



Miami, FL. 02/04/2025

Señor:
Humberto Martinez Leal
Miami Florida

REF: BLACK TITAN LLC

Apreciado Señor:

De acuerdo a sus instrucciones, nos complace entregarle personalmente los siguientes documentos relacionados con la Corporación de la referencia:

Fue un placer completar estos documentos para usted, no dude contactarnos para aclarar cualquier duda al respecto de esto.

Cordialmente,



Jairo Vargas

Recibí: Humberto Martínez
Anabelle Gabriela Jauregui
Febrero 4, 2025



**VARGAS & ASSOCIATES
INTERNATIONAL GROUP**

		Delivered	
		YES	NOT
1	General and specific Delaware's Corporation - Advice / Consulting	✓	
2	Letter of Delivery	✓	
3	Delaware Company Guidebook	✓	
4	Mandate Agreement		
5	Draft - Preparation of Certificate of Formation	✓	
6	Certificate of Formation with Apostille de la Hague	✓	
7	Authentication (True and Correct Copy) Certificate of Formation	✓	
8	Certified Copy of the Certificate of Formation	✓	
9	Company Information Details	✓	
10	Minutes of the First Meeting of the Members	✓	
11	Minutes of the Meeting of the Assembly of Members	✓	
12	Operating Agreement	✓	
13	Register of Members	✓	
14	Statement of Authorized Person	✓	
15	POA to open Checking Account	✓	
16	Bank Account Information		
16	Certificate of Good Standing		
17	Form SS-4	✓	
18	EIN Letter Copy	✓	
19	19 Customizable Numbered Stock Certificate.	✓	
20	Stock Certificate No. 01 HUMBERTO MARTINEZ 100%	✓	
21	Stock Certificate No. 02		
22	Stock Certificate No. 03		
23	Corporate Seal	✓	
24	Stock Transfer Ledger		

Quedamos como siempre a sus gratas órdenes para brindarle información adicional al respecto o ampliar cualquier pregunta.


Cordialmente,
Jairo Vargas

BLACK TITAN LLC

(A Delaware Limited Liability Company)
SR 20250193200 FILE 10072179

COMPANY INFORMATION DETAILS

- **Date of Organization and Registration:** January 21st, 2025
- **State of Organization:** Delaware SR 20250193200 FILE 10072179
- **Principal Place of Business:** Miami, Florida
- **Managing Members:** Humberto Martinez L
- **Bank Account:**
- **Fiscal Year:** January – December
- **EIN:** 33-3039418
- **Date of Annual Meeting:** December 30th
- **Secretary:** Anabelle Gabriela Jauregui
- **Treasurer:** Humberto Martinez L
- **Members:** Humberto Martinez Leal **(100%)**
- **Initial Temporal Manager:** CYVA INTERNATIONAL SERVICES LLC
By: Jairo Vargas authorized Signatory

CERTIFICATE OF FORMATION OF BLACK TITAN LLC

This Certificate of Formation of – **BLACK TITAN LLC** - (the "Company") has been duly executed and is being filed by the undersigned authorized person for the purpose of forming a limited liability company pursuant to the Delaware Limited Liability Company Act, (6 Del. C. §§18-101, et seq.) (the "Act").

1. Name. The name of the limited liability company formed hereby is:

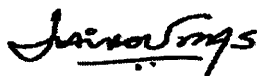
BLACK TITAN LLC

2. Registered Office. The address of the registered office of the Company in the State of Delaware is c/o Harvard Business Services, Inc., 16192 Coastal Highway, Lewes, Sussex County, Delaware 19958.

3. Registered Agent. The name and address of the registered agent for service of process on the Company in the State of Delaware is Harvard Business Services, Inc., 16192 Coastal Highway, Lewes, Sussex County, Delaware 19958.

4. Other Matters. The limited liability company agreement of the Company entered into by the members of the Company (the "Agreement") provides that the management of the Company shall be vested exclusively in a manager of the Company designated by the Agreement (the "Manager"), and the Agreement designates **Cyva International Services LLC** as the sole Manager of the Company. Further, as authorized by Section 18-108 of the Act and provided by the Agreement, the Company has the power to and shall, to the fullest extent permitted by applicable law, indemnify and hold harmless the Manager, and each other person authorized to act on behalf of the Company from time to time (collectively, the "Indemnatee"), from and against all liabilities and claims against the Indemnatee, arising from the Indemnatee's performance of his duties in conformance with the terms of the Agreement.

IN WITNESS WHEREOF, the undersigned being fully authorized person has caused this Certificate of Formation to be duly executed as of the 21st day of January 2025.



Tandem International Business Services LLC - Organizer
By: Jairo Vargas – Authorized Person

Apostille

(Convention de La Haye du 5 Octobre 1961)

1. Country: United States of America

This public document:

2. has been signed by Kristopher E. Knight

3. acting in the capacity of Acting Secretary Of State Of Delaware

4. bears the seal/stamp of Office Of Secretary Of State

Certified

5. at Dover, Delaware

6. twenty-first day of January, A.D. 2025

7. by Acting Secretary of State, Delaware Department of State

8. No. 202736218

9. Seal/Stamp:



10. Signature:

A handwritten signature in black ink, appearing to read "Kristopher E. Knight".

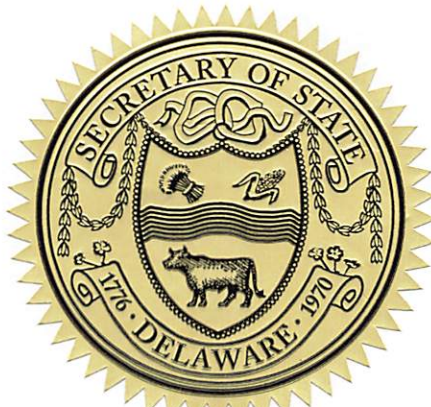
Kristopher E. Knight, Acting Secretary of State

Delaware

The First State

Page 1

*I, KRISTOPHER E. KNIGHT, ACTING SECRETARY OF STATE OF THE
STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND
CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "BLACK TITAN
LLC", FILED IN THIS OFFICE ON THE TWENTY-FIRST DAY OF JANUARY,
A.D. 2025, AT 1:35 O`CLOCK P.M.*



A handwritten signature in black ink, appearing to read "Kristopher E. Knight".

Kristopher E. Knight, Acting Secretary of State

10072179 8100
SR# 20250193200

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202738357
Date: 01-21-25

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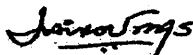
BLACK TITAN LLC

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3. Registered Agent. The name and address of the registered agent for service of process on the Company in the State of Delaware is Harvard Business Services, Inc., 16192 Coastal Highway, Lewes, Sussex County, Delaware 19958.

4. Other Matters. The limited liability company agreement of the Company entered into by the members of the Company (the "Agreement") provides that the management of the Company shall be vested exclusively in a manager of the Company designated by the Agreement (the "Manager"), and the Agreement designates **Cyva International Services LLC** as the sole Manager of the Company. Further, as authorized by Section 18-108 of the Act and provided by the Agreement, the Company has the power to and shall, to the fullest extent permitted by applicable law, indemnify and hold harmless the Manager, and each other person authorized to act on behalf of the Company from time to time (collectively, the "Indemnatee"), from and against all liabilities and claims against the Indemnatee, arising from the Indemnatee's performance of his duties in conformance with the terms of the Agreement.

IN WITNESS WHEREOF, the undersigned being fully authorized person has caused this Certificate of Formation to be duly executed as of the 21st day of January 2025



Tandem International Business Services LLC - Organizer
By: Jairo Vargas – Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:35 PM 01/21/2025
FILED 01:35 PM 01/21/2025

OPERATING AGREEMENT FOR THE COMPANY

BLACK TITAN LLC

(A Delaware Limited Liability Company)

**OPERATING AGREEMENT OF
BLACK TITAN LLC**

(A Delaware Limited Liability Company)

JANUARY 21th 2025

AGREEMENT,
Made among:

Managing Member 1: HUMBERTO MARTINEZ LEAL
Address: MEXICO
Percentage Interest: 100%
Identification: Passport # G42277351

Operations Manager: Cyva International Services LLC
By: Jairo Vargas Authorized Person

The Managing Members of – **BLACK TITAN LLC** -, Temporarily Represented By: Jairo Vargas, in his capacity as Temporary Operations Manager, hereby enter into the following operating agreement for the Company – **BLACK TITAN LLC** -, incorporated under the laws of the State of Delaware on January 21th 2025, SR 20250193200 – 10072179 FILE.



OPERATING AGREEMENT FOR THE COMPANY

BLACK TITAN LLC

(A Delaware Limited Liability Company)

CHAPTER I DEFINITIONS

Article 1- DEFINITIONS: The terms used in this operating agreement in both the singular and plural shall have the meaning assigned to them in this clause. The terms that are not expressly defined in this clause shall be understood to have the common and usual meaning that they have in the corresponding technical language or their natural and obvious meaning in accordance with their general use.

1.1. OPERATING AGREEMENT: This document, which implements the mechanisms and instruments that internally govern the Company – **BLACK TITAN LLC** -, as well as the rights of its members and the mutual relationships between the Company and the natural and/or legal persons that are or will be parties to this agreement.

1.2. MEMBER: The person or persons who own the units of interest that make up the Company's corporate capital.

1.3. CORPORATE CAPITAL: The value of the property or money that a member contributes to the Company.

1.4. UNITS OF INTEREST: The parts into which the corporate capital is divided, and which grant political and economic rights to their holders.

1.5. AFFILIATED MEMBER: A person who, following the registration of this operating agreement in the certificate of incorporation, becomes affiliated with the same once the conditions established for this purpose have been complied with.

1.6. BOARD OF MEMBERS: A meeting made up of the members of the Company with the quorum and under the conditions established in this operating agreement.

1.7. OPERATIONS MANAGER: The person charged with the administration of the Company, who may execute or perform all acts and contracts that are aligned with the corporate purpose or that are directly related to the existence and functioning of the Company, with the restrictions established in this operating agreement.

1.8. SECRETARY: The person who, under the direct orders of the Operations Manager and in accordance with this operating agreement, is responsible for maintaining the Minutes Book and the Members Register, and for authorizing with his/her signature the copies of these that are issued.

1.9. TREASURER: The person who, under the direct orders of the Operating Manager, is mainly responsible for supervising the Company's funds and securities and collecting its revenues.

1.10. REGISTERED AGENT: The person residing in the State of Delaware who is designated by the Operations Manager to receive the official notifications that are sent to the Company.



OPERATING AGREEMENT FOR THE COMPANY

BLACK TITAN LLC

(A Delaware Limited Liability Company)

CHAPTER II

NAME AND CORPORATE PURPOSE

Article 2- NAME: The name of the Company is – **BLACK TITAN LLC** -, hereinafter the “**COMPANY**”, established as an independent legal entity in conformity the the laws in force of the State of Delaware, United States.

Article 3- PURPOSE: The Company may perform any legal commercial or civil activity for which a limited liability company may be organized in the State of Delaware or under the laws of any jurisdiction in which the Company conducts its business. Its corporate purpose encompasses the following activities, without prejudice to others:

- a) Contribute, collect or subscribe to the capital necessary to promote, establish or develop companies or businesses at local and international level.
- b) Subscribe to or promote the subscription, purchase or possession of, to hold or acquire by any means, and to sell, negotiate, guarantee, assign, barter and transfer by any other means, shares of the corporate capital, loans, obligations, securities, certificates of participation, or any other security or document of any private, public or quasi-public domestic or foreign company or legal entity, and to exercise all of the rights, powers and privileges corresponding to them.
- c) Enter into all types of contracts on its own behalf or on behalf of others and, especially, financial or administrative transactions relating to shares, loans, obligations, securities, certificates of participation and any other security or document of any company or legal entity.
- d) Give or receive money in loans, with or without mortgages, pledges, or real or personal guarantees; and to open and maintain bank accounts, of any type or modality, in banks or financial institutions in any part of the world.
- e) Do everything that is necessary to further the purposes enumerated in this operating agreement or that is necessary or advisable for the protection and benefit of the Company; and
- g) Engage in any legal business, even if it is not similar to any of the purposes specified in this operating agreement or its amendments.

CHAPTER III



OPERATING AGREEMENT FOR THE COMPANY

BLACK TITAN LLC

(A Delaware Limited Liability Company)

MEMBERS, CORPORATE CAPITAL AND UNITS OF INTEREST

Article 4- MEMBERS OF THE COMPANY: The Company shall have at least one member.

Article 5- CORPORATE CAPITAL AND UNITS OF INTEREST: The capital of the Company shall be TEN THOUSAND DOLLARS (USD 10,000), divided into ONE THOUSAND (1,000) units of interest with a par value of TEN dollars (USD 10) each.

Miembro	Numero de Unidades de Interes	Valor US	%
HUMBERTO MARTINEZ LEAL	1000	USD 10,000.00	100%
Total	1000	USD 10,000.00	100%

The Board of Members may increase the corporate capital, change the number and par value of the units of interest and amend the rights and other provisions related to the corporate capital or the units of interest of the Company upon approval of the Protector or the Board of Protectors, as the case may be, in accordance with the provisions of this operating agreement.

All units of interest of the same class are equal to each other, confer the same rights and are subject to the same obligations and restrictions. Whenever it deems it advisable, the Board of Members shall authorize the issuance of units of interest of the Company and shall provide for the placement of the same, as the case may be in accordance with the provisions of this operating agreement.

PARAGRAPH: PROTECTION OF ASSETS: The contributions of the member or members and the assets and income of the Company shall constitute a separate patrimony from the personal property of the member or members, the Beneficiaries, the

Protector, the Board of Protectors and the Operations Manager, for all legal purposes, and they may not be seized or attached, except for the obligations incurred or the damages caused in connection with the operation and purposes of the Company.

Article 6- RIGHTS CONFERRED BY THE UNITS OF INTEREST: At the time of the signing of this operating agreement, all units of interest belong to the same class of ordinary units of interest.

Each unit of interest represents one vote on the decisions of the Board of Members. The rights and obligations conferred by each unit of interest on its owner shall be transferred to the corresponding person, in accordance with the provisions of this operating agreement, in the proportions determined herein, as the case may be in accordance with

OPERATING AGREEMENT FOR THE COMPANY

BLACK TITAN LLC

(A Delaware Limited Liability Company)

the provisions of this operating agreement.

Ownership of the units of interest implies adherence to this operating agreement and its amendments and to the collective decisions of the Board of Members

Article 7- NATURE OF THE UNITS OF INTEREST: The units of interest shall be nominative and shall be registered in the Units of Interest Register that the Company maintains for such purpose.

Article 8- CLASS AND SERIES OF UNITS OF INTEREST: The Company, through the Board of Members, as the case may be in accordance with the provisions of this operating agreement, and subject to the provisions of this operating agreement and its amendments, may create preferred units of interest, with preferred dividends and without the right to vote, or with fixed annual dividends, or any other units of interest that the Board of Members decides.

Article 9- INCREASE IN THE CAPITAL OF THE COMPANY: The capital of the Company may be increased successively by any means and under the conditions established in this operating agreement and its amendments.

Article 10- RIGHT OF PREFERENCE IN THE SUBSCRIPTION OF UNITS OF INTEREST: All new issues of units of interest shall be placed subject to the right of preference, which means that the member who seeks to transfer his/her units of interest shall offer them in the first instance to the other members, who must purchase them within the period of the offer made by the offeror, upon the approval of the Board of Members.

Article 11- UNITS OF INTEREST REGISTER: The Company shall maintain a Units of Interest Register in which the name, nationality, domicile and identification document of each member, the number of units of interest held by each member, and any assignments of units of interest shall be recorded.

Article 12- SALE OR TRANSFER OF A COMPANY ASSET: At the time of a sale, transfer or other disposition of any capital asset of the Company, the product of said disposition shall be applied first to the payment or reimbursement of any expense of the sale or other expenses incurred in relation to said disposition, and the payment of any debt secured by the asset. The remaining amount shall be retained by the Company and shall form part of the Company's revenues.

Article 13- SUBJECTION TO THIS OPERATING AGREEMENT: Whoever acquires one or more units of interest of the Company, in any manner, shall be subject to the provisions of this operating agreement and its amendments, and shall be obligated to comply with it and to abide by the decisions of the Board of Members.

CHAPTER IV



OPERATING AGREEMENT FOR THE COMPANY

BLACK TITAN LLC

(A Delaware Limited Liability Company)

MANAGEMENT AND ADMINISTRATIVE ORGANS

Article 14- ORGANS: The management and administrative organs of the Company are: Board of Members, Operations Manager, Treasurer and Secretary. The management of the Company shall be exercised by Board of Members.

As long as the Company has a single member, the functions, decisions and powers of the Board of Members shall be exercised by said member.

The administration of the Company shall be exercised by the Operations Manager, the Treasurer and the Secretary.

One person may occupy or perform two or more positions. The Operations Manager, Secretary and Treasurer do not have to be members.

Article 15- BOARD OF MEMBERS: The supreme organ of the Company is the Board of Members, which shall be made up of the members, with the quorum and conditions established in this operating agreement and its amendments.

The Board of Members may be formed by domestic or foreign natural or legal persons.

Article 16- ORDINARY MEETINGS OF THE BOARD OF MEMBERS: The ordinary meetings shall be held at least once per year within the first three (3) months of the year, in the place and at the time specified in the respective meeting notice. If after being called to a meeting the Board of Members does not meet, or if the meeting notice was not sent with the required advance notice, then the Board of Members shall meet in its own right on the first working day of April at ten o'clock in the morning (10:00 A.M.).

The Board of Members shall be obligated to draft minutes that contain all of the resolutions that it adopts.

If the resolutions are the product of a meeting, the minutes shall be signed by the President and Secretary of the meeting.

Article 17- CONVOCATION OF ORDINARY MEETINGS: The ordinary meetings shall be convened by the Operations Manager or the Board of Members as the case may be, at least fifteen (15) working days in advance through a written communication addressed to each member at the address that each member has registered with the Company. The members may waive their right to be called to a specific meeting of the Board of Members, through a written communication sent to the Company's Operations Manager before, during or after the corresponding session.

Article 18- EXTRAORDINARY MEETINGS: Extraordinary meetings of the Board of Members of the Company shall be held when required by unforeseen or urgent



OPERATING AGREEMENT FOR THE COMPANY

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(A Delaware Limited Liability Company)

circumstances, upon notice given by the Operations Manager, the Board of Members, as the case may be.

Article 19- CONVOCAATION OF EXTRAORDINARY MEETINGS: The extraordinary meetings of the Company shall be convened through the same mechanisms provided for the convocation of ordinary meetings five (5) calendar days in advance. The meeting notice for an extraordinary meeting shall include the order of the day.

Article 20- PLACE OF THE MEETING OF THE BOARD OF MEMBERS: The Board of Members may meet in the principal domicile of the Company, at the place, on the day and at the time indicated in the respective meeting notice, or in any place in the world, even if all of the units of interest in which the capital is divided are not present, provided that the requirements established for the convocation and the deliberative and decision-making quorums have been complied with.

However, the Board of Members may validly meet and decide without a prior meeting notice or in another place than the corporate domicile when all of the units of interest that comprise the capital of the Company are present or represented as the case may be, is present.

Article 21- VIRTUAL MEETINGS: The Board of Members may validly deliberate and decide without the physical presence of the Members in a single place, as long as it can be proved that all of the members could deliberate and decide through successive or simultaneous means of communication, such as fax, e-mail, telephone, video conference or telex. In the case of successive means of communication, the succession of the communications must occur immediately in accordance with the means employed. If the mechanism of virtual meetings is used, there must be proof of the decisions adopted showing the text of the message, or a magnetic recording of the same.

Article 22- REMOTE AND WRITTEN VOTING: The Board of Members of the Company may validly decide when all of the Members cast their votes in writing. In this case, the majority shall be calculated on the basis of the totality of the units of interest in which the capital of the Company is divided.

Article 23- DELIBERATIVE QUORUM: Unless expressly stipulated to the contrary in this operating agreement and its amendments, the Board of Members shall deliberate with one hundred percent (100%) of the units of interest that make up the capital of the Company.

Article 24- DECISION-MAKING QUORUM: Unless the law or this operating agreement stipulates to the contrary, the Board of Members shall validly make decisions with the vote of one-half plus one (50%+1) of the units of interest that make up the capital of the Company.

If a quorum is not attained, the elected President of the meeting shall convene a new meeting with the same agenda, at least five (5) calendar days and no more than ten (10)



OPERATING AGREEMENT FOR THE COMPANY

BLACK TITAN LLC

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calendar days following the date of the first meeting; if not, the Board of the Member have to call a third party designate by the Board of Member.

PARAGRAPH- SPECIAL QUORUM: The resolutions of the Board of Members regarding the modification of those parts of this operating agreement that are subject to amendment shall require the unanimous consent of the Board of Members and the approval of the Protector or the Board of Protectors.

Article 25- FUNCTIONS OF THE BOARD OF MEMBERS: The Board of Members shall exercise the following functions:

- a) Resolve all matters relating to the assignment of units of interest and the admission of new members.
- b) Approve a new issue of units of interest.
- c) Decide on the withdrawal and exclusion of members.
- d) Order necessary actions against the Operations Manager, the Treasurer or the Secretary.
- e) Freely appoint and remove the employees it is responsible for designating.
- f) Amend this operating agreement.
- g) Authorize the Operations Manager to sign general or special powers of attorney for the performance of legal activities that fall within the purpose of the Company.
- h) Decide on the frequency of distributions of the usufruct of this Company.
- i) Decide on the early liquidation of the Company.
- j) Authorize the actions taken by the Operations Manager in the performance of this operating agreement and its amendments, particularly those relating to the transfer or sale of assets and the disposition of the patrimony for purposes other than those established in this Operating Agreement.
- k) Authorize to Operations Manager to obtain loans, credit or any other obligation or debt on behalf of the Company.
- l) Authorize to Operations Manager Sign, issue, accept, endorse or in any other manner grant, as the case may be, checks, promissory notes, remittances, bills of exchange and other negotiable instruments.
- m) The other functions indicated in this operating agreement.

PARAGRAPH ONE: The Members may, in the case of their absence or inability to act, assign their powers or obligations to any other member or person.

Article 26- ADMINISTRATION OF THE COMPANY: The Company shall have an Operations Manager, appointed indefinitely, who shall be responsible for the management, operation and representation of the Company before third parties, upon the prior authorization of the Board of Members.

The Operations Manager may, within the limits of the law and the operating agreement, confer the exercise of his/her powers on third parties through the signing of special or general powers of attorney, with the prior approval of the Board of Members and in compliance with the provisions of CHAPTER VIII of this operating agreement.



OPERATING AGREEMENT FOR THE COMPANY

BLACK TITAN LLC

(A Delaware Limited Liability Company)

The Operations Manager may resign from his/her position at any time, without giving any justification, through the delivery of a notice to each member of the Company. The resignation of the Operations Manager shall take effect upon the receipt of said notice or at any subsequent time, as indicated in said notice, and, unless otherwise specified in said notice, the acceptance of said resignation shall not be necessary to consider it effective.

The Operations Manager may be removed by the Board of Members with the approval of the Protector or Board of Protectors, who in turn may designate a new operations manager for any reason or when the causes for removal contained in this operating agreement exist.

The Operations Manager may, upon the approval of the Board of Members, as the case may be, pay with the Company's assets or their returns, all expenses incurred in the performance of his/her functions, including the following: 1) the fees of consultants, including financial, accounting, tax, legal and other professional consultants whom the Operations Manager, with the approval of the Board of Members, hires in order to improve the performance of his/her functions, issue annual reports, or establish or evaluate his/her own responsibilities; 2) the fees of legal advisors whom the Operations Manager, with the approval of the Board of Members, hires to defend the assets of the Company, the Company or his/her personal assets against: i) the claims of third parties or administrative or judicial authorities, including the costs, expenses and penalties that may be incurred; ii) the claims of persons who allege that they have an interest in the Company or in its assets because of their relationship with the members or for any other reason, including

the costs and expenses incurred, unless it is proven at trial that the Operations Manager acted with malice in the performance of his/her functions; 3) taxes, fees, charges and any other national or municipal assessments or contributions, as well as non-payment or late payment fines or penalties that are incurred with respect to the assets of the Company or because of his/her status as Administrator of its assets, or as a result of the performance of or compliance with the Operating Agreement.

Article 27- COMPENSATION OF EACH ADMINISTRATOR: The compensation of the Operations Manager, Secretary and Treasurer shall be determined by the Board of Members. The Administrators must be paid their expenses, if any. No payment shall prevent the Administrator from exercising any other position in the Company in any other capacity or from receiving the respective compensation.

Article 28- NAMING OF THE OPERATIONS MANAGER: Only the Board of Members may name and remove a new operations manager. The naming of the Operations Manager shall be for an indefinite term until a new operations manager is named. In

exercising his/her position, the Operations Manager shall be subject to the general and special duties established in this operating agreement. **PARAGRAPH:** The administrators must be at least eighteen years old in the case of a natural person, and it is not required that they be residents of the State of Delaware, United States of America.



OPERATING AGREEMENT FOR THE COMPANY

BLACK TITAN LLC

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Article 29- FUNCTIONS OF THE OPERATIONS MANAGER: The administration of the Company shall be the responsibility of the Operations Manager, who may execute or perform all acts and contracts that are aligned with the corporate purpose or directly related to the existence and operation of the Company. In performing his/or functions, he/she may:

- a) Represent the Company before the members, third parties and, above all, administrative or jurisdictional authorities, either in or outside the courts.
- b) Execute all acts and operations consistent with the corporate purpose in conformity with the law and this operating agreement.
- c) Authorize with his/her signature all public or private documents that must be granted in the performance of the corporate activities or in the interests of the Company.
- d) Present the Board of Members, in its ordinary meeting, with the management report, year-end balance sheet, details of the income statement and a plan for the distribution of profits.
- e) Present the Board of Members, in its ordinary meeting, with all information returns required by the Internal Revenue Code and laws of the State of Delaware or any other state that has jurisdiction over this Company.
- f) Take all measures necessary to preserve the corporate assets.
- g) Convene the Board of Members, whenever he/she deems it advisable or necessary, and send the meeting notices as provided in this operating agreement.
- h) Comply with the orders and instructions imparted by the Board of Members, as the case may be.
- i) The Operations Manager will use the assets and the returns or income of the Company in accordance with the provisions of this operating agreement and its amendments.
- j) Sign the special and/or general powers of attorney that are authorized by the Board of Members, complying with the provisions of CHAPTER VIII of this operating agreement.
- k) Comply and ensure compliance with all requirements imposed by law for the development of the corporate purpose.

PARAGRAPH ONE: The Company's Operations Manager shall comply with his/her obligations in good faith and as necessary and advisable for carrying out the business and affairs of the Company, in the manner in which he/she reasonably believes is in the best interests of the Company, and with the care that a prudent person would ordinarily have in a similar position under similar circumstances. In performing his/her obligations, the Operations Manager shall be authorized to rely on information, opinions, reports or declarations, including financial information or declarations, prepared or presented by the persons and groups listed in literals a, b and c of this paragraph. However, the Operations Manager shall not be considered to be acting in good faith if he/she has knowledge about a matter that could negate said reliability. The Operations Manager may rely on the information, opinions, reports and declarations of the following persons and groups:

- a) One or more employees or other members of the Company who the Operations Manager reasonably believes are competent in the matters presented.



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- b) Advisors, public accountants or other persons who the Operations Manager reasonably believes have the professionalism and experience required for their positions.
- c) A committee designated by the management organs.

PARAGRAPH TWO: All actions taken by the Operations Manager in the performance of his/her functions shall be approved in advance by the Board of Members.

Article 30- EXERCISE OF THE DUTIES OF OPERATIONS MANAGER:

The Operations Manager shall exercise his/her duties until:

- a) The next ordinary Board of Members meeting, or until a successor has been named and designated.
- b) His/her resignation.
- c) His/her removal by the Board of Members.

Article 31- SECRETARY: The Company shall have a Secretary, appointed for an indefinite term by the Board of Members. The Secretary shall be responsible for maintaining the Minutes Book and the Members Register in accordance with this operating agreement, and for authorizing with his/her signature the copies of the same that are issued.

The Secretary shall assist the President during the meetings of the Board of Members and shall provide the information necessary for the good functioning of the same.

Article 32- FUNCTIONS OF THE SECRETARY:

The Secretary shall exercise the following functions:

- a) Verify the quorum at the beginning of each session and when required during the progress of the session.
- b) Prepare minutes of the sessions and save and maintain custody of the minutes of the meetings of the Board of Members.
- c) Countersign the minutes of the meetings of the Board of Members and issue certifications of the matters approved.
- d) Notify the competent authorities of the decisions of the Board of Members.
- e) Deliver or ensure the delivery of the meeting notices required for the ordinary and extraordinary meetings of the Board of Members.
- f) Fulfill the other functions that are assigned by the Board of Members.

Article 33- TREASURER: The Company shall have a Treasurer, designated by the Board of Members for an indefinite term.

Article 34- FUNCTIONS OF THE TREASURER:

The Treasurer shall have the following functions:



OPERATING AGREEMENT FOR THE COMPANY

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(A Delaware Limited Liability Company)

- a) Supervise the Company's funds and securities.
- b) Collect the revenues earned by the Company.
- c) Make proposals to the Board of Members about investments and the management of the Company's assets.
- d) Collaborate with the Operations Manager on the preparation of the Company's budget.
- e) Supervise the Company's accounting books.
- f) The other functions assigned by the Board of Members and/or the Operations Manager

Article 35- EXPRESS AUTHORIZATIONS OF THE BOARD OF MEMBERS:

Notwithstanding the foregoing, the administrators are not authorized to sign any document related to any of the following acts without the prior authorization of the Board of Members granted by a unanimously-approved resolution, as the case may be:

- a) Any act that disposes of or transfers ownership of the Company's assets (personal or real property), including the sale, exchange, lease, donation or any other type of contract or legal action by means of which the Company's assets are transferred, as well as any attachment or mortgage of the same.
- b) The attainment of loans, credit or any other obligation or debt on behalf of the Company.
- c) The granting of powers of attorney, whether general or special, and the revocation of those that already exist.
- d) The signing, issuance, acceptance, endorsement or granting in any other manner, as the case may be, of checks, promissory notes, remittances, bills of exchange and any other negotiable documents, and all receipts for money paid to the Company.
- e) Assisting the Company in becoming a surety or guarantor of the financial transactions of entities other than the members listed in this Agreement.

Article 36- APPOINTMENTS: For the initial period of the Company, which shall begin on the date of signing of this document, and until the date on which the corporate organs otherwise provide, the following appointments are approved:

	NAME	IDENTIFICATION
OPERATIONS MANAGER	CYVA INTERNATIONAL SERVICES LLC JAIRO VARGAS	V622-420-50-190-0

CHAPTER V **REORGANIZATION OF THE COMPANY**



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Article 37- AMENDMENT OF THE OPERATING AGREEMENT: The Board of Member, in his capacity as a living and legally competent organ, shall be the only who has the power to approve and change, at any time or from time to time, the conditions of this operating agreement.

Article 38- AMENDMENTS AND ADDITIONS TO THE OPERATING AGREEMENT.

- a) The Board of Member shall have the right to modify this Operating Agreement.
- b) The resolutions of the Board of Members that modify those parts of this operating agreement that are subject to amendment shall require the unanimous consent of the members of the Board of Members and the approval. Any modification that does not comply with this requirement or that affects any of the limitations established in this operating agreement shall be null and void.

CHAPTER VI **DURATION AND DOMICILE**

Article 39- DURATION: The duration of the Company shall be perpetual, unless it is legally dissolved by its members in accordance with the law.

The Company may be dissolved only by unanimous agreement of the Board of Members

- a) Its operation becomes impossible.
- b) The loss or extinction of the Company's assets.
- c) The fulfillment of the purposes for which it was established.
- d) Any other cause established in the Operating Agreement, its amendments, or United States law.

Article 40- DOMICILE: The Company shall be domiciled in Delaware, United States. However, the Board of Members may authorize the continuation of the existence of the Company under the laws of another country or jurisdiction, provided that this is permitted by the laws of said country or jurisdiction and the Company is current on its tax obligations in the United States.

The Operations Manager may at any time transfer the domicile of the Company to another jurisdiction without the prior dissolution of the Company, provided that said transfer has been approved by the Board of Members and complies with the law and this operating agreement and its amendments.

All legal relationships of the Company shall be governed exclusively by the law of the State of Delaware, United States. If the Company's domicile is moved to another place, the Company shall continue to be subject to the Limited Liability Companies Act, to the extent that there are no legal provisions in the new domicile that expressly indicate a different



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legal regime for limited liability companies that are transferred to said jurisdiction.

PARAGRAPH. The main office of the Company shall be located in 6355 NW 36 ST SUITE No 507 MIAMI FL 33166, or in the place determined by the Operations Manager with the prior approval of the Board of Members.

CHAPTER VII

DISSOLUTION AND LIQUIDATION

Article 41.- DISSOLUTION AND LIQUIDATION OF THE COMPANY: The Company may be dissolved in conformity with Article 57.

To this end, the Operations Manager shall issue the corresponding resolution with the prior approval of the Board of Members.

At the time of dissolution, the Company's assets shall be distributed to the Members in accordance with the provisions of this operating agreement after the Operations Manager has paid all of the Company's debts and obligations.

The Company's dissolution agreement shall be duly registered in the Public Company Register in the State of Delaware, United States.

Article 42- LIQUIDATION: If the Company is dissolved, it shall be liquidated and its assets shall be distributed in accordance with this operating agreement, and, therefore, it may not initiate new operations in furtherance of its purpose, and it shall preserve its legal capacity only for the acts required for its legal liquidation by the State of Delaware and the Federal Government. **PARAGRAPH.- NET PROFITS AND LOSSES OF THE COMPANY:** The net profits and losses of the Company, and all revenues, profits, losses, deductions, and loans used for the calculation of the same, shall be distributed to the members in the same proportion as their participation.

CHAPTER VIII

GRANTING AND SIGNING OF POWERS OF ATTORNEY

Article 43- GENERAL POWERS: The Operations Manager may grant general powers of attorney only to the members of the Company and with the prior approval of the Board of Members.

Article 44- SPECIAL POWERS OF ATTORNEY: The Operations Manager may grant special powers of attorney only with the approval of the Board of Members.



OPERATING AGREEMENT FOR THE COMPANY

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Article 45- SUBSTITUTION AND DELEGATION OF POWERS: The granting in general or special powers of attorney of the power to substitute or delegate said powers in whole or in part is prohibited.

Article 46- OBLIGATIONS OF THE GENERAL ATTORNEY IN FACT: The general attorneys in fact shall be obligated to render a report of all documents, instruments and contracts signed in the performance of the conferred power of attorney, within eight (8) calendar days from the signing of the document, instrument or contract. **PARAGRAPH ONE:** In all cases in which the general attorneys in fact do not provide the report described in this clause within the established period, the Operations Manager shall not be liable for the instruments, contracts or documents that are signed in the exercise of said powers of attorney. **PARAGRAPH TWO:** In any case, the Operations Manager will not be responsible for the acts, contracts or documents that are signed in the exercise of such powers, such liability shall only fall on the member or Board of Members who was the governing body authorizing the signing thereof.

Article 47°- VALIDITY OF THE ACTS PERFORMED BY ATTORNEYS IN FACT: Any act performed by a special or general attorney in fact that does not comply with the provisions of this chapter shall be null and void.

CHAPTER IX **MISCELLANEOUS PROVISIONS**

Article 48- ADMINISTRATION AND INVESTMENTS: The Operations Manager shall carry out the administration and investment of the Company's assets in conformity with the instructions of the Board of Members and in accordance with the parameters established in this agreement and the last operating agreement and its amendments in force.

The Operations Manager shall not have any discretion in the investment of the Company's assets.

Article 49- PROVISION OF INFORMATION: The Operations Manager may, with the approval of the Board of Members and in conformity with this operating agreement, create auditing organs comprised of natural or legal persons whose authority shall be established in this operating agreement and its amendments.

Nothing about the actual or legal operations of the Company, including this operating agreement and its amendments, may be revealed to third parties, especially foreign authorities or governments, unless the Operations Manager believes that it is in the interests of the Company to reveal the corresponding information, in which case he/she shall be relieved of all liability.



OPERATING AGREEMENT FOR THE COMPANY

BLACK TITAN LLC

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Article 50- FISCAL PERIOD: The fiscal period of the Company coincides with the calendar year. However, the first fiscal period shall begin on the date of incorporation of the Company, and it shall close for the first time on December 31 of the same year.

The Operations Manager shall prepare or cause to be prepared at the end of each fiscal period a declaration of the Company's assets, together with a report on its revenues and expenses. Only the Board of Members shall have access to said report.

Article 51- VALIDITY OF PROVISIONS: The invalidity of any provision contained in this operating agreement, or its amendments shall not affect the validity of the agreement or amendments as such or invalidate their other clauses or provisions.

Article 52- NOTIFICATIONS: All notifications or communications under this agreement shall be in writing, and they shall be considered to be delivered when they are delivered by registered or certified mail, with return receipt requested, to the parties at the following

Addresses (or any other address that a party has previously notified the other parties is the address to which the notification should be sent):

- a) If it is to the Company, to the attention of the Operations Manager, at the following address of the Company 6355 NW 36 ST Suite No 507 Miami FL 33166
- b) If it is to the administrators, to them at the address of the Company
- c) If it is to a member, to the member's address that is recorded in the Company's books and records

When a notice must be delivered in accordance with the law or this agreement, a written waiver of the same signed by the person or persons who must receive said notice,

Whether before or after the time indicated in the same, shall be considered to be the equivalent of the same.

Article 53- GOVERNING LANGUAGE: This operating agreement has been drafted in Spanish and English. In the event of any doubt, the text of the Spanish version shall prevail.

Article 54- OFFICES AND BOOKS: The Company may establish agencies, branches and offices in any place in the world. Similarly, the Company may maintain its books at any place determined by its organisms, either in or outside the United States, in the Spanish language.

The Administrators shall enter all of the Company's transactions in its accounting books. Also, the accounting books must be made available for review by the administrators and members of the Company. These books shall be maintained in accordance with the accounting system selected by the accountants who regularly provide their services to the Company. A summary, review or audit of the Company, as determined by the Board of



OPERATING AGREEMENT FOR THE COMPANY

BLACK TITAN LLC

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Members, shall be performed at the close of each fiscal year of the Company by the accountants who have been retained by the Company.

Article 55- RECORDS IN THE COMPANY'S MAIN OFFICE: The Operations Manager shall ensure that the Company maintains the following records in its main office:

- a) A current list of the complete names and last known business and/or residential address of each member.
- b) A copy of the Company's certificate of incorporation and the amendments to the same.
- c) A copy of the Company's federal, state and local income tax returns for the last three years.

Article 56- SOLE AGREEMENT: This operating agreement and its attachments and amendments establish all of the promises, agreements, conditions, commitments, guarantees and declarations among the members, in relation to the Company, and there are no express or implied verbal or written promises, agreements, conditions,

Commitments, guarantees or declarations among them other than those established in this agreement. This agreement may not be changed or terminated verbally or in any manner other than by a written agreement of all of the members. There are no verbal or written declarations, agreements, arrangements or commitments by or between the parties related to the matters subject to this agreement that are not completely expressed in the same.

Article 57- REGISTERED AGENT: The Registered Agent for purposes of judicial notifications and the Registered Office shall be the person and the place indicated in the Certificate of Incorporation, as registered with the Office of the Secretary of State. The Operations Manager, with the prior approval of the Board of Members, may from time to time change the Registered Agent or Registered Office through the registration with the

Secretary of State. If the Registered Agent ceases to act as such for any reason or the Registered Office changes, the Board of Members shall immediately designate a replacement for the Registered Agent or give notice of a change of address, as the case may be. If the Board of Members does not replace the Registered Agent or does not give notice of the change of address of the Registered Office, any member or the Operations Manager may designate the replacement for the Registered Agent or send the change of address notice.

Article 58- APPLICABLE LAW: This Agreement shall be governed and interpreted in accordance with the laws of the State of Delaware, United States of America.

Article 59- RESOLUTION OF CONFLICTS: Any litigation, dispute or claim that arises in relation or with respect to the interpretation of this agreement, and the conflicts that arise between the members, Operations Manager, shall be resolved by three (3) arbitrators selected by the Parties. The arbitration proceedings shall be carried out in accordance with



OPERATING AGREEMENT FOR THE COMPANY

BLACK TITAN LLC

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the regulations of the State of Delaware, United States, and shall be subject to the following provisions:

(a) The arbitration shall take place in the State of Delaware, United States, and the proceedings shall be conducted in the English language.

(b) The arbitrators selected shall be fluent in the Spanish language and shall have experience in international matters.

(c) The parties waive any right that they may enjoy under the law of any nation to petition the courts of said nation for relief from the provisions of this clause or from any decision of the arbitrators made prior to the adjudication.

Article 60- CORPORATE RESPONSIBILITY

*The Members/Partners/Associates of the Corporation and the Members of the Board should pay particular attention during international business dealings with this Corporation to avoid any type of business practice that are against the laws of the United States of America. These laws include, but are not limited to The Foreign Corrupt Practices Act, and all laws against corruption, contraband, drug trafficking, terrorism etc. In the case that a business practice by the Corporation violates United States law or any other Country law, it is agreed that the Members/Partners/Associates of the Corporation are solely responsible before the law and will assume 100% of the responsibility. Additionally, it is agreed that the Members/Partners/Associates will assume the same level of responsibility if the unlawful acts are committed through managers, employees, or individual who had been given power of attorney of the Corporation that were authorized by any of the Members/Partners/Associates. **PARAGRAPH:** Additionally, it is agreed that Cyva International Services LLC as Temporal Operations Manager and Tandem International Business Services LLC as Organizer of – **BLACK TITAN LLC** -, will not assume any level of responsibility in United States or in any other Country, if the unlawful acts are committed through Member, Partners, Associates Managers, any employees or individual who had been given power of attorney of the Corporation.*

IN WITNESS WHEREOF, **Signs this agreement on 21th day of January 2025**

Operations Manager: Cyva International Services LLC
By: Jairo Vargas Authorized Person



MINUTES OF FIRST MEETING OF THE MEMBERS

BLACK TITAN LLC

(A Delaware Limited Liability Company)

The first meeting of Member (s) of the above Company was held at:

Place: 6355 NW 36 ST Suite 507 Virginia Gardens, FL 33166

Date: 21st day of January 2025

Time: Six thirty in the Afternoon (6:30 p.m.)

HUMBERTO MARTINEZ LEAL, being Member, and **CYVA INTERNATIONAL SERVICES LLC** By: **JAIRO VARGAS**, Authorized Signatory, as sole Manager of **BLACK TITAN LLC** hereby confirms that in accordance to the Company's Agreement, the following resolutions were ratified, approved and adopted:

Election of Members: That, according to Section 3 of the Company's Agreement, Humberto Martinez Leal is elected as a Member of the company, assuming his responsibilities and duties as set forth in such Agreement.

Election of Managers: Those according to Section 4. of the Agreement, the initial **Temporal** Manager of the Company is: **CYVA INTERNATIONAL SERVICES LLC, BY: JAIRO VARGAS:** Operating/Manager
The Manager hereby assumes their responsibilities and duties fixed in the Company's Agreement.

Adoption of Articles of Organization and Company's Agreement: The Members and Managers of the Company, hereby ratify, approve, and adopt the Articles of Organization and Company's Agreement.

Corporate Seal: It was also adopted and approved the corporate seal as the Company's seal and an impression thereof will be made on margin of these minutes.

Banking Powers: It was resolved that the Managers, Members and/or Attorney's-in-fact of the Company be and hereby are authorized and empowered to open an account with a bank, or any other financial corporation as may be necessary or convenient for the efficient operation of the Company, and to deposit therein all funds of the Company, all drafts, checks, notes, payable on such account to be made on behalf of the Company and signed by those persons and they will append a copy of the bank's corporate resolution to the Minutes of the Meeting.

Membership Certificate: the specimen copy of a proposed membership certificate, which represents the units of interest in the Company, was approved and adopted.

Issuance of units of ownership in the Company" The Members and Managers approved the following issue of units of interest"

Name & Address


Interest in the Company

HUMBERTO MARTINEZ LEAL

100%

The Members and Managers of the Company are hereby authorized and empowered to take any action to execute and deliver any and all instruments in connection with carrying out the above resolutions.

There being no further matters to be discussed the meeting was adjourned.

Manager: 
Cyva International Services"
By: Jairo Vargas Authorized Signatory

Attest, Member: HUMBERTO MARTINEZ

MINUTES OF THE MEETING OF THE ASSEMBLY OF MEMBERS OF

BLACK TITAN LLC

(A Delaware Limited Liability Company)

The meeting of Members of the Limited Liability Company was held at:

Place: 6355 NW 36 ST Suite 507 Virginia Gardens, FL. 33166

Date: 21ST day of January 2025

Time: Six thirty in the afternoon (6:30 PM)

Notice of this meeting as to the time, place and purpose thereof having been waived by all persons entitled thereto, a meeting of the members of the Limited Liability Company was convened.

Present or duly represented: Mr. **HUMBERTO MARTINEZ LEAL**, being the Member and CYVA INTERNATIONAL SERVICES LLC By: JAIRO VARGAS Authorized Signatory, as sole Manager of **BLACK TITAN LLC** hereby confirms that in accordance with the Company's Agreement, the following resolutions were ratified, approved and adopted:

FIRST: **BLACK TITAN LLC, DOES NOT GRANT GENERAL POWER OF ATTORNEY TO ANYBODY.**

SECOND: To grant a Specifics Power of Attorney in favor of Mr. **HUMBERTO MARTINEZ LEAL** being Member, and Anabelle Gabriela Jauregui Secretary Manager of the Corporation.

THIRD: To authorize CYVA INTERNATIONAL SERVICES LLC By: JAIRO VARGAS authorized Signatory, as sole Manager of **BLACK TITAN LLC**, to grant the above-mentioned Specifics Power of Attorney in the terms and conditions they may deem convenient.

There being no further matters to be discussed, it was declared closed and in witness thereof these Minutes have been issued and signed on the date and place first written above.



Cyva International Services LLC

By: Jairo Vargas Authorized Person

As sole Manager BLACK TITAN LLC

Attest:

Member: **HUMBERTO MARTINEZ**

BLACK TITAN LLC

(A Delaware Limited Liability Company)

POWER OF ATTORNEY

BLACK TITAN LLC a Limited Liability Company organized and existing under the laws of the State of Delaware, U.S.A. (the “Company”) with the Delaware Registration Number SR 20250193200 – 10072179 FILE, does hereby constitute and appoint:

HUMBERTO MARTINEZ: International Financial Manager
y/o

ANABELLE GABRIELA JAUREGUI: Secretary

It’s true and lawful attorney in fact (“Attorney – in –Fact”) for the Company for the following purposes:

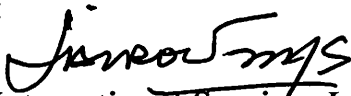
1. Open, operate, and close bank accounts for the company in any country in the world. Make, execute, endorse, accept and deliver in the name of the company all checks, notes, drafts and other instruments and effect all financial transactions for the company.

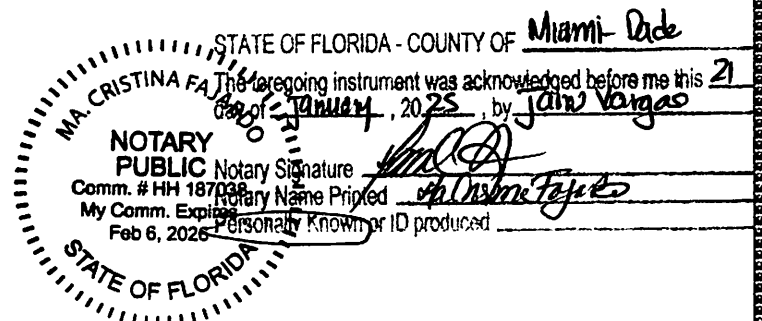
This Power of Attorney shall be governed by and construed under the laws of Delaware of the United States of America.

This Power of Attorney shall be valid from the date below until the completion of the aforementioned duties, but in no case longer than six months from the below date.

In witness whereof, **BLACK TITAN LLC** has caused this instrument to be executed by its Authorized Person and sealed with its company seal on January 21st, 2025.

Attest:


Cyva International Services LLC
By: Jairo Vargas Authorized Signatory
As sole Manager **BLACK TITAN LLC**



STATEMENT OF MANAGING MEMBER(S)

STATEMENT OF MANAGING

OF THE AUTHORIZED PERSON OF

BLACK TITAN LLC

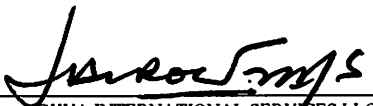
(A Delaware Limited Liability Company)

I, Jairo Vargas, being the Authorized Person of CYVA INTERNATIONAL SERVICES LLC the Sole Manager of – **BLACK TITAN LLC** -- a Delaware Limited Liability Company -- hereby certify pursuant to Section 18-201 of the Delaware Limited Liability Company Act and to the best of my knowledge that:

1. The Certificate of Formation of – **BLACK TITAN LLC** - was filed with the Secretary of State of Delaware on January 21st, 2025 - SR 20250193200 FILE 10072179
2. On January 21st, 2025 the following person(s) were named to serve as the Member(s) and Temporal Manager(s) of the Limited Liability Company until their successors are elected and qualify:

Humberto Martinez Leal : International Financial Manager and Legal Representative

In witness whereof, I have signed this instrument as of the date when these actions were so taken this 21st day of January 2025



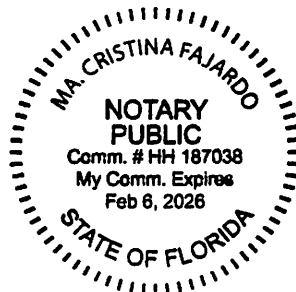
CYVA INTERNATIONAL SERVICES LLC.
By, Jairo Vargas, Authorized Signatory

State of Florida)
County of Miami Dade)

I certify that the above is a true and correct signature of Jairo Vargas this January 21st, 2025



Ma. Cristina Fajardo, Notary Public
State of Florida
My Commission Expires February 6, 2026



Application for Employer Identification Number

(For use by employers, corporations, partnerships, trusts, estates, churches, government agencies, Indian tribal entities, certain individuals, and others.)
See separate instructions for each line. Keep a copy for your records.
Go to www.irs.gov/FormSS4 for instructions and the latest information.

OMB No. 1545-0003

EIN

Type or print clearly.	1 Legal name of entity (or individual) for whom the EIN is being requested BLACK TITAN LLC					
	2 Trade name of business (if different from name on line 1)		3 Executor, administrator, trustee, "care of" name			
	4a Mailing address (room, apt., suite no. and street, or P.O. box) 6355 NW 36 ST Suite 507		5a Street address (if different) (Don't enter a P.O. box.)			
	4b City, state, and ZIP code (if foreign, see instructions) Virginia GArdens, FL. 33166		5b City, state, and ZIP code (if foreign, see instructions)			
	6 County and state where principal business is located Miami-Dade					
	7a Name of responsible party		7b SSN, ITIN, or EIN			
8a Is this application for a limited liability company (LLC) (or a foreign equivalent)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			8b If 8a is "Yes," enter the number of LLC members 2			
8c If 8a is "Yes," was the LLC organized in the United States? <input type="checkbox"/> Yes <input type="checkbox"/> No						
9a Type of entity (check only one box). Caution: If 8a is "Yes," see the instructions for the correct box to check. <input type="checkbox"/> Sole proprietor (SSN) <input type="checkbox"/> Estate (SSN of decedent) <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Plan administrator (TIN) <input type="checkbox"/> Corporation (enter form number to be filed) <input type="checkbox"/> Trust (TIN of grantor) <input type="checkbox"/> Personal service corporation <input type="checkbox"/> Military/National Guard <input type="checkbox"/> State/local government <input type="checkbox"/> Church or church-controlled organization <input type="checkbox"/> Farmers' cooperative <input type="checkbox"/> Federal government <input type="checkbox"/> Other nonprofit organization (specify) <input type="checkbox"/> REMIC <input type="checkbox"/> Indian tribal governments/enterprises <input type="checkbox"/> Other (specify) Group Exemption Number (GEN) if any						
9b If a corporation, name the state or foreign country (if applicable) where incorporated		State	Foreign country			
10 Reason for applying (check only one box) <input type="checkbox"/> Started new business (specify type) <input checked="" type="checkbox"/> Banking purpose (specify purpose) <input type="checkbox"/> Hired employees (Check the box and see line 13.) <input type="checkbox"/> Changed type of organization (specify new type) <input type="checkbox"/> Compliance with IRS withholding regulations <input type="checkbox"/> Purchased going business <input type="checkbox"/> Other (specify) <input type="checkbox"/> Created a trust (specify type) <input type="checkbox"/> Created a pension plan (specify type)						
11 Date business started or acquired (month, day, year). See instructions. January 21, 2025		12 Closing month of accounting year				
13 Highest number of employees expected in the next 12 months (enter -0- if none). If no employees expected, skip line 14. <table border="1"><tr><td>Agricultural</td><td>Household</td><td>Other</td></tr></table>		Agricultural	Household	Other	14 If you expect your employment tax liability to be \$1,000 or less in a full calendar year and want to file Form 944 annually instead of Forms 941 quarterly, check here. (Your employment tax liability will generally be \$1,000 or less if you expect to pay \$5,000 or less, \$6,536 or less if you're in a U.S. territory, in total wages.) If you don't check this box, you must file Form 941 for every quarter. <input type="checkbox"/>	
Agricultural	Household	Other				
15 First date wages or annuities were paid (month, day, year). Note: If applicant is a withholding agent, enter date income will first be paid to nonresident alien (month, day, year)						
16 Check one box that best describes the principal activity of your business. <input type="checkbox"/> Construction <input type="checkbox"/> Rental & leasing <input type="checkbox"/> Transportation & warehousing <input type="checkbox"/> Health care & social assistance <input type="checkbox"/> Wholesale—agent/broker <input type="checkbox"/> Real estate <input type="checkbox"/> Manufacturing <input type="checkbox"/> Finance & insurance <input type="checkbox"/> Accommodation & food service <input type="checkbox"/> Wholesale—other <input type="checkbox"/> Retail <input type="checkbox"/> Other (specify)						
17 Indicate principal line of merchandise sold, specific construction work done, products produced, or services provided.						
18 Has the applicant entity shown on line 1 ever applied for and received an EIN? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes," write previous EIN here						
Third Party Designee	Complete this section only if you want to authorize the named individual to receive the entity's EIN and answer questions about the completion of this form.					
	Designee's name		Designee's telephone number (include area code)			
	Address and ZIP code		Designee's fax number (include area code) 786-2641193			
Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.			Applicant's telephone number (include area code)			
Name and title (type or print clearly)			Applicant's fax number (include area code)			
Signature 1			Date 01-22-25			

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
PHILADELPHIA PA 19255-0023

001317.644789.385796.23877 1 MB 0.622 692



BLACK TITAN LLC
CARLOS IGNACIO PATINO MBR
6355 NW 36TH ST STE 507
VIRGINIA GDNS FL 33166

Date of this notice: 01-29-2025

Employer Identification Number:
33-3039418

Form: SS-4

Number of this notice: CP 575 B

For assistance you may call us at
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

001317

— WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 33-3039418. This EIN will identify your entity, accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please visit, www.irs.gov/einnotrequested.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1065

03/15/2026

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification (corporation, partnership, estate, trust, EPMF, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, Entity Classification Election, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, Election by a Small Business Corporation. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is BLAC. You will need to provide this information, along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter. If you do not need to write us, do not complete, and return this stub.

Thank you for your cooperation.





001317

Keep this part for your records.

CP 575 B (Rev. 1-2022)

Return this part with any correspondence
so we may identify your account. Please
correct any errors in your name or address.

CP 575 B

0509910645

Your Telephone Number Best Time to Call
() -

DATE OF THIS NOTICE: 01-29-2025
EMPLOYER IDENTIFICATION NUMBER: 33-3039418
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
PHILADELPHIA PA 19255-0023

BLACK TITAN LLC
CARLOS IGNACIO PATINO MBR
6355 NW 36TH ST STE 507
VIRGINIA GDNS FL 33166



BLACK TITAN LLC

REGISTER OF MEMBERS

MEMBERS Names and Addresses	CERTIFICATE Number	UNITS OF INTEREST Number and Class	DATE OF ISSUANCE Nominatives	AMOUNT PAID	TRANSFER OF UNITS OF INTEREST			REPURCHASE OF UNITS OF INTEREST		
					DATE	UNITS OF INTEREST Number and Class	NEW CERT. No	DATE	SHARES Number and Class	Certificate Number
HUMBERTO MARTINEZ LEAL	0 0 1	100%	1/21/2025							

CERTIFICATE **Nº 01** For 1,000 Units

Issued to HUMBERTO MARTINEZ LEAL

Dated January 21st, 2025

Received Certificate No. _____
For _____ Units
on _____, _____

From whom transferred _____

Dated	No. OF ORIGINAL CERTIFICATE	No. OF ORIGINAL UNITS	No. OF UNITS TRANSFERRED

01

ORGANIZED UNDER THE LAWS OF
THE STATE OF DELAWARE

UNITS
1,000

Membership Certificate

BLACK TITAN LLC

A LIMITED LIABILITY COMPANY
1,000 UNITS AT \$ 10.00 PAR VALUE

This Certifies That **HUMBERTO MARTINEZ LEAL** is the owner
of 1,000 Units (100% One Hundred - Percent) Units of the above Limited Liability Company
transferable only on the books of the Limited Liability Company by the holder hereof in person or by duly authorized attorney upon
surrender of this Certificate properly endorsed, and is entitled to the full benefits and privileges of such membership subject to the duties and
obligations, as more fully set forth in the Company's Articles of Organization/Operating Agreement/Regulations for this Limited
Liability Company. Transfer of these Units is subject to restrictions in the books of the Limited Liability Company.

In Witness Whereof, The said Limited Liability Company has caused this Certificate to be executed
by its duly authorized Member(s) Manager(s) and its Limited Liability Company Seal to be hereunto
affixed, this 21st day of January A.D., 2025

Jairo Frays
MANAGER

MEMBER



ASSIGNMENT OF MEMBERSHIP INTEREST IN

The undersigned (assignor), as owner of a membership interest in the above named limited liability company, transfer and assigns said membership interest unto:

_____ (assignee)

in whole or in part as follows:

____ (Check here for assignment of whole interest)

The assignor's whole membership interest in said Limited Liability Company unto assignee.

____ (Check here for assignment of part of an interest)

The undersigned transfers and assigns _____ of the assignor's membership interest in said Limited Liability Company unto assignee.

The foregoing assignment is effective as of the _____ day of _____ 20 _____

Witness

Assignor:

By:

WARNING: THE ASSIGNEE OF THIS INTEREST WILL NOT BECOME A MEMBER NOR HAVE THE RIGHT TO PARTICIPATE IN THE MANAGEMENT AND BUSINESS AFFAIRS OF THE LIMITED LIABILITY COMPANY UNLESS ALL MEMBERS (EXCEPT ASSIGNOR) APPROVE OR UNLESS OTHERWISE PROVIDED IN THE ARTICLES OF ORGANIZATION OR OPERATING AGREEMENT.



The security features listed below, exceed industry guidelines

• Optically dead • Bleach reactivity • Polar class solvent (approx. 30 solvents) reactivity • blue stain • Non-polar class solvent (approx. 35 solvents) reactivity • blue / black stain • Acid reaction • pink stain • Base reaction • blue green stain • Invisible embedded fiber • fluoresces yellow • 2 visible embedded fibers • green and red • True paper machine watermark • True security level toner anchorage for laser printing • Void pantograph background • High resolution border

Absence of these features may indicate alteration.