Authorization for Credit Card Transactions

Department of Homeland Security

Form G-1450

How To Fill Out Form G-1450

1. Type or print legibly in black ink.
2. Complete the "**Applicant's/Petitioner's/Requester's Information**," "**Credit Card Billing Information**," and "**Credit Card Information**" sections and sign the authorization. **NOTE:** The credit card must be issued by a U.S. bank.
3. Place your Form G-1450 ON TOP of your application, petition, or request package.

NOTE: Failure to provide the requested information may result in DHS and your financial institution not accepting the payment. DHS cannot process credit card payments without an authorized signature.

NOTE: Please see the USCIS Form G-1450 website for additional information.

We recommend that you print or save a copy of your completed Form G-1450 to review in the future and for your records.

By completing this transaction, you agree that you have paid for a government service and that the filing fee, biometric services fee and all related financial transactions are final and not refundable, regardless of any action DHS takes on an application, petition, or request. You must submit all fees in the exact amounts. DHS will charge your credit card up to the amount you authorize below.

Please refer to the form(s) you are filing for additional information, or you may call the USCIS Customer Contact number at **1-800-375-5283**. For TTY (deaf or hard of hearing) call: **1-800-767-1833**.

Applicant's/Petitioner's/Requester's Information (Full Legal Name)		
Given Name (First Name)	Middle Name (if any)	Family Name (Last Name)
Credit Card Billing Information (Credit Card Holder's Name as it Appears on the Card)		
Given Name (First Name)	Middle Name (if any)	Family Name (Last Name)
Credit Card Holder's Billing Address:		
Street Number and Name	Apt. Ste. Flr. ☐ ☐ ☐	Number
City or Town	State	ZIP Code
Credit Card Holder's Signature and Contact Information:		
Credit Card Holder's Signature		
Credit Card Holder's Daytime Telephone Number	Credit Card Holder's Email Address	

Credit Card Information		
Credit Card Number	**Credit Card Type:** ☐ Visa ☐ MasterCard ☐ American Express ☐ Discover	Authorized Payment Amount $ 695.00
Credit Card Expiration Date (mm/yyyy) CVV Code		

Authorization for Credit Card Transactions

Department of Homeland Security

Form G-1450

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Given Name (First Name)	Middle Name (if any)	Family Name (Last Name)
Credit Card Billing Information (Credit Card Holder's Name as it Appears on the Card)		
Given Name (First Name)	Middle Name (if any)	Family Name (Last Name)
Credit Card Holder's Billing Address:		
Street Number and Name	Apt. Ste. Flr. ☐ ☐ ☐	Number
City or Town	State	ZIP Code
Credit Card Holder's Signature and Contact Information:		
Credit Card Holder's Signature		
Credit Card Holder's Daytime Telephone Number	Credit Card Holder's Email Address	

Credit Card Information		
Credit Card Number	**Credit Card Type:** ☐ Visa ☐ MasterCard ☐ American Express ☐ Discover	Authorized Payment Amount $ 300.00
Credit Card Expiration Date (mm/yyyy) CVV Code		

Authorization for Credit Card Transactions

Department of Homeland Security

Form G-1450

How To Fill Out Form G-1450

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2. Complete the "**Applicant's/Petitioner's/Requester's Information**," "**Credit Card Billing Information**," and "**Credit Card Information**" sections and sign the authorization. **NOTE:** The credit card must be issued by a U.S. bank.
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Given Name (First Name)	Middle Name (if any)	Family Name (Last Name)
Credit Card Billing Information (Credit Card Holder's Name as it Appears on the Card)		
Given Name (First Name)	Middle Name (if any)	Family Name (Last Name)
Credit Card Holder's Billing Address:		
Street Number and Name	Apt. Ste. Flr. ☐ ☐ ☐	Number
City or Town	State	ZIP Code
Credit Card Holder's Signature and Contact Information:		
Credit Card Holder's Signature		
Credit Card Holder's Daytime Telephone Number	Credit Card Holder's Email Address	

Credit Card Information		
Credit Card Number	**Credit Card Type:** ☐ Visa ☐ MasterCard ☐ American Express ☐ Discover	Authorized Payment Amount $ 500.00
Credit Card Expiration Date (mm/yyyy) CVV Code		

Authorization for Credit Card Transactions

Department of Homeland Security

Form G-1450

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2. Complete the "**Applicant's/Petitioner's/Requester's Information**," "**Credit Card Billing Information**," and "**Credit Card Information**" sections and sign the authorization. **NOTE:** The credit card must be issued by a U.S. bank.
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Credit Card Billing Information (Credit Card Holder's Name as it Appears on the Card)		
Given Name (First Name)	Middle Name (if any)	Family Name (Last Name)
Credit Card Holder's Billing Address:		
Street Number and Name	Apt. Ste. Flr. ☐ ☐ ☐	Number
City or Town	State	ZIP Code
Credit Card Holder's Signature and Contact Information:		
Credit Card Holder's Signature		
Credit Card Holder's Daytime Telephone Number	Credit Card Holder's Email Address	

Credit Card Information		
Credit Card Number	**Credit Card Type:** ☐ Visa ☐ MasterCard ☐ American Express ☐ Discover	Authorized Payment Amount $ 2965.00
Credit Card Expiration Date (mm/yyyy) CVV Code		

Authorization for Credit Card Transactions

Department of Homeland Security

Form G-1450

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2. Complete the "**Applicant's/Petitioner's/Requester's Information**," "**Credit Card Billing Information**," and "**Credit Card Information**" sections and sign the authorization. **NOTE:** The credit card must be issued by a U.S. bank.
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Applicant's/Petitioner's/Requester's Information (Full Legal Name)		
Given Name (First Name)	Middle Name (if any)	Family Name (Last Name)
Credit Card Billing Information (Credit Card Holder's Name as it Appears on the Card)		
Given Name (First Name)	Middle Name (if any)	Family Name (Last Name)
Credit Card Holder's Billing Address:		
Street Number and Name	Apt. Ste. Flr. ☐ ☐ ☐	Number
City or Town	State	ZIP Code
Credit Card Holder's Signature and Contact Information:		
Credit Card Holder's Signature		
Credit Card Holder's Daytime Telephone Number	Credit Card Holder's Email Address	

Credit Card Information		
Credit Card Number	**Credit Card Type:** ☐ Visa ☐ MasterCard ☐ American Express ☐ Discover	Authorized Payment Amount $ 470.00
Credit Card Expiration Date (mm/yyyy) CVV Code		

Nonimmigrant Petition for L-1A Intracompany Transferee Executive

New Office

Petitioner: Yanai Development LLC

Beneficiary: GOMES YANAI, Marcelo Kenji

HS Law Corp
P.O Box 90487
San Diego - CA - United States

TABLE OF CONTENTS

Petitioner: YANAI DEVELOPMENT LLC
Beneficiary: MARCELO KENJI GOMES YANAI
Type of Petition: Form I-129, L-1A Intracompany Transferee Executive – New Office
Classification Sought: INA § 101(a)(15)(L), 8 C.F.R. § 214.2(l)
Premium Processing: Form I-907 Premium Processing Request

Forms	• Form G-1450 – I-129 L Filing Fee – $695 • Form G-1450 – Asylum Program Fee – $300 • Form G-1450 – Fraud Prevention and Detection Fee – $500 • Form G-1450 – I-907 Premium Processing Fee – $2,965 • Form G-1450 – I-539 Filing Fee – $470 • Petition Cover Sheet • Table of Contents • Form G-1145 – E-Notification for Form I-129 / I-907 • Form G-28 – Petitioner • Form I-907 – Premium Processing Request • Form I-129 – L-1A Petition and Supplement • Form G-1145 – E-Notification for Form I-539 / I-539A • Form G-28 – Derivative Principal Applicant • Form I-539 – Application to Change of Status • Form G-28 – Derivative Child • Form I-539A – Derivative Child • Form G-28 – Derivative Child • Form I-539A – Derivative Child • Petition Cover Letter
Petition Cover Letter	• Summary of Cover Letter • Petition Cover Letter • Exhibit List
Exhibit A **U.S. Company: Formation, Ownership, Capitalization, Physical Premises, Business Plan, and Operational Readiness**	• Formation and Corporate Registration Documents of Yanai Development LLC • IRS EIN Confirmation Letter for Yanai Development LLC • Operating Agreement and Ownership Documents of Yanai Development LLC • LLC Membership Certificates of Yanai Development LLC • Chase Business Bank Account Documents and Capital Contribution Records • Investment Capacity Records of Marcelo Kenji Gomes Yanai • Lease Agreement and Office Photographs / Physical Premises Evidence • Yanai Development LLC Website / Online Business Presence • Professional Services Agreement with Akanni Financial Consulting • U.S. Professional Services Agreement with Pink Hammer Construction

	• Business Plan for Yanai Development LLC
Exhibit B **Brazilian Companies: Corporate Existence, Ownership, Financial Capacity, Ongoing Operations, Management Systems, Contracts, and Organizational Structure**	• Corporate Registration, Formation, Status, and Ownership Documents of Yanai Gestão de Obras e Construções Ltda. • Corporate Registration, Formation, Status, and Ownership Documents of Yanai Construtora e Incorporadora Ltda. • Financial Records of Yanai Gestão de Obras e Construções Ltda. and Capacity to Support U.S. Expansion • Institutional, Operational, Website, Technology, Project-Management Systems, Dashboards, Quotation Maps, and Construction Daily Report Materials • Lease Agreement and Photographs of the Brazilian Physical Premises and Business Operations • Group Organizational Chart of the Yanai Economic Group • Post-Transfer Organizational Chart of Yanai Gestão de Obras e Construções Ltda. • Employee Agreements, Vendor Agreements, Contractor Records, Supplier Records, Service Provider Records, Payment Records, Invoices, and Receipts • Brazilian Client Contracts and Active Project Engagements
Exhibit C **Beneficiary: Executive Role, Curriculum Vitae, Qualifications, Professional Background, and Support Letters**	• Internal Role Description / Proposed U.S. Executive Director Position • Marcelo Kenji Gomes Yanai Curriculum Vitae • Support Letter from Mr. Cristiano Postigo Roz • Support Letter from Mr. Leandro Marçal Collaço • Support Letter from Mr. Roberto Bassi • Support Letter from Mr. Fábio Maia Garrido Tebet • Support Letter from Mr. Mauricio Sakamoto Fukutaki • Academic Records and Professional Qualifications of Marcelo Kenji Gomes Yanai
Exhibit D **Personal Documents and Immigration Records**	• Beneficiary Birth Certificate • Beneficiary Passport Biographical Page • Beneficiary U.S. Visa • Beneficiary Form I-94 and Travel History • Beneficiary Social Security Number Record • Marriage Certificate • Derivative Family Members' Birth Certificates • Derivative Family Members' Passport Biographical Pages • Derivative Family Members' U.S. Visas • Derivative Family Members' Forms I-94 and Travel Histories

e-Notification of Application/Petition Acceptance

Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form G-1145

What Is the Purpose of This Form?

Use this form to request an electronic notification (e-Notification) when U.S. Citizenship and Immigration Services accepts your immigration application. This service is available for applications filed at a USCIS Lockbox facility.

General Information

Complete the information below and clip this form to the first page of your application package. You will receive one e-mail and/or text message for each form you are filing.

We will send the e-Notification within 24 hours after we accept your application. Domestic customers will receive an e-mail and/or text message; overseas customers will only receive an e-mail. Undeliverable e-Notifications cannot be resent.

The e-mail or text message will display your receipt number and tell you how to get updated case status information. It will not include any personal information. The e-Notification does not grant any type of status or benefit; rather it is provided as a convenience to customers.

USCIS will also mail you a receipt notice (I-797C), which you will receive within 10 days after your application has been accepted; use this notice as proof of your pending application or petition.

USCIS Privacy Act Statement

AUTHORITIES: The information requested on this form is collected pursuant to section 103(a) of the Immigration and Nationality Act, as amended INA section 101, et seq.

PURPOSE: The primary purpose for providing the information on this form is to request an electronic notification when USCIS accepts immigration form. The information you provide will be used to send you a text and/or email message.

DISCLOSURE: The information you provide is voluntary. However, failure to provide the requested information may prevent USCIS from providing you a text and/or email message receipting your immigration form.

ROUTINE USES: The information provided on this form will be used by and disclosed to DHS personnel and contractors in accordance with approved routine uses, as described in the associated published system of records notices [**DHS/USCIS-007 - Benefits Information System and DHS/USCIS-001 - Alien File (A-File) and Central Index System (CIS)**, which can be found at **www.dhs.gov/privacy**]. The information may also be made available, as appropriate for law enforcement purposes or in the interest of national security.

Complete this form and clip it on top of the first page of your immigration form(s).

Applicant/Petitioner Full Last Name	Applicant/Petitioner Full First Name	Applicant/Petitioner Full Middle Name
GOMES YANAI	**Marcelo Kenji**	**N/A**

Email Address	Mobile Phone Number (Text Message)
marceloyanai@gmail.com	**9096712548**

Notice of Entry of Appearance as Attorney or Accredited Representative

Department of Homeland Security

DHS Form G-28
OMB No. 1615-0105
Expires 05/31/2021

Part 1. Information About Attorney or Accredited Representative

1. USCIS Online Account Number (if any)

► 0 0 7 4 9 2 6 2 5 4 3 8

Name of Attorney or Accredited Representative

2.a. Family Name (Last Name): HAVERROTH SILVA

2.b. Given Name (First Name): Otavio

2.c. Middle Name: N/A

Address of Attorney or Accredited Representative

3.a. Street Number and Name: PO Box 90487

3.b. ☐ Apt. ☐ Ste. ☐ Flr. N/A

3.c. City or Town: San Diego

3.d. State: CA **3.e.** ZIP Code: 92169

3.f. Province: N/A

3.g. Postal Code: N/A

3.h. Country: USA

Contact Information of Attorney or Accredited Representative

4. Daytime Telephone Number: 5102419336

5. Mobile Telephone Number (if any): 5102419336

6. Email Address (if any): otavio@legalhs.com

7. Fax Number (if any): N/A

Part 2. Eligibility Information for Attorney or Accredited Representative

Select **all applicable** items.

1.a. ☒ I am an attorney eligible to practice law in, and a member in good standing of, the bar of the highest courts of the following states, possessions, territories, commonwealths, or the District of Columbia. If you need extra space to complete this section, use the space provided in **Part 6. Additional Information**.

Licensing Authority: California

1.b. Bar Number (if applicable): 343486

1.c. I (select **only one** box) ☒ am not ☐ am subject to any order suspending, enjoining, restraining, disbarring, or otherwise restricting me in the practice of law. If you are subject to any orders, use the space provided in **Part 6. Additional Information** to provide an explanation.

1.d. Name of Law Firm or Organization (if applicable): HS Law Corp

2.a. ☐ I am an accredited representative of the following qualified nonprofit religious, charitable, social service, or similar organization established in the United States and recognized by the Department of Justice in accordance with 8 CFR part 1292.

2.b. Name of Recognized Organization: N/A

2.c. Date of Accreditation (mm/dd/yyyy): N/A

3. ☐ I am associated with N/A, the attorney or accredited representative of record who previously filed Form G-28 in this case, and my appearance as an attorney or accredited representative for a limited purpose is at his or her request.

4.a. ☐ I am a law student or law graduate working under the direct supervision of the attorney or accredited representative of record on this form in accordance with the requirements in 8 CFR 292.1(a)(2).

4.b. Name of Law Student or Law Graduate: N/A

Part 3. Notice of Appearance as Attorney or Accredited Representative

If you need extra space to complete this section, use the space provided in **Part 6. Additional Information**.

This appearance relates to immigration matters before (select **only one** box):

1.a. ☒ U.S. Citizenship and Immigration Services (USCIS)

1.b. List the form numbers or specific matter in which appearance is entered.

I-129 I-907

2.a. ☐ U.S. Immigration and Customs Enforcement (ICE)

2.b. List the specific matter in which appearance is entered.

N/A

3.a. ☐ U.S. Customs and Border Protection (CBP)

3.b. List the specific matter in which appearance is entered.

N/A

4. Receipt Number (if any)

► N/A

5. I enter my appearance as an attorney or accredited representative at the request of the (select **only one** box):

☐ Applicant ☒ Petitioner ☐ Requestor

☐ Beneficiary/Derivative ☐ Respondent (ICE, CBP)

Information About Client (Applicant, Petitioner, Requestor, Beneficiary or Derivative, Respondent, or Authorized Signatory for an Entity)

6.a. Family Name (Last Name): N/A

6.b. Given Name (First Name): Yanai Development LLC

6.c. Middle Name: N/A

7.a. Name of Entity (if applicable)

Yanai Development LLC

7.b. Title of Authorized Signatory for Entity (if applicable)

CEO

8. Client's USCIS Online Account Number (if any)

► N/A

9. Client's Alien Registration Number (A-Number) (if any)

► A- N/A

Client's Contact Information

10. Daytime Telephone Number

9096712548

11. Mobile Telephone Number (if any)

9096712548

12. Email Address (if any)

marcelo@yanaidevelopment.com

Mailing Address of Client

NOTE: Provide the client's mailing address. **Do not** provide the business mailing address of the attorney or accredited representative **unless** it serves as the safe mailing address on the application or petition being filed with this Form G-28.

13.a. Street Number and Name: PO Box 90487

13.b. ☐ Apt. ☐ Ste. ☐ Flr. N/A

13.c. City or Town: San Diego

13.d. State: CA **13.e.** ZIP Code: 92169

13.f. Province: N/A

13.g. Postal Code: N/A

13.h. Country

USA

Part 4. Client's Consent to Representation and Signature

Consent to Representation and Release of Information

I have requested the representation of and consented to being represented by the attorney or accredited representative named in **Part 1.** of this form. According to the Privacy Act of 1974 and U.S. Department of Homeland Security (DHS) policy, I also consent to the disclosure to the named attorney or accredited representative of any records pertaining to me that appear in any system of records of USCIS, ICE, or CBP.

Part 4. Client's Consent to Representation and Signature (continued)

Options Regarding Receipt of USCIS Notices and Documents

USCIS will send notices to both a represented party (the client) and his, her, or its attorney or accredited representative either through mail or electronic delivery. USCIS will send all secure identity documents and Travel Documents to the client's U.S. mailing address.

If you want to have notices and/or secure identity documents sent to your attorney or accredited representative of record rather than to you, please select **all applicable** items below. You may change these elections through written notice to USCIS.

1.a. ☒ I request that USCIS send original notices on an application or petition to the business address of my attorney or accredited representative as listed in this form.

1.b. ☒ I request that USCIS send any secure identity document (Permanent Resident Card, Employment Authorization Document, or Travel Document) that I receive to the U.S. business address of my attorney or accredited representative (or to a designated military or diplomatic address in a foreign country (if permitted)).

NOTE: If your notice contains Form I-94, Arrival-Departure Record, USCIS will send the notice to the U.S. business address of your attorney or accredited representative. If you would rather have your Form I-94 sent directly to you, select **Item Number 1.c.**

1.c. ☐ I request that USCIS send my notice containing Form I-94 to me at my U.S. mailing address.

Signature of Client or Authorized Signatory for an Entity

2.a. Signature of Client or Authorized Signatory for an Entity

2.b. Date of Signature (mm/dd/yyyy) 05/25/2026

Part 5. Signature of Attorney or Accredited Representative

I have read and understand the regulations and conditions contained in 8 CFR 103.2 and 292 governing appearances and representation before DHS. I declare under penalty of perjury under the laws of the United States that the information I have provided on this form is true and correct.

1. a. Signature of Attorney or Accredited Representative

1.b. Date of Signature (mm/dd/yyyy) 05/25/2026

2.a. Signature of Law Student or Law Graduate

N/A

2.b. Date of Signature (mm/dd/yyyy) N/A

Part 6. Additional Information

If you need extra space to provide any additional information within this form, use the space below. If you need more space than what is provided, you may make copies of this page to complete and file with this form or attach a separate sheet of paper. Type or print your name at the top of each sheet; indicate the **Page Number**, **Part Number**, and **Item Number** to which your answer refers; and sign and date each sheet.

1.a Family Name (Last Name): N/A

1.b. Given Name (First Name): Yanai Development LLC

1.c. Middle Name: N/A

2.a. Page Number: N/A **2.b.** Part Number: N/A **2.c.** Item Number: N/A

2.d. N/A

3.a. Page Number: N/A **3.b.** Part Number: N/A **3.c.** Item Number: N/A

3.d. N/A

4.a. Page Number: N/A **4.b.** Part Number: N/A **4.c.** Item Number: N/A

4.d. N/A

5.a. Page Number: N/A **5.b.** Part Number: N/A **5.c.** Item Number: N/A

5.d. N/A

6.a. Page Number: N/A **6.b.** Part Number: N/A **6.c.** Item Number: N/A

6.d. N/A

Request for Premium Processing Service

Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-907
OMB No. 1615-0048
Expires 02/28/2027

For USCIS Use Only	Request Physically Received by USCIS	Returned	Resubmitted	Receipt
	Date _____	Date _____	Date _____	
	Date _____	Date _____	Date _____	Action Block
	Remarks			

To be completed by an attorney or accredited representative (if any).	☒ Select this box if Form G-28 or Form G-28I is attached.	Attorney State Bar Number (if applicable)	Attorney or Accredited Representative USCIS Online Account Number (if any)
		343486	007492625438

▶ **START HERE - Type or print in black ink.**

Part 1. Information About the Person Filing This Request

1. Alien Registration Number (A-Number) (if any)
▶ A- N/A

2. USCIS Online Account Number (if any)
▶ 007492625438

3. Family Name (Last Name): HAVERROTH SILVA
Given Name (First Name): Otavio
Middle Name: N/A

4. Company or Organization Named in the Related Case (If filed on behalf of a company or organization)
HS Law Corp

5. Mailing Address

In Care Of Name
Otavio Haverroth Silva

Street Number and Name: PO Box 90487
Apt. ☐ Ste. ☐ Flr. ☐ Number: N/A

City or Town: San Diego
State: CA
ZIP Code: 92169 *USPS ZIP Code Lookup*

Province: N/A
Postal Code: N/A
Country: USA

6. Is your current mailing address the same as your physical address? ☒ Yes ☐ No

If you answered "No" to **Item Number 6.**, provide your physical address in **Item Number 7.**

Part 1. Information About the Person Filing This Request (continued)

7. Physical Address

Street Number and Name | Apt. ☐ Ste. ☐ Flr. ☐ | Number

City or Town | State | ZIP Code

Province | Postal Code | Country

8. Request for Premium Processing Service (select **only one** box):

☐ I am the **petitioner** who is filing or has filed a petition eligible for Premium Processing Service.

☒ I am the attorney or accredited representative **for the petitioner** who is filing or has filed a petition eligible for Premium Processing Service. (Complete and submit Form G-28, Notice of Entry of Appearance as Attorney or Accredited Representative, or Form G-28I, Notice of Entry of Appearance as Attorney In Matters Outside the Geographical Confines of the United States, if Form G-28 or Form G-28I has not been submitted with the petition.)

☐ I am the **applicant** who is filing or has filed an application eligible for Premium Processing Service.

☐ I am the attorney or accredited representative **for the applicant** who is filing or has filed an application eligible for Premium Processing Service. (Complete and submit Form G-28 or Form G-28I, if Form G-28 or Form G-28I has not been submitted with the application.)

Part 2. Information About the Request

1. Form Number of Related Petition or Application: I-129

2. Receipt Number of Related Petition or Application: N/A

3. Classification or Eligibility Requested: N/A

4. Petitioner or Applicant in the Related Case

Family Name (Last Name): N/A | Given Name (First Name): Yanai Development LLC | Middle Name: N/A

5. Beneficiary in the Related Case

Family Name (Last Name): GOMES YANAI | Given Name (First Name): Marcelo Kenji | Middle Name: N/A

6. Name of Point of Contact for the Company or Organization

Family Name (Last Name): N/A | Given Name (First Name): N/A | Middle Name: N/A

Position Title: N/A

7. Company or Organization IRS Employer Identification Number (EIN) (if any): N/A

Part 2. Information About the Request (continued)

8. Address of Petitioner, Applicant, Company, or Organization Named in Related Case

Street Number and Name	Apt.	Ste.	Flr.	Number
301 9ht St	☐	☒	☐	219

City or Town	State	ZIP Code
Redlands	CA	92374

Province	Postal Code	Country
		USA

Part 3. Requestor's Statement, Contact Information, Declaration, Certification, and Signature

NOTE: Read the **Penalties** section of the Form I-907 Instructions before completing this section.

I understand that U.S. Citizenship and Immigration Services (USCIS) will refund the Premium Processing Service fee to the person listed in **Part 1.** of this request if USCIS does not take an action on the related case within the applicable processing timeframe. I understand that case actions include a referral for investigation of suspected fraud, misrepresentation, or the issuance of an approval notice, a request for evidence, a notice of intent to deny, or a denial notice.

Requestor's Statement

NOTE: Select the box for either **Item A.** or **B.** in **Item Number 1.** If applicable, select the box for **Item Number 2.**

1. Requestor's Statement Regarding the Interpreter

A. ☒ I can read and understand English, and I have read and understand every question and instruction on this request and my answer to every question.

B. ☐ The interpreter named in **Part 4.** read to me every question and instruction on this request and my answer to every question in N/A, a language in which I am fluent, and I understood everything.

2. Requestor's Statement Regarding the Preparer

☐ At my request, the preparer named in **Part 5.**, N/A, prepared this request for me based only upon information I provided or authorized.

Requestor's Contact Information

3. Requestor's Daytime Telephone Number: 5102419336

4. Requestor's Mobile Telephone Number (if any): 5102419336

5. Requestor's Fax Number (if any): N/A

6. Requestor's Email Address (if any): otavio@legalhs.com

Requestor's Declaration and Certification

Copies of any documents I have submitted are exact photocopies of unaltered, original documents, and I understand that USCIS may require that I submit original documents to USCIS at a later date. Furthermore, I authorize the release of any information from any and all of my records that USCIS may need to determine my eligibility for the immigration benefit that I seek.

I furthermore authorize release of information contained in this request, in supporting documents, and in my USCIS records, to other entities and persons where necessary for the administration and enforcement of U.S. immigration law.

Part 3. Requestor's Statement, Contact Information, Declaration, Certification, and Signature (continued)

I certify, under penalty of perjury, that all of the information in my request and any document submitted with it were provided or authorized by me, that I reviewed and understand all of the information contained in, and submitted with, my request and that all of this information is complete, true, and correct.

Requestor's Signature

7. Requestor's Signature 

Date of Signature (mm/dd/yyyy): 05/29/2026

NOTE TO ALL REQUESTORS: If you do not completely fill out this request or fail to submit required documents listed in the Instructions, USCIS may deny your request.

Part 4. Interpreter's Contact Information, Certification, and Signature

Provide the following information about the interpreter.

Interpreter's Full Name

1. Interpreter's Family Name (Last Name): N/A

Interpreter's Given Name (First Name): N/A

2. Interpreter's Business or Organization Name (if any): N/A

Interpreter's Mailing Address

3. Street Number and Name: N/A

Apt. ☐ Ste. ☐ Flr. ☐ Number: N/A

City or Town: N/A

State: N/A

ZIP Code: N/A

Province: N/A

Postal Code: N/A

Country: N/A

Interpreter's Contact Information

4. Interpreter's Daytime Telephone Number: N/A

5. Interpreter's Mobile Telephone Number (if any): N/A

6. Interpreter's Email Address (if any): N/A

Interpreter's Certification

I certify, under penalty of perjury, that:

I am fluent in English and N/A, which is the same language specified in **Part 3.**, **Item B.** in **Item Number 1.**, and I have read to this requestor in the identified language every question and instruction on this request and his or her answer to every question. The requestor informed me that he or she understands every instruction, question, and answer on the request, including the **Requestor's Declaration and Certification**, and has verified the accuracy of every answer.

Part 4. Interpreter's Contact Information, Certification, and Signature (continued)

Interpreter's Signature

7. Interpreter's Signature: N/A

Date of Signature (mm/dd/yyyy): N/A

Part 5. Contact Information, Declaration, and Signature of the Person Preparing this Request, if Other Than the Requestor

Provide the following information about the preparer.

Preparer's Full Name

1. Preparer's Family Name (Last Name)

Preparer's Given Name (First Name)

2. Preparer's Business or Organization Name (if any)

Preparer's Mailing Address

3. Street Number and Name

Apt. ☐ Ste. ☐ Flr. ☐ Number

City or Town

State

ZIP Code

Province

Postal Code

Country

Preparer's Contact Information

4. Preparer's Daytime Telephone Number

5. Preparer's Mobile Telephone Number (if any)

6. Preparer's Email Address (if any)

Preparer's Statement

7.A. ☐ I am not an attorney or accredited representative but have prepared this request on behalf of the requestor with the requestor's consent.

B. ☐ I am an attorney or accredited representative and my representation of the requestor in this case

☐ extends ☐ does not extend beyond the preparation of this request.

NOTE: If you are an attorney or accredited representative, you may need to submit a completed Form G-28 or Form G-28I with this request.

Part 5. Contact Information, Declaration, and Signature of the Person Preparing this Request, if Other Than the Requestor (continued)

Preparer's Certification

By my signature, I certify, under penalty of perjury, that I prepared this request at the request of the requestor. The requestor then reviewed this completed request and informed me that he or she understands all of the information contained in, and submitted with, his or her request, including the **Requestor's Declaration and Certification**, and that all of this information is complete, true, and correct. I completed this request based only on information that the requestor provided to me or authorized me to obtain or use.

Preparer's Signature

8. Preparer's Signature

Date of Signature (mm/dd/yyyy)

Part 6. Additional Information

If you need extra space to provide any additional information within this petition, use the space below. If you need more space than what is provided, you may make copies of this page to complete and file with this petition or attach a separate sheet of paper. Type or print your name and A-Number (if any) at the top of each sheet; indicate the **Page Number**, **Part Number**, and **Item Number** to which your answer refers; and sign and date each sheet.

1. Family Name (Last Name): HAVERROTH SILVA | Given Name (First Name): Otavio | Middle Name: N/A

2. A-Number (if any) ► **A-** N/A

3.A. Page Number: N/A **3.B.** Part Number: N/A **3.C.** Item Number: N/A

3.D.

N/A

4.A. Page Number: N/A **4.B.** Part Number: N/A **4.C.** Item Number: N/A

4.D.

N/A

5.A. Page Number: N/A **5.B.** Part Number: N/A **5.C.** Item Number: N/A

5.D.

N/A

Petition for a Nonimmigrant Worker

Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-129
OMB No. 1615-0009
Expires 12/31/2027

For USCIS Use Only	Receipt	Partial Approval (explain)	Action Block
Class: _____ No. of Workers: _____ Job Code: _____ Validity Dates: _____ From: _____ To: _____	☐ **Classification Approved** ☐ Consulate/POE/PFI Notified At: _____ ☐ Extension Granted ☐ COS/Extension Granted		

► **START HERE - Type or print in black ink.**

Part 1. Petitioner Information

If you are an individual filing this petition, complete **Item Number 1. If you are a company or an organization filing this petition,** complete **Item Number 2**.

1. Legal Name of Individual Petitioner

Family Name (Last Name) | Given Name (First Name) | Middle Name

2. Company or Organization Name

Yanai Development LLC

3. Mailing Address of Individual, Company or Organization

In Care Of Name: Otavio Haverroth Silva

Street Number and Name: PO Box 90487 | Apt. Ste. Flr. ☐ ☐ ☐ | Number: N/A

City or Town: San Diego | State: CA | ZIP Code: 92169

Province: N/A | Postal Code: N/A | Country: USA

4. Contact Information

Daytime Telephone Number: 9096712548 | Mobile Telephone Number: 9096712548 | Email Address (if any): marcelo@yanaidevelopment.com

Other Information

5. Federal Employer Identification Number (FEIN)
► 422438686

6. Are you a nonprofit organized as tax exempt or a governmental research organization? ☐ Yes ☒ No

Part 1. Petitioner Information (continued)

7. Individual IRS Tax Number ► 4 2 2 4 3 8 6 8 6

8. U.S. Social Security Number (if any) ►

Part 2. Information About This Petition

1. Requested Nonimmigrant Classification (Write classification symbol): L-1A

2. **Basis for Classification** (select **only one** box)**:**

- ☒ **a.** New employment.
- ☐ **b.** Continuation of previously approved employment without change with the same employer.
- ☐ **c.** Change in previously approved employment.
- ☐ **d.** New concurrent employment.
- ☐ **e.** Change of employer.
- ☐ **f.** Amended petition.

3. **Provide the most recent petition/application receipt number for the beneficiary. If none exists, indicate "None."** ► none

4. **Requested Action** (select **only one** box)**:**

- ☐ **a.** Notify the office in **Part 4.** so each beneficiary can obtain a visa or be admitted. (**NOTE:** A petition is not required for E-1, E-2, E-3, H-1B1 Chile/Singapore, or TN visa beneficiaries.)
- ☒ **b.** Change the status and extend the stay of each beneficiary because the beneficiary(ies) is/are now in the United States in another status (see instructions for limitations). This is available only when you check "New Employment" in **Item Number 2.**, above.
- ☐ **c.** Extend the stay of each beneficiary because the beneficiary(ies) now hold(s) this status.
- ☐ **d.** Amend the stay of each beneficiary because the beneficiary(ies) now hold(s) this status and is/are not seeking additional time from the current authorized period of stay.
- ☐ **e.** Extend the status of a nonimmigrant classification based on a free trade agreement. (See Trade Agreement Supplement to Form I-129 for TN and H-1B1.)
- ☐ **f.** Change status to a nonimmigrant classification based on a free trade agreement. (See Trade Agreement Supplement to Form I-129 for TN and H-1B1.)

5. **Total number of workers included in this petition.** (See instructions relating to when more than one worker can be included.) ► 1

Part 3. Beneficiary Information (Information about the beneficiary/beneficiaries you are filing for. Complete the blocks below. Use the Attachment-1 sheet to name each beneficiary included in this petition.)

1. Type of Beneficiaries Requested (select **only one** box) ☒ Named ☐ Unnamed (for H-2A or H-2B petitions only)

2. **If an Entertainment Group, Provide the Group Name**

3. **Provide Name of Beneficiary**

Family Name (Last Name)	Given Name (First Name)	Middle Name
GOMES YANAI	Marcelo Kenji	N/A

Part 3. Beneficiary Information (Information about the beneficiary/beneficiaries you are filing for. Complete the blocks below. Use the Attachment-1 sheet to name each beneficiary included in this petition.) (continued)

4. Provide all other names the beneficiary has used. Include nicknames, aliases, maiden name, and names from all previous marriages.

Family Name (Last Name)	Given Name (First Name)	Middle Name
YANAI	Marcelo Kenji	N/A

5. Other Information

Date of birth (mm/dd/yyyy): 11/05/1981

Sex: ☒ Male ☐ Female

U.S. Social Security Number (if any): ► 662145789

Alien Registration Number (A-Number): ► A-

Country of Birth: Brazil

Province of Birth: Sao Paulo

Country of Citizenship or Nationality: Brazil

6. If the beneficiary is in the United States, complete the following:

Date of Last Arrival (mm/dd/yyyy): 12/31/2025

I-94 Arrival-Departure Record Number: ► 88314232 5A4

Passport or Travel Document Number: FS645821

Date Passport or Travel Document Issued (mm/dd/yyyy): 03/03/2017

Date Passport or Travel Document Expires (mm/dd/yyyy): 03/02/2027

Passport or Travel Document Country of Issuance: Brazil

Current Nonimmigrant Status: B2 - TEMPORARY VISITOR FOR PLEASURE

Date Status Expires (mm/dd/yyyy) or D/S: 06/30/2026

Student and Exchange Visitor Information System (SEVIS) Number (if any): N/A

Employment Authorization Document (EAD) Number (if any): N/A

7. Current Residential U.S. Address (if applicable) (do not list a P.O. Box)

Street Number and Name: 2038 Bergamot St

Apt. Ste. Flr. Number: ☐ ☐ ☐ N/A

City or Town: Redlands

State: CA

ZIP Code: 92374

Part 4. Processing Information

1. If a beneficiary or beneficiaries named in **Part 3.** is/are outside the United States, or a requested extension of stay or change of status cannot be granted, state the U.S. Consulate or inspection facility you want notified if this petition is approved.

a. Type of Office (select only one box)**:** ☐ Consulate ☐ Pre-flight inspection ☐ Port of Entry

b. Office Address (City): N/A

c. U.S. State or Foreign Country: N/A

Part 4. Processing Information (continued)

d. Beneficiary's Foreign Address

Street Number and Name: 204 Heitor Turato St

Apt. Ste. Flr. Number: ☐ ☐ ☐ N/A

City or Town: Jaguariuna

State: N/A

Province: Sao Paulo

Postal Code: 13919262

Country: Brazil

2. Does each person in this petition have a valid passport? ☒ Yes ☐ No. If no, go to **Part 9.** and type or print your explanation.

3. Are you filing any other petitions with this one?

☐ Yes. If yes, how many? ▶ ☐ ☒ No

4. Are you filing any applications for replacement/initial I-94, Arrival-Departure Records with this petition? Note that if the beneficiary was issued an electronic Form I-94 by CBP when he/she was admitted to the United States at an air or sea port, he/she may be able to obtain the Form I-94 from the CBP Website at **cbp.gov/i94** instead of filing an application for a replacement/initial I-94.

☐ Yes. If yes, how many? ▶ ☐ ☒ No

5. Are you filing any applications for dependents with this petition?

☒ Yes. If yes, how many? ▶ 3 ☐ No

6. Is any beneficiary in this petition in removal proceedings?

☐ Yes. If yes, proceed to **Part 9.** and list the beneficiary's(ies) name(s). ☒ No

7. Have you ever filed an immigrant petition for any beneficiary in this petition?

☐ Yes. If yes, how many? ▶ ☐ ☒ No

8. Did you indicate you were filing a new petition in **Part 2.**?

☒ Yes. If yes, answer the questions below. ☐ No. If no, proceed to **Item Number 9.**

a. Has any beneficiary in this petition ever been given the classification you are now requesting within the last seven years?

☐ Yes. If yes, proceed to **Part 9.** and type or print your explanation. ☒ No

b. Has any beneficiary in this petition ever been denied the classification you are now requesting within the last seven years?

☐ Yes. If yes, proceed to **Part 9.** and type or print your explanation. ☒ No

9. Have you ever previously filed a nonimmigrant petition for this beneficiary?

☐ Yes. If yes, proceed to **Part 9.** and type or print your explanation. ☒ No

10. If you are filing for an entertainment group, has any beneficiary in this petition not been with the group for at least one year?

☐ Yes. If yes, proceed to **Part 9.** and type or print your explanation. ☒ No

11.a. Has any beneficiary in this petition ever been a J-1 exchange visitor or J-2 dependent of a J-1 exchange visitor?

☒ Yes. If yes, proceed to **Item Number 11.b.** ☐ No

11.b. If you checked yes in **Item Number 11.a.**, provide the dates the beneficiary maintained status as a J-1 exchange visitor or J-2 dependent. Also, provide evidence of this status by attaching a copy of either a DS-2019, Certificate of Eligibility for Exchange Visitor (J-1) Status, a Form IAP-66, or a copy of the passport that includes the J visa stamp.

12/18/2006 until 03/01/2007

Part 5. Basic Information About the Proposed Employment and Employer

Attach the Form I-129 supplement relevant to the classification of the worker(s) you are requesting.

1. Job Title

Executive Director

2. Labor Condition Application (LCA) or Employment and Training Administration (ETA) Case Number

3. Address(es) where the beneficiary(ies) will work if different from address in **Part 1.** If you need to provide more than two additional addresses, use **Part 9. Additional Information**.

Address 1

Street Number and Name	Apt. Ste. Flr.	Number
301 9ht St	☐ ☒ ☐	219

City or Town	State	ZIP Code
Redlands	CA	92374

Is this a third-party location? ☐ Yes ☒ No

If you answered "Yes," provide the name of the third-party organization.

Address 2

Street Number and Name	Apt. Ste. Flr.	Number
	☐ ☐ ☐	

City or Town	State	ZIP Code

Is this a third-party location? ☐ Yes ☐ No

If you answered "Yes," provide the name of the third-party organization.

4. Did you include an itinerary with the petition? ☐ Yes ☒ No

5. Will the beneficiary(ies) work for you off-site at another company or organization's location? ☐ Yes ☒ No

6. Will the beneficiary(ies) work exclusively in the Commonwealth of the Northern Mariana Islands (CNMI)? ☐ Yes ☒ No

7. Is this a full-time position? ☒ Yes ☐ No

8. If the answer to **Item Number 7.** is no, how many hours per week for the position? ▶

9. Wages: $ 45,000.00 per (Specify hour, week, month, or year) ▶ year

10. Other Compensation (Explain)

N/A

11. Dates of intended employment From: (mm/dd/yyyy) 07/01/2026 To: (mm/dd/yyyy) 06/30/2027

Part 5. Basic Information About the Proposed Employment and Employer (continued)

12. Type of Business

Real Estate Development and Construction Management Services

13. Year Established

2026

14. Current Number of Employees in the United States

0

15. Do you currently employ a total of 25 or fewer full-time equivalent employees in the United States, including all affiliates or subsidiaries of this company/organization?

☒ Yes ☐ No

16. Gross Annual Income

N/A

17. Net Annual Income

N/A

Part 6. Certification Regarding the Release of Controlled Technology or Technical Data to Foreign Persons in the United States

(This section of the form is required only for H-1B, H-1B1 Chile/Singapore, L-1, and O-1A petitions. It is not required for any other classifications. Please review the Form I-129 General Filing Instructions before completing this section.)

Select Item Number 1. or Item Number 2. as appropriate. DO NOT select both boxes.

With respect to the technology or technical data the petitioner will release or otherwise provide access to the beneficiary, the petitioner certifies that it has reviewed the Export Administration Regulations (EAR) and the International Traffic in Arms Regulations (ITAR) and has determined that:

1. ☒ A license is not required from either the U.S. Department of Commerce or the U.S. Department of State to release such technology or technical data to the foreign person; or

2. ☐ A license is required from the U.S. Department of Commerce and/or the U.S. Department of State to release such technology or technical data to the beneficiary and the petitioner will prevent access to the controlled technology or technical data by the beneficiary until and unless the petitioner has received the required license or other authorization to release it to the beneficiary.

Part 7. Declaration, Signature, and Contact Information of Petitioner or Authorized Signatory (Read the information on penalties in the instructions before completing this section.)

Copies of any documents submitted are exact photocopies of unaltered, original documents, and I understand that, as the petitioner, I may be required to submit original documents to U.S. Citizenship and Immigration Services (USCIS) at a later date.

I authorize the release of any information from my records, or from the petitioning organization's records that USCIS needs to determine eligibility for the immigration benefit sought. I recognize the authority of USCIS to conduct audits of this petition using publicly available open source information. I also recognize that any supporting evidence submitted in support of this petition may be verified by USCIS through any means determined appropriate by USCIS, including but not limited to, on-site compliance reviews.

If filing this petition on behalf of an organization, I certify that I am authorized to do so by the organization.

I certify, under penalty of perjury, that I have reviewed this petition and that all of the information contained in the petition, including all responses to specific questions, and in the supporting documents, is complete, true, and correct.

1. Name and Title of Authorized Signatory

Family Name (Last Name)

GOMES YANAI

Given Name (First Name)

Marcelo Kenji

Title

CEO

Part 7. Declaration, Signature, and Contact Information of Petitioner or Authorized Signatory (Read the information on penalties in the instructions before completing this section.) (continued)

2. Signature and Date

Signature of Authorized Signatory

Date of Signature (mm/dd/yyyy)

05/26/2026

3. Signatory's Contact Information

Daytime Telephone Number: 9096712548

Email Address (if any): marcelo@yanaidevelopment.com

NOTE: If you do not fully complete this form or fail to submit the required documents listed in the instructions, a final decision on your petition may be delayed or the petition may be denied.

Part 8. Declaration, Signature, and Contact Information of Person Preparing Form, If Other Than Petitioner

Provide the following information concerning the preparer:

1. Name of Preparer

Family Name (Last Name): HAVERROTH SILVA

Given Name (First Name): Otavio

2. Preparer's Business or Organization Name (if any)

(If applicable, provide the name of your accredited organization recognized by the Board of Immigration Appeals (BIA).)

HS Law Corp

3. Preparer's Mailing Address

Street Number and Name: PO Box 90487

Apt. Ste. Flr. Number: N/A

City or Town: San Diego

State: CA

ZIP Code: 92169

Province: N/A

Postal Code: N/A

Country: USA

4. Preparer's Contact Information

Daytime Telephone Number: 5102419336

Fax Number: N/A

Email Address (if any): otavio@legalhs.com

Preparer's Declaration

By my signature, I certify, swear, or affirm, under penalty of perjury, that I prepared this petition on behalf of, at the request of, and with the express consent of the petitioner or authorized signatory. The petitioner has reviewed this completed petition as prepared by me and informed me that all of the information in the form and in the supporting documents, is complete, true, and correct.

5. Signature and Date

Signature of Preparer

Date of Signature (mm/dd/yyyy)

05/26/2026

Part 9. Additional Information About Your Petition For Nonimmigrant Worker

If you require more space to provide any additional information within this petition, use the space below. If you require more space than what is provided to complete this petition, you may make a copy of **Part 9.** to complete and file with this petition. In order to assist us in reviewing your response, you must identify the **Page Number, Part Number and Item Number** corresponding to the additional information.

1. A-Number ► **A-**

2.

Page Number	Part Number	Item Number
N/A	N/A	N/A

N/A

3.

Page Number	Part Number	Item Number
N/A	N/A	N/A

N/A

4.

Page Number	Part Number	Item Number
N/A	N/A	N/A

N/A

L Classification Supplement to Form I-129

Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-129
OMB No. 1615-0009
Expires 12/31/2027

1. Name of the Petitioner

Yanai Development LLC

2. Name of the Beneficiary

Marcelo Kenji Gomes Yanai

3. This petition is (select **only one** box): ☒ **a.** An individual petition ☐ **b.** A blanket petition

4.a. Does the petitioner employ 50 or more individuals in the U.S.? ☐ Yes ☒ No

4.b. If yes, are more than 50 percent of those employee in H-1B, L-1A, or L-1B nonimmigrant status? ☐ Yes ☐ No

Section 1. Complete This Section If Filing For An Individual Petition

1. Classification sought (select **only one** box): ☒ **a.** L-1A manager or executive ☐ **b.** L-1B specialized knowledge

2. List the beneficiary's and any dependent family member's prior periods of stay in an H or L classification in the United States for the last seven years. Be sure to list only those periods in which the beneficiary and/or family members were physically present in the U.S. in an H or L classification. Do not include periods in which the beneficiary was in a dependent status, for example, H-4 or L-2 status. If more space is needed, go to **Part 9. of Form I-129**.

NOTE: Submit photocopies of Forms I-94, I-797, and/or other USCIS issued documents noting these periods of stay in the H or L classification. (If more space is needed, attach an additional sheet.)

Subject's Name	**Period of Stay** (mm/dd/yyyy) **From**	**To**
N/A	N/A	N/A

3. Name of Employer Abroad

Yanai Gestao de Obras e Construcoes Ltda

4. Address of Employer Abroad

Street Number and Name: 347 Dr Clemente Holtman Junior St

Apt. Ste. Flr. Number: ☐ Apt. ☒ Ste. ☐ Flr. — 37

City or Town: Jaguariuna

State: N/A

ZIP Code: N/A

Province: Sao Paulo

Postal Code: 13911-082

Country: Brazil

Section 1. Complete This Section If Filing For An Individual Petition (continued)

5. Dates of beneficiary's employment with this employer. Explain any interruptions in employment.

Dates of Employment (mm/dd/yyyy) From	To	Explanation of Interruptions
09/11/2023	12/31/2025	Employment abroad was continuous until entry to the U.S. as a visitor. Beneficiary remains an employee of record abroad but is not performing work while in the U.S. awaiting L-1A approval.

6. Describe the beneficiary's duties abroad for the 3 years preceding the filing of the petition. (If the beneficiary is currently inside the United States, describe the beneficiary's duties abroad for the 3 years preceding the beneficiary's admission to the United States.)

Mr. Yanai served abroad in an executive capacity for Yanai Gestão de Obras e Construções Ltda., directing strategic planning, business development, financial oversight, organizational structuring, client and investor relationships, contract strategy, executive decision-making, and senior-level oversight of project administration, while day-to-day execution and specialized services were performed by subordinate personnel, contractors, vendors, and third-party providers.

7. Describe the beneficiary's proposed duties in the United States.

As Executive Director, the beneficiary will direct the company's corporate strategy, business development, market expansion, strategic partnerships, financial planning, governance, and compliance, while overseeing U.S. operations through subordinate staff and external service providers. He will not perform construction work or day-to-day operational tasks.

8. Summarize the beneficiary's education and work experience.

Marcelo Kenji Gomes Yanai holds a Bachelor's degree in Civil Engineering and an MBA in Real Estate and Construction Business Management. He has approximately 18 years of experience in the real estate and construction sectors, including prior leadership roles with major Brazilian developers and executive responsibility for business development, project planning, feasibility analysis, investor and client relations, construction management, and strategic oversight of residential and real estate development projects.

9. How is the U.S. company related to the company abroad? (select **only one** box)

☐ **a.** Parent ☐ **b.** Branch ☒ **c.** Subsidiary ☐ **d.** Affiliate ☐ **e.** Joint Venture

Section 1. Complete This Section If Filing For An Individual Petition (continued)

10. Describe the percentage of stock ownership and managerial control of each company that has a qualifying relationship. Provide the Federal Employer Identification Number for each U.S. company that has a qualifying relationship.

Percentage of company stock ownership and managerial control of each company that has a qualifying relationship.	**Federal Employer Identification Number for each U.S. company that has a qualifying relationship**
Yanai Gestao de Obras e Construcoes Ltda - 75%	
Marcelo Kenji Gomes Yanai - 25%	

11. Do the companies currently have the same qualifying relationship as they did during the one-year period of the beneficiary's employment with the company abroad?

☒ Yes ☐ No. If no, provide an explanation in **Part 9. of Form I-129** that the U.S. company has and will have a qualifying relationship with another foreign entity during the full period of the requested period of stay.

12. Is the beneficiary coming to the United States to open a new office?

☒ Yes ☐ No (attach explanation)

If you are seeking L-1B specialized knowledge status for an individual, answer the following question:

13.a. Will the beneficiary be stationed primarily offsite (at the worksite of an employer other than the petitioner or its affiliate, subsidiary, or parent)?

☐ Yes ☐ No

13.b. If you answered yes to the preceding question, describe how and by whom the beneficiary's work will be controlled and supervised. Include a description of the amount of time each supervisor is expected to control and supervise the work. If you need additional space to respond to this question, proceed to **Part 9.** of the Form I-129, and type or print your explanation.

N/A

13.c. If you answered yes to the preceding question, describe the reasons why placement at another worksite outside the petitioner, subsidiary, affiliate, or parent is needed. Include a description of how the beneficiary's duties at another worksite relate to the need for the specialized knowledge he or she possesses. If you need additional space to respond to this question, proceed to **Part 9.** of the Form I-129, and type or print your explanation.

N/A

Section 2. Complete This Section If Filing A Blanket Petition

List all U.S. and foreign parent, branches, subsidiaries, and affiliates included in this petition. (Attach separate sheets of paper if additional space is needed.)

Name and Address	Relationship
N/A	N/A

Section 3. Additional Fees

NOTE: A petitioner that seeks initial approval of L nonimmigrant status for a beneficiary, or seeks approval to employ an L nonimmigrant currently working for another employer, must submit an additional **$500** Fraud Prevention and Detection fee. For petitions filed on or after December 18, 2015, you must submit an additional fee of **$4,500** if you responded yes to both questions in **Item Numbers 4.a.** and **4.b.** on the first page of this L Classification Supplement. This **$4,500** fee is mandated by the provisions of Public Law 114-113.

These fees, when applicable, may not be waived. You must include payment of the fees with your submission of this form. Failure to submit the fees when required will result in rejection or denial of your submission. Each of these fees should be paid by separate checks or money orders.

e-Notification of Application/Petition Acceptance

Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form G-1145

What Is the Purpose of This Form?

Use this form to request an electronic notification (e-Notification) when U.S. Citizenship and Immigration Services accepts your immigration application. This service is available for applications filed at a USCIS Lockbox facility.

General Information

Complete the information below and clip this form to the first page of your application package. You will receive one e-mail and/or text message for each form you are filing.

We will send the e-Notification within 24 hours after we accept your application. Domestic customers will receive an e-mail and/or text message; overseas customers will only receive an e-mail. Undeliverable e-Notifications cannot be resent.

The e-mail or text message will display your receipt number and tell you how to get updated case status information. It will not include any personal information. The e-Notification does not grant any type of status or benefit; rather it is provided as a convenience to customers.

USCIS will also mail you a receipt notice (I-797C), which you will receive within 10 days after your application has been accepted; use this notice as proof of your pending application or petition.

USCIS Privacy Act Statement

AUTHORITIES: The information requested on this form is collected pursuant to section 103(a) of the Immigration and Nationality Act, as amended INA section 101, et seq.

PURPOSE: The primary purpose for providing the information on this form is to request an electronic notification when USCIS accepts immigration form. The information you provide will be used to send you a text and/or email message.

DISCLOSURE: The information you provide is voluntary. However, failure to provide the requested information may prevent USCIS from providing you a text and/or email message receipting your immigration form.

ROUTINE USES: The information provided on this form will be used by and disclosed to DHS personnel and contractors in accordance with approved routine uses, as described in the associated published system of records notices [**DHS/USCIS-007 - Benefits Information System and DHS/USCIS-001 - Alien File (A-File) and Central Index System (CIS)**, which can be found at **www.dhs.gov/privacy**]. The information may also be made available, as appropriate for law enforcement purposes or in the interest of national security.

Complete this form and clip it on top of the first page of your immigration form(s).

Applicant/Petitioner Full Last Name	Applicant/Petitioner Full First Name	Applicant/Petitioner Full Middle Name
GOMES YANAI	**Roberta Cristina**	**N/A**

Email Address	Mobile Phone Number (Text Message)
login.roberta@gmail.com	**9096712543**

Notice of Entry of Appearance as Attorney or Accredited Representative

Department of Homeland Security

DHS Form G-28
OMB No. 1615-0105
Expires 05/31/2021

Part 1. Information About Attorney or Accredited Representative

1. USCIS Online Account Number (if any)

► 0 0 7 4 9 2 6 2 5 4 3 8

Name of Attorney or Accredited Representative

2.a. Family Name (Last Name): HAVERROTH SILVA

2.b. Given Name (First Name): Otavio

2.c. Middle Name: N/A

Address of Attorney or Accredited Representative

3.a. Street Number and Name: PO Box 90487

3.b. ☐ Apt. ☐ Ste. ☐ Flr. N/A

3.c. City or Town: San Diego

3.d. State: CA **3.e.** ZIP Code: 92169 *(USPS ZIP Code Lookup)*

3.f. Province: N/A

3.g. Postal Code: N/A

3.h. Country: USA

Contact Information of Attorney or Accredited Representative

4. Daytime Telephone Number: 5102419336

5. Mobile Telephone Number (if any): 5102419336

6. Email Address (if any): otavio@legalhs.com

7. Fax Number (if any): N/A

Part 2. Eligibility Information for Attorney or Accredited Representative

Select **all applicable** items.

1.a. ☒ I am an attorney eligible to practice law in, and a member in good standing of, the bar of the highest courts of the following states, possessions, territories, commonwealths, or the District of Columbia. If you need extra space to complete this section, use the space provided in **Part 6. Additional Information**.

Licensing Authority: California

1.b. Bar Number (if applicable): 343486

1.c. I (select **only one** box) ☒ am not ☐ am subject to any order suspending, enjoining, restraining, disbarring, or otherwise restricting me in the practice of law. If you are subject to any orders, use the space provided in **Part 6. Additional Information** to provide an explanation.

1.d. Name of Law Firm or Organization (if applicable): HS Law Corp

2.a. ☐ I am an accredited representative of the following qualified nonprofit religious, charitable, social service, or similar organization established in the United States and recognized by the Department of Justice in accordance with 8 CFR part 1292.

2.b. Name of Recognized Organization: N/A

2.c. Date of Accreditation (mm/dd/yyyy): N/A

3. ☐ I am associated with N/A, the attorney or accredited representative of record who previously filed Form G-28 in this case, and my appearance as an attorney or accredited representative for a limited purpose is at his or her request.

4.a. ☐ I am a law student or law graduate working under the direct supervision of the attorney or accredited representative of record on this form in accordance with the requirements in 8 CFR 292.1(a)(2).

4.b. Name of Law Student or Law Graduate: N/A

Part 3. Notice of Appearance as Attorney or Accredited Representative

If you need extra space to complete this section, use the space provided in **Part 6. Additional Information**.

This appearance relates to immigration matters before (select **only one** box):

1.a. ☒ U.S. Citizenship and Immigration Services (USCIS)

1.b. List the form numbers or specific matter in which appearance is entered.

I-539

2.a. ☐ U.S. Immigration and Customs Enforcement (ICE)

2.b. List the specific matter in which appearance is entered.

N/A

3.a. ☐ U.S. Customs and Border Protection (CBP)

3.b. List the specific matter in which appearance is entered.

N/A

4. Receipt Number (if any)

► N/A

5. I enter my appearance as an attorney or accredited representative at the request of the (select **only one** box):

☒ Applicant ☐ Petitioner ☐ Requestor

☐ Beneficiary/Derivative ☐ Respondent (ICE, CBP)

Information About Client (Applicant, Petitioner, Requestor, Beneficiary or Derivative, Respondent, or Authorized Signatory for an Entity)

6.a. Family Name (Last Name): GOMES YANAI

6.b. Given Name (First Name): Roberta Cristina

6.c. Middle Name: N/A

7.a. Name of Entity (if applicable)

N/A

7.b. Title of Authorized Signatory for Entity (if applicable)

N/A

8. Client's USCIS Online Account Number (if any)

► N/A

9. Client's Alien Registration Number (A-Number) (if any)

► A- N/A

Client's Contact Information

10. Daytime Telephone Number

9096712543

11. Mobile Telephone Number (if any)

9096712543

12. Email Address (if any)

login.roberta@gmail.com

Mailing Address of Client

NOTE: Provide the client's mailing address. **Do not** provide the business mailing address of the attorney or accredited representative **unless** it serves as the safe mailing address on the application or petition being filed with this Form G-28.

13.a. Street Number and Name: PO Box 90487

13.b. ☐ Apt. ☐ Ste. ☐ Flr. N/A

13.c. City or Town: San Diego

13.d. State: CA **13.e.** ZIP Code: 92169

13.f. Province: N/A

13.g. Postal Code: N/A

13.h. Country

USA

Part 4. Client's Consent to Representation and Signature

Consent to Representation and Release of Information

I have requested the representation of and consented to being represented by the attorney or accredited representative named in **Part 1.** of this form. According to the Privacy Act of 1974 and U.S. Department of Homeland Security (DHS) policy, I also consent to the disclosure to the named attorney or accredited representative of any records pertaining to me that appear in any system of records of USCIS, ICE, or CBP.

Part 4. Client's Consent to Representation and Signature (continued)

Options Regarding Receipt of USCIS Notices and Documents

USCIS will send notices to both a represented party (the client) and his, her, or its attorney or accredited representative either through mail or electronic delivery. USCIS will send all secure identity documents and Travel Documents to the client's U.S. mailing address.

If you want to have notices and/or secure identity documents sent to your attorney or accredited representative of record rather than to you, please select **all applicable** items below. You may change these elections through written notice to USCIS.

1.a. ☒ I request that USCIS send original notices on an application or petition to the business address of my attorney or accredited representative as listed in this form.

1.b. ☒ I request that USCIS send any secure identity document (Permanent Resident Card, Employment Authorization Document, or Travel Document) that I receive to the U.S. business address of my attorney or accredited representative (or to a designated military or diplomatic address in a foreign country (if permitted)).

NOTE: If your notice contains Form I-94, Arrival-Departure Record, USCIS will send the notice to the U.S. business address of your attorney or accredited representative. If you would rather have your Form I-94 sent directly to you, select **Item Number 1.c.**

1.c. ☐ I request that USCIS send my notice containing Form I-94 to me at my U.S. mailing address.

Signature of Client or Authorized Signatory for an Entity

2.a. Signature of Client or Authorized Signatory for an Entity

➡ Roberta Gomes

2.b. Date of Signature (mm/dd/yyyy) 05/25/2026

Part 5. Signature of Attorney or Accredited Representative

I have read and understand the regulations and conditions contained in 8 CFR 103.2 and 292 governing appearances and representation before DHS. I declare under penalty of perjury under the laws of the United States that the information I have provided on this form is true and correct.

1. a. Signature of Attorney or Accredited Representative

1.b. Date of Signature (mm/dd/yyyy) 05/25/2026

2.a. Signature of Law Student or Law Graduate

N/A

2.b. Date of Signature (mm/dd/yyyy) N/A

Part 6. Additional Information

If you need extra space to provide any additional information within this form, use the space below. If you need more space than what is provided, you may make copies of this page to complete and file with this form or attach a separate sheet of paper. Type or print your name at the top of each sheet; indicate the **Page Number**, **Part Number**, and **Item Number** to which your answer refers; and sign and date each sheet.

1.a Family Name (Last Name): GOMES YANAI

1.b. Given Name (First Name): Roberta Cristina

1.c. Middle Name: N/A

2.a. Page Number: N/A **2.b.** Part Number: N/A **2.c.** Item Number: N/A

2.d. N/A

3.a. Page Number: N/A **3.b.** Part Number: N/A **3.c.** Item Number: N/A

3.d. N/A

4.a. Page Number: N/A **4.b.** Part Number: N/A **4.c.** Item Number: N/A

4.d. N/A

5.a. Page Number: N/A **5.b.** Part Number: N/A **5.c.** Item Number: N/A

5.d. N/A

6.a. Page Number: N/A **6.b.** Part Number: N/A **6.c.** Item Number: N/A

6.d. N/A

Application to Extend/Change Nonimmigrant Status

Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-539
OMB No. 1615-0003
Expires 03/31/2027

For USCIS Use Only		Fee Stamp	Action Block
Returned			
Resubmitted			
Relocated	**Received**		
	Sent		

Remarks:	☐ **Granted**	☐ **Denied**
	New Class _____	☐ Still within period of stay
	Dates: From ___/___/_____	☐ S/D to: _____
	To ___/___/_____	☐ Place under docket control
		☐ **Applicant interviewed on** _____

To be completed by an Attorney or Accredited Representative (if any).	☒ **Select this box if Form G-28 is attached.**	**Attorney State Bar Number** (if applicable)	**Attorney or Accredited Representative USCIS Online Account Number** (if any)
		343486	007492625438

► **START HERE - Type or print in black ink.**

Part 1. Information About You

1. Your Full Legal Name

Family Name (Last Name)	Given Name (First Name)	Middle Name (if applicable)
GOMES YANAI	Roberta Cristina	N/A

2. Alien Registration Number (A-Number) (if any)
► **A-**

3. USCIS Online Account Number (if any)
►

4. Your U.S. Mailing Address (Safe Address, if applicable)

In Care Of Name (if any)
Otavio Haverroth Silva

Street Number and Name	Apt. Ste. Flr.	Number
PO Box 90487	☐ ☐ ☐	N/A

City or Town	State	ZIP Code
San Diego	CA	92169

5. Is your mailing address the same as your physical address? ☐ Yes ☒ No

If you answered "Yes" to **Item Number 5.** skip to **Item Number 7.** If you answered "No" to **Item Number 5.**, provide information on your physical address in **Item Number 6.**

6. Your Current Physical Address

Street Number and Name	Apt. Ste. Flr.	Number
2038 Bergamot Street	☐ ☐ ☐	N/A

City or Town	State	ZIP Code
Redlands	CA	92374

Part 1. Information About You (continued)

Other Information About You

7. Country of Birth
Brazil

8. Country of Citizenship or Nationality
Brazil

9. Date of Birth (mm/dd/yyyy)
04/30/1981

10. U.S. Social Security Number (if any)
►

11. Provide Information About Your Most Recent Entry Into the United States

Date of Last Arrival Into the United States (mm/dd/yyyy)
12/31/2025

Form I-94 Arrival-Departure Record Number
► 8 8 3 1 4 0 8 6 8 A 4

Passport Number (if any)
GK870018

Travel Document Number (if any)
GK870018

Country of Passport or Travel Document Issuance
Brazil

Passport or Travel Document Expiration Date (mm/dd/yyyy)
02/05/2035

12. Current Nonimmigrant Status (for example, F-1 student, H-4 dependent, etc.)
B2 – TEMPORARY VISITOR FOR PLEASURE

Date Status Expires (mm/dd/yyyy)
06/30/2026

☐ Select this box if you were granted Duration of Status (D/S).

Part 2. Application Type

1. I am applying for (select **only one** box):

☐ Reinstatement to student status.

☐ An extension of stay in my current status.

☒ A change of status.

2. If you are applying for a change of status or change of employer/information medium, complete the following:

I am requesting to change my status or employer/information medium to: L2S – SPOUSE OF AN L–1A OR L–1B

I am requesting the change to be effective (mm/dd/yyyy) 07/01/2026

3. Number of people included in this application (select **only one** box):

☐ I am the only applicant.

☒ I am filing this application for myself and members of my family.

4. The total number of people (including me) in the application is: (Form I-539A is required for each co-applicant.) 3

5. The name of the school you will attend (if applicable) as an Academic Student, Vocational Student, or Exchange Visitor.
N/A

6. Your Student and Exchange Visitor Information System (SEVIS) ID Number, if applicable. N/A

Part 3. Processing Information

1. I/We request that my/our current or requested status be extended until (mm/dd/yyyy): 06/30/2031

2. Is this application based on an extension or change of status already granted to your spouse, child, or parent? ☐ Yes ☒ No

Part 3. Processing Information (continued)

3. Is this application based on a separate petition or application to provide your spouse, child, or parent an extension or change of status?

- ☐ Yes, filed with this Form I-539.
- ☒ No.
- ☐ Yes, filed previously and pending with U.S. Citizenship and Immigration Services (USCIS).

4. If you answered "Yes" to **Item Number 2.** or **Item Number 3.**, select the Form type below.

- ☐ Form I-539, Application to Extend/Change Nonimmigrant Status
- ☐ Form I-129, Petition for a Nonimmigrant Worker

5. If you answered "Yes" to **Item Number 2.** or **3.**, provide the USCIS Receipt Number. ► N/A

If the petition or application is pending with USCIS, also provide the following information:

6. First and Last Name of Beneficiary or Applicant

First Name of Beneficiary or Applicant	Last Name of Beneficiary or Applicant
N/A	N/A

7. Date Filed (mm/dd/yyyy)

N/A

Part 4. Additional Information About the Principal Applicant

1. Current Passport Information

If your current passport information is different from the information you provided in **Part 1.**, provide your current passport information. If your current passport information matches the information you provided in **Part 1.**, proceed to **Item Number 3.**

Passport Number	Country of Passport Issuance	Passport Expiration Date (mm/dd/yyyy)
N/A	N/A	N/A

2. Physical Address Abroad

Street Number and Name	Apt. Ste. Flr.	Number
204 Heitor Turato St	☐ ☐ ☐	N/A

City or Town

Jaguariuna

Province	Postal Code	Country
Sao Paulo	13919262	Brazil

Answer the following questions. If you answer "Yes" to any of the questions in **Item Numbers 3. - 15.**, use the space provided in **Part 8. Additional Information** to provide an explanation.

3. Are you an applicant for an immigrant visa? ☐ Yes ☒ No

4. Has an immigrant petition **EVER** been filed for you? ☐ Yes ☒ No

5. Have you **EVER** filed Form I-485, Application to Register Permanent Residence or Adjust Status? ☐ Yes ☒ No

Part 4. Additional Information About the Applicant (continued)

6. Have you been arrested or convicted of any criminal offense since last entering the United States? ☐ Yes ☒ No

Have you **EVER** ordered, incited, called for, committed, assisted, helped with, or otherwise participated in any of the following:

7.a. Acts involving torture or genocide? ☐ Yes ☒ No

7.b. Killing any person? ☐ Yes ☒ No

7.c. Intentionally and severely injuring any person? ☐ Yes ☒ No

7.d. Engaging in any kind of sexual contact or relations with any person who did not consent or was unable to consent, or was being forced or threatened? ☐ Yes ☒ No

7.e. Limiting or denying any person's ability to exercise religious beliefs? ☐ Yes ☒ No

Have you **EVER**:

8.a. Served in, been a member of, assisted, or participated in any military unit, paramilitary unit, police unit, self-defense unit, vigilante unit, rebel group, guerrilla group, militia, insurgent organization, or any other armed group? ☐ Yes ☒ No

8.b. Worked, volunteered, or otherwise served in any prison, jail, prison camp, detention facility, labor camp, or any other situation that involved detaining persons? ☐ Yes ☒ No

9. Have you **EVER** been a member of, assisted, or participated in any group, unit, or organization of any kind in which you or other persons used or threatened to use any type of weapon against any person or threatened to do so? ☐ Yes ☒ No

10. Have you **EVER** sold, provided, or transported weapons, or assisted any person in selling, providing, or transporting weapons, which, you knew or believed would be used against another person? ☐ Yes ☒ No

11. Have you **EVER** received any weapons training, paramilitary training, or other military-type training? ☐ Yes ☒ No

12. Have you **EVER** violated the terms of the nonimmigrant status you now hold? ☐ Yes ☒ No

13. Are you now in removal proceedings? ☐ Yes ☒ No

14. Have you **EVER** been employed in the United States since last admitted or granted an extension or change of status? ☐ Yes ☒ No

If you answered "No" to **Item Number 14.**, fully describe how you are supporting yourself in **Part 8. Additional Information**. Include documentary evidence of the source, amount, and basis for any income.

If you answered "Yes" **to Item Number 14.**, fully describe any and all periods of employment in **Part 8. Additional Information**. Include the name and address of the employer, weekly income, and whether the employment was specifically authorized by USCIS.

15. Are you currently or have you **EVER** been a J-1 exchange visitor or a J-2 dependent of a J-1 exchange visitor? ☐ Yes ☒ No

If you answered "Yes" **to Item Number 15.**, you must provide the dates you maintained status as a J-1 exchange visitor or J-2 dependent in **Part 8. Additional Information**.

Part 5. Applicant's Contact Information, Certification, and Signature

Applicant's Contact Information

Provide your daytime telephone number, mobile telephone number (if any), and email address (if any).

1. Applicant's Daytime Telephone Number

9096712543

2. Applicant's Mobile Telephone Number (if any)

9096712543

3. Applicant's Email Address (if any)

login.roberta@gmail.com

Applicant's Certification and Signature

I certify, under penalty of perjury, that I provided or authorized all of the responses and information contained in and submitted with my application, I read and understand or, if interpreted to me in a language in which I am fluent by the interpreter listed in **Part 6.**, understood, all of the responses and information contained in, and submitted with, my application, and that all of the responses and the information are complete, true, and correct. Furthermore, I authorize the release of any information from any and all of my records that USCIS may need to determine my eligibility for an immigration request and to other entities and persons where necessary for the administration and enforcement of U.S. immigration law.

4. Applicant's Signature

Roberta Gomes

Date of Signature (mm/dd/yyyy)

05/26/2026

Part 6. Interpreter's Contact Information, Certification, and Signature

Interpreter's Full Name

1. Interpreter's Family Name (Last Name)

N/A

Interpreter's Given Name (First Name)

N/A

2. Interpreter's Business or Organization Name

N/A

Interpreter's Contact Information

3. Interpreter's Daytime Telephone Number

N/A

4. Interpreter's Mobile Telephone Number (if any)

N/A

5. Interpreter's Email Address (if any)

N/A

Interpreter's Certification and Signature

I certify, under penalty of perjury, that I am fluent in English and N/A, and I have interpreted every question on the application and Instructions and interpreted the applicant's answers to the questions in that language, and the applicant informed me that they understood every instruction, question, and answer on the application.

6. Interpreter's Signature

N/A

Date of Signature (mm/dd/yyyy)

N/A

Part 7. Contact Information, Declaration, and Signature of the Person Preparing this Application, if Other Than the Applicant

Preparer's Full Name

1. Preparer's Family Name (Last Name)

HAVERROTH SILVA

Preparer's Given Name (First Name)

Otavio

2. Preparer's Business or Organization Name

HS Law Corp

Preparer's Contact Information

3. Preparer's Daytime Telephone Number

5102419336

4. Preparer's Mobile Telephone Number (if any)

5102419336

5. Preparer's Email Address (if any)

otavio@legalhs.com

Preparer's Certification and Signature

I certify, under penalty of perjury, that I prepared this application for the applicant at their request and with express consent and that all of the responses and information contained in and submitted with the application are complete, true, and correct and reflects only information provided by the applicant. The applicant reviewed the responses and information and informed me that they understand the responses and information in or submitted with the application.

6. Preparer's Signature



Date of Signature (mm/dd/yyyy)

05/26/2026

Part 8. Additional Information

If you need extra space to provide any additional information within this application, use the space below. If you need more space than what is provided, you may make copies of this page to complete and file with this application or attach a separate sheet of paper. Type or print your name and A-Number (if any) at the top of each sheet; indicate the **Page Number, Part Number,** and **Item Number** to which your answer refers; and sign and date each sheet.

1. Family Name (Last Name): GOMES YANAI | Given Name (First Name): Roberta Cristina | Middle Name (if applicable): N/A

2. A-Number ► A-

3. Page Number: N/A | Part Number: N/A | Item Number: N/A

N/A

4. Page Number: N/A | Part Number: N/A | Item Number: N/A

N/A

5. Page Number: N/A | Part Number: N/A | Item Number: N/A

N/A

6. Page Number: N/A | Part Number: N/A | Item Number: N/A

N/A

Notice of Entry of Appearance as Attorney or Accredited Representative

Department of Homeland Security

DHS Form G-28
OMB No. 1615-0105
Expires 05/31/2021

Part 1. Information About Attorney or Accredited Representative

1. USCIS Online Account Number (if any)

► 0 0 7 4 9 2 6 2 5 4 3 8

Name of Attorney or Accredited Representative

2.a. Family Name (Last Name): HAVERROTH SILVA

2.b. Given Name (First Name): Otavio

2.c. Middle Name: N/A

Address of Attorney or Accredited Representative

3.a. Street Number and Name: PO Box 90487

3.b. ☐ Apt. ☐ Ste. ☐ Flr. N/A

3.c. City or Town: San Diego

3.d. State: CA **3.e.** ZIP Code: 92169 *(USPS ZIP Code Lookup)*

3.f. Province: N/A

3.g. Postal Code: N/A

3.h. Country: USA

Contact Information of Attorney or Accredited Representative

4. Daytime Telephone Number: 5102419336

5. Mobile Telephone Number (if any): 5102419336

6. Email Address (if any): otavio@legalhs.com

7. Fax Number (if any): N/A

Part 2. Eligibility Information for Attorney or Accredited Representative

Select **all applicable** items.

1.a. ☒ I am an attorney eligible to practice law in, and a member in good standing of, the bar of the highest courts of the following states, possessions, territories, commonwealths, or the District of Columbia. If you need extra space to complete this section, use the space provided in **Part 6. Additional Information**.

Licensing Authority: California

1.b. Bar Number (if applicable): 343486

1.c. I (select **only one** box) ☒ am not ☐ am subject to any order suspending, enjoining, restraining, disbarring, or otherwise restricting me in the practice of law. If you are subject to any orders, use the space provided in **Part 6. Additional Information** to provide an explanation.

1.d. Name of Law Firm or Organization (if applicable): HS Law Corp

2.a. ☐ I am an accredited representative of the following qualified nonprofit religious, charitable, social service, or similar organization established in the United States and recognized by the Department of Justice in accordance with 8 CFR part 1292.

2.b. Name of Recognized Organization: N/A

2.c. Date of Accreditation (mm/dd/yyyy): N/A

3. ☐ I am associated with N/A, the attorney or accredited representative of record who previously filed Form G-28 in this case, and my appearance as an attorney or accredited representative for a limited purpose is at his or her request.

4.a. ☐ I am a law student or law graduate working under the direct supervision of the attorney or accredited representative of record on this form in accordance with the requirements in 8 CFR 292.1(a)(2).

4.b. Name of Law Student or Law Graduate: N/A

Part 3. Notice of Appearance as Attorney or Accredited Representative

If you need extra space to complete this section, use the space provided in **Part 6. Additional Information**.

This appearance relates to immigration matters before (select **only one** box):

1.a. ☒ U.S. Citizenship and Immigration Services (USCIS)

1.b. List the form numbers or specific matter in which appearance is entered.

I-539

2.a. ☐ U.S. Immigration and Customs Enforcement (ICE)

2.b. List the specific matter in which appearance is entered.

N/A

3.a. ☐ U.S. Customs and Border Protection (CBP)

3.b. List the specific matter in which appearance is entered.

N/A

4. Receipt Number (if any)

► N/A

5. I enter my appearance as an attorney or accredited representative at the request of the (select **only one** box):

☒ Applicant ☐ Petitioner ☐ Requestor

☐ Beneficiary/Derivative ☐ Respondent (ICE, CBP)

Information About Client (Applicant, Petitioner, Requestor, Beneficiary or Derivative, Respondent, or Authorized Signatory for an Entity)

6.a. Family Name (Last Name): GOMES YANAI

6.b. Given Name (First Name): Riki

6.c. Middle Name: N/A

7.a. Name of Entity (if applicable)

N/A

7.b. Title of Authorized Signatory for Entity (if applicable)

N/A

8. Client's USCIS Online Account Number (if any)

► N/A

9. Client's Alien Registration Number (A-Number) (if any)

► A- N/A

Client's Contact Information

10. Daytime Telephone Number

9096712543

11. Mobile Telephone Number (if any)

9096712543

12. Email Address (if any)

login.roberta@gmail.com

Mailing Address of Client

NOTE: Provide the client's mailing address. **Do not** provide the business mailing address of the attorney or accredited representative **unless** it serves as the safe mailing address on the application or petition being filed with this Form G-28.

13.a. Street Number and Name: PO Box 90487

13.b. ☐ Apt. ☐ Ste. ☐ Flr. N/A

13.c. City or Town: San Diego

13.d. State: CA **13.e.** ZIP Code: 92169

13.f. Province: N/A

13.g. Postal Code: N/A

13.h. Country

USA

Part 4. Client's Consent to Representation and Signature

Consent to Representation and Release of Information

I have requested the representation of and consented to being represented by the attorney or accredited representative named in **Part 1.** of this form. According to the Privacy Act of 1974 and U.S. Department of Homeland Security (DHS) policy, I also consent to the disclosure to the named attorney or accredited representative of any records pertaining to me that appear in any system of records of USCIS, ICE, or CBP.

Part 4. Client's Consent to Representation and Signature (continued)

Options Regarding Receipt of USCIS Notices and Documents

USCIS will send notices to both a represented party (the client) and his, her, or its attorney or accredited representative either through mail or electronic delivery. USCIS will send all secure identity documents and Travel Documents to the client's U.S. mailing address.

If you want to have notices and/or secure identity documents sent to your attorney or accredited representative of record rather than to you, please select **all applicable** items below. You may change these elections through written notice to USCIS.

1.a. ☒ I request that USCIS send original notices on an application or petition to the business address of my attorney or accredited representative as listed in this form.

1.b. ☒ I request that USCIS send any secure identity document (Permanent Resident Card, Employment Authorization Document, or Travel Document) that I receive to the U.S. business address of my attorney or accredited representative (or to a designated military or diplomatic address in a foreign country (if permitted)).

NOTE: If your notice contains Form I-94, Arrival-Departure Record, USCIS will send the notice to the U.S. business address of your attorney or accredited representative. If you would rather have your Form I-94 sent directly to you, select **Item Number 1.c.**

1.c. ☐ I request that USCIS send my notice containing Form I-94 to me at my U.S. mailing address.

Signature of Client or Authorized Signatory for an Entity

2.a. Signature of Client or Authorized Signatory for an Entity

➡ Roberta Gomes

2.b. Date of Signature (mm/dd/yyyy) 05/25/2026

Part 5. Signature of Attorney or Accredited Representative

I have read and understand the regulations and conditions contained in 8 CFR 103.2 and 292 governing appearances and representation before DHS. I declare under penalty of perjury under the laws of the United States that the information I have provided on this form is true and correct.

1. a. Signature of Attorney or Accredited Representative

1.b. Date of Signature (mm/dd/yyyy) 05/25/2026

2.a. Signature of Law Student or Law Graduate

N/A

2.b. Date of Signature (mm/dd/yyyy) N/A

Part 6. Additional Information

If you need extra space to provide any additional information within this form, use the space below. If you need more space than what is provided, you may make copies of this page to complete and file with this form or attach a separate sheet of paper. Type or print your name at the top of each sheet; indicate the **Page Number**, **Part Number**, and **Item Number** to which your answer refers; and sign and date each sheet.

1.a Family Name (Last Name): GOMES YANAI

1.b. Given Name (First Name): Riki

1.c. Middle Name: N/A

2.a. Page Number: N/A **2.b.** Part Number: N/A **2.c.** Item Number: N/A

2.d. N/A

3.a. Page Number: N/A **3.b.** Part Number: N/A **3.c.** Item Number: N/A

3.d. N/A

4.a. Page Number: N/A **4.b.** Part Number: N/A **4.c.** Item Number: N/A

4.d. N/A

5.a. Page Number: N/A **5.b.** Part Number: N/A **5.c.** Item Number: N/A

5.d. N/A

6.a. Page Number: N/A **6.b.** Part Number: N/A **6.c.** Item Number: N/A

6.d. N/A

Supplemental Information for Application to Extend/Change Nonimmigrant Status

Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-539A
OMB No. 1615-0003
Expires 03/31/2027

To be completed by an Attorney or Accredited Representative (if any).	☒ Select this box if Form G-28 is attached.	Attorney State Bar Number (if applicable)	Attorney or Accredited Representative USCIS Online Account Number (if any)
		343486	0 0 7 4 9 2 6 2 5 4 3 8

► **START HERE - Type or print in black ink.**

Part 1. Information About the Person Filing Form I-539

1. Your Full Legal Name

Family Name (Last Name)	Given Name (First Name)	Middle Name (if applicable)
GOMES YANAI	Roberta Cristina	N/A

Part 2. Information About You

Attach to Form I-539 when more than one person is included in the Form I-539 application. Each co-applicant must complete a separate Form I-539A. Do not submit a Form I-539A for the person named in Form I-539.

1. Your Full Legal Name

Family Name (Last Name)	Given Name (First Name)	Middle Name (if applicable)
GOMES YANAI	Riki	N/A

2. Date of Birth (mm/dd/yyyy): 02/22/2016

3. Country of Birth: Brazil

4. Country of Citizenship or Nationality: Brazil

5. U.S. Social Security Number (if any): ►

6. Alien Registration Number (A-Number) (if any)
►A-

7. Provide Information About Your Most Recent Entry Into the United States

Date of Arrival (mm/dd/yyyy)	Form I-94 Arrival/Departure Record Number	Passport Number
12/31/2025	► 8 8 3 1 4 1 7 9 3 A 4	GI986946

Travel Document Number	Country of Passport or Travel Document Issuance	Passport or Travel Document Expiration Date (mm/dd/yyyy)
GI986946	Brazil	03/11/2029

8. Current Nonimmigrant Status (for example, F-1 student, H-4 dependent, etc.): B2 – TEMPORARY VISITOR FOR PLEASURE

Expiration Date (mm/dd/yyyy): 06/30/2026

9. Current Passport Information

If your current passport information is different from the information you provided in **Item Number 7.**, provide your current passport information. If your current passport information matches the information you provided in **Item Number 7.**, proceed to **Item Number 10.**

Passport Number	Country of Passport Issuance	Passport Expiration Date (mm/dd/yyyy)
N/A	N/A	N/A

10. USCIS Online Account Number (if any)
►

Part 3. Additional Information About You

Answer the following questions. If you answer "Yes" to any of the questions in **Item Numbers 1. - 4.**, use the space provided in **Part 7. Additional Information** to provide an explanation.

1. Are you an applicant for an immigrant visa? ☐ Yes ☒ No

2. Has an immigrant petition **EVER** been filed for you? ☐ Yes ☒ No

3. Have you **EVER** filed a Form I-485, Application to Register Permanent Residence or Adjust Status? ☐ Yes ☒ No

4. Have you **EVER** been arrested or convicted of any criminal offense since last entering the United States? ☐ Yes ☒ No

Have you **EVER** ordered, incited, called for, committed, assisted, helped with, or otherwise participated in any of the following:

5. Acts involving torture or genocide? ☐ Yes ☒ No

6. Killing any person? ☐ Yes ☒ No

7. Intentionally and severely injuring any person? ☐ Yes ☒ No

8. Engaging in any kind of sexual contact or relations with any person who did not consent or was unable to consent, or was being forced or threatened? ☐ Yes ☒ No

9. Limiting or denying any person's ability to exercise religious beliefs? ☐ Yes ☒ No

Have you **EVER**:

10. Served in, been a member of, assisted, or participated in any military unit, paramilitary unit, police unit, self-defense unit, vigilante unit, rebel group, guerilla group, militia, insurgent organization, or any other armed group? ☐ Yes ☒ No

11. Worked, volunteered, or otherwise served in any prison, jail, prison camp, detention facility, labor camp, or any other situation that involved detaining persons? ☐ Yes ☒ No

12. Have you **EVER** been a member of, assisted, or participated in any group, unit, or organization of any kind in which you or other persons used or threatened to use any type of weapon against any person or threatened to do so? ☐ Yes ☒ No

13. Have you **EVER** sold, provided, or transported weapons, or assisted any person in selling, providing, or transporting weapons that you knew or believed would be used against another person? ☐ Yes ☒ No

14. Have you **EVER** received any weapons training, paramilitary training, or other military-type training? ☐ Yes ☒ No

15. Have you **EVER** violated the terms of the nonimmigrant status you now hold? ☐ Yes ☒ No

16. Are you now in removal proceedings? ☐ Yes ☒ No

17. Have you ever been employed in the United States since last admitted or granted an extension or change of status? ☐ Yes ☒ No

If you answered "No" to **Item Number 17.**, fully describe how you are supporting yourself in **Part 7. Additional Information**. Include documentary evidence of the source, amount, and basis for any income.

If you answered "Yes" **to Item Number 17.**, fully describe any and all periods of employment in **Part 7. Additional Information**.

18. Are you currently or have you ever been a J-1 exchange visitor or a J-2 dependent of a J-1 exchange visitor? ☐ Yes ☒ No

If you answered "Yes" **to Item Number 18.**, you must provide the dates you maintained status as a J-1 exchange visitor or J-2 dependent in **Part 7. Additional Information**.

Part 4. Applicant's Contact Information, Certification, and Signature

Applicant's Contact Information

Provide your daytime telephone number, mobile telephone number (if any), and email address (if any).

1. Applicant's Daytime Telephone Number

9096712543

2. Applicant's Mobile Telephone Number (if any)

9096712543

3. Applicant's Email Address (if any)

login.roberta@gmail.com

Applicant's Certification and Signature

I certify, under penalty of perjury, that I provided or authorized all of the responses and information contained in and submitted with my application, I read and understand or, if interpreted to me in a language in which I am fluent by the interpreter listed in **Part 5.**, understood, all of the responses and information contained in, and submitted with, my application, and that all of the responses and the information are complete, true, and correct. Furthermore, I authorize the release of any information from any and all of my records that USCIS may need to determine my eligibility for an immigration request and to other entities and persons where necessary for the administration and enforcement of U.S. immigration law.

4. Applicant's Signature

Roberta Gomes

Date of Signature (mm/dd/yyyy)

05/26/2026

Part 5. Interpreter's Contact Information, Certification, and Signature

Interpreter's Full Name

1. Interpreter's Family Name (Last Name)

N/A

Interpreter's Given Name (First Name)

N/A

2. Interpreter's Business or Organization Name

N/A

Interpreter's Contact Information

3. Interpreter's Daytime Telephone Number

N/A

4. Interpreter's Mobile Telephone Number (if any)

N/A

5. Interpreter's Email Address (if any)

N/A

I certify, under penalty of perjury, that I am fluent in English and N/A, and I have interpreted every question on the application and Instructions and interpreted the applicant's answers to the questions in that language, and the applicant informed me that they understood every instruction, question, and answer on the application.

6. Interpreter's Signature

N/A

Date of Signature (mm/dd/yyyy)

N/A

Part 6. Contact Information, Declaration, and Signature of the Person Preparing this Application, if Other Than the Applicant

Preparer's Full Name

1. Preparer's Family Name (Last Name)

HAVERROTH SILVA

Preparer's Given Name (First Name)

Otavio

2. Preparer's Business or Organization Name

HS Law Corp

Preparer's Contact Information

3. Preparer's Daytime Telephone Number

5102419336

4. Preparer's Mobile Telephone Number (if any)

5102419336

5. Preparer's Email Address (if any)

otavio@legalhs.com

Preparer's Certification and Signature

I certify, under penalty of perjury, that I prepared this application for the applicant at their request and with express consent and that all of the responses and information contained in and submitted with the application are complete, true, and correct and reflects only information provided by the applicant. The applicant reviewed the responses and information and informed me that they understand the responses and information in or submitted with the application.

6. Preparer's Signature



Date of Signature (mm/dd/yyyy)

05/26/2026

Part 7. Additional Information

If you need extra space to provide any additional information within this form, use the space below. If you need more space than what is provided, you may make copies of this page to complete and file with this form or attach a separate sheet of paper. Type or print your name and A-Number (if any) at the top of each sheet; indicate the **Page Number**, **Part Number**, and **Item Number** to which your answer refers; and sign and date each sheet

1. Family Name (Last Name): GOMES YANAI | Given Name (First Name): Riki | Middle Name (if applicable): N/A

2. A-Number (if any) ► A-

3. Page Number: N/A | Part Number: N/A | Item Number: N/A

N/A

4. Page Number: N/A | Part Number: N/A | Item Number: N/A

N/A

5. Page Number: N/A | Part Number: N/A | Item Number: N/A

N/A

6. Page Number: N/A | Part Number: N/A | Item Number: N/A

N/A

Notice of Entry of Appearance as Attorney or Accredited Representative

Department of Homeland Security

DHS Form G-28
OMB No. 1615-0105
Expires 05/31/2021

Part 1. Information About Attorney or Accredited Representative

1. USCIS Online Account Number (if any)

► 0 0 7 4 9 2 6 2 5 4 3 8

Name of Attorney or Accredited Representative

2.a. Family Name (Last Name): HAVERROTH SILVA

2.b. Given Name (First Name): Otavio

2.c. Middle Name: N/A

Address of Attorney or Accredited Representative

3.a. Street Number and Name: PO Box 90487

3.b. ☐ Apt. ☐ Ste. ☐ Flr. N/A

3.c. City or Town: San Diego

3.d. State: CA **3.e.** ZIP Code: 92169 *(USPS ZIP Code Lookup)*

3.f. Province: N/A

3.g. Postal Code: N/A

3.h. Country: USA

Contact Information of Attorney or Accredited Representative

4. Daytime Telephone Number: 5102419336

5. Mobile Telephone Number (if any): 5102419336

6. Email Address (if any): otavio@legalhs.com

7. Fax Number (if any): N/A

Part 2. Eligibility Information for Attorney or Accredited Representative

Select **all applicable** items.

1.a. ☒ I am an attorney eligible to practice law in, and a member in good standing of, the bar of the highest courts of the following states, possessions, territories, commonwealths, or the District of Columbia. If you need extra space to complete this section, use the space provided in **Part 6. Additional Information**.

Licensing Authority: California

1.b. Bar Number (if applicable): 343486

1.c. I (select **only one** box) ☒ am not ☐ am subject to any order suspending, enjoining, restraining, disbarring, or otherwise restricting me in the practice of law. If you are subject to any orders, use the space provided in **Part 6. Additional Information** to provide an explanation.

1.d. Name of Law Firm or Organization (if applicable): HS Law Corp

2.a. ☐ I am an accredited representative of the following qualified nonprofit religious, charitable, social service, or similar organization established in the United States and recognized by the Department of Justice in accordance with 8 CFR part 1292.

2.b. Name of Recognized Organization: N/A

2.c. Date of Accreditation (mm/dd/yyyy): N/A

3. ☐ I am associated with N/A, the attorney or accredited representative of record who previously filed Form G-28 in this case, and my appearance as an attorney or accredited representative for a limited purpose is at his or her request.

4.a. ☐ I am a law student or law graduate working under the direct supervision of the attorney or accredited representative of record on this form in accordance with the requirements in 8 CFR 292.1(a)(2).

4.b. Name of Law Student or Law Graduate: N/A

Part 3. Notice of Appearance as Attorney or Accredited Representative

If you need extra space to complete this section, use the space provided in **Part 6. Additional Information**.

This appearance relates to immigration matters before (select **only one** box):

1.a. ☒ U.S. Citizenship and Immigration Services (USCIS)

1.b. List the form numbers or specific matter in which appearance is entered.

I-539

2.a. ☐ U.S. Immigration and Customs Enforcement (ICE)

2.b. List the specific matter in which appearance is entered.

N/A

3.a. ☐ U.S. Customs and Border Protection (CBP)

3.b. List the specific matter in which appearance is entered.

N/A

4. Receipt Number (if any)

► N/A

5. I enter my appearance as an attorney or accredited representative at the request of the (select **only one** box):

☒ Applicant ☐ Petitioner ☐ Requestor

☐ Beneficiary/Derivative ☐ Respondent (ICE, CBP)

Information About Client (Applicant, Petitioner, Requestor, Beneficiary or Derivative, Respondent, or Authorized Signatory for an Entity)

6.a. Family Name (Last Name): GOMES YANAI

6.b. Given Name (First Name): Emy

6.c. Middle Name: N/A

7.a. Name of Entity (if applicable)

N/A

7.b. Title of Authorized Signatory for Entity (if applicable)

N/A

8. Client's USCIS Online Account Number (if any)

► N/A

9. Client's Alien Registration Number (A-Number) (if any)

► A- N/A

Client's Contact Information

10. Daytime Telephone Number

9096712543

11. Mobile Telephone Number (if any)

9096712543

12. Email Address (if any)

login.roberta@gmail.com

Mailing Address of Client

NOTE: Provide the client's mailing address. **Do not** provide the business mailing address of the attorney or accredited representative **unless** it serves as the safe mailing address on the application or petition being filed with this Form G-28.

13.a. Street Number and Name: PO Box 90487

13.b. ☐ Apt. ☐ Ste. ☐ Flr. N/A

13.c. City or Town: San Diego

13.d. State: CA **13.e.** ZIP Code: 92169

13.f. Province: N/A

13.g. Postal Code: N/A

13.h. Country

USA

Part 4. Client's Consent to Representation and Signature

Consent to Representation and Release of Information

I have requested the representation of and consented to being represented by the attorney or accredited representative named in **Part 1.** of this form. According to the Privacy Act of 1974 and U.S. Department of Homeland Security (DHS) policy, I also consent to the disclosure to the named attorney or accredited representative of any records pertaining to me that appear in any system of records of USCIS, ICE, or CBP.

Part 4. Client's Consent to Representation and Signature (continued)

Options Regarding Receipt of USCIS Notices and Documents

USCIS will send notices to both a represented party (the client) and his, her, or its attorney or accredited representative either through mail or electronic delivery. USCIS will send all secure identity documents and Travel Documents to the client's U.S. mailing address.

If you want to have notices and/or secure identity documents sent to your attorney or accredited representative of record rather than to you, please select **all applicable** items below. You may change these elections through written notice to USCIS.

1.a. ☒ I request that USCIS send original notices on an application or petition to the business address of my attorney or accredited representative as listed in this form.

1.b. ☒ I request that USCIS send any secure identity document (Permanent Resident Card, Employment Authorization Document, or Travel Document) that I receive to the U.S. business address of my attorney or accredited representative (or to a designated military or diplomatic address in a foreign country (if permitted)).

NOTE: If your notice contains Form I-94, Arrival-Departure Record, USCIS will send the notice to the U.S. business address of your attorney or accredited representative. If you would rather have your Form I-94 sent directly to you, select **Item Number 1.c.**

1.c. ☐ I request that USCIS send my notice containing Form I-94 to me at my U.S. mailing address.

Signature of Client or Authorized Signatory for an Entity

2.a. Signature of Client or Authorized Signatory for an Entity

➡ Roberta Gomes

2.b. Date of Signature (mm/dd/yyyy) 05/25/2026

Part 5. Signature of Attorney or Accredited Representative

I have read and understand the regulations and conditions contained in 8 CFR 103.2 and 292 governing appearances and representation before DHS. I declare under penalty of perjury under the laws of the United States that the information I have provided on this form is true and correct.

1. a. Signature of Attorney or Accredited Representative

1.b. Date of Signature (mm/dd/yyyy) 05/25/2026

2.a. Signature of Law Student or Law Graduate

N/A

2.b. Date of Signature (mm/dd/yyyy) N/A

Part 6. Additional Information

If you need extra space to provide any additional information within this form, use the space below. If you need more space than what is provided, you may make copies of this page to complete and file with this form or attach a separate sheet of paper. Type or print your name at the top of each sheet; indicate the **Page Number**, **Part Number**, and **Item Number** to which your answer refers; and sign and date each sheet.

1.a Family Name (Last Name): GOMES YANAI

1.b. Given Name (First Name): Emy

1.c. Middle Name: N/A

2.a. Page Number: N/A **2.b.** Part Number: N/A **2.c.** Item Number: N/A

2.d. N/A

3.a. Page Number: N/A **3.b.** Part Number: N/A **3.c.** Item Number: N/A

3.d. N/A

4.a. Page Number: N/A **4.b.** Part Number: N/A **4.c.** Item Number: N/A

4.d. N/A

5.a. Page Number: N/A **5.b.** Part Number: N/A **5.c.** Item Number: N/A

5.d. N/A

6.a. Page Number: N/A **6.b.** Part Number: N/A **6.c.** Item Number: N/A

6.d. N/A

Supplemental Information for Application to Extend/Change Nonimmigrant Status

Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-539A
OMB No. 1615-0003
Expires 03/31/2027

To be completed by an Attorney or Accredited Representative (if any).	☒ Select this box if Form G-28 is attached.	Attorney State Bar Number (if applicable)	Attorney or Accredited Representative USCIS Online Account Number (if any)
		343486	0 0 7 4 9 2 6 2 5 4 3 8

► **START HERE - Type or print in black ink.**

Part 1. Information About the Person Filing Form I-539

1. Your Full Legal Name

Family Name (Last Name)	Given Name (First Name)	Middle Name (if applicable)
GOMES YANAI	Roberta Cristina	N/A

Part 2. Information About You

Attach to Form I-539 when more than one person is included in the Form I-539 application. Each co-applicant must complete a separate Form I-539A. Do not submit a Form I-539A for the person named in Form I-539.

1. Your Full Legal Name

Family Name (Last Name)	Given Name (First Name)	Middle Name (if applicable)
GOMES YANAI	Emy	N/A

2. Date of Birth (mm/dd/yyyy): 07/21/2014

3. Country of Birth: Brazil

4. Country of Citizenship or Nationality: Brazil

5. U.S. Social Security Number (if any): ►

6. Alien Registration Number (A-Number) (if any)
►A-

7. Provide Information About Your Most Recent Entry Into the United States

Date of Arrival (mm/dd/yyyy)	Form I-94 Arrival/Departure Record Number	Passport Number
12/31/2025	► 8 8 3 1 4 2 6 1 9 A 4	GK870019

Travel Document Number	Country of Passport or Travel Document Issuance	Passport or Travel Document Expiration Date (mm/dd/yyyy)
GK870019	Brazil	02/05/2030

8. Current Nonimmigrant Status (for example, F-1 student, H-4 dependent, etc.): B2 – TEMPORARY VISITOR FOR PLEASURE

Expiration Date (mm/dd/yyyy): 06/30/2026

9. Current Passport Information

If your current passport information is different from the information you provided in **Item Number 7.**, provide your current passport information. If your current passport information matches the information you provided in **Item Number 7.**, proceed to **Item Number 10.**

Passport Number	Country of Passport Issuance	Passport Expiration Date (mm/dd/yyyy)
N/A	N/A	N/A

10. USCIS Online Account Number (if any)
►

Part 3. Additional Information About You

Answer the following questions. If you answer "Yes" to any of the questions in **Item Numbers 1. - 4.**, use the space provided in **Part 7. Additional Information** to provide an explanation.

1. Are you an applicant for an immigrant visa? ☐ Yes ☒ No

2. Has an immigrant petition **EVER** been filed for you? ☐ Yes ☒ No

3. Have you **EVER** filed a Form I-485, Application to Register Permanent Residence or Adjust Status? ☐ Yes ☒ No

4. Have you **EVER** been arrested or convicted of any criminal offense since last entering the United States? ☐ Yes ☒ No

Have you **EVER** ordered, incited, called for, committed, assisted, helped with, or otherwise participated in any of the following:

5. Acts involving torture or genocide? ☐ Yes ☒ No

6. Killing any person? ☐ Yes ☒ No

7. Intentionally and severely injuring any person? ☐ Yes ☒ No

8. Engaging in any kind of sexual contact or relations with any person who did not consent or was unable to consent, or was being forced or threatened? ☐ Yes ☒ No

9. Limiting or denying any person's ability to exercise religious beliefs? ☐ Yes ☒ No

Have you **EVER**:

10. Served in, been a member of, assisted, or participated in any military unit, paramilitary unit, police unit, self-defense unit, vigilante unit, rebel group, guerilla group, militia, insurgent organization, or any other armed group? ☐ Yes ☒ No

11. Worked, volunteered, or otherwise served in any prison, jail, prison camp, detention facility, labor camp, or any other situation that involved detaining persons? ☐ Yes ☒ No

12. Have you **EVER** been a member of, assisted, or participated in any group, unit, or organization of any kind in which you or other persons used or threatened to use any type of weapon against any person or threatened to do so? ☐ Yes ☒ No

13. Have you **EVER** sold, provided, or transported weapons, or assisted any person in selling, providing, or transporting weapons that you knew or believed would be used against another person? ☐ Yes ☒ No

14. Have you **EVER** received any weapons training, paramilitary training, or other military-type training? ☐ Yes ☒ No

15. Have you **EVER** violated the terms of the nonimmigrant status you now hold? ☐ Yes ☒ No

16. Are you now in removal proceedings? ☐ Yes ☒ No

17. Have you ever been employed in the United States since last admitted or granted an extension or change of status? ☐ Yes ☒ No

If you answered "No" to **Item Number 17.**, fully describe how you are supporting yourself in **Part 7. Additional Information**. Include documentary evidence of the source, amount, and basis for any income.

If you answered "Yes" **to Item Number 17.**, fully describe any and all periods of employment in **Part 7. Additional Information**.

18. Are you currently or have you ever been a J-1 exchange visitor or a J-2 dependent of a J-1 exchange visitor? ☐ Yes ☒ No

If you answered "Yes" **to Item Number 18.**, you must provide the dates you maintained status as a J-1 exchange visitor or J-2 dependent in **Part 7. Additional Information**.

Part 4. Applicant's Contact Information, Certification, and Signature

Applicant's Contact Information

Provide your daytime telephone number, mobile telephone number (if any), and email address (if any).

1. Applicant's Daytime Telephone Number

9096712543

2. Applicant's Mobile Telephone Number (if any)

9096712543

3. Applicant's Email Address (if any)

login.roberta@gmail.com

Applicant's Certification and Signature

I certify, under penalty of perjury, that I provided or authorized all of the responses and information contained in and submitted with my application, I read and understand or, if interpreted to me in a language in which I am fluent by the interpreter listed in **Part 5.**, understood, all of the responses and information contained in, and submitted with, my application, and that all of the responses and the information are complete, true, and correct. Furthermore, I authorize the release of any information from any and all of my records that USCIS may need to determine my eligibility for an immigration request and to other entities and persons where necessary for the administration and enforcement of U.S. immigration law.

4. Applicant's Signature

Roberta Gomes

Date of Signature (mm/dd/yyyy)

05/26/2026

Part 5. Interpreter's Contact Information, Certification, and Signature

Interpreter's Full Name

1. Interpreter's Family Name (Last Name)

N/A

Interpreter's Given Name (First Name)

N/A

2. Interpreter's Business or Organization Name

N/A

Interpreter's Contact Information

3. Interpreter's Daytime Telephone Number

N/A

4. Interpreter's Mobile Telephone Number (if any)

N/A

5. Interpreter's Email Address (if any)

N/A

I certify, under penalty of perjury, that I am fluent in English and N/A, and I have interpreted every question on the application and Instructions and interpreted the applicant's answers to the questions in that language, and the applicant informed me that they understood every instruction, question, and answer on the application.

6. Interpreter's Signature

N/A

Date of Signature (mm/dd/yyyy)

N/A

Part 6. Contact Information, Declaration, and Signature of the Person Preparing this Application, if Other Than the Applicant

Preparer's Full Name

1. Preparer's Family Name (Last Name)

HAVERROTH SILVA

Preparer's Given Name (First Name)

Otavio

2. Preparer's Business or Organization Name

HS Law Corp

Preparer's Contact Information

3. Preparer's Daytime Telephone Number

5102419336

4. Preparer's Mobile Telephone Number (if any)

5102419336

5. Preparer's Email Address (if any)

otavio@legalhs.com

Preparer's Certification and Signature

I certify, under penalty of perjury, that I prepared this application for the applicant at their request and with express consent and that all of the responses and information contained in and submitted with the application are complete, true, and correct and reflects only information provided by the applicant. The applicant reviewed the responses and information and informed me that they understand the responses and information in or submitted with the application.

6. Preparer's Signature



Date of Signature (mm/dd/yyyy)

05/26/2026

Part 7. Additional Information

If you need extra space to provide any additional information within this form, use the space below. If you need more space than what is provided, you may make copies of this page to complete and file with this form or attach a separate sheet of paper. Type or print your name and A-Number (if any) at the top of each sheet; indicate the **Page Number**, **Part Number**, and **Item Number** to which your answer refers; and sign and date each sheet

1. Family Name (Last Name): GOMES YANAI | Given Name (First Name): Emy | Middle Name (if applicable): N/A

2. A-Number (if any) ► A-

3. Page Number: N/A | Part Number: N/A | Item Number: N/A

N/A

4. Page Number: N/A | Part Number: N/A | Item Number: N/A

N/A

5. Page Number: N/A | Part Number: N/A | Item Number: N/A

N/A

6. Page Number: N/A | Part Number: N/A | Item Number: N/A

N/A

May 21, 2026.
USCIS Dallas Lockbox
U.S. Postal Service (USPS):
USCIS
Attn: Premium I-129 L
P.O. Box 660095
Dallas, TX 75265-0095

RE: Form I-129 L-1A Nonimmigrant Petition for Intracompany Transferee Executive – New Office, with Form I-907 Premium Processing Request

Petitioner: YANAI DEVELOPMENT LLC
FEIN/EIN: 42-2438686
Beneficiary: MARCELO KENJI GOMES YANAI
Foreign Employer / Qualifying Organization: YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA.

Dear Immigration Officer,

Our firm represents **Yanai Development LLC** (the "Petitioner") in connection with this **L-1A Nonimmigrant Visa Petition (New Office)** filed on behalf of **Mr. Marcelo Kenji Gomes Yanai** (the "Beneficiary"), who will serve in the United States as the company's **Executive Director**.

The Petitioner seeks to transfer Mr. Yanai from **Yanai Gestão de Obras e Construções Ltda.**, the foreign qualifying organization headquartered in the State of São Paulo, Brazil, to **Yanai Development LLC**, a California limited liability company, to lead the company's **L-1A new office operations in California**. Abroad, Mr. Yanai has served in an **executive capacity**, directing strategic growth, business development, organizational management, financial oversight, and high-level operational oversight. In the United States, he will continue to perform **primarily executive functions**, including corporate leadership, strategic planning, financial oversight, business development, implementation of management systems, and executive supervision of the company's expansion activities.

Yanai Development LLC was established as the **controlled U.S. subsidiary** of Yanai Gestão de Obras e Construções Ltda., the Brazilian parent company, to support the group's strategic expansion into the United States through management-driven construction management, real estate development coordination, investment oversight, and project administration services.

As demonstrated by the enclosed evidence, the Petitioner and the Brazilian entity maintain a **qualifying corporate relationship**, the foreign entity continues to actively conduct business in Brazil, Mr. Yanai has held a qualifying **executive role abroad**, and the U.S. company is prepared to support his executive position under the **L-1A new office framework**.

- ***Qualifying Relationship Between Foreign and U.S. Entities***

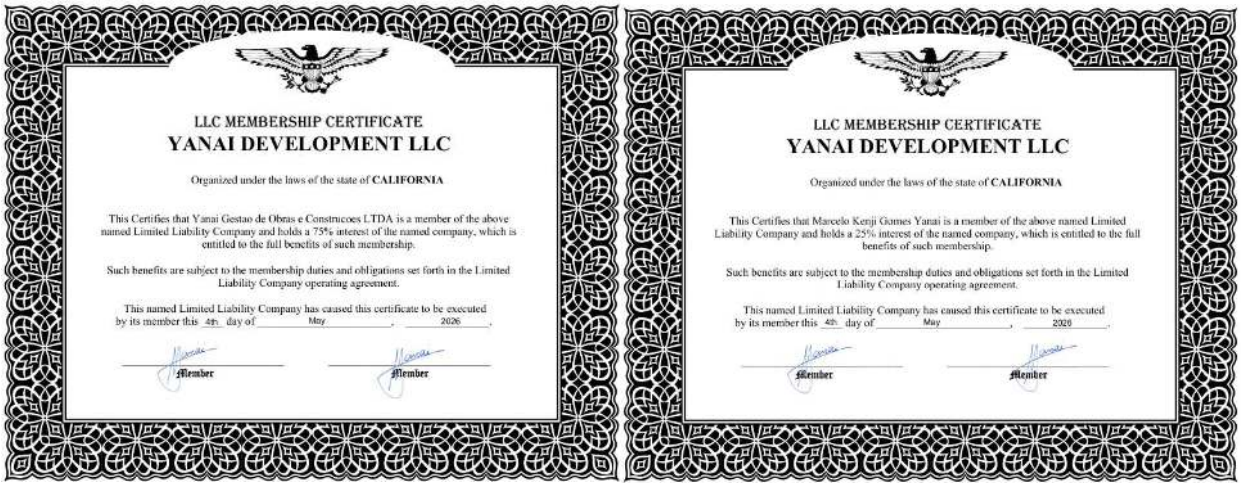
Under the L-1 regulations, a qualifying organization includes a U.S. or foreign legal entity that maintains a qualifying relationship, including a **parent-subsidiary relationship**, and is or will be doing business in the United States and in at least one other country during the beneficiary's stay in L-1 status. A subsidiary includes an entity of which the parent owns, directly or indirectly, **more than half and controls the entity**. 8 C.F.R. § 214.2(l)(1)(ii)(G), (K).

Yanai Development LLC was organized **in California** on May 4, 2026, under File No. B20260211316, with its principal office located at 301 9th St, Ste 219, Redlands, CA 92374. The company also obtained its **federal employer identification number**, opened a **U.S. business bank account**, secured **office premises**, and **entered** into an **initial U.S. service agreement** to support its business development, **financial, accounting**, and **administrative setup**. These **documents are provided in Exhibit A**.

We assigned you an employer identification number (EIN)

Your EIN is **42-2438686**. The name control associated with this EIN is **YANA**.

The ownership documents show that Yanai Gestão de Obras e Construções Ltda. owns 75% of Yanai Development LLC, while Mr. Marcelo Kenji Gomes Yanai owns the remaining 25%. This ownership structure is confirmed by the Operating Agreement and the LLC Membership Certificates included in **Exhibit A**. Because the Brazilian company owns more than half of the U.S. entity and holds the controlling ownership interest, Yanai Development LLC qualifies as the controlled U.S. subsidiary of Yanai Gestão de Obras e Construções Ltda.



LLC MEMBERSHIP CERTIFICATE
YANAI DEVELOPMENT LLC

Organized under the laws of the state of **CALIFORNIA**

This Certifies that Yanai Gestao de Obras e Construcoes LTDA is a member of the above named Limited Liability Company and holds a 75% interest of the named company, which is entitled to the full benefits of such membership.

Such benefits are subject to the membership duties and obligations set forth in the Limited Liability Company operating agreement.

This named Limited Liability Company has caused this certificate to be executed by its member this 4th day of May, 2026.

Member Member

LLC MEMBERSHIP CERTIFICATE
YANAI DEVELOPMENT LLC

Organized under the laws of the state of **CALIFORNIA**

This Certifies that Marcelo Kenji Gomes Yanai is a member of the above named Limited Liability Company and holds a 25% interest of the named company, which is entitled to the full benefits of such membership.

Such benefits are subject to the membership duties and obligations set forth in the Limited Liability Company operating agreement.

This named Limited Liability Company has caused this certificate to be executed by its member this 4th day of May, 2026.

Member Member

The **foreign qualifying organization**, **Yanai Gestão de Obras e Construções Ltda.**, is an active Brazilian limited liability company headquartered in Jaguariúna, State of São Paulo, Brazil, and registered under CNPJ[1] 52.132.442/0001-95. Its corporate records confirm that the company was

[1] CNPJ stands for Cadastro Nacional da Pessoa Jurídica, Brazil's official federal taxpayer and business registration number for legal entities, issued by the Brazilian Federal Revenue Service (Receita Federal do Brasil). It is commonly used to verify a company's legal existence, registration status, and corporate information.

formed in Brazil, maintains active registration, and is legally authorized to conduct construction management, project administration, and real estate development-related business activities. **The Brazilian company's corporate existence, ownership, and legal authority are documented in Exhibit B.**



FEDERATIVE REPUBLIC OF BRAZIL

NATIONAL REGISTER OF LEGAL ENTITIES

REGISTRATION NUMBER 52.132.442/0001-95 HEAD OFFICE	CERTIFICATE OF ENROLLMENT AND REGISTRATION STATUS	DATE OF INCORPORATION 09/11/2023

COMPANY NAME
YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA

The initial capitalization of the U.S. entity further confirms that the ownership structure has been implemented in practice. The Chase business bank account documents and account activity included in **Exhibit A** show a capital contribution of **USD $937.50** from Mr. Yanai, corresponding to his 25% membership interest, and a transfer of **USD $2,842.50** from Yanai Gestão de Obras e Construções Ltda., corresponding to the Brazilian company's 75% membership interest. After the applicable bank wire fees, these transfers resulted in an available account balance of **USD $3,750.00**, representing the initial working-capital tranche of the company's planned **USD $15,000** startup investment. The remaining committed funds will be directed toward the company's startup expenses, construction-management infrastructure, operational setup, marketing, technology, insurance, travel, and future capital needs as provided in the Business Plan included as **Exhibit A**.

The record also includes a group organizational chart showing Yanai Gestão de Obras e Construções Ltda., Yanai Construtora e Incorporadora Ltda., and Yanai Development LLC within the Yanai economic group. Mr. Yanai holds majority ownership in both Brazilian companies, with 80% of Yanai Gestão de Obras e Construções Ltda. and 90% of Yanai Construtora e Incorporadora Ltda. These corporate and group-structure documents are provided in **Exhibit B**.



These capitalization records are consistent with the parties' documented membership interests and further support that the **U.S. entity operates under the ownership and control of the Brazilian parent company**. The evidence therefore establishes that **Yanai Development LLC is the controlled U.S. subsidiary** through which the Brazilian company is expanding its construction-management, real estate-development, project-administration, and related business activities into the United States.

Accordingly, the Petitioner respectfully submits that Yanai Development LLC and Yanai Gestão de Obras e Construções Ltda. maintain a **qualifying parent-subsidiary relationship** for L-1A purposes, supported by documented **majority ownership**, **corporate control**, capitalization records, continued business operations in Brazil, and concrete steps toward operational readiness in the United States.

- ***Ongoing Operations of the Foreign Entity***

Yanai Gestão de Obras e Construções Ltda. continues to actively conduct business in Brazil through construction management, project administration, real estate development coordination, and related business operations. The company's corporate records confirm that it remains active and legally authorized to operate under CNPJ 52.132.442/0001-95, with Mr. Yanai and Mr. João Miguel Carpinetti Ferrão identified as managing partners. These records are provided in **Exhibit B**.

The company's financial records, certified by its accountant, Luis Carlos Marquezini, confirm ongoing commercial activity, formal bookkeeping, and average profit growth of approximately 370% since inception. **The latest twelve-month revenue records show approximately BRL 1,207,983.66** in gross revenue **from March 2025 through February 2026**, confirming the company's **continued operations and financial capacity to support the U.S. expansion.** These records are provided in **Exhibit B**.

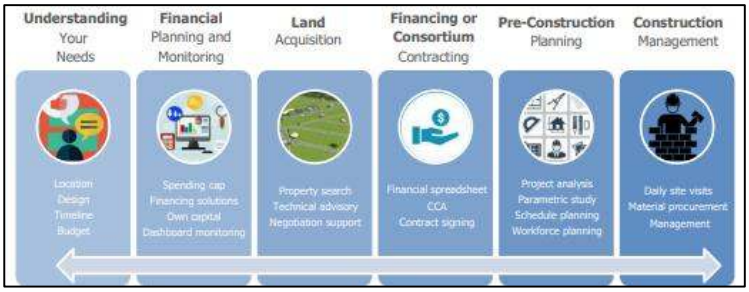
	2025
March	83,520.49
April	75,782.73
May	78,867.65
June	77,770.82
July	89,193.58
August	90,982.39
September	63,851.52
October	177,944.73
November	116,889.58
December	159,764.81
Total	1,014,568.30

	2026
January	78,552.97
February	114,862.39
Total	193,415.36



The record also includes the updated corporate structure of the Yanai economic group, composed of Yanai Gestão de Obras e Construções Ltda., Yanai Construtora e Incorporadora Ltda., and Yanai Development LLC. Mr. Yanai holds majority ownership in both Brazilian companies, with 80% of Yanai Gestão de Obras e Construções Ltda. and 90% of Yanai Construtora e Incorporadora Ltda. The group organizational chart confirms the relationship among the Brazilian companies and the U.S. subsidiary. These corporate and group-structure documents are provided in **Exhibit B**.

The company's institutional and operational materials show that its business is based on construction management, construction, development, and construction-development activities. Its services include management of high-end residential and building construction projects in gated communities, construction of homes for sale, and development of vertical and horizontal condominium projects. The company's work process includes client needs assessment, financial planning and monitoring, land acquisition, financing support, pre-construction planning, construction management, technical supervision, supplier coordination, material procurement, payment control, and financial oversight. These materials are provided in **Exhibit B**.



The record also includes **lease documentation and photographs of the Brazilian premises and business operations**, further confirming that Yanai Gestão de Obras e Construções Ltda. maintains a physical and operational presence in Brazil. These materials are provided in **Exhibit B**.

The company's operational model is supported by management tools and project-control systems, including Construct In, ERP Mais Controle, quotation maps, construction daily reports, financial monitoring, and Power BI dashboards. These tools demonstrate that the Brazilian company operates through structured management, reporting, vendor coordination, quality control, and financial-control procedures rather than informal or occasional activity. These operational materials are provided in **Exhibit B**.

The record also includes evidence of organizational maturity and market credibility. Yanai is certified by Great Place to Work, a global organization that evaluates workplace culture, employee trust, organizational climate, and people-management practices. The certification requires a minimum employee approval score, and the company's materials report employee approval ratings above 91%. Yanai was also elected the Best Construction Company of 2025 in Jaguariúna, in the State of São Paulo, receiving the Top of Mind award from the National Institute of Research and Quality, and was recognized as a Best High-End Home Construction Company by three other independent research institutes. The record further includes representative projects and client feedback describing Yanai's services as professional, reliable, transparent, and effective in providing support, security, and peace of mind throughout the construction process. These materials are provided in **Exhibit B**.



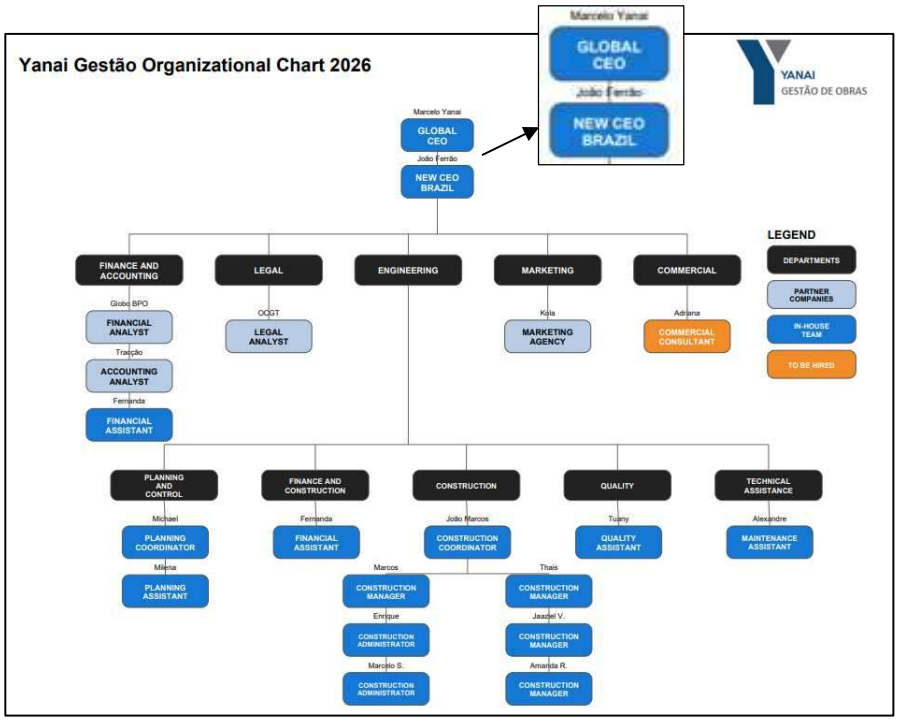


The Brazilian client contracts provide direct evidence of active business operations. The agreements show that Yanai Gestão de Obras e Construções Ltda. has been retained for construction administration, construction management, consulting and advisory services, and real

estate investment/project management. These contracts demonstrate real clients, ongoing project obligations, and continuing service activity in Brazil. They also confirm that the company's business model is based on management, coordination, supervision, reporting, payment control, vendor oversight, and project administration. These contracts and related execution records are provided in **Exhibit B**.

The vendor and payment records further show that the Brazilian company works with third-party professionals and service providers in connection with its project-management activities. These records confirm an active operational network in Brazil and support the company's ability to continue operating independently while Mr. Yanai is transferred to the United States. These materials are provided in **Exhibit B**.

Finally, the post-transfer organizational chart confirms that the Brazilian operation will continue independently of Mr. Yanai's physical presence in Brazil. The chart identifies Mr. Yanai as Global CEO and Mr. João Ferrão as New CEO Brazil, supported by finance, accounting, legal, engineering, marketing, commercial, planning, works management, quality, and technical assistance functions. This structure demonstrates that the foreign qualifying organization will continue doing business in Brazil while Yanai Development LLC develops its U.S. operations. The post-transfer organizational chart is provided in **Exhibit B**.



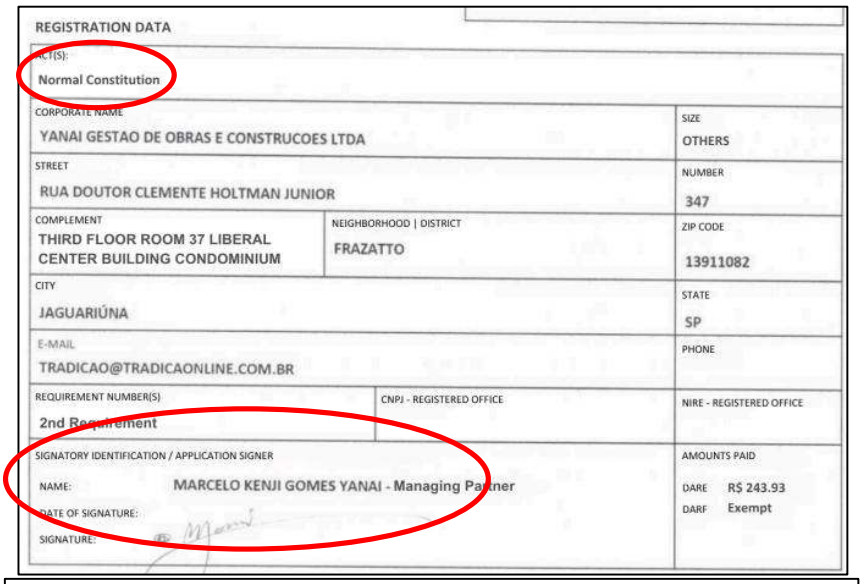
Accordingly, the Petitioner respectfully submits that Yanai Gestão de Obras e Construções Ltda. remains an active and operating foreign qualifying organization. The evidence demonstrates regular, systematic, and continuous commercial activity, recent revenue, active client engagements, vendor relationships, management systems, institutional recognition, client satisfaction, and a defined post-transfer leadership structure sufficient to establish continued doing business abroad during Mr. Yanai's requested period of L-1A status.

- ***<u>Employment Abroad for at Least One Continuous Year</u>***

The evidence demonstrates that Mr. Marcelo Kenji Gomes Yanai has been **employed abroad** by Yanai Gestão de Obras e Construções Ltda., the foreign qualifying organization, for **at least one continuous year** within the three years preceding the filing of this petition. The company's corporate records, Mr. Yanai's formal management authority, employment-related agreements, client service contracts, operational materials, and post-transfer organizational structure are provided in Exhibit B.

For L-1A classification, the beneficiary must have been employed abroad by a qualifying organization for **one continuous year** within the three years preceding the filing of the petition, and the U.S. position must be in an **executive or managerial capacity**. USCIS identifies the L-1A classification as applying to intracompany transferees who have been employed as executives or managers for one continuous year in the three years preceding the filing of the petition.

Here, the Brazilian corporate records confirm that Yanai Gestão de Obras e Construções Ltda. was organized through its Articles of Incorporation dated August 14, 2023, with activities scheduled to commence on August 20, 2023, and was duly registered with the Commercial Registry of the State of São Paulo / JUCESP on September 11, 2023. The company remains formally registered under CNPJ 52.132.442/0001-95, and its official records identify Mr. Yanai as **Managing Partner**, confirming his formal **management authority** within the foreign qualifying organization since the company's formation. These documents are provided in Exhibit B.



REGISTRATION DATA

ACT(S):
Normal Constitution

CORPORATE NAME: YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA
SIZE: OTHERS

STREET: RUA DOUTOR CLEMENTE HOLTMAN JUNIOR
NUMBER: 347

COMPLEMENT: THIRD FLOOR ROOM 37 LIBERAL CENTER BUILDING CONDOMINIUM
NEIGHBORHOOD | DISTRICT: FRAZATTO
ZIP CODE: 13911082

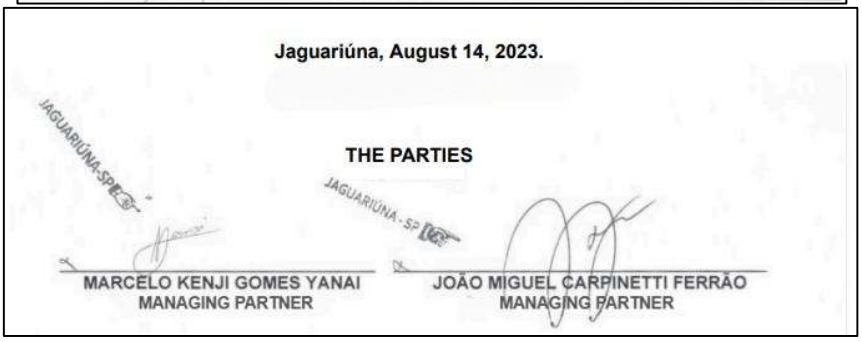
CITY: JAGUARIÚNA
STATE: SP

E-MAIL: TRADICAO@TRADICAONLINE.COM.BR
PHONE:

REQUIREMENT NUMBER(S): 2nd Requirement
CNPJ - REGISTERED OFFICE:
NIRE - REGISTERED OFFICE:

SIGNATORY IDENTIFICATION / APPLICATION SIGNER
NAME: MARCELO KENJI GOMES YANAI - Managing Partner
DATE OF SIGNATURE:
SIGNATURE:

AMOUNTS PAID
DARE R$ 243.93
DARF Exempt



Jaguariúna, August 14, 2023.

THE PARTIES

JAGUARIÚNA-SP

JAGUARIÚNA - SP

MARCELO KENJI GOMES YANAI
MANAGING PARTNER

JOÃO MIGUEL CARPINETTI FERRÃO
MANAGING PARTNER

The record further shows that Mr. Yanai has continuously acted on behalf of Yanai Gestão de Obras e Construções Ltda. in an **executive and administrative capacity**. The filing includes

employment-related and operational agreements demonstrating his ongoing authority to **represent and administer** the Brazilian company in personnel, operational, and business matters. These documents are provided in Exhibit B.

The client service agreements also confirm Mr. Yanai's continuous executive role abroad. The record includes Yanai service contracts signed by Mr. Yanai on behalf of Yanai Gestão de Obras e Construções Ltda. from late 2023 through 2025, demonstrating that he consistently represented the company in client engagements, exercised **corporate authority**, and directed the company's construction-management and project-administration business activities throughout the relevant L-1A period. These contracts and signature records are provided in Exhibit B.



These agreements are consistent with the company's **management-driven business model**. The contracts show that Yanai Gestão de Obras e Construções Ltda. was retained for construction administration, construction management, consulting and advisory services, and real estate investment/project management. They reflect responsibilities involving planning, coordination, supervision, reporting, payment control, vendor oversight, and project administration. To the extent Mr. Yanai appears as the company's representative or signatory, such references demonstrate his **executive authority** and administrative control over the business, not personal performance of field-level construction work.

The company's operational materials further support this conclusion. Yanai Gestão de Obras e Construções Ltda. operates through structured project-management systems, internal coordination, operational reporting, vendor management, and third-party execution. Mr. Yanai's role is positioned at the **executive level**, while routine construction activities, field execution, and specialized services are performed by subordinate personnel, contractors, vendors, and third-party service providers. These operational materials, together with vendor and payment records, are provided in Exhibit B.

The post-transfer organizational chart further confirms that Mr. Yanai's role is **executive** and that the Brazilian operation will continue through a defined management structure after his transfer to the United States. The chart identifies Mr. Yanai as Global CEO and Mr. João Ferrão as New CEO Brazil, supported by finance, accounting, legal, engineering, marketing, commercial, planning, works management, quality, and technical assistance functions. This structure confirms that Mr. Yanai's role is not dependent on physical construction work or routine operational execution. The post-transfer organizational chart is provided in Exhibit B.

Accordingly, the evidence establishes that Mr. Yanai has been employed abroad by Yanai Gestão de Obras e Construções Ltda. for **more than one continuous year** within the relevant three-year

period. The record also demonstrates that his foreign employment has been in a **qualifying executive capacity**, supported by corporate registration records, continuous representative signatures on company contracts, employment-related agreements, operational materials, and the company's post-transfer leadership structure.

- ***Proposed U.S. Employment in an Executive Capacity***

The evidence demonstrates that **Mr. Marcelo Kenji Gomes Yanai** will be employed in the United States in a qualifying executive capacity as **Executive Director of Yanai Development LLC**. His U.S. role is designed to lead the company's market entry, implement the Brazilian parent company's management methodologies, build strategic partnerships, structure real estate investment opportunities, and supervise the company's operational growth during the first year of the new office.

For L-1A purposes, executive capacity includes directing the management of the organization or a major function, establishing goals and policies, exercising wide latitude in discretionary decision-making, and receiving only general supervision or direction from higher-level authority. 8 C.F.R. § 214.2(l)(1)(ii)(C). USCIS also recognizes that, for a new office petition, the record should show that the intended U.S. operation will support an executive or managerial position within one year, considering the nature of the office, scope of the entity, organizational structure, financial goals, U.S. investment, and the foreign entity's organizational structure. 8 C.F.R. § 214.2(l)(3)(v)(C).

Yanai Development LLC will operate as a **construction-management, real estate investment, project oversight, property management, maintenance coordination, and operational consulting platform**. Physical construction, trade-specific work, inspections, and specialized technical services will be performed by licensed subcontractors and third-party vendors. Mr. Yanai will direct the business from the executive level, focusing on strategy, governance, business development, investor and partner relationships, financial oversight, and implementation of the company's management systems.

The Business Plan further breaks down Mr. Yanai's U.S. responsibilities into executive-level functions, confirming that his time will be dedicated to corporate leadership, oversight, business development, financial strategy, and governance rather than day-to-day operational execution. His proposed time allocation is as follows:

- ***Strategic Direction and Corporate Leadership: 30%;***
- ***Executive Oversight of Operations and Management: 25%;***
- ***Business Development and Strategic Partnerships: 20%;***
- ***Financial Strategy and Performance Oversight: 15%;***
- ***Corporate Governance and Compliance: 10%.***

This allocation confirms that Mr. Yanai's U.S. role will be primarily executive, focused on strategy, oversight, business development, financial direction, and governance rather than construction labor, routine maintenance, or field execution.

Mr. Yanai's qualifications further support his ability to perform the proposed executive role in the United States. He holds a degree in Civil Engineering from Universidade Estadual Paulista "Júlio de Mesquita Filho" (UNESP)[2] and completed an MBA in Real Estate and Construction Business Management at Fundação Getulio Vargas (FGV)[3], a 432-hour specialization program focused on real estate business, construction management, project coordination, contracts, feasibility analysis, strategic cost management, budgeting, operational planning, and market research. This academic background, together with his long-standing executive experience in the construction-management and real estate-development sector, directly supports his ability to lead Yanai Development LLC's U.S. expansion, implement the parent company's management systems, evaluate investment opportunities, and supervise project-management functions at the executive level. These credentials are included in Exhibit C.

The support letters further corroborate Mr. Yanai's ability to perform the proposed U.S. executive role. The record includes letters from professionals in complementary sectors, including real estate development, construction management, business strategy, legal structuring, contractual risk management, and investment evaluation. Across these different perspectives, the signatories consistently describe Mr. Yanai as responsible for structuring operations, coordinating multidisciplinary teams, evaluating project feasibility, managing risks, defining budgets and financial parameters, supervising specialized professionals, and making discretionary business decisions.

Mr. Cristiano Postigo Roz, a real estate executive and Director of Marketing and Communications in the construction and real estate development sector, confirms Mr. Yanai's long-standing experience in **real estate development, strategic planning, stakeholder coordination, and business structuring**. His letter supports the Business Plan by showing that Mr. Yanai has prior executive experience in evaluating real estate opportunities and coordinating development-related strategies, which are central to Yanai Development LLC's proposed U.S. operations.

Mr. Leandro Marçal Collaço, Founder and Executive Director of a project-development company, confirms Mr. Yanai's executive role in a high-end residential project involving approximately **R$ 1.87 million**. His letter emphasizes that Mr. Yanai was responsible for **direction, decision-making, risk assessment, contractor replacement, and supervision of qualified professionals**, rather than direct technical execution. This supports the Business Plan's management-driven model, based on third-party execution and executive oversight.

Mr. Roberto Bassi, a business mentor, entrepreneur, and business coach, confirms Mr. Yanai's executive oversight in the construction of a high-end residence, with emphasis on **budget**

[2] Universidade Estadual Paulista "Júlio de Mesquita Filho" (UNESP) is a major public university in the State of São Paulo, Brazil, created in 1976. As a Brazilian higher-education institution, its recognized programs and degrees operate within Brazil's national education framework overseen by MEC (*Ministério da Educação*, Brazil's Ministry of Education, responsible for higher-education regulation, accreditation, and recognition).

[3] Fundação Getulio Vargas (FGV) is a prominent Brazilian higher-education and research institution founded in 1944, widely recognized in Brazil for business, economics, public administration, law, and applied management education. Its higher-education programs operate within Brazil's regulated education framework overseen by MEC (*Ministério da Educação*, Brazil's Ministry of Education, responsible for higher-education regulation, accreditation, and recognition).

predictability, timeline control, risk reduction, and financial reliability. His letter supports the Business Plan by demonstrating that Mr. Yanai has already managed projects through high-level supervision, financial control, and coordination of specialized professionals.

Mr. Fábio Maia Garrido Tebet, an attorney involved in legal structuring and contractual risk management for Mr. Yanai's projects and business operations since 2019, including matters related to Yanai Construtora e Incorporadora Ltda., confirms Mr. Yanai's role in defining **operational structures, partnership models, responsibilities, feasibility considerations, and risk allocation**. His letter supports the Business Plan by showing that Mr. Yanai has experience making executive decisions involving contractual structure, business risk, and project organization.

Mr. Mauricio Sakamoto Fukutaki, an electrical engineer and former Managing Director in the energy investment and power trading sector, confirms Mr. Yanai's ability to present and evaluate investment opportunities, including **financial data, estimated costs, projected returns, feasibility studies, and investor-facing strategy**. His letter supports the Business Plan by showing that Mr. Yanai can evaluate investment opportunities, communicate with investors, and make structured business decisions based on financial and market analysis.

These letters also confirm that Mr. Yanai's role is focused on **executive direction**, **strategic oversight**, **financial control**, business structuring, and supervision of teams and third-party professionals, rather than day-to-day technical or field-level execution. This multi-sector professional validation reinforces that Mr. Yanai has the executive background, industry experience, and decision-making capacity required to lead Yanai Development LLC's U.S. new office operations. These support letters are provided in **Exhibit C**.

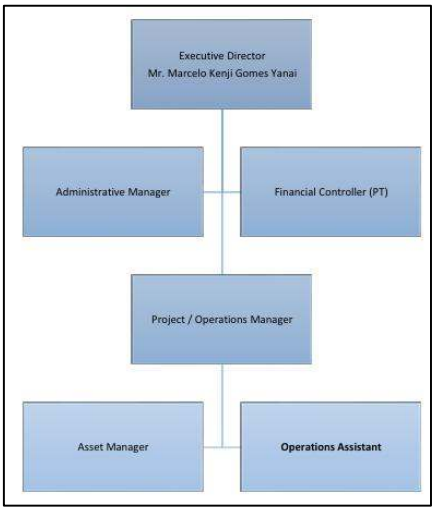
In practice, Mr. Yanai will set the company's U.S. growth strategy, define service priorities, approve business-development initiatives, select and evaluate investment opportunities, establish relationships with investors and strategic partners, and oversee the adaptation of the Brazilian company's project-management model to the California market.

USCIS recognizes that a new office operation may initially require a more limited organizational structure during its startup phase, provided that the business plan, operational framework, and projected staffing structure demonstrate the company's ability to support an executive position within the first year of operations. Consistent with that framework, Yanai Development LLC's initial organizational structure has been designed to support the company's phased operational growth while allowing Mr. Yanai to focus primarily on executive leadership, strategic development, and high-level business oversight.

The Business Plan also **projects approximately USD $164,000 in first-year gross revenue**, consistent with the company's phased operational growth and proposed initial staffing structure. This projection further supports the company's ability to sustain an executive-level position within the first year of operations.

His role will also include high-level oversight of the U.S. operation's internal personnel and external support network. During the initial stage, the Business Plan provides for an internal structure composed of the **Executive Director**, a **Project/Operations Coordinator**, and **Administrative/Project Support**. As the company grows, the staffing plan expands to include positions such as **Project/Operations Manager**, **Administrative Manager**, **Asset Manager**, **Operations Assistant**, and **Financial Controller**. This planned structure is designed to remove Mr. Yanai from routine operational execution and allow him to supervise business functions through subordinate staff and contracted professionals. The staffing plan and projected organizational structure are provided in Exhibit A.

Personnel Plan					
	Year 1	Year 2	Year 3	Year 4	Year 5
Executive Director - Mr. Marcelo Kenji Gomes Yanai	1	1	1	1	1
Project/ Operations Coordinator (Full-Time)	1	1	0	0	0
Administrative / Project Support PT	1	1	0	0	0
Project / Operations Manager	0	0	1	1	1
Administrative Manager	0	0	1	1	1
Operations / Construction Assistant	0	0	1	0	0
Asset Manager	0	0	0	1	1
Operations Assistant	0	0	0	1	1
Financial Controller (PT)	0	0	0	0	1
Total People	3	3	4	5	6



The company has already begun building the administrative and operational foundation necessary to support this executive role. Yanai Development LLC has been formed in California, obtained its EIN, secured office premises in Redlands, opened a U.S. business bank account, and contracted professional support from Akanni Financial Consulting for CFO services, accounting reconciliation, GAAP-standard recordkeeping, and business development. These materials are included in Exhibit A. The company's Operating Agreement also confirms that the U.S. entity is manager-managed and grants broad authority to manage company affairs, execute contracts, open and manage bank accounts, employ persons and entities, and conduct the company's business. Those governance documents are included in Exhibit A.

Mr. Yanai's proposed U.S. position therefore reflects **executive capacity in substance, not merely in title**. He will not personally perform construction labor, maintenance work, technical inspections, or trade services. Instead, he will direct the company's strategy, approve major business and investment decisions, supervise personnel and professional service providers, oversee financial performance, establish operational policies, and lead the U.S. expansion of the Brazilian company's construction-management and real estate-development model.

Accordingly, the Petitioner respectfully submits that Mr. Yanai's proposed employment in the United States will be in a qualifying **executive capacity**. His role is tailored to the needs of a new U.S. office: establishing the company's market presence, transferring proven management systems from Brazil, building the personnel and vendor structure, developing investment and client

relationships, and positioning Yanai Development LLC to support an executive-level role within the first year of operations.

- ***Sufficient Investment, Physical Premises, and Operational Readiness for the U.S. New Office***

The evidence demonstrates that Yanai Development LLC has made a **documented, traceable, and business-appropriate investment** to commence operations in the United States. The company was formed in California, obtained its EIN, opened a U.S. business bank account, secured office premises in Redlands, California, retained professional administrative and financial support, and began implementing the business model described in the Business Plan. These materials are provided in Exhibit A.

The Business Plan establishes a **lean, management-driven operating model** focused on construction management, real estate investment oversight, project coordination, contractor/vendor management, property management, maintenance coordination, and operational consulting. These services are consistent with the Brazilian group's existing operations, allowing the U.S. company to transfer project-management knowledge, vendor-management practices, financial-control routines, and executive oversight procedures already used in Brazil. The Business Plan, market analysis, operational model, staffing plan, and financial projections are provided in Exhibit A.

Physical construction, trade-specific work, inspections, and specialized technical services will be performed by **licensed subcontractors and third-party service providers**. Accordingly, the company's initial capital needs are concentrated on legal formation, office setup, accounting and administrative support, insurance, technology, marketing, business development, travel, and working capital, rather than heavy equipment, construction crews, or field infrastructure.

The record also shows that Yanai Development LLC has already entered into a U.S. Professional Services Agreement with **Pink Hammer Construction**, representing an early commercial opportunity aligned with the company's planned consulting and contractor business-support services. This agreement is significant because it corresponds to one of the principal revenue-generating service lines projected for the first year of operations and demonstrates that the U.S. company has begun developing commercial activity consistent with the Business Plan. This agreement is provided in Exhibit A.

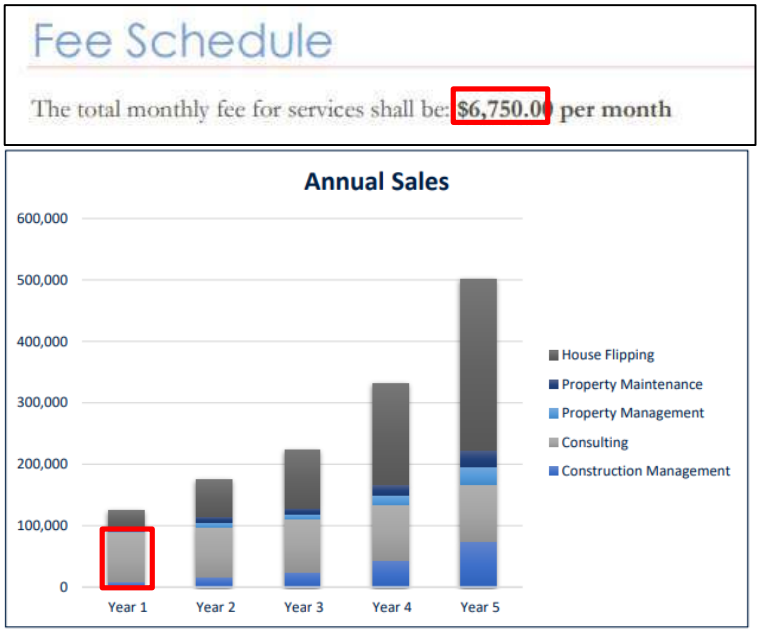


Pink Hammer Construction
833 W Colton Ave
Redlands, CA 92374

PINK HAMMER CONSTRUCTION

CC #2026-001 - EXECUTIVE CONSULTING AGREEMENT Contractor Business Consulting Services

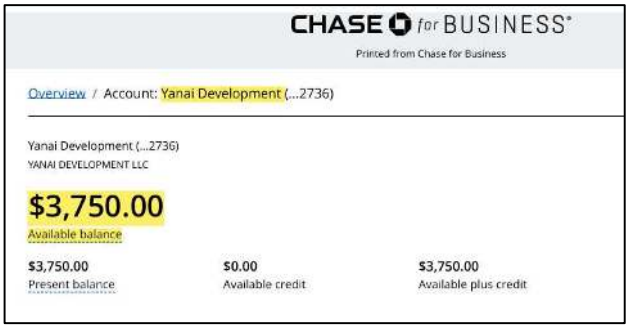
Date	Services Performed By:	Services Performed For:
April 13, 2026	Yanai Development 301 9th St, Ste 219 Redlands, CA 92374	Pink Hammer Construction 833 W Colton Ave Redlands, CA 92374



The Business Plan provides for a **total planned startup investment of USD $15,000**, including **USD $11,250** allocated to startup expenses and **USD $3,750** allocated to working capital. The planned expenses include business registration and legal fees, accounting and tax setup, liability insurance, office equipment, software and technology, marketing and branding, travel and transportation, and contingency expenses. The remaining committed capital will remain available for future transfer as the company expands its activities and operational demands increase. These figures are provided in Exhibit A.

Startup	
Requirements	
Startup Expenses	
Business Registration and Legal Fees	$800
Accounting and Tax Setup	$500
Business Insurance (General Liability)	$1,200
Office Setup (Home Office / Small Office Equipment)	$2,500
Software and Technology	$1,200
Marketing and Branding (Website, Initial Marketing Materials)	$2,400
Travel and Transportation	$1,800
Miscellaneous and Contingency	$850
Total Startup Expenses	$11,250
Working Capital	$3,750
Total Requirements	**$15,000**

The record further confirms that the **initial working-capital tranche** has already been funded into the U.S. business bank account. The Chase account activity shows a capital contribution of **USD $937.50** from Mr. Yanai, corresponding to his 25% membership interest, and a transfer of **USD $2,842.50** from Yanai Gestão de Obras e Construções Ltda., corresponding to the Brazilian company's 75% membership interest. After applicable bank wire fees, these transfers resulted in an available account balance of **USD $3,750.00**. These capital-transfer records are consistent with the company's ownership structure and confirm that the initial investment was made according to the documented **75%/25% membership interests**. These records are provided in Exhibit A.


CHASE for BUSINESS
Printed from Chase for Business

Overview / Account: Yanai Development (...2736)

Yanai Development (...2736)
YANAI DEVELOPMENT LLC

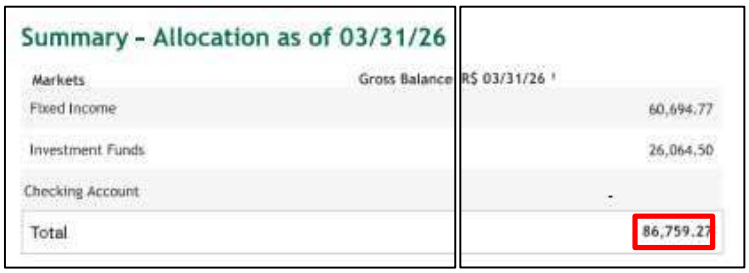
$3,750.00
Available balance

$3,750.00 Present balance
$0.00 Available credit
$3,750.00 Available plus credit

The investment should therefore be evaluated in light of the company's actual operational model: a **lean, management-driven construction-management and real estate investment platform** supported by professional services, technology, vendors, and third-party execution. Yanai Development LLC has also contracted **Akanni Financial Consulting** for CFO services, accounting reconciliation, GAAP-standard recordkeeping, and business development, further supporting the company's administrative and financial readiness. These materials are provided in Exhibit A.

The Brazilian parent company's financial condition also supports the sufficiency of the planned U.S. investment. The company's financial records, certified by its accountant, confirm ongoing commercial activity, formal bookkeeping, average profit growth of approximately **370% since inception**, and approximately **BRL 1,207,983.66 in gross revenue** from March 2025 through February 2026. These records demonstrate that the Brazilian company maintains active operations and has the **financial capacity to support the U.S. expansion** while continuing to operate in Brazil. These financial records are provided in Exhibit B.

Mr. Yanai's personal investment capacity further supports the staged development of the U.S. company. Using the Central Bank of Brazil exchange rate dated May 29, 2026, Mr. Yanai's documented BRL-denominated funds of **BRL 86,759.27** correspond to approximately **USD 17,156.61**. This amount, together with the capital already transferred to Yanai Development LLC and the Brazilian parent company's financial capacity, supports the availability of funds for future capital contributions as the U.S. operation expands. These materials are provided in Exhibit A.


Summary - Allocation as of 03/31/26

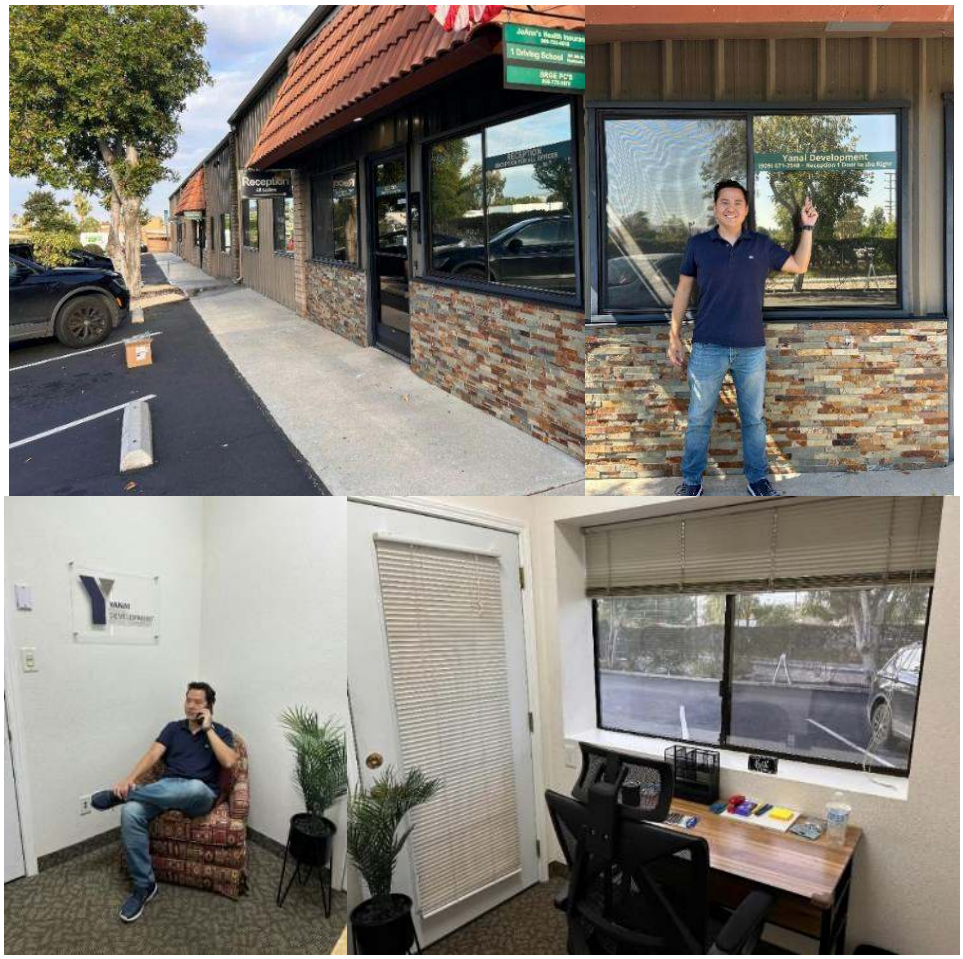
Markets	Gross Balance R$ 03/31/26
Fixed Income	60,694.77
Investment Funds	26,064.50
Checking Account	-
Total	86,759.27

Yanai Development LLC has also secured **sufficient physical premises** for its initial U.S. new office operations. The Redlands office is located at **301 9th St, Ste 219, Redlands, CA 92374**, the same address used in the company's California formation records and federal tax registration. The lease provides for monthly rent of **USD $550** and use of the premises for administrative, professional, and general office purposes. The lease documentation is provided in Exhibit A.

1. PROPERTY:

1A. Premises: Subject to the terms and conditions in 2A Notes, Landlord leases to Tenant and Tenant rents from Landlord, an office located at 301 9th St, Ste 219 along with the following units included in this lease namely [None] (none if void) Redlands CA 92374, inside the premises known as The RedlandsMill hereinafter referred to as the "**Premises**", This lease use agreement is not based on any $ fee per sq. ft., that said the office internal space is approximately 75 sq. ft. or as further described in ***Exhibit A.*** The Premises shall include the interior surface of all walls, but shall not include the exterior walls, or any structural components or any common areas as described herein. All references to the Premises in this Lease shall mean the Premises under this Lease for any given Lease term.

The office photographs further document that the premises are suitable for the company's initial **executive, administrative, business-development, and project-coordination functions**. The photos show the exterior premises, parking availability, reception area, workspace setup, and meeting space suitable for work activities and meetings with third parties, vendors, contractors, clients, and professional service providers. These materials confirm that the U.S. company has secured a physical location appropriate for its first-stage management-driven operations. The office photographs are provided in Exhibit A.



- *Representative photos documenting the physical premises secured by Yanai Development LLC for its initial U.S. new office operations, including office setup, workspace, and business infrastructure.*

Accordingly, the evidence demonstrates that Yanai Development LLC has made a **sufficient and traceable initial investment**, adopted a **defined startup budget**, secured **physical premises**, retained professional support, entered into an initial U.S. commercial agreement, and established an operational model based on services and management systems already present in the Brazilian group's business. The Petitioner therefore respectfully submits that the U.S. entity satisfies the

new office requirements regarding **investment, physical premises, business plan, operational readiness, and ability to commence operations** under the L-1A new office framework.

- **Summary of Statutory Eligibility and Request for Approval**

This petition has been prepared to address the eligibility requirements for L-1A classification for an intracompany transferee executive, including the additional evidentiary requirements applicable to a new office petition. The record demonstrates that Yanai Development LLC is a newly established U.S. subsidiary created to expand the Yanai group's construction-management, project-administration, real estate-development coordination, investment oversight, and business consulting operations into the United States.

As demonstrated throughout this petition and the enclosed exhibits, the Petitioner satisfies the applicable **L-1A and new office requirements**. Specifically:

- Yanai Development LLC and Yanai Gestão de Obras e Construções Ltda. maintain a **qualifying parent-subsidiary relationship**, with the Brazilian company holding a **controlling 75% ownership interest** in the U.S. entity;
- Yanai Development LLC has been properly formed in California, obtained its EIN, opened a U.S. business bank account, secured office premises in Redlands, retained professional administrative and financial support, and entered into an **initial U.S. Professional Services Agreement** aligned with its projected first-year business model;
- Yanai Gestão de Obras e Construções Ltda. continues to actively conduct business in Brazil through **regular, systematic, and continuous** construction-management, project-administration, consulting, and real estate-development activities, supported by corporate records, revenue records, client contracts, vendor relationships, operational systems, and a defined post-transfer leadership structure;
- Mr. Marcelo Kenji Gomes Yanai has been employed abroad by the foreign qualifying organization for **more than one continuous year** within the relevant three-year period, and his foreign employment has been in a **qualifying executive capacity** involving strategic direction, discretionary decision-making, business development, financial oversight, governance, and supervision of key business functions;
- Mr. Yanai will serve in the United States as Executive Director of Yanai Development LLC in a **qualifying executive capacity**, focusing on corporate leadership, U.S. market entry, strategic partnerships, investment opportunities, financial oversight, governance, business development, and implementation of the parent company's management systems;
- The proposed U.S. position is **not a technical, field-based, or hands-on construction role**. Physical construction, specialized trade work, inspections, field execution, and routine operational tasks will be performed by licensed subcontractors, third-party vendors, professional service providers, and subordinate support personnel as the company develops its U.S. structure;
- Yanai Development LLC has made a **documented and traceable initial capital contribution** consistent with the parties' ownership interests and has adopted a staged investment plan appropriate for a lean, management-driven new office operation; and

- The Business Plan establishes a **credible first-year expansion strategy**, including defined services, staffing projections, operational model, financial goals, market-entry strategy, professional support, and the ability to **support an executive position within the first year of operations**, while the Brazilian parent company maintains the financial and organizational capacity to continue operating abroad.

Taken together, the evidence establishes that Yanai Development LLC is **not merely a newly registered entity**, but a structured U.S. new office with documented ownership, capital contribution, physical premises, professional support, a defined business model, an initial commercial opportunity, and a credible plan to develop the personnel and operational infrastructure necessary to support **Mr. Yanai's executive position within the first year**.

Accordingly, the Petitioner respectfully submits that the record establishes eligibility for the requested L-1A nonimmigrant classification. The evidence directly addresses the USCIS requirements for an intracompany transferee executive and for a new office petition, including qualifying relationship, continued foreign operations, qualifying employment abroad, proposed executive employment in the United States, sufficient investment, sufficient physical premises, financial ability, and the capacity of the U.S. company to support an executive role within the first year of operations.

For these reasons, the Petitioner respectfully requests that USCIS **approve the Form I-129 petition** and grant Mr. Marcelo Kenji Gomes Yanai **L-1A classification as an intracompany transferee executive for a new office**.

Should the Service require any additional information or documentation, please do not hesitate to contact our office. Thank you for your time and consideration.

Sincerely,



Otavio Haverroth Silva
California Bar # 343486

Exhibit list

Exhibits:	Pages:
Exhibit A U.S. Company: Formation, Ownership, Capitalization, Physical Premises, Business Plan, and Operational Readiness	
Formation and Corporate Registration Documents of Yanai Development LLC	1-10
IRS EIN Confirmation Letter for Yanai Development LLC	11
LLC Membership Certificates of Yanai Development LLC	12-13
Chase Business Bank Account Documents and Capital Contribution Records	14-16
Investment Capacity Records of Marcelo Kenji Gomes Yanai	17-37
Lease Agreement and Office Photographs / Physical Premises Evidence	38-73
Yanai Development LLC Website / Online Business Presence	74-78
Professional Services Agreement with Akanni Financial Consulting	79-83
U.S. Professional Services Agreement with Pink Hammer Construction	84-88
Business Plan for Yanai Development LLC	89-147
Exhibit B Brazilian Companies: Corporate Existence, Ownership, Financial Capacity, Ongoing Operations, Management Systems, Contracts, and Organizational Structure	
Corporate Registration, Formation, Status, and Ownership Documents of Yanai Gestão de Obras e Construções Ltda.	148-227

Corporate Registration, Formation, Status, and Ownership Documents of Yanai Construtora e Incorporadora Ltda.	228-260
Financial Records of Yanai Gestão de Obras e Construções Ltda. and Capacity to Support U.S. Expansion	261-283
Institutional, Operational, Website, Technology, Project-Management Systems, Dashboards, Quotation Maps, and Construction Daily Report Materials	284-376
Lease Agreement and Photographs of the Brazilian Physical Premises and Business Operations	377-389
Group Organizational Chart of the Yanai Economic Group	390
Post-Transfer Organizational Chart of Yanai Gestão de Obras e Construções Ltda.	391
Brazilian Client Contracts and Active Project Engagements	392-494
Employee Agreements, Vendor Agreements, Contractor Records, Supplier Records, Service Provider Records, Payment Records, Invoices, and Receipts	495-579

Exhibit C Beneficiary: Executive Role, Curriculum Vitae, Qualifications, Professional Background, and Support Letters

Internal Role Description / Proposed U.S. Executive Director Position	580-584
Marcelo Kenji Gomes Yanai Curriculum Vitae	585-589
Support Letter from Mr. Cristiano Postigo Roz	590-600
Support Letter from Mr. Leandro Marçal Collaço	601-608
Support Letter from Mr. Roberto Bassi	609-623
Support Letter from Mr. Fábio Maia Garrido Tebet	624-628
Support Letter from Mr. Mauricio Sakamoto Fukutaki	629-631

Academic Records and Professional Qualifications of Marcelo Kenji Gomes Yanai 632-649

Exhibit D Personal Documents and Immigration Records

Beneficiary Birth Certificate 650-652

Beneficiary Passport Biographical Page 653-654

Beneficiary U.S. Visa 655-656

Beneficiary Form I-94 and Travel History 657-658

Beneficiary Social Security Number Record 659-660

Marriage Certificate 661-663

Derivative Family Members’ Birth Certificates 664-674

Derivative Family Members’ Passport Biographical Pages 675-677

Derivative Family Members’ U.S. Visas 678-680

Derivative Family Members’ Forms I-94 and Travel Histories 681-686

Exhibit A U.S. Company: Formation, Ownership, Capitalization, Physical Premises, Business Plan, and Operational Readiness

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

OF

YANAI DEVELOPMENT LLC

This Company Agreement of this MANAGER MANAGED LIMITED LIABILITY COMPANY organized pursuant to California law, is entered into and shall become effective on **May 04, 2026,** by and among the Company and the persons executing this Agreement as Members. It is the Members' express intention to create a limited liability company pursuant to the California Revised Uniform Limited Liability Company Act, California Corporations Code Sections 17701.01 et seq. (the "Act"), as currently written or subsequently amended or redrafted. Therefore, all provisions of this document shall be construed consistently with the afore described intent of the Members. Accordingly, in consideration of the conditions contained herein, they agree as follows:

ARTICLE I

Company Formation

1.1 **FORMATION**. The Members hereby form a Limited Liability Company ("**Yanai Development LLC**") subject to the provisions of state law as currently in effect as of this date. The Company shall be governed by the Articles of Organization filed with the California Secretary of State, this Agreement, and applicable California law.

1.2 **REGISTERED OFFICE AND AGENT**. The Company shall continuously maintain a registered agent for service of process and a registered office in the State of California as required by the Act.

1.3 **TERM**. The Company shall continue for a perpetual period.

(a) Members holding more than fifty percent (50%) of the Percentage Interests of the Company; or

(b) Any event which makes it unlawful for the business of the Company to be carried on by the Members; or

(c) Any other event causing dissolution of this Limited Liability Company under applicable state laws.

1.4 **CONTINUANCE OF COMPANY**. Notwithstanding the provisions of ARTICLE 1.3, in the event of an occurrence described in ARTICLE 1.3(c), if there is at least one remaining Member(s), said remaining Member(s) shall have the right to continue the business of the Company.

1.5 **BUSINESS PURPOSE**.

The Company shall operate as a real estate investment and consulting company and may engage in real estate development consulting, construction consulting, project management, investment activities, and any other lawful business permitted under the laws of the State of California.

1.6 **PRINCIPAL PLACE OF BUSINESS**. The location of the principal place of business of the Company shall be as stated in the Articles of Organization.

1.7 **THE MEMBERS**. The name and place of residence of each member are listed below at Certification of Members. Members are the owners of this company.

1.8 **ADMISSION OF ADDITIONAL MEMBERS**. Except as otherwise expressly provided in the Agreement, no additional members may be admitted to the Company without the prior unanimous written consent of the Members.

ARTICLE II

Capital Contributions

2.1 **INITIAL CONTRIBUTIONS**. The Members initially shall contribute to the Company capital, and the company shall keep records of the amount each contributed. However, a promise by a member to contribute to the limited liability company is not enforceable unless it is set out in writing signed by the member(s), pursuant to the California Law.

2.2 **ADDITIONAL CONTRIBUTIONS**. No Member shall be required to make additional capital contributions unless agreed to in writing by such Member.

ARTICLE III

Profits, Losses and Distributions

3.1 **PROFITS/LOSSES**. For financial accounting and tax purposes the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company, and as amended from time to time in accordance with Treasury Regulation 1.704-1.

3.2 **DISTRIBUTIONS**. The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managers. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to Treasury Regulation 1.704-l(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in Treasury Regulation 1.704-l(b)(2)(ii)(d).

ARTICLE IV

Management

4.1 **MANAGEMENT OF THE BUSINESS**. This company shall be manager-managed. The initial elected manager or managers are set forth in the articles of organization filed with the California Secretary of State. If the appropriate State agency does not require the Managers' names be set forth in the articles of organization, or the organizer elects not to set forth the names of the Managers in the articles of organization, the Members may elect the Managers in this agreement in the certification of Managers. Members holding a majority of the capital interests in the Company may elect Managers as the Members determine. Managers listed in the articles of organization and/or this agreement will serve as the Managers of this company until a meeting of members is held and new Manager(s) elected.

4.2 **MEMBERS**. Members shall not take part in the operation of the Company's affairs, unless they are elected Managers.

4.3 **POWERS OF MANAGERS**. The Managers, as authorized by Members, will make decisions as to (a) the sale, development lease or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets of all kinds; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment, refinancing or extension of any loan affecting the Company's assets; (f) the compromise or release of any of the Company's claims or debts; and, (g) the employment of persons, firms or corporations for the operation and management of the company's business. In the exercise of their management powers, the Managers are authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security agreements and other similar documents; (d) open, manage and close bank accounts (included but not limited to, checking accounts, savings accounts, request loans, and any other similar accounts with financial institutions; and, (e) all other instruments of any other kind relating to the Company's affairs, whether like or unlike the foregoing.

4.4 **NOMINEE**. Title to the Company's assets shall be held in the Company's name or in the name of any nominee that the Managers may designate. The Managers shall have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his willful misconduct.

4.5 **COMPANY INFORMATION**. Upon request, the Managers shall supply to any member information regarding the Company or its activities. Each Member or his/her authorized representative shall have access to and may inspect and copy all books, records and materials in the Manager's possession regarding the Company or its activities. The exercise of the rights contained in this ARTICLE 4.6 shall be at the requesting Member's expense.

4.6 **EXCULPATION**. The Managers shall not be liable to the Company or its Members for actions taken in good faith and in a manner reasonably believed to be in the best interests of the Company, except in cases involving fraud, gross negligence, willful misconduct, or knowing violation of law.

4.7 **INDEMNIFICATION**. The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he/she is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members

determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "nolo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

4.8 **RECORDS**. The Managers shall cause the Company to keep at its principal place of business or at another location agreed upon by the by the Members, the following:

(a) A current list in alphabetical order of the full name and the last known street address of each Member;

(b) A copy of the Articles of Organization, this Operating Agreement, and all amendments thereto;

(c) Copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;

(d) Copies of any financial statements of the limited liability company for the three most recent years.

ARTICLE V

Compensation

5.1 **MANAGEMENT FEE**. Any Manager rendering services to the Company shall be entitled to compensation commensurate with the value of US$1.00 per year.

5.2 **REIMBURSEMENT**. The Company shall reimburse the Managers or Members for all direct out-of-pocket expenses incurred by them in managing the Company.

ARTICLE VI

Bookkeeping

6.1 **BOOKS**. The Managers shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business or at another location agreeable by the Members. Such books shall be kept on such method of accounting as the Managers shall select. The Company's accounting period shall be the calendar year.

6.2 **MEMBER'S ACCOUNTS**. The Managers shall maintain separate capital and distribution accounts for each member. Each member's capital account shall be determined and maintained in the manner set forth in Treasury Regulation 1.704-l(b)(2)(iv) and shall consist of his/her initial capital contribution increased by:

(a) Any additional capital contribution made by him/her;

(b) Credit balances transferred from his/her distribution account to his/her capital account; and decreased by:

(a) Distributions to him/her in reduction of Company capital;

(b) The Member's share of Company losses if charged to his/her capital account.

6.3 **REPORTS**. The Managers shall close the books of account after the close of each calendar year and shall prepare and send to each member a statement of such Member's distributive share of income and expense for income tax reporting purposes.

ARTICLE VII

Transfers

7.1 **ASSIGNMENT**.

If at any time a Member proposes to sell, assign or otherwise dispose of all or any part of its interest in the Company, Member shall comply with the following procedures:

(a) First make a written offer to sell such interest to the other Member(s) at a price determined in writing. At this point exiting member may not make this intention publicly known. If such other Members decline or fail to elect such interest within sixty (60) days, the exiting member may advertise its membership interest for sale as it sees fit.

(b) If a member has a buyer of member's interest, the other current member(s) have first right of refusal to purchase the exiting members interest for the agreed purchase price. If there is more than one current remaining member, remaining members may combine funds to purchase the exiting members interest. Exiting member must show that potential purchaser has full certified funds, or the ability to get full certified funds before the first right of refusal period starts. Current members have 60 days to buy exiting members interest if they so desire.

(c) Pursuant to the applicable law, current members may unanimously approve the sale of exiting members' interests to grant full membership benefits and functionality to the new member. The current remaining members must unanimously approve the sale, or the purchaser or assignee will have no right to participate in the management of the business, affairs of the Company, or member voting rights. The purchaser or assignee shall only be entitled to receive the share of the profits or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled. Exiting member must disclose to buyer or assignee if current members will not approve the sale.

7.2 **VALUATION OF EXITING MEMBER'S INTEREST.**

If a member wants to exit the LLC, and does not have a buyer of its membership interest, exiting member will assign its interest to current members according to the following set forth procedures:

(a) A value must be placed upon this membership interest before being assigned.

(b) If exiting member and current members do not agree on the value of this membership interest, exiting member must pay for a certified appraiser to appraise the LLC company value, and the exiting members' value will be assigned a value according to the exiting members' interest percentage.

(c) The current members must approve the certified appraiser used by exiting member. Current members have 30 days to approve the exiting members certified appraiser. If current members disapprove the certified appraiser, they must show evidence to support their disapproval of the certified appraiser as a vendor qualified to make the LLC business appraisal. Current members may not stall the process by disapproving all certified appraisers.

(d) Upon completion of a certified appraiser placing a value on the LLC, a value will be placed on exiting members' interest according to exiting members' percentage of membership interest.

(e) If current members disagree with the value placed on exiting members' interest, current members must pay for a certified appraiser to value the LLC and exiting members' interest according to the same terms.

(f) Current members' appraiser must be completed within 60 days or right of current members to dispute the value of exiting members interest expires.

(g) Upon completion of current members certified appraiser, the exiting member must approve the value placed on exiting members' interest. Exiting member has 30 days to approve this value.

(h) If exiting member does not approve current members' appraiser value, the value of the LLC will be determined by adding both parties' values, then dividing that value in half, then creating the value of the exiting members' interest according to the exiting members' percentage of membership interest.

7.3 **DISTRIBUTION OF EXITING MEMBERS INTEREST.**

Upon determination of the value of the exiting Member's Membership Interest, the Company and/or remaining Members may purchase such Membership Interest pursuant to mutually agreed payment terms. Unless otherwise agreed in writing, payment may be made in installments over a commercially reasonable period not to exceed five (5) years, together with reasonable interest determined by the Members.

7.4 **TRANSFER OF MEMBERSHIP INTEREST UPON DEATH**

In the event of the death of Marcelo Kenji Gomes Yanai, his entire Membership Interest in the Company, which Membership Interest represents twenty-five percent (25%) of the total issued and outstanding Membership Interests of the Company, shall automatically transfer as follows:

(a) fifty percent (50%) of Marcelo Kenji Gomes Yanai's Membership Interest shall transfer to Roberta Cristina Gomes Yanai; and

(b) the remaining fifty percent (50%) of Marcelo Kenji Gomes Yanai's Membership Interest shall transfer equally to his children, Riki Gomes Yanai and Emy Gomes Yanai.

Upon such transfer, and without the need for any further act, vote, or consent, Roberta Cristina Gomes Yanai, Riki Gomes Yanai, and Emy Gomes Yanai shall be admitted as Members of the Company with all rights, title, interests, obligations, and economic benefits associated with their respective Membership Interests, subject to applicable law and this Operating Agreement.

If, at the time of such transfer, either Riki Gomes Yanai or Emy Gomes Yanai is a minor under the laws of the State of California, then Roberta Cristina Gomes Yanai shall hold and manage such minor beneficiary's Membership Interest as custodian for the benefit of such minor pursuant to the California Uniform Transfers to Minors Act (California Probate Code Sections 3900 through 3925), or any successor statute thereto, and in a fiduciary capacity for the exclusive benefit of such minor, until the age of termination provided under applicable law or until such beneficiary is otherwise legally qualified to hold and manage such Membership Interest directly.

During such custodianship period, Roberta Cristina Gomes Yanai shall be authorized to exercise all rights associated with such Membership Interest on behalf of the minor beneficiary, including voting rights, management rights, consent rights, and economic rights, strictly in a fiduciary capacity and solely for the benefit of the applicable minor beneficiary.

Upon termination of such custodianship pursuant to applicable law, full legal and beneficial ownership of such Membership Interest shall automatically and irrevocably vest in the applicable beneficiary.

It is the express intent of the Members that this provision constitutes a valid and enforceable contractual transfer mechanism under the California Revised Uniform Limited Liability Company Act and that it be given full force and effect to avoid probate administration with respect to such Membership Interest to the fullest extent permitted by law.

LISTING OF MANAGERS

The undersigned hereby agree to serve as Manager of the Company and accept the authority and responsibilities granted to them under this Operating Agreement and applicable law.

Signed this 4th day of May, 2026

_____ Signature	Marcelo Kenji Gomes Yanai	- Printed Name
Manager	301 9th St, Ste 219	- Address
	Redlands, CA 92374	- Address

CERTIFICATION OF MEMBERS

The undersigned, being all of the Members of the Company, hereby certify that they have reviewed and agreed to the terms and conditions of this Operating Agreement.

Each Member acknowledges their admission as a Member of the Company and agrees to be bound by the rights, duties, and obligations set forth in this Agreement and in accordance with the laws of the State of California.

Signed this 4th day of May, 2026



_____ Signature — Marcelo Kenji Gomes Yanai - Printed Name
Member — 301 9th St, Ste 219 - Address
Percentage: 25% — Redlands, CA 92374 - Address



_____ Signature — Yanai Gestao de Obras e Construcoes LTDA - Printed Name
Member — Rua Doutor Clemente Holtman Junior - Address
Percentage: 75% — Pavmto Terceiro sala 37, cond Edif Lib Center - Address
Jaguariuna, SP 13911-082 – Brazil - Address

B20260211316

STATE OF CALIFORNIA
Office of the Secretary of State
ARTICLES OF ORGANIZATION
CA LIMITED LIABILITY COMPANY

California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 657-5448

For Office Use Only

-FILED-

File No.: B20260211316

Date Filed: 5/4/2026

Limited Liability Company Name	
Limited Liability Company Name	YANAI DEVELOPMENT LLC
Initial Street Address of Principal Office of LLC	
Principal Address	301 9TH ST STE 219 REDLANDS, CA 92374
Initial Mailing Address of LLC	
Mailing Address	301 9TH ST STE 219 REDLANDS, CA 92374
Attention	MARCELO KENJI GOMES YANAI
Agent for Service of Process	
Agent Name	MARCELO K GOMES YANAI
Agent Address	301 9TH ST STE 219 REDLANDS, CA 92374

Purpose Statement

The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.

Management Structure

The LLC will be managed by One Manager

Additional information and signatures set forth on attached pages, if any, are incorporated herein by reference and made part of this filing.

Electronic Signature

☒ By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized by California law to sign.

MARCELO KENJI GOMES YANAI — Organizer Signature

05/04/2026 — Date

B4648-3370 05/04/2026 10:06 AM Received by California Secretary of State

IRS Notice CP575B

Department Of the Treasury
Internal Revenue Service
Philadelphia, PA 19255-0023
Important Information - Please Read

YANAI DEVELOPMENT LLC
MARCELO YANAI MBR
% MARCELO YANAI MBR
301 9TH ST STE 219
REDLANDS, CA 92374

May 08, 2026

We assigned you an employer identification number (EIN)

Your EIN is **42-2438686**. The name control associated with this EIN is **YANA**.

What you need to do

- If you did **not** apply for this EIN, visit IRS.gov/EINNotRequested.
- Use this EIN and your name exactly as they appear above when you fill out your tax returns. Otherwise, it may cause delays. Keep a copy of this notice for your records because we'll only send it to you once. You can share a copy with future officers of your organization or anyone asking for proof of your EIN. If your name or address is incorrect as shown, send the correct information to the address at the top of this notice.
- You must file the following forms by the dates shown.

Form	Due Date
1065	03/15/2027

What you need to know

If you need to pay certain types of taxes, like employment or corporate income taxes, we'll send you a package with instructions. The package will tell you how to pay your taxes online using the Electronic Federal Tax Payment System (EFTPS). We'llll also send you a personal identification number (PIN) separately. Be sure to activate your PIN when you receive it, so you can start using the EFTPS. To learn more about EFTPS, refer to Publication 966, Electronic Choices to Pay All Your Federal Taxes.

If a Limited Liability Company (LLC) elects to be classified as an association taxable as a corporation, the LLC must file Form 8832, Entity Classification Election. If an LLC wants to elect S corporation status and meets certain criteria, the LLC must timely file Form 2553, Election by a Small Business Corporation. In that instance, we'll treat the LLC as a corporation as of the effective date of the S corporation election and the LLC doesn't need to file Form 8832. Visit IRS.gov/LLC and refer to Publication 3402, Taxation of Limited Liability Companies, for more information.

Additional Information

- Refer to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business, for tips on keeping your EIN safe.
- Find tax forms or publications by visiting IRS.gov/Forms or by calling 800-TAX-FORM (800-829-3676).
- Call us at 800-829-4933 if you can't find what you need online. If you prefer, you can write to the address at the top of this notice.



LLC MEMBERSHIP CERTIFICATE

YANAI DEVELOPMENT LLC

Organized under the laws of the state of **CALIFORNIA**

This Certifies that Yanai Gestao de Obras e Construcoes LTDA is a member of the above named Limited Liability Company and holds a 75% interest of the named company, which is entitled to the full benefits of such membership.

Such benefits are subject to the membership duties and obligations set forth in the Limited Liability Company operating agreement.

This named Limited Liability Company has caused this certificate to be executed by its member this 4th day of May, 2026.

Member

Member



LLC MEMBERSHIP CERTIFICATE

YANAI DEVELOPMENT LLC

Organized under the laws of the state of **CALIFORNIA**

This Certifies that Marcelo Kenji Gomes Yanai is a member of the above named Limited Liability Company and holds a 25% interest of the named company, which is entitled to the full benefits of such membership.

Such benefits are subject to the membership duties and obligations set forth in the Limited Liability Company operating agreement.

This named Limited Liability Company has caused this certificate to be executed by its member this 4th day of May, 2026.

Member

Member

WELCOME TO A BETTER BANKING EXPERIENCE

ACCOUNT SUMMARY FOR YANAI DEVELOPMENT LLC *(DBA continues on the following page(s) if applicable)*

CONTACT INFORMATION

Address: 301 9TH ST STE 210
REDLANDS, CA 92374-4497
Phone Number: (909) 671-2548
Email Address: mercelo@yanaidevelopment.com

WHAT WE DID TODAY

Chase Business Complete Checking℠ (account number 2909732736)

- **Monthly Service Fee**
  - $15 with paper statement
- **Avoid monthly service fee by:**
  - Maintain a linked Chase Private Client Checking℠account
  - OR
  - Complete ANY of the following qualifying activites:
  - Maintain a minimum balance of $2,000 or more in this account each day of the statement period[1]
  - Spend at least $2,000 using your Chase Ink® Business Card(s)[1] on purchases
  - Deposit at least $2,000 into your Chase Business Complete Checking account from QuickAccept℠ transactions and/or transactions from eligible[1] Chase Merchant Services products (net of chargebacks, refunds, or other adjustments) at least one business day[1] prior to the last day of your checking account statement period
- **Transactions:**
  - **No charge:** electronic deposits and deposited items, ACH and ATM transactions, Chase QuickDeposits℠, debit card purchases, and internal transfers
  - **0 – 20 No Charge:** Deposits and Withdrawals made with a teller and paper checks written on the account. **(21+ $0.50/each)**
- **Other Helpful Information:**
  - Service fee is waived for the first two statement cycles
  - First $5,000 cash deposited free each statement cycle
  - Note 1: See the Additional Banking Services and Fees for Business Accounts - Deposit Account Agreement for full details

Put Account Alerts to work for you.



We can notify you by e-mail, phone or text when:

- Balances dip below your set limit
- You go over your transaction or ATM withdrawal limits
- Your account becomes overdrawn
- And much more...

Sign up at chase.com/BusinessBankingAlerts

CHASE

Customer Initials

Important: This document contains confidential information including your account number. Please safeguard this document as you would a checkbook, credit card or debit card. For more information on how to protect your identity and your accounts, visit www.chase.com/identitytheft . The Deposit Account Agreement and other disclosures provided at account opening or included with your debit/credit card govern your agreement with the bank, and outline the terms & conditions associated with the products/services listed.

Personal Banker: ROSEMARY OLIVEROS
Redlands
(909) 307-8718

Date: 05/12/2026

Overview / Account: Yanai Development (...2736)

Yanai Development (...2736)
YANAI DEVELOPMENT LLC

$3,750.00

Available balance

$3,750.00	$0.00	$3,750.00
Present balance	Available credit	Available plus credit

Uncollected funds

Transactions

Showing: All transactions

Date	Description	Type	Amount	Balance
May 19, 2026	INTERNATIONAL INCOMING WIRE FEE	Fee	**−$15.00**	$3,750.00

Date	Description	Type	Amount	Balance
	BOOK TRANSFER CREDIT B/O: BANCO INTER S.A. BELO HORIZONTE BRAZIL 30110-51 BR ORG:/BR460041696800001040915043 6C1 1/YANAI GESTAO DE OBRAS E CONSTRUCO OGB: BANCO INTER S.A. AV DO CONTORNO, 7777, LOURDES REF:/RFB/INITIAL CAPITAL TO SUBSIDIARY LLC/OCMT/USD2842,5/ TRN: 2269325139JS	Incoming wire transfer	**$2,842.50**	$3,765.00
May 15, 2026	DOMESTIC INCOMING WIRE FEE	Fee	**−$15.00**	$922.50
	FEDWIRE CREDIT VIA: STANDARD CHARTERED BANK/026002561 B/O: MARCELO KENJI YANAI JAGUARIUNA BRAZIL REF: CHASE NYC/CTR/BNF=YANAI DEVELOPMENT LLC REDLANDS CA 92374-4497 US/AC-0 00000029097 RFB=NOTPROVIDED OBI=/UR I/CAPITAL CONTRIBUTION 25 PER OP ER ATING AGREEMENT BBI=/CHGS/USD0,00/ IMAD: 0515B1Q9282C007475 TRN: 1119021135FF	Incoming wire transfer	**$937.50**	$937.50

If you have other transactions that aren’t shown in your account activity, review your monthly statements.

You've reached the end of your account activity.

JPMorgan Chase Bank, N.A. Member FDIC

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Equal Opportunity Lender

EQI

Statement of Investment account

Detailed information on investments

MARCELO KENJI GOMES YANAI

Investment account 009192245
CPF 297.831.088-08

RUA HEITOR TURATO 204 - RESERVA DO JAGUARY - JAGUARUNA - SP - 13919262

Period from 03/01/26 to 03/31/26
Issued on 04/02/26 3:48 PM

Ombudsman: 0800-770-0190

Index

- Summary
- Investment Fund
- Fixed income
- Checking account

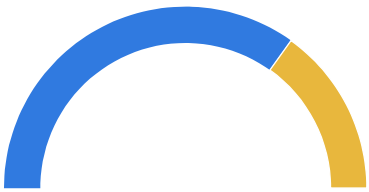
Mandatory reading in conjunction with other notices: The content of this document must not be used as an official source of information for the investor's decision-making process, nor as a basis for tax guidance or for any other purpose other than mere reference. The information is subject to change without prior notice.

Statement of Investment Account

Period from 03/01/26 to 03/31/26

EQI

Portfolio Allocation



FIXED INCOME	69.74%
INVESTMENT FUNDS	30.25%

Summary - Allocation as of 03/31/26

Markets	Gross Balance R$ 02/28/26	Net Balance R$ 02/28/26 [2]	Gross Balance R$ 03/31/26	Net Balance R$ 03/31/26 [1]
Fixed Income	59,960.18	59,960.18	60,694.77	60,694.77
Investment Funds	36,911.55	36,608.52	26,327.68	26,064.50
Checking Account	0.09	0.09	-	-
Total	**96,871.82**	**96,568.79**	**87,022.45**	**86,759.27**

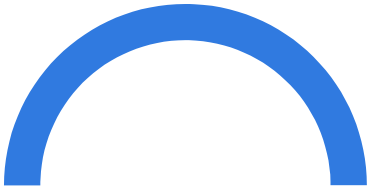
Ombudsman: 0800-770-0190

Statement of Investment Account

Period from 03/01/26 a 03/31/26

EQI

Allocation - Investment Funds



MAPFRE CONFIANZA DI FIRFREF CRPR 100.00%

Investment Funds - Position - Fund Portfolio

Reference Date	Net Balance R$ 02/28/26	Number of Shares	Current Share Price R$	Gross Balance R$	IR Provision R$	IOF Provision R$	Net Balance R$	Nominal Variation R$ [1]
Mapfre Confianza DI FlRFRef CrPr - Class CNPJ: 51.253.495/0001-00								
03/31/26	36,608.52	18,597.04134347	1.41569185	26,327.68	263.18	-	26,064.50	340.12
Total in funds					263.18	-	26,064.50	340.12

Investment Fund - Details - Mapfre Confianza DI FIRFRef CrPr - Class CNPJ: 51.253.495/0001-00

Purchase Date	Number of Shares	Purchase Share Price R$	Adjusted Purchase Amount R$ [1]	Gross Balance R$	IR Provision R$	IOF Provision R$ [2]	Net Balance R$ [3]
08/18/25	15,439.92271320	1.29549697	20,002.37	21,858.17	246.13	-	21,612.04
02/13/26	3,157.11863027	1.39168353	4,393.71	4,469.51	17. 05	-	4,452.46
Total	18,597.04134347			26,327.68	263.18	-	26,064.50

Ombudsman: 0800-770-0190

Statement of Investment Account

Period from 03/01/26 a 03/31/26

EQI

Investment Fund - Transactions - Mapfre Confianza DI FIRFRef CrPr

Date	Transaction	Number of Shares	Share Price R$	Gross Amount R$	IR R$	IOF R$	Net Amount R$
03/20/26	REDEMPTION REF. APPLICATION 08/18/2025	7,800.08346372	1.41024132	11,000.00	115.86	-	10,884.14
Total Applications		-		-	-	-	-
Total Redemptions		7,800.08346372		11,000.00	115.86	-	10,884.14

Investment Fund - Performance

Fund	Benchmark [1]	Fund Month % [2]	Benchmark Month %	Fund Year % [3]	Benchmark Year %	Fund 12 Months % [4]	Benchmark 12 Months %
Mapfre Confianza DI FIRFRef CrPr	CD	1.24	1.21	3.53	3.41	15.44	14.79

Fixed Income - Position - CDCA

Issuer	Asset	Issue	Maturity Date	Liquidity[4]	Grace period for liquidity	Liquidity start date	Weighted Average Rate	Quantity	Price R$ [1]	Gross Balance R$	IR R$	IOF R$ [2]	Net Balance R$[3]
BTG PACTUAL COMMODITIES SERTRADING S.A.	CDCA-24G02736824	07/19/24	07/16/29	No	-	-	101.00% of CDI	59	1,028.725049	60,694.77	-	-	60,694.77
										60,694.77	-	-	60,694.77

Fixed Income - Details - CDCA | BTG PACTUAL COMMODITIES SERTRADING S.A.

Asset	Issue	Maturity Date	Acquisition	Liquidity [1]	Grace period for liquidity	Liquidity start date	Purchase Rate	Quantity	Purchase Price R$	Purchase Amount R$	Price R$	Gross Balance R$	IR (R$)	IOF (R$)	Net Balance R$
CDCA-24G02736824	07/19/24	07/16/29	08/13/25	No	-	-	101.00% of CDI	29.0	1,011.7586	29,341.00	1,028.725050	29,833.02	-	-	29,833.02
CDCA-24G02736824	07/19/24	07/16/29	08/14/25	No	-	-	101.00% of CDI	30.0	1,012.3219	30,369.65	1,028.725049	30,861.75	-	-	30,861.75
										59.710,65		60.694,77	-	-	60.694,77

Statement of Investment Account

Period from 03/01/26 a 03/31/26

EQI

Fixed Income - Consolidated Position by Issuer

Issuer	Gross Balance R$
BTG PACTUAL COMMODITIES SERTRADING S.A.	60,694.77

Checking Account - Position

Date	Financial Value R$
3/31/26	-

Checking Account - Transactions

Date	Description	Transaction R$	Investment Account Balance R$
03/01/26	Previous Balance		0.09
03/20/26	009192245 - REDEMPTION OF SHARES IN THE MAPFRE CONF FI PCO FUND	10,884.14	10,884.23
03/20/26	DEBIT IN CHECKING ACCOUNT VIA CIP - MARCELO KENJI GOMES YANAI	-10,884.23	
03/31/26	Final Balance + Provisional Yield on Interest-Bearing Balance	-	-
Total Credits		10,884.14	
Total Credits		- 10,884.23	

Risk Profile

Conservative Risk Profile





Conservative
Investor with low risk tolerance who primarily seeks capital preservation and greater security for their investments.



Moderate
Investor who is willing to allocate part of their resources to higher-risk investments, and may experience some loss of invested capital, with the objective of achieving above-average returns in the long term.



Sophisticated
Investor with high risk tolerance who seeks significant returns on their investments, including through leverage.

Ombudsman: 0800-770-0190

Disclaimers

EQI

Investment Funds - Chart

1. The percentages shown are based solely on allocation in investment funds, and do not include other investments such as stocks, debentures, government bonds, etc.

Investment Funds - Details

1. INVESTED AMOUNT - TAXES (COME-COTAS).
   The value may have been impacted by amortization and may not reflect the actual adjusted acquisition cost.
2. Estimated tax amount as of the reported date.
3. Net balance as of the reference date, net of provisions for IR and IOF.

Investment Funds - Performance

1. The benchmarks used are merely an economic reference and do not constitute an objective benchmark for the funds.
2. Performance calculation is based on the variation from the last business day of the month prior to the calculation period to the last business day of the reference month ("30 to 30"). The performance of closed-end funds is not shown, as they are subject to share amortizations that distort accumulated performance.
3. The fund's share value is negatively impacted when there is a share amortization event. Therefore, the return shown in this report is based on the fund's share value, and it does not take into account the gains received by shareholders from amortizations that have already been paid.
   In compliance with CVM Instruction No. 465, since 05/02/2008, equity funds have ceased calculating performance based on average stock prices and now use closing prices.
   Performance prior to 08/01/2005 was recalculated in accordance with Anbid Circular 010/05, in order to establish a standard comparison across the fund industry. Thus, the shareholders are hereby informed that any difference between the accumulated return previously disclosed and the current one is due solely to a change in the methodology used to calculate returns. This change does not imply any real gain or loss for the shareholder, as there is no impact on the fund's share value. The share value continues to be calculated in accordance with the Fund's regulation and applicable regulations.
4. Therefore, performance comparisons should use, for periods prior to 05/02/2008, the average price of stock indices and, for periods after this date, the closing price. This change does not apply to exclusive funds of closed complementary pension entities, regulated by CMN Resolution 3,456/2007.

Investment Funds - Position

1. Nominal Variation = (Net Value at the End of the Period) - (Net Value at the Beginning of the Period) + (Net Value of Outflow Transactions) - (Net Value of Inflow Transactions)

Fixed Income - Position

1. Asset prices are for reference purposes only and do not necessarily represent trading values.
2. Net balance as of the reference date, net of provisions for IR and IOF.
3. Income generated by LCA, LCI, CRI, and LH investments for individuals is exempt from income tax if the asset is held to maturity, except for capital gains earned upon disposal.
4. For information regarding the liquidity of repurchase agreements and DI investments, please contact your service channel.

Ombudsman: 0800-770-0190

Disclaimers

Fixed Income - Detailed Positions

1. For information regarding the liquidity of repurchase agreements and DI investments, please contact your service channel.

Summary

1. For the calculation of the net balance, possible IR and IOF amounts to be deducted upon redemption from the managed portfolio are not being taken into account.
2. For the calculation of the net balance, possible IR and IOF amounts to be deducted upon redemption from the managed portfolio are not being taken into account.

Suitability

1. The Suitability process reflects the criteria established by BTG Pactual that make it possible to verify whether your investments are appropriate for your account's risk profile. In case of questions, please contact your relationship manager.

General

1. Past performance is not a guarantee of future performance.
2. For the evaluation of Investment Fund performance, an analysis over a minimum period of 12 (twelve) months is recommended. Investment Funds are not guaranteed by the fund administrator, the portfolio manager, or the Credit Guarantee Fund (FGC).
3. Before making an initial investment in the Fund, careful reading of the respective prospectus (when available) and the applicable regulation is recommended. Special attention should be given to the clauses relating to the fund's objective and investment policy, as well as to the provisions addressing the risk factors to which it is exposed.
4. Additional copies of the regulation of the Investment Funds managed by BTG PACTUAL SERVIÇOS FINANCEIROS S.A. DTVM are available through our investment advisors.
5. The Investment Funds managed by BTG PACTUAL SERVIÇOS FINANCEIROS S.A. DTVM are audited by one of the four largest independent auditing firms, in accordance with the auditor rotation required by law.
6. The information contained in this statement, although faithful to the records held by this financial institution in the name of the respective shareholder, should not be used to assess the tax effects of the transactions carried out or for declarations to the Brazilian Federal Revenue Service. The data required for tax declarations must be obtained from the income reports made available by this institution.
7. In compliance with National Monetary Council Resolution No. 4.688/2018, we inform you that cash deposits in checking accounts, savings accounts, or investments in time deposits (CDB/RDB), Bills of Exchange, Mortgage Notes, LCI and LCA, among others, held with this financial institution, are guaranteed by the Credit Guarantee Fund (FGC). This means that the FGC ensures that you will receive your money back in cases of intervention or liquidation of a financial institution by the Central Bank of Brazil, limited to R$ 250,000 (two hundred and fifty thousand reais) per CPF or CNPJ and per financial institution. Please note that if you receive an FGC guarantee due to more than one intervention or liquidation of a financial institution, the total guarantee limit is R$ 1 million for each 4-year period, starting from the first guarantee payment. After this period ends, the coverage limit is reinstated. Attention: The FGC guarantees only the financial instruments specified in its Regulations, within the limits and conditions described therein. The FGC does not guarantee investments in investment funds, financial bills, guaranteed real estate bills (LIG), stocks, capitalization bonds, among others. For more information, visit www.fgc.org.br.

Ombudsman: 0800-770-0190

Contact Us



Ombudsman

0800-770-0190

From 9:00 a.m. to 6:00 p.m., Monday through Friday, except holidays.

ouvidoria@eqi.com.br

*Glossary:

ANBID: Brazilian Financial and Capital Markets Association
CDB/CDI/RDB: Certificate of Deposit
CRI: Real Estate Receivables Certificate
CVM: Brazilian Securities and Exchange Commission
DI: Interbank Deposit rate
IOF: Tax on Financial Operations
IR: Income Tax
LCA: Agribusiness Credit Letter
LCI: Real Estate Credit Letter
LH: Mortgage Letter



I, Carolina Favero da Silva, telephone number 415 425-2508, mailing address P.O. Box 90487, San Diego, CA 92169, certify that the professional translation of this document from Portuguese to English has been performed by myself, a qualified translator fluent in both languages, and that the following is an accurate and complete translation of the document.



Date: May 28, 2026.

EQI

Extrato da Conta Investimento

Informações detalhadas sobre investimentos

MARCELO KENJI GOMES YANAI

Conta investimento 009192245
CPF 297.831.088-08

RUA HEITOR TURATO 204 - RESERVA DO JAGUARY - JAGUARIUNA - SP - 13919262

Período de 01/03/26 a 31/03/26
Emitido em 02/04/26 03:48

Ouvidoria: 0800-770-0190

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Leitura obrigatória em conjunto com os demais avisos:O conteúdo desse documento não deve servir como fonte oficial de informações no processo decisório do investidor ou como base para a orientação sobre tributos ou para qualquer outro fim que não o de mero indicativo. As informações estão sujeitas a alteração sem aviso prévio.

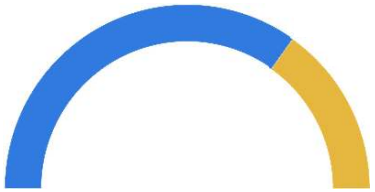
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Extrato da Conta Investimento

Período de 01/03/26 a 31/03/26

EQI

Distribuição da Carteira



RENDA FIXA	69.74%
FUNDOS DE INVESTIMENTO	30.25%

Sumário - Distribuição em 31/03/26

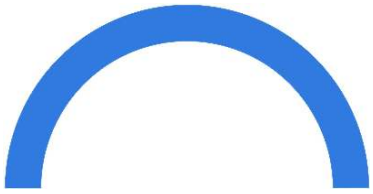
Mercados	Saldo Bruto R$ 28/02/26	Saldo Líquido R$ 28/02/26 [2]	Saldo Bruto R$ 31/03/26	Saldo Líquido R$ 31/03/26 [1]
Renda Fixa	59.960,18	59.960,18	60.694,77	60.694,77
Fundos de Investimento	36.911,55	36.608,52	26.327,68	26.064,50
Conta Corrente	0,09	0,09	-	-
Total	**96.871,82**	**96 568,79**	**87.022,45**	**86.759,27**

Extrato da Conta Investimento

Período de 01/03/26 a 31/03/26

EQI

Distribuição - Fundos de Investimento



MAPFRE CONFIANZA DI FIRFREF CRPR 100.00%

Fundo de Investimento - Posição - Portfólio de fundos

Data Referência	Saldo Líquido R$ 28/02/26	Quantidade de Cotas	Cotação Atual R$	Saldo Bruto R$	Provisão de IR R$	Provisão de IOF R$	Saldo Líquido R$	Variação Nominal R$ [1]
Mapfre Confianza DI FIRFRef CrPr - Classe CNPJ: 51.253.495/0001-00								
31/03/26	36.608,52	18.597,04134347	1,41569185	26.327,68	263,18	-	26.064,50	340,12
Total em fundos				26.327,68	263,18	-	26.064,50	340,12

Fundo de Investimento - Detalhamento - Mapfre Confianza DI FIRFRef CrPr - Classe CNPJ: 51.253.495/0001-00

Data Compra	Quantidade de Cotas	Cotação Compra R$	Valor de Compra Ajustado R$ [1]	Saldo Bruto R$	Provisão de IR R$	Provisão de IOF R$ [2]	Saldo Líquido R$ [3]
18/08/25	15.439,92271320	1,29549697	20.002,37	21.858,17	246,13	-	21.612,04
13/02/26	3.157,11863027	1,39168353	4.393,71	4.469,51	17,05	-	4.452,46
Total	18.597,04134347			26.327,68	263,18	-	26.064,50

Ouvidoria: 0800-770-0190

Extrato da Conta Investimento

Período de 01/03/26 a 31/03/26

EQI

Fundo de Investimento – Movimentação – Mapfre Confianza DI FIRFRef CrPr

Data	Transação	Quantidade de Cotas	Valor da Cota R$	Valor Bruto R$	IR R$	IOF R$	Valor Líquido R$
20/03/26	RESGATE REF. APLIC. 18/08/2025	7.800,08346372	1,41024132	11.000,00	115,86	-	10.884,14
Total de Aplicações		-		-	-	-	-
Total de Resgates		7.800,08346372		11.000,00	115,86	-	10.884,14

Fundo de Investimento – Rentabilidade

Fundo	Benchmark [1]	Fundo Mês % [2]	Benchmark Mês %	Fundo Ano % [3]	Benchmark Ano %	Fundo 12 meses % [4]	Benchmark 12 meses %
Mapfre Confianza DI FIRFRef CrPr	CDI	1,24	1,21	3,53	3,41	15,44	14,79

Renda fixa – Posição – CDCA

Emissor	Ativo	Emissão	Vencimento	Liquidez	[4] Dias de carência para liquidez	Data inicial de liquidez	Taxa Média Ponderada	Quantidade	Preço R$ [1]	Saldo Bruto R$	IR R$	IOF R$	[2] Saldo Líquido R$ [3]
BTG PACTUAL COMMODITIES SERTRADING S.A.	CDCA-24G02736824	19/07/24	16/07/29	Não	-	-	101,00% do CDI	59,0	1.028,725049	60.694,77	-	-	60.694,77
										60.694,77	-	-	60.694,77

Renda fixa – Detalhamento – CDCA | BTG PACTUAL COMMODITIES SERTRADING S.A.

Ativo	Emissão	Vencimento	Aquisição	Liquidez	[1] Dias de carência para liquidez	Data inicial de liquidez	Taxa Compra	Quantidade	Preço Compra R$	Valor Compra R$	Preço R$	Saldo Bruto R$	IR R$	IOF R$	Saldo Líquido R$
CDCA-24G02736824	19/07/24	16/07/29	13/08/25	Não	-	-	101,00% do CDI	29,0	1.011,7586	29.341,00	1.028,725050	29.833,02	-	-	29.833,02
CDCA-24G02736824	19/07/24	16/07/29	14/08/25	Não	-	-	101,00% do CDI	30,0	1.012,3219	30.369,65	1.028,725049	30.861,75	-	-	30.861,75
										59.710,65		60.694,77	-	-	60.694,77

Extrato da Conta Investimento

Período de 01/03/26 a 31/03/26

EQI

Renda fixa - Posição Consolidada Por Emissor

Emissor	Saldo Bruto R$
BTG PACTUAL COMMODITIES SERTRADING S.A.	60.694,77

Conta corrente - Posição

Data	Valor financeiro R$
31/03/26	-

Conta corrente - Movimentação

Data	Descrição	Movimentação R$	Saldo conta investimentos R$
01/03/26	Saldo Anterior		0,09
20/03/26	009192245 - RESGATE DE COTAS NO FUNDO MAPFRE CONF FI PCO	10.884,14	10.884,23
20/03/26	DÉBITO EM C/C VIA CIP - MARCELO KENJI GOMES YANAI	-10.884,23	-
31/03/26	Saldo Final + Rendimento Provisionado de Saldo Remunerado	-	-
Total de Créditos		10.884,14	
Total de Débitos		-10.884,23	

Perfil de Risco

Perfil de Risco **Conservador**





Conservador

Investidor que possui baixa tolerância a risco e que busca, principalmente, preservação do seu capital e maior segurança seus investimentos.



Moderado

Investidor que está disposto a destinar parte dos seus rescursos a investimentos de maior risco, sendo possivel sofrer alguma perda de capital investido com objetivo de obter retornos acima da média a longo prazo.



Sofisticado

Investidor que possui alta tolerância a risco e busca retornos expressivos em seus investimentos, inclusive através de alavancagem.

Disclaimers

EQI

Fundos de Investimento – Gráfico

1. Os percentuais exibidos têm como base a alocação apenas em fundos de investimento, não sendo considerados os outros investimentos, tais como ações, debêntures, títulos públicos, etc.

Fundos de Investimento – Detalhamento

1. VALOR APLICADO – IMPOSTOS (COME-COTAS).
   O valor pode ter sofrido impacto de amortização e que pode não refletir o real custo de aquisição ajustado.
2. Valor previsto para os impostos na data informada.
3. Saldo Líquido na data de referência, deduzido das provisões de IR e IOF.

Fundos de Investimento – Rentabilidade

1. Os Benchmarks utilizados são mera referência econômica e não parâmetro objetivo dos fundos.
2. A apuração da rentabilidade é baseada na variação do último dia útil do mês anterior ao período de cálculo e ao último dia útil do mês de referência ('30 a 30'). Não está indicada a rentabilidade de fundos fechados, já que estão sujeitos a amortização de cotas que distorcem a rentabilidade acumulada.
3. A cota do fundo é impactada negativamente quando há evento de amortização de cotas. Dessa forma, a rentabilidade demonstrada neste relatório é baseada na cota do fundo, não sendo considerados os ganhos auferidos pelos cotistas com as amortizações já pagas.
   Em atendimento à Instrução CVM nº 465, desde 02/05/2008, os fundos compostos por ativos de renda variável deixaram de apurar suas rentabilidades com base na cotação média das ações e passaram a fazê-lo com base na cotação de fechamento.
   As rentabilidades relativas ao período anterior a 01/08/2005 foram recalculadas, conforme Circular 010/05 da Anbid, com o objetivo de estabelecer um padrão de comparação para toda a indústria de fundos. Assim, ficam os Srs. cotistas cientes de que eventual diferença entre a rentabilidade acumulada divulgada no passado e a presente deve-se apenas à mudança efetuada na sistemática de apuração da rentabilidade. Esta alteração não implica em perda ou ganho real para o cotista, uma vez que não há qualquer impacto no valor da cota do fundo. A cota permanece sendo calculada segundo o que dispõe o Regulamento e a regulamentação vigentes.
4. Assim, comparações de rentabilidade devem utilizar, para períodos anteriores a 02/05/2008, a cotação média dos índices de ações e, para períodos posteriores a esta data, a cotação de fechamento. A alteração não se aplica aos Fundos Exclusivos de Entidades Fechadas de Previdência Complementar, regulamentados pela Resolução 3.456/2007 do Conselho Monetário Nacional – CMN.

Fundos de Investimento – Posição

1. Variação Nominal = (Valor Líquido no Final do Período) – (Valor Líquido no Inicio do Período) + (Valor Líquido Movimentações de Saída) – (Valor Líquido Movimentações de Entrada)

Renda Fixa – Posição

1. Os preços dos ativos são meramente indicativos e não representam necessariamente os valores de negociação.
2. Saldo Líquido na data de referência, deduzido das provisões de IR e IOF.
3. A remuneração produzida por LCA, LCI, CRI e LH para pessoas físicas é isenta de imposto de renda se o ativo for levado até o vencimento, exceto o ganho de capital auferido na alienação.
4. Para informações sobre liquidez da compromissada e DI, entre em contato com seu canal de atendimento.

Disclaimers

Renda Fixa – Posições Detalhadas

1. Para informações sobre liquidez da compromissada e DI, entre em contato com seu canal de atendimento.

Sumário

1. Para o cálculo do saldo líquido, não estão sendo contabilizados os possíveis valores de IR e IOF a serem deduzidos em resgastes da carteira administrada.
2. Para o cálculo do saldo líquido, não estão sendo contabilizados os possíveis valores de IR e IOF a serem deduzidos em resgastes da carteira administrada.

Suitability

1. O processo de Suitability reflete os critérios estabelecidos pelo BTG Pactual que possibilitam verificar a adequação de seus investimentos ao perfil de risco de sua conta. Em caso de dúvida, favor entrar em contato com seu gerente de relacionamento.

Geral

1. A rentabilidade passada não é garantia de rentabilidade futura.
2. Para avaliação da performance de Fundos de Investimento, é recomendável uma análise de período mínimo de 12 (doze) meses. Fundos de Investimento não contam com a garantia do administrador do fundo de investimento, do administrador da carteira ou do Fundo Garantidor de Créditos (FGC).
3. Antes do investimento inicial no Fundo, recomenda-se a leitura atenta do respectivo prospecto (quando existente) e regulamento disponibilizados. Especial atenção deve ser dada às cláusulas relativas ao objetivo e à política de investimento do fundo, bem como às disposições que tratam dos fatores de risco a que está exposto.
4. Cópias adicionais dos regulamentos dos Fundos de Investimento administrados pelo BTG PACTUAL SERVIÇOS FINANCEIROS S.A. DTVM encontram-se à sua disposição com os nossos consultores de investimento.
5. Os Fundos de Investimento administrados pela BTG PACTUAL SERVIÇOS FINANCEIROS S.A. DTVM são auditados por uma das quatro maiores empresas de auditoria independente, conforme rodizio exigido por lei.
6. As informações constantes no presente extrato, apesar de fiéis aos registros existentes nesta instituição financeira em nome do respectivo cotista, não devem ser utilizadas para avaliação de efeitos fiscais das operações realizadas e declarações à Receita Federal. Os dados necessários às declarações à Receita Federal devem ser obtidos nos informes de rendimentos disponibilizados por esta instituição.
7. Em cumprimento a Resolução do Conselho Monetário Nacional nº 4.688/2018, informamos que saldos em depósito em dinheiro em conta corrente, aplicação em caderneta de poupança ou investimentos em depósitos a prazo (CDB/RDB), Letras de Câmbio, Letras Hipotecárias, LCI e LCA, entre outros, mantidos nesta instituição financeira, são garantidos pelo Fundo Garantidor de Créditos (FGC). Isso quer dizer que o FGC assegura que você receberá seu dinheiro de volta em casos de intervenção ou de liquidação de instituição financeira pelo Banco Central do Brasil, limitado a R$ 250 mil (duzentos e cinquenta mil reais) por CPF ou por CNPJ e por instituição financeira. Lembre-se que se você receber a garantia do FGC em decorrência de mais de uma intervenção ou liquidação de instituição financeira, o limite total da garantia é de R$ 1 milhão, a cada período de 4 anos, a partir do primeiro pagamento de garantia. Encerrado esse período, o limite de cobertura é restabelecido. Atenção: O FGC garante somente os instrumentos financeiros indicados em seu Regulamento, nos limites e nas condições ali descritos. O FGC não garante aplicações em fundos de investimento, letras financeiras, letras imobiliárias garantidas (LIG), ações e títulos de capitalização, entre outras. Para mais informações acesse o site www.fgc.org.br

Ouvidoria: 0800-770-0190

Fale Conosco



Ouvidoria

0800-770-0190

Das 9h às 18h de segunda à sexta-feira, exceto feriados.

ouvidoria@eqi.com.br



Ouvidoria: 0800-770-0190

SGUSA

301 9th St, Ste 120 • ("Reception" South Side) • Redlands, CA 92374
(909) 792-9453

1. Spectrum Group U.S.A. LTD Lease

1.1 THE LEASE

{ 301 9th St, Ste 219 Marcelo K. Gomes Yanai }

This lease agreement ("Lease") supersedes any other lease currently in force for the unit so named. This lease is hereby entered into as of [04/01/2026 *] by and between Spectrum Group U.S.A. LTD., an Indiana Corporation, dba as SGUSA in CA or dba The RedlandsMill in CA* (the "Landlord"), and [Marcelo K. Gomes Yanai] and/or Tenant Company [ ] and/or Co signors [ ] individually and/or corporately; hereby referred to by "Tenant", and upon the following terms, covenants, and conditions:

This lease is not binding until fully executed, that is: signed by both tenant and landlord, with the full deposit paid and received as cleared in Landlord's bank account. Specifically, this lease is not exclusive - Landlord is free to lease the space documented to any party at any time - and tenant has no rights of any kind stated, implied or written - until the lease is signed by both tenant and landlord, with the full deposit paid and received as cleared in Landlord's bank account.

reference only drk.2026.03.19

1. PROPERTY:

1A. Premises: Subject to the terms and conditions in 2A Notes, Landlord leases to Tenant and Tenant rents from Landlord, an office located at 301 9th St, Ste 219 along with the following units included in this lease namely [None] (none if void) Redlands CA 92374, inside the premises known as The RedlandsMill hereinafter referred to as the "**Premises**", This lease use agreement is not based on any $ fee per sq. ft., that said the office internal space is approximately 75 sq. ft. or as further described in ***Exhibit A.*** The Premises shall include the interior surface of all walls, but shall not include the exterior walls, or any structural components or any common areas as described herein. All references to the Premises in this Lease shall mean the Premises under this Lease for any given Lease term.

1B. Rentable Area: For purposes of this Lease, rentable "square feet" is calculated pursuant to the Standard Method for Measuring Floor Area in Office Buildings. It shall be the Tenant's responsibility to verify the accuracy of the rentable area, as the Landlord makes no representations or warranties as to the usable area of the rentable square feet and/or as to the condition of the Premises except as stated in this Lease.

1C. Common Areas: "Common Area", as referenced in this Lease agreement, shall mean all areas which now, or at any time hereafter, based on Landlord's sole discretion, are part of The RedlandsMill building and made available for the general use, convenience and/or benefit of all tenants of The RedlandsMill, including their respective employees and invitees. Common Areas include, with limitation, lobbies, conference rooms, entrances, hallways, passageways, kitchens and other interior public portions of The RedlandsMill which are not specifically leased to Tenant, or by any other tenant and all exterior walkways, landscaped areas, parking areas, open space area at The RedlandsMill. Landlord reserves the right to restrict access and/or to deny access to Common Areas at his/her/its' sole discretion.

1D: This is an access restricted building. Hous of operation are 6:00 AM to 10:00 PM 7 days a week. It is acknowledged that Tenant and/or tenant's agents will not allow any person to enter the building other than their own clients, employees, agents and/or individuals for which they expressly accept responsibility. ***<ver2.03jsm>***

By initialing below, you acknowledge and agree to the terms in Section 1.

X MKGY
Marcelo K. Gomes Yanai

2. Lease Term

2.1 THE TERM

2A. Lease Term: The terms and provisions of this Lease shall be effective as of the date hereof. The term of this Lease shall begin on [04/01/2026] 12:01 AM ("Commencement Date") and shall terminate on [03/31/2027] at 11:59 p.m. ("Termination Date"). The total lease amount for the Lease term is [$6,600.00]which is considered the agreement total, with monthly payments of due by 5pm on the 1st day of

each calendar month, without prior notice, invoice, demand, deductions or offset whatsoever. It is the Tenant's sole responsibility to make timely rent payments.

2B. Landlord Delivery of Possession of Premises: If Landlord, for any reason whatsoever, cannot deliver possession of the Premises to Tenant on or before the date specified in 2A., this Lease shall not be void or voidable, nor shall Landlord be liable to Tenant for any losses or damages resulting therefrom. For purposes of California Code Section 715.2, Landlord and Tenant agree that this Lease shall terminate if the Lease Commencement Date has not occurred on or before a three (3) month period from the estimated Lease Commencement Date.

2C. Early Possession: Early possession is [As Available]. Tenant may be entitled to early possession of the Premises prior to start of the Lease term (as available per management) or on lease Commencement date whichever is earliest. If Tenant is granted early possession of Premises by Landlord prior to the Commencement Date, during this time, Tenant is obligated and liable to comply with all of the terms and obligations provided in this Lease agreement.

2D. Hold Over Tenant: Hold Over Tenant: Any holding over by the Tenant of the Premises after the Termination Date of this Lease agreement, shall create a Hold Over Tenancy on a month-to-month basis under the terms and conditions contained in this Lease. Such a Hold Over Tenancy may be terminated by either party upon a 30-day written notice which is to be effective on the first day of each month. Notice shall be given as provided in **section 10** of this Lease agreement. Unless otherwise agreed to in writing, the rent under these terms and conditions shall be at a rate equal to the rent for the immediately preceding monthly term plus a ten 10% (ten percent) increase.

2E. Lease Renewal: Provided Tenant has not been in default of any of the terms and conditions of this Lease agreement, Tenant has the option to enter into a renewal Lease Term agreement with landlord under the same terms and conditions herein contained in original lease, including an annual increase of the monthly rent of 6% (six percent). To exercise an additional term option**,** Tenant must give Landlord a written notice of its intent to renew the Lease at least sixty (60) days in advance of Lease Termination Date, that being 03/31/2027 Such notice shall be given as provided in section 10E and delivered to Landlord either by Landlord's AppFolio Portal, or by U.S. Post Office and postmarked with a date in compliance with the 60-day notice requirement. If the option is not exercised, the option notice shall be deemed void between the parties, be of no force and effect, and this Lease agreement shall expire by its own terms.

2F. Transfer of Lease: Tenant shall not transfer, assign, sublet, or otherwise hypothecate this Lease, or Tenant's interest in and to the Premises, nor enter into any license or concession agreement with respect hereto, nor permit any third party or parties other than Tenant, its authorized agents, employees, invitees and visitors to occupy the Premises or any portion thereof without first procuring the **written consent of Landlord**. Any such attempted or purported Transfer, without the Landlord's prior written consent, shall be void and of no legal force or effect and shall not confer any rights, interest or estate in the purported transferee. Such unconsented transfer, at the Landlord's sole and exclusive election, shall constitute a default under this Lease and permit the Landlord to terminate this Lease agreement.

2G. Abandonment of Premises: In the event that the Tenant abandons and/or leaves the premises for more than fourteen (14) consecutive days and the Base Rent has not been paid, the Landlord shall give notice of his belief of abandonment to the Tenant in writing at an address as noted in section 11 or is considered satisfied if posted on the Leased suite/unit as described in this lease. Fifteen (15) days after notice has been given, if the Tenant has failed to respond, the Lease and the subject Premises shall be deemed abandoned and the entire Lease may be deemed due and payable in full by the Landlord, with the deposit (if any) being forfeited. At this time the Landlord is free to use or alter or lease the space at will. Ownership of any and all of the tenant's possessions left inside the building or anywhere on landlord's property which is not claimed by the Tenant, is/are hereby signed over to the landlord for use at his/her sole discretion. *<ver2.03jm>*

By initialing below, you acknowledge and agree to the terms in Section 2.

X MKGY
Marcelo K. Gomes Yanai

3. Rent

3.1 THE RENT

3A. **Definition:** Rent shall mean all monetary obligations of Tenant to Landlord under the terms of this Lease agreement, with the exception of the security deposit ("Rent").

3B. Base Rent: Tenant agrees to timely pay monthly rent for the Premises ("Base Rent") at the rate of [$550.00]**per month and payable** on the **1st day of each calendar month by 5:00 PM** as provided in section 3C. The landlord is not required to provide monthly notice, statements, or invoicing – however this is available on your tenant portal at (https://theredlandsmill.appfolio.com). Commencing on the Lease Commencement Date, the first month Base Rent and deposit is due prior to move in as follows:

(1) First term is a period of [$550.00] per month. Total for the Lease Term is [$6,600.00] .

(1A) Security Deposit - see 4A [$550.00]

(2) Additional Term (if agreed to) is at a rate to be agreed to within 60 days of renewal - with the Term being subject to the terms, covenants, and conditions contained in this Lease agreement herein and shall be at a new agreed to rate, or include an annual increase of 6% to the Base Rent, commencing on the first month of the new Lease term. An Additional Deposit in advance for the Lease rate adjustment will be requested in an amount at equivalent to the amount of the new monthly Lease increase. In the event of a decrease in space and, therefore, monthly rate, the deposit will be adjusted down, with a refund or a credit provided to the Tenant.

3C. Monthly Payments: **All payments to be made electronically via Tenant portal on the Redlands Mill property management and accounting platform "AppFolio".** The Tenant, when logged into that Tenant Portal, will be able to see monthly payments made and due. Payments can be made via e-Check, ACH, debit card or credit card (convenience fees may apply) and are to be processed on the 1st day of the month. Base Rent is payable in advance or by the 1st day of each calendar month by 5:00 PM and is considered delinquent on the next day after 8:00 am. Rent is considered on time if received into Landlord bank account after being processed through AppFolio by ACH, e-Check, Credit Card or Debit Card prior to 1st of the month. Landlord uses the email provided below for "Tenant Portal" which includes invoices and or statements made available to the financially responsible Tenant at mail to address as listed in Section 11. Landlord shall have the right to accept all rent and other payments, whether in full or partial, and to negotiate such payments without any waiver of rights, irrespective of any conditions to the contrary sought to be imposed to the Tenant.

3D. Late Charge; Interest; NSF Payments: The Tenant hereby agrees and acknowledges that a late payments of rent or issuance of NSF payments by the Tenant to the Landlord hereunder will cause the Landlord to incur expenses in an amount that will be impracticable or extremely difficult to ascertain. These costs may include, but are not limited to processing, enforcement and accounting expenses, and late charges imposed on the Landlord. Accordingly, if any installment of rent is not received by the Landlord or the Landlord's designee, a one time late fee of $35.00 Flat Fee shall be charged as of 8:00 am on 2nd of the month. An additional $5.00 will be assessed starting on the 3rd day of the month - and assessed every day thereafter - until complete payment is received. This includes any overdue amount in the event of a failed credit card or bank transaction. In addition, the Tenant shall pay to the Landlord, all fair and reasonable costs incurred by the Landlord. After the first month, a monthly fee of 5% is agreed to be assessed on the delinquent amount. Late fees and penalties shall not be deemed additional rent. The Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs the Landlord may incur by reason of the Tenant's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of rent. The Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of the Tenant. The Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date rent is due under Section 3, or prevent the Landlord from exercising any other rights and remedies under this Lease agreement, and/or as provided by law. The Landlord's failure to demand the payment of late charges and or other fees on one or more occasion(s) shall not constitute a waiver of the Landlord's right to demand payment of past due charges and/or other fees.

3E. Additional Rent: All Tenant obligations for insurance, utilities, and other monetary obligations shall constitute additional rent if not paid by Tenant.

3F. Place of Payment: The Base Rent and all other amounts due to the Landlord shall be paid via emailed invoice and/or online Tenant Portal to The RedlandsMill or Spectrum Group U.S.A. LTD, dba SGUSA. Rent becomes paid once the money has been received into Landlord's bank account.

3G. Proration: If the Commencement Date falls on any day other than the first day of the month; the Base Rent for the first calendar month shall be prorated based on a 30-day period with prorated first month lease being [$550.00] - none if void. *<ver2.03jm>*

By initialing below, you acknowledge and agree to the terms in Section 3.

X MKGY
Marcelo K. Gomes Yanai

4. Deposit

4.1 DEPOSIT

4A. Deposit: Concurrent with the Tenant's execution of this Lease, the Tenant agrees to pay the Landlord a security deposit of [$550.00]. The [None] none if blank - already received fee will be applied to the deposit due amount at lease signing**.** If Base Rent increases during the term of this agreement, Tenant agrees to increase the security deposit by the same proportion as the increase in Base Rent.

4B. **Landlord's Right to Use Deposit**: In the event the Tenant shall breach or default in the performance of any of the covenants and conditions of this Lease, all or any portion of the security deposit may be used as reasonably necessary, including without limitation, to the following: **(i)** cure the Tenant's default in payment of Rent, late charges, non-sufficient funds ("NSF") fees, or other sums due; **(ii)** repair damage, excluding ordinary wear and tear, caused by the Tenant or by a guest or licensee of the Tenant; **(iii)** clean the Premises, if necessary, upon termination of tenancy; and **(iv)** cover any other unfulfilled obligation of the Tenant. SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT. If all or any portion of the security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within ten (10) days after written notice is delivered to the Tenant in an amount to restore said deposit to the full amount stated above. Tenant's failure to do so shall be considered a material breach in the Lease agreement. Within

twenty-one (21) days after Landlord receives possession of the Premises, the Landlord shall: **(i)** furnish the Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition, and **(ii)** return any remaining portion of the security deposit to the Tenant. However, if the Landlord's only claim upon the security deposit is for unpaid rent, then the remaining portion of the security deposit, after deduction of unpaid rent, shall be returned within twenty-one (21) days after the Landlord receives possession**.** The Tenant shall not be entitled to interest on the security deposit and The Landlord shall have the right to commingle said security deposit with other security deposit funds of the Landlord. *<ver2.02jm>*

By initialing below, you acknowledge and agree to the terms in Section 4.

X MKGY
Marcelo K. Gomes Yanai

5. Payments Parking Storage

5.1 PAYMENTS-PARKING-STORAGE-CONDITION-ZONING

5A. Summary of Payments:

Payment shall be made by e-Check, ACH bank transfer or Credit Card using the Tenant Portal. If due to an ADA requirement an alternative method is required we will accomodate on a case by case basis.

(1) **Base Rent** of [$550.00] is due for initial month and each month following starting [04/01/2026].

(2) **Security Deposit** of [$550.00] is due with [None] (null if blank) having been processed or is in process with balance due upon execution of this Lease.

(3) **Total due** are sum of Security Deposit [$550.00], prorated [

] (null if blank) and or Prorated Rent [$550.00] (null if blank) and or 1st month rent of [$550.00].

5B. Parking: During the term of this Lease parking onsite shall be limited to 1 vehicle per office leased. One vehicle per office is permitted on site, with the following vehicle(s) on file and permitted to park on The RedlandsMill property weekdays during hours of operation those being 6am to 10pm. [

].

Vehicles to be registered on line by Tenant in Tenant Portal are to be assigned a parking permit. Parking is on a first come first serve basis and is not guaranteed or paid for as part of this Lease. The Landlord reserves the right, in the Landlord's sole and exclusive discretion, to designate parking areas and/or to assign a parking sticker to the Tenant, including the Tenant's agents, employees and invitees. Upon request, the Tenant shall provide the Landlord with a list of all license numbers for the cars owned by the Tenant, its agents, and/or employees. **No overnight parking is permitted or included in this Lease agreement** without a separate parking addendum (monthly payment). Please see **Exhibit C** for additional rules and/or restrictions. **Exhibit C** shall in no way conflict with the provisions set herein and can be modified from time to time at the Landlord's sole and exclusive discretion. Tenant assumes all risks and liabilities when driving and/or parking on the Landlord's property.

5C. Additional Storage: No additional storage is included in the Base Rent. Regardless of whether additional storage is included or not, the Tenant shall store only personal property that the Tenant owns. The Tenant shall not store property that is owned or that may be claimed by another, or in which another person or entity has any right, title, or interest. The Tenant shall not store any food products of any form on site – and/or improperly packaged food or perishable goods, flammable materials, explosives, or other dangerous or hazardous material**.** The Tenant shall pay for, and be solely responsible for, any and all cleanup of any contamination caused by the Tenant's use of office and/or any approved or not approved storage inside or outside of the building.

5D. Condition of Premises: Tenant has examined the Premises and hereby acknowledges that Premise is clean, in operative condition, and accepts the Premises in the condition existing at the execution of this Lease. It shall be the Tenant's responsibility to verify the accuracy of the condition of the Premises, as the Landlord makes no representations or warranties as to the usable area of the rentable square feet and/or as to the condition of the Premises except as stated in this Lease. The City of Redlands Fire Department inspects the property annually - it is the Tenants responsibility to store no trash and or flammable materials on site. The RedlandsMill inspects each suite on an as needed basis to ensure safe use and storage.

5E. Zoning and Land Use: The Zoning of 301 9th St. The Tenant accepts the Premises subject to all local, state, and federal laws, regulations, and ordinances ("Laws"). The space leased is for business administration and/or general office use. The Landlord makes no representations or warranties that the Premises are now or in the future will be suitable for the Tenant's use. The Tenant has made its own investigation regarding all applicable Laws. The Landlord encourages and recommends that the Tenant make all necessary applications to the City of

Redlands for a Business License,and will walk the City of Redlands through when and as needed for inspections. **The Tenant agrees to notify Landlord twenty-four (24) hours in advance of any inspections – to allow the landlord to meet and guide the inspection.** *<ver2.03jsm>*

By initialing below, you acknowledge and agree to the terms in Section 5.

X MKGY
Marcelo K. Gomes Yanai

6. Tenant Operating Expenses

6.1 THE OPERATING EXPENSES - ALARM SYSTEM

6A. Landlord's Obligation: Landlord agrees to furnish the Premises with electricity for standard lighting, normal fractional horsepower office machines, telephone riser cable and its maintenance, heating, air conditioning and ventilation as may be required in the Landlord's judgment for the comfortable use and occupation of the Premises. The Tenant may take advantage of (completely at Tenant's choice) the utilities made available by the Landlord from time to time at no charge. These services are provided for consideration of a 8 hours per day, 5 days a week, total of 40 hours a week, and include Ethernet broadband connectivity heating and air-conditioning, water and sewer as supplied to the common area bathrooms, and electricity for a fair, reasonable and normal use of office equipment.

(1) The suite is controlled by a programmable thermostat which the Tenant has restricted control over – within the preset limits as set by landlord within government guidelines:

AC minimum temp: 72 Spring - 74 Summer - 72 Autumn - 74 Winter

Heat maximum temp: 70 Spring - 68 Summer - 70 Autumn - 72 Winter

The above-described electricity, heating, air conditioning and ventilation shall be furnished to the Tenant without additional charge if utilized within the required usage. See sections: 6D, 6E, and 6F for further details.

It is accepted by Tenant that the HVAC may be turned off at 10 pm every evening and returned to operation by 6am work days.

In Summer during supplier peak load times - Landlord sets thermostats back according to Southern California Edison variable rate structure – starting at 4pm to 8pm daily a 4 degree set back.

6B. Telecommunications: If Tenant chooses to use a system requiring wiring other than RJ45 ethernet, the tenant shall pay for such and the Landlord shall be responsible for authorizing/installing/connecting/moving any wiring in the building at current applicable hourly rates. (note: only approved subcontract installers are used). At no time can the Tenant authorize or cause to be installed any item outside of the walls of each suite leased.

(1) **Communications Set Up Fees**: Billable to Tenant separately

Every office has RJ45 cabling and ethernet (internet) delivered to each room. Any additional wiring work is charged the going contractor rate, nominally at a flat rate of $125.00 per hour. The Tenant further acknowledges and agrees that any and all modifications to the Premises, consented or unconsented, become fixtures and inure to the benefit of the Landlord. Any work to be done outside of the Tenant suite needs to be authorized and approved in writing by the Landlord. This can be accomplished through the Tenant Maintenance Portal.

If Tenant uses VoIP phone services, please note that depending on the supplier of choice, the solution may or may not need the Landlord to modify settings in the building internet router/switch system. This is available at fair and reasonable rates through Landlord approved vendors.

6C. Internet Access: See Exhibit E. If Tenant requires their own designated internet connection, the Tenant can contract directly with any service provider at Tenants discretion, provided that it does not interfere with any existing services at 301 9th St / The RedlandsMill. If any work is needed to be performed outside of the Tenant's suite, then 6B. applies. A shared internet connection can be utilized at the Tenant's prerogative, and is provided at no charge for services – both wired and Wi-Fi. This service is provided "as available" and shall be used by the Tenant with the understanding that if the Tenant's business is based on internet availability – it is understood that it is the Tenant's responsibility to have a roll over system to continue internet usage in the event of a system/equipment failure.

A static IP (if available) is $100.00 installation fee and $50.00 per month cost (2022 rates), which is **not** included in this Lease agreement. If the Tenant uses more than one internet appliance, it is recommended that the Tenant purchase a router that allows their data to be private and separated from other users in the same area. The Landlord will, upon request, provide names of approved persons – to complete internet connectivity adjustments outside of the Tenant's space. No adjustment to the Landlord equipment outside of Tenant suite 219 is permitted.

6D. Electric Usage: It is noted that electric usage included in the Base Rent is for everyday office/home appliances, and it is assumed that

fair and reasonable electricity consumption is agreed to as stated in this Lease agreement. Normal and expected energy usage is based on one to three computers per room including desk top computers with up to 3 monitors and a desktop copier/computers per office with no other large electrical equipment plugged in. If needed in a shared access - ventilated server closet - on campus is available at an additional cost of $75.00 per month per desktop footprint. 24/7 cooling in individual suites is not accommodated. **No refrigerators, portable heating or cooling equipment is permitted.**

6E. Electric Usage Not Included: In accordance with guidelines set forth in section 6A.1 we can accommodate a lower AC temperature for the Premises, however, this will be on an energy audit review basis and there will be a line item charge per month – (minimum of $10.00 per degree per month). If higher heat is requested above the Landlord's limits, there will also be a line item charge per month – (minimum of $10.00 per degree per month).

6F. Interruption of Services and Utilities: Except as otherwise provided in this Lease, Landlord shall not be liable or responsible in any manner, and the Tenant shall not be entitled to any reduction of the Base Rent, or any additional rent, by reason of Landlord's failure to furnish any of the services or utilities described herein, when such failure is caused by acts of God, accident, breakage, repairs, strikes, lockouts, or by any other cause beyond the control of Landlord, or by rationing or restrictions on the use of said services and utilities due to energy shortages, or the making of repairs, alterations or improvements to the Premises, or any other causes

6G. Mail: All mail is deposited by USPS employees in USPS mail box Control Box Unit 1, "CBU #1" and sorted later into locked (USPS approved) mail boxes "MBU" located inside the gated area on the North East end of the building. For purposes of receiving mail, please use the following addresses:

Mailing:
YOUR NAME (OR COMPANY NAME)
301 9th St, Ste 219
(Entrance Reception 200)
Redlands, CA 92374

Shipping: UPS / FEDX Address is:
YOUR NAME (OR COMPANY NAME)
301 9th St, Ste 219
(Leave DropBox 200 NorthNo Signature Required - No Knock)
Redlands, CA 92374

NOTE: The 2nd line – "**entrance 200 reception" -** is important **on all published addresses** – as individuals who visit **will not find your Ste.** 219 by walking around the building – causing frustration for them, the Tenant, and the Landlord. For delivery of Amazon/FedEx – use address line 2 (Leave in "Dropbox 200 Northno signature required") these drop boxes are used many times a day for deliveries. **"No signature required - do not knock"** is strongly suggested as we do not have any person/capability on site to receive Signature required packages – Dropbox packages/boxes are not delivered to you – you are responsible for checking the Dropbox as packages are delivered. Sometimes a package is left on one of the other four dropboxes by delivery personnel.

6H. Security & Access: Maintaining a safe, secure, quiet, and uninterrupted working environment throughout the building requires that each Tenant comply with several basic rules.

> The south parking lot by Hatfield Buick "man" gate (leading to 6th street) will not be left open at any time. It has a code to open available via Tenant Portal.

> Tenants are asked to **not prop open any exterior doors to the building, at any time except for when Tenant is moving in or out, when the door is manned by the Tenant personally or a designated person**. Apart from this, it is agreed that the Tenant shall not allow exterior doors to be left open, unless actively manned by the Tenant personally and will close any exterior doors that they see open – as well as alerting management via text and/or telephone that it was open.

6I. Alarm System & Fees: Some offices are automatically armed at night and disarmed when Tenant FOB is used to gain access. However, if someone is in late at night (after 8pm) their movement will trigger an alarm. To disarm, simply swipe your access fob on closest door access point. When the Redlands Police Department responds to false or unfounded alarms at The RedlandsMill it is treated as a factual alarm until determined otherwise. As a result, police officers respond by expeditious means and often with multiple vehicles. Please be advised that the Landlord is charged a fee of $125.00 for each false alarm. **We ask that you notify us via TEXT 909-792-9453 of a false alarm condition** so that we can attempt to reconcile the false alarm with the City of Redlands. The Tenant shall be responsible for any and all charges made against the Landlord for the Tenant's false alarms. <ver2.02jm>

By initialing below, you acknowledge and agree to the terms in Section 6.

X MKGY
Marcelo K. Gomes Yanai

7. Utilities - Subletting

7.1 UTILITIES-USE-ACCESS-ADA-REGULATIONS-MAINTENANCE

7A. Property Utilities: Landlord is not liable or responsible for utility company rolling black outs, power outages, brown outs, and/or power situations which result in damage to, or costs incurred by the Tenant. The Landlord recommends that all computers and/or data equipment is operated with uninterruptible power supplies as back up.

7B. Use: Tenant shall use the Premises as **professional services and/or an administrative office.** No other use is permitted without the Landlord's prior written consent. The Tenant agrees to fully comply with the Rules or Regulations now, or hereinafter may be in effect with respect to the Premises. Tenant hereby covenants that his use of the Premises is a proper and legitimate use under all applicable laws, rules, and regulations. The Tenant shall not use or permit the use of the Premises in any manner that will **(i)** interfere and/or create waste or a nuisance, **(ii)** invalidate or conflict with fire insurance policies covering the Premises, or **(iii)** increase the rate of fire insurance on the Premises or on property located herein, over that rate in effect on Commencement Date. The use of conference room(s) shall be entirely at the sole discretion of the Landlord and are not included as part of the Lease, Base Rent, and/or Rentable Areas. The Conference rooms use is limited to 6am - 6pm Monday to Friday & Saturday 8am – noon. See Exhibit B Conference Room Usage.

7C. Property Access: Tenant agrees not to allow access to any person(s) for any reason who are not their agent, employee, and/or guest. All such persons who are allowed into or onto the property by the Tenant are hereby agreed to be the Tenant's guest and the Tenant's responsibility. **Please do not allow entrance to anyone other than your guests. You hereby agree to be responsible for anyone you or your staff allows access to the premises. Redlands Fire Department has an all hours access box located on 9th street close to the 9th St. entrance. Redlands Police has access to the property at any time.**

Tenant hereby acknowledges and agrees to assume and all liability and takes full responsibility for any and all agents, employees, guests and invitees invited into or onto the property and expressly agrees to **hold harmless** Spectrum Group U.S.A., LTD, managers, employees, directors, officers, affiliates, and shareholders thereof, including all other tenants or guests in the building at such time, subject to the prevailing laws of the land in place. It is agreed that the Tenant has full authority to ask any of their guests to leave, and to call Redlands Police and/or other civil authorities to enforce such a request. This authority also applies to The RedlandsMill parking and drive areas, where no unauthorized persons are allowed other than guests and the Tenants.

7D. ADA Accessibility:

(1) **There are two ADA compliant van parking spaces** inside the private parking area. Both close to 9th street - on north and south parking lots.

ADA compliant toilets in the facility are located as follows: Note our toilets are not gender specific.

Suite 100 Men's and/or Women's toilets (first and directly off the reception)

Suite 200 Men's or Women's side by side toilets

Suite 300 opposite Ste 321

7E. Rules/Regulations: Tenant agrees to comply with all rules and regulations of The Redlands Mill that are posted at any time on the Premises or delivered to the Tenant by addendum. The Tenant shall not, and shall ensure that employees, guests and licensees of the Tenant do not, disturb, annoy, endanger, or interfere with other Tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or committing a waste or nuisance on or about the Premises. No animals are allowed on the premises without the Landlord's prior written consent. Attached as **Exhibit D** is a current list of the Rules & Regulations. This list shall in no way conflict with this provisions set herein and can be modified at Landlord's sole discretion.

7F. Maintenance: Landlord shall professionally maintain the Premises including the heating, air conditioning, electrical, plumbing, and water systems, if any, and keep glass, windows and doors in operable and safe condition. Landlord reserves the right to paint, clean, re-cover any and all internal walls and/or windows as the Landlord deems necessary. This includes the addition of light filtering window treatments, and/or other window treatments. Additionally, Landlord shall have unrestricted access to work on AC, plumbing and/or electrical issues as may be necessary, including in the event that the suite is vacant at time access is needed. ALL MAINTENANCE REQUESTS are asked to be processed through the Tenant Portal.

7G. Alterations: Tenant shall not make any alterations in, or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done according to Laws and by a licensed and bonded contractor with the required permits. Tenant shall give Landlord advance notice of the Commencement Date of any planned alteration, so that the Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against the Landlord's interest in the Premises. The Landlord may also require the Tenant to provide The Landlord with a lien releases from any contractors performing work on the Premises. The Tenant hereby acknowledges and agree to keep the Premises free of any liens. Any alterations attached to the building are considered property of the landlord at time of installation.

7H. Government Imposed Alterations: Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. The Landlord shall be responsible for any other alterations, not specific to the Tenant, as required by Law.

7I. Entry: The Landlord or Landlord's agents reserve the right to enter the Premises as may be needed for electrical, internet or air conditioning repairs, to make inspections, necessary and agreed repairs, alterations, or improvements, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. The Landlord shall to the best that they are able - give Tenant a 24 hours' prior written notice of Landlord's entry except as described above. The Tenant hereby waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other, loss occasioned thereby, except any claims resulting from Landlord's gross negligence or wrongful and intentional act or omissions.

7J. Signs: The Tenant is not authorized to place any signs on the Premises or property at any time unless supplied and agreed to in writing by the Landlord. The Landlord will supply 1 no cost window sign for each suite with a window. Internal offices do not have this option - however a hanging sign may be available at Tenant cost - installation and design to be preapproved by the Landlord n writing.

7K. Subletting/Assignment: Tenant shall not sublet or encumber all or any part of the Premises, or assign or transfer this agreement or any interest herein, without the prior written consent of the Landlord, which shall not be unreasonably withheld. Sub-leasing to affiliate of company is acceptable, with appropriate notice and consent of the Landlord. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, shall terminate this Lease agreement. Any proposed sub-lessee, assignee, or transferee shall submit to the Landlord an application and credit information for the Landlord's approval, and, if approved, sign a separate written agreement with the Landlord and the Tenant. The Landlord's consent to any one sublease, assignment, or transfer, shall not be construed as consent to any subsequent sublease, assignment, or transfer, and does not release Tenant of Tenant's obligation under this Lease agreement. *<ver2.02jm>*

By initialing below, you acknowledge and agree to the terms in Section 7.

X MKGY
Marcelo K. Gomes Yanai

8. Tenants Obligations

8.1 VACATING-REMEDIES

8A. Tenant's Obligations Upon Vacating Premises: Upon termination of agreement, Tenant shall notify Landlord via Tenant Portal of such intention to move out...

(i) Give Landlord any keys: Including Ste 219 door, and MailBox keys - USPS mail key Ste 219 Mail Delivery MBU 3.12, Package delivery is DropBox 200, Electricity, and InterNet , plus all deadlocks, keys, window latches, doorknobs, and any additional device.

We will change the locks when you leave however, during your tenancy you shall be liable for the entire cost all of key and lock replacements. You shall not change the locks or add a deadbolt lock without Landlords written consent. All keys must be returned to us when you vacate the unit- you are free to duplicate your suite key. If an access fob fails it will be replaced at no charge.

(ii) Vacate Premises and surrender it to the Landlord empty of all persons and personal property.

(iii) Vacate all parking and storage spaces; (anything left is deemed the property of the landlord).

(iv) Deliver premises to the Landlord in the same condition; normal wear and tear excepted.

(v) Clean Premises

(vi) Give written notice or via Tenant Portal to the Landlord of the Tenant's forwarding address; Any and all improvements installed by Tenant, with or without Landlord's consent, are considered fixtures of the Property and Premises and become the property of the Landlord at time of installation. The Landlord may, at its discretion, require the Tenant to remove any such improvement that did not exist at the time possession was made available to the Tenant, and/or return the property to its original condition.

8B. Events of Default: The occurrence of any of the following shall constitute a default and material breach of this Lease by Tenant:

(i) Any failure by the Tenant to pay any rent, additional rent, or any other charge required to be paid under this Lease, within three (3) business days after notice from Landlord indicating such amount is due;

(ii) Any failure by the Tenant to observe or perform any other provision, terms, covenant and/or condition of this Lease to be observed or performed by Tenant where such failure continues for fifteen (15) days after written notice;

(iii) Abandonment of the Premises or a substantial portion thereof by Tenant;

(iv) To the extent permitted by law, a general assignment by Tenant or any guarantor of the Lease for the benefit of creditors, or the filing by

or against the Tenant or any guarantor of any proceeding under an insolvency or bankrupt.

8C. Remedies Upon Default:

(A) Any of the following shall constitute an event of default under this Lease:

(i) Failure to pay any installment of rent to any other such sum due hereunder within three (3) days after written notice from Landlord;

(ii) Failure to remedy any default in the performance of any provisions of this Lease by Tenant, within a period of thirty (30) days after written notice of such default (or, in the event the default is of such a nature as to reasonably require more than thirty (30) days to cure, if the Tenant shall fail to commence said cure within said time and thereafter diligently prosecute the same to completion;)

(iii) The filings of any petition, proceeding or action by, for, or against the Tenant under any insolvency, bankruptcy, or reorganization act or law, where such filing continues un-dismissed for a period of thirty (30) days, without written consent from the Landlord;

(iv) An assignment by the Tenant for the benefit of creditors, or the appointment of a receiver, guardian, conservator, trustee, assignee, or any similar person to take charge of all or any part of the Tenant's property, when such assignment or appointment is not vacated within thirty (30) days, without written consent from the Landlord;

(v) The issuance of any attachment or execution against the Tenant or the Tenant's property whereby the Premises may be taken or occupied or attempted to be taken or occupied by anyone other than the Tenant, where such attachment or execution shall not be released within thirty (30) days, without written consent from the Landlord; or,

(vi) The taking by any other process of law of the lease estate hereby created in the Tenant, or any part thereof.

(B) Upon the occurrence of any event of default, the Landlord, at its option and election, and without further demand or notice, shall have the following rights and remedies:

(i) The right to declare this Lease void and terminated, to reenter the Premises, to remove and eject all persons-therefrom, to take possession thereof, and to enjoy said Premises together with all additions, alterations and improvements thereto, and Tenant shall thereupon have no further claim to the tenancy created by this Lease or thereunder;

(ii) The right, even though Landlord may have reentered the Premises without having declared this Lease void and terminated, to thereafter elect to terminate this Lease and all of the rights of the Tenant in and to the Premises; and,

(iii) The rights available to the Landlord under Section 1951.4, et seq., of the California Civil Code, which Section is incorporated herein by this reference as though set forth in full.

(C) In the event Landlord elects its rights and remedies under Section 1951.4 et seq., Landlord may release the Premises, or any part thereof, for the account of Tenant for such term or terms (including a term extending beyond the term of this Lease), at such rental, and upon such other provisions as Landlord, in its sole discretion, may deem advisable. Landlord shall have the right, in re-letting the Premises, to make reasonable alterations and repairs to the Premises, at Tenant's expense. In the event of any such re-letting, Tenant shall forthwith pay to Landlord any unpaid rent and all other amounts payable to Landlord hereunder to the date of such re-letting and shall also pay upon demand all of the reasonable costs and expenses reasonably associated with re-entry, alterations, repairs, and re-letting, including, but not limited to, attorney's fees and leasing commissions. Thereafter, upon the first day of each calendar month during the remainder of this Lease term, Tenant shall pay to Landlord an amount equal to the excess, if any, of the rental reserved hereby for such calendar month over the amount received therefor by Landlord. In the event Landlord, upon such re-letting, receives amounts in excess of the rent reserved hereby, such excess shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder, or applied to other obligations due to the Landlord from Tenant.

(D) Should Landlord elect to terminate this Lease under the provisions of Sections 22(b)(i) or (ii) hereof, Landlord shall have all of the rights and remedies of a Landlord provided in Section 1951.2, et seq., of the California Civil Code, which Section is incorporated herein by this reference as though set forth in full. In computing Landlord's damages, pursuant to Sections 1951.2 (l) and (2) of the Civil Code, the worth at the time of award shall be computed by allowing interest at a rate of ten percent (10%). The amount of damages which Landlord may recover in the event of such termination shall include the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time, if award exceeds the amount of rental loss that Tenant proves could be reasonably avoided, computed in accordance with Civil Code Section 1951.2(b), plus reasonable attorneys' fees, costs and leasing commissions.

(E) In the event of default, all of Tenant's furniture, equipment, improvements, additions, alterations and other personal property shall remain on the Premises unless or until the Tenant makes a written demand for its return. Absent a written demand, after 30 days, the Landlord shall have the right to take exclusive possession of same and to use same, rent or charge free, until all defaults are cured, or at his option, require Tenant to forthwith remove same, except that if Landlord shall have terminated this Lease and there are no outstanding sums due to Landlord from Tenant under this Lease, Landlord shall afford Tenant a reasonable opportunity to remove from the Premises Tenants furniture, furnishings, personal property and equipment owned by Tenant and not permanently affixed to the Premises as fixtures.

(F) Tenant hereby waives all claims and demands against Landlord for damages or loss arising out of or in connection with any re-entering and taking possession of the Premises as hereinabove provided in this Article, except those damages or losses caused by Landlord's gross negligent or intentional wrongful acts or omissions.

(G) In the event of the exercise by Landlord of any one or more of its rights and remedies under this Article, Tenant hereby expressly waives any and all rights of redemption or relief from forfeiture under California Code of Civil Procedure Section 1174 or 1179, or granted by or

under any present or future laws, and further releases Landlord, from any and all claims, demands and liabilities by reason of such exercise or rights by Landlord.

(H) The various rights, options, elections, powers and remedies reserved to Landlord herein shall be cumulative, and, except as otherwise provided by statute, Landlord may pursue any or all such rights and remedies, whether at the same time or otherwise, and no single right shall be deemed to be exclusive of any of the others or of any right or priority allowed by law or in equity. No delay or omission of Landlord to exercise any right or remedy shall be construed as a waiver of any such right or remedy or waiver of any default by tenant. In addition to the foregoing, Landlord may exercise any other remedy now or hereafter available to a landlord against a defaulting tenant under the laws of the State of California.

(I) Landlord shall be under no obligation to observe or perform any covenant of this Lease on its part to be observed or performed for the benefit of Tenant, which accrues after the date of any default by Tenant. *<ver2.02jm>*

By initialing below, you acknowledge and agree to the terms in Section 8.

X MKGY
Marcelo K. Gomes Yanai

9. DAMAGE - SUBORDINATION

9.1 DAMAGE+HAZARDOUS MATERIALS+CONDEMNATION+INSURANCE+ESTOPPEL+TRANSFER+SUBORDINATION

9A. Damage to Premises: If, by no fault of the Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, the Landlord shall have the right to restore the Premises by repair or rebuilding. If the Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to terms of this paragraph, this agreement shall remain in full force and effect. If the Landlord is unable to restore the Premises within this time, or if the Landlord elects not to restore, then either the Landlord or the Tenant may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with the Tenant's reasonable use of the Premises. If damage occurs as a result of an act of the Tenant or Tenant's guests, only the Landlord shall have the right of termination, and no reduction in rent shall be made.

9B. Hazardous Materials: The Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, the Tenant is permitted to make use of such materials that are required to be used in the normal course of the Tenant's business provided that the Tenant complies with all applicable Laws related to the hazardous materials. The Tenant is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by the Tenant.

9C. Condemnation: If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemner. All condemnation proceeds, exclusive of those allocated by the condemner to the Tenant's relocation costs and trade fixtures, belong to the Landlord.

9D. Insurance: The Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by the Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. The Tenant shall carry property insurance to protect the Tenant from any such loss. This and any other insurance mentioned can be met by naming the Landlord as an Additional Insured on an existing business or personal policy. The Tenant shall carry liability insurance in an amount of not less than *$1,000,000.00*. The Tenant's liability insurance shall name the Landlord and Landlord's agent as additional insured. The Tenant, upon the Landlord's request, shall provide the Landlord with a Certificate of Insurance establishing the Tenant's compliance. The Landlord shall maintain liability insurance insuring the Landlord, but not the Tenant, in an amount of at least *$1,000,000.00,* plus property insurance in an amount sufficient to cover the replacement cost of the property. The Tenant is advised to carry business interruption insurance in an amount at least sufficient to cover the Tenant's complete rental obligation to the Landlord. The Landlord is advised to obtain a policy of rental loss insurance. Both the Landlord and the Tenant release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance. (see Exhibit G for more insurance information).

9E. Tenancy Statement (Estoppel Certificate): The Tenant, if asked in writing by Landlord, shall execute and return a tenancy statement (Estoppel Certificate), delivered to the Tenant by the Landlord or Landlord's agent, within 30 days after its receipt. The tenancy statement shall acknowledge that this agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement: (i) shall be deemed the Tenant's acknowledgment that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser; and (ii) may be treated by the Landlord as a material breach of this agreement. The Tenant shall also prepare, execute, and deliver to the Landlord any financial statement (which will be held in confidence) reasonably requested by a prospective lender or buyer.

9F. Landlord's Transfer: The Tenant agrees that the transferee of the Landlord's interest shall be substituted as the Landlord under this

agreement. The Landlord will be released of any further obligation to the Tenant regarding the security deposit, only if the security deposit is returned to the Tenant upon such transfer, or if the security deposit is actually transferred to the transferee. For all other obligations under this agreement, the Landlord is released of any further liability to the Tenant, upon the Landlord's transfer.

9G. Subordination: This agreement shall be subordinate to all existing liens and, at the Landlord's option, the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of this agreement, the Tenant's right to quiet use and possession of the Premises shall not be disturbed if the Tenant is not in default and so long as the Tenant pays the rent and observes and performs all of the provisions of this Lease agreement, unless this Lease agreement is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor elects to have this agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to the Tenant, this agreement shall be deemed prior to that mortgage, deed of trust, or ground lease, or the date of recording. *<ver2.02jm>*

By initialing below, you acknowledge and agree to the terms in Section 9.

X MKGY
Marcelo K. Gomes Yanai

10. DISPUTE RESOLUTION

10.1 DISPUTE RESOLUTION - AGENCY

10A. Mediation: As an express condition precedent to judicial action, the Tenant and the Landlord mutually agree to mediate any dispute or claim arising out of this Lease Agreement, or any resulting transaction, before resorting to arbitration or court action, subject to sections 10B and 10C below, whether or not the arbitration provision is initialed. Mediation fees, if any, shall be divided equally among the parties involved and the attorney fees and costs provisions do not apply to mediation proceedings. Should any dispute or claim arise to which this paragraph applies, any party commencing an action without first attempting to resolve the matter through mediation or refuses to mediate after a request has been made, that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.

10B. Arbitration Disputes: (1) The Tenant and the Landlord agree that any dispute or claim in law or equity arising out of this Lease agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to the paragraphs below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrators may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.

10C. Exclusions from Mediation and Arbitration: The following matters are excluded from Mediation and Arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (v) an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.

10D. Joint and Individual Obligations: If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of the Tenant under this agreement, jointly with every other Tenant, and individually, whether or not in possession.

10E. Notice: All notices, demands, statements or communications (collectively "Notices") given or required to be given by either party to the other hereunder shall be in writing. Notices to tenant may be served by mail, or courier at the address listed in Section 11, or printed and attached to Ste # 219 , or by using notification via Landlord's AppFolio application and tenant's Portal, or at any other location subsequently designated in the signature panel (Section #11 of this Lease): Notice is deemed effective upon the earliest of the following: (i) personal receipt by either party or their agent; (ii) written acknowledgement of notice; or (iii) 5 days after mailing notice to such location by postage paid First Class mail.

10F. Waiver: The waiver of any breach shall not be construed as a continuing waiver of the same breach or a waiver of any subsequent breach.

10G. Indemnification: The Tenant shall indemnify, defend and hold the Landlord harmless from all claims, disputes, litigation, judgments and attorney fees to the extent that these arise out of the Tenant's use of the Premises. The Landlord shall indemnify, defend and hold harmless the Tenant from all claims, disputes, litigation, judgments and attorney fees to the extent that these from all claims, disputes, litigation, judgments and attorney fees to the extent that these do not arise out of Tenant's use of the Premises.

10H. Other Terms and Conditions/Supplements: The following ATTACHED supplements/exhibits are incorporated in this agreement:

Exhibit A, Location - Suite Layout

Exhibit B, Conference Room(s)

Exhibit C, Parking Guidelines

Exhibit D, Rules & Regulations Subject to Amendment

10I. Attorney Fees: In any action or proceeding arising out of this agreement, the prevailing party between the Landlord and the Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as provided in Paragraph 10A.

10J. Entire Contract: All prior agreements between the Landlord and the Tenant are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement. Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.

10K. Brokerage: The Tenant acknowledges that there is not a brokerage relationship

10L. Agency Confirmation: No agency relationships exist. *<2.02jm>*

By initialing below, you acknowledge and agree to the terms in Section 10.

X MKGY
Marcelo K. Gomes Yanai

11. Authority to Execute

11.1 AUTHORITY TO EXECUTE -PANEL

11A. Authority to Execute: By signing below, each party executing this Lease agreement for Suite 219 hereby expressly warrants that they have the right and authority to execute this Lease Agreement and to bind any individual or entity so represented.

11B. Counterparts: Each party acknowledges and agrees that this Lease Agreement may be signed in counterparts with each counterpart, when combined, hereby constitutes an complete original document for all purposes.

The undersigned hereby agree to the terms of this lease: If the Tenant is a corporation, the authorized officers must sign on behalf of the corporation and indicate the capacity in which they are signing. The financial responsible parties are [Marcelo K. Gomes Yanai] with mailing address of

Marcelo K. Gomes Yanai
Financially Responsible
(909) 671-2548 (Mobile)
marceloyanai@gmail.com

and or Tenant Company [ ] and / or Co signors [ ] individually and or corporately; hereby referred to by "Tenant", and upon the following terms, covenants, and conditions:

11.C Deposit needed: After Tenant signature - this lease is not enforceable and the tenant has no rights to the terms of the agreement, until the full deposit has been paid. It is agreed that this is not disputed even if Landlord has signed agreement.

<ver2.03jm>

By initialing below, you acknowledge and agree to the terms in Section 11.

X MKGY
Marcelo K. Gomes Yanai

12. Exhibit A: Location-Suite Layout

12.1 EXHIBIT A: PROPERTY LOCATION AND SUITE LAYOUT (REVISION 1.1)

Exhibit A1 Location: Drawing not to scale. Building with office highlight.

301 9th St. Ste. 219 , Redlands CA 92374

Utilities included in full or in part with your lease are: [Ste 219 Mail Delivery MBU 3.12, Package delivery is DropBox 200, Electricity, and InterNet] Access is 6:00 AM to 10:00 PM daily.

Floor plan **Drawing attachment on last page prior to Signature.**

NOTE: Rooms are leased on a per room basis, and not based on a square footage fee calculation. Actual square footage is not used for lease amount calculation. Square footage if referenced is for insurance and or other use - and is not based on useable space.

By signing below, you acknowledge and agree to the terms in Section 12.

X Marcelo Kenji Gomes Yanai
Lessee

IP Address: 98.149.212.73
03/19/2026 06:34pm PDT

13. Exhibit B: Conference Room(s)

13.1 CONFERENCE ROOM(S) USAGE (REVISION 1.1)

Conference Room(s) Usage: Is at will of the Landlord and management.

Monday to Friday: 6:00 AM to 6:00 PM

Saturday: 8:00 AM to 12:00 noon

For suites; except registered / virtual.

The conference room(s) are designed for use in meeting other professionals and not for the purpose of a replacement for, or addition to, your office. They are not intended to be used by one person, or for lunch gatherings – if there is a meeting taking place and lunch is served it is acceptable.

Conference Room(s) are for 2 or more people including the tenant with access fob of record. Adults only – not to be used for private parties, personal gatherings, or childcare. Conference Room(s) are, as is entire property, a Non Smoking - Non Vaping - Controlled quiet conversation. Use of vulgarity or elevated conversation (yelling / screaming) is considered a lease violation, unprofessional and unacceptable. Use of the conference room is entirely at will of management.

Access to Conference Room(s) is offered (not guaranteed) as available, at no more than 4 hours per week - per individual office. In the event that a client has multiple offices, access is doubled.

Please register your company or self as follows:

1. https://www.supersaas.com/schedule/login/RedlandsMill
   (also available from www.RedlandsMill.com tenant link/ room booking.

2. You will get a password prompt: Enter - password "*theredlandsmill*". A calendar will appear – Click on a time slot (any time slot) and a prompt "To add to the schedule please sign in." appears. Click on *sign in*.

If not registered, in the site, click on "CREATE A NEW USER ACCOUNT"

ENTER your email - your password (one that you will use here from now on)

We will be notified by email, and you can book time in the two conference rooms.

Conference Usage:

1. **Conference Room 100** - 6:00 AM to 6:00 PM (board style room – seats 6) Minimum 2 persons including lease holder. Guests can access from 9th St.
2. **Conference Room 200** - 6:00 AM to 6:00 PM (conference style seats 8-15) Minimum 2 persons including lease holder. Guests can access from Parking lot - which is closed on weekends. Use Conference room 100 it this is an issue.

Ad hoc (unplanned meetings) - Each of the conference rooms are available for ad hock meetings (no planning) strictly on a first come first served basis. Scheduled times take precedence over unscheduled times. Unscheduled users may be asked to vacant space by scheduled users.

NOTE: Rooms are for clients accompanied by their team and or guests only; that is, meetings are to have one signatory client (someone on this lease) in charge of and on-site during use of Conference Room(s).

The RedlandsMill admin team and or Spectrum Group USA Ltd. reserves the right to ask any non-client to leave at any time solely at their discretion. <ver1.04jsm/lam>

By signing below, you acknowledge and agree to the terms in Section 13.

X Marcelo Kenji Gomes Yanai

Lessee

IP Address: 98.149.212.73
03/19/2026 06:35pm PDT

14. Exhibit C: Parking Guidelines

14.1 EXHIBIT C: PARKING (REVISION 1.1) 6:00 AM-10:00 PM

Tenant and Employee Parking: Landlord is the Licensor who grants a license to User / Tenant as Licensee.

Subject to performance of the prime leaseholder payment of base lease, and Licensee's performance of the duties under this Agreement, Licensor hereby grants to Licensee a non-exclusive license to use specific portions of the parking areas on the Licensor Property.

a. For vehicular and pedestrian ingress and egress;

b. For vehicular parking

Please note that parking in the City of Redlands is in high demand, and parking is considered valuable to the Landlord - any parking granted is solely for the use of the Tenant **during hours of operation (6:00 AM to 10:00 PM)** while tenant is also on the premises.

The Tenant shall furnish the Landlord with a list of its own and its employee's vehicle license numbers at any time during the Term as requested via Portal communication. It is agreed that any and all vehicles to be parked at The RedlandMill will have a permit sticker attached to the rear window for identification purposes. Vehicles not parked in Guest parking locations and without a RedlandsMill permit are liable to be towed at registered owners cost without notice necessary to be given. No vehicles to be left with driver off premise (except up to 4 hours for lunch or dinner meetings).

Overnight parking: (No parking permitted after 10:00 PM and before 6:00 AM)

Overnight un-occupied vehicular parking on a limited basis may be permitted with a lease addendum for parking and without building access. This is at additional cost and landlord discretion. Location is limited to North Side at rear of Lot.

Tenant Vehicle Parking permit;

Unit 219 parking permits allocated, with several vehicles able to be permitted onsite 6:00AM to 10:00PM. It is understood if you have several people coming into the office - we ask for discretion and for additional people to use surrounding parking if possible.

Permits: The vehicle make and model with license plate can be input by tenant in Tenant Portal - or separately by TRMill personnel - who will also provide and apply a 1" square individualized sticker to Rear glass right hand bottom corner on Vehicle:

<ver1.05jsm>

By signing below, you acknowledge and agree to the terms in Section 14.

X Marcelo Kenji Gomes Yanai

Lessee

IP Address: 98.149.212.73
03/19/2026 06:36pm PDT

15. Exhibit D: Rules & Regulations

15.1 POLICY'S & PROCEDURES : RULES & REGULATIONS (REVISION 1.1)

The RedlandsMill: "Safe - Secure - Quiet - A business centric office community".

1. **PAYMENTS:** All payments made are via tenant AppFolio Portal - that requires use of text message and or email for login, and payment using credit card or ACH / e-check. Separately – outside of AppFolio – an ACH payment can be set up to credit TRMill lease bank account – contact Administration@redlandsmill.com if this is needed. *If due to ADA issues you are unable to use Portal - please let us know and we will accommodate you.*

2. **PORTAL USE: The** AppFolio tenant Portal is for all communication - payment of lease and maintenance requests. It is your one stop connection to Landlord and staff. NOTE: As our support and maintenance personnel change from day to day – please DO NOT contact our staff with their personal cell phone. Text 201-907-7209 to reach the RedlandsMill Team, and maintenance phone number is 909-792-9453 x7

3. **ACCESS CONTROL: Entry into the building is limited to hours of operation (6:00 AM to 10:00 PM)** The RedlandsMill operates; is insured; operates as - an "office administration building"; and licensed by the City of Redlands; as office space with common area features. Overnight sleeping / accommodation is not part of our business operation, and is not permissible by us. Overnight accommodations or sleeping inside suites shall be subject to eviction proceedings, as a direct violation of the lease agreement.

   Access Hours: If your business requires access outside of 6:00AM to 10:00PM, contact us, as this can be approved on a case-by-case basis. The entrance and individual suite doors in the Premises shall be left locked when the Premises are not in use, and all doors opening to public corridors shall be kept closed except for normal ingress and egress from the Premises. Entry into the Parking area and building is limited to hours of operation (6:00 AM to 10:00 PM)

   Government agency access: (At Will)
   Fire Department: The Fire Department conducts annual inspections of the building ensuring that egress systems, emergency lighting, fire extinguishers are operational. These assessments are spontaneous and therefore at their will. ALSO; offices are inspected from time to time by TRMill staff to ensure proper use (no fire hazards - no chemicals - overloading of electrical outlets - no sleeping accommodations - 24 hours notice given unless a maintenance issue deems it necessary to gain access.)

4. **ACCESS - LOCKS**: The Tenant shall not alter any lock or install any new or additional locks or any bolts on any doors or windows of the premises without consent of the Landlord. The Tenant also shall not borrow chairs, tables, or any other physical item that is located in conference rooms, meeting room or bathrooms. These items and equipment are for operation's use and not for the Tenant's use.

5. **PARKING: see Exhibit C:** The exterior of The RedlandsMill and the parking thereof are regarded as common ground and not included in this Lease agreement. Storage of materials and or vehicles overnight is prohibited.

6. **BEHAVIOR EXPECTATIONS: see Exhibit H**

7. **SIGNAGE: see Exhibit I**

8. **COMMON AREA SPACE:** The parking lot, sidewalks, halls, passages, exits, and entrances shall not be obstructed by any of the Tenants or used by them for any purpose other than for ingress and egress from

their respective Premises. The Landlord shall have the right to control and operate the public portions of The RedlandsMill, and the public facilities, and heating and air conditioning, as well as facilities furnished for the common use of the Tenants, in such manner as it deems best in its commercially reasonable judgment for the benefit of the Tenants generally. The Tenant shall have no unaccompanied minors at any time on or in the building. Animals with the exception of certified service dogs are not permitted on site.

9. **CONFERENCE ROOMS: see Exhibit B**

10. **REFRIGERATORS:** Common area refrigerators will be cleaned out each weekend of all opened items - except those that are in sealed plastic or glass containers with a Suite number on it. No food or drink in open containers or trash to be left overnight in offices. This attracts ants in one season and pests in other seasons.

11. **RESTROOMS:** We are on septic service. The restrooms, urinals, wash bowls, and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein. Any expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the Tenant who, or whose employees or guests shall have caused it. Other than human waste - only toilet paper in the toilet - No wipes of any kind to be flushed.

12. **FIXTURES:** Tenant shall not overload the Floor, walls and or ceilings of the Premises or in any way deface the Premises or any part thereof. No furniture, freight or equipment of any kind other than normal office and warehouse fixtures, shall be brought into The RedlandsMill without the prior notice and approval of the Landlord. All moving of the same into or out of The RedlandsMill shall be done at such time and in such manner as the Landlord shall designate. The Landlord shall have the right to reasonably prescribe the weight, size and position of all safes and other heavy equipment brought into The RedlandsMill and also the times and manner of moving the same in and out of The RedlandsMill. Safes or other heavy objects shall, if considered necessary by the Landlord, stand on supports of such thickness as is necessary to properly distribute the weight. The Landlord will not be responsible for loss of or damage to any such safe or property from any cause and all damage done to The RedlandsMill by moving or maintaining any such safe or other property shall be repaired at the expense of the Tenant.

13. **APPLIANCES:** No plug-in appliances over and above normal office computers and equipment in suites is permitted: Special cases are considered and will be noted on lease. e.g. no heating / cooking elements / water coolers / file server racks. No cooking shall be done or permitted by any Tenant on the Premises, (except in TRMill kitchen areas) nor shall the Premises be used for the storage of merchandise, for washing clothes, for lodging, or for any improper, objectionable or immoral purposes.

14. **HEATING & COOLING:** While your comfort during the day is our goal - HVAC is available through normal hours of operation. (6:00 AM to 10:00 PM). No access to HVAC services (heating and cooling) between the hours 10:00 PM to 6:00 AM is included in the lease agreement. Additionally, Thermostats are adjusted to set back temperatures based on Edison's peak periods and are subject to black out calls based on Edison load. These can change from time to time - and therefore our programming can change. The Tenant shall not use or keep in the Premises or The RedlandsMill any kerosene, gasoline or inflammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied by the Landlord. Heat and cool is available during hours of operation 6:00 AM to 10:00 PM **NOTE: For offices that are colder in winter - please submit a maintenance request in AppFolio Tenant Portal to set system heat to accommodate you.**

15. **MODIFICATIONS to your suite; see Exhibit E:** The Landlord will direct any service professionals / electricians - plumbers - installers as to where and how wiring / fixtures / signs / anything that is attached to or on premises. No boring or cutting will be allowed without the Landlord's prior written consent, which shall not be unreasonably withheld. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of the Landlord. The Landlord reserves the right to install and/or run fiber optic or other electrical communication wiring through tenant space, providing that this is contained and/ or hidden in such a way as to not be unsightly.

16. **SECURITY:** On any and all days access to The RedlandsMill, or to the halls, corridors, in The RedlandsMill, or to the premises may be refused unless the person seeking access is known to the person or employee of The RedlandsMill in charge and has a pass or is properly identified. The Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from The RedlandsMill of any person. In case of invasion, mob, riot, public excitement, or other commotion, the Landlord reserves the right to prevent access to The RedlandsMill during the continuance of the same by closing of the door(s) and/or gate(s) otherwise, for the safety of the Tenants and protection of the property in The RedlandsMill and the Premises.

17. **EXPULSION:** The Landlord reserves the right to exclude or expel from The RedlandsMill any person who, in the judgment of the Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in the mind of the management, in any manner do any act in violation of any of the rules and regulations of The RedlandsMill, and or pose a risk to any of The RedlandsMill's tenants and or community at large. The City of Redlands Police department has access to the premises.

18. **VENDING MACHINES:** No vending machine or machines of any description shall be installed, maintained, or operated upon the Premises.

19. **ADDRESS:** The Landlord shall have the right, exercisable without liability to the Tenant, to change the name and street address of The RedlandsMill of which the Premises are a part.

20. **BRAND / NAME:** Without the written consent of the Landlord, the Tenant shall not use the name of The RedlandsMill in connection or in promoting or advertising the business of the Tenant except as the Tenant's address. <ver1.04jsm/lam>

By signing below, you acknowledge and agree to the terms in Section 15.

X Marcelo Kenji Gomes Yanai

Lessee

IP Address: 98.149.212.73
03/19/2026 06:38pm PDT

16. Exhibit E: Internet & Communications

16.1 EXHIBIT E: INTERNET & COMMUNICATIONS (REVISION 1.1)

Internet: Use of any and all Internet is at your own risk - Internet service is provided on an "as is" and "as available" basis. The premises shared use internet makes no guarantees for connectivity or security: Expected connectivity has been historically over 95% of the time – and 15Mb over 15Mb.

The use of any office internet is designed for non server - non full time / continuous use. We do not provide for the Internet is able to be cycled off daily from 10: pm to 5: am at will.

We provide our house wireless internet at no cost, with no gauranteed provisioning.

A static IP is available at $35 per month.

There are available fibre connections in the building from Frontier.

<ver1.05jsm/lam>

By signing below, you acknowledge and agree to the terms in Section 16.

X Marcelo Kenji Gomes Yanai

Lessee

IP Address: 98.149.212.73
03/19/2026 06:38pm PDT

17. Exhibit F: Office Trash & Recycling

17.1 EXHIBIT F: DUMPING - TRASH - RECYCLING (REVISION 1.1)

Trash Enclosures: The Tenant agrees that he / she and all their employees will use the designated trash enclosure area as indicated on Exhibit A.

1. **Trash:** (office trash including styrofoam) use is located behind North of Ste. 100 on the North side. It is a blue 2-yard dumpster. (**No personal use is permitted)**
2. R**ecycling:** is located behind North Ste. 300. It is a white 2-yard dumpster. **Cardboard - glass and aluminum ONLY**. (no styrofoam)

ALL Boxes are to be broken down (crushed) before putting in recycling.

Styrofoam and plastic are considered not recyclable by City of Redlands (CoR) and is to be put in TRASH behind Ste 100

No dumping and / or recycling of computer products or appliances are permitted by Landlord and City of Redlands. Landlord reserves the right to bill any tenant $50 per item for removal of these products. <ver1.04jsm/lam>

By signing below, you acknowledge and agree to the terms in Section 17.

X Marcelo Kenji Gomes Yanai
Lessee

IP Address: 98.149.212.73
03/19/2026 06:38pm PDT

18. Exhibit G: Insurance Information

18.1 INSURANCE INFORMATION (REVISION 1.1)

Below are answers to questions that most insurance agencies ask:

1. What is your TRMill office address?

Your Mailing address is:
301 9th St, Ste. Suite 219
(Entrance reception 200)
Redlands, CA 92374

Shipping address : UPS / FEDX Address is:
301 9th St, Ste. 105
(Leave Dropbox 200 North no signature + no knock)
Redlands, CA 92374

2. Building Specifications:

a. Square Footage - The RedlandsMill is 13,210 sq. ft. -- 60ft wide 210 ft. long.

b. The Ste. 219 office is approximately 75 sq. ft. this being less than 10% of entire building.

c. Type of Construction: Industrial concrete floor with steel frame

- Steel roof and steel sides

- Steel truss self-standing with internal tenant improvement wood frame

d. Four divisions with fire block floor to ceiling at 60′ 120′ 180′ ft. from front of building, respectively.

3. Does it have Fire Sprinklers? NO

4. What year was it built? 1985

5. How many stories is the building? Single

INSURANCE: The Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by the Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. The Tenant shall carry property insurance to protect the Tenant from any such loss. This and any other insurance mentioned can be met by naming the Landlord as an additional insured on an existing business or personal policy. The Tenant shall carry liability insurance in an amount of not less than *$1,000,000.00.* The Tenant's liability insurance shall name the Landlord and Landlord's agent as additional insured. The Tenant, upon the Landlord's request, shall provide the Landlord with a certificate of insurance establishing the Tenant's compliance. The Landlord shall maintain liability insurance insuring the Landlord, but not the Tenant, in an amount of at least *$1,000,000.00,* plus property insurance in an amount sufficient to cover the replacement cost of the property. The Tenant is advised to carry business interruption insurance in an amount at least sufficient to cover the Tenant's complete rental obligation to the Landlord. The Landlord is advised to obtain a policy of rental loss insurance. Both the Landlord and the Tenant release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance.

*Specifically: Spectrum Group U.S.A. LTD (dba in CA as SGUSA) and or The RedlandsMill or designates. See section 8 for default remedies.
<ver1.4am>

By signing below, you acknowledge and agree to the terms in Section 18.

X Marcelo Kenji Gomes Yanai

Lessee

IP Address: 98.149.212.73
03/19/2026 06:42pm PDT

SGUSA

301 9th St, Ste 120 • ("Reception" South Side) • Redlands, CA 92374
(909) 792-9453

19. Exhibit H: Behavior Expectations Sound - Smell - Safety

19.1 POLICY'S + PROCEDURES REGARDING SOUND - SMELL + SAFETY (REVISION 1.1)

Expectations: The RedlandsMill tenants and occupants.

We work in a controlled community space with an expectation of "quiet enjoyment" of our space. We are an adult centric space - not quite "Library Quiet" - but close to it. We do not allow unsupervised children at any time. Our offices are not insured and or licensed for child care. The RedlandsMill community expects a "Safe, Secure, Quiet, and Well Managed" environment. We advertise these expectations, market them, promote them, and it is the expectation of how we operate regarding ourselves and others. We are a mutually supportive group who share an environment including more than common area space in a close geographical location. We strive to not affect each other with our interactions and mutual support.

1. **Sound:** Professional Business behavior that supports a safe, secure, quiet environment. While maintaining an adult centric professional business environment – free from "non-adult behavior." Many of us are here to avoid noises and distractions – which can include loud noises from neighbors.

   Occasional Guests; Even though we are a professional business community, guests / children are part of doing business, but anyone may be asked to rectify behavior if it is a concern to neighbors. We encourage you to introduce yourself to neighbors so that it is easy to let them know if they are being loud and in return be open to input from them. If you are unable to resolve an issue, you can contact us through the Tenant Portal. We will investigate and assist.

2. **Safety – Masks: updated 02/2024 -** If state or federal guidelines require, we as a community request (not mandate) that you follow state mask mandates and / or locally posted notices. This is out of respect for other persons – not necessarily for your own benefit. We have several people in the building who may or may not have immune sensitivities – and some who are fearful of being exposed to airborne symptoms.

3. **Odors and Smells:** We have a scent and odor free work policy - and do not permit any chemical, candle, smoke, vape, source of smell, either legal or illegal, to be operated inside the building - with the exception of items used in cleansing bathroom areas. Additionally, anything that violates our office building insurance policy is hereby not approved. The tenant shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the Premises, or permit or suffer the premises to be occupied or used in a manner offensive or objectionable to the Landlord or other occupants of The RedlandsMill. We have a recirculation air system with MERV filters in place - your office air is recirculated through out many other offices in the building after being filtered. Smoking / vaping is not permitted inside, or within 20 feet of any external wall.

   Not withstanding any provisions in original lease - if any person is affected by a smell or odor that emanates from an office - it is considered a violation of the lease - and can lead to termination of the lease.

Lastly - thank you all for being the very best part of our community – indeed we as tenants share in the precedence and expectation at the RedlandsMill that we are a "Safe, Secure, Quiet and Well Managed" professional adult centric business location. Breaking of this policy is considered cause for lease termination by Landlord.

Tenant Portal: https://theredlandsmill.appfolio.com/connect/

ver1.4lam

By signing below, you acknowledge and agree to the terms in Section 19.

X Marcelo Kenji Gomes Yanai
Lessee

IP Address: 98.149.212.73
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20. Access FOB Financial Responsible

20.1 FOB RECEIPT FINANCIALLY RESPONSIBLE PERSON

Receipt of Key Fob - Access Credentials for Unit and or Mail.

Access into The RedlandsMill 301 9th Street Ste 219 92374

I, [Marcelo K. Gomes Yanai]
have received either key and / or fob(s) for access to The Redlands Mill property located at 301 9th Street Redlands, CA 92374. This access is authorized as part of the lease agreement for Unit 219 and is given on an as needed basis.

Property Access Fob Description: Individually assigned after lease signing for personalized access.

Suite#[219] keys to be assigned after signing of lease.

Incoming MailBox: [Ste 219 Mail Delivery MBU 3.12, Package delivery is DropBox 200, Electricity, and InterNet] keys n/c with $10 replacement fee

And hereby agree to:

- Use it / them for access to the parking area and exterior access doors for The RedlandsMill.
- To keep them in my control at all times (either on my person or in a secure location)
- Not to lend them to any person or persons for any reason
- Notify The RedlandsMill personnel immediately if they are lost or stolen
- Present my Driver's license to be photographed to keep on file with this application.

Vehicle Information: [

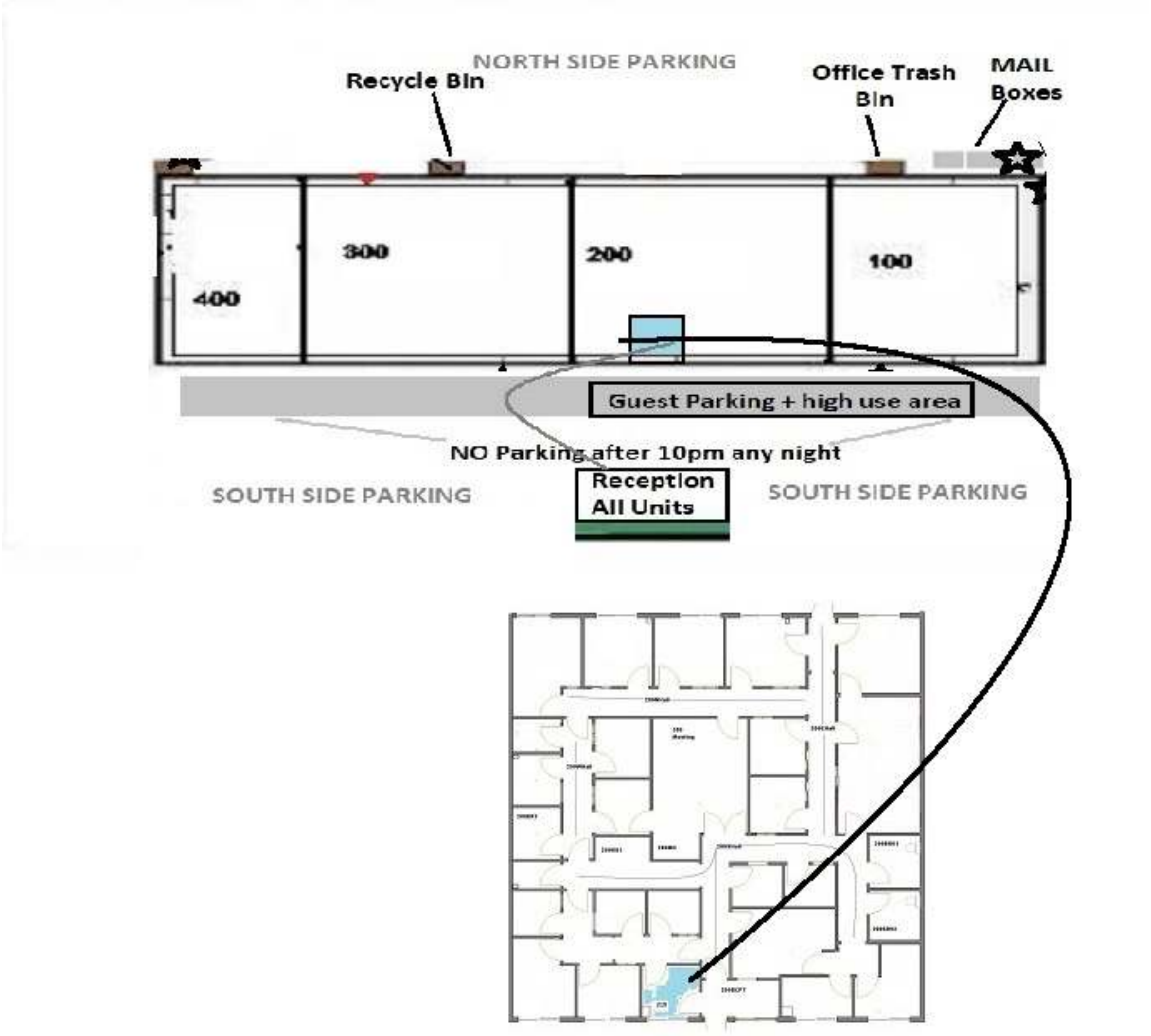
]

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By signing below, you acknowledge and agree to the terms in Section 20.

X Marcelo Kenji Gomes Yanai
Lessee

IP Address: 98.149.212.73
03/19/2026 06:43pm PDT


NORTH SIDE PARKING
Recycle Bin
Office Trash Bin
MAIL Boxes
400
300
200
100
Guest Parking + high use area
NO Parking after 10pm any night
SOUTH SIDE PARKING
Reception All Units
SOUTH SIDE PARKING

SGUSA

301 9th St, Ste 120 • ("Reception" South Side) • Redlands, CA 92374
(909) 792-9453

21

Exhibit_A__219.1.pdf

X Marcelo Kenji Gomes Yanai

Lessee

IP Address: 98.149.212.73
03/19/2026 06:46pm PDT

22. Sign and Accept

22.1 SIGNATURE PANEL

Signature Panel:

Landlord and Tenant acknowledge and agree that Landlord: (i) does not guarantee the condition of the Premises other than as is at time of acceptance; (ii) cannot verify representations made by others; (iii) will not verify zoning and land use restrictions; (iv) cannot provide legal or tax advice; Further, Landlord and Tenant agree that they will seek legal, tax, insurance, and other desired assistance from appropriate professionals.

The undersigned hereby agree to the terms of this lease:

Tenant: ***General Contact information:***
Marcelo K. Gomes Yanai
Financially Responsible
(909) 671-2548 (Mobile)
marceloyanai@gmail.com
Tenant Drivers License: To be uploaded on Online Tenant Portal.

Contact information

Co Signer: *[ ]* ***none if void.***

Tenant: The Redlands Mill Address:

301 9th St, Ste 219 including units [None] Redlands CA 92374

Secondary mailing:

If Tenant is a corporation, the authorized officers must sign on behalf of the corporation and indicate the capacity in which they are signing.

Landlord / Agent: ***Spectrum Group U.S.A., LTD. – dba in CA as SGUSA***

Suite 219 Information:
1 person south facing window office with Wired and wireless business level internet. Easy access to Meeting room and reception. RedlandsMill is a safe, secure, locally managed, quiet professional business office space.

Special Accommodations:

<ver2.02jsm>

X Marcelo Kenji Gomes Yanai
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03/19/2026 06:47pm PDT

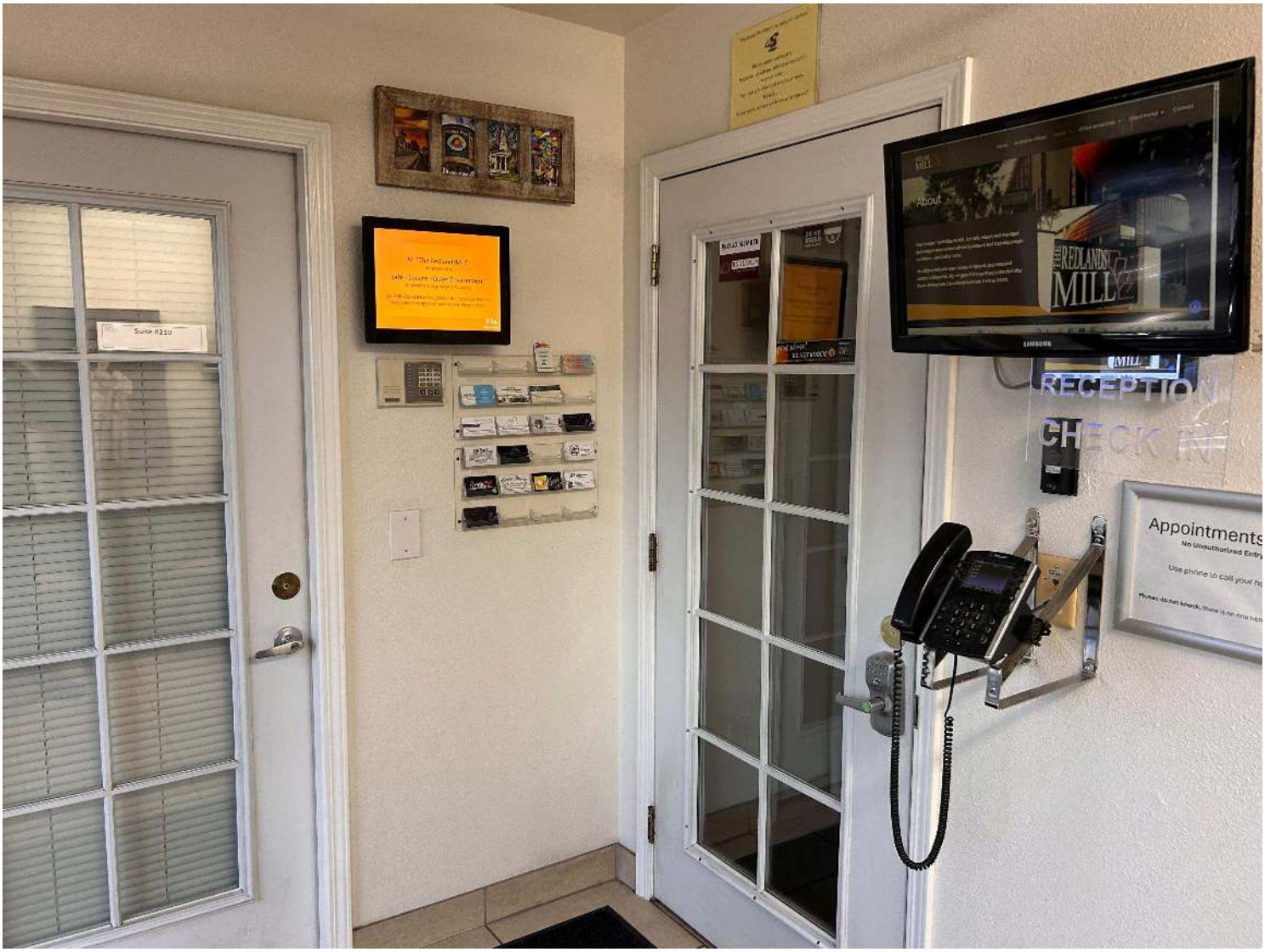
X John S Mills
Lessor IP Address: 47.155.252.245
03/20/2026 05:45am PDT


JoAnn's Health Insurance
909-793-8018
1 Driving School
SRGE PC'S
858-775-9970
Reception
all suites
RECEPTION
RECEPTION FOR ALL OFFICES


Yanai Development
(909) 671-2548 ~ Reception 1 Door to the Right
RECEPTION
RECEPTION FOR ALL OFFICES
RECEPTION
RECEPTION FOR ALL OFFICES

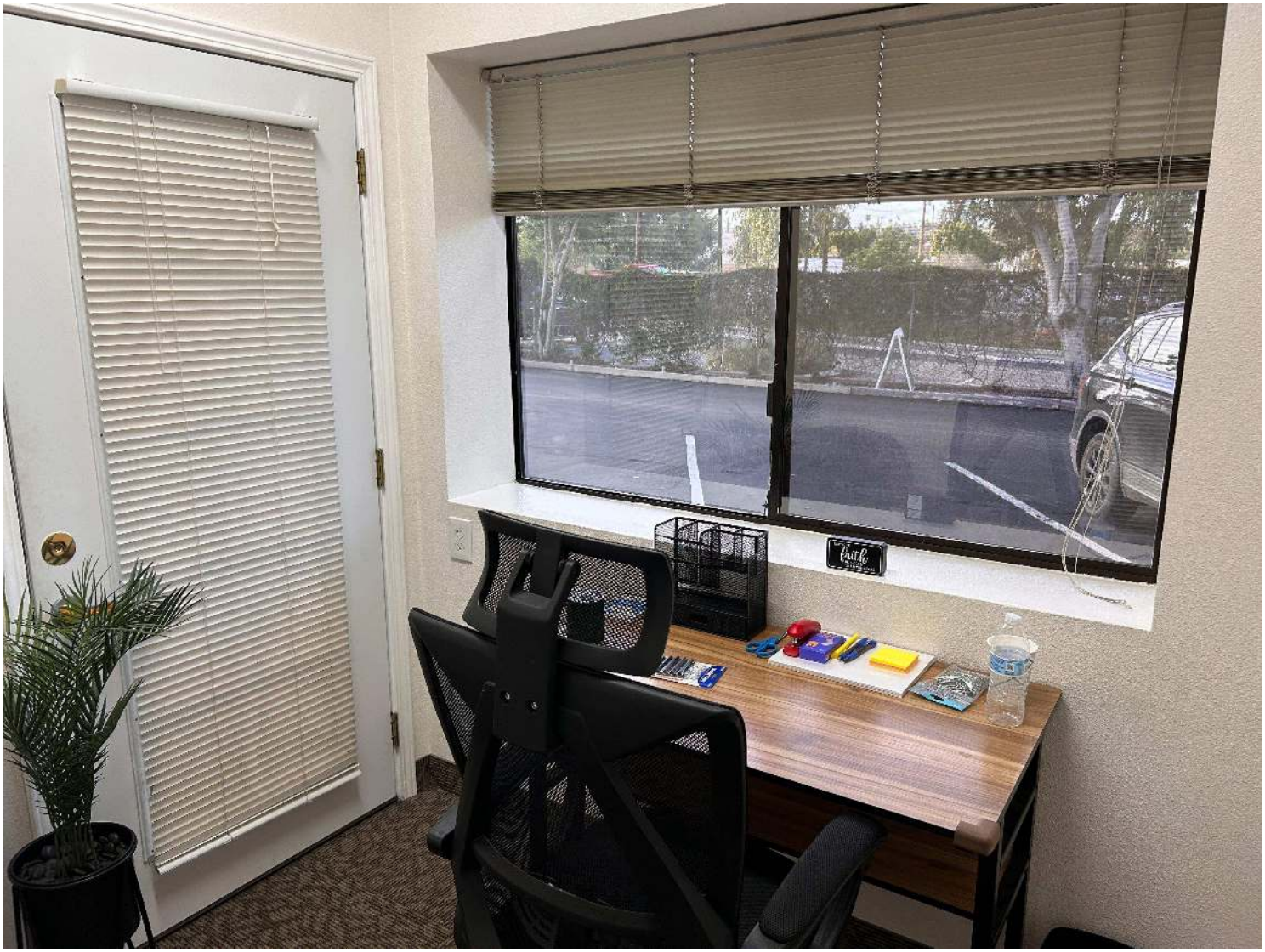

all suites
Yanai Development
(909) 671-2548 – Reception 1 Door to the Right
RECEPTION
RECEPTION FOR ALL OFFICES
NO SOLICITING


Yanai Development
(909) 671-2548 ~ Reception 1 Door to the Right


Suite #210
About
REDLANDS
MILL
RECEPTION
Appointments


YANAI
DEVELOPMENT


YANAI
DEVELOPMENT



EN BR

PREMIUM REAL ESTATE DEVELOPMENT

A refined development platform built to create long-term value.

Yanai Development extends the Yanai legacy into a premium real estate platform designed for institutional presentation, disciplined execution, and investor-grade credibility from launch.

View Projects About Yanai

YANAI DEVELOPMENT

Premium identity. Disciplined vision. Real development credibility.

Brand Legacy

Built on the reputation and experience of Yanai.

Premium Positioning

A sophisticated image designed for investors and high-end clients.

Bilingual Access

Prepared to communicate clearly with Brazilian and American audiences.

BRAND POSITIONING

American Premium Presence

Designed to feel like an established developer brand from the very first impression.

BILINGUAL ACCESS

EN / BR

Built to communicate naturally with Brazilian clients and American investors.

PROJECTS

Three strategic formats that define the development and investment vision of Yanai Development.

01

Flipping

Short-term acquisition, renovation, and resale strategy focused on capital gains and faster rotation.

02

Buy & Hold

Property acquisition for recurring rental income with long-term appreciation and asset preservation.

03

Development

Land acquisition and full project development, from concept and construction to sale, maximizing value creation.

INVESTORS

A platform created to inspire confidence.

Yanai Development is structured to communicate premium positioning, technical grounding, and strategic vision to both American and Brazilian investors.

INVESTOR SNAPSHOT

Institutional Image

A brand presentation aligned with premium market expectations.

Execution DNA

A development company rooted in real construction experience.

Clear Communication

Bilingual access for international and Brazilian audiences.

Long-Term Vision

Designed to grow recognition, trust, and perceived market value.

ABOUT

The next chapter in the Yanai story.

After expanding Yanai’s presence across cities in the interior of São Paulo, Yanai Development emerges as a natural evolution of the brand: a more structured, premium, and investor-facing platform created to strengthen recognition, credibility, and long-term market value.

Yanai Development — Premium real estate development.

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SERVICE CONTRACT

CONTRACTING PARTY:

Yanai Development LLC - a legal entity (EIN – 42-2438686)governed by private law, in the state of California (Registered # B20260211316) hereby represented by its owner Marcelo Yanai.

CONTRACTOR:

Akanni Financial Consulting a legal entity governed by private law, with headquarters in Irvine, California, hereby represented by the owner **Annemarie Silva.**

OBJECTIVE:

The purpose of this is the provision of the below listed services by the contractor to the contracting party:

- CFO Services
- Accounting Reconciliation and Recordkeeping to GAAP Standards
- Business Development

IMPLEMENTATION OF SERVICES

The services will be performed at the contractor's premises after the receipt of the following items:

Rubrica

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- Bank Records - Digital PDF or Digital Access
  - All digital access is for v**iewing purposes only** no transactions or any form of banking is allowed unless this contract is amended.
- Additional support for all transaction is recommended if possible.

OBLIGATIONS

The **Contracting party** is obliged to provide the **Contractor** all data, documents and information necessary for the good performance of the contracted services in a timely manner, no liability will be borne by the contracted party if it receives incomplete documents, or omissions are found resulting in lack of compliance with legislation.

All documents submitted must be **TRUE AND COMPLETE** for the execution of the service

Documents may be received via digital, access emails, processed reports and guides.

The **contractor** only takes responsibility for the services provided by it. Any activity that was carried out before the signing of this contract or performed by another company than the contractor itself, **Akanni Financial Consulting,** will not be held responsible in any way, regardless of the object under discussion.

CONTRACTOR RESPONSIBILITY

THE CONTRACTOR SHALL BE RESPONSIBLE AS FOLLOWS:

- **The Contractor** shall perform the services listed above with all due care, diligence and honesty in compliance with all legislation in force, safeguarding the interest of the **CONTRACTING PARTY** without prejudice to professional dignity and independence
- The **Contractor** shall be responsible for all original documents delivered to it by the **Contracting Party**, while remaining in its custody for the

Rubrica

Docusign Envelope ID: 18951F0E-C0A2-8D4B-8381-E3D88A23CF2C

performance of agreed services, being responsible for the misuse, loss or destruction.

- The **Contractor** warrants that all information will be fully compatible with the applicable laws in performing the services above and that it has all rights necessary to perform the services so described above.

HONORIES

the **Contractor** will be paid $150.00 a hour for all services rendered upon the signing of this contract.

All required documentation must be received after the signing of this contract. Fees paid are non-reimbursable all adjustments in these fees must be in agreement from both parties and a signed amendment to this contract.

No monthly accounting fees are included in this contract.

TERM AND TERMINATION

This agreement shall remain in force indefinitely from its signature and will be terminated upon completion of services.

Failure to pay any portion of the fees listed above will enable the **Contractor** to immediately suspend the execution of services without prejudice to the fees.

SECRECY

All information passed between **Contractor** and **Contracting party** is confidential and will be kept with confidentiality.

The contractor:

- Shall not disclose or permit anyone to disclose and information acquired by the **Contracting Party**
- The **Contractor** has the right to offer its services to other clients

Rubrica

Docusign Envelope ID: 18951F0E-C0A2-8D4B-8381-E3D88A23CF2C

- The **Contractor** has the right to employ any assistants as required to perform duties related to contracting services or matters to the activities presented herein.

GENERAL PROVISIONS

This agreement supersedes any other prior written or oral agreement between the two related parties

This agreement is contingent upon the approval of Contracting Party's L1-A Visa, If not approved the agreement is automatically terminated, no penalties apply, only services rendered must be paid.

This agreement contains the full contract between the **Contracting Party and the Contractor** and no oral representation or modifications will be effective except with a written amendment agreed by both parties

Contracting Party and Contractor are in full agreement with the provisions of this said agreement each will receive copies of this signed agreement for record keeping purposes.

DocuSigned by:
ANNEMARIE SILVA
9F5B7D8197FD4C4...

5/20/2026

Annemarie Silva, Akanni Financial — Date

Assinado por:
Marcelo Yanai
BC545221E7454BC...

5/20/2026

Marcelo Yanai, Yanai Development — Date

Docusign Envelope ID: 18951F0E-C0A2-8D4B-8381-E3D88A23CF2C



4 Wilking Drive

Irvine, CA 92620

(714) 865-5942

a.silva@akanniconsulting.com

Professional Services Agreement

Pink Hammer Construction

833 W Colton Ave
Redlands, CA 92374

CC #2026-001 - EXECUTIVE CONSULTING AGREEMENT - Contractor Business Consulting Services

Date	Services Performed By:	Services Performed For:
April 13, 2026	Yanai Development 301 9th St, Ste 219 Redlands, CA 92374	Pink Hammer Construction 833 W Colton Ave Redlands, CA 92374

Agreement

This Consulting Contract ("CC") is an Agreement between **Pink Hammer Construction ("Client")** and **Yanai Development ("Consultant")**, effective as of April 13, 2026.

This CC defines the terms under which Consultant will provide **executive-level Contractor Business Consulting services**, aligned with strategic and operational advisory.

Period of Performance

The Services shall commence upon contract execution and shall continue for a period of:

12 (twelve) months

Scope of Work

Consultant shall provide executive consulting services including:

Contractor Business Consulting

- Advisory for operational structure improvement
- Cost management and estimating process structuring
- Enhancement of project execution efficiency
- Development of standardized construction management processes

Knowledge Transfer

- Implementation of methodologies developed by Yanai Gestão de Obras (Brazil)
- Adaptation of structured systems for U.S. operations

Strategic Advisory

- Business growth and scalability planning
- Organizational structuring and accountability systems
- Performance metrics and reporting

Executive Oversight

- Participation in executive-level decisions
- Monitoring business performance
- Advising on expansion and partnerships

Executive Capacity

Consultant shall act strictly in an **executive and advisory capacity**.

Consultant shall not:

- Perform construction work
- Supervise field labor
- Execute operational tasks

All operational activities remain under Client.

Not Included

The Consultant shall **NOT** provide:

• Operational Execution

- Implementation of processes in the field
- Day-to-day operations
- Hands-on project execution

• Construction Activities

- Manual labor
- Field supervision
- Contractor management on-site

• Core Business Activities of Client

- Execution of construction services
- Replacement of internal staff
- Delivery responsibility of projects

• Administrative Work

- Procurement execution
- Scheduling
- Clerical tasks

• Licensed Activities

- Contractor, engineering, or regulated services

Consultant Responsibilities

- Provide strategic advisory and executive guidance
- Transfer operational methodologies

- Support business structuring and efficiency
- Deliver executive-level insights and recommendations

Client Responsibilities

- Maintain operational execution and workforce
- Provide access to necessary business information
- Implement recommendations at its discretion
- Make payments as agreed

Fee Schedule

The total monthly fee for services shall be: **$6,750.00 per month**

Forms of payment		
Check to Yanai Development	301 9th St, Ste 219 Redlands CA 92374	
Zelle	marcelo@yanaidevelopment.com	
Credit Card	Request invoice	3.5% processing fee

Payment Terms:

- Services from **1st–15th → paid on 20th**
- Services from **16th–end → paid on 5th next month**

Change Order Procedure

Any change in scope shall be documented via written agreement between Parties

Immigration Clause (L1-A)

This agreement is contingent upon the approval of Consultant's **L-1A visa**.

If not approved:

- Agreement is automatically terminated
- No penalties apply
- Only services rendered must be paid

Limitation of Liability

Consultant shall not be liable for indirect or consequential damages.

Governing Law

This Agreement shall be governed by the laws of the **State of California**.

Entire Agreement

This document represents the full agreement between the Parties.

Yanai Development		Pink Hammer Construction	
By:		By:	
Name:	Marcelo Kenji Gomes Yanai	Name:	Marina Moraes
Title:	CEO	Title:	CEO

YANAI
DEVELOPMENT

BUSINESS PLAN

2026





Name: Marcelo Kenji Gomes Yanai
E-mail: marcelo@yanaidevelopment.com
Mobile: +1 (909) 671-2548
Position: Executive Director

Prepared by:
Nextus Plan

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APPENDIX 1

1.0 Executive Summary

Yanai Development LLC is a U.S.-based company established to provide construction management services, real estate investment and development, and operational consulting within the residential construction sector. The company will be headquartered in Redlands, California, a region characterized by strong demand for residential renovation, real estate investment, and value-add development opportunities.[1]

Yanai Development LLC will operate as a wholly owned subsidiary of Yanai Gestão de Obras e Construções Ltda., a Brazilian company with established expertise in construction management, project planning, and residential development. The Brazilian entity has developed a structured operational model focused on cost control, project scheduling, contractor coordination, and quality assurance, supporting multiple residential construction projects simultaneously and serving individual clients, investors, and developers.

The U.S. company represents the strategic international expansion, with the objective of introducing a structured construction management approach and real estate investment platform into the U.S. market. Yanai Development will leverage the methodologies, systems, and industry experience developed in Brazil to establish scalable operations in California, while adapting its processes to local market conditions.

Yanai Development LLC will operate through the integrated business lines, including construction management services, contractor business consulting, residential real estate investment and redevelopment (flipping), property management, and property maintenance services. These activities are designed to generate diversified revenue streams, combining project-based income, consulting services, and recurring revenue through property management.

The company's business model is structured under a hybrid operational approach that combines an internal management and coordination team with the strategic use of licensed subcontractors and specialized third-party vendors. Yanai Development LLC will maintain internal personnel responsible for project coordination, operational oversight, budgeting, documentation management, vendor coordination, reporting, scheduling, and administrative support, while licensed subcontractors and specialized service providers will perform physical construction activities, technical maintenance, inspections, and trade-specific services.

This operational structure allows the company to maintain centralized control over project execution, timelines, costs, quality standards, and client relationships while operating with a scalable and cost-efficient model. By combining internal management capabilities with

[1] https://www.communityforwardredlands.com/whats-next-for-redlands-major-developments-happening-around-the-city/

outsourced technical execution, Yanai Development LLC is positioned to efficiently oversee multiple projects simultaneously without maintaining a large direct construction labor force.

The establishment of Yanai Development LLC also creates a direct operational bridge between the United States and Brazil, facilitating the transfer of knowledge, management methodologies, and industry practices developed by the parent company. This relationship will support the U.S. entity during its initial phase through ongoing strategic coordination, operational guidance, and implementation of standardized project management systems.

Yanai Development LLC will be led by Mr. Marcelo Kenji Gomes Yanai, who will serve as Executive Director and will be responsible for executive leadership, corporate strategy, business development, and overall organizational oversight. Mr. Yanai brings extensive experience in construction management, real estate development, and strategic business operations, having led multiple residential projects and organizational initiatives in Brazil.

In his executive capacity, Mr. Yanai will focus on high-level strategic functions, including defining the company's growth strategy, establishing partnerships with investors and contractors, overseeing financial performance, and guiding real estate investment decisions. He will supervise key personnel, including project management and administrative staff, while maintaining full responsibility for corporate governance and long-term expansion.

Physical construction activities, specialized technical services, and trade-specific work will be performed by licensed subcontractors and specialized third-party vendors under the supervision and coordination of the company's internal project management and operational staff. Internal personnel will oversee project coordination, vendor management, documentation, scheduling, budget tracking, operational reporting, and quality-control processes.

In his executive capacity, Mr. Marcelo Kenji Gomes Yanai will not perform operational construction tasks or direct field labor activities. His responsibilities will remain focused on executive leadership, strategic planning, business development, organizational oversight, and high-level operational supervision, consistent with an executive-level managerial role.

1.1 The Market

The United States represents one of the largest and most dynamic markets for residential construction, real estate investment, and property redevelopment. The sector is supported by sustained housing demand, population growth, and a persistent shortage of available housing inventory, particularly in high-demand states such as California.

The U.S. construction industry continues to demonstrate strong economic relevance, with total construction spending exceeding **$2 trillion annually**, driven by residential development,

infrastructure investment, and renovation activities.[2] Within this broader market, the residential construction and home improvement segments play a critical role, as aging housing stock and shifting consumer preferences drive demand for renovation, modernization, and value-add redevelopment projects.

The residential real estate market in the United States also remains highly active. Despite fluctuations in interest rates, demand for housing continues to exceed supply in many regions, creating opportunities for real estate investors and developers to acquire, renovate, and reposition properties for resale or rental income.[3] This dynamic supports the growth of residential redevelopment strategies, commonly known as house flipping, as well as long-term rental property investments.

In California specifically, the housing market is characterized by limited housing supply, strong property values, and consistent demand, particularly in regions with established infrastructure and economic activity.[4] These conditions create favorable opportunities for companies capable of identifying underutilized properties and transforming them into market-ready residential assets.

Redlands, California, where Yanai Development LLC will be headquartered, presents a particularly attractive environment for residential redevelopment and construction management services. The local real estate market demonstrates a combination of stable property values and opportunities for value-add investment strategies. Recent market data indicates median home prices ranging approximately $645,000, depending on the source and methodology, with properties typically remaining on the market for 92 days, reflecting a balanced but opportunity-driven market environment.[5]

Additionally, Redlands offers a significant inventory of older residential properties located in areas such as Downtown, North Redlands, and South Redlands, which are well-suited for renovation and redevelopment projects.[6] These properties provide strong potential for value creation through strategic improvements, cost-controlled construction management, and efficient project execution.

The residential redevelopment market in the United States further reinforces this opportunity. Recent industry data indicates that house flipping projects have generated average gross returns of approximately 23.1% nationally, with markets such as California demonstrating median gross returns near 17.7%, depending on project execution and acquisition strategy.

[2] https://www.deloitte.com/us/en/insights/industry/engineering-and-construction/engineering-and-construction-industry-outlook/2025.html
[3] https://www.nar.realtor/research-and-statistics/research-reports/residential-real-estate-market-snapshot
[4] https://calmatters.org/housing/2025/09/california-housing-shortage/
[5] https://www.redfin.com/city/15494/CA/Redlands/housing-market
[6] https://www.redfin.com/city/15494/CA/Redlands/vintage

These figures highlight the importance of disciplined acquisition, structured project management, and cost control.[7]

Beyond domestic investment dynamics, international capital, particularly from Latin America, has played a significant role in supporting the U.S. real estate market. According to recent data from The Florida Lounge, **Brazilian investors have allocated more than $2.2 billion into the U.S. real estate market over the past 12 months**, reflecting strong demand for stable, dollar-denominated assets and long-term investment opportunities.[8]

This trend is directly aligned with Yanai Development LLC's strategic positioning. Leveraging Mr. Marcelo Yanai's established network in Brazil, the company intends to attract and facilitate foreign investment into U.S.-based residential redevelopment projects, contributing additional capital inflows into the American economy while expanding access to investment opportunities for international investors.

Beyond investment opportunities, the construction management and contractor consulting segments also present significant demand. Many small and mid-sized contractors operate without formalized project management systems, cost control methodologies, or structured operational processes. This creates a market gap for companies capable of providing professional consulting and management services to improve efficiency, reduce costs, and enhance project outcomes.

Yanai Development LLC is strategically positioned to operate at the intersection of these market opportunities by combining construction management expertise, real estate investment strategy, and operational consulting services. The company's ability to integrate these activities allows it to generate multiple revenue streams while maintaining flexibility in response to market conditions.

1.2 The Company

Yanai Development LLC will operate through a diversified and integrated portfolio of services designed to support both internal real estate investment activities and third-party clients. Core business activities will include:

- **Construction Management Services:** Provision of professional project oversight and coordination for residential construction and renovation projects, including project planning, contractor supervision, cost control, scheduling, and quality assurance. The company will act as the owner's representative, ensuring projects are completed efficiently and according to defined standards.
- **Contractor Business Consulting:** Advisory services for small and mid-sized construction companies aimed at improving operational structure, cost management, estimating

[7] https://www.attomdata.com/news/market-trends/flipping/home-flipping-trends-by-state/
[8] https://club.thefloridalounge.com/en/brazilians-usa-investments-consumption-housing-2025

processes, and project execution efficiency. These services are designed to enhance contractor performance and create stronger, more reliable project partnerships.

- **Property Management Services:** Management of residential properties owned by the company or its investment entities, including tenant relations, rent collection, and operational oversight. This service provides recurring revenue and supports long-term asset management strategies.
- **Property Maintenance and Improvement Services:** Execution and coordination of maintenance, repairs, and small-scale renovation services for managed properties and third-party clients, ensuring asset preservation and operational efficiency.
- **Residential Real Estate Investment and Development (Flipping):** Acquisition, renovation, and resale of residential properties through value-add strategies. Yanai Development will identify underutilized properties, coordinate renovation activities, and reposition assets for resale, generating capital gains and supporting long-term portfolio growth.

The company's operational model is designed to be efficient and scalable. All physical construction activities will be performed by licensed subcontractors and specialized trade professionals, while Yanai Development maintains centralized control over project planning, management, and execution. This approach reduces capital requirements while ensuring consistent quality and operational oversight.

By combining construction management expertise, real estate investment strategy, and operational consulting, Yanai Development LLC is positioned to establish a strong and scalable presence in the U.S. residential construction and real estate market.

1.3 Mr. Marcelo Kenji Gomes Yanai's Expertise

Mr. Marcelo Kenji Gomes Yanai is a seasoned professional with extensive experience in construction management, residential real estate development, and business operations, having successfully led multiple projects and operational initiatives within the construction sector in Brazil.

As the founder and leader of Yanai Gestão de Obras e Construções Ltda., Mr. Yanai has developed a strong track record in managing residential construction and renovation projects, overseeing all phases of project execution, including planning, budgeting, contractor coordination, and delivery. His leadership has been instrumental in establishing structured processes for project management, cost control, and operational efficiency, enabling the company to execute projects with consistency and quality.

Throughout his career, Mr. Yanai has demonstrated the ability to operate at both strategic and managerial levels. He has been responsible for defining business strategies, managing client relationships, negotiating with suppliers and contractors, and overseeing financial performance across multiple projects. His experience includes coordinating teams, managing subcontractors, and ensuring compliance with project timelines and budget constraints.

In addition to his operational expertise, Mr. Yanai has developed significant experience in real estate investment and value-add strategies, particularly in the identification, renovation, and repositioning of residential properties. This experience directly supports the company's planned activities in the United States, especially in residential redevelopment (flipping) and property management.

Mr. Yanai's professional background also includes strong capabilities in business development and client relationship management, allowing him to establish partnerships with investors, contractors, and service providers. His ability to structure and maintain these relationships has contributed to the expansion and sustainability of his business operations.

Through his leadership of the Brazilian parent company, Mr. Yanai has gained substantial experience in organizational management, team supervision, and process standardization, which are essential for scaling operations and ensuring consistent service delivery. He has successfully implemented operational frameworks that allow for delegation of technical and operational tasks to qualified personnel, while maintaining strategic oversight of the business.

This combination of technical knowledge, managerial experience, and strategic vision positions Mr. Yanai to effectively lead Yanai Development LLC in the United States. His expertise will be applied to establish the company's operational structure, guide its growth strategy, and ensure the successful execution of its construction management and real estate investment activities.

In his role as Executive Director, Mr. Yanai will focus exclusively on executive-level responsibilities, including corporate strategy, business development, financial oversight, and partnership development. His prior experience managing teams and coordinating complex projects ensures that he is well-prepared to supervise personnel and delegate operational responsibilities, maintaining a clear distinction between executive leadership and day-to-day operations.

1.3.1 Knowledge Transfer and Operational Integration with the Brazilian Construction Company

Yanai Development LLC's expansion into the United States is supported by the structured transfer of operational methodologies, construction-management systems, and project-execution practices developed by its Brazilian parent company, Yanai Gestão de Obras e Construções Ltda., a construction and project-management company headquartered in the State of São Paulo, Brazil. The Brazilian company has established a strong operational presence in the residential construction and real estate sectors, focusing primarily on high-end residential construction, residential developments, and construction-management services.

The Brazilian operation maintains a defined organizational structure composed of executive leadership, operational management, project coordination, planning, quality control, administrative-financial support, and specialized third-party contractors. The company's organizational model includes positions such as Executive Director, Operations Director, Construction Managers, Planning Coordinators, Quality Managers, and project-coordination

personnel, supported by subcontracted construction teams and external technical professionals.

Yanai Gestão de Obras e Construções Ltda. currently manages multiple residential and development projects simultaneously, including high-end custom residences, vertical residential developments, and condominium-based construction projects in cities throughout the Campinas metropolitan region and surrounding markets. The company has also developed and launched large-scale residential projects involving hundreds of housing units and multi-million-dollar gross sales values (VGVs), including developments with projected values exceeding R$20 million to R$46 million.

The Brazilian company has implemented structured internal processes involving:

- Construction planning and scheduling;
- Budgeting and cost-control systems;
- Contractor-management procedures;
- Quality-control protocols;
- Financial monitoring systems;
- Project-performance dashboards;
- Procurement and quotation systems;
- Client communication and reporting procedures.

The company utilizes integrated management and monitoring tools, including ERP systems, project dashboards, financial-control platforms, and construction-management software designed to improve operational visibility, planning accuracy, and project execution efficiency.

The transfer of know-how to the U.S. operation will occur through direct operational coordination between the Brazilian and U.S. entities. Yanai Development LLC will adopt and adapt many of the methodologies already utilized by the Brazilian company, particularly in areas such as:

- Construction-management workflows;
- Budget-control methodologies;
- Vendor and subcontractor coordination;
- Quality-assurance procedures;
- Project scheduling and reporting;
- Financial and operational tracking systems;
- Client-management and communication practices.

This knowledge transfer will allow the U.S. operation to begin with an already structured operational framework rather than developing processes from the ground up. The operational experience accumulated by the Brazilian company over years of project execution will support the implementation of scalable and disciplined management practices within the United States.

Although Mr. Marcelo Kenji Gomes Yanai will relocate to the United States to lead Yanai Development LLC, the Brazilian operation will remain active and operational under the support of its existing leadership and management structure, including operational, planning, and project-management personnel already established within the company. The continuity of the Brazilian business is further supported by the company's structured operational processes, management systems, and established network of professionals and contractors.

This operational integration between the Brazilian and U.S. entities strengthens the company's international expansion strategy while reinforcing Mr. Yanai's executive and managerial capacity developed through years of leadership within the Brazilian construction and real estate sectors.

1.4 Relationship with the Brazilian Headquarters

Yanai Development LLC maintains a qualifying corporate relationship with its Brazilian parent company, Yanai Gestão de Obras e Construções Ltda., ensuring alignment in ownership, governance, operational standards, and long-term strategic objectives.

The Brazilian parent company operates as an established construction-management and real estate-development organization with extensive experience in residential construction, condominium developments, and high-end custom residential projects throughout Brazil. Its operational structure includes executive leadership, project management, planning, quality control, and administrative-financial functions, supported by specialized subcontractors and technical professionals.

The relationship between the entities is designed to support the international expansion of the business model developed in Brazil, allowing the U.S. company to leverage proven operational methodologies, management systems, and strategic expertise already established by the parent company. This includes the transfer of knowledge related to:

- Construction-management processes;
- Project planning and scheduling;
- Cost-control systems;
- Contractor coordination;
- Quality-management procedures;
- Financial monitoring and operational reporting;

- Real estate investment and development strategies.

The Brazilian headquarters will continue providing high-level strategic support and operational alignment during the initial phases of U.S. operations. This support includes guidance related to management procedures, operational standards, reporting practices, and business-development strategy.

The Brazilian company will remain fully operational after Mr. Marcelo Kenji Gomes Yanai's transfer to the United States. Day-to-day activities and ongoing projects in Brazil will continue to be supported by the company's established operational structure, including management personnel, project coordinators, planning professionals, quality-control functions, administrative support staff, and specialized contractors already integrated into the organization's operations.

As Executive Director of Yanai Development LLC, Mr. Marcelo Kenji Gomes Yanai will focus primarily on executive-level responsibilities within the U.S. operation, including strategic expansion, investor relations, business development, operational oversight, and implementation of the company's management methodologies in the American market. His transfer represents a continuation of his executive leadership role within the broader corporate structure rather than the creation of a new operational function.

This structured relationship between the Brazilian and U.S. entities demonstrates operational continuity, organizational maturity, and a clear framework for international expansion, while reinforcing the executive and managerial nature of Mr. Yanai's role within both organizations.

1.5 Company's Economic Benefits

Yanai Development LLC is expected to generate meaningful economic contributions to the United States through revenue generation, job creation, residential property improvement, and tax contributions over its first five years of operation. As the company expands its activities in construction management, real estate redevelopment, and consulting services, it will contribute to local economic development and improve efficiency within the residential construction sector.

The company's growth will also create direct employment opportunities in areas such as project coordination, operations, administrative support, and asset management. These positions will contribute to the local economy in Redlands, California, while supporting the company's operational expansion and long-term scalability.

Projected Financial Performance

The company's financial projections reflect a controlled and sustainable growth trajectory, aligned with its operational capacity and phased expansion strategy.

- **Revenue Growth**: Total projected sales are expected to increase from $164,000 in Year 1 to $932,000 in Year 5, driven by the gradual expansion of construction management activities, real estate redevelopment projects, and complementary service lines.
- **Gross Margin**: Gross margin is projected to increase from $147,390 in Year 1 to $778,360 in Year 5, reflecting the company's lean operational structure and its focus on management, coordination, and investment activities rather than direct construction execution.
- **Net Profitability**: Net profit is expected to grow from $21,100 in Year 1 to $298,271 in Year 5, demonstrating the company's ability to achieve profitability while scaling its operations. Profitability increases significantly from Year 4 onward as revenue growth outpaces operating costs and operational structure becomes more efficient.

Tax Revenue Contributions

As Yanai Development LLC expands its operations and workforce, the company will generate increasing tax contributions to the U.S. economy through federal, state, and payroll taxes.

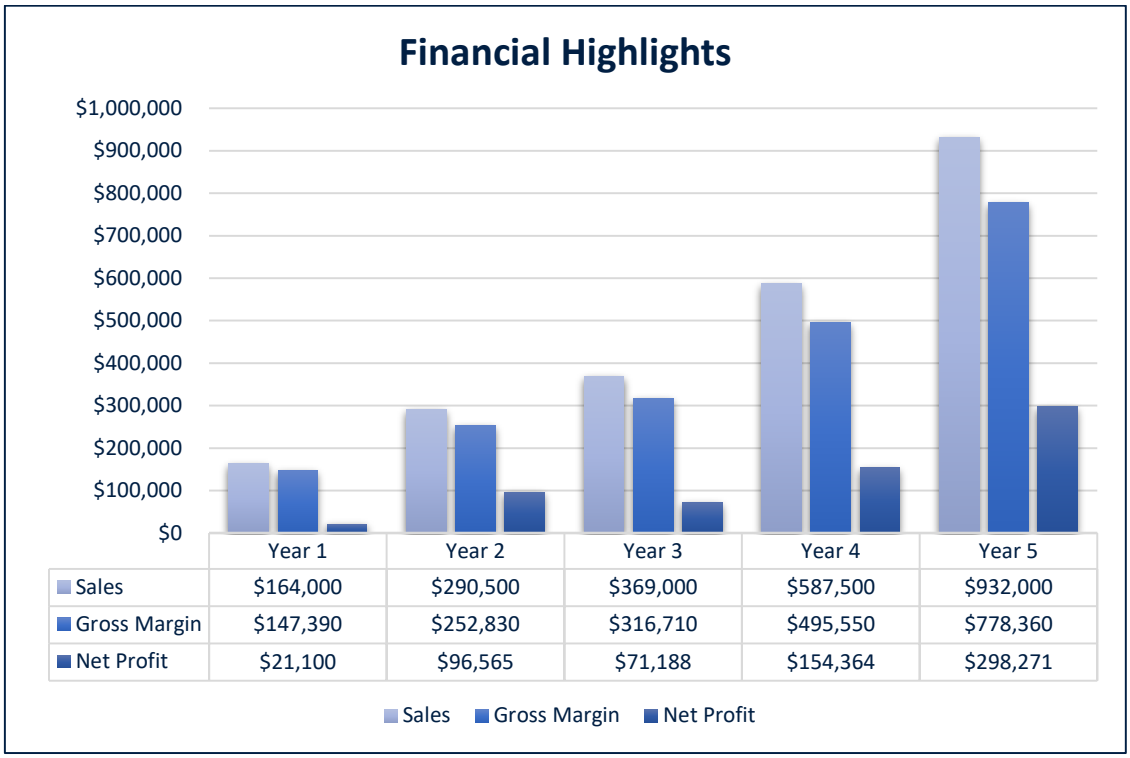
- **Federal and State Taxes**: Corporate tax contributions are projected to increase from $5,609 in Year 1 to $79,287 in Year 5, totaling approximately $170,522 over the five-year period.
- **Payroll Taxes**: Payroll-related tax contributions are expected to grow from $7,482 in Year 1 to $27,158 in Year 5, totaling approximately $78,016, reflecting workforce expansion and compensation growth.
- **Total Tax Contributions**: Combined tax contributions are projected to reach approximately $248,538 over five years, demonstrating the company's direct fiscal contribution to the United States.

Overall Economic Impact

Overall, Yanai Development LLC is positioned to generate consistent economic value through a combination of real estate investment, project-based services, and job creation. The company's activities will support local contractors, service providers, and related industries, while contributing to the improvement and repositioning of residential properties.

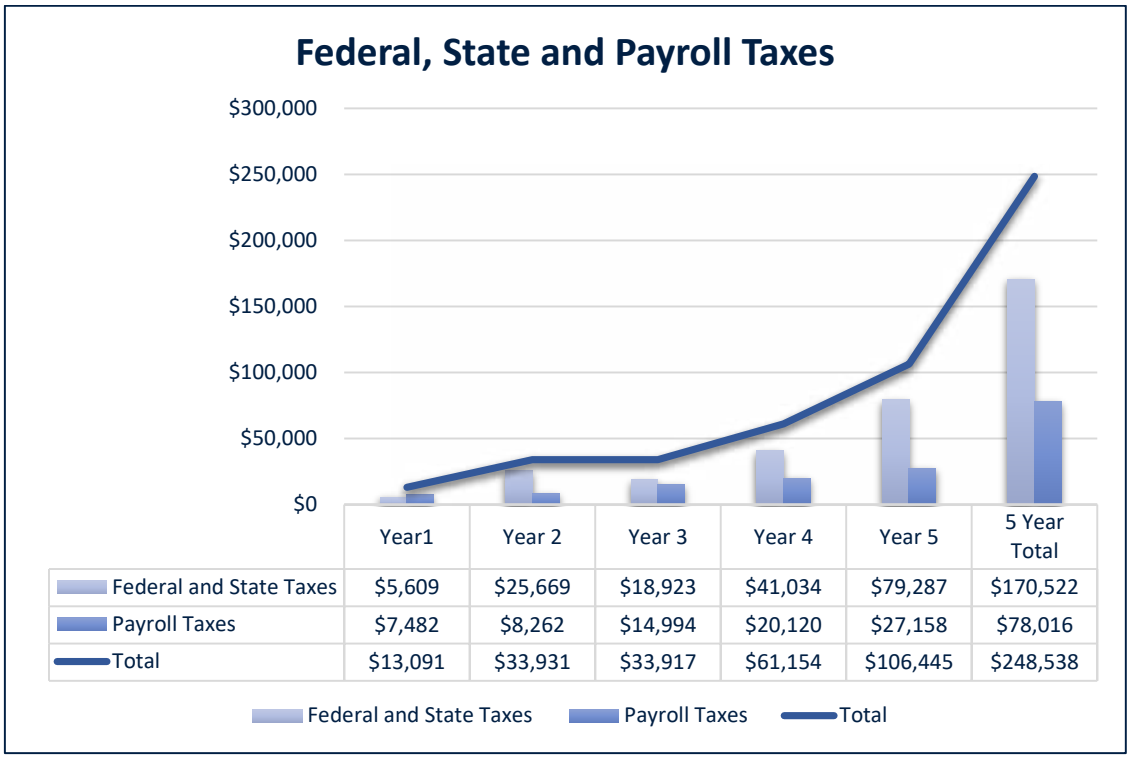
By operating under a scalable and management-driven business model, the company will contribute to housing quality, local economic activity, and tax generation, while maintaining a financially sustainable structure aligned with long-term growth in the U.S. construction and real estate market.

Financial Highlights Chart



	Year 1	Year 2	Year 3	Year 4	Year 5
Sales	$164,000	$290,500	$369,000	$587,500	$932,000
Gross Margin	$147,390	$252,830	$316,710	$495,550	$778,360
Net Profit	$21,100	$96,565	$71,188	$154,364	$298,271

Federal, State and Payroll Taxes Chart



	Year1	Year 2	Year 3	Year 4	Year 5	5 Year Total
Federal and State Taxes	$5,609	$25,669	$18,923	$41,034	$79,287	$170,522
Payroll Taxes	$7,482	$8,262	$14,994	$20,120	$27,158	$78,016
Total	$13,091	$33,931	$33,917	$61,154	$106,445	$248,538

1.6 Startup Summary

The startup investment for Yanai Development LLC has been strategically structured to support a lean and efficient market entry into the United States, aligned with the company's construction management and real estate investment business model.

The total planned investment for the U.S. operation is $15,000. From this amount, an initial tranche of $3,750 (25%) will be transferred to the United States during the company's initial phase to support immediate startup and working capital needs. The remaining funds will remain fully committed and readily available for future transfer and deployment as operational demands increase and the company expands its activities in the U.S. market.

Startup expenses are focused on establishing the company's legal, administrative, and operational foundation in the United States. These include business registration, compliance with federal and state regulations, accounting setup, insurance coverage, and other foundational costs necessary to support the company's operations as a properly structured U.S. subsidiary of its Brazilian parent company.

Given the company's operational model, which relies on outsourced construction execution and centralized project management, there is no need for significant upfront investment in facilities, inventory, or heavy equipment. Instead, the company will initially operate through a home office or small administrative setup, minimizing fixed costs while maintaining operational flexibility and scalability.

Technology investments will focus on acquiring essential tools to support project coordination and business operations, including project management software, communication platforms, financial-control systems, and basic CRM tools. These resources are important for coordinating contractors, monitoring project progress, and maintaining organized client and operational management processes.

Additional resources will be allocated to the company's market-entry strategy, including website development, branding initiatives, and targeted marketing efforts aimed at establishing the company's presence within the California construction and real estate market.

The initial transferred working capital will support early operational activities such as transportation for project visits, client meetings, administrative expenses, business development activities, and general operating costs during the company's startup phase. However, the business is not expected to rely exclusively on the initial $3,750 transfer to initiate or sustain operations, as the remaining committed investment capital will continue to be available for additional transfers as necessary to support operational growth and expansion.

Overall, the startup investment has been carefully designed to support the company's operational needs while maintaining a scalable and cost-efficient structure. As the business grows, additional portions of the committed capital may be deployed to support workforce

expansion, increased project volume, operational scaling, and future business-development initiatives.

Table: Startup

Startup	
Requirements	
Startup Expenses	
Business Registration and Legal Fees	$800
Accounting and Tax Setup	$500
Business Insurance (General Liability)	$1,200
Office Setup (Home Office / Small Office Equipment)	$2,500
Software and Technology	$1,200
Marketing and Branding (Website, Initial Marketing Materials)	$2,400
Travel and Transportation	$1,800
Miscellaneous and Contingency	$850
Total Startup Expenses	$11,250
Working Capital	$3,750
Total Requirements	**$15,000**

2.0 Company's Services

Yanai Development LLC will provide a comprehensive portfolio of services focused on construction management, residential real estate investment and redevelopment, and operational consulting for construction businesses. The company's service offerings are structured to improve project efficiency, optimize construction processes, and generate value through strategic real estate activities.

The company operates under an integrated and hybrid operational model that combines project-based services, consulting activities, and real estate investment strategies, allowing for diversified revenue streams and scalable growth. All physical construction, maintenance, and specialized trade execution activities are performed by licensed third-party contractors and specialized vendors, while the company focuses on project oversight, operational coordination, vendor management, budgeting, reporting, and investment management.

Construction Management Services

Yanai Development LLC will provide professional construction management services for residential construction and renovation projects. The company will act as the owner's representative, overseeing all phases of project execution while coordinating contractors and ensuring adherence to timelines, budgets, and quality standards.

All physical construction activities will be performed by licensed third-party subcontractors, while Yanai Development focuses on project management, coordination, and performance oversight.

All physical construction activities will be performed by licensed third-party subcontractors, while Yanai Development LLC will focus on project management, coordination, scheduling, operational oversight, vendor supervision, and performance monitoring.

Key activities include:

- Project planning and scope definition
- Budget development and cost control
- Scheduling and timeline management
- Contractor selection, coordination, and supervision
- Quality control and inspection oversight
- Management of project execution performed by licensed subcontractors
- Ongoing monitoring of project progress and performance

These services are designed to ensure efficient project delivery while minimizing risks related to cost overruns, delays, and quality issues.

Contractor Business Consulting

The company will provide consulting services to small and mid-sized construction companies seeking to improve operational efficiency and project execution capabilities. These services focus on structuring internal processes and enhancing overall business performance.

This consulting activity will operate as a selective and high-value strategic advisory service, focused on a limited number of clients and long-term operational improvements rather than high-volume consulting engagements.

Key activities include:

- Evaluation of current operational processes and project workflows
- Development of cost estimation and budgeting methodologies
- Implementation of project management systems and performance tracking tools
- Optimization of contractor scheduling and resource allocation
- Advisory support for improving project delivery and operational efficiency
- Guidance on business development strategies and client acquisition

These services help contractors operate more efficiently, reduce operational inefficiencies, and improve project outcomes.

Property Management Services

The company will provide property management services for residential assets owned by the company or its investment entities. This service line supports long-term asset performance and generates recurring revenue.

Key activities include:

- Tenant management and communication
- Rent collection and financial tracking
- Coordination of maintenance and repair services
- Property inspections and condition monitoring
- Management of operational expenses related to properties

These services ensure that managed properties remain well-maintained, occupied, and financially productive.

Property Maintenance and Improvement Services

Yanai Development LLC will coordinate maintenance, repair, and small-scale renovation services for residential properties. These services support both internally owned assets and third-party clients.

All maintenance, repair, renovation, and specialized technical services will be performed by licensed third-party contractors and vendors when applicable. Yanai Development LLC will focus on operational coordination, vendor management, scheduling, quality-control oversight, cost monitoring, and maintenance planning activities rather than direct physical execution of technical services..

Key activities include:

- Coordination of maintenance and repair services
- Oversight and coordination of minor renovation and improvement projects performed by third-party vendors
- Management of subcontractors performing maintenance work
- Preventive maintenance planning
- Cost control and service quality monitoring

This service line is intended to operate as a complementary support function associated with property management and real estate investment activities, helping preserve property value, improve operational efficiency, and support long-term asset performance.

Residential Real Estate Investment and Development (Flipping)

Yanai Development LLC will engage in residential real estate investment through the acquisition, renovation, and resale of properties. The company will focus on identifying underutilized or outdated properties with strong value-add potential.

Investment projects may be structured through project-specific entities (such as dedicated LLCs) to isolate financial and operational risk and allow for participation from external investors when appropriate.

All construction and renovation work will be performed by licensed third-party contractors, while the company will act as the project sponsor and manager, responsible for investment structuring, project oversight, financial control, operational coordination, and strategic decision-making.

Key activities include:

- Identification and acquisition of residential properties
- Financial analysis and project feasibility assessment
- Structuring of investment opportunities and project entities
- Planning and coordination of renovation and improvement works
- Management of construction activities through subcontractors
- Property repositioning and preparation for resale
- Sale of renovated properties to end buyers or investors

This service line represents a core revenue driver, generating capital gains through structured redevelopment strategies supported by disciplined project management and investment oversight.

2.1 Operational Model and Service Delivery Structure

Yanai Development LLC will operate under a structured and scalable operational model designed to support the simultaneous management of multiple projects while maintaining a clear separation between executive leadership and day-to-day operational execution. The company's operational framework is based on centralized management, internal operational coordination, delegated execution, and the strategic use of licensed third-party contractors, vendors, and specialized service providers.

This hybrid operational model allows the company to maintain a lean internal structure while preserving strong control over project planning, budgeting, scheduling, vendor coordination, documentation, reporting, and performance oversight. At the same time, it enables the company to scale project volume efficiently without maintaining a large in-house construction workforce. Internal personnel will focus primarily on coordination, operational management, project oversight, administrative support, financial tracking, and vendor management activities, while physical construction execution and specialized technical services will be performed by qualified third-party professionals.

Yanai Development LLC's operations are organized across four primary business lines: construction management, residential real estate investment and redevelopment (house flipping), consulting services, and property management and maintenance activities. Each

service line follows a defined operational structure aligned with the company's staffing plan, projected growth, and managerial framework.

Construction Management – Execution Model

Construction management activities are project-based, with projects generally ranging from approximately 4 to 6 months in duration depending on scope and complexity. The company will manage a controlled number of projects simultaneously to ensure alignment between operational capacity, staffing structure, and project execution quality.

Internally, project coordination, documentation control, budget tracking, scheduling activities, vendor communication, operational reporting, and project oversight will be managed by the company's project coordination and operational support personnel. Yanai Development LLC will maintain centralized oversight of timelines, budgets, contractor performance, project deliverables, and operational execution standards.

Physical construction activities, specialized technical services, inspections, field execution, and trade-specific work will be performed by licensed subcontractors and specialized third-party professionals coordinated by Yanai Development LLC. This structure allows the company to maintain operational flexibility while ensuring quality control, efficient project delivery, and scalable project management capabilities.

As operations expand, additional operational and project management personnel may be added based on project volume, operational demand, cash flow, and overall business growth. This phased structure supports scalability while maintaining efficient management and avoiding unnecessary operational overhead.

Residential Real Estate Investment and Redevelopment (House Flipping) – Execution Model

House flipping projects follow a structured investment and redevelopment cycle, typically averaging approximately 4 months per project from acquisition through resale. These projects are executed through a combination of internal strategic management and external operational support.

Yanai Development LLC is responsible for identifying investment opportunities, conducting financial analysis, evaluating project feasibility, structuring acquisitions, coordinating redevelopment activities, and overseeing overall project execution. Internally, the company manages project planning, budgeting, vendor coordination, reporting, operational oversight, and investment management activities. Renovation activities, specialized construction services, inspections, and technical execution are coordinated through licensed contractors and specialized external vendors.

Depending on the project structure, individual investments may also be organized through project-specific entities, allowing for operational organization, financial management, risk allocation, and potential participation of external investors.

This model enables the company to increase project volume while maintaining a controlled internal structure focused on management, oversight, investment coordination, and operational control rather than direct construction execution.

Consulting Services – Strategic Execution Model

Consulting services are intentionally structured as a selective and strategic business line rather than a high-volume operational activity. The company focuses on a limited number of consulting engagements involving construction companies, investors, and project stakeholders seeking operational improvement, project coordination support, budgeting guidance, vendor management, and management advisory services.

These consulting activities are generally structured as medium- to long-term engagements and focus primarily on strategic planning, operational efficiency, project organization, vendor coordination, budgeting methodologies, reporting systems, and business development support rather than direct operational execution.

This approach supports higher-value service delivery while reinforcing the company's positioning as a management-oriented and strategy-driven organization.

Property Management and Maintenance – Operational Integration

Property management activities are primarily associated with properties owned, managed, or operated by the company and related investment structures. This business line generates recurring revenue while supporting long-term asset performance and operational stability.

Internal personnel are responsible for tenant coordination, financial tracking, vendor communication, maintenance scheduling, documentation management, operational reporting, and overall oversight of managed properties and related activities.

Maintenance, repair coordination, inspections, renovation support, and specialized technical services are coordinated through external vendors and qualified service providers. Yanai Development LLC remains responsible for supervision, quality control, vendor management, scheduling coordination, budget oversight, and overall operational performance, while technical and physical execution activities are performed by third-party professionals when applicable.

This integrated operational structure allows the company to preserve operational efficiency, maintain property quality, support long-term real estate investment objectives, and scale operations without developing a labor-intensive in-house maintenance structure.

Operational Scalability and Workforce Alignment

The company's operational model is directly aligned with its projected staffing structure and phased growth strategy. As project volume and operational complexity increase, Yanai Development LLC may gradually expand its internal workforce by adding operational,

administrative, project coordination, financial, asset management, and support roles as necessary to support business growth, operational efficiency, and project oversight activities.

This phased approach allows the company to scale responsibly while maintaining alignment between revenue growth, workforce structure, operational capacity, financial sustainability, and overall business efficiency.

Throughout all stages of growth, the Executive Director will remain focused primarily on executive-level responsibilities, including strategic planning, business development, investment structuring, financial oversight, investor relations, partnership development, and organizational expansion. Operational execution, project coordination, administrative support, vendor management, and day-to-day management activities are delegated to internal staff and external service providers operating under the company's supervision and management framework.

3.0 Industry Overview

The residential construction and real estate industries play a critical role in supporting economic growth, infrastructure development, and housing availability across the United States. These sectors are driven by population growth, housing demand, and the continuous need for property renovation, modernization, and redevelopment.

The U.S. construction industry represents a significant portion of the national economy, with total construction spending exceeding $2 trillion annually.[9] Within this broader sector, residential construction and home improvement activities account for a substantial share, driven by both new housing development and the renovation of existing properties. Aging housing stock, combined with evolving consumer preferences, continues to generate demand for property upgrades and value-add improvements.

At the same time, the U.S. real estate market remains highly active, with ongoing demand for residential properties across multiple regions. In many markets, housing supply remains constrained relative to demand, creating opportunities for companies engaged in residential redevelopment and investment strategies, including property acquisition, renovation, and resale.

The residential redevelopment segment, commonly known as house flipping, has become an important component of the real estate industry. Investors and developers seek to acquire underperforming or outdated properties, improve them through structured renovation projects, and reposition them for resale at higher market values. This segment requires disciplined project management, cost control, and efficient execution to achieve consistent profitability.

[9] https://www.statista.com/topics/974/construction/

In California, the real estate and construction markets are characterized by strong property values, limited housing supply, and consistent demand for updated residential units. These conditions create favorable opportunities for companies capable of managing renovation projects efficiently and delivering high-quality outcomes. Additionally, many residential properties in established communities present opportunities for modernization, further supporting demand for construction management services.

The construction management segment has also experienced growing demand, particularly among small and mid-sized contractors and property investors who require professional oversight to manage project timelines, budgets, and quality standards. Many construction projects face challenges related to cost overruns, delays, and coordination inefficiencies, creating a need for structured management and consulting services.

In parallel, the property management and maintenance segments contribute to the long-term sustainability of real estate assets. As property ownership increases, there is growing demand for services that support tenant management, property upkeep, and operational efficiency, generating recurring revenue opportunities within the broader industry.

Yanai Development LLC is strategically positioned within this industry landscape by operating at the intersection of construction management, real estate investment, and operational consulting. The company's integrated service model allows it to participate in multiple segments of the industry, including project management, property redevelopment, consulting services, and recurring property management activities.

By leveraging structured methodologies and a scalable operational model, Yanai Development LLC is well-positioned to support the efficient execution of residential construction projects while capturing value from real estate investment opportunities. This positioning enables the company to contribute to housing improvement, support local construction activity, and participate in the continued growth of the U.S. residential construction and real estate markets.

3.1 Industry Analysis

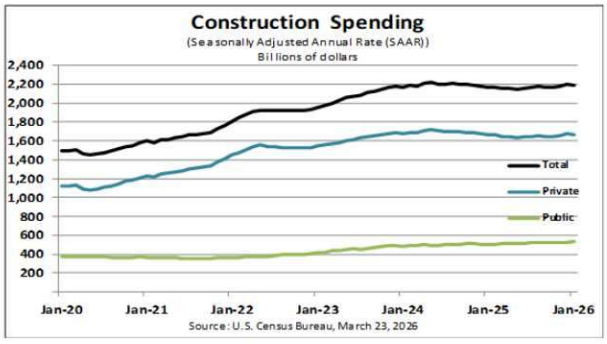
The residential construction and real estate industries in the United States have experienced sustained growth over the past decades, driven by population expansion, housing demand, and the continuous need for property development, renovation, and modernization.

Historically, the U.S. economy has relied heavily on real estate and construction as fundamental drivers of economic activity. Housing development, property investment, and infrastructure expansion have consistently contributed to national growth, reinforcing the importance of construction and real estate services in supporting economic stability and development.

Industry Evolution

Over the past decade, the residential construction sector has expanded significantly as demand for housing continues to outpace supply. Total construction spending in the United States exceeded approximately $2.1 trillion in 2025, with residential construction accounting for more than **$900 billion** of this total, reflecting strong demand for both new housing and renovation activities.[10]





Despite this growth, the industry continues to face structural imbalances. The United States currently has a housing shortage estimated at over 4 million units, resulting from years of underbuilding following the 2008 financial crisis.[11] Although construction activity has increased, housing starts remain below the levels required to fully meet demand, with approximately 1.3 to 1.4 million units initiated annually in recent years.[12]

In parallel, the real estate investment sector has demonstrated substantial scale and resilience. Residential real estate remains one of the largest asset classes in the United States, with total market value exceeding $40 trillion, highlighting the critical role of property investment in wealth generation and economic activity.[13]

As a result of these conditions, the residential redevelopment segment has gained increasing relevance. Activities such as property acquisition, renovation, and resale have expanded significantly, allowing investors and developers to address supply constraints while improving existing housing stock.

Current Industry Drivers

Several key factors are driving demand across the residential construction and real estate industries:

[10] https://www.census.gov/construction/c30/current/index.html
[11] https://www.realtor.com/research
[12] https://www.congress.gov/crs-product/R47617
[13] https://www.pwc.com/us/en/industries/financial-services/library/asset-wealth-management-real-estate-deals-outlook.html

• **Housing Supply Constraints:** The persistent gap between housing demand and available inventory continues to create opportunities for both new construction and redevelopment projects.

• **Aging Housing Inventory:** A significant portion of U.S. homes are over 30 years old, increasing the need for renovation, modernization, and property improvement services.[14]

• **Rising Property Values:** Continued appreciation in residential property prices supports investment strategies focused on renovation and resale.

• **Labor Shortages:** The construction industry faces a shortage of approximately 350,000 to 400,000 workers annually, impacting project timelines and increasing demand for efficient project management.[15]

• **Operational Complexity:** Construction projects require increasing levels of coordination, cost control, and regulatory compliance, driving demand for professional construction management and consulting services.

These trends have led to the emergence of specialized companies that combine construction management, real estate investment, and operational consulting, positioning firms like Yanai Development LLC within a growing and dynamic segment of the market.

Future Outlook

The outlook for the residential construction and real estate industries remains highly positive. The U.S. construction market is projected to continue expanding, supported by long-term housing demand and population growth.

The existing housing deficit is expected to persist over the coming years, reinforcing sustained demand for both new development and property redevelopment activities. At the same time, rising construction costs and limited land availability in many regions are expected to increase reliance on renovation and repositioning strategies.

Additionally, the home improvement and renovation market is projected to exceed $600 billion annually in the coming years, reflecting growing demand for upgrades and modernization of existing properties.[16]

At the regional level, California plays a significant role in the real estate market, with some of the highest property values and strongest demand for residential housing in the United States. The state's limited housing supply, combined with consistent population demand, creates a favorable environment for construction management and real estate redevelopment activities.

[14] https://www.jchs.harvard.edu/blog/remodeling-soars-new-heights-industry-faces-numerous-challenges
[15] https://www.agc.org/news/2025/08/28/construction-workforce-shortages-are-leading-cause-project-delays-immigration-enforcement-affects
[16] https://www.agc.org/news/2025/08/28/construction-workforce-shortages-are-leading-cause-project-delays-immigration-enforcement-affects

Industry Positioning

Within this evolving landscape, companies that combine construction management, real estate investment, and operational consulting are uniquely positioned to capture market opportunities. Businesses and investors increasingly seek integrated solutions that address both project execution and strategic oversight, creating strong demand for service providers capable of delivering multidisciplinary support.

3.2 Competitive Analysis

The residential construction and real estate industries in the United States are highly competitive and fragmented, consisting of a wide range of market participants, including large construction firms, small and mid-sized contractors, real estate investors, and property management companies.

Yanai Development LLC will compete in a specialized segment of the market by offering an integrated approach that combines construction management, real estate investment, and operational consulting, positioning the company differently from traditional competitors that typically focus on a single service line.

Competitive Landscape Overview

Competitor Type	Description	Strengths	Limitations
Large Construction Companies	Established firms handling large-scale residential and commercial projects	Strong financial resources, brand recognition, ability to manage large developments	Limited flexibility, high overhead costs, less focus on small-to-mid residential projects
Small & Mid-Sized Contractors	Independent contractors and local construction companies	Flexibility, local market knowledge, competitive pricing	Limited project management structure, inconsistent quality control, scalability challenges
Real Estate Investors / Flippers	Individuals or groups focused on property acquisition, renovation, and resale	Market responsiveness, ability to identify investment opportunities	Often lack structured project management, operational inefficiencies
Property Management Companies	Firms focused on managing rental properties and maintenance operations	Recurring revenue models, tenant management expertise	Limited involvement in construction and redevelopment activities
Construction Consulting Firms	Companies offering advisory services for project planning and execution	Strategic expertise, process optimization capabilities	Do not execute projects directly, limited integration with investment activities

Competitive Positioning

While the market includes a wide variety of participants, most competitors operate within isolated segments of the industry. Large construction firms typically focus on high-value developments, while smaller contractors emphasize execution without structured management systems. Similarly, real estate investors often lack operational efficiency, and consulting firms do not participate directly in project execution.

Yanai Development LLC differentiates itself by combining multiple capabilities within a single operational structure. The company integrates project management, real estate investment, and consulting services, allowing it to oversee projects from acquisition through execution and final disposition.

This integrated model provides several competitive advantages. By maintaining direct oversight of construction activities, the company improves cost control and execution efficiency. At the same time, its investment capabilities allow it to capture value beyond service fees, while consulting services provide additional revenue streams and strengthen relationships with contractors and clients.

Competitive Advantages

Yanai Development LLC's positioning creates a differentiated value proposition within the market:

- **Integrated Service Model:** Combines construction management, investment, and consulting in a single platform
- **Operational Efficiency:** Structured project oversight reduces delays, cost overruns, and execution risks
- **Scalable Business Model:** Ability to expand across multiple projects and service lines
- **Flexibility:** Focus on small-to-mid-sized residential projects, a segment often underserved by large firms
- **Value Creation Strategy:** Participation in real estate investments allows for higher-margin opportunities

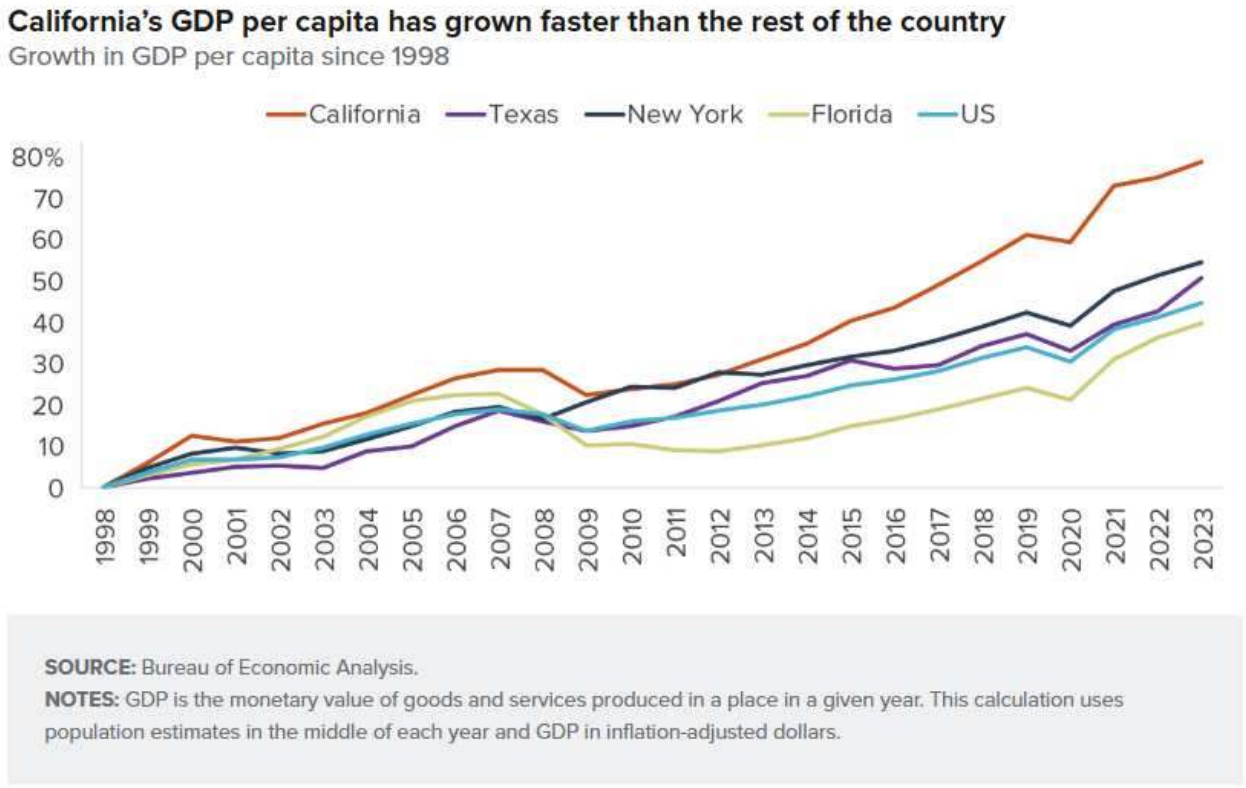
The U.S. construction and real estate market presents strong competition; however, it also offers significant opportunities for companies that can deliver integrated and efficient solutions. Yanai Development LLC is positioned to compete effectively by addressing gaps in the market where traditional competitors lack integration, operational structure, or strategic oversight.

By combining execution, management, and investment capabilities, the company is well-positioned to establish a competitive presence and achieve sustainable growth within the U.S. residential construction and real estate industry.

3.3 Business Location

Yanai Development LLC will be established in the State of California, one of the most economically dynamic and strategically important regions in the United States. The state provides a strong environment for construction, real estate investment, and property redevelopment activities due to its large economy, population density, and persistent housing demand.

California has the largest state economy in the United States, with a gross domestic product (GDP) exceeding approximately $3.9 trillion, representing about 14% of total U.S. economic output.[17] On a global scale, California's economy ranks among the largest in the world, surpassing many countries and reinforcing its role as a key economic hub.[18]



The state is home to a population of nearly 40 million residents, creating substantial and continuous demand for housing, infrastructure, and real estate development.[19] This demand is further intensified by strong job creation and economic activity, which continue to drive housing needs across both urban and suburban regions.

[17] https://www.ppic.org/publication/californias-economy/
[18] https://www.bea.gov/data/gdp/gdp-state
[19] https://www.census.gov/programs-surveys/popest.html

Regional Construction and Real Estate Market

The construction industry represents a significant component of California's economy. Construction activities contribute approximately $158 billion annually, accounting for nearly 4% of the state's GDP, and supporting thousands of businesses and employment opportunities across the sector.[20]

In addition, California has one of the largest and most active real estate markets in the United States. The state contains approximately 14.8 million housing units, with a large portion of the housing stock built prior to 1980, increasing the need for renovation, modernization, and redevelopment projects.[21]

Despite the scale of the market, California continues to face a significant housing shortage. Estimates indicate a deficit of approximately 3 million housing units within the state, contributing to rising property prices and increased demand for construction and redevelopment activities.[22] This imbalance between supply and demand creates strong opportunities for companies engaged in residential construction, renovation, and real estate investment.

Property values in California remain among the highest in the nation, with median home prices significantly exceeding the national average. This pricing dynamic supports investment strategies focused on property improvement and resale, as well as long-term asset management.

Local Market Advantages

Yanai Development LLC's location in California provides several strategic advantages:

• **High Demand for Housing:** Strong population density and economic activity create sustained demand for residential development and renovation.

• **Housing Supply Constraints:** Persistent housing shortages create opportunities for redevelopment and value-add investment strategies.

• **Aging Housing Inventory:** A large portion of existing properties requires modernization, supporting demand for construction services.

• **Strong Real Estate Market:** High property values and limited supply create favorable conditions for investment and redevelopment activities.

• **Large and Diverse Economy:** California's economic scale supports long-term business sustainability and growth opportunities.

[20] https://www.agc.org/sites/default/files/users/user21902/CA-US%20construction%20fact%20sheet_2024.pdf
[21] https://www.car.org/aboutus/mediacenter/newsreleases/2024-News-Releases/2025forecast
[22] https://www.hcd.ca.gov/policy-and-research/addressing-variety-housing-challenges

Strategic Positioning

By establishing operations in California, Yanai Development LLC is positioned within a high-demand and supply-constrained market, where efficient construction management and real estate redevelopment services are essential.

The company's focus on residential construction management, property redevelopment, and consulting services aligns directly with the needs of the local market. This strategic location allows the company to capitalize on existing market gaps, support housing improvement, and participate in one of the most active and economically significant real estate markets in the United States.

4.0 Strategy and Implementation

Yanai Development LLC will implement a structured strategy to establish and expand its presence in the U.S. residential construction and real estate market. The company's approach is based on integrating construction management, real estate investment, and operational consulting within a scalable and efficient business model.

By leveraging disciplined project management methodologies and a relationship-driven business approach, the company will focus on delivering efficient project execution, identifying real estate investment opportunities, and supporting contractors through consulting services. This structure allows the company to operate across multiple segments of the industry while maintaining strong operational oversight.

Market Entry Strategy

The company's initial market entry will focus on small and mid-sized residential construction and renovation projects, a segment characterized by strong demand and limited structured management. Yanai Development LLC will prioritize direct engagement with property owners, real estate investors, and contractors, building relationships that support long-term business opportunities.

Additionally, the company will leverage professional networks and industry connections to accelerate initial client acquisition and establish credibility within the local market.

Operational Model

Yanai Development LLC will operate through a structured management model in which the company maintains full oversight of project planning, budgeting, scheduling, and execution. Construction activities will be carried out by licensed subcontractors, allowing the company to maintain flexibility while ensuring quality and efficiency.

This model reduces operational complexity while enabling the company to manage multiple projects simultaneously. It also supports scalability by allowing resources to be allocated efficiently across different projects without the need for a large in-house labor force.

Workforce and Organizational Expansion

The company will implement a phased hiring strategy aligned with business growth. Initial operations will focus on key managerial and coordination roles, with additional personnel added over time to support project management, operations, and business development functions.

This gradual expansion ensures that the organizational structure evolves in line with revenue growth, maintaining efficiency while supporting increased operational capacity.

Growth and Expansion Strategy

As operations expand, Yanai Development LLC will increase the number of active projects, diversify its service offerings, and strengthen its presence within the regional market. The company will progressively expand into additional service lines, particularly in consulting and property-related activities, creating additional revenue streams and improving business stability.

The long-term strategy includes scaling operations while maintaining strong project oversight, ensuring that growth does not compromise service quality or operational control.

Strategic Outcome

Through this structured strategy, Yanai Development LLC will establish a solid operational foundation in the United States while building a scalable and sustainable business model. The company's approach supports long-term growth through efficient project execution, workforce expansion, and the continuous development of its service portfolio.

4.1 Website and Digital Marketing

Yanai Development LLC will implement a targeted digital marketing strategy to support brand positioning, client acquisition, and long-term business development. The company's online presence will serve as a key channel for communicating its services, establishing credibility, and generating qualified leads within the residential construction and real estate market.

Website Strategy

The company's website will function as its primary digital platform, presenting its services, project approach, and professional expertise in a clear and structured manner. The website will include dedicated sections for construction management, real estate investment, and consulting services, as well as company background and leadership information.

The platform will also incorporate tools that facilitate client engagement, including contact forms and consultation requests, allowing prospective clients and partners to initiate communication efficiently. The website will be designed with a professional layout, optimized for both desktop and mobile users, ensuring accessibility and usability.

Digital Marketing Strategy

Yanai Development LLC will utilize digital channels to increase visibility and attract potential clients. Search engine optimization strategies will be implemented to improve the company's positioning in search results related to construction services, property renovation, and real estate investment.

In addition, targeted digital campaigns may be used to reach individuals and businesses actively seeking construction or real estate services. These efforts will be complemented by professional networking platforms, particularly LinkedIn, which will be used to connect with investors, contractors, and potential business partners.

Lead Generation and Client Acquisition

Digital marketing efforts will be integrated with the company's sales strategy to ensure effective lead generation and conversion. Prospective clients generated through online channels will be tracked and managed through structured processes, allowing the company to maintain consistent follow-up and improve conversion rates.

This alignment between marketing and business development supports sustainable client acquisition and strengthens long-term business relationships.

Brand Positioning

Yanai Development LLC will position itself as a reliable and results-driven company focused on efficiency, quality, and strategic project execution. Its digital presence will emphasize professionalism, operational expertise, and the ability to deliver practical solutions within the residential construction and real estate sectors.

5.0 Sales Strategy

Yanai Development LLC will implement a structured and scalable sales strategy focused on the U.S. residential construction and real estate market. The company's commercial approach is based on direct client engagement, relationship-driven business development, and a consultative methodology tailored to each project.

The company will primarily target property owners, real estate investors, and small to mid-sized contractors who require construction management, redevelopment, or consulting services. Sales efforts will focus on identifying client needs and delivering customized solutions, strengthening long-term relationships and generating repeat business.

Revenue will be generated through a combination of project-based services, consulting fees, and real estate investment activities. The company's integrated service model allows for multi-service engagement, increasing contract value and supporting long-term client relationships.

As operations grow, Yanai Development LLC will expand its market presence, increase project volume, and strengthen its position within the regional construction and real estate market through consistent client acquisition and relationship management.

5.1 Sales Forecast

The financial projections of Yanai Development LLC are supported by clearly defined and conservative operational assumptions for each business line. These assumptions are based on the company's prior industry experience, realistic market conditions, and a structured growth strategy designed to balance operational scalability with financial sustainability.

The company's projected revenue growth is driven by the gradual expansion of project volume across its core service lines, moderate pricing increases over time, and the implementation of a hybrid operational structure that combines internal coordination personnel with outsourced technical execution. This model allows the company to maintain operational flexibility while supporting scalable growth.

In addition to revenue projections, the financial model also incorporates moderate direct costs of sales associated with project coordination, vendor onboarding, inspections, software allocation, insurance allocation, legal and accounting support by project, maintenance vendor coordination, and third-party project support services. These costs create a more realistic operational structure while maintaining strong margin performance consistent with a management-driven business model.

Construction Management

Yanai Development LLC will generate revenue through construction management fees associated with residential renovation and redevelopment projects. Average revenue per project is projected to increase from approximately $20,000 in Year 1 to $30,000 in Year 5, reflecting the company's ability to manage larger and more complex projects over time.

The number of projects is projected to increase from 1 project in Year 1 to 8 projects in Year 5, consistent with the company's phased operational growth and staffing expansion.

Each project is expected to involve moderate direct coordination costs related to:

- Project due diligence;
- Vendor onboarding;
- Permit and inspection coordination;
- Software allocation;
- Insurance allocation;
- Third-party project support.

Direct project-related costs for this business line are projected to increase from approximately $1,600 in Year 1 to $12,000 in Year 5, while maintaining strong profitability and operational efficiency.

All physical construction work will continue to be performed by licensed subcontractors and specialized vendors, while the company's internal personnel focus on project coordination, reporting, scheduling, budgeting, documentation, and operational oversight.

Consulting (Contractor Advisory Services)

Consulting services are structured as a selective and high-value offering, targeting a limited number of clients and focusing on operational improvement, cost optimization, and strategic support for contractors and construction-related businesses.

The company is projected to maintain approximately one consulting client per year, with annual contract values increasing from approximately $81,000 in Year 1 to $100,000 in Year 5.

Although this business line operates with relatively low operational costs, direct costs are allocated to support:

- Software platforms;
- Reporting tools;
- Legal and accounting allocation;
- Client onboarding;
- Administrative coordination.

Direct costs for consulting activities are projected to remain stable and moderate throughout the projection period, ranging from approximately $6,480 in Year 1 to $5,000 in Year 5 as operational efficiency improves.

Property Management

Property management services provide recurring revenue through the administration and oversight of residential rental properties.

Average revenue per managed property is projected to increase from approximately $4,000 in Year 1 to $6,000 in Year 5, while the number of managed units increases from 1 property in Year 1 to 8 properties in Year 5.

This service line generates recurring cash flow while supporting the company's long-term real estate investment strategy.

Direct costs associated with property management activities include:

- Vendor coordination;
- Property inspections;

- Administrative support;
- Software allocation;
- Maintenance coordination.

Direct costs for this business line are projected to increase from approximately $400 in Year 1 to $6,720 in Year 5, remaining proportional to portfolio growth.

Property Maintenance and Improvement

Property maintenance and improvement services operate as a complementary support activity connected primarily to managed properties, investment properties, and selected third-party clients.

Revenue for this business line is projected to increase from approximately $24,000 in Year 1 to $224,000 in Year 5 as the company expands its managed portfolio and project activity.

This service line operates through coordination of licensed vendors, maintenance contractors, and specialized service providers rather than direct internal labor execution.

Direct costs include:

- Maintenance vendor coordination;
- Scheduling and dispatch support;
- Third-party service management;
- Inspection coordination;
- Administrative tracking and reporting.

Direct costs are projected to increase from approximately $2,880 in Year 1 to $40,320 in Year 5, reflecting the increasing volume of coordinated maintenance activities.

House Flipping (Real Estate Investment and Redevelopment)

House flipping represents one of the company's primary growth drivers and follows a structured investment and project-management model.

Revenue is generated through:

- Project structuring and coordination fees;
- Strategic participation in investment returns;
- Real estate redevelopment activities.

The number of projects is projected to increase from 1 project in Year 1 to 8 projects in Year 5, while average revenue per project increases from approximately $35,000 to $40,000 over the projection period.

Direct costs associated with this business line include:

- Project due diligence;
- Inspection services;
- Legal and accounting allocation;
- Third-party project support;
- Vendor onboarding;
- Investment structuring support.

Direct costs are projected to increase from approximately $5,250 in Year 1 to $89,600 in Year 5 as project volume and transaction complexity expand.

Importantly, acquisition costs, construction execution costs, and renovation expenses are primarily allocated to project-specific entities (Projects LLCs) and subcontractors rather than directly recorded within Yanai Development LLC. As a result, the company maintains a high-margin operational structure focused on management, coordination, and investment participation.

Revenue Growth Summary

Based on these operational assumptions, total revenue is projected to grow from:

- **$164,000 in Year 1**
  to
- **$932,000 in Year 5**

This growth reflects:

- Gradual expansion in project volume;
- Increased participation in real estate redevelopment activities;
- Growth in recurring revenue through property management and maintenance services;
- Moderate pricing increases across business lines;
- Expansion of operational capacity through a hybrid staffing and contractor model.

Cost Structure and Margin Profile

Yanai Development LLC operates under a hybrid and management-driven operational model, combining internal personnel responsible for coordination, operational oversight, project tracking, budgeting, vendor management, documentation, and administrative support with outsourced subcontractors and specialized third-party service providers responsible for physical execution and technical services.

As a result:

- Direct cost of sales remains moderate relative to total revenue;
- The company maintains strong gross margins throughout the projection period;
- Operational scalability is achieved without maintaining a large direct construction labor force.

This structure supports operational efficiency, financial flexibility, and scalability while reinforcing the positioning of Yanai Development LLC as a strategic construction management and real estate investment company rather than a direct construction contractor.

During the initial phase, the company will operate with a lean internal structure supported by third-party vendors and subcontractors. As project volume increases, the company's internal staffing structure will expand progressively to support higher operational complexity, project oversight, financial controls, and client management activities.

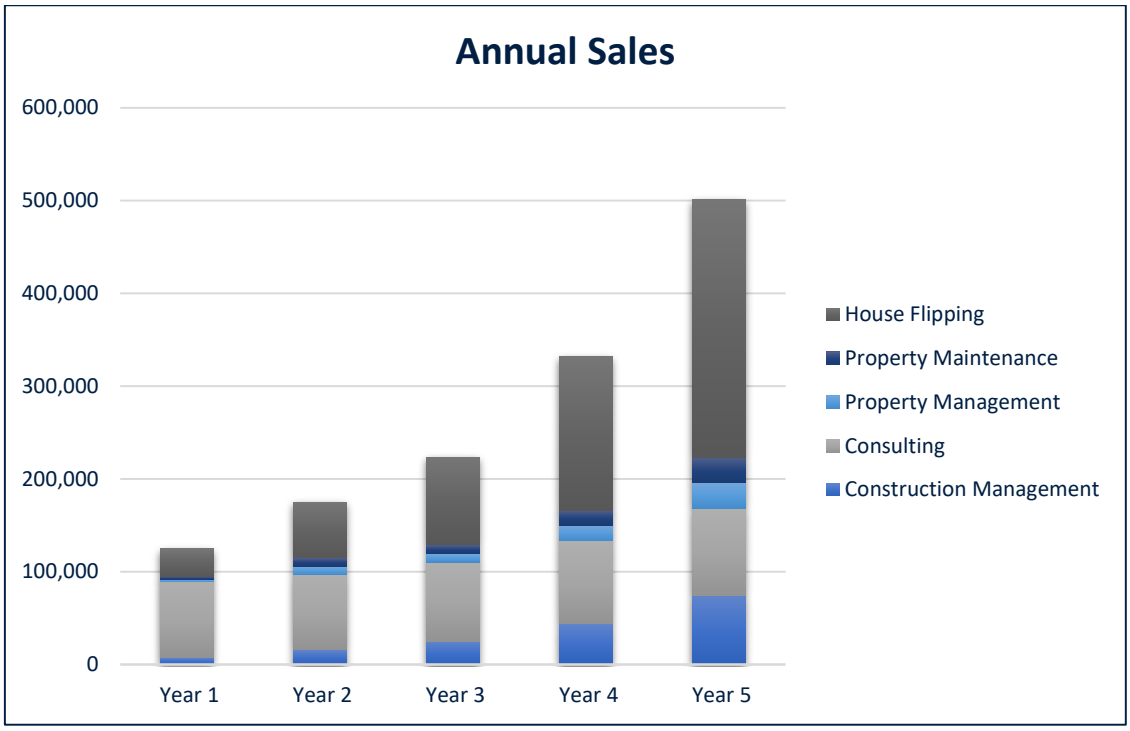
This model also reinforces the executive nature of the Executive Director's role, allowing Mr. Marcelo Kenji Gomes Yanai to remain focused on strategic leadership, business development, financial oversight, investor relations, and organizational growth while operational execution is delegated to internal coordination staff and specialized third-party providers.

Annual Sales Forecast Table

Sales Forecast					
	Year 1	Year 2	Year 3	Year 4	Year 5
Unit Sales					
Construction Management	1	2	3	5	8
Consulting	1	1	1	1	1
Property Management	1	3	3	5	8
Property Maintenance	1	3	3	5	8
House Flipping	1	2	3	5	8
Total Unit Sales	5	11	13	21	33
Unit Prices	Year 1	Year 2	Year 3	Year 4	Year 5
Construction Management	$20,000.00	$22,500.00	$25,000.00	$27,500.00	$30,000.00
Consulting	$81,000.00	$85,000.00	$90,000.00	$95,000.00	$100,000.00
Property Management	$4,000.00	$4,500.00	$5,000.00	$5,500.00	$6,000.00
Property Maintenance	$24,000.00	$25,000.00	$26,000.00	$27,500.00	$28,000.00
House Flipping	$35,000.00	$36,000.00	$37,000.00	$38,000.00	$40,000.00
Sales					
Construction Management	$20,000	$45,000	$75,000	$137,500	$240,000
Consulting	$81,000	$85,000	$90,000	$95,000	$100,000
Property Management	$4,000	$13,500	$15,000	$27,500	$48,000
Property Maintenance	$24,000	$75,000	$78,000	$137,500	$224,000
House Flipping	$35,000	$72,000	$111,000	$190,000	$320,000
Total Sales	$164,000	$290,500	$369,000	$587,500	$932,000
Direct Unit Costs	Year 1	Year 2	Year 3	Year 4	Year 5
Construction Management	$1,600.00	$1,800.00	$1,750.00	$1,650.00	$1,500.00

Consulting	$6,480.00	$6,800.00	$6,300.00	$5,700.00	$5,000.00
Property Management	$400.00	$540.00	$650.00	$770.00	$840.00
Property Maintenance	$2,880.00	$3,750.00	$4,420.00	$4,950.00	$5,040.00
House Flipping	$5,250.00	$7,200.00	$8,510.00	$9,880.00	$11,200.00
Direct Cost of Sales					
Construction Management	$1,600	$3,600	$5,250	$8,250	$12,000
Consulting	$6,480	$6,800	$6,300	$5,700	$5,000
Property Management	$400	$1,620	$1,950	$3,850	$6,720
Property Maintenance	$2,880	$11,250	$13,260	$24,750	$40,320
House Flipping	$5,250	$14,400	$25,530	$49,400	$89,600
Subtotal Direct Cost of Sales	**$16,610**	**$37,670**	**$52,290**	**$91,950**	**$153,640**

Annual Sales Chart



6.0 Management Structure

Yanai Development LLC will operate under a streamlined and scalable management structure designed to support controlled business growth, efficient project coordination, and long-term expansion within the U.S. residential construction and real estate market.

The organizational framework is intentionally structured to maintain a clear separation between executive leadership and operational execution. The company plans to operate with a lean internal team focused on management, coordination, administrative oversight, and project support functions, while continuing to leverage licensed contractors, subcontractors,

vendors, and specialized third-party service providers for physical construction, technical execution, inspections, and specialized services.

The staffing structure presented in this business plan reflects the company's projected operational needs based on anticipated project volume and growth expectations. However, personnel expansion may be adjusted over time depending on cash flow, operational efficiency, project demand, and market conditions.

Executive Leadership

At the executive level, Mr. Marcelo Kenji Gomes Yanai, as Executive Director, will oversee the company's strategic direction, financial performance, investor relationships, business development activities, and long-term expansion initiatives.

His role is strictly executive in nature, focusing on corporate leadership, high-level decision-making, and organizational oversight. Mr. Yanai will not perform day-to-day construction activities or technical operational work, as those responsibilities are delegated to internal coordination personnel and external service providers.

Operational Coordination

During the initial phase of operations, the company plans to utilize internal coordination personnel, including a Project / Operations Coordinator and part-time administrative/project support staff, to assist with:

- Project coordination and scheduling;
- Vendor and subcontractor communication;
- Budget tracking and reporting;
- Documentation management;
- Operational follow-up and internal support activities.

As operational activity and project volume increase, the company may transition these responsibilities into broader operational leadership functions, including the future implementation of a Project / Operations Manager role.

This structure is intended to provide flexibility while maintaining operational efficiency and internal oversight as the business scales.

Construction and Technical Support

Operational and construction-related support functions may also include roles such as an Operations / Construction Assistant and Operations Assistant, depending on project volume and operational requirements.

These functions are expected to support:

- Project documentation and coordination;
- Vendor scheduling and communication;
- Operational tracking and reporting;
- Administrative support for ongoing projects;
- Coordination between internal staff and third-party contractors.

All construction execution, maintenance work, inspections, and technical services will continue to be performed by licensed third-party contractors and specialized vendors, reinforcing the company's hybrid and management-driven operational model.

Real Estate and Asset Management

As the company expands its property portfolio and investment activities, the business may incorporate an Asset Manager role to oversee:

- Property performance monitoring;
- Asset management coordination;
- Rental and property-related operations;
- Investment support activities;
- Portfolio organization and long-term asset optimization.

The timing and implementation of this role will depend on the company's operational growth and the expansion of managed or owned properties.

Administrative and Financial Support

Administrative functions are expected to evolve progressively as operations expand. During the early stages, the company plans to operate with limited administrative support, later transitioning into a more structured internal administrative function as operational complexity increases.

These responsibilities may include:

- Internal coordination and reporting;
- Scheduling and documentation management;
- Financial tracking support;
- Vendor and client communication;
- Administrative workflow organization.

As the company grows, Yanai Development LLC may also implement a part-time Financial Controller role to support financial reporting, compliance, budgeting, and internal financial oversight.

6.1 Staffing Requirements

Yanai Development LLC plans to implement a phased and flexible staffing strategy aligned with projected business growth, anticipated project volume, operational needs, and financial performance in the United States.

The staffing plan reflects the company's intention to gradually transition from a lean executive-led structure into a small but increasingly structured organization capable of supporting project coordination, operational oversight, administrative functions, and real estate management activities.

The company's workforce is projected to expand from approximately 3 personnel in Year 1 to approximately 6 personnel by Year 5. However, the timing and pace of future hiring may vary depending on operational demand, project activity, cash flow conditions, and overall business performance.

Staffing Strategy

- **Year 1:** The company is expected to operate with a lean internal structure composed of the Executive Director, a Project / Operations Coordinator, and part-time administrative/project support personnel, while utilizing third-party contractors and vendors for technical execution and construction-related activities.
- **Year 2:** The company may maintain a similar operational structure while gradually increasing internal coordination capacity as project activity expands.
- **Year 3:** As project volume and operational complexity increase, the company anticipates introducing additional operational and administrative support functions, including a Project / Operations Manager, Administrative Manager, and Operations / Construction Assistant.
- **Year 4:** The organizational structure may continue expanding with the addition of roles focused on asset oversight and operational support, including an Asset Manager and Operations Assistant, depending on portfolio growth and operational requirements.
- **Year 5:** As the business matures, the company may incorporate additional financial oversight support through a part-time Financial Controller role while maintaining operational flexibility and scalable workforce management.

Workforce Growth Summary

- Total workforce is projected to grow gradually from approximately 3 personnel in Year 1 to approximately 6 personnel in Year 5, consistent with projected revenue growth and operational expansion.

- Personnel growth is structured conservatively and focuses primarily on coordination, oversight, management, and administrative functions rather than labor-intensive construction positions.
- The company intends to maintain a hybrid operational model, utilizing a combination of internal management personnel and external contractors, subcontractors, vendors, and specialized service providers.
- Staffing levels may be adjusted over time based on project volume, operational efficiency, financial performance, and business needs.
- The Executive Director is expected to remain focused on strategic leadership, business development, investor relations, financial oversight, and corporate management.

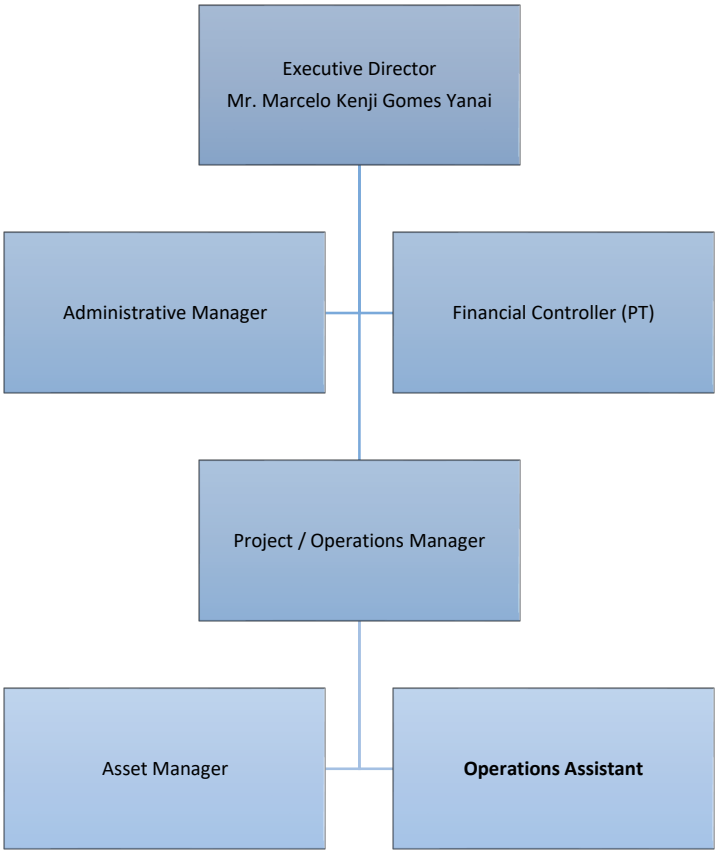
6.2 Annual Personnel Plan Table

Personnel Plan					
	Year 1	Year 2	Year 3	Year 4	Year 5
Executive Director - Mr. Marcelo Kenji Gomes Yanai	$45,000	$50,000	$62,000	$75,000	$90,000
Project/ Operations Coordinator (Full-Time)	$40,000	$42,000	$0	$0	$0
Administrative / Project Support PT	$15,000	$16,000	$0	$0	$0
Project / Operations Manager	$0	$0	$56,000	$62,000	$75,000
Administrative Manager	$0	$0	$48,000	$50,000	$58,000
Operations / Construction Assistant	$0	$0	$30,000	$0	$0
Asset Manager	$0	$0	$0	$42,000	$55,000
Operations Assistant	$0	$0	$0	$34,000	$45,000
Financial Controller (PT)	$0	$0	$0	$0	$32,000
Total People	3	3	4	5	6
Total Payroll	**$100,000**	**$108,000**	**$196,000**	**$263,000**	**$355,000**

6.3 Five-Year Personnel Plan Table

Personnel Plan					
	Year 1	Year 2	Year 3	Year 4	Year 5
Executive Director - Mr. Marcelo Kenji Gomes Yanai	1	1	1	1	1
Project/ Operations Coordinator (Full-Time)	1	1	0	0	0
Administrative / Project Support PT	1	1	0	0	0
Project / Operations Manager	0	0	1	1	1
Administrative Manager	0	0	1	1	1
Operations / Construction Assistant	0	0	1	0	0
Asset Manager	0	0	0	1	1
Operations Assistant	0	0	0	1	1
Financial Controller (PT)	0	0	0	0	1
Total People	**3**	**3**	**4**	**5**	**6**

6.4 Organizational Chart – Year 5



6.5 Duties and Responsibilities

Executive Director – Mr. Marcelo Kenji Gomes Yanai

As the Executive Director of Yanai Development LLC, Mr. Marcelo Kenji Gomes Yanai will serve as the senior executive responsible for defining the company's strategic direction, overseeing corporate governance, and guiding the organization's expansion within the United States. His role is strictly executive in nature, focusing on high-level decision-making, leadership, and business development, without direct involvement in day-to-day construction, operational, or administrative activities.

Time Allocation and Executive Responsibilities

1. Strategic Direction and Corporate Leadership – 30%

- Define the company's long-term vision, strategic objectives, and growth initiatives in the U.S. market
- Establish expansion strategies in construction management, real estate development, and investment activities

- Identify new project opportunities, including property acquisition, redevelopment, and investment structures
- Evaluate market trends within the construction and real estate sectors
- Guide the company's geographic and operational expansion strategy

2. Executive Oversight of Operations and Management – 25%

- Supervise key personnel, including the Operations Manager, Project Managers, and Business Development functions
- Establish performance metrics and monitor departmental results
- Ensure alignment between project execution, financial performance, and strategic objectives
- Oversee workforce expansion and organizational structure
- Delegate all operational, construction, and project-level responsibilities to qualified personnel

3. Business Development and Strategic Partnerships – 20%

- Lead negotiations with investors, partners, contractors, and service providers
- Establish relationships with developers, subcontractors, and real estate stakeholders
- Identify new investment opportunities and revenue streams
- Represent the company in high-level commercial discussions and partnerships
- Strengthen relationships between U.S. operations and international partners

4. Financial Strategy and Performance Oversight – 15%

- Approve budgets, project investments, and capital allocation strategies
- Monitor financial performance, profitability, and project returns
- Evaluate real estate investment opportunities and risk exposure
- Oversee pricing strategies and cost control measures
- Ensure financial sustainability and scalability of operations

5. Corporate Governance and Compliance – 10%

- Establish internal policies, procedures, and governance standards
- Ensure compliance with U.S. construction, real estate, and business regulations
- Oversee reporting structures and internal controls
- Maintain alignment between the U.S. entity and the Brazilian parent company
- Ensure proper contractual and regulatory compliance across projects

Operational and Support Roles

Project / Operations Coordinator (Full-Time)

- Coordinate day-to-day project and operational activities during the initial stages of company operations

- Assist with scheduling, project documentation, workflow organization, and execution tracking
- Support communication with contractors, vendors, consultants, and service providers
- Monitor project timelines, deliverables, and operational progress
- Support budget tracking and ensure alignment between project execution and company objectives

Administrative / Project Support (Part-Time)

- Provide administrative and clerical support for ongoing business operations and projects
- Assist with scheduling, documentation management, and internal coordination activities
- Support communication with external stakeholders, vendors, and service providers
- Assist with invoicing support, operational records, and basic financial tracking
- Maintain organized operational and project-related documentation

Project / Operations Manager

- Oversee coordination of multiple projects and operational workflows across the company
- Supervise project coordination activities, operational support functions, and vendor communication
- Ensure alignment between project execution, timelines, budgets, and company strategy
- Monitor operational performance, workflow efficiency, and project progress
- Act as the primary link between executive leadership and operational teams

Administrative Manager

- Oversee administrative operations, reporting activities, and internal organizational workflows
- Manage documentation processes, operational procedures, and internal coordination systems
- Coordinate communication between operational teams, vendors, partners, and external stakeholders
- Support invoicing, financial tracking, reporting, and internal administrative controls
- Ensure consistency, organization, and operational efficiency across business functions

Operations / Construction Assistant

- Support operational and construction coordination activities across multiple projects
- Assist with contractor communication, scheduling coordination, and project follow-up activities

- Provide support in documentation management, operational tracking, and workflow organization
- Assist in monitoring timelines, project execution progress, and quality standards

• Support field coordination activities and operational logistics as needed

Asset Manager

- Oversee the performance of real estate assets and investment-related properties
- Coordinate property management, maintenance scheduling, and vendor-related activities
- Monitor rental income, operational expenses, and overall asset performance
- Support investment analysis, acquisition evaluations, and portfolio management activities
- Ensure long-term value optimization and operational efficiency of managed properties

Operations Assistant

- Provide general operational and administrative support across company activities and projects
- Assist with coordination of internal tasks, scheduling, and workflow organization
- Support communication between project teams, operational personnel, and administrative functions
- Assist in maintaining operational organization, reporting, and efficiency
- Provide support for day-to-day operational activities as required

Financial Controller (Part-Time)

- Oversee financial reporting, accounting activities, and internal financial controls
- Monitor company financial performance, cash flow, and operational expenses
- Support budgeting, forecasting, and financial planning activities
- Ensure compliance with accounting standards, financial procedures, and regulatory requirements
- Provide financial analysis and reporting support for executive decision-making

7.0 Financial Summary

The financial plan for Yanai Development LLC provides a structured and realistic overview of the company's projected financial performance during its first five years of operation in the United States. The projections are based on a lean and scalable business model focused on construction management, real estate investment, and complementary service lines such as consulting and property-related activities.

The company operates under a management-driven and asset-light model, in which revenue is generated through project coordination, investment participation, and service-based activities,

while construction execution and specialized operational services are primarily performed by licensed third-party contractors and vendors. This structure allows the company to scale efficiently while maintaining controlled operational complexity and moderate exposure to project-related operational costs.

Based on the company's sales forecast, total revenue is projected to grow from $164,000 in Year 1 to $932,000 in Year 5, reflecting a gradual increase in project volume, expansion of real estate investment activities, and the development of recurring and complementary service lines.

Due to the company's operational model, direct cost of sales remains moderate and operationally manageable, primarily consisting of project-related support expenses such as vendor coordination, due diligence activities, inspections, software allocation, maintenance coordination, insurance allocation, and third-party project support. As a result, gross margin is projected to grow from $147,390 in Year 1 to $778,360 in Year 5, demonstrating the efficiency of the company's management and coordination-focused approach.

Net profit is projected to increase from $21,100 in Year 1 to $298,271 in Year 5, reflecting business maturation, improved operational efficiency, and increased project activity. Variations in profitability across certain years, particularly in Year 3, are associated with workforce expansion and strategic reinvestment to support future growth.

As operations expand, payroll expenses increase in alignment with the company's staffing plan, supporting job creation across administrative, coordination, asset management, and financial functions. This growth contributes directly to the local economy.

Additionally, the company is projected to generate approximately $248,538 in total tax contributions over five years, including federal, state, and payroll taxes, reinforcing its positive economic impact in the United States.

Overall, the financial projections demonstrate that Yanai Development LLC is positioned to operate as a financially sustainable, scalable, and low-risk enterprise, capable of supporting long-term growth in the U.S. real estate and construction management sectors.

7.1 Break-even Analysis

The break-even analysis identifies the level of revenue required for Yanai Development LLC to cover its operating expenses and maintain financially sustainable operations during its initial growth phase. Based on the company's projected cost structure, hybrid operational model, and management-focused business strategy, Yanai Development LLC is expected to reach its break-even point at approximately:

- **Monthly Revenue Break-even:** $11,190

This estimate is based on the following assumptions:

- **Average Per-Unit Revenue:** $32,800
- **Average Per-Unit Variable Cost:** $3,322
- **Estimated Monthly Fixed Costs:** $10,057

The company's operational structure combines internal personnel responsible for coordination, administration, project oversight, reporting, budgeting, and operational management with licensed third-party contractors, subcontractors, vendors, and specialized service providers responsible for construction execution, inspections, maintenance activities, and technical services.

As a result, Yanai Development LLC maintains a relatively lean and scalable cost structure while still incorporating moderate variable costs associated with:

- Vendor onboarding;
- Project due diligence;
- Inspections and reporting;
- Software allocation;
- Insurance allocation;
- Legal and accounting support by project;
- Third-party project coordination;
- Maintenance vendor coordination.

At the projected break-even level, the company is expected to fully cover its fixed operating expenses, including payroll, rent, utilities, administrative support, insurance, and general operational overhead. The break-even analysis also functions as an important management and financial planning tool, allowing executive leadership to monitor operational efficiency, evaluate project volume requirements, and maintain disciplined financial oversight throughout the company's growth cycle.

Break-even Analysis Chart

Break-even Analysis	
Monthly Revenue Break-even	$11,190
Assumptions:	
Average Per-Unit Revenue	$32,800.00
Average Per-Unit Variable Cost	$3,322.00
Estimated Monthly Fixed Cost	**$10,057**

7.2 Profit and Loss Assumptions

Yanai Development LLC is projected to achieve gradual and scalable financial growth during its first five years of operation, supported by a lean, management-focused business model that combines construction management, real estate investment activities, and complementary service lines such as consulting, property management, and maintenance-related services.

Total revenue is projected to grow from $164,000 in Year 1 to $932,000 in Year 5, driven by the progressive increase in project volume, expansion of real estate investment activities, growth in property-related services, and the gradual development of recurring revenue streams. This growth reflects a conservative and operationally aligned scaling strategy consistent with the company's staffing structure, operational capacity, and phased expansion model.

Unlike previous projections, the company now incorporates moderate direct costs of sales associated with operational support and project coordination activities. Direct cost of sales is projected to increase from $16,610 in Year 1 to $153,640 in Year 5. These costs include vendor onboarding, inspections, software allocation, legal and accounting support by project, insurance allocation, maintenance vendor coordination, due diligence activities, and third-party project support services.

Although the company utilizes licensed subcontractors and specialized vendors for physical construction execution and technical services, Yanai Development LLC maintains internal operational oversight and coordination responsibilities, resulting in a more realistic and operationally balanced cost structure.

Gross margin is projected to increase from $147,390 in Year 1 to $778,360 in Year 5. Gross margin percentages gradually adjust from approximately 89.87% in Year 1 to 83.52% in Year 5 as project activity and operational coordination requirements increase over time.

Operating expenses also increase progressively as the company expands its workforce and internal operational structure. Total operating expenses are projected to grow from $120,682 in Year 1 to $400,801 in Year 5, with payroll representing the company's largest operating expense. This reflects the company's phased hiring strategy and the gradual implementation of operational, administrative, asset management, and financial support functions.

Additional operating expenses, including marketing, rent, utilities, insurance, and payroll taxes, increase moderately over time in alignment with business expansion while maintaining a disciplined and financially controlled operational structure.

As a result, profit before taxes is projected to increase from $26,708 in Year 1 to $377,559 in Year 5. After accounting for taxes, net profit is projected to grow from $21,100 in Year 1 to $298,271 in Year 5, demonstrating the company's ability to generate increasing profitability while scaling operations in a controlled and sustainable manner.

Year 3 reflects a temporary moderation in profitability, with net profit projected at $71,188. This variation is primarily associated with the expansion of payroll and operational infrastructure during that period, as the company increases internal staffing capacity to support future operational growth and higher project volume. From Year 4 onward, profitability increases significantly as revenue growth outpaces operating expenses and the company benefits from greater operational leverage.

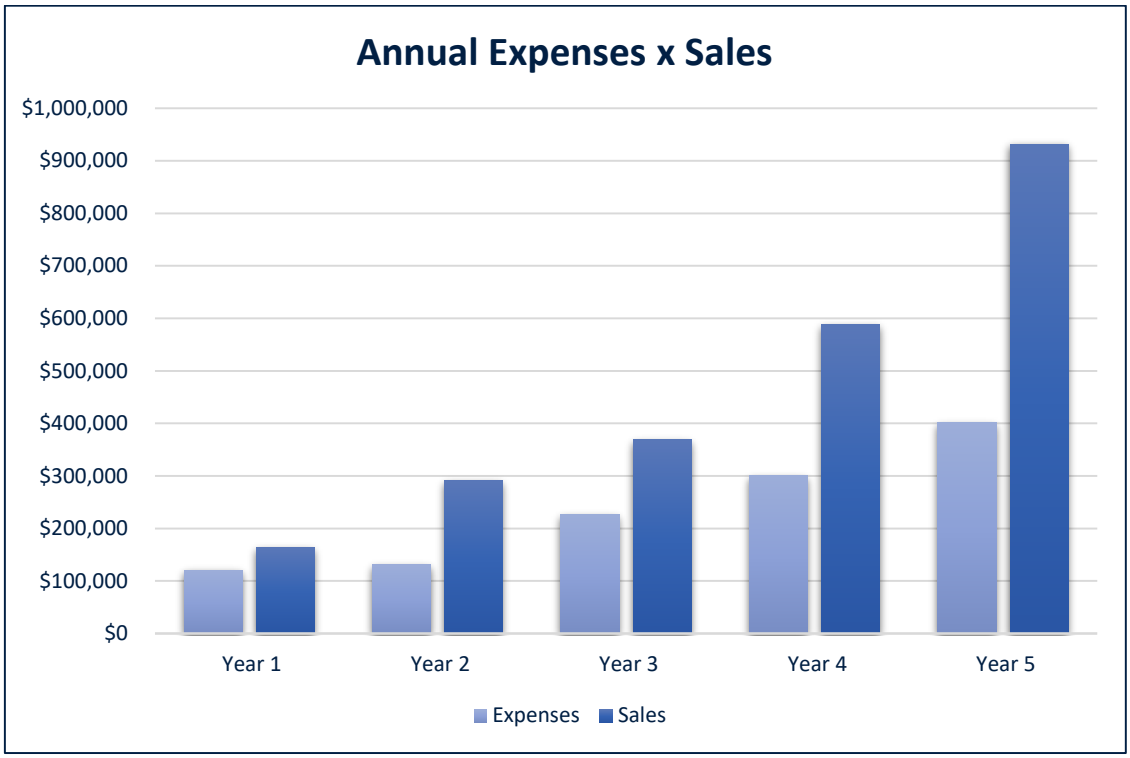
Net profit margins vary throughout the projection period, ranging from approximately 12.87% in Year 1 to 32.00% in Year 5. These fluctuations reflect the company's phased growth strategy, operational investments, and the long-term scalability of its hybrid management and coordination business model.

Overall, the profit and loss projections demonstrate that Yanai Development LLC is positioned as a financially viable, scalable, and operationally sustainable enterprise, capable of supporting long-term growth through disciplined cost management, diversified revenue streams, and a structured expansion strategy aligned with its operational capacity and market opportunities.

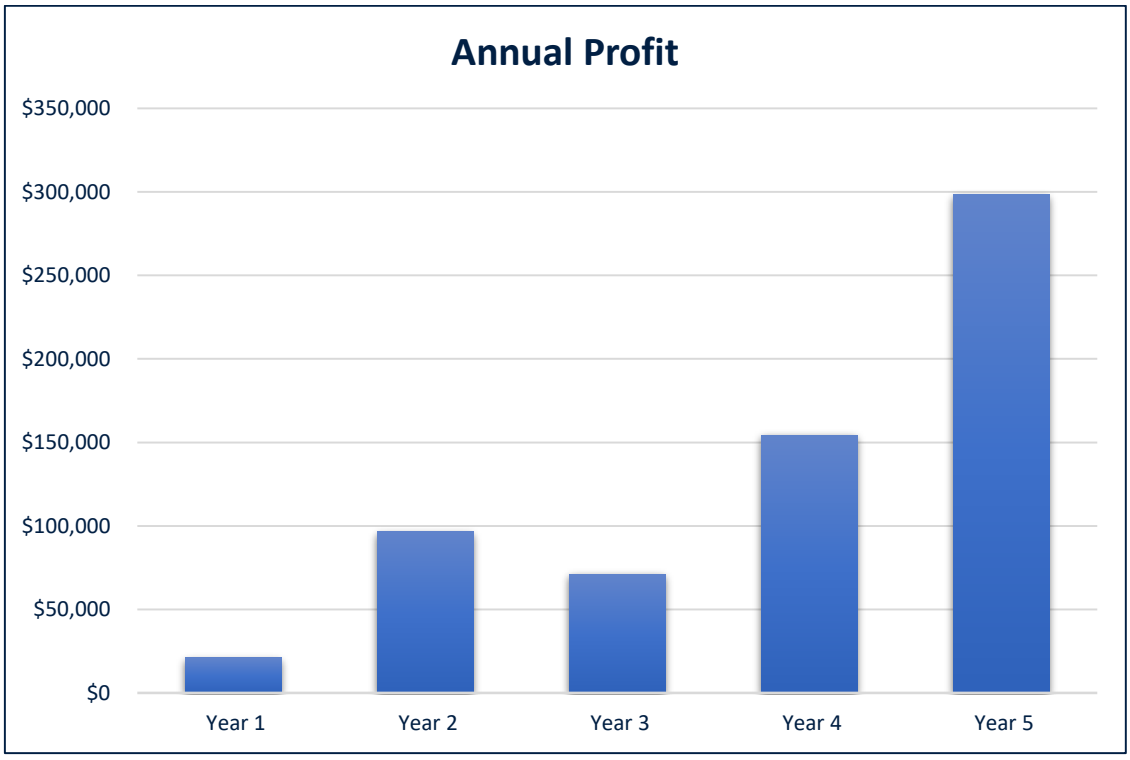
Annual Profit and Loss Table

Pro Forma Profit and Loss					
	Year 1	Year 2	Year 3	Year 4	Year 5
Sales	$164,000	$290,500	$369,000	$587,500	$932,000
Direct Cost of Sales	$16,610	$37,670	$52,290	$91,950	$153,640
Total Cost of Sales	$16,610	$37,670	$52,290	$91,950	$153,640
Gross Margin	$147,390	$252,830	$316,710	$495,550	$778,360
Gross Margin %	89.87%	87.03%	85.83%	84.35%	83.52%
Expenses					
Payroll	$100,000	$108,000	$196,000	$263,000	$355,000
Marketing/Promotion	$3,000	$3,300	$3,630	$3,993	$4,392
Depreciation	$0	$0	$0	$0	$0
Rent	$6,600	$6,930	$7,277	$7,640	$8,022
Utilities/Internet/Phone	$2,160	$2,592	$3,110	$3,732	$4,479
Insurance	$1,440	$1,512	$1,588	$1,667	$1,750
Payroll Taxes	$7,482	$8,262	$14,994	$20,120	$27,158
Total Operating Expenses	$120,682	$130,596	$226,599	$300,152	$400,801
Profit Before Interest and Taxes	$26,708	$122,234	$90,112	$195,398	$377,559
EBITDA	$26,708	$122,234	$90,112	$195,398	$377,559
Taxes Incurred	$5,609	$25,669	$18,923	$41,034	$79,287
Net Profit	$21,100	$96,565	$71,188	$154,364	$298,271
Net Profit/Sales	**12.87%**	**33.24%**	**19.29%**	**26.27%**	**32.00%**

Annual Expenses x Sales Chart



Annual Profit Chart



7.3 Cash Flow Assumptions

The cash flow projections for Yanai Development LLC reflect a conservative and well-structured financial strategy designed to maintain liquidity while supporting the company's gradual operational growth in construction management, real estate investment, and related service activities.

Cash inflows are generated exclusively from operating activities, including construction management services, consulting engagements, property management activities, maintenance-related services, and real estate investment operations. Total cash received is projected to grow from $164,000 in Year 1 to $932,000 in Year 5, following the company's revenue growth trajectory and reflecting the steady expansion of its project portfolio and complementary service lines.

Cash outflows consist primarily of operating expenses, including payroll, administrative costs, project coordination expenses, vendor management support, insurance, rent, utilities, and general operational expenditures. Total cash spending is projected to increase from $142,900 in Year 1 to $619,459 in Year 5, reflecting the company's phased hiring strategy, increasing project volume, and operational expansion.

As a result, Yanai Development LLC is expected to maintain positive cash flow throughout the entire projection period. Net cash flow is projected to increase from $21,100 in Year 1 to $298,271 in Year 5, demonstrating the company's ability to generate increasing operational surplus while maintaining a scalable and financially disciplined business model.

A temporary moderation in net cash flow occurs in Year 3, with projected net cash flow of $71,188. This variation is primarily associated with increased operating expenses and workforce expansion during that period, as the company strengthens its internal operational structure to support future project growth and increased business activity. From Year 4 onward, cash flow improves significantly as revenue growth outpaces operating costs and the company benefits from increased operational leverage.

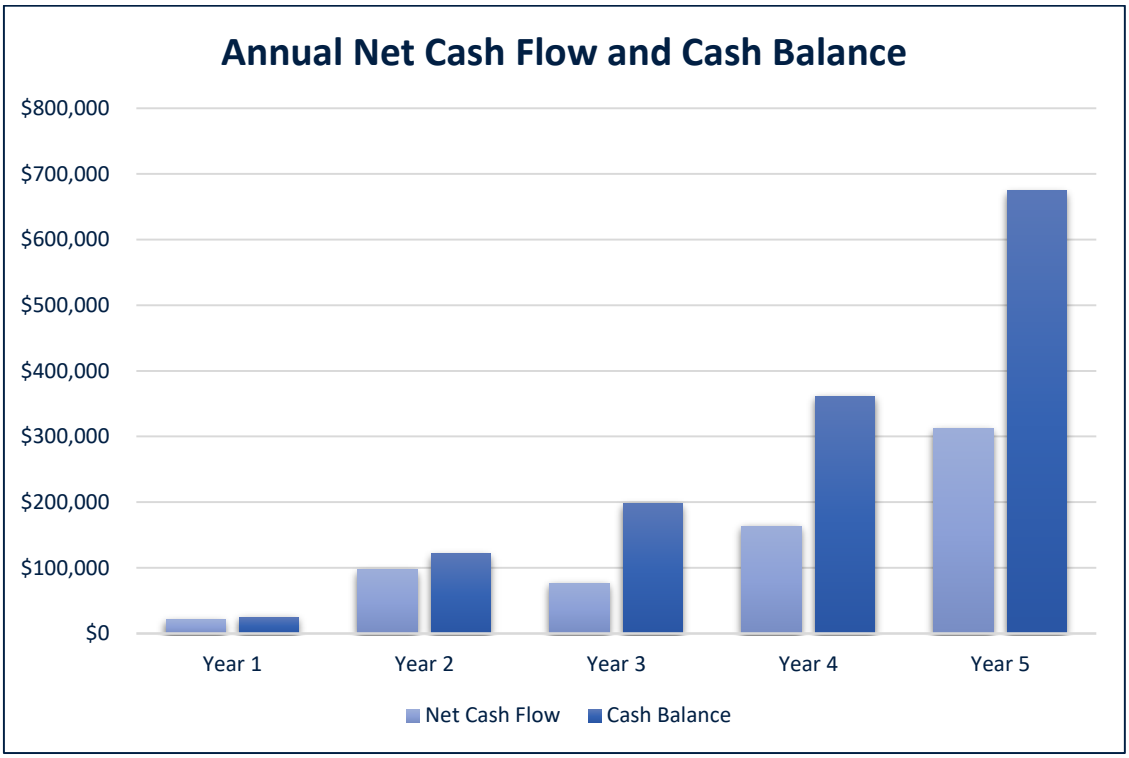
The company's cash balance is projected to grow steadily from $24,850 in Year 1 to $645,238 in Year 5, ensuring sufficient liquidity to support ongoing operations, absorb timing differences between receivables and expenditures, and reinvest in future business expansion opportunities.

Overall, the cash flow projections demonstrate that Yanai Development LLC is well positioned to maintain strong liquidity, financial stability, and sustainable long-term growth. The company's disciplined financial management, hybrid operational structure, and diversified revenue model support its ability to scale operations while maintaining controlled financial risk within the U.S. construction and real estate sectors.

Annual Cash Flow Table

Pro Forma Cash Flow					
	Year 1	Year 2	Year 3	Year 4	Year 5
Cash Received					
Cash from Operations					
Cash Sales	$82,000	$145,250	$184,500	$293,750	$466,000
Cash from Receivables	$82,000	$145,250	$184,500	$293,750	$466,000
Subtotal Cash from Operations	$164,000	$290,500	$369,000	$587,500	$932,000
Additional Cash Received					
Non-Operating (Other) Income	$0	$0	$0	$0	$0
Sales Tax, VAT, HST/GST Received	$0	$0	$0	$0	$0
New Current Borrowing	$0	$0	$0	$0	$0
New Other Liabilities (interest-free)	$0	$0	$0	$0	$0
New Long-term Liabilities	$0	$0	$0	$0	$0
Sales of Other Current Assets	$0	$0	$0	$0	$0
Sales of Long-term Assets	$0	$0	$0	$0	$0
New Investment Received	$0	$0	$0	$0	$0
Subtotal Cash Received	$164,000	$290,500	$369,000	$587,500	$932,000
Expenditures	Year 1	Year 2	Year 3	Year 4	Year 5
Expenditures from Operations					
Cash Spending	$142,900	$193,614	$292,483	$424,084	$619,459
Bill Payments	$0	$0	$0	$0	$0
Subtotal Spent on Operations	$142,900	$193,614	$292,483	$424,084	$619,459
Additional Cash Spent					
Non-Operating (Other) Expense	$0	$0	$0	$0	$0
Sales Tax, VAT, HST/GST Paid Out	$0	$0	$0	$0	$0
Principal Repayment of Current Borrowing	$0	$0	$0	$0	$0
Other Liabilities Principal Repayment	$0	$0	$0	$0	$0
Long-term Liabilities Principal Repayment	$0	$0	$0	$0	$0
Purchase Other Current Assets	$0	$0	$0	$0	$0
Purchase Long-term Assets	$0	$0	$0	$0	$0
Dividends	$0	$0	$0	$0	$0
Subtotal Cash Spent	$142,900	$193,614	$292,483	$424,084	$619,459
Net Cash Flow	$21,100	$96,565	$71,188	$154,364	$298,271
Cash Balance	**$24,850**	**$121,414**	**$192,603**	**$346,967**	**$645,238**

Annual Net Cash Flow and Cash Balance Chart



7.4 Balance Sheet Assumptions

The pro forma balance sheet for Yanai Development LLC reflects a conservative and financially disciplined structure, supported entirely by internal funding and retained earnings generated through its operations in construction management, real estate investment, and related service activities.

Total assets are projected to grow from $24,850 in Year 1 to $645,238 in Year 5, driven primarily by the accumulation of cash as the company generates consistent positive cash flow and expands its revenue base.

The company maintains a simplified and highly liquid asset structure, with current assets representing 100% of total assets throughout the projection period. This structure is consistent with the company's asset-light, management-driven business model, which does not require significant investment in fixed assets or infrastructure.

The primary component of the company's asset base is:

• Cash: Projected to increase from $24,850 in Year 1 to $645,238 in Year 5, reflecting consistent cash flow generation, disciplined cost management, and the reinvestment of profits into business operations

No accounts receivable or inventory are recorded on the balance sheet, reflecting a simplified financial structure and a conservative approach to cash-based operations.

The projections assume no liabilities throughout the five-year period, as the company does not rely on external debt financing or credit facilities. This results in a low-risk financial structure and demonstrates strong operational independence and financial stability.

Total equity is projected to increase from $24,850 in Year 1 to $645,238 in Year 5, driven by retained earnings and consistent profitability. Paid-in capital remains stable at $15,000, while retained earnings and accumulated profits grow progressively over time.

Retained earnings transition from an initial negative position of ($11,250) in Year 1, reflecting startup-related expenses, to $331,967 in Year 5, demonstrating the company's ability to generate and reinvest profits as operations mature.

Annual Balance Sheet Table

Pro Forma Balance Sheet					
	Year 1	Year 2	Year 3	Year 4	Year 5
Assets					
Current Assets					
Cash	$24,850	$121,414	$192,603	$346,967	$645,238
Accounts Receivable	$0	$0	$0	$0	$0
Inventory	$0	$0	$0	$0	$0
Other Current Assets	$0	$0	$0	$0	$0
Total Current Assets	$24,850	$121,414	$192,603	$346,967	$645,238
Long-term Assets					
Long-term Assets	$0	$0	$0	$0	$0
Accumulated Depreciation	$0	$0	$0	$0	$0
Total Long-term Assets	$0	$0	$0	$0	$0
Total Assets	$24,850	$121,414	$192,603	$346,967	$645,238
Liabilities and Capital	Year 1	Year 2	Year 3	Year 4	Year 5
Current Liabilities					
Accounts Payable	$0	$0	$0	$0	$0
Current Borrowing	$0	$0	$0	$0	$0
Other Current Liabilities	$0	$0	$0	$0	$0
Subtotal Current Liabilities	$0	$0	$0	$0	$0
Long-term Liabilities	$0	$0	$0	$0	$0
Total Liabilities	$0	$0	$0	$0	$0
Paid-in Capital	$15,000	$15,000	$15,000	$15,000	$15,000
Retained Earnings	($11,250)	$9,850	$106,414	$177,603	$331,967
Earnings	$21,100	$96,565	$71,188	$154,364	$298,271
Total Capital	$24,850	$121,414	$192,603	$346,967	$645,238
Total Liabilities and Capital	$24,850	$121,414	$192,603	$346,967	$645,238
Net Worth	**$24,850**	**$121,414**	**$192,603**	**$346,967**	**$645,238**

APPENDIX

Monthly Sales Forecast Table

Sales Forecast												
		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Unit Sales													
Construction Management		0	1	0	0	0	0	0	0	0	0	0	0
Consulting		1	0	0	0	0	0	0	0	0	0	0	0
Property Management		1	0	0	0	0	0	0	0	0	0	0	0
Property Maintenance		0	1	0	0	0	0	0	0	0	0	0	0
House Flipping		0	0	0	0	0	0	0	0	1	0	0	0
Total Unit Sales		2	2	0	0	0	0	0	0	1	0	0	0
Unit Prices		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Construction Management		$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00
Consulting		$81,000.00	$81,000.00	$81,000.00	$81,000.00	$81,000.00	$81,000.00	$81,000.00	$81,000.00	$81,000.00	$81,000.00	$81,000.00	$81,000.00
Property Management		$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00
Property Maintenance		$24,000.00	$24,000.00	$24,000.00	$24,000.00	$24,000.00	$24,000.00	$24,000.00	$24,000.00	$24,000.00	$24,000.00	$24,000.00	$24,000.00
House Flipping		$35,000.00	$35,000.00	$35,000.00	$35,000.00	$35,000.00	$35,000.00	$35,000.00	$35,000.00	$35,000.00	$35,000.00	$35,000.00	$35,000.00
Sales													
Construction Management		$0	$20,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Consulting		$81,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Property Management		$4,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Property Maintenance		$0	$24,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
House Flipping		$0	$0	$0	$0	$0	$0	$0	$0	$35,000	$0	$0	$0
Total Sales		$85,000	$44,000	$0	$0	$0	$0	$0	$0	$35,000	$0	$0	$0
Direct Unit Costs		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Construction Management		$1,600.00	$1,600.00	$1,600.00	$1,600.00	$1,600.00	$1,600.00	$1,600.00	$1,600.00	$1,600.00	$1,600.00	$1,600.00	$1,600.00
Consulting		$6,480.00	$6,480.00	$6,480.00	$6,480.00	$6,480.00	$6,480.00	$6,480.00	$6,480.00	$6,480.00	$6,480.00	$6,480.00	$6,480.00
Property Management		$400.00	$400.00	$400.00	$400.00	$400.00	$400.00	$400.00	$400.00	$400.00	$400.00	$400.00	$400.00
Property Maintenance		$2,880.00	$2,880.00	$2,880.00	$2,880.00	$2,880.00	$2,880.00	$2,880.00	$2,880.00	$2,880.00	$2,880.00	$2,880.00	$2,880.00
House Flipping		$5,250.00	$5,250.00	$5,250.00	$5,250.00	$5,250.00	$5,250.00	$5,250.00	$5,250.00	$5,250.00	$5,250.00	$5,250.00	$5,250.00
Direct Cost of Sales													
Construction Management		$0	$1,600	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Consulting		$6,480	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Property Management		$400	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Property Maintenance		$0	$2,880	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
House Flipping		$0	$0	$0	$0	$0	$0	$0	$0	$5,250	$0	$0	$0
Subtotal Direct Cost of Sales		**$6,880**	**$4,480**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$5,250**	**$0**	**$0**	**$0**

Monthly Personnel Plan Table

Personnel Plan													
		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Executive Director - Mr. Marcelo Kenji Gomes Yanai		$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750
Project/ Operations Coordinator (Full-Time)		$3,200	$3,200	$3,200	$3,200	$3,200	$3,200	$3,200	$3,200	$3,200	$3,200	$4,000	$4,000
Administrative / Project Support PT		$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200	$1,800
Project / Operations Manager		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Administrative Manager		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Operations / Construction Assistant		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Asset Manager		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Operations Assistant		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Financial Controller (PT)		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total People		3	3	3	3	3	3	3	3	3	3	3	3
Total Payroll		**$8,150**	**$8,150**	**$8,150**	**$8,150**	**$8,150**	**$8,150**	**$8,150**	**$8,150**	**$8,150**	**$8,150**	**$8,950**	**$9,550**

Monthly Profit and Loss Table

Pro Forma Profit and Loss													
		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Sales		$85,000	$44,000	$0	$0	$0	$0	$0	$0	$35,000	$0	$0	$0
Direct Cost of Sales		$6,880	$4,480	$0	$0	$0	$0	$0	$0	$5,250	$0	$0	$0
Total Cost of Sales		$6,880	$4,480	$0	$0	$0	$0	$0	$0	$5,250	$0	$0	$0
Gross Margin		$78,120	$39,520	$0	$0	$0	$0	$0	$0	$29,750	$0	$0	$0
Gross Margin %		91.91%	89.82%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	85.00%	0.00%	0.00%	0.00%
Expenses													
Payroll		$8,150	$8,150	$8,150	$8,150	$8,150	$8,150	$8,150	$8,150	$8,150	$8,150	$8,950	$9,550
Marketing/Promotion		$250	$250	$250	$250	$250	$250	$250	$250	$250	$250	$250	$250
Rent		$550	$550	$550	$550	$550	$550	$550	$550	$550	$550	$550	$550
Utilities/Internet/Phone		$180	$180	$180	$180	$180	$180	$180	$180	$180	$180	$180	$180
Insurance		$120	$120	$120	$120	$120	$120	$120	$120	$120	$120	$120	$120
Payroll Taxes	8%	$623	$623	$623	$623	$623	$623	$623	$623	$623	$623	$623	$623
Total Operating Expenses		$9,873	$9,873	$9,873	$9,873	$9,873	$9,873	$9,873	$9,873	$9,873	$9,873	$10,673	$11,273
Profit Before Interest and Taxes		$68,247	$29,647	($9,873)	($9,873)	($9,873)	($9,873)	($9,873)	($9,873)	$19,877	($9,873)	($10,673)	($11,273)
EBITDA		$68,247	$29,647	($9,873)	($9,873)	($9,873)	($9,873)	($9,873)	($9,873)	$19,877	($9,873)	($10,673)	($11,273)
Taxes Incurred		$14,332	$6,226	($2,073)	($2,073)	($2,073)	($2,073)	($2,073)	($2,073)	$4,174	($2,073)	($2,241)	($2,367)
Net Profit		$53,915	$23,421	($7,800)	($7,800)	($7,800)	($7,800)	($7,800)	($7,800)	$15,702	($7,800)	($8,432)	($8,906)
Net Profit/Sales		**63.43%**	**53.23%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**44.86%**	**0.00%**	**0.00%**	**0.00%**

Monthly Cash Flow Table

Pro Forma Cash Flow													
		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Cash Received													
Cash from Operations													
Cash Sales		$42,500	$22,000	$0	$0	$0	$0	$0	$0	$17,500	$0	$0	$0
Cash from Receivables		$1,417	$41,817	$21,267	$0	$0	$0	$0	$0	$583	$16,917	$0	$0
Subtotal Cash from Operations		$43,917	$63,817	$21,267	$0	$0	$0	$0	$0	$18,083	$16,917	$0	$0
Additional Cash Received													
Non-Operating (Other) Income		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Sales Tax, VAT, HST/GST Received	0.00%	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
New Current Borrowing		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
New Other Liabilities (interest-free)		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
New Long-term Liabilities		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Sales of Other Current Assets		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Sales of Long-term Assets		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
New Investment Received		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Subtotal Cash Received		$43,917	$63,817	$21,267	$0	$0	$0	$0	$0	$18,083	$16,917	$0	$0
Expenditures		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Expenditures from Operations													
Cash Spending		$31,085	$20,579	$7,800	$7,800	$7,800	$7,800	$7,800	$7,800	$19,298	$7,800	$8,432	$8,906
Bill Payments		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Subtotal Spent on Operations		$31,085	$20,579	$7,800	$7,800	$7,800	$7,800	$7,800	$7,800	$19,298	$7,800	$8,432	$8,906
Additional Cash Spent													
Non-Operating (Other) Expense		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Sales Tax, VAT, HST/GST Paid Out		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Principal Repayment of Current Borrowing		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Other Liabilities Principal Repayment		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Long-term Liabilities Principal Repayment		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Purchase Other Current Assets		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Purchase Long-term Assets		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Dividends		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Subtotal Cash Spent		$31,085	$20,579	$7,800	$7,800	$7,800	$7,800	$7,800	$7,800	$19,298	$7,800	$8,432	$8,906
Net Cash Flow		$12,831	$43,237	$13,467	($7,800)	($7,800)	($7,800)	($7,800)	($7,800)	($1,214)	$9,117	($8,432)	($8,906)
Cash Balance		**$16,581**	**$59,819**	**$73,285**	**$65,485**	**$57,685**	**$49,885**	**$42,085**	**$34,285**	**$33,071**	**$42,188**	**$33,756**	**$24,850**

Monthly Balance Sheet Table

Pro Forma Balance Sheet													
		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Assets	Starting Balances												
Current Assets													
Cash	$3,750	$16,581	$59,819	$73,285	$65,485	$57,685	$49,885	$42,085	$34,285	$33,071	$42,188	$33,756	$24,850
Accounts Receivable	$0	$41,083	$21,267	$0	$0	$0	$0	$0	$0	$16,917	$0	$0	$0
Inventory	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Other Current Assets	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total Current Assets	$3,750	$57,665	$81,086	$73,285	$65,485	$57,685	$49,885	$42,085	$34,285	$49,988	$42,188	$33,756	$24,850
Long-term Assets													
Long-term Assets	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Accumulated Depreciation	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total Long-term Assets	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total Assets	$3,750	$57,665	$81,086	$73,285	$65,485	$57,685	$49,885	$42,085	$34,285	$49,988	$42,188	$33,756	$24,850
Liabilities and Capital		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Current Liabilities													
Accounts Payable	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Current Borrowing	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Other Current Liabilities	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Subtotal Current Liabilities	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Long-term Liabilities	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total Liabilities	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Paid-in Capital	$15,000	$15,000	$15,000	$15,000	$15,000	$15,000	$15,000	$15,000	$15,000	$15,000	$15,000	$15,000	$15,000
Retained Earnings	($11,250)	($11,250)	($11,250)	($11,250)	($11,250)	($11,250)	($11,250)	($11,250)	($11,250)	($11,250)	($11,250)	($11,250)	($11,250)
Earnings	$0	$53,915	$77,336	$69,535	$61,735	$53,935	$46,135	$38,335	$30,535	$46,238	$38,438	$30,006	$21,100
Total Capital	$3,750	$57,665	$81,086	$73,285	$65,485	$57,685	$49,885	$42,085	$34,285	$49,988	$42,188	$33,756	$24,850
Total Liabilities and Capital	$3,750	$57,665	$81,086	$73,285	$65,485	$57,685	$49,885	$42,085	$34,285	$49,988	$42,188	$33,756	$24,850
Net Worth	**$3,750**	**$57,665**	**$81,086**	**$73,285**	**$65,485**	**$57,685**	**$49,885**	**$42,085**	**$34,285**	**$49,988**	**$42,188**	**$33,756**	**$24,850**

Exhibit B Brazilian Companies: Corporate Existence, Ownership, Financial Capacity, Ongoing Operations, Management Systems, Contracts, and Organizational Structure

FEDERATIVE REPUBLIC OF BRAZIL

NATIONAL REGISTER OF LEGAL ENTITIES

REGISTRATION NUMBER	CERTIFICATE OF ENROLLMENT AND REGISTRATION STATUS	DATE OF INCORPORATION
52.132.442/0001-95 **HEAD OFFICE**		**09/11/2023**

COMPANY NAME
YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA

TRADE NAME (DBA)	SIZE
YANAI CONSTRUTORA	**OTHERS**

CODE AND DESCRIPTION OF MAIN ECONOMIC ACTIVITY
43.99-1-01 - Construction management services

CODE AND DESCRIPTION OF SECONDARY ECONOMIC ACTIVITIES
41.20-4-00 - Construction of buildings
47.61-0-01 - Retail sale of books
47.89-0-05 - Retail sale of household sanitizing products
63.11-9-00 - Data processing, application service providers, and internet hosting services
64.63-8-00 - Other equity participation companies, except holding companies
68.10-2-01 - Purchase and sale of own real estate properties
71.12-0-00 - Engineering services
81.29-0-00 - Cleaning activities not previously specified
82.19-9-99 - Document preparation and specialized administrative support services not previously specified
85.99-6-04 - Professional and managerial development training

CODE AND DESCRIPTION OF LEGAL NATURE
206-2 - Limited Liability Company

ADDRESS	NUMBER	UNIT
R DOUTOR CLEMENTE HOLTMAN JUNIOR	**347**	**THIRD FLOOR ROOM 37 LIBERAL CENTER BUILDING CONDOMINIUM**

ZIP CODE	NEIGHBORHOOD/DISTRICT	CITY	STATE
13.911-082	**FRAZATTO**	**JAGUARIUNA**	**SP**

EMAIL ADDRESS	PHONE NUMBER
TRADICAO@TRADICAONLINE.COM.BR	**(19) 3847-4444**

RESPONSIBLE FEDERAL ENTITY (RFE)
******

REGISTRATION STATUS	REGISTRATION STATUS DATE
ACTIVE	**09/11/2023**

REASON FOR REGISTRATION STATUS

SPECIAL STATUS	SPECIAL STATUS DATE
*******	*******

It was approved by Normative Instruction RFB No. 2.119, dated December 6, 2022.

It was issued on **07/23/2025** at **11:12:39 PM** (Brasília date and time). Page: **1/1**

I, Marina Viana Silva, telephone number 415 425-2508, mailing address P.O. Box 90487, San Diego, CA 92169, certify that I have performed the professional translation of this document from Portuguese to English, as a qualified translator fluent in both languages, and that the following is an accurate and complete translation of the document.

Marina Viana

Date: May 14, 2026

REPÚBLICA FEDERATIVA DO BRASIL

CADASTRO NACIONAL DA PESSOA JURÍDICA

NÚMERO DE INSCRIÇÃO	COMPROVANTE DE INSCRIÇÃO E DE SITUAÇÃO CADASTRAL	DATA DE ABERTURA
52.132.442/0001-95 **MATRIZ**		**11/09/2023**

NOME EMPRESARIAL
YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA

TÍTULO DO ESTABELECIMENTO (NOME DE FANTASIA)	PORTE
YANAI CONSTRUTORA	**DEMAIS**

CÓDIGO E DESCRIÇÃO DA ATIVIDADE ECONÔMICA PRINCIPAL
43.99-1-01 - Administração de obras

CÓDIGO E DESCRIÇÃO DAS ATIVIDADES ECONÔMICAS SECUNDÁRIAS
41.20-4-00 - Construção de edifícios
47.61-0-01 - Comércio varejista de livros
47.89-0-05 - Comércio varejista de produtos saneantes domissanitários
63.11-9-00 - Tratamento de dados, provedores de serviços de aplicação e serviços de hospedagem na internet
64.63-8-00 - Outras sociedades de participação, exceto holdings
68.10-2-01 - Compra e venda de imóveis próprios
71.12-0-00 - Serviços de engenharia
81.29-0-00 - Atividades de limpeza não especificadas anteriormente
82.19-9-99 - Preparação de documentos e serviços especializados de apoio administrativo não especificados anteriormente
85.99-6-04 - Treinamento em desenvolvimento profissional e gerencial

CÓDIGO E DESCRIÇÃO DA NATUREZA JURÍDICA
206-2 - Sociedade Empresária Limitada

LOGRADOURO	NÚMERO	COMPLEMENTO
R DOUTOR CLEMENTE HOLTMAN JUNIOR	**347**	**PAVMTOTERCEIRO SALA 37 COND EDIF LIBERAL CENTER**

CEP	BAIRRO/DISTRITO	MUNICÍPIO	UF
13.911-082	**FRAZATTO**	**JAGUARIUNA**	**SP**

ENDEREÇO ELETRÔNICO	TELEFONE
TRADICAO@TRADICAONLINE.COM.BR	**(19) 3847-4444**

ENTE FEDERATIVO RESPONSÁVEL (EFR)
*****

SITUAÇÃO CADASTRAL	DATA DA SITUAÇÃO CADASTRAL
ATIVA	**11/09/2023**

MOTIVO DE SITUAÇÃO CADASTRAL

SITUAÇÃO ESPECIAL	DATA DA SITUAÇÃO ESPECIAL
********	********

Aprovado pela Instrução Normativa RFB nº 2.119, de 06 de dezembro de 2022.

Emitido no dia **23/07/2025** às **23:12:39** (data e hora de Brasília). Página: **1/1**

Query of the Partners and Managers Chart - QSA

CNPJ:
52.132.442/0001-95
Corporate Name:
YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA
Share Capital:
R$ 30,000.00 (Thirty thousand reais)

The Partners and Managers Chart (QSA) listed in the database of the National Registry of Legal Entities (CNPJ) is as follows:

Name/Corporate Name:
JOAO MIGUEL CARPINETTI FERRAO
Position:
49 - Managing Partner

Name/Corporate Name:
MARCELO KENJI GOMES YANAI
Position:
49 - Managing Partner

For information regarding participation in the QSA, access the e-CAC with a digital certificate or visit a Brazilian Federal Revenue Service (RFB) unit.

Issued on **03/17/2026** at **11:49 AM** (Brasilia time).

I, Marina Viana Silva, telephone number 415 425-2508, mailing address P.O. Box 90487, San Diego, CA 92169, certify that I have performed the professional translation of this document from Portuguese to English, as a qualified translator fluent in both languages, and that the following is an accurate and complete translation of the document.

Marina Viana

Date: May 14, 2026.

Consulta Quadro de Sócios e Administradores - QSA

CNPJ:
52.132.442/0001-95
NOME EMPRESARIAL:
YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA
CAPITAL SOCIAL:
R$30.000,00 (Trinta mil reais)

O Quadro de Sócios e Administradores(QSA) constante da base de dados do Cadastro Nacional da Pessoa Jurídica (CNPJ) é o seguinte:

Nome/Nome Empresarial:
JOAO MIGUEL CARPINETTI FERRAO
Qualificação:
49-Sócio-Administrador

Nome/Nome Empresarial:
MARCELO KENJI GOMES YANAI
Qualificação:
49-Sócio-Administrador

Para informações relativas à participação no QSA, acessar o e-CAC com certificado digital ou comparecer a uma unidade da RFB.

Emitido no dia **17/03/2026** às **11:49** (data e hora de Brasília).

GOVERNMENT OF THE STATE OF SÃO PAULO
SECRETARIAT OF ECONOMIC DEVELOPMENT
COMMERCIAL REGISTRY OF THE STATE OF SÃO PAULO

SÃO PAULO STATE GOVERNMENT

JUCESP

SIMPLIFIED CERTIFICATE

WE HEREBY CERTIFY THAT THE INFORMATION BELOW IS RECORDED IN THE DOCUMENTS FILED WITH THIS COMMERCIAL REGISTRY AND IS VALID AS OF THE DATE OF ITS ISSUANCE.

IF THERE ARE SUBSEQUENT FILINGS, THIS CERTIFICATE SHALL LOSE ITS VALIDITY.

THE AUTHENTICITY OF THIS CERTIFICATE AND THE EXISTENCE OF SUBSEQUENT FILINGS, IF ANY, MAY BE VERIFIED ON THE WEBSITE WWW.JUCESPONLINE.SP.GOV.BR, USING THE AUTHENTICATION CODE PROVIDED AT THE END OF THIS DOCUMENT.

COMPANY

NIRE	REGISTRATION	DATE OF INCORPORATION	COMMENCEMENT OF ACTIVITIES	TERM OF DURATION
35262161582		09/11/2023	09/08/2023	INDEFINITE TERM

TRADE NAME: YANAI GESTAO DEOBRAS E CONSTRUCOES LTDA

ESTABLISHMENT NAME	LEGAL TYPE
	LIMITED LIABILITY COMPANY

C.N.P.J.	ADDRESS	NUMBER	COMPLEMENT
52.132.442/0001-95	RUA DOUTOR CLEMENTE HOLTMAN JUNIOR	347	THIRD FLOOR

NEIGHBORHOOD	CITY	STATE	ZIP CODE	CURRENCY	SHARE CAPITAL
FRAZATTO	JAGUARIUNA	SP	13911-082	R$	30,000.00

CORPORATE PURPOSE

CONSTRUCTION MANAGEMENT SERVICES
CONSTRUCTION OF BUILDINGS
RETAIL SALE OF BOOKS
RETAIL SALE OF HOUSEHOLD SANITIZING PRODUCTS
DATA PROCESSING, APPLICATION SERVICE PROVIDERS, AND INTERNET HOSTING SERVICES

PARTNER AND MANAGER

NAME: JOAO MIGUEL CARPINETTI FERRAO

ADDRESS	NUMBER	COMPLEMENT
RUA MINISTRO OSCAR SARAIVA	40	APT 74 A

NEIGHBORHOOD	CITY	STATE	ZIP CODE	ID
JARDIM DAS PAINEIRA	CAMPINAS	SP	13092-342	340101040

CPF	POSITION	NUMBER OF QUOTAS
350.371.828-16	PARTNER AND MANAGER	6,000.00

PARTNER AND MANAGER

NAME: MARCELO KENJI GOMES YANAI

ADDRESS	NUMBER	COMPLEMENT
RUA HEITOR TURATO	204	

NEIGHBORHOOD	CITY	STATE	ZIP CODE	ID
RESERVA DO JAGUARY	JAGUARIUNA	SP	13919-262	251319052

CPF	POSITION	NUMBER OF QUOTAS
297.831.088-08	PARTNER AND MANAGER	24,000.00

LATEST FILED DOCUMENT

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NO FILINGS SUBSEQUENT
TO THE DATE OF
INCORPORATION APPEAR
IN OUR RECORDS.

END OF INFORMATION FOR NIRE: 35262161582
DATE OF LAST UPDATE OF THE DATABASE: 03/17/2026

JUCESP SÃO PAULO STATE GOVERNMENT digitally signed document

Simplified Certificate. Document certified by MARINA CENTURION DARDANI, General Secretary of Jucesp. The Commercial Registry of the State of São Paulo guarantees the authenticity of this document when viewed directly on the portal at www.jucesponline.sp.gov.br, under the authentication number 287931595, on Tuesday, March 17, 2026, at 1:40:07 PM.

Free Document
Commercialization Prohibited

I, Marina Viana Silva, telephone number 415 425-2508, mailing address P.O. Box 90487, San Diego, CA 92169, certify that I have performed the professional translation of this document from Portuguese to English, as a qualified translator fluent in both languages, and that the following is an accurate and complete translation of the document.

Marina Viana

Date: May 14, 2026

GOVERNO DO ESTADO DE SÃO PAULO
SECRETARIA DE DESENVOLVIMENTO ECONÔMICO
JUNTA COMERCIAL DO ESTADO DE SÃO PAULO

CERTIDÃO SIMPLIFICADA

CERTIFICAMOS QUE AS INFORMAÇÕES ABAIXO CONSTAM DOS DOCUMENTOS ARQUIVADOS NESTA JUNTA COMERCIAL E SÃO VIGENTES NA DATA DE SUA EXPEDIÇÃO.

SE HOUVER ARQUIVAMENTOS POSTERIORES, ESTA CERTIDÃO PERDERÁ SUA VALIDADE.

A AUTENTICIDADE DESTA CERTIDÃO E A EXISTÊNCIA DE ARQUIVAMENTOS POSTERIORES, SE HOUVER, PODERÃO SER CONSULTADAS NO SITE WWW.JUCESPONLINE.SP.GOV.BR, MEDIANTE O CÓDIGO DE AUTENTICIDADE INFORMADO AO FINAL DO DOCUMENTO.

EMPRESA

NIRE	REGISTRO	DATA DA CONSTITUIÇÃO	NÍCIO DAS ATIVIDADES	PRAZO DE DURAÇÃO
35262161582		11/09/2023	08/09/2023	PRAZO INDETERMINADO

NOME COMERCIAL: YANAI GESTAO DEOBRAS E CONSTRUCOES LTDA

TITULO DE ESTABELECIMENTO	TIPO JURÍDICO
	SOCIEDADE LIMITADA

C.N.P.J.	ENDEREÇO	NÚMERO	COMPLEMENTO
52.132.442/0001-95	RUA DOUTOR CLEMENTE HOLTMAN JUNIOR	347	PAVMTOTERCEIR

BAIRRO	MUNICÍPIO	UF	CEP	MOEDA	VALOR CAPITAL
FRAZATTO	JAGUARIUNA	SP	13911-082	R$	30.000,00

OBJETO SOCIAL

ADMINISTRAÇÃO DE OBRAS
CONSTRUÇÃO DE EDIFÍCIOS
COMÉRCIO VAREJISTA DE LIVROS
COMÉRCIO VAREJISTA DE PRODUTOS SANEANTES DOMISSANITÁRIOS
TRATAMENTO DE DADOS, PROVEDORES DE SERVIÇOS DE APLICAÇÃO E SERVIÇOS DE HOSPEDAGEM NA INTERNET

SÓCIO E ADMINISTRADOR

NOME: JOAO MIGUEL CARPINETTI FERRAO

ENDEREÇO	NÚMERO	COMPLEMENTO
RUAMINISTRO OSCAR SARAIVA	40	APT 74 A

BAIRRO	MUNICÍPIO	UF	CEP	RG
JARDIM DAS PAINEIRA	CAMPINAS	SP	13092-342	340101040

CPF	CARGO	QUANTIDA DE COTAS
350.371.828-16	SÓCIO E ADMINISTRADOR	6.000,00

SÓCIO E ADMINISTRADOR

NOME: MARCELO KENJI GOMES YANAI

ENDEREÇO	NÚMERO	COMPLEMENTO
RUAHEITOR TURATO	204	

BAIRRO	MUNICÍPIO	UF	CEP	RG
RESERVA DO JAGUARY	JAGUARIUNA	SP	13919-262	251319052

CPF	CARGO	QUANTIDA DE COTAS
297.831.088-08	SÓCIO E ADMINISTRADOR	24.000,00

ÚLTIMO DOCUMENTO ARQUIVADO

Documento Gratuito
Proibida a Comercialização

NÃO CONSTAM EM NOSSOS
REGISTROS ARQUIVAMENTOS
POSTERIORES À DATA DE
CONSTITUIÇÃO

FIM DAS INFORMAÇÕES PARA NIRE: 35262161582
DATA DA ÚLTIMA ATUALIZAÇÃO DA BASE DE DADOS: 17/03/2026

JUCESP SÃO PAULO GOVERNO DO ESTADO documento assinado digitalmente

Certidão Simplificada. Documento certificado por MARINA CENTURION DARDANI, Secretária Geral da Jucesp. A Junta Comercial do Estado de São Paulo, garante a autenticidade deste documento quando visualizado diretamente no portal www.jucesponline.sp.gov.br sob o número de autenticidade 287931595, terça-feira, 17 de março de 2026 às 13:40:07.

Documento Gratuito
Proibida a Comercialização

JUCESP

SÃO PAULO
STATE GOVERNMENT

Application Cover

DOC. SEQ.
01
01

Redesim Protocol

SPP2330888028

REGISTRATION DATA

ACT(S):
Normal Constitution

CORPORATE NAME		SIZE
YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA		OTHERS
STREET		NUMBER
RUA DOUTOR CLEMENTE HOLTMAN JUNIOR		347
COMPLEMENT: THIRD FLOOR ROOM 37 LIBERAL CENTER BUILDING CONDOMINIUM	NEIGHBORHOOD | DISTRICT: FRAZATTO	ZIP CODE: 13911082
CITY: JAGUARIÚNA		STATE: SP
E-MAIL: TRADICAO@TRADICAONLINE.COM.BR		PHONE
REQUIREMENT NUMBER(S): 2nd Requirement	CNPJ - REGISTERED OFFICE	NIRE - REGISTERED OFFICE

SIGNATORY IDENTIFICATION / APPLICATION SIGNER

NAME: MARCELO KENJI GOMES YANAI - Managing Partner

DATE OF SIGNATURE:

SIGNATURE:

AMOUNTS PAID

DARE R$ 243.93

DARF Exempt

I DECLARE, UNDER PENALTY OF LAW, THAT THE INFORMATION CONTAINED IN THIS APPLICATION/PROCESS IS TRUE AND ACCURATE.

FOR EXCLUSIVE USE BY THE COMMERCIAL REGISTRY OF THE STATE OF SÃO PAULO (INCLUDING BACK PAGE)

PROTOCOL STAMP	NOTES:
JUCESP CAMPINAS SEP 11 2023 PROTOCOL	

DOCUMENTS NOT PICKED UP WITHIN 90 DAYS OF AVAILABILITY WILL BE DISCARDED – ART. 57, §5, DECREE 1.800/96

ARTICLES OF INCORPORATION
OF
YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA

By this private instrument for the incorporation of a limited liability business company, the partners identified below:

MARCELO KENJI GOMES YANAI, Brazilian, married under the partial community property regime, born in the city of Osasco, State of São Paulo, on November 5, 1981, civil engineer, residing and domiciled at Rua Heitor Turato No. 204, Reserva do Jaguary neighborhood, in the city of Jaguariúna, State of São Paulo, ZIP Code 13919-262, bearer of Identity Card ID No. 25.131.905-2-SSP/SP, issued on July 19, 2012, and enrolled with the CPF/MF under No. 297.831.088-08; and

JOÃO MIGUEL CARPINETTI FERRÃO, Brazilian, married under the partial community property regime, born in the city of Campinas, State of São Paulo, on January 22, 1987, civil engineer, residing and domiciled at Rua Ministro Oscar Saraiva, No. 40, Apartment 74-A, Jardim das Paineiras neighborhood, in the city of Campinas, State of São Paulo, ZIP Code 13092-342, bearer of Identity Card ID No. 34.010.104-0-SSP/SP, issued on March 24, 2005, and enrolled with the CPF/MF under No. 350.371.828-16.

Hereby resolve to form a limited liability business company, which shall be governed by the following clauses and conditions and, in the event of omissions, by the specific legislation governing this type of corporate entity:

CLAUSE I

The company shall operate under the corporate name **"YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA."**

Sole Paragraph: The company shall adopt and use the trade name **"YANAI CONSTRUTORA."**

CLAUSE II

-----//signature//-----

The company shall have its registered office at **RUA DOUTOR CLEMENTE HOLTMAN JUNIOR No. 347, ROOM 37, 3RD FLOOR, LIBERAL CENTER I BUILDING CONDOMINIUM, FRAZATTO NEIGHBORHOOD, ZIP CODE 13911-082, IN THE CITY OF JAGUARIÚNA, STATE OF SÃO PAULO**, and may establish branches, subsidiaries, and representative offices throughout the national territory, in compliance with the provisions of applicable laws.

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CLAUSE III

The company shall have as its corporate purpose the performance, on its own behalf, of the following activities:

a) - 4120-4-00 - CONSTRUCTION, MAINTENANCE, AND RENOVATION SERVICES FOR RESIDENTIAL AND COMMERCIAL BUILDINGS OF ANY KIND, WHETHER PARTIAL OR TURNKEY;

b) - 4399-1-01 - CONSTRUCTION MANAGEMENT SERVICES, WHETHER PARTIAL OR TURNKEY;

c) - 7112-1-00 - ADVISORY AND CONSULTING SERVICES IN THE FIELD OF ENGINEERING;

d) - 6311-9-00 - DATA ENTRY AND PROCESSING SERVICES;

e) - 8129-0-00 - SWIMMING POOL CLEANING AND TREATMENT SERVICES, AMONG OTHERS;

f) - 8219-9-99 - DOCUMENT PREPARATION AND ADMINISTRATIVE SUPPORT SERVICES;

g) - 8599-6/04 - COURSES, BOOKS, AND TRAINING PROGRAMS, BOTH IN-PERSON AND DISTANCE LEARNING;

h) - 4789-0-05 - RETAIL SALE OF SANITIZING AND HOUSEHOLD SANITATION PRODUCTS;

i) - 6810-2-01 - PURCHASE AND SALE OF REAL ESTATE PROPERTIES ON ITS OWN ACCOUNT;

j) - 6463-8-00 - PARTICIPATION IN OTHER COMPANIES AS A PARTNER OR SHAREHOLDER, IN BRAZIL AND ABROAD;

k) - 4761-0/01 - RETAIL SALE OF BOOKS, INCLUDING VIRTUAL BOOKS (e-books).

CLAUSE IV

The term of duration of the company shall be indefinite, and the commencement of activities is scheduled to occur on August 20, 2023.

CLAUSE V

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The share capital subscribed by the partners is R$ 30,000.00 (thirty thousand reais), represented by 30,000 (thirty thousand) quotas, with a par value of R$ 1.00 (one real) each, distributed among the partners as follows and in the following proportion:

The partner **MARCELO KENJI GOMES YANAI** subscribes 24,000 (twenty-four thousand) quotas of the share capital, with a par value of R$1.00 (one real) each, totaling R$ 24,000.00 (twenty-four thousand reais). **-----//signature//-----**

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The partner **JOÃO MIGUEL CARPINETTI FERRÃO** subscribes 6,000 (six thousand) quotas of the share capital, with a par value of R$ 1.00 (one real) each, totaling R$ 6,000.00 (six thousand reais).

The Share Capital and the partners' participation are distributed as follows:

PARTNERS	**QUOTAS**	**CAPITAL AMOUNT**	
MARCELO KENJI GOMES YANAI	**24,000**	**R$**	**24,000.00**
JOÃO MIGUEL CARPINETTI FERRÃO	**6,000**	**R$**	**6,000.00**
TOTAL	**30,000**	**R$**	**30,000.00**

Sole Paragraph: The total subscribed quotas, namely 30,000 (thirty thousand) quotas, with a par value of R$ 1.00 (one real) each, totaling R$ 30,000.00 (thirty thousand reais), shall be fully paid in by December 31, 2023, in Brazilian legal currency.

CLAUSE VI

Pursuant to Article 1,052 of Law No. 10,406, dated January 10, 2002, the liability of each partner shall be limited to the value of their respective quotas, but all partners shall be jointly liable for the full payment of the share capital.

CLAUSE VII

The management of the company shall be exercised by the partners, **MARCELO KENJI GOMES YANAI** and **JOÃO MIGUEL CARPINETTI FERRÃO**, individually or jointly, who shall represent the company actively and passively, judicially and extrajudicially, always acting in defense of the company's interests.

First Paragraph: The managing partners may appoint attorneys-in-fact, by joint signature, to represent them, granting specific powers and establishing the term of duration of the respective powers of attorney.

Second Paragraph: The managing partners shall sign exclusively and jointly for the issuance of promissory notes and acceptance of bills of exchange, as well as for the execution of deeds of purchase and sale, granting of guarantees, mortgages, endorsements, and acceptances on behalf of the company, and under no circumstances shall they be authorized to grant favors to third parties that may cause losses to the company.

Third Paragraph: The managing partners shall be entitled to a monthly withdrawal as a salary, in an amount to be established by the company through a resolution adopted at a partners' meeting. In the event of the temporary leave of absence of a managing partner, the right to receive the salary shall be suspended for the same period.

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Fourth Paragraph: The managing partners declare, under penalty of law, that they are not prevented by any special law from exercising the management of the company, nor have they been convicted, or are under the effects of a conviction, of any penalty that temporarily or permanently prohibits access to public office, nor convicted of bankruptcy-related crimes, malfeasance, bribery, extortion, embezzlement, or crimes against the popular economy, the national financial system, competition protection rules, consumer relations, public faith, or property.

CLAUSE VIII

The resolutions of the company shall be adopted at a Partners' Meeting, pursuant to the law and the Partners' Agreement, which may be waived whenever all Partners decide, in writing, matters of interest to the company that require this form of resolution, especially those related to the achievement of the corporate purpose. Evidence of such a decision may be embodied in the very instrument that would otherwise require such formality for its full validity and effectiveness.

Sole Paragraph: Within four months following the end of the fiscal year, the partners shall deliberate on the accounts and other matters, when applicable (Articles 1,071 and 1,072, Paragraph 2, and Article 1,078 of the Brazilian Civil Code of 2002).

CLAUSE IX

On December 31 of each year, the company's Balance Sheet for the fiscal year shall be prepared, and the profits or losses shall be distributed in accordance with the provisions established in the Partners' Agreement.

First Paragraph: At the partners' discretion and in the interest of the company itself, all or part of the profits determined may be allocated to the formation of Profit Reserves, pursuant to Law No. 6,404/76, or may remain as Retained Earnings for future allocation.

Second Paragraph: The company may prepare interim financial statements and distribute the profits determined therein, subject to legal limitations, and may also distribute profits based on retained earnings or profit reserves reflected in the latest balance sheet.

Third Paragraph: By mutual agreement, the partners allow the distribution of results determined in the year-end balance sheets, as well as in interim statements, to be disproportionate to each partner's participation in the share capital; however, no partner may be excluded from participation.

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CLAUSE X

The partners shall not be secondarily liable for the company's corporate obligations.

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CLAUSE XI

In the cases omitted from this instrument, the company shall be governed supplementarily by the provisions of Law No. 6,404/76.

CLAUSE XII

The company's quotas are indivisible and freely transferable among the partners, but may not be assigned or transferred to third parties without the express consent of the company, the right of first refusal, under equal prices and conditions, belongs to the partner who wishes to acquire them, if any partner intends to assign the quotas he holds.

CLAUSE XIII

In the event one of the partners intends to withdraw from the company, such partner shall notify the other partner in writing at least 60 (sixty) days in advance; upon withdrawal, the withdrawing partner's equity interest shall be reimbursed after the preparation of a special balance sheet on the relevant date to determine its value, and payment shall be made in 10 (ten) monthly installments, all adjusted by the IGP-M index plus 1% (one percent) interest, with the first installment due 30 (thirty) days after the withdrawal date and the remaining installments due on the same day of the subsequent months.

CLAUSE XIV

In the event of the death of one of the partners, the company shall not be dissolved; upon the occurrence of death, an Extraordinary Balance Sheet shall be prepared as of the date of the event for the determination of the company's rights, assets, and obligations, which shall serve as the basis for determining the deceased partner's equity interest, the payment to the lawful heirs shall be made in Brazilian legal currency within 48 (forty-eight) months, in consecutive monthly installments, each corresponding to 1/48 (one forty-eighth), each installment being monetarily adjusted by the IGP-M index plus 1% (one percent) interest. The first installment shall become due 30 (thirty) days after such date, and the remaining installments shall become successively due on the same day of the subsequent months until payment of the 48th (forty-eighth) installment. The heirs may, however, join the company or transfer the quotas, which shall be effected through the execution of a new Articles of Association within 30 (thirty) days from the date of closing of the Extraordinary Balance Sheet.

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CLAUSE XV

By mutual agreement of the partners, the company may be dissolved and, in the event of cessation of activities, the existing assets shall be sold and the proceeds from such sales shall be distributed proportionally according to each partner's participation in the share capital.

CLAUSE XVI

For the resolution of any dispute arising from this instrument, the venue of the City and Judicial District of Jaguariúna, State of São Paulo, is hereby elected, with express waiver of any other venue, however privileged it may be.

CLAUSE XVII

The partners declare that the quotas are subject to the nature of **NON-SEIZABILITY** and **NON-COMMUNICABILITY**, pursuant to the applicable legislation, and therefore may not be attached or seized by third parties, under penalty of nullity.

CLAUSE XVIII

The exclusion of a partner from the company for just cause shall be permitted when such partner jeopardizes the continuity of the company due to acts of undeniable seriousness, in compliance with the provisions set forth in Article 1,085 and other applicable provisions of the Brazilian Civil Code. In such case, the partner in question shall be reimbursed for the invested amount without interest or monetary adjustment.

Sole Paragraph: The other circumstances involving exclusion of a partner from the company shall also be governed by the remaining provisions of the Brazilian Civil Code.

CLAUSE XIX

The partners may execute "Partners' Agreements," pursuant to Article 118 of Federal Law No. 6,404/76, which, once filed at the company's registered office, shall be binding upon the company in the cases provided by law and whenever the company expressly assumes, as intervening consenting party, the obligation to comply therewith. -----//signature//-----

CLAUSE XX

All partners, on their own behalf and on behalf of their successors, undertake to comply with this agreement in all of its clauses and conditions.

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-----//signature//-----

CLAUSE XXI

This agreement may be amended, in whole or in part, in accordance with the interests and resolutions of the partners, and such amendment shall be recorded with the competent registry.

And being in full agreement with all terms set forth in this private instrument, the parties undertake to comply with this agreement, signing it in the presence of the two witnesses below in 03 (three) counterparts of equal form and content, the first counterpart being intended for registration and filing with the **COMMERCIAL REGISTRY OF THE STATE OF SÃO PAULO**.

Jaguariúna, August 14, 2023.

THE PARTIES

JAGUARIÚNA-SP

JAGUARIÚNA - SP

MARCELO KENJI GOMES YANAI
MANAGING PARTNER

JOÃO MIGUEL CARPINETTI FERRÃO
MANAGING PARTNER

WITNESSES

LUIS CARLOS MARQUEZINI
ID: 8.929.466-X-SSP/SP

RAMON GRANGUELLI BRANCALHONE
ID: 30.717.829-8-SSP/SP

ATTORNEY

JOSÉ ROBERTO BRANCALHONE
OAB/SP: 103.684

Notary Public and Protest Registry Office for Bills and Securities
Dr. Matheus Trevizan Carriel
Av. Antônio Pinto Catão, 293 - Jardim Mauá II, Jaguariúna - SP, ZIP Code 13820-000

I hereby acknowledge by similarity the signature indicated for: MARCELO KENJI GOMES YANAI (81108) on a document WITH economic value, to which I certify.
Seal(s): AA0220310.
Jaguariúna - SP, 08/18/2023. In witness whereof
ADRIANA CRISTINA MARMIROLLI
Security Code: [illegible] Fee: R$12.18
VALID ONLY WITH THE AUTHENTICITY SEAL

E-mail: jaguariuna@tabeliaojaguariuna.com.br

NOTARY PUBLIC AND PROTEST REGISTRY OFFICE - JAGUARIÚNA - SP

ECONOMIC VALUE 1
C10483AA0220310


Notary Public and Protest Registry Office for Bills and Securities
Dr. Matheus Trevizan Carriel
Av. Antônio Pinto Catão, 293 - Jardim Mauá II, Jaguariúna - SP, ZIP Code 13820-000

I hereby acknowledge by similarity the signature indicated for:
JOAO MIGUEL CARPINETTI FERRAO(122306) on a document WITH
economic value, to which I certify.
Seal(s): AA0220271.
Jaguariúna - SP, 08/18/2023. In witness whereof

GISELE GONCALVES FARIA DE MORAES

Security Code: [illegible] Fee: R$12.18

VALID ONLY WITH THE AUTHENTICITY SEAL

E-mail: jaguariuna@tabeliaojaguariuna.com.br

C10133AA0220271

NOTARY PUBLIC AND PROTEST REGISTRY OFFICE
JAGUARIÚNA - SP

JUCESP

SÃO PAULO
STATE GOVERNMENT

DECLARATION OF CLEARANCE

To the Commercial Registry of the State of São Paulo

NAME					
MARCELO KENJI GOMES YANAI					
NATIONALITY			MARITAL STATUS		
BRAZILIAN			**Married**		
CPF	RACE OR ETHNICITY	ID	ISSUE DATE	ISSUING AGENCY	STATE
29783108808	**White**	**251319052**	**07/19/2012**	**SSP**	**SP**
RESIDENCE				NUMBER	
HEITOR TURATO				**204**	
NEIGHBORHOOD / DISTRICT				ZIP CODE	
RESERVA DO JAGUARY				**13919262**	
COMPLEMENT					
CITY				STATE	
Jaguariúna				**SP**	

I declare, under the penalties of the law, that I am not legally barred, by any special law, from managing a company, and that I have not been convicted or currently subject to the effects of a conviction involving a penalty that prohibits, even temporarily, access to public office, or for crimes such as bankruptcy, malfeasance, bribery, extortion, embezzlement; or crimes against the popular economy, the National Financial System, the rules of fair competition, consumer relations, public faith, or property.

NAME AND SIGNATURE OF THE BUSINESS OWNER / PARTNER / DIRECTORS / MANAGERS OR LEGAL REPRESENTATIVE

PLACE	**Jaguariúna**	DATE	**08/31/2023**
NAME	**MARCELO KENJI GOMES YANAI**	**SIGNATURE**	**----//signature//-----**

JUCESP

SÃO PAULO
STATE GOVERNMENT

DECLARATION OF CLEARANCE

To the Commercial Registry of the State of São Paulo

NAME					
JOAO MIGUEL CARPINETTI FERRAO					
NATIONALITY			MARITAL STATUS		
BRAZILIAN			**Married**		
CPF	RACE OR ETHNICITY	ID	ISSUE DATE	ISSUING AGENCY	STATE
35037182816	**White**	**340101040**	**03/24/2005**	**SSP**	**SP**
RESIDENCE				NUMBER	
MINISTRO OSCAR SARAIVA				**40**	
NEIGHBORHOOD / DISTRICT				ZIP CODE	
JARDIM DAS PAINEIRAS				**13092342**	
COMPLEMENT					
APT 74 A					
CITY				STATE	
Campinas				**SP**	

I declare, under the penalties of the law, that I am not legally barred, by any special law, from managing a company, and that I have not been convicted or currently subject to the effects of a conviction involving a penalty that prohibits, even temporarily, access to public office, or for crimes such as bankruptcy, malfeasance, bribery, extortion, embezzlement; or crimes against the popular economy, the National Financial System, the rules of fair competition, consumer relations, public faith, or property.

NAME AND SIGNATURE OF THE BUSINESS OWNER / PARTNER / DIRECTORS / MANAGERS OR LEGAL REPRESENTATIVE

PLACE	**Campinas**	DATE	**08/31/2023**
NAME	**JOAO MIGUEL CARPINETTI FERRAO**	SIGNATURE	**----//signature//-----**

JUCESP SÃO PAULO STATE GOVERNMENT

DECLARATION

I, MARCELO KENJI GOMES YANAI, bearer of Identification Document No. 251319052 and registered under the Individual Taxpayer Registry – CPF No. 29783108808, in my capacity as owner, partner, or legal representative of the company YANAI GESTAO DE OBRAS E CONSTRUCAO LTDA, hereby **DECLARE** that I am aware that the **ESTABLISHMENT** located at RUA DOUTOR CLEMENTE HOLTMAN JUNIOR, 347 THIRD FLOOR ROOM 37 LIBERAL CENTER BUILDING CONDOMINIUM – Neighborhood: FRAZATTO – Jaguariúna - SP, ZIP Code 13911082, **MAY NOT OPERATE** without obtaining a municipal opinion on the feasibility of its installation and operation at the indicated location, following the guidelines established in the land use and zoning legislation, municipal regulations, and environmental protection area restrictions, under Article 24, §2 of State Decree No. 55.660/2010, and without a **VALID INTEGRATED LICENSING CERTIFICATE**, obtained through the Via Rápida Empresa system – State Licensing Module.

I also declare that I am aware that any change in the establishment's address, its activity or activity group, or any other conditions determining the issuance of the Integrated Licensing Certificate, results in the loss of its validity, and that from the moment of such change, I am responsible for renewing it.

Lastly, I declare that I am aware that the issuance of the Integrated Licensing Certificate may be requested by a duly authorized legal representative, in person at the time of collecting the business registration certificates at City Hall, or by the owner, partner, or accountant listed in the National Registry of Legal Entities (CNPJ) directly through the Jucesp website, via the licensing module, using the respective digital certificate.

MARCELO KENJI GOMES YANAI (Managing Partner)
251319052

JUCESP SÃO PAULO STATE GOVERNMENT

VERIFICATION AND DIGITIZATION CERTIFICATE

I hereby certify and attest that I have verified the documentation related to process No. **SPP2330888028** of the company **YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA,** and that the digitized images contained in this electronic process faithfully correspond to the physical documents filed with this Commercial Registry.

This verification and digitization certificate is signed, using a digital certificate, by the employee/public servant **Ana Luiza Pazelli Brigatto**.

Commercial Registry of the State of São Paulo, 09/11/2023.

Ana Luiza Pazelli Brigatto, CPF: 34512320814

This document was digitally signed by Ana Luiza Pazelli Brigatto and forms an integral part of protocol No. SPP2330888028.

JUCESP SÃO PAULO STATE GOVERNMENT

TERM OF ANALYSIS AND DECISION

I hereby approve the request(s) filed under protocol No. **SPP2330888028** for the Standard Incorporation of the company **YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA**.

This decision term is signed by Judge **Ana Luiza Pazelli Brigatto** using a digital certificate.

Commercial Registry of the State of São Paulo, 09/11/2023.

Ana Luiza Pazelli Brigatto, CPF: 34512320814

This document was digitally signed by Ana Luiza Pazelli Brigatto and forms an integral part of protocol No. SPP2330888028.

JUCESP

SÃO PAULO
STATE GOVERNMENT

AUTHENTICATION AND REGISTRATION CERTIFICATE

I hereby certify that the articles of incorporation of the company **YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA**, digitally signed and filed under protocol number **SPP2330888028** on **09/11/2023**, have been duly registered with JUCESP under of its registered office NIRE No. **35262161582**.

The registration is signed, by means of a digital certificate, by the Secretary-General, Maria Cristina Frei.

The authenticity of this document, as well as the electronic file, may be verified on the website: www.jucesp.sp.gov.br, by entering the authenticity number available on the cover of the full-content certificate.

Commercial Registry of the State of São Paulo, 09/11/2023.

Maria Cristina Frei, CPF: 14804696881

This document was digitally signed by Maria Cristina Frei and forms an integral part of protocol No. SPP2330888028.

I, Marina Viana Silva, telephone number 415 425-2508, mailing address P.O. Box 90487, San Diego, CA 92169, certify that I have performed the professional translation of this document from Portuguese to English, as a qualified translator fluent in both languages, and that the following is an accurate and complete translation of the document.

Marina Viana

Date: May 15, 2026

JUCESP

SÃO PAULO
GOVERNO DO ESTADO

SEM VALOR DE CERTIDÃO

Requerimento Capa

SEQ. DOC
01
01

Protocolo Redesim

SPP2330888028

DADOS CADASTRAIS

ATO(S) **Constituição Normal**		
NOME EMPRESARIAL **YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA**		PORTE **Demais**
LOGRADOURO **RUA DOUTOR CLEMENTE HOLTMAN JUNIOR**		NÚMERO **347**
COMPLEMENTO **PAVMTOTERCEIRO SALA 37 COND EDIF LIBERAL CENTER**	BAIRRO/DISTRITO **FRAZATTO**	CEP **13911082**
MUNICÍPIO **JAGUARIÚNA**		UF **SP**
E-MAIL **TRADICAO@TRADICAONLINE.COM.BR**		TELEFONE
NÚMERO EXIGÊNCIA (S) **2ª Exigência**	CNPJ - SEDE	NIRE - SEDE

IDENTIFICAÇÃO DO SIGNATÁRIO/ASSINANTE DO REQUERIMENTO CAPA

NOME: **MARCELO KENJI GOMES YANAI - Sócio-Administrador**

DATA ASSINATURA:

ASSINATURA:

VALORES RECOLHIDOS

DARE **R$ 243,93**

DARF **Isento**

DECLARO, SOB AS PENAS DA LEI, QUE AS INFORMAÇÕES CONSTANTES DO REQUERIMENTO/PROCESSO SÃO EXPRESSÃO DA VERDADE.

PARA USO EXCLUSIVO DA JUNTA COMERCIAL DO ESTADO DE SÃO PAULO (INCLUSIVE VERSO)

CARIMBO PROTOCOLO	OBSERVAÇÕES:
JUCESP 247 - ACIC GUARULHOS 11 SET 2023 PROTOCOLO	

DOCUMENTOS NÃO RETIRADOS EM ATÉ 90 DIAS DA DISPONIBILIDADE SERÃO DESCARTADOS - ART. 57, §5º, DECRETO 1.800/96

SEM VALOR PRECERTIDÃO

CONTRATO SOCIAL DE CONSTITUIÇÃO DE YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA

Pelo presente instrumento particular de constituição de sociedade empresária limitada, os sócios abaixo qualificados:

MARCELO KENJI GOMES YANAI, de nacionalidade brasileira, casado sob o regime de comunhão parcial de bens, nascido no município de Osasco, estado de São Paulo, em 05 de novembro de 1981, engenheiro civil, residente e domiciliado à Rua Heitor Turato nº 204, bairro Reserva do Jaguary, na cidade de Jaguariúna, estado de São Paulo, CEP 13919-262, portador da cédula de identidade RG nº 25.131.905-2-SSP/SP, emitida em 19 de julho de 2012 e inscrito no CPF/MF sob nº 297.831.088-08; e

JOÃO MIGUEL CARPINETTI FERRÃO, de nacionalidade brasileira, casado sob o regime de comunhão parcial de bens, nascido no município de Campinas, estado de São Paulo, em 22 de janeiro de 1987, engenheiro civil, residente e domiciliado à Rua Ministro Oscar Saraiva, 40 - apartamento 74-A, bairro Jardim das Paineiras, na cidade de Campinas, estado de São Paulo, CEP 13092-342, portador da cédula de identidade RG nº 34.010.104-0-SSP/SP, emitida em 24 de março de 2005 e inscrito no CPF/MF sob nº 350.371.828-16.

Resolvem constituir uma sociedade empresária limitada, que será regida pelas cláusulas e condições que seguem e nas omissões pela legislação específica que disciplina esse tipo societário:

CLÁUSULA I

A sociedade girará sob a denominação social de **"YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA".**

Parágrafo Único: A sociedade adotará e utilizará a expressão fantasia **"YANAI CONSTRUTORA"**

CLÁUSULA II

A sociedade terá sua sede social na **RUA DOUTOR CLEMENTE HOLTMAN JUNIOR Nº 347, SALA 37, 3º PAVIMENTO, CONDOMINIO EDIFICIO LIBERAL CENTER I, BAIRRO FRAZATTO, CEP 13911-082, NA CIDADE DE JAGUARIÚNA, ESTADO DE SÃO PAULO,** podendo estabelecer filiais e sucursais e escritórios de representação em todo o território nacional, obedecendo às disposições das leis vigentes.

SEM VALOR DE CERTIDÃO

CLÁUSULA III

A sociedade terá como atividades em seu objetivo social a exploração por conta própria, os ramos de:

a)-4120-4-00-CONSTRUÇÃO E SERVIÇOS DE MANUTENÇÃO E REFORMAS DE EDIFÍCIOS RESIDENCIAIS E COMERCIAIS DE QUALQUER TIPO, PARCIAL OU GLOBAL;

b)-4399-1-01-SERVIÇOS DE ADMINISTRAÇÃO DE OBRAS, PARCIAL OU GLOBAL;

c)-7112-1-00-SERVIÇOS DE ASSESSORIA E CONSULTORIA NA ÁREA DE ENGENHARIA;

d)-6311-9-00-SERVIÇOS DE INSERÇÃO DE DADOS E PROCESSAMENTO;

e)-8129-0-00-SERVIÇOS DE LIMPEZA E TRATAMENTO DE PISCINAS E OUTROS;

f)-8219-9-99-SERVIÇOS DE PREPARAÇÃO DE DOCUMENTOS E APOIO ADMINISTRATIVO;

g)-8599-6/04-CURSOS LIVRES E TREINAMENTOS, PRESENCIAL E A DISTÂNCIA;

h)-4789-0-05-COMERCIO VAREJISTA DE PRODUTOS SANEANTES E DOMISSANITÁRIOS;

i)-6810-2-01-COMPRA E VENDA DE IMOVEIS POR CONTA PROPRIA;

j)-6463-8-00-PARTICIPAÇÃO EM OUTRAS SOCIEDADES COMO SOCIA OU ACIONISTA, NO BRASIL E NO EXTERIOR;

k)-4761-0/01-COMÉRCIO VAREJISTA DE LIVROS, INCLUSIVE VIRTUAIS (ebooks).

ENGENHARIA;

CLÁUSULA IV

O prazo de duração da sociedade é por tempo indeterminado e o início das atividades esta previsto para ocorrer em 20 de agosto de 2023.

CLÁUSULA V

O Capital Social subscrito pelos sócios é de R$ 30.000,00 (trinta mil reais) representado por 30.000 (trinta mil) cotas, com valor unitário de R$ 1,00 (um real), distribuído entre os sócios da seguinte forma e proporção:

O sócio **MARCELO KENJI GOMES YANAI**, subscreve 24.000 (vinte e quatro mil) cotas do capital social, com valor unitário de R$ 1,00 (um real), perfazendo o total de R$ 24.000,00 (vinte e quatro mil reais).

SEM VALOR DE CERTIDÃO

O sócio **JOÃO MIGUEL CARPINETTI FERRÃO**, subscreve 6.000 (seis mil) cotas do capital social, com valor unitário de R$ 1,00 (um real), perfazendo o total de R$ 6.000,00 (seis mil reais).

O Capital Social e a Participação dos sócios ficam assim demonstrados:

SÓCIOS	**COTAS**	**VR CAPITAL**
MARCELO KENJI GOMES YANAI	**24.000**	**R$ 24.000,00**
JOÃO MIGUEL CARPINETTI FERRÃO	**6.000**	**R$ 6.000,00**
TOTALIZANDO	**30.000**	**R$ 30.000,00**

Parágrafo Único: Da totalidade das cotas subscritas, ou seja, 30.000 (trinta mil), com valor unitário de R$ 1,00 (um real), perfazendo o total de R$ 30.000,00 (trinta mil reais), serão integralizadas até 31 de dezembro de 2023, em moeda corrente nacional.

CLÁUSULA VI

Nos termos do artigo 1.052 da Lei n º 10.406 de 10 de janeiro de 2.002, a responsabilidade de cada sócio é restrita ao valor de suas cotas, mas todos respondem solidariamente pela integralização do capital social.

CLÁUSULA VII

A Administração da sociedade será exercida pelos sócios, **MARCELO KENJI GOMES YANAI e JOÃO MIGUEL CARPINETTI FERRÃO**, isoladamente ou em conjunto, que representarão à sociedade ativa, passiva, judicial e extrajudicialmente, agindo sempre na defesa dos interesses da sociedade.

Parágrafo Primeiro: Os sócios administradores poderão nomear procuradores, assinando em conjunto, para representá-los, fixando-lhes poderes, estabelecendo inclusive prazo de duração dos respectivos mandatos.

Parágrafo Segundo: Os sócios administradores, exclusivamente, assinarão e em conjunto na emissão de notas promissórias e aceites de letras de cambio, bem como para outorga de escrituras de compra e venda, ceder avais, hipotecas, endossos, aceites quando para a sociedade, e em nenhuma hipótese estão autorizados ceder favores a terceiros que possam gerar prejuízo à sociedade.

Parágrafo Terceiro: Os sócios administradores terão o direito a uma retirada mensal, a título de Pró-Labore, em valor a ser fixado pela sociedade mediante deliberação em reunião de sócios. Em caso de afastamento periódico de sócio administrador, o direito a retirada Pró-Labore, fica suspenso por igual prazo.

SEM VALOR DE CERTIDÃO

Parágrafo Quarto: Os sócios administradores declaram, sob as penas da lei, que não estão impedidos, por lei especial, de exercerem a administração da sociedade e nem condenados ou sob efeitos de condenação, a pena que vede, ainda que temporariamente, o acesso a cargos públicos, ou por crime falimentar, de prevaricação, peita ou suborno, concussão, peculato, ou contra a economia popular, contra o sistema financeiro nacional, contra as normas de defesa da concorrência, contra as relações de consumo, a fé pública ou a propriedade.

CLÁUSULA VIII

As deliberações da sociedade a serão tomadas em reunião de Sócios, nos termos da Lei e do Acordo de Sócios, podendo ser dispensada quando todos os Sócios decidirem, por escrito, os assuntos de interesse da sociedade que demandem esta forma de deliberação, notadamente aquelas relacionadas à consecução do objeto social. A caracterização deste fato poderá restar materializado no próprio ato que exigiria aquela formalidade para sua plena validade e eficácia.

Parágrafo Único: Nos quatro meses seguintes ao término do exercício social, os sócios deliberarão sobre as contas e outros, quando for o caso. (arts. 1071 e 1072 § 2º e art. 1078, CC/2002).

CLÁUSULA IX

Todo dia 31 de dezembro de cada ano será realizado o levantamento do Balanço Patrimonial do Exercício, sendo que os lucros ou as perdas, serão distribuídos de acordo com o definido em acordo de Sócios.

Parágrafo Primeiro: Por critério dos sócios e no atendimento de interesse da própria sociedade, a totalidade ou parte dos lucros apurados poderão ser destinados à formação de Reservas de Lucros, conforme estabelece a Lei 6.404/76, ou então permanecer em Lucros Acumulados para futura destinação.

Parágrafo Segundo: Fica facultado a sociedade levantar demonstrações financeiras intermediárias e distribuir os lucros nelas apurados observados as limitações legais, e ainda distribuir lucros com base nos lucros acumulados ou reservas de lucros constantes do último balanço patrimonial.

Parágrafo Terceiro: Os sócios, de comum acordo, ajustam permitir que as distribuições de resultados, apurados nos balanços de encerramento dos exercícios sociais, bem como em demonstrações intermediárias, sejam desproporcionais a participação no capital social, porém nenhuma sócia poderá ser excluída da participação.

CLÁUSULA X

Os sócios não respondem subsidiariamente pelas obrigações sociais da sociedade.

SEM VALOR DE CERTIDÃO

CLÁUSULA XI

Nos casos omissos no presente instrumento a sociedade determina a regência supletiva pelas normas da Lei 6.404/76.

CLÁUSULA XII

As cotas da sociedade são indivisíveis e são transferíveis livremente entre os sócios, mas não poderão ser cedidas ou transferidas sem o expresso consentimento da sociedade a estranhos, cabendo em igualdade de preços e condições, o direito de preferência ao sócio que queira adquiri-las, no caso de algum cotista pretender ceder às cotas que possuir.

CLÁUSULA XIII

No caso de um dos sócios pretenderem retirar-se da sociedade, deverá notificar o outro, por escrito, com antecedência mínima de 60 (sessenta) dias, e se retirando, seus haveres lhe serão reembolsados, após o levantamento de um balanço especial na data para apurá-los, e pagos em 10 (dez) prestações mensais, todas atualizadas pelo IGPM e mais 1% (um por cento) de juros sendo a primeira, 30 (trinta) dias após a retirada e as demais vencerão no mesmo dia dos meses subseqüentes.

CLÁUSULA XIV

Em caso de falecimento de um dos sócios, a sociedade não se dissolverá, sendo que, ocorrendo o óbito, proceder-se-á um Balanço Patrimonial Extraordinário, a ser encerrado com base na data do evento, para a apuração dos direitos haveres e obrigações da empresa, que servirá de base para a apuração dos haveres do sócio falecido, e pagará aos herdeiros de direito, em moeda corrente do país, no prazo de 48 (quarenta e oito) meses, e em prestações mensais e consecutivas, a cada uma 1/48 (uma de quarenta e oito avos), sendo cada uma delas corrigidas monetariamente pelo índice do IGPM e mais 1% (um por cento) de juros , vencendo-se a primeira, 30 (trinta) dias após aquela data e as demais sucessivamente e em igual dia dos meses subsequentes, até o pagamento da 48ª. (quadragésima oitava) prestação. Poderão no entanto os herdeiros ingressar na sociedade , ou aliena-las e que se fará mediante a celebração de novo contrato social, dentro de 30 (trinta) dias da data do encerramento do Balanço Patrimonial Extraordinário.

SEM VALOR DE CERTIDÃO

CLÁUSULA XV

Por mútuo consenso, dos sócios, a sociedade poderá ser dissolvida e em caso de cessação de atividades, os bens existentes serão vendidos e os frutos destas vendas serão divididos proporcionalmente a participação de cada um no capital social.

CLÁUSULA XVI

Para a solução de qualquer divergência originária do presente, fica eleito o Foro da cidade e comarca de Jaguariúna, estado de São Paulo, com renúncia expressa de qualquer outro por mais privilegiado que seja.

CLÁUSULA XVII

Os sócios declaram que as quotas são revestidas do caráter de **IMPENHORABILIDADE** e de **INCOMUNICABILIDADE**, conforme disposto na legislação vigente, não podendo, dessa forma, ser penhoradas por terceiros, sob pena de nulidade.

CLÁUSULA XVIII

É permitida a exclusão da sociedade por justa causa do sócio quando estiver pondo em risco a continuidade da empresa, em virtude de atos de inegável gravidade, obedecendo-se os preceitos lançados no artigo 1085 e demais normas do Código Civil Brasileiro. Neste caso o sócio em questão será reembolsado do valor investido sem juros nem correção.

Parágrafo Único: As outras hipóteses de exclusão de sócio da sociedade, também serão regidas pelas demais disposições do Código Civil Brasileiro.

CLÁUSULA XIX

Os sócios podem celebrar "Acordos de Sócios", nos termos do artigo 118 da Lei Federal nº 6.404/76, que, uma vez arquivados na sede da sociedade, serão a ela impositivos nas hipóteses da Lei e quando a mesma assumir expressamente, como interveniente anuente, a obrigação de respeitá-lo.

CLÁUSULA XX

Todos os sócios por si e seus sucessores obrigam-se a cumprir este contrato em todas as suas cláusulas e condições.

SEM VALOR DE CERTIDÃO

CLÁUSULA XXI

Este contrato poderá ser reformado total ou parcialmente conforme interesses e deliberação dos sócios, devendo ser averbado no registro competente.

E por se acharem em perfeito acordo, em tudo quanto neste instrumento particular foi lavrado, obrigam-se as partes a cumprir o presente, assinando-o na presença de duas testemunhas abaixo em 03 (três) exemplares de igual teor e forma, devendo a primeira via ser destinada ao registro e arquivamento na **JUNTA COMERCIAL DO ESTADO DE SÃO PAULO**.

Jaguariúna, 14 de agosto de 2023.

JAGUARIÚNA-SP

AS PARTES

JAGUARIÚNA-SP

MARCELO KENJI GOMES YANAI
SÓCIO ADMINISTRADOR

JOÃO MIGUEL CARPINETTI FERRÃO
SÓCIO ADMINISTRADOR

TESTEMUNHAS

LUIS CARLOS MARQUEZINI
RG: 8.929.466-X-SSP/SP

RAMON GRANGUELLI BRANCALHONE
RG: 30.717.829-8-SSP/SP

ADVOGADO

JOSÉ ROBERTO BRANCALHONE
OAB/SP: 103.684

Tabelião de Notas e de Protesto de Letras e Títulos
Dr. Matheus Trevizan Carrieri
Av. Antonio Pinto Catão, 293 - Jardim Maua II - Jaguariuna - SP - CEP 13912-122 - Fone: (19) 3837 6500

Reconheço, por semelhança, a firma indicada de:MARCELO KENJI GOMES YANAI(91108) em documento COM valor econômico, dou fé.
Selo(s):AA0220310.
Jaguariuna - SP, 18/08/2023. Em Testº_____ da verdade.
ADRIANA CRISTINA MARMIROLLI
Código Seg. : 49144853650485051495249514849 Valor:R$12,18.
VALIDO SOMENTE COM O SELO DE AUTENTICIDADE
E-mail: jaguariuna@tabeliaojaguariuna.com.br

TABELIÃO DE NOTAS E DE PROTESTO DE LETRAS E TÍTULOS - JAGUARIÚNA - SP

Selo 1
C10483AA0220310

SEM VALOR DE CERTIDÃO

Tabelião de Notas e de Protesto de Letras e Títulos
Dr. Matheus Trevizan Carriel
Av. Antonio Pinto Catão, 293 - Jardim Maria II - Jaguariúna - SP - CEP 13912-122 - Fone: (19) 3837 6500

Reconheço por semelhança, a firma indicada de:JOAO MIGUEL CARPINETTI FERRAO(122306) em documento COM valor econômico, dou fé.
Selo(s):AA0220271
Jaguariúna - SP, 18/08/2023. Em Testº da verdade.
GISELE GONÇALVES FARIA DE MORAES
Código Seg. : 47564854504830514952935450S5 Valor:R$12,10
VALIDO SOMENTE COM O SELO DE AUTENTICIDADE
E-mail: jaguariuna@tabeliaojaguariuna.com.br

FIRMA 122317 VALOR ECONÔMICO 1 C10433AA0220271

TABELIÃO DE NOTAS E DE PROTESTO DE LETRAS E TÍTULOS - JAGUARIÚNA - SP

JUCESP

SÃO PAULO
GOVERNO DO ESTADO

SEM VALOR DE CERTIDÃO

DECLARAÇÃO DE DESIMPEDIMENTO

À Junta Comercial do Estado de São Paulo

NOME					
MARCELO KENJI GOMES YANAI					
NACIONALIDADE			ESTADO CIVIL		
BRASILEIRO			Casado (a)		
CPF	COR OU RAÇA	IDENTIFICAÇÃO	DATA DE EXPEDIÇÃO	ÓRGÃO EMISSOR	UF
29783108808	Branca	251319052	19/07/2012	SSP	SP
DOMICILIADO (A)				NÚMERO	
HEITOR TURATO				204	
BAIRRO / DISTRITO				CEP	
RESERVA DO JAGUARY				13919262	
COMPLEMENTO					
MUNICÍPIO				UF	
Jaguariúna				SP	

Declara, sob as penas da lei, que não está impedido, por lei especial, de exercer a administração da sociedade e nem condenado ou sob efeitos de condenação, a pena que vede, ainda que temporariamente, o acesso a cargos públicos, ou por crime falimentar, de prevaricação, peita ou suborno, concussão, peculato; Ou contra a economia popular, contra o Sistema Financeiro Nacional, contra as normas de defesa da concorrência, contra as relações de consumo, a fé pública ou a propriedade.

NOME E ASSINATURA DO EMPRESÁRIO/SÓCIO/DIRETORES/ADMINISTRADORES OU REPRESENTANTE LEGAL			
LOCALIDADE	Jaguariúna	DATA	31/08/2023
NOME	MARCELO KENJI GOMES YANAI	ASSINATURA	

JUCESP

SÃO PAULO
GOVERNO DO ESTADO

SEM VALOR DE CERTIDÃO

DECLARAÇÃO DE DESIMPEDIMENTO

À Junta Comercial do Estado de São Paulo

NOME					
JOAO MIGUEL CARPINETTI FERRAO					
NACIONALIDADE			ESTADO CIVIL		
BRASILEIRO			Casado (a)		
CPF	COR OU RAÇA	IDENTIFICAÇÃO	DATA DE EXPEDIÇÃO	ÓRGÃO EMISSOR	UF
35037182816	Branca	340101040	24/03/2005	SSP	SP
DOMICILIADO (A)				NÚMERO	
MINISTRO OSCAR SARAIVA				40	
BAIRRO / DISTRITO				CEP	
JARDIM DAS PAINEIRAS				13092342	
COMPLEMENTO					
APT 74 A					
MUNICÍPIO				UF	
Campinas				SP	

Declara, sob as penas da lei, que não está impedido, por lei especial, de exercer a administração da sociedade e nem condenado ou sob efeitos de condenação, a pena que vede, ainda que temporariamente, o acesso a cargos públicos, ou por crime falimentar, de prevaricação, peita ou suborno, concussão, peculato; Ou contra a economia popular, contra o Sistema Financeiro Nacional, contra as normas de defesa da concorrência, contra as relações de consumo, a fé pública ou a propriedade.

NOME E ASSINATURA DO EMPRESÁRIO/SÓCIO/DIRETORES/ADMINISTRADORES OU REPRESENTANTE LEGAL			
LOCALIDADE	Campinas	DATA	31/08/2023
NOME	JOAO MIGUEL CARPINETTI FERRAO	ASSINATURA	

SEM VALOR DE CERTIDÃO

DECLARAÇÃO

Eu, MARCELO KENJI GOMES YANAI, portador do Documento de Identificação nº 251319052, inscrito no Cadastro de Pessoas Físicas – CPF sob nº 29783108808, na qualidade de titular, sócio ou responsável legal da empresa YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA, **DECLARO** estar ciente que o **ESTABELECIMENTO** situado no(a) RUA DOUTOR CLEMENTE HOLTMAN JUNIOR, 347 PAVMTOTERCEIRO SALA 37 COND EDIF LIBERAL CENTER - Bairro: FRAZATTO, Jaguariúna - SP CEP 13911082, **NÃO PODERÁ EXERCER** suas atividades sem que obtenha o parecer municipal sobre a viabilidade de sua instalação e funcionamento no local indicado, conforme diretrizes estabelecidas na legislação de uso e ocupação do solo, posturas municipais e restrições das áreas de proteção ambiental, nos termos do art. 24, §2 do Decreto Estadual nº 55.660/2010 e sem que tenha um **CERTIFICADO DE LICENCIAMENTO INTEGRADO VÁLIDO**, obtido pelo sistema Via Rápida Empresa - Módulo de Licenciamento Estadual.

Declaro ainda estar ciente que qualquer alteração no endereço do estabelecimento, em sua atividade ou grupo de atividades, ou em qualquer outra das condições determinantes à expedição do Certificado de Licenciamento Integrado, implica na perda de sua validade, assumindo, desde o momento da alteração, a obrigação de renová-lo.

Por fim, declaro estar ciente que a emissão do Certificado de Licenciamento Integrado poderá ser solicitada por representante legal devidamente habilitado, presencialmente e no ato da retirada das certidões relativas ao registro empresarial na Prefeitura, ou pelo titular, sócio, ou contabilista vinculado no Cadastro Nacional da Pessoa Jurídica (CNPJ) diretamente no site da Jucesp, através do módulo de licenciamento, mediante uso da respectiva certificação digital.

MARCELO KENJI GOMES YANAI (Sócio-Administrador)
251319052

SEM VALOR DE CERTIDÃO

TERMO DE CONFERÊNCIA E DIGITALIZAÇÃO

Certifico e dou fé que conferi a documentação referente ao processo **SPP2330888028** da empresa **YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA** e que as imagens digitalizadas deste processo eletrônico são fiéis aos documentos físicos protocolizados nesta Junta Comercial.

Assina o presente termo de conferência e digitalização, mediante certificado digital, o funcionário/empregado público **Ana Luiza Pazelli Brigatto**

Junta Comercial do Estado de São Paulo, 11/09/2023.

Ana Luiza Pazelli Brigatto, CPF: 34512320814

Este documento foi assinado digitalmente por Ana Luiza Pazelli Brigatto e é parte integrante sob o protocolo Nº SPP2330888028.

SEM VALOR DE CERTIDÃO

TERMO DE ANÁLISE E DECISÃO.

Defiro a (s) solicitação (ões), sob o (s) protocolo (s) **SPP2330888028** de Constituição Normal da empresa **YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA**.

Assina o presente termo de decisão, mediante certificado digital, o Julgador **Ana Luiza Pazelli Brigatto**.

Junta Comercial do Estado de São Paulo, 11/09/2023.

Ana Luiza Pazelli Brigatto, CPF: 34512320814

Este documento foi assinado digitalmente por Ana Luiza Pazelli Brigatto e é parte integrante sob o protocolo Nº SPP2330888028.

SEM VALOR DE CERTIDÃO

TERMO DE AUTENTICAÇÃO E REGISTRO

Certifico que a constituição, assinado digitalmente, da empresa **YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA**, e protocolado sob o número **SPP2330888028** em **11/09/2023**, encontra-se registrado na Jucesp, sob o NIRE da matriz **35262161582**.

Assina o registro, mediante certificado digital, o(a) Secretário(a)-Geral – Maria Cristina Frei.

A autenticidade do presente documento, bem como o arquivo na forma eletrônica poderão ser verificados no sítio eletrônico: www.jucesp.sp.gov.br, mediante a indicação do número de autenticidade disponível na capa da certidão de inteiro teor.

Junta Comercial do Estado de São Paulo, 11/09/2023.

Maria Cristina Frei, CPF: 14804696881

Este documento foi assinado digitalmente por Maria Cristina Frei e é parte integrante sob o protocolo Nº SPP2330888028.

GOVERNMENT OF THE STATE OF SÃO PAULO
SECRETARIAT OF ECONOMIC DEVELOPMENT
COMMERCIAL REGISTRY OF THE STATE OF SÃO PAULO

JUCESP
COMMERCIAL REGISTRY OF THE STATE OF SÃO PAULO

FULL CERTIFICATE OF INCORPORATION

DOCUMENT ISSUED VIA THE INTERNET

COMPANY INFORMATION			
CORPORATE NAME YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA		LEGAL FORM LIMITED LIABILITY COMPANY	
NIRE 35262161582	CNPJ 52.132.442/0001-95	FILING NUMBER 35262161582	FILING DATE 09/11/2023

CERTIFICATE INFORMATION		
ISSUE DATE 09/16/2023	TIME OF ISSUE 11:04:15 PM	CONTROL CODE 220535016
THE AUTHENTICITY OF THIS DOCUMENT, AS WELL AS ITS ELECTRONIC VERSION, CAN BE VERIFIED AT WWW.JUCESPONLINE.SP.GOV.BR		

THIS COPY WAS DIGITALLY AUTHENTICATED AND SIGNED ON 09/16/2023 BY THE JUCESP SECRETARY GENERAL – MARIA CRISTINA FREI UNDER ARTICLE 1 OF PROVISIONAL MEASURE NO. 2.200-2 OF 08/24/2001, WHICH ESTABLISHED THE BRAZILIAN PUBLIC KEY INFRASTRUCTURE – ICP-BRASIL, IN FORCE PURSUANT TO CONSTITUTIONAL AMENDMENT NO. 32 OF 09/11/2001 – ARTICLE 2.

ARTICLE 1. THE BRAZILIAN PUBLIC KEY INFRASTRUCTURE – ICP-BRASIL IS HEREBY ESTABLISHED TO ENSURE THE AUTHENTICITY, INTEGRITY, AND LEGAL VALIDITY OF ELECTRONIC DOCUMENTS, SUPPORTING APPLICATIONS, AND ENABLED APPLICATIONS THAT USE DIGITAL CERTIFICATES, AS WELL AS THE PERFORMANCE OF SECURE ELECTRONIC TRANSACTIONS.

JUCESP COMMERCIAL REGISTRY OF THE STATE OF SÃO PAULO

I certify the registration of incorporation under NIRE No. 35262161582 on 09/11/2023 of the company YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA, filed under No. SPP2330888028. Authentication: validate the registration's authenticity at http://www.jucesp.sp.gov.br/ using the registration number. MARIA CRISTINA FREI – General Secretary. This copy was authenticated and digitally signed on 09/16/2023 by MARIA CRISTINA FREI – General Secretary. Authentication: 220535016. JUCESP guarantees the authenticity of the registration and the Full Certificate of Incorporation when viewed directly on the portal www.jucesponline.sp.gov.br.

JUCESP

SÃO PAULO
STATE GOVERNMENT

Application Cover

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01
01

Redesim Protocol

SPP2330888028

REGISTRATION DATA

ACT(S):
Normal Constitution

CORPORATE NAME		SIZE
YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA		OTHERS
STREET		NUMBER
RUA DOUTOR CLEMENTE HOLTMAN JUNIOR		347
COMPLEMENT: THIRD FLOOR ROOM 37 LIBERAL CENTER BUILDING CONDOMINIUM	NEIGHBORHOOD | DISTRICT: FRAZATTO	ZIP CODE: 13911082
CITY: JAGUARIÚNA		STATE: SP
E-MAIL: TRADICAO@TRADICAONLINE.COM.BR		PHONE
REQUIREMENT NUMBER(S): 2nd Requirement	CNPJ - REGISTERED OFFICE	NIRE - REGISTERED OFFICE

SIGNATORY IDENTIFICATION / APPLICATION SIGNER

NAME: MARCELO KENJI GOMES YANAI - Managing Partner

DATE OF SIGNATURE:

SIGNATURE:

AMOUNTS PAID

DARE R$ 243.93

DARF Exempt

I DECLARE, UNDER PENALTY OF LAW, THAT THE INFORMATION CONTAINED IN THIS APPLICATION/PROCESS IS TRUE AND ACCURATE.

FOR EXCLUSIVE USE BY THE COMMERCIAL REGISTRY OF THE STATE OF SÃO PAULO (INCLUDING BACK PAGE)

PROTOCOL STAMP

JUCESP
CAMPINAS
SEP 11 2023
PROTOCOL

NOTES:

DOCUMENTS NOT PICKED UP WITHIN 90 DAYS OF AVAILABILITY WILL BE DISCARDED – ART. 57, §5, DECREE 1.800/96

JUCESP
COMMERCIAL REGISTRY OF THE STATE OF SÃO PAULO

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ARTICLES OF INCORPORATION
OF
YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA

By this private instrument for the incorporation of a limited liability business company, the partners identified below:

MARCELO KENJI GOMES YANAI, Brazilian, married under the partial community property regime, born in the city of Osasco, State of São Paulo, on November 5, 1981, civil engineer, residing and domiciled at Rua Heitor Turato No. 204, Reserva do Jaguary neighborhood, in the city of Jaguariúna, State of São Paulo, ZIP Code 13919-262, bearer of Identity Card ID No. 25.131.905-2-SSP/SP, issued on July 19, 2012, and enrolled with the CPF/MF under No. 297.831.088-08; and

JOÃO MIGUEL CARPINETTI FERRÃO, Brazilian, married under the partial community property regime, born in the city of Campinas, State of São Paulo, on January 22, 1987, civil engineer, residing and domiciled at Rua Ministro Oscar Saraiva, No. 40, Apartment 74-A, Jardim das Paineiras neighborhood, in the city of Campinas, State of São Paulo, ZIP Code 13092-342, bearer of Identity Card ID No. 34.010.104-0-SSP/SP, issued on March 24, 2005, and enrolled with the CPF/MF under No. 350.371.828-16.

Hereby resolve to form a limited liability business company, which shall be governed by the following clauses and conditions and, in the event of omissions, by the specific legislation governing this type of corporate entity:

CLAUSE I

The company shall operate under the corporate name **"YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA."**

Sole Paragraph: The company shall adopt and use the trade name **"YANAI CONSTRUTORA."**

CLAUSE II

-----//signature//-----

The company shall have its registered office at **RUA DOUTOR CLEMENTE HOLTMAN JUNIOR No. 347, ROOM 37, 3RD FLOOR, LIBERAL CENTER I BUILDING CONDOMINIUM, FRAZATTO NEIGHBORHOOD, ZIP CODE 13911-082, IN THE CITY OF JAGUARIÚNA, STATE OF SÃO PAULO**, and may establish branches, subsidiaries, and representative offices throughout the national territory, in compliance with the provisions of applicable laws.

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JUCESP COMMERCIAL REGISTRY OF THE STATE OF SÃO PAULO
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CLAUSE III

The company shall have as its corporate purpose the performance, on its own behalf, of the following activities:

a) - 4120-4-00 - CONSTRUCTION, MAINTENANCE, AND RENOVATION SERVICES FOR RESIDENTIAL AND COMMERCIAL BUILDINGS OF ANY KIND, WHETHER PARTIAL OR TURNKEY;

b) - 4399-1-01 - CONSTRUCTION MANAGEMENT SERVICES, WHETHER PARTIAL OR TURNKEY;

c) - 7112-1-00 - ADVISORY AND CONSULTING SERVICES IN THE FIELD OF ENGINEERING;

d) - 6311-9-00 - DATA ENTRY AND PROCESSING SERVICES;

e) - 8129-0-00 - SWIMMING POOL CLEANING AND TREATMENT SERVICES, AMONG OTHERS;

f) - 8219-9-99 - DOCUMENT PREPARATION AND ADMINISTRATIVE SUPPORT SERVICES;

g) - 8599-6/04 - COURSES, BOOKS, AND TRAINING PROGRAMS, BOTH IN-PERSON AND DISTANCE LEARNING;

h) - 4789-0-05 - RETAIL SALE OF SANITIZING AND HOUSEHOLD SANITATION PRODUCTS;

i) - 6810-2-01 - PURCHASE AND SALE OF REAL ESTATE PROPERTIES ON ITS OWN ACCOUNT;

j) - 6463-8-00 - PARTICIPATION IN OTHER COMPANIES AS A PARTNER OR SHAREHOLDER, IN BRAZIL AND ABROAD;

k) - 4761-0/01 - RETAIL SALE OF BOOKS, INCLUDING VIRTUAL BOOKS (e-books).

CLAUSE IV

The term of duration of the company shall be indefinite, and the commencement of activities is scheduled to occur on August 20, 2023.

CLAUSE V

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The share capital subscribed by the partners is R$30,000.00 (thirty thousand reais), represented by 30,000 (thirty thousand) quotas, with a par value of R$1.00 (one real) each, distributed among the partners as follows and in the following proportion:

The partner **MARCELO KENJI GOMES YANAI** subscribes 24,000 (twenty-four thousand) quotas of the share capital, with a par value of R$1.00 (one real) each, totaling R$24,000.00 (twenty-four thousand reais).

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JUCESP COMMERCIAL REGISTRY OF THE STATE OF SÃO PAULO

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The partner **JOÃO MIGUEL CARPINETTI FERRÃO** subscribes 6,000 (six thousand) quotas of the share capital, with a par value of R$1.00 (one real) each, totaling R$6,000.00 (six thousand reais).

The Share Capital and the partners' participation are distributed as follows:

PARTNERS	QUOTAS	CAPITAL AMOUNT
MARCELO KENJI GOMES YANAI	**24,000**	**R$ 24,000.00**
JOÃO MIGUEL CARPINETTI FERRÃO	**6,000**	**R$ 6,000.00**
TOTAL	**30,000**	**R$ 30,000.00**

Sole Paragraph: The total subscribed quotas, namely 30,000 (thirty thousand) quotas, with a par value of R$1.00 (one real) each, totaling R$30,000.00 (thirty thousand reais), shall be fully paid in by December 31, 2023, in Brazilian legal currency.

CLAUSE VI

Pursuant to Article 1,052 of Law No. 10,406, dated January 10, 2002, the liability of each partner shall be limited to the value of their respective quotas, but all partners shall be jointly liable for the full payment of the share capital.

CLAUSE VII

The management of the company shall be exercised by the partners, **MARCELO KENJI GOMES YANAI** and **JOÃO MIGUEL CARPINETTI FERRÃO**, individually or jointly, who shall represent the company actively and passively, judicially and extrajudicially, always acting in defense of the company's interests.

First Paragraph: The managing partners may appoint attorneys-in-fact, by joint signature, to represent them, granting specific powers and establishing the term of duration of the respective powers of attorney.

Second Paragraph: The managing partners shall sign exclusively and jointly for the issuance of promissory notes and acceptance of bills of exchange, as well as for the execution of deeds of purchase and sale, granting of guarantees, mortgages, endorsements, and acceptances on behalf of the company, and under no circumstances shall they be authorized to grant favors to third parties that may cause losses to the company.

Third Paragraph: The managing partners shall be entitled to a monthly withdrawal as a salary, in an amount to be established by the company through a resolution adopted at a partners' meeting. In the event of the temporary leave of absence of a managing partner, the right to receive the salary shall be suspended for the same period.

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Fourth Paragraph: The managing partners declare, under penalty of law, that they are not prevented by any special law from exercising the management of the company, nor have they been convicted, or are under the effects of a conviction, of any penalty that temporarily or permanently prohibits access to public office, nor convicted of bankruptcy-related crimes, malfeasance, bribery, extortion, embezzlement, or crimes against the popular economy, the national financial system, competition protection rules, consumer relations, public faith, or property.

CLAUSE VIII

The resolutions of the company shall be adopted at a Partners' Meeting, pursuant to the law and the Partners' Agreement, which may be waived whenever all Partners decide, in writing, matters of interest to the company that require this form of resolution, especially those related to the achievement of the corporate purpose. Evidence of such a decision may be embodied in the very instrument that would otherwise require such formality for its full validity and effectiveness.

Sole Paragraph: Within four months following the end of the fiscal year, the partners shall deliberate on the accounts and other matters, when applicable (Articles 1,071 and 1,072, Paragraph 2, and Article 1,078 of the Brazilian Civil Code of 2002).

CLAUSE IX

On December 31 of each year, the company's Balance Sheet for the fiscal year shall be prepared, and the profits or losses shall be distributed in accordance with the provisions established in the Partners' Agreement.

First Paragraph: At the partners' discretion and in the interest of the company itself, all or part of the profits determined may be allocated to the formation of Profit Reserves, pursuant to Law No. 6,404/76, or may remain as Retained Earnings for future allocation.

Second Paragraph: The company may prepare interim financial statements and distribute the profits determined therein, subject to legal limitations, and may also distribute profits based on retained earnings or profit reserves reflected in the latest balance sheet.

Third Paragraph: By mutual agreement, the partners allow the distribution of results determined in the year-end balance sheets, as well as in interim statements, to be disproportionate to each partner's participation in the share capital; however, no partner may be excluded from participation.

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CLAUSE X

The partners shall not be secondarily liable for the company's corporate obligations.

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CLAUSE XI

In the cases omitted from this instrument, the company shall be governed supplementarily by the provisions of Law No. 6,404/76.

CLAUSE XII

The company's quotas are indivisible and freely transferable among the partners, but may not be assigned or transferred to third parties without the express consent of the company, The right of first refusal, under equal prices and conditions, belongs to the partner who wishes to acquire them, if any partner intends to assign the quotas he holds.

CLAUSE XIII

In the event one of the partners intends to withdraw from the company, such partner shall notify the other partner in writing at least 60 (sixty) days in advance; upon withdrawal, the withdrawing partner's equity interest shall be reimbursed after the preparation of a special balance sheet on the relevant date to determine its value, and payment shall be made in 10 (ten) monthly installments, all adjusted by the IGP-M index plus 1% (one percent) interest, with the first installment due 30 (thirty) days after the withdrawal date and the remaining installments due on the same day of the subsequent months.

CLAUSE XIV

In the event of the death of one of the partners, the company shall not be dissolved; upon the occurrence of death, an Extraordinary Balance Sheet shall be prepared as of the date of the event for the determination of the company's rights, assets, and obligations, which shall serve as the basis for determining the deceased partner's equity interest, the payment to the lawful heirs shall be made in Brazilian legal currency within 48 (forty-eight) months, in consecutive monthly installments, each corresponding to 1/48 (one forty-eighth), each installment being monetarily adjusted by the IGP-M index plus 1% (one percent) interest. The first installment shall become due 30 (thirty) days after such date, and the remaining installments shall become successively due on the same day of the subsequent months until payment of the 48th (forty-eighth) installment. The heirs may, however, join the company or transfer the quotas, which shall be effected through the execution of a new Articles of Association within 30 (thirty) days from the date of closing of the Extraordinary Balance Sheet.

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CLAUSE XV

By mutual agreement of the partners, the company may be dissolved and, in the event of cessation of activities, the existing assets shall be sold and the proceeds from such sales shall be distributed proportionally according to each partner's participation in the share capital.

CLAUSE XVI

For the resolution of any dispute arising from this instrument, the venue of the City and Judicial District of Jaguariúna, State of São Paulo, is hereby elected, with express waiver of any other venue, however privileged it may be.

CLAUSE XVII

The partners declare that the quotas are subject to the nature of **NON-SEIZABILITY** and **NON-COMMUNICABILITY**, pursuant to the applicable legislation, and therefore may not be attached or seized by third parties, under penalty of nullity.

CLAUSE XVIII

The exclusion of a partner from the company for just cause shall be permitted when such partner jeopardizes the continuity of the company due to acts of undeniable seriousness, in compliance with the provisions set forth in Article 1,085 and other applicable provisions of the Brazilian Civil Code. In such case, the partner in question shall be reimbursed for the invested amount without interest or monetary adjustment.

Sole Paragraph: The other circumstances involving exclusion of a partner from the company shall also be governed by the remaining provisions of the Brazilian Civil Code.

CLAUSE XIX

The partners may execute "Partners' Agreements," pursuant to Article 118 of Federal Law No. 6,404/76, which, once filed at the company's registered office, shall be binding upon the company in the cases provided by law and whenever the company expressly assumes, as intervening consenting party, the obligation to comply therewith. -----//signature//-----

CLAUSE XX

All partners, on their own behalf and on behalf of their successors, undertake to comply with this agreement in all of its clauses and conditions.

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JUCESP COMMERCIAL REGISTRY OF THE STATE OF SÃO PAULO

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CLAUSE XXI

This agreement may be amended, in whole or in part, in accordance with the interests and resolutions of the partners, and such amendment shall be recorded with the competent registry.

And being in full agreement with all terms set forth in this private instrument, the parties undertake to comply with this agreement, signing it in the presence of the two witnesses below in 03 (three) counterparts of equal form and content, the first counterpart being intended for registration and filing with the COMMERCIAL REGISTRY OF THE STATE OF SÃO PAULO.

Jaguariúna, August 14, 2023.

THE PARTIES

JAGUARIÚNA-SP

JAGUARIÚNA - SP

MARCELO KENJI GOMES YANAI
MANAGING PARTNER

JOÃO MIGUEL CARPINETTI FERRÃO
MANAGING PARTNER

WITNESSES

LUIS CARLOS MARQUEZINI
ID: 8.929.466-X-SSP/SP

RAMON GRANGUELLI BRANCALHONE
ID: 30.717.829-8-SSP/SP

ATTORNEY

JOSÉ ROBERTO BRANCALHONE
OAB/SP: 103.684

Notary Public and Protest Registry Office for Bills and Securities
Dr. Matheus Trevizan Carriel
Av. Antônio Pinto Catão, 293 - Jardim Mauá II, Jaguariúna - SP, ZIP Code 13820-000

I hereby acknowledge by similarity the signature indicated for: MARCELO KENJI GOMES YANAI (81108) on a document WITH economic value, to which I certify.
Seal(s): AA0220310.
Jaguariúna - SP, 08/18/2023. In witness whereof
ADRIANA CRISTINA MARMIROLLI
Security Code: [illegible] Fee: R$12.18
VALID ONLY WITH THE AUTHENTICITY SEAL

E-mail: jaguariuna@tabeliaojaguariuna.com.br

NOTARY PUBLIC AND PROTEST REGISTRY OFFICE
ECONOMIC VALUE
C10483AA0220310

JUCESP COMMERCIAL REGISTRY OF THE STATE OF SÃO PAULO

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Notary Public and Protest Registry Office for Bills and Securities
Dr. Matheus Trevizan Carriel
Av. Antônio Pinto Catão, 293 - Jardim Mauá II, Jaguariúna - SP, ZIP Code 13820-000

I hereby acknowledge by similarity the signature indicated for:
JOAO MIGUEL CARPINETTI FERRAO(122306) on a document WITH
economic value, to which I certify.
Seal(s): AA0220271.
Jaguariúna - SP, 08/18/2023. In witness whereof

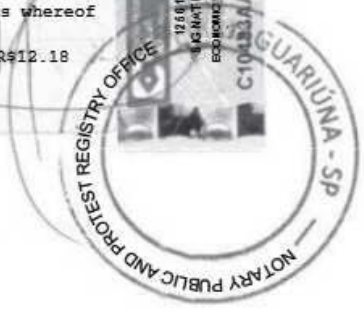
GISELE GONÇALVES FARIA DE MORAES

Security Code: [illegible] Fee: R$12.18

VALID ONLY WITH THE AUTHENTICITY SEAL

E-mail: jaguariuna@tabeliaojaguariuna.com.br





JUCESP
COMMERCIAL REGISTRY OF THE STATE OF SÃO PAULO

I certify the registration of incorporation under NIRE No. 35262161582 on 09/11/2023 of the company YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA, filed under No. SPP2330888028. Authentication: validate the registration's authenticity at http://www.jucesp.sp.gov.br/ using the registration number. MARIA CRISTINA FREI – General Secretary. This copy was authenticated and digitally signed on 09/16/2023 by MARIA CRISTINA FREI – General Secretary. Authentication: 220535016. JUCESP guarantees the authenticity of the registration and the Full Certificate of Incorporation when viewed directly on the portal www.jucesponline.sp.gov.br.

JUCESP

SÃO PAULO
STATE GOVERNMENT

DECLARATION OF CLEARANCE

To the Commercial Registry of the State of São Paulo

NAME					
MARCELO KENJI GOMES YANAI					
NATIONALITY			MARITAL STATUS		
BRAZILIAN			**Married**		
CPF	RACE OR ETHNICITY	ID	ISSUE DATE	ISSUING AGENCY	STATE
29783108808	**White**	**251319052**	**07/19/2012**	**SSP**	**SP**
RESIDENCE				NUMBER	
HEITOR TURATO				**204**	
NEIGHBORHOOD / DISTRICT				ZIP CODE	
RESERVA DO JAGUARY				**13919262**	
COMPLEMENT					
CITY				STATE	
Jaguariúna				**SP**	

I declare, under the penalties of the law, that I am not legally barred, by any special law, from managing a company, and that I have not been convicted or currently subject to the effects of a conviction involving a penalty that prohibits, even temporarily, access to public office, or for crimes such as bankruptcy, malfeasance, bribery, extortion, embezzlement; or crimes against the popular economy, the National Financial System, the rules of fair competition, consumer relations, public faith, or property.

NAME AND SIGNATURE OF THE BUSINESS OWNER / PARTNER / DIRECTORS / MANAGERS OR LEGAL REPRESENTATIVE

PLACE	**Jaguariúna**	DATE	**08/31/2023**
NAME	**MARCELO KENJI GOMES YANAI**	**SIGNATURE**	**----//signature//-----**

JUCESP COMMERCIAL REGISTRY OF THE STATE OF SÃO PAULO

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JUCESP

SÃO PAULO
STATE GOVERNMENT

DECLARATION OF CLEARANCE

To the Commercial Registry of the State of São Paulo

NAME					
JOAO MIGUEL CARPINETTI FERRAO					
NATIONALITY			MARITAL STATUS		
BRAZILIAN			**Married**		
CPF	RACE OR ETHNICITY	ID	ISSUE DATE	ISSUING AGENCY	STATE
35037182816	**White**	**340101040**	**03/24/2005**	**SSP**	**SP**
RESIDENCE				NUMBER	
MINISTRO OSCAR SARAIVA				**40**	
NEIGHBORHOOD / DISTRICT				ZIP CODE	
JARDIM DAS PAINEIRAS				**13092342**	
COMPLEMENT					
APT 74 A					
CITY				STATE	
Campinas				**SP**	

I declare, under the penalties of the law, that I am not legally barred, by any special law, from managing a company, and that I have not been convicted or currently subject to the effects of a conviction involving a penalty that prohibits, even temporarily, access to public office, or for crimes such as bankruptcy, malfeasance, bribery, extortion, embezzlement; or crimes against the popular economy, the National Financial System, the rules of fair competition, consumer relations, public faith, or property.

NAME AND SIGNATURE OF THE BUSINESS OWNER / PARTNER / DIRECTORS / MANAGERS OR LEGAL REPRESENTATIVE

PLACE	**Campinas**	DATE	**08/31/2023**
NAME	**JOAO MIGUEL CARPINETTI FERRAO**	**SIGNATURE**	**----//signature//-----**

JUCESP COMMERCIAL REGISTRY OF THE STATE OF SÃO PAULO

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DECLARATION

I, MARCELO KENJI GOMES YANAI, bearer of Identification Document No. 251319052 and registered under the Individual Taxpayer Registry – CPF No. 29783108808, in my capacity as owner, partner, or legal representative of the company YANAI GESTAO DE OBRAS E CONSTRUCAO LTDA, hereby **DECLARE** that I am aware that the **ESTABLISHMENT** located at RUA DOUTOR CLEMENTE HOLTMAN JUNIOR, 347 THIRD FLOOR ROOM 37 LIBERAL CENTER BUILDING CONDOMINIUM – Neighborhood: FRAZATTO – Jaguariúna - SP, ZIP Code 13911082, **MAY NOT OPERATE** without obtaining a municipal opinion on the feasibility of its installation and operation at the indicated location, following the guidelines established in the land use and zoning legislation, municipal regulations, and environmental protection area restrictions, under Article 24, §2 of State Decree No. 55.660/2010, and without a **VALID INTEGRATED LICENSING CERTIFICATE**, obtained through the Via Rápida Empresa system – State Licensing Module.

I also declare that I am aware that any change in the establishment's address, its activity or activity group, or any other conditions determining the issuance of the Integrated Licensing Certificate, results in the loss of its validity, and that from the moment of such change, I am responsible for renewing it.

Lastly, I declare that I am aware that the issuance of the Integrated Licensing Certificate may be requested by a duly authorized legal representative, in person at the time of collecting the business registration certificates at City Hall, or by the owner, partner, or accountant listed in the National Registry of Legal Entities (CNPJ) directly through the Jucesp website, via the licensing module, using the respective digital certificate.

MARCELO KENJI GOMES YANAI (Managing Partner)
251319052

I certify the registration of incorporation under NIRE No. 35262161582 on 09/11/2023 of the company YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA, filed under No. SPP2330888028. Authentication: validate the registration's authenticity at http://www.jucesp.sp.gov.br/ using the registration number. MARIA CRISTINA FREI – General Secretary. This copy was authenticated and digitally signed on 09/16/2023 by MARIA CRISTINA FREI – General Secretary. Authentication: 220535016. JUCESP guarantees the authenticity of the registration and the Full Certificate of Incorporation when viewed direct[illegible]rtal www.jucesponline.sp.gov.br.

JUCESP

SÃO PAULO
STATE GOVERNMENT

VERIFICATION AND DIGITIZATION CERTIFICATE

I hereby certify and attest that I have verified the documentation related to process No. **SPP2330888028** of the company **YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA,** and that the digitized images contained in this electronic process faithfully correspond to the physical documents filed with this Commercial Registry.

This verification and digitization certificate is signed, using a digital certificate, by the employee/public servant **Ana Luiza Pazelli Brigatto**.

Commercial Registry of the State of São Paulo, 09/11/2023.

Ana Luiza Pazelli Brigatto, CPF: 34512320814

This document was digitally signed by Ana Luiza Pazelli Brigatto and forms an integral part of protocol No. SPP2330888028.

JUCESP
COMMERCIAL REGISTRY OF THE STATE OF SÃO PAULO

I certify the registration of incorporation under NIRE No. 35262161582 on 09/11/2023 of the company YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA, filed under No. SPP2330888028. Authentication: validate the registration's authenticity at http://www.jucesp.sp.gov.br/ using the registration number. MARIA CRISTINA FREI – General Secretary. This copy was authenticated and digitally signed on 09/16/2023 by MARIA CRISTINA FREI – General Secretary. Authentication: 220535016. JUCESP guarantees the authenticity of the registration and the Full Certificate of Incorporation when viewed directly on the portal www.jucesponline.sp.gov.br.

TERM OF ANALYSIS AND DECISION

I hereby approve the request(s) filed under protocol No. **SPP2330888028** for the Standard Incorporation of the company **YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA**.

This decision term is signed by Judge **Ana Luiza Pazelli Brigatto** using a digital certificate.

Commercial Registry of the State of São Paulo, 09/11/2023.

Ana Luiza Pazelli Brigatto, CPF: 34512320814

This document was digitally signed by Ana Luiza Pazelli Brigatto and forms an integral part of protocol No. SPP2330888028.

I certify the registration of incorporation under NIRE No. 35262161582 on 09/11/2023 of the company YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA, filed under No. SPP2330888028. Authentication: validate the registration's authenticity at http://www.jucesp.sp.gov.br/ using the registration number. MARIA CRISTINA FREI – General Secretary. This copy was authenticated and digitally signed on 09/16/2023 by MARIA CRISTINA FREI – General Secretary. Authentication: 220535016. JUCESP guarantees the authenticity of the registration and the Full Certificate of Incorporation when viewed directly on the portal www.jucesponline.sp.gov.br.

JUCESP

SÃO PAULO
STATE GOVERNMENT

AUTHENTICATION AND REGISTRATION CERTIFICATE

I hereby certify that the articles of incorporation of the company **YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA**, digitally signed and filed under protocol number **SPP2330888028** on **09/11/2023**, have been duly registered with JUCESP under parent company NIRE No. **35262161582**.

The registration is signed by the Secretary-General, Maria Cristina Frei, using a digital certificate.

The authenticity of this document, as well as the electronic file, may be verified on the website JUCESP by entering the authenticity number available on the cover page of the full-content certificate.

Commercial Registry of the State of São Paulo, 09/11/2023.

Maria Cristina Frei, CPF: 14804696881

This document was digitally signed by Maria Cristina Frei and forms an integral part of protocol No. SPP2330888028.

JUCESP
COMMERCIAL REGISTRY OF THE STATE OF SÃO PAULO

I certify the registration of incorporation under NIRE No. 35262161582 on 09/11/2023 of the company YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA, filed under No. SPP2330888028. Authentication: validate the registration's authenticity at http://www.jucesp.sp.gov.br/ using the registration number. MARIA CRISTINA FREI – General Secretary. This copy was authenticated and digitally signed on 09/16/2023 by MARIA CRISTINA FREI – General Secretary. Authentication: 220535016. JUCESP guarantees the authenticity of the registration and the Full Certificate of Incorporation when viewed directly on the portal www.jucesponline.sp.gov.br.

I, Marina Viana Silva, telephone number 415 425-2508, mailing address P.O. Box 90487, San Diego, CA 92169, certify that I have performed the professional translation of this document from Portuguese to English, as a qualified translator fluent in both languages, and that the following is an accurate and complete translation of the document.

Marina Viana

Date: May 15, 2026

GOVERNO DO ESTADO DE SÃO PAULO
SECRETARIA DE DESENVOLVIMENTO ECONÔMICO
JUNTA COMERCIAL DO ESTADO DE SÃO PAULO

JUCESP
Junta Comercial do Estado de São Paulo

CERTIDÃO DE INTEIRO TEOR

DOCUMENTO EMITIDO PELA INTERNET

DADOS DA EMPRESA			
NOME EMPRESARIAL YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA		TIPO JURÍDICO SOCIEDADE LIMITADA	
NIRE 35262161582	CNPJ 52.132.442/0001-95	NÚMERO DO ARQUIVAMENTO 35262161582	DATA DO ARQUIVAMENTO 11/09/2023

DADOS DA CERTIDÃO		
DATA DE EXPEDIÇÃO 16/09/2023	HORA DE EXPEDIÇÃO 23:04:15	CÓDIGO DE CONTROLE 220535016
A AUTENTICIDADE DO PRESENTE DOCUMENTO, BEM COMO O ARQUIVO NA FORMA ELETRÔNICA PODEM SER VERIFICADOS NO ENDEREÇO WWW.JUCESPONLINE.SP.GOV.BR		

ESTA CÓPIA FOI AUTENTICADA DIGITALMENTE E ASSINADA EM 16/09/2023 PELA SECRETÁRIA GERAL DA JUCESP – MARIA CRISTINA FREI, CONFORME ART. 1º DA MP2200-2 DE 24/08/2001, QUE INSTITUI A INFRAESTRUTURA DE CHAVES PÚBLICAS BRASILEIRAS – ICP BRASIL, EM VIGOR CONSOANTE E.C Nº32 DE 11/09/2001 M- ART.2º.

ART 1º. FICA INSTITUÍDA A INFRAESTRUTURA DE CHAVES PÚBLICAS BRASILEIRA – ICP BRASIL, PARA GARANTIR AUTENTICIDADE, INTEGRIDADE E VALIDADE JURÍDICA DE DOCUMENTOS EM FORMA ELETRÔNICA, DAS APLICAÇÕES DE SUPORTE E DAS APLICAÇÕES HABILITADAS QUE UTILIZEM CERTIFICADOS DIGITAIS, BEM COMO A REALIZAÇÃO DE TRANSAÇÕES ELETRÔNICAS SEGURAS.

JUCESP

SÃO PAULO
GOVERNO DO ESTADO

Requerimento Capa

SEQ. DOC
01
01

Protocolo Redesim

SPP2330888028

DADOS CADASTRAIS

ATO(S)
Constituição Normal

NOME EMPRESARIAL		PORTE
YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA		Demais
LOGRADOURO		NÚMERO
RUA DOUTOR CLEMENTE HOLTMAN JUNIOR		347
COMPLEMENTO	BAIRRO/DISTRITO	CEP
PAVMTOTERCEIRO SALA 37 COND EDIF LIBERAL CENTER	FRAZATTO	13911082
MUNICÍPIO		UF
JAGUARIÚNA		SP
E-MAIL		TELEFONE
TRADICAO@TRADICAONLINE.COM.BR		
NÚMERO EXIGÊNCIA (S)	CNPJ - SEDE	NIRE - SEDE
2ª Exigência		

IDENTIFICAÇÃO DO SIGNATÁRIO/ASSINANTE DO REQUERIMENTO CAPA

NOME: MARCELO KENJI GOMES YANAI - Sócio-Administrador

DATA ASSINATURA:

ASSINATURA:

VALORES RECOLHIDOS

DARE R$ 243,93

DARF Isento

DECLARO, SOB AS PENAS DA LEI, QUE AS INFORMAÇÕES CONSTANTES DO REQUERIMENTO/PROCESSO SÃO EXPRESSÃO DA VERDADE.

PARA USO EXCLUSIVO DA JUNTA COMERCIAL DO ESTADO DE SÃO PAULO (INCLUSIVE VERSO)

CARIMBO PROTOCOLO	OBSERVAÇÕES:
JUCESP 11 SET 2023 PROTOCOLO	

DOCUMENTOS NÃO RETIRADOS EM ATÉ 90 DIAS DA DISPONIBILIDADE SERÃO DESCARTADOS - ART. 57, §5º, DECRETO 1.800/96

JUCESP Junta Comercial do Estado de São Paulo

Certifico o registro de constituição sob o NIRE nº 35262161582 em 11/09/2023 da empresa YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA, protocolado sob o nº SPP2330888028. Autenticação: validar a autenticidade do registro em http://www.jucesp.sp.gov.br/ com o número do mesmo. MARIA CRISTINA FREI - Secretária Geral. Esta cópia foi autenticada digitalmente e assinada em 16/09/2023 por MARIA CRISTINA FREI – Secretária Geral. Autenticação: 220535016. A JUCESP garante a autenticidade do registro e da Certidão de Inteiro Teor quando visualizado diretamente no portal www.jucesponline.sp.gov.br.

CONTRATO SOCIAL DE CONSTITUIÇÃO DE YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA

Pelo presente instrumento particular de constituição de sociedade empresária limitada, os sócios abaixo qualificados:

MARCELO KENJI GOMES YANAI, de nacionalidade brasileira, casado sob o regime de comunhão parcial de bens, nascido no município de Osasco, estado de São Paulo, em 05 de novembro de 1981, engenheiro civil, residente e domiciliado à Rua Heitor Turato nº 204, bairro Reserva do Jaguary, na cidade de Jaguariúna, estado de São Paulo, CEP 13919-262, portador da cédula de identidade RG nº 25.131.905-2-SSP/SP, emitida em 19 de julho de 2012 e inscrito no CPF/MF sob nº 297.831.088-08; e

JOÃO MIGUEL CARPINETTI FERRÃO, de nacionalidade brasileira, casado sob o regime de comunhão parcial de bens, nascido no município de Campinas, estado de São Paulo, em 22 de janeiro de 1987, engenheiro civil, residente e domiciliado à Rua Ministro Oscar Saraiva, 40 - apartamento 74-A, bairro Jardim das Paineiras, na cidade de Campinas, estado de São Paulo, CEP 13092-342, portador da cédula de identidade RG nº 34.010.104-0-SSP/SP, emitida em 24 de março de 2005 e inscrito no CPF/MF sob nº 350.371.828-16.

Resolvem constituir uma sociedade empresária limitada, que será regida pelas cláusulas e condições que seguem e nas omissões pela legislação específica que disciplina esse tipo societário:

CLÁUSULA I

A sociedade girará sob a denominação social de **"YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA".**

Parágrafo Único: A sociedade adotará e utilizará a expressão fantasia **"YANAI CONSTRUTORA"**

CLÁUSULA II

A sociedade terá sua sede social na **RUA DOUTOR CLEMENTE HOLTMAN JUNIOR Nº 347, SALA 37, 3º PAVIMENTO, CONDOMINIO EDIFICIO LIBERAL CENTER I, BAIRRO FRAZATTO, CEP 13911-082, NA CIDADE DE JAGUARIÚNA, ESTADO DE SÃO PAULO,** podendo estabelecer filiais e sucursais e escritórios de representação em todo o território nacional, obedecendo às disposições das leis vigentes.

Certifico o registro de constituição sob o NIRE nº 35262161582 em 11/09/2023 da empresa YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA, protocolado sob o nº SPP2330888028. Autenticação: validar a autenticidade do registro em http://www.jucesp.sp.gov.br/ com o número do mesmo. MARIA CRISTINA FREI - Secretária Geral. Esta cópia foi autenticada digitalmente e assinada em 16/09/2023 por MARIA CRISTINA FREI – Secretária Geral. Autenticação: 220535016. A JUCESP garante a autenticidade do registro e da Certidão de Inteiro Teor quando visualizado diretamente no portal www.jucesponline.sp.gov.br.

CLÁUSULA III

A sociedade terá como atividades em seu objetivo social a exploração por conta própria, os ramos de:

a)-4120-4-00-CONSTRUÇÃO E SERVIÇOS DE MANUTENÇÃO E REFORMAS DE EDIFÍCIOS RESIDENCIAIS E COMERCIAIS DE QUALQUER TIPO, PARCIAL OU GLOBAL;
b)-4399-1-01-SERVIÇOS DE ADMINISTRAÇÃO DE OBRAS, PARCIAL OU GLOBAL;
c)-7112-1-00-SERVIÇOS DE ASSESSORIA E CONSULTORIA NA ÁREA DE ENGENHARIA;
d)-6311-9-00-SERVIÇOS DE INSERÇÃO DE DADOS E PROCESSAMENTO;
e)-8129-0-00-SERVIÇOS DE LIMPEZA E TRATAMENTO DE PISCINAS E OUTROS;
f)-8219-9-99-SERVIÇOS DE PREPARAÇÃO DE DOCUMENTOS E APOIO ADMINISTRATIVO;
g)-8599-6/04-CURSOS LIVRES E TREINAMENTOS, PRESENCIAL E A DISTÂNCIA;
h)-4789-0-05-COMERCIO VAREJISTA DE PRODUTOS SANEANTES E DOMISSANITÁRIOS;
i)-6810-2-01-COMPRA E VENDA DE IMOVEIS POR CONTA PROPRIA;
j)-6463-8-00-PARTICIPAÇÃO EM OUTRAS SOCIEDADES COMO SOCIA OU ACIONISTA, NO BRASIL E NO EXTERIOR;
k)-4761-0/01-COMÉRCIO VAREJISTA DE LIVROS, INCLUSIVE VIRTUAIS (ebooks).

CLÁUSULA IV

O prazo de duração da sociedade é por tempo indeterminado e o início das atividades esta previsto para ocorrer em 20 de agosto de 2023.

CLÁUSULA V

O Capital Social subscrito pelos sócios é de R$ 30.000,00 (trinta mil reais) representado por 30.000 (trinta mil) cotas, com valor unitário de R$ 1,00 (um real), distribuído entre os sócios da seguinte forma e proporção:

O sócio **MARCELO KENJI GOMES YANAI**, subscreve 24.000 (vinte e quatro mil) cotas do capital social, com valor unitário de R$ 1,00 (um real), perfazendo o total de R$ 24.000,00 (vinte e quatro mil reais).

Certifico o registro de constituição sob o NIRE nº 35262161582 em 11/09/2023 da empresa YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA, protocolado sob o nº SPP2330888028. Autenticação: validar a autenticidade do registro em http://www.jucesp.sp.gov.br/ com o número do mesmo. MARIA CRISTINA FREI - Secretária Geral. Esta cópia foi autenticada digitalmente e assinada em 16/09/2023 por MARIA CRISTINA FREI – Secretária Geral. Autenticação: 220535016. A JUCESP garante a autenticidade do registro e da Certidão de Inteiro Teor quando visualizado diretamente no portal www.jucesponline.sp.gov.br.

O sócio **JOÃO MIGUEL CARPINETTI FERRÃO**, subscreve 6.000 (seis mil) cotas do capital social, com valor unitário de R$ 1,00 (um real), perfazendo o total de R$ 6.000,00 (seis mil reais).

O Capital Social e a Participação dos sócios ficam assim demonstrados:

SÓCIOS	COTAS	VR CAPITAL
MARCELO KENJI GOMES YANAI	24.000	R$ 24.000,00
JOÃO MIGUEL CARPINETTI FERRÃO	6.000	R$ 6.000,00
TOTALIZANDO	30.000	R$ 30.000,00

Parágrafo Único: Da totalidade das cotas subscritas, ou seja, 30.000 (trinta mil), com valor unitário de R$ 1,00 (um real), perfazendo o total de R$ 30.000,00 (trinta mil reais), serão integralizadas até 31 de dezembro de 2023, em moeda corrente nacional.

CLÁUSULA VI

Nos termos do artigo 1.052 da Lei n º 10.406 de 10 de janeiro de 2.002, a responsabilidade de cada sócio é restrita ao valor de suas cotas, mas todos respondem solidariamente pela integralização do capital social.

CLÁUSULA VII

A Administração da sociedade será exercida pelos sócios, **MARCELO KENJI GOMES YANAI e JOÃO MIGUEL CARPINETTI FERRÃO**, isoladamente ou em conjunto, que representarão à sociedade ativa, passiva, judicial e extrajudicialmente, agindo sempre na defesa dos interesses da sociedade.

Parágrafo Primeiro: Os sócios administradores poderão nomear procuradores, assinando em conjunto, para representá-los, fixando-lhes poderes, estabelecendo inclusive prazo de duração dos respectivos mandatos.

Parágrafo Segundo: Os sócios administradores, exclusivamente, assinarão e em conjunto na emissão de notas promissórias e aceites de letras de cambio, bem como para outorga de escrituras de compra e venda, ceder avais, hipotecas, endossos, aceites quando para a sociedade, e em nenhuma hipótese estão autorizados ceder favores a terceiros que possam gerar prejuízo à sociedade.

Parágrafo Terceiro: Os sócios administradores terão o direito a uma retirada mensal, a título de Pró-Labore, em valor a ser fixado pela sociedade mediante deliberação em reunião de sócios. Em caso de afastamento periódico de sócio administrador, o direito a retirada Pró-Labore, fica suspenso por igual prazo.

JUCESP Junta Comercial do Estado de São Paulo

Certifico o registro de constituição sob o NIRE nº 35262161582 em 11/09/2023 da empresa YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA, protocolado sob o nº SPP2330888028. Autenticação: validar a autenticidade do registro em http://www.jucesp.sp.gov.br/ com o número do mesmo. MARIA CRISTINA FREI - Secretária Geral. Esta cópia foi autenticada digitalmente e assinada em 16/09/2023 por MARIA CRISTINA FREI – Secretária Geral. Autenticação: 220535016. A JUCESP garante a autenticidade do registro e da Certidão de Inteiro Teor quando visualizado diretamente no portal www.jucesponline.sp.gov.br.

Parágrafo Quarto: Os sócios administradores declaram, sob as penas da lei, que não estão impedidos, por lei especial, de exercerem a administração da sociedade e nem condenados ou sob efeitos de condenação, a pena que vede, ainda que temporariamente, o acesso a cargos públicos, ou por crime falimentar, de prevaricação, peita ou suborno, concussão, peculato, ou contra a economia popular, contra o sistema financeiro nacional, contra as normas de defesa da concorrência, contra as relações de consumo, a fé pública ou a propriedade.

CLÁUSULA VIII

As deliberações da sociedade a serão tomadas em reunião de Sócios, nos termos da Lei e do Acordo de Sócios, podendo ser dispensada quando todos os Sócios decidirem, por escrito, os assuntos de interesse da sociedade que demandem esta forma de deliberação, notadamente aquelas relacionadas à consecução do objeto social. A caracterização deste fato poderá restar materializado no próprio ato que exigiria aquela formalidade para sua plena validade e eficácia.

Parágrafo Único: Nos quatro meses seguintes ao término do exercício social, os sócios deliberarão sobre as contas e outros, quando for o caso. (arts. 1071 e 1072 § 2º e art. 1078, CC/2002).

CLÁUSULA IX

Todo dia 31 de dezembro de cada ano será realizado o levantamento do Balanço Patrimonial do Exercício, sendo que os lucros ou as perdas, serão distribuídos de acordo com o definido em acordo de Sócios.

Parágrafo Primeiro: Por critério dos sócios e no atendimento de interesse da própria sociedade, a totalidade ou parte dos lucros apurados poderão ser destinados à formação de Reservas de Lucros, conforme estabelece a Lei 6.404/76, ou então permanecer em Lucros Acumulados para futura destinação.

Parágrafo Segundo: Fica facultado a sociedade levantar demonstrações financeiras intermediárias e distribuir os lucros nelas apurados observados as limitações legais, e ainda distribuir lucros com base nos lucros acumulados ou reservas de lucros constantes do último balanço patrimonial.

Parágrafo Terceiro: Os sócios, de comum acordo, ajustam permitir que as distribuições de resultados, apurados nos balanços de encerramento dos exercícios sociais, bem como em demonstrações intermediárias, sejam desproporcionais a participação no capital social, porém nenhuma sócia poderá ser excluída da participação.

CLÁUSULA X

Os sócios não respondem subsidiariamente pelas obrigações sociais da sociedade.

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CLÁUSULA XI

Nos casos omissos no presente instrumento a sociedade determina a regência supletiva pelas normas da Lei 6.404/76.

CLÁUSULA XII

As cotas da sociedade são indivisíveis e são transferíveis livremente entre os sócios, mas não poderão ser cedidas ou transferidas sem o expresso consentimento da sociedade a estranhos, cabendo em igualdade de preços e condições, o direito de preferência ao sócio que queira adquiri-las, no caso de algum cotista pretender ceder às cotas que possuir.

CLÁUSULA XIII

No caso de um dos sócios pretenderem retirar-se da sociedade, deverá notificar o outro, por escrito, com antecedência mínima de 60 (sessenta) dias, e se retirando, seus haveres lhe serão reembolsados, após o levantamento de um balanço especial na data para apurá-los, e pagos em 10 (dez) prestações mensais, todas atualizadas pelo IGPM e mais 1% (um por cento) de juros sendo a primeira, 30 (trinta) dias após a retirada e as demais vencerão no mesmo dia dos meses subseqüentes.

CLÁUSULA XIV

Em caso de falecimento de um dos sócios, a sociedade não se dissolverá, sendo que, ocorrendo o óbito, proceder-se-á um Balanço Patrimonial Extraordinário, a ser encerrado com base na data do evento, para a apuração dos direitos haveres e obrigações da empresa, que servirá de base para a apuração dos haveres do sócio falecido, e pagará aos herdeiros de direito, em moeda corrente do país, no prazo de 48 (quarenta e oito) meses, e em prestações mensais e consecutivas, a cada uma 1/48 (uma de quarenta e oito avos), sendo cada uma delas corrigidas monetariamente pelo índice do IGPM e mais 1% (um por cento) de juros , vencendo-se a primeira, 30 (trinta) dias após aquela data e as demais sucessivamente e em igual dia dos meses subsequentes, até o pagamento da 48ª. (quadragésima oitava) prestação. Poderão no entanto os herdeiros ingressar na sociedade , ou aliena-las e que se fará mediante a celebração de novo contrato social, dentro de 30 (trinta) dias da data do encerramento do Balanço Patrimonial Extraordinário.

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CLÁUSULA XV

Por mútuo consenso, dos sócios, a sociedade poderá ser dissolvida e em caso de cessação de atividades, os bens existentes serão vendidos e os frutos destas vendas serão divididos proporcionalmente a participação de cada um no capital social.

CLÁUSULA XVI

Para a solução de qualquer divergência originária do presente, fica eleito o Foro da cidade e comarca de Jaguariúna, estado de São Paulo, com renúncia expressa de qualquer outro por mais privilegiado que seja.

CLÁUSULA XVII

Os sócios declaram que as quotas são revestidas do caráter de **IMPENHORABILIDADE** e de **INCOMUNICABILIDADE**, conforme disposto na legislação vigente, não podendo, dessa forma, ser penhoradas por terceiros, sob pena de nulidade.

CLÁUSULA XVIII

É permitida a exclusão da sociedade por justa causa do sócio quando estiver pondo em risco a continuidade da empresa, em virtude de atos de inegável gravidade, obedecendo-se os preceitos lançados no artigo 1085 e demais normas do Código Civil Brasileiro. Neste caso o sócio em questão será reembolsado do valor investido sem juros nem correção.

Parágrafo Único: As outras hipóteses de exclusão de sócio da sociedade, também serão regidas pelas demais disposições do Código Civil Brasileiro.

CLÁUSULA XIX

Os sócios podem celebrar "Acordos de Sócios", nos termos do artigo 118 da Lei Federal nº 6.404/76, que, uma vez arquivados na sede da sociedade, serão a ela impositivos nas hipóteses da Lei e quando a mesma assumir expressamente, como interveniente anuente, a obrigação de respeitá-lo.

CLÁUSULA XX

Todos os sócios por si e seus sucessores obrigam-se a cumprir este contrato em todas as suas cláusulas e condições.

JUCESP Junta Comercial do Estado de São Paulo

Certifico o registro de constituição sob o NIRE nº 35262161582 em 11/09/2023 da empresa YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA, protocolado sob o nº SPP2330888028. Autenticação: validar a autenticidade do registro em http://www.jucesp.sp.gov.br/ com o número do mesmo. MARIA CRISTINA FREI - Secretária Geral. Esta cópia foi autenticada digitalmente e assinada em 16/09/2023 por MARIA CRISTINA FREI – Secretária Geral. Autenticação: 220535016. A JUCESP garante a autenticidade do registro e da Certidão de Inteiro Teor quando visualizado diretamente no portal www.jucesponline.sp.gov.br.

CLÁUSULA XXI

Este contrato poderá ser reformado total ou parcialmente conforme interesses e deliberação dos sócios, devendo ser averbado no registro competente.

E por se acharem em perfeito acordo, em tudo quanto neste instrumento particular foi lavrado, obrigam-se as partes a cumprir o presente, assinando-o na presença de duas testemunhas abaixo em 03 (três) exemplares de igual teor e forma, devendo a primeira via ser destinada ao registro e arquivamento na **JUNTA COMERCIAL DO ESTADO DE SÃO PAULO**.

Jaguariúna, 14 de agosto de 2023.

JAGUARIÚNA-SP

AS PARTES

JAGUARIÚNA - SP

MARCELO KENJI GOMES YANAI
SÓCIO ADMINISTRADOR

JOÃO MIGUEL CARPINETTI FERRÃO
SÓCIO ADMINISTRADOR

TESTEMUNHAS

LUIS CARLOS MARQUEZINI
RG: 8.929.466-X-SSP/SP

RAMON GRANGUELLI BRANCALHONE
RG: 30.717.829-8-SSP/SP

ADVOGADO

JOSÉ ROBERTO BRANCALHONE
OAB/SP: 103.684

Tabelião de Notas e de Protesto de Letras e Títulos
Dr. Matheus Trevizan Carriel
Av. Antonio Pinto Galvão, 293 - Jardim Maua II - Jaguariúna - SP - CEP 13912-122 - Fone: (19) 3837 6500

Reconheço, por semelhança, a firma indicada de:MARCELO KENJI GOMES YANAI(01108) em documento COM valor econômico, dou fé.
Selo(s):AA0220310.
Jaguariuna - SP, 18/08/2023. Em Testº____ da verdade.
ADRIANA CRISTINA MARMIROLLI
Código Seg. : 49264856504850514952495148 49 Valor:R$12,18.
VALIDO SOMENTE COM O SELO DE AUTENTICIDADE
E-mail: jaguariuna@tabeliaojaguariuna.com.br

TABELIÃO DE NOTAS E DE PROTESTO - JAGUARIÚNA - SP

126517
C10483AA0220310

7/7

JUCESP Junta Comercial do Estado de São Paulo

Certifico o registro de constituição sob o NIRE nº 35262161582 em 11/09/2023 da empresa YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA, protocolado sob o nº SPP2330888028. Autenticação: validar a autenticidade do registro em http://www.jucesp.sp.gov.br/ com o número do mesmo. MARIA CRISTINA FREI - Secretária Geral. Esta cópia foi autenticada digitalmente e assinada em 16/09/2023 por MARIA CRISTINA FREI – Secretária Geral. Autenticação: 220535016. A JUCESP garante a autenticidade do registro e da Certidão de Inteiro Teor quando visualizado diretamente no portal www.jucesponline.sp.gov.br.


Tabelião de Notas e de Protesto de Letras e Títulos
Dr. Matheus Trevizan Carriel
Av. Antonio Pinto Carião, 293 - Jardim Maua II - Jaguariúna - SP - CEP 13912-122 - Fone: (19) 3837 6500

Reconheco por semelhança, a firma indicada de:JOAO MIGUEL CARPINETTI FERRAO(122308) em documento COM valor econômico, dou fé.
Selo(s):AA0220271
Jaguariuna - SP, 18/08/2023. Em Testº da verdade.
GISELE GONÇALVES FARIA DE MORAES
Código Seg. : 47564856504830514952335455055 Valor:R$12,18
ºVALIDO SOMENTE COM O SELO DE AUTENTICIDADEº
E-mail: jaguariuna@tabeliaojaguariuna.com.br

123817 FIRMA VALOR ECONÔMICO 1 C10133AA0220271

TABELIÃO DE NOTAS E DE PRO... JAGUARIÚNA - SP

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JUCESP

SÃO PAULO
GOVERNO DO ESTADO

DECLARAÇÃO DE DESIMPEDIMENTO

À Junta Comercial do Estado de São Paulo

NOME					
MARCELO KENJI GOMES YANAI					
NACIONALIDADE			ESTADO CIVIL		
BRASILEIRO			**Casado (a)**		
CPF	COR OU RAÇA	IDENTIFICAÇÃO	DATA DE EXPEDIÇÃO	ÓRGÃO EMISSOR	UF
29783108808	**Branca**	**251319052**	**19/07/2012**	**SSP**	**SP**
DOMICILIADO (A)				NÚMERO	
HEITOR TURATO				**204**	
BAIRRO / DISTRITO				CEP	
RESERVA DO JAGUARY				**13919262**	
COMPLEMENTO					
MUNICÍPIO				UF	
Jaguariúna				**SP**	

Declara, sob as penas da lei, que não está impedido, por lei especial, de exercer a administração da sociedade e nem condenado ou sob efeitos de condenação, a pena que vede, ainda que temporariamente, o acesso a cargos públicos, ou por crime falimentar, de prevaricação, peita ou suborno, concussão, peculato; Ou contra a economia popular, contra o Sistema Financeiro Nacional, contra as normas de defesa da concorrência, contra as relações de consumo, a fé pública ou a propriedade.

NOME E ASSINATURA DO EMPRESÁRIO/SÓCIO/DIRETORES/ADMINISTRADORES OU REPRESENTANTE LEGAL			
LOCALIDADE	**Jaguariúna**	DATA	**31/08/2023**
NOME	**MARCELO KENJI GOMES YANAI**	ASSINATURA	

JUCESP Junta Comercial do Estado de São Paulo

Certifico o registro de constituição sob o NIRE nº 35262161582 em 11/09/2023 da empresa YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA, protocolado sob o nº SPP2330888028. Autenticação: validar a autenticidade do registro em http://www.jucesp.sp.gov.br/ com o número do mesmo. MARIA CRISTINA FREI - Secretária Geral. Esta cópia foi autenticada digitalmente e assinada em 16/09/2023 por MARIA CRISTINA FREI – Secretária Geral. Autenticação: 220535016. A JUCESP garante a autenticidade do registro e da Certidão de Inteiro Teor quando visualizado diretamente no portal www.jucesponline.sp.gov.br.

JUCESP

SÃO PAULO
GOVERNO DO ESTADO

DECLARAÇÃO DE DESIMPEDIMENTO

À Junta Comercial do Estado de São Paulo

NOME					
JOAO MIGUEL CARPINETTI FERRAO					
NACIONALIDADE			ESTADO CIVIL		
BRASILEIRO			Casado (a)		
CPF	COR OU RAÇA	IDENTIFICAÇÃO	DATA DE EXPEDIÇÃO	ÓRGÃO EMISSOR	UF
35037182816	Branca	340101040	24/03/2005	SSP	SP
DOMICILIADO (A)				NÚMERO	
MINISTRO OSCAR SARAIVA				40	
BAIRRO / DISTRITO				CEP	
JARDIM DAS PAINEIRAS				13092342	
COMPLEMENTO					
APT 74 A					
MUNICÍPIO				UF	
Campinas				SP	

Declara, sob as penas da lei, que não está impedido, por lei especial, de exercer a administração da sociedade e nem condenado ou sob efeitos de condenação, a pena que vede, ainda que temporariamente, o acesso a cargos públicos, ou por crime falimentar, de prevaricação, peita ou suborno, concussão, peculato; Ou contra a economia popular, contra o Sistema Financeiro Nacional, contra as normas de defesa da concorrência, contra as relações de consumo, a fé pública ou a propriedade.

NOME E ASSINATURA DO EMPRESÁRIO/SÓCIO/DIRETORES/ADMINISTRADORES OU REPRESENTANTE LEGAL			
LOCALIDADE	Campinas	DATA	31/08/2023
NOME	JOAO MIGUEL CARPINETTI FERRAO	ASSINATURA	

JUCESP Junta Comercial do Estado de São Paulo

Certifico o registro de constituição sob o NIRE nº 35262161582 em 11/09/2023 da empresa YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA, protocolado sob o nº SPP2330888028. Autenticação: validar a autenticidade do registro em http://www.jucesp.sp.gov.br/ com o número do mesmo. MARIA CRISTINA FREI - Secretária Geral. Esta cópia foi autenticada digitalmente e assinada em 16/09/2023 por MARIA CRISTINA FREI – Secretária Geral. Autenticação: 220535016. A JUCESP garante a autenticidade do registro e da Certidão de Inteiro Teor quando visualizado diretamente no portal www.jucesponline.sp.gov.br.

DECLARAÇÃO

Eu, MARCELO KENJI GOMES YANAI, portador do Documento de Identificação nº 251319052, inscrito no Cadastro de Pessoas Físicas – CPF sob nº 29783108808, na qualidade de titular, sócio ou responsável legal da empresa YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA, **DECLARO** estar ciente que o **ESTABELECIMENTO** situado no(a) RUA DOUTOR CLEMENTE HOLTMAN JUNIOR, 347 PAVMTOTERCEIRO SALA 37 COND EDIF LIBERAL CENTER - Bairro: FRAZATTO, Jaguariúna - SP CEP 13911082, **NÃO PODERÁ EXERCER** suas atividades sem que obtenha o parecer municipal sobre a viabilidade de sua instalação e funcionamento no local indicado, conforme diretrizes estabelecidas na legislação de uso e ocupação do solo, posturas municipais e restrições das áreas de proteção ambiental, nos termos do art. 24, §2 do Decreto Estadual nº 55.660/2010 e sem que tenha um **CERTIFICADO DE LICENCIAMENTO INTEGRADO VÁLIDO**, obtido pelo sistema Via Rápida Empresa - Módulo de Licenciamento Estadual.

Declaro ainda estar ciente que qualquer alteração no endereço do estabelecimento, em sua atividade ou grupo de atividades, ou em qualquer outra das condições determinantes à expedição do Certificado de Licenciamento Integrado, implica na perda de sua validade, assumindo, desde o momento da alteração, a obrigação de renová-lo.

Por fim, declaro estar ciente que a emissão do Certificado de Licenciamento Integrado poderá ser solicitada por representante legal devidamente habilitado, presencialmente e no ato da retirada das certidões relativas ao registro empresarial na Prefeitura, ou pelo titular, sócio, ou contabilista vinculado no Cadastro Nacional da Pessoa Jurídica (CNPJ) diretamente no site da Jucesp, através do módulo de licenciamento, mediante uso da respectiva certificação digital.

MARCELO KENJI GOMES YANAI (Sócio-Administrador)
251319052

JUCESP
Junta Comercial do Estado de São Paulo

Certifico o registro de constituição sob o NIRE nº 35262161582 em 11/09/2023 da empresa YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA, protocolado sob o nº SPP2330888028. Autenticação: validar a autenticidade do registro em http://www.jucesp.sp.gov.br/ com o número do mesmo. MARIA CRISTINA FREI - Secretária Geral. Esta cópia foi autenticada digitalmente e assinada em 16/09/2023 por MARIA CRISTINA FREI – Secretária Geral. Autenticação: 220535016. A JUCESP garante a autenticidade do registro e da Certidão de Inteiro Teor quando visualizado diretamente no portal www.jucesponline.sp.gov.br.

TERMO DE CONFERÊNCIA E DIGITALIZAÇÃO

Certifico e dou fé que conferi a documentação referente ao processo **SPP2330888028** da empresa **YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA** e que as imagens digitalizadas deste processo eletrônico são fiéis aos documentos físicos protocolizados nesta Junta Comercial.

Assina o presente termo de conferência e digitalização, mediante certificado digital, o funcionário/empregado público **Ana Luiza Pazelli Brigatto**

Junta Comercial do Estado de São Paulo, 11/09/2023.

Ana Luiza Pazelli Brigatto, CPF: 34512320814

Este documento foi assinado digitalmente por Ana Luiza Pazelli Brigatto e é parte integrante sob o protocolo Nº SPP2330888028.

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TERMO DE ANÁLISE E DECISÃO.

Defiro a (s) solicitação (ões), sob o (s) protocolo (s) **SPP2330888028** de Constituição Normal da empresa **YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA**.

Assina o presente termo de decisão, mediante certificado digital, o Julgador **Ana Luiza Pazelli Brigatto**.

Junta Comercial do Estado de São Paulo, 11/09/2023.

Ana Luiza Pazelli Brigatto, CPF: 34512320814

Este documento foi assinado digitalmente por Ana Luiza Pazelli Brigatto e é parte integrante sob o protocolo Nº SPP2330888028.

Certifico o registro de constituição sob o NIRE nº 35262161582 em 11/09/2023 da empresa YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA, protocolado sob o nº SPP2330888028. Autenticação: validar a autenticidade do registro em http://www.jucesp.sp.gov.br/ com o número do mesmo. MARIA CRISTINA FREI - Secretária Geral. Esta cópia foi autenticada digitalmente e assinada em 16/09/2023 por MARIA CRISTINA FREI – Secretária Geral. Autenticação: 220535016. A JUCESP garante a autenticidade do registro e da Certidão de Inteiro Teor quando visualizado diretamente no portal www.jucesponline.sp.gov.br.

TERMO DE AUTENTICAÇÃO E REGISTRO

Certifico que a constituição, assinado digitalmente, da empresa **YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA**, e protocolado sob o número **SPP2330888028** em **11/09/2023**, encontra-se registrado na Jucesp, sob o NIRE da matriz **35262161582**.

Assina o registro, mediante certificado digital, o(a) Secretário(a)-Geral – Maria Cristina Frei.

A autenticidade do presente documento, bem como o arquivo na forma eletrônica poderão ser verificados no sítio eletrônico: www.jucesp.sp.gov.br, mediante a indicação do número de autenticidade disponível na capa da certidão de inteiro teor.

Junta Comercial do Estado de São Paulo, 11/09/2023.

Maria Cristina Frei, CPF: 14804696881

Este documento foi assinado digitalmente por Maria Cristina Frei e é parte integrante sob o protocolo Nº SPP2330888028.

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Registration Consultation — ICMS Taxpayer Registry - Cadesp

State Registration (IE): 395.146.029.112
CNPJ: 52.132.442/0001-95
Corporate Name: YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA
Status: Active
Date of State Registration: 09/11/2023
State Tax Regime: Periodic Tax Assessment Regime (RPA)
Federal Revenue Service Regime (RFB): RPA

Company - General

Corporate Name: YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA
Legal Nature: Limited Liability Business Company
Activity Start Date: 09/11/2023
Head Office CNPJ: 52.132.442/0001-95

Company Size: Other
Share Capital: R$30,000.00
State Tax Regime: NORMAL - PERIODIC ASSESSMENT REGIME
Regime Start Date: 09/11/2023

Special Single State registration Regime: No
Special State Registration Regime by Municipality: No

Participants

CPF/CNPJ	Name	Qualification	Participation in Share Capital	Date of Admission
350.371.828-16	JOAO MIGUEL CARPINETTI FERRAO	Managing Partner	20.00000%	09/11/2023

Participant Address

Street: RUA MINISTRO OSCAR SARAIVA
No.: 40
Complement: APT 74 A
ZIP Code: 13.092-342
Neighborhood: JARDIM DAS PAINEIRAS
Municipality: CAMPINAS
State: SP

Participant Contact Information

Telephone: (19) 3847-4444
Fax:
E-mail: TRADICAO@TRADICAONLINE.COM.BR

CPF/CNPJ	Name	Qualification	Participation in Share Capital	Date of Admission
297.831.088-08	MARCELO KENJI GOMES YANAI	Managing Partner	80.00000%	09/11/2023

Participant Address

Street: RUA HEITOR TURATO
No.: 204
Complement:
ZIP Code: 13.919-262
Neighborhood: RESERVA DO JAGUARY
Municipality: JAGUARIÚNA
State: SP

Participant Contact Information

Telephone: (19) 3847-4444
Fax:
E-mail: TRADICAO@TRADICAONLINE.COM.BR

Establishment - General

Trade Name: YANAI CONSTRUTORA
CNPJ: 52.132.442/0001-95
State Registration (IE): 395.146.029.112
NIRE: 35.2.6216158-2
Date of State Registration: 09/11/2023
State Registration Start Date: 09/11/2023

Registration Status: Active
Tax Status: Active
Status Effective Date: 09/11/2023

Type of Unit: Operating Unit
Methods of Operation: Fixed Establishment

Tax

Tax Substitute: No
Since: 09/11/2023
CPR: 1200
CPR Start Date: 09/11/2023
CPR-ST
Primary CNAE: 43.99-1/01 - Construction management services
Primary CNAE Start Date: 09/11/2023
Secondary CNAEs: 41.20-4/00 - Construction of buildings
Secondary CNAE Start Date: 09/11/2023
47.61-0/01 - Retail sale of books
Secondary CNAE Start Date: 09/11/2023
47.89-0/05 - Retail sale of household sanitizing products
Secondary CNAE Start Date: 09/11/2023

63.11-9/00 - Data processing, application service providers, and internet hosting services	**Secondary CNAE Start Date:** 09/11/2023
64.63-8/00 - Other equity participation companies, except holding companies	**Secondary CNAE Start Date:** 09/11/2023
68.10-2/01 - Purchase and sale of own real estate properties	**Secondary CNAE Start Date:** 09/11/2023
71.12-0/00 - Engineering services	**Secondary CNAE Start Date:** 09/11/2023
81.29-0/00 - Cleaning activities not previously specified	**Secondary CNAE Start Date:** 09/11/2023
82.19-9/99 - Document preparation and specialized administrative support services not previously specified	**Secondary CNAE Start Date:** 09/11/2023
85.99-6/04 - Professional and managerial development training	**Secondary CNAE Start Date:** 09/11/2023

DRT: DRT-16 - JUNDIAÍ **Tax Office: PF-12 MOGI GUAÇU**

Accountant

CRC: 1SP112058/0-0 **CPF/CNPJ:** 717.603.508-34
Name: LUIS CARLOS MARQUEZINI
Date Accountant Began Services for the Establishment: 09/11/2023

Registration Status: ACTIVE

Preferred Address and Contact Information of the Accountant

Type: Business

Street: RUA JOSE ALVES GUEDES
No.: 406 **Complement:**
ZIP Code: 13.820-000 **Neighborhood:** PQ. SANTA MARIA
Municipality: JAGUARIUNA **State:** SP

Telephone: (019) 3867-1344 **Fax:**
E-mail: luis@tradicaonline.com.br

Non-Preferred Address and Contact Information of the Accountant

Type: Residential

Street: R JOSE ALVES GUEDES
No.: 1469 **Complement:**
ZIP Code: 13.820-000 **Neighborhood:** JD SAO JOAO
Municipality: JAGUARIUNA **State:** SP

Telephone: (019) 3867-1958 **Fax:**
E-mail: luis@tradicaonline.com.br

Establishment Address

Street: RUA DOUTOR CLEMENTE HOLTMAN JUNIOR
No.: 347 **Complement:** THIRD FLOOR, ROOM 37, LIBERAL CENTER BUILDING CONDO.
ZIP Code: 13.911-082 **Neighborhood:** FRAZATTO
Municipality: JAGUARIUNA **State:** SP
Reference:
Address Start Date: 09/11/2023

Establishment Contact Information

Telephone 1: (19) 3847-4444 **Telephone 2:**
Fax: **E-mail:** TRADICAO@TRADICAONLINE.COM.BR

Mailing Address

Street: RUA DOUTOR CLEMENTE HOLTMAN JUNIOR
No.: 347 **Complement:** THIRD FLOOR, ROOM 37, LIBERAL CENTER BUILDING CONDO.
ZIP Code: 13.911-082 **Neighborhood:** FRAZATTO
Municipality: JAGUARIUNA **State:** SP
Reference:

Version: 4.25.0

State Department of Finance of the State of São Paulo

I, Marina Viana Silva, telephone number 415 425-2508, mailing address P.O. Box 90487, San Diego, CA 92169, certify that I have performed the professional translation of this document from Portuguese to English, as a qualified translator fluent in both languages, and that the following is an accurate and complete translation of the document.

Marina Viana

Date: May 15, 2026

Consulta Cadastral

Cadastro de Contribuintes de ICMS - Cadesp

IE: 395.146.029.112
CNPJ: 52.132.442/0001-95
Nome Empresarial: YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA

Situação: Ativo
Data da Inscrição no Estado: 11/09/2023
Regime Estadual: RPA
Regime RFB: RPA

Empresa - Geral

Nome Empresarial: YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA
Natureza Jurídica: Sociedade Empresária Limitada
Data início da Atividade: 11/09/2023
CNPJ da Matriz: 52.132.442/0001-95

Porte: Demais
Capital Social: R$ 30.000,00
Regime Estadual: NORMAL - REGIME PERIÓDICO DE APURAÇÃO **Data início do regime:** 11/09/2023

Regime Especial de IE Única: Não **Regime Especial de IE Única por Município:** Não

Participantes

CPF/CNPJ	Nome	Qualificação	Participação no Cap. Social	Data de Entrada
350.371.828-16	JOAO MIGUEL CARPINETTI FERRAO	Sócio-Administrador	20,00000 %	11/09/2023

Endereço do Participante

Logradouro: RUA MINISTRO OSCAR SARAIVA
Nº: 40 **Complemento:** APT 74 A
CEP: 13.092-342 **Bairro:** JARDIM DAS PAINEIRAS
Município: CAMPINAS **UF:** SP

Contato do Participante

Telefone: (19)3847-4444 **Fax:**
e-mail: TRADICAO@TRADICAONLINE.COM.BR

CPF/CNPJ	Nome	Qualificação	Participação no Cap. Social	Data de Entrada
297.831.088-08	MARCELO KENJI GOMES YANAI	Sócio-Administrador	80,00000 %	11/09/2023

Endereço do Participante

Logradouro: RUA HEITOR TURATO
Nº: 204 **Complemento:**
CEP: 13.919-262 **Bairro:** RESERVA DO JAGUARY
Município: JAGUARIUNA **UF:** SP

Contato do Participante

Telefone: (19)3847-4444 **Fax:**
e-mail: TRADICAO@TRADICAONLINE.COM.BR

Estabelecimento - Geral

Nome Fantasia: YANAI CONSTRUTORA
CNPJ: 52.132.442/0001-95 **Data da Inscrição no Estado:** 11/09/2023
IE: 395.146.029.112 **Data Início da IE:** 11/09/2023
NIRE: 35.2.6216158-2

Situação Cadastral: Ativo **Data Início da Situação:** 11/09/2023
Ocorrência Fiscal: Ativa

Tipo de Unidade: Unidade produtiva **Formas de Atuação:** Estabelecimento Fixo

Tributário

Substituto Tributário: Não **Desde:** 11/09/2023
CPR: 1200 **Data Início da CPR:** 11/09/2023
CPR-ST:

CNAE Principal: 43.99-1/01 - Administração de obras **Data Início do CNAE Prin.:** 11/09/2023
CNAE Secundários: 41.20-4/00 - Construção de edifícios **Data Início do CNAE Sec.:** 11/09/2023
47.61-0/01 - Comércio varejista de livros **Data Início do CNAE Sec.:** 11/09/2023
47.89-0/05 - Comércio varejista de produtos saneantes domissanitários **Data Início do CNAE Sec.:** 11/09/2023

63.11-9/00 - Tratamento de dados, provedores de serviços de aplicação e serviços de hospedagem na internet	**Data Início do CNAE Sec.:** 11/09/2023
64.63-8/00 - Outras sociedades de participação, exceto holdings	**Data Início do CNAE Sec.:** 11/09/2023
68.10-2/01 - Compra e venda de imóveis próprios	**Data Início do CNAE Sec.:** 11/09/2023
71.12-0/00 - Serviços de engenharia	**Data Início do CNAE Sec.:** 11/09/2023
81.29-0/00 - Atividades de limpeza não especificadas anteriormente	**Data Início do CNAE Sec.:** 11/09/2023
82.19-9/99 - Preparação de documentos e serviços especializados de apoio administrativo não especificados anteriormente	**Data Início do CNAE Sec.:** 11/09/2023
85.99-6/04 - Treinamento em desenvolvimento profissional e gerencial	**Data Início do CNAE Sec.:** 11/09/2023

DRT: DRT-16 - JUNDIAÍ **Posto Fiscal:** PF-12 - MOGI GUAÇU

Contabilista

CRC: 1SP112058/O-0 **CPF/CNPJ:** 717.603.508-34
Nome: LUIS CARLOS MARQUEZINI
Data Início do Contabilista no Estabelecimento: 11/09/2023
Situação Cadastral: ATIVO

Endereço e Contato Preferenciais do Contabilista

Tipo: Comercial
Logradouro: RUA JOSE ALVES GUEDES
Nº: 406 **Complemento:**
CEP: 13.820-000 **Bairro:** PQ. SANTA MARIA
Município: JAGUARIUNA **UF:** SP
Telefone: (019)3867-1344 **Fax:**
e-mail: luis@tradicaonline.com.br

Endereço e Contato Não-Preferenciais do Contabilista

Tipo: Residencial
Logradouro: R JOSE ALVES GUEDES
Nº: 1469 **Complemento:**
CEP: 13.820-000 **Bairro:** JD SAO JOAO
Município: JAGUARIUNA **UF:** SP
Telefone: (019)3867-1958 **Fax:**
e-mail: luis@tradicaonline.com.br

Endereço do Estabelecimento

Logradouro: RUA DOUTOR CLEMENTE HOLTMAN JUNIOR
Nº: 347 **Complemento:** PAVMTOTERCEIRO SALA 37 COND EDIF LIBERAL CENTER
CEP: 13.911-082 **Bairro:** FRAZATTO
Município: JAGUARIUNA **UF:** SP
Referência:
Data de Início do Endereço: 11/09/2023

Contato do Estabelecimento

Telefone 1: (19)3847-4444 **Telefone 2:**
Fax: **e-mail:** TRADICAO@TRADICAONLINE.COM.BR

Endereço de Correspondência

Logradouro: RUA DOUTOR CLEMENTE HOLTMAN JUNIOR
Nº: 347 **Complemento:** PAVMTOTERCEIRO SALA 37 COND EDIF LIBERAL CENTER
CEP: 13.911-082 **Bairro:** FRAZATTO
Município: JAGUARIUNA **UF:** SP
Referência:

Versão: 4.25.0

Secretaria da Fazenda do Estado de São Paulo

FEDERATIVE REPUBLIC OF BRAZIL

NATIONAL REGISTER OF LEGAL ENTITIES

REGISTRATION NUMBER	CERTIFICATE OF ENROLLMENT AND REGISTRATION STATUS	DATE OF INCORPORATION
27.234.126/0001-87 **HEAD OFFICE**		**03/06/2017**

COMPANY NAME
YANAI CONSTRUTORA E INCORPORADORA LTDA

TRADE NAME (DBA)	SIZE
YANAI INCORPORADORA	**OTHERS**

CODE AND DESCRIPTION OF MAIN ECONOMIC ACTIVITY
41.10-7-00 - Real estate development

CODE AND DESCRIPTION OF SECONDARY ECONOMIC ACTIVITIES
41.20-4-00 - Construction of buildings
64.63-8-00 - Other equity participation companies, except holding companies
66.19-3-02 - Correspondents for financial institutions
68.10-2-01 - Purchase and sale of own real estate properties
71.12-0-00 - Engineering services

CODE AND DESCRIPTION OF LEGAL NATURE
206-2 - Limited Liability Company

ADDRESS	NUMBER	UNIT
R DOUTOR CLEMENTE HOLTMAN JUNIOR	**347**	**THIRD FLOOR, ROOM 37**

ZIP CODE	NEIGHBORHOOD/DISTRICT	CITY	STATE
13.911-082	**FRAZATTO**	**JAGUARIUNA**	**SP**

EMAIL ADDRESS	PHONE NUMBER
TRADICAO@TRADICAONLINE.COM.BR	**(19) 3847-4444**

RESPONSIBLE FEDERAL ENTITY (RFE)
******

REGISTRATION STATUS	REGISTRATION STATUS DATE
ACTIVE	**03/06/2017**

REASON FOR REGISTRATION STATUS

SPECIAL STATUS	SPECIAL STATUS DATE
*******	*******

It was approved by Normative Instruction RFB No. 2.119, dated December 6, 2022.

It was issued on **07/23/2025** at **11:11:40 PM** (Brasília date and time). Page: **1/1**

I, Marina Viana Silva, telephone number 415 425-2508, mailing address P.O. Box 90487, San Diego, CA 92169, certify that I have performed the professional translation of this document from Portuguese to English, as a qualified translator fluent in both languages, and that the following is an accurate and complete translation of the document.

Marina Viana

Date: May 18, 2026

REPÚBLICA FEDERATIVA DO BRASIL

CADASTRO NACIONAL DA PESSOA JURÍDICA

NÚMERO DE INSCRIÇÃO	COMPROVANTE DE INSCRIÇÃO E DE SITUAÇÃO CADASTRAL	DATA DE ABERTURA
27.234.126/0001-87 **MATRIZ**		**06/03/2017**

NOME EMPRESARIAL
YANAI CONSTRUTORA E INCORPORADORA LTDA

TÍTULO DO ESTABELECIMENTO (NOME DE FANTASIA)	PORTE
YANAI INCORPORADORA	**DEMAIS**

CÓDIGO E DESCRIÇÃO DA ATIVIDADE ECONÔMICA PRINCIPAL
41.10-7-00 - Incorporação de empreendimentos imobiliários

CÓDIGO E DESCRIÇÃO DAS ATIVIDADES ECONÔMICAS SECUNDÁRIAS
41.20-4-00 - Construção de edifícios
64.63-8-00 - Outras sociedades de participação, exceto holdings
66.19-3-02 - Correspondentes de instituições financeiras
68.10-2-01 - Compra e venda de imóveis próprios
71.12-0-00 - Serviços de engenharia

CÓDIGO E DESCRIÇÃO DA NATUREZA JURÍDICA
206-2 - Sociedade Empresária Limitada

LOGRADOURO	NÚMERO	COMPLEMENTO
R DOUTOR CLEMENTE HOLTMAN JUNIOR	**347**	**SALA 35 ANDAR TERCEIRO**

CEP	BAIRRO/DISTRITO	MUNICÍPIO	UF
13.911-082	**FRAZATTO**	**JAGUARIUNA**	**SP**

ENDEREÇO ELETRÔNICO	TELEFONE
TRADICAO@TRADICAONLINE.COM.BR	**(19) 3847-4444**

ENTE FEDERATIVO RESPONSÁVEL (EFR)
*****

SITUAÇÃO CADASTRAL	DATA DA SITUAÇÃO CADASTRAL
ATIVA	**06/03/2017**

MOTIVO DE SITUAÇÃO CADASTRAL

SITUAÇÃO ESPECIAL	DATA DA SITUAÇÃO ESPECIAL
********	********

Aprovado pela Instrução Normativa RFB nº 2.119, de 06 de dezembro de 2022.

Emitido no dia **23/07/2025** às **23:11:40** (data e hora de Brasília). Página: **1/1**

Query of the Partners and Managers Chart - QSA

CNPJ:
27.234.126/0001-87
Corporate Name:
YANAI CONSTRUTORA E INCORPORADORA LTDA
Share Capital:
R$100,000.00 (One hundred thousand reais)

The Partners and Managers Chart (QSA) listed in the database of the National Registry of Legal Entities (CNPJ) is as follows:

Name/Corporate Name:
ROBERTA CRISTINA GOMES YANAI
Position:
22 - Partner

Name/Corporate Name:
MARCELO KENJI GOMES YANAI
Position:
49 - Managing Partner

For information regarding participation in the QSA, access the e-CAC with a digital certificate or visit a Brazilian Federal Revenue Service (RFB) unit.

Issued on **03/17/2026** at **11:58 AM** (Brasilia time).

I, Marina Viana Silva, telephone number 415 425-2508, mailing address P.O. Box 90487, San Diego, CA 92169, certify that I have performed the professional translation of this document from Portuguese to English, as a qualified translator fluent in both languages, and that the following is an accurate and complete translation of the document.

Marina Viana

Date: May 18, 2026.

Consulta Quadro de Sócios e Administradores - QSA

CNPJ:
27.234.126/0001-87
NOME EMPRESARIAL:
YANAI CONSTRUTORA E INCORPORADORA LTDA
CAPITAL SOCIAL:
R$100.000,00 (Cem mil reais)

O Quadro de Sócios e Administradores(QSA) constante da base de dados do Cadastro Nacional da Pessoa Jurídica (CNPJ) é o seguinte:

Nome/Nome Empresarial:
ROBERTA CRISTINA GOMES YANAI
Qualificação:
22-Sócio

Nome/Nome Empresarial:
MARCELO KENJI GOMES YANAI
Qualificação:
49-Sócio-Administrador

Para informações relativas à participação no QSA, acessar o e-CAC com certificado digital ou comparecer a uma unidade da RFB.

Emitido no dia **17/03/2026** às **11:58** (data e hora de Brasília).

JUCESP - COMMERCIAL REGISTRY OF THE STATE OF SÃO PAULO

Ministry of Development, Industry and Foreign Trade
Secretariat of Commerce and Services
Department of Business Registration and Integration - DREI
Secretariat of Economic Development, Science, Technology, and Innovation

PROTOCOL LABEL
JUCESP PROTOCOL
0.216.442/17-5

INTERNET CONTROL
020631007-2

APPLICATION COVER

REGISTRATION INFORMATION

REGISTERED
ASSIMPI/CAMPINAS

ACT Standard Incorporation			
CORPORATE NAME YANAI CONSTRUTORA E INCORPORADORA LTDA			CNPJ - HEAD OFFICE 00.000.000/0001-00
STREET RUA JOSE ANTONIO DA SILVA	NUMBER 143	COMPLEMENT ROOM 02	ZIP CODE 13820-000
CITY Jaguariúna	STATE São Paulo	TELEPHONE	E-MAIL
NUMBER OF REQUIREMENT(S) 0		NIRE - HEAD OFFICE	
IDENTIFICATION OF THE SIGNATORY OF THE APPLICATION COVER SHEET NAME: MARCELO KENJI GOMES YANAI (Manager) SIGNATURE: yanai DATE: 02/28/2017		FEES PAID DARE: **R$ 137.70** DARF: **R$ 21.00**	DOC. SEQ. **1 / 1**

JUCESP ER 198 - ASSIMPI CAMPINAS MAR 03 201 SÃO PAULO PROTOCO

I HEREBY DECLARE, UNDER PENALTY OF LAW, THAT THE INFORMATION CONTAINED IN THIS APPLICATION/PROCESS IS TRUE AND CORRECT.

FOR THE EXCLUSIVE USE OF THE BOARD OF TRADE OF THE STATE OF SÃO PAULO (INCLUDING THE REVERSE SIDE)

PROTOCOL STAMP

JUCESP
ER 198 - ASSIMPI CAMPINAS
MAR 03 2017
SÃO PAULO PROTOCOL

DISTRIBUTION STAMP

ANALYSIS STAMP

JUCESP
ASSIMPI/CAMPINAS
APPROVED
-----//signature//-----
MAR 03 2017
José Darkiman Trigo
Technical Advisor of the Public Registry
ID 13.621.475

ATTACHMENTS: EXCLUSIVE TO THE REVIEW DEPARTMENT

(X) Basic Entry Document (DBE)
( ) Power of Attorney
( ) Court Order
( ) Probate Distribution Order
( ) Balance Sheet
( ) Others
(X) Personal Documents
( ) Appraisal Report
( ) Newspaper
( ) Protocol / Statement of Justification
( ) Certificate

OBSERVATIONS:

REGISTRATION LABELS + STAMP

JUCESP
MAR 06 2017
ASSIMPI/CAMPINAS
SECRETARIAT OF ECONOMIC DEVELOPMENT, SCIENCE, TECHNOLOGY AND INNOVATION
JUCESP
LIMITED LIABILITY COMPANY NIRE
CERTIFY THE REGISTRATION UNDER THE NUMBER
3523033161-0
FLÁVIA R. BRITO GONÇALVES
GENERAL SECRETARY
JUCESP

DOCUMENTS NOT COLLECTED WITHIN 90 DAYS OF AVAILABILITY SHALL BE DISCARDED - ART. 57, ITEM 5, DECREE 1.800/96

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09 06 17

Reviewed
Verified
ID: 13.621.425

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ARTICLES OF ASSOCIATION
OF
YANAI CONSTRUTORA E INCORPORADORA LTDA

By this private instrument of articles of association for the incorporation of a company, the parties identified below:

MARCELO KENJI GOMES YANAI, Brazilian, married under the partial community property regime, born in the city of Osasco, State of São Paulo, on November 5, 1981, civil engineer, residing and domiciled at Avenida Vereador Deoclécio de Oliveira Neto No. 977, Estância das Flores neighborhood, in the City of Jaguariúna, State of São Paulo, ZIP Code 13820-000, bearer of Identity Card ID No. 25.131.905-2-SSP/SP, issued on July 19, 2012, and enrolled with the CPF/MF under No. 297.831.088-08; and

ROBERTA CRISTINA GOMES YANAI, Brazilian, married under the partial community property regime, born in the city of Jaguariúna, State of São Paulo, on April 30, 1981, systems analyst, residing and domiciled at Avenida Deoclécio de Oliveira Neto No. 977, Estância das Flores neighborhood, in the City of Jaguariúna, State of São Paulo, ZIP Code 13820-000, bearer of Identity Card ID No. 28.661.591-5-SSP/SP, issued on July 12, 2012, and enrolled with the CPF/MF under No. 282.853.948-24;

Hereby resolve, by mutual agreement, to form a limited liability business company, which shall be governed by the following clauses and conditions and, in the event of omissions, by the specific legislation governing this type of corporate entity:

CLAUSE I

The company shall operate under the corporate name **"YANAI CONSTRUTORA E INCORPORADORA LTDA."**

Sole Paragraph: The company shall adopt and use the trade name **"YANAI INCORPORADORA."**

CLAUSE II

-----//signature//-----

The company shall have its principal place of business at **RUA JOSE ANTONIO DA SILVA No. 143, ROOM 02, NOVA JAGUARIÚNA NEIGHBORHOOD, ZIP CODE 13820-000, IN THE CITY OF JAGUARIÚNA, STATE OF SÃO PAULO**, and may establish branches, subsidiaries, or representative offices anywhere within the national territory or abroad, in compliance with the applicable legal provisions.

CLAUSE III

The company shall have the following activities as its corporate purpose:

-----//signature//-----

a) - 4110-7-00 - REAL ESTATE DEVELOPMENT;

b) - 4120-4-00 - CONSTRUCTION OF COMMERCIAL AND RESIDENTIAL BUILDINGS;

c) - 6463-8-00 - PARTICIPATION IN OTHER COMPANIES;

d) - 6810-2-01 - PURCHASE AND SALE OF REAL ESTATE PROPERTIES ON ITS OWN ACCOUNT;

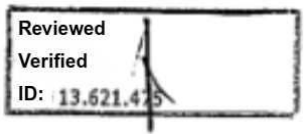
e) - 7112-0-00 - CONSULTING SERVICES IN THE FIELD OF ENGINEERING.

-----//signature//-----

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CLAUSE IV

The term of duration of the company shall be indefinite, and the commencement of its activities is scheduled to occur on March 1, 2017.

CLAUSE V

The subscribed share capital of the company is R$100,000.00 (one hundred thousand reais), represented by 100,000 (one hundred thousand) quotas, with a par value of R$1.00 (one real) each, distributed among the partners as follows:

The partner **MARCELO KENJI GOMES YANAI** subscribes 90,000 (ninety thousand) quotas of the share capital, with a par value of R$1.00 (one real) each, totaling R$90,000.00 (ninety thousand reais), representing 90.0% of the company's share capital:

The partner **ROBERTA CRISTINA GOMES YANAI** subscribes 10,000 (ten thousand) quotas of the share capital, with a par value of R$1.00 (one real) each, totaling R$ 10,000.00 (ten thousand reais), representing 10.0% of the company's share capital.

The Share Capital and the partners' participation are distributed as follows:

PARTNERS	NO. OF QUOTAS	VALUE OF QUOTAS
MARCELO KENJI GOMES YANAI	90,000	R$ 90,000.00
ROBERTA CRISTINA GOMES YANAI	10,000	R$ 10,000.00
TOTAL	100,000	R$ 100,000.00

Sole Paragraph: The quotas subscribed by the partners, totaling 100,000 (one hundred thousand) quotas, of R$ 100,000.00 (one hundred thousand reais), shall be fully paid in by December 31, 2018, in Brazilian legal currency.

CLAUSE VI

Pursuant to Article 1,052 of Law No. 10,406, dated January 10, 2002, the liability of each partner shall be limited to the value of their respective quotas, but all partners shall be jointly liable for the full payment of the share capital.

-----//signature//-----

CLAUSE VII

The management of the company shall be exercised by the managing partner **MARCELO KENJI GOMES YANAI**, already qualified in the preamble of this instrument, who shall have the broadest powers necessary for the management of the company's business and may represent the company judicially and extrajudicially before third parties, and perform any acts necessary to achieve the company's objectives or to protect its interests and rights, while the partner **ROBERTA CRISTINA GOMES YANAI** shall only participate in the profits or losses determined at the close of each fiscal year.

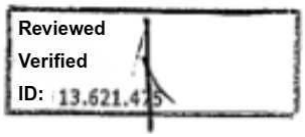
First Paragraph: The manager is prohibited from granting guarantees, sureties, or any type of accommodation guarantee in favor of third parties while participating in the company's ownership structure, and any such act, if performed, shall be deemed null and void by operation of law. -----//signature//-----

Second Paragraph: The administrator may appoint attorneys-in-fact to represent him, granting them powers and establishing the term of duration of the respective powers of attorney.

-----//signature//----- -----//signature//-----

-----//signature//-----

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Third Paragraph: The manager, exclusively, may appoint attorneys-in-fact to represent the company, granting powers and establishing the term of duration of the respective powers of attorney, except with respect to the term of validity of powers of attorney *ad judicia* and *ad negotia*.

Fourth Paragraph: The manager, exclusively, shall be entitled to a monthly withdrawal as a salary, in an amount to be established by the company and which may be changed at any time by means of a written instrument. In the event of the temporary leave of absence of the managing partner from management activities, the right to receive the salary shall be suspended for the same period. The managing partner may waive his compensation for any period he deems appropriate, even while exercising management functions; the situations provided for in this paragraph shall always be determined by agreement among the quota holders.

Fifth Paragraph: The manager declares, under penalty of law, that he is not prevented by any special law from exercising the management of the company, nor has he been convicted, or is under the effects of a conviction, of any penalty that temporarily or permanently prohibits access to public office, nor convicted of bankruptcy-related crimes, malfeasance, bribery, extortion, embezzlement, or crimes against the popular economy, the national financial system, competition protection rules, consumer relations, public faith, or property.

CLAUSE VIII

The resolutions of the company to be adopted by the partners shall always be decided at a quota holders' meeting. However, pursuant to the law, such a meeting may be waived if the partners express and render their decisions in writing, by means of a letter with acknowledgment of receipt or protocol delivered to all partners, or by e-mails sent to all partners, regarding the matter that would otherwise be subject to such a meeting.

First Paragraph: Within four months following the end of the fiscal year, the partners shall deliberate on the accounts and other matters, when applicable (Articles 1,071 and 1,072, Paragraph 2, and Article 1,078 of the Brazilian Civil Code of 2002).

Second Paragraph: At quota holders' meetings or in quota holders' agreements, each partner shall be entitled to one vote, regardless of each partner's participation in the company's share capital.

Third Paragraph: The holding of a quota holders' meeting shall be waived whenever partners representing at least 75% of the share capital decide on any matter of interest to the company, especially those related to the achievement of the corporate purpose.

-----//signature//-----

Fourth Paragraph: Whenever permitted by law, the filing of the minutes of partners' meetings with JUCESP shall be waived.

-----//signature//-----

CLAUSE IX

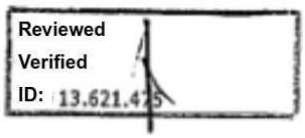
On December 31 of each year, the company's Balance Sheet for the fiscal year shall be prepared, and the profits or losses shall be distributed among or borne by the partners.

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First Paragraph: At the partners' discretion and in the interest of the company itself, all or part of the profits may be allocated to the formation of Profit Reserves, pursuant to the criteria established by Law No. 6,404/76, or may remain as Retained Earnings for future allocation.

Second Paragraph: By resolution of the partners, monthly financial statements may be prepared, and the profits determined therein may be distributed to the partners, in whole or in part, according to the company's financial availability.

Third Paragraph: By unanimous agreement among the quota holders, the partners may resolve upon distributions disproportionate to each partner's participation in the share capital; however, no partner shall be excluded from participation in such distribution.

CLAUSE X

The partners shall not be secondarily liable for the company's corporate obligations.

CLAUSE XI

In the cases omitted from this instrument, the company shall be governed supplementarily by the provisions of Law No. 6,404/76.

CLAUSE XII

The company's quotas are indivisible and may not be assigned or transferred without the express consent of the majority representing the share capital. Under equal price and conditions, the partner wishing to acquire them shall have the right of first refusal in the event any quota holder intends to assign their quotas. The order of preference shall always favor the partner holding the greatest participation in the share capital, followed thereafter in descending chronological order.

CLAUSE XIII

In the event any partner intends to withdraw from the company, such partner shall notify the remaining partners in writing at least 60 (sixty) days in advance. Upon withdrawal, the withdrawing partner's equity interest shall be reimbursed after the preparation of a special balance sheet on the relevant date to determine its value, less the amount provided for in the "Sole Paragraph" of this clause, and payment shall be made in 10 (ten) equal installments, the first payable immediately in Brazilian legal currency upon execution of the amendment instrument for transfer of the corporate quotas, and the remaining installments due every 30 (thirty) days in the subsequent months.

-----//signature//-----

Sole Paragraph: Upon the withdrawal of a partner from the ownership structure, if applicable, an amount corresponding to 5% (five percent) shall be withheld from the determined amount due.

CLAUSE XIV

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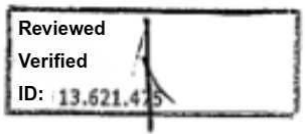
In the event of the death of one of the partners, the company shall not be dissolved. Upon the occurrence of death, an Extraordinary General Balance Sheet shall be prepared as of the date of death for the determination of the company's rights, assets, and obligations, which shall serve as the basis for determining the deceased partner's equity interest. Payment to the lawful heirs shall be made in 10 (ten) equal installments, the first installment due 30 (thirty) days after the occurrence of the event, in Brazilian legal currency, and the remaining installments due every 30 (thirty) days in the subsequent months.

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The quotas belonging to the deceased shall preferably be acquired by the remaining partners, observing the order of preference established in "Clause Thirteen." If, at that time, no partner is interested in the quotas in question, they shall be acquired by the company, which shall hold them in treasury, pursuant to law, for subsequent disposition, and an amendment to the Articles of Association excluding the deceased partner shall be executed.

CLAUSE XV

By mutual agreement of the partners, the company may be dissolved and, in the event of cessation of activities, the existing assets shall be sold, and the proceeds from such sales shall be distributed proportionally according to each partner's participation in the share capital.

CLAUSE XVI

The partners declare that the quotas are subject to the nature of **NON-SEIZABILITY**, pursuant to the applicable legislation, and therefore may not be attached or seized by third parties, under penalty of nullity, as well as to the nature of **NON-COMMUNICABILITY**.

CLAUSE XVII

The exclusion of a partner from the company for just cause shall be permitted when such partner jeopardizes the continuity of the company due to acts of undeniable seriousness, in compliance with the provisions set forth in Article 1,085 and other applicable provisions of the Brazilian Civil Code.

Sole Paragraph: The other circumstances involving exclusion of a partner from the company shall also be governed by the remaining provisions of the Brazilian Civil Code.

CLAUSE XVIII

The partners declare that the company shall engage in organized business economic activity and therefore constitutes a business company, pursuant to Article 966, sole paragraph, and Article 982 of Law No. 10,406 dated January 10, 2002 (New Civil Code).

CLAUSE XIX

All partners, on their own behalf and on behalf of their successors, undertake to comply with this agreement in all of its clauses and conditions. -----//signature//-----

CLAUSE XX

This Agreement may be amended or modified, in whole or in part, whenever necessary, pursuant to Item I of Article 1,076 of the Brazilian Civil Code of 2002.

-----//signature//-----

CLAUSE XXI

For the resolution of any dispute arising from these Articles of Association, the venue of the Judicial District and City of Jaguariúna, ZIP Code 13820-000, State of São Paulo, is hereby elected, with express waiver of any other venue, however privileged it may be. -----//signature//-----

-----//signature//-----

-----//signature//-----

JUCESP

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03 06 17

Reviewed
Verified
ID: 13.621.425

And thus, being in full agreement with all terms established in this Articles of Association, the partners sign this instrument in 03 (three) counterparts of equal form and content, in the presence of the two witnesses identified below, the first counterpart to be filed with the COMMERCIAL REGISTRY OF THE STATE OF SÃO PAULO, with the remaining counterparts to be kept on file at the company's registered office.

Jaguariúna, February 28, 2017.

JAGUARIÚNA - SP

JAGUARIÚNA - SP

THE PARTIES

MARCELO KENJI GOMES YANAI
MANAGING PARTNER

ROBERTA CRISTINA GOMES YANAI
PARTNER

WITNESS

LUIS CARLOS MARQUEZINI
ID: 8.929.466-X-SSP/SP

RAMON GRANGUELLI BRANCALHONE
ID: 30.717.829-8-SSP/SP

ATTORNEY-AT-LAW

JOSE ROBERTO BRANCALHONE
OAB/SP 103.684

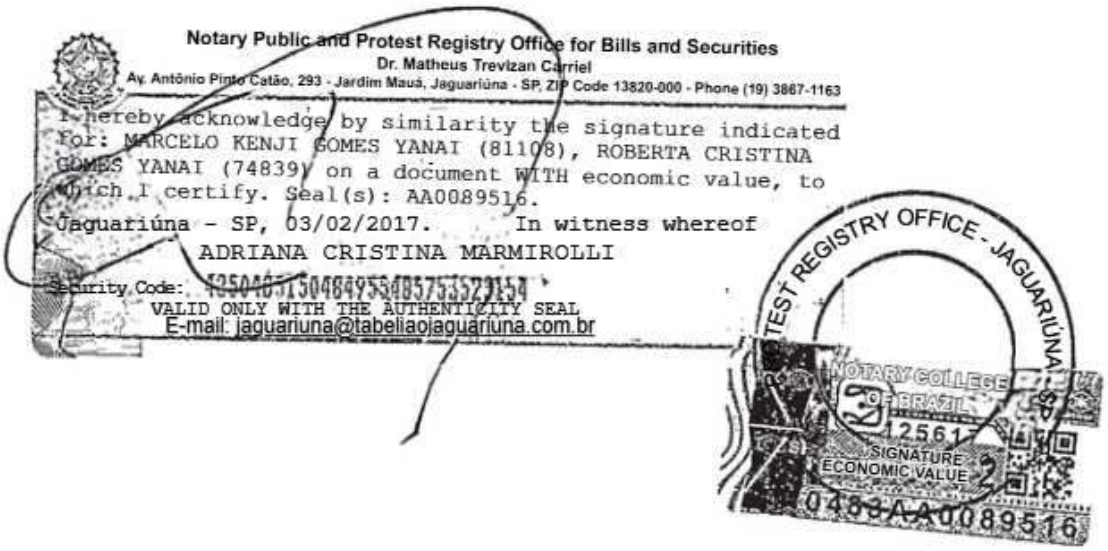
JUCESP
MAR 06 2017

SECRETARIAT OF DEVELOPMENT, ECONOMIC SCIENCE, TECHNOLOGY AND INNOVATION
JUCESP
LIMITED LIABILITY COMPANY NIRE
CERTIFY THE REGISTRATION UNDER THE NUMBER
FLAVIA R. BRITTO FONSECA LYES
GENERAL SECRETARY
3523033161-0

JUCESP

6

JUCESP
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03 06 17


Notary Public and Protest Registry Office for Bills and Securities
Dr. Matheus Trevizan Carriel
Av. Antônio Pinto Catão, 293 - Jardim Mauá, Jaguariúna - SP, ZIP Code 13820-000 - Phone (19) 3867-1163
I hereby acknowledge by similarity the signature indicated for: MARCELO KENJI GOMES YANAI (81108), ROBERTA CRISTINA GOMES YANAI (74839) on a document WITH economic value, to which I certify. Seal(s): AA0089516.
Jaguariúna - SP, 03/02/2017. In witness whereof
ADRIANA CRISTINA MARMIROLLI
Security Code:
VALID ONLY WITH THE AUTHENTICITY SEAL
E-mail: jaguariuna@tabeliaojaguariuna.com.br
PROTEST REGISTRY OFFICE - JAGUARIÚNA - SP
NOTARY COLLEGE OF BRAZIL
SIGNATURE ECONOMIC VALUE
0483AA0089516

FEDERATIVE REPUBLIC OF BRAZIL
NATIONAL REGISTER OF LEGAL ENTITIES – CNPJ

BASIC ENTRY DOCUMENT OF THE CNPJ

The review and approval of this document shall be carried out by the following agency:

- **COMMERCIAL REGISTRY OF THE STATE OF SÃO PAULO**

ACCESS CODE
SP.88.24.65.70
00.029.783.108.808

01. IDENTIFICATION

CORPORATE NAME (firm name or corporate denomination)	CNPJ REGISTRATION NO.
YANAI CONSTRUTORA E INCORPORADORA LTDA	*********

02. REASON FOR COMPLETION

LIST OF REQUESTED EVENTS / DATE OF EVENT

101 – Registration of first establishment
Partners and Administrators Chart – QSA

DBE VERIFIED
(Basic Entry Document)

DBE
TRANSMITTED

Reviewed
Verified
ID: 13.621.42[illegible]

03. DOCUMENTS PRESENTED

■ FCPJ (Legal Entity Registration Form) ■ QSA

04. IDENTIFICATION OF THE AGENT

NAME OF THE AGENT	CPF OF THE AGENT

05. IDENTIFICATION OF THE LEGAL ENTITY REPRESENTATIVE

■ Responsible Party ☐ Agent

NAME	CPF
MARCELO KENJI GOMES YANAI	**297.831.088-08**
PLACE AND DATE: **MAR. 02, 2017**	SIGNATURE (with notarized signature acknowledgment)

06. NOTARIZATION OF SIGNATURE

IDENTIFICATION OF THE NOTARY OFFICE

Notary Public and Protest Registry Office for Bills and Securities
Dr. Matheus Trevizan Carriel
Av. Antônio Pinto Catão, 293 - Jardim Mauá, Jaguariúna - SP, ZIP Code 13820-000 - Phone (19) 3867-1151

I hereby acknowledge by similarity the signature indicated for: MARCELO KENJI GOMES YANAI (81108), on a document WITHOUT economic value, to which I certify. Seal(s): AA2224753.

Jaguariúna - SP, 03/02/2017. In witness whereof

Security Code: [illegible]
VALID ONLY WITH THE AUTHENTICITY SEAL
E-mail: jaguariuna@tabeliaojaguariuna.com.br

07. DELIVERY RECEIPT

STAMP WITH DATE AND SIGNATURE OF THE EMPLOYEE OF THE REGISTRATION UNIT

DECLARATION

I, MARCELO KENJI GOMES YANAI, bearer of Identification Document No. 251319052 and registered under the Individual Taxpayer Registry – CPF No. 29783108808, in my capacity as owner, partner, or legal representative of the company YANAI CONSTRUTORA E INCORPORADA LTDA, hereby **DECLARE** that I am aware that the **ESTABLISHMENT** located at RUA JOSE ANTONIO DA SILVA, 143, ROOM 02, NOVA JAGUARIÚNA, São Paulo, Jaguariúna, ZIP Code 13820-000, **MAY NOT OPERATE** without obtaining a municipal opinion on the feasibility of its installation and operation at the indicated location, following the guidelines established in the land use and zoning legislation, municipal regulations, and environmental protection area restrictions, under Article 24, §2 of State Decree No. 55.660/2010, and without a INNOVATION, obtained through the Via Rápida Empresa system – State Licensing Module.

I also declare that I am aware that any change in the establishment's address, its activity or activity group, or any other conditions determining the issuance of the Integrated Licensing Certificate, results in the loss of its validity, and that from the moment of such change, I am responsible for renewing it.

Lastly, I declare that I am aware that the issuance of the Integrated Licensing Certificate may be requested by a duly authorized legal representative, in person at the time of collecting the business registration certificates at City Hall, or by the owner, partner, or accountant listed in the National Registry of Legal Entities (CNPJ) directly through the Jucesp website, via the licensing module, using the respective digital certificate.

MARCELO KENJI GOMES YANAI
ID: 25131905-2-SSP/SP
YANAI CONSTRUTORA E INCORPORADORA LTDA

JUCESP - Commercial Registry of the State of São Paulo
Ministry of Development, Industry and Foreign Trade
Secretariat of Commerce and Services
National Department of Trade Registration – DNRC
Secretariat of Economic Development, Science, and Technology

Registration Form - Corporate Structure/Participant

INTERNET CONTROL NO.	REGISTERED OFFICE NIRE	CORPORATE NAME
020631007-2		YANAI CONSTRUTORA E INCORPORADORA LTDA

PARTICIPANT NAME						IDENTIFICATION
ROBERTA CRISTINA GOMES YANAI						282.853.948-24
NATIONALITY	ID/RNE	DIGIT	DATE OF ISSUE	ISSUING AGENCY	STATE	CNPJ
Brazilian	28661591	5	07/12/2012	SSP	SP	No CNPJ

STREET ADDRESS (street, avenue, etc.)		NUMBER
AVENIDA VEREADOR DEOCLECIO DE OLIVEIRA NETO		977
COMPLEMENT	NEIGHBORHOOD/DISTRICT	ZIP CODE
	ESTANCIA DAS FLORES	13820-000
CITY	STATE	COUNTRY
Jaguariúna	SP	Brazil

TYPE OF DECLARATION	TYPE OF PARTICIPANT	USE OF CORPORATE NAME
Admission	Individual	No

PARTICIPATION

Capital Participation: R$ 10,000.00 – TEN THOUSAND REAIS

POSITION

Partner (admission) **Beginning of Term:** 02/28/2017 **End of Term:**

(ILLEGIBLE)
None

SUPPLEMENTARY INFORMATION

JUCESP - Commercial Registry of the State of São Paulo
Ministry of Development, Industry and Foreign Trade
Secretariat of Commerce and Services
National Department of Trade Registration – DNRC
Secretariat of Economic Development, Science, and Technology

Registration Form - Corporate Structure/Participant

INTERNET CONTROL NO.	REGISTERED OFFICE NIRE	CORPORATE NAME
020631007-2		YANAI CONSTRUTORA E INCORPORADORA LTDA

PARTICIPANT NAME						IDENTIFICATION
MARCELO KENJI GOMES YANAI						297.831.088-08
NATIONALITY	ID/RNE	DIGIT	DATE OF ISSUE	ISSUING AGENCY	STATE	CNPJ
Brazilian	25131905	2	07/19/2012	SSP	SP	No CNPJ

STREET ADDRESS (street, avenue, etc.)			NUMBER
AVENIDA VEREADOR DEOCLECIO DE OLIVEIRA NETO			977
COMPLEMENT	NEIGHBORHOOD/DISTRICT		ZIP CODE
	ESTANCIA DAS FLORES		13820-000
CITY		STATE	COUNTRY
Jaguariúna		SP	Brazil

TYPE OF DECLARATION	TYPE OF PARTICIPANT	USE OF CORPORATE NAME
Admission	Individual	Yes - Individually

PARTICIPATION

Capital Participation: R$ 90,000.00 – NINETY THOUSAND REAIS

POSITION		
Partner (admission)	**Beginning of Term:** 02/28/2017	**End of Term:**
Manager (entry)	**Beginning of Term:** 02/28/2017	**End of Term:**

(ILLEGIBLE)
None

SUPPLEMENTARY INFORMATION

I, Marina Viana Silva, telephone number 415 425-2508, mailing address P.O. Box 90487, San Diego, CA 92169, certify that I have performed the professional translation of this document from Portuguese to English, as a qualified translator fluent in both languages, and that the following is an accurate and complete translation of the document.

Marina Viana

_____ **Date: May 19, 2026**

JUCESP - Junta Comercial do Estado de São Paulo

Ministério do Desenvolvimento, Indústria e Comércio Exterior
Secretaria de Comércio e Serviços
Departamento de Registro Empresarial e Inovação - DREI
Secretaria de Desenvolvimento Econômico, Ciência, Tecnologia e Inovação

ETIQUETA PROTOCOLO

JUCESP PROTOCOLO
0.216.442/17-5

CONTROLE INTERNET
020631007-2

CAPA DO REQUERIMENTO

DADOS CADASTRAIS

ATO
Constituição Normal;

CADASTRADO
ASSIMPI/CAMPINAS

NOME EMPRESARIAL
YANAI CONSTRUTORA E INCORPORADORA LTDA

CNPJ - SEDE
00.000.000/0000-00

LOGRADOURO	NUMERO	COMPLEMENTO	CEP
RUA JOSE ANTONIO DA SILVA	143	SALA 02	13820-000

MUNICÍPIO	UF	TELEFONE	EMAIL
Jaguariúna	São Paulo		

NÚMERO EXIGÊNCIA (S)
0

NIRE - SEDE

IDENTIFICAÇÃO SIGNATÁRIO ASSINANTE REQUERIMENTO CAPA
NOME: MARCELO KENJI GOMES YANAI (Administrador)
ASSINATURA:
DATA: 28/02/2017

VALORES RECOLHIDOS
DARE: R$ 137,70
DARF: R$ 21,00

SEQ. DOC.
1 / 1

DECLARO SOB AS PENAS DA LEI, QUE AS INFORMAÇÕES CONSTANTES DO REQUERIMENTO/PROCESSO SÃO EXPRESSÃO DA VERDADE

PARA USO EXCLUSIVO DA JUNTA COMERCIAL DO ESTADO DE SÃO PAULO (INCLUSIVE VERSO)

CARIMBO PROTOCOLO
JUCESP
ER 198 - ASSIMPI
CAMPINAS
03 MAR. 2017
SÃO PAULO
PROTOCOLO

CARIMBO DISTRIBUIÇÃO

CARIMBO ANÁLISE
JUCESP
ASSIMPI - CAMPINAS
DEFERIDO
03 MAR. 2017
José Darkiman Trigo
Assessor Técnico do Registro Público
RG 13.621.475

ANEXOS:

EXCLUSIVO SETOR DE ANÁLISE

- (X) DBE
- ( ) Procuração
- ( ) Alvará Judicial
- ( ) Formal de Partilha
- ( ) Balanço Patrimonial
- ( ) Outros
- (X) Documentos Pessoais
- ( ) Laudo de Avaliação
- ( ) Jornal
- ( ) Protocolo / Justificação
- ( ) Certidão

ETIQUETAS DE REGISTRO + CARIMBO

JUCESP
06 MAR 2017
ASSIMPI - CAMPINAS
SECRETARIA DE DESENVOLVIMENTO ECONÔMICO, CIÊNCIA, TECNOLOGIA E INOVAÇÃO
JUCESP
NIRE DA MATRIZ
CERTIFICO O REGISTRO SOB O NÚMERO
3523033161-0
FLÁVIA R BRITTO GONÇALVES
SECRETÁRIA GERAL

JUCESP

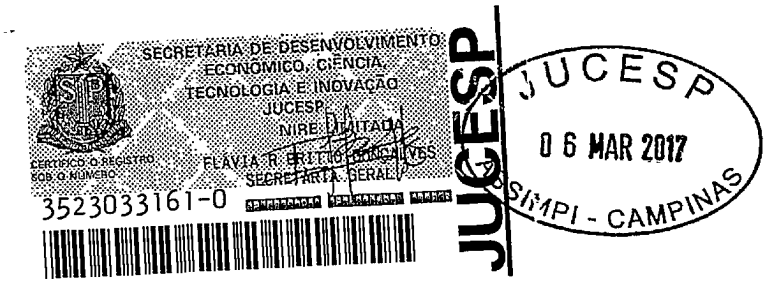
OBSERVAÇÕES:

DOCUMENTOS NÃO RETIRADOS EM ATÉ 90 DIAS DA DISPONIBILIDADE SERÃO DESCARTADOS - ART.57, § 5º, DECRETO 1.800/96

SEM VALOR DE CERTIDÃO

SEM VALOR DE CERTIDÃO





JUCESP

05

Visto Conferido RG: 13.621.475

CONTRATO SOCIAL

DE

YANAI CONSTRUTORA E INCORPORADORA LTDA

Pelo presente instrumento particular de contrato social de constituição de sociedade, os adiante qualificados:

MARCELO KENJI GOMES YANAI, de nacionalidade brasileira, casado sob o regime de comunhão parcial de bens, nascido no município de Osasco, estado de São Paulo, em 05 de novembro de 1981, engenheiro civil, residente e domiciliado a Avenida Vereador Deoclécio de Oliveira Neto nº 977, bairro Estância das Flores, na cidade de Jaguariúna, estado de São Paulo, CEP 13820-000, portador da cédula de identidade RG nº 25.131.905-2-SSP/SP, emitida em 19 de julho de 2012 e inscrito no CPF/MF sob nº 297.831.088-08; e

ROBERTA CRISTINA GOMES YANAI, de nacionalidade brasileira, casada pelo regime de comunhão parcial de bens, nascida no município de Jaguariúna, estado de São Paulo, em 30 de abril de 1981, analista de sistemas, residente e domiciliada a Avenida Deoclécio de Oliveira Neto nº 977, bairro Estância das Flores, na cidade de Jaguariúna, estado de São Paulo, CEP 13820-000, portadora da cédula de identidade RG nº 28.661.591-5-SSP/SP, emitida em 12 de julho de 2012 e inscrita no CPF/MF sob nº 282.853.948-24;

Resolvem de comum acordo, constituir uma sociedade empresária limitada, que será regida pelas cláusulas e condições que seguem e nas omissões pela legislação específica que disciplina esse tipo societário:

CLÁUSULA I

A sociedade girará sob a denominação social de **"YANAI CONSTRUTORA E INCORPORADORA LTDA".**

Parágrafo Único: A sociedade adotará e utilizará a expressão fantasia **"YANAI INCORPORADORA"**

CLÁUSULA II

A sociedade terá sua sede social na **RUA JOSE ANTONIO DA SILVA Nº 143, SALA 02, BAIRRO NOVA JAGUARIÚNA, CEP 13820-000, NA CIDADE DE JAGUARIÚNA, ESTADO DE SÃO PAULO**, podendo estabelecer filiais, sucursais ou escritórios de representação em qualquer parte do território nacional ou no exterior, obedecendo às disposições legais vigentes.

CLÁUSULA III

A sociedade tem como atividades em seu objeto social, como segue:

a)-4110-7-00-REALIZAÇÃO DE INCORPORAÇÃO DE EMPREENDIMENTOS IMOBILIÁRIOS;
b)-4120-4-00-CONSTRUÇÃO DE IMÓVEIS COMERCIAIS E RESIDENCIAIS;
c)-6463-8-00-PARTICIPAÇÃO EM OUTRAS SOCIEDADES;
d)-6810-2-01-COMPRA E VENDA DE IMÓVEIS POR CONTA PROPRIA;
e)-7112-0-00-SERVIÇOS DE CONSULTORIA NA ÀREA DE ENGENHARIA.

1

SEM VALOR DE CERTIDÃO

JUCESP
05
Visto
Conferido
RG: 13.621.43
05.07.17

CLÁUSULA IV

A duração da sociedade é por tempo indeterminado, sendo que o início de suas atividades está previsto para ocorrer em 01 de março de 2017.

CLÁUSULA V

O capital social subscrito da sociedade é de R$ 100.000,00 (cem mil reais), representado por 100.000 (cem mil) cotas, com valor unitário de R$ 1,00 (um real), distribuídas entre os sócios da seguinte forma:

O sócio **MARCELO KENJI GOMES YANAI,** subscreve 90.000 (noventa mil) cotas do capital social com valor unitário de R$ 1,00 (um real), perfazendo o total de R$ 90.000,00 (noventa mil reais), que representa 90,0% do capital social da sociedade;

A sócia **ROBERTA CRISTINA GOMES YANAI,** subscreve 10.000 (dez mil) cotas do capital social com valor unitário de R$ 1,00 (um real), perfazendo o total de R$ 10.000,00 (dez mil reais), que representa 10,0% do capital social da sociedade;

O Capital Social e a Participação dos sócios, ficam assim demonstrados:

SÓCIOS	Nº COTAS	VR DAS COTAS
MARCELO KENJI GOMES YANAI	90.000	R$ 90.000,00
ROBERTA CRISTINA GOMES YANAI	10.000	R$ 10.000,00
TOTALIZANDO	100.000	R$ 100.000,00

Parágrafo Único: As cotas subscritas pelos sócios, 100.000 (cem mil), no valor de R$ 100.000,00 (cem mil reais), serão por eles integralizadas até 31 de dezembro de 2018, em moeda corrente nacional.

CLÁUSULA VI

Nos termos do artigo 1.052 da Lei nº 10.406 de 10 de janeiro de 2.002, a responsabilidade de cada sócio é restrita ao valor de suas cotas, mas todos respondem solidariamente pela integralização do capital social.

CLÁUSULA VII

A administração da sociedade será exercida pelo sócio administrador **MARCELO KENJI GOMES YANAI,** já qualificado no preâmbulo desse instrumento, e terá os mais amplos poderes necessários à direção dos negócios sociais, podendo representar a sociedade judicial e extrajudicialmente, perante terceiros e praticar todos e quaisquer atos necessários à consecução dos objetivos ou à defesa dos interesses e direitos da sociedade, enquanto que a sócia **ROBERTA CRISTINA GOMES YANAI**, apenas participará dos lucros ou prejuízos que forem apurados no encerramento de cada exercício social.

Parágrafo Primeiro: O administrador está impedido de ceder avais, fianças ou qualquer tipo de garantia de favor a terceiros enquanto participar do quadro societário, e caso faça, o ato será considerado nulo de pleno direito.

Parágrafo Segundo: O administrador poderá nomear procuradores, para representá-lo, fixando-lhes poderes, estabelecendo inclusive prazo de duração dos respectivos mandatos.

2

SEM VALOR DE CERTIDÃO

JUCESP
05

Visto
Conferido
RG: 13.621.475

Parágrafo Terceiro: O administrador, exclusivamente, poderá constituir procuradores para representar a sociedade, fixando-lhes poderes, estabelecendo inclusive prazo de duração dos respectivos mandatos, ressalvados quanto ao prazo, as procurações *"ad-judicia"* e *"ad-negocia"*.

Parágrafo Quarto: O administrador, exclusivamente, terá direito a uma retirada mensal, a título de Pró-Labore, em valor que será fixado pela sociedade e poderá ser alterado em qualquer período, mediante termo. Em caso de afastamento periódico de sócio administrador da administração, o direito a retirada Pró-Labore, fica suspenso por igual prazo. O sócio administrador poderá abrir mão de sua remuneração pelo tempo que desejar, ainda que esteja no exercício da administração, as situações previstas nesse parágrafo, será sempre definida mediante acordo de cotistas.

Parágrafo Quinto: O administrador declara, sob as penas da lei, que não está impedido, por lei especial, de exercer a administração da sociedade e nem condenado ou sob efeitos de condenação, a pena que vede, ainda que temporariamente, o acesso a cargos públicos, ou por crime falimentar, de prevaricação, peita ou suborno, concussão, peculato, ou contra a economia popular, contra o sistema financeiro nacional, contra as normas de defesa da concorrência, contra as relações de consumo, a fé pública ou a propriedade.

CLÁUSULA VIII

As deliberações da sociedade a serem tomadas pelos sócios serão sempre decididas em reunião de cotistas, sendo que nos termos da Lei poderá ser dispensada a referida reunião se os sócios se manifestarem e decidirem, por escrito através de carta com aviso de recebimento ou através de protocolo a todos os sócios ou ainda por e-mails, enviado a todos, sobre a matéria de que seria objeto.

Parágrafo Primeiro: Nos quatro meses seguintes ao término do exercício social, os sócios deliberarão sobre as contas e outros, quando for o caso. (arts. 1071 e 1072 § 2º e art. 1078, CC/2002).

Parágrafo Segundo: Nas reuniões de cotistas ou nos acordo de cotistas, cada sócio representará um voto, independente da participação de cada um no capital social da sociedade.

Parágrafo Terceiro: Será dispensável a realização de reunião cotistas, quando os sócios que representam no mínimo 75% do capital social decidirem sobre qualquer matéria de interesse da sociedade, notadamente aquelas relacionadas à consecução do objeto social.

Parágrafo Quarto: Sempre que a lei assim o permitir, fica dispensada o arquivamento das atas das reuniões de sócios, na **JUCESP.**

CLÁUSULA IX

Todo dia 31 de dezembro de cada ano será realizado o levantamento do Balanço Patrimonial do Exercício, sendo que os lucros ou as perdas, serão distribuídos ou suportados pelos sócios.

SEM VALOR DE CERTIDÃO

JUCESP

05

Visto
Conferido
I.G: 13.621.475

Parágrafo Primeiro: Por critério dos sócios e no atendimento de interesses da própria sociedade, o total ou parte dos lucros poderão ser destinados à formação de Reservas de Lucros, no critério estabelecido pela Lei 6.404/76, ou então permanecer em Lucros Acumulados para futura destinação.

Parágrafo Segundo: Por deliberação dos sócios poderão ser levantadas demonstrações financeiras mensais, sendo os lucros apurados, distribuídos aos mesmos, integral ou parcialmente, de acordo com as disponibilidades financeiras da sociedade.

Parágrafo Terceiro: Os sócios, mediante acordo unânime de cotistas, poderão deliberar distribuição desproporcional à participação no capital social, porem nenhum deve ficar excluído de participação na distribuição.

CLÁUSULA X

Os sócios não respondem subsidiariamente pelas obrigações sociais da sociedade.

CLÁUSULA XI

Nos casos omissos no presente instrumento a sociedade determina a regência supletiva pelas normas da Lei 6.404/76.

CLÁUSULA XII

As cotas da sociedade são indivisíveis e não poderão ser cedidas ou transferidas sem o expresso consentimento da maioria representativa do capital social, cabendo em igualdade de preços e condições, o direito de preferência ao sócio que queira adquiri-las, no caso de algum cotista pretender ceder às cotas que possuir. A ordem de preferência será sempre do sócio que possuir a maior participação no capital social, daí seguindo a ordem cronológica decrescente.

CLÁUSULA XIII

No caso de algum dos sócios pretenderem retirar-se da sociedade deverá notificar os demais, por escrito, com antecedência mínima de 60 (sessenta) dias, e se, retirar-se, seus haveres lhe serão reembolsados, após o levantamento de um balanço especial na data para apurá-los deduzida a importância conforme previsto no "Parágrafo Único" desta cláusula e pagos em 10 (dez) parcelas iguais, sendo a primeira a vista, em moeda corrente nacional, ou seja, no ato da assinatura do instrumento de alteração contratual de transferência das cotas sociais e as demais a cada 30 (trinta) nos meses subsequentes.

Parágrafo Único: No ato da saída do sócio do quadro societário, se houver, será retido do montante apurado e devido, a importância correspondente a 5% (cinco por cento).

CLÁUSULA XIV

Em caso de falecimento de um dos sócios a sociedade não se dissolverá, sendo que, ocorrendo o óbito, proceder-se-á um Balanço Geral Extraordinário, tendo como data base a data do óbito, para a apuração dos direitos haveres e obrigações da empresa, que servirá de base para a apuração dos haveres do sócio falecido e pagará aos herdeiros de direito, em 10 (dez) parcelas iguais, sendo a primeira 30 (trinta dias) após a ocorrência do fato, em moeda corrente nacional, e as demais a cada 30 (trinta) nos meses subsequentes.

SEM VALOR DE CERTIDÃO

JUCESP

05

Conferido
RG: 12.621.475

As cotas pertencentes ao falecido serão preferencialmente adquiridas pelos sócios remanescentes, obedecendo a ordem de preferencia prevista na "cláusula décima terceira". Caso não haja no momento nenhum sócio interessado às cotas em questão serão adquiridas pela sociedade que as manterá em tesousaria, nos termos da Lei, para destino posteiror e celebrará um instrumento de alteração contratual excluindo o falecido.

CLÁUSULA XV

Por mútuo consenso, dos sócios, a sociedade poderá ser dissolvida e em caso de cessação de atividades, os bens existentes serão vendidos e os frutos destas vendas serão divididos proporcionalmente a participação de cada sócio no capital social.

CLÁUSULA XVI

Os sócios declaram que as cotas são revestidas do caráter de **IMPENHORABILIDADE**, conforme disposto na legislação vigente, não podendo, dessa forma, ser penhoradas por terceiros, sob pena de nulidade e da mesma forma do caráter de **INCOMUNICABILIDADE**.

CLÁUSULA XVII

É permitida a exclusão da sociedade por justa causa do sócio quando estiver pondo em risco a continuidade da empresa, em virtude de atos de inegável gravidade, obedecendo-se os preceitos lançados no artigo 1085 e demais normas do Código Civil Brasileiro.

Parágrafo Único: As outras hipóteses de exclusão de sócio da sociedade, também serão regidas pelas demais disposições do Código Civil Brasileiro.

CLÁUSULA XVIII

Os sócios declaram que a sociedade explorará a atividade econômica empresarial organizada, sendo, portanto, uma sociedade empresária, nos termos do artigo 966, parágrafo único e artigo 982 da Lei n º 10.406 de 10 de janeiro de 2.002 (NCC).

CLÁUSULA XIX

Todos os sócios por si e seus sucessores obrigam-se a cumprir este contrato em todas as suas cláusulas e condições.

CLÁUSULA XX

O presente Contrato poderá ser alterado ou modificado no todo ou em parte, sempre que necessário, nos termos do Inciso I, do artigo 1076 do CC/02.

CLÁUSULA XXI

Para a solução de qualquer divergência originária do presente instrumento de contrato social, fica eleito o Foro da comarca e cidade de Jaguariúna, CEP 13820-000, estado de São Paulo, com renúncia expressa de qualquer outro por mais privilegiado que seja.

5

SEM VALOR DE CERTIDÃO

JUCESP

05

Conferido

E assim, por se acharem justos e contratados em tudo que foi estabelecido neste instrumento de contrato social, os sócios assinam o presente em 03 (três) vias de igual teor, na presença de duas testemunhas abaixo identificadas, devendo a primeira delas, ser arquivada na **JUNTA COMERCIAL DO ESTADO DE SÃO PAULO**, ficando as demais vias arquivadas na sede da sociedade.

Jaguariúna, 28 de fevereiro de 2017.

JAGUARIÚNA - SP

JAGUARIÚNA - SP

AS PARTES

MARCELO KENJI GOMES YANAI
SÓCIO ADMINISTRADOR

ROBERTA CRISTINA GOMES YANAI
SÓCIA

TESTEMUNHAS

LUIS CARLOS MARQUEZINI
RG : 8.929.466-X-SSP/SP

RAMON GRANGUELLI BRANCALHONE
RG: 30.717.829-8-SSP/SP

ADVOGADO

JOSE ROBERTO BRANCALHONE
OAB/SP 103.684

JUCESP
06 MAR 2017
ASSINATURA

SECRETARIA DE DESENVOLVIMENTO ECONÔMICO, CIÊNCIA, TECNOLOGIA E INOVAÇÃO
JUCESP
NIRE DIVULGADO
FLÁVIA R. BRITTO GONÇALVES
SECRETÁRIA GERAL
CERTIFICO O REGISTRO SOB O NÚMERO
3523033161-0
JUCESP

SEM VALOR DE CERTIDÃO

SEM VALIDADE DE CERTIDÃO

Tabelião de Notas e de Protesto de Letras e Títulos
Dr. Matheus Trevizan Carriel
Av. Antonio Pinto Catão, 293 - Jardim Mauá - Jaguariúna - SP - CEP 13820-000 - Fone: (19) 3867-1163

Reconheço por semelhança, a firma indicada de:MARCELO KENJI GOMES YAMAI(61108), ROBERTA CRISTINA GOMES YAMAI(74839) em documento COM econômico. Dou fé. Selo(s): AA00089516.
Jaguariúna - SP, 02/03/2017. Em Testº____ da verdade.
ADRIANA CRISTINA MACHIROLLI
Selo Seg. : 12504031304849533857533523154 Valor:R$7,22
VALIDO SOMENTE COM O SELO DE AUTENTICIDADE
E-mail:jaguariuna@tabeliaojaguariuna.com.br

NOTAS E DE PROTESTO - JAGUARIÚNA
COLÉGIO NOTARIAL DO BRASIL
12561
FIRMA
VALOR ECONÔMICO
AA00089516

REPÚBLICA FEDERATIVA DO BRASIL

CADASTRO NACIONAL DA PESSOA JURÍDICA - CNPJ

DOCUMENTO BÁSICO DE ENTRADA DO CNPJ

A análise e o deferimento deste documento serão efetuados pelo seguinte órgão:

- **Junta Comercial do Estado de São Paulo**

CÓDIGO DE ACESSO
SP.88.24.65.70
- 00.029.783.108.808

01. IDENTIFICAÇÃO

NOME EMPRESARIAL (firma ou denominação)	Nº DE INSCRIÇÃO NO CNPJ
YANAI CONSTRUTORA E INCORPORADORA LTDA	********

02. MOTIVO DO PREENCHIMENTO

RELAÇÃO DOS EVENTOS SOLICITADOS / DATA DO EVENTO

101 Inscrição de primeiro estabelecimento
Quadro de Sócios e Administradores - QSA

DBE VERIFICADO

DBE TRANSMITIDO

Visto
Conferido
RG: 13.621.475

03. DOCUMENTOS APRESENTADOS

■ FCPJ ■ QSA

04. IDENTIFICAÇÃO DO PREPOSTO

NOME DO PREPOSTO	CPF DO PREPOSTO

05. IDENTIFICAÇÃO DO REPRESENTANTE DA PESSOA JURÍDICA

■ Responsável ☐ Preposto

NOME	CPF
MARCELO KENJI GOMES YANAI	297.831.088-08
LOCAL E DATA: 02 MAR. 2017	ASSINATURA (com firma reconhecida)

JAGUARIÚNA - SP

06. RECONHECIMENTO DE FIRMA

IDENTIFICAÇÃO DO CARTÓRIO

Tabelião de Notas e de Protesto de Letras e Títulos
Dr. Matheus Trevizan Carriel
Av. Antonio Pinto Catão, 293 - Jard.m Mauá - Jaguariuna - SP - CEP 13820-000 - Fone: (19) 3867-1163

Reconheço, por semelhança, a firma indicada de: MARCELO KENJI GOMES YANAI (61103) em documento sem valor econômico. Dou fé.
Jaguariúna - SP, 02/03/2017. Em Testemunho da verdade.
SILVIA MARIA GOMES SILVERIO
Código Seg.: 4956-4051-[illegible]-7165235
VALIDO SOMENTE COM O SELO DE AUTENTICIDADE
E-mail: jaguariuna@tabeliadejaguariuna.com.br

Selo Digital: 1126CO125617 FIRMA 1 04 84 A 02 24 99 8

07. RECIBO DE ENTREGA

CARIMBO COM DATA E ASSINATURA DO FUNCIONARIO DA UNIDADE CADASTRADORA

SEM VALOR DE CERTIDÃO

GOVERNO DO ESTADO DE SÃO PAULO
SECRETARIA DE DESENVOLVIMENTO ECONÔMICO, CIÊNCIA, TECNOLOGIA E INOVAÇÃO
JUNTA COMERCIAL DO ESTADO DE SÃO PAULO - JUCESP

JUCESP
Junta Comercial do Estado de São Paulo

DECLARAÇÃO

Eu, MARCELO KENJI GOMES YANAI, portador da Cédula de Identidade nº 25131905-2-SSP/SP, inscrito no Cadastro de Pessoas Físicas - CPF sob nº 297.831.088-08, na qualidade de titular, sócio ou responsável legal da empresa YANAI CONSTRUTORA E INCORPORADORA LTDA, **DECLARO** estar ciente que o **ESTABELECIMENTO** situado no(a) RUA JOSE ANTONIO DA SILVA, 143 , SALA 02 , NOVA JAGUARIÚNA, São Paulo, Jaguariúna, CEP 13820-000, **NÃO PODERÁ EXERCER** suas atividades sem que obtenha o parecer municipal sobre a viabilidade de sua instalação e funcionamento no local indicado, conforme diretrizes estabelecidas na legislação de uso e ocupação do solo, posturas municipais e restrições das áreas de proteção ambiental, nos termos do art. 24, §2 do Decreto Estadual nº 55.660/2010 e sem que tenha um **CERTIFICADO DE LICENCIAMENTO INTEGRADO VÁLIDO**, obtido pelo sistema Via Rápida Empresa - Módulo de Licenciamento Estadual.

Declaro ainda estar ciente que qualquer alteração no endereço do estabelecimento, em sua área de ou grupo de atividades, ou em qualquer outra das condições determinantes à expedição do Certificado de Licenciamento Integrado, implica na perda de sua validade, devendo, desde o momento da alteração, a obrigação de renová-lo.

Por fim, declaro estar ciente que a emissão do Certificado de Licenciamento Integrado poderá ser solicitada por representante legal devidamente habilitado, presencialmente e no ato da entrega das certidões relativas ao registro empresarial na Prefeitura, ou pelo titular, sócio, ou contabilista vinculado no Cadastro Nacional da Pessoa Jurídica (CNPJ) diretamente no site da Jucesp, através do módulo de licenciamento, mediante uso da respectiva certificação digital.

MARCELO KENJI GOMES YANAI

RG: 25131905-2-SSP/SP

YANAI CONSTRUTORA E INCORPORADORA LTDA

SEM VALOR DE CERTIDÃO

JUCESP - Junta Comercial do Estado de São Paulo

Ministério do Desenvolvimento, Indústria e Comércio Exterior
Secretaria de Comércio e Serviços
Departamento Nacional de Registro do Comércio - DNRC
Secretaria de Desenvolvimento Econômico, Ciência e Tecnologia

Ficha Cadastral - Quadro Societário/Integrantes

Nº DE CONTROLE NA INTERNET	NIRE SEDE	NOME EMPRESARIAL
020631007-2		YANAI CONSTRUTORA E INCORPORADORA LTDA

NOME DO INTEGRANTE	IDENTIFICAÇÃO
ROBERTA CRISTINA GOMES AINAI	282.853.948-24

NACIONALIDADE	RG/RNE	DIGITO	DATA DE EXPEDIÇÃO	ORGÃO EMISSOR	UF	CNPJ
Brasileira	28661591	5	12/07/2012	SSP	SP	Sem C.N.P.J.

LOGRADOURO (rua, av, etc.)	NÚMERO
AVENIDA VEREADOR DEOCLECIO DE OLIVEIRA NETO	977

COMPLEMENTO	BAIRRO/DISTRITO	CEP
	ESTANCIA DAS FLORES	13820-000

MUNICÍPIO	UF	PAIS
Jaguariúna	SP	Brasil

TIPO DE OPERAÇÃO	TIPO DE INTEGRANTE	USO DA FIRMA
Admissão	Pessoa Física	Não

PARTICIPAÇÃO

Participação no Capital: R$ 10.000,00 DEZ MIL REAIS

CARGOS

Sócio (Entrada) Início do Mandato: 28/02/2017 Término do Mandato:

REPRESENTANTES

Nenhum

DADOS COMPLEMENTARES

SEM VALOR DE CERTIDÃO

Ficha Cadastral - Quadro Societário/Integrantes

Nº DE CONTROLE NA INTERNET	NIRE SEDE	NOME EMPRESARIAL
02063[illegible]7-2		YANAI CONSTRUTORA E INCORPORADORA LTDA

NOME INTEGRANTE	IDENTIFICAÇÃO
MAR[illegible]KENJI GOMES YANAI	297.831.088-08

NACIONALIDADE	RG/RNE	DIGITO	DATA DE EXPEDIÇÃO	ORGÃO EMISSOR	UF	CNPJ
Brasil[illegible]	25131905	2	19/07/2012	SSP	SP	Sem C.N.P.J.

LOGRADOURO (rua, av, etc.)	NÚMERO
AVENIDA VEREADOR DEOCLECIO DE OLIVEIRA NETO	977

COMPLEMENTO	BAIRRO/DISTRITO	CEP
	ESTANCIA DAS FLORES	13820-000

MUNICÍPIO	UF	PAIS
Jagu[illegible]	SP	Brasil

TIPO DE QUALIFICAÇÃO	TIPO DE INTEGRANTE	USO DA FIRMA
Admi[illegible]o	Pessoa Física	Sim - Isoladamente

PARTICIPAÇÃO

Participação no Capital: R$ 90.000,00 NOVENTA MIL REAIS

CARGO

Sóci[illegible]da) Início do Mandato: 28/02/2017 Término do Mandato:

Adm[illegible]r (entrada) Início do Mandato: 28/02/2017 Término do Mandato:

REFERÊNCIAS

N[illegible]

DADOS COMPLEMENTARES

SEM VALOR DE CERTIDÃO

PROFIT AND LOSS STATEMENT

Company:	YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA
Accounting Period:	09//11/2023 to 12/31/2023
CNPJ:	52.132.442/0001-95
Ledger Registration Number:	1
Selected Period:	September 11, 2023 to December 31, 2023

FINANCIAL STATEMENTS

Description	Note	Previous Balance	Current Balance
INCOME STATEMENT ACCOUNTS - REVENUES		R$ 0.00	R$ 161,894.36
NET REVENUE		R$ 0.00	R$ 161,894.36
GROSS REVENUE FROM SALES AND SERVICES		R$ 0.00	R$ 171,589.00
GROSS REVENUE FROM SERVICES RENDERED		R$ 0.00	R$ 171,589.00
SERVICES RENDERED		R$ 0.00	R$ 171,589.00
(-) (-) DEDUCTIONS FROM GROSS REVENUE		R$ (0.00)	R$ (9,694.77)
(-) (-) TAXES ON REVENUE		R$ (0.00)	R$ (9,694.77)
(-) (-) ISS (Services Tax)		R$ (0.00)	R$ (3,431.78)
(-) (-) PIS ON GROSS REVENUE		R$ (0.00)	R$ (1,115.32)
(-) (-) COFINS ON GROSS REVENUE		R$ (0.00)	R$ (5,147.67)
FINANCIAL INCOME		R$ 0.00	R$ 0.13
FINANCIAL INCOME		R$ 0.00	R$ 0.13
EARNINGS FROM FINANCIAL INVESTMENTS		R$ 0.00	R$ 0.13
(-) INCOME STATEMENT ACCOUNTS - COSTS		R$ (0.00)	R$ (6,336.00)
(-) COSTS OF OPERATIONAL ACTIVITIES		R$ (0.00)	R$ (6,336.00)
(-) COST OF SERVICES RENDERED		R$ (0.00)	R$ (6,336.00)
(-) OFFICERS' COMPENSATION		R$ (0.00)	R$ (6,336.00)
(-) OWNER'S DRAW		R$ (0.00)	R$ (5,280.00)
(-) INSS ON OWNER'S DRAW		R$ (0.00)	R$ (1,056.00)
(-) INCOME STATEMENT ACCOUNTS - EXPENSES		R$ (0.00)	R$ (61,918.32)
(-) OPERATING EXPENSES		R$ (0.00)	R$ (61,918.32)
(-) ADMINISTRATIVE AND TAX EXPENSES		R$ (0.00)	R$ (61,898.32)
(-) TAX EXPENSES		R$ (0.00)	R$ (348.81)
(-) TAXES, FEES AND CONTRIBUTIONS		R$ (0.00)	R$ (348.81)
(-) GENERAL AND ADMINISTRATIVE EXPENSES		R$ (0.00)	R$ (61,549.51)
(-) ACCOUNTING FEES		R$ (0.00)	R$ (726.00)
(-) INTERNET EXPENSES		R$ (0.00)	R$ (299.97)
(-) COURSES AND TRAINING		R$ (0.00)	R$ (43,430.55)
(-) SERVICES RENDERED BY LEGAL ENTITIES		R$ (0.00)	R$ (11,230.00)
(-) DATA PROCESSING SERVICES		R$ (0.00)	R$ (3,564.00)
(-) OTHER ADMINISTRATIVE EXPENSES		R$ (0.00)	R$ (2,298.99)
(-) FINANCIAL EXPENSES		R$ (0.00)	R$ (20,00)
(-) FINANCIAL EXPENSES		R$ (0.00)	R$ (20,00)
(-) BANK CHARGES AND FEES		R$ (0.00)	R$ (20,00)
(-) TRANSITIONAL AND CLOSING ACCOUNTS		R$ (0.00)	R$ (93,640.04)
(-) TRANSITIONAL AND CLOSING ACCOUNTS		R$ (0.00)	R$ (93,640.04)
(-) TRANSITIONAL AND CLOSING ACCOUNTS		R$ (0.00)	R$ (93,640.04)
(-) FINAL ACCOUNTS AFTER PROFITS		R$ (0.00)	R$ (3,912.23)
(-) PROVISION FOR INCOME TAX		R$ (0.00)	R$ (2,059.07)
(-) PROVISION FOR SOCIAL CONTRIBUTION		R$ (0.00)	R$ (1,853.16)
(-) EQUITY INTERESTS		R$ (0.00)	R$ (89,727.81)

Glossary:
ISS – Tax on service
PIS – Social Integration Program
COFINS – Social Security Financing Contribution
INSS - Social Security

I, André Vinícius Inacio Penna Mello, telephone number 415 425-2508, mailing address P.O. Box 90487, San Diego, CA 92169, certify that the professional translation of this document from Portuguese to English has been performed by myself, a qualified translator fluent in both languages, and that the following is an accurate and complete translation of the document.



Date: May 21, 2026.

DEMONSTRAÇÃO DE RESULTADO DO EXERCÍCIO

Entidade:	YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA
Período da Escrituração:	11/09/2023 a 31/12/2023
CNPJ:	52.132.442/0001-95
Número de Ordem do Livro:	1
Período Selecionado:	11 de Setembro de 2023 a 31 de Dezembro de 2023

DEMONSTRAÇÕES CONTÁBEIS

Descrição	Nota	Saldo anterior	Saldo atual
CONTAS DE RESULTADOS - RECEITAS		R$ 0,00	R$ 161.894,36
RECEITA LIQUIDA		R$ 0,00	R$ 161.894,36
RECEITA BRUTA DE VENDAS E SERVICOS		R$ 0,00	R$ 171.589,00
RECEITA BRUTA DE SERVICOS PRESTADOS		R$ 0,00	R$ 171.589,00
SERVICOS PRESTADOS		R$ 0,00	R$ 171.589,00
(-) (-) DEDUCOES DA RECEITA BRUTA		R$ (0,00)	R$ (9.694,77)
(-) (-) IMPOSTOS INCIDENTES SOBRE A RECEITA		R$ (0,00)	R$ (9.694,77)
(-) (-) ISS		R$ (0,00)	R$ (3.431,78)
(-) (-) PIS S/ FATURAMENTO		R$ (0,00)	R$ (1.115,32)
(-) (-) COFINS S/ FATURAMENTO		R$ (0,00)	R$ (5.147,67)
RECEITAS FINANCEIRAS		R$ 0,00	R$ 0,13
RECEITAS FINANCEIRAS		R$ 0,00	R$ 0,13
RENDIMENTOS DE APLICACOES FINANCEIRAS		R$ 0,00	R$ 0,13
(-) CONTAS DE RESULTADOS - CUSTOS		R$ (0,00)	R$ (6.336,00)
(-) CUSTOS DAS ATIVIDADES OPERACIONAIS		R$ (0,00)	R$ (6.336,00)
(-) CUSTO DOS SERVICOS PRESTADOS		R$ (0,00)	R$ (6.336,00)
(-) REMUNERACAO DE DIRIGENTES		R$ (0,00)	R$ (6.336,00)
(-) PRO-LABORE		R$ (0,00)	R$ (5.280,00)
(-) INSS SOBRE PRO-LABORE		R$ (0,00)	R$ (1.056,00)
(-) CONTAS DE RESULTADOS - DESPESAS		R$ (0,00)	R$ (61.918,32)
(-) DESPESAS OPERACIONAIS		R$ (0,00)	R$ (61.918,32)
(-) DESPESAS ADMINISTRATIVAS E TRIBUTARIAS		R$ (0,00)	R$ (61.898,32)
(-) DESPESAS TRIBUTARIAS		R$ (0,00)	R$ (348,81)
(-) IMPOSTOS, TAXAS E CONTRIBUICOES		R$ (0,00)	R$ (348,81)
(-) DESPESAS GERAIS ADMINISTRATIVAS		R$ (0,00)	R$ (61.549,51)
(-) HONORARIOS CONTABEIS		R$ (0,00)	R$ (726,00)
(-) GASTOS COM INTERNET		R$ (0,00)	R$ (299,97)
(-) CURSOS E TREINAMENTOS		R$ (0,00)	R$ (43.430,55)
(-) SERVICOS PRESTADOS POR PESSOAS JURIDICAS		R$ (0,00)	R$ (11.230,00)
(-) SERVICOS DE PROCESSAMENTO DE DADOS		R$ (0,00)	R$ (3.564,00)
(-) OUTRAS DESPESAS ADMINISTRATIVAS		R$ (0,00)	R$ (2.298,99)
(-) DESPESAS FINANCEIRAS		R$ (0,00)	R$ (20,00)
(-) DESPESAS FINANCEIRAS		R$ (0,00)	R$ (20,00)
(-) DESPESAS E TAXAS BANCARIAS		R$ (0,00)	R$ (20,00)
(-) CONTAS TRANSITORIAS E DE ENCERRAMENTO		R$ (0,00)	R$ (93.640,04)
(-) CONTAS TRANSITORIAS E DE ENCERRAMENTO		R$ (0,00)	R$ (93.640,04)
(-) CONTAS TRANSITORIAS E DE ENCERRAMENTO		R$ (0,00)	R$ (93.640,04)
(-) CONTAS FINAIS APOS LUCROS		R$ (0,00)	R$ (3.912,23)
(-) PROVISAO PARA IMPOSTO DE RENDA		R$ (0,00)	R$ (2.059,07)
(-) PROVISAO PARA CONTRIBUICAO SOCIAL		R$ (0,00)	R$ (1.853,16)
(-) PARTICIPACOES SOCIETARIAS		R$ (0,00)	R$ (89.727,81)

MINISTRY OF FINANCE
SECRETARIAT OF THE FEDERAL REVENUE OF BRAZIL
PUBLIC DIGITAL BOOKKEEPING SYSTEM – Sped Version: 11.2.1

DIGITAL TAX BOOKKEEPING SUBMISSION RECEIPT

Corporate Income Tax - ECF

Original

IDENTIFICATION OF THE BOOKKEEPING TAXPAYER

CNPJ 52.132.442/0001-95
SCP
COMPANY NAME YANAI GESTAO DE OBRAS E CONSTRUCOES LTOA

BOOKKEEPING IDENTIFICATION

TAX ASSESSMENT PERIOD 01/01/2024 to 12/31/2024	**STATUS** Regular
FILE IDENTIFICATION (HASH) C2.15.56.93.C1.26.CE.13.13.92.E3.EF.F1.37.15.CF.40.41.D9.BE	
AMENDED FILINGS (HASH)	

THIS FILE WAS SIGNED WITH THE FOLLOWING DIGITAL CERTIFICATES:

SIGNATORY QUALIFICATION	CPF/CNPJ	NAME	CERTIFICATE SERIAL NUMBER	VALIDITY
Attorney-in-Fact	71760350834	LUIS CARLOS MARQUEZINI:71760350834	472198432575370291986665	06/13/2025 to 06/13/2026
Accountant/Bookkeeper	27532261808	RAMON GRANGUELLI BRANCALHONE:27532261808	835750251457607296174769	07/23/2024 to 07/23/2025

RECEIPT NUMBER:

C2.15.56.93.C1.26.CE.13.13.92.E3.EF.
F1.37.15.CF.40.41.D9.BE-6

Declaration received via Internet by
the SERPRO
(Federal Data Processing Service)
Receiving Agent

on 07/10/2025 to 4:43:02 p.m.

2B.EA.09.F0.02.8F.10.9C
41.43.86.F3.D8.80.15.9A

Report of printed forms and folders

Company Name: YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA

Bookkeping Period: 01/01/2024 to 12/31/2024 CNPJ: 52.132.442/0001-95 SCP (Silent Partnership):

Record P030 - Identification of the Tax Period and Assessment Method for Corporate Income Tax and Social Contribution on Net Income for Companies Taxed under the Presumed Profit Regime

Opening Balance Date	Closing Balance Date	Assessment Period
01/01/2024	03/31/2024	Q01 – First Quarter

Record P150 - Income Statement

Code	Description	Type	Level	Account Type	Parent Account Code	Amount	D (Debit)/ C (Credit)
3	NET INCOME FOR THE PERIOD	S	1	04 - Profit and Loss Accounts		117,075.76	C
3.01	NET INCOME FOR THE PERIOD BEFORE IRPJ AND CSLL - GENERAL ACTIVITY	S	2	04 - Profit and Loss Accounts	3	121,429.76	C
3.01.01	OPERATING INCOME	S	3	04 - Profit and Loss Accounts	3.01	121,429.76	C
3.01.01.01	NET REVENUE	S	4	04 - Profit and Loss Accounts	3.01.01	180,175.48	C
3.01.01.01.01	GROSS REVENUE	S	5	04 - Profit and Loss Accounts	3.01.01.01	190,965.00	C
3.01.01.01.01.01	Direct Export Revenue from Goods and Products	A	6	04 - Profit and Loss Accounts	3.01.01.01.01	0.00	C
3.01.01.01.01.02	Revenue from Sales of Goods and Products to Export Trading Companies for Specific Export Purposes	A	6	04 - Profit and Loss Accounts	3.01.01.01.01	0.00	C
3.01.01.01.01.03	Revenue from Export of Services	A	6	04 - Profit and Loss Accounts	3.01.01.01.01	0.00	C
3.01.01.01.01.04	Revenue from Sales of Own Manufactured Products in the Domestic Market	A	6	04 - Profit and Loss Accounts	3.01.01.01.01	0.00	C
3.01.01.01.01.05	Revenue from Resale of Goods in the Domestic Market	A	6	04 - Profit and Loss Accounts	3.01.01.01.01	0.00	C

Glossary:
CSLL - Social Contribution on Net Income
IRPJ - Corporate Income Tax

Report of printed forms and folders

Company Name:	YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA
Bookkeping Period:	01/01/2024 to 12/31/2024 CNPJ: 52.132.442/0001-95 SCP:

Record P030 - Identification of the Tax Period and Assessment Method for Corporate Income Tax and Social Contribution on Net Income for Companies Taxed under the Presumed Profit Regime

Opening Balance Date	Closing Balance Date	Assessment Period
01/01/2024	03/31/2024	Q01 – First Quarter

Record P150 - Income Statement

Code	Description	Type	Level	Account Type	Parent Account Code	Amount	D/C
3.02.01.01.01.12	(-) Provision for Corporate Income Tax – Deferred Profits (General and Rural Activity)	A	6	04 - Profit and Loss Accounts	3.02.01.01.01	0.00	C

Opening Balance Date	Closing Balance Date	Assessment Period
04/01/2024	06/30/2024	Q02 – Second Quarter

Record P150 - Income Statement

Code	Description	Type	Level	Account Type	Parent Account Code	Amount	D/C
3	NET INCOME FOR THE PERIOD	S	1	04 - Profit and Loss Accounts		97373.12	C
3.01	NET INCOME FOR THE PERIOD BEFORE IRPJ AND CSLL - GENERAL ACTIVITY	S	2	04 - Profit and Loss Accounts	3	101,449.84	C
3.01.01	OPERATING INCOME	S	3	04 - Profit and Loss Accounts	3.01	101,449.84	C
3.01.01.01	NET REVENUE	S	4	04 - Profit and Loss Accounts	3.01.01	168,700.88	C
3.01.01.01.01	GROSS REVENUE	S	5	04 - Profit and Loss Accounts	3.01.01.01	178,803.27	C
3.01.01.01.01.01	Direct Export Revenue from Goods and Products	A	6	04 - Profit and Loss Accounts	3.01.01.01.01	0.00	C

Company Name:	YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA
Bookkeping Period:	01/01/2024 to 12/31/2024 CNPJ: 52.132.442/0001-95 SCP:

Record P030 - Identification of the Tax Period and Assessment Method for Corporate Income Tax and Social Contribution on Net Income for Companies Taxed under the Presumed Profit Regime

Opening Balance Date	Closing Balance Date	Assessment Period
04/01/2024	06/30/2024	Q02 – Second Quarter

Record P150 - Income Statement

Code	Description	Type	Level	Account Type	Parent Account Code	Amount	D/C
3.02.01.01.01	PROVISION FOR CSLL AND IRPJ	S	5	04 - Profit and Loss Accounts	3.02.01.01	4,076.72	D
3.01.01.01.01.01	(-) Direct Export Revenue from Goods and Products	A	6	04 - Profit and Loss Accounts	3.01.01.01.01	0.00	C
3.01.01.01.01.02	(-) Revenue from Sales of Goods and Products to Export Trading Companies for Specific Export Purposes	A	6	04 - Profit and Loss Accounts	3.01.01.01.01	2,145.64	D
3.01.01.01.01.11	(-) Provision for Social Contribution on Net Income - Deferred Profits (General Activity)	A	6	04 - Profit and Loss Accounts	3.01.01.01.01	1,931.08	D
3.01.01.01.01.12	(-) Provision for Corporate Income Tax – Deferred Profits (General and Rural Activity)	A	6	04 - Profit and Loss Accounts	3.01.01.01.01	0.00	C

Opening Balance Date	Closing Balance Date	Assessment Period
07/01/2024	09/30/2024	Q03 – Third Quarter

Record P150 - Income Statement

Code	Description	Type	Level	Account Type	Parent Account Code	Amount	D/C
3	NET INCOME FOR THE PERIOD	S	1	04 - Profit and Loss Accounts		105,153.97	C
3.01	NET INCOME FOR THE PERIOD BEFORE IRPJ AND CSLL - GENERAL ACTIVITY	S	2	04 - Profit and Loss Accounts	3	109,836.33	C

Report of printed forms and folders

Company Name:	YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA
Bookkeping Period:	01/01/2024 to 12/31/2024 CNPJ: 52.132.442/0001-95 SCP:

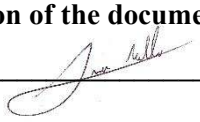
Record P030 - Identification of the Tax Period and Assessment Method for Corporate Income Tax and Social Contribution on Net Income for Companies Taxed under the Presumed Profit Regime

Opening Balance Date	Closing Balance Date	Assessment Period
10/01/2024	12/31/2024	Q04 – Fourth Quarter

Record P150 - Income Statement

Code	Description	Type	Level	Account Type	Parent Account Code	Amount	D/C
3	NET INCOME FOR THE PERIOD	S	1	04 - Profit and Loss Accounts		102,387.99	C
3.01	NET INCOME FOR THE PERIOD BEFORE IRPJ AND CSLL - GENERAL ACTIVITY	S	2	04 - Profit and Loss Accounts	3	107,238.43	C
3.01.01	OPERATING INCOME	S	3	04 - Profit and Loss Accounts	3.01	107,238.43	C
3.01.01.01	NET REVENUE	S	4	04 - Profit and Loss Accounts	3.01.01	200,718.75	C
3.01.01.01.01	GROSS REVENUE	S	5	04 - Profit and Loss Accounts	3.01.01.01	212,738.48	C
3.01.01.01.01.01	Direct Export Revenue from Goods and Products	A	6	04 - Profit and Loss Accounts	3.01.01.01.01	0.00	C
3.01.01.01.01.02	Revenue from Sales of Goods and Products to Export Trading Companies for Specific Export Purposes	A	6	04 - Profit and Loss Accounts	3.01.01.01.01	0.00	C
3.01.01.01.01.03	Revenue from Export of Services	A	6	04 - Profit and Loss Accounts	3.01.01.01.01	0.00	C
3.01.01.01.01.04	Revenue from Sales of Own Manufactured Products in the Domestic Market	A	6	04 - Profit and Loss Accounts	3.01.01.01.01	0.00	C
3.01.01.01.01.05	Revenue from Resale of Goods in the Domestic Market	A	6	04 - Profit and Loss Accounts	3.01.01.01.01	0.00	C

I, André Vinícius Inacio Penna Mello, telephone number 415 425-2508, mailing address P.O. Box 90487, San Diego, CA 92169, certify that the professional translation of this document from Portuguese to English has been performed by myself, a qualified translator fluent in both languages, and that the following is an accurate and complete translation of the document.



Date: May 21, 2026.

MINISTÉRIO DA FAZENDA
SECRETARIA DA RECEITA FEDERAL DO BRASIL
SISTEMA PÚBLICO DE ESCRITURAÇÃO DIGITAL – Sped Versão: 11.2.1

RECIBO DE ENTREGA DE ESCRITURAÇÃO FISCAL DIGITAL

Imposto de Renda de Pessoa Jurídica - ECF

Original

IDENTIFICAÇÃO DO TITULAR DA ESCRITURAÇÃO

CNPJ
52.132.442/0001-95

SCP

NOME EMPRESARIAL
YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA

IDENTIFICAÇÃO DA ESCRITURAÇÃO

PERÍODO DA APURAÇÃO	SITUAÇÃO
01/01/2024 a 31/12/2024	Normal

IDENTIFICAÇÃO DO ARQUIVO (HASH)
C2.15.56.93.C1.26.CE.13.13.92.E3.EF.F1.37.15.CF.40.41.D9.BE

RETIFICADAS (HASH)

ESTE LIVRO FOI ASSINADO COM OS SEGUINTES CERTIFICADOS DIGITAIS:

QUALIFICAÇÃO DO SIGNATARIO	CPF/CNPJ	NOME	Nº SÉRIE DO CERTIFICADO	VALIDADE
Procurador	71760350834	LUIS CARLOS MARQUEZINI:71760350834	472198432575370291986665	13/06/2025 a 13/06/2026
Contador/Contabilista	27532261808	RAMON GRANGUELLI BRANCALHONE:27532261808	835750251457607296174769	23/07/2024 a 23/07/2025

NÚMERO DO RECIBO:

C2.15.56.93.C1.26.CE.13.13.92.E3.EF.
F1.37.15.CF.40.41.D9.BE-6

Escrituração recebida via Internet
pelo Agente Receptor SERPRO

em 10/07/2025 às 16:43:02

2B.EA.09.F0.02.8F.10.9C
41.43.86.F3.D8.80.15.9A

Relatório de Impressão de Pastas e Fichas

Nome Empresarial:	YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA				
Período da Escrituração:	01/01/2024 a 31/12/2024	CNPJ:	52.132.442/0001-95	SCP:	

Registro P030 - Identificação do período e forma de apuração do imposto de renda e da contribuição social sobre o lucro líquido das empresas tributadas pelo lucro presumido

Data Saldo Inicial	Data Saldo Final	Período de apuração
01/01/2024	31/03/2024	T01 - Primeiro Trimestre

Registro P150 - Demonstração do Resultado

Código	Descrição	Tipo	Nível	Natureza da Conta	Código conta superior	Valor	D/C
3	RESULTADO LÍQUIDO DO PERÍODO	S	1	04 - Contas de resultado		117.075,76	C
3.01	RESULTADO LÍQUIDO DO PERÍODO ANTES DO IRPJ E DA CSLL - ATIVIDADE GERAL	S	2	04 - Contas de resultado	3	121.429,76	C
3.01.01	RESULTADO OPERACIONAL	S	3	04 - Contas de resultado	3.01	121.429,76	C
3.01.01.01	RECEITA LIQUIDA	S	4	04 - Contas de resultado	3.01.01	180.175,48	C
3.01.01.01.01	RECEITA BRUTA	S	5	04 - Contas de resultado	3.01.01.01	190.965,00	C
3.01.01.01.01.01	Receita de Exportação Direta de Mercadorias e Produtos	A	6	04 - Contas de resultado	3.01.01.01.01	0,00	C
3.01.01.01.01.02	Receita de Vendas de Mercadorias e Produtos a Comercial Exportadora com Fim Específico de Exportação	A	6	04 - Contas de resultado	3.01.01.01.01	0,00	C
3.01.01.01.01.03	Receita de Exportação de Serviços	A	6	04 - Contas de resultado	3.01.01.01.01	0,00	C
3.01.01.01.01.04	Receita da Venda de Produtos de Fabricação Própria no Mercado Interno	A	6	04 - Contas de resultado	3.01.01.01.01	0,00	C
3.01.01.01.01.05	Receita da Revenda de Mercadorias no Mercado Interno	A	6	04 - Contas de resultado	3.01.01.01.01	0,00	C

INFORMAÇÃO PROTEGIDA POR SIGILO FISCAL

Relatório de Impressão de Pastas e Fichas

Nome Empresarial:	YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA				
Período da Escrituração:	01/01/2024 a 31/12/2024	CNPJ:	52.132.442/0001-95	SCP:	

Registro P030 - Identificação do período e forma de apuração do imposto de renda e da contribuição social sobre o lucro líquido das empresas tributadas pelo lucro presumido

Data Saldo Inicial	Data Saldo Final	Período de apuração
01/01/2024	31/03/2024	T01 - Primeiro Trimestre

Registro P150 - Demonstração do Resultado

Código	Descrição	Tipo	Nível	Natureza da Conta	Código conta superior	Valor	D/C
3.02.01.01.01.12	(-) Provisão para Imposto de Renda - Pessoa Jurídica - Lucros Diferidos (Atividade Geral e Rural)	A	6	04 - Contas de resultado	3.02.01.01.01	0,00	C

Data Saldo Inicial	Data Saldo Final	Período de apuração
01/04/2024	30/06/2024	T02 - Segundo Trimestre

Registro P150 - Demonstração do Resultado

Código	Descrição	Tipo	Nível	Natureza da Conta	Código conta superior	Valor	D/C
3	RESULTADO LÍQUIDO DO PERÍODO	S	1	04 - Contas de resultado		97.373,12	C
3.01	RESULTADO LÍQUIDO DO PERÍODO ANTES DO IRPJ E DA CSLL - ATIVIDADE GERAL	S	2	04 - Contas de resultado	3	101.449,84	C
3.01.01	RESULTADO OPERACIONAL	S	3	04 - Contas de resultado	3.01	101.449,84	C
3.01.01.01	RECEITA LIQUIDA	S	4	04 - Contas de resultado	3.01.01	168.700,88	C
3.01.01.01.01	RECEITA BRUTA	S	5	04 - Contas de resultado	3.01.01.01	178.803,27	C
3.01.01.01.01.01	Receita de Exportação Direta de Mercadorias e Produtos	A	6	04 - Contas de resultado	3.01.01.01.01	0,00	C

INFORMAÇÃO PROTEGIDA POR SIGILO FISCAL

Relatório de Impressão de Pastas e Fichas

Nome Empresarial:	YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA				
Período da Escrituração:	01/01/2024 a 31/12/2024	CNPJ:	52.132.442/0001-95	SCP:	

Registro P030 - Identificação do período e forma de apuração do imposto de renda e da contribuição social sobre o lucro líquido das empresas tributadas pelo lucro presumido

Data Saldo Inicial	Data Saldo Final	Período de apuração
01/04/2024	30/06/2024	T02 - Segundo Trimestre

Registro P150 - Demonstração do Resultado

Código	Descrição	Tipo	Nível	Natureza da Conta	Código conta superior	Valor	D/C
3.02.01.01.01	PROVISÃO PARA CSLL E IRPJ	S	5	04 - Contas de resultado	3.02.01.01	4.076,72	D
3.02.01.01.01.01	(-) Provisão para Contribuição Social sobre o Lucro Líquido (Atividade Geral)	A	6	04 - Contas de resultado	3.02.01.01.01	0,00	C
3.02.01.01.01.02	(-) Provisão para Imposto de Renda - Pessoa Jurídica (Atividade Geral e Rural)	A	6	04 - Contas de resultado	3.02.01.01.01	2.145,64	D
3.02.01.01.01.11	(-) Provisão para Contribuição Social sobre o Lucro Líquido - Lucros Diferidos (Atividade Geral)	A	6	04 - Contas de resultado	3.02.01.01.01	1.931,08	D
3.02.01.01.01.12	(-) Provisão para Imposto de Renda - Pessoa Jurídica - Lucros Diferidos (Atividade Geral e Rural)	A	6	04 - Contas de resultado	3.02.01.01.01	0,00	C

Data Saldo Inicial	Data Saldo Final	Período de apuração
01/07/2024	30/09/2024	T03 - Terceiro Trimestre

Registro P150 - Demonstração do Resultado

Código	Descrição	Tipo	Nível	Natureza da Conta	Código conta superior	Valor	D/C
3	RESULTADO LÍQUIDO DO PERÍODO	S	1	04 - Contas de resultado		105.153,97	C
3.01	RESULTADO LÍQUIDO DO PERÍODO ANTES DO IRPJ E DA CSLL - ATIVIDADE GERAL	S	2	04 - Contas de resultado	3	109.836,33	C

INFORMAÇÃO PROTEGIDA POR SIGILO FISCAL

Relatório de Impressão de Pastas e Fichas

Nome Empresarial:	YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA				
Período da Escrituração:	01/01/2024 a 31/12/2024	CNPJ:	52.132.442/0001-95	SCP:	

Registro P030 - Identificação do período e forma de apuração do imposto de renda e da contribuição social sobre o lucro líquido das empresas tributadas pelo lucro presumido

Data Saldo Inicial	Data Saldo Final	Período de apuração
01/10/2024	31/12/2024	T04 - Quarto Trimestre

Registro P150 - Demonstração do Resultado

Código	Descrição	Tipo	Nível	Natureza da Conta	Código conta superior	Valor	D/C
3	RESULTADO LÍQUIDO DO PERÍODO	S	1	04 - Contas de resultado		102.387,99	C
3.01	RESULTADO LÍQUIDO DO PERÍODO ANTES DO IRPJ E DA CSLL - ATIVIDADE GERAL	S	2	04 - Contas de resultado	3	107.238,43	C
3.01.01	RESULTADO OPERACIONAL	S	3	04 - Contas de resultado	3.01	107.238,43	C
3.01.01.01	RECEITA LIQUIDA	S	4	04 - Contas de resultado	3.01.01	200.718,75	C
3.01.01.01.01	RECEITA BRUTA	S	5	04 - Contas de resultado	3.01.01.01	212.738,48	C
3.01.01.01.01.01	Receita de Exportação Direta de Mercadorias e Produtos	A	6	04 - Contas de resultado	3.01.01.01.01	0,00	C
3.01.01.01.01.02	Receita de Vendas de Mercadorias e Produtos a Comercial Exportadora com Fim Específico de Exportação	A	6	04 - Contas de resultado	3.01.01.01.01	0,00	C
3.01.01.01.01.03	Receita de Exportação de Serviços	A	6	04 - Contas de resultado	3.01.01.01.01	0,00	C
3.01.01.01.01.04	Receita da Venda de Produtos de Fabricação Própria no Mercado Interno	A	6	04 - Contas de resultado	3.01.01.01.01	0,00	C
3.01.01.01.01.05	Receita da Revenda de Mercadorias no Mercado Interno	A	6	04 - Contas de resultado	3.01.01.01.01	0,00	C

INFORMAÇÃO PROTEGIDA POR SIGILO FISCAL

GROSS REVENUE STATEMENT

To

We hereby declare that the gross revenue of the company identified below, as per fiscal records, presents the following figures:

Company	YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA
Address	R DOUTOR CLEMENTE HOLTMAN JR. 347
Neighborhood	FRAZATO
City	JAGUARIUNA - SP
Telephone	(019)3847-4444
State Registration	395.146.029.112
Municipal Reg. CCM	550523011
CGC/CNPJ/CPF	52.132.442/0001-95
Registration Authority	
Registration No.	
Tax Framework	Monthly Regime/R.P.A. (Autonomous Payment Receipt)
Tax Regime	Presumed Profit
C.N.A.E	4399-1/01- Construction Management
Period	03/01/2025 to 20/28/2026

	2025
March	83,520.49
April	75,782.73
May	78,867.65
June	77,770.82
July	89,193.58
August	90,982.39
September	63,851.52
October	177,944.73
November	116,889.58
December	159,764.81
Total	1,014,568.30

	2026
January	78,552.97
February	114,862.39
Total	193,415.36

Glossary:
CCM - Municipal Taxpayer Registry
C.N.A.E. - National Classification of Economic Activities

MARCELO KENJI GOMES YANAI
C.P.F.: 297.831.088-08

JAGUARIUNA, MARCH 16, 2026.

----//signature//----

LUIS CARLOS MARQUEZINI
C.R.C.: 1SP112058/O-0
C.P.F.: 717.603.508-34

Luis Carlos Marquezini
Accountant
Rua José Alves Guedes, 406 – Pq. Santa Maria
Jaguariúna – Phone: (19) 3847-4444
C.R.C.: 1SP112058/O-0 - C.P.F.: 717.603.508-34

ACCOUNTING STATEMENT

RAMON GRANGUELLI BRANCHALHONE
Accountant – Owner of TRADIÇÃO ASSESSORIA CONTABIL S/S LTDA
CNPJ No. 00.668.571/0001-07
CRC No. 1SP202283/O-2
Address: PRAÇA SANTA MARIA, No. 406, JOÃO PARTE II NEIGHBORHOOD – JAGUARIUNA – SP – ZIP CODE: 13.911-250

To whom it may concern,

I, **RAMON GRANGUELLI BRANCHALHONE**, accountant, owner of **TRADIÇÃO ASSESSORIA CONTABIL S/S LTDA**, registered in the National Registry of Legal Entities (CNPJ) under No. 00.668.571/0001-07, hereby declare, for all applicable purposes, that I provide accounting services to **GRUPO YANAI**, comprised of **YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA**., registered in the National Registry of Legal Entities (CNPJ) under No. **52.132.442/0001-95** and **YANAI CONSTRUTORA E INCORPORADORA**, registered in the National Registry of Legal Entities (CNPJ) under No. **27.234.126/0001-87**, being our client since **03/06/2017**.

The aforementioned company **YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA**. operates in the construction and real estate sector, incorporated on 09/11/2023, with activities encompassing construction management, residential homebuilding for sale, and professional and managerial development training. The company has experienced an average profit growth of approximately 370% since its inception, and is currently in regular operation, with ongoing activities, an active organizational structure, and bookkeeping maintained by this office.

Based on the analysis of accounting records, financial statements, and available economic-financial information, as well as the Business Plan prepared, which requires the amount of **US$ 15,000.00 (fifteen thousand dollars)**, it is possible to affirm that the company presents financial capacity compatible with the maintenance of its current activities and the planned expansion of its operations, including in the context of structuring a new administrative/commercial unit abroad (new office).

We remain available for any additional clarifications, should they be necessary.

Sincerely,

----//signature//----

RAMON GRANGUELLI BRANCALHONE
CRC 1SP202283/O-2
RAMON GRANGHELLI BRANCALHONE
Accountant
Rua José Alves Guedes, 406 – Pq. Santa Maria
Jaguariúna – Phone: (19) 3847-4444
C.R.C.: 1SP202283/O-2 - C.P.F.: 275.322.618-

I, André Vinícius Inacio Penna Mello, telephone number 415 425-2508, mailing address P.O. Box 90487, San Diego, CA 92169, certify that the professional translation of this document from Portuguese to English has been performed by myself, a qualified translator fluent in both languages, and that the following is an accurate and complete translation of the document.



Date: May 22, 2026.

DECLARAÇÃO DE FATURAMENTO

A(o)

Declaramos pela presente que o faturamento da empresa abaixo identificada, conforme registros fiscais, apresenta os valores a seguir demonstrados:

Empresa	YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA
Endereço	R DOUTOR CLEMENTE HOLTMAN JR, 347
Bairro	FRAZATTO
Cidade	JAGUARIUNA - SP
Telefone	(019)3847-4444
I. Estadual	395.146.029.112
I. Mun. CCM	550523011
CGC/CNPJ/CPF	52.132.442/0001-95
Órgão de Registro	
Registro Nº	
Regime	Regime Mensal/R.P.A.
Regime Tributário	Lucro Presumido
C.N.A.E	4399-1/01 - Administração de obras
Período	01/03/2025 à 28/02/2026

	2025
Março	83.520,49
Abril	75.782,73
Maio	78.867,65
Junho	77.770,82
Julho	89.193,58
Agosto	90.982,39
Setembro	63.851,52
Outubro	177.944,73
Novembro	116.889,58
Dezembro	159.764,81
Total	1.014.568,30

	2026
Janeiro	78.552,97
Fevereiro	114.862,39
Total	193.415,36

MARCELO KENJI GOMES YANAI
C.P.F.: 297.831.088-08

JAGUARIUNA, 16 DE MARÇO DE 2026.

LUIS CARLOS MARQUEZINI
C.R.C.: 1SP112058/O-0
C.P.F.: 717.603.508-34

Luis Carlos Marquesini
Contador
Rua José Alves Guedes, 406 - Pq. Santa Maria
Jaguariúna - Tel: (19) 3847-4444
CRC 1SP112058/O-0 - CPF 717.603.508-34

Tradição Assessoria Contábil S/S Ltda.
Praça Santa Maria, 406 - Bairro São João Parte II
CEP 13911-250 - Jaguariúna-SP. CNPJ: 00.668.571/0001-07
Pabx:(19) 38474444 / * Cel (19) 996075423
Visite: http://www.tradicaonline.com.br E@mail:
tradicao@tradicaonline.com.br

DECLARAÇÃO CONTÁBIL

RAMON GRANGUELLI BRANCHALHONE
Contador – Titular da TRADIÇÃO ASSESSORIA CONTABIL S/S LTDA
CNPJ nº 00.668.571/0001-07
CRC nº 1SP202283/O-2
Endereço: PRAÇA SANTA MARIA, Nº 406, BAIRRO SÃO JOÃO PARTE II – JAGUARIUNA – SP – CEP 13.911-250

A quem possa interessar,

Eu, **RAMON GRANGUELLI BRANCHALHONE**, contador, titular da **TRADIÇÃO ASSESSORIA CONTÁBIL S/S LTDA**, inscrito no Cadastro Nacional da Pessoa Jurídica (CNPJ) sob o nº 00.668.571/0001-07, declaro, para os devidos fins, que presto serviços contábeis ao **GRUPO YANAI**, composto pelas empresas **YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA.**, inscrita no Cadastro Nacional da Pessoa Jurídica (CNPJ) sob o nº **52.132.442/0001-95 e YANAI CONSTRUTORA E INCORPORADORA,** inscrita no Cadastro Nacional da Pessoa Jurídica (CNPJ) sob o nº **27.234.126/0001-87**, sendo nosso cliente desde **06/03/2017**.

A referida empresa **YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA.** atua no setor de construção e mercado imobiliário, criada em 11/09/2023, atuação com administração de obras, construção de casas para venda e treinamento em desenvolvimento profissional e gerencial, possui um crescimento médio de lucro, desde sua abertura, de aproximadamente 370%, encontrando-se em operação regular, com atividades contínuas, estrutura organizacional ativa e escrituração contábil mantida por este escritório.

Com base na análise dos registros contábeis, demonstrações financeiras e informações econômico-financeiras disponíveis, bem como no Plano de Negócios elaborado, onde se faz necessário o montante de **US$ 15.000,00 (quinze mil dólares),** é possível afirmar que a empresa apresenta capacidade financeira compatível com a manutenção de suas atividades atuais e com a expansão planejada de suas operações, inclusive no contexto de estruturação de uma nova unidade administrativa/comercial no exterior (new office).

Permanecemos à disposição para quaisquer esclarecimentos adicionais, caso necessário.

Atenciosamente,

RAMON GRANGUELLI BRANCALHONE
CRC 1SP202283/O-2
RAMON GRANGHELLI BRANCALHONE
Contador
Rua José Alves Guedes, 406 - Pq. Santa Maria
Jaguariúna - Tel: (19) 3847-4444
CRC/SP 1SP202283/O-2 - CPF: 275.322.618-04

BALANCE SHEET

1658 YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA

CNPJ: 52.132.442/0001-95

CLOSED AS OF: 12/31/2024

1 - ASSET		
1.1 - CURRENT ASSETS		
1.1.1.01 - CASH		
1.1.1.01.0001 – CASH ON HAND		570.46 D
	CASH	570.46 D
1.1.1.02 - CASH AND BANK ACCOUNTS		
1.1.1.02.009 – BANCO SICOOB S.A.		5,309.36 D
	CASH AND BANK ACCOUNTS	5,309.36 D
1.1.3 - OTHER RECEIVABLES		
1.1.3.02 - VENDOR ADVANCES		
1.1.3.02.0001 - VENDOR ADVANCES		2,220.00 D
	VENDOR ADVANCES	2,220.00 D
1.1.3.05 – TAX CREDITS		
1.1.3.05.0011 - OVERPAID TAXES RECOVERABLE		818.40 D
	TAX CREDITS	818.40 D
1.1.3.07 - OTHER RECEIVABLES		
1.1.3.07.0002 – YANAI CONSTRUTORA E INCOPORADORA LTDA		116,044.94 D
	OTHER RECEIVABLES	116,044.94 D
TOTAL ASSETS		124,963.16 D

2 – LIABILITIES AND STOCKHOLDERS' EQUITY		
2.1 - CURRENT LIABILITIES		
2.1.1 - ACCOUNTS PAYABLE		
2.1.1.01 – DOMESTIC VENDORS		
2.1.1.01.0001 – DOMESTIC VENDORS		9,233.52 C
2.1.1.01.0002 – TRADICAO COM E PROC. DE DADOS LTDA		1,270.80 C
2.1.1.01.0003 – TRADICAO ASSESSORIA CONTABIL S/S LTDA		847,20 C
	DOMESTIC VENDORS	11,351.52 C
2.1.3 - PAYROLL AND SOCIAL SECURITY LIABILITIES		
2.1.3.01 - PAYROLL AND SOCIAL SECURITY LIABILITIES		
2.1.3.01.0001 – SALARIES PAYABLE		1,470.97 C
2.1.3.01.0002 – WAGE COMPENSATION PAYABLE		2,513.36 C
2.1.3.01.0009 – INSS PAYABLE		1,574.35 C
2.1.3.01.0010 – FGTS PAYABLE		203.20 C
2.1.3.01.0012 – UNION CONFEDERATION AND ASSISTANCE CONTRIBUTIONS PAYABLE		57.15 C
	PAYROLL AND SOCIAL SECURITY LIABILITIES	5,819.03 C
2.1.4 – TAX LIABILITIES		
2.1.4.01 - TAXES AND CONTRIBUTIONS PAYABLE		
2.1.4.01.0003 - ISS PAYABLE		1,525.23 C
2.1.4.01.0004 - PIS PAYABLE		485,70 C
2.1.4.01.0005 - COFINS PAYABLE		2,287.85 C
2.1.4.01.0006 - IRRF PAYABLE		70,49 C
2.1.4.01.0008 - PIS, COFINS AND CSLL WITHHELD AT SOURCE PAYABLE		218,52 C
2.1.4.01.0011 - IRPJ PAYABLE		2,552.86 C
2.1.4.01.0012 - CSLL PAYABLE		2,297.58 C

Glossary:
INSS - Social Security
FGTS - Length-of-Service Guarantee Fund
ISS – Tax on service
PIS – Social Integration Program
COFINS – Social Security Financing Contribution
IRRF – Withholding Income Tax
CSLL - Social Contribution on Net Income
IRPJ - Corporate Income Tax

BALANCE SHEET

1658 YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA

CNPJ: 52.132.442/0001-95

CLOSED AS OF: 12/31/2024

TAXES AND CONTRIBUTIONS PAYABLE		
2.4 - STOCKHOLDERS' EQUITY		
2.4.1 - PAID-UP CAPITAL		
2.4.1.01 – DOMESTIC SUBSCRIBED SHARED CAPITAL		
2.4.1.01.0001 – JOAO MIGUEL CARPINETTI FERRAO		6,000.00 C
2.4.1.01.0001 – MARCELO KENJI GOMES YANAI		24,000.00 C
DOMESTIC SUBSCRIBED SHARED CAPITAL		30,000.00 C
2.4.4 - RETAINED EARNINGS (ACCUMULATED LOSSES)		
2.4.4.01 – RETAINED EARNINGS		
2.4.4.01.0001 – RETAINED EARNINGS		68,344.38 C
RETAINED EARNINGS		68,344.38 C
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY		124,963.16 D

We acknowledge the accuracy of the present balance sheet closed as of DECEMBER 31, 2024, in accordance with the documentation presented.

----//signature//----

JOAO MIGUEL CARPINETTI FERRAO
ROLE: MANAGING PARTNER
ID: 34.010.104-0 SSP/SP
CPF: 350.371.828-16

RAMON GRANGUELLI BRANCALHONE
ROLE: ACCOUNTANT
CPF: 275.322.618-08
CT/CRC: 1SP202283/O-2

MARCELO KENJI GOMES YANAI
ROLE: MANAGING PARTNER
ID: 25.131.905-2 SSP/SP
CPF: 297.831.088-08

I, André Vinícius Inacio Penna Mello, telephone number 415 425-2508, mailing address P.O. Box 90487, San Diego, CA 92169, certify that the professional translation of this document from Portuguese to English has been performed by myself, a qualified translator fluent in both languages, and that the following is an accurate and complete translation of the document.



Date: May 20, 2026.

BALANÇO PATRIMONIAL

1658 YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA

CNPJ: 52.132.442/0001-95

FOLHA: 000002

ENCERRADO EM: 31/12/2024

1 - ATIVO		
1.1 - ATIVO CIRCULANTE		
1.1.1 - DISPONIBILIDADES		
1.1.1.01 - CAIXA		
1.1.1.01.0001 - CAIXA GERAL		570,46 D
CAIXA		570,46 D
1.1.1.02 - BANCOS CONTA MOVIMENTO		
1.1.1.02.0009 - BANCO SICOOB S.A		5.309,36 D
BANCOS CONTA MOVIMENTO		5.309,36 D
1.1.3 - OUTROS CREDITOS		
1.1.3.02 - ADIANTAMENTOS A FORNECEDORES		
1.1.3.02.0001 - ADIANTAMENTOS A FORNECEDORES		2.220,00 D
ADIANTAMENTOS A FORNECEDORES		2.220,00 D
1.1.3.05 - CREDITOS TRIBUTARIOS		
1.1.3.05.0011 - TRIBUTOS PAGOS A MAIOR A RECUPERAR		818,40 D
CREDITOS TRIBUTARIOS		818,40 D
1.1.3.07 - OUTRAS CONTAS A RECEBER		
1.1.3.07.0002 - YANAI CONSTRUTORA E INCORPORADORA LTDA		116.044,94 D
OUTRAS CONTAS A RECEBER		116.044,94 D
Total do ATIVO		124.963,16 D
2 - PASSIVO E PATRIMONIO LIQUIDO		
2.1 - PASSIVO CIRCULANTE		
2.1.1 - FORNECEDORES		
2.1.1.01 - FORNECEDORES NACIONAIS		
2.1.1.01.0001 - FORNECEDORES NACIONAIS		9.233,52 C
2.1.1.01.0002 - TRADICAO COM. E PROC. DE DADOS LTDA		1.270,80 C
2.1.1.01.0003 - TRADICAO ASSESSORIA CONTABIL S/S LTDA		847,20 C
FORNECEDORES NACIONAIS		11.351,52 C
2.1.3 - OBRIGACOES TRABALHISTAS E PREVIDENCIARIA		
2.1.3.01 - OBRIGACOES TRABALHISTAS E PREVIDENCIARIA		
2.1.3.01.0001 - SALARIOS A PAGAR		1.470,97 C
2.1.3.01.0002 - PRO-LABORE A PAGAR		2.513,36 C
2.1.3.01.0009 - INSS A RECOLHER		1.574,35 C
2.1.3.01.0010 - FGTS A RECOLHER		203,20 C
2.1.3.01.0012 - CONTRIBUICAO CONFED.E ASSIST.A PAGAR		57,15 C
OBRIGACOES TRABALHISTAS E PREVIDENCIARIA		5.819,03 C
2.1.4 - OBRIGACOES TRIBUTARIAS		
2.1.4.01 - IMPOSTOS E CONTRIBUICOES A RECOLHER		
2.1.4.01.0003 - ISS A RECOLHER		1.525,23 C
2.1.4.01.0004 - PIS A RECOLHER		495,70 C
2.1.4.01.0005 - COFINS A RECOLHER		2.287,85 C
2.1.4.01.0006 - IRRF A RECOLHER		70,49 C
2.1.4.01.0008 - PIS, COFINS E CSLL RETIDOS NA FONTE A RE		218,52 C
2.1.4.01.0011 - IRPJ A RECOLHER		2.552,86 C
2.1.4.01.0012 - CSLL A RECOLHER		2.297,58 C

BALANÇO PATRIMONIAL

1658 YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA

CNPJ: 52.132.442/0001-95 FOLHA: 000003

ENCERRADO EM: 31/12/2024

IMPOSTOS E CONTRIBUICOES A RECOLHER	9.448,23 C
2.4 - PATRIMONIO LIQUIDO	
2.4.1 - CAPITAL SOCIAL INTEGRALIZADO	
2.4.1.01 - CAPITAL SUBSCRITO NACIONAL	
2.4.1.01.0001 - JOAO MIGUEL CARPINETTI FERRAO	6.000,00 C
2.4.1.01.0002 - MARCELO KENJI GOMES YANAI	24.000,00 C
CAPITAL SUBSCRITO NACIONAL	30.000,00 C
2.4.4 - LUCROS OU PREJUIZOS ACUMULADOS	
2.4.4.01 - LUCROS ACUMULADOS	
2.4.4.01.0001 - LUCROS ACUMULADOS	68.344,38 C
LUCROS ACUMULADOS	68.344,38 C
Total do PASSIVO E PATRIMÔNIO LÍQUIDO	124.963,16 C

Reconhecemos a exatidão do presente balanço encerrado em 31 DE DEZEMBRO DE 2024 conforme documentação apresentada.

JOAO MIGUEL CARPINETTI FERRAO
FUNÇÃO: SOCIO-ADMINISTRADOR
RG: 34.010.104-0-SSP/SP
CPF: 350.371.828-16

RAMON GRANGUELLI BRANCALHONE
FUNÇÃO: CONTADOR
CPF: 275.322.618-08
CT/CRC: 1SP202283/O-2

MARCELO KENJI GOMES YANAI
FUNÇÃO: SOCIO-ADMINISTRADOR
RG: 25.131.905-2-SSP/SP
CPF: 297.831.088-08

YANAI
GESTÃO DE OBRAS





PRESENTATION

YANAI GESTÃO DE OBRAS

ABOUT THE COMPANY

Our Essence

Vision

To be recognized in the market as a leader in construction management in the countryside of the State of São Paulo, with optimized processes, a strong culture, an engaged team, and operations in multiple cities.

Mission

We help people improve their lives through residential construction projects carried out with quality, efficiency, predictability, and customer satisfaction.

Values

The FOUNDATION that supports our culture, our way of working, and what differentiates us as a company:

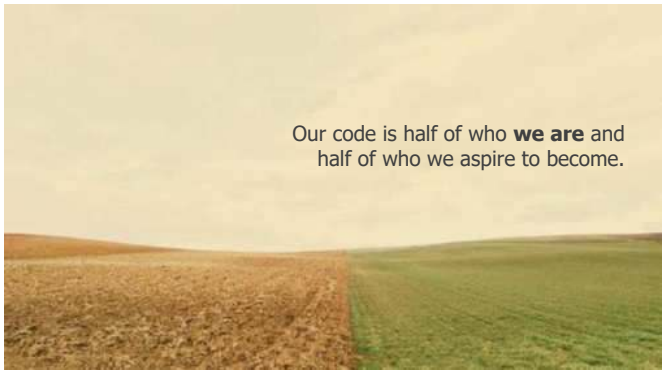
Passion and dedication: commitment, ownership mindset, willingness to grow and learn

High standards: excellence, attention to detail, getting things right the first time

Service and collaboration: helping, teamwork, solution-oriented mindset

Example of ethics and transparency: honesty, clarity, loyalty, alignment

Our Essence



VALUES

- ETHICS, INTEGRITY, AND TRANSPARENCY
- LEADERSHIP
- OWNERSHIP MINDSET
- PURPOSE-DRIVEN AMBITION
- EXCELLENCE IN RESULTS
- CUSTOMER SATISFACTION
- PARTNERSHIP AND SPIRIT OF SERVICE
- OBJECTIVITY AND DETERMINATION
- COMMITMENT
- POSITIVE AND CONSTRUCTIVE ATTITUDE
- MATURITY AND RELIABILITY

BEHAVIORS AND VALUES

HOW WE LIVE

Communicating clearly with all teams to strengthen and deepen mutual trust.

Being willing to learn, relearn, and teach, proactively sharing our knowledge.

Treating partners with respect, without arrogance or superiority.

Being motivated to serve rather than to be served.

Valuing teamwork, understanding that the most effective way to maximize individual strengths is through integrated efforts toward the same goal.

PARTNERSHIP AND SPIRIT OF SERVICE

KEYWORDS

trust	respect
support	improvement
team	coverage

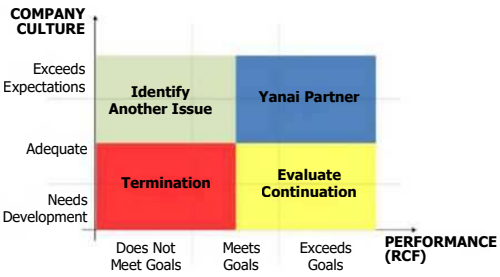
HOW WE DO NOT LIVE

When we insult or criticize our partners/colleagues.

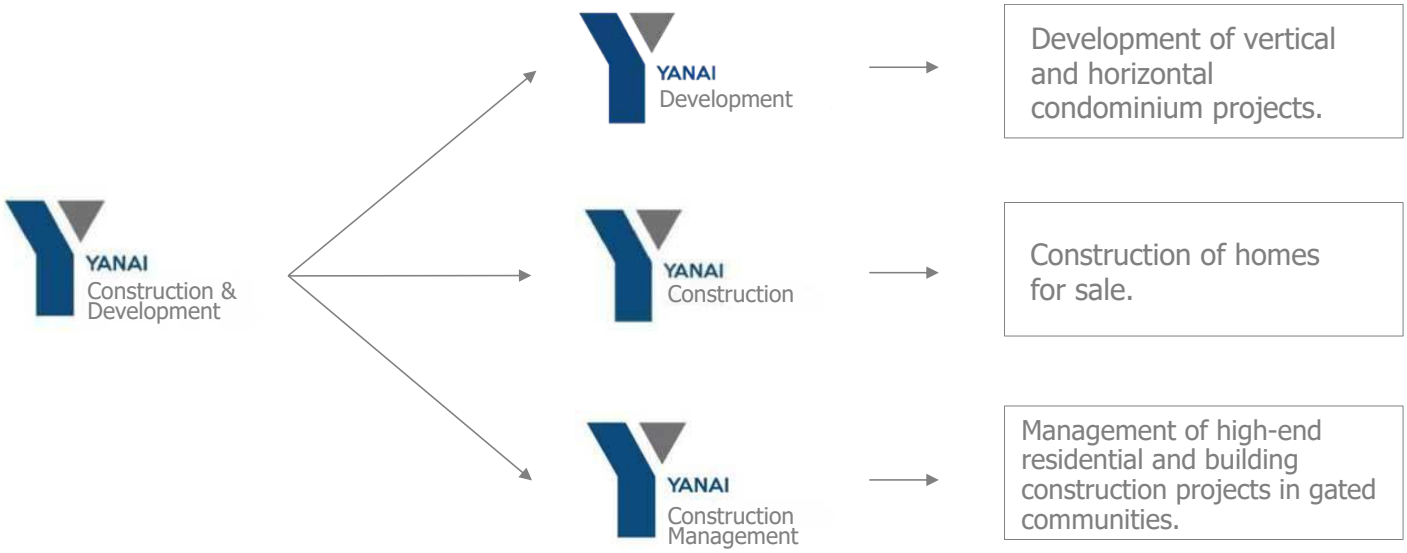
When we fail to communicate improvements that could help a colleague develop and benefit the company.

When we focus only on solving our own problems without considering the team as a whole.

EVALUATION OF PERMANENT DIMENSIONS



Our Businesses



Responsible Parties



Marcelo Kenji Gomes Yanai

Founder and Chief Executive Officer

Civil Engineer graduated from São Paulo State University (UNESP), with an MBA in Real Estate Business and Civil Construction Management from Getulio Vargas Foundation (FGV), and a Technical Degree in Building Construction from the Federal Technical School of São Paulo.

He has worked in the real estate market for 18 years, having worked for major companies such as Odebrecht Realizações Imobiliárias, PDG, Agra Incorporadora, Abyara Incorporadora, and Queiroz Galvão, serving as Development Manager and Construction Coordinator in the areas of planning, feasibility analysis, product development, project management, marketing management, and financing.

Among the projects developed, notable achievements include the launch of a residential development with 120 apartments achieving 100% sales within two days, and the expansion of the Royal Palm Hotel complex, consisting of a Convention Center, Contemporary Hotel, Royal Palm Tower Hotel, Mall, and Office buildings.

Responsible Parties



João Miguel Carpinetti Ferrão

Partner and COO

Civil engineer graduated from Pontifical Catholic University (PUC) of Campinas, with an MBA in Real Estate and Civil Construction Business Management from Getulio Vargas Foundation, and certified as a Green Belt Lean Six Sigma professional.

He has worked in the real estate market for 18 years, having worked for major companies such as PDG Realty, Agra Incorporadora, Viver Incorporadora, and Athie Wohnrath, acting in construction coordination and planning for projects of various sizes throughout different regions of Brazil.

Among these projects, noteworthy examples include the Wonders Residential development in Campinas and the Igesp Hospital project, of the Trasmontano Group, in the coastal region of São Paulo State.

Company-Owned Developments – 2022 Launch

premier RESIDENCE CLUB



Status: Completed

Estimated Completion: Oct/25

100% sold

Technical Specifications

- 4 towers with ground floor + 7 stories
- 120 units
- 4 units per floor
- 2-bedroom apartments measuring 49.02 m²
- Full leisure amenities
- Built area: 7,256.30 m²
- **Gross Sales Value (GSV): R$ 23.7 million**

Development images







Company-Owned Developments – 2023 Launch

HABITAT
NOVA CAQUANCONHA



Status: Under construction

Estimated Completion: Fev/27

100% sold

Technical Specifications

- 2 towers with ground floor + 11 stories
- 96 units
- 4 units per floor
- 2-bedroom apartments measuring 49.02 m²
- Full leisure amenities
- Built area: 5,931.56 m²
- **Gross Sales Value (GSV): R$ 22.1 million**

Development images







Company-Owned Developments – 2023 Launch

TERRAZO Mondrian



Status: Under construction

Estimated Completion: Apr/28

Technical Specifications

- 2 towers with ground floor + 11 stories
- 96 units
- 4 units per floor
- 3-bedroom apartments measuring 72.46 m²
- Full leisure amenities
- Built area: 9,623.46 m²
- **Gross Sales Value (GSV): R$ 46.1 million**

Development images







Company-Owned Developments – 2023 Launch



Status: New Development

Estimated Completion: Apr/29

Technical Specifications

- 2 towers with ground floor + 11 stories
- 96 units
- 4 units per floor
- 2-bedroom apartments measuring 49.02 m²
- Full leisure amenities
- Built area: 5,931.56 m²
- **Gross Sales Value (GSV): R$ 24.5 million**

Development images



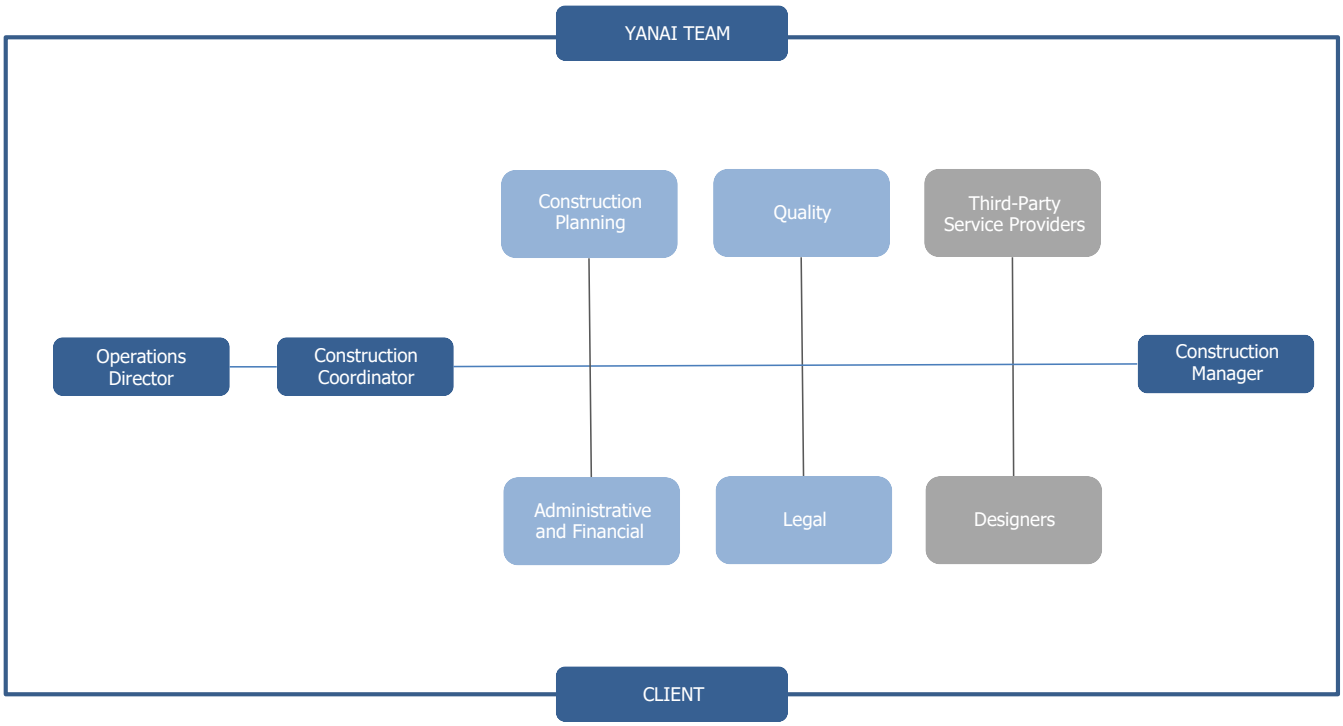
High-End Residences



Yanai Team


STRATEGIC
Executive Director
Operations Director
TACTICAL
Planning Coordinator
Construction Coordinator
Quality Manager
Construction Manager
Construction Manager
Construction Manager
Contractor
Contractor
Contractor
Contractor
OPERATIONAL

Communication System



We Are a GPTW Company

Great Place to Work is a global consulting organization that helps companies achieve better results through a culture of trust, high performance, and innovation.

The certification is one of the most important recognitions related to people management within companies. It has existed since the 1980s and is globally recognized by both clients and professionals in the market.

It identifies the best companies to work for from the employees' perspective. To achieve this, the organization conducts employee surveys evaluating various criteria related to the work environment, organizational climate, and people management.

To obtain the certification, companies must achieve a minimum score of 70%. **Yanai Construtora** consistently achieves average employee approval ratings above **91%**, being a pioneer in the high-end residential condominium construction segment in the Metropolitan Region of Campinas.

Elected the Best Construction Company in Jaguariúna

Yanai was elected the Best Construction Company in Jaguariúna, receiving the **Top of Mind** award from the National Institute of Research and Quality.



INPEQ

Certificate

The INPEQ - National Institute of Research and Quality proudly grants the TOP OF MIND QUALIDADE BRASIL award in National Recognition for Excellence and Quality:

YANAI CONSTRUTORA

CONSTRUCTION COMPANY

JAGUARIÚNA - SP

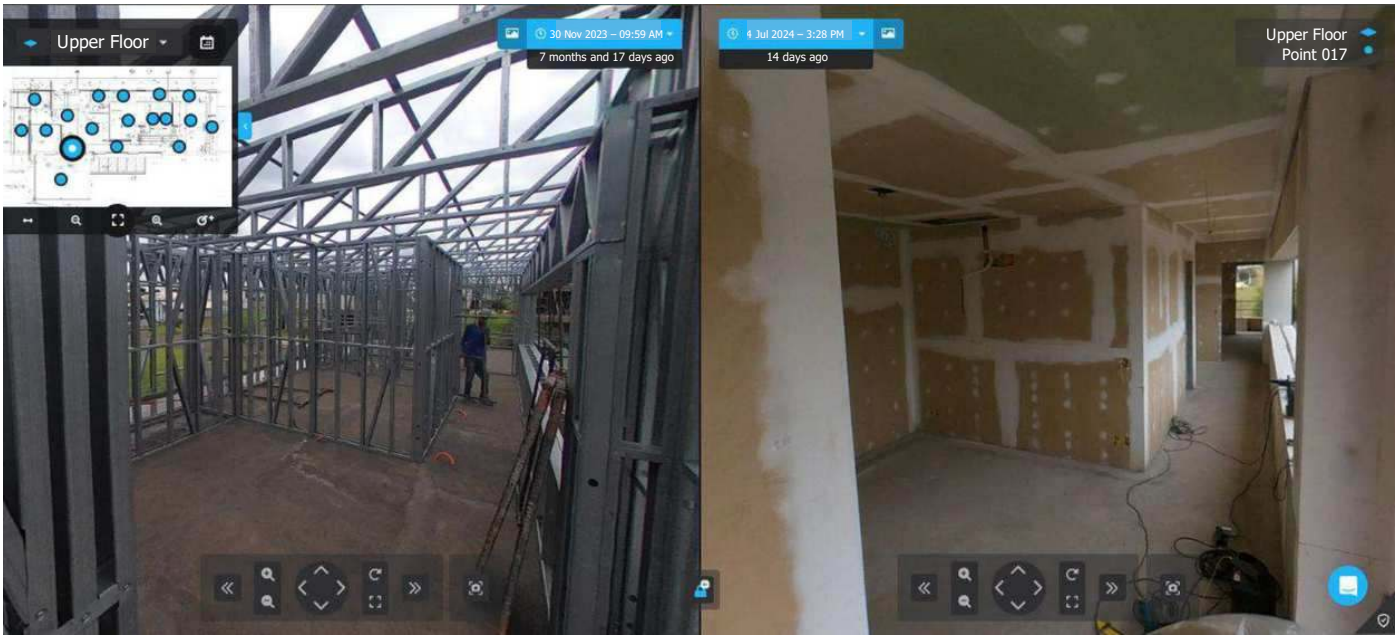
This title certifies merit and demonstrates the company's commitment and respect in operating within the Brazilian market.

AWARD TOP OF MIND QUALIDADE BRASIL 2025 EDITION

President

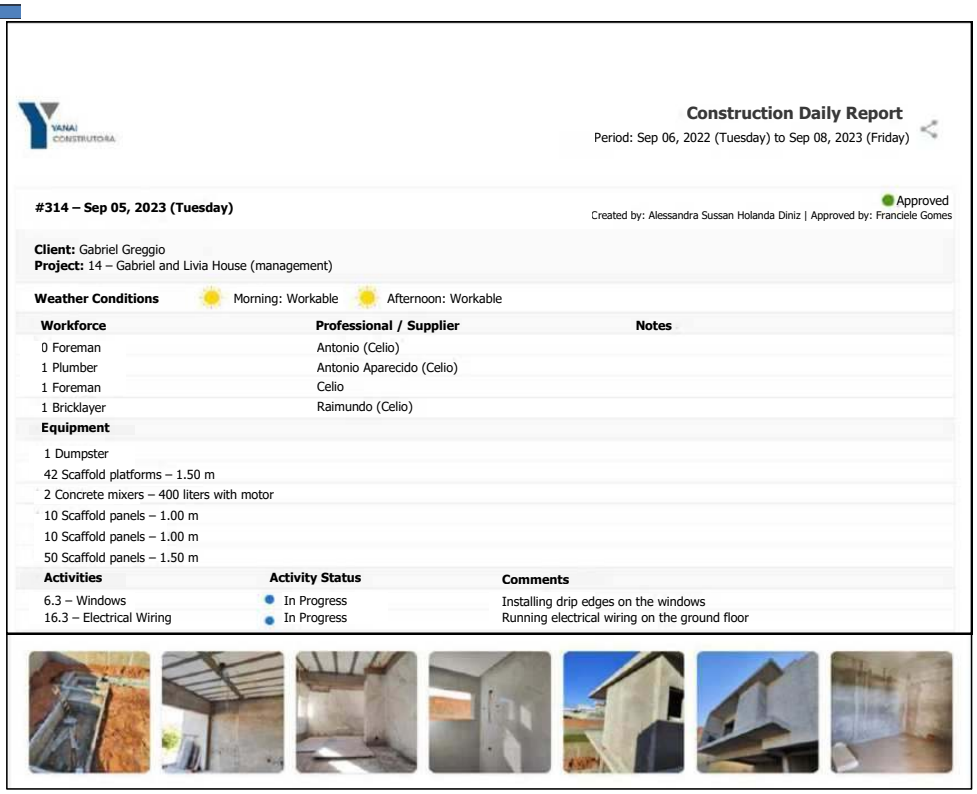
In addition to this award, we were also recognized as the Best High-End Home Construction Company by three other independent research institutes, validating our commitment to delivering exclusive construction projects with high quality standards and maximum client satisfaction.

Management Tools – Construct In



The management tools may be adjusted or replaced by equivalent solutions while maintaining the quality of project management. The use of **Construct In** varies according to the contracted management plan and the complexity of the construction project.

Management Tools – ERP Mais Controle



Construction Daily Report

Period: Sep 06, 2022 (Tuesday) to Sep 08, 2023 (Friday)

#314 – Sep 05, 2023 (Tuesday)

Approved

Created by: Alessandra Sussan Holanda Diniz | Approved by: Franciele Gomes

Client: Gabriel Greggio
Project: 14 – Gabriel and Livia House (management)

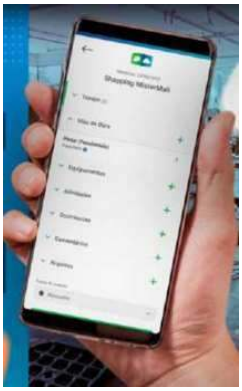
Weather Conditions Morning: Workable Afternoon: Workable

Workforce	Professional / Supplier	Notes
0 Foreman	Antonio (Celio)	
1 Plumber	Antonio Aparecido (Celio)	
1 Foreman	Celio	
1 Bricklayer	Raimundo (Celio)	

Equipment

1 Dumpster
42 Scaffold platforms – 1.50 m
2 Concrete mixers – 400 liters with motor
10 Scaffold panels – 1.00 m
10 Scaffold panels – 1.00 m
50 Scaffold panels – 1.50 m

Activities	Activity Status	Comments
6.3 – Windows	In Progress	Installing drip edges on the windows
16.3 – Electrical Wiring	In Progress	Running electrical wiring on the ground floor



The management tools may undergo layout adjustments or be replaced with equivalent solutions without affecting the quality of construction management.

Management Tools – ERP Mais Controle

QUOTATION MAP											
YANAI CONSTRUTORA	**Number:** 4528	**Created on:** 03/14/2025	**Description:** Cut and bent steel – solid slabs with double-height ceilings								
	Status: Quoted		**Required by:** 03/21/2025		**Created by:** Jaaziel Vilela						
	Number of Items: 3		**Number of Suppliers:** 3		**Cost Center:** 1) 29. Radhia House (management)						
Items		**Unit**	**Qty**	**Useaço**		**Udiaço**		**Estancia Ferragens**			
				Unit	**Total**	**Unit**	**Total**	**Unit**	**Total**		
1	8 mm steel bar – Item 4.1 Reinforced concrete, including formwork	KG	165,92	~~R$ 8,10~~ R$ 7,92	~~R$1.394,21~~ R$ 1.313,92	~~R$ 9,66~~ R$ 8,60	~~R$1.586,29~~ R$ 1.427,58	~~R$ 8,12~~ R$ 7,12	~~R$1.347,25~~ R$ 1.180,60		
2	10 mm rebar – 3/8" – Item 4.1 Reinforced concrete, including formwork	BAR	10	~~R$ 55,99~~ R$ 51,83	~~R$559,99~~ R$ 518,33	~~R$ 60,00~~ R$ 54,00	~~R$600,00~~ R$ 540,00	~~R$ 52,04~~ R$ 46,36	~~R$520,80~~ R$ 463,64		
3	Q92 mesh – 2x3 m – Item 4.1 Reinforced concrete, including formwork	PIECE	2	~~R$ 89,99~~ R$ 83,87	~~R$178,99~~ R$ 167,75	~~R$ 85,99~~ R$ 76,50	~~R$170,99~~ R$ 153,00	~~R$ 88,87~~ R$ 77,87	~~R$177,73~~ R$ 155,75		
(-) Discount%				5,76 %		10,00 %		12,37 %			
Subtotal				~~R$ 2.122,21~~ R$ 2.000,00		~~R$ 2.356,20~~ R$ 2.120,58		~~R$ 2.054,08~~ R$ 1.800,00			
(+) Shipping				R$ 380,00		R$ 0,00		R$ 0,00			
Payment Terms				20% upfront / 80% delivery		Cash		Cash			
Estimated Delivery				4 days		7 days		4 days			
Total				~~R$ 2.122,21~~ **R$ 2.380,00**		~~R$ 2.356,20~~ **R$ 2.120,58**		~~R$ 2.054,08~~ 🏆 **R$ 1.800,00**			
Comments								Payment link sent.			

Suppliers	Contact	Telephone	E-mail	Address
Useaço	Thalles	19984483262		- Piracicaba - São Paulo
Udiaço	Mirian	11940108898	mirian.prado@udiaco.com.br	
Estancia Ferragens	Natalia	19999298314	contato2@estanciaferragens.com.br	- Amparo - São Paulo

The management tools may undergo layout adjustments or be replaced with equivalent solutions without affecting the quality of construction management.

Management Tools – Power BI Dashboard







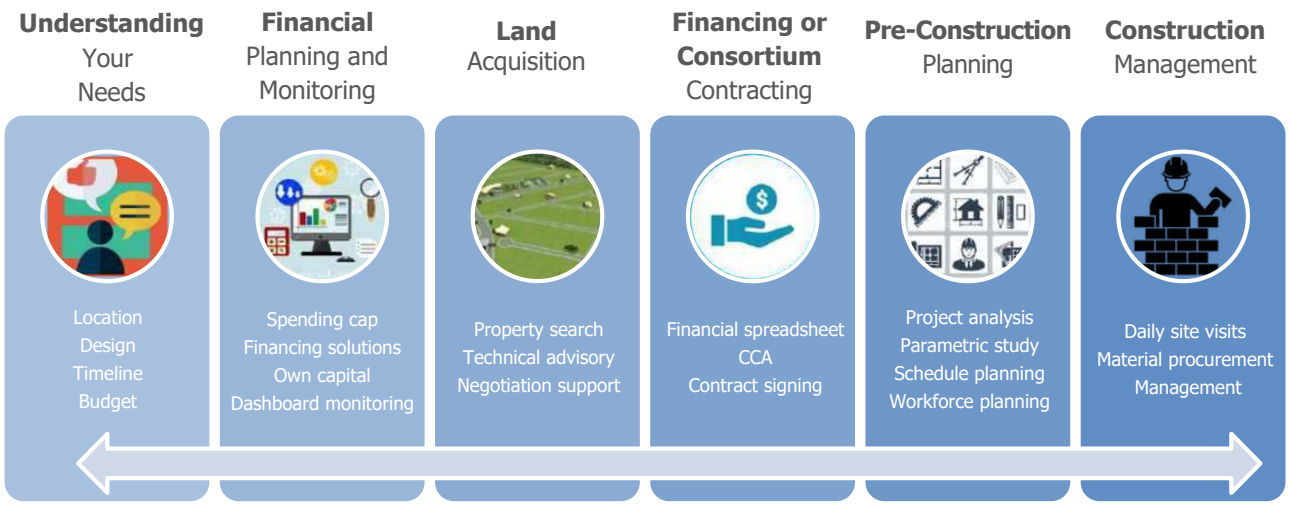


The management tools may undergo layout adjustments or be replaced with equivalent solutions without affecting the quality of construction management.

HOW DOES OUR WORK PROCESS OPERATE?

What do we do to help you?

YANAI
GESTÃO DE OBRAS



Translator's Note: "CCA" stands for "Carta de Crédito Associativo," a Brazilian housing financing modality used for the acquisition of properties under development or construction, generally linked to collective real estate projects or developments. For translation purposes, the term was rendered as "Associative Housing Financing.

Customized according to each client's needs

YANAI
GESTÃO DE OBRAS

PRE-CONSTRUCTION PHASE

- Development of architectural and structural designs
- Critical review of the architectural project
- Critical review of complementary projects
- Compliance with approval requirements
- Preparation of a parametric study
- Preparation of a detailed analytical budget after completion of all executive projects
- Preparation of the schedule and budget control baseline
- Financial spreadsheets for financial institutions
- Competitive bidding framework for labor hiring

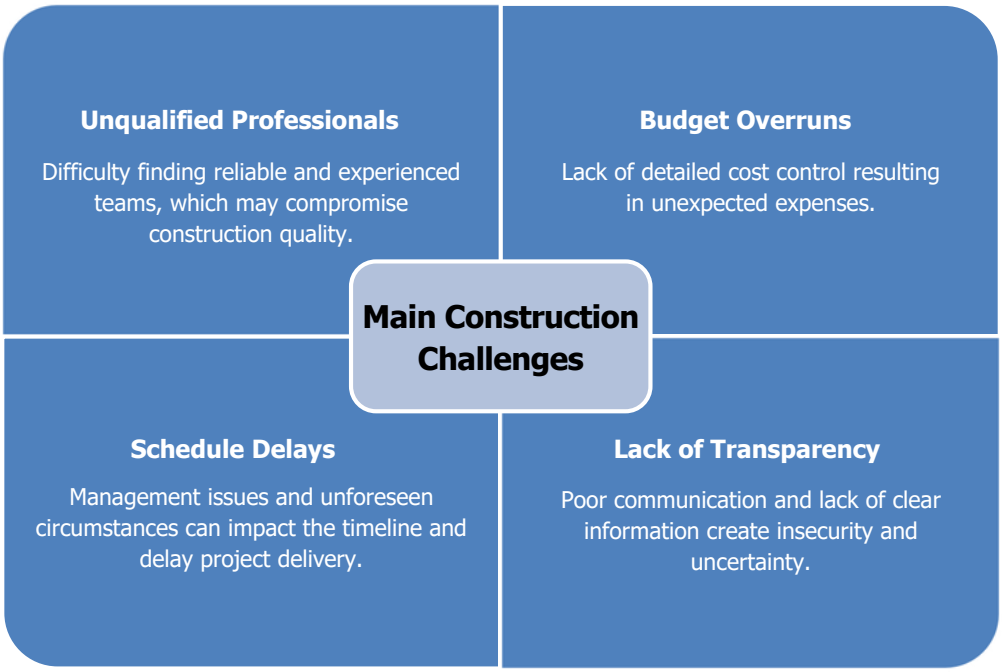
CONSTRUCTION PHASE

- Technical supervision of construction execution
- Coordination with designers and architects
- Supplier relationship management
- Material quotations
- Material delivery coordination
- Measurement and payment release for labor services
- Payment of invoices and payment slips
- Financial control

"80% of the effects come from 20% of the causes." – Vilfredo Pareto

The Challenges of High-End Construction

Many people planning to build a home are often **unaware** of the challenges and **issues** that may arise during construction.



How We Address These Challenges

- **Qualified and Supervised Professionals**

We select and manage the best teams in the market, pursuing quality and efficiency through continuous training.

- **Specific Contracts for Each Service**

We ensure that each type of labor service has an individual contract with clear terms aligned with best market practices.

- **Payments Linked to Technical Approval**

No service is paid before inspection and approval by our engineers, ensuring quality at every stage prior to financial release.

- **Rigorous Financial Planning**

Detailed control of every construction expense to keep costs as close as possible to the planned budget.

- **Schedule Control**

Effective management with daily monitoring and monthly schedule updates integrating both the construction and planning teams.

- **Full Transparency**

Periodic reports, meetings, and digital monitoring so clients remain fully informed about everything happening on-site.

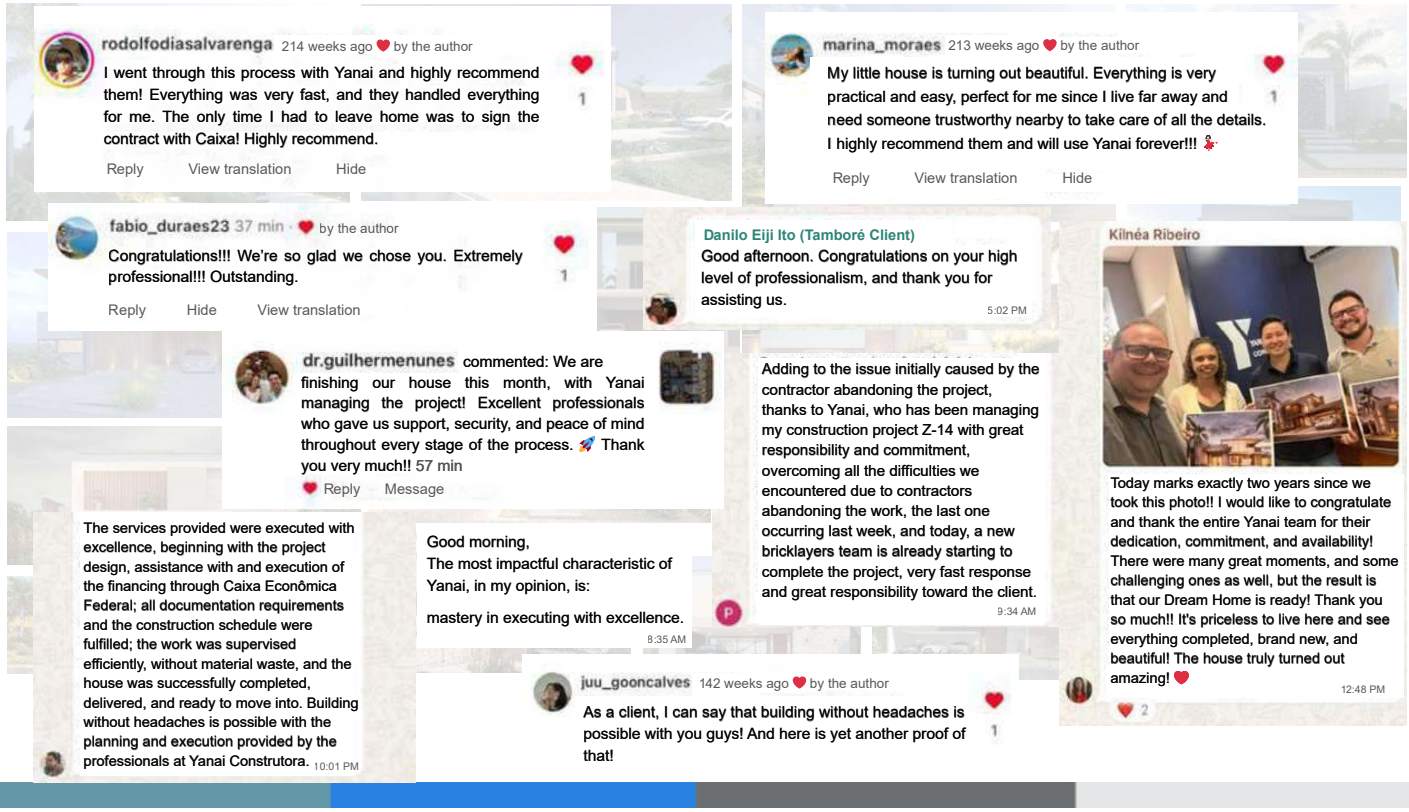
- **Service Warranty Security**

With well-structured contracts prepared by our legal team and ongoing inspections, clients gain greater peace of mind and legal protection during the post-construction period for every service provider involved.

- **Service Supervision**

Inspections and quality control procedures ensure that every detail complies with best practices, project specifications, and applicable standards.

Client Feedback



SOME ONGOING AND COMPLETED PROJECTS

Haras Patente - 476.28m²



Mont Blanc Residence - 516.08m²









CAMPINAS/SP
Completed

Alphaville 3 - 322.64m²

YANAI
GESTÃO DE OBRAS



Tamboré Jundiaí - 855.66m²



Haras Patente – 372.18m²



Tamboré - 919.79m²

YANAI
GESTÃO DE OBRAS



Tamboré Condominium – 439m²









Lago da Barra Condominium – 441m²



Tamboré Condominium – 343m²

YANAI
GESTÃO DE OBRAS



Tamboré Condominium – 361m²



Ecovilla Condominium – 377 m²



Lago da Barra Condominium – 428 m²



Tamboré Condominium – 303 m²









Marambaia Condominium – 398 m²



Tamboré Condominium – 280 m²



Bom Jardim Country House – 297 m²











JAGUARIÚNA/SP
Completed

Jatibela Condominium – 380m²

YANAI
GESTÃO DE OBRAS









YANAI
GESTÃO DE OBRAS

@yanaiconstrutora

Mais Controle Cast | Yanai Construtora | From the Corporate World to Owning a Construction Company

I, Marina Viana Silva, telephone number 415 425-2508, mailing address P.O. Box 90487, San Diego, CA 92169, certify that I have performed the professional translation of this document from Portuguese to English, as a qualified translator fluent in both languages, and that the following is an accurate and complete translation of the document.

Marina Viana

Date: May 21, 2026

YANAI
GESTÃO DE OBRAS





APRESENTAÇÃO

YANAI GESTÃO DE OBRAS

SOBRE A EMPRESA

Nossa Essência

Visão

Ser reconhecida no mercado como líder em gestão de obras no interior de São Paulo, com processos otimizados, uma cultura forte, equipe engajada e atuação em múltiplas cidades.

Missão

Ajudamos pessoas a melhorarem suas vidas por meio de obras residenciais, realizadas com qualidade, eficiência, previsibilidade e satisfação dos clientes.

Valores

A BASE que sustenta a nossa cultura, nossa forma de trabalhar e o que nos diferencia como empresa:

Brilho nos olhos: comprometimento, senso de dono, vontade de crescer e aprender

Altos padrões: excelência, atenção nos detalhes, bem feito uma única vez

Servir e colaborar: ajuda, trabalho em equipe, busca por solução

Exemplo de ética e transparência: honestidade, clareza, lealdade, alinhamento

Mais Controle Cast | Yanai Construtora | Do mundo corporativo à própria construtora

Nossa Essência

YANAI
GESTÃO DE OBRAS



VALORES

- ÉTICA, INTEGRIDADE E TRANSPARÊNCIA
- LIDERANÇA
- SENSO DE DONO
- AMBIÇÃO DE PROPÓSITOS
- EXCELÊNCIA DE RESULTADOS
- SATISFAÇÃO DO CLIENTE
- PARCERIA E ESPÍRITO DE SERVIR
- OBJETIVIDADE E DETERMINAÇÃO
- COMPROMETIMENTO
- ESPÍRITO POSITIVO E CONSTRUTIVO
- MATURIDADE E CONFIABILIDADE

COMPORTAMENTOS E VALORES

COMO VIVEMOS

Comunicando-se claramente com todas as equipes de forma a ajudar e aprofundar a confiança mútua.

Estando dispostos a aprender, reaprender e ensinar, compartilhando nossos conhecimentos proativamente.

Tratando seus parceiros com respeito, sem arrogância ou prepotência.

Quando temos motivação para servir em vez de querer ser servido.

Valorizando o trabalho em equipe, entendendo que a forma mais eficaz de potencializar as forças individuais é através das forças integradas para o mesmo objetivo.

PARCERIA E ESPÍRITO DE SERVIR

PALAVRAS-CHAVE

confiança	respeito
ajuda	melhoria
equipe	cobertura

COMO NÃO VIVEMOS

Quando xingamos ou criticamos nossos parceiros/colegas.

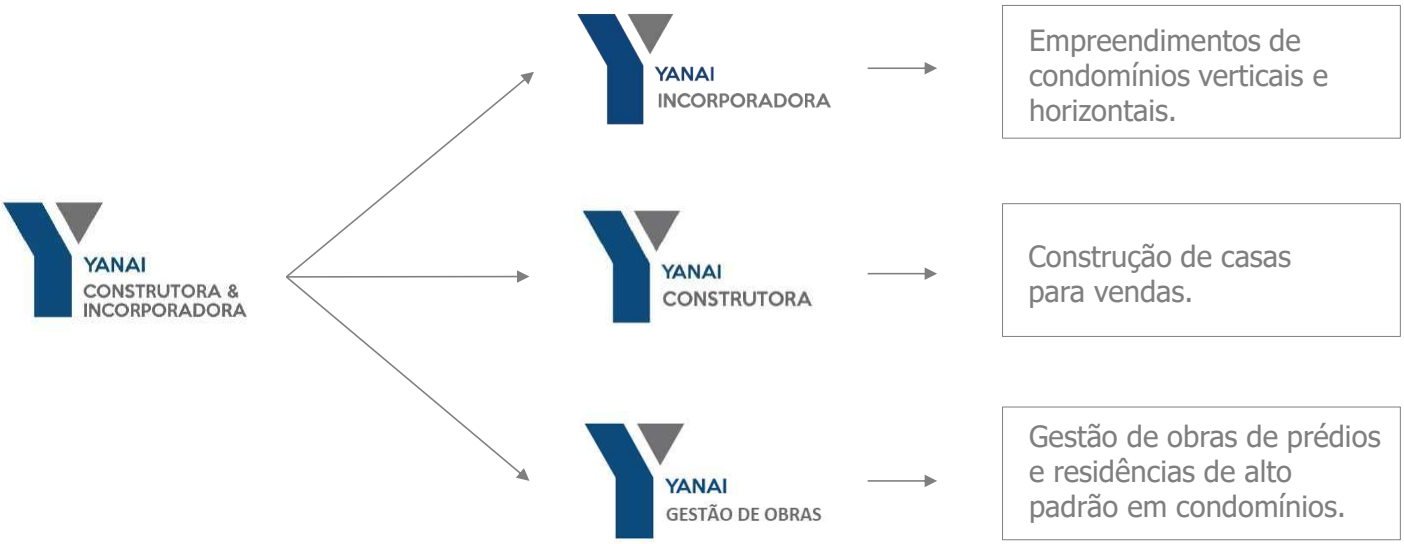
Quando deixamos de comunicar alguma melhoria que o colega poderia melhorar para o desenvolvimento dele e para o bem da empresa.

Quando pensamos apenas em resolver nosso problema, sem pensar no time como um todo.

DIMENSÕES PERMANENTES PARA AVALIAÇÃO



Nossos Negócios



Responsáveis



Marcelo Kenji Gomes Yanai

Fundador e diretor executivo

Engenheiro civil formado pela Universidade Estadual Paulista (UNESP), com MBA em Gestão de Negócios Imobiliários e da Construção Civil pela FGV e Técnico em Edificações pela Escola Técnica Federal de São Paulo.

Atua no mercado imobiliário há 18 anos, onde trabalhou em grandes empresas como Odebrecht Realizações Imobiliárias, PDG, Agra Incorporadora, Abyara Incorporadora e Queiroz Galvão, atuando como gerente de incorporação e coordenador de obras, nas áreas de planejamento, viabilidade, produto, projetos, gestão de marketing, e financiamento.

Entre os empreendimentos, destacam-se o lançamento residencial com 120 apartamentos com 100% de vendas em 2 dias e a expansão do Hotel Royal Palm, composto por Centro de Convenções, Hotel Contemporâneo, Hotel Royal Palm Tower, Mall, Offices.

Responsáveis



João Miguel Carpinetti Ferrão

Sócio e diretor de operações

Engenheiro civil formado pela PUC Campinas, com MBA em Gestão de Negócios Imobiliários e da Construção Civil pela FGV e possui certificação Green Belt Lean Seis Sigma.

Atua no mercado imobiliário há 18 anos, onde trabalhou em grandes empresas como PDG, Agra Incorporadora, Viver Incorporadora e Athie Wohnrath, atuando com coordenação de obras, planejamento, em obras de diversos portes e diversas regiões do Brasil.

Entre elas, destacam-se o Residencial Wonders, em Campinas e o Hospital Igesp, do Grupo Trasmontano, na baixada santista.

Empreendimentos próprios - lançamento 2022

premier RESIDENCE CLUB



Status: entregue

Entrega: out/25

100% vendido

Ficha técnica

- 4 torres com térreo + 7 pavimentos
- 120 unidades
- 4 unidades por andar
- 2 dormitórios de 49,02m²
- Lazer completo
- Área construída: 7.256,30m²
- **VGV de R$ 23,7 mi**

Imagens do empreendimento







Empreendimentos próprios - lançamento 2023

HABITAT
NOVA CARIJÓS/MINA



Status: em obras

Entrega: fev/27

100% vendido

Ficha técnica

- 2 torres com térreo + 11 pavimentos
- 96 unidades
- 4 unidades por andar
- 2 dormitórios de 49,02m²
- Lazer completo
- Área construída: 5.931,56m²
- **VGV de R$ 22,1 mi**

Imagens do empreendimento







Empreendimentos próprios - lançamento 2025

YANAI
GESTÃO DE OBRAS

TERRAZO Mondrian



Status: em obras
Entrega: abr/28

Ficha técnica

- 2 torres com térreo + 11 pavimentos
- 96 unidades
- 4 unidades por andar
- 3 dormitórios de 72,46m²
- Lazer completo
- Área construída: 9.623,46m²
- **VGV de R$ 46,1 mi**

Imagens do empreendimento





Empreendimentos próprios - lançamento 2025



Status: Lançamento

Entrega: abr/29

Ficha técnica

- 2 torres com térreo + 11 pavimentos
- 96 unidades
- 4 unidades por andar
- 2 dormitórios de 49,02m²
- Lazer completo
- Área construída: 5.931,56m²
- **VGV de R$ 24,5 mi**

Imagens do empreendimento









Residências de alto padrão

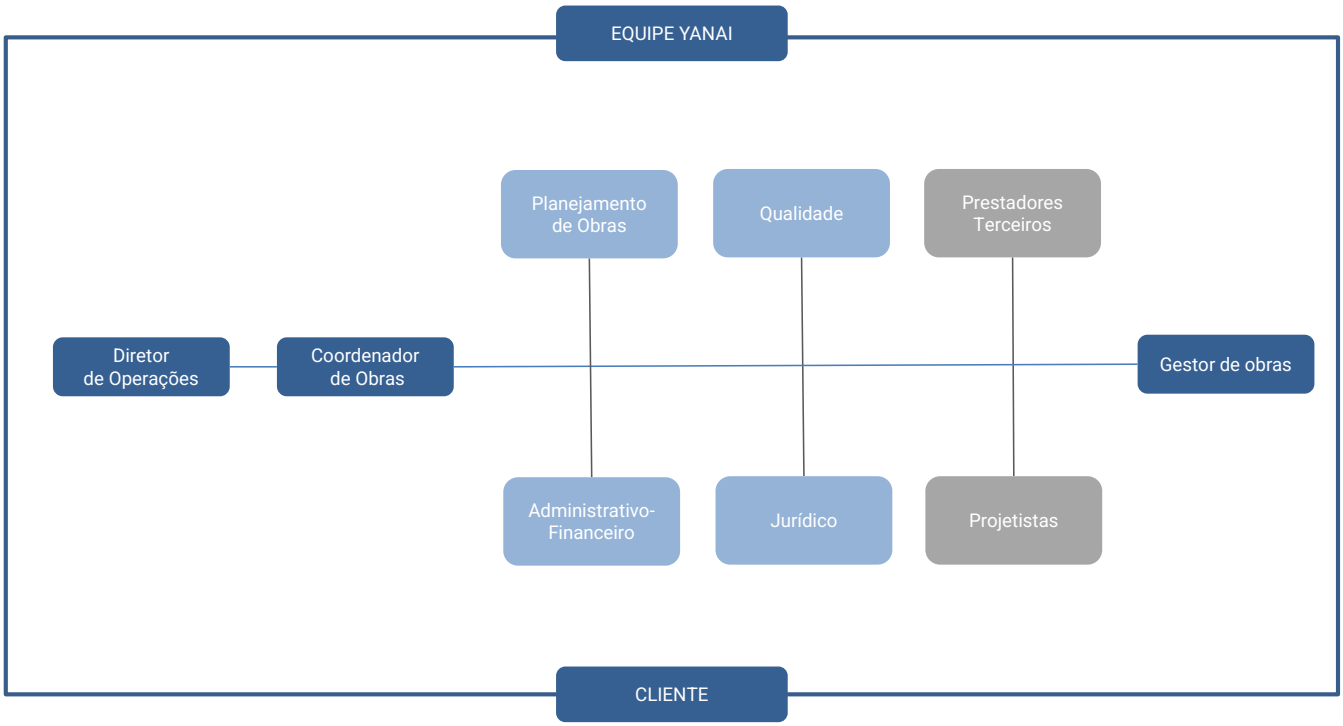
YANAI
GESTÃO DE OBRAS



Time Yanai


ESTRATÉGICO
Diretor Executivo
Diretor de Operações
TÁTICO
Coordenador de Planejamento
Coordenador de Obras
Gestor de Qualidade
Gestor de Obras
Gestor de Obras
Gestor de Obras
Empreiteiro
Empreiteiro
Empreiteiro
Empreiteiro
OPERACIONAL

Sistema de comunicação



Equipe de Linha | Equipe de Apoio | Terceiros

Somos uma empresa GPTW



O Great Place to Work® é uma consultoria global que apoia organizações a obter melhores resultados por meio de uma cultura de confiança, alto desempenho e inovação.

O selo é um dos certificados mais importantes no que se refere à gestão de pessoas nas empresas. Ele existe desde a década de 80 e é mundialmente reconhecido, tanto por clientes quanto pelos talentos disponíveis no mercado.

Ele indica quais são as melhores empresas, na perspectiva dos colaboradores, para trabalhar. Para isso, a organização realiza uma pesquisa com os colaboradores, na qual avalia uma série de critérios relacionados ao ambiente de trabalho, clima organizacional e gestão de pessoas.

Para obter o selo, é necessário ter 70% uma pontuação. A **Yanai Construtora** tem o resultado médio sempre acima de **91%** de aprovação de seus colaboradores, sendo pioneira no segmento de construção de casas residenciais em condomínio de alto padrão da Região Metropolitana de Campinas.

Eleita a melhor construtora de Jaguariúna

A Yanai foi eleita a Melhor Construtora de Jaguariúna, sendo **Top of Mind** pelo Instituto Nacional de Pesquisa e Qualidade.



INPEQ

CERTIFICADO

INPEQ - INSTITUTO NACIONAL DE PESQUISA E QUALIDADE
tem a honra de conferir o Prêmio TOP OF MIND QUALIDADE BRASIL
em Destaque Nacional pela Excelência e Qualidade:

YANAI CONSTRUTORA
CONSTRUTORA
JAGUARIÚNA - SP

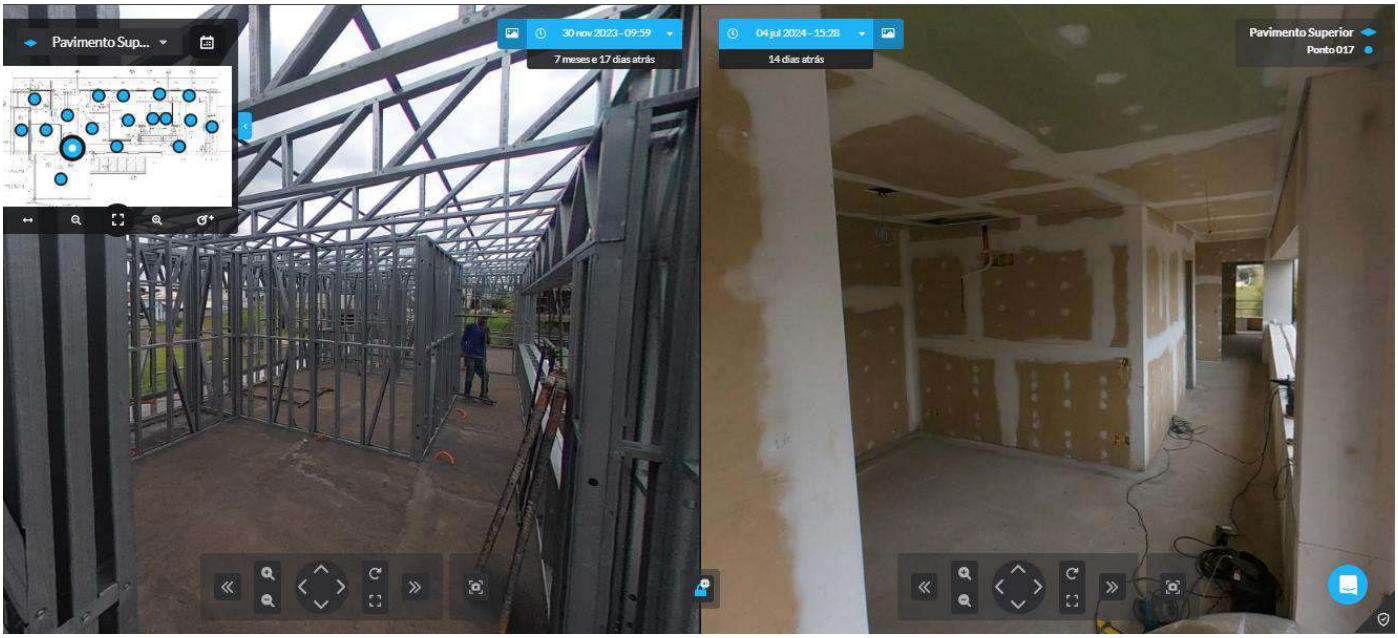
O título comprova o mérito, evidenciando o compromisso e o respeito em atuar no mercado brasileiro.

PRÊMIO TOP OF MIND QUALIDADE BRASIL EDIÇÃO 2025

PRESIDENTE

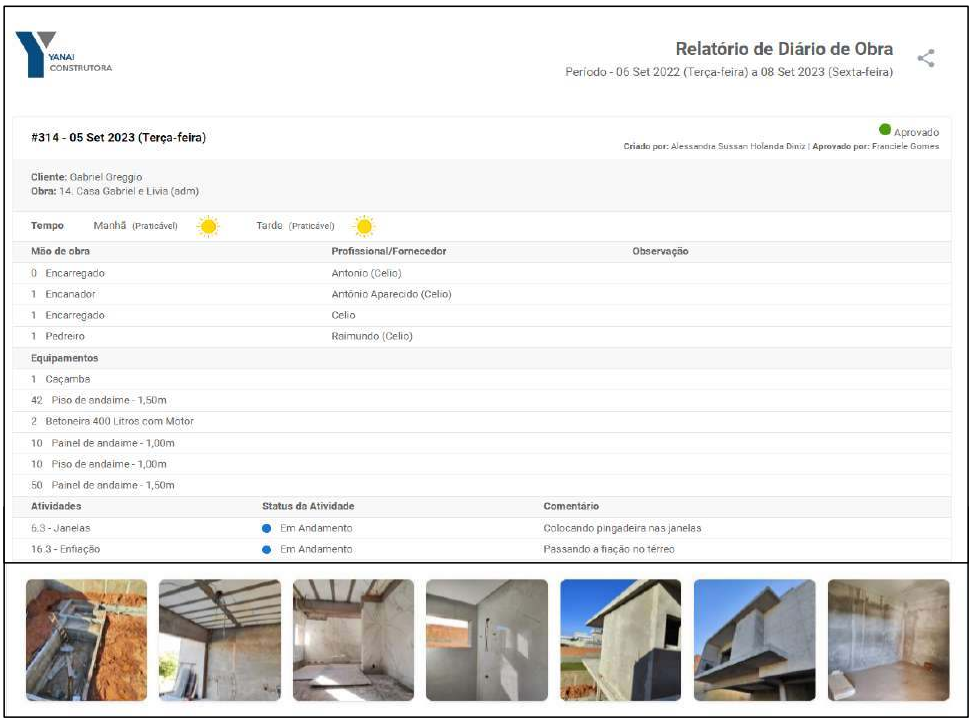
Além deste prêmio, também fomos eleita a Melhor Construtora de Casas de Alto Padrão por mais três institutos de pesquisa independentes, validando nosso compromisso em entregar construções exclusivas, com alto padrão de qualidade e máxima satisfação aos nossos clientes.

Ferramentas de gestão - Construct In



As ferramentas de gestão poderão ser ajustadas ou substituídas por soluções equivalentes, mantendo a qualidade da gestão da obra. A utilização do **Construct In** varia conforme o plano de gestão contratado e a complexidade da obra.

Ferramentas de gestão - ERP Mais Controle



Relatório de Diário de Obra

Período - 06 Set 2022 (Terça-feira) a 08 Set 2023 (Sexta-feira)

#314 - 05 Set 2023 (Terça-feira)

Aprovado

Criado por: Alessandra Sussan Holanda Diniz | Aprovado por: Franciele Gomes

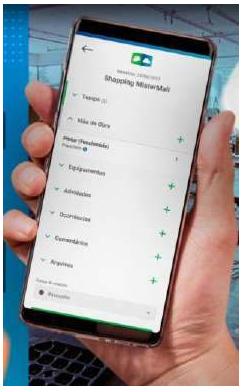
Cliente: Gabriel Greggio
Obra: 14. Casa Gabriel e Livia (adm)

Tempo Manhã (Praticável) Tarde (Praticável)

Mão de obra	Profissional/Fornecedor	Observação
0 Encarregado	Antonio (Celio)	
1 Encanador	Antônio Aparecido (Celio)	
1 Encarregado	Celio	
1 Pedreiro	Raimundo (Celio)	

Equipamentos
1 Caçamba
42 Piso de andaime - 1,50m
2 Betoneira 400 Litros com Motor
10 Painel de andaime - 1,00m
10 Piso de andaime - 1,00m
50 Painel de andaime - 1,50m

Atividades	Status da Atividade	Comentário
6.3 - Janelas	Em Andamento	Colocando pingadeira nas janelas
16.3 - Enfiação	Em Andamento	Passando a fiação no térreo



As ferramentas de gestão poderão sofrer ajustes de layout ou ser substituídas por soluções equivalentes, sem qualquer prejuízo à qualidade da gestão da obra.

Ferramentas de gestão - ERP Mais Controle

MAPA DE COTAÇÃO

YANAI CONSTRUTORA	**Número:** 4528 — **Criação:** 14/03/2025	**Descrição:** Aço cortado e dobrado - Lajes maciças pé direito duplo	
	Status: Cotado	**Necessidade:** 21/03/2025	**Criado por:** Jaaziel Vilela
	Qtde. de Itens: 3	**Qtde. de Fornecedores:** 3	**Centro de Custo:** 1) 29. Casa Radhia (adm)

	Item	Unid.	Qtde.	Useaço		Udiaço		Estancia Ferragens	
				Unit.	Total	Unit.	Total	Unit.	Total
1	...Barra de aço - 8mm - Item 4.1 - Concreto armado, inclusive forma	KG	165,92	~~R$ 8,19~~ R$ 7,92	~~R$1.394,24~~ R$ 1.313,92	~~R$ 9,56~~ R$ 8,60	~~R$1.586,20~~ R$ 1.427,58	~~R$ 8,12~~ R$ 7,12	~~R$1.347,25~~ R$ 1.180,60
2	...Ferro 10mm - 3/8 - Item 4.1 - Concreto armado, inclusive forma	BARRA	10	~~R$ 55,00~~ R$ 51,83	~~R$550,00~~ R$ 518,33	~~R$ 60,00~~ R$ 54,00	~~R$600,00~~ R$ 540,00	~~R$ 52,04~~ R$ 46,36	~~R$520,00~~ R$ 463,64
3	...Malha Q92 - 2x3m - Item 4.1 - Concreto armado, inclusive forma	PC	2	~~R$ 89,00~~ R$ 83,87	~~R$178,00~~ R$ 167,75	~~R$ 85,00~~ R$ 76,50	~~R$170,00~~ R$ 153,00	~~R$ 88,87~~ R$ 77,87	~~R$177,73~~ R$ 155,75
	(-) Desconto %			5,76 %		10,00 %		12,37 %	
	Subtotal			~~R$ 2.122,21~~ R$ 2.000,00		~~R$ 2.356,20~~ R$ 2.120,58		~~R$ 2.054,08~~ R$ 1.800,00	
	(+) Frete			R$ 380,00		R$ 0,00		R$ 0,00	
	Condição de Pagamento			20% antecipado - 80% entrega		À vista		À vista	
	Previsão de Entrega			4 dias		7 dias		4 dias	
	Total			~~R$ 2.122,21~~ **R$ 2.380,00**		~~R$ 2.356,20~~ **R$ 2.120,58**		~~R$ 2.054,08~~ 🏆 **R$ 1.800,00**	
	Comentários							Enviam link para pagamento.	

Fornecedores	Contato	Telefone	E-mail	Endereço
Useaço	Thalles	19984483262		- Piracicaba - São Paulo
Udiaço	Mirian	11940108898	mirian.prado@udiaco.com.br	
Estancia Ferragens	Natalia	19999298314	contato2@estanciaferragens.com.br	- Amparo - São Paulo

As ferramentas de gestão poderão sofrer ajustes de layout ou ser substituídas por soluções equivalentes, sem qualquer prejuízo à qualidade da gestão da obra.

Ferramentas de gestão – dashboard Power BI









As ferramentas de gestão poderão sofrer ajustes de layout ou ser substituídas por soluções equivalentes, sem qualquer prejuízo à qualidade da gestão da obra.

COMO FUNCIONA NOSSO TRABALHO?

O que fazemos para te ajudar?

YANAI
GESTÃO DE OBRAS

Entendimento das necessidades	Planejamento e acompanhamento **financeiro**	Aquisição do **terreno**	Contratação do **financiamento ou consórcio**	Planejamento **Pré-obra**	Gestão da **obra**
					
Localização Projeto Prazo Preço	Teto de gasto Uso de financiamento Recurso próprio Dashboard	Busca Assessoria técnica Negociação	Planilha financeira CCA Assinatura	Análise de projetos Estudo paramétrico Cronograma Mão de obra	Visitas diárias Compras de materiais Gestão

Customizado conforme cada cliente

YANAI
GESTÃO DE OBRAS

FASE PRÉ-OBRA

- Execução do projeto arquitetônico e estrutural
- Análise crítica do Projeto Arquitetônico
- Análise crítica dos projetos complementares
- Atendimento de exigências para Aprovação
- Confecção de estudo paramétrico
- Confecção de orçamento analítico após todos os projetos executivos
- Confecção de cronograma e base de controle orçamentário
- Planilha financeira p/ instituições financeiras
- Quadro de concorrência de Mão de Obra

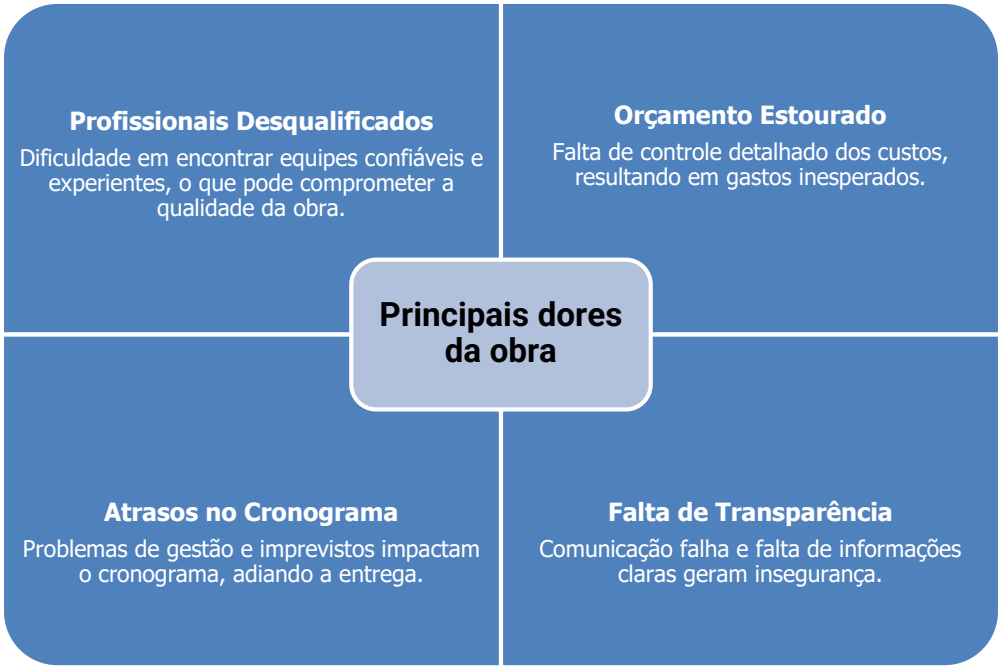
FASE OBRA

- Acompanhamento técnico da execução
- Interface com projetistas
- Gestão de contato com fornecedores
- Cotação de materiais
- Pedido de entrega de materiais
- Medição e liberação de pgto. de mão de obra
- Pagamentos de notas fiscais e boletos
- Controle financeiro

“80% dos efeitos vêm de 20% das causas.” – Vilfredo Pareto

Os desafios da construção de alto padrão

Muitas vezes, quem está pensando em construir **não tem ideia** dos desafios e **problemas** que podem acontecer na obra.



Como atuamos para resolver estes problemas

- **Profissionais qualificados e supervisionados**
Selecionamos e gerenciamos as melhores equipes do mercado, buscando a melhor qualidade e eficiência através de treinamentos constantes.

- **Contratos específicos para cada serviço**
Garantimos que cada tipo de mão de obra terá um contrato individual, com condições claras e alinhadas às melhores práticas do mercado.

- **Pagamentos vinculados à aprovação técnica**
Nenhum serviço é pago sem a inspeção e aprovação dos nossos engenheiros, assegurando a qualidade de cada etapa antes da liberação financeira.

- **Planejamento financeiro rigoroso**
Controle detalhado de cada centavo da obra para manter os custos o mais próximo do planejado.

- **Controle do cronograma**
Gestão eficaz com acompanhamento diário e atualizações mensais do cronograma com interface entre o time de obras e de planejamento.

- **Transparência total**
Relatórios periódicos, reuniões e acompanhamento digital, para que você saiba tudo o que acontece na obra.

- **Segurança na garantia dos serviços**
Com contratos bem definidos (elaborados pelo nosso time jurídico) e inspeções constantes, você terá mais tranquilidade e respaldo jurídico no pós-obra de cada prestador da obra.

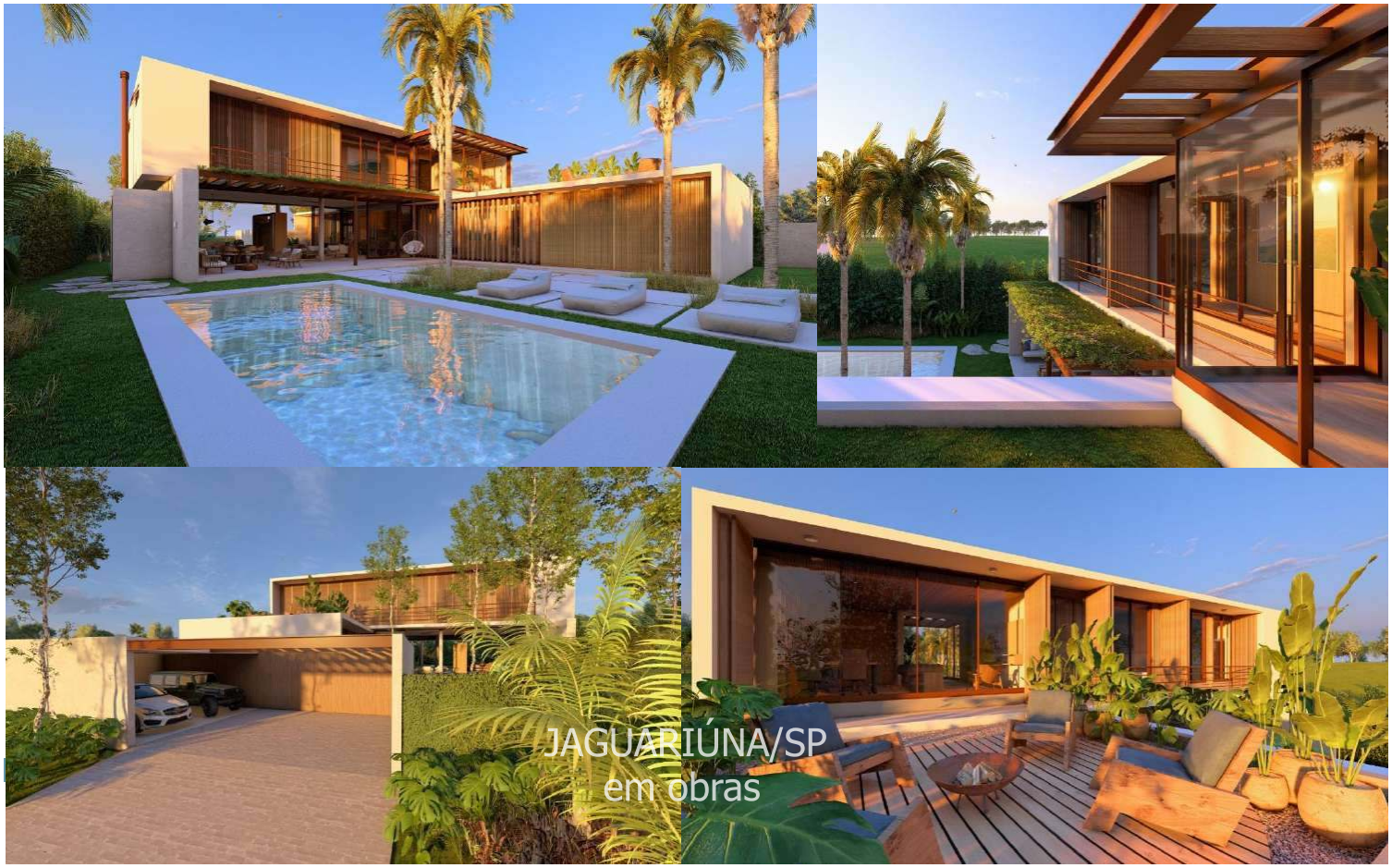
- **Fiscalização dos serviços**
Inspeções e controle de qualidade, assegurando que cada detalhe esteja conforme as boas práticas, projetos e normas.

Feedbacks de clientes



ALGUNS PROJETOS EM ANDAMENTO E ENTREGUES

Haras Patente - 476,28m²



Mont Blanc Residence - 516,08m²

YANAI
GESTÃO DE OBRAS









CAMPINAS/SP
entregue

Alphaville 3 - 322,64m²

YANAI
GESTÃO DE OBRAS



Tamboré Jundiaí - 855,66m²

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Haras Patente – 372,18m²



Tamboré - 919,79m²

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Condomínio Tamboré – 439m²

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Condomínio Lago da Barra – 441m²



Condomínio Tamboré – 343m²

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Condomínio Tamboré – 361m²

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Condomínio Ecovilla – 377 m²

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Condomínio Lago da Barra – 428 m²

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Condomínio Tamboré – 303 m²

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Condomínio Marambaia – 398 m²

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Condomínio Tamboré – 280 m²

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Casa de Campo Bom Jardim – 297 m²

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Condomínio Jatibela – 380m²

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YANAI
GESTÃO DE OBRAS

@yanaiconstrutora

Mais Controle Cast | Yanai Construtora | Do mundo corporativo à própria construtora

(/)

(19) 99658-0036

contato@incorporadorayanai.com.br

(https://www.facebook.com/construtorayanai) (https://instagram.com/yanaiconstrutora) (https://web.whatsapp.com/send?phone=55(19)996580036)

THE COMPANY

Yanai Construtora e Incorporadora is a young company with over 15 years of experience in the real estate market.

For the past five years, he has been building high-end residences in gated communities and participating in successful real estate ventures. His work encompasses all stages of development and construction, from land acquisition to financing and handing over the keys to clients.

OUR ESSENCE

MISSION

To help people achieve their dream of building their own home, serving them with time and cost savings in construction, quality execution, and differentiated service, through the constant development of the entire team and the achievement of goals, which should ensure customer satisfaction, wealth generation, and professional growth for employees and the company.

VISION

To be the best high-end home construction company in Jaguariúna, perceived and admired by clients for its solidity, reliability, and qualified and engaged team, ranking among the best companies to work for in the municipality.

VALUES

Integrity : We conduct our business transparently and with integrity. We deliver on our promises.

Attitude : We think and act like owners of the business at all levels, from interns to the board of directors.

Commitment : We are committed, persistent, and proactive.

Respect : We act with courtesy and respect. We respect opinions and cultures different from our own.

Leadership : We lead by example. We trust in the potential of human beings and in their willingness and ability to develop.

Result : We are driven by the pursuit of results.

(19) 99658-0036
contato@incorporadorayanai.com.br

Dr. Clemente Holtman Júnior Street, 347 - Room 37 - 3rd floor - Frazatto Neighborhood - Jaguariúna/SP,
Postal Code 13911-082

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NON-RESIDENTIAL LEASE AGREEMENT **CTO 850/01**

I- PARTIES:

1- LESSOR: GGI ADMINISTRAÇÃO DE BENS, duly registered with CNPJ under No. 09.331.137/0001-01, with its registered office located in the city of Jaguariúna - São Paulo, herein legally represented by **GUILHERME MICHELETTO LIMA**, Brazilian, advertising professional, holder of Identity Card (RG) No. 29.811.996-1 and duly registered with CPF/MF under No. 337.093.138-99, residing and domiciled in the city of Jaguariúna/São Paulo.

2- LESSEE: YANAI CONSTRUTORA E INCORPORADORA LTDA, duly registered with CNPJ under No. 27.234.126/0001-87, with its registered office located at Rua Dr. Clemente Holtman Junior, 347, Suite 15 - Centro, Jaguariúna/São Paulo, ZIP Code 13911-082, herein represented by its managing partner **MARCELO KENJI GOMES YANAI**, Brazilian, married, civil engineer, holder of Identity Card (RG) No. 25.131.905-2 and registered with the CPF/MF under No. 297.831.088-08, residing at Rua Heitor Turato, No. 204, Reserva do Jaguary, in the city of Jaguariúna/ São Paulo, ZIP Code 13919-262.

3- GUARANTOR: 3- RENTAL GUARANTEE INSURANCE - PORTO SEGURO SEGUROS, registered with the CNPJ under No. 21403348/0001-08, pursuant to Proposal No. 65-9964644.

II- LEASED PREMISES:

COMMERCIAL UNITS - LIBERAL CENTER
Rua Dr. Clemente Holtman Junior, No. 347, Units 35, 36 and 37, Centro, Jaguariúna/ São Paulo, ZIP Code 13911-082

III- RENT/TERM:

- **Rent Amount ..... :** R$1,700.00 (one thousand seven hundred reais)
- **Commencement / Expiration Date…..: July 8, 2023 to January 7, 2026.**
- **Lease Term..... :** 30 (thirty) Months
- **Adjustment Month……..: JULY** (IGP-M FGV)
- **Due Date .....:** 10 (ten)
- **Late Payment Penalty…:** 20% + 1% month + monetary adjustment (CM)

IV- CONTRACTUAL CONDITIONS:

By means of this Private Instrument, the parties identified above have mutually agreed and established the following clauses and conditions, which they hereby grant and accept:

Paragraph One: The Lessee(s) shall be responsible, pursuant to Article 22, VIII of Law No. 8245/91, for obtaining Property Insurance covering lightning, fire, explosion, collapse, civil liability and windstorm, and such policy shall name the Lessor(s) as Beneficiary(ies), and shall be presented to the property management company Gipani Imóveis upon delivery of the keys.

Paragraph Two: The Lessee(s) is(are) hereby aware that if the Property Insurance is not obtained and damages occur to the property, the same shall be held liable and the property shall be repaired at their own expense.

II- RENT AND CHARGES:

1 - The initial rent amount established in the item **RENT/TERM** shall apply for the period of 12 (twelve) months, and shall be adjusted every 12 (twelve) months, based on the IGPM/FGV indexes and pursuant to Article 28 of Law No. 9.069/95.

2- If there is any inflationary surplus or deficit arising from the index established in the previous clause, the same shall be applied to the rent amount, and, in the event of a deficit, the rent shall be adjusted by the annual percentage determined, otherwise, by the previously established index.

Initials

_____ _____ _____
GGI **YANAI CONSTRUTORA** **GIPANI**

Contrato Locação e Proposta Seguro Fiança e Laudo Vistoria R. Dr. Clemente Holtman Júnior, 347, Salas 35, 36 e 37 CTO 850.01.pdf

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Signatures

MARCELO KENJI GOMES YANAI
CPF: 297.831.088-08
Signed as lessee on July 11, 2023 at 3:31:15 PM

GILVAN PINHEIRO SANTOS
CPF: 092.662.468-75
Signed as administrator on July 12, 2023 at 9:26:59 AM

GUILHERME MICHELETTO LIMA
CPF: 337.093.138-99
Signed as lessor on July 14, 2023 at 2:56:40 PM

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July 11, 2023, 3:20:18 PM	Operator with email gil@gipani.com in Account 31fca1d8-f164-4b46-a9da-6c5d85b9c43b added to the Signature List: contato4@gipani.com to sign as administrator, via E-mail, with the authentication methods: Token via E-mail; Full Name; CPF; IP address. Information provided by the Operator for signer validation: full name GILVAN PINHEIRO SANTOS and CPF 092.662.468-75.

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July 12, 2023, 9:26:59 AM	GILVAN PINHEIRO SANTOS signed as administrator. Authentication methods: Token via E-mail contato4@gipani.com. CPF provided: 092.662.468-75. IP: 186.249.128.243. Location shared by the electronic device: latitude -22.8360029 and longitude -47.1703357. URL to open the location on the map: https://app.clicksign.com/location. Signature component version 1.538.0 made available at https://app.clicksign.com.
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ICP Brasil

Document signed with legal validity.
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I, Carolina Favero da Silva, telephone number 415 425-2508, mailing address P.O. Box 90487, San Diego, CA 92169, certify that the professional translation of this document from Portuguese to English has been performed by myself, a qualified translator fluent in both languages, and that the following is an accurate and complete translation of the document.



Date: May 26, 2026.

CONTRATO DE LOCAÇÃO NÃO RESIDENCIAL **CTO 850/01**

I- DAS PARTES:

1- LOCADOR: GGI ADMINISTRAÇÃO DE BENS, devidamente inscrito no CNPJ nº 09.331.137/0001-01 com sua sede estabelecida na cidade de Jaguariúna- SP, e como representante legal **GUILHERME MICHELETTO LIMA**, brasileiro, publicitário, portador da Cédula de Identidade RG nº 29.811.996-1 e devidamente inscrito no CPF/MF sob nº 337.093.138-99, residente e domiciliado na cidade de Jaguariúna/SP.

2- LOCATÁRIA: YANAI CONSTRUTORA E INCORPORADORA LTDA, devidamente inscrita no CNPJ 27.234.126/0001-87, com sua sede instalada na Rua R. Dr. Clemente Holtman Junior, 347, Sala 15– Centro, Jaguariúna/SP - CEP 13911-082, representada por seu sócio administrador **MARCELO KENJI GOMES YANAI**, brasileiro, casado, engenheiro civil, portadora da Cédula de Identidade RG 25.131.905-2 e inscrito no CPF/MF sob nº 297.831.088-08, residente na rua Heitor Turato, nº 204 Reserva do Jaguary, na cidade de Jaguariúna/SP CEP 13919-262.

3- FIADORES: 3- GARANTIA- SEGURO FIANÇA PORTO SEGURO SEGUROS, inscrito no CNPJ sob n° 21403348/0001-08, conforme Proposta n° 65-9964644.

II- OBJETO:

SALAS COMERCIAIS - LIBERAL CENTER
R. Dr. Clemente Holtman Junior, 347, Sala 35, 36 e 37 – Centro, Jaguariúna / SP -.CEP 13911-082

III- ALUGUEL/PRAZO:

- **Valor do Aluguel.....:** R$ 1.700,00 (Hum mil e setecentos reais)
- **Data Início/Término....: 08 de Julho de 2023 a 07 de Janeiro de 2026.**
- **Duração do Contrato...:** 30 (trinta) Meses
- **Mês de Reajuste.....: JULHO** (IGP-M FGV)
- **Dia do Vencimento .....:** 10 (dez)
- **Após Vencimento multa.:**20% + 1% mês + CM

IV- DAS CONDIÇÕES CONTRATUAIS:

Pelo presente Instrumento Particular, as partes acima qualificadas, tem entre si, justo e convencionado, o que mutuamente outorgam e aceitam nas cláusulas e condições seguintes:

Parágrafo Primeiro: Fica(m) os Locatário(a)(s) responsáveis, nos termos do artigo 22, VIII da Lei 8245/91 pela contratação do Seguro Predial, com as coberturas de raio, incêndio, explosão, desmoronamento, responsabilidade civil e vendaval, tal apólice terá como Beneficiário o(a) Locador(a)(es), e deverá ser apresentada a empresa administradora Gipani Imóveis, no ato da entrega de chaves.

Parágrafo Segundo: Desde já, o(a) Locatário(a)(s) tem ciência de que se não contratado o Seguro Predial e ocorrendo sinistros no imóvel, o mesmo será responsabilizado e o imóvel deverá ser reparado às suas expensas.

II- DO ALUGUEL E ENCARGOS:

1O valor inicial do aluguel ajustado no item **ALUGUEL/PRAZO**, é pelo prazo de 12 (doze) meses, e sofrerá reajuste a cada 12 (doze) meses, com base nos índices do IGPM/FGV e fulcro no artigo 28 da Lei 9.069/95.

2- Se houver resíduo ou déficit inflacionário em razão do índice fixado na cláusula anterior, será o mesmo aplicado ao valor do aluguel, sendo que, no caso de déficit, será o aluguel reajustado pelo percentual anual apurado, caso contrário, pelo índice previamente ajustado.

Rubricas

_____ _____ _____
GGI **YANAI CONSTRUTORA** **GIPANI**

Contrato Locação e Proposta Seguro Fiança e Laudo Vistoria R. Dr. Clemente Holtman Júnior, 347, Salas 35, 36 e 37 CTO 850.01.pdf

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Assinaturas

MARCELO KENJI GOMES YANAI
CPF: 297.831.088-08
Assinou como locatário em 11 jul 2023 às 15:31:15

GILVAN PINHEIRO SANTOS
CPF: 092.662.468-75
Assinou como administrador em 12 jul 2023 às 09:26:59

GUILHERME MICHELETTO LIMA
CPF: 337.093.138-99
Assinou como locador em 14 jul 2023 às 14:56:40

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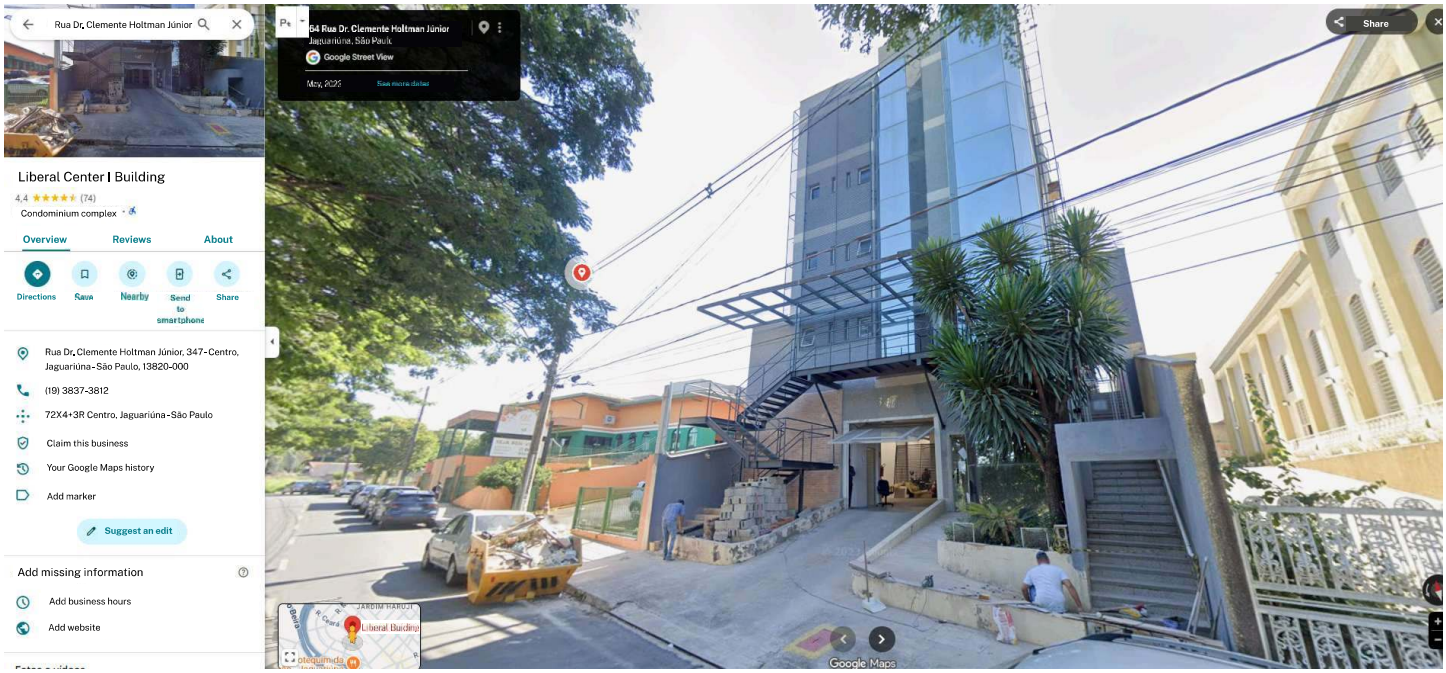
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12 jul 2023, 09:26:59	GILVAN PINHEIRO SANTOS assinou como administrador. Pontos de autenticação: Token via E-mail contato4@gipani.com. CPF informado: 092.662.468-75. IP: 186.249.128.243. Localização compartilhada pelo dispositivo eletrônico: latitude -22.8360029 e longitude -47.1703357. URL para abrir a localização no mapa: https://app.clicksign.com/location. Componente de assinatura versão 1.538.0 disponibilizado em https://app.clicksign.com.
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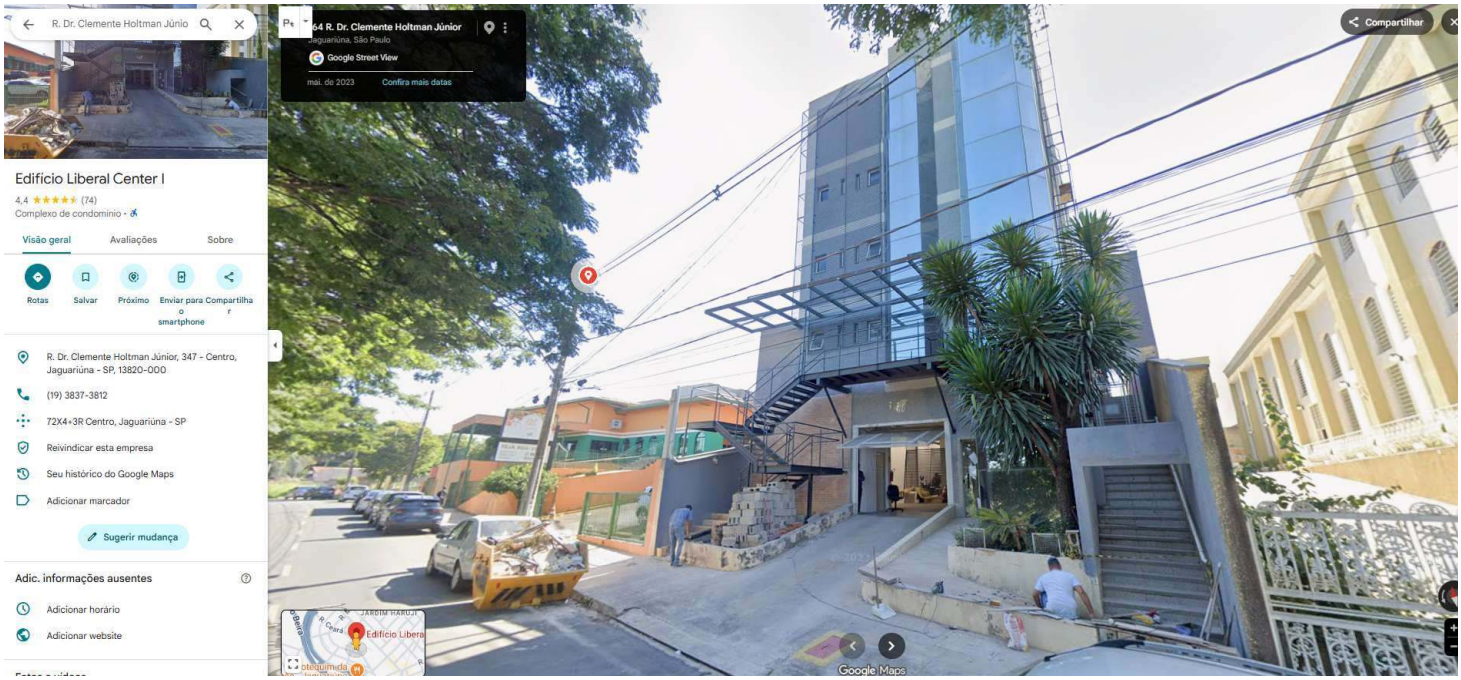
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Rua Dr. Clemente Holtman Júnior
Liberal Center I Building
4,4 (74)
Condominium complex
Overview
Reviews
About
Directions
Save
Nearby
Send to smartphone
Share
Rua Dr. Clemente Holtman Júnior, 347 - Centro, Jaguariúna - São Paulo, 13820-000
(19) 3837-3812
72X4+3R Centro, Jaguariúna - São Paulo
Claim this business
Your Google Maps history
Add marker
Suggest an edit
Add missing information
Add business hours
Add website
64 Rua Dr. Clemente Holtman Júnior
Jaguariúna, São Paulo
Google Street View
Share
Liberal Building
Google Maps

I, Carolina Favero da Silva, telephone number 415 425-2508, mailing address P.O. Box 90487, San Diego, CA 92169, certify that the professional translation of this document from Portuguese to English has been performed by myself, a qualified translator fluent in both languages, and that the following is an accurate and complete translation of the document.



Date: May 27, 2026.

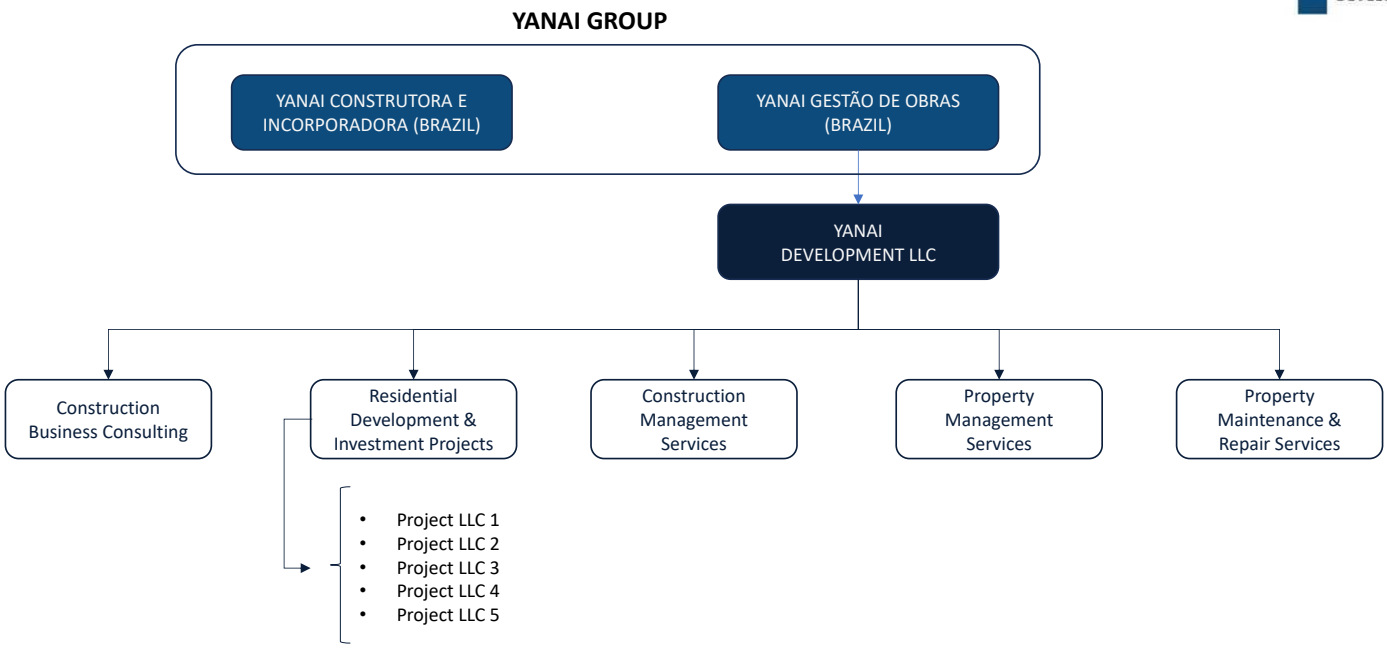

R. Dr. Clemente Holtman Júnio
Edifício Liberal Center I
4,4 (74)
Complexo de condomínio
Visão geral
Avaliações
Sobre
Rotas
Salvar
Próximo
Enviar para o smartphone
Compartilhar
R. Dr. Clemente Holtman Júnior, 347 - Centro, Jaguariúna - SP, 13820-000
(19) 3837-3812
72X4+3R Centro, Jaguariúna - SP
Reivindicar esta empresa
Seu histórico do Google Maps
Adicionar marcador
Sugerir mudança
Adic. informações ausentes
Adicionar horário
Adicionar website
64 R. Dr. Clemente Holtman Júnior
Jaguariúna, São Paulo
Google Street View
mai. de 2023
Confira mais datas
Compartilhar
Edifício Liberal
Google Maps


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36



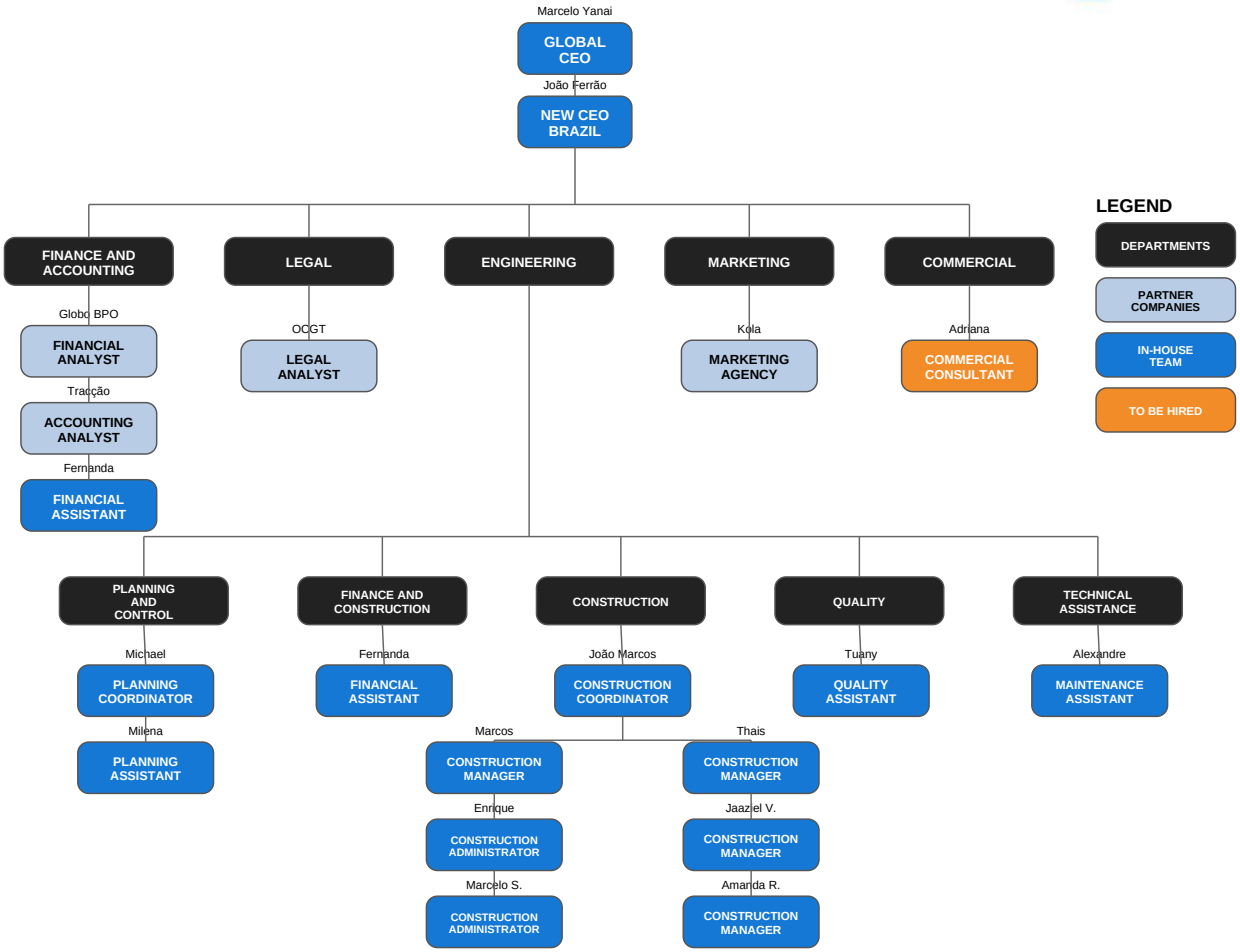


OFFICIAL STRUCTURE OF BUSINESS UNITS



Yanai Development LLC will operate as the U.S. expansion of Yanai Gestão de Obras, leveraging its construction management methodology and international investor network to develop and manage residential real estate projects in the United States.

Yanai Gestão Organizational Chart 2026



CONSTRUCTION MANAGEMENT AGREEMENT

No. 10-2025

By means of this *Construction Management Agreement* ("Agreement"), which shall be governed by the terms and conditions set forth in the following clauses, the following Parties:

ADRIANO DE FRANÇA AROUCA, Brazilian, married, army officer, bearer of Identity Card ID No. 33.295.464-3, enrolled with the CPF/MF under No. 815.980.841-00; and **MARCIA TINOCO DE ANDRADE**, Brazilian, married, homemaker, bearer of Identity Card ID No. 11.714.868-4, enrolled with the CPF/MF under No. 076.960.047-60, both residing at Super Quadra Norte (SQN) 306, Block A, Apartment 207, Brasília, Federal District, hereinafter jointly referred to simply as the **CONTRACTING PARTY**; and,

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA., a private legal entity enrolled with the CNPJ/MF under No. 52.132.442/0001-95, with registered office at Rua Doutor Clemente Holtman Junior No. 347, Room 37, 3rd Floor, Liberal Center I Building Condominium, Frazatto Neighborhood, in the city of Jaguariúna, State of São Paulo, ZIP Code 13911-082, herein represented by its partner and manager **Marcelo Kenji Gomes Yanai**, Brazilian, married, civil engineer, bearer of Identity Card ID No. 25.131.905-2 SSP/SP, enrolled with the CPF/MF under No. 297.831.088-08, hereinafter referred to simply as the **MANAGER**.

All are also individually referred to as a Party and jointly as the Parties.

Whereas:

a. The **CONTRACTING PARTY** is the lawful holder of the possession and ownership rights over the land, even if encumbered, identified as Lot No. **18** of Block **AF**, located at **Moradas da Barra Residential**, with an area of 336.36 m², within the subdivision known as "Terras da Barra," in the city of Jaguariúna, State of São Paulo ("**Property**");

b. The **CONTRACTING PARTY** intends to build on the Property a two-story house with an approximate area of **200.00 m²**, whose architectural design is yet to be developed and subsequently approved by the Jaguariúna City Hall;

c. The **CONTRACTING PARTY** has an interest in hiring the **MANAGER** to assist in the planning and administration of all civil construction acts necessary for the construction on the Property;

d. The **MANAGER** declares that it possesses expertise in performing the services contemplated under this Agreement;

The Parties hereby **RESOLVE** to execute this Agreement, and all terms initiated with capital letters, whether in the singular or plural form, shall have the meanings attributed to them herein:

I – OBJECT

1. The **CONTRACTING PARTY** hereby hires the **MANAGER** to provide services

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Document signed electronically, according to MP 2.200-2/01, Art. 10, §2. Brazil

subcontracted of the **MANAGER**.

16.15 The **CONTRACTING PARTY** authorizes the **MANAGER** to use images of the construction, projects, 3D renderings, or videos of the worksite for the purpose of promoting its services on social media, portfolios, as well as bringing potential clients to the worksite.

16.16 The Parties agree, pursuant to the provisions of Provisional Measure No. 2,200-2, dated August 24, 2001, that this Agreement may be electronically executed through the use of a platform established by the **MANAGER**, which shall be sent to the **CONTRACTING PARTY**'s email address, as provided by the latter and recognized as accessible only through a personal and non-transferable password, thereby allowing execution and generation of a printed version of the Agreement, with the signatures of two witnesses being waived pursuant to paragraph 4 of Article 784 of the Brazilian Code of Civil Procedure. The effects of this Agreement shall commence upon confirmation by the signature platform of the completion of the digital signatures, and the date of the last registered signature shall be deemed the effective date hereof.

16.17 The Parties elect the courts of the city of Jaguariúna, State of São Paulo, as the exclusive venue to settle any disputes arising out of or related to this Agreement, expressly waiving any other jurisdiction, however privileged it may be.

And, being fair and agreed, the Parties execute this Agreement in 02 (two) counterparts of equal content and form in the presence of the witnesses identified below, if physically signed; and, if digitally executed, in a single electronic counterpart, with witnesses being waived.

Jaguariúna, on the date of the last digital signature.

adrianodefranca@yahoo.com.br
Signed
D4Sign

ADRIANO DE FRANÇA AROUCA
- CONTRACTING PARTY -

marcia_tinoco@hotmail.com
Signed
D4Sign

MARCIA TINOCO DE ANDRADE
- CONTRACTING PARTY -

marcelo@incorporadorayanai.com.br
Signed
D4Sign

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES
- MANAGER -

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Synchronized with NTP.br and the Brazilian National Observatory (ON)
Certificate of signatures generated on December 22, 2025, 2:31:53 PM

PJ Construction Management Agreement Adriano and Marcia R01.pdf

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Attachment: Proposal – Management – Marcia and Adriano House_R01_final.pdf

Signatures

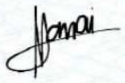
Adriano de França Arouca
adrianodefranca@yahoo.com.br
Signed



MARCIA TINOCO DE ANDRADE
marcia_tinoco@hotmail.com
Signed



Marcelo Kenji Gomes Yanai
marcelo@incorporadorayanai.com.br
Signed



Document Events

Dec 16, 2025, 12:21:44 PM
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MARCIA TINOCO DE ANDRADE **Signed** Email: marcia_tinoco@hotmail.com - IP: 189.6.17.184 (bd0611b8.virtua.com.br, port: 61352) - Geolocation: -15.7691248 -47.8860771 - Identification document provided: 076.960.047-60 - DATE_ATOM: 2025-12-16T2:53:42 PM-03:00

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Integrity certified in accordance with the ICP-BRASIL standard.
Electronic and handwritten signatures have equal legal validity pursuant to **Provisional Measure No. 2.200-2/2001** and Law No. **14.063/2020.**

I, Marina Viana Silva, telephone number 415 425-2508, mailing address P.O. Box 90487, San Diego, CA 92169, certify that I have performed the professional translation of this document from Portuguese to English, as a qualified translator fluent in both languages, and that the following is an accurate and complete translation of the document.

Marina Viana **Date: May 25, 2026**

CONTRATO DE GESTÃO DE OBRA

Nº 10-2025

Pelo presente *Contrato de Gestão de Obra* ("Contrato"), que se regerá pelas estipulações constantes nas cláusulas seguintes, tendo como Partes:

ADRIANO DE FRANÇA AROUCA, brasileiro, casado, militar do exército, portador da cédula de identidade RG nº 33.295.464-3, inscrito no CPF/MF nº 815.980.841-00; e **MARCIA TINOCO DE ANDRADE**, brasileira, casada, do lar, portadora da cédula de identidade RG nº 11.714.868-4, inscrita no CPF/MF nº 076.960.047-60, ambos residentes na Super Quadra Norte (SQN) 306 Bl A apt 207 Brasília DF, doravante denominados simplesmente **CONTRATANTE**; e,

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA., pessoa jurídica de direito privado inscrita no CNPJ/MF nº. 52.132.442/0001-95, com sede na Rua Doutor Clemente Holtman Junior Nº 347, Sala 37, 3º andar, Condomínio Edifício Liberal Center I, Bairro Frazatto, na cidade de Jaguariúna, Estado de São Paulo, CEP 13911-082, neste ato representada por seu sócio e administrador **Marcelo Kenji Gomes Yanai**, brasileiro, casado, engenheiro civil, portador da cédula de identidade RG nº 25.131.905-2 SSP/SP, inscrito no CPF/MF nº 297.831.088-08, doravante denominada apenas **GESTORA.**

Todos também denominados, individualmente, como Parte e, em conjunto, como Partes.

Considerando que:

1

a. A **CONTRATANTE** é legítima detentora dos direitos de posse e propriedade do terreno, mesmo que alienado, identificado sob lote nº. **18** da quadra **AF**, situada no **Residencial Moradas da Barra**, com área de 336,36m², loteamento deonominado "Terras da Barra", na cidade de Jaguariúna/SP ("**Imóvel**");

b. A **CONTRATANTE** pretende construir sobre o Imóvel, uma casa assobradada com área de aproximadamente **200,00 m²**, cujo projeto arquitetônico será ainda desenvolvido e posteriormente aprovado na Prefeitura do Município de Jaguariúna;

c. A **CONTRATANTE** tem interesse em contratar a **GESTORA** para auxiliar no planejamento e administrar todos os atos de construção civil necessários para a edificação do Imóvel;

d. A **GESTORA** declara deter expertise na execução dos serviços objeto do presente Contrato;

RESOLVEM as Partes celebrar o presente Contrato, sendo certo que todos os termos iniciados em letra maiúscula, seja no singular ou no plural deverão ter os significados a eles aqui atribuídos:

I – DO OBJETO

1. A **CONTRATANTE**, neste ato, contrata a **GESTORA** para a prestação de serviços

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subcontratados da **GESTORA**.

16.15 A **CONTRATANTE** autoriza a **GESTORA** a utilizar imagens da construção ou de projetos, imagens 3D ou vídeos da obra de forma a divulgar seu trabalho em redes sociais, portifólios, assim como levar potenciais clientes à obra.

16.16 As Partes convencionam, com fundamento no disposto na Medida Provisória nº 2.200-2, de 24 de agosto de 2001, que este Contrato poderá ser assinado eletronicamente mediante o uso de ferramenta estabelecida pela **GESTORA**, a qual, enviada ao e-mail do **CONTRATANTE**, por este fornecido e reconhecidamente com acesso somente mediante senha pessoal e intransferível, permitindo-lhe assinar e gerar a versão impressa do Contrato, dispensada a assinatura de duas testemunhas, nos termos do §4º, do artigo 784, do Código de Processo Civil. Os efeitos deste Contrato terão início a partir da confirmação de recebimento pela plataforma de assinaturas da conclusão das assinaturas digitais, sendo a data da última assinatura registrada a data de início de vigência deste.

16.17 As Partes elegem o foro da cidade de Jaguariúna, Estado de São Paulo, para dirimir eventuais questões controversas surgidas em face deste Contrato, excluindo-se qualquer outro, por mais privilegiado que seja.

E, por estarem justos e convencionados, firmam o presente Contrato em 02 (duas) vias de igual teor e forma na presença das testemunhas abaixo apontadas, se assinado fisicamente; e, em via única se digital, dispensando-se as testemunhas.

Jaguariúna, data da última assinatura digital.

adrianodefranca@yahoo.com.br
Assinado
D4Sign

ADRIANO DE FRANÇA AROUCA
- CONTRATANTE -

marcia_tinoco@hotmail.com
Assinado
D4Sign

MARCIA TINOCO DE ANDRADE
- CONTRATANTE -

marcelo@incorporadorayanai.com.br
Assinado
D4Sign

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES
- GESTORA -

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PJ Contrato de Gestao de Obras Adriano e Marcia R01 pdf

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Anexo: Proposta - Administracao - Casa Marcia e Adriano_R01_fechada.pdf

Assinaturas

Adriano de França Arouca
adrianodefranca@yahoo.com.br
Assinou



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marcia_tinoco@hotmail.com
Assinou



Marcelo Kenji Gomes Yanai
marcelo@incorporadorayanai.com.br
Assinou



Eventos do documento

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ADRIANO DE FRANÇA AROUCA **Assinou** - Email: adrianodefranca@yahoo.com.br - IP: 189.6.17.184 (bd0611b8.virtua.com.br porta: 43600) - Geolocalização: -15.7690631 -47.8860936 - Documento de identificação informado: 815.980.841-00 - DATE_ATOM: 2025-12-16T16:33:34-03:00

41 páginas - Datas e horários baseados em Brasília, Brasil
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CONSTRUCTION MANAGEMENT AGREEMENT

No. 06-2025

By means of this *Construction Management Agreement* ("Agreement"), which shall be governed by the terms and conditions set forth in the following clauses, the following Parties:

ROSANA SIGLER, Brazilian, married, psychologist, holder of Identity Card ID No. 17.175.247-8, enrolled with the CPF/MF under No. 088.911.388-27; and **JOSÉ ROGERIO MACHADO DE PAULA**, Brazilian, married, attorney-at-law, holder of Identity Card ID No. 64.257.278-1, enrolled with the CPF/MF under No. 984.911.306-59, both residing at Rua Áuria Ribeiro Bodini, No. 125, Jaguariúna/SP, Vila Jorge Zambom neighborhood, ZIP Code 13914-170, hereinafter simply referred to as the **CONTRACTING PARTY**; and,

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA., a private legal entity enrolled with the CNPJ/MF under No. 52.132.442/0001-95, with registered office at Rua Doutor Clemente Holtman Junior No. 347, Room 37, 3rd Floor, Liberal Center I Building Condominium, Frazatto Neighborhood, in the city of Jaguariúna, State of São Paulo, ZIP Code 13911-082, herein represented by its partner and manager **Marcelo Kenji Gomes Yanai**, Brazilian, married, civil engineer, bearer of Identity Card ID No. 25.131.905-2 SSP/SP, enrolled with the CPF/MF under No. 297.831.088-08, hereinafter referred to simply as the **MANAGER**.

All are also individually referred to as a Party and jointly as the Parties.

1

Whereas:

a. The **CONTRACTING PARTY** is seeking a lot in a gated community for the construction of a residential property in the city of Jaguariúna/SP ("Property");

b. The **CONTRACTING PARTY** intends to build on the Property a two-story residence with an approximate area of **170.00 m²**, whose architectural design will still be developed and subsequently approved by the Jaguariúna City Hall.

c. The **CONTRACTING PARTY** has an interest in hiring the **MANAGER** to assist in the planning and administration of all civil construction acts necessary for the construction on the Property;

d. The **MANAGER** declares that it possesses expertise in performing the services contemplated under this Agreement;

The Parties hereby **RESOLVE** to execute this Agreement, and all terms initiated with capital letters, whether in the singular or plural form, shall have the meanings attributed to them herein:

I – OBJECT

1. The **CONTRACTING PARTY** hereby engages the **MANAGER** to provide construction management services, in accordance with the responsibilities described below and detailed in the attached commercial proposal, which shall become an integral and inseparable part of

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a personal and non-transferable password, thereby allowing execution and generation of a printed version of the Agreement, with the signatures of two witnesses being waived pursuant to paragraph 4 of Article 784 of the Brazilian Code of Civil Procedure. The effects of this Agreement shall commence upon confirmation by the signature platform of the completion of the digital signatures, and the date of the last registered signature shall be deemed the effective date hereof.

16.17 The Parties elect the courts of the city of Jaguariúna, State of São Paulo, as the exclusive venue to settle any disputes arising out of or related to this Agreement, expressly waiving any other jurisdiction, however privileged it may be.

And, being fair and agreed, the Parties execute this Agreement in 02 (two) counterparts of equal content and form in the presence of the witnesses identified below, if physically signed; and, if digitally executed, in a single electronic counterpart, with witnesses being waived.

Jaguariúna, on the date of the last digital signature.

rosanadepaula.rs@gmail.com
Signed
D4Sign

ROSANA SIGLER
- CONTRACTING PARTY -

jrmpaula@gmail.com
Signed
D4Sign

JOSÉ ROGERIO MACHADO DE PAULA
- CONTRACTING PARTY -

marcelo@incorporadorayanai.com.br
Signed
D4Sign

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES
- MANAGER -

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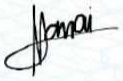
PJ Construction Management Agreement R01.pdf

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Attachment: Proposal – Management – Rosana and Rogerio House_R00.pdf

Signatures

Marcelo Kenji Gomes Yanai
marcelo@incorporadorayanai.com.br
Signed



ROSANA SIGLER
rosanadepaula.rs@gmail.com
Signed

JOSE ROGERIO MACHADO DE PAULA
jrmpaula@gmail.com
Signed

Document Events

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I, Marina Viana Silva, telephone number 415 425-2508, mailing address P.O. Box 90487, San Diego, CA 92169, certify that I have performed the professional translation of this document from Portuguese to English, as a qualified translator fluent in both languages, and that the following is an accurate and complete translation of the document.

Marina Viana **Date: May 25, 2026**

CONTRATO DE GESTÃO DE OBRA

Nº 06-2025

Pelo presente *Contrato de Gestão de Obra* ("Contrato"), que se regerá pelas estipulações constantes nas cláusulas seguintes, tendo como Partes:

ROSANA SIGLER, brasileira, casada, psicóloga, portador da cédula de identidade RG nº 17.175.247-8, inscrito no CPF/MF nº 088.911.388-27; e **JOSÉ ROGERIO MACHADO DE PAULA**, brasileiro, casado, advogado, portador da cédula de identidade RG nº 64.257.278-1, inscrito no CPF/MF nº 984.911.306-59, ambos residentes Rua Áuria Ribeiro Bodini, 125, Jaguariúna/SP, bairro Vila Jorge Zambom, CEP: 13914-170, doravante denominada simplesmente **CONTRATANTE**; e,

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA., pessoa jurídica de direito privado inscrita no CNPJ/MF nº. 52.132.442/0001-95, com sede na Rua Doutor Clemente Holtman Junior Nº 347, Sala 37, 3º andar, Condomínio Edifício Liberal Center I, Bairro Frazatto, na cidade de Jaguariúna, Estado de São Paulo, CEP 13911-082, neste ato representada por seu sócio e administrador **Marcelo Kenji Gomes Yanai**, brasileiro, casado, engenheiro civil, portador da cédula de identidade RG nº 25.131.905-2 SSP/SP, inscrito no CPF/MF nº 297.831.088-08, doravante denominada apenas **GESTORA.**

Todos também denominados, individualmente, como Parte e, em conjunto, como Partes.

Considerando que:

1

a. A **CONTRATANTE** está em busca de lote em condomínio para construção de imóvel residencial na cidade de Jaguariúna/SP ("**Imóvel**");

b. A **CONTRATANTE** pretende construir sobre o Imóvel, uma casa assobradada com área de aproximadamente **170,00m²**, cujo projeto arquitetônico será ainda desenvolvido e posteriormente aprovado na Prefeitura do Município de Jaguariúna;

c. A **CONTRATANTE** tem interesse em contratar a **GESTORA** para auxiliar no planejamento e administrar todos os atos de construção civil necessários para a edificação do Imóvel;

d. A **GESTORA** declara deter expertise na execução dos serviços objeto do presente Contrato;

RESOLVEM as Partes celebrar o presente Contrato, sendo certo que todos os termos iniciados em letra maiúscula, seja no singular ou no plural deverão ter os significados a eles aqui atribuídos:

I – DO OBJETO

1. A **CONTRATANTE**, neste ato, contrata a **GESTORA** para a prestação de serviços de gestão de obra, conforme as atribuições descritas abaixo e detalhadas na proposta comercial anexa, que passa a fazer parte integrante e indissociável do

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pessoal e intransferível, permitindo-lhe assinar e gerar a versão impressa do Contrato, dispensada a assinatura de duas testemunhas, nos termos do §4º, do artigo 784, do Código de Processo Civil. Os efeitos deste Contrato terão início a partir da confirmação de recebimento pela plataforma de assinaturas da conclusão das assinaturas digitais, sendo a data da última assinatura registrada a data de início de vigência deste.

16.17 As Partes elegem o foro da cidade de Jaguariúna, Estado de São Paulo, para dirimir eventuais questões controversas surgidas em face deste Contrato, excluindo-se qualquer outro, por mais privilegiado que seja.

E, por estarem justos e convencionados, firmam o presente Contrato em 02 (duas) vias de igual teor e forma na presença das testemunhas abaixo apontadas, se assinado fisicamente; e, em via única se digital, dispensando-se as testemunhas.

Jaguariúna, data da última assinatura digital.

rosanadepaula.rs@gmail.com
Assinado
D4Sign

ROSANA SIGLER
- CONTRATANTE -

jrmpaula@gmail.com
Assinado
D4Sign

JOSÉ ROGERIO MACHADO DE PAULA
- CONTRATANTE -

marcelo@incorporadorayanai.com.br
Assinado
D4Sign

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES
- GESTORA -

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Anexo: Proposta - Administracao - Casa Rosana e Rogerio_R00.pdf

Assinaturas

Marcelo Kenji Gomes Yanai
marcelo@incorporadorayanai.com.br
Assinou

ROSANA SIGLER
rosanadepaula.rs@gmail.com
Assinou

JOSE ROGERIO MACHADO DE PAULA
jrmpaula@gmail.com
Assinou

Eventos do documento

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CONSTRUCTION MANAGEMENT AGREEMENT

No. 07-2025

By means of this *Construction Management Agreement* ("Agreement"), which shall be governed by the terms and conditions set forth in the following clauses, the following Parties:

WLISSES ALVES COELHO DE OLIVEIRA, Brazilian, single, systems consultant, holder of Identity Card ID No. 35.837.159 SSP/SP, enrolled with the CPF/MF under No. 599.163.542-00, residing at Rua Nelson Righi, CD 126, apartment 5, Parque dos Ipês, Jaguariúna/SP, hereinafter simply referred to as the **CONTRACTING PARTY**; and,

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA., a private legal entity enrolled with the CNPJ/MF under No. 52.132.442/0001-95, with registered office at Rua Doutor Clemente Holtman Junior No. 347, Room 37, 3rd Floor, Liberal Center I Building Condominium, Frazatto Neighborhood, in the city of Jaguariúna, State of São Paulo, ZIP Code 13911-082, herein represented by its partner and manager **Marcelo Kenji Gomes Yanai**, Brazilian, married, civil engineer, bearer of Identity Card ID No. 25.131.905-2 SSP/SP, enrolled with the CPF/MF under No. 297.831.088-08, hereinafter referred to simply as the **MANAGER**.

All are also individually referred to as a Party and jointly as the Parties.

Whereas:

a. The **CONTRACTING PARTY** is the lawful holder of the possession and ownership rights to the land located at Rua Arlei Daldosso Teodoro, in the Alto de São Pedro subdivision, Jaguariúna/SP, identified as Lot No. **32** of Block **D**, with an area of 289.22 m² ("**Property**");

1

b. The **CONTRACTING PARTY** intends to build on the Property a single-story house with an area of **190.07 m²** for the purpose of resale for profit ("**Investment House**"), whose architectural design has been approved by the City of Jaguariúna;

c. The **CONTRACTING PARTY** has an interest in hiring the **MANAGER** to assist in the planning and administration of all civil construction acts necessary for the construction on the Property;

d. The **MANAGER** declares that it possesses expertise in performing the services contemplated under this Agreement;

The Parties hereby **RESOLVE** to execute this Agreement, and all terms initiated with capital letters, whether in the singular or plural form, shall have the meanings attributed to them herein:

I – OBJECT

1. The **CONTRACTING PARTY** hereby engages the **MANAGER** to provide construction management services, in accordance with the responsibilities described below and detailed in the attached commercial proposal, which shall become an integral and inseparable part of this Agreement as **Annex I**. It is emphasized that the **MANAGER** is responsible for the supervision, coordination, and control of construction execution activities, but not for guaranteeing the services and materials supplied by third parties directly hired by the **CONTRACTING PARTY**, even if through the **MANAGER**.

Services to be provided:

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16.14 Communications between the **MANAGER** and the **CONTRACTING PARTY** shall only be deemed valid if carried out through the official channels made available by the **MANAGER** and indicated in this Agreement, and any verbal and/or written agreements made through unauthorized channels shall be disregarded, even if conducted with any contractors and/or subcontractors of the **MANAGER**.

16.15 The **CONTRACTING PARTY** authorizes the **MANAGER** to use images of the construction, projects, 3D renderings, or videos of the worksite for the purpose of promoting its services on social media, portfolios, as well as bringing potential clients to the worksite.

16.16 The Parties agree, pursuant to the provisions of Provisional Measure No. 2,200-2, dated August 24, 2001, that this Agreement may be electronically executed through the use of a platform established by the **MANAGER**, which shall be sent to the **CONTRACTING PARTY**'s email address, as provided by the latter and recognized as accessible only through a personal and non-transferable password, thereby allowing execution and generation of a printed version of the Agreement, with the signatures of two witnesses being waived pursuant to paragraph 4 of Article 784 of the Brazilian Code of Civil Procedure. The effects of this Agreement shall commence upon confirmation by the signature platform of the completion of the digital signatures, and the date of the last registered signature shall be deemed the effective date hereof.

16.17 The Parties elect the courts of the city of Jaguariúna, State of São Paulo, as the exclusive venue to settle any disputes arising out of or related to this Agreement, expressly waiving any other jurisdiction, however privileged it may be.

And, being fair and agreed, the Parties execute this Agreement in 02 (two) counterparts of equal content and form in the presence of the witnesses identified below, if physically signed; and, if digitally executed, in a single electronic counterpart, with witnesses being waived.

Jaguariúna, on the date of the last digital signature.

wlisses.coelho@gmail.com
Signed
D4Sign

WLISSES ALVES COELHO DE OLIVEIRA
- CONTRACTING PARTY -

marcelo@incorporadorayanai.com.br
Signed
D4Sign

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA.
- MANAGER -

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Attachment: Proposal – Management – Casa Wlisses_R02.pdf

Signatures

WLISSES ALVES COELHO DE OLIVEIRA
wlisses.coelho@gmail.com
Signed

Marcelo Kenji Gomes Yanai
marcelo@incorporadorayanai.com.br
Signed



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I, Marina Viana Silva, telephone number 415 425-2508, mailing address P.O. Box 90487, San Diego, CA 92169, certify that I have performed the professional translation of this document from Portuguese to English, as a qualified translator fluent in both languages, and that the following is an accurate and complete translation of the document.

Marina Viana **Date: May 25, 2026**

CONTRATO DE GESTÃO DE OBRA

Nº 07-2025

Pelo presente *Contrato de Gestão de Obra* ("Contrato"), que se regerá pelas estipulações constantes nas cláusulas seguintes, tendo como Partes:

WLISSES ALVES COELHO DE OLIVEIRA, brasileiro, solteiro, consultor de sistemas, portador da cédula de identidade RG nº 35.837.159 SSP/SP, inscrito no CPF/MF nº 599.163.542-00, residente na Rua Nelson Righi, 126 CD apto. 5 – Parque dos Ipes - Jaguariúna/SP, doravante denominada simplesmente **CONTRATANTE**; e,

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA., pessoa jurídica de direito privado inscrita no CNPJ/MF nº. 52.132.442/0001-95, com sede na Rua Doutor Clemente Holtman Junior Nº 347, Sala 37, 3º andar, Condomínio Edifício Liberal Center I, Bairro Frazatto, na cidade de Jaguariúna, Estado de São Paulo, CEP 13911-082, neste ato representada por seu sócio e administrador **Marcelo Kenji Gomes Yanai**, brasileiro, casado, engenheiro civil, portador da cédula de identidade RG nº 25.131.905-2 SSP/SP, inscrito no CPF/MF nº 297.831.088-08, doravante denominada apenas **GESTORA.**

Todos também denominados, individualmente, como Parte e, em conjunto, como Partes.

Considerando que:

a. A **CONTRATANTE** é legítima detentora dos direitos de posse e propriedade do terreno, situado na Rua Arlei Daldosso Teodoro, no Loteamento Alto de São Pedro - Jaguariúna/SP, identificado sob lote nº. **32** da quadra **D**, com área de 289,22m² ("**Imóvel**");

b. A **CONTRATANTE** pretende construir sobre o Imóvel, uma casa térrea com área de **190,07m²** com o objetivo de venda para obtenção de lucro ("**Casa de investimento**"), cujo projeto arquitetônico encontra-se aprovado na Prefeitura do Município de Jaguariúna;

c. A **CONTRATANTE** tem interesse em contratar a **GESTORA** para auxiliar no planejamento e administrar todos os atos de construção civil necessários para a edificação do Imóvel;

d. A **GESTORA** declara deter expertise na execução dos serviços objeto do presente Contrato;

RESOLVEM as Partes celebrar o presente Contrato, sendo certo que todos os termos iniciados em letra maiúscula, seja no singular ou no plural deverão ter os significados a eles aqui atribuídos:

I – DO OBJETO

1. A **CONTRATANTE**, neste ato, contrata a **GESTORA** para a prestação de serviços de gestão de obra, conforme as atribuições descritas abaixo e detalhadas na proposta comercial anexa, que passa a fazer parte integrante e indissociável do presente Contrato, na forma de **Anexo I**. Ressalta-se que a **GESTORA** é responsável pela supervisão, coordenação e controle das atividades de execução da obra, mas não pela garantia dos serviços e materiais fornecidos por terceiros contratados diretamente pela **CONTRATANTE**, ainda que por intermédio da **GESTORA**.

   Serviços a serem prestados:

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16.14 As interlocuções entre **GESTORA** e **CONTRATANTE** somente serão consideradas válidas se realizadas através dos canais oficiais disponibilizados pela **GESTORA** e indicados neste Contrato, sendo desconsiderados quaisquer acordos verbais e/ou por escrito realizados em canal não autorizado, ainda que realizado com quaisquer contratados e/ou subcontratados da **GESTORA**.

16.15 A **CONTRATANTE** autoriza a **GESTORA** a utilizar imagens da construção ou de projetos, imagens 3D ou vídeos da obra de forma a divulgar seu trabalho em redes sociais, portifólios, assim como levar potenciais clientes à obra.

16.16 As Partes convencionam, com fundamento no disposto na Medida Provisória nº 2.200-2, de 24 de agosto de 2001, que este Contrato poderá ser assinado eletronicamente mediante o uso de ferramenta estabelecida pela **GESTORA**, a qual, enviada ao e-mail do **CONTRATANTE**, por este fornecido e reconhecidamente com acesso somente mediante senha pessoal e intransferível, permitindo-lhe assinar e gerar a versão impressa do Contrato, dispensada a assinatura de duas testemunhas, nos termos do §4º, do artigo 784, do Código de Processo Civil. Os efeitos deste Contrato terão início a partir da confirmação de recebimento pela plataforma de assinaturas da conclusão das assinaturas digitais, sendo a data da última assinatura registrada a data de início de vigência deste.

16.17 As Partes elegem o foro da cidade de Jaguariúna, Estado de São Paulo, para dirimir eventuais questões controversas surgidas em face deste Contrato, excluindo-se qualquer outro, por mais privilegiado que seja.

E, por estarem justos e convencionados, firmam o presente Contrato em 02 (duas) vias de igual teor e forma na presença das testemunhas abaixo apontadas, se assinado fisicamente; e, em via única se digital, dispensando-se as testemunhas.

Jaguariúna, data da última assinatura digital.

wlisses.coelho@gmail.com
Assinado
D4Sign

WLISSES ALVES COELHO DE OLIVEIRA
- CONTRATANTE -

marcelo@incorporadorayanai.com.br
Assinado
D4Sign

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA.
- GESTORA -

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Anexo: Proposta - Administracao - Casa Wlisses_R02.pdf

Assinaturas

WLISSES ALVES COELHO DE OLIVEIRA
wlisses.coelho@gmail.com
Assinou

Marcelo Kenji Gomes Yanai
marcelo@incorporadorayanai.com.br
Assinou



Eventos do documento

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CONSTRUCTION MANAGEMENT AGREEMENT

No. 05-2025

By means of this *Construction Management Agreement* ("Agreement"), which shall be governed by the terms and conditions set forth in the following clauses, the following Parties:

RAFAEL ZAMPOL LOBERTO, Brazilian, single, engineer, bearer of Identity Card ID No. 24.190.348 SSP/SP, enrolled with the CPF/MF under No. 259.290.328-31, residing at Av. Mofarrej 1130 - Apt. 204 L, city of São Paulo, State of São Paulo, hereinafter simply referred to as the **CONTRACTING PARTY**; and,

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA., a private legal entity enrolled with the CNPJ/MF under No. 52.132.442/0001-95, with registered office at Rua Doutor Clemente Holtman Junior No. 347, Room 37, 3rd Floor, Liberal Center I Building Condominium, Frazatto Neighborhood, in the city of Jaguariúna, State of São Paulo, ZIP Code 13911-082, herein represented by its partner and manager **Marcelo Kenji Gomes Yanai**, Brazilian, married, civil engineer, bearer of Identity Card ID No. 25.131.905-2 SSP/SP, enrolled with the CPF/MF under No. 297.831.088-08, hereinafter referred to simply as the **MANAGER**.

All are also individually referred to as a Party and jointly as the Parties.

Whereas:

a. The **CONTRACTING PARTY** is the lawful holder of the possession and ownership rights to the land located on Rua 01 and Rua 04, at Vale dos Vinhos Residential – Tamboré Jundiaí – Jundiaí/SP, identified as Lot No. **14** of Block **G**, with an area of **1,156.13 m²** ("**Property**");

b. The **CONTRACTING PARTY** intends to build on the Property a two-story residence with an area of **818.66 m²** and swimming pools with an area of **66.64 m²**, whose architectural design has been approved by the Jundiaí City Hall;

c. The **CONTRACTING PARTY** has an interest in hiring the **MANAGER** to assist in the planning and administration of all civil construction acts necessary for the construction on the Property;

d. The **MANAGER** declares that it possesses expertise in performing the services contemplated under this Agreement;

The Parties hereby **RESOLVE** to execute this Agreement, and all terms initiated with capital letters, whether in the singular or plural form, shall have the meanings attributed to them herein:

I – OBJECT

1. The **CONTRACTING PARTY** hereby engages the **MANAGER** to provide construction management services, in accordance with the responsibilities described below and detailed in the attached commercial proposal, which shall become an integral and inseparable part of this Agreement as **Annex I**. It is emphasized that the **MANAGER** is responsible for the supervision, coordination, and control of construction execution activities, but not for guaranteeing the services and materials supplied by third parties directly hired by the **CONTRACTING PARTY**, even if through the **MANAGER**.

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From the **MANAGER**: joao@incorporadorayanai.com.br and marcelo@incorporadorayanai.com.br

16.14 Any project modifications must mandatorily be forwarded to the **MANAGER** through the following e-mail address: projetos@incorporadorayanai.com.br, otherwise they shall be disregarded for purposes of construction management.

16.15 Communications between the **MANAGER** and the **CONTRACTING PARTY** shall only be deemed valid if carried out through the official channels made available by the **MANAGER** and indicated in this Agreement, and any verbal and/or written agreements made through unauthorized channels shall be disregarded, even if conducted with any contractors and/or subcontractors of the **MANAGER**.

16.16 The **CONTRACTING PARTY** authorizes the **MANAGER** to use images of the construction, projects, 3D renderings, or videos of the worksite for the purpose of promoting its services on social media, portfolios, as well as bringing potential clients to the worksite.

16.17 The Parties agree, pursuant to the provisions of Provisional Measure No. 2,200-2, dated August 24, 2001, that this Agreement may be electronically executed through the use of a platform established by the **MANAGER**, which shall be sent to the **CONTRACTING PARTY**'s email address, as provided by the latter and recognized as accessible only through a personal and non-transferable password, thereby allowing execution and generation of a printed version of the Agreement, with the signatures of two witnesses being waived pursuant to paragraph 4 of Article 784 of the Brazilian Code of Civil Procedure. The effects of this Agreement shall commence upon confirmation by the signature platform of the completion of the digital signatures, and the date of the last registered signature shall be deemed the effective date hereof.

16.18 The Parties elect the courts of the city of Jaguariúna, State of São Paulo, as the exclusive venue to settle any disputes arising out of or related to this Agreement, expressly waiving any other jurisdiction, however privileged it may be.

And, being fair and agreed, the Parties execute this Agreement in 02 (two) counterparts of equal content and form in the presence of the witnesses identified below, if physically signed; and, if digitally executed, in a single electronic counterpart, with witnesses being waived.

Jaguariúna, on the date of the last digital signature.

rzampol@outlook.com
Signed
D4Sign

RAFAEL ZAMPOL LOBERTO
- CONTRACTING PARTY -

marcelo@incorporadorayanai.com.br
Signed
D4Sign

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA.
- MANAGER -

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Attachment: Proposal – Management – Rafael Tamboré House Jundiaí_R01_closed agreement.pdf

Signatures

Marcelo Kenji Gomes Yanai
marcelo@incorporadorayanai.com.br
Signed



Rafael Zampol
rzampol@outlook.com
Signed



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I, Marina Viana Silva, telephone number 415 425-2508, mailing address P.O. Box 90487, San Diego, CA 92169, certify that I have performed the professional translation of this document from Portuguese to English, as a qualified translator fluent in both languages, and that the following is an accurate and complete translation of the document.

Marina Viana **Date: May 25, 2026**

CONTRATO DE GESTÃO DE OBRA

Nº 05-2025

Pelo presente *Contrato de Gestão de Obra* ("Contrato"), que se regerá pelas estipulações constantes nas cláusulas seguintes, tendo como Partes:

RAFAEL ZAMPOL LOBERTO, brasileiro, solteiro, engenheiro, portador da cédula de identidade RG nº 24.190.348 SSP/SP, inscrito no CPF/MF nº 259.290.328-31, residente na Av Mofarrej 1130 - 204 L, cidade de São Paulo, Estado de São Paulo, doravante denominada simplesmente **CONTRATANTE**; e,

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA., pessoa jurídica de direito privado inscrita no CNPJ/MF nº. 52.132.442/0001-95, com sede na Rua Doutor Clemente Holtman Junior Nº 347, Sala 37, 3º andar, Condomínio Edifício Liberal Center I, Bairro Frazatto, na cidade de Jaguariúna, Estado de São Paulo, CEP 13911-082, neste ato representada por seu sócio e administrador **Marcelo Kenji Gomes Yanai**, brasileiro, casado, engenheiro civil, portador da cédula de identidade RG nº 25.131.905-2 SSP/SP, inscrito no CPF/MF nº 297.831.088-08, doravante denominada apenas **GESTORA.**

Todos também denominados, individualmente, como Parte e, em conjunto, como Partes.

Considerando que:

a. A **CONTRATANTE** é legítima detentora dos direitos de posse e propriedade do terreno, situado na Rua 01 e Rua 04, no Residencial Vale dos Vinhos – Tamboré Jundiaí – Jundiaí/SP, identificado sob lote nº. **14** da quadra **G**, com área de **1.156,13** m² ("**Imóvel**");

b. A **CONTRATANTE** pretende construir sobre o Imóvel, uma casa assobradada com área de **818,66m²** e piscinas com área de **66,64m²**, cujo projeto arquitetônico encontra-se aprovado na Prefeitura do Município de Jundiaí;

c. A **CONTRATANTE** tem interesse em contratar a **GESTORA** para auxiliar no planejamento e administrar todos os atos de construção civil necessários para a edificação do Imóvel;

d. A **GESTORA** declara deter expertise na execução dos serviços objeto do presente Contrato;

RESOLVEM as Partes celebrar o presente Contrato, sendo certo que todos os termos iniciados em letra maiúscula, seja no singular ou no plural deverão ter os significados a eles aqui atribuídos:

I – DO OBJETO

1. A **CONTRATANTE**, neste ato, contrata a **GESTORA** para a prestação de serviços de gestão de obra, conforme as atribuições descritas abaixo e detalhadas na proposta comercial anexa, que passa a fazer parte integrante e indissociável do presente Contrato, na forma de **Anexo I**. Ressalta-se que a **GESTORA** é responsável pela supervisão, coordenação e controle das atividades de execução da obra, mas não pela garantia dos serviços e materiais fornecidos por terceiros contratados diretamente pela **CONTRATANTE**, ainda que por intermédio da **GESTORA**.

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Da **GESTORA**: joao@incorporadorayanai.com.br e marcelo@incorporadorayanai.com.br

16.14 Todas as alterações de projetos deverão, obrigatoriamente, ser encaminhadas a **GESTORA** através do seguinte e-mail: projetos@incorporadorayanai.com.br, sob pena de serem desconsiderados para fins de administração da obra.

16.15 As interlocuções entre **GESTORA** e **CONTRATANTE** somente serão consideradas válidas se realizadas através dos canais oficiais disponibilizados pela **GESTORA** e indicados neste Contrato, sendo desconsiderados quaisquer acordos verbais e/ou por escrito realizados em canal não autorizado, ainda que realizado com quaisquer contratados e/ou subcontratados da **GESTORA**.

16.16 A **CONTRATANTE** autoriza a **GESTORA** a utilizar imagens da construção ou de projetos, imagens 3D ou vídeos da obra de forma a divulgar seu trabalho em redes sociais, portifólios, assim como levar potenciais clientes à obra.

16.17 As Partes convencionam, com fundamento no disposto na Medida Provisória nº 2.200-2, de 24 de agosto de 2001, que este Contrato poderá ser assinado eletronicamente mediante o uso de ferramenta estabelecida pela **GESTORA**, a qual, enviada ao e-mail do **CONTRATANTE**, por este fornecido e reconhecidamente com acesso somente mediante senha pessoal e intransferível, permitindo-lhe assinar e gerar a versão impressa do Contrato, dispensada a assinatura de duas testemunhas, nos termos do §4º, do artigo 784, do Código de Processo Civil. Os efeitos deste Contrato terão início a partir da confirmação de recebimento pela plataforma de assinaturas da conclusão das assinaturas digitais, sendo a data da última assinatura registrada a data de início de vigência deste.

16.18 As Partes elegem o foro da cidade de Jaguariúna, Estado de São Paulo, para dirimir eventuais questões controversas surgidas em face deste Contrato, excluindo-se qualquer outro, por mais privilegiado que seja.

E, por estarem justos e convencionados, firmam o presente Contrato em 02 (duas) vias de igual teor e forma na presença das testemunhas abaixo apontadas, se assinado fisicamente; e, em via única se digital, dispensando-se as testemunhas.

Jaguariúna, data da última assinatura digital.

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RAFAEL ZAMPOL LOBERTO
- CONTRATANTE -

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Assinado
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YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA.
- GESTORA -

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Anexo: Proposta - Administracao - Casa Rafael Tambore Jundiai_R01_acordo fechado.pdf

Assinaturas

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marcelo@incorporadorayanai.com.br
Assinou



Rafael Zampol
rzampol@outlook.com
Assinou



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CONSTRUCTION MANAGEMENT AGREEMENT

No. 06-2025

By means of this *Construction Management Agreement* ("Agreement"), which shall be governed by the terms and conditions set forth in the following clauses, the following Parties:

MARCIO FIN GOSSNER, Brazilian, married, zootechnician, holder of Identity Card ID No. 6072438 SESP/PR, enrolled with CPF/MF under No. 042.111.509-28; and **PAULA LEAL FIN**, Brazilian, married, zootechnician, holder of Identity Card ID No. FZ480451 PF/DF, enrolled with CPF/MF under No. 056.162.699-30, both residing at Las Mesetas Condominium, house 61, La Guácima, Alajuela, Costa Rica, hereinafter simply referred to as the **CONTRACTING PARTY**; and,

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA., a private legal entity enrolled with the CNPJ/MF under No. 52.132.442/0001-95, with registered office at Rua Doutor Clemente Holtman Junior No. 347, Room 37, 3rd Floor, Liberal Center I Building Condominium, Frazatto Neighborhood, in the city of Jaguariúna, State of São Paulo, ZIP Code 13911-082, herein represented by its partner and manager **Marcelo Kenji Gomes Yanai**, Brazilian, married, civil engineer, bearer of Identity Card ID No. 25.131.905-2 SSP/SP, enrolled with the CPF/MF under No. 297.831.088-08, hereinafter referred to simply as the **MANAGER**.

All are also individually referred to as a Party and jointly as the Parties.

1

Whereas:

a. The **CONTRACTING PARTY** is the lawful holder of the possession and ownership rights to the land located on Rua Vitória Régia, in the Reserva Santa Izabel Subdivision – Jaguariúna/SP, identified as Lot No. **03** of Block **C**, with an area of 476.46 m² ("**Property**");

b. The **CONTRACTING PARTY** intends to build on the Property a two-story residence with an area of **340.50 m²**, whose architectural design has been approved by the Jaguariúna City Hall;

c. The **CONTRACTING PARTY** has an interest in hiring the **MANAGER** to assist in the planning and administration of all civil construction acts necessary for the construction on the Property;

d. The **MANAGER** declares that it possesses expertise in performing the services contemplated under this Agreement;

The Parties hereby **RESOLVE** to execute this Agreement, and all terms initiated with capital letters, whether in the singular or plural form, shall have the meanings attributed to them herein:

I – OBJECT

1. The **CONTRACTING PARTY** hereby engages the **MANAGER** to provide construction management services, in accordance with the responsibilities described below and detailed in

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of the Agreement, with the signatures of two witnesses being waived pursuant to paragraph 4 of Article 784 of the Brazilian Code of Civil Procedure. The effects of this Agreement shall commence upon confirmation by the signature platform of the completion of the digital signatures, and the date of the last registered signature shall be deemed the effective date hereof.

16.17 The Parties elect the courts of the city of Jaguariúna, State of São Paulo, as the exclusive venue to settle any disputes arising out of or related to this Agreement, expressly waiving any other jurisdiction, however privileged it may be.

And, being fair and agreed, the Parties execute this Agreement in 02 (two) counterparts of equal content and form in the presence of the witnesses identified below, if physically signed; and, if digitally executed, in a single electronic counterpart, with witnesses being waived.

Jaguariúna, on the date of the last digital signature.

marcio_fin@hotmail.com
Signed
Marcio Fin Gossner
D4Sign

MARCIO FIN GOSSNER
- CONTRACTING PARTY -

paulacarvalholeal@gmail.com
Signed
Paula Leal
D4Sign

PAULA LEAL FIN
- CONTRACTING PARTY -

marcelo@incorporadorayanai.com.br
Signed
D4Sign

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES
- MANAGER -

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Attachment: Proposal – Management – Paula and Marcio House_R01.pdf

Signatures

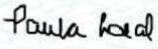
Marcelo Kenji Gomes Yanai
marcelo@incorporadorayanai.com.br
Signed



Marcio Fin Gossner
marcio_fin@hotmail.com
Signed



Paula Leal Fin
paulacarvalholeal@gmail.com
Signed



Document Events

Sep 24, 2025, 10:24:59 AM
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PAULA LEAL FIN **Signed** - Email: paulacarvalholeal@gmail.com - IP: 186.151.104.92 (186.151.104.92 port: 60848) - Geolocation: 18.388430786494784 -65.72065039322332 - Identification document provided: 056.162.669-30 - DATE_ATOM:2025-09-28T4:59:26 PM-06:00

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I, Marina Viana Silva, telephone number 415 425-2508, mailing address P.O. Box 90487, San Diego, CA 92169, certify that I have performed the professional translation of this document from Portuguese to English, as a qualified translator fluent in both languages, and that the following is an accurate and complete translation of the document.

Marina Viana **Date: May 25, 2026**

CONTRATO DE GESTÃO DE OBRA

Nº 06-2025

Pelo presente *Contrato de Gestão de Obra* ("Contrato"), que se regerá pelas estipulações constantes nas cláusulas seguintes, tendo como Partes:

MARCIO FIN GOSSNER, brasileiro, casado, zootecnista, portador da cédula de identidade RG nº 6072438 SESP PR, inscrito no CPF/MF nº 042.111.509-28; e **PAULA LEAL FIN**, brasileira, casada, zootecnista, portadora da cédula de identidade RG nº FZ480451 PF DF, inscrita no CPF/MF nº 056.162.699-30, ambos residentes no Condomínio Las Mesetas, casa 61 – La Guacima – Alajuela – Costa Rica, doravante denominada simplesmente **CONTRATANTE**; e,

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA., pessoa jurídica de direito privado inscrita no CNPJ/MF nº. 52.132.442/0001-95, com sede na Rua Doutor Clemente Holtman Junior Nº 347, Sala 37, 3º andar, Condomínio Edifício Liberal Center I, Bairro Frazatto, na cidade de Jaguariúna, Estado de São Paulo, CEP 13911-082, neste ato representada por seu sócio e administrador **Marcelo Kenji Gomes Yanai**, brasileiro, casado, engenheiro civil, portador da cédula de identidade RG nº 25.131.905-2 SSP/SP, inscrito no CPF/MF nº 297.831.088-08, doravante denominada apenas **GESTORA.**

Todos também denominados, individualmente, como Parte e, em conjunto, como Partes.

Considerando que:

1

a. A **CONTRATANTE** é legítima detentora dos direitos de posse e propriedade do terreno, situado na Rua Vitória Régia, no Loteamento Reserva Santa Izabel – Jaguariúna/SP, identificado sob lote nº. **03** da quadra **C**, com área de 476,46 m² ("**Imóvel**");

b. A **CONTRATANTE** pretende construir sobre o Imóvel, uma casa assobradada com área de **340,50 m²**, cujo projeto arquitetônico encontra-se aprovado na Prefeitura do Município de Jaguariúna;

c. A **CONTRATANTE** tem interesse em contratar a **GESTORA** para auxiliar no planejamento e administrar todos os atos de construção civil necessários para a edificação do Imóvel;

d. A **GESTORA** declara deter expertise na execução dos serviços objeto do presente Contrato;

RESOLVEM as Partes celebrar o presente Contrato, sendo certo que todos os termos iniciados em letra maiúscula, seja no singular ou no plural deverão ter os significados a eles aqui atribuídos:

I – DO OBJETO

1. A **CONTRATANTE**, neste ato, contrata a **GESTORA** para a prestação de serviços de gestão de obra, conforme as atribuições descritas abaixo e detalhadas na

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do Contrato, dispensada a assinatura de duas testemunhas, nos termos do §4º, do artigo 784, do Código de Processo Civil. Os efeitos deste Contrato terão início a partir da confirmação de recebimento pela plataforma de assinaturas da conclusão das assinaturas digitais, sendo a data da última assinatura registrada a data de início de vigência deste.

16.17 As Partes elegem o foro da cidade de Jaguariúna, Estado de São Paulo, para dirimir eventuais questões controversas surgidas em face deste Contrato, excluindo-se qualquer outro, por mais privilegiado que seja.

E, por estarem justos e convencionados, firmam o presente Contrato em 02 (duas) vias de igual teor e forma na presença das testemunhas abaixo apontadas, se assinado fisicamente; e, em via única se digital, dispensando-se as testemunhas.

Jaguariúna, data da última assinatura digital.

marcio_fin@hotmail.com
Assinado
Marcio Fin Gossner
D4Sign

MARCIO FIN GOSSNER
- CONTRATANTE -

paulacarvalholeal@gmail.com
Assinado
Paula Leal
D4Sign

PAULA LEAL FIN
- CONTRATANTE -

marcelo@incorporadorayanai.com.br
Assinado
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YANAI GESTÃO DE OBRAS E CONSTRUÇÕES
- GESTORA -

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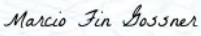
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Assinaturas

Marcelo Kenji Gomes Yanai
marcelo@incorporadorayanai.com.br
Assinou



Marcio Fin Gossner
marcio_fin@hotmail.com
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Paula Leal Fin
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CONSTRUCTION MANAGEMENT AGREEMENT

No. 04-2025

By means of this *Construction Management Agreement* ("Agreement"), which shall be governed by the terms and conditions set forth in the following clauses, the following Parties:

RAFAEL MOREIRA SILVA, Brazilian, married, bank employee, holder of Identity Card ID No. 45.339.007 SSP/SP, enrolled with CPF/MF under No. 338.818.348-18; and **LETICIA GALVÃO SILVA**, Brazilian, married, bank employee, holder of Identity Card ID No. 37.672.319 SSP/SP, enrolled with CPF/MF under No. 410.112.348-90, both residing at Rua Osvaldo Hoffmann, 870, Real Park, Sumaré/SP, hereinafter simply referred to as the **CONTRACTING PARTY**; and,

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA., a private legal entity enrolled with the CNPJ/MF under No. 52.132.442/0001-95, with registered office at Rua Doutor Clemente Holtman Junior No. 347, Room 37, 3rd Floor, Liberal Center I Building Condominium, Frazatto Neighborhood, in the city of Jaguariúna, State of São Paulo, ZIP Code 13911-082, herein represented by its partner and manager **Marcelo Kenji Gomes Yanai**, Brazilian, married, civil engineer, bearer of Identity Card ID No. 25.131.905-2 SSP/SP, enrolled with the CPF/MF under No. 297.831.088-08, hereinafter referred to simply as the **MANAGER**.

All are also individually referred to as a Party and jointly as the Parties.

Whereas:

a. The **CONTRACTING PARTY** is negotiating the acquisition of the land located on Rua Serra da Bocaina, in the Campo Camanducaia Residential – Jaguariúna/SP, identified as Lot No. **02** of Block **M**, with an area of **510.00 m²** ("**Property**");

b. The **CONTRACTING PARTY** intends to build on the Property a single-story residence with an approximate area of **200.00 m²**, whose architectural design shall be developed based on the acquisition of the above-mentioned Property;

c. The **CONTRACTING PARTY** has an interest in hiring the **MANAGER** to assist in the planning and administration of all civil construction acts necessary for the construction on the Property;

d. The **MANAGER** declares that it possesses expertise in performing the services contemplated under this Agreement;

The Parties hereby **RESOLVE** to execute this Agreement, and all terms initiated with capital letters, whether in the singular or plural form, shall have the meanings attributed to them herein:

I – PURPOSE

The **CONTRACTING PARTY** hereby retains the **MANAGER** to provide construction management services, in accordance with the duties described below and detailed in the attached commercial proposal, which becomes an integral and inseparable part of this Agreement, as **Annex I**. It is emphasized that the **MANAGER** is responsible for the supervision, coordination, and control of the construction execution activities, but not for guaranteeing the services and materials supplied by third parties directly contracted by the CONTRACTING PARTY, even if through the **MANAGER**.

Services to be provided:

a) Preparation of a parametric study based on the architectural design;
b) Preparation of the physical-financial schedule;

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And in witness whereof, the Parties execute this Agreement by means of digital signature, with full legal validity, pursuant to the applicable legislation, so that it may produce its intended legal effects, dispensing with the need for physical counterparts or witnesses.

Jaguariúna, August 14, 2025.

rafas2050@hotmail.com
Signed
D4Sign

RAFAEL MOREIRA SILVA
- CONTRACTING PARTY -

lgalvaocmc@hotmail.com
Signed
D4Sign

LETICIA GALVÃO SILVA
- CONTRACTING PARTY -

marcelo@incorporadorayanai.com.br
Signed
D4Sign

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA.
- MANAGER -

Witnesses:

joao@incorporadorayanai.com.br
Signed
João Miguel Carpinetti Ferrão
D4Sign

- WITNESS 1 -

nilson@incorporadorayanai.com.br
Signed
Nilson Junior
D4Sign

- WITNESS 2 -

Contracting Party:	Manager:	Witness 1:	Witness 2:

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Signatures

Rafael Moreira Silva
rafas2050@hotmail.com
Signed



Marcelo Kenji Gomes Yanai
marcelo@incorporadorayanai.com.br
Signed

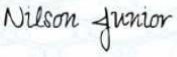


Leticia Galvão Silva
lgalvaocmc@hotmail.com
Signed



João Miguel Carpinetti Ferrão
joao@incorporadorayanai.com.br
Signed as witness

Nilson Severino da Silva Junior
nilson@incorporadorayanai.com.br
Signed as witness



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LETICIA GALVÃO SILVA **Signed** - Email: lgalvaocmc@hotmail.com - IP: 179.125.134.187 (179-125-134-187.dynamic.desktop.com.br port: 50384) - Identification document provided: 410.112.348-90 - DATE_ATOM: 2025-08-17T7:45:30 PM-03:00

Aug 18, 2025, 09:55:53 AM
JOÃO MIGUEL CARPINETTI FERRÃO **Signed as witness** - Email: joao@incorporadorayanai.com.br - IP: 200.236.195.253 (200-236-195-253.shared.desktop.com.br port: 10248) - Geolocation: -22.702010651226985 -46.99274194926817 - Identification document provided: 350.371.828-16 - DATE_ATOM: 2025-08-18T09:55:53 AM-03:00

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NILSON SEVERINO DA SILVA JUNIOR **Signed as witness** - Email: nilson@incorporadorayanai.com.br - IP: 187.43.216.51 (187.43.216.51 port: 36620) - Geolocation: -22.6669857 -46.9641726 - Identification document provided: 349.533.278-29 - DATE_ATOM: 2025-08-18T10:21:51 AM-03:00

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Electronic and handwritten signatures have equal legal validity pursuant to **Provisional Measure No. 2.200-2/2001** and Law No. **14.063/2020.**

I, Marina Viana Silva, telephone number 415 425-2508, mailing address P.O. Box 90487, San Diego, CA 92169, certify that I have performed the professional translation of this document from Portuguese to English, as a qualified translator fluent in both languages, and that the following is an accurate and complete translation of the document.

Marina Viana

_____ **Date: May 25, 2026**

CONTRATO DE GESTÃO DE OBRA

Nº 04-2025

Pelo presente *Contrato de Gestão de Obra* ("Contrato"), que se regerá pelas estipulações constantes nas cláusulas seguintes, tendo como Partes:

RAFAEL MOREIRA SILVA, brasileiro, casado, bancário, portadora da cédula de indentidade RG nº 45339007 SSP/SP, inscrita no CPF/MF nº 338.818.348-18 e **LETICIA GALVÃO SILVA**, brasileira, casada, bancária, portador da cédula de identidade RG nº 37672319 SSP/SP, inscrito no CPF/MF nº 41011234890, ambos residentes na Rua OsvaldoHoffmann, 870 Real Park, Sumaré SP, doravante denominada simplesmente CONTRATANTE; e,

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA., pessoa jurídica de direito privado inscrita no CNPJ/MF nº. 52.132.442/0001-95, com sede na Rua Doutor Clemente Holtman Junior Nº 347, Sala 37, 3º andar, Condomínio Edifício Liberal Center I, Bairro Frazatto, na cidade de Jaguariúna, Estado de São Paulo, CEP 13911-082, neste ato representada por seu sócio e administrador **Marcelo Kenji Gomes Yanai**, brasileiro, casado, engenheiro civil, portador da cédula de identidade RG nº 25.131.905-2 SSP/SP, inscrito no CPF/MF nº 297.831.088-08, doravante denominada apenas **GESTORA.**

Todos também denominados, individualmente, como Parte e, em conjunto, como Partes.

Considerando que:

a. A **CONTRATANTE** é está em negociação de aquisição de terreno, situado na Rua Serra da Bocaina, no Residencial Campo Camanducaia – Jaguariúna/SP, identificado sob lote nº. **02** da quadra **M**, com área de **510,00** m² ("**Imóvel**");

b. A **CONTRATANTE** pretende construir sobre o Imóvel, uma casa térrea com área de aproximadamente **200,00**m², cujo projeto arquitetônico será desenvolvido com base na aquisição do Imóvel supracitado;

c. A **CONTRATANTE** tem interesse em contratar a **GESTORA** para auxiliar no planejamento e administrar todos os atos de construção civil necessários para a edificação do Imóvel;

d. A **GESTORA** declara deter expertise na execução dos serviços objeto do presente Contrato;

RESOLVEM as Partes celebrar o presente Contrato, sendo certo que todos os termos iniciados em letra maiúscula, seja no singular ou no plural deverão ter os significados a eles aqui atribuídos:

I – DO OBJETO

1. A **CONTRATANTE**, neste ato, contrata a **GESTORA** para a prestação de serviços de gestão de obra, conforme as atribuições descritas abaixo e detalhadas na proposta comercial anexa, que passa a fazer parte integrante e indissociável do presente Contrato, na forma de **Anexo I**. Ressalta-se que a **GESTORA** é responsável pela supervisão, coordenação e controle das atividades de execução da obra, mas não pela garantia dos serviços e materiais fornecidos por terceiros contratados diretamente pela **CONTRATANTE**, ainda que por intermédio da **GESTORA**.

   Serviços a serem prestados:

   a) Elaboração de estudo paramétrico baseado no projeto arquitetônico;
   b) Elaboração de cronograma físico-financeiro;

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E, por estarem justas e contratadas, as partes firmam o presente contrato por meio de assinatura digital, com plena validade jurídica, nos termos da legislação vigente, para que produza os efeitos legais almejados, dispensando-se a necessidade de vias físicas ou testemunhas.

Jaguariúna, 14 de agosto de 2025.

rafas2050@hotmail.com
Assinado
D4Sign

RAFAEL MOREIRA SILVA
- CONTRATANTE -

lgalvaocmc@hotmail.com
Assinado
D4Sign

LETICIA GALVÃO SILVA
- CONTRATANTE -

marcelo@incorporadorayanai.com.br
Assinado
D4Sign

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA.
- GESTORA -

Testemunhas:

joao@incorporadorayanai.com.br
Assinado
João Miguel Carpinetti Ferrão
D4Sign

- TESTEMUNHA 1 -

nilson@incorporadorayanai.com.br
Assinado
Nilson Junior
D4Sign

- TESTEMUNHA 2 -

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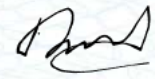
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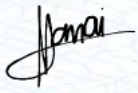
Anexo: Proposta - Administracao - Casa Leticia e Rafael_R00.pdf

Assinaturas

Rafael Moreira Silva
rafas2050@hotmail.com
Assinou



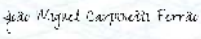
Marcelo Kenji Gomes Yanai
marcelo@incorporadorayanai.com.br
Assinou



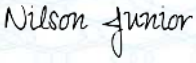
Leticia Galvão Silva
lgalvaocmc@hotmail.com
Assinou



João Miguel Carpinetti Ferrão
joao@incorporadorayanai.com.br
Assinou como testemunha



Nilson Severino da Silva Junior
nilson@incorporadorayanai.com.br
Assinou como testemunha



Eventos do documento

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CONSTRUCTION MANAGEMENT AGREEMENT

No. 02-2025

By means of this *Construction Management Agreement* ("Agreement"), which shall be governed by the terms and conditions set forth in the following clauses, the following Parties:

DÉBORA MOREIRA MATOS, Brazilian, single, institutional manager, holder of Identity Card ID No. 17.568.745 SSP/SP, enrolled with CPF/MF under No. 107.935.998-22; and **LUIS OTÁVIO BUCK BERTAIA**, Brazilian, divorced, dental surgeon and Bachelor of Laws, holder of Identity Card ID No. 17.207.931 SSP/SP, enrolled with CPF/MF under No. 115.453.468-52, both residing at Rua Vicente Torregrossa, 181, Jardim Garcia, Campinas/SP, hereinafter simply referred to as the **CONTRACTING PARTY**; and,

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA., a private legal entity enrolled with the CNPJ/MF under No. 52.132.442/0001-95, with registered office at Rua Doutor Clemente Holtman Junior No. 347, Room 37, 3rd Floor, Liberal Center I Building Condominium, Frazatto Neighborhood, in the city of Jaguariúna, State of São Paulo, ZIP Code 13911-082, herein represented by its partner and manager **Marcelo Kenji Gomes Yanai**, Brazilian, married, civil engineer, bearer of Identity Card ID No. 25.131.905-2 SSP/SP, enrolled with the CPF/MF under No. 297.831.088-08, hereinafter referred to simply as the **MANAGER**.

All are also individually referred to as a Party and jointly as the Parties.

Whereas:

a. The **CONTRACTING PARTY** is the lawful holder of the possession and ownership rights to the land located on Rua Marinho de Fernando de Noronha, identified as Lot No. **13** of Block **V**, with an area of 510.00 m² ("**Property**");

b. The **CONTRACTING PARTY** intends to build on the Property a single-story residence with an approximate area of **165.00 m²**, whose architectural design is currently under development;

c. The **CONTRACTING PARTY** has an interest in hiring the **MANAGER** to assist in the planning and administration of all civil construction acts necessary for the construction on the Property;

d. The **MANAGER** declares that it possesses expertise in performing the services contemplated under this Agreement;

The Parties hereby **RESOLVE** to execute this Agreement, and all terms initiated with capital letters, whether in the singular or plural form, shall have the meanings attributed to them herein:

I – PURPOSE

The **CONTRACTING PARTY** hereby retains the **MANAGER** to provide construction management services, in accordance with the duties described below and detailed in the attached commercial proposal, which becomes an integral and inseparable part of this Agreement, as **Annex I**. It is emphasized that the **MANAGER** is responsible for the supervision, coordination, and control of the construction execution activities, but not for guaranteeing the services and materials supplied by third parties directly contracted by the **CONTRACTING PARTY**, even if through the **MANAGER**.

Services to be provided:

a) Technical supervision of the construction execution (including the photovoltaic energy system and water heating system)

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15.11 The Parties undertake to keep the respective addresses set forth in this Agreement updated, under penalty of any notice sent thereto being deemed duly delivered.

15.12 All communications and notices relating to this Agreement shall be made in writing and shall be deemed delivered upon express acknowledgment of receipt, to the addresses set forth herein, or through the following e-mail addresses:

Of the **CONTRACTING PARTY**: debora_mmatos@hotmail.com and buckbertaia@gmail.com
Of the **MANAGER**: marcelo@incorporadorayanai.com.br

16.13 Any project modifications must mandatorily be forwarded to the **MANAGER** through the following e-mail address: projetos@incorporadorayanai.com.br, otherwise, they shall be disregarded for purposes of construction management.

16.14 Communications between the **MANAGER** and the **CONTRACTING PARTY** shall only be deemed valid if carried out through the official channels made available by the **MANAGER** and indicated in this Agreement, and any verbal and/or written agreements made through unauthorized channels shall be disregarded, even if conducted with any contractors and/or subcontractors of the **MANAGER**.

16.15 The **CONTRACTING PARTY** authorizes the **MANAGER** to use images of the construction, projects, 3D renderings, or videos of the worksite for the purpose of promoting its services on social media, portfolios, as well as bringing potential clients to the worksite.

16.16 The Parties acknowledge the truthfulness, authenticity, integrity, validity, and enforceability of this Agreement if executed in electronic format, pursuant to Article 219 of the Brazilian Civil Code; and likewise acknowledge the electronic signatures affixed hereto, executed electronically pursuant to Provisional Measure No. 2,220-2, dated August 24, 2001 (“MP No. 2,220-2”).

16.17 The Parties elect the courts of the city of Jaguariúna, State of São Paulo, as the exclusive venue to settle any disputes arising out of or related to this Agreement, expressly waiving any other jurisdiction, however privileged it may be.

And, being fair and agreed, the Parties execute this Agreement by means of a digital signature, with full legal validity, pursuant to the applicable legislation, so that it may produce its intended legal effects, dispensing with the need for physical counterparts or witnesses.

Jaguariúna, April 15, 2025.

buckbertaia@gmail.com
Signed
D4Sign

LUIS OTÁVIO BUCK BERTAIA
- CONTRACTING PARTY -

marcelo@incorporadorayanai.com.br
DEBORA MOREIRA MATOS
Signed
D4Sign
- CONTRACTING PARTY -

marcelo@incorporadorayanai.com.br
Signed
D4Sign

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA.
- MANAGER -

Contracting Party:	Manager:	Witness 1:	Witness 2:

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Document signed electronically, according to MP 2.200-2/01, Art. 10º, §2. Brazil

Witnesses:

michael@incorporadorayanai.com.br
Signed
Michael Rebouças
D4Sign

JOÃO MIGUEL CARPINETTI FERRÃO

- WITNESS 1 -

MICHAEL REBOUÇAS

- WITNESS 2 -

Contracting Party:	Manager:	Witness 1:	Witness 2:

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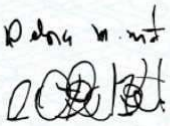
Signatures

Marcelo Kenji Gomes Yanai
marcelo@incorporadorayanai.com.br
Signed



Débora Moreira Matos
debora_mmatos@hotmail.com
Signed

Luís Otávio Buck Bertaia
buckbertaia@gmail.com
Signed



joao@incorporadorayanai.com.br
Signed as witness

Michael Rebouças
michael@incorporadorayanai.com.br
Signed as witness

Michael Rebouças

Document Events

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MICHAEL REBOUÇAS **Signed as witness** - Email: michael@incorporadorayanai.com.br - IP: 201.43.25.198 (201-43-25-198.dsl.telesp.net.br port: 27162) - Geolocation: -22.68998043787788 -46.98573121600786 - Identification document provided: 409.882.188-52 - DATE_ATOM: 2025-04-15T7:28:30 PM-03:00

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I, Marina Viana Silva, telephone number 415 425-2508, mailing address P.O. Box 90487, San Diego, CA 92169, certify that I have performed the professional translation of this document from Portuguese to English, as a qualified translator fluent in both languages, and that the following is an accurate and complete translation of the document.

Marina Viana

Date: May 26, 2026

CONTRATO DE GESTÃO DE OBRA

Nº 02-2025

Pelo presente *Contrato de Gestão de Obra* ("Contrato"), que se regerá pelas estipulações constantes nas cláusulas seguintes, tendo como Partes:

DÉBORA MOREIRA MATOS, brasileira, solteira, gerente institucional, portadora da cédula de indentidade RG nº 17.568.745 SSP/SP, inscrita no CPF/MF nº 107.935.998-22 e **LUIS OTÁVIO BUCK BERTAIA,** brasileiro, divorciado, cirurgião-dentista e bacharel em direito, portador da cédula de indentidade RG nº 17.207.931 SSP/SP, inscrito no CPF/MF nº 115.453.468-52, ambos residentes na Rua Vicente Torregrossa, 181, Jardim Garcia, Campinas/SP, doravante denominada simplesmente **CONTRATANTE;** e,

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA., pessoa jurídica de direito privado inscrita no CNPJ/MF nº. 52.132.442/0001-95, com sede na Rua Doutor Clemente Holtman Junior Nº 347, Sala 37, 3º andar, Condomínio Edifício Liberal Center I, Bairro Frazatto, na cidade de Jaguariúna, Estado de São Paulo, CEP 13911-082, neste ato representada por seu sócio e administrador **Marcelo Kenji Gomes Yanai**, brasileiro, casado, engenheiro civil, portador da cédula de identidade RG nº 25.131.905-2 SSP/SP, inscrito no CPF/MF nº 297.831.088-08, doravante denominada apenas **GESTORA.**

Todos também denominados, individualmente, como Parte e, em conjunto, como Partes.

Considerando que:

a. A **CONTRATANTE** é legítima detentora dos direitos de posse e propriedade do terreno, situado na Rua Marinho de Fernando de Noronha, identificado sob lote nº. **13** da quadra **V**, com área de 510,00 m² ("**Imóvel**");

b. A **CONTRATANTE** pretende construir sobre o Imóvel, uma casa térrea com área de aproximadamente **165,00m²**, cujo projeto arquitetônico encontra-se em desenvolvimento;

c. A **CONTRATANTE** tem interesse em contratar a **GESTORA** para auxiliar no planejamento e administrar todos os atos de construção civil necessários para a edificação do Imóvel;

d. A **GESTORA** declara deter expertise na execução dos serviços objeto do presente Contrato;

RESOLVEM as Partes celebrar o presente Contrato, sendo certo que todos os termos iniciados em letra maiúscula, seja no singular ou no plural deverão ter os significados a eles aqui atribuídos:

I – DO OBJETO

1. A **CONTRATANTE**, neste ato, contrata a **GESTORA** para a prestação de serviços de gestão de obra, conforme as atribuições descritas abaixo e detalhadas na proposta comercial anexa, que passa a fazer parte integrante e indissociável do presente Contrato, na forma de **Anexo I**. Ressalta-se que a **GESTORA** é responsável pela supervisão, coordenação e controle das atividades de execução da obra, mas não pela garantia dos serviços e materiais fornecidos por terceiros contratados diretamente pela **CONTRATANTE**, ainda que por intermédio da **GESTORA**.

   Serviços a serem prestados:

   a) Acompanhamento técnico da execução (inclusive do sistema de energia fotovoltaica e sistema de aquecimento de água)

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15.11 Obrigam-se as Partes a manter atualizados os respectivos endereços consignados neste Contrato, sob pena de considerar satisfeita qualquer notificação dirigida àqueles aqui retratados.

15.12 Todas as comunicações e notificações relativas a este Contrato serão efetuadas por escrito e consideradas entregues desde que haja confirmação expressa de recebimento, para os endereços constantes no presente Contrato, ou através dos seguintes e-mails:

Da **CONTRATANTE**: debora_mmatos@hotmail.com e buckbertaia@gmail.com
Da **GESTORA**: marcelo@incorporadorayanai.com.br

15.13 Todas as alterações de projetos deverão, obrigatoriamente, ser encaminhadas a **GESTORA** através do seguinte e-mail: projetos@incorporadorayanai.com.br, sob pena de serem desconsiderados para fins de administração da obra.

15.14 As interlocuções entre **GESTORA** e **CONTRATANTE** somente serão consideradas válidas se realizadas através dos canais oficiais disponibilizados pela **GESTORA** e indicados neste Contrato, sendo desconsiderados quaisquer acordos verbais e/ou por escrito realizados em canal não autorizado, ainda que realizado com quaisquer contratados e/ou subcontratados da **CONTRADADA**.

15.15 A **CONTRATANTE** autoriza a **GESTORA** a utilizar imagens da construção ou de projetos, assim como imagens 3D ou vídeos da obra de forma a divulgar seu trabalho em redes sociais, portifólios, etc.

15.16 As Partes reconhecem a veracidade, autenticidade, integridade, validade e eficácia deste Contrato caso ele seja assinado em formato eletrônico, nos termos do artigo 219 do Código Civil; e, da mesma forma, das assinaturas eletrônicas nele apostas, realizadas de forma eletrônica, nos termos da Medida Provisória nº 2.220-2, de 24 de agosto de 2001 (“MP nº 2.220-2”).

15.17 As Partes elegem o foro da cidade de Jaguariúna, Estado de São Paulo, para dirimir eventuais questões controversas surgidas em face deste Contrato, excluindo-se qualquer outro, por mais privilegiado que seja.

E, por estarem justas e contratadas, as partes firmam o presente contrato por meio de assinatura digital, com plena validade jurídica, nos termos da legislação vigente, para que produza os efeitos legais almejados, dispensando-se a necessidade de vias físicas ou testemunhas.

Jaguariúna, 15 de abril de 2025.

buckbertaia@gmail.com
Assinado
D4Sign

LUIS OTÁVIO BUCK BERTAIA
- CONTRATANTE -

marcelo@incorporadorayanai.com.br
Assinado
D4Sign

DEBORA MOREIRA MATOS
- CONTRATANTE -

marcelo@incorporadorayanai.com.br
Assinado
D4Sign

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA.
- GESTORA -

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Documento assinado eletronicamente, conforme MP 2.200-2/01, Art. 10º, §2.

Testemunhas:

michael@incorporadorayanai.com.br
Assinado
Michael Rebouças
D4Sign

JOÃO MIGUEL CARPINETTI FERRÃO

- TESTEMUNHA 1 -

MICHAEL REBOUÇAS

- TESTEMUNHA 2 -

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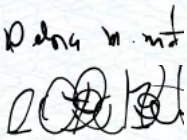
Anexo: Proposta - Administracao - Casa Debora e Luiz_R00.pdf

Assinaturas

Marcelo Kenji Gomes Yanai
marcelo@incorporadorayanai.com.br
Assinou



Débora Moreira Matos
debora_mmatos@hotmail.com
Assinou



Luís Otávio Buck Bertaia
buckbertaia@gmail.com
Assinou

joao@incorporadorayanai.com.br
Assinar como testemunha

Michael Rebouças
michael@incorporadorayanai.com.br
Assinou como testemunha



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MICHAEL REBOUÇAS **Assinou como testemunha** - Email: michael@incorporadorayanai.com.br - IP: 201.43.25.198 (201-43-25-198.dsl.telesp.net.br porta: 27162) - Geolocalização: -22.68998043787788 -46.98573121600786 - Documento de identificação informado: 409.882.188-52 - DATE_ATOM: 2025-04-15T19:28:30-03:00

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CONSTRUCTION MANAGEMENT AGREEMENT

No. 09-2024

By means of this *Construction Management Agreement* ("Agreement"), which shall be governed by the terms and conditions set forth in the following clauses, the following Parties:

FABIO MOREIRA DURAES, Brazilian, married, bank employee, holder of Identity Card ID No. 24.604.975 SSP/SP, enrolled with CPF/MF under No. 246.118.578-67, residing at Rua Sargento Luis de Morais, 605 - F13, Campinas/SP – ZIP Code 13045-135, hereinafter simply referred to as the **CONTRACTING PARTY**; and,

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA., a private legal entity enrolled with the CNPJ/MF under No. 52.132.442/0001-95, with registered office at Rua Doutor Clemente Holtman Junior No. 347, Room 37, 3rd Floor, Liberal Center I Building Condominium, Frazatto Neighborhood, in the city of Jaguariúna, State of São Paulo, ZIP Code 13911-082, herein represented by its partner and manager **Marcelo Kenji Gomes Yanai**, Brazilian, married, civil engineer, bearer of Identity Card ID No. 25.131.905-2 SSP/SP, enrolled with the CPF/MF under No. 297.831.088-08, hereinafter referred to simply as the **MANAGER**.

All are also individually referred to as a Party and jointly as the Parties.

Whereas:

a. The **CONTRACTING PARTY** is the lawful holder of the possession and ownership rights to the land located at Rua Giusepe Garibaldi Butignol, unnumbered, Recanto dos Passários II – Valinhos/SP – ZIP Code 13272-046, identified as Lot No. **26** of Block **G**, with an area of 301.00 m² ("**Property**");

b. The **CONTRACTING PARTY** intends to build on the Property a single-story residence with an area of **163.85 m²**, whose architectural design has been approved by the Valinhos City Hall;

c. The **CONTRACTING PARTY** has an interest in hiring the **MANAGER** to assist in the planning and administration of all civil construction acts necessary for the construction on the Property;

d. The **MANAGER** declares that it possesses expertise in performing the services contemplated under this Agreement;

The Parties hereby **RESOLVE** to execute this Agreement, and all terms initiated with capital letters, whether in the singular or plural form, shall have the meanings attributed to them herein:

I – PURPOSE

The **CONTRACTING PARTY** hereby retains the **MANAGER** to provide construction management services, in accordance with the duties described below and detailed in the attached commercial proposal, which becomes an integral and inseparable part of this Agreement, as **Annex I**. It is emphasized that the **MANAGER** is responsible for the supervision, coordination, and control of the construction execution activities, but not for guaranteeing the services and materials supplied by third parties directly contracted by the CONTRACTING PARTY, even if through the **MANAGER**.

Services to be provided, in the form of **Annex I**:

a) Daily technical supervision of the construction execution
b) Payment control
c) Monthly construction progress report
d) Monthly financial report

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Document signed electronically, according to MP 2.200-2/01, Art. 10, § 2. Brazil

Of the **CONTRACTING PARTY**: eufacamp@hotmail.com
Of the **MANAGER**: marcelo@incorporadorayanai.com.br

16.13 Any project modifications must mandatorily be forwarded to the **MANAGER** through the following e-mail address: projetos@incorporadorayanai.com.br, otherwise they shall be disregarded for purposes of construction management.

16.14 Communications between the **MANAGER** and the **CONTRACTING PARTY** shall only be deemed valid if carried out through the official channels made available by the **MANAGER** and indicated in this Agreement, and any verbal and/or written agreements made through unauthorized channels shall be disregarded, even if conducted with any contractors and/or subcontractors of the **MANAGER**.

16.15 The **CONTRACTING PARTY** authorizes the **MANAGER** to use images of the construction, projects, 3D renderings, or videos of the worksite for the purpose of promoting its services on social media, portfolios, as well as bringing potential clients to the worksite.

16.16 The Parties acknowledge the truthfulness, authenticity, integrity, validity, and enforceability of this Agreement if executed in electronic format, pursuant to Article 219 of the Brazilian Civil Code; and likewise acknowledge the electronic signatures affixed hereto, executed electronically pursuant to Provisional Measure No. 2,220-2, dated August 24, 2001 (“MP No. 2,220-2”).

16.17 The Parties elect the courts of the city of Jaguariúna, State of São Paulo, as the exclusive venue to settle any disputes arising out of or related to this Agreement, expressly waiving any other jurisdiction, however privileged it may be.

And, being fair and agreed, the Parties execute this Agreement by means of a digital signature, with full legal validity, pursuant to the applicable legislation, so that it may produce its intended legal effects, dispensing with the need for physical counterparts or witnesses.

Jaguariúna, December 23, 2024.

eufacamp@hotmail.com
Signed
D4Sign

FABIO MOREIRA DURAES
- CONTRACTING PARTY -

marcelo@incorporadorayanai.com.br
Signed
D4Sign

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA.
- MANAGER -

Witnesses:

joao@incorporadorayanai.com.br
Signed
João Miguel Carpinetti Ferrão
D4Sign

JOÃO MIGUEL CARPINETTI FERRÃO
ID: 34.010.104-0
CPF: 350.371.828-16
- WITNESS 1 -

eujuamp@hotmail.com
Signed
D4Sign

JULIANO RAFAEL PIRES DE GODOY
ID: 43.547.374
CPF: 325.330.008-09
- WITNESS 2 -

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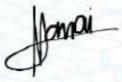
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Signatures

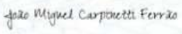
Marcelo Kenji Gomes Yanai
marcelo@incorporadorayanai.com.br
Signed



Fabio Moreira Duraes
eufacamp@hotmail.com
Signed



João Miguel Carpinetti Ferrão
joao@incorporadorayanai.com.br
Signed as witness



Juliano Rafael Pires de Godoy
eujuamp@hotmail.com
Signed as witness



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JOÃO MIGUEL CARPINETTI FERRÃO **Signed as witness** - Email: joao@incorporadorayanai.com.br - IP: 200.236.195.67 (200-236-195-67.shared.desktop.com.br port: 33470) - Identification document provided: 350.371.828-16 - DATE_ATOM: 2024-12-30T2:35:15 PM-03:00

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Integrity certified in accordance with the ICP-BRASIL standard.
Electronic and handwritten signatures have equal legal validity pursuant to **Provisional Measure No. 2.200-2/2001** and Law No. **14.063/2020.**

I, Marina Viana Silva, telephone number 415 425-2508, mailing address P.O. Box 90487, San Diego, CA 92169, certify that I have performed the professional translation of this document from Portuguese to English, as a qualified translator fluent in both languages, and that the following is an accurate and complete translation of the document.

Marina Viana

_____ **Date: May 26, 2026**

CONTRATO DE GESTÃO DE OBRA

Nº 09-2024

Pelo presente *Contrato de Gestão de Obra* ("Contrato"), que se regerá pelas estipulações constantes nas cláusulas seguintes, tendo como Partes:

FABIO MOREIRA DURAES, brasileiro, casado, bancário, portador da cédula de indentidade RG nº 24.604.975 SSP/SP, inscrito no CPF/MF nº 246.118.578-67 residente na Rua Sargento Luis de Morais, 605 - F13, Campinas/SP – CEP 13045-135, doravante denominada simplesmente **CONTRATANTE;** e,

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA., pessoa jurídica de direito privado inscrita no CNPJ/MF nº. 52.132.442/0001-95, com sede na Rua Doutor Clemente Holtman Junior Nº 347, Sala 37, 3º andar, Condomínio Edifício Liberal Center I, Bairro Frazatto, na cidade de Jaguariúna, Estado de São Paulo, CEP 13911-082, neste ato representada por seu sócio e administrador **Marcelo Kenji Gomes Yanai**, brasileiro, casado, engenheiro civil, portador da cédula de identidade RG nº 25.131.905-2 SSP/SP, inscrito no CPF/MF nº 297.831.088-08, doravante denominada apenas **GESTORA.**

Todos também denominados, individualmente, como Parte e, em conjunto, como Partes.

Considerando que:

a. A **CONTRATANTE** é legítima detentora dos direitos de posse e propriedade do terreno, situado na Rua Giusepe Garibaldi Butignol, s/n, Recanto dos Passários II – Valinhos/SP – CEP 13272-046, identificado sob lote nº. **26** da quadra **G**, com área de 301,00 m² ("**Imóvel**");

b. A **CONTRATANTE** pretende construir sobre o Imóvel, uma casa térrea com área de **163,85m²**, cujo projeto arquitetônico encontra-se aprovado na prefeitura de Valinhos;

c. A **CONTRATANTE** tem interesse em contratar a **GESTORA** para auxiliar no planejamento e administrar todos os atos de construção civil necessários para a edificação do Imóvel;

d. A **GESTORA** declara deter expertise na execução dos serviços objeto do presente Contrato;

RESOLVEM as Partes celebrar o presente Contrato, sendo certo que todos os termos iniciados em letra maiúscula, seja no singular ou no plural deverão ter os significados a eles aqui atribuídos:

I – DO OBJETO

1. A **CONTRATANTE**, neste ato, contrata a **GESTORA** para a prestação de serviços de gestão de obra, conforme as atribuições descritas abaixo e detalhadas na proposta comercial anexa, que passa a fazer parte integrante e indissociável do presente Contrato, na forma de **Anexo I**. Ressalta-se que a **GESTORA** é responsável pela supervisão, coordenação e controle das atividades de execução da obra, mas não pela garantia dos serviços e materiais fornecidos por terceiros contratados diretamente pela **CONTRATANTE**, ainda que por intermédio da **GESTORA**.

   Serviços a serem prestados, na forma de **Anexo I**:

   a) Acompanhamento técnico diário da execução
   b) Controle de pagamentos
   c) Relatório mensal de obras
   d) Relatório financeiro mensal

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Documento assinado eletronicamente, conforme MP 2.200-2/01, Art. 10º, §2.

Da **CONTRATANTE**: eufacamp@hotmail.com
Da **GESTORA**: marcelo@incorporadorayanai.com.br

15.13 Todas as alterações de projetos deverão, obrigatoriamente, ser encaminhadas a **GESTORA** através do seguinte e-mail: projetos@incorporadorayanai.com.br, sob pena de serem desconsiderados para fins de administração da obra.

15.14 As interlocuções entre **GESTORA** e **CONTRATANTE** somente serão consideradas válidas se realizadas através dos canais oficiais disponibilizados pela **GESTORA** e indicados neste Contrato, sendo desconsiderados quaisquer acordos verbais e/ou por escrito realizados em canal não autorizado, ainda que realizado com quaisquer contratados e/ou subcontratados da **CONTRADADA**.

15.15 A **CONTRATANTE** autoriza a **GESTORA** a utilizar imagens da construção ou de projetos, assim como imagens 3D ou vídeos da obra de forma a divulgar seu trabalho em redes sociais, portifólios, etc.

15.16 As Partes reconhecem a veracidade, autenticidade, integridade, validade e eficácia deste Contrato caso ele seja assinado em formato eletrônico, nos termos do artigo 219 do Código Civil; e, da mesma forma, das assinaturas eletrônicas nele apostas, realizadas de forma eletrônica, nos termos da Medida Provisória nº 2.220-2, de 24 de agosto de 2001 (“MP nº 2.220-2”).

15.17 As Partes elegem o foro da cidade de Jaguariúna, Estado de São Paulo, para dirimir eventuais questões controversas surgidas em face deste Contrato, excluindo-se qualquer outro, por mais privilegiado que seja.

E, por estarem justas e contratadas, as partes firmam o presente contrato por meio de assinatura digital, com plena validade jurídica, nos termos da legislação vigente, para que produza os efeitos legais almejados, dispensando-se a necessidade de vias físicas ou testemunhas.

Jaguariúna, 23 de dezembro de 2024.

eufacamp@hotmail.com
Assinado
D4Sign

FABIO MOREIRA DURAES
- CONTRATANTE -

marcelo@incorporadorayanai.com.br
Assinado
D4Sign

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA.
- GESTORA -

Testemunhas:

joao@incorporadorayanai.com.br
Assinado
João Miguel Carpinetti Ferrão
D4Sign

JOÃO MIGUEL CARPINETTI FERRÃO
Rg: 34.010.104-0
CPF: 350.371.828-16

- TESTEMUNHA 1 -

eujuamp@hotmail.com
Assinado
D4Sign

JULIANO RAFAEL PIRES DE GODOY
RG: 43.547.374
CPF: 325.330.008-09

- TESTEMUNHA 2 -

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PJ Contrato de Gestao de Obras - Fabio Moreira R01 pdf

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Anexo: Proposta - Gestao de Obra - Casa Fabio e Juliano_R02.pdf

Assinaturas

Marcelo Kenji Gomes Yanai
marcelo@incorporadorayanai.com.br
Assinou



Fabio Moreira Duraes
eufacamp@hotmail.com
Assinou



João Miguel Carpinetti Ferrão
joao@incorporadorayanai.com.br
Assinou como testemunha

Juliano Rafael Pires de Godoy
eujuamp@hotmail.com
Assinou como testemunha



Eventos do documento

23 Dec 2024, 18:51:37
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MARCELO KENJI GOMES YANAI **Assinou** (e9b90ca2-26a5-4173-927e-96042a8c2eb1) - Email: marcelo@incorporadorayanai.com.br - IP: 177.139.18.47 (177-139-18-47.dsl.telesp.net.br porta: 8690) - Geolocalização: -22.7016704 -46.989312 - Documento de identificação informado: 297.831.088-08 - DATE_ATOM: 2024-12-23T18:56:18-03:00

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FABIO MOREIRA DURAES **Assinou** - Email: eufacamp@hotmail.com - IP: 191.59.99.162 (191.59.99.162 porta: 34510) - Geolocalização: -22.9499862 -47.0362693 - Documento de identificação informado: 246.118.578-67 - DATE_ATOM: 2024-12-23T20:15:54-03:00

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JULIANO RAFAEL PIRES DE GODOY **Assinou como testemunha** - Email: eujuamp@hotmail.com - IP: 187.106.42.204 (bb6a2acc.virtua.com.br porta: 18282) - Documento de identificação informado: 325.330.008-09 - DATE_ATOM: 2024-12-23T20:18:30-03:00

30 Dec 2024, 14:35:15
JOÃO MIGUEL CARPINETTI FERRÃO **Assinou como testemunha** - Email: joao@incorporadorayanai.com.br - IP: 200.236.195.67 (200-236-195-67.shared.desktop.com.br porta: 33470) - Documento de identificação informado: 350.371.828-16 - DATE_ATOM: 2024-12-30T14:35:15-03:00

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Assinaturas eletrônicas e físicas têm igual validade legal, conforme **MP 2.200-2/2001** e **Lei 14.063/2020**.

CONSTRUCTION MANAGEMENT AGREEMENT

No. 07-2024

By means of this *Construction Management Agreement* ("Agreement"), which shall be governed by the terms and conditions set forth in the following clauses, the following Parties:

ROBERTO BASSI, Brazilian, single, business administrator, holder of Identity Card ID No. 19.115.876-8 SSP/SP, enrolled with CPF/MF under No. 086.636.088-37, residing at Rua Oswaldo Cruz, 195 – apartment 101 – Vila Independência – Valinhos/SP, hereinafter simply referred to as the **CONTRACTING PARTY**; and,

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA., a private legal entity enrolled with the CNPJ/MF under No. 52.132.442/0001-95, with registered office at Rua Doutor Clemente Holtman Junior No. 347, Room 37, 3rd Floor, Liberal Center I Building Condominium, Frazatto Neighborhood, in the city of Jaguariúna, State of São Paulo, ZIP Code 13911-082, herein represented by its partner and manager **Marcelo Kenji Gomes Yanai**, Brazilian, married, civil engineer, bearer of Identity Card ID No. 25.131.905-2 SSP/SP, enrolled with the CPF/MF under No. 297.831.088-08, hereinafter referred to simply as the **CONTRACTED PARTY**.

All are also individually referred to as a Party and jointly as the Parties.

1

Whereas:

a. The **CONTRACTING PARTY** is the lawful holder of the possession and ownership rights to the land, even if encumbered, located at Alameda Hípica, identified as Lot No. **18** of Block **08**, situated in the **Haras Patente Residential Subdivision**, with an area of 1,133.83 m² ("Property");

b. The **CONTRACTING PARTY** intends to build on the Property a two-story residence with an area of 439.32 m² and a swimming pool with an area of 36.96 m², totaling a constructed area of **476.28 m²**, whose designs are currently under development;

c. The **CONTRACTING PARTY** has an interest in hiring the **CONTRACTED PARTY** to assist in the planning and administration of all civil construction acts necessary for the construction on the Property;

d. The **CONTRACTED PARTY** declares that it possesses expertise in performing the services contemplated under this Agreement;

The Parties hereby **RESOLVE** to execute this Agreement, and all terms initiated with capital letters, whether in the singular or plural form, shall have the meanings attributed to them herein:

I – PURPOSE

The **CONTRACTING PARTY** hereby engages the **CONTRACTED PARTY** to provide the services described below, in addition to those detailed in the attached commercial proposal, which is made an integral and inseparable part of this Agreement, as set forth in **Annex I**:

a. Preparation of a parametric study based on the architectural design;
b. Preparation of an analytical budget with a quantity takeoff based on the detailed architectural, foundation, structural, electrical, and plumbing installations;
c. Preparation of a physical and financial schedule;
d. Monitoring the development of complementary projects;
e. Critical analysis of complementary projects;
f. Assistance in the process of registering the financing agreement with the competent Real Estate Registry Office, when applicable;

Contracting Party: DS RB	Contracted Party: DS MKGY	Witness 1: DS	Witness 2: Initials MKGB

15.11 The Parties undertake to keep the respective addresses set forth in this Agreement updated, under penalty of any notice sent thereto being deemed duly delivered.

15.12 All communications and notices relating to this Agreement shall be made in writing and shall be deemed delivered upon express acknowledgment of receipt, to the addresses set forth herein, or through the following e-mail addresses:

Of the **CONTRACTING PARTY**: bassi.business.rb@gmail.com
Of the **CONTRACTED PARTY**: marcelo@incorporadorayanai.com.br

15.13 Any project modifications must mandatorily be forwarded to the **CONTRACTED PARTY** through the following e-mail address: projetos@incorporadorayanai.com.br, otherwise, they shall be disregarded for purposes of construction management.

15.14 Communications between the **CONTRACTED PARTY** and the **CONTRACTING PARTY** shall only be deemed valid if carried out through the official channels made available by the **CONTRACTED PARTY** and indicated in this Agreement, and any verbal and/or written agreements made through unauthorized channels shall be disregarded, even if conducted with any contractors and/or subcontractors of the **CONTRACTED PARTY**.

15.15 The **CONTRACTING PARTY** authorizes the **CONTRACTED PARTY** to use images of the construction, projects, 3D renderings, or videos of the worksite for the purpose of promoting its services on social media, portfolios, as well as bringing potential clients to the worksite.

15.16 The Parties acknowledge the truthfulness, authenticity, integrity, validity, and enforceability of this Agreement if executed in electronic format, pursuant to Article 219 of the Brazilian Civil Code; and likewise acknowledge the electronic signatures affixed hereto, executed electronically pursuant to Provisional Measure No. 2,220-2, dated August 24, 2001 (“MP No. 2,220-2”).

15.17 The Parties elect the courts of the city of Jaguariúna, State of São Paulo, as the exclusive venue to settle any disputes arising out of or related to this Agreement, expressly waiving any other jurisdiction, however privileged it may be.

And, having agreed to the terms and conditions herein, the parties hereby execute this Agreement in two (2) copies of equal validity to give it the intended legal effect, in accordance with its provisions and civil law, in the presence of two (2) witnesses.

Jaguariúna, November 1, 2024.

DocuSigned by:
A95E394133E540D...

ROBERTO BASSI
- CONTRACTING PARTY -

DocuSigned by:
Marcelo Kenji Gomes Yanai
25A0A157657F415...

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA.
- CONTRACTED PARTY -

Witnesses:

Contracting Party: DS RB	Contracted Party: DS MkGY	Witness 1: DS	Witness 2: Initials MGF

1.) DocuSigned by: 09E29D2A60924C0...

2.) Signed by: João Miguel Carpinetti Ferrão 3CE74C00DD254B1...

11

Contracting Party:	Contracted Party:	Witness 1:	Witness 2:

I, Marina Viana Silva, telephone number 415 425-2508, mailing address P.O. Box 90487, San Diego, CA 92169, certify that I have performed the professional translation of this document from Portuguese to English, as a qualified translator fluent in both languages, and that the following is an accurate and complete translation of the document.

Marina Viana

_____ **Date: May 26, 2026**

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CONTRATO DE ADMINISTRAÇÃO DE OBRA

Nº 07-2024

Pelo presente *Contrato de Administração de Obra* ("Contrato"), que se regerá pelas estipulações constantes nas cláusulas seguintes, tendo como Partes:

ROBERTO BASSI, brasileiro, solteiro, administrador, portador da cédula de indentidade RG nº 19.115.876-8 SSP/SP, inscrito no CPF/MF nº 086.636.088-37 residente na Rua Oswaldo Cruz, 195 – apartamento 101 – Vila Independência – Valinhos/SP, doravante denominada simplesmente **CONTRATANTE;** e,

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA., pessoa jurídica de direito privado inscrita no CNPJ/MF nº. 52.132.442/0001-95, com sede na Rua Doutor Clemente Holtman Junior Nº 347, Sala 37, 3º andar, Condomínio Edifício Liberal Center I, Bairro Frazatto, na cidade de Jaguariúna, Estado de São Paulo, CEP 13911-082, neste ato representada por seu sócio e administrador **Marcelo Kenji Gomes Yanai**, brasileiro, casado, engenheiro civil, portador da cédula de identidade RG nº 25.131.905-2 SSP/SP, inscrito no CPF/MF nº 297.831.088-08, doravante denominada apenas **CONTRATADA.**

Todos também denominados, individualmente, como Parte e, em conjunto, como Partes.

Considerando que:

a. A **CONTRATANTE** é legítima detentora dos direitos de posse e propriedade do terreno, mesmo que alienado, situado na Alameda Hipica, identificado sob lote nº. **18** da quadra **08**, situada no **Loteamento Residencial Haras Patente**, com área de 1.133,83 m² ("Imóvel");

b. A **CONTRATANTE** pretende construir sobre o Imóvel, uma casa assobradada com área de 439,32m² e piscina com 36,96m², totalizando a área construída de **476,28m²**, cujos projetos encontram-se em fase de desenvolvimento;

c. A **CONTRATANTE** tem interesse em contratar a **CONTRATADA** para auxiliar no planejamento e administrar todos os atos de construção civil necessários para a edificação do Imóvel;

d. A **CONTRATADA** declara deter expertise na execução dos serviços objeto do presente Contrato;

RESOLVEM as Partes celebrar o presente Contrato, sendo certo que todos os termos iniciados em letra maiúscula, seja no singular ou no plural deverão ter os significados a eles aqui atribuídos:

I – DO OBJETO

1. A **CONTRATANTE**, neste ato, contrata a **CONTRATADA** para a prestação dos serviços abaixo descritos, além do detalhado na inclusa proposta comercial, que passa a fazer parte integrante e indissociável do presente Contrato, na forma de **Anexo I**:

    a. Elaboração de estudo paramétrico baseado em estudo do projeto arquitetônico;
    b. Elaboração de orçamento analítico com levantamento quantitativo baseado nos projetos executivos de arquitetura, fundações, estrutural, instalações elétricas e hidráulicas;
    c. Elaboração de cronograma físico-financeiro;
    d. Acompanhamento do desenvolvimento dos projetos complementares;
    e. Análise crítica dos projetos complementares;
    f. Auxílio no processo de registro do contrato de financiamento junto ao Cartório de Registro Imóveis competente, quando houver;

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15.11 Obrigam-se as Partes a manter atualizados os respectivos endereços consignados neste Contrato, sob pena de considerar satisfeita qualquer notificação dirigida àqueles aqui retratados.

15.12 Todas as comunicações e notificações relativas a este Contrato serão efetuadas por escrito e consideradas entregues desde que haja confirmação expressa de recebimento, para os endereços constantes no presente Contrato, ou através dos seguintes e-mails:

Da **CONTRATANTE**: bassi.business.rb@gmail.com
Da **CONTRATADA**: marcelo@incorporadorayanai.com.br

15.13 Todas as alterações de projetos deverão, obrigatoriamente, ser encaminhadas a **CONTRATADA** através do seguinte e-mail: projetos@incorporadorayanai.com.br, sob pena de serem desconsiderados para fins de administração da obra.

15.14 As interlocuções entre **CONTRATADA** e **CONTRATANTE** somente serão consideradas válidas se realizadas através dos canais oficiais disponibilizados pela **CONTRATADA** e indicados neste Contrato, sendo desconsiderados quaisquer acordos verbais e/ou por escrito realizados em canal não autorizado, ainda que realizado com quaisquer contratados e/ou subcontratados da **CONTRADADA**.

15.15 A **CONTRATANTE** autoriza a **CONTRATADA** a utilizar imagens da construção ou de projetos, assim como imagens 3D ou vídeos da obra de forma a divulgar seu trabalho em redes sociais, portifólios, etc.

15.16 As Partes reconhecem a veracidade, autenticidade, integridade, validade e eficácia deste Contrato caso ele seja assinado em formato eletrônico, nos termos do artigo 219 do Código Civil; e, da mesma forma, das assinaturas eletrônicas

nele apostas, realizadas de forma eletrônica, nos termos da Medida Provisória nº 2.220-2, de 24 de agosto de 2001 (“MP nº 2.220-2”).

15.17 As Partes elegem o foro da cidade de Jaguariúna, Estado de São Paulo, para dirimir eventuais questões controversas surgidas em face deste Contrato, excluindo-se qualquer outro, por mais privilegiado que seja.

E, por estarem justas e contratadas, firmam o presente Contrato em 2 (duas) vias de igual teor para que produza os efeitos jurídicos almejados, nos termos de suas cláusulas e da lei civil, perante 02 (duas) duas testemunhas.

Jaguariúna, 01 de novembro de 2024.

DocuSigned by:
A95E394133E540D...

ROBERTO BASSI
- CONTRATANTE -

DocuSigned by:
Marcelo Kenji Gomes Yanai
25A0A157657F415...

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA.
- CONTRATADA -

Testemunhas:

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1.) DocuSigned by: 09E23D2A63924C8...

2.) Assinado por: João Miguel Carpinetti Ferrão 2CE74C00DD254B1...

CONSTRUCTION MANAGEMENT AGREEMENT

No. 05-2024

By means of this *Construction Management Agreement* ("Agreement"), which shall be governed by the terms and conditions set forth in the following clauses, the following Parties:

DANILO EIJI ITO, Brazilian, married, electrical engineer, holder of Identity Card ID No. 19.701.583-9 SSP/SP, enrolled with CPF/MF under No. 184.323.218-93; and **MICHELA DE SOUZA ALMEIDA ITO**, Brazilian, married, teacher, holder of Identity Card ID No. 39.612.228-0 SSP/SP, enrolled with CPF/MF under No. 043.617.726-90, both residing at RUA RIO GRANDE DO SUL, 357, Apartment 24 - JARDIM DOM BOSCO - ZIP Code 13.911-072 - JAGUARIÚNA - SP, hereinafter simply referred to as the **CONTRACTING PARTY**; and,

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA., a private legal entity enrolled with the CNPJ/MF under No. 52.132.442/0001-95, with registered office at Rua Doutor Clemente Holtman Junior No. 347, Room 37, 3rd Floor, Liberal Center I Building Condominium, Frazatto Neighborhood, in the city of Jaguariúna, State of São Paulo, ZIP Code 13911-082, herein represented by its partner and manager **Marcelo Kenji Gomes Yanai**, Brazilian, married, civil engineer, bearer of Identity Card ID No. 25.131.905-2 SSP/SP, enrolled with the CPF/MF under No. 297.831.088-08, hereinafter referred to simply as the **CONTRACTED PARTY**.

All are also individually referred to as a Party and jointly as the Parties.

1

Whereas:

a. The **CONTRACTING PARTY** is the lawful holder of the possession and ownership rights to the land located at Rua 16, identified as Lot No. **16** of Block **M**, situated in the Campo Camanducaia Residential Subdivision (Tamboré Jaguariúna/SP), with an area of 510.00 m² ("Property");

b. The **CONTRACTING PARTY** intends to build on the Property a single-story residence with an area of 180.00 m², whose designs are currently under development;

c. The **CONTRACTING PARTY** is interested in hiring the **CONTRACTED PARTY** to manage all civil construction activities necessary for the development of the Property;

d. The **CONTRACTED PARTY** declares that it possesses expertise in performing the services contemplated under this Agreement;

The Parties hereby **RESOLVE** to execute this Agreement, and all terms initiated with capital letters, whether in the singular or plural form, shall have the meanings attributed to them herein:

I – OBJECT

The **CONTRACTING PARTY** hereby engages the **CONTRACTED PARTY** to provide the services described below, in addition to those detailed in the attached commercial proposal, which is made an integral and inseparable part of this Agreement, as set forth in **Annex I**:

and any verbal and/or written agreements made through unauthorized channels shall be disregarded, even if conducted with any contractors and/or subcontractors of the **CONTRACTED PARTY**.

16.15 The **CONTRACTING PARTY** authorizes the **CONTRACTED PARTY** to use images of the construction, projects, 3D renderings, or videos of the worksite for the purpose of promoting its services on social media, portfolios, as well as bringing potential clients to the worksite.

16.16 The Parties acknowledge the truthfulness, authenticity, integrity, validity, and enforceability of this Agreement if executed in electronic format, pursuant to Article 219 of the Brazilian Civil Code; and likewise acknowledge the electronic signatures affixed hereto, executed electronically pursuant to Provisional Measure No. 2,220-2, dated August 24, 2001 (“MP No. 2,220-2”).

16.17 The Parties elect the courts of the city of Jaguariúna, State of São Paulo, as the exclusive venue to settle any disputes arising out of or related to this Agreement, expressly waiving any other jurisdiction, however privileged it may be.

And, having agreed to the terms and conditions herein, the parties hereby execute this Agreement in two (2) copies of equal validity to give it the intended legal effect, in accordance with its provisions and civil law, in the presence of two (2) witnesses.

Jaguariúna, August 15, 2024.

gov.br Digitally signed document
DANILO EIJI ITO
Date: 08/15/2024 8:38:16 AM -0300
Verify at https://validar.iti.gov.br

DANILO EIJI ITO
- CONTRACTING PARTY -

gov.br Digitally signed document
DANILO EIJI ITO
Date: 08/15/2024 8:51:21 AM -0300
Verify at https://validar.iti.gov.br

MICHELA DE SOUZA ALMEIDA ITO
- CONTRACTING PARTY -

gov.br Digitally signed document
MARCELO KENJI GOMES YANAI
Date: 08/15/2024 10:12:04 AM -0300
Verify at https://validar.iti.gov.br

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA.
- CONTRACTED PARTY -

Witnesses:

gov.br Digitally signed document
MICHAEL REBOUÇAS
Date: 08/15/2024 10:56:37 AM -0300
Verify at https://validar.iti.gov.br

1.) _____
Name:
ID No.:
Issuing Authority:

gov.br Digitally signed document
JAAZIEL MATEUS MALLQUI
Date: 08/15/2024 10:32:50 AM -0300
Verify at https://validar.iti.gov.br

2.) _____
Name:
ID No.:
Issuing Authority:

Contracting Party:	Contracted Party:	Witness 1:	Witness 2:

I, Marina Viana Silva, telephone number 415 425-2508, mailing address P.O. Box 90487, San Diego, CA 92169, certify that I have performed the professional translation of this document from Portuguese to English, as a qualified translator fluent in both languages, and that the following is an accurate and complete translation of the document.

Marina Viana

_____ **Date: May 26, 2026**

CONTRATO DE ADMINISTRAÇÃO DE OBRA

Nº 05-2024

Pelo presente *Contrato de Administração de Obra* ("Contrato"), que se regerá pelas estipulações constantes nas cláusulas seguintes, tendo como Partes:

DANILO EIJI ITO, brasileiro, casado, engenheiro eletricista, portador da cédula de indentidade RG nº 19.701.583-9SSP/SP, inscrito no CPF/MF nº 184.323.218-93 e **MICHELA DE SOUZA ALMEIDA ITO**, brasileira, casada, professora, portadora da cédula de identidade RG nº 39.612.228-0 SSP/SP, inscrita no CPF/MF nº 043.617.726-90, ambos residentes na RUA RIO GRANDE DO SUL, 357 AP 24 - JD DOM BOSCO - CEP 13.911-072 - JAGUARIÚNA - SP, doravante denominada simplesmente **CONTRATANTE;** e,

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA., pessoa jurídica de direito privado inscrita no CNPJ/MF nº. 52.132.442/0001-95, com sede na Rua Doutor Clemente Holtman Junior Nº 347, Sala 37, 3º andar, Condomínio Edifício Liberal Center I, Bairro Frazatto, na cidade de Jaguariúna, Estado de São Paulo, CEP 13911-082, neste ato representada por seu sócio e administrador **Marcelo Kenji Gomes Yanai**, brasileiro, casado, engenheiro civil, portador da cédula de identidade RG nº 25.131.905-2 SSP/SP, inscrito no CPF/MF nº 297.831.088-08, doravante denominada apenas **CONTRATADA.**

Todos também denominados, individualmente, como Parte e, em conjunto, como Partes.

Considerando que:

1

a. A **CONTRATANTE** é legítima detentora dos direitos de posse e propriedade do terreno, situado na Rua 16, identificado sob lote nº. **16** da quadra **M**, situada no Loteamento Residencial Campo Camanducaia (Tamboré Jaguariúna/SP), com área de 510,00 m² ("Imóvel");

b. A **CONTRATANTE** pretende construir sobre o Imóvel, uma casa térrea com área de 180,00m², cujos projetos encontram-se em fase de desenvolvimento;

c. A **CONTRATANTE** tem interesse em contratar a **CONTRATADA** para administrar todos os atos de construção civil necessários para a edificação do Imóvel;

d. A **CONTRATADA** declara deter expertise na execução dos serviços objeto do presente Contrato;

RESOLVEM as Partes celebrar o presente Contrato, sendo certo que todos os termos iniciados em letra maiúscula, seja no singular ou no plural deverão ter os significados a eles aqui atribuídos:

I – DO OBJETO

1. A **CONTRATANTE**, neste ato, contrata a **CONTRATADA** para a prestação dos serviços abaixo descritos, além do detalhado na inclusa proposta comercial, que passa a fazer parte integrante e indissociável do presente Contrato, na forma de **Anexo I**:

Contratante:	Contratada:	Testemunha 1:	Testemunha 2:

quaisquer acordos verbais e/ou por escrito realizados em canal não autorizado, ainda que realizado com quaisquer contratados e/ou subcontratados da **CONTRADADA**.

10.15 A **CONTRATANTE** autoriza a **CONTRATADA** a utilizar imagens da construção ou de projetos, assim como imagens 3D ou vídeos da obra de forma a divulgar seu trabalho em redes sociais, portifólios, etc.

10.16 As Partes reconhecem a veracidade, autenticidade, integridade, validade e eficácia deste Contrato caso ele seja assinado em formato eletrônico, nos termos do artigo 219 do Código Civil; e, da mesma forma, das assinaturas eletrônicas nele apostas, realizadas de forma eletrônica, nos termos da Medida Provisória nº 2.220-2, de 24 de agosto de 2001 ("MP nº 2.220-2").

10.17 As Partes elegem o foro da cidade de Jaguariúna, Estado de São Paulo, para dirimir eventuais questões controversas surgidas em face deste Contrato, excluindo-se qualquer outro, por mais privilegiado que seja.

E, por estarem justas e contratadas, firmam o presente Contrato em 2 (duas) vias de igual teor para que produza os efeitos jurídicos almejados, nos termos de suas cláusulas e da lei civil, perante 02 (duas) duas testemunhas.

Jaguariúna, 15 de agosto de 2024.

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DANILO EIJI ITO
Data: 15/08/2024 08:38:16-0300
Verifique em https://validar.iti.gov.br

gov.br Documento assinado digitalmente
MICHELA DE SOUZA ALMEIDA ITO
Data: 15/08/2024 08:51:21-0300
Verifique em https://validar.iti.gov.br

DANILO EIJI ITO
- CONTRATANTE -

MICHELA DE SOUZA ALMEIDA ITO
- CONTRATANTE -

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MARCELO KENJI GOMES YANAI
Data: 15/08/2024 10:12:04-0300
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YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA.
- CONTRATADA -

Te

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MICHAEL REBOUCAS
Data: 15/08/2024 10:56:37-0300
Verifique em https://validar.iti.gov.br

gov.br Documento assinado digitalmente
JAAZIEL MATEUS VILELA MALLQUI
Data: 15/08/2024 10:32:50-0300
Verifique em https://validar.iti.gov.br

1.) _____
Nome:
RG:
Órgão Expedidor:

2.) _____
Nome:
RG:
Órgão Expedidor:

Contratante:	Contratada:	Testemunha 1:	Testemunha 2:

CONSTRUCTION MANAGEMENT AGREEMENT

No. 04-2024

By means of this *Construction Management Agreement* ("Agreement"), which shall be governed by the terms and conditions set forth in the following clauses, the following Parties:

JOÃO CARLOS RIBEIRO, Brazilian, married, merchant, holder of Identity Card ID No. 10.961.377 SSP/SP, enrolled with CPF/ME under No. 009.814.628-98, residing and domiciled at RUA BRÁS CUBAS, No. 312, Apartment 303, Vila Lanzara neighborhood, in the City of Guarulhos, State of São Paulo, ZIP Code 07115-030, hereinafter referred to simply as the **CONTRACTING PARTY**; and,

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA., a private legal entity enrolled with the CNPJ/MF under No. 52.132.442/0001-95, with registered office at Rua Doutor Clemente Holtman Junior No. 347, Room 37, 3rd Floor, Liberal Center I Building Condominium, Frazatto Neighborhood, in the city of Jaguariúna, State of São Paulo, ZIP Code 13911-082, herein represented by its partner and manager **Marcelo Kenji Gomes Yanai**, Brazilian, married, civil engineer, bearer of Identity Card ID No. 25.131.905-2 SSP/SP, enrolled with the CPF/MF under No. 297.831.088-08, hereinafter referred to simply as the **CONTRACTED PARTY**.

All are also individually referred to as a Party and jointly as the Parties.

1

Whereas:

a. The **CONTRACTING PARTY** is the lawful holder of the possession and ownership rights to the land located at Rodovia Governador André Franco Montoro, km 3.729, identified under No. 218, situated in the "Lago da Barra Condominium," with a corresponding undivided interest of 1,343.40 m² ("Property");

b. The **CONTRACTING PARTY** intends to build on the Property a two-story residence with an area of 285.07 m², whose designs are currently under development;

c. The **CONTRACTING PARTY** is interested in hiring the **CONTRACTED PARTY** to manage all civil construction activities necessary for the development of the Property;

d. The **CONTRACTED PARTY** declares that it possesses expertise in performing the services contemplated under this Agreement;

The Parties hereby **RESOLVE** to execute this Agreement, and all terms initiated with capital letters, whether in the singular or plural form, shall have the meanings attributed to them herein:

Contracting Party:	Contracted Party:	Witness 1:	Witness 2:

of equal validity to give it the intended legal effect, in accordance with its provisions and civil law, in the presence of two (2) witnesses.

Jaguariúna, May 24, 2024.

gov.br
Digitally signed document
JOAO CARLOS RIBEIRO
Date: 05/26/2024 1:15:19 PM -0300
Verify at https://validar.iti.gov.br

JOÃO CARLOS RIBEIRO
- CONTRACTING PARTY -

gov.br
Digitally signed document
MARCELO KENJI GOMES YANAI
Date: 05/24/2024 9:25:51 AM -0300
Verify at https://validar.iti.gov.br

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA.
- CONTRACTED PARTY -

Witnesses:

1.) _____
Name:
ID No.:
Issuing Authority:

2.) _____
Name:
ID No.:
Issuing Authority:

11

Contracting Party:	Contracted Party:	Witness 1:	Witness 2:

I, Marina Viana Silva, telephone number 415 425-2508, mailing address P.O. Box 90487, San Diego, CA 92169, certify that I have performed the professional translation of this document from Portuguese to English, as a qualified translator fluent in both languages, and that the following is an accurate and complete translation of the document.

Marina Viana

_____ **Date: May 26, 2026**

CONTRATO DE ADMINISTRAÇÃO DE OBRA

Nº 04-2024

Pelo presente *Contrato de Administração de Obra* ("Contrato"), que se regerá pelas estipulações constantes nas cláusulas seguintes, tendo como Partes:

JOÃO CARLOS RIBEIRO, brasileiro, casado, comerciante, portador da cédula de identidade RG nº 10.961.377 SSP/SP, inscrito no CPF/ME nº 009.814.628-98, residente e domiciliado na Rua Brás Cubas, nº 312, apartamento 303, bairro Vila Lanzara, na cidade de Guarulhos, Estado de São Paulo, CEP 07115-030, doravante denominada apenas **CONTRATANTE**; e,

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA., pessoa jurídica de direito privado inscrita no CNPJ/MF nº. 52.132.442/0001-95, com sede na Rua Doutor Clemente Holtman Junior Nº 347, Sala 37, 3º andar, Condomínio Edifício Liberal Center I, Bairro Frazatto, na cidade de Jaguariúna, Estado de São Paulo, CEP 13911-082, neste ato representada por seu sócio e administrador **Marcelo Kenji Gomes Yanai**, brasileiro, casado, engenheiro civil, portador da cédula de identidade RG nº 25.131.905-2 SSP/SP, inscrito no CPF/MF nº 297.831.088-08, doravante denominada apenas **CONTRATADA.**

Todos também denominados, individualmente, como Parte e, em conjunto, como Partes.

1

Considerando que:

a. A **CONTRATANTE** é legítima detentora dos direitos de posse e propriedade do terreno, situado na Rodovia Governador André Franco Montoro, km 3,729, identificado sob nº. 218, situada no "Condomínio Lago da Barra" com fração ideal correspondente a 1.343,40 m² ("Imóvel");

b. A **CONTRATANTE** pretende construir sobre o Imóvel, uma casa assobrada com área de 285,07m², cujos projetos encontram-se em fase de desenvolvimento;

c. A **CONTRATANTE** tem interesse em contratar a **CONTRATADA** para administrar todos os atos de construção civil necessários para a edificação do Imóvel;

d. A **CONTRATADA** declara deter expertise na execução dos serviços objeto do presente Contrato;

RESOLVEM as Partes celebrar o presente Contrato, sendo certo que todos os termos iniciados em letra maiúscula, seja no singular ou no plural deverão ter os significados a eles aqui atribuídos:

Contratante:	Contratada:	Testemunha 1:	Testemunha 2:

vias de igual teor para que produza os efeitos jurídicos almejados, nos termos de suas cláusulas e da lei civil, perante 02 (duas) duas testemunhas.

Jaguariúna, 24 de maio de 2024.

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JOAO CARLOS RIBEIRO
Data: 26/05/2024 13:12:19-0300
Verifique em https://validar.iti.gov.br

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MARCELO KENJI GOMES YANAI
Data: 24/05/2024 09:25:51-0300
Verifique em https://validar.iti.gov.br

JOÃO CARLOS RIBEIRO
- CONTRATANTE-

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA.
- CONTRATADA -

Testemunhas:

1.) _____
Nome:
RG:
Órgão Expedidor:

2.) _____
Nome:
RG:
Órgão Expedidor:

Contratante:	Contratada:	Testemunha 1:	Testemunha 2:

CONSTRUCTION MANAGEMENT AGREEMENT

No. 02-2024

By means of this *Construction Management Agreement* ("**Agreement**"), which shall be governed by the terms and conditions set forth in the following clauses, the following Parties:

a) JOÃO ADILSO RIBEIRO DE CARVALHO, Brazilian, married, physician, holder of Identity Card ID No. 33.530.239-7 SSP/SP, enrolled with CPF/MF under No. 311.447.978-29, residing at Rua Pontes, 86, Jardim São Caetano neighborhood, ZIP Code 13911-464, Jaguariúna/SP, hereinafter simply referred to as the **CONTRACTING PARTY**; and

b) YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA., a private legal entity enrolled with the CNPJ/MF under No. 52.132.442/0001-95, with registered office at Rua Doutor Clemente Holtman Junior No. 347, Room 37, 3rd Floor, Liberal Center I Building Condominium, Frazatto Neighborhood, in the city of Jaguariúna, State of São Paulo, ZIP Code 13911-082, herein represented by its partner and manager **Marcelo Kenji Gomes Yanai**, Brazilian, married, civil engineer, bearer of Identity Card ID No. 25.131.905-2 SSP/SP, enrolled with the CPF/MF under No. 297.831.088-08, hereinafter referred to simply as the **CONTRACTED PARTY**.

Whereas:

a. The **CONTRACTING PARTY** is the lawful owner of the land located at Estrada Municipal Antonio Pina, 30 - House 34 - Panini Residential Condominium - Jaguariúna - SP, with a total area of 375.00 m², on which it intends to build a single-story residence with an office on the upper floor, with an area of **242.87 m²**, for residential purposes ("**Property**").

b. The **CONTRACTING PARTY** is interested in hiring the **CONTRACTED PARTY** to manage all civil construction activities necessary for the development of the Property;

c. The **CONTRACTED PARTY** declares that it possesses expertise in the field of civil construction.

The Parties hereby RESOLVE as follows:

I – OBJECT

1.1. The **CONTRACTING PARTY** hereby hires the **CONTRACTOR** to provide the services described below, in addition to those detailed in the attached commercial proposal, which forms an integral and inseparable part of this instrument (Annex I):

a. Completion of financial institution forms for obtaining financing;
b. Monitoring the development of complementary projects;
c. Technical supervision of the execution;
d. Management of the execution stages;
e. Coordination with the designers prior to the commencement of the construction;
f. Contact with suppliers;
g. Quotation of materials;
h. Preparation of comparative bid charts;
i. Placement of orders for material delivery;
j. Measurement of services for the release of labor payments;

Contracting Party:	Contracted Party:	Witness 1:	Witness 2:

involved in the services in question, replacing any negotiations or documents previously executed between the **Parties**.

8.14 This **Agreement** may be executed electronically, and the Parties acknowledge that such form is fully valid, pursuant to Article 107 of the Brazilian Civil Code and Article 10, caput and Paragraph 2, of Provisional Measure No. 2.200-2. The signatories affirm that they are the lawful representatives of the Parties and possess the authority to execute this **Agreement**.

8.15 The Parties elect the courts of the City of Jaguariúna, State of São Paulo, to settle any disputes arising out of this **Agreement**, expressly waiving any other jurisdiction, however privileged it may be.

And, being fair and agreed, the Parties execute this **Agreement** in 2 (two) counterparts of equal form and content so that it may produce its intended legal effects, pursuant to its clauses and civil law, in the presence of 2 (two) witnesses.

Jaguariúna, January 19, 2024.

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Digitally signed document
MARCELO KENJI GOMES YANAI
Date: 01/22/2024 3:55:31 PM -0300
Verify at https://validar.iti.gov.br

JOÃO ADILSO RIBEIRO DE CARVALHO
- CONTRACTING PARTY -

7

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Digitally signed document
MARCELO KENJI GOMES YANAI
Date: 01/19/2024 2:48:15 PM -0300
Verify at https://validar.iti.gov.br

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA
- CONTRACTED PARTY -

Witnesses:

1.)_____
Name:
ID No.:
CPF:

2.) _____
Name:
ID No.:
CPF:

I, Marina Viana Silva, telephone number 415 425-2508, mailing address P.O. Box 90487, San Diego, CA 92169, certify that I have performed the professional translation of this document from Portuguese to English, as a qualified translator fluent in both languages, and that the following is an accurate and complete translation of the document.

Marina Viana

Date: May 26, 2026

CONTRATO DE ADMINISTRAÇÃO DE OBRA

Nº 02-2024

Pelo presente *Contrato de Administração de Obra* ("**Contrato**"), que se regerá pelas estipulações constantes nas cláusulas seguintes, tendo como "Partes":

a) JOÃO ADILSO RIBEIRO DE CARVALHO, brasileiro, casado, médico, portador da cédula de indentidade RG nº 33.530.239-7 SSP/SP, inscrito no CPF/MF nº 311.447.978-29, residente na Rua Pontes, 86, bairro Jardim São Caetano, CEP 13911-464, Jaguariúna/SP, doravante denominada simplesmente **CONTRATANTE**; e

b) YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA., pessoa jurídica de direito privado inscrita no CNPJ/MF nº. 52.132.442/0001-95, com sede na Rua Doutor Clemente Holtman Junior Nº 347, Sala 37, 3º andar, Condominio Edificio Liberal Center I, Bairro Frazatto, Cep 13911-082, na cidade de Jaguariúna, estado de São Paulo, neste ato representada por seu sócio e administrador **Marcelo Kenji Gomes Yanai**, brasileiro, casado, engenheiro civil, portador da cédula de identidade RG nº 25.131.905-2 SSP/SP, inscrito no CPF/MF nº 297.831.088-08, doravante denominada simplesmente **CONTRATADA.**

Considerando que:

a. A **CONTRATANTE** é legítima proprietária do terreno, situado na Estrada Municipal Antonio Pina, 30 - Casa 34 - Condomínio Residencial Panini - Jaguariúna - SP, com área total de 375,00 m², no qual pretende construir sobre ele uma casa térrea, com escritório em pavimento superior, com área de **242,87 m²**, com finalidade residencial ("**Imóvel**").

1

b. A **CONTRATANTE** tem interesse em contratar a **CONTRATADA** para administrar todos os atos de construção civil necessários para a edificação do Imóvel.

c. A **CONTRATADA** declara deter expertise na área de construção civil.

Resolvem:

I – DO OBJETO

1.1. A **CONTRATANTE**, neste ato, contrata a **CONTRATADA** para a prestação dos serviços abaixo descritos, além do detalhado na proposta comercial anexa, a qual faz parte integrante e indissociável do presente instrumento (Anexo I):

a. Preenchimento de planilha de instituição financeira para contratação de financiamento
b. Acompanhamento do desenvolvimento dos projetos complementares
c. Acompanhamento técnico da execução
d. Gestão das etapas de execução
e. Interface com os projetistas antes do início da obra
f. Contato com fornecedores
g. Cotação de materiais
h. Elaboração de quadro de concorrência
i. Pedido de entrega de materiais
j. Medição de serviços para liberação de pagamentos de mão de obra

envolvidos nos serviços em questão, substituindo toda e qualquer tratativa ou documento anteriormente firmado entre as **Partes**.

8.14 Este **Contrato** poderá ser firmado por via eletrônica e as Partes reconhecem que tal modalidade é plenamente válida, conforme art. 107 do CC e art. 10, caput e parágrafo 2º da Medida Provisória nº 2.200-2. Os signatários afirmam ser os legítimos representantes das Partes e possuir poderes para firmar este **Contrato**.

8.15 As Partes elegem o foro da cidade de Jaguariúna, Estado de São Paulo, para dirimir eventuais questões controversas surgidas em face deste **Contrato**, excluindo-se qualquer outro, por mais privilegiado que seja.

E, por estarem justas e contratados, firmam o presente **Contrato** em 2 (duas) vias de igual teor para que produza os efeitos jurídicos almejados, nos termos de suas cláusulas e da lei civil, perante 2 (duas) duas testemunhas.

Jaguariúna, 19 de janeiro de 2024.

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JOAO ADILSO RIBEIRO DE CARVALHO
Data: 22/01/2024 15:55:31-0300
Verifique em https://validar.iti.gov.br

JOÃO ADILSO RIBEIRO DE CARVALHO
- CONTRATANTE -

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MARCELO KENJI GOMES YANAI
Data: 19/01/2024 14:48:15-0300
Verifique em https://validar.iti.gov.br

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA
- CONTRATADA -

Testemunhas:

1.)_____

Nome:
RG:
CPF:

2.) _____

Nome:
RG:
CPF:

Contratante	Contratada	Testemunha 1	Testemunha 2

CONSTRUCTION MANAGEMENT AGREEMENT

No. 16-2023

By means of this *Construction Management Agreement* ("**Agreement**"), which shall be governed by the terms and conditions set forth in the following clauses, the following Parties:

a) ALINE CRANCHI COLLAÇO, Brazilian, married, bank employee, holder of Identity Card ID No. 46.608.170-4, enrolled with CPF/MF under No. 215.097.228-07, residing at Rua Júlio Frank, 1,700, Mário Dalbo neighborhood - Veneza Residential - House 10 - ZIP Code 13911-370, hereinafter simply referred to as the **CONTRACTING PARTY**;

b) YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA., a private legal entity enrolled with the CNPJ/MF under No. 52.132.442/0001-95, with registered office at Rua Doutor Clemente Holtman Junior No. 347, Room 37, 3rd Floor, Liberal Center I Building Condominium, Frazatto Neighborhood, in the city of Jaguariúna, State of São Paulo, ZIP Code 13911-082, herein represented by its partner and manager **Marcelo Kenji Gomes Yanai**, Brazilian, married, civil engineer, bearer of Identity Card ID No. 25.131.905-2 SSP/SP, enrolled with the CPF/MF under No. 297.831.088-08, hereinafter referred to simply as the **CONTRACTED PARTY**.

Whereas:

a. The **CONTRACTING PARTY** is the lawful owner of a plot of land, Lot 04 - Block K - Jaguariúna - SP, duly registered with the Jaguariúna Real Estate Registry Office under No. 19,800, with a total area of 300.00 m², on which it intends to build a two-story residence with an estimated area of **230.00 m²**, which may vary up to 250.00 m², for residential purposes ("**Property**").

b. The **CONTRACTING PARTY** is interested in hiring the **CONTRACTED PARTY** to manage all civil construction activities necessary for the development of the Property;

c. The **CONTRACTED PARTY** declares that it possesses expertise in the field of civil construction.

The Parties hereby RESOLVE as follows:

I – OBJECT

1.1. The **CONTRACTING PARTY** hereby hires the **CONTRACTED PARTY** to provide the services described below, in addition to those detailed under the FULL modality of the attached commercial proposal, which forms an integral and inseparable part of this instrument (Annex I):

a. Preparation of an initial estimated budget;
b. Monitoring the development of complementary projects;
c. Technical supervision of the execution;
d. Management of the execution stages;
e. Coordination with the designers prior to the commencement of the construction;
f. Contact with suppliers;
g. Quotation of materials;
h. Preparation of comparative bid charts;
i. Placement of orders for material delivery;
j. Measurement of services for the release of labor payments;

Contracting Party:	Contracted Party:	Witness 1:	Witness 2:

8.8 This **Agreement** may not be assigned to third parties without the prior consent of the Parties, and may be amended in the event of assignment of rights and obligations to companies belonging to either of the **Parties** or their representatives.

8.9 The **Parties** undertake to keep the respective addresses set forth in this **Agreement** updated, under penalty of any notice sent thereto being deemed duly delivered.

8.10 The **Parties** declare that the qualifications stated in this **Agreement** represent the true personal identification of those involved, thereby legitimizing them to enter into this **Agreement**.

8.11 Any notice, authorization, or request shall be made in writing and shall be deemed duly made when delivered by Registered Mail, with Return Receipt (A.R.), or by any other written means with unequivocal acknowledgment of receipt, to the address indicated in the preamble of this **Agreement**.

8.12 The **CONTRACTING PARTY** authorizes the **CONTRACTED PARTY**, provided that no personal information of the **CONTRACTING PARTY** is disclosed, to use images of the construction or projects, construction signage, as well as 3D images or videos of the worksite, in order to promote its work on social media, portfolios, etc.

8.12 This **Agreement** represents the final intent of the **Parties** regarding all aspects involved in the services in question, replacing any negotiations or documents previously executed between the **Parties**.

8.13 This **Agreement** may be executed electronically, and the Parties acknowledge that such form is fully valid, pursuant to Article 107 of the Brazilian Civil Code and Article 10, caput and Paragraph 2, of Provisional Measure No. 2.200-2. The signatories affirm that they are the lawful representatives of the Parties and possess the authority to execute this **Agreement**.

7

8.14 The Parties elect the courts of the City of Jaguariúna, State of São Paulo, to settle any disputes arising from this **Agreement**, expressly waiving any other jurisdiction, however privileged it may be.

And, being fair and agreed, the Parties execute this **Agreement** in 2 (two) counterparts of equal form and content so that it may produce its intended legal effects, pursuant to its clauses and civil law, in the presence of 2 (two) witnesses.

Jaguariúna, December 28, 2023.

DocuSigned by:

5892A0C36D424C7...

ALINE CRANCHI COLLAÇO
- CONTRACTING PARTY -

Contracting Party:	Contracted Party:	Witness 1:	Witness 2:

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Digitally signed document
MARCELO KENJI GOMES YANAI
Date: 12/28/2023 12:44:41 PM -0300
Verify at https://validar.iti.gov.br

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA.
- CONTRACTED PARTY -

Witnesses:

1.)_____
Name:
ID No.:
CPF:

2.) _____
Name:
ID No.:
CPF:

I, Marina Viana Silva, telephone number 415 425-2508, mailing address P.O. Box 90487, San Diego, CA 92169, certify that I have performed the professional translation of this document from Portuguese to English, as a qualified translator fluent in both languages, and that the following is an accurate and complete translation of the document.

Marina Viana

Date: May 26, 2026

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CONTRATO DE ADMINISTRAÇÃO DE OBRA

Nº 16-2023

Pelo presente *Contrato de Administração de Obra* ("**Contrato**"), que se regerá pelas estipulações constantes nas cláusulas seguintes, tendo como "Partes":

a) **ALINE CRANCHI COLLAÇO,** brasileira, casada, bancária, portadora da cédula de indentidade RG nº 46.608.170-4, inscrito no CPF/MF nº 215.097.228-07, residente na Rua Júlio Frank, 1.700, bairro Mário Dalbo - Residencial Veneza - casa 10 - CEP 13911-370, doravante denominada simplesmente **CONTRATANTE**;

b) **YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA.**, pessoa jurídica de direito privado inscrita no CNPJ/MF nº. 52.132.442/0001-95, com sede na Rua Doutor Clemente Holtman Junior Nº 347, Sala 37, 3º andar, Condominio Edificio Liberal Center I, Bairro Frazatto, Cep 13911-082, na cidade de Jaguariúna, estado de São Paulo, neste ato representada por seu sócio e administrador **Marcelo Kenji Gomes Yanai**, brasileiro, casado, engenheiro civil, portador da cédula de identidade RG nº 25.131.905-2 SSP/SP, inscrito no CPF/ME nº 297.831.088-08, doravante denominada simplesmente **CONTRATADA.**

Considerando que:

a. A **CONTRATANTE** é legítima proprietária de um lote de terreno, Lote 04 - Quadra K - Jaguariúna - SP, devidamente registrado no Cartório de Registro de Imóveis de Jaguariúna sob o nº 19.800, com área total de 300,00 m², no qual pretende construir sobre ele uma casa assobradada com área estimada de **230,00 m²**, podendo variar até 250,00 m², com finalidade residencial ("**Imóvel**").

1

b. A **CONTRATANTE** tem interesse em contratar a **CONTRATADA** para administrar todos os atos de construção civil necessários para a edificação do Imóvel.

c. A **CONTRATADA** declara deter expertise na área de construção civil.

Resolvem:

I – DO OBJETO

1.1 A **CONTRATANTE**, neste ato, contrata a **CONTRATADA** para a prestação dos serviços abaixo descritos, além do detalhado na modalidade FULL da proposta comercial anexa, a qual faz parte integrante e indissociável do presente instrumento (Anexo I):

a. Elaboração de orçamento estimativo inicial
b. Acompanhamento do desenvolvimento dos projetos complementares
c. Acompanhamento técnico da execução
d. Gestão das etapas de execução
e. Interface com os projetistas antes do início da obra
f. Contato com fornecedores
g. Cotação de materiais
h. Elaboração de quadro de concorrência
i. Pedido de entrega de materiais
j. Medição de serviços para liberação de pagamentos de mão de obra

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8.8 O presente **Contrato** não pode ser cedido a terceiros sem a prévia anuência das **Partes**, podendo ser aditado no caso de cessão de direitos e deveres para empresas pertencentes à uma das **Partes** ou de seus representantes.

8.9 Obrigam-se as **Partes** a manter atualizados os respectivos endereços consignados neste **Contrato**, sob pena de considerar satisfeita qualquer notificação dirigida àqueles aqui retratados.

8.10 As **Partes** declaram que as respectivas qualificações lançadas neste **Contrato** representam a verdadeira identificação pessoal dos envolvidos, legitimando-os a contratar.

8.11 Qualquer notificação, autorização ou solicitação deverá ser feita por escrito e será considerada devidamente realizada quando entregue através de Carta Registrada, com Aviso de Recebimento (A.R.) ou outro meio escrito com ciência inequívoca, no endereço aponta no preâmbulo deste **Contrato**.

8.12. A **CONTRATANTE** autoriza a **CONTRATADA**, desde que não divulgue informações pessoais da **CONTRATANTE**, a utilizar imagens da construção ou de projetos, placa de obra, assim como imagens 3D ou vídeos da obra de forma a divulgar seu trabalho em redes sociais, portifólios, etc..

8.12 O presente **Contrato** representa a vontade final das **Partes** quanto a todos os aspectos envolvidos nos serviços em questão, substituindo toda e qualquer tratativa ou documento anteriormente firmado entre as **Partes**.

8.13 Este **Contrato** poderá ser firmado por via eletrônica e as Partes reconhecem que tal modalidade é plenamente válida, conforme art. 107 do CC e art. 10, caput e parágrafo 2º da Medida Provisória nº 2.200-2. Os signatários afirmam ser os legítimos representantes das Partes e possuir poderes para firmar este **Contrato**.

8.14 As Partes elegem o foro da cidade de Jaguariúna, Estado de São Paulo, para dirimir eventuais questões controversas surgidas em face deste **Contrato**, excluindo-se qualquer outro, por mais privilegiado que seja.

E, por estarem justas e contratados, firmam o presente **Contrato** em 2 (duas) vias de igual teor para que produza os efeitos jurídicos almejados, nos termos de suas cláusulas e da lei civil, perante 2 (duas) duas testemunhas.

Jaguariúna, 28 de dezembro de 2023.

DocuSigned by:
5892A0C36D424C7...

ALINE CRANCHI COLLAÇO
- CONTRATATANTE -

Contratante(s)	Contratada	Testemunha 1	Testemunha 2

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gov.br
Documento assinado digitalmente
MARCELO KENJI GOMES YANAI
Data: 28/12/2023 12:44:41-0300
Verifique em https://validar.iti.gov.br

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA.
- CONTRATADA -

Testemunhas:

1.)_____

Nome:

RG:

CPF:

2.) _____

Nome:

RG:

CPF:

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R$ 1,075.20

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Recipient

Name:
MARCOS ALEXANDRE SANTOS LEME

CPF/CNPJ:
*****.881.458-****

Institution:
ITAÚ UNIBANCO S.A.

Payer

Name:
YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA

CPF/CNPJ:
****.**2.442/0001-****

Institution:
CC CREDINTER

Transaction ID:
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Recipient

Name:
ROWE ENGENHARIA

CPF/CNPJ:
****.**5.807/0001-****

Institution:
NU PAGAMENTOS S.A.

Payer

Name:
YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA

CPF/CNPJ:
****.**2.442/0001-****

Institution:
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Recipient

Name:
Enrique Barboza

CPF/CNPJ:
*****.600.678-****

Institution:
NU PAGAMENTOS S.A.

Payer

Name:
MARCELO KENJI GOMES YANAI

CPF/CNPJ:
*****.831.088-****

Institution:
CC CREDINTER

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Recipient

Name:
Fernanda Salvatico Reboucas

CPF/CNPJ:
*****.473.938-****

Institution:
NU PAGAMENTOS S.A.

Payer

Name:
YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA

CPF/CNPJ:
****.**2.442/0001-****

Institution:
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Recipient

Name:
JAAZIEL MATEUS VILELA MALLQUI

CPF/CNPJ:
*****.339.138-****

Institution:
BCO SANTANDER (BRASIL) S.A.

Payer

Name:
YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA

CPF/CNPJ:
****.**2.442/0001-****

Institution:
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Recipient

Name:
JOAO MARCOS ALVES PINTO
43026721883

CPF/CNPJ:
****.**0.830/0001-****

Institution:
PAGSEGURO INTERNET IP S.A.

Payer

Name:
YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA

CPF/CNPJ:
****.**2.442/0001-****

Institution:
CC CREDINTER

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Recipient

Name:
MARCELO MARSULO

CPF/CNPJ:
*****.990.988-****

Institution:
BCO SANTANDER (BRASIL) S.A.

Payer

Name:
MARCELO KENJI GOMES YANAI

CPF/CNPJ:
*****.831.088-****

Institution:
CC CREDINTER

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Recipient

Name:
MARCOS AUGUSTO

CPF/CNPJ:
*****.248.388-****

Institution:
BCO SANTANDER (BRASIL) S.A.

Payer

Name:
YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA

CPF/CNPJ:
****.**2.442/0001-****

Institution:
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Name:
MMR MICHAEL REBOUCAS SERVICOS DE ENGENHARIA LTDA

CPF/CNPJ:
.8.177/0001-**

Institution:
BANCO INTER

Payer

Name:
YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA

CPF/CNPJ:
.2.442/0001-**

Institution:
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CPF/CNPJ:
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Institution:
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Payer

Name:
YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA

CPF/CNPJ:
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Recipient

Name:
59344771 THAIS DE PADUA

CPF/CNPJ:
****.**4.771/0001-****

Institution:
CORA SCFI

Payer

Name:
YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA

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Recipient

Name:
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CPF/CNPJ:
*****.377.328-****

Institution:
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I, Marina Viana Silva, telephone number 415 425-2508, mailing address P.O. Box 90487, San Diego, CA 92169, certify that I have performed the professional translation of this document from Portuguese to English, as a qualified translator fluent in both languages, and that the following is an accurate and complete translation of the document.

Marina Viana **Date: May 22, 2026**

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Pagador

Nome
YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA

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Recebedor

Nome
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CPF/CNPJ
.8.177/0001-**

Instituição
BANCO INTER

Pagador

Nome
YANAI GESTAO DE OBRAS E CONSTRUCOES LTDA

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CORA SCFI

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SERVICE AGREEMENT

By means of this "*Service Agreement*" (Agreement), the Parties identified below:

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA., a private legal entity enrolled with the CNPJ/MF under No. 52.132.442/0001-95, with registered office at Rua Doutor Clemente Holtman Junior No. 347, Room 37, 3rd Floor, Liberal Center I Building Condominium, Frazatto Neighborhood, in the City of Jaguariúna, State of São Paulo, ZIP Code 13911-082, herein represented by its partner and manager **Marcelo Kenji Gomes Yanai**, Brazilian, married, civil engineer, holder of Identity Card ID No. 25.131.905-2 SSP/SP, enrolled with CPF/ME under No. 297.831.088-08, hereinafter referred to solely as **YANAI**; and

MR - MICHAEL REBOUÇAS - SERVIÇOS DE ENGENHARIA LTDA., a private legal entity enrolled with the CNPJ/ME under No. 50.318.177/0001-09, with registered office at Rua Epitácio Pessoa, No. 456, Jardim Mauá Neighborhood, in the City of Jaguariúna, State of São Paulo, ZIP Code 13912-052, herein represented by its manager **Michael Rebouças**, holder of Identity Card ID No. 49.445.457-X, enrolled with CPF/ME under No. 409.882.188-52, hereinafter referred to solely as the **CONTRACTOR**.

also individually referred to as a "Party" and jointly as the "Parties";

1

Whereas:

a) YANAI is a company operating in the civil construction sector, specializing in structuring new real estate businesses, such as real estate developments, construction of buildings, and residential homes, with real estate financing.

b) YANAI is interested in hiring the professional services of the **CONTRACTOR**.

c) The **CONTRACTOR** declares that it possesses expertise in the provision of the services contemplated under this Agreement.

The Parties hereby **resolve** to execute this Agreement, and all terms initiated with capital letters, whether in the singular or plural form, shall have the meanings attributed to them herein:

1 – OBJECT

1.1 **YANAI** hereby hires the **CONTRACTOR** to provide engineering services so that **YANAI** may perform services within its area of operation.

Yanai: -----//signature//-----	**Contractor:** -----//signature//-----	**Witness:** -----//signature//-----

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA.
CNPJ/ME **No.** 52.132.442/0001-95

MR – MICHAEL REBOUÇAS – SERVIÇOS DE ENGENHARIA LTDA.
CNPJ/ME **No.** 50.318.177/0001-09

Witnesses:

1.) _____
Name: JOÃO MARCOS C. FERREIRA
ID No.: 34.910.161-0
CPF: 350.371.828-16

2.) _____
Name: Fernanda Salvatico Rebouças
ID No.: 49.071.536-9
CPF: 316.473.938-92

Yanai: -----//signature//-----	**Contractor:** -----//signature//-----	**Witness:** -----//signature//-----

I, Marina Viana Silva, telephone number 415 425-2508, mailing address P.O. Box 90487, San Diego, CA 92169, certify that I have performed the professional translation of this document from Portuguese to English, as a qualified translator fluent in both languages, and that the following is an accurate and complete translation of the document.

Marina Viana **Date: May 22, 2026**

CONTRATO DE PRESTAÇÃO DE SERVIÇOS

Pelo presente '*Contrato de Prestação de Serviços*' (Contrato), as Partes a seguir identificadas:

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA., pessoa jurídica de direito privado inscrita no CNPJ/MF nº. 52.132.442/0001-95, com sede na Rua Doutor Clemente Holtman Junior Nº 347, Sala 37, 3º andar, Condomínio Edifício Liberal Center I, Bairro Frazatto, na cidade de Jaguariúna, estado de São Paulo, CEP 13911-082, neste ato representada por seu sócio e administrador **Marcelo Kenji Gomes Yanai**, brasileiro, casado, engenheiro civil, portador da cédula de identidade RG nº 25.131.905-2 SSP/SP, inscrito no CPF/ME nº 297.831.088-08, doravante denominada apenas de **YANAI;** e

MR – MICHAEL REBOUÇAS – SERVIÇOS DE ENGENHARIA LTDA., pessoa jurídica de direito privado inscrita no CNPJ/ME nº. 50.318.177/0001-09 com sede na Rua Epitácio Pessoa, nº. 456, bairro Jardim Mauá, na cidade de Jaguariúna, Estado de São Paulo, CEP 13912-052, neste ato representada pelo administrador **Michael Rebouças**, portador da cédula de identidade RG nº. 49.445.457-X, inscrito no CPF/ME nº. 409.882.188-52, doravante denominada apenas de **CONTRATADA.**

todos também denominados, individualmente, como Parte e, em conjunto, como Partes;

Considerando que:

a) **YANAI** é uma empresa que atua no ramo da construção civil, especializada na estruturação de novos negócios imobiliários, tais como incorporações imobiliárias, construção de edifícios e casas residenciais, com financiamento imobiliário.

b) A **YANAI** tem interesse em contratar os serviços profissionais da **CONTRATADA.**

c) A **CONTRATADA** declara deter expertise na prestação dos serviços objetivados neste Contrato.

Resolvem as Partes celebrar o presente Contrato, sendo certo que todos os termos iniciados em letra maiúscula, seja no singular ou no plural deverão ter os significados a eles aqui atribuídos:

I - OBJETO

1.1 **YANAI**, neste ato, contrata a **CONTRATADA** para a prestação dos serviços de engenharia, a fim de que a **YANAI** possa executar os serviços em sua área de atuação.

Yanai:	Contratada:	Testemunhas:

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA.
CNPJ/ME nº. 52.132.442/0001-95

MR – MICHAEL REBOUÇAS – SERVIÇOS DE ENGENHARIA LTDA.
CNPJ/ME nº. 50.318.177/0001-09

Testemunhas:

1.)
Nome: JOÃO MIGUEL C. FERRÃO
RG: 34.910.101-0
CPF: 350.371.828-16

2.)
Nome: Fernanda Salvatico Rebouças
RG: 49.071.536-9
CPF: 316.473.938-92

SERVICE AGREEMENT

By means of this "*Service Agreement*" (Agreement), the Parties identified below:

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA., a private legal entity enrolled with the CNPJ/MF under No. 52.132.442/0001-95, with registered office at Rua Doutor Clemente Holtman Junior No. 347, Room 37, 3rd Floor, Liberal Center I Building Condominium, Frazatto Neighborhood, in the City of Jaguariúna, State of São Paulo, ZIP Code 13911-082, herein represented in accordance with its Articles of Association, hereinafter referred to simply as **YANAI**; and

JOAO MARCOS ALVES PINTO 43026721883, a private legal entity enrolled with the CNPJ/MF under No. 48.600.830/0001-86, with registered office at Rua Treze de Maio, No. 60, Vila Brasileira, in the City of Itatiba, State of São Paulo, ZIP Code 13.256-472, email address: eng.joaomarcosalves@outlook.com, herein represented in accordance with its Articles of Association, hereinafter referred to simply as the **CONTRACTOR.**

also individually referred to as a "Party" and jointly as the "Parties";

Whereas:

a) YANAI is a company operating in the civil construction sector, specializing in structuring new real estate businesses, such as real estate developments, construction of buildings, and residential homes, with real estate financing.

b) YANAI is interested in hiring professional engineering and construction management services.

c) The **CONTRACTOR** declares that it possesses expertise in the provision of the services contemplated under this Agreement.

The Parties hereby **RESOLVE** to execute this Agreement, and all terms initiated with capital letters, whether in the singular or plural form, shall have the meanings attributed to them herein:

1 – OBJECT

1.1 **YANAI** hereby hires the **CONTRACTOR** to provide engineering and construction management services ("Services"). The Services consist of controlling the scope of construction works, their timelines, quality, compliance with the project, budget, suppliers, materials, risk management, and execution.

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heading and paragraph 2 of Provisional Measure No. 2,200-2. The signatories represent that they are the lawful representatives of the Parties and possess the authority to execute this Agreement.

15.18. The Parties elect the courts of the District of Jaguariúna, State of São Paulo, Brazil, as the exclusive venue to settle any disputes arising out of or related to this Agreement, expressly waiving any other jurisdiction, however privileged it may be.

And, being fair and agreed, the Parties execute this Agreement in 02 (two) counterparts of equal form and content so that it may produce its intended legal effects, pursuant to its clauses and applicable civil law, before two witnesses; and, if executed digitally, in a single electronic counterpart.

Jaguariúna, January 12, 2026.

joao@incorporadoravanai.com.br
Signed
D4Sign

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA.
CNPJ/MF **No.** 52.132.442/0001-95

eng.joaomarcosalves@outlook.co
Signed
D4Sign

JOAO MARCOS ALVES PINTO
43026721883
CNPJ/MF **No.** 48.600.830/0001-86
eng.joaomarcosalves@outlook.com

12

Witnesses:

1) _____
Name:
ID No.:
Issuing Authority:

2) _____
Name:
ID No.:
Issuing Authority:

Yanai:	**Contractor:**	**Witness:**

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Sign

João Marcos Alves Pinto
eng.joaomarcosalves@outlook.com
Signed

João Miguel Carpinetti Ferrão
joao@incorporadorayanai.com.br
Signed



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I, Marina Viana Silva, telephone number 415 425-2508, mailing address P.O. Box 90487, San Diego, CA 92169, certify that I have performed the professional translation of this document from Portuguese to English, as a qualified translator fluent in both languages, and that the following is an accurate and complete translation of the document.

Marina Viana **Date: May 22, 2026**

CONTRATO DE PRESTAÇÃO DE SERVIÇOS

Pelo presente '*Contrato de Prestação de Serviços*' (Contrato), as Partes a seguir identificadas:

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA., pessoa jurídica de direito privado inscrita no CNPJ/MF sob o nº. 52.132.442/0001-95, com sede na Rua Doutor Clemente Holtman Junior nº. 347, Sala 37, 3º andar, Condomínio Edifício Liberal Center I, Bairro Frazatto, na cidade de Jaguariúna, estado de São Paulo, CEP: 13911-082, neste ato representada na forma de seu contrato social, doravante denominada apenas de **YANAI**; e,

JOAO MARCOS ALVES PINTO 43026721883, pessoa jurídica de direito privado inscrita no CNPJ/MF sob o nº. 48.600.830/0001-86, com sede na Rua Treze de Maio, 60, Vila Brasileira, na cidade de Itatiba, Estado de São Paulo, CEP: 13.256-472, com endereço eletrônico: eng.joaomarcosalves@outlook.com, neste ato representada na forma de seu contrato social, doravante denominada apenas de **CONTRATADA.**

todos também denominados, individualmente, como Parte e, em conjunto, como Partes;

Considerando que:

1

a) **YANAI** é uma empresa que atua no ramo da construção civil, especializada na estruturação de novos negócios imobiliários, tais como incorporações imobiliárias, construção de edifícios e casas residenciais, com financiamento imobiliário.

b) A **YANAI** tem interesse em contratar os serviços profissionais de engenharia e gestão de obras.

c) A **CONTRATADA** declara deter expertise na prestação dos serviços objetivados neste Contrato.

RESOLVEM as Partes celebrar o presente Contrato, sendo certo que todos os termos iniciados em letra maiúscula, seja no singular ou no plural deverão ter os significados a eles aqui atribuídos:

I - OBJETO

1.1 **YANAI**, neste ato, contrata a **CONTRATADA** para a prestação dos serviços de engenharia e gestão de obras ("Serviços"). Os Serviços consistem no controle de escopo de obras, seus prazos, qualidade, adequação ao projeto, orçamento, fornecedores, materiais, gestão de riscos e execução.

Yanai:	Contratada:	Testemunhas:

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caput e parágrafo 2º da Medida Provisória nº 2.200-2. Os signatários afirmam ser os legítimos representantes das Partes e possuir poderem para firmar este Contrato.

15.18. As partes elegem o foro da cidade de Jaguariúna, Estado de São Paulo, para dirimir eventuais questões controversas surgidas em face deste Contrato, excluindo-se qualquer outro, por mais privilegiado que seja.

E, por estarem justas e acertadas, firmam o presente Contrato em 02 (duas) vias de igual teor para que produza os efeitos jurídicos almejados, nos termos de suas cláusulas e da lei civil, perante duas testemunhas; e, se digital, em via única.

Jaguariúna, 12 de janeiro de 2026.

joao@incorporadoravanai.com.br
Assinado
João Miguel Carpanetti Ferrão
D4Sign

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA.
CNPJ/MF nº. 52.132.442/0001-95

eng.joaomarcosalves@outlook.co
Assinado
D4Sign

JOAO MARCOS ALVES PINTO 43026721883
CNPJ/MF nº. 48.600.830/0001-86
eng.joaomarcosalves@outlook.com

Testemunhas:

1.) _____
Nome:
RG:
Órgão Expedidor:

2.) _____
Nome:
RG:
Órgão Expedidor:

Yanai:	Contratada:	Testemunhas:

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Contrato de Prestação de Serviços - JOÃO MARCOS ALVES PINTO - S23902 pdf

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Sign

João Marcos Alves Pinto
eng.joaomarcosalves@outlook.com
Signed

João Miguel Carpinetti Ferrão
joao@incorporadorayanai.com.br
Signed





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SERVICE AGREEMENT

By means of this "*Service Agreement*" (Agreement), the Parties identified below:

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA., a private legal entity enrolled with the CNPJ/MF under No. 52.132.442/0001-95, with registered office at Rua Doutor Clemente Holtman Junior No. 347, Room 37, 3rd Floor, Liberal Center I Building Condominium, Frazatto Neighborhood, in the City of Jaguariúna, State of São Paulo, ZIP Code 13911-082, herein represented in accordance with its Articles of Association, hereinafter referred to simply as **YANAI**; and

64.052.017 TUANY VIEIRA DE CARVALHO, a private legal entity enrolled with the CNPJ/MF under no. 64.052.017/0001-75, with registered office at Rua José Frazatto, 986, Apartment 22, Jardim Imperial, in the city of Jaguariúna, State of São Paulo, ZIP Code: 13.912-844, with email address: tuany_lopes@hotmail.com, herein represented in accordance with its Articles of Association, hereinafter referred simply as the **CONTRACTOR.**

also individually referred to as a "Party" and jointly as the "Parties";

Whereas:

a) YANAI is a company operating in the civil construction sector, specializing in structuring new real estate businesses, such as real estate developments, construction of buildings, and residential homes, with real estate financing.

b) YANAI is interested in hiring professional engineering and construction management services.

c) The **CONTRACTOR** declares that it possesses expertise in the provision of the services contemplated under this Agreement.

The Parties hereby **RESOLVE** to execute this Agreement, and all terms initiated with capital letters, whether in the singular or plural form, shall have the meanings attributed to them herein:

I - OBJECT

1.1 **YANAI** hereby hires the **CONTRACTOR** to provide engineering and construction management services ("Services"). The Services consist of controlling the scope of construction works, their timelines, quality, compliance with the project, budget, suppliers, materials, risk management, and execution.

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heading and paragraph 2 of Provisional Measure No. 2,200-2. The signatories represent that they are the lawful representatives of the Parties and possess the authority to execute this Agreement.

15.18. The Parties elect the courts of the District of Jaguariúna, State of São Paulo, Brazil, as the exclusive venue to settle any disputes arising out of or related to this Agreement, expressly waiving any other jurisdiction, however privileged it may be.

And, being fair and agreed, the Parties execute this Agreement in 02 (two) counterparts of equal form and content so that it may produce its intended legal effects, pursuant to its clauses and applicable civil law, before two witnesses; and, if executed digitally, in a single electronic counterpart.

Jaguariúna, December 15, 2025.

joao@incorporadoravanai.com.br
Signed
D4Sign

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA.
CNPJ/MF **No.** 52.132.442/0001-95

tuany_lopes@hotmail.com
Signed
D4Sign

64.052.017 TUANY VIEIRA DE CARVALHO
CNPJ/MF **No.** 64.052.017/0001-75
tuany_lopes@hotmail.com

Witnesses:

1) _____
Name:
ID No.:
Issuing Authority:

2) _____
Name:
ID No.:
Issuing Authority:

Yanai:	**Contractor:**	**Witness:**

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Sign

Tuany Vieira De Carvalho
tuany_lopes@hotmail.com
Signed

Tuany Vieira De Carvalho

João Miguel Carpinetti Ferrão
joao@incorporadorayanai.com.br
Signed

João Miguel Carpinetti Ferrão

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11 Jan 2026, 01:52:32
TUANY VIEIRA DE CARVALHO **Signed** - Email: tuany_lopes@hotmail.com - IP: 177.51.64.111 (111.64.51.177.isp.timbrasil.com.br door: 27564) - Identity Card informed: 446.377.328-83 - DATE_ATOM: 2026-01-11T01:52:32-03:00

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I, Marina Viana Silva, telephone number 415 425-2508, mailing address P.O. Box 90487, San Diego, CA 92169, certify that I have performed the professional translation of this document from Portuguese to English, as a qualified translator fluent in both languages, and that the following is an accurate and complete translation of the document.

Marina Viana **Date: May 22, 2026**

CONTRATO DE PRESTAÇÃO DE SERVIÇOS

Pelo presente '*Contrato de Prestação de Serviços*' (Contrato), as Partes a seguir identificadas:

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA., pessoa jurídica de direito privado inscrita no CNPJ/MF sob o nº. 52.132.442/0001-95, com sede na Rua Doutor Clemente Holtman Junior nº. 347, Sala 37, 3º andar, Condomínio Edifício Liberal Center I, Bairro Frazatto, na cidade de Jaguariúna, estado de São Paulo, CEP: 13911-082, neste ato representada na forma de seu contrato social, doravante denominada apenas de **YANAI**; e,

64.052.017 TUANY VIEIRA DE CARVALHO, pessoa jurídica de direito privado inscrita no CNPJ/MF sob o nº. 64.052.017/0001-75, com sede na Rua José Frazatto, 986, Apartamento 22, Jardim Imperial, na cidade de Jaguariúna, Estado de São Paulo, CEP: 13.912-844, com endereço eletrônico: tuany_lopes@hotmail.com, neste ato representada na forma de seu contrato social, doravante denominada apenas de **CONTRATADA.**

todos também denominados, individualmente, como Parte e, em conjunto, como Partes;

Considerando que:

a) **YANAI** é uma empresa que atua no ramo da construção civil, especializada na estruturação de novos negócios imobiliários, tais como incorporações imobiliárias, construção de edifícios e casas residenciais, com financiamento imobiliário.

b) A **YANAI** tem interesse em contratar os serviços profissionais de engenharia e gestão de obras.

c) A **CONTRATADA** declara deter expertise na prestação dos serviços objetivados neste Contrato.

RESOLVEM as Partes celebrar o presente Contrato, sendo certo que todos os termos iniciados em letra maiúscula, seja no singular ou no plural deverão ter os significados a eles aqui atribuídos:

I - OBJETO

1.1 **YANAI**, neste ato, contrata a **CONTRATADA** para a prestação dos serviços de engenharia e gestão de obras ("Serviços"). Os Serviços consistem no controle de escopo de obras, seus prazos, qualidade, adequação ao projeto, orçamento, fornecedores, materiais, gestão de riscos e execução.

Yanai:	Contratada:	Testemunhas:

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Document signed electronically, according to MP 2.200-2/01, Art. 10º, §2. Brazil

caput e parágrafo 2º da Medida Provisória nº 2.200-2. Os signatários afirmam ser os legítimos representantes das Partes e possuir poderem para firmar este Contrato.

15.18. As partes elegem o foro da cidade de Jaguariúna, Estado de São Paulo, para dirimir eventuais questões controversas surgidas em face deste Contrato, excluindo-se qualquer outro, por mais privilegiado que seja.

E, por estarem justas e acertadas, firmam o presente Contrato em 02 (duas) vias de igual teor para que produza os efeitos jurídicos almejados, nos termos de suas cláusulas e da lei civil, perante duas testemunhas; e, se digital, em via única.

Jaguariúna, 15 de dezembro de 2025.

joao@incorporadoravanai.com.br
Assinado
João Miguel Carpanetti Ferrão
D4Sign

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA.
CNPJ/MF nº. 52.132.442/0001-95

tuany_lopes@hotmail.com
Assinado
Tuany Vieira De Carvalho
D4Sign

64.052.017 TUANY VIEIRA DE CARVALHO
CNPJ/MF nº. 64.052.017/0001-75
tuany_lopes@hotmail.com

Testemunhas:

1.) _____
Nome:
RG:
Órgão Expedidor:

2.) _____
Nome:
RG:
Órgão Expedidor:

Yanai:	Contratada:	Testemunhas:

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Contrato de Prestação de Serviços - TUANY VIEIRA DE CARVALHO - S23902 pdf

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Sign

Tuany Vieira De Carvalho
tuany_lopes@hotmail.com
Signed

Tuany Vieira De Carvalho

João Miguel Carpinetti Ferrão
joao@incorporadorayanai.com.br
Signed

João Miguel Carpinetti Ferrão

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TUANY VIEIRA DE CARVALHO **Signed** - Email: tuany_lopes@hotmail.com - IP: 177.51.64.111 (111.64.51.177.isp.timbrasil.com.br door: 27564) - Identity Card informed: 446.377.328-83 - DATE_ATOM: 2026-01-11T01:52:32-03:00

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This document is signed and certified by D4Sign

SERVICE AGREEMENT

By means of this "*Service Agreement*" (Agreement), the Parties identified below:

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA., a private legal entity enrolled with the CNPJ/MF under No. 52.132.442/0001-95, with registered office at Rua Doutor Clemente Holtman Junior No. 347, Room 37, 3rd Floor, Liberal Center I Building Condominium, Frazatto Neighborhood, in the City of Jaguariúna, State of São Paulo, ZIP Code 13911-082, herein represented in accordance with its Articles of Association, hereinafter referred to simply as **YANAI**; and

41.529.266 MILENA DE OLIVEIRA LOPES, a private legal entity registered with the CNPJ/MF under no. 41.529.266/0001-03, with registered office at Av. Joaquim Simplício dos Santos, 315, Jardim Águas Claras, in the city of Bragança Paulista, State of São Paulo, ZIP Code: 13.929-140, with email address: eng.milenalopes98@gmail.com, herein represented in accordance with its Articles of Association, hereinafter referred to as the **CONTRACTOR**.

also individually referred to as a "Party" and jointly as the "Parties";

Whereas:

a) YANAI is a company operating in the civil construction sector, specializing in structuring new real estate businesses, such as real estate developments, construction of buildings, and residential homes, with real estate financing.

b) YANAI is interested in hiring professional engineering and construction management services.

c) The **CONTRACTOR** declares that it possesses expertise in the provision of the services contemplated under this Agreement.

The Parties hereby **RESOLVE** to execute this Agreement, and all terms initiated with capital letters, whether in the singular or plural form, shall have the meanings attributed to them herein:

1 – PURPOSE

1.1 **YANAI** hereby hires the **CONTRACTOR** to provide engineering and construction management services ("Services"). The Services consist of controlling the scope of construction works, their timelines, quality, compliance with the project, budget, suppliers, materials, risk management, and execution.

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heading and paragraph 2 of Provisional Measure No. 2,200-2. The signatories represent that they are the lawful representatives of the Parties and possess the authority to execute this Agreement.

15.18. The Parties elect the courts of the District of Jaguariúna, State of São Paulo, Brazil, as the exclusive venue to settle any disputes arising out of or related to this Agreement, expressly waiving any other jurisdiction, however privileged it may be.

And, being fair and agreed, the Parties execute this Agreement in 02 (two) counterparts of equal form and content so that it may produce its intended legal effects, pursuant to its clauses and applicable civil law, before two witnesses; and, if executed digitally, in a single electronic counterpart.

Jaguariúna, December 15, 2025.

joao@incorporadoravanai.com.br
Signed
João Miguel Carpanetti Ferrão
D4Sign

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA.
CNPJ/MF **No.** 52.132.442/0001-95

eng.milenalopes98@gmail.com
Signed
Milena de Oliveira Lopes
D4Sign

41.529.266 MILENA DE OLIVEIRA LOPES
CNPJ/MF **No.** 41.529.266/0001-03
eng.milenalopes98@gmail.com

Witnesses:

1) _____
Name:
ID No.:
Issuing Authority:

2) _____
Name:
ID No.:
Issuing Authority:

Yanai:	**Contractor:**	**Witness:**

D4Sign d437064b-f383-44b2-b9f7-80d77c3c7ce1 - To confirm subscriptions, go to https://secure.d4sign.com.br/verificar
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Service Agreement - MILENA OLIVEIRA DOS SANTOS - S23902 pdf

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Sign

João Miguel Carpinetti Ferrão
joao@incorporadorayanai.com.br
Signed

João Miguel Carpinetti Ferrão

Milena de Oliveira Lopes
eng.milenalopes98@gmail.com
Signed

Milena de Oliveira Lopes

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I, Marina Viana Silva, telephone number 415 425-2508, mailing address P.O. Box 90487, San Diego, CA 92169, certify that I have performed the professional translation of this document from Portuguese to English, as a qualified translator fluent in both languages, and that the following is an accurate and complete translation of the document.

Marina Viana **Date: May 22, 2026**

CONTRATO DE PRESTAÇÃO DE SERVIÇOS

Pelo presente '*Contrato de Prestação de Serviços*' (Contrato), as Partes a seguir identificadas:

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA., pessoa jurídica de direito privado inscrita no CNPJ/MF sob o nº. 52.132.442/0001-95, com sede na Rua Doutor Clemente Holtman Junior nº. 347, Sala 37, 3º andar, Condomínio Edifício Liberal Center I, Bairro Frazatto, na cidade de Jaguariúna, estado de São Paulo, CEP: 13911-082, neste ato representada na forma de seu contrato social, doravante denominada apenas de **YANAI**; e,

41.529.266 MILENA DE OLIVEIRA LOPES, pessoa jurídica de direito privado inscrita no CNPJ/MF sob o nº. 41.529.266/0001-03, com sede na Av. Joaquim Simplício dos Santos, 315, Jardim Águas Claras, na cidade de Bragança Paulista, Estado de São Paulo, CEP: 13.929-140, com endereço eletrônico: eng.milenalopes98@gmail.com, neste ato representada na forma de seu contrato social, doravante denominada apenas de **CONTRATADA.**

todos também denominados, individualmente, como Parte e, em conjunto, como Partes;

Considerando que:

a) **YANAI** é uma empresa que atua no ramo da construção civil, especializada na estruturação de novos negócios imobiliários, tais como incorporações imobiliárias, construção de edifícios e casas residenciais, com financiamento imobiliário.

b) A **YANAI** tem interesse em contratar os serviços profissionais de engenharia e gestão de obras.

c) A **CONTRATADA** declara deter expertise na prestação dos serviços objetivados neste Contrato.

RESOLVEM as Partes celebrar o presente Contrato, sendo certo que todos os termos iniciados em letra maiúscula, seja no singular ou no plural deverão ter os significados a eles aqui atribuídos:

I - OBJETO

1.1 **YANAI**, neste ato, contrata a **CONTRATADA** para a prestação dos serviços de engenharia e gestão de obras ("Serviços"). Os Serviços consistem no controle de escopo de obras, seus prazos, qualidade, adequação ao projeto, orçamento, fornecedores, materiais, gestão de riscos e execução.

Yanai:	Contratada:	Testemunhas:

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caput e parágrafo 2º da Medida Provisória nº 2.200-2. Os signatários afirmam ser os legítimos representantes das Partes e possuir poderem para firmar este Contrato.

15.18. As partes elegem o foro da cidade de Jaguariúna, Estado de São Paulo, para dirimir eventuais questões controversas surgidas em face deste Contrato, excluindo-se qualquer outro, por mais privilegiado que seja.

E, por estarem justas e acertadas, firmam o presente Contrato em 02 (duas) vias de igual teor para que produza os efeitos jurídicos almejados, nos termos de suas cláusulas e da lei civil, perante duas testemunhas; e, se digital, em via única.

Jaguariúna, 15 de dezembro de 2025.

joao@incorporadoravanai.com.br
Assinado
João Miguel Carpanetti Ferrão
D4Sign

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA.
CNPJ/MF nº. 52.132.442/0001-95

eng.milenalopes98@gmail.com
Assinado
Milena de Oliveira Lopes
D4Sign

41.529.266 MILENA DE OLIVEIRA LOPES
CNPJ/MF nº. 41.529.266/0001-03
eng.milenalopes98@gmail.com

Testemunhas:

1.) _____
Nome:
RG:
Órgão Expedidor:

2.) _____
Nome:
RG:
Órgão Expedidor:

Yanai:	Contratada:	Testemunhas:

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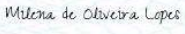
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Sign

João Miguel Carpinetti Ferrão
joao@incorporadorayanai.com.br
Signed



Milena de Oliveira Lopes
eng.milenalopes98@gmail.com
Signed



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This document is signed and certified by D4Sign

SERVICE AGREEMENT

By means of this "*Service Agreement*" (Agreement), the Parties identified below:

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA., a private legal entity enrolled with the CNPJ/MF under No. 52.132.442/0001-95, with registered office at Rua Doutor Clemente Holtman Junior No. 347, Room 37, 3rd Floor, Liberal Center I Building Condominium, Frazatto Neighborhood, in the City of Jaguariúna, State of São Paulo, ZIP Code 13911-082, herein represented by its partner and manager **Marcelo Kenji Gomes Yanai**, Brazilian, married, civil engineer, holder of Identity Card ID No. 25.131.905-2 SSP/SP, enrolled with CPF/ME under No. 297.831.088-08, hereinafter referred to solely as **CONTRACTING PARTY**; and

JAAZIEL MATEUS VILELA MALLQUI, a private legal entity registered with the CNPJ/MF under number 53.384.989/0001-40, with registered office at Rua Segundo Begalli, number 319, Jardim Alzira, in the city of Pedreira, State of São Paulo, ZIP Code 13920-000, herein represented by its manager **JAAZIEL MATEUS VILELA MALLQUI**, Brazilian, civil engineer, holder of national driver's license number 07529974480, which includes ID number 38.795.770 SSP/SP, registered with the CPF/MF under number 353.339.138-89, hereinafter referred to as the **CONTRACTOR**.

1

also individually referred to as a "Party" and jointly as the "Parties";

Whereas:

a) CONTRACTING PARTY is a company operating in the civil construction sector, specializing in structuring new real estate businesses, such as real estate developments, construction of buildings, and residential homes, with real estate financing.

b) CONTRACTING PARTY is interested in hiring the professional services of the **CONTRACTOR**.

c) The **CONTRACTOR** declares that it possesses expertise in the provision of the services contemplated under this Agreement.

The Parties hereby **RESOLVE** to execute this Agreement, and all terms initiated with capital letters, whether in the singular or plural form, shall have the meanings attributed to them herein:

I – OBJECT

1.1 **YANAI** hereby hires the **CONTRACTOR** to provide engineering services so that **CONTRACTING PARTY** may perform services within its area of operation.

15.12. The Parties elect the courts of the District of Jaguariúna, State of São Paulo, Brazil, as the exclusive venue to settle any disputes arising out of or related to this Agreement, expressly waiving any other jurisdiction, however privileged it may be.

And, being fair and agreed, the Parties execute this Agreement in 02 (two) counterparts of equal form and content so that it may produce its intended legal effects, pursuant to its clauses and applicable civil law, before two witnesses.

Jaguariúna, January 8, 2024.

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA.
- Contracting Party -

JAAZIEL MATEUS VILELA MALLQUI
- Contractor -

Witnesses:

1.) _____
Name: Fransuide Gomes
ID No.: 54 455 15+6
CPF: 482 875 028-29

2.) _____
Name: JOAO M. F FERRARI
ID No.: 39.010.[illegible]-0
CPF: 350.371 828-16

11

Contracting Party: -----//signature//-----	**Contractor:** -----//signature//-----	**Witness 1:** -----//signature//-----	**Witness 2:** -----//signature//-----

I, Marina Viana Silva, telephone number 415 425-2508, mailing address P.O. Box 90487, San Diego, CA 92169, certify that I have performed the professional translation of this document from Portuguese to English, as a qualified translator fluent in both languages, and that the following is an accurate and complete translation of the document.

Marina Viana **Date: May 22, 2026**

CONTRATO DE PRESTAÇÃO DE SERVIÇOS

Pelo presente '*Contrato de Prestação de Serviços*' ("Contrato"), as Partes a seguir identificadas:

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA., pessoa jurídica de direito privado inscrita no CNPJ/MF nº. 52.132.442/0001-95, com sede na Rua Doutor Clemente Holtman Junior Nº 347, Sala 37, 3º andar, Condomínio Edifício Liberal Center I, Bairro Frazatto, na cidade de Jaguariúna, estado de São Paulo, CEP 13911-082, neste ato representada por seu sócio e administrador **Marcelo Kenji Gomes Yanai**, brasileiro, casado, engenheiro civil, portador da cédula de identidade RG nº 25.131.905-2 SSP/SP, inscrito no CPF/ME nº 297.831.088-08, doravante denominada **CONTRATANTE**; e,

JAAZIEL MATEUS VILELA MALLQUI, pessoa jurídica de direito privado inscrita no CNPJ/MF n° 53.384.989/0001-40, com sede na Rua Segundo Begalli, n° 319, Jardim Alzira, na cidade de Pedreira, Estado de São Paulo, CEP 13920-000, neste ato representada por seu administrador **JAAZIEL MATEUS VILELA MALLQUI**, brasileiro, engenheiro civil, portador da carteira nacional de habilitação n° 07529974480, onde consta o RG n° 38.795.770 SSP/SP, inscrito no CPF/MF n° 353.339.138-89, doravante denominada apenas de **CONTRATADA.**

Todos também denominados, individualmente, como Parte e, em conjunto, como Partes;

Considerando que:

a) A **CONTRATANTE** é uma empresa que atua no ramo da construção civil, especializada na estruturação de novos negócios imobiliários, tais como incorporações imobiliárias, construção de edifícios e casas residenciais, com financiamento imobiliário;

b) A **CONTRATANTE** tem interesse em contratar os serviços profissionais da **CONTRATADA**;

c) A **CONTRATADA** declara ter expertise na prestação dos serviços objetivados neste Contrato;

RESOLVEM as Partes celebrar o presente Contrato, sendo certo que todos os termos iniciados em letra maiúscula, seja no singular ou no plural deverão ter os significados a eles aqui atribuídos:

OBJETO

1. A **CONTRATANTE**, neste ato, contrata a **CONTRATADA** para a prestação de serviços de engenharia, a fim de que a **CONTRATANTE** possa executar os serviços em sua área de atuação.

Contratante:	Contratada:	Testemunha 1:	Testemunha 2:

15.12. As partes elegem o foro da cidade de Jaguariúna, Estado de São Paulo, para dirimir eventuais questões controversas surgidas em face deste Contrato, excluindo-se qualquer outro, por mais privilegiado que seja.

E, por estarem justas e acertadas, firmam o presente Contrato em 02 (duas) vias de igual teor para que produza os efeitos jurídicos almejados, nos termos de suas cláusulas e da lei civil, perante duas testemunhas.

Jaguariúna, 08 de janeiro de 2024.

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA.
- Contratante -

JAAZIEL MATEUS VILELA MALLQUI
- Contratada -

Testemunhas:

1.) _____
Nome: Fernanda Gomes
RG: 54.455.456
CPF: 482 875 028-29

2.) _____
Nome: JOAO M. C. FONSECA
RG: 39.010.[illegible]-0
CPF: 350.371.828-16

Contratante:	Contratada:	Testemunha 1:	Testemunha 2:

SERVICE AGREEMENT

By means of this "*Service Agreement*" (Agreement), the Parties identified below:

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA., a private legal entity enrolled with the CNPJ/MF under No. 52.132.442/0001-95, with registered office at Rua Doutor Clemente Holtman Junior No. 347, Room 37, 3rd Floor, Liberal Center I Building Condominium, Frazatto Neighborhood, in the City of Jaguariúna, State of São Paulo, ZIP Code 13911-082, herein represented in accordance with its Articles of Association, hereinafter referred to simply as **YANAI**; and

AMANDA ROWE APOLONIO SERVIÇOS DE ENGENHARIA LTDA., trade name as **ROWE ENGENHARIA**, a private legal entity registered with the CNPJ/MF under no. 61.455.807/0001-03, with registered office at Rua Pais Leme, 215 – suite 1713 – Pinheiros neighborhood, in the city of São Paulo, state of São Paulo, herein represented in accordance with its Articles of Association, hereinafter referred to as the **CONTRACTOR**.

also individually referred to as a "Party" and jointly as the "Parties";

Whereas:

a) YANAI is a company operating in the civil construction sector, specializing in structuring new real estate businesses, such as real estate developments, construction of buildings, and residential homes, with real estate financing.

b) YANAI is interested in hiring professional engineering and construction management services.

c) The **CONTRACTOR** declares that it possesses expertise in the provision of the services contemplated under this Agreement.

The Parties hereby **RESOLVE** to execute this Agreement, and all terms initiated with capital letters, whether in the singular or plural form, shall have the meanings attributed to them herein:

I – OBJECT

1.1 **YANAI** hereby hires the **CONTRACTOR** to provide engineering and construction management services ("Services"). The Services consist of controlling the scope of construction works, their timelines, quality, compliance with the project, budget, suppliers, materials, risk management, and execution.

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heading and paragraph 2 of Provisional Measure No. 2,200-2. The signatories represent that they are the lawful representatives of the Parties and possess the authority to execute this Agreement.

15.18. The Parties elect the courts of the District of Jaguariúna, State of São Paulo, Brazil, as the exclusive venue to settle any disputes arising out of or related to this Agreement, expressly waiving any other jurisdiction, however privileged it may be.

And, being fair and agreed, the Parties execute this Agreement in 02 (two) counterparts of equal form and content so that it may produce its intended legal effects, pursuant to its clauses and applicable civil law, before two witnesses; and, if executed digitally, in a single electronic counterpart.

Jaguariúna, August 5, 2025.

marcelo@incorporadorayanai.com.br
Signed
D4Sign

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA.

amanda-apolonio@hotmail.com
Signed
D4Sign

ROWE ENGENHARIA

Witnesses:

joao@incorporadorayanai.com.br
Signed
João Miguel Carpinetti Ferrão
D4Sign

1.) _____

Name:
ID No.:
Issuing Authority:

nilson@incorporadorayanai.com.br
Signed
Nilson Junior
D4Sign

2.) _____

Name:
ID No.:
Issuing Authority:

Yanai:	Contractor:	Witness:

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Document signed electronically, according to MP 2.200-2/01, Art. 10o, §2. Brazil

ANNEX I TO THE SERVICE AGREEMENT

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA., a private legal entity enrolled with the CNPJ/MF under No. 52.132.442/0001-95, with registered office at Rua Doutor Clemente Holtman Junior No. 347, Room 37, 3rd Floor, Liberal Center I Building Condominium, Frazatto Neighborhood, in the City of Jaguariúna, State of São Paulo, ZIP Code 13911-082, herein represented in accordance with its Articles of Association, hereinafter referred to simply as **YANAI**; and

AMANDA ROWE APOLONIO SERVIÇOS DE ENGENHARIA LTDA., trade name as **ROWE ENGENHARIA**, a private legal entity registered with the CNPJ/MF under no. 61.455.807/0001-03, with registered office at Rua Pais Leme, 215 – suite 1713 – Pinheiros neighborhood, in the city of São Paulo, state of São Paulo, herein represented in accordance with its Articles of Association, hereinafter referred to as the **CONTRACTOR**.

also individually referred to as a “Party” and jointly as the “Parties”;

YANAI shall pay the **CONTRACTOR** the following monthly amounts, per construction project under its active management and within the approved schedule:

Project Size	**Area**	**Amounts According to Project Phase**	
		Gray Phase	**Finishing Phase**
Small	< 250 m²	R$ 1,210.00	R$ 1,320.00
Medium	250 to 400 m²	R$ 1,430.00	R$ 1,540.00
Large	> 400 m²	R$ 1,650.00	R$ 1,760.00

The **CONTRACTOR** declares that it has had access to the project phase criteria adopted by **YANAI**, characterized as: **(i) the gray phase**, corresponding to the period from pre-construction through Stage 4; and **(ii) the finishing phase**, corresponding to Stages 5 through 8 of the construction project.

And, being thus fair and agreed, the Parties execute this Annex I.

Jaguariúna, August 5, 2025.

marcelo@incorporadorayanai.com.br
Signed
D4Sign

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA.

amanda-apolonio@hotmail.com
Signed
D4Sign

ROWE ENGENHARIA

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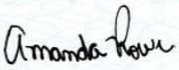
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Signatures

Marcelo Kenji Gomes Yanai
marcelo@incorporadorayanai.com.br
Signed



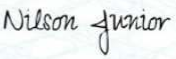
Amanda Rowe Apolonio
amanda-apolonio@hotmail.com
Signed



João Miguel Carpinetti Ferrão
joao@incorporadorayanai.com.br
Signed as witness



Nilson Severino da Silva Junior
nilson@incorporadorayanai.com.br
Signed as witness



Document Events

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August 5, 2025, 07:55:37 AM
NILSON SEVERINO DA SILVA JUNIOR **signed as a witness** - Email: nilson@incorporadorayanai.com.br IP: 200.236.193.255 (200-236-193-255.shared.desktop.com.br, port: 51204) Geolocation: -22.77376 -47.251456 - Identification document provided: 349.533.278-29 - DATE_ATOM: 2025-08-05T7:55:37 AM-03:00

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AMANDA ROWE APOLONIO **signed** – Email: amanda-apolonio@hotmail.com – IP: 200.236.201.17 - (200-236-201-17.shared.desktop.com.br, port: 27216) – Identification document provided: 407.416.938-01 – DATE_ATOM: 2025-08-06T12:09:09 PM-03:00

August 8, 2025, 10:24:07 AM
JOÃO MIGUEL CARPINETTI FERRÃO **signed as witness** – Email: joao@incorporadorayanai.com.br – IP: 200.236.193.255 - (200-236-193-255.shared.desktop.com.br, port: 5394) – Geolocation: -22.70199791610277 / -46.99272802257167 – Identification document provided: 350.371.828-16 – DATE_ATOM: 2025-08-08T10:24:07AM-03:00

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Integrity certified in accordance with the ICP-BRASIL standard.
Electronic and handwritten signatures have equal legal validity pursuant to **Provisional Measure No. 2.200-2/2001** and Law No. **14.063/2020.**

I, Marina Viana Silva, telephone number 415 425-2508, mailing address P.O. Box 90487, San Diego, CA 92169, certify that I have performed the professional translation of this document from Portuguese to English, as a qualified translator fluent in both languages, and that the following is an accurate and complete translation of the document.

Marina Viana **Date: May 22, 2026**

CONTRATO DE PRESTAÇÃO DE SERVIÇOS

Pelo presente '*Contrato de Prestação de Serviços'* (Contrato), as Partes a seguir identificadas:

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA., pessoa jurídica de direito privado inscrita no CNPJ/MF sob o nº. 52.132.442/0001-95, com sede na Rua Doutor Clemente Holtman Junior nº. 347, Sala 37, 3º andar, Condomínio Edifício Liberal Center I, Bairro Frazatto, na cidade de Jaguariúna, estado de São Paulo, CEP: 13911-082, neste ato representada na forma de seu contrato social, doravante denominada apenas de **YANAI**; e,

AMANDA ROWE APOLONIO SERVIÇOS DE ENGENHARIA LTDA., nome fantasia **ROWE ENGENHARIA**, pessoa jurídica de direito privado inscrita no CNPJ/MF sob o nº. 61.455.807/0001-03, com sede na Rua Pais Leme, 215 – conjunto 1713 – Bairro Pinheiros, na cidade de São Paulo, estado de São Paulo, neste ato representada na forma de seu contrato social, doravante denominada apenas de **CONTRATADA.**

Todos também denominados, individualmente, como Parte e, em conjunto, como Partes;

Considerando que:

1

a) **YANAI** é uma empresa que atua no ramo da construção civil, especializada na estruturação de novos negócios imobiliários, tais como incorporações imobiliárias, construção de edifícios e casas residenciais, com financiamento imobiliário.

b) A **YANAI** tem interesse em contratar os serviços profissionais de engenharia e gestão de obras**.**

c) A **CONTRATADA** declara deter expertise na prestação dos serviços objetivados neste Contrato.

RESOLVEM as Partes celebrar o presente Contrato, sendo certo que todos os termos iniciados em letra maiúscula, seja no singular ou no plural deverão ter os significados a eles aqui atribuídos:

I - OBJETO

1.1 **YANAI**, neste ato, contrata a **CONTRATADA** para a prestação dos serviços de engenharia e gestão de obras ("Serviços"). Os Serviços consistem no controle de escopo de obras, seus prazos, qualidade, adequação ao projeto, orçamento, fornecedores, materiais, gestão de riscos e execução.

Yanai:	Contratada:	Testemunhas:

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caput e parágrafo 2º da Medida Provisória nº 2.200-2. Os signatários afirmam ser os legítimos representantes das Partes e possuir poderem para firmar este Contrato.

15.18. As partes elegem o foro da cidade de Jaguariúna, Estado de São Paulo, para dirimir eventuais questões controversas surgidas em face deste Contrato, excluindo-se qualquer outro, por mais privilegiado que seja.

E, por estarem justas e acertadas, firmam o presente Contrato em 02 (duas) vias de igual teor para que produza os efeitos jurídicos almejados, nos termos de suas cláusulas e da lei civil, perante duas testemunhas; e, se digital, em via única.

Jaguariúna, 05 de agosto de 2025.

marcelo@incorporadorayanai.com.br
Assinado
D4Sign

amanda-apolonio@hotmail.com
Assinado
D4Sign

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA.	**ROWE ENGENHARIA**

Testemunhas:

joao@incorporadorayanai.com.br
Assinado
D4Sign

1.) _____
Nome:
RG:
Órgão Expedidor:

nilson@incorporadorayanai.com.br
Assinado
D4Sign

2.) _____
Nome:
RG:
Órgão Expedidor:

Yanai:	Contratada:	Testemunhas:

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ANEXO I AO CONTRATO DE PRESTAÇÃO DE SERVIÇOS

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA., pessoa jurídica de direito privado inscrita no CNPJ/MF sob o nº. 52.132.442/0001-95, com sede na Rua Doutor Clemente Holtman Junior nº. 347, Sala 37, 3º andar, Condomínio Edifício Liberal Center I, Bairro Frazatto, na cidade de Jaguariúna, estado de São Paulo, CEP: 13911-082, neste ato representada na forma de seu contrato social, doravante denominada apenas de **YANAI;** e

AMANDA ROWE APOLONIO SERVIÇOS DE ENGENHARIA LTDA., nome fantasia **ROWE ENGENHARIA**, pessoa jurídica de direito privado inscrita no CNPJ/MF sob o nº. 61.455.807/0001-03, com sede na Rua Pais Leme, 215 – conjunto 1713 – Bairro Pinheiros, na cidade de São Paulo, estado de São Paulo, neste ato representada na forma de seu contrato social, doravante denominada apenas de **CONTRATADA.**

Todos também denominados, individualmente, como Parte e, em conjunto, como Partes.

joao@incorporadorayanai.com.br Assinado João Miguel Carpinetti Ferrão D4Sign

A **YANAI** pagará a **CONTRATADA** os seguintes valores mensais, por obra sob sua gestão ativa e dentro do cronograma aprovado:

Porte da obra	Tamanho	Valores conforme fase da obra	
		Cinza	Acabamentos
Pequeno	< 250 m²	R$ 1.210,00	R$ 1.320,00
Médio	250 a 400 m²	R$ 1.430,00	R$ 1.540,00
Grande	> 400 m²	R$ 1.650,00	R$ 1.760,00

A **CONTRATADA** declara que teve acesso ao critério de fases de obra adotado pela **YANAI**, caracterizado como **(i) fase cinza** o momento de pré-obra ao momento 4 e **(ii) fase de acabamentos** do momento 5 ao momento 8 de obra.

E por estarem assim justas e acordadas, firmam o presente Anexo I.

Jaguariúna, 05 de agosto de 2025.

marcelo@incorporadorayanai.com.br Assinado

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA.

amanda-apolonio@hotmail.com Assinado

ROWE ENGENHARIA

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Contrato de Prestação de Serviços - Amanda Rowe - S23902 pdf

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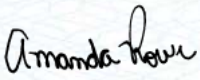
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Assinaturas

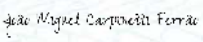
Marcelo Kenji Gomes Yanai
marcelo@incorporadorayanai.com.br
Assinou



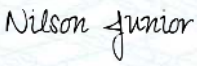
Amanda Rowe Apolonio
amanda-apolonio@hotmail.com
Assinou



João Miguel Carpinetti Ferrão
joao@incorporadorayanai.com.br
Assinou como testemunha



Nilson Severino da Silva Junior
nilson@incorporadorayanai.com.br
Assinou como testemunha



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SERVICE AGREEMENT

By means of this "*Service Agreement*" (Agreement), the Parties identified below:

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA., a private legal entity enrolled with the CNPJ/MF under No. 52.132.442/0001-95, with registered office at Rua Doutor Clemente Holtman Junior No. 347, Room 37, 3rd Floor, Liberal Center I Building Condominium, Frazatto Neighborhood, in the City of Jaguariúna, State of São Paulo, ZIP Code 13911-082, herein represented in accordance with its Articles of Association, hereinafter referred to simply as **YANAI**; and

52.058.423 MARCOS AUGUSTO, a micro-entrepreneur registered with the CNPJ/MF under number 52.058.423/0001-66, with registered office at Rua Alcides De Oliveira Germano, 51, Jardim Maua II, in the city of Jaguariúna, State of São Paulo, ZIP Code 13912-126, herein represented by **Marcos Augusto**, Brazilian, married, architect, registered with the ID/SSP-SP under number 33.566.615 and with the CPF/MF under number 311.248.388-05, hereinafter referred to solely as the **CONTRACTOR**.

also individually referred to as a "Party" and jointly as the "Parties";

Whereas:

a) YANAI is a company operating in the civil construction sector, specializing in structuring new real estate businesses, such as real estate developments, construction of buildings, and residential homes, with real estate financing. 1

b) YANAI has an interest in hiring professional engineering and construction management services.

c) The **CONTRACTOR** declares that it possesses expertise in the provision of the services contemplated under this Agreement.

The Parties hereby **RESOLVE** to execute this Agreement, and all terms initiated with capital letters, whether in the singular or plural form, shall have the meanings attributed to them herein:

I – OBJECT

1.1 **YANAI** hereby hires the **CONTRACTOR** to provide engineering and construction management services ("Services"). The Services consist of controlling the scope of the works, schedules, quality, compliance with the project, budget, suppliers, materials, risk management, and execution.

1.2 The **CONTRACTOR** shall perform the Services, as well as consultations and support activities, even if not specifically mentioned herein, provided they may reasonably be inferred as necessary for the execution of the contractual purpose.

1.3 Should **YANAI** decide to hire additional services beyond the Services, such services shall be the subject of a new agreement.

15.16. The **CONTRACTOR** agrees to make available, from the beginning of the contractual performance, at least one duly authorized representative to participate in a communication group established by **YANAI** through the WhatsApp application or any other electronic means that may replace or complement it.

15.16.1. The **CONTRACTOR** undertakes to continuously monitor the messages exchanged in such group and to respond in a timely and appropriate manner, unless otherwise specified by the Parties.

15.16.2. The **CONTRACTOR** is expressly prohibited from maintaining direct communication with **YANAI**'s end client outside the previously authorized and official channels. Should any interaction occur outside such channels on an exceptional basis, the **CONTRACTOR** shall immediately communicate and formally report the content of such interaction to **YANAI** in writing, through the official application, under penalty of contractual default.

15.17. This Agreement may be executed electronically, and the Parties acknowledge that such form is fully valid pursuant to Article 107 of the Brazilian Civil Code and Article 10, heading and paragraph 2, of Provisional Measure No. 2,200-2. The signatories declare that they are the legitimate representatives of the Parties and possess the authority to execute this Agreement.

15.18. The Parties elect the courts of the city of Jaguariúna, State of São Paulo, as the exclusive venue to settle any disputes arising out of or related to this Agreement, expressly waiving any other jurisdiction, however privileged it may be.

And, being fair and agreed, the Parties execute this Agreement in 02 (two) counterparts of equal content and form so that it may produce its intended legal effects, pursuant to its clauses and applicable civil law, in the presence of two witnesses; and, if executed electronically, in a single electronic counterpart.

10

Jaguariúna, August 12, 2025.

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA.

52.058.423 MARCOS AUGUSTO

Witnesses:

1) _____

Name:
ID No.:
Issuing Authority:

2) _____

Name:
ID No.:
Issuing Authority:

ANNEX I TO THE SERVICE AGREEMENT

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA., a private legal entity enrolled with the CNPJ/MF under No. 52.132.442/0001-95, with registered office at Rua Doutor Clemente Holtman Junior No. 347, Room 37, 3rd Floor, Liberal Center I Building Condominium, Frazatto Neighborhood, in the City of Jaguariúna, State of São Paulo, ZIP Code 13911-082, herein represented in accordance with its Articles of Association, hereinafter referred to simply as **YANAI**; and

52.058.423 MARCOS AUGUSTO, a micro-entrepreneur registered with the CNPJ/MF under number 52.058.423/0001-66, with registered office at Rua Alcides De Oliveira Germano, 51, Jardim Maua II, in the city of Jaguariúna, State of São Paulo, ZIP Code 13912-126, herein represented by Marcos Augusto, Brazilian, married, architect, registered with the ID/SSP-SP under number 33.566.615 and with the CPF/MF under number 311.248.388-05, hereinafter referred to solely as the **CONTRACTOR**.

also individually referred to as a “Party” and jointly as the “Parties”;

YANAI shall pay the **CONTRACTOR** the following monthly amounts, per construction project under its active management and within the approved schedule:

Project Size	Area	Amounts According to Project Phase		
		Pre-construction	Gray Phase	Finishing Phase
Small	< 250 m²	R$ 500.00	R$ 1,000.00	R$ 1,200.00
Medium	250 to 400 m²	R$ 600.00	R$ 1,200.00	R$ 1,500.00
Large	> 400 m²	R$ 700.00	R$ 1,400.00	R$ 1,700.00

The **CONTRACTOR** declares that it has had access to the project phase criteria adopted by **YANAI**, characterized as: **(i) pre-construction phase**: from signing the contract with the client to the start of construction, **(ii) the gray phase**, corresponding to the period from pre-construction through Stage 4; and **(iii) the finishing phase**, corresponding to Stages 5 through 8 of the construction project.

And, being thus fair and agreed, the Parties execute this Annex I.

Jaguariúna, August 12, 2025.

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA.

52.058.423 MARCOS AUGUSTO

I, Marina Viana Silva, telephone number 415 425-2508, mailing address P.O. Box 90487, San Diego, CA 92169, certify that I have performed the professional translation of this document from Portuguese to English, as a qualified translator fluent in both languages, and that the following is an accurate and complete translation of the document.

Marina Viana **Date: May 25, 2026**

CONTRATO DE PRESTAÇÃO DE SERVIÇOS

Pelo presente '*Contrato de Prestação de Serviços*' (Contrato), as Partes a seguir identificadas:

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA., pessoa jurídica de direito privado inscrita no CNPJ/MF sob o nº. 52.132.442/0001-95, com sede na Rua Doutor Clemente Holtman Junior nº. 347, Sala 37, 3º andar, Condomínio Edifício Liberal Center I, Bairro Frazatto, na cidade de Jaguariúna, estado de São Paulo, CEP: 13911-082, neste ato representada na forma de seu contrato social, doravante denominada apenas de **YANAI**; e,

52.058.423 MARCOS AUGUSTO, microempreendedor individual inscrito no CNPJ/MF sob o nº. 52.058.423/0001-66, com sede na Rua Alcides De Oliveira Germano, 51, Jardim Maua II, na cidade de Jaguariúna, Estado de São Paulo, CEP: 13912-126, neste ato representado por **Marcos Augusto**, brasileiro, casado, arquiteto, inscrito no RG/SSP-SP sob o nº. 33.566.615 e no CPF/MF sob nº. 311.248.388-05, doravante denominada apenas de **CONTRATADA.**

todos também denominados, individualmente, como Parte e, em conjunto, como Partes;

Considerando que:

a) **YANAI** é uma empresa que atua no ramo da construção civil, especializada na estruturação de novos negócios imobiliários, tais como incorporações imobiliárias, construção de edifícios e casas residenciais, com financiamento imobiliário.

b) A **YANAI** tem interesse em contratar os serviços profissionais de engenharia e gestão de obras.

c) A **CONTRATADA** declara deter expertise na prestação dos serviços objetivados neste Contrato.

RESOLVEM as Partes celebrar o presente Contrato, sendo certo que todos os termos iniciados em letra maiúscula, seja no singular ou no plural deverão ter os significados a eles aqui atribuídos:

I - OBJETO

1.1 **YANAI**, neste ato, contrata a **CONTRATADA** para a prestação dos serviços de engenharia e gestão de obras ("Serviços"). Os Serviços consistem no controle de escopo de obras, seus prazos, qualidade, adequação ao projeto, orçamento, fornecedores, materiais, gestão de riscos e execução.

1.2 A **CONTRATADA** executará os Serviços bem como consultas, apoios, ainda que não especificadamente mencionados neste instrumento, mas que possam ser razoavelmente inferidos como sendo necessários para se chegar à execução do objeto contratual.

1.3 Caso a **YANAI** decida por contratar outros serviços além dos Serviços, os mesmos serão objeto de novo contrato.

Yanai:	Contratada:	Testemunhas:

15.16. A **CONTRATADA** concorda em disponibilizar, desde o início da execução contratual, ao menos um representante devidamente autorizado para integrar grupo de comunicação instituído pela **YANAI**, por meio do aplicativo WhatsApp ou outro meio eletrônico que venha a substituí-lo ou complementá-lo.

15.16.1. A **CONTRATADA** compromete-se a manter acompanhamento contínuo das mensagens veiculadas nesse grupo, responder de forma oportuna e adequada, a menos que seja especificado de outra forma pelas Partes.

15.16.2. Fica expressamente vedado à **CONTRATADA** manter comunicação direta com o cliente final da **YANAI** fora dos canais previamente autorizados e oficiais. Caso, em caráter excepcional, ocorra qualquer interação fora desses canais, a **CONTRATADA** obriga-se a comunicar e formalizar imediatamente o teor da referida interação à **YANAI**, por escrito, via aplicativo oficial, sob pena de inadimplemento contratual.

15.17. Este Contrato poderá ser firmado por via eletrônica e as Partes reconhecem que tal modalidade é plenamente válida, conforme art. 107 do Código Civil e art. 10, caput e parágrafo 2º da Medida Provisória nº 2.200-2. Os signatários afirmam ser os legítimos representantes das Partes e possuir poderem para firmar este Contrato.

15.18. As partes elegem o foro da cidade de Jaguariúna, Estado de São Paulo, para dirimir eventuais questões controversas surgidas em face deste Contrato, excluindo-se qualquer outro, por mais privilegiado que seja.

E, por estarem justas e acertadas, firmam o presente Contrato em 02 (duas) vias de igual teor para que produza os efeitos jurídicos almejados, nos termos de suas cláusulas e da lei civil, perante duas testemunhas; e, se digital, em via única.

10

Jaguariúna, 12 de agosto de 2025.

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA.

52.058.423 MARCOS AUGUSTO

Testemunhas:

1.) _____
Nome:
RG:
Órgão Expedidor:

2.) _____
Nome:
RG:
Órgão Expedidor:

Yanai:	Contratada:	Testemunhas:

ANEXO I AO CONTRATO DE PRESTAÇÃO DE SERVIÇOS

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA., pessoa jurídica de direito privado inscrita no CNPJ/MF sob o nº. 52.132.442/0001-95, com sede na Rua Doutor Clemente Holtman Junior nº. 347, Sala 37, 3º andar, Condomínio Edifício Liberal Center I, Bairro Frazatto, na cidade de Jaguariúna, estado de São Paulo, CEP: 13911-082, neste ato representada na forma de seu contrato social, doravante denominada apenas de **YANAI**; e

52.058.423 MARCOS AUGUSTO, microempreendedor individual inscrito no CNPJ/MF sob o nº. 52.058.423/0001-66, com sede na Rua Alcides De Oliveira Germano, 51, Jardim Maua II, na cidade de Jaguariúna, Estado de São Paulo, CEP: 13912-126, neste ato representado por **Marcos Augusto**, brasileiro, casado, arquiteto, inscrito no RG/SSP-SP sob o nº. 33.566.615 e no CPF/MF sob nº. 311.248.388-05, doravante denominada apenas de **CONTRATADA.**

Todos também denominados, individualmente, como Parte e, em conjunto, como Partes.

A **YANAI** pagará a **CONTRATADA** os seguintes valores mensais, por obra sob sua gestão ativa e dentro do cronograma aprovado:

Porte da obra	Tamanho	Valores conforme fase da obra		
		Pré-obra	Cinza	Acabamentos
Pequeno	< 250 m²	R$ 500,00	R$ 1.000,00	R$ 1.200,00
Médio	250 a 400 m²	R$ 600,00	R$ 1.200,00	R$ 1.500,00
Grande	> 400 m²	R$ 700,00	R$ 1.400,00	R$ 1.700,00

1

A **CONTRATADA** declara que teve acesso ao critério de fases de obra adotado pela **YANAI**, caracterizado como **(i) fase pré-obra**: da assinatura de contrato com cliente ao início da obra **(ii) fase cinza** do início da obra ao momento 4 e **(ii) fase de acabamentos** do momento 5 ao momento 8 de obra.

E por estarem assim justas e acordadas, firmam o presente Anexo I.

Jaguariúna, 12 de agosto de 2025.

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA.

52.058.423 MARCOS AUGUSTO

SERVICE AGREEMENT

By means of this "*Service Agreement*" (Agreement), the Parties identified below:

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA., a private legal entity enrolled with the CNPJ/MF under No. 52.132.442/0001-95, with registered office at Rua Doutor Clemente Holtman Junior No. 347, Room 37, 3rd Floor, Liberal Center I Building Condominium, Frazatto Neighborhood, in the City of Jaguariúna, State of São Paulo, ZIP Code 13911-082, herein represented in accordance with its Articles of Association, hereinafter referred to simply as **YANAI**; and

53.791.310 FERNANDA SALVATICO REBOUÇAS, a private legal entity enrolled with the CNPJ/MF under No. 53.791.310/0001-38, with registered office at Rua Epitácio Pessoa, No. 456, Jardim Mauá neighborhood, in the city of Jaguariúna, State of São Paulo, ZIP Code 13912-052, herein represented by its partner **Fernanda Salvatico Rebouças**, Brazilian, administrative assistant, married, bearer of ID/SSP-SP No. 49.071.536-9 and enrolled with the CPF/MF under No. 316.473.938-92, hereinafter referred to simply as the **CONTRACTOR**.

also individually referred to as a "Party" and jointly as the "Parties";

Whereas:

a) YANAI is a company operating in the civil construction sector, specializing in structuring new real estate businesses, such as real estate developments, construction of buildings, and residential homes, with real estate financing.

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b) YANAI has an interest in hiring professional engineering and construction management services.

c) The **CONTRACTED PARTY** declares that it possesses expertise in the provision of the services contemplated under this Agreement.

The Parties hereby **RESOLVE** to execute this Agreement, and all terms initiated with capital letters, whether in the singular or plural form, shall have the meanings attributed to them herein:

I – OBJECT

1.1 **YANAI** hereby hires the **CONTRACTOR** to provide administrative services ("Services").

1.2 The **CONTRACTOR** shall perform the Services, as well as consultations and support activities, even if not specifically mentioned herein, provided they may reasonably be inferred as necessary for the execution of the contractual purpose.

1.3 Should **YANAI** decide to hire additional services beyond the Services, such services shall be the subject of a new agreement.

1.4 The **CONTRACTOR** declares and ratifies, for all legal purposes and effects, that it (i) had full access to and reviewed all aspects comprising the engagement to fully understand

should any interaction occur outside such channels on an exceptional basis, the **CONTRACTOR** shall immediately communicate and formally report the content of such interaction to **YANAI** in writing, through the official application, under penalty of contractual default.

15.17. As a result of the execution of this instrument, the **CONTRACTOR** expressly, irrevocably, and irreversibly declares that it has received from the **CONTRACTING PARTY** all amounts, compensation, payments, reimbursements, and any other sums that may have been due in connection with previously rendered services, under any title whatsoever, and therefore has nothing further to claim, whether judicially or extrajudicially, in relation to the period prior to the execution of this Agreement.

15.18. This Agreement may be executed electronically, and the Parties acknowledge that such form is fully valid pursuant to Article 107 of the Brazilian Civil Code and Article 10, heading and paragraph 2, of Provisional Measure No. 2,200-2. The signatories declare that they are the legitimate representatives of the Parties and possess the authority to execute this Agreement.

15.19. The Parties elect the courts of the city of Jaguariúna, State of São Paulo, as the exclusive venue to settle any disputes arising out of or related to this Agreement, expressly waiving any other jurisdiction, however privileged it may be.

And, being fair and agreed, the Parties execute this Agreement in 02 (two) counterparts of equal content and form so that it may produce its intended legal effects, pursuant to its clauses and applicable civil law, in the presence of two witnesses; and, if executed electronically, in a single electronic counterpart.

Jaguariúna, January 20, 2025.

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA.

53.791.310 FERNANDA SALVATICO REBOUÇAS

Witnesses:

1.) Michael Rebouças
Name: Michael Rebouças
ID No.: 49.445.457-x
Issuing Authority: SSP

2.)
Name:
ID No.: 38795770-4
Issuing Authority: SSP

Yanai:	Contractor:	Witness:

I, Marina Viana Silva, telephone number 415 425-2508, mailing address P.O. Box 90487, San Diego, CA 92169, certify that I have performed the professional translation of this document from Portuguese to English, as a qualified translator fluent in both languages, and that the following is an accurate and complete translation of the document.

Marina Viana **Date: May 25, 2026**

CONTRATO DE PRESTAÇÃO DE SERVIÇOS

Pelo presente '*Contrato de Prestação de Serviços*' (Contrato), as Partes a seguir identificadas:

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA., pessoa jurídica de direito privado inscrita no CNPJ/MF sob o nº. 52.132.442/0001-95, com sede na Rua Doutor Clemente Holtman Junior nº. 347, Sala 37, 3º andar, Condomínio Edifício Liberal Center I, Bairro Frazatto, na cidade de Jaguariúna, estado de São Paulo, CEP: 13911-082, neste ato representada na forma de seu contrato social, doravante denominada apenas de **YANAI**; e,

53.791.310 FERNANDA SALVATICO REBOUÇAS, pessoa jurídica de direito privado inscrita no CNPJ/MF sob o nº. 53.791.310/0001-38, com sede na Rua Epitácio Pessoa, nº. 456, bairro Jardim Mauá, na cidade de Jaguariúna, Estado de São Paulo, CEP: 13912-052, neste ato representada por sua sócia **Fernanda Salvatico Rebouças**, brasileira, assistente administrativa, casada, inscrita no RG/SSP-SP sob o nº. 49.071.536-9 e no CPF/MF sob nº. 316.473.938-92, doravante denominada apenas de **CONTRATADA.**

todos também denominados, individualmente, como Parte e, em conjunto, como Partes;

Considerando que:

a) **YANAI** é uma empresa que atua no ramo da construção civil, especializada na estruturação de novos negócios imobiliários, tais como incorporações imobiliárias, construção de edifícios e casas residenciais, com financiamento imobiliário.

b) A **YANAI** tem interesse em contratar os serviços profissionais de engenharia e gestão de obras.

c) A **CONTRATADA** declara deter expertise na prestação dos serviços objetivados neste Contrato.

RESOLVEM as Partes celebrar o presente Contrato, sendo certo que todos os termos iniciados em letra maiúscula, seja no singular ou no plural deverão ter os significados a eles aqui atribuídos:

I - OBJETO

1.1 **YANAI**, neste ato, contrata a **CONTRATADA** para a prestação dos serviços administrativos ("Serviços").

1.2 A **CONTRATADA** executará os Serviços bem como consultas, apoios, ainda que não especificadamente mencionados neste instrumento, mas que possam ser razoavelmente inferidos como sendo necessários para se chegar à execução do objeto contratual.

1.3 Caso a **YANAI** decida por contratar outros serviços além dos Serviços, os mesmos serão objeto de novo contrato.

1.4 A **CONTRATADA** declara e ratifica para todos os fins e efeitos legais que (i) teve amplo acesso e analisou todos os aspectos que compõem a contratação para compreender com

Yanai:	Contratada:	Testemunhas:

em caráter excepcional, ocorra qualquer interação fora desses canais, a **CONTRATADA** obriga-se a comunicar e formalizar imediatamente o teor da referida interação à **YANAI**, por escrito, via aplicativo oficial, sob pena de inadimplemento contratual.

15.17. Em decorrência da celebração deste instrumento, a **CONTRATADA** declara, de forma expressa, irrevogável e irretratável, que recebeu da **CONTRATANTE** todos os valores, retribuições, pagamentos, reembolsos e quaisquer outros montantes eventualmente devidos em razão de serviços anteriormente prestados, sob qualquer título, nada mais tendo a reclamar, seja a que título for, judicial ou extrajudicialmente, em relação ao período anterior à assinatura deste Contrato.

15.18 Este Contrato poderá ser firmado por via eletrônica e as Partes reconhecem que tal modalidade é plenamente válida, conforme art. 107 do Código Civil e art. 10, caput e parágrafo 2º da Medida Provisória nº 2.200-2. Os signatários afirmam ser os legítimos representantes das Partes e possuir poderem para firmar este Contrato.

15.19. As partes elegem o foro da cidade de Jaguariúna, Estado de São Paulo, para dirimir eventuais questões controversas surgidas em face deste Contrato, excluindo-se qualquer outro, por mais privilegiado que seja.

E, por estarem justas e acertadas, firmam o presente Contrato em 02 (duas) vias de igual teor para que produza os efeitos jurídicos almejados, nos termos de suas cláusulas e da lei civil, perante duas testemunhas; e, se digital, em via única.

Jaguariúna, 20 de janeiro de 2025.

YANAI GESTÃO DE OBRAS E CONSTRUÇÕES LTDA.

53.791.310 FERNANDA SALVATICO REBOUÇAS

Testemunhas:

1.) Michael Rebouças
Nome: Michael Rebouças
RG: 49.445.457-x
Órgão Expedidor: SSP

2.) Josiel M. V. Balbino
Nome: Josiel Mateus Vilela Balbino
RG: 38795770-4
Órgão Expedidor: SSP

Yanai:	Contratada:	Testemunhas:

Exhibit C Beneficiary: Executive Role, Curriculum Vitae, Qualifications, Professional Background, and Support Letters

WSD – Work Scope and Development

CEO – CHIEF EXECUTIVE OFFICER					
Name:	**MARCELO KENJI GOMES YANAI**	Type of Agreement:	**PARTNER**	Revision:	**11/22/2025**

Summary of Position

Responsible for defining and directing the company's strategic vision, leading the commercial, marketing, expansion, and relationship management with clients and investors. Acts as the guardian of the company culture and guide for senior leadership.

Purpose of the Position

To guide the company toward sustainable growth, maintaining the company culture alive, ensuring a long-term strategic vision, and leading the development of new business opportunities.

Duties

1. Define strategic goals and the company's long-term vision.
2. Conduct meetings with investors, partners, and strategic clients.
3. Lead the commercial and marketing team, and acquire new contracts.
4. Approve decisions regarding expansion, team and company structuring, new products, and market positioning.
5. Conduct alignment and follow-up meetings with the Operations Board (COO).
6. Make decisions regarding capital allocation, corporate governance, and corporate management.
7. Maintain the company culture alive, updated, and practiced by all employees.
8. Oversee the company's finances through cash flow statement control.
9. Lead the accounts payable team, culture analyst, marketing analyst and assistant, and commercial team.

WSD – Work Scope and Development

CEO – CHIEF EXECUTIVE OFFICER					
Name:	**MARCELO KENJI GOMES YANAI**	Type of Agreement:	**PARTNER**	Revision:	**11/22/2025**

Expected Results	Success Indicators
√ Clear strategic vision aligned with operations	√ Annual revenue and number of executed contracts
√ Consistent growth in contracts and revenue	√ Client and investor satisfaction index
√ The company culture being practiced and disseminated	√ Level of team cultural engagement
√ Strong relationship with investors and stakeholders	√ Positive and controlled cash flow
√ Organizational structure prepared for scalability	√ Teams achieving their targets

Possible Obstacles

- √ Accumulation of strategic and tactical functions
- √ Lack of clarity in delegation and team empowerment
- √ Resistance to change by the team
- √ Misalignment between leadership and company culture
- √ Failure to establish daily limits
- √ Failure to define specific service hours for clients
- √ Failure of teams to meet targets
- √ Difficulty finding qualified professionals for required positions

Technical Competencies	Behavioral Competencies
√ Strategic planning and market analysis	√ Systemic vision and long-term thinking
√ Reading and monitoring financial indicators	√ Ownership mindset and decision-making
√ Negotiation and sales techniques	√ Ability to inspire and influence
√ Institutional communication and brand management	√ Active listening and emotional intelligence
√ Team management	√ Resilience, focus, and discipline
√ Crisis management	

I, Marina Viana Silva, telephone number 415 425-2508, mailing address P.O. Box 90487, San Diego, CA 92169, certify that I have performed the professional translation of this document from Portuguese to English, as a qualified translator fluent in both languages, and that the following is an accurate and complete translation of the document.

Marina Viana

Date: May 19, 2026

ETD - Escopo de trabalho e desenvolvimento

CEO - DIRETOR EXECUTIVO					
Nome:	**MARCELO KENJI GOMES YANAI**	Tipo de Contrato:	**SOC.**	Revisão:	**22/11/2025**

Descrição sumária do cargo

Responsável por definir e direcionar a visão estratégica da empresa, liderar o comercial, marketing, expansão e relacionamento com clientes e investidores. Atua como guardião da cultura e norteador da alta liderança.

Propósito da função

Guiar a empresa em direção ao crescimento sustentável, mantendo a cultura viva, garantindo visão estratégica de longo prazo e liderando a entrada de novos negócios e oportunidades.

Tarefas

1. Definir metas estratégicas e visão de longo prazo da empresa.
2. Conduzir reuniões com investidores, parceiros e clientes estratégicos.
3. Liderar o time comercial, marketing e aquisição de novos contratos.
4. Aprovar decisões sobre expansão, estruturação da equipe e da empresa, novos produtos e posicionamento.
5. Realizar reuniões de alinhamento e acompanhamento com a diretoria de operações. (COO).
6. Tomar decisões de alocação de capital, governança e gestão societária.
7. Manter a cultura da empresa viva, atualizada e praticada por todos.
8. Zelar pelas finanças da empresa, através do controle de demonstrativo de fluxo de caixa.
9. Liderar a equipe de contas a pagar, analista de cultura, analista e assistente de marketing e comercial.

ETD - Escopo de trabalho e desenvolvimento

CEO - DIRETOR EXECUTIVO					
Nome:	**MARCELO KENJI GOMES YANAI**	Tipo de Contrato:	**SOC.**	Revisão:	**22/11/2025**

Resultados esperados

- √ Visão estratégica clara e alinhada com a operação
- √ Crescimento consistente de contratos e receita
- √ Cultura da empresa sendo praticada e disseminada
- √ Relacionamento sólido com investidores e stakeholders
- √ Estrutura organizacional preparada para escalar

Indicadores de sucesso

- √ Receita anual e número de contratos assinados
- √ Índice de satisfação de clientes e investidores
- √ Nível de engajamento cultural da equipe
- √ Fluxo de caixa positivo e controlado
- √ Equipes cumprindo suas metas

Possíveis obstáculos

- √ Acúmulo de funções estratégicas e táticas
- √ Faltadeclarezanadelegaçãoeempoderamento do time
- √ Resistência à mudança por parte da equipe
- √ Desalinhamento entre liderança e cultura
- √ Não conseguir estabelecer limite diário
- √ Não limitar horários determinados para atendimento aos clientes
- √ Não cumprimento das metas pelas equipes
- √ Não encontrar pessoas qualificadas para os cargos necessários

Competências Técnicas

- √ Planejamento estratégico e análise de mercado
- √ Leitura e controle de indicadores financeiros
- √ Técnicas de negociação e vendas
- √ Comunicação institucional e gestão de marca
- √ Gestão de equipe
- √ Gestão de crise

Competências Comportamentais

- √ Visão sistêmica e pensamento de longo prazo
- √ Senso de dono e tomada de decisão
- √ Habilidade de inspirar e influenciar
- √ Escuta ativa e inteligência emocional
- √ Resiliência, foco e disciplina

MARCELO KENJI GOMES YANAI

Civil Engineer | Executive Director | Real Estate Development and Construction Management Executive
Jaguariúna, São Paulo, Brazil
LinkedIn: www.linkedin.com/in/marcelo-kenji-gomes-yanai-9ab18521
Mobile: (909) 671-2548
Email: marceloyanai@gmail.com

PROFESSIONAL SUMMARY

Civil Engineer and real estate development executive with more than 18 years of professional experience in construction management, real estate development, project planning, business structuring, and executive oversight of residential and mixed-use projects.

Experienced in leading construction-management operations, coordinating multidisciplinary teams, supervising project administration, managing client and investor relationships, overseeing budgets and financial performance, and implementing structured management systems for real estate and construction projects.

Currently serves in an executive leadership capacity within Yanai Gestão de Obras e Construções Ltda., directing strategic planning, business development, financial oversight, organizational structuring, client relationships, vendor coordination, and high-level operational supervision. His professional background combines technical civil engineering training with senior-level management experience in real estate development, construction administration, and corporate expansion.

CORE COMPETENCIES

Executive Leadership
Construction Management
Real Estate Development
Project Planning and Feasibility Analysis
Budgeting and Financial Oversight
Strategic Business Development
Investor and Client Relations
Vendor and Contractor Oversight
Organizational Structuring
Project Administration
Risk Management
Operational Systems Implementation
Microsoft Project
Microsoft Excel

PROFESSIONAL EXPERIENCE

Yanai Gestão de Obras e Construções Ltda.

Managing Partner / Executive Director
Jaguariúna, São Paulo, Brazil
2023 – Present

- Leads the company's strategic direction, business development, organizational structuring, financial oversight, and executive management activities.
- Oversees construction-management and real estate-development operations through a structured model focused on planning, project administration, budgeting, vendor coordination, reporting, quality control, and client communication.
- Directs multidisciplinary teams and external service providers while maintaining executive-level responsibility for strategic decisions, project direction, financial control, and client relationships.
- Supervises the implementation of management systems, operational procedures, project-control tools, dashboards, quotation maps, construction daily reports, and financial monitoring routines.
- Represents the company in client contracts and strategic business relationships involving construction administration, project management, consulting, advisory services, and real estate investment/project management.
- Coordinates high-level decisions involving contractor selection, risk management, resource allocation, budget control, and project-performance evaluation.
- Supports the company's expansion strategy, including the development of management methodologies intended to be adapted to the U.S. market through Yanai Development LLC.

Yanai Construtora e Incorporadora Ltda.

Executive Director
Jaguariúna, São Paulo, Brazil
August 2016 – Present

- Directs real estate development and residential construction initiatives, with a focus on condominium residential projects and construction-management operations.
- Oversees strategic planning, project feasibility, business structuring, client relationships, and executive supervision of project implementation.
- Coordinates financial, commercial, operational, and technical stakeholders to support the execution of real estate and construction projects.
- Leads business growth initiatives involving residential construction, project administration, and development opportunities in the Campinas metropolitan region.

- Supervises the company's operational structure while delegating technical and field-level execution to qualified professionals, contractors, and specialized service providers.

Construtora Sega

Director of Real Estate Development
Campinas Region, Brazil
December 2018 – December 2020

- Directed real estate development activities, including project structuring, feasibility review, strategic planning, and coordination of development initiatives.
- Participated in business decisions related to real estate positioning, project viability, commercial planning, and operational execution.
- Coordinated internal and external stakeholders involved in development, construction, and commercial activities.

Construtora Villa Rios

Real Estate Development Manager
Itapetininga Region, Brazil
September 2016 – November 2018

- Managed real estate development activities, including project planning, feasibility analysis, coordination of internal teams, and supervision of development-related processes.
- Supported executive decision-making related to project implementation, market positioning, and commercial strategy.
- Coordinated technical, financial, and operational inputs necessary for project development and execution.

OR Empreendimentos Imobiliários

Real Estate Development Coordinator
Campinas Region, Brazil
October 2010 – September 2016

- Coordinated real estate development projects involving planning, feasibility analysis, stakeholder coordination, and strategic project execution.
- Participated in large-scale residential and mixed-use developments, including projects with significant gross development value and complex commercial, hospitality, and residential components.
- Worked with multidisciplinary teams and contributed to strategic decisions affecting project positioning, commercialization, and business performance.
- Supported planning and coordination for major developments in the Campinas region.

PDG Incorporadora e Construtora

Construction Coordinator
February 2009 – October 2010

- Coordinated construction activities, project planning, schedule control, and operational follow-up for real estate development projects.
- Supported management routines related to construction execution, contractor coordination, quality control, and project delivery.
- Worked with technical and operational teams to monitor project progress and ensure alignment with planned schedules and budgets.

Abyara Brokers

Planning / New Business Analyst
June 2007 – February 2009

- Conducted planning and new business analysis for real estate development opportunities.
- Supported feasibility studies, market analysis, project structuring, and strategic decision-making for real estate projects.
- Developed analytical experience in project viability, commercial positioning, and real estate business planning.

Grupo Queiroz Galvão

Intern
February 2007 – June 2007

- Supported engineering, planning, and project-related activities within a large construction and infrastructure group.
- Assisted with technical and administrative tasks related to construction and project development.

Highlight Computação Gráfica

Intern
São Paulo Region, Brazil
January 2000 – December 2000

- Supported technical and project-related activities involving graphical and architectural/construction visualization support.

EDUCATION

Universidade Estadual Paulista “Júlio de Mesquita Filho” – UNESP

Bachelor’s Degree in Civil Engineering
2002 – 2006

Fundação Getulio Vargas – FGV

MBA in Real Estate and Construction Business Management
2010 – 2011

Escola Técnica Federal de São Paulo

Technical Degree in Building Construction / Civil Construction and Architecture
1997 – 2000

SELECTED PROFESSIONAL HIGHLIGHTS

- More than 18 years of experience in civil engineering, real estate development, construction management, project planning, and executive oversight.
- Executive leadership experience in construction-management and real estate-development companies in São Paulo, Brazil.
- Direct experience coordinating multidisciplinary teams, external contractors, vendors, engineers, planning professionals, financial stakeholders, and clients.
- Involvement in major residential and mixed-use real estate developments, including projects with significant gross development value and complex stakeholder coordination.
- Current executive role focused on strategic planning, business development, financial oversight, organizational management, client relationships, and operational supervision.
- Experience implementing structured management methodologies, project-control systems, budgeting routines, vendor coordination, reporting tools, and quality-control procedures.
- Planned executive transfer to Yanai Development LLC to lead U.S. market entry, strategic partnerships, construction-management services, real estate investment oversight, project administration, and operational expansion.

LANGUAGES

Portuguese – Native

March 27, 2026

To Whom It May Concern,

My name is Cristiano Postigo Roz, and I currently serve as Director of Marketing and Communications at Canopus Construtora. I am a real estate executive with extensive experience in development, operations, product strategy, and business structuring within the construction and real estate industry.

I am writing to provide my professional endorsement of Mr. Marcelo Kenji Gomes Yanai, whom I have known professionally since 2007, when we worked together at Abyara. At that time, we were both involved in planning and new business initiatives related to real estate developments, where Marcelo already demonstrated strong analytical skills, sound business judgment, and a solid understanding of project feasibility and structuring.

In 2013, our professional relationship evolved when we both worked at OR Empreendimentos Imobiliários, a real estate development company formerly part of the Odebrecht Group (now Novonor), based in Campinas, Brazil. In that context, I had the opportunity to observe Marcelo's performance within more complex and large-scale operations, where he assumed responsibilities that involved coordinating multidisciplinary teams, aligning different functional areas, and participating directly in strategic decisions that impacted the development, positioning, and commercial performance of projects.

During this period, Marcelo was involved in major developments such as Vox Residencial, launched in 2013, a residential project with a Gross Development Value (GDV) of approximately BRL 100 million, which achieved close to 90% of units sold within its first year and maintained high client satisfaction levels upon delivery. He was also involved in the Royal Campinas development, launched in 2014, a large mixed-use complex with a GDV exceeding BRL 500 million, including a convention center, hotel, and commercial components. In this project, Marcelo contributed to strategic planning, stakeholder coordination, and key business decisions, including aspects related to the positioning and commercialization of the hotel component, which reached full sales in a short timeframe.

Since 2017, our relationship has further developed into a strategic partnership in business initiatives. In this capacity, I have continued to observe Marcelo's ability to structure operations, develop partnerships, and make decisions related to the financial and commercial organization of projects. He has played a central role in identifying opportunities and supporting the expansion of operations into new cities within the Campinas metropolitan region, consistently demonstrating a high level of responsibility in the decision-making process.

One aspect that has consistently distinguished Marcelo throughout our professional relationship is his ability to manage complex real estate operations through structured planning, coordination of multiple stakeholders, and sound strategic decision-making. His work reflects a clear understanding of how to translate business opportunities into organized and scalable operations.

Based on my experience in the real estate sector and on my long-standing professional relationship with Marcelo, I can confidently state that he demonstrates consistency, maturity, and strong business judgment in the way he approaches projects and operations. His ability to coordinate teams, align stakeholders, and contribute to strategic direction supports his profile as a professional capable of operating at a senior level within the industry.

Please feel free to contact me should you require any additional information.

Sincerely,



Cristiano Postigo Roz
Director of Marketing and Communications
Canopus Construtora
Minas Gerais, Brazil
cristiano.roz@canopus.com.br
+55 11 97115-4065
www.canopus.com.br

Contact

www.linkedin.com/in/cristianopostigo (LinkedIn)

Key competencies

Strategic partnerships
Market entry strategies
Portuguese

Certifications

Coaching and Mentoring

Cristiano Postigo

Real Estate Development, Business, Operations, Product, Sales, Project, Construction.
São Paulo, Brazil

Summary

Experienced real estate executive and General Director with a demonstrated history of working in the construction industry. Skilled in Negotiation, Investor Relations, Product Development in diferents area, MKT and sales; And in construction, experience in the areas of planning, budgeting, multidisciplinary projects and works.

Work Experience

Construtora Canopus
Marketing Director
June 2024 - Present (1 year, 10 months)
Brazil

EBPÓS - Brazilian Graduate School
Professor
February 2024 - Present (2 years, 2 months)
Brazil

Realty incorps
CEO
October 2018 - Present (7 years, 6 months)
São Paulo and Region

Gramado Parks
Engineering and Real Estate Development Director
October 2018 - May 2023 (4 years, 8 months)
São Paulo, Brazil

Responsible for the entire real estate development and engineering operation, reporting directly to the Group CEO. Managed timeshare incorporation, sale of real estate fractions, development of entertainment and hospitality projects, and construction of the developments.

Rossi Residencial

Regional Director
August 2016 - September 2018 (2 years, 2 months)
Brazil

Responsible for the metropolitan regions of Campinas, São Paulo, Porto Alegre, Rio de Janeiro, and legacy operations in other markets in Brazil;
Responsibilities included:
Financial planning and monitoring of fixed costs;
Acquisition of new land for the development of MCMV developments;
Relationship management with partners and joint ventures, including the dissolution of partnerships;
Departments of incorporation, new business, legal approvals, project delivery, and condominium facilities.
Management of legacy assets and liability processes for delivered developments throughout Brazil;
President of the Residents' Association of Le Monde neighborhood and member of the council for planned communities created by the company;
Transfer processing, collections, and registrations;
Dismantling of regional offices.

Odebrecht
Development Manager
April 2013 - February 2016 (2 years, 11 months)
Campinas Area, Brazil

Responsible for the approval of new land acquisitions by the internal committee;
Development of the largest convention center in Latin America within a mixed-use complex (hospitality, shopping mall, commercial, and corporate): Royal Campinas;
Development of partnerships with real estate agencies and suppliers;
Responsible for the entire product lifecycle: from development to delivery to the client;
Sale of 100% of a mid-scale hotel in just 10 days;
Development of residential, commercial, corporate, hospitality, and shopping mall projects (including Royal Campinas, featuring the largest convention center in Latin America);
Financial and strategic planning from land acquisition to development delivery;
Approval of hospitality developments under exemption from regulation with the CVM (Securities and Exchange Commission);
Definition of marketing and commercial campaigns and strategy;
Client relationship management and development delivery processes;
Client portfolio management: delinquency and contract cancellations;

Vitacon Empreendimentos

Development, Planning and Product Development Manager

March 2012 - March 2013 (1 year, 1 month)

Structuring of the company in the business and project development area (the company was two years old);

Development of innovative and compact products, from product concept to furniture design;

Growth of 150% in launch guidance compared to previous periods;

Development of the smallest apartment in Brazil with high added value, featuring compact and multifunctional furniture solutions;

Implementation of an online sales system enabling third-party real estate agencies to connect;

Development of retrofit projects in commercial hubs, adapting them to an innovative housing concept;

Rossi Residencial

2 years, 9 months

Regional Manager (Business Owner)

July 2011 - January 2012 (7 months)

Responsible for the entire real estate operation in Campo Grande/Mato Grosso do Sul;

Acquisition of new land for commercial and residential developments, for presentation to the internal committee;

Development of partnerships with local real estate agencies and suppliers.

Management of the entire project process and legal approvals;

Definition of marketing and commercial campaigns and strategy;

Management of client financing transfers for the MCMV program with Caixa Econômica Federal;

Responsible for all financial planning of the regional office cost centers and developments;

Legal approvals of projects with City Hall and utility concessionaires;

Development Manager

May 2009 - June 2011 (2 years, 2 months)

Management of development and product guidelines and assumptions for regional operations throughout Brazil.

Operated in more than 85 cities in Brazil and managed project launches with a land bank of R$ 9.0 billion.

Creation of systems for product standardization, and real estate sales simulators for sales points and sales stands.

Management of all MCMV developments approvals with Caixa Econômica Federal for production financing and associated credit lines;
Definition of funding for the developments;
Reporting of data to the Presidency and Investor Relations for the release of information to the Market (Ibovespa).
Responsible for new land acquisition committees;
Structuring of new business models in financial feasibility studies (Associated Credit, Production Financing, and Debentures);

Abyara
New Business, Development and Planning Manager
October 2006 - April 2009 (2 years, 7 months)
Brazil

Site selection and land prospecting, including market, environmental, and physical analysis, and product briefing;
Execution of master planning and phasing of launch stages;
Feasibility studies and business modeling;
Management and execution of a pilot project for PMO implementation.

Academic Background

Civil Engineering School
Master of Business Administration (MBA), Business Administration · (2003 - 2004)

Sorocaba Engineering College
Bachelor's degree, Civil Engineering · (1996 - 2001)

Salesiano São José
Secondary education, primary and secondary school · (1988 - 1995)

State University of Campinas
Master's degree in Building Construction · (2002)

*Glossary:
MCMV stands for "Minha Casa Minha Vida", which is a Brazilian government housing program.

I, Carolina Favero da Silva, telephone number 415 425-2508, mailing address P.O. Box 90487, San Diego, CA 92169, certify that the professional translation of this document from Portuguese to English has been performed by myself, a qualified translator fluent in both languages, and that the following is an accurate and complete translation of the document.



Date: May 26, 2026.

Contato

www.linkedin.com/in/cristianopostigo (LinkedIn)

Principais competências

Parcerias estratégicas
Estratégias de entrada no mercado
Português

Certifications

Coaching e Mentoring

Cristiano Postigo

Incorporação imobiliária, Negócios, Operações, Produto, Vendas, Projeto, Obras.
São Paulo, Brasil

Resumo

Experienced real estate executive and General Director with a demonstrated history of working in the construction industry. Skilled in Negotiation, Investor Relations, Product Development in diferents area, MKT and sales; And in construction, experience in the areas of planning, budgeting, multidisciplinary projects and works.

Experiência

Construtora Canopus
Diretor de marketing
junho de 2024 - Present (1 ano 10 meses)
Brasil

EBPÓS-Escola Brasileira de Pós-Graduação
Professor
fevereiro de 2024 - Present (2 anos 2 meses)
Brasil

Realty incorps
Diretor Executivo
outubro de 2018 - Present (7 anos 6 meses)
São Paulo e Região

Gramado Parks
Diretor de Engenharia e Incorporação
outubro de 2018 - maio de 2023 (4 anos 8 meses)
São Paulo, Brasil

Responsável por toda operação do desenvolvimento imobiliário e engenharia, reportando ao CEO do grupo. Operação de incorporação de multipropriedade, venda de frações imobiliárias, desenvolvimento de projetos de entretenimento e hospitalidade e construção dos empreendimentos.

Rossi Residencial

Diretor regional
agosto de 2016 - setembro de 2018 (2 anos 2 meses)
Brasil

Responsável pelas regiões metropolitanas de Campinas, São Paulo, Porto Alegre, Rio de Janeiro e legado de outras praças no Brasil;
Responsabilidades envolvidas:
Planejamento financeiro e acompanhamento dos custos fixos;
Aquisição de novos terrenos para incorporação de empreendimentos MCMV;
Relacionamento com sócios e parcerias, inclusive encerramento de sociedades;
Departamentos de incorporação, novos negócios, aprovações em órgãos legais, entrega de empreendimentos e instalações de condomínio.
Gerenciamento do legado e de processos de passivos em empreendimentos entregues em todo o Brasil;
Presidente de Associação de moradores do Bairro Le Monde e conselho de bairros planejados criados pela empresa;
Setor de repasses, cobranças, registros;
Desmobilização de escritórios regionais.

Odebrecht
Gerente de Incorporação
abril de 2013 - fevereiro de 2016 (2 anos 11 meses)
Campinas Area, Brazil

Responsável pela aprovação de novos terrenos em comitê interno;
Desenvolvimento do maior centro de convenções da América Latina em complexo multiuso (hoteleiro, mall, comercial e corporativo): Royal Campinas;
Desenvolvimento de parcerias com imobiliárias e fornecedores;
Responsável por todo ciclo do produto: do desenvolvimento à sua entrega ao cliente;
Venda de 100% de hotel middle-scale em apenas 10 dias;
Desenvolvimento de produto residenciais, comerciais, corporativos, hoteleiros e malls (inclusive o Royal Campinas, com o maior Centro de convenções da América Latina);
Planejamento financeiro e estratégico da compra do terreno a entrega do empreendimento;
Aprovação de empreendimentos hoteleiros na dispensa de regulamentação junto à CVM (Comissão de Valores Mobiliários);
Definição de Campanha e estratégia de Marketing e comercial;
Agenda de Relacionamento com Cliente e entrega de empreendimentos;
Gestão de carteira de cliente: inadimplência e distratos;

Vitacon Empreendimentos

Gerente de Incorporação, Planejamento e Desenvolvimento de Produto
março de 2012 - março de 2013 (1 ano 1 mês)

Estruturação da empresa na área de negócios e desenvolvimento de projeto (empresa completava dois anos de vida);
Desenvolvimento de produtos inovadores e compactos, criando desde o conceito do produto ao mobiliário;
Crescimento no guidance de lançamentos em 150% em relação a períodos anteriores;
Viabilização do menor apartamento do Brasil com alto valor agregado em soluções de móveis compactos e multi-funcionais;
Implantação de sistema de vendas on-line para imobiliárias terceirizadas se conectarem;
Viabilização de projetos de retrofit nos polos comerciais adaptando a conceito inovador de moradia;

Rossi Residencial

2 anos 9 meses

Gerente Regional (Dono de Negócio)
julho de 2011 - janeiro de 2012 (7 meses)

Responsável por toda operação imobiliária em Campo Grande/MS;
Aquisição de novos terrenos para incorporação de empreendimentos comerciais e residenciais, em apresentação ao comitê interno;
Desenvolvimento de parcerias com imobiliárias e fornecedores locais.
Gerenciamento de todo processo de projetos e aprovações legais;
Definição de campanha e estratégia de marketing e comercial;
Administração de repasses de clientes para MCMV junto à Caixa Econômica Federal;
Responsável por todo planejamento financeiro dos centro de custo do escritório da regional e empreendimentos;
Aprovações legais de projetos em Prefeitura e concessionárias;

Gerente de Incorporação
maio de 2009 - junho de 2011 (2 anos 2 meses)

Gerenciamento de diretrizes e premissas de incorporação e produto para as Regionais em todo Brasil.
Atuação em mais de 85 cidades no Brasil e gerenciamento de lançamentos com land bank de R$ 9,0 bilhões.
Criação de sistemas para padronização de produtos, simuladores vendas de imóveis nos pontos de vendas e stands.

Gerenciamento das aprovações de todos os empreendimentos MCMV junto a Caixa Econômica Federal para Financiamento a Produção e Crédito Associativo;
Definição do funding dos empreendimentos;
Reporte de dados para Presidência e Relacionamento com Investidores para release de divulgação de dados ao Mercado (Ibovespa).
Responsável pelos comitês de novos terrenos;
Modelagem de novos negócios em viabilidades financeiras (Crédito Associativo, Financiamento à Produção e Debênture);

Abyara
Gerente de Novos Negócios, Incorporação e Planejamento
outubro de 2006 - abril de 2009 (2 anos 7 meses)
Brasil

Prospecção de áreas, análise mercadológica, ambiental, física e briefing do produto;
Execução de Masterplan e faseamento das etapas de lançamento;
Estudos de viabilidades e modelagens de negócios;
Gerenciamento e execução de projeto piloto para implantação de PMO.

Formação acadêmica

Faculdade de Engenharia Civil
Master of Business Administration (MBA), Administração de Empresas · (2003 - 2004)

Faculdade de Engenharia de Sorocaba
Superior, Engenharia civil · (1996 - 2001)

Salesiano São José
Segundo grau, Primeiro e segundo grau · (1988 - 1995)

Universidade Estadual de Campinas
Mestrado em Edificações, Mestrado em Edificações · (2002)

March 25, 2026

To Whom It May Concern,

I am writing in my capacity as Founder and Executive Director of Think Projetos to attest to the executive capabilities of Mr. Marcelo Kenji Gomes Yanai, based on our professional relationship.

Our interaction took place through a collaboration between Think Projetos and Yanai Gestão de Obras e Construções Ltda. ("Yanai Gestão de Obras"), Mr. Yanai's company, in connection with a residential project in Jaguariúna, Brazil.

Over the course of more than two years, I have had the opportunity to closely observe how Mr. Yanai approaches his work. In particular, we worked together on a high-end residential project with an investment of approximately R$ 1.87 million.

From the outset, it was clear that his role operates at the executive level. Mr. Yanai is not involved in the direct execution of technical tasks; instead, he is responsible for setting direction, making key decisions, and overseeing qualified professionals who handle the implementation of the project.

One situation that stands out occurred when the originally contracted construction company began showing signs of instability. In response, Mr. Yanai organized a structured internal review with his team, assessing alternatives and risks, and presented clear recommendations for replacing the contractor. The decision was made before any major losses occurred, helping preserve both the project timeline and the investment.

In addition, I observed him leading strategic meetings focused on budget control, resource allocation, and risk management. He delegates technical responsibilities to his COO and engineering team, while retaining overall responsibility for the direction of the project.

The steady progress of this project reflects the structure he put in place and the way he manages it. His ability to organize technical and financial information into clear decision-making frameworks has helped keep the project aligned with its timeline and budget. By focusing on high-level oversight and strategic decisions, he demonstrates the executive capacity required to lead this type of operation.

Based on my experience working with him, I believe Mr. Yanai is well positioned to replicate this level of performance in an international setting, including in the United States.

Please feel free to contact me if you need any additional information.

Sincerely,

THINK PROJETOS
TH - Produção de Projetos Culturais e Esportivos Ltda.
CNPJ: 24.685.599/0001-02

Leandro Marçal Collaço
Founder and Executive Director
Think Projetos
Jaguariúna, Brazil
+55 19 99177-9160
leandro@thinkprojetos.com.br

Contact

www.linkedin.com/in/leandro-marçal-collaço-19201776(LinkedIn)

Key competencies

Professional & Self Coach - Brazilian Institute of Coaching

360º Feedback Consultant/Analyst - Brazilian Institute of Coaching

Behavioral Analyst - Brazilian Institute of Coaching

Leandro Marçal Collaço

Founder and Chief Executive Officer of Think Projetos - Cultural, Sports, and Social Solutions through Tax incentive laws

Jaguariúna, São Paulo, Brazil

Work Experience

THINK PROJETOS

Founder and Chief Executive Officer

April 2016 - Present (10 years)

Campinas and Region, Brazil

Founder and Chief Executive Officer of Think Projetos - Cultural, sports, and social solutions for companies, through Tax Incentive Laws (Federal, State, and Municipal).

THINK PROJETOS believes in the power of transforming taxes into opportunities. Through Tax Incentive Laws, we connect companies to projects that promote culture, sports, education, and social inclusion — all at no additional cost. More than a consultancy, we are a bridge between brands and lives that can be positively impacted. Each course, workshop, or event made possible generates not only social results, but also value and purpose for companies. We manage the entire process, ensuring that every incentive becomes a story of transformation.

3S Projects

Cultural and Sports Projects Consultant

September 2012 - March 2016 (3 years, 7 months)

Cultural and Sports Projects Consultant, through Tax Incentive Laws (Federal and State), performing the following activities:

– Prospecting new clients

– Project acquisition

– Development and follow-up of projects with companies

– Consulting in the area of corporate social responsibility and brand visibility.

Previously, responsible for activities related to sports event production and project registration with the Ministry of Sports and the São Paulo State Department of Sports, Leisure and Youth, such as:

– Budget requests and service contracting

– Event coordination

– Submission of new projects

– Monitoring projects through approval and during execution

IBM

Administrative Analyst

July 2011 - September 2012 (1 year, 3 months)

– Contract registration for clients in general (small, medium, and large companies)

– Contract management for departments in the United States, such as Projects, Sales, Consulting, and Advisory.

– Invoicing

– Document auditing

NAS - NÚCLEO DE AÇÃO SOCIAL

Volunteer

March 2011 - July 2011 (5 months)

I worked as a volunteer developing physical and cultural activities for children, activities designed to enhance and provide:

– Motor Coordination

– Physical Endurance

– Logical Reasoning

– Reflexes

– Social inclusion

– Teamwork

– Discipline

CLS Tecnologia Analítica e Sistemas de Gestão Ltda

Chemical Intern

September 2008 - March 2010 (1 year, 7 months)

Higher Education Intern in Chemistry, performing the following main activities:

– Physical-chemical analysis of raw materials and finished products

– Laboratory routine activities

– Development of new analytical methods

– Responsible for maintenance activities

– Quality improvement processes

– Planning support - from sample intake to delivery to the client

– Direct customer service (Sales)

– Direct participation in the implementation of ISO 9001:2008 standard

SABIC INNOVATIVE PLASTICS

Technical Intern in Plastics

March 2008 - August 2008 (6 months)

Laboratory Process Internship, performing the following main activities:

– Quality testing

– Production release and monitoring

– Injection molding of plastic parts for testing

– Color adjustments and color measurement

PAE PLÁSTICOS

Technical Intern in Plastics

October 2007 - March 2008 (6 months)

Campinas and Region, Brazil

Plastic industry internship, performing the following main activities:

– Quality testing;

– Packaging specification reports

– Control and analysis of machine setup and downtime

– Production control

– Control of incoming and outgoing quality certificates

– Fiscal - inbound and outbound invoices, issuance of fiscal documents

– Inventory - physical and system stock movements

– Direct customer service (Sales)

Academic Background

UNICAMP - State University of Campinas

Bachelor's and Teaching Degree in Physical Education, Health and Physical Education · (2011 - 2016)

ESAMC

Master of Business Administration - MBA, Marketing Management · (2019 - 2020)

Pontifical Catholic University of Campinas

Technological Chemistry, Chemistry · (2007 - 2008)

Technical School of the State University of Campinas

Technical Certificate in Plastics, Polymer Technology/Plastics Technology · (2005 - 2006)

I, Carolina Favero da Silva, telephone number 415 425-2508, mailing address P.O. Box 90487, San Diego, CA 92169, certify that the professional translation of this document from Portuguese to English has been performed by myself, a qualified translator fluent in both languages, and that the following is an accurate and complete translation of the document.



Date: May 26, 2026.

Contato

www.linkedin.com/in/leandro-marçal-collaço-19201776 (LinkedIn)

Principais competências

Professional & Self Coach - Instituto Brasileiro de Coaching

Consultor/Analista Feedback 360º - Instituto Brasileiro de Coaching

Analista Comportamental - Instituto Brasileiro de Coaching

Leandro Marçal Collaço

Fundador e Diretor Executivo da Think Projetos - Soluções Culturais, Esportivas e Sociais via Leis de incentivos fiscais

Jaguariúna, São Paulo, Brasil

Experiência

THINK PROJETOS

Fundador e Diretor Executivo

abril de 2016 - Present (10 anos)

Campinas e Região, Brasil

Fundador e Diretor Executivo da Think Projetos - Soluções Culturais, esportivas e sociais para empresas, via Leis de Incentivos de Fiscais (Federais, Estaduais e Municipais).

A THINK PROJETOS acredita no poder de transformar impostos em oportunidades. Por meio das Leis de Incentivo Fiscal, conectamos empresas a projetos que promovem cultura, esporte, educação e inclusão social — tudo isso sem custo adicional. Mais do que consultoria, somos ponte entre marcas e vidas que podem ser impactadas. Cada curso, oficina ou evento viabilizado gera não só resultados sociais, mas também valor e propósito para as empresas. Cuidamos de todo o processo, garantindo que cada incentivo se torne uma história de transformação.

3S Projetos

Consultor de Projetos Culturais e Esportivos

setembro de 2012 - março de 2016 (3 anos 7 meses)

Consultor de Projetos Culturais e Esportivos, através de Leis de Incentivo Fiscal (Federais e Estaduais), desenvolvendo as seguintes atividades:

– Prospecção de novos clientes

– Captação de projetos

– Desenvolvimento e acompanhamento dos projetos junto as empresas

– Consultoria no setor de responsabilidade social e visibilidade de marca

Anteriormente desenvolvia atividades ligadas a produção de eventos esportivos e inscrição dos projetos junto ao Ministério do Esporte e Secretaria de Esporte, Lazer e Juventude do Estado de São Paulo, tais como:

– Solicitação de orçamentos e contratação de serviços

– Coordenação dos eventos

– Inscrição de novos projetos

– Acompanhamento dos projetos até a aprovação e durante a execução

IBM

Analista Administrativo

julho de 2011 - setembro de 2012 (1 ano 3 meses)

– Registro de contratos para clientes em geral (pequenas, médias e grandes empresas)

– Administrar contratos para departamentos dos Estados Unidos como: Projetos, Vendas, Consultoria e Assessoria.

– Faturamento

– Auditoria de documentos

NAS - NÚCLEO DE AÇÃO SOCIAL

Voluntario

março de 2011 - julho de 2011 (5 meses)

Trabalhava como voluntario desenvolvendo atividades físicas e culturais para as crianças, atividades essas que desenvolvem e proporcionam:

– Coordenação Motora

– Resistência Física

– Raciocínio lógico

– Reflexos

– Inserção social

– Trabalho em equipe

– Disciplina

CLS Tecnologia Analítica e Sistemas de Gestão Ltda

Estagiário Químico

setembro de 2008 - março de 2010 (1 ano 7 meses)

Estagiário de nível Superior em Química, desenvolvendo as principais atividades:

– Análises físico-químicas em matéria-prima e produtos acabados

– Rotina Laboratorial

– Desenvolvimento de novas análises

– Responsável pela área de manutenção

– Processos de melhoria da qualidade

– Auxiliar de Planejamento – entrada de amostras até saída para o cliente

– Atendimento direto ao cliente (Vendas)

– Participação direta na implementação da Norma ISO 9001:2008

SABIC INNOVATIVE PLASTICS

Estagiário Técnico em Plásticos

março de 2008 - agosto de 2008 (6 meses)

Estágio em Laboratório de Processos desenvolvendo as principais atividades:
– Testes de qualidade
– Liberação e acompanhamento da produção
– Injeção de peças Plásticas para ensaios
– Ajustes e leitura de cor

PAE PLÁSTICOS
Estágiário Técnico em Plásticos
outubro de 2007 - março de 2008 (6 meses)
Campinas e Região, Brasil

Estágio na área de Plásticos desenvolvendo as principais atividades:
– Testes de qualidade;
– Relatórios de especificações das embalagens
– Controle e análise de setup e paradas das máquinas
– Controle de produção
– Controles de entrada e saída de certificados de qualidade
– Fiscal – entrada e saída de notas fiscais, emissão fiscal
– Estoque – controle de entrada e saída, teórico e físico
– Atendimento direto ao cliente (Vendas)

Formação acadêmica

UNICAMP - Universidade Estadual de Campinas
Licenciatura e Bacharelado em Educação Física, Saúde e Educação Física · (2011 - 2016)

ESAMC
Master of Business Administration - MBA, Gestão de Marketing · (2019 - 2020)

Pontifícia Universidade Católica de Campinas
Química Tecnológica, Química · (2007 - 2008)

Colégio Técnico da Unicamp
Técnico em Plásticos, Tecnologia em Polímeros/Tecnologia em Plásticos · (2005 - 2006)

To Whom It May Concern,

My name is Roberto Bassi, and I am a business mentor and entrepreneur, currently serving as a partner at Turn Mentoria e Desenvolvimento Empresarial and as a Business Coach with ActionCOACH. I have over 25 years of experience in commercial strategy, sales operations, and organizational management, including leadership roles at FCA (Fiat Chrysler Automobiles), where I was responsible for managing regional performance, dealer networks, and large-scale commercial operations.

I am writing to recommend Mr. Marcelo Kenji Yanai based on my direct experience as his client over the past twelve months.

During this period, Mr. Yanai was responsible for the executive oversight of the construction of my high-end residence. This experience allowed me to closely observe his approach to structuring the project, defining key parameters, and maintaining strategic oversight throughout its development.

From the outset, Mr. Yanai established a clear executive planning framework, focused on budget predictability, prior alignment of project phases, and risk reduction. Before construction began, a well-defined planning phase was conducted, providing clarity regarding costs, timeline, and overall project parameters. From my perspective, this reflects a management approach grounded in structured decision-making and financial control.

Throughout the project, it became evident that his role operated at an executive level. Technical and operational activities were carried out by the respective professionals responsible for each area, while Mr. Yanai remained focused on overall supervision, evaluation of key directions, and guiding decisions that impacted the project's consistency, timing, and financial reliability. His position was clearly that of someone directing the process as a whole, rather than engaging in day-to-day operational execution.

As a business professional with experience in evaluating management structures and leadership performance, I consider it important to highlight that Mr. Yanai demonstrated strong command over the core aspects of the project, consistently conveying clarity, organization, and confidence in his decision-making. This was essential in establishing trust throughout our professional relationship.

The success and consistent progress of the project are directly related to the organizational structure and strategic direction implemented by Mr. Yanai. His ability to translate technical requirements into clear financial milestones has been essential to the project’s stability. By maintaining a focus on high-level oversight and strategic resource allocation, he has ensured that the project remains on schedule and within the established budget, demonstrating the executive capacity required to lead complex business operations.

Based on my professional experience and my direct interaction with him, I can confidently state that Mr. Yanai demonstrates a profile consistent with executive-level functions, particularly in his ability to structure complex operations, guide specialized teams through strategic direction, and maintain control over key factors that determine business success.

Please feel free to contact me should you require any additional information.

Sincerely,

April 13th, 2026



Roberto Bassi
Partner – Turn Mentoria e Desenvolvimento Empresarial
Business Coach – ActionCOACH
Campinas, Brazil
+55 11 9 8244-8269
bassi.business.rb@gmail.com

Contact

www.linkedin.com/in/robertobassi (LinkedIn)

Key Competences

Leadership
Strategic planning
Key account management

Languages

English

Honors and Awards

CERTIFICATE

Roberto Bassi

Business Mentor | Marketing | Sales | TURN Planning
Mentoring & Business Development
Campinas, São Paulo, Brazil

Summary

Professional with solid experience in Commercial, Marketing, and B2B areas, covering Strategic Planning, Sales Activities, Marketing Campaigns, Dealer Management, Franchise Management, Implementation of New Strategies, Procedures, Controls, and Performance optimization at various organizational levels, with an upward career path in the automotive sector. Management and monitoring of Sales, After-Sales, Administration, Finance, and Human Resources teams, as well as all departments in liaison with the brand representative.

Performance also focused on administrative activities such as Budget Preparation and Control through analysis of controlling reports, management of administrative processes, and strict control of costs/expenses, funds, and investments, always seeking the best efficiency in resource allocation.

Responsible for after-sales teams, including parts, services, and client service for both individual and corporate clients.

Strong people-oriented approach in team development, motivating and engaging everyone in the pursuit and delivery of results/solutions through understanding the current situation, defining the desired objective, developing action plans, and, above all, implementing simple and focused actions.

Experience in negotiations, results-oriented performance, commercial and interpersonal relationship management both internally and externally, and team development are the main characteristics developed throughout my career progression.

Certified Business Coach by ActionCoach Iberoamérica.

I work directly with Business Owners, focusing on their personal development and their businesses in order to increase revenue, improve margins, scale the company, and thereby increase available time and improve their quality of life.

Work Experience

Turn Mentoria e Desenvolvimento Empresarial
Partner and Owner
January 2017 - Present (9 years, 3 months)
São Paulo Area, Brazil

ActionCOACH Iberoamerica
Business Coach at ActionCOACH
December 2016 - Present (9 years, 4 months)

In more than 50 countries, we help small and medium-sized business owners improve their profits, sales, and teams, so they can have more free time for themselves.

The vast majority of BUSINESS OWNERS are GREAT employees but forget how to be GOOD ENTREPRENEURS, as their company cannot function without them. They cannot be absent from the business and cannot TAKE VACATIONS!

I help entrepreneurs generate more profit and free time in their lives. At ActionCOACH, I work on re-educating business owners in their businesses.

FCA Fiat Chrysler Automobiles
7 years, 5 months

Commercial Manager - Porto Alegre Region
June 2015 - June 2016 (1 year, 1 month)

Responsible for Market Share and sales volume of Parts and Accessories in the regions under regional responsibility.

Responsible for client service quality KPIs across the regional dealership network, both in sales and after-sales.

Responsible for adapting the dealer network, seeking a new configuration that would balance brand market share and distributor profitability.

Collective and individual coaching in the development of the team for a new moment of the company and market.

Marketing, Sales and Planning Manager
October 2013 - May 2015 (1 year, 8 months)

Responsible for monitoring Market Share results in the areas under regional responsibility, identifying markets/areas/dealerships with underperformance, and developing action plans for recovery.

Active participant in the initial restructuring of the São Paulo Dealership Network, adjusting the number of outlets, locations, and dealer groups in order to balance declining sales vs. structure vs. profitability vs new groups.

Development and monitoring of sales campaigns and actions with advertising agencies and the Dealership Network, aiming to increase showroom traffic and boost sales

Organize and structure the sales team at the office in order to achieve objectives.

Marketing, Sales and Planning Supervisor
February 2009 - September 2013 (4 years, 8 months)

Responsible for monitoring Market Share results in the areas under regional responsibility, identifying and developing strategies and action plans for recovery.

Responsible for monitoring improvements to dealership network facilities, aiming to modernize and align them with company requirements, as well as all documentation required for their operation (Contracts and Credit Lines).

Definition of strategic guidelines, development and monitoring of sales campaigns and actions together with the dealership network, with the objective of increasing showroom traffic and boosting sales.

Development of a high-performance, results-oriented team through Coaching, leading by example, and knowledge transfer, while maintaining strong team spirit.

Regular visits to the Dealership Network to gain deeper knowledge of each area and strengthen proximity with the entire dealership structure, from operations to top executives.

Logistical support for major corporate sales, including deliveries within the regional area.

FIAT Automoveis

2 years, 8 months

National Direct Sales Supervisor

March 2008 - February 2009 (1 year)

Betim Area, Brazil

Responsible for managing and monitoring national billing in the Direct Sales channel, corresponding to approximately R$650 million per month

Responsible for the annual development of the Commercial Policy, based on volume requirements for the region combined with the available product mix, the company's required profit margin, and market competitiveness.

Matrix relationship with Direct Sales Regional Managers and Teams to align procedures and provide support in addressing regional challenges and solutions. The national direct sales team consisted of approximately 30 people, including Representatives and Distributors.

Active in the restructuring and expansion process of the Direct Sales area through process corrections and improvements, recruitment and selection, and partnerships with related departments (finance, legal, tax, logistics).

Key Account support in coordination with internal company areas in large fleet negotiations.

Key Account

July 2006 - February 2008 (1 year, 8 months)

Responsible for managing the company's key corporate accounts, both directly and through regional teams.

Development of logistics and distribution processes (in coordination with the relevant Departments) tailored to each client, generating efficiencies and reducing the lead time between purchase and the start of vehicle operations. These efficiencies included customized product manufacturing (specific colors), factory-installed accessories, and tailored distribution processes.

Support to regional teams in negotiations with clients that had local relevance but were not large enough to require national account management.

Negotiations with internal departments, especially finance and production, to meet client requirements.

Responsible for servicing approximately 30 major Corporate clients, with an annual sales volume of around 70,000 units.

FCA Fiat Chrysler Automobiles
11 years, 3 months

Direct Sales Consultant
January 2005 - June 2006 (1 year, 6 months)

Responsible for servicing key companies within the Regional Office's area of influence, aiming to increase fleet penetration with existing clients and identify new clients and business opportunities.

Support to the dealership network in closing deals through flexible commercial conditions and increased sales volume.

Presentation of commercial proposals for fleet supply

Follow-up on invoicing and order backlog management

Sales Consultant
April 1995 - December 2004 (9 years, 9 months)

Responsible for the entire sales operation, training, and client service quality KPIs of the dealership groups under my responsibility.

Daily monitoring of the dealer's market share performance, implementing corrective action plans when necessary.

Monitoring of vehicle distribution in terms of volume, inventory turnover, and product mix.

Monitoring of the dealership's advertising activities in terms of investment levels, advertising layout, and pricing/conditions offered, ensuring alignment with expected competitiveness.

Monitoring of Client Satisfaction Index, guiding the manager on corrective actions to improve this KPI

Metso Mineral (formerly Fábrica de Aço Paulista)
Technical Cost Analyst and Sales Support
February 1992 - June 1994 (2 years, 5 months)

Client service for quotation requests related to the supply of special cast steel parts.

Technical analysis of drawings to assess production feasibility.

Preparation of commercial proposals after receiving production cost estimates.

Follow-up of order backlog with the production department.

Visits to clients' production facilities to analyze wear of supplied parts as well as competitor products.

Education

Insper
MBA, Finance · (2000 - 2002)

Mackenzie Presbyterian University
Bachelor of Business Administration (B.B.A.), Business · (1991 - 1995)

I, Carolina Favero da Silva, telephone number 415 425-2508, mailing address P.O. Box 90487, San Diego, CA 92169, certify that the professional translation of this document from Portuguese to English has been performed by myself, a qualified translator fluent in both languages, and that the following is an accurate and complete translation of the document.



Date: May 26, 2026.

Contact

www.linkedin.com/in/robertobassi (LinkedIn)

Top Skills

Liderança
Planejamento estratégico
Contas-chave

Languages

English

Honors-Awards

CERTIFICADO

Roberto Bassi

Mentor Empresarial | Marketing | Vendas | Planejamento TURN Mentoria & Desenvolvimento Empresarial
Campinas, São Paulo, Brazil

Summary

Profissional com sólida experiência nas áreas Comercial, Marketing e B2B, abrangendo Planejamento Estratégico, Ações de Vendas, Campanhas de Marketing, Dealer Management, Gestão de Franquia, Implantação de Novas Estratégias, Procedimentos, Controles e Potencialização de resultados nos mais diversos níveis da organização, com carreira ascendente no segmento automotivo. Gerenciamento e acompanhamento das equipes de Vendas, Pós Vendas, Administração, Finanças, Recursos Humanos, bem como todos os departamentos junto ao representante da marca.

Atuação também focada nas atividades administrativas como Elaboração e Controle de Budget através da análise de relatórios da controladoria, controle de processos administrativos e rígido controle de custos/despesas, verbas e investimentos sempre buscando a melhor eficiência na aplicação dos recursos.

Responsável pelas equipes de pós-venda, englobando os setores de peças, serviços e atendimento à clientes de pessoa física e jurídica.

Forte viés humano no desenvolvimento de equipes motivando e agregando todos na busca e entrega de resultados/solução através do entendimento da situação atual, objetivo a ser alcançado, desenvolvimento de plano de ação e, principalmente, ações simples e focadas.

Experiência em negociações, focado em resultados, relacionamento comercial e interpessoal tanto interno como externo e desenvolvimento de equipe são as principais características das atividades desenvolvidas na evolução da carreira.

Certificado como Business Coach pela ActionCoach Iberoamérica.

Atuo diretamente junto aos Donos de Negócio com foco em seu desenvolvimento pessoal e em seus negócios de forma a impulsionar suas receitas, melhorar suas margens, alavancar a empresa e com isso aumentar a disponibilidade de tempo e melhorar sua qualidade de vida.

Experience

Turn Mentoria e Desenvolvimento Empresarial
Sócio Proprietário
January 2017 - Present (9 years 3 months)
São Paulo Area, Brazil

ActionCOACH Iberoamerica
Business Coach at ActionCOACH
December 2016 - Present (9 years 4 months)

Em mais de 50 países ajudamos donos de pequenos e médios negócios a melhorarem seus lucros, vendas e equipe e assim ter mais tempo livre para si mesmo.

A grande maioria de DONOS DE NEGÓCIOS é um ÓTIMO funcionário e se esquece de ser BOM EMPREENDEDOR, já que a sua empresa não funciona sem ele. Não pode ficar ausentes da empresa. Não podem TIRAR FÉRIAS!

Eu auxilio o empreendedor a gerar mais lucro e tempo livre em sua vida.
Na ActionCOACH trabalho na re-educação dos empresários nos negócios.

FCA Fiat Chrysler Automobiles
7 years 5 months

Gerente Comercial - Regional Porto Alegre
June 2015 - June 2016 (1 year 1 month)

Responsável pelo Market Share e pelo volume de vendas de Peças e Acessórios das regiões sob responsabilidade do regional.

Responsável pelos KPI`s de qualidade de atendimento da rede de concessionárias do regional, tanto em vendas quanto em pós vendas.

Responsável pela adequação da rede de concessionárias buscando uma nova configuração que equilibrasse market share da marca e rentabilidade do distribuidor.

Coaching coletivo e individual no desenvolvimento da equipe para um novo momento da empresa e mercado.

Gerente de Marketing, Vendas e Planejamento
October 2013 - May 2015 (1 year 8 months)

Responsável pelo acompanhamento dos resultados de Market Share das áreas sob responsabilidade do regional identificando praças/área/ concessionários com baixo desempenho para desenvolvimento de planos de ação para recuperação.

Participante ativo do início de reestruração da Rede de Concessionárias de São Paulo adequando quantidade de pontos, localizações e grupos de forma a equilibrar a queda nas vendas x estrutura x rentabilidade x novos grupos.

Desenvolvimento e acompanhamento de campanhas e ações de vendas junto com as agências de propaganda e Rede de Concessionárias com o objetivo de melhorar fluxo nas lojas e aumento das vendas

Organizar e estruturar o time de vendas do escritório na busca dos objetivos.

Supervisor de Marketing, Vendas e Planejamento
February 2009 - September 2013 (4 years 8 months)

Responsável pelo acompanhamento dos resultados de Market Share das áreas sob-responsabilidade do regional identificando desenvolvendo estratégias e planos de ação para recuperação.

Responsável pelo acompanhamento da melhoria das instalações da rede de concessionárias buscando modernizar e adequar às exigências da empresa e toda documentação necessária para a operação da mesma (Contratos e Linhas de Crédito).

Definição das linhas de raciocínio, desenvolvimento e acompanhamento de campanhas e ações de vendas junto com a rede de concessionárias com o objetivo de melhorar fluxo nas lojas e aumento das vendas.

Desenvolvimento de uma equipe de alta performance e focada em resultados através de Coaching, exemplos e transferência de conhecimento mantendo sempre o espírito de equipe.

Visita constante à Rede de Concessionárias buscando maior conhecimento de cada área e proximidade com toda a estrutura de cada loja desde a operação até o principal executivo.

Apoio logístico às grandes vendas corporativas com entregas dentro da área do regional.

FIAT Automoveis
2 years 8 months

Supervisor Nacional De Vendas Diretas
March 2008 - February 2009 (1 year)
Betim Area, Brazil

Responsável pela gestão e acompanhamento do faturamento nacional no cana de Vendas Diretas correspondendo a aproximadamente R$650 milhões/ mês

Responsável pela elaboração anual da Política de Comercialização tendo como premissas a necessidade de volume para área combinado com o mix de produtos disponíveis, a margem de lucro necessária para a empresa e a competitividade no mercado.

Relacionamento matricial com os Gerentes e Equipes Regionais de Vendas Diretas para alinhamento de procedimento e apoio nas dificuldades e soluções regionais. A equipe de venda direta nacional possuía aproximadamente 30 pessoas entre Representantes e Distribuidores.

Atuante no processo de reestruturação e ampliação da área de Vendas Diretas através de correções e melhorias de processo, seleção de pessoas e parcerias com áreas correlatas (financeiro, jurídico, fiscal, logística).

Apoio ao Key Account junta às áreas da empresa na grandes negociações de frotas.

Key Account
July 2006 - February 2008 (1 year 8 months)

Responsável pelo atendimento das principais contas corporativas da empresa fazendo-o de forma direta e também através das equipes regionais.

Desenvolvimento de processos de logística e distribuição (junto com as áreas correspondentes) específico para cada cliente gerando eficiências e reduções de prazo entre a compra e o início da operação dos veículos. Estas eficiências incluíam produção diferenciada dos produtos (cores específicas), instalação de acessórios na fábrica e distribuição customizada.

Suporte às equipes regionais em negociações com clientes que tinham representatividade local, porém não grande o suficiente para representatividade nacional.

Negociações com as diretoria internas, em especial financeiro e produção, para o atendimento das necessidades dos clientes.

Responsável pelo atendimento de aproximadamente 30 grandes clientes Corporativos e com um volume de vendas anuais em torno de 70.000 unidades.

FCA Fiat Chrysler Automobiles
11 years 3 months

Consultor de Vendas Diretas
January 2005 - June 2006 (1 year 6 months)

Responsável pelo atendimento das principais empresas da área de influência do Escritório Regional buscando o aumento de participação na frota destes clientes e também na abertura de novos clientes e oportunidades.

Apoio à rede de concessionárias para fechamento de negócios através de flexibilizações nas condições comerciais e com incremento do volume.

Apresentação de propostas comerciais para o fornecimento de frotas

Follow-up do faturamento e carteira de pedidos

Consultor de Vendas
April 1995 - December 2004 (9 years 9 months)

Responsável por toda a operação de vendas, treinamento, KPI´s de qualidade dos grupos de concessionárias sob minha responsabilidade.

Acompanhamento diário da evolução do market share que está sendo executado pelo concessionário adotando planos de correção quando necessários.

Acompanhamento da distribuição de veículos no que se refere ao volume e giro do estoque e o mix de produtos que estava sendo trabalhado.

Acompanhamento do trabalho de propaganda da concessionária no que tange ao volume de investimento, lay out da propaganda e preços/condições ofertadas condizente com a competitividade esperada.

Acompanhamento do Índice de Satisfação do Cliente orientando o gerente nas correções a serem feitas para a evolução positiva deste KPI

Metso Mineral (antiga Fábrica de Aço Paulista)
Orçamentista Técnico e Apoio a Vendas
February 1992 - June 1994 (2 years 5 months)

Atendimento aos clientes da empresa nas solicitações de cotação no fornecimento de peças especiais em aços fundido.

Análise técnica dos desenhos para a avaliação da possibilidade de produção.

Elaboração de proposta comercial após o recebimento dos custos de produção.

Follow-up dos pedidos em carteira junto à produção.

Visita às áreas de produção dos clientes para análise de desgaste das peças fornecidas e também da concorrência.

Education

Insper
MBA, Finance · (2000 - 2002)

Universidade Presbiteriana Mackenzie
Bachelor of Business Administration (B.B.A.), Business · (1991 - 1995)

To Whom It May Concern,

I am Fábio Maia Garrido Tebet, an attorney duly licensed with the Brazilian Bar Association (Ordem dos Advogados do Brasil – OAB) and a partner at Ortiz, Contato, Gelmini, Tebet Advogados, where I have been practicing since 2017. My work is focused on contract law and litigation, with particular experience in the legal structuring of business operations and in managing risks associated with contractual relationships.

Since 2019, I have been directly involved in supporting the operations conducted by Mr. Marcelo Kenji Gomes Yanai and the companies under his management, providing legal assistance in corporate structuring, contractual formalization, and risk analysis related to the projects developed.

My interaction with Marcelo primarily occurs in the context of structuring operations and strategic decision-making related to the company's projects. Within the scope of the activities I oversee, he is responsible for defining how projects are organized, including the formation of partnerships with third parties, the allocation of responsibilities among the involved parties, and the definition of the risk structure assumed in each operation.

Throughout our professional relationship, I have observed that his role is centered on the strategic management of the business. Marcelo analyzes scenarios, evaluates implications, and establishes the guidelines that direct each project. Based on these definitions, our legal team acts in the formalization of the previously established structures, ensuring that contractual instruments are aligned with the business logic defined by him.

This dynamic is particularly evident in the structuring of real estate projects conducted by the company. Marcelo defines the key elements of each operation, such as the partnership model, division of responsibilities, participation structure, and exit conditions, considering the feasibility of the projects and the company's market positioning. The legal work follows, with the drafting and adjustment of the necessary instruments to implement these decisions.

In a specific situation, I observed a decision that clearly demonstrates his role in leading operations. Upon identifying a misalignment between the initially structured conditions and the client's expectations, Marcelo chose to terminate the operation at an early stage. This decision prevented the continuation of a structure that could have led to future conflicts and unnecessary risk exposure, thereby preserving the company's strategic direction.

In general, his role is focused on the structuring and direction of business operations, while the technical and operational execution of projects is carried out by internal teams and specialized partners. Our role, as legal advisors, is to support the strategic decisions defined by him, ensuring consistency and legal security in the established relationships.

Based on my professional experience, I can state that Marcelo plays a central role in defining and directing the operations under his management, being responsible for decisions that directly impact the structure and execution of the projects developed.

Please feel free to contact me should you require any additional information.

Sincerely,

April 1, 2026

Fábio Maia Garrido Tebet
Partner
Ortiz, Contato, Gelmini, Tebet Advogados
Brazilian Bar Association (Ordem dos Advogados do Brasil – OAB)
São Paulo – SP, Brazil
https://ocgt.com.br/

Contact

www.linkedin.com/in/fábio-tebet-9ba12115(LinkedIn)

Fábio Tebet

Partner at OCGT Advogados - Ortiz, Contato, Gelmini, Tebet
Americana, São Paulo, Brazil

Work Experience

OCGT Advogados - Ortiz, Contato, Gelmini, Tebet
Partner
December 2017 - Present (8 years, 4 months)
Americana, São Paulo

Ortiz de Camargo & Valladão Sociedade de Advogados
Attorney
April 2013 - December 2017 (4 years, 9 months)
Americana, São Paulo

Pereira Neto & Chiminazzo Advogados
Trainee
April 2009 - April 2013 (4 years, 1 month)

Academic Background

Pontifical Catholic University of São Paulo
Graduate degree, Contract Law · (2014 - 2016)

Pontifical Catholic University of Campinas
Bachelor's degree in Law · (2010)

I, Carolina Favero da Silva, telephone number 415 425-2508, mailing address P.O. Box 90487, San Diego, CA 92169, certify that the professional translation of this document from Portuguese to English has been performed by myself, a qualified translator fluent in both languages, and that the following is an accurate and complete translation of the document.



Date: May 19, 2026.

Contact

www.linkedin.com/in/fábio-tebet-9ba12115 (LinkedIn)

Fábio Tebet

Sócio na OCGT Advogados - Ortiz, Contato, Gelmini, Tebet
Americana, São Paulo, Brazil

Experience

OCGT Advogados - Ortiz, Contato, Gelmini, Tebet
Sócio
December 2017 - Present (8 years 4 months)
Americana, São Paulo

Ortiz de Camargo & Valladão Sociedade de Advogados
Advogado
April 2013 - December 2017 (4 years 9 months)
Americana, São Paulo

Pereira Neto & Chiminazzo Advogados
Trainee
April 2009 - April 2013 (4 years 1 month)

Education

Pontifícia Universidade Católica de São Paulo
Pós graduação, Contratual · (2014 - 2016)

Pontifícia Universidade Católica de Campinas
Bacharelado em Direito · (2010)

April 4, 2026

To Whom It May Concern,

My name is Mauricio Sakamoto Fukutaki. I am an Electrical Engineer with an MBA from Fundação Getulio Vargas (FGV), and I have extensive executive experience in the Brazilian energy sector. I previously served as Managing Director for Brazil Power Trading at bp, where I led trading operations, portfolio strategy, and commercial decision-making in the energy markets.

I am pleased to provide this professional recommendation for Mr. Marcelo Kenji Gomes Yanai based on my exposure to his work and business presentations in the real estate development sector.

I would like to clarify that I have not maintained a formal commercial relationship with Mr. Yanai or his company. My contact has taken place through institutional presentations and strategic meetings, particularly in the context of evaluating potential investment opportunities. On one occasion, I participated in three meetings in which a residential development project consisting of five apartment towers was presented.

During these interactions, Mr. Yanai personally led the presentations, demonstrating full command of financial data, including estimated costs, projected returns, and economic feasibility studies structured under different scenarios. The clarity and consistency of his presentations reflect his direct responsibility for defining strategy and validating the projects.

From my perspective, his role is clearly executive in nature. He positions himself as the individual responsible for assessing project viability, defining strategic direction, and making decisions based on structured analysis, while technical execution is carried out by specialized professionals.

Even without a formal business relationship, it was possible to observe his ability to organize complex information, structure risk scenarios, and communicate decisions in a clear and objective manner. This type of approach conveys confidence to investors and demonstrates maturity in handling large-scale developments.

As a professional with experience in investment evaluation and capital allocation in complex environments, I can state that the way Mr. Yanai structures and presents his projects meets the level of rigor expected by investors. Based on this, I would seriously consider allocating capital in projects led by Mr. Yanai, including initiatives developed in international markets such as the United States.

In my view, he possesses the necessary qualifications to lead and expand business operations in a structured and scalable manner in an international environment.

Please feel free to contact me should you require any additional information.

Sincerely,

Mauricio Sakamoto Fukutaki
Electrical Engineer
São Paulo, Brazil
+55 11 98116-5200
mauricio.sakamoto@gmail.com

Contact

www.linkedin.com/in/mauricio-sakamoto-fukutaki-3524a634 (LinkedIn)

Key competencies

Energy
Energy Markets
Renewable Energy

Languages

Portuguese (Native or Bilingual)
English (Professional Working)

Mauricio Sakamoto Fukutaki

Electric Energy Trading | Energy Trading | Power Trading | Energy Markets
São Paulo, São Paulo, Brazil

Summary

Specialist in the brazilian power sector with extensive experience in power trading.

Work Experience

bp
Managing Director - Brazil Power Trading
February 2019 - January 2025 (6 years)
São Paulo, Brazil

Head of Power Trading Desk in Brazil for physical and derivatives Power Markets.

América Energia
Trading Manager
June 2011 - October 2018 (7 years, 5 months)
São Paulo, Brazil

Leading the team responsible for power trading, portfolio management, and commercial strategy.

Delta Energia
2 years, 8 months

Back Office Manager
December 2009 - May 2011 (1 year, 6 months)
São Paulo, Brazil

Led the formation and management of a team focused on developing processes and activities related to the Brazilian Power Trading Chamber (CCEE). Acted as a representative in Technical Committees of ABRACEEL – the Brazilian Association of Energy Traders.

Analyst
October 2008 - December 2009 (1 year, 3 months)
São Paulo, Brazil

Primary role: managing the registration and scheduling processes of power contracts at the Brazilian Power Trading Chamber (CCEE).

Interlight S.A.

1 year, 9 months

Analyst

October 2007 - October 2008 (1 year, 1 month)

São Paulo, Brazil

Management of power contracts registration and scheduling in the Deregulated Contracting Environment, economic feasibility studies comparing Regulated and Deregulated Markets (break-even analysis), presentations on the Deregulated Energy Markets for the short, medium, and long-term power trading transactions.

Energy Intern

February 2007 - September 2007 (8 months)

São Paulo, Brazil

Management of power contracts in the Regulated Market representing consumers in dealings with power distribution utilities, monitoring and analyzing time-of-use and seasonal tariff structures, power factor correction, harmonic current analysis, and power efficiency studies.

Usina São José da Estiva

Engineering Intern

January 2004 - April 2004 (4 months)

Novo Horizonte, São Paulo, Brazil

Worked in the Electrical and Instrumentation Department, focusing on the control and operation of motors and inverters, maintenance of motors, sensors, and valves, calibration of measurement instruments, and analysis of cogeneration processes.

Academic Background

Fundação Getulio Vargas / FGV

MBA Management · (2013 - 2014)

UNESP - Universidade Estadual Paulista

Bachelor of Engineering (B.Eng.), Electrical Engineering · (2001 - 2007)

Federative Republic of Brazil

unesp

SÃO PAULO STATE UNIVERSITY "JÚLIO DE MESQUITA FILHO"

School of Engineering
Bauru Campus

The President of São Paulo State University "Júlio de Mesquita Filho,"
in the exercise of his legal authority and in view of the completion of the Civil Engineering Program
on July 30, 2007, hereby confers the degree of
Civil Engineer upon

Marcelo Kenji Yanai

Brazilian, born in the State of São Paulo, on November 5, 1981,
holder of Identity Card ID No. 25.131.905-2-SSP/SP,

and grants him this Diploma so that he may enjoy all legal rights and prerogatives.

President's Office, August 17, 2007.

Graduate

Prof. Dr. Alcides Padilha
Director

Prof. Dr. Marcos Macari
President

The Civil Engineering Program was recognized by Federal Decree No. 70,596, dated 05/23/1972, published in the Federal Official Gazette on 05/25/1972, with validity maintained by Article 1 of the Federal Decree dated 04/25/1991, in conjunction with Article 2 of MEC Ordinance No. 1,700, dated 12/22/1993, and CEE/GP Ordinance No. 496, dated 12/03/2002, published in the Federal Official Gazette of 12/04/2002.

School of Engineering
Bauru Campus

The holder of this diploma graduated on 08/17/2007.
The diploma issuance control was recorded under No. 3152, Book 05, page 40v, at this University Unit.

Bauru, August 17, 2007.

Ana Flavia Curiel Barbosa de Vasconcellos
Section Supervisor – Deputy

Maria de Betânia Segatto Battaiola
Technical Division Director

SÃO PAULO STATE UNIVERSITY
"JÚLIO DE MESQUITA FILHO"
GENERAL SECRETARIAT
ACADEMIC RECORDS GROUP

Diploma registered under No. 124214
Case No. 14500/47/01/2006
pursuant to Article 48 of Law No. 9,394/96.
São Paulo, 12 / 14 / 2007.

Raquel Schiavon Benatti
Administrative Technical Assistant

Approved.

Prof. Dr. Maria Dalva Silva Pagotto
Secretary-General

This diploma was submitted for registration with CREA/SP.
São Paulo, 07 / 01 / 2009.

CREA/SP Service Office

Válcia Izabel Zanchetta Alves
Administrative Agent – Reg. 2855
WESTERN Regional Office

CEE/GP - State Council of Education / Office of the President
CREA/SP - Regional Engineering and Agronomy Council of the State of São Paulo

SÃO PAULO STATE UNIVERSITY
"JÚLIO DE MESQUITA FILHO"
Bauru Campus

- ACADEMIC TRANSCRIPT -

CAMPUS/UNIT	PAGE
BAURU / SCHOOL OF ENGINEERING	1
PROGRAM: CIVIL ENGINEERING	
PROGRAM RECOGNITION ACT: FEDERAL DECREE No. 70,596, DATED 05/23/1972, PUBLISHED IN THE FEDERAL OFFICIAL GAZETTE OF 05/25/1972	

STUDENT PERSONAL INFORMATION

NAME		UNESP No.
MARCELO KENJI YANAI		210153
DATE OF BIRTH: 11/05/1981	PLACE OF BIRTH: STATE OF SÃO PAULO	NATIONALITY: BRAZILIAN

DOCUMENTATION

IDENTITY CARD		ISSUING AGENCY	ISSUING STATE	DATE OF ISSUE
25.131.905-2		SSP	SÃO PAULO	02/11/2000
MILITARY CERTIFICATE	**DATE OF ISSUE**	**VOTER REGISTRATION**	**VOTING DISTRICT**	**POLLING SECTION**
RA 04001268658-6	08/02/1999	183450820159	213	0010

SECONDARY EDUCATION OR EQUIVALENT

NAME OF INSTITUTION	YEAR OF COMPLETION
FEDERAL CENTER FOR TECHNOLOGICAL EDUCATION OF SÃO PAULO	2000
LOCATION: SÃO PAULO – SÃO PAULO	

FORM OF ADMISSION

VUNESP ENTRANCE EXAMINATION – DECEMBER/2001. RANKING: 33
GENERAL KNOWLEDGE: 67.857 SPECIFIC KNOWLEDGE: 63.000
PORTUGUESE LANGUAGE: 60.000 FINAL SCORE: 62.771

DATE OF FIRST ENROLLMENT: 02/18/2002

NOTE

RECOGNITION DECREE WITH VALIDITY MAINTAINED BY THE DECREE DATED 04/25/1991, PUBLISHED IN THE FEDERAL OFFICIAL GAZETTE OF 04/26/1991, IN CONJUNCTION WITH ARTICLE 2 OF ORDINANCE NO. 1790 DATED 12/22/1993, "A STUDENT WHO OBTAINS A GRADE EQUAL TO OR HIGHER THAN 5 (FIVE) AND ATTENDANCE OF 70% SHALL BE APPROVED AND ENTITLED TO THE COURSE CREDITS." EXEMPT: EXEMPTED FROM TAKING THE PHYSICAL EDUCATION COURSE, PURSUANT TO UNESP RESOLUTION NO. 18 DATED 04/14/1999. PUBLISHED IN THE FEDERAL OFFICIAL GAZETTE OF 05/06/1999.

PROGRAM COMPLETION INFORMATION

DEGREE AWARDED: CIVIL ENGINEER		
DATE OF COMPLETION	DATE OF GRADUATION CEREMONY	DATE OF DIPLOMA ISSUANCE
07/30/2007	08/17/2007	08/17/2007

08/17/2007	-----//signature//-----	-----//signature//-----
DATE	Ana Flávia Curiel Barbosa de Vasconcello Graduate Studies Supervisor – Deputy	Maria de Betânia Segatto Battaiola Technical Division Director

Av. Eng. Luiz Edmundo Carrijo Coube unnumbered – ZIP Code 17033-360 – Bauru – SP – Brazil
Phone (XX) 14 3103-6186 – Fax (XX) 14 3103-6104 – sg@feb.unesp.br

SÃO PAULO STATE UNIVERSITY
"JÚLIO DE MESQUITA FILHO"
Bauru Campus

FEB

- ACADEMIC TRANSCRIPT -

CAMPUS/UNIT	PAGE
BAURU / SCHOOL OF ENGINEERING	2
PROGRAM	
CIVIL ENGINEERING	
NAME	UNESP No.
MARCELO KENJI YANAI	210153

COURSE	CREDITS	COURSE HOURS	PASSING GRADE
PHYSICAL EDUCATION	2	30	EXEMPT
- 1st Semester – 2002 -			
DIFFERENTIAL AND INTEGRAL CALCULUS I	6	90	6.5
VECTOR CALCULUS AND ANALYTICAL GEOMETRY	4	60	6.9
BASIC TECHNICAL DRAWING	4	60	7.2
CHEMISTRY	4	60	5.8
CHEMISTRY LABORATORY	3	45	6.3
PHYSICS I	4	60	6.8
PHYSICS I LABORATORY	2	30	6.8
- 2nd Semester – 2002 -			
ELEMENTS OF LINEAR ALGEBRA	4	60	5.6
PHYSICS II LABORATORY	2	30	6.9
INTRODUCTION TO COMPUTER SCIENCE	4	60	5.0
CIVIL TECHNICAL DRAWING I	4	30	6.9
PHYSICS II	4	60	7.1
MECHANICS	6	90	6.5
- 1st Semester – 2003 -			
DIFFERENTIAL AND INTEGRAL CALCULUS II	4	60	5.9
COMPUTING AND NUMERICAL METHODS	6	90	6.1
PHYSICS III	4	60	6.4
PHYSICS III LABORATORY	2	30	6.5
ISOSTATICS	4	60	5.0
STATISTICS	6	90	7.4
ECONOMICS	2	30	5.2
- 2nd Semester – 2003 -			
DIFFERENTIAL AND INTEGRAL CALCULUS III	6	90	7.2
DIFFERENTIAL AND INTEGRAL CALCULUS IV	4	60	5.2
BASIC ELECTRICITY	2	30	5.4
STRENGTH OF MATERIALS I	4	60	5.3
CIVIL CONSTRUCTION MATERIALS I	4	60	5.5
BASIC AND APPLIED GEOLOGY I	4	60	6.6
TOPOGRAPHY	8	120	5.9
OPERATIONS RESEARCH	2	30	7.5
- 1st Semester – 2004 -			
CIVIL TECHNICAL DRAWING II	4	60	5.3
TRANSPORT PHENOMENA	4	60	6.3

08/17/2007
DATE

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Ana Flávia Curiel Barbosa de Vasconcello
Graduate Studies Supervisor – Deputy

-----//signature//-----
Maria de Betânia Segatto Battaiola
Technical Division Director

Continued...

SÃO PAULO STATE UNIVERSITY
"JÚLIO DE MESQUITA FILHO"
Bauru Campus

FEB

- ACADEMIC TRANSCRIPT -

CAMPUS/UNIT	PAGE
BAURU / SCHOOL OF ENGINEERING	3
PROGRAM	
CIVIL ENGINEERING	
NAME	UNESP No.
MARCELO KENJI YANAI	210153

COURSE	CREDITS	COURSE HOURS	PASSING GRADE
ECONOMIC ENGINEERING	2	30	7.3
STRENGTH OF MATERIALS II	6	90	6.5
CIVIL CONSTRUCTION MATERIALS II	4	60	8.2
BASIC AND APPLIED GEOLOGY II	4	60	6.6
STRUCTURAL ANALYSIS I	4	60	5.1
HIGHWAY DESIGN	4	60	5.6
- 2nd Semester - 2004 -			
FLUID MECHANICS	2	30	6.5
FLUID MECHANICS LABORATORY	2	30	5.5
STRUCTURAL ANALYSIS II	4	60	5.7
CONCRETE STRUCTURES I	6	90	6.2
TRANSPORTATION TECHNIQUES AND ECONOMICS	4	60	5.0
BASIC AND APPLIED HYDROLOGY	4	60	5.9
SOIL MECHANICS	6	90	7.0
- 1st Semester - 2005 -			
CONCRETE STRUCTURES II	4	60	6.5
METALLIC STRUCTURES	6	90	5.0
PORTS AND NAVIGABLE WATERWAYS	2	30	6.9
FOUNDATIONS	4	60	5.5
ARCHITECTURE	4	60	7.0
AIRPORTS AND AIR TRANSPORT	2	30	6.4
HYDRAULICS	4	60	6.6
- 2nd Semester - 2005 -			
RAIL TRANSPORTATION	2	30	5.0
CONCRETE STRUCTURES III	6	90	6.4
TIMBER STRUCTURES	2	30	5.1
BRIDGE THEORY AND CONSTRUCTION	4	60	5.2
URBAN PLANNING	2	30	5.5
PAVING	4	60	8.1
CONSTRUCTION ORGANIZATION AND EXECUTION	4	60	6.1
- 1st Semester - 2006 -			
BASIC SANITATION	4	60	7.7
PRESTRESSED CONCRETE	4	60	5.6
BUILDING INSTALLATIONS	4	60	6.8
BUILDING CONSTRUCTION	4	60	8.2
STRENGTH OF MATERIALS III (Elective/Optional)	4	60	7.8
CONSTRUCTION SYSTEMS (E/O)	4	60	6.0

08/17/2007
DATE

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Ana Flávia Curiel Barbosa de Vasconcello
Graduate Studies Supervisor - Deputy

-----//signature//-----
Maria de Betânia Segatto Battaiola
Technical Division Director

Continued...

SÃO PAULO STATE UNIVERSITY
"JÚLIO DE MESQUITA FILHO"
Bauru Campus

FEB

- ACADEMIC TRANSCRIPT -

CAMPUS/UNIT	PAGE
BAURU / SCHOOL OF ENGINEERING	4
PROGRAM	
CIVIL ENGINEERING	
NAME	UNESP No.
MARCELO KENJI YANAI	210153

COURSE	CREDITS	COURSE HOURS	PASSING GRADE
SPECIAL TOPICS IN CONSTRUCTION ORGANIZATION AND EXECUTION	4	60	5.1
ENVIRONMENTAL SCIENCES	2	30	7.3
STUDIES OF BRAZILIAN PROBLEMS	2	30	5.5
- 2nd Semester - 2006 -			
LEGAL AND SOCIAL SCIENCES	4	60	7.0
ADMINISTRATION	6	90	5.4
GRADUATION PROJECT	2	30	8.0
SPECIAL TOPICS IN FOUNDATIONS (E/O)	4	60	7.8
CONSTRUCTION MANAGEMENT IN CIVIL CONSTRUCTION (E/O)	4	60	5.0
OCCUPATIONAL HEALTH AND SAFETY	2	30	5.4
- 1st Semester - 2007 -			
SUPERVISED INTERNSHIP (Internship)	2	30	10.0
TOTAL COMMON COURSE	255	3825	
TOTAL ELECTIVES/OPTIONAL	20	300	
TOTAL INTERNSHIPS	2	30	
TOTAL COURSES REQUIRED BY LAW	4	60	
TOTAL INTEGRATED	281	4215	

The Civil Engineering Program had its recognition renewed by CEE/GP Ordinance No. 496/02 dated 12/03/2002, published in the Official Gazette of the State of São Paulo (D.O.E.) on 12/04/2002.

08/17/2007
DATE

-----//signature//-----
Ana Flávia Curiel Barbosa de Vasconcello
Graduate Studies Supervisor - Deputy

-----//signature//-----
Maria de Betânia Segatto Battaiola
Technical Division Director

I, Marina Viana Silva, telephone number 415 425-2508, mailing address P.O. Box 90487, San Diego, CA 92169, certify that I have performed the professional translation of this document from Portuguese to English, as a qualified translator fluent in both languages, and that the following is an accurate and complete translation of the document.

Marina Viana **Date: May 20, 2026**

República Federativa do Brasil

unesp

Universidade Estadual Paulista "Júlio de Mesquita Filho"

Faculdade de Engenharia

Campus de Bauru

O Reitor da Universidade Estadual Paulista "Júlio de Mesquita Filho",
no uso de suas atribuições legais e tendo em vista a conclusão do Curso de Engenharia Civil
em 30 de julho de 2007, confere o grau de

Engenheiro Civil a

Marcelo Kenji Yanai

nacionalidade brasileira, natural do Estado de São Paulo, nascido a 05 de novembro de 1981,
cédula de identidade RG nº 25.131.905-2-SSP/SP

e outorga-lhe o presente Diploma, a fim de que possa gozar de todos os direitos e prerrogativas legais.

Reitoria, 17 de agosto de 2007.

Diplomado

Prof. Dr. Alcides Padilha
Diretor

Prof. Dr. Marcos Macari
Reitor

Curso de Engenharia Civil reconhecido pelo Decreto Federal n.º 70.596, de 23/05/1972, publicado no D.O. de 25/05/1972, com vigência mantida pelo art. 1.º do Decreto Federal de 25/04/1991, c/c o art. 2.º da Portaria MEC n.º 1.790, de 22/12/1993 e Portaria CEE/GP n.º 498, de 03/12/2002, publicada no D.O. de 04/12/2002.

Faculdade de Engenharia
Campus de Bauru

O portador do presente diploma colou grau em 17/08/2007.
O controle de expedição do diploma recebeu o n.º 3152, livro 05, fls. 40v, nesta Unidade Universitária.

Bauru, 17 de agosto de 2007.

Ana Flavia Curiel Barbosa de Vasconcellos
Supervisora de Seção - substituta

Maria de Betânia Segatto Battaiola
Diretora Técnica de Divisão

UNIVERSIDADE ESTADUAL PAULISTA
"JÚLIO DE MESQUITA FILHO"
SECRETARIA GERAL
GRUPO DE REGISTROS ACADÊMICOS

Diploma registrado sob n.º 124214
Processo n.º 14500/47101/2006
de acordo com o disposto no artigo 48 da Lei 9394/96.
São Paulo, 14 / 12 / 2007.

Raquel Schiavon Benatti
Assistente Técnico Administrativo
De acordo.

Profa. Dra. Maria Dalva Silva Pagotto
Secretária-Geral

Este diploma foi apresentado para registro no CREA/SP
São Paulo, 01 / 07 / 2009.

Posto de Atendimento do CREA/SP
Valcir Trobel Zanchetta Reg. 2[illegible]5
Agente Administrativo
Seccional OESTE

UNIVERSIDADE ESTADUAL PAULISTA
"JÚLIO DE MESQUITA FILHO"
Campus de Bauru

FEB

- HISTÓRICO ESCOLAR -

CAMPUS/UNIDADE	FOLHA
BAURU / FACULDADE DE ENGENHARIA	1
CURSO	
ENGENHARIA CIVIL	
ATO RECONHECIMENTO DO CURSO	
DEC. FED. Nº 70.596. DE 23/05/1972. PUBLIC. NO DOU DE 25/05/1972	

DADOS PESSOAIS DO ALUNO

NOME	Nº UNESP
MARCELO KENJI YANAI	210153

DATA NASCIMENTO	NATURALIDADE	NACIONALIDADE
05/11/1981	ESTADO DE SÃO PAULO	BRASILEIRA

DOCUMENTAÇÃO

IDENTIDADE	ÓRGÃO EMISSOR	ESTADO EMISSOR	DATA EMISSÃO
25.131.905-2	SSP	SÃO PAULO	11/02/2000

CERTIFICADO MILITAR	DATA EXPEDIÇÃO	TÍTULO DE ELEITOR	ZONA	SEÇÃO
RA 04001268658-6	02/08/99	183450820159	213	0010

2º GRAU OU EQUIVALENTE

NOME ESTABELECIMENTO	ANO CONCLUSÃO
CENTRO FEDERAL DE EDUCACAO TÉCNOLÓGICA DE SÃO PAULO	2000
LOCALIDADE	
SÃO PAULO - SÃO PAULO	

FORMA DE INGRESSO

VESTIBULAR VUNESP - DEZEMBRO/2001. CLASSIFICAÇÃO : 33
CONHECIMENTOS GERAIS...: 67.857 CONHECIMENTOS ESPECÍFICOS..: 63.000
LÍNGUA PORTUGUESA.....: 60.000 NOTA FINAL.....: 62.771

DATA DA PRIMEIRA MATRÍCULA: 18/02/2002

OBSERVAÇÃO

DEC. DE RECONHEC. COM VIGÊNCIA MANTIDA PELO DEC. DE 25/04/91, PUBLIC. NO D.O.U. DE 26/04/91, C/C ARTIGO 2º DA PORTARIA Nº 1790. DE 22/12/93 "SERÁ APROVADO COM DIREITO AOS CRÉDITOS DA DISCIPLINA O ALUNO QUE OBTIVER NOTA IGUAL OU SUPERIOR A 5 (CINCO), E FREQÜÊNCIA MÍNIMA DE 70%."
DISP: DISPENSADO DE CURSAR A DISCIPLINA EDUCAÇÃO FÍSICA, CONFORME RESOLUÇÃO UNESP-18, DE 14/04/1999, PUBLICADA NO DOU DE 06/05/1999.

DADOS DE CONCLUSÃO DE CURSO

TÍTULO OBTIDO		
ENGENHEIRO CIVIL		
DATA DE CONCLUSÃO	DATA DE COLAÇÃO DE GRAU	DATA DE EXPEDIÇÃO DE DIPLOMA
30/07/2007	17/08/2007	17/08/2007

17/08/2007
DATA

Ana Flávia Curiel Barbosa de Vasconcellos
Supervisor-Substituto S.Grad.

Maria de Betânia Segatto Battaiola
Diretora Técnica de Divisão

UNIVERSIDADE ESTADUAL PAULISTA
"JÚLIO DE MESQUITA FILHO"
Campus Bauru

FEB

- HISTÓRICO ESCOLAR -

CAMPUS/UNIDADE	FOLHA
BAURU / FACULDADE DE ENGENHARIA	2
NOME DO CURSO	
ENGENHARIA CIVIL	
NOME DO ALUNO	Nº UNESP
MARCELO KENJI YANAI	210153

DISCIPLINA	CRÉDITOS	CARGA HORÁRIA	NOTA DE APROVAÇÃO
EDUCAÇÃO FÍSICA	2	30	DISP
- 1. Semestre de 2002 -			
CÁLCULO DIFERENCIAL E INTEGRAL I	6	90	6.5
CÁLCULO VETORIAL E GEOMETRIA ANALÍTICA	4	60	6.9
DESENHO TÉCNICO BÁSICO	4	60	7.2
QUÍMICA	4	60	5.8
LABORATÓRIO DE QUÍMICA	3	45	6.3
FÍSICA I	4	60	6.8
LABORATÓRIO DE FÍSICA I	2	30	6.8
- 2. Semestre de 2002 -			
ELEMENTOS DE ÁLGEBRA LINEAR	4	60	5.6
LABORATÓRIO DE FÍSICA II	2	30	6.9
INTRODUÇÃO À CIÊNCIA DA COMPUTAÇÃO	4	60	5.0
DESENHO TÉCNICO CIVIL I	4	60	6.9
FÍSICA II	4	60	7.1
MECÂNICA	6	90	6.5
- 1. Semestre de 2003 -			
CÁLCULO DIFERENCIAL E INTEGRAL III	4	60	5.9
COMPUTAÇÃO E MÉTODOS NUMÉRICOS	6	90	6.1
FÍSICA III	4	60	6.4
LABORATÓRIO DE FÍSICA III	2	30	6.5
ISOSTÁTICA	4	60	5.0
ESTATÍSTICA	6	90	7.4
ECONOMIA	2	30	5.2
- 2. Semestre de 2003 -			
CÁLCULO DIFERENCIAL E INTEGRAL II	6	90	7.2
CÁLCULO DIFERENCIAL E INTEGRAL IV	4	60	5.2
ELETRICIDADE BÁSICA	2	30	5.4
RESISTÊNCIA DOS MATERIAIS I	4	60	5.3
MATERIAIS DE CONSTRUÇÃO CIVIL I	4	60	5.5
GEOLOGIA BÁSICA E APLICADA I	4	60	6.6
TOPOGRAFIA	8	120	5.9
PESQUISA OPERACIONAL	2	30	7.5
- 1. Semestre de 2004 -			
DESENHO TÉCNICO CIVIL II	4	60	5.3
FENÔMENOS DE TRANSPORTE	4	60	6.3

17 / 08 / 2007
DATA

Ana Flávia Curiel Barbosa de Vasconcello
Supervisor-Substituto S.Grad.

Maria de Betânia Segatto Battaiola
Diretora Técnica de Divisão

Continua...

UNIVERSIDADE ESTADUAL PAULISTA
"JÚLIO DE MESQUITA FILHO"
Campus Bauru

FEB

- HISTÓRICO ESCOLAR -

CAMPUS/UNIDADE	FOLHA
BAURU / FACULDADE DE ENGENHARIA	3
NOME DO CURSO	
ENGENHARIA CIVIL	
NOME DO ALUNO	Nº UNESP
MARCELO KENJI YANAI	210153

DISCIPLINA	CRÉDITOS	CARGA HORÁRIA	NOTA DE APROVAÇÃO
ENGENHARIA ECONÔMICA	2	30	7,3
RESISTÊNCIA DOS MATERIAIS II	6	90	6,5
MATERIAIS DE CONSTRUÇÃO CIVIL II	4	60	8,2
GEOLOGIA BÁSICA E APLICADA II	4	60	6,6
ANÁLISE DAS ESTRUTURAS I	4	60	5,1
PROJETO DE ESTRADAS	4	60	5,6
- 2. Semestre de 2004 -			
MECÂNICA DOS FLUIDOS	2	30	6.5
LABORATÓRIO DE MECÂNICA DOS FLUIDOS	2	30	5.5
ANÁLISE DAS ESTRUTURAS II	4	60	5.7
ESTRUTURAS DE CONCRETO I	6	90	6.2
TÉCNICA E ECONOMIA DOS TRANSPORTES	4	60	5.0
HIDROLOGIA BÁSICA E APLICADA	4	60	5.9
MECÂNICA DOS SOLOS	6	90	7.0
- 1. Semestre de 2005 -			
ESTRUTURAS DE CONCRETO II	4	60	6,5
ESTRUTURAS METÁLICAS	6	90	5,0
PORTOS E VIAS NAVEGÁVEIS	2	30	6,9
FUNDAÇÕES	4	60	5,5
ARQUITETURA	4	60	7,0
AEROPORTOS E TRANSPORTE AÉREO	2	30	6,4
HIDRÁULICA	4	60	6,6
- 2. Semestre de 2005 -			
TRANSPORTE FERROVIÁRIO	2	30	5.0
ESTRUTURAS DE CONCRETO III	6	90	6.4
ESTRUTURAS DE MADEIRA	2	30	5.1
TEORIA E CONSTRUÇÃO DE PONTES	4	60	5.2
URBANISMO	2	30	5.5
PAVIMENTAÇÃO	4	60	8.1
ORGANIZAÇÃO E EXECUÇÃO DE OBRAS	4	60	6.1
- 1. Semestre de 2006 -			
SANEAMENTO BÁSICO	4	60	7,7
CONCRETO PROTENDIDO	4	60	5,6
INSTALAÇÕES PREDIAIS	4	60	6,8
CONSTRUÇÕES DE EDIFÍCIOS	4	60	8,2
RESISTÊNCIA DOS MATERIAIS III (E/O)	4	60	7,8
SISTEMAS CONSTRUTIVOS (E/O)	4	60	6,0

17 / 08 / 2007
DATA

Ana Flavia Curiel Barbosa de Vasconcellos
Supervisor-Substituto S.Grad.

Maria de Betânia Segatto Battaiola
Diretora Técnica de Divisão

Continua...

UNIVERSIDADE ESTADUAL PAULISTA
"JÚLIO DE MESQUITA FILHO"
Campus Bauru

FEB

- HISTÓRICO ESCOLAR -

CAMPUS/UNIDADE	FOLHA
BAURU / FACULDADE DE ENGENHARIA	4
NOME DO CURSO	
ENGENHARIA CIVIL	
NOME DO ALUNO	Nº UNESP
MARCELO KENJI YANAI	210153

DISCIPLINA	CRÉDITOS	CARGA HORÁRIA	NOTA DE APROVAÇÃO
TÓPICOS ESPECIAIS DE ORGANIZAÇÃO E EXECUÇÃO DE OBRAS	4	60	5.1
CIÊNCIAS DO AMBIENTE	2	30	7.3
ESTUDOS DE PROBLEMAS BRASILEIROS	2	30	5.5
- 2. Semestre de 2006 -			
CIÊNCIAS JURÍDICAS E SOCIAIS	4	60	7.0
ADMINISTRAÇÃO	6	90	5.4
TRABALHO DE GRADUAÇÃO	2	30	8.0
TÓPICOS ESPECIAIS DE FUNDAÇÕES (E/O)	4	60	7.8
GERENCIAMENTO DE OBRAS NA CONSTRUÇÃO CIVIL (E/O)	4	60	5.0
HIGIENE E SEGURANÇA DO TRABALHO	2	30	5.4
- 1. Semestre de 2007 -			
ESTÁGIO SUPERVISIONADO (EST.)	2	30	10.0
TOTAL DA PARTE COMUM	255	3825	
TOTAL ELETIVAS/OPTATIVAS	20	300	
TOTAL ESTÁGIOS	2	30	
TOTAL DISC OBRIGAT POR LEI	4	60	
TOTAL INTEGRALIZADO	281	4215	

Curso de Engenharia Civil com reconhecimento renovado pela portaria CEE/GP nº 496/02 de 03/12/2002 publicada no D.O.E. de 04/12/2002.

17 / 08 / 2007
DATA

Ana Flavia Curiel Barbosa de Vasconcellos
Supervisor-Substituto S.Grad.

Maria de Betânia Segatto Battaiola
Diretora Técnica de Divisão



GETULIO VARGAS
FOUNDATION

The Director of the Graduate Studies School of Economics and the Director of the Brazilian School of Public and Business Administration of the Getulio Vargas Foundation hereby award to

MARCELO KENJI YANAI

Certificate for the completion of the Graduate Studies Program
MBA IN REAL ESTATE BUSINESS AND CIVIL CONSTRUCTION MANAGEMENT

Specialization Level, comprising 432 classroom hours, completed on November 22, 2012.

Rio de Janeiro, February 14, 2013.

Rubens Penha Cysne
Director of EPGE / FGV

Flavio Carvalho de Vasconcelos
Director of EBAPE / FGV

GETULIO VARGAS
FOUNDATION

ACADEMIC TRANSCRIPT

FGV management

Student Name: Marcelo Kenji Yanai — SUP3-0/ZMBANICC08-03/2342/2013

Place of Birth: Osasco – SP | Date of Birth: 11/05/1981 | Program Attendance Period: 04/17/2010 to 03/02/2012

Program: Graduate Studies Program – MBA in Real Estate Business and Civil Construction Management | Total Classroom Hours: 432 | Grade Point Average: 9.50

Course	Responsible Professor	Degree / Institution	*C/H	Attendance	Final Grade
Interpersonal Communication	Jose Ronaldo Mendes Almeida	Specialist in Marketing with Emphasis on Sales Management / Getulio Vargas Foundation	24h	100%	10,00
Coordination and Development of Civil Construction Projects	Rene Mario Louis Alfonsi Moynier	Specialist in Economic and Financial Engineering / Fluminense University	24h	100%	10,00
Accounting for Executives	Tarcizo Toledo Carnaúba Júnior	Specialist in Controllership and Financial Management / Getulio Vargas Foundation	24h	100%	10,00
Financial Mathematics	Luiz Alfredo Rodrigues Gaspar	Ph.D. in Production Engineering / Federal University of Rio de Janeiro	24h	100%	10,00
Business Ethics and Social Responsibility	José Francisco Nogueira	Ph.D. in Philosophy / Gama Filho University	24h	100%	8,70
Applied Economics	Daniel Ricardo de Castro Cerqueira	Master's Degree in Economics / Getulio Vargas Foundation	24h	100%	9,10
Corporate Strategy	Marcelo Almeida Magalhães	Master's Degree in Administration / Rio de Janeiro State University	24h	100%	8,00
Real Estate Marketing	Flavio Ricardo Rodrigues	Master's Degree in Industrial Processes / Technological Research Institute of the State of São Paulo	24h	100%	10,00
Operations and Contract Management	Maurício Moreira e Silva Bernardes	Ph.D. in Engineering / Federal University of Rio Grande do Sul	24h	100%	9,70
Feasibility of Real Estate Developments	Danilo Amerio Gonçalves	Ph.D. in Production Engineering / Federal University of Rio de Janeiro	24h	100%	10,00
Strategic Cost Management	Raimundo Nonato Souza da Silva	Ph.D. in Production Engineering / Federal University of Rio de Janeiro	24h	100%	9,40
Civil Construction Law	Nayra Christina Maciel Assad Pinto	Specialist in Consumer Law / School of Magistracy of the State of Rio de Janeiro	24h	100%	10,00
Quality Management in Civil Construction	Odair Mesquita Quintella	Master's Degree in Total Quality Management / Federal Fluminense University	24h	100%	8,90
Budget and Operational Planning	Paulo Augusto Grandi	Specialist in Business Management / Getulio Vargas Foundation	24h	100%	10,00
Integrated Business Project	Luiz Antonio Rodrigues Dias	Master's Degree in Public Administration / Getulio Vargas Foundation	24h	100%	8,00
Environmental Policy Instruments	Haroldo Mattos de Lemos	Master's Degree in Sanitary Engineering / Delft University of Technology	36h	100%	10,00
Market Research	Guilherme Caldas de Castro	Master's Degree in Transportation Engineering / Federal University of Rio de Janeiro	36h	100%	9,73
Capstone Project: Strategic Analysis for the Creation of a Real Estate Development and Management Office Specialized in Business Management and Real Estate Business Management Focused on Commercial Buildings.					9,50

*Class Hours

E 119835

This program complies with the provisions of CNE/CES Resolution 01/2007 and is valid nationwide. MEC Accreditation: Ordinance No. 524, published in the Federal Official Gazette on 04/30/2008.

I, Marina Viana Silva, telephone number 415 425-2508, mailing address P.O. Box 90487, San Diego, CA 92169, certify that I have performed the professional translation of this document from Portuguese to English, as a qualified translator fluent in both languages, and that the following is an accurate and complete translation of the document.

Marina Viana **Date: May 19, 2026**

FUNDAÇÃO
GETULIO VARGAS

O Diretor da Escola de Pós-Graduação em Economia e o Diretor da Escola Brasileira de Administração Pública e de Empresas da Fundação Getulio Vargas conferem a

MARCELO KENJI YANAI

Certificado, do Curso de Pós-Graduação Lato Sensu

MBA EM GESTÃO DE NEGÓCIOS IMOBILIÁRIOS E DA CONSTRUÇÃO CIVIL

Nível Especialização, com 432 horas-aula, concluído em 22 de novembro de 2012.

Rio de Janeiro, 14 de fevereiro de 2013.

Rubens Penha Cysne
Diretor da EPGE / FGV

Flavio Carvalho de Vasconcelos
Diretor da EBAPE / FGV

FUNDAÇÃO GETULIO VARGAS

HISTÓRICO ESCOLAR

FGV management

Nome do aluno: Marcelo Kenji Yanai — SUP3-0/ZMBANICC08-03/2342/2013

Naturalidade: Osasco - SP — Data de nascimento: 05/11/1981 — Período de realização do curso: 17/04/2010 a 02/03/2012

Curso: Pós-Graduação Lato Sensu MBA em Gestão de Negócios Imobiliários e da Construção Civil — Total de Horas-Aula:432 — Coeficiente de Rendimento:9,50

Disciplina	Docente Responsável	Titulação / Instituição	H / A	Freqüência	Média Final
Comunicação Interpessoal	Jose Ronaldo Mendes Almeida	Especialista em Marketing Com Ênfase em Gestão de Vendas / Fundação Getulio Vargas	24h	100%	10,00
Coordenação e Desenvolvimento de Projetos na Construção Civil	Rene Mario Louis Alfonsi Moynier	Especialista em Engenharia Econômica e Financeira / Universidade Federal Fluminense	24h	100%	10,00
Contabilidade para Executivos	Tarcizo Toledo Carnaúba Júnior	Especialista em Controladoria e Gestão Financeira / Fundação Getulio Vargas	24h	100%	10,00
Matemática Financeira	Luiz Alfredo Rodrigues Gaspar	Doutor em Engenharia de Produção / Universidade Federal do Rio de Janeiro	24h	100%	10,00
Ética Empresarial e Responsabilidade Social	José Francisco Nogueira	Doutor em Filosofia / Universidade Gama Filho	24h	100%	8,70
Economia Aplicada	Daniel Ricardo de Castro Cerqueira	Mestre em Economia / Fundação Getulio Vargas	24h	100%	9,10
Estratégia das Empresas	Marcelo Almeida Magalhães	Mestre em Administração / Universidade do Estado do Rio de Janeiro	24h	100%	8,00
Marketing Imobiliário	Flavio Ricardo Rodrigues	Mestre em Processos Industriais / Instituto de Pesquisas Tecnológicas do Estado de São Paulo	24h	100%	10,00
Gestão de Operações e Contratos	Maurício Moreira e Silva Bernardes	Doutor em Engenharia / Universidade Federal do Rio Grande do Sul	24h	100%	9,70
Viabilidade de Empreendimentos Imobiliários	Danilo Amerio Gonçalves	Doutor em Engenharia de Produção / Universidade Federal do Rio de Janeiro	24h	100%	10,00
Gestão Estratégica de Custos	Raimundo Nonato Souza da Silva	Doutor em Engenharia de Produção / Universidade Federal do Rio de Janeiro	24h	100%	9,40
Direito na Construção Civil	Nayra Christina Maciel Assad Pinto	Especialista em Direito do Consumidor / Escola de Magistratura do Estado do Rio de Janeiro	24h	100%	10,00
Gestão da Qualidade na Construção Civil	Odair Mesquita Quintella	Mestre em Gestão Pela Qualidade Total / Universidade Federal Fluminense	24h	100%	8,90
Orçamento e Planejamento Operacional	Paulo Augusto Grandi	Especialista em Gestão Empresarial / Fundação Getulio Vargas	24h	100%	10,00
Projeto Integrado de Negócios	Luiz Antonio Rodrigues Dias	Mestre em Administração Pública / Fundação Getulio Vargas	24h	100%	8,00
Instrumentos de Política Ambiental	Haroldo Mattos de Lemos	Mestre em Engenharia Sanitária / Delft University of Technology	36h	100%	10,00
Pesquisa de Mercado	Guilherme Caldas de Castro	Mestre em Engenharia de Transportes / Universidade Federal do Rio de Janeiro	36h	100%	9,73
Trabalho de Conclusão do Curso: Análise Estratégica para Criação de Escritório de realizações e desenvolvimento Imobiliários especializada na gestão empresarial e gerenciamento de negócios imobiliários focada em Edifícios Comerciais					9,50

E 119835

Este curso cumpre as disposições da Resolução CNE/CES 01/2007 e tem validade nacional. Credenciamento MEC: Portaria nº 524, publicada no D.O.U. de 30/04/2008

Exhibit D Personal Documents and Immigration Records

FEDERATIVE REPUBLIC OF BRAZIL

Civil Registry of Natural Persons
CITY AND JUDICIAL DISTRICT OF OSASCO - STATE OF SÃO PAULO

CIVIL REGISTRY OFFICE OSASCO DISTRICT STATE OF SÃO PAULO

LACYDES PRADO
ACTING REGISTRAR

CLÁUDIO SECCO
DEPUTY REGISTRAR

BIRTH (No. 81.849 - -)

I Certify that on page 236 - - **recto** of book no. **A** 66 - of Birth Records, the birth of "MARCELO KENJI YANAI" - - - 2 - - was registered today, born on November fifth, nineteen eighty-one - 11/05/1981 - - at 11:00 a.m. at Matermed Hospital, Osasco, , male , white son of "YUZI YANAI" - - Engineer, - born in São Paulo Capital, - - 32, 2 - - and Ms. "ROSA HIDEKO YANAI" - - - Merchant - born in Pacaembu, São Paulo, - - 30, 2, - Paternal grandparents are Tomeo Yanai - - and Ms. Chizuka Yanai - - and maternal grandparents Kioshi Koh - - and Ms. Ayako Koh - - The declarant was the father -

Notes: Resident at Rua André Manojo, No. 152, - Centro, Osasco.

RA: 04001268658-6
On 04/06/1999

The above is true.

Osasco, November 16, 19 81

-----//Signature//----
CLÁUDIO SÊCCO
DEPUTY REGISTRAR

Avenida João Batista, 259 - Osasco
OFFICE HOURS
Business Days: from 9:00 a.m. to 12:00 p.m.
and from 1:00 p.m. to 5:00 p.m.
Saturdays: from 9:00 a.m. to 11:00 a.m.

EXEMPT FROM STAMPS
Law No. 3519 of 12/30/1958

Have the signature notarized at
UBALDINO NOTARY OFFICE
Rua da Glória, 98 - Near the Courthouse - SP

Have the signature notarized at the 25th
MILANI Notary Office - Phone 65-1240
Rua Joaquim Machado, 83 - Lapa - São Paulo

Mod. P2-5

I, Carolina Favero da Silva, telephone number 415 425-2508, mailing address P.O. Box 90487, San Diego, CA 92169, certify that the professional translation of this document from Portuguese to English has been performed by myself, a qualified translator fluent in both languages, and that the following is an accurate and complete translation of the document.



Date: May 26, 2026.

REPÚBLICA FEDERATIVA DO BRASIL

Registro Civil das Pessoas Naturais
MUNICÍPIO E COMARCA DE OSASCO - ESTADO DE SÃO PAULO

CARTÓRIO DO REGISTRO CIVIL DIST. OSASCO E.S.P.

LACYDES PRADO
OFICIAL INTERINO

CLÁUDIO SÊCCO
OFICIAL MAIOR SUBSTITUTO

NASCIMENTO (N.º 81.849 - -)

Certifico que a fls. 236 - - ; *do livro n.º* A 66 - impar *de registro de nascimentos, foi lavrado hoje, o assento de* "MARCELO KENJI YANAI " - - - 2 - - , *nascido a* Cinco de Novembro de mil - Novecentos e Oitenta e Um -05/11/1.981 - - *às* 11 *hs.* 00 *minutos* No Hospital Matermed ,Osasco , , *do sexo* masculino - , *de côr* Branca- - *filho de* "YUZI YANAI " - -Engenheiro , - *natural de* São Paulo Capital , - - 32 , 2 - - - *e de D.* "ROSA HIDEKO YANAI " - - - Comerciante - *natural de* Pacaembu , SP , - - 30 , 2 , - *sendo avós paternos* Tomeo Yanai - - *e D.* Chizuka Yanai - - *e maternos* Kioshi Koh - - *e D.* Ayako Koh - -

Foi declarante O pai -

Obs. residente a rua André Manojo , nº 152 , -Centro ,Osasco ,

RA: 04001268658-6
Em 15/4/99

O referido é verdade.

Osasco, 16 *de* Novembro *de* 1981

CLAUDIO SÊCCO
OFICIAL MAIOR SUBSTITUTO

Av. João Batista, 259 - Osasco
EXPEDIENTE
Dias Úteis: das 9 às 12 e das 13 às 17 hs.
Sábados: das 9 às 11 horas

ISENTO DE SELOS
Lei 3519 - 30/12/58

Reconhecer a firma no
TABELIÃO UBALDINO
Rua da Glória, 98 - Próximo ao Forum - S. P.

Reconhecer no 25.º Tabelião MILANI Tel. 65-1240
Rua Joaquim Machado, 83 - Lapa - São Paulo

Mod. P2-5

FS645821

Assinatura do titular / Signature du titulaire
Bearer's signature / Firma del titular

Este passaporte deve ser assinado pelo titular, salvo em caso de incapacidade.

Ce passeport doit être signé par le titulaire, sauf en cas d'incapacité.

This passport must be signed, except where the bearer is unable to do so.

Este pasaporte debe ser firmado por el titular, salvo en caso de incapacidad.

REPÚBLICA FEDERATIVA DO BRASIL

PASSAPORTE
PASSPORT



TIPO / TYPE
P

PAÍS EMISSOR / ISSUING COUNTRY
BRA

PASSAPORTE Nº / PASSPORT No.
FS645821

SOBRENOME / SURNAME
GOMES YANAI

NOME / GIVEN NAMES
MARCELO KENJI

NACIONALIDADE / NATIONALITY
BRASILEIRO(A)

DATA DO NASCIMENTO / DATE OF BIRTH
05 NOV/NOV 1981

IDENTIDADE Nº / PERSONAL No.

SEXO / SEX
M

NATURALIDADE / PLACE OF BIRTH
OSASCO/SP

FILIAÇÃO / FILIATION
YUZI YANAI

ROSA HIDEKO YANAI

DATA DE EXPEDIÇÃO / DATE OF ISSUE
03 MAR/MAR 2017

AUTORIDADE / AUTHORITY
DPF/CAS/SP

VALIDO ATÉ / DATE OF EXPIRY
02 MAR/MAR 2027

P<BRAGOMES<YANAI<<MARCELO<KENJI<<<<<<<<<<<<<
FS645821<3BRA8111052M2703028<<<<<<<<<<<<<<08

NACIONALIDADE BRASILEIRA - *NATIONALITÉ BRÉSILIENNE - BRAZILIAN CITIZEN*

Nome / *Nom* / *Name*: MARCELO KENJI YANAI

Sexo / *Sexe* / *Sex*: MASCULINO

Lugar e data do nascimento / *Lieu et date de naissance* / *Place and date of birth*: OSASCO/SP 05/NOV/1981

Filiação / *Noms des parents* / *Father's and mother's name*: YUZI YANAI
ROSA HIDEKO YANAI

Repartição expedidora - *Délivré par - Issued by*:
DPF.B/BRU/SP
Serviço de Polícia Marítima, Aérea e de Fronteiras.
Bauru - São Paulo

Válido até - *Valable jusqu'au - Valid until*: 17 SET 2011

Data da expedição - *Délivré le - Issued on*: 18 SET 2006



Moisés Rossi
Agente de Polícia Federal
Matr. 022.464

Nome e cargo do funcionário que o concedeu
Nom et qualité de l'agent expéditeur
Name and function of the issuing authority

DEPARTMENT OF HOMELAND SECURITY • U.S. CUSTOMS AND BORDER PROTECTION
ADMITTED
SAN
DEC 31 2025
Class
Until
B2
30 Jul 26
15160
VISTOS VISAS

VISA

UNITED STATES OF AMERICA



Issuing Post Name
SAO PAULO

Control Number
20213332840002

Surname
GOMES YANAI

Given Name
MARCELO KENJI

Visa Type /Class
R B1/B2

Passport Number
FS645821

Sex
M

Birth Date
05NOV1981

Nationality
BRZL

Entries
M

Issue Date
30NOV2021

Expiration Date
28NOV2031

0107

Annotation

R0230040

*

VNUSAGOMES<YANAI<<MARCELO<KENJI<<<<<<<<<<<<<<

FS645821<3BRA8111052M3111286B3SPL37SP1962197

VISTOS - VISAS

8





VISA

UNITED STATES OF AMERICA



Issuing Post Name
SAO PAULO

Control Number
20063488650001

Surname
YANAI

Given Name
MARCELO KENJI

Visa Type /Class
R J1

Passport Number
CT755524

Sex
M

Birth Date
05NOV1981

Nationality
BRZL

Entries
M

Issue Date
18DEC2006

Expiration Date
01MAR2007

1010

Annotation
N0003768214 P-3-06010
BEARER IS NOT SUBJECT TO SECTION 212(E).
TWO YEAR RULE DOES NOT APPLY.

86546594

*

VNUSAYANAI<<MARCELO<KENJI<<<<<<<<<<<<<<<<<<<<<

CT755524<9BRA8111052M0703013J1SPL09EM7662127

For: **MARCELO KENJI GOMES YANAI**

U.S. Customs and Border Protection
Securing America's Borders

Most Recent I-94

Note to employers, local, state or federal agency granting benefits:
Please visit the CBP I-94/I-95 Website and click on the tab for "Get Most Recent I-94/I-95" to perform a search for the applicant to confirm that the biographic and travel information displayed on this I-94/I-95 printout matches the "Get Most Recent I-94/I-95" returned results for this applicant. Reference the CBP I-94/I-95 Website FAQs.

Admission I-94 Record Number: 883142325A4

Arrival/Issued Date: 2025 December 31

Class of Admission: B2

Admit Until Date: 2026 June 30

Details provided on the I-94 Information form:

Last/Surname: GOMES YANAI

First (Given) Name: MARCELO KENJI

Birth Date: 1981 November 05

Document Number: FS645821

Country of Citizenship: Brazil

- Effective April 26, 2013, DHS began automating the admission process. An alien lawfully admitted or paroled into the U.S. is no longer required to be in possession of a preprinted Form I-94/I-95. A record of admission printed from the CBP website constitutes a lawful record of admission. See 8 CFR § 1.4(d).
- What to do if someone requests your admission info: If an employer, local, state or federal agency requests admission information, present your admission (I-94/I-95) number along with any additional required documents requested by that employer or agency.
- For security, close your browser after retrieving your I-94/I-95 number.
- Nonimmigrant travelers departing the United States by land or private vessel can now use the CBP Link Mobile Application to report their departure. Please note that departure should only be reported after you have physically left the United States. If you departed by air or sea, your departure was likely recorded automatically.

OMB No. 1651-0111
Expiration Date: 05/31/2026

View Travel History

Travel history includes up to 100 arrivals and departures spanning the last ten years

Travel History Results

Document Number: **FS645821**

Document Country of Issuance: **Brazil**

Row	DATE	TYPE	LOCATION
1	2025-12-31	Arrival	SDP
2	2022-11-06	Departure	ORL
3	2022-10-25	Arrival	ORL
4	2017-05-05	Departure	Unavailable
5	2017-05-01	Arrival	HOU

OMB No. 1651-0111 Expiration Date: 05/31/2026


SOCIAL SECURITY
VALID FOR WORK ONLY
WITH DHS AUTHORIZATION
662-14-5789
THIS NUMBER HAS BEEN ESTABLISHED FOR
MARCELO YANAI YANAI
SOCIAL SECURITY ADMINISTRATION
SIGNATURE

This card belongs to the Social Security Administration and you must return it if we ask for it.

If you find a card that isn't yours, please return it to:

Social Security Administration
P.O. Box 33008, Baltimore, MD 21290-3008

Improper use of this card or number by anyone is punishable by fine, imprisonment or both.

Protect Your Number and Card to Prevent Their Misuse

- Sign your card right away and keep it in a safe place.
- DO NOT carry it with you.

For any other Social Security business/information, contact your local Social Security office. If you write to the above address for any business other than returning a found card, it will take longer for us to answer your letter.

Social Security Administration
Form **SSA–3000** (3-2004)

F10307154

FEDERATIVE REPUBLIC OF BRAZIL
CIVIL REGISTRY OF NATURAL PERSONS

MARRIAGE CERTIFICATE

Names: MARCELO KENJI YANAI and
ROBERTA CRISTINA GOMES

REGISTRATION:
146282 01 55 2012 2 00045 192 0005895 17

FULL BIRTH NAMES, DATES AND PLACES OF BIRTH, NATIONALITY, AND FILIATION OF THE SPOUSES

MARCELO KENJI YANAI, born on 11/05/1981, in Osasco - São Paulo, Brazilian, son of YUZI YANAI and ROSA HIDEKO YANAI

ROBERTA CRISTINA GOMES, born on 04/30/1981, in Jaguariúna - São Paulo, Brazilian, daughter of JOÃO BATISTA FERREIRA GOMES and ELAINE CRISTINA HOFER GOMES.

DATE OF MARRIAGE REGISTRATION (IN FULL)	DAY	MONTH	YEAR
June first, two thousand twelve	01	06	2012

MARITAL PROPERTY REGIME

PARTIAL COMMUNITY PROPERTY.

NAME EACH SPOUSE BEGAN TO USE (IF CHANGED)

MARCELO KENJI GOMES YANAI
ROBERTA CRISTINA GOMES YANAI

NOTES / ANNOTATIONS

No Record.

The content of this certificate is true. I certify.
JAGUARIÚNA - SÃO PAULO, 06/01/2012:

----//signature//----

Luis Fernando Favoretto
Authorized Clerk

1ST COPY EXEMPT FROM FEES
Typed by: **LFF**

Registry Office of Real Estate, Titles and Documents,
Civil Registry of Legal Entities, and Civil Registry of Natural Persons and of Interdictions and Guardianships of the Seat
City and Judicial District of Jaguariúna - State of São Paulo
Carlos Alberto Sass Silva - Registrar
Rua São Paulo, 97 - Jardim Dom Bosco
Jaguariúna/São Paulo - ZIP Code: 13820-000
Phone: (19) 3867-3640 - email: jaguariuna@arpensp.org.br

Registry Office of Real Estate, Titles and Documents, Civil Registry of Legal Entities, and Civil Registry of Natural Persons and of Interdictions and Guardianships of the Seat of the Judicial District of Jaguariúna

Carlos Alberto Sass Silva
Registrar
Bachelor Luis Fernando Favoretto
Authorized Clerk

Jaguariúna - São Paulo - Phone: (19) 3867-3640
email: carlos.sass@hotmail.com

I, Carolina Favero da Silva, telephone number 415 425-2508, mailing address P.O. Box 90487, San Diego, CA 92169, certify that the professional translation of this document from Portuguese to English has been performed by myself, a qualified translator fluent in both languages, and that the following is an accurate and complete translation of the document.



Date: May 19, 2026.

REPÚBLICA FEDERATIVA DO BRASIL
REGISTRO CIVIL DAS PESSOAS NATURAIS

CERTIDÃO DE CASAMENTO

Nomes: MARCELO KENJI YANAI e
ROBERTA CRISTINA GOMES

MATRÍCULA:
146282 01 55 2012 2 00045 192 0005895 17

NOMES COMPLETOS DE SOLTEIRO, DATAS E LOCAIS DE NASCIMENTO, NACIONALIDADE E FILIAÇÕES DOS CÔNJUGES

MARCELO KENJI YANAI, nascido no dia 05/11/1981, em Osasco - SP, de nacionalidade brasileira, filho de YUZI YANAI e de ROSA HIDEKO YANAI

ROBERTA CRISTINA GOMES, nascida no dia 30/04/1981, em Jaguariúna - SP, de nacionalidade brasileira, filha de JOÃO BATISTA FERREIRA GOMES e de ELAINE CRISTINA HOFER GOMES.

DATA DE REGISTRO DO CASAMENTO(POR EXTENSO)	DIA	MÊS	ANO
primeiro de junho de dois mil e doze	01	06	2012

REGIME DE BENS DO CASAMENTO

COMUNHÃO PARCIAL DE BENS.

NOME QUE CADA UM DOS CÔNJUGES PASSOU A UTILIZAR (QUANDO HOUVER ALTERAÇÃO)

MARCELO KENJI GOMES YANAI
ROBERTA CRISTINA GOMES YANAI

OBSERVAÇÕES AVERBAÇÕES

Nada Consta.

O Conteúdo da certidão é verdadeiro. Dou fé.
JAGUARIÚNA-SP, 01/06/2012:

Luis Fernando Favoretto
Escrevente Autorizado

1ª VIA ISENTA DE EMOLUMENTOS
Digitado por: **LFF**

Oficial de Registro de Imóveis, Títulos e Documentos,
Civil de Pessoa Jurídica e Civil das Pessoas Naturais
e de Interdições e Tutelas da Sede
Município e Comarca de Jaguariúna - Estado de São Paulo
Carlos Alberto Sass Silva - Oficial
Rua São Paulo, 97 - Jd. Dom Bosco
Jaguariúna/SP - CEP: 13820-000
Pabx: (19) 3867.3640 - e-mail: jaguariuna@arpensp.org.br

Oficial de Registro de Imóveis, Títulos e Documentos, Civil de Pessoa Jurídica e Civil das Pessoas Naturais e de Interdições e Tutelas da Sede da Comarca de Jaguariúna
Carlos Alberto Sass Silva
Oficial
Bel. Luis Fernando Favoretto
Escrevente Autorizado
Jaguariúna - SP - PABX: (19) 3867-3640
e-mail: carlos.sass@hotmail.com

CASA DA MOEDA DO BRASIL



FEDERATIVE REPUBLIC OF BRAZIL

CIVIL REGISTRY OFFICE OF NATURAL PERSONS AND
NOTARY OFFICE OF JAGUARIÚNA
JUDICIAL DISTRICT OF JAGUARIÚNA - STATE OF SÃO PAULO
Fernanda Prado de Almeida Machado de Souza
Acting Registrar

ARPEN/SP

BIRTH CERTIFICATE

I hereby certify that, under No. 2121, page 28 of Book A-38 of BIRTH RECORDS, there is the birth registration of:

ROBERTA CRISTINA GOMES

born on April 30, 1981, at 1:55 p.m., at home, in this city, at Rua Artur Nogueira 165, female,

daughter of: **JOÃO BATISTA FERREIRA GOMES**,
born in Casa Branca, São Paulo
and **ELAINE CRISTINA HOFER GOMES,**
born in Santo André, São Paulo.

Paternal
grandparents: DEUSDOLAR FERREIRA GOMES
and ANGELA MIQUETE FERREIRA GOMES
and maternal: EDUARDO HOFFER NETTO
and MARIA ESCORIZA HOFER.

The declarant was the father, and the witnesses were those listed in the record.
Registration drawn up on May 5, 1981.
Notes: born on the thirtieth day of April in the year nineteen eighty-one.
There are no marginal annotations on the record.

The above is true and I certify.
Jaguariúna, October 22, 2004.
-----//Signature//----
Valquiria Anibal Barbosa
Deputy Registrar

JAGUARIÚNA SP

I notarize the signature of:
Valquíria Anibal Barbosa. I certify.
Jaguariúna, October 22, 2004.
In witness _____ whereof.
-----//Signature//----
(Law No. 4.225/84)
"Valid only with authenticity seal."

ALMEIDA REGISTRY OFFICE
CIVIL REGISTRY OFFICE OF NATURAL PERSONS AND NOTARY OFFICE
Valquíria Anibal Barbosa
Deputy Registrar
JAGUARIÚNA - SÃO PAULO
Phone (19) 3867-1163

Notarial College of Brazil - SP
SIGNATURE 1
0483AA020240

Luciano Donizeti Fattore
Authorized Clerk

Of this certificate: R$ 12.45
Legal Fees: R$ 2.49
Per Signature Fee: R$ 2.25
TOTAL: R$ 17.19
Seals paid by fee collection, payment slip No. 215/04.

Rua Marechal Floriano Peixoto, 387 - Berlim - Jaguariúna/SP - ZIP Code: 13820-000 - Phone/Fax: (19) 3867-1163 - Email: cartoriofer@dglnet.com.br

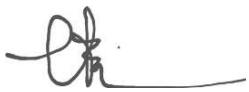
1114G-02001-03000-0904

1114G - AA 002020

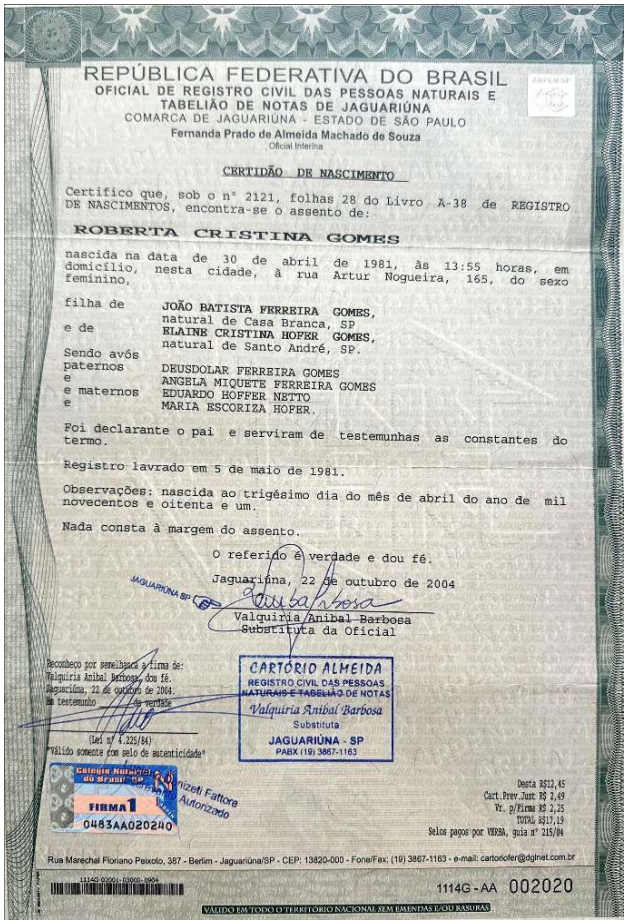
VALID THROUGHOUT THE NATIONAL TERRITORY WITHOUT ALTERATIONS AND/OR ERASURES

https://mail.google.com/mail/u/0/#inbox/FMfcgzQfBZlQdFDhbrDdZrxcjdfsr?projector=1&messagePartId=0.7

I, Carolina Favero da Silva, telephone number 415 425-2508, mailing address P.O. Box 90487, San Diego, CA 92169, certify that the professional translation of this document from Portuguese to English has been performed by myself, a qualified translator fluent in both languages, and that the following is an accurate and complete translation of the document.



Date: May 18, 2026.



REPÚBLICA FEDERATIVA DO BRASIL
OFICIAL DE REGISTRO CIVIL DAS PESSOAS NATURAIS E TABELIÃO DE NOTAS DE JAGUARIÚNA
COMARCA DE JAGUARIÚNA - ESTADO DE SÃO PAULO
Fernanda Prado de Almeida Machado de Souza
Oficial Interina

CERTIDÃO DE NASCIMENTO

Certifico que, sob o nº 2121, folhas 28 do Livro A-38 de REGISTRO DE NASCIMENTOS, encontra-se o assento de:

ROBERTA CRISTINA GOMES

nascida na data de 30 de abril de 1981, às 13:55 horas, em domicílio, nesta cidade, à rua Artur Nogueira, 165, do sexo feminino,

filha de JOÃO BATISTA FERREIRA GOMES, natural de Casa Branca, SP
e de ELAINE CRISTINA HOFER GOMES, natural de Santo André, SP.

Sendo avós paternos DEUSDOLAR FERREIRA GOMES e ANGELA MIQUETE FERREIRA GOMES
e maternos EDUARDO HOFFER NETTO e MARIA ESCORIZA HOFER.

Foi declarante o pai e serviram de testemunhas as constantes do termo.

Registro lavrado em 5 de maio de 1981.

Observações: nascida ao trigésimo dia do mês de abril do ano de mil novecentos e oitenta e um.

Nada consta à margem do assento.

O referido é verdade e dou fé.

Jaguariúna, 22 de outubro de 2004

Valquiria Anibal Barbosa
Substituta da Oficial

Reconheço por semelhança a firma de: Valquiria Anibal Barbosa, dou fé. Jaguariúna, 22 de outubro de 2004. Em testemunho da verdade.
(Lei nº 4.225/64)
"Válido somente com selo de autenticidade"

CARTÓRIO ALMEIDA
REGISTRO CIVIL DAS PESSOAS NATURAIS E TABELIÃO DE NOTAS
Valquiria Anibal Barbosa
Substituta
JAGUARIÚNA - SP
PABX (19) 3867-1163

Colégio Notarial do Brasil - SP
FIRMA 1
0483AA020240

Denize Fattore Autorizado

Deeta R$12,45
Cart.Prev.Jur. R$ 2,49
Vr. p/Firma R$ 2,25
TOTAL R$17,19
Selos pagos por VERBA, guia nº 215/04

Rua Marechal Floriano Peixoto, 387 - Berlim - Jaguariúna/SP - CEP: 13820-000 - Fone/Fax: (19) 3867-1163 - e-mail: cartoriofer@dglnet.com.br

1114G - AA 002020

VALIDO EM TODO O TERRITORIO NACIONAL SEM EMENDAS E/OU RASURAS

FEDERATIVE REPUBLIC OF BRAZIL
CIVIL REGISTRY OF NATURAL PERSONS

BIRTH CERTIFICATE

Name

RIKI GOMES YANAI

REGISTRATION:

115196 01 55 2016 1 00537 222 0220115 01

DATE OF BIRTH IN FULL	DAY	MONTH	YEAR
February twenty-second, two thousand sixteen	22	02	2016

TIME OF BIRTH	CITY OF BIRTH AND STATE
07:45 AM	Campinas - São Paulo

CITY OF REGISTRATION AND STATE	PLACE OF BIRTH	SEX
Campinas - 2nd Subdistrict - São Paulo	Vera Cruz Hospital - Avenida Andrade Neves, 402	Male

FILIATION

Father: MARCELO KENJI GOMES YANAI - Born in OSASCO - São Paulo
Mother: ROBERTA CRISTINA GOMES YANAI - Born in JAGUARIÚNA - São Paulo

GRANDPARENTS

Paternal: YUZI YANAI and ROSA HIDEKO YANAI
Maternal: JOÃO BATISTA FERREIRA GOMES and ELAINE CRISTINA HOFER GOMES

TWIN	NAME AND REGISTRATION OF THE TWIN(S)
No	No Record.

DATE OF REGISTRATION IN FULL	NUMBER OF LIVE BIRTH CERTIFICATE
February twenty-third, two thousand sixteen	30-67104428-3

NOTES / ANNOTATIONS

Registered under CPF No. 50907453821, pursuant to Normative Instruction No. 1548/15 of the Brazilian Federal Revenue Service (RFB).

Certificate drawn up by Ana Paula de Souza da Cunha - Clerk of the Campinas Civil Registry Office - 2nd Subdistrict, who electronically signed it, pursuant to Article 13 of National Council of Justice (CNJ) Provision No. 13

I certify that, on February 23, 2016, this certificate was extracted from the Integrated Birth Registry System, and I verified the authenticity of its ICP-Brasil standard digital signature.

The content of this certificate is true. I certify.

----//signature//----
Kellma Manfrinatti Paulino Ribeiro
Clerk

1st copy of certificate
EXEMPT FROM FEES

Civil Registry Office of Natural Persons
Campinas - 2nd Subdistrict

Marismênia Spinola de Melo Pereira
Registrar

City of Campinas - São Paulo
Rua Delfino Cintra, 404 - Centro - ZIP Code: 13020-100
Phone: (19) 3232-9132 - Email: campinas2@arpencosp.org.br

11519-6 - AA 000110708

I, Carolina Favero da Silva, telephone number 415 425-2508, mailing address P.O. Box 90487, San Diego, CA 92169, certify that the professional translation of this document from Portuguese to English has been performed by myself, a qualified translator fluent in both languages, and that the following is an accurate and complete translation of the document.



Date: May 26, 2026.

REPÚBLICA FEDERATIVA DO BRASIL
REGISTRO CIVIL DAS PESSOAS NATURAIS

CERTIDÃO DE NASCIMENTO

Nome
RIKI GOMES YANAI

MATRÍCULA:
115196 01 55 2016 1 00537 222 0220115 01

DATA DE NASCIMENTO POR EXTENSO: vinte e dois de fevereiro de dois mil e dezesseis
DIA: 22 | MÊS: 02 | ANO: 2016

HORA: 07:45 horas
MUNICÍPIO DE NASCIMENTO E UNIDADE DA FEDERAÇÃO: Campinas - SP

MUNICÍPIO DE REGISTRO E UNIDADE DA FEDERAÇÃO: Campinas - 2º Subdistrito - SP
LOCAL DE NASCIMENTO: Hospital Vera Cruz - Av. Andrade Neves, 402
SEXO: Masculino

FILIAÇÃO
Pai: MARCELO KENJI GOMES YANAI - Natural de OSASCO - SP
Mãe: ROBERTA CRISTINA GOMES YANAI - Natural de JAGUARIÚNA - SP

AVÓS
Paternos: YUZI YANAI e ROSA HIDEKO YANAI
Maternos: JOÃO BATISTA FERREIRA GOMES e ELAINE CRISTINA HOFER GOMES

GÊMEOS: Não
NOME E MATRÍCULA DO(S) GÊMEO(S): Nada Consta.

DATA DO REGISTRO POR EXTENSO: vinte e três de fevereiro de dois mil e dezesseis
Nº DA DECLARAÇÃO DE NASCIDO VIVO: 30-67104428-3

OBSERVAÇÕES AVERBAÇÕES
Inscrito(a) no CPF sob o nº 50907453821, conforme Instrução Normativa RFB nº 1548/15.

Certidão lavrada por Ana Paula de Sousa da Cunha - Escrevente do Registro Civil Campinas - 2º Subdistrito, o(a) qual assinou eletronicamente, nos termos do artigo 13 do Provimento nº 13 do CNJ.

Certifico que, em data de 23 de fevereiro de 2016, foi extraída esta certidão do Sistema Interligado de Registro de Nascimento, sendo a autenticidade de sua assinatura digital padrão ICP-Brasil por mim conferida.

O conteúdo da certidão é verdadeiro. Dou fé

Kellma Manfrinatti Paulino Ribeiro
Escrevente

1ª via certidão
ISENTO DE EMOLUMENTOS

Oficial de Registro Civil das Pessoas Naturais
Campinas - 2º Subdistrito

Marismênia Spínola de Melo Pereira
Oficial

Município de Campinas - SP
Rua Delfino Cintra, 404 - Centro - CEP: 13020-100
Tel: (19) 3232-9132 - E-mail: campinas2@arpensp.org.br

11519-6 - AA 000110708
11519-6-103001-113000-1015

FEDERATIVE REPUBLIC OF BRAZIL
CIVIL REGISTRY OF NATURAL PERSONS

BIRTH CERTIFICATE

Name

EMY GOMES YANAI

REGISTRATION:

115196 0l 55 2014 l 00520 257 0199890 29

DATE OF BIRTH IN FULL	DAY	MONTH	YEAR
July twenty-first, two thousand fourteen	21	07	2014

TIME OF BIRTH	CITY OF BIRTH AND STATE
08:02 AM	Campinas - São Paulo

CITY OF REGISTRATION AND STATE	PLACE OF BIRTH	SEX
Campinas - 2nd Subdistrict - São Paulo	Vera Cruz Hospital - Avenida Andrade Neves, 402	Female

FILIATION

Father: MARCELO KENJI GOMES YANAI - Born in OSASCO - São Paulo
Mother: ROBERTA CRISTINA GOMES YANAI - Born in JAGUARIÚNA - São Paulo

GRANDPARENTS

Paternal: YUZI YANAI and ROSA HIDEKO YANAI
Maternal: JOÃO BATISTA FERREIRA GOMES and ELAINE CRISTINA HOFER GOMES

TWIN	NAME AND REGISTRATION OF THE TWIN(S)
No	No Record.

DATE OF REGISTRATION IN FULL	NUMBER OF LIVE BIRTH CERTIFICATE
July twenty-second, two thousand fourteen	30-62741593-0

NOTES / ANNOTATIONS

No Record.

Certificate drawn up by ANA PAULA DE SOUZA DA CUNHA - CLERK of the Campinas Civil Registry Office - 2nd Subdistrict, who electronically signed it, pursuant to Article 13 of National Council of Justice (CNJ) Provision No. 13

I certify that, on July 22, 2014, this certificate was extracted from the Integrated Birth Registry System, with the authenticity of its electronic signature verified by me.

The content of this certificate is true. I certify.

----//signature//----
Fernanda Aparecida do Amaral Ribeiro
Clerk

1st copy of certificate
EXEMPT FROM FEES

Civil Registry Office of Natural Persons
Campinas - 2nd Subdistrict

Marismênia Spinola de Melo Pereira
Registrar

City of Campinas - São Paulo
Rua Delfino Cintra, 404 - Centro - ZIP Code: 13020-100
Phone: (19) 3232-9132 - Email: campinas2@arpencosp.org.br

11519-6 - AA 000033289

671

DETAILED INFORMATION OF THE REGISTRATION

Registration	0018830155 1987 1 0003 050 0000533 31	cc (55) Type Of Service Provided, Being: 55: Civil Registration Service of Natural Persons		ffff (0003)	Book Number
Standard	aaaaaabbcc dddd e ffff ggg hhhhhhh ii	dddd (1987) Year of Registration		ggg (050)	Page Number
	DETAILING	e (1) Type Of Book, being: 1: Book A (Birth) 2: Book B (Marriage) 3: Book B Auxiliary (Religious Marriage Registration for Civil Purposes) 4: Book C (Death) 5: Auxiliary Book C (Stillbirth Registration) 6: Book D (Publication of Banns Registration) 7: Book E (Other Acts Related to Civil Registration)		hhhhhhh (0000533)	Entry Number
aaaaaa (00188-3)	National Registry Office Code (unique identification of the notary office)			ii (31)	Check Digit
bb (01)	Archive Code, being: 01 - Own Archive Other - Incorporated Archives				

I, Carolina Favero da Silva, telephone number 415 425-2508, mailing address P.O. Box 90487, San Diego, CA 92169, certify that the professional translation of this document from Portuguese to English has been performed by myself, a qualified translator fluent in both languages, and that the following is an accurate and complete translation of the document.



Date: May 26, 2026.

REPÚBLICA FEDERATIVA DO BRASIL
REGISTRO CIVIL DAS PESSOAS NATURAIS

CERTIDÃO DE NASCIMENTO

Nome
EMY GOMES YANAI

MATRÍCULA:
115196 01 55 2014 1 00520 257 0199890 29

DATA DE NASCIMENTO POR EXTENSO	DIA	MÊS	ANO
vinte e um de julho de dois mil e quatorze	21	07	2014

HORA	MUNICÍPIO DE NASCIMENTO E UNIDADE DA FEDERAÇÃO
08:02 horas	Campinas - SP

MUNICÍPIO DE REGISTRO E UNIDADE DA FEDERAÇÃO	LOCAL DE NASCIMENTO	SEXO
Campinas - 2º Subdistrito - SP	Hospital Vera Cruz - Av. Andrade Neves, 402	Feminino

FILIAÇÃO
Pai: MARCELO KENJI GOMES YANAI - Natural de OSASCO - SP
Mãe: ROBERTA CRISTINA GOMES YANAI - Natural de JAGUARIÚNA - SP

AVÓS
Paternos: YUZI YANAI e ROSA HIDEKO YANAI
Maternos: JOÃO BATISTA FERREIRA GOMES e ELAINE CRISTINA HOFER GOMES

GÊMEOS	NOME E MATRÍCULA DO(S) GÊMEO(S)
Não	Nada Consta.

DATA DO REGISTRO POR EXTENSO	Nº DA DECLARAÇÃO DE NASCIDO VIVO
vinte e dois de julho de dois mil e quatorze	30-62741593-0

OBSERVAÇÕES AVERBAÇÕES
Nada consta.

Certidão lavrada por ANA PAULA DE SOUSA DA CUNHA - ESCREVENTE do Registro Civil Campinas - 2º Subdistrito, o(a) qual assinou eletronicamente, nos termos do artigo 13 do Provimento nº 13 do CNJ.

Certifico que, em data de 22 de julho de 2014, foi extraída esta certidão do Sistema Interligado de Registro de Nascimento, sendo a autenticidade de sua assinatura eletrônica por mim conferida.

O conteúdo da certidão é verdadeiro. Dou fé.

Fernanda Aparecida do Amaral Ribeiro
Escrevente

1ª via certidão
ISENTO DE EMOLUMENTOS

Oficial de Registro Civil das Pessoas Naturais
Campinas - 2º Subdistrito

Marismênia Spínola de Melo Pereira
Oficial

Município de Campinas - SP
Rua Delfino Cintra, 404 - Centro - CEP: 13020-100
Tel: (19) 3232-9132 - E-mail: campinas2@arpensp.org.br

11519-6 - AA 00033289
11519-6-030001-040000-0514

DETALHAMENTO DA MATRÍCULA

Matrícula	0018830155 1987 1 0003 050 0000533 31	cc (55) Tipo de Serviço Prestado, sendo: 55: Serviço de Registro Civil das Pessoas Naturais		ffff (0003)	Número do livro
Padrão	aaaaaabbcc dddd e ffff ggg hhhhhhh ii				
DETALHAMENTO		dddd (1987) Ano do Registro		ggg (050)	Número da folha
aaaaaa (00188-3)	Código Nacional da Serventia (identificação única do cartório)	e (1) Tipo do livro, sendo: 1: Livro A (Nascimento) 2: Livro B (Casamento) 3: Livro B Auxiliar (Registro de casamento religioso para fins civis) 4: Livro C (Óbito) 5: Livro C Auxiliar (Registro de Natimortos) 6: Livro D (Registro de Proclamas) 7: Livro E (Demais atos relativos ao Registro Civil)		hhhhhhh (0000533)	Número do Termo
bb (01)	Código do Acervo, sendo: 01 - Acervo Próprio Outros - Acervos Incorporados			ii (31)	Dígito Verificador

Uso exclusivo para emissão de certidões de registro civil das pessoas naturais

REPÚBLICA FEDERATIVA DO BRASIL

Roberta Gomes

Assinatura do titular / *Signature du titulaire* / *Bearer's signature* / *Firma del titular*

GK870018

Este passaporte deve ser assinado pelo titular, salvo em caso de incapacidade.

Ce passeport doit être signé par le titulaire, sauf en cas d'incapacité.

This passport must be signed, except where the bearer is unable to do so.

Este pasaporte debe ser firmado por el titular, salvo en caso de incapacidad.



REPÚBLICA FEDERATIVA DO BRASIL

PASSAPORTE
PASSPORT

TIPO / *TYPE*: P

PAÍS EMISSOR / *ISSUING COUNTRY*: BRA

PASSAPORTE Nº / *PASSPORT No.*: GK870018

SOBRENOME / *SURNAME*: GOMES YANAI



NOME / *GIVEN NAMES*: ROBERTA CRISTINA

NACIONALIDADE / *NATIONALITY*: BRASILEIRO(A)

DATA DO NASCIMENTO / *DATE OF BIRTH*: 30 ABR/APR 1981

CPF / *PERSONAL NUMBER*: 282853948-24

SEXO / *SEX*: F

NATURALIDADE / *PLACE OF BIRTH*: JAGUARIÚNA/SP

FILIAÇÃO / *FILIATION*:
ELAINE CRISTINA HOFER GOMES

JOÃO BATISTA FERREIRA GOMES



DATA DE EXPEDIÇÃO / *DATE OF ISSUE*: 06 FEV/FEB 2025

AUTORIDADE / *AUTHORITY*: DPF/CAS/SP

VÁLIDO ATÉ / *DATE OF EXPIRY*: 05 FEV/FEB 2035

P<BRAGOMES<YANAI<<ROBERTA<CRISTINA<<<<<<<<<<

GK870018<0BRA8104306F3502055282853948 24<<<34

3

Menor de 12 anos de idade
Child under the age of 12

REPÚBLICA FEDERATIVA DO BRASIL

Assinatura do titular / *Signature du titulaire / Bearer's signature / Firma del titular*

G1986946

Este passaporte deve ser assinado pelo titular, salvo em caso de incapacidade.

Ce passeport doit être signé par le titulaire, sauf en cas d'incapacité.

This passport must be signed, except where the bearer is unable to do so.

Este pasaporte debe ser firmado por el titular, salvo en caso de incapacidad.



PASSAPORTE
PASSPORT

REPÚBLICA FEDERATIVA DO BRASIL

TIPO / *TYPE*: P
PAÍS EMISSOR / *ISSUING COUNTRY*: BRA
PASSAPORTE Nº / *PASSPORT No.*: GI986946

SOBRENOME / *SURNAME*
GOMES YANAI

NOME / *GIVEN NAMES*
RIKI

NACIONALIDADE / *NATIONALITY*
BRASILEIRO(A)

DATA DO NASCIMENTO / *DATE OF BIRTH*: 22 FEV/FEB 2016
CPF / *PERSONAL NUMBER*: 509074538-21

SEXO / *SEX*: M
NATURALIDADE / *PLACE OF BIRTH*: CAMPINAS/SP

FILIAÇÃO / *FILIATION*
ROBERTA CRISTINA GOMES YANAI

MARCELO KENJI GOMES YANAI





O titular, enquanto menor, está autorizado pelos genitores, pelo prazo deste documento, a viajar apenas com um dos pais, indistintamente. Res. CNJ 131/11, Art. 13.

DATA DE EXPEDIÇÃO / *DATE OF ISSUE*: 12 MAR/MAR 2024
AUTORIDADE / *AUTHORITY*: DPF/CAS/SP

VÁLIDO ATÉ / *DATE OF EXPIRY*
11 MAR/MAR 2029

P<BRAGOMES<YANAI<<RIKI<<<<<<<<<<<<<<<<<<<<<<

GI986946<4BRA1602227M2903116509074538 21<<<84

Menor de 12 anos de idade
Child under the age of 12

Assinatura do titular / Signature du titulaire /
Bearer's signature / Firma del titular

REPÚBLICA FEDERATIVA DO BRASIL

GK8700019

Este passaporte deve ser assinado
pelo titular, salvo em caso de incapacidade.

Ce passeport doit être signé
par le titulaire, sauf en cas d'incapacité.

This passport must be signed,
except where the bearer is unable to do so.

Este pasaporte debe ser firmado
por el titular, salvo en caso de incapacidad.



REPÚBLICA FEDERATIVA DO BRASIL

PASSAPORTE
PASSPORT

TIPO / TYPE: P
PAÍS EMISSOR / ISSUING COUNTRY: BRA
PASSAPORTE Nº / PASSPORT No.: GK870019

SOBRENOME / SURNAME
GOMES YANAI

NOME / GIVEN NAMES
EMY





NACIONALIDADE / NATIONALITY
BRASILEIRO(A)

DATA DO NASCIMENTO / DATE OF BIRTH
21 JUL/JUL 2014

CPF / PERSONAL NUMBER
515687978-00

SEXO / SEX
F

NATURALIDADE / PLACE OF BIRTH
CAMPINAS/SP

FILIAÇÃO / FILIATION
ROBERTA CRISTINA GOMES YANAI

MARCELO KENJI GOMES YANAI

O titular, enquanto menor, está autorizado pelos genitores, pelo prazo deste documento, a viajar apenas com um dos pais, indistintamente. Res. CNJ 131/11, Art. 13.

DATA DE EXPEDIÇÃO / DATE OF ISSUE
06 FEV/FEB 2025

AUTORIDADE / AUTHORITY
DPF/CAS/SP

VÁLIDO ATÉ / DATE OF EXPIRY
05 FEV/FEB 2030

P<BRAGOMES<YANAI<<EMY<<<<<<<<<<<<<<<<<<<<<<<<

GK870019<3BRA1407215F3002050515687978 00<<<82

VISTOS VISAS

VISA

UNITED STATES OF AMERICA



Issuing Post Name
SAO PAULO

Control Number
20213332890007

Surname
GOMES YANAI

Given Name
ROBERTA CRISTINA

Visa Type /Class
R B1/B2

Passport Number
FO260431

Sex
F

Birth Date
30APR1981

Nationality
BRZL

Entries
M

Issue Date
01DEC2021

Expiration Date
28NOV2031

0100

Annotation

R0230705

**

VNUSAGOMES<YANAI<<ROBERTA<CRISTINA<<<<<<<<<<

F0260431<9BRA8104306F[illegible]1286B3SPL37T7L952294

VISTOS VISAS

VISA

UNITED STATES OF AMERICA



Issuing Post Name
SAO PAULO

Control Number
20171102000003

Surname
GOMES YANAI

Given Name
RIKI

Visa Type /Class
R B1/B2

Passport Number	Sex	Birth Date	Nationality
FS813210	M	22FEB2016	BRZL

Entries	Issue Date	Expiration Date	
M	24APR2017	19APR2027	0111

Annotation

M1432097

**

VNUSAGOMES<YANAI<<RIKI<<<<<<<<<<<<<<<<<<<<<<<<

FS813210<2BRA1602227F 679 04195B3SPL20AV3021418



DEPARTMENT OF HOMELAND SECURITY • U.S. CUSTOMS AND BORDER PROTECTION
ADMITTED
SAN
DEC 31 2025
Class B2
Until 30 Jun 2026
25
15160

REPÚBLICA FEDERATIVA DO BRASIL



VISTOS / VISAS

THE UNITED STATES OF AMERICA

VISA



Issuing Post Name
SAO PAULO
Surname
GOMES YANAI
Given Name
EMY
Passport Number
GK870019
Entries
M
Annotation

Control Number
20251203020003

Visa Type /Class
R B1/B2

Sex
F

Birth Date
21JUL2014

Nationality
BRZL

Issue Date
05MAY2025

Expiration Date
29APR2035

V0391550

VNUSAGOMES<YANAI<<EMY<<<<<<<<<<<<<<<<<<<<<<<<

GK870019<3BRA1407215F3504299B3SPL45M02112502

For: **ROBERTA CRISTINA GOMES YANAI**

U.S. Customs and Border Protection
Securing America's Borders

Most Recent I-94

Note to employers, local, state or federal agency granting benefits:
Please visit the CBP I-94/I-95 Website and click on the tab for "Get Most Recent I-94/I-95" to perform a search for the applicant to confirm that the biographic and travel information displayed on this I-94/I-95 printout matches the "Get Most Recent I-94/I-95" returned results for this applicant. Reference the CBP I-94/I-95 Website FAQs.

Admission I-94 Record Number: 883140868A4

Arrival/Issued Date: 2025 December 31

Class of Admission: B2

Admit Until Date: 2026 June 30

Details provided on the I-94 Information form:

Last/Surname: GOMES YANAI

First (Given) Name: ROBERTA CRISTINA

Birth Date: 1981 April 30

Document Number: GK870018

Country of Citizenship: Brazil

- Effective April 26, 2013, DHS began automating the admission process. An alien lawfully admitted or paroled into the U.S. is no longer required to be in possession of a preprinted Form I-94/I-95. A record of admission printed from the CBP website constitutes a lawful record of admission. See 8 CFR § 1.4(d).
- What to do if someone requests your admission info: If an employer, local, state or federal agency requests admission information, present your admission (I-94/I-95) number along with any additional required documents requested by that employer or agency.
- For security, close your browser after retrieving your I-94/I-95 number.
- Nonimmigrant travelers departing the United States by land or private vessel can now use the CBP Link Mobile Application to report their departure. Please note that departure should only be reported after you have physically left the United States. If you departed by air or sea, your departure was likely recorded automatically.

OMB No. 1651-0111
Expiration Date: 05/31/2026

View Travel History

Travel history includes up to 100 arrivals and departures spanning the last ten years

Travel History Results

Document Number: **GK870018**

Document Country of Issuance: **Brazil**

Row	DATE	TYPE	LOCATION
1	2025-12-31	Arrival	SDP
2	2023-04-19	Departure	CHI
3	2023-04-13	Arrival	CHI
4	2022-11-06	Departure	ORL
5	2022-10-25	Arrival	ORL
6	2017-05-05	Departure	Unavailable
7	2017-05-01	Arrival	Unavailable

OMB No. 1651-0111 Expiration Date: 05/31/2026

For: **RIKI GOMES YANAI**

U.S. Customs and Border Protection
Securing America's Borders

Most Recent I-94

Note to employers, local, state or federal agency granting benefits:
Please visit the CBP I-94/I-95 Website and click on the tab for "Get Most Recent I-94/I-95" to perform a search for the applicant to confirm that the biographic and travel information displayed on this I-94/I-95 printout matches the "Get Most Recent I-94/I-95" returned results for this applicant. Reference the CBP I-94/I-95 Website FAQs.

Admission I-94 Record Number: 883141793A4

Arrival/Issued Date: 2025 December 31

Class of Admission: B2

Admit Until Date: 2026 June 30

Details provided on the I-94 Information form:

Last/Surname: GOMES YANAI

First (Given) Name: RIKI

Birth Date: 2016 February 22

Document Number: GI986946

Country of Citizenship: Brazil

- Effective April 26, 2013, DHS began automating the admission process. An alien lawfully admitted or paroled into the U.S. is no longer required to be in possession of a preprinted Form I-94/I-95. A record of admission printed from the CBP website constitutes a lawful record of admission. See 8 CFR § 1.4(d).
- What to do if someone requests your admission info: If an employer, local, state or federal agency requests admission information, present your admission (I-94/I-95) number along with any additional required documents requested by that employer or agency.
- For security, close your browser after retrieving your I-94/I-95 number.
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OMB No. 1651-0111
Expiration Date: 05/31/2026

View Travel History

Travel history includes up to 100 arrivals and departures spanning the last ten years

Travel History Results

Document Number: **GI986946**

Document Country of Issuance: **Brazil**

Row	DATE	TYPE	LOCATION
1	2025-12-31	Arrival	SDP
2	2022-11-06	Departure	ORL
3	2022-10-25	Arrival	ORL

OMB No. 1651-0111 Expiration Date: 05/31/2026

For: **EMY GOMES YANAI**

U.S. Customs and Border Protection
Securing America's Borders

Most Recent I-94

Note to employers, local, state or federal agency granting benefits:
Please visit the CBP I-94/I-95 Website and click on the tab for "Get Most Recent I-94/I-95" to perform a search for the applicant to confirm that the biographic and travel information displayed on this I-94/I-95 printout matches the "Get Most Recent I-94/I-95" returned results for this applicant. Reference the CBP I-94/I-95 Website FAQs.

Admission I-94 Record Number: 883142619A4

Arrival/Issued Date: 2025 December 31

Class of Admission: B2

Admit Until Date: 2026 June 30

Details provided on the I-94 Information form:

Last/Surname: GOMES YANAI

First (Given) Name: EMY

Birth Date: 2014 July 21

Document Number: GK870019

Country of Citizenship: Brazil

- Effective April 26, 2013, DHS began automating the admission process. An alien lawfully admitted or paroled into the U.S. is no longer required to be in possession of a preprinted Form I-94/I-95. A record of admission printed from the CBP website constitutes a lawful record of admission. See 8 CFR § 1.4(d).
- What to do if someone requests your admission info: If an employer, local, state or federal agency requests admission information, present your admission (I-94/I-95) number along with any additional required documents requested by that employer or agency.
- For security, close your browser after retrieving your I-94/I-95 number.
- Nonimmigrant travelers departing the United States by land or private vessel can now use the CBP Link Mobile Application to report their departure. Please note that departure should only be reported after you have physically left the United States. If you departed by air or sea, your departure was likely recorded automatically.

OMB No. 1651-0111
Expiration Date: 05/31/2026

View Travel History

Travel history includes up to 100 arrivals and departures spanning the last ten years

Travel History Results

Document Number: **GK870019**

Document Country of Issuance: **Brazil**

Row	DATE	TYPE	LOCATION
1	2025-12-31	Arrival	SDP

OMB No. 1651-0111 Expiration Date: 05/31/2026