

COMMERCIAL LEASE AGREEMENT FOR AGRICULTURAL COFFEE LOTS

THIS COMMERCIAL LEASE AGREEMENT (this "Agreement") is entered into as of the date below in section 14 Execution, by and between:

Lessor: Tunungua Farms LLC, a Florida limited liability company, with its principal place of business at 1101 E Cumberland Ave, Tampa, FL 33602, United States of America, EIN 87-3688615 ("Lessor").

Lessee: Identified below in section 14 Execution ("Lessee").

WHEREAS, the Lessor owns and manages agricultural coffee plantations located in Tunungua, Boyacá, Colombia; and

WHEREAS, the Lessee desires to lease certain coffee lots thereunder on the terms herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows, subject to the laws of the State of Florida:

1. Demised Premises

The Lessor hereby leases to the Lessee, and the Lessee hereby accepts and leases from the Lessor, agricultural coffee lot(s) ("Lot"), each Lot comprising one hundred (100) coffee trees, situated on the Lessor's coffee plantations in Tunungua, Boyacá, Colombia, managed by the Lessor and its affiliates. This Agreement shall govern the initial Lot(s) and any additional Lot(s) subsequently leased hereunder in the future, without requirement for execution of separate lease agreements.

Lot Description: The Lot(s) is/are designated as (Lot Numbers Assigned on Payment Invoice). Additional Lots may be added by written or verbal notice from the Lessee to the Lessor, accompanied by full payment pursuant to Section 3 hereof, thereby automatically amending this Agreement to incorporate such additional Lots under identical terms.

Permitted Use: Lessee shall have exclusive passive ownership rights solely for coffee production with respect to each leased Lot. The Lessor, in accordance with the guidelines of the Colombian Coffee Growers Federation and Café de Colombia Alliance, shall exclusively manage all cultivation, harvesting, and processing activities for the Lessee. Lessee shall be provided physical access to the Lots by providing 30 days advance notice so long as the Lessor deems that access will not affect or disrupt daily farm operations or be of detrimental hindrance to the cultivation of any other lots located on the farms properties. The Lessee shall not engage in subleasing or any other use, without the Lessor's prior written consent.

Non-Exclusivity: This lease is non-exclusive. The Lessor reserves the right to lease other lots on the plantations to third parties without restriction.

No Other Interests: Lessee acquires no title, ownership, or interest in the land, trees, improvements, equipment, or any assets other than the proceeds expressly provided herein.

2. Term

The term of this lease shall be five (5) years for each Lot (the "Term"). For the initial Lot, the Term commences on the date of execution hereof. For each additional Lot, the Term shall commence on the date the Lessor receives full payment therefor pursuant to Section 3. Each Lot's Term shall run independently, permitting partial termination. There shall be no automatic renewal absent written notice by the Lessor at least ninety (30) days prior to expiration. Early termination shall be governed by Section 10. Upon expiration or termination of a Lot's Term, all rights revert to the Lessor, and Lessee shall have no claim to improvements or assets.

3. Lease Payment

Payment: One thousand United States Dollars (USD \$1,000.00) per Lot, payable one time only upon commencement of the applicable Term, non-refundable.

Payment Terms: Payment is due upon execution hereof via bank wire transfer, ACH debit, credit card or debit card in accordance with the following schedule.

For 1 Lot: Payment shall be made by bank wire transfer, ACH debit, credit card or debit card.

For 2-5 Lots: Payment shall be made by bank wire transfer or ACH debit.

For 6 or more Lots: payment shall be by bank wire transfer.

The Term for each Lot shall commence upon receipt of cleared funds by Lessor, automatically incorporating the Lot(s) into this Agreement. No periodic rents shall apply.

Currency: All payments shall be in United States Dollars (USD).

4. Covenants

Lessor's Covenants:

- To plant, maintain, harvest and process the coffee produced on each Lot for the Lessee.
- To procure and maintain insurance, pay taxes, and ensure regulatory compliance.

Lessee's Covenants:

- To timely pay all Rent due per Lot.
- To refrain from any interference with operations.
- To promptly notify the Lessor of any change in contact information.
- Not to sublease, assign, or encumber any interest hereunder.

5. Representations and Warranties

Lessee acknowledges the conditions of each Lot. EXCEPT AS EXPRESSLY STATED, LESSOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. No liens or encumbrances shall attach to the Lots by virtue of this Agreement.

6. Maintenance and Repairs

The Lessor shall perform all maintenance, repairs, and upkeep.

7. Insurance

The Lessor shall maintain comprehensive insurance covering operations. Lessee may, at its option, insure its interest in proceeds.

8. Prohibitions

Lessee shall not interfere with operations, access the Lots without consent, or undertake unauthorized actions. Violation constitutes material breach.

9. Notices

All notices shall be in writing, sent via certified mail, return receipt requested, or email with confirmation, to the addresses first above written or as otherwise updated pursuant to Section 4.

10. Termination

Mutual Termination: By written agreement of the Parties.

Termination by Lessor: For non-payment or material breach, with ninety (30) days' prior written notice; or at Term end.

Termination by Lessee: With ninety (30) days' prior written notice.

Termination may apply to specific Lots only. Upon termination, rights revert to the Lessor; no refunds shall be due.

11. Force Majeure and Term Extension

If performance is prevented or delayed by Force Majeure (acts of God, war, riots, natural disasters, pandemics, or governmental actions materially impacting operations), obligations hereunder shall be suspended. Lessor may extend the affected Lot's Term by the duration of such event, at no additional cost to Lessee. Lessor shall mitigate reasonably; no refunds apply.

12. Governing Law; Dispute Resolution

This Agreement shall be governed by the laws of the State of Florida, without regard to conflict of laws principles. Any dispute arising hereunder shall be resolved exclusively by binding arbitration in Tampa, Florida, under the Commercial Arbitration Rules of the American Arbitration Association. The award shall be final, and judgment thereon may be entered in any court of competent jurisdiction in Tampa. The prevailing party shall recover reasonable attorneys' fees and costs. If any provision is held invalid, the remainder shall remain in full force.

13. Miscellaneous

a. Entire Agreement. This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements, representations, or understandings, whether oral or written.

b. Amendments. This Agreement may be amended by written agreement signed by both Parties. Amendments for additional Lots shall require only the Lessee's written or verbal notice, confirmation of payment receipt by Lessor, and Lessor's written acknowledgment thereof, without execution of a new agreement.

c. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

d. Electronic Signatures. The Parties acknowledge and agree that this Agreement and any amendments hereto may be executed by electronic signature, including but not limited to DocuSign, Adobe Sign, or similar platforms. Such electronic signatures shall be deemed valid, enforceable, and binding to the same extent as original wet-ink signatures under the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 et seq.) (ESIGN), the Uniform Electronic Transactions Act as adopted in Florida (Fla. Stat. § 668.50 et seq.), and any other applicable law. The Parties consent to the use of electronic records and signatures for all purposes related to this Agreement.

14. Execution

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date written below.

LESSOR:
Tunungua Farms LLC

Signature:
Authorized By:
Title:
Date:

LESSEE:
Name:
Address:
Email:
Phone:
Signature:
Date:

ADDENDUM ON FOLLOWING PAGES

ADDENDUM TO COMMERCIAL LEASE AGREEMENT FOR AGRICULTURAL COFFEE LOTS

This Addendum ("Addendum") is entered into as of the date below in section 54 Execution, by and between:

Lessor: Tunungua Farms LLC, a Florida limited liability company, with its principal place of business at 1101 E Cumberland Ave, Tampa, FL 33602, United States of America, EIN 87-3688615 ("Lessor").

Lessee: Identified below in section 5 Execution ("Lessee"),

and supplements the Commercial Lease Agreement dated _____ (the "Agreement") for the Lots leased thereunder.

WHEREAS, the Parties wish to incorporate specific yield guarantees and fixed pricing into the Agreement; and

WHEREAS, this Addendum amends and supplements the Agreement only as expressly stated herein, with all other terms remaining in full force;

NOW, THEREFORE, the Parties agree as follows:

1. **Guaranteed Yields and Sales Prices.** Lessor guarantees the crop yields and sales prices per Lot as set forth in the Yield/Sales Schedule below. Lessee shall receive net proceeds calculated at the guaranteed sales price per pound, post-harvest and prorated across all Lots. These guarantees are subject only to Force Majeure as defined in Section 11 of the Agreement.

Yield/Sales Schedule (per Lot)

Year	Guaranteed Crop Yield (LBS)	Guaranteed Sales Price / LB	Total
1	50	\$2.50	\$125
2	100	\$2.50	\$250
3	150	\$2.50	\$375
4	200	\$2.50	\$500
5	250	\$2.50	\$625

Total	750	\$2.50	\$1,875
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2. Integration with Agreement.

This Addendum shall be deemed incorporated into the Agreement upon execution. References in the Agreement to "net proceeds" shall mean proceeds calculated per this Schedule. Lessor's covenants in Section 4 of the Agreement are amended to include guarantees per this Addendum. Section 5 of the Agreement is amended to reflect these express guarantees.

3. Miscellaneous.

This Addendum may be executed in counterparts and via electronic signatures as provided in Section 13(d) of the Agreement. If any provision conflicts with the Agreement, this Addendum controls.

4. Reservation of Excess Yields and Price Upside

Notwithstanding any guaranteed yield or fixed price set forth in this Addendum, any coffee crop yield exceeding the guaranteed amounts specified in the Yield/Sales Schedule, and any portion of the sales price that exceeds the fixed price of \$2.50 per pound, shall belong exclusively to the Lessor. The Lessee shall have no right, title, or interest in such excess yield or price above the guaranteed levels, and such excess shall be retained by the Lessor after calculation and disbursement of the net proceeds to the Lessee in accordance with the guaranteed amounts and prices.

5. Execution

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the date written below.

LESSOR:
Tunungua Farms LLC

Signature:
Authorized By:
Title:
Date:

LESSEE:

Name:
Address:
Email:
Phone:
Signature:
Date: