

**LEASE AGREEMENT
MERCURIUSSTRAAT 15**

THE UNDERSIGNED:

1. **Mrs. America Elena Altagracia Balentina-Alcalá**, identity number 1951.11.27.02, holder of identity document number 377843, issued in Curaçao, residing in Curaçao at Polluxweg number 4, born on November 27, 1951, married, acting herein as attorney-in-fact of the private limited company **Lyra Management B.V.**, established in Curaçao, registered in the Trade Register of the Chamber of Commerce and Industry of Curaçao under number 122206, which company in turn acts as the director of the foundation "**STICHTING PARTICULIER FONDS OFFICIUM**", established in Curaçao, located at Polluxweg no. 4, registered in the Trade Register of the Chamber of Commerce and Industry of Curaçao under number 114226, hereinafter referred to as the "**Lessor**";

and

2. **The private limited company THRONE ENTERTAINMENT B.V.**, established in Curaçao at Mahaaieweg no. 7, registered in the Trade Register of the Chamber of Commerce and Industry of Curaçao under number 150615, herein represented by its directors Karin I.E. Thunholm and Alejandra L. Guerrero Moreno, hereinafter referred to as the "**Lessee**".

HEREBY DECLARE TO HAVE AGREED AS FOLLOWS:

The parties hereby enter into a lease agreement concerning part of the office building (as indicated in blue on the attached sketch) located in Curaçao at Mercuriusstraat 15, under the following **TERMS AND CONDITIONS**:

1. The Leased Premises, Purpose

The Lessor leases to the Lessee, and the Lessee rents from the Lessor, the office premises as indicated in the attached sketch, hereinafter referred to as "the leased premises," locally known as: Mercuriusstraat 15.

The leased premises shall be used exclusively as office space. The Lessee is not permitted to change the intended use without the prior written consent of the Lessor.



2. Duration, Renewal, and Termination

- 2.1. This lease agreement is entered into for a fixed period of three (3) years, commencing on October 1, 2025, and automatically ending on September 30, 2028.
- 2.2. During the period mentioned in article 2.1, the parties may not terminate this lease agreement prematurely by giving notice.
- 2.3. No later than six (6) months prior to the expiration of the term referred to in Article 2.1, the parties shall enter into written consultations to determine whether, and under which conditions, the lease agreement may be continued or extended.

3. Payment Obligation, Payment Period

3.1. From the commencement date of this lease agreement, the Lessee's payment obligation consists of rent in the amount of XCG 12,000.00 plus sales tax currently 6%. The rent does not include water and electricity consumption, waste tax, use of generator and internet connection.

The rent includes the use of the air conditioners and lighting fixtures present in the leased premises.

3.2. The rent shall be paid in advance, to be settled on or before the first day of the period to which the payment relates, in the manner designated by the Lessor.

3.3. The Lessee shall pay this amount into bank account number 23905704 in the name of the Lessor at Banco di Caribe Curaçao. Any costs associated with the transfer shall be borne by the Lessee.

4. Security Deposit

4.1. Before the commencement date, the Lessee shall pay a security deposit of XCG 24,000.00 in the manner specified in article 3.3.

4.2. No interest shall be paid on the security deposit.

4.3. The security deposit, or the remaining amount thereof after deduction of damages, shall be refunded by the Lessor to the Lessee within thirty (30) days after termination of this lease agreement, in a manner indicated by the Lessee.

5. Special Provisions

5.1. The Lessor shall be responsible for maintaining the exterior of the leased premises, and the Lessee shall be responsible for maintaining the interior. Maintenance, repairs, and renewals resulting from usage or caused by the Lessee's fault, negligence, or improper use by the Lessee or persons for whom the Lessee is liable shall be at the expense of the Lessee.

5.2. Garden/yard maintenance at least once per month shall be at the Lessee's expense.



5.3. The Lessee is required to service the air conditioners at least three times a year at its own expense. Any damage resulting from failure to perform or improperly performing maintenance shall be borne by the Lessee.

5.4. The Lessee may, at its own expense and after consultation with and approval from the Lessor, make improvements and/or modifications to the leased premises. However, the Lessee is expressly prohibited from painting or varnishing the wooden frames and doors.

5.5. Should the Lessee fail to fulfill its maintenance obligations, the Lessor shall, after notice of default, have the right to carry out or arrange for the necessary work and charge the costs to the Lessee. Requests for repairs at the Lessor's expense must be submitted in writing.

5.6. The Lessor may, at its own expense and after consultation with the Lessee, make improvements and/or modifications to the leased premises. Should the Lessor require a rent increase as consideration for such improvements, the parties must agree to this in advance.

5.7. The installation of electrical, telephone, or internet connections, as well as other facilities necessary for using the leased premises according to its intended purpose, shall be arranged by the Lessee, provided that the equipment and cabling do not mar the building's appearance, all subject to the Lessor's judgment. All costs related to the installation, purchase, and use of such facilities shall be borne entirely by the Lessee.

5.8. The Lessee shall arrange for electricity, water, and telephone connections in its own name. The Lessor shall cooperate with this.

5.9. The Lessee shall arrange for waste collection registration with Selikor. The Lessor shall cooperate with this.

5.10. All damages to or within the leased premises caused by the Lessee's fault, negligence, or third parties working for the Lessee, including those occurring during moving in or out, shall be borne by the Lessee.

5.11. The Lessor, its manager, and all persons designated by it shall be allowed to carry out up to four (4) inspections per year. Such inspections shall take place after consultation with the Lessee.

5.12. The Lessee is prohibited, without the Lessor's written consent, from subletting or transferring the leased premises in whole or in part to third parties under any title whatsoever.

6. End of Lease

6.1. Upon termination of the lease, all changes, improvements, or installations made by the Lessee must remain without any compensation, unless the Lessor requires the premises to be restored to their original condition at the Lessee's expense, in which case the Lessee must comply.

6.2. Upon termination of this lease agreement, the Lessee must vacate the premises on time, return them in clean and good condition, and immediately hand over the keys

to the Lessor. Before the end of the lease, the parties shall inspect the premises and record the condition in writing. The Lessee shall repair any defects identified during the inspection that are its responsibility.

6.3. If the Lessee vacates the premises without handing over the keys to the Lessor, the Lessor shall be entitled to enter the premises and take the necessary measures, for which the Lessee hereby irrevocably authorizes the Lessor, without the Lessee being entitled to claim damages for such entry or measures. This authorization also includes the right to dispose of any belongings found in the premises at the Lessor's discretion.

7. Consequences of Non-Compliance

7.1. In the event of late payment of rent, breach, non-fulfillment, or improper fulfillment of one or more obligations of the Lessee arising from this agreement or by law, despite a reminder by registered letter, the Lessor shall be entitled, at its option:

- a. to declare the lease terminated without judicial intervention and claim immediate payment of a penalty, without prejudice to its right to compensation for costs, damages, and interest; or
- b. to demand fulfillment from the Lessee, as well as a penalty for each breach, without prejudice to its rights to compensation for costs, damages, and interest.

7.2. The Lessee shall be in default solely by the lapse of the agreed period or by the mere fact of breach, non-fulfillment, or improper fulfillment.

7.3. Notwithstanding the foregoing, the Lessor shall be entitled to demand termination of the lease if the Lessee is declared bankrupt, applies for a moratorium on payments, or if its assets are seized.

8. Costs

8.1. All costs arising from or related to the judicial or extrajudicial collection of rent, as well as all costs resulting from the Lessee's non-fulfillment or improper fulfillment of this agreement, shall be borne by the Lessee.

8.2. All costs, penalties, and damages related to electricity, gas, telephone, water consumption, waste collection, and all costs charged on the leased premises, even if invoiced in the name of the Lessor, shall be borne by the Lessee and, if paid by the Lessor, shall be reimbursed upon first request.

8.3. The premiums for the building's fire insurance shall be borne by the Lessor.

8.4. The premiums for the Lessee's contents insurance shall be borne by the Lessee.

8.5. The costs of this deed shall be borne by the Lessor.

9. Lessor's liability

The Lessor shall not be liable for any damage to persons or property of the Lessee occurring in or around the leased premises.

10. Inspection and Grace Period

From the commencement date of this lease agreement, a grace period of one (1) month shall apply, during which the Lessee may verify that all facilities are functioning properly. Any defects must be reported to the lessor in writing within this period.

11. Insurance and Other Charges

The costs of fire and burglary insurance for the Lessee's contents shall be borne by the Lessee. The Lessee shall also bear all levies, charges, and taxes imposed or to be imposed relating to the operation of the Lessee's business.

12. Governing Law and Jurisdiction

This agreement shall be governed by the laws of Curaçao. All disputes arising from or relating to this agreement shall be submitted exclusively to the competent court in Curaçao.

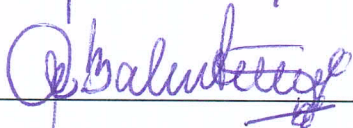
13. Condition of the Walls

13.1 Both the exterior and interior walls shall be delivered by the landlord in good condition.

13.2 Where necessary, the Lessor shall repair and apply a new coat of paint to the interior walls prior to delivery.

Thus executed in duplicate and signed in Curaçao.

Date: September 1st, 2025



Lessor



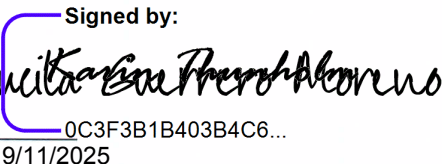
Signed by:


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Lessee

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