RENTAL LENDER'S AGREEMENT

THIS LENDER'S AGREEMENT (the "Agreement") is entered into as of the **[__]** day of **[MONTH]**, **[YEAR]** (the "Effective Date"), by and between PRO DEVELOPMENT USA, LLC, a Florida limited liability company with EIN number 87-1642185 and address at 8400 NW 36th St, Suite 450, Doral, FL 33166 (the "Company"), and **[LENDER FULL LEGAL NAME]**, with **[DPI / PASSPORT NUMBER]** from **[COUNTRY]** and address at **[LENDER FULL ADDRESS]** (the "Lender"). The Company and the Lender may each be referred to individually as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, the Company is in the business of buying, remodeling, and renting residential properties (Rental).

WHEREAS, the Company has purchased the property located at **[PROPERTY FULL ADDRESS]** (the "Property").

WHEREAS, the Company has a strategic alliance with a licensed General Contractor who is in the business of remodeling properties.

WHEREAS, the Lender is a lender that lends in real estate projects and desires to lend to the Company to remodel the Property.

WHEREAS, the Company and the Lender desire to enter into this Agreement and to be bound by the terms herein.

NOW, THEREFORE, the recitals are hereby incorporated into this Agreement, in consideration of the covenants and mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Lender Agreement.

The Lender is its own separate person/entity before, during, and after the course of this Agreement. The Company is its own separate entity before, during, and after the course of this Agreement. The Parties understand that any business relationship created by the terms of this Agreement is only limited, specifically, and only to the terms of this Agreement. The Parties understand that they are not partners in any other business dealing in which the Parties have been or are currently working on, or will be a part of in the future, other than this Agreement. In the event the Parties desire to enter into any other business dealings, the Parties shall enter into a separate written agreement.

2. Terms of Lender Agreement.

2.1 Purpose. The Lender and the Company are entering into this Agreement for the purpose of funding the remodeling of the Property located at **[PROPERTY FULL ADDRESS]** (the "Property").

2.2 Loan Amount. The Lender shall be responsible for the loan amount of $**[PRINCIPAL AMOUNT]** associated with the remodeling of the Property. All costs include, but are not limited to, payments for demolition, permits, and remodeling, for a total of $**[PRINCIPAL AMOUNT]**.

2.3 Disbursement. The Lender shall wire transfer the sum of $**[PRINCIPAL AMOUNT]** to the Ferreyros Law PLLC Escrow Account, to be used for the remodeling of the Property.

2.4 Company Responsibilities. The Company shall be responsible for the line of credit used to pay for the remainder of the Property. Other responsibilities include, but are not limited to, obtaining the necessary permits, overseeing the remodeling of the Property, and hiring a management company to market and rent the Property for the highest and fair market value.

2.5 Property Insurance. The Company shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire and any other hazards, including but not limited to hurricanes, floods, and earthquakes, to secure the Property, which is the collateral to the loan.

2.6 Title and Quit Claim Deed. The deed shall show the Grantee as the Company. The Company shall execute and deliver to the Lender a Quit Claim Deed conveying the Property from the Company to the Lender as to forty percent (40%) interest and the Company as to sixty percent (60%) interest.

2.7 Interest and Payment Schedule. The Company shall be entitled to the proceeds from the rent of the Property. The Lender will be paid twelve percent (12%) yearly interest on the Lender's money ($**[PRINCIPAL AMOUNT]**) x (12%) = ($**[ANNUAL INTEREST]**), to be paid out in **[NUMBER]** (**[##]**) quarterly payments of $**[QUARTERLY PAYMENT]**, after the wire has been received and released by the Escrow agent to Pro Development USA, LLC. A nine percent (9%) premium of ($**[PREMIUM AMOUNT]**) will be paid at the end of the Term. The proceeds from the rent shall be any proceeds from the rent of the Property after all costs associated with the Property, and as agreed to by the Parties, have been paid. All costs associated with the Property shall include, but are not limited to, payments to any financing obtained for the purchase and remodeling of the Property, labor, materials, plans and permits, marketing to rent the Property, taxes, insurance, and the property manager's fee.

2.8 Late Payment Fee. In the event any quarterly interest payment due under this Agreement is not received by the Lender within five (5) calendar days after the applicable due date, the Company shall pay to the Lender a late fee equal to five percent (5%) of the overdue payment amount. The assessment or collection of any late fee shall not constitute a waiver of any other rights or remedies available to the Lender under this Agreement or applicable law. All late fees shall be immediately due and payable upon demand.

3. Entitlement as to Benefits and Costs.

The Company hereby agrees and understands that it will be on title and shall immediately convey forty percent (40%) interest in the Property to the Lender pursuant to a Quit Claim Deed to be kept in escrow. The Lender shall not be entitled to any appreciation, operational control, or other benefits derived from the Property, except for the scheduled interest payments and other amounts specifically payable under this Agreement.

4. Rent of the Property.

4.1 Purpose. The Parties agree that the purpose of the remodeling of the Property is to rent the Property for the highest and fair market value.

4.2 Exit Strategy and Refinancing Option. The Lender acknowledges and agrees that the Company shall have sole discretion regarding the timing and manner of disposition of the Property. In the event the Company determines that market conditions, appreciation trends, or investment strategy support continued ownership of the Property rather than an immediate sale, the Company reserves the right to retain the Property for additional appreciation and cash flow purposes.

4.3 In such event, the Company may elect to refinance the Property through a cash-out refinance or similar financing transaction for the purpose of repaying the Lender. Upon completion of such refinancing, the Company shall pay the Lender the outstanding principal balance of the loan together with all accrued and unpaid interest and any additional amounts due under this Agreement.

4.4 The Lender acknowledges that repayment of the loan may occur through either (i) the sale of the Property, (ii) refinancing proceeds, or (iii) any other lawful source of funds determined by the Company.

5. Assignment.

This Agreement, and the rights and obligations hereunder, are not assignable or otherwise transferable by any of the Parties unless agreed to in writing by each Party of this Agreement.

6. Breach of this Agreement.

Any Party shall be in breach under this Agreement for failure to perform any obligation pursuant to this Agreement.

7. Entire Agreement.

This Agreement constitutes the complete understanding between the Parties with respect to the subject matter thereof, and all prior representations or agreements relating thereto have been merged into this Agreement. No waiver, alteration, or modification of any of the provisions of this Agreement shall be valid unless made in writing and signed by both Parties.

8. Governing Law and Venue.

This Agreement shall be governed by the laws of the State of Florida. The Parties agree to submit to the exclusive jurisdiction of the state and federal courts located in the State of Florida for any proceeding relating to the validity, construction, or enforcement of this Agreement. The Parties further agree and acknowledge that venue for any such proceeding shall lie exclusively in **[COUNTY]** County, Florida. The Parties hereby waive any challenges to the jurisdiction and venue selections in this Paragraph, including challenges based on an inconvenient forum.

9. Costs and Fees.

The prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs incurred in pursuing any remedy for a breach of this Agreement at all levels, including, but not limited to, pre-filing, pre-trial, trial, and all appellate levels.

10. Arbitration.

All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the State of Florida or another location mutually agreeable to the Parties. An award of arbitration may be confirmed in a court of competent jurisdiction.

11. Jury Trial Waiver.

THE PARTIES TO THIS AGREEMENT HEREBY KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVE ANY RIGHT EACH SUCH PARTY MAY HAVE TO TRIAL BY JURY IN ANY ACTION OF ANY KIND OR NATURE, IN ANY COURT IN WHICH AN ACTION MAY BE COMMENCED, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR BY REASON OF ANY OTHER CAUSE OR DISPUTE WHATSOEVER BETWEEN OR AMONG ANY OF THE PARTIES TO THIS AGREEMENT OF ANY KIND OR NATURE.

12. Captions.

The captions appearing at the commencement of the Sections hereof are descriptive only and for convenience of reference. Should there be any conflict between any such caption and the Section at the head of which it appears, the provisions contained in such Section will control and govern the construction of such Section.

13. Severability.

If any provision(s) of this Agreement shall be held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be in any way affected or impaired.

14. Counterparts; Facsimiles.

This Agreement may be executed in separate counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or electronically.

15. Term.

15.1 The term of this Agreement shall be for a period of **[TERM IN WORDS]** (**[##]**) months from the date shown on the escrow release agreement signed by the Lender (the "Term").

15.2 At the end of the Term, the Company is to reimburse the Lender the full initial loan of ($**[PRINCIPAL AMOUNT]**).

15.3 Both the Company and the Lender will meet ninety (90) days before the end of the Term to discuss the possibility of extending this Agreement for an additional twenty-four (24) months, for a total of **[TOTAL IN WORDS]** (**[##]**) months.

16. Extension Option and Additional Compensation.

16.1 In the event the Lender elects to extend the Term of this Agreement for an additional twenty-four (24) months beyond the original Term, resulting in a total contract term of **[TOTAL IN WORDS]** (**[##]**) months, the Company agrees to continue paying the Lender interest at the rate of twelve percent (12%) per annum, on a quarterly basis, during the extension period.

16.2 Additionally, upon the expiration of the full **[TOTAL IN WORDS]** (**[##]**) month term, the Company shall pay the Lender a one-time bonus equal to seven percent (7%) of the original principal amount of ($**[PRINCIPAL AMOUNT]**), which shall be due and payable together with the final principal repayment and any unpaid interest.

17. Transfer Upon Death, Disability or Incapacity.

17.1 In the event of the Lender's death, disability, incapacity, or other involuntary transfer, the Lender's rights and interests under this Agreement shall pass to the Lender's designated beneficiaries, heirs, or legal successors, specifically **[BENEFICIARY 1 FULL NAME]**, **[DPI / PASSPORT NUMBER]**, from **[COUNTRY]**; and **[BENEFICIARY 2 FULL NAME]**, **[DPI / PASSPORT NUMBER]**, from **[COUNTRY]**.

17.2 Any successor, heir, beneficiary, or transferee receiving an interest under this Agreement shall take such interest subject to all terms, conditions, obligations, and limitations of this

Agreement, and this Agreement shall remain in full force and effect notwithstanding such transfer.

17.3 No such transfer shall create any additional ownership, management, or operational rights in the Company or the Property beyond the rights expressly granted to the Lender under this Agreement.

18. Early Termination.

In the event any unforeseen circumstance arises, the Lender may terminate this Agreement before its expiration date by giving the Company written notice of sixty (60) days. The Lender acknowledges that such early termination shall be subject to an early termination penalty fee equivalent to two (2) months of interest.

19. Wire Transfer Fee.

19.1 The Lender shall be solely responsible for any fees, charges, deductions, or costs imposed by the Lender’s receiving bank or any intermediary financial institution in connection with the receipt of wire transfers from the Company, including, without limitation, transfers made for interest payments, repayment of principal, or any other amounts payable under this Agreement.

19.2 The Company shall be solely responsible for any fees, charges, or costs imposed by the Company’s sending bank in connection with the transmission of wire transfers to the Lender pursuant to this Agreement.

19.3 Any wire transfer fees charged by intermediary banks, correspondent banks, or receiving institutions beyond the control of the Company shall not be the responsibility of the Company and may result in the Lender receiving an amount less than the total amount transmitted by the Company.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

The Company: Pro Development USA, LLC

Signature: ________________________ Signature: ________________________

Name: Nestor Ochoa Name: Alfonso D. Farfan

Title: Manager / Owner Title: Manager / Owner

Date: ____________________ Date: ____________________

The Lender:

Signature: ________________________

Name: **[LENDER FULL LEGAL NAME]**

Title: The Lender

Date: ____________________