

TOKEN ISSUANCE TERMS

By this **Token Issuance Term**, the parties identified below:

GEO FOREST TOKEN, a private legal entity, headquartered in Manaus/AM, registered with the CNPJ under no. 27.052.371/0001-73, herein represented by its Executive Director, Guilherme Vilagelim de Souza, hereinafter referred to simply as “GEO FOREST TOKEN”;

KR PRODUÇÃO FLORESTAL LTDA, a private legal entity, headquartered in Manaus/AM, registered with the CNPJ under no. 09.318.469/0001-48, represented by its managing partner Ramiro Rafael Fernandez, hereinafter referred to simply as “KR FLORESTAL”;

Whereas:

KR **FLORESTAL** is the legitimate owner of the area called Lote Conceição, with 1,800 hectares, located between the municipalities of Atalaia do Norte and Benjamim Constant/AM;

GEO FOREST TOKEN has its own technology and methodology for tokenizing RWA-type ESG digital assets, especially those linked to forest conservation;

The project called GFT 01 - Lago do Jatimana, starting on January 1, 2025 and scheduled to end on December 31, 2035, is a joint initiative to monetize ecosystem services through the issuance and commercialization of ESG digital tokens;

They resolve to enter into this Agreement, which will be governed by the following clauses:

CLAUSE ONE – PURPOSE

The purpose of this Term is to issue and sell up to 18,000 ESG digital tokens, under the acronym GFT01, each representing 1 hectare preserved for 1 year, backed by the Lote Conceição property, as described in the GFT-01 Lago do Jatimana project.

CLAUSE TWO – TOKENIZATION AND CUSTODY

GEO FOREST TOKEN will be responsible for tokenizing the area, using georeferencing and blockchain, and for the custody and minting of tokens through public smart contracts (ERC-721 or equivalent), issued annually over 10 years.



CLAUSE THREE – SALE OF TOKENS

GEO FOREST TOKEN will market the tokens through its own platform (<https://geoforesttoken.io>) and specialized marketplaces. The sale will be made to qualified investors and through a direct public offering.

CLAUSE FOUR – VALUE

The unit value of each token will be USD 737.00, totaling an estimated revenue of USD 13,266,000.00 over 10 years, as described in the GFT 01 project - Lago Jatimana.

CLAUSE FIVE – TRANSFER

KR FLORESTAL will be entitled to 60% (sixty percent) of the net amount collected from the sale of tokens corresponding to the recurring year, provided that conservation goals are met, to be proven by quarterly environmental monitoring reports.

GEO FOREST TOKEN will be entitled to 30% (thirty percent) of the net amount raised from the sale of tokens, to cover operational expenses, including technological infrastructure, token issuance, audits, marketing, platform maintenance and support for the project's logistical activities.

The remaining 10% (ten percent) of the net proceeds will be allocated to the establishment and maintenance of a Sustainable Projects Development Fund, aimed at supporting socio-environmental initiatives in the area of the GFT 01 – Jatimana Lake project. This fund will be managed by GEO FOREST TOKEN, with the formal approval of KR FLORESTAL, which must previously approve the eligibility and selection criteria for the supported sustainable projects.

CLAUSE SIX – KR FLORESTAL'S OBLIGATIONS

KR FLORESTAL is responsible for:

- Maintain the area preserved during the 10 years of the project;
- Allow environmental audits and technical visits;
- Participate in the sustainability plan and the fire prevention program;
- illegal occupations;

CLAUSE SEVEN – OBLIGATIONS OF GEO FOREST TOKEN

GEO FOREST TOKEN is responsible for:



- Issue and market tokens according to our own methodology;
- Ensure transparency and traceability through blockchain;
- Conduct external audits and validations of environmental data;
- Produce reports and provide field data upon request;
- Distribute resources according to goals achieved and established cycles.

CLAUSE EIGHT – TERM

The term of validity of this Agreement is 120 (one hundred and twenty) months, starting from January 1, 2025, ending on December 31, 2035, and may be extended by means of a contractual addendum.

CLAUSE NINE – TERMINATION AND PENALTIES

In the event of a breach of contract by either party, especially with regard to non-compliance with obligations regarding conservation of the area, issuance and marketing of tokens or financial transfers, this Agreement may be terminated unilaterally, upon formal notice with a period of 30 (thirty) days for the defaulting party to respond.

§1 – In the event of termination due to non-compliance by KR FLORESTAL, it is obliged to fully refund the amounts received as tokens corresponding to future years not executed, duly monetarily corrected, within a maximum period of 60 (sixty) days after formal notification from GEO FOREST TOKEN.

§2 – In the event of termination due to non-compliance with the GEO FOREST TOKEN, the company undertakes to compensate KR FLORESTAL for losses resulting from the suspension of activities, respecting the proportional limit of the tokens already issued and sold.

§3 – Termination of the contract does not exempt the parties from the responsibility of providing accounts and completing pending technical reports relating to the effective period of validity of the Agreement.

CLAUSE TEN – CONFLICT RESOLUTION

The parties elect the jurisdiction of the district of Manaus/AM to resolve any disputes arising from this Agreement, waiving any other jurisdiction, however privileged it may be.

CLAUSE ELEVEN – GENERAL PROVISIONS

- This Term may be signed electronically with legal validity;
- This document integrates the GFT 01 project - Lago do Jatimana, in its most recent version; updated;



- The parties acknowledge that this document constitutes an extrajudicial executive title, in accordance with terms of art. 784, III of the CPC.

Manaus, July 1, 2025.

GEO FOREST TOKEN SA

Representative: Guilherme Vilagelim

Position: Executive Director



KR FORESTRY PRODUCTION LTDA

Representative: Ramiro Rafael Fernandez

Position: Managing Partner



Geo Forest Token