

KEY INVESTMENT FACT SHEET

This crowdfunding offer has not been verified or approved by the National Securities Market Commission (CNMV) or the European Securities and Markets Authority (ESMA).

The adequacy of your experience and expertise has not necessarily been assessed before you were granted access to this investment. By making this investment, you fully assume the risk involved, including the risk of partial or total loss of the money invested.

Risk Warning

Investing in this crowdfunding project involves risks, including the loss of some or all of the money invested. Your investment is not covered by deposit guarantee schemes established in accordance with Directive 2014/49/EU of the European Parliament and of the Council (*). Your investment is not covered by the investor compensation schemes established in accordance with Directive 97/9/EC of the European Parliament and of the Council (**).

You may not get any return on your investment.

This is not a savings product and we recommend not investing more than 10% of your net worth in crowdfunding projects.

You may not be able to sell the investment instruments whenever you want. Even if you can sell them, you could still suffer losses.

(*) Directive 2014/49/EU of the European Parliament and of the Council of 16 April 2014 on deposit guarantee schemes (OJ L 173, 12.6.2014, p. 149).

(**) Directive 97/9/EC of the European Parliament and of the Council of 3 March 1997 on investor compensation schemes (OJ L 84, 26.3.1997, p. 22).

Pre-contractual cooling-off period for non-experienced investors

Inexperienced investors benefit from a cooling-off period during which they may, at any time, revoke their offer of investment or expression of interest in the crowdfunding offer at any time without the need to justify their decision and without incurring a penalty. The cooling-off period begins at the time the potential inexperienced investor makes an investment offer or expresses interest and expires four calendar days after that date.

Investors can exercise the right to revoke their investment by sending an email to contacto@urbanitae.com within a maximum of 4 calendar days from the time they made their investment.

In the event of withdrawal by the investor(s), Urbanitae reserves the right to close the project or to complete the initial investment target with new investors.

Project Information

LOI Code	529900PAV47234LHEE62
Developer	INVERSIONES EN APARTAMENTOS TURÍSTICOS TORRES EN MADRID, S.L.
Project's name	Madrid Ondarreta Project
Identification	529900PAV47234LHEE620000413
Ofert	Debt Project: Entry of Urbanitae investors through the Granting of a Loan
Amount	€ 500.000
Deadline	December 20th. 2025

Part A: Information on the project developer and the crowdfunding project

Developer's Information	
Corporate Name	INVERSIONES EN APARTAMENTOS TURÍSTICOS TORRES DE MADRID, S.L
Tax ID number	B-22966451
Registered office	CALLE PRINCESA 2, 7º 6 - 28008 MADRID (MADRID)
Board of Directors of the current company	Sole Administrators : Javier Torres López & Jorge Torres López.
Description of the company and business plan	According to the deed of incorporation, on 10 September 2025, before the notary Mr. Alfonso Madridejos Fernández under number 2.052 of his protocol order, its main activity being that corresponding to CNAE number 6811.
Employees number	0 employees
Number of projects previously financed on the platform	17
Capital Stock Structure	Limited Liability Company (LLC) Share capital as at 10 September 2025: €3,000 share capital. The current capital stock of the SPV is as follows: Participations from 1 to 3,000 (both inclusive): CRASTIAL MADRID 2030, S.L.
Developer's Website Domain	www.grupanxon.com

Loan Information	
Loan purpose	Financing for the acquisition of 7 premises and their subsequent transformation into 9 turistic apartments in Madrid.
Loan typology	Fixed rate
Amount requested	500.000 €
Loan deadline	20 months
Interest rate	10% annually
Urbanitae commission	32.500€ + VAT
Promoter APRC	18,72%
Amortization	Repayment of principal and payment of interest at the end of the period. Early repayment shall be permitted at any time, bearing interest for at least 20 months (make whole of 15).
Loan assignment	Not permitted
Extension	Not permitted
Interest rate on late payment	Agreed interest (10%) plus 9.5% p.a. capitalisable monthly.

Loan Information	
Collateral provided	- Commercial premises number 1, part of the single-storey Shopping Gallery in the town of San José de Valderas, located at 16 Río Duero Street, Alcorcón, property number 6491, registered in the Property Registry of Alcorcón number 2: with IDUFIR: 28073000339902. - Commercial premises number 2, part of the single-storey Shopping Gallery in the town of San José de Valderas, located at 16 Río Duero Street, Alcorcón, property number 6493, registered in the Property Registry of Alcorcón number 2: with IDUFIR: 28073000339926. - Commercial premises number 3, part of the single-storey Shopping Gallery in the town of San José de Valderas, located at 16 Río Duero Street, Alcorcón, property number 26604, registered in the Property Registry of Alcorcón number 2: with IDUFIR: 28073000554701. - Commercial premises number 4, part of the single-storey Shopping Gallery in the town of San José de Valderas, located at 16 Río Duero Street, Alcorcón, property number 57563, registered in the Property Registry of Alcorcón number 2: with IDUFIR: 28073000413503. - Commercial premises number 5, part of the single-storey Shopping Gallery in the town of San José de Valderas, located at 16 Río Duero Street, Alcorcón, property number 57565, registered in the Property Registry of Alcorcón number 2: with IDUFIR: 28073000413510. - Commercial premises number 6, part of the single-storey Shopping Gallery in the town of San José de Valderas, located at 16 Río Duero Street, Alcorcón, property number 57567, registered in the Property Registry of Alcorcón number 2: with IDUFIR: 28073000413527. - Commercial premises number 7, part of the single-storey Shopping Gallery in the town of San José de Valderas, located at 16 Río Duero Street, Alcorcón, property number 57569, registered in the Property Registry of Alcorcón number 2: with IDUFIR: 28073000413534. • (ii) Pledge of Mortgage over the shares of the SPV developing the project

DESCRIPTION OF THE FINANCIAL SITUATION. Balance sheet. October 2025			
Non-Current Assets	- €	Net worth	3.000 €
Current Assets	3.000 €	Non-Current Liabilities	- €
Existences	- €	Current Liabilities	- €
Short-term financial investments	- €	Trade and other payables	- €
Cash and cash equivalents	3.000 €	Other creditors	- €
TOTAL ASSETS	3.000 €	TOTAL LIABILITIES + EQUITY	3.000 €

DESCRIPTION OF THE FINANCIAL SITUATION. Profit and Loss Statement. October 2025		
Net revenue		- €
Other operating income		- €
Procurements		- €
Other operating expenses		- €
Corporate income tax		- €
Net Income		- €

The project developer declares that, to the best of their knowledge, no information has been omitted and the information provided is not materially misleading or inaccurate. The project developer is responsible for preparing this key investment information document.

Loan for the acquisition of seven commercial premises and their subsequent conversion into a total of nine tourist apartments in Alcorcón, Madrid.

The investment will be limited to a maximum of €5,000 per investor.

Part B: Main characteristics of the crowdfunding process and conditions for borrowing funds.

(a)	Minimum amount of funds to be borrowed for each crowdfunding offer: 500.000 euros Number of bids (public or private) completed by the project developer or crowdfunding service provider for the project concerned: Not applicable
(b)	Time frame for reaching the target of funds to be borrowed: 60 days from advertisement
(c)	Information on the consequences if the target of borrowed funds is not met within the deadline In the event that the target of funds borrowed is not reached, investors will be returned their committed contribution, within a maximum period of 5 working days from the aforementioned non-compliance, at no cost to investors.
(d)	Amount of own resources committed by the project manager in the crowdfunding project 281.000€
(e)	Changes in the composition of the project developer's capital or loans related to the crowdfunding offer The composition of the developer's capital will not be altered and within the loan agreement, a new obligation to service the debt will be incorporated by the developer.

Part C: Risk factors

Exposure of the main risks Type 1 – Project Risk: Among the Project Risks that may cause project failure are, but are not limited to, the following: (i) delays and/or cost overruns in the termination of the project and (ii) deviations in the pace and/or price of commercialization. Type 2 – Sector Risk: Risks inherent to the specific sector. Such risks may be caused, for example, by a change in macroeconomic circumstances, a reduction in demand in the real estate sector. Type 3 – Risk of default : Risks caused by a variety of factors, including, but not limited to: (severe) change in macroeconomic circumstances, mismanagement, fraud, failure to raise finance, or lack of liquidity. Type 4 – Risk of lower than expected returns, delays or non-performance: The risk that the return will be lower than expected, delayed, or that the project will default on the repayment of the loan principal and interest. Type 5 – Risk of platform failure: The risk that the crowdfunding platform will not be able to provide its services, temporarily or permanently.
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Type 6 – Investment illiquidity risk: Investors will not be able to obtain liquidity from their investment until the repayment occurs.

Type 7 – Other risks: Risks that are beyond the control of the project developer, such as political or regulatory risks.

Part D: Information on the offering of marketable securities and the instruments eligible for crowdfunding

(a)	Total amount and type of loan: (a) Name of the issuer: INVERSIONES EN APARTAMENTOS TURÍSTICOS TORRES EN MADRID, S.L. (b) Granting of a loan for the acquisition of seven commercial premises and their subsequent conversion into a total of nine tourist apartments in Alcorcón, Madrid.. (c) Loan amount: € 500.000
(b)	Subscription Price The total amount of the loan granted through the platform amounts to € 500.000. The investment will be limited to a maximum of €5,000 per investor.
(c)	Whether subscription overdemand is accepted and how it is allocated: Overdemand is not accepted.
(d)	Subscription and payment conditions Access to the subscription and payment conditions can be consulted in the investment contract that is available in the project documentation section published on the platform. It can be consulted in the investment contract (Annex I).
(e)	Custody and delivery to investors of the funds associated with the loan The custody and delivery services to investors will be provided by LEMON WAY, registered in the Register of Payment Institutions of the Bank of Spain (BdE), under the heading "Community payment institutions operating in Spain without an establishment (Article 25 of Directive 2007/64/EC and Article 11 of Law 16/2009) and MANGOPAY, as an entity authorised by the Financial Sector Supervision Commission, in accordance with Directives 2009/110/EC and 2015/2366/EU
(f)	Information regarding the guarantee or security interest with which the investment is guaranteed: (i) The provider of the collateral will be the legal entity INVERSIONES EN APARTAMENTOS TURÍSTICOS TORRES EN MADRID, S.L. (ii) Promise of a First-Rank Mortgage on the properties located at Calle Río Duero 16, Alcorcón, Madrid. (iii) Promise of first-ranking pledge contract on the shares of the SPV in which the asset is located.
(g)	Information regarding the firm commitment to repurchase the loan. There are no preconditions for the repurchase of the loan, if a decision is necessary in this regard, it will be submitted to a Lenders' Meeting where all investors will have the right to vote. Description of the repurchase agreement: Not applicable.
(h)	Interest rate and maturity information Interest rate: Annual simple interest rate on funds used: 10%. Date from which interest is payable: The start of interest accrual will be associated with the date of granting and signing the loan. Interest Payment Dates: Loan Due Date

	Maturity date: 20 months (make-whole for 15 months). Applicable Performance: 10% per annum.
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Part E: Information on the Conduit Entity

(a)	Is there a conduit entity between the project developer and the investor? No
(b)	Contact details of the special purpose vehicle: Web: http://www.grupanxon.com/

Part F: Investor's Rights

(a)	Main rights inherent in the loan: Description of the main rights implicit in the instruments, grouped by groups, such as: (a) Dividend rights: No (b) Voting rights: Investors will have the right to vote to approve a substantial change in the conditions of the project. (c) rights of access to information: Yes (d) preferential acquisition rights in offers to subscribe instruments of the same class: Not applicable. (e) right to participate in the issuer's profits / in the surplus in case of liquidation: Not applicable (f) Refund or conversion rights: No (g) clauses granting a joint right of exit in the event of an operational event: Not applicable. Within the documentation associated with the project, the investor will have access to the Articles of Association of the Financed Company
(b)	Restrictions to which the loan is subject and description of any restrictions on trading
and (c)	Access to the restrictions to which negotiable securities are subject and the description of any restrictions can be consulted in the investment contract that is available within the documentation section of the project published on the platform. Review Annex I.
(d)	Investor's ability to divest from the investment: It is not possible through the Platform.
(e)	In relation to equity instruments, the distribution of capital and voting rights before and after the capital increase resulting from the offer: Not applicable

Part G: Loan-Related Communications

(a)	The nature, duration and conditions of the loan 20-month loan at a fixed interest rate of 10%
(b)	The applicable interest rates or, where applicable, any other form of compensation to the investor Fixed interest rate of 10% per annum.
(c)	Risk mitigation measures, especially if there are guarantors or providers of collateral or other types of guarantees (i) The provider of the collateral will be the legal entity INVERSIONES EN APARTAMENTOS TURÍSTICOS TORRES EN MADRID, S.L.

	(ii) Promise of a First-Rank Mortgage on the properties located at Calle Río Duero 16, Alcorcón, Madrid. (iii) Promise of first-ranking pledge contract on the shares of the SPV in which the asset is located.
(d)	Principal repayment and interest payment schedule: Bullet loan: Repayment of the principal and payment of interest at the end of the life of the loan.
(e)	Any breach of credit agreements by the project developer in the last five years: According to the Developer, they have not occurred.
(f)	Loan management - Developer: INVERSIONES EN APARTAMENTOS TURÍSTICOS TORRES EN MADRID, S.L. - Tax Identification Number: B-22.966.451 - Current Fiscal Address: Calle Princesa 2, 7º 6, C.P. 28008 Madrid (Madrid) - Social organization. Joint Administrators: Javier Torres López and Jorge Torres López. - Structure of the Share Capital: Share capital as of September 10, 2025: €3,000.00 - CRASTIAL MADRID 2030, S.L. - In the event of default by the developer, the platform will have the possibility to negotiate (or delegate to a third party) a refinancing of the loan. If new terms are approved, they will be submitted for approval to a Lenders' Meeting, where a simple majority of the votes of the lenders voting at the meeting will be required for the approval of the new terms. The infrastructure and management of the votes will be instrumentalized through a web tool developed by the Platform.

Part H: Fees, Information and Remedies

(a)	The fees and costs borne by the investor in relation to the investments (including administrative costs resulting from the sale of eligible crowdfunding instruments): 0 €
(b)	Where and how to obtain free additional information about the crowdfunding project, the project developer On the Platform's website. Within the published project in question, in the documentation section.
(c)	How and to whom the investor can address a complaint about the investment or about the conduct of the project developer or crowdfunding service provider: In the event of a claim about the investment, you can contact contacto@urbanitae.com by electronic correct.

FINANCING AGREEMENT

ON THE ONE HAND

URBANITAE REAL ESTATE PLATFORM, S.L., a Spanish company with Tax ID number B-88.393.962 and registered office at Calle Castelló 23, 1º, 28001, Madrid (hereinafter, the "Platform");

ON THE OTHER HAND

The user registered on the Platform's website as an investor (hereinafter, the "Investor");

AND, ON THE OTHER HAND

INVERSIONES EN APARTAMENTOS TURÍSTICOS TORRES DE MADRID, S.L., a Spanish company with tax identification number B- 22966451 and registered office at Calle Princesa 2, 7º 6. Postal code 28008 Madrid (Madrid), as the developer registered on the Platform's website (hereinafter, the "Developer").

The Promoter, together with the Platform and the Investor, referred to as the "**Parties.**"

The **Parties** acknowledge that they have sufficient legal capacity to enter into this investment agreement through the subscription of shares (the "Agreement") and, to that end,

DECLARE

- I. That the Platform, which is authorized as a participatory financing service provider by the National Securities Market Commission, file number 2023045268 and authorized by license number 4, is a company that connects a limited number of users, known as investors (natural or legal persons), who offer financing in exchange for a monetary return, with users who request financing on their own behalf for a real estate crowdfunding project, known as promoters.
- II. The Platform is a "participatory financing platform" as defined in Article 2 of Regulation (EU) 2020/1503 of the European Parliament and of the Council of October 7, 2020, on European providers of participatory financing services for businesses, and amending Regulation (EU) 2017/1129 and Directive (EU) 2019/1937 (the "**Regulation (EU) 2020/1503**").
- III. That the Promoter is a limited liability company whose corporate purpose is real estate development, among other things.
- IV. That the Platform has presented to users registered on its website a project whereby the Investor, together with other investors (collectively referred to as the "Investors"), may grant financing to the Developer for the purpose of financing the acquisition of seven premises for the execution of a real estate development consisting of the development of a total of nine (9) tourist apartments (the "Development") based on a forecast of specific economic and temporary conditions (the "Project"). The seven premises are located in a single non-residential building at Calle Río Duero 16, Alcorcón (collectively, the "Properties").

The Investor has expressed to the Platform its interest in participating in the Project by granting financing to the Developer in the form of a loan, in order to finance the proper development and execution of the Project (the "**Loan Agreement**," the "Loan," and jointly, together with those corresponding to the other Investors, the "Loans"), resulting in a potential return for the Investor via interest payments and repayment of the Loan, for which purpose the Investor hereby grants the Platform a mandate to act on its behalf and in its representation under the terms set forth below, without the Platform acting in any case as an Investor or Developer in relation thereto.

STIPULATIONS

1. PRE-CONTRACTUAL REFLECTION PERIOD

As stated in Article 22 of Regulation (EU) 2020/1503, the Investor, if considered a non-professional investor, shall have a period of four calendar days, starting from the moment the investment offer or expression of interest is made, during which they may revoke their investment offer or expression of interest in the participatory financing offer at any time, without having to justify their decision and without incurring any penalty.

To exercise this right, the Investor must send an email to contacto@urbanitae.com within a maximum period of four calendar days from the date of their investment. In any case, Urbanitae reserves the right to close the project or to complete the initial investment objective with new investors.

2. PURPOSE

The purpose of this Agreement is to regulate: (i) the terms and conditions applicable to the Loan granted by the Investor through the Platform in favor of the Promoter; (ii) the relations between the Parties as well as the relations between the Investors in their capacity as lenders to the Promoter; (iii) the principles of action of the Promoter in relation to the Project; and (iv) the rules to which the management of the Promoter must comply through its Administrative Body, as this term is defined below.

3. COMMITTED CONTRIBUTION

The Platform will publish on its website the total and aggregate amount of money necessary for the proper development and execution of the Project (the "**Financing Target**"), for the purpose of advertising it to potential investors.

For the purposes of the Agreement, the following definitions shall apply:

"Committed Contribution" of the Investor shall mean the amount that the Investor authorizes and commits, through the Platform, to finance the Project by granting the Loan, thereby contributing to the achievement of the Financing Target. Such contribution shall be binding on the Investor and shall be limited to a maximum of €5,000 per investor.

By entering into the Agreement, the Investor undertakes, subject to the Suspensive Condition described in Clause 17 below, to grant a Loan to the Promoter, who accepts it, in the amount corresponding to their respective Committed Contribution, in order to participate in the economic outcome of the Project.

Once the Financing Objective has been achieved within the period established for the Project, the Investor will be informed of the amount of the Committed Contribution, which will then be transferred to an account held by the Promoter. To this end, by entering into this Agreement, the Investor grants, through the Platform, an irrevocable mandate so that, on its behalf and in its representation, once the Financing Target has been reached, the following actions are carried out:

- a. the corresponding transfer in favor of the Promoter as a Loan for the amount of the Committed Contribution, once the Committed Guarantees have been established, which will take place in a single act with the signing of the Loan Agreement.
- b. the formalization, in the name and on behalf of the Investor, of the loan agreement to be signed with the Promoter (the "**Loan Agreement**"), which will be formalized in a private document, as well as the administration of the collections and payments derived from said Loan Agreement, under the conditions and in the amount determined by the Investor through the Platform, as well as the performance of any intermediation functions necessary for these purposes; and
- c. the execution of any public and private documents that may be necessary, convenient, or appropriate for the purposes of (i) the correct execution, performance, and documentation of the Loan, as well as for (ii) the constitution and execution, where applicable, of the Committed Guarantees—as defined below—including (a) the possible assignment, by the Investors of their contractual position in the Loan Agreement in favor of a third party previously determined by the Platform, or (b) the intervention of the Platform in its own name and on behalf of the Investors, to carry out or instruct a third party to carry out any action related to the claim of any payment, or the constitution or execution of any guarantee of the Loan). In this regard, the Investor undertakes to provide any documentation that may be required by the Platform for this purpose.

The Financing Objective will be provided to the Promoter and will be used exclusively to finance the Project, as well as to cover the expenses provided for in this Agreement, in accordance with the details described in the Project published by the Platform on its website.

4. APPOINTMENT OF THE ADMINISTRATIVE BODY

The Promoter's administrative body is composed of two (2) joint administrators, appointed for an indefinite period, namely Mr. Jorge Torres López and Mr. Javier Torres López (the "**Administrative Body**").

5. PROJECT DEVELOPMENT AND EXPENSE POLICY

Under the Financing Objective, the Investor authorizes the Developer to proceed with the acquisition of the Properties for the construction and marketing of the Development at the price and with the limitations described on the website. If, for any reason, it is not possible to acquire the Properties in accordance with the planned specifications, the Developer will submit the new conditions to the Investors for approval via the website.

Likewise, the following expenses will be borne by the Developer and charged to the Financing Objective: (i) expenses that the Developer may incur in the development of the Development, including, but not limited to: technical and professional fees, building certifications, purchase of materials, health and safety projects, supplies, insurance, fees, taxes, etc.; (ii) expenses related to the services necessary for the Developer to comply with its legal, accounting, tax, and census obligations related to the Development; (iii) expenses and taxes arising from the marketing of the Development; (iv) administration fees; (v) commissions paid to intermediaries for the acquisition and/or transfer of the real estate units that make up the Development, or, where applicable, the Properties; (vi) the Platform's commission in accordance with what is published on its website; (vii) expenses and taxes arising from the constitution and execution of the Committed Guarantees in the event that the conditions set forth in this Agreement or in the Loan Agreement for their granting are met; and (viii) in general, any other expense necessary for the implementation of the Project, provided that it is valued at market conditions.

6. PROHIBITION ON DISTRIBUTIONS BY THE PROMOTER

The Promoter undertakes not to make distributions to the partners during the term of the Project, and not to incur additional debt other than that derived from the Investors' Loans, as long as the principal and interest of the Loans have not been repaid in accordance with the specific terms and conditions specified in this Agreement, except in those cases where the additional debt or financing is for the purpose of repaying the Loan and Interest to the Investors.

7. PRINCIPLES OF ACTION OF THE PROMOTER

The Promoter undertakes to the Investors that its activity shall, in all cases, comply with the provisions of the Project published on the Platform's website and, in particular, that the Financing Objective shall be used exclusively for the purpose set out in the Project.

Specifically, without limitation, the Developer's management shall be limited to: (i) the acquisition of the Properties and the execution, promotion, and marketing of the Development as described in the Project; (ii) the sale or marketing of the real estate units that will comprise the Development shall be carried out taking into consideration the objective of repaying the Loan; (iii) limiting the availability of funds to those strictly necessary for the development of the Project and ensuring compliance with the applicable regulations and the minimization of expenses, in accordance with the objectives of the Project; (iv) the contract for the management and marketing of the Development must be a contract on market terms, both with regard to fees and economic conditions, and in the area of services provided, compliance with applicable regulations, and assumption of liability to the Developer for breach of its obligations; and (v) the Developer must at all times have the corresponding insurance policies covering all the risks inherent in the development and operation of the Project, including, but not limited to, civil liability and multi-risk insurance in relation to the real estate asset.

8. INFORMATION OBLIGATIONS TO THE INVESTOR

The Platform undertakes to provide the Investor with information regarding the status of the Project and applicable income and expenses through the Platform's website, without prejudice to any other information obligations that must be fulfilled in accordance with applicable legislation.

Likewise, the Platform, among its obligations set forth in Article 23.8 of Regulation (EU) 2020/1503, shall immediately inform the Investor of any substantial change in the information that has been transmitted to them in relation to the Project, provided both on the Platform's website and in this Agreement.

For these purposes, a substantial change in the information shall be understood to be any change that, while not having an impact on the profitability of the Project, provided that it does not jeopardize its viability or entail an alteration to the detriment of the Investor, affects the control structure of the companies involved in the Project, even when such modification entails a change in the Financing Objective communicated to the Investor.

For these purposes, the Platform reserves the right to make any structural changes to the Project on behalf of the Investor that are necessary to optimize it, and must report any changes in the space created for each Investor in the Project on the Platform's website, providing a Project monitoring document explaining how the operation will ultimately be structured.

9. ADMINISTRATIVE BODY OF THE DEVELOPER. ACTION

The Parties agree that the Promoter's Administrative Body, unless the prior consent of the Investors is obtained (as indicated in clause 18 "General Provisions"), may under no circumstances take any of the following actions: (i) approval of additional expenses charged to the Financing Objective other than those provided for in this Agreement; (ii) acquisition of shares or equity interests not provided for in this Agreement; (iii) adoption of any agreements that could prejudice, hinder, or prevent the repayment of the Loans; and (v) adoption of any agreements that could harm, hinder, or prevent the proper execution of the

Committed Guarantees in the event of breach by the Promoter of the obligations contracted under the terms of this Agreement and in the agreement documenting the Loans, if applicable.

10. REPRESENTATIONS AND WARRANTIES IN RELATION TO THE PROMOTER

The Developer is a newly created company, validly incorporated by public deed dated September 15, 2025, before the notary public of Madrid, Mr. Alfonso Madridejos Fernández, under number 2,502 of his protocol, existing in accordance with Spanish law and registered in the Madrid Mercantile Registry.

The Developer declares for all intents and purposes, by virtue of this Agreement, that no previous real estate development projects have been carried out through this same company, which is therefore a company dedicated solely to the development of the Project. Additionally, the Developer declares that under no circumstances will expenses, costs, or damages arising from activities other than the Project be borne by the Financing Objective.

11. GRANTING OF LOAN IN FAVOR OF THE DEVELOPER. GENERAL CONDITIONS

11.1 Loan

The Committed Contribution allocated to the granting of the Loan to the Developer shall be governed by the terms and conditions set forth in this Agreement and in the Specific Conditions.

The Loan granted by the Investor is **a financing product**, the return on which depends exclusively on the Promoter's ability, as borrower, to meet its obligation to repay the accrued interest and principal of the Loan on time.

For information purposes only, it is expressly stated that the granting of the Loan by the Investor entails the assumption of a risk of (i) total or partial loss of the Committed Contribution; and (ii) failure to obtain the expected monetary return.

The Investor acknowledges that extraordinary circumstances not foreseen in the Project (including, but not limited to: fall in real estate market prices, decrease in demand, increase in construction costs, delays in administrative deadlines for obtaining permits or licenses, etc.) may lead to the monetary return to be obtained in the future being delayed or lower than their Committed Contribution, assuming, in their capacity as lender, the risk and venture of the execution of the Project.

The granting of the Loan will be formalized with the Developer by the Investor, represented by the Platform in accordance with the irrevocable mandate granted in Stipulation 3 above, in a private document.

11.2 Use and purpose of the Loan

The Promoter undertakes to use the funds received from the Loan solely and exclusively as indicated in this Agreement and, in particular, in accordance with the provisions of Clause 5 above.

The Loan shall be deemed to have been granted at the time the Loans are made available to the Promoter once the Suspensive Condition has been fulfilled, and from that moment on, the Promoter shall be obliged to repay the amounts due in principal, to pay any interest, commissions, taxes, and expenses accrued, as well as to comply with the other commitments incumbent upon it in accordance with the terms and conditions set forth in this Agreement.

The Developer undertakes to adopt, within its corresponding corporate bodies, and as soon as possible after the granting of the Loans in its favor, any decisions and agreements that may be relevant and/or appropriate in order to proceed with the acquisition of the Properties and the proper execution and marketing of the Development.

11.3 Accrual of interest. Interest period. Fixed interest

The Developer undertakes to pay interest on the Loan to the Investor at the fixed annual interest rate applicable to the principal of the Loan as set out in the Specific Conditions.

The principal of the Loan outstanding at any given time shall accrue interest daily in favor of the Investor at the corresponding fixed interest rate set forth in the Specific Conditions.

Interest shall be deemed to accrue on the basis of a year of three hundred and sixty (360) days and shall be calculated for the days actually elapsed during the Interest Period, as defined below (for which purpose the first day of the Interest Period shall be deemed, in all cases, to have actually elapsed and the last day to have not actually elapsed).

The duration of the Interest Period shall coincide with the duration of the Loan, as specified in the Specific Conditions, there therefore being a single interest or settlement period, which shall commence on the date on which the Loan is deemed to have been granted in accordance with the provisions of Clause 11.2 above.

The fixed interest corresponding to the single Interest Period shall be payable on the maturity date thereof, coinciding with the maturity of the Loan, and shall be paid within a maximum period of ten days from the date on which it becomes payable. The Platform shall distribute the amounts paid by the Promoter in respect of the Loan, paying the Investor the proportionate share to which they are entitled, net of any tax withholdings that may be legally applicable.

11.4 Variable interest

The principal of the Loan shall not accrue variable interest in accordance with the terms and conditions set forth in the Specific Conditions.

11.5 Mandatory ordinary repayment

The Developer must repay the Loan in full and reimburse all amounts owed to the Investor under this Agreement on a mandatory basis upon maturity of the Loan as indicated in the Specific Conditions.

The sale of the Properties or any of the real estate units that make up the Development shall entail the obligation on the part of the Developer to allocate all the amounts received from the transfer thereof (minus the expenses associated with the transfer itself) to the repayment of the Loan.

11.6 Voluntary early repayment

The Developer may repay the total amount of the Loan in advance, regardless of whether or not this coincides with the end of the Interest Period and after giving the Platform at least five (5) business days' notice.

Early repayment shall include, together with the principal amount subject to early repayment, all interest that would have accrued during the entire Interest Period in relation to the part of the Loan that is subject to early repayment.

11.7 Common rules

The Promoter's obligation to make payments to the Investor shall be deemed to have been fulfilled when the Promoter has sufficient funds to cover its payment obligation in the virtual account that the Promoter has on the Platform, and actually does so. The Promoter may make deposits into its virtual account by means of bank transfers.

The Promoter is obliged to apply and settle any withholding tax on capital gains required by the tax legislation in force at any given time.

Payments arising from the Loan, including principal, interest, and expenses, shall be made (i) either on the same day that the Loan matures or, in accordance with the provisions of the Agreement, on the date of early repayment thereof, or (ii) at the time the other items payable by the Developer become due and payable by the Investor, by debiting such amounts from the account indicated in the Specific Conditions, without the need for prior payment requests. The Developer undertakes to have sufficient funds in said account to cover the aforementioned payments.

The amounts received by the Investor as payment shall be allocated first to the reimbursement of expenses and taxes, secondly to default interest, thirdly to ordinary interest and, to the extent that there is any surplus, to the outstanding principal.

11.8 Default interest

Any delays that may occur, both in the payment of the principal and in the payment of interest and expenses charged to the Promoter, shall accrue daily in favor of the Investors, the default interest indicated in the Specific Conditions, without the need for formal notice, from the day following the due date or enforceability of the unpaid amount and until its full payment.

Default interest shall be paid in a single installment, together with the payment of the interest due or the principal of the Loan, as the case may be, or, failing that, on the maturity date of the Loan or the date of declaration of early maturity of the Loan.

11.9 Joint and several nature of each Investor's Loan

The contractual position assumed by each Investor vis-à-vis the Promoter in relation to their respective Loan is joint, and therefore the rights and obligations of the Investor are independent of those of the other investors, unless otherwise expressly provided in this Agreement (as is the case with the syndication of the Investors' creditor position with respect to certain decisions as provided for in this Agreement).

11.10 Obligations of the Promoter

In relation to this Loan, the Promoter undertakes to:

- i. Reimburse the principal of the Loan and pay any other amounts owed by it for any reason (ordinary interest, late payment interest, Platform fees, and expenses of any kind) on the dates and under the conditions agreed in the Specific Conditions.
- ii. The Promoter undertakes to provide the Platform with any information or documentation it may request regarding its financial, asset and accounting situation, within a maximum period of fifteen (15) days from the date of the request and, specifically, to provide documentary evidence that it is up to date with its tax obligations, Social Security contributions and employee payments.
- iii. The Developer undertakes to allocate the entire amount of this Loan to the purpose described in its Loan application and in this Agreement.
- iv. To carry out and cooperate in all necessary actions in order to obtain, extend, or renew any authorization that may be necessary for the proper fulfillment of the obligations arising from this Agreement.
- v. The Developer acknowledges and authorizes the persons designated by the Platform to carry out all physical or documentary checks to verify the details described above, and to provide the supporting documents requested.
- vi. Unless expressly authorized by the Investors, the Promoter undertakes to (i) not incur any additional debt other than that arising from the Committed Investment; (ii) not grant loans or guarantees in favor of third parties; (iii) not establish any type of guarantee, pledge, mortgage, or any other type of real encumbrance or lien of the same nature on its assets in favor of third-party creditors other than the Investors; (iv) not participate directly or indirectly in projects other than the Project; and (v) not make distributions to its partners.

However, as an exception to the foregoing, the Promoter may exercise the powers identified in paragraph (iii) above without the express authorization of the Investors if such actions are carried out in favor of potential purchasers of the real estate units comprising the Development and for the purpose of proceeding with their effective transfer.

The obligations of information and authorization for the performance of documentary controls provided for in this clause for the Promoter shall also apply to any guarantor, pledgor or, in general, any guarantor of the Loan.

11.11 Committed Guarantees

The Developer is liable for the full and timely fulfillment of the obligations assumed under this Agreement and the Loan Agreement (the "Guaranteed Obligations") with all its present and future assets, in the sense of Article 1.911 of the Civil Code relating to the universal financial liability of the debtor.

Additionally, and without prejudice to the provisions of the previous section, the Promoter shall grant the following Committed Guarantees in conjunction with the signing of the Loan Agreement, in order to ensure full and timely compliance with the Guaranteed Obligations assumed by the Promoter under the terms of this Agreement.

The Developer, as a guarantee of the full and timely fulfillment of the Guaranteed Obligations, irrevocably and unconditionally undertakes to grant in favor of the Investors:

- i. **A first-rank real estate mortgage promise on the Properties that will be owned by the Developer once they are acquired**

Commercial premises number 1, part of the single-story shopping center in the town of San José de Valderas, at Calle Río Duero 16, Alcorcón, with property number 6491, registered in the Alcorcón Property Registry under number 2; with IDUFIR: 28073000339902.

Commercial premises number 2, part of the single-storey shopping centre in the town of San José de Valderas, at Calle Río Duero 16, Alcorcón, with property number 6493, registered in the Alcorcón Property Registry under number 2; with IDUFIR: 28073000339926.

Commercial premises number 3, part of the single-storey shopping centre in the town of San José de Valderas, at Calle Río Duero 16, Alcorcón, with property number 26604, registered in the Alcorcón Property Registry under number 2; with IDUFIR: 28073000554701.

Commercial premises number 4, part of the single-storey shopping arcade in the town of San José de Valderas, at Calle Río Duero 16, Alcorcón, property number 57563, registered in the Alcorcón Property Registry under number 2; with IDUFIR: 28073000413503.

Commercial premises number 5, part of the single-storey shopping center in the town of San José de Valderas, at Calle Río Duero 16, Alcorcón, property number 57565, registered in the Alcorcón Property Registry under number 2; with IDUFIR: 28073000413510.

Commercial premises number 6, part of the single-storey shopping arcade in the town of San José de Valderas, at Calle Río Duero 16, Alcorcón, with property number 57567, registered in the Alcorcón Property Registry number 2; with IDUFIR: 28073000413527.

Commercial premises number 7, part of the single-story shopping center in the town of San José de Valderas, located at Calle Río Duero 16, Alcorcón, with property number 57569, registered in the Alcorcón Property Registry under number 2; with IDUFIR: 28073000413534.

On September 9, 2025, a company belonging to the Developer's group, in accordance with Article 42 of the Commercial Code, signed a deposit agreement for the purchase of the Properties. This agreement establishes that the Developer has the option to acquire the same.

ii. First-ranking pledge on its shares.

The (i) Mortgage Pledge on the Developer's Properties and (ii) First-Rank Pledge on the Developer's shares shall be referred to collectively as the "**Committed Guarantees**."

For these purposes, and without prejudice to the irrevocable mandate granted by the Investor in favor of the Platform pursuant to Stipulation 3 above, the Investor undertakes to grant any public and private documents, of any kind, that may be necessary, relevant, or convenient for the proper execution of the Committed Guarantees, in all cases upon request by the Platform.

Likewise, and in accordance with the provisions of this Agreement, the Investor's contractual position may be assigned to a third party if deemed necessary by the Platform for the proper constitution and execution of the Committed Guarantees.

11.12 Assignment of the Loan

The Investor may assign all or part of their rights arising from the Loan, subject to prior notification to the Promoter. The assignment shall automatically entail the subrogation of the assignee in the position of the assignor, both in relation to this Agreement and to any other agreement entered into, where applicable, in relation to the financing of the Project. Notwithstanding the foregoing, the validity of the assignment shall be subject to the registration of the new creditor on the Platform.

In this case, the Committed Guarantees covered by this Provision shall remain in force and continue to have full effect.

11.13 Recourse by Investors

If, for any reason, the Promoter fails to repay the Loan within the agreed terms and conditions, the Investor assumes the risk of non-payment and acknowledges that they will have recourse against the Promoter's assets, if any, under the terms established in this Agreement.

12. INFORMATION REGARDING PAYMENTS AND RISKS ASSOCIATED WITH THE OPERATION

All payment transactions that may arise from the activities and transactions of this Agreement shall be channeled through a payment institution, in which each of the Parties shall open a payment account for this purpose, all in accordance with the terms and conditions indicated by the Platform on its website.

The Investor declares that they have read and understood the risks associated with the operation and investment described on the Platform's website and, in particular, declares that they are aware of the risk of total or partial loss of the capital invested in the Loan, the risk of not obtaining the expected monetary return, as well as the risk of lack of liquidity to recover the investment.

13. FEES

The following fees shall be payable to the Platform and charged to the Promoter:

- **Project commission:** Once the financing has been formalized, the Promoter must pay the Platform the project commission indicated in the Specific Conditions, which is calculated on the basis of the Financing Objective, plus

the applicable Value Added Tax. The project commission for each Loan shall be deducted once from the total Loan funds before the funds are made available to the Promoter.

- Any **other fees or expenses charged** to the Promoter by the Platform or any Debt Collection Agency hired by the Platform in connection with the Loans, such as, but not limited to, research expenses
 - investigation expenses, Debt Collection Agency expenses,
 - expenses arising from extensions of this Agreement or the agreement under which the Loan is formalized, if any, as well as any other expenses incurred in obtaining the reports necessary for its granting, claims, investigation of assets or their encumbrances, collection management, registry consultations, obtaining notarial certificates and requests by notarial, postal, telegraphic, burofax or similar means, as well as any other justifiable external expenses incurred until the regularization of any past due debt position.

Likewise, the Developer shall be responsible for:

- Any other expenses and taxes arising from the execution of this contract, as well as from the constitution (registration, where applicable) and execution of the Committed Guarantees.
- Fees for the intervention of a guarantee agent, if applicable, in the event that the corresponding mortgage is constituted
- Appraisal costs, if applicable, for the properties to be mortgaged
- Administrative fees for processing the settlement and registration/cancellation, where applicable, of the guarantees.

14. GROUNDS FOR TERMINATION

The Promoter agrees that the Platform may, on behalf of the Investor, terminate the Contract and request full reimbursement of the amounts owed in relation thereto, if:

- The Promoter fails to make a payment or only partially pays an amount owed under this Agreement;
- The Promoter has provided false information that has affected the decision to allow the Investor to register as a member of the Platform and to publish its Project application on the Platform, or has affected the credit rating that the Platform has assigned to the Promoter;
- The Promoter i) fails to comply with its financial reporting obligations or does not file its annual accounts with the relevant Commercial Registry, despite being legally obliged to do so; ii) is not up to date with its tax obligations, Social Security contributions, or payments to its employees; iii) is in default with other creditors; iv) suffers the seizure of its assets, causes them to be lifted or liquidates them; v) is declared bankrupt or files for voluntary bankruptcy or its application for compulsory bankruptcy is accepted for processing; vi) fails to comply with its obligations to identify the beneficial owner, if applicable; and vii) fails to comply with any other obligations arising from or related to the Agreement
- The Promoter uses the Loan for a purpose other than that described in the application on the basis of which it was granted;
- The Promoter has breached the terms of any loan or credit agreement to which it is a party (including those not managed through the Platform) and, in addition, the Promoter has been required to make early repayment thereof due to breach, or the Platform has reasonable grounds to believe that, as a result of this: (i) the Promoter may also imminently breach the terms of this Agreement, or (ii) any of the causes for termination of this Agreement indicated in this Provision may occur;
- In the event that all or part of the Committed Guarantees are declared invalid or unenforceable, or the Platform has reasonable grounds to believe that all or part of such Pledged Guarantees cannot be enforced and the Promoter has not provided the Platform with a satisfactory and sufficient alternative guarantee to fully replace the potentially unenforceable or invalid Pledged Guarantees within fifteen (15) days following the date on which it is reliably requested to do so by the Platform

15. LEGAL CLAIM

In the event of a breach of the payment obligations arising from the Agreement and the consequent early termination thereof, the Platform may transfer, on behalf of and representing each of the Investors, the Investors' contractual position in the Loans to a third party, whether a natural or legal person, including for the purpose of enforcing the Committed Guarantees or claiming the corresponding debt by bringing the actions arising from this Contract. To this end, the Platform may refer the legal claim to the debt collection agency with which it reaches an agreement for the recovery of payments due in connection with its Loan.

The Platform may also, on its own behalf and on behalf of the Investors, carry out or instruct a third party to carry out the corresponding actions for the judicial or extrajudicial claim of any payment derived from the Loan, including the constitution or execution of any guarantee, including the Pledged Guarantees.

16. NOTIFICATIONS

The Parties consent to the formalization of the Loan by electronic means and the sending of any notifications to the email

address contacto@urbanitae.com, by this means, and therefore the provisions of Law 34/2002, of July 11, on information society services and electronic commerce, and Law 22/2007, of July 11, on the distance marketing of consumer financial services, shall apply.

It is the responsibility of the Promoter to reliably communicate any change in the contact details provided, and until such change is properly communicated to the Platform, the currently available details will be valid for the accreditation of any notification in relation to this Contract.

17. TERM OF THE AGREEMENT AND CONDITION PRECEDENT

This Agreement shall enter into force for all Parties on the date of its acceptance, without prejudice to the condition precedent set forth below (the "**Condition Precedent**").

The Agreement shall effectively enter into force when the Project Financing Target is reached within the established period. At that time, the Platform shall inform each of the Parties, for this purpose, of their Committed Contribution and the percentage that it represents of the total Financing Target. If the Financing Target is not reached, the Agreement shall be null and void.

18. GENERAL PROVISIONS

The Platform shall inform the other Parties of any amendments to the Contract that may arise as a result of changes in the applicable regulations or for any other objective reason. Such amendments shall be deemed to have been accepted if the Parties do not express their opposition in writing within 15 calendar days. Any other amendment to the Contract requires the express consent of all the Parties.

This same procedure shall be implemented in the event that the Investor's consent is required.

The expenses and taxes arising from the execution and performance of the Agreement and the transactions contemplated therein, including the constitution and eventual execution of the Committed Guarantees, shall be borne by the Promoter.

The Platform, the Promoter, and the Investors may not assign the rights and obligations arising for them from the Contract, unless otherwise established in this document.

For anything not provided for in this Contract, the provisions of the General Contract Conditions available on the website www.urbanitae.com shall apply, which the user has declared to know and understand and accepts in all their terms.

The Parties consent to the formalization of the Contract by electronic means and the sending of any notifications to the email address contacto@urbanitae.com, by this means, all in accordance with the regulations applicable for these purposes.

19. LEGISLATION AND JURISDICTION

This Contract and the agreement it constitutes shall be governed by the laws of Spain. The Parties expressly submit to the Courts and Tribunals of Madrid Capital for all matters that may arise from the validity, interpretation, or fulfillment of this Contract.

ANNEX

SPECIAL CONDITIONS FOR LOANS

Operation	Development of 9 tourist apartments in Madrid
Type	Financing
Principal amount	€500,000
Accredited	APARTAMENTOS TURISTICOS TORRES DE MADRID S.L.
Purpose	Financing for the purchase and conversion of seven commercial premises located at Calle Río Duero 16, 28923 Alcorcón, into nine tourist apartments.
Term	20 months – make whole 15 months

Guarantees	• First-rank pledge on the shares of the SPV that will develop the project. • First-ranking mortgage pledge on the seven properties on which the nine tourist apartments will be developed, located at Calle Río Duero 16, Alcorcón (commercial premises numbered 1 to 7).
Opening commission	6.50% + VAT on the financing obtained
Interest rate	10% per annum
Minimum interest period (make whole)	Equivalent to 15 months of interest and fees
Expenses	• Expenses: notary, registration, and any other expenses directly related to the formalization of the loan agreement will be borne by the Promoter. • The legal costs of structuring the transaction, up to a maximum of €10,000, will be borne by the Promoter.
Repayment type	Bullet with partial repayment windows starting in month 12
Late payment interest	9.50% per annum in addition to the agreed annual interest rate
Early maturity	Early repayment is permitted but will not be rewarded or penalized. Interest corresponding to 15 months will be paid regardless of whether early repayment occurs.
Exclusivity	December 20, 2025