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.

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(*) 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	529900QR2KKPDGQBB476
Developer	PROMOCIONES MADRID Y ALBACETE, S.L.
Project`s name	Madrid | Oporto-Franciscanos Project
Identification	529900QR2KKPDGQBB4760000432
Ofert	Debt Project: Entry of Urbanitae investors through the Granting of a Loan
Amount	€ 550.000
Deadline	December 27th. 2025

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

Developer's Information	
Corporate Name	PROMOCIONES MADRID Y ALBACETE, S.L
Tax ID number	B-24801151
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 5 November 2025, before the notary Mr. Alfonso Madridejos Fernández under number 3.003 of his protocol .
Employees number	0 employees
Number of projects previously financed on the platform	18
Capital Stock Structure	Limited Liability Company (L.L.C) Share capital as at 5 November 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	Development of 101 storage units and one apartment in two premises located in Madrid and Albacete.
Loan typology	Fixed rate
Amount requested	550.000 €
Loan deadline	20 months
Interest rate	11% anually
Urbanitae commission	35.750€ + VAT
Promoter APRC	20,05%
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 18).
Loan assignment	Not permitted
Extension	Not permitted
Interest rate on late payment	Agreed interest (11%) plus 9.5% p.a., capitalisable monthly.

Loan Information	
Collateral provided	• Commercial premises number 2 located at Calle Concejal Prieto Rojas 35, Albacete, with property number 15335, registered in the Property Registry of Albacete No. 1; with CRU code: 02009000304604. • 22.04% ownership interest in an industrial warehouse located at Calle Maria Martínez 17, basement level, with property number 24861, registered in the Property Registry of Madrid No. 2; with IDUFIR: 28112000847892. • (ii) Pledge of Mortgage over the shares of the SPV developing the project

DESCRIPTION OF THE FINANCIAL SITUATION. Balance sheet. November 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. November 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.

The investment will be limited to a maximum of €10,000 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:** 550.000 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: 3**0 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** 261.550€
(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.

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: PROMOCIONES MADRID Y ALBACETE, S.L. (b) Granting of a loan for Development of 101 storage units and one apartment in two premises located in Madrid and Albacete. (c) Loan amount: € 550.000

(b)	**Subscription Price** The total amount of the loan granted through the platform amounts to € 550.000. The investment will be limited to a maximum of €10,000 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 PROMOCIONES MADRID Y ALBACETE, S.L. (ii) Promise of a First-Rank Mortgage over the 2 properties on which the project will be developed.. (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: 11%. **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 18 months). **Applicable Performance:** 11% per annum.

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) and (c)	**Restrictions to which the loan is subject and description of any restrictions on trading** 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 11%
(b)	**The applicable interest rates or, where applicable, any other form of compensation to the investor** Fixed interest rate of 11% 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 PROMOCIONES MADRID Y ALBACETE, S.L. (ii) Promise of a First-Rank Mortgage over the 2 properties on which the project will be developed.. (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**: PROMOCIONES MADRID Y ALBACETE, S.L.

	- **Tax Identification Number**: B--24801151 - **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 November 5, 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 company of Spanish nationality, with NIF 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**" or the "**Lender**");

AND, ON THE OTHER HAND,

PROMOCIONES MADRID Y ALBACETE, S.L., a company of spanish nationality, with tax identification number B-24.801.151 and registered office at Calle Princesa 2, 7º 6. C.P.28008 Madrid (Madrid), as a developer registered on the Platform's website, (hereinafter, the "**Developer**").

The Developer 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 by subscription of shares (the "**Agreement**") and, to thit end,

WHEREAS

I. That the Platform, which is authorised as a provider of participatory financing services by the National Securities Market Commission, file number 2023045268 and authorised by licence number 4, is a company that puts in contact a limited number of users, called investors (natural or legal persons) who offer financing in exchange for a monetary return, with users who request financing in their own name to allocate it to a participatory financing project of a real estate type, called developers.

II. That the Platform is a "crowdfunding platform" within the meaning of Article 2 of Regulation (EU) 2020/1503 of the European Parliament and of the Council of 7 October 2020 on European crowdfunding service providers for businesses, and amending Regulation (EU) 2017/1129 and Directive (EU) 2019/1937 (the "**Regulation (EU) 2020/1503**").

III. That the Developer is a limited liability company whose corporate purpose is real estate development, among others.

IV. That the Platform has presented to the users registered on its website a project by virtue of which the Investor, together with other investors (jointly referred to as the "**Investors**"), may grant financing to the Developer in order to finance the acquisition of two commercial premises for the execution of a real estate development consisting of the development of a total of one hundred and one (101) storage rooms and an apartment (the "**Promotion**").") based on a forecast of specific economic and temporal conditions (the "**Project**"). The 2 premises are located: the first on the ground floor of Calle del Concejal Prieto Rojas 3 y 5, 02007 Albacete (Albacete) and the second on Calle María Martínez 17, semi-basement floor, 28025 Madrid (Madrid) (together the "**Properties**").

That the Investor has expressed to the Platform its interest in participating in the Project by granting financing in favour of 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 payment of interest and amortization of the Loan, for which the Investor hereby grants the Platform a mandate to act on its behalf and on its behalf in the terms that will be stated below, without the Platform acting as an Investor or Developer in relation to the same.

PROVISIONS

1. PRE-CONTRACTUAL REFLECTION PERIOD

As indicated in Article 22 of Regulation (EU) 2020/1503, the Investor, if considered as a non-professional investor, will have a period of four calendar days, counting from the moment of the investment offer or the expression of interest, on his part, in this Project. During which it may revoke its investment offer or expression of interest in the participatory financing offer at any time, without the need to justify its decision and without incurring any penalty.

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

2. OBJECT

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 favour of the Developer; (ii) the relations between the Parties as well as the relations between the Investors in their capacity as lenders to the Developer; (iii) the principles of action of the Developer in relation to the Project; and (iv) the rules to which the management of the Developer must conform through its Administrative Body – as this term is defined below.

3. COMMITTED CONTRIBUTION

The Platform will publish on its website the total and aggregate monetary amount necessary for the correct development and execution of the Project (the "**Financing Objective**"), in order to be publicized among potential investors.

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

"**Committed Contribution"** of the Investor, the amount that the Investor authorises and commits, through the Platform, to finance the Project by granting the Loan, thus contributing to achieving the Financing Objective. This contribution will be binding on the Investor and will be limited to a maximum of €10,000 per investor.

The Investor, by adhering to the Agreement, undertakes, subject to the Condition Precedent described in Stipulation 17 below, to grant a Loan to the Developer, who accepts it, in the amount corresponding to its respective Committed Contribution, in order to participate in the economic result of the Project.

Once the Financing Objective has been reached within the period established for the Project, the Investor will be informed of the amount of the Committed Contribution and will be transferred to an account owned by the Developer. To this end, the Investor, by adhering to this Agreement, grants through the Platform, an irrevocable mandate so that, in its name and on its behalf, once the Financing Objective is reached, the following actions are executed:

a. the corresponding transfer in favour of the Developer as a Loan for the amount of the Committed Contribution, once the Committed Guarantees have been constituted, which will take place in a single act with the signing of the Loan Agreement.

b. the formalisation, in the name and on behalf of the Investor, of the loan agreement to be entered into with the Developer (the "**Loan Agreement**"), which will be formalised in a private document, as well as the administration of the collections and payments arising from said Loan Agreement, under the conditions and amount that the Investor has determined 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 granting, execution and documentation of the Loan, as well as for (ii) the constitution and execution, if any, of the Committed Guarantees -as they are defined below- (including (a) the eventual assignment, by the Investors, of its contractual position in the Loan Agreement in favour of a third party previously determined by the Platform, or (b) the intervention of the Platform on its own behalf and on behalf of the Investors, to carry out or commission a third party to carry out, any action related to the claim of any payment, or the creation or execution of any security of the Loan). In relation to this, the Investor undertakes to provide the documentation that may be required by the Platform for this purpose.

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

4. APPOINTMENT OF THE ADMINISTRATIVE BODY

The Developer's administrative body is made up of two (2) joint and several directors, appointed for an indefinite period, these being Mr. Jorge Torres López and Mr. Javier Torres López (the "**Administrative Body**").

5. PROJECT DEVELOPMENT AND SPENDING POLICY

Under the Financing Objective, the Investor authorises the Developer to proceed with the acquisition of the Properties for the construction and marketing of the Development for 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 foreseen particularities, the Developer will submit the authorisation of the new conditions to the Investors through the website.

Likewise, the following expenses will be borne by the Developer under the Financing Objective: (i) expenses that the Developer may incur in the development of the Promotion, including, but not limited to: technical and professional fees, work certifications, acquisition 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 Promotion; (iii) expenses and taxes derived from the marketing of the Promotion; (iv) administration fees; (v) commissions paid to corresponding intermediaries for the acquisition and/or transfer of the real estate units that make up the Development, or, where appropriate, the Properties; (vi) the Platform's commission in accordance with what is published on the Platform's website; (vii) expenses and taxes derived 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 execution are met and (viii) in general, any other expenses necessary for the implementation of the Project, provided that they are valued under market conditions.

6. PROHIBITION OF DISTRIBUTIONS BY THE DEVELOPER

The Developer undertakes not to make distributions to the partners during the term of the Project, as well as not to incur in additional debt to that derived from the Investor Loans as long as the principal and interest of the Loans have not been repaid under the specific terms and conditions specified in this Agreement, except in those cases in which the additional indebtedness or financing is intended to repay the Loan and Interest in favour of the Investors.

7. PRINCIPLES OF ACTION OF THE DEVELOPER

The Developer undertakes to ensure that its activity is in accordance with the provisions of the Project published on the Platform's website, and in particular, that the Financing Objective is used exclusively for the purpose envisaged in the Project.

Specifically, but not limited to, the Developer's management will be limited to: (i) the acquisition of the Properties and the execution, promotion and marketing of the Development in the manner described in the Project; (ii) the sale or commercialization of the real estate units that will make up the Development must be carried out taking into consideration the repayment objective of the Loan; (iii) limit the availability of funds to those strictly necessary for the development of the Project and ensure compliance with the applicable regulations and the minimization of expenses, in accordance with the objectives of the Project; (iv) the management and marketing contract of the Promotion must be a contract in market terms, both with respect to fees and economic conditions, as well as in the scope of the services provided, compliance with the applicable regulations and assumption of responsibilities before the Developer for breach of its obligations; and (v) the Developer must have at all times the corresponding insurance policies that cover all the risks inherent to the development and operation of the Project, including, but not limited to, both civil and multi-risk liability in relation to the real estate asset.

8. INVESTOR REPORTING OBLIGATIONS

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

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

For these purposes, a material change in the information will be understood as one that, having no impact on the profitability of the Project, provided that it does not harm its viability or imply an alteration to the detriment of the Investor, affects the control structure of the companies involved in it, even when such modification involves a change in the Financing Objective communicated to the Investor.

To this end, the Platform reserves the right to make on behalf of the Investor the structural changes in the Project that are necessary in order to optimise it, and must inform of any change in the space created for each Investor of the Project on the Platform's website, providing a Project monitoring document explaining how the operation will finally be structured.

9. ADMINISTRATIVE BODY OF THE DEVELOPER. PERFORMANCE

The Parties agree that the Developer's Management Body, except with the prior consent of the Investors (as indicated in clause 18 "General Provisions"), may in no case adopt 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 shares 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 prejudice, hinder or prevent the correct execution of the Committed Guarantees in the event of non-compliance, by the Developer, of the obligations contracted under the terms of this Agreement, and in the contract in which the Loans are documented, if applicable.

10. REPRESENTATIONS AND WARRANTIES IN RELATION TO THE DEVELOPER

The Developer is a recently created company, validly constituted by virtue of a public deed dated November 5, 2025 before the notary of Madrid Mr. Alfonso Madridejos Fernández under number 3,003 of his protocol and existing in accordance with Spanish legislation and registered in the Mercantile Registry of Madrid.

The Developer declares for the appropriate purposes, by virtue of this Agreement, that no previous real estate development projects have been executed through this same company, and therefore it is a company intended solely for the development of the Development. In addition, the Developer declares that in no case will expenses, costs or damages arising from activities other than the Promotion be borne by the Funding Objective.

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

11.1 Loan

The Committed Contribution intended for the granting of the Loan in favour of the Developer will be governed by the terms and conditions established in this Agreement and in the Specific Conditions.

The Loan granted by the Investor is in the nature of a **financing product**, the return of which depends exclusively on the ability of the Developer, in its capacity as borrower, to meet its obligation to repay the interest accrued and principal of the Loan in a timely manner.

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 (but not limited to: falling prices in the real estate market, decrease in demand, increase in construction costs, delay in the 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 its Committed Contribution, assuming in its capacity as lender the risk and risk 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 Destination and purpose of the Loan

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

The Loan shall be deemed to have been granted at the time of the provision of the Loans to the Developer once the Condition Precedent has been fulfilled, and the Developer shall therefore be obliged from that moment to repay the amounts due as principal, to pay any interest, commissions, taxes and expenses accrued, as well as to comply with the other commitments for which it is responsible in accordance with the terms and conditions established 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 favour, as many decisions and agreements as may be pertinent and/or opportune in order to proceed with the acquisition of the Properties and the correct execution and marketing of the Development.

11.3 Accrual of interest. Interest Period. Fixed interest

The Developer undertakes to pay interest on the Loan in favour of the Investor at the fixed annual interest rate applicable to the principal of the Loan provided for in the Specific Conditions.

The principal of the Loan pending repayment at any given time will accrue interest on a daily basis in favour of the Investor at the corresponding fixed interest rate set out in the Specific Conditions.

Interest will be understood to accrue on the basis of a year of three hundred and sixty (360) days and will be calculated by the days effectively elapsed in the Interest Period – as it is defined later – (at the end of which the initial day of the Interest Period will be understood, in any case, as effectively elapsed and the final day as not effectively elapsed).

The duration of the Interest Period will coincide with the duration of the Loan, as specified in the Particular Conditions, and therefore there will be a single interest or settlement period, which will therefore begin on the date on which the Loan must be understood to have been granted in accordance with the provisions of Stipulation 11.2 above.

The fixed interest corresponding to the single Interest Period will be due on the maturity date of the Interest Period, coinciding with the maturity of the Loan and will be paid within a maximum period of ten days from its maturity. The Platform will carry out the distribution of the amounts paid by the Developer for the Loan, paying the Investor the part that corresponds proportionally to him, net of tax withholdings if legally applicable.

11.4 Variable Interest

The principal of the Loan will not accrue variable interest in accordance with the terms and conditions established in the Specific Conditions.

11.5 Mandatory ordinary depreciation

The Developer shall fully repay the Loan and repay all amounts due to the Investor under this Agreement on a mandatory basis upon the maturity of the Loan indicated in the Specific Conditions.

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

11.6 Voluntary early repayment

The Developer may repay the full amount of the Loan in advance, regardless of whether or not it coincides with the end of the Interest Period and with prior notice to the Platform of at least twenty (20) calendar days.

Early repayment will include, together with the main object of repayment, all the interest that has accrued up to the date of early repayment, which, if repaid before month 18, must in any case include the amount of interest accrued in that period of time.

SEGUNDO OVRE will not pay any commission for early repayment.

11.7 Common Rules

The Developer's obligation to make payments to the Investor will be considered satisfied when the Developer has sufficient funds to cover its payment obligation in the virtual account that the Developer has on the Platform, and effectively does so. The Developer may make deposits to its virtual account by means of bank transfers.

The Developer is obliged to make and settle the withholdings on capital income that current tax legislation requires it to make at any given time.

The payments derived from the Loan, both for principal, interest and expenses, will be made (i) either on the same day that the Loan matures or in accordance with the provisions of the Agreement the early repayment of the Loan occurs, or (ii) at the time the Investor becomes due for the other concepts payable by the Developer, by debiting these amounts into the account indicated in the Particular Conditions, without the need for prior payment order. The Developer undertakes to have sufficient funds in said account to meet the aforementioned payments.

The amounts received by the Investor as payment will be charged firstly to the reimbursement of expenses and taxes, secondly, to default interest, thirdly, to ordinary interest and, as far as it is exceeded, 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 the interest and expenses payable by the Developer, will accrue daily in favor of the Investors, the default interest indicated in the Particular Conditions, without the need for notice, from the day following the maturity or enforceability of the unpaid amount and until its full payment.

Default interest will be paid in one lump sum, together with the payment of the interest due or the principal of the Loan, as the case may be, or, failing that, on the date of maturity of the Loan or the declaration of the early maturity of the Loan.

11.9 Joint and Independent Nature of Each Investor's Loan

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

11.10 Obligations of the Developer

In relation to this Loan, the Developer undertakes to:

i. Repay the principal of the Loan and make effective the other concepts at their expense for any reason (ordinary interest, default interest, Platform fees and expenses of any kind) on the dates and conditions agreed in the Particular Conditions.
ii. The Developer undertakes to provide the Platform with the information or documentation requested by the Platform on its economic, financial and accounting situation, within a maximum period of fifteen (15) days from the date it is requested and, specifically, to provide documentary evidence that it is up to date with the payment of its tax obligations, with the Social Security and with its workers.
iii. The Developer undertakes to use the entire amount of this Loan for the purpose described in its Loan application and in this Agreement.
iv. To carry out and cooperate in all the necessary actions in order to obtain, extend or renew any authorisation that is necessary for the due fulfilment of the obligations arising from this Agreement.
v. The Developer acknowledges and authorises the persons designated by the Platform to carry out all physical or documentary checks to verify the details described above, and to provide the requested supporting documents.
vi. Unless expressly authorised by the Investors, the Developer undertakes (i) not to incur in additional debt to that derived from the Committed Investment; (ii) not to grant loans or guarantees in favor of third parties; (iii) not establish any type of guarantee, pledge, mortgage or any other type of real charge or encumbrance 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 to make distributions to its partners.

However, and as an exception to the above, the Developer may exercise the powers identified in numeral (iii) of the previous paragraph, without express authorization from the Investors in the event that such actions are executed in favor of the potential purchasers of the real estate units that are part of the Development and in order to proceed with their effective transfer.

The obligations of information and authorisation to carry out document checks provided for in this clause for the Developer will also be applicable to any guarantor, pledger or in general, to any guarantor of the Loan.

11.11 Committed Guarantees

The Developer is responsible for the complete and timely fulfillment of the obligations assumed under this Agreement and the Loan Agreement (the "**Guaranteed Obligations**") with all its assets, present and future, in the sense in which Article 1,911 of the Civil Code is pronounced regarding the universal patrimonial liability of the debtor.

In addition, and without prejudice to the provisions of the previous section, the Developer will grant the following Guarantees Committed in a single act with the signing of the Loan Agreement, in order to ensure the complete and punctual compliance with the Guaranteed Obligations assumed by the Developer under the terms provided for in this Agreement.

The Developer, as a guarantee of the complete and timely performance of the Guaranteed Obligations, irrevocably and unconditionally undertakes to grant in favour of the Investors:

i. **Promise of a first-rank land charge on the Properties that the Developer will own once they acquire them**

Commercial premises number 2 located in Calle Concejal Prieto Rojas 35, Albacete with property number 15335, registered in the Property Registry of Albacete number 1; with CRU code: 02009000304604.

22.04% share of an industrial warehouse located at Calle Maria Martínez 17, semi-basement floor, with property number 24861, registered in the Madrid Property Registry number 2; with IDUFIR: 28112000847892.

ii. **Pledge of first rank on its shares.**

The (i) Promise of Mortgage on the Developer's Properties and (ii) the Pledge of first rank on the Developer's shares, shall be referred to together, as the "**Committed Guarantees**".

For these purposes, and without prejudice to the irrevocable mandate granted by the Investor in favour of the Platform by virtue of Stipulation 3 above, the Investor undertakes to execute as many public and private documents, of any kind, as may be necessary, relevant or convenient for the due execution of the Committed Guarantees in the case of 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 this is considered necessary by the Platform for the correct constitution and execution of the Committed Guarantees.

11.12 Loan Assignment

The Investor may assign all or part of its rights arising from the Loan subject to prior notice to the Developer. The assignment will automatically entail the subrogation of the assignee in the position of the assignor, both in relation to this Agreement, and in any other contract, if any, in relation to the financing of the Project. Notwithstanding the foregoing, the validity of the assignment will be subject to the registration of the new creditor on the Platform.

In such case, the Committed Guarantees subject to this Stipulation shall subsist and continue to produce full effects.

11.13 Investor Resource

If, for any reason, the Developer does not meet the repayment of the Loan within the terms and conditions provided, the Investor assumes in any case the risk of default and acknowledges that it will have recourse against the Developer's assets, if it exists under the terms established in this Agreement.

11.14 Most Investors

The decisions that correspond to the Investors under the Loan will be adopted, unless otherwise expressly provided therein, by the Majority of the Investors, and any decision so adopted will be binding on each and every one of them.

"Majority of Investors" shall be understood to mean all the URBANITAE Investors whose participation in the Loan Amount pending repayment or repayment represents at any time more than fifty percent (50%) of the same.

For the above purposes, the Platform will inform the Investors of the decisions to be submitted for their consideration, which will be understood to be accepted by each Investor if they do not express their opposition in writing within 15 calendar days.

Any decision made on the basis of the Loan to the Investors shall be deemed to require the agreement of the Majority of the Investors, unless otherwise indicated.

For information, the declaration of early maturity of the Loan, or the execution of the guarantee(s) or the novation of the Loan shall be subject to the decision of the Majority of the Investors.

12. INFORMATION REGARDING PAYMENTS AND RISKS ASSOCIATED WITH OPERATIONS

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

The Investor declares to have read and understood the risks associated with the operation and investment described on the Platform's website and, in particular, declares to be aware of the risk of total or partial loss of the capital invested as a 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 AND EXPENSES

The following fees will be payable to the Platform and to the Developer:

- **Project fee**: Once the financing has been formalised, the Developer must pay the Platform the commission per project indicated in the Specific Conditions, the calculation of which is made on the basis of the Financing Objective, increased by the Value Added Tax that is legally applicable. The project fee for each Loan will be deducted only once from the total funds of the Loan prior to the availability of the funds to the Developer.

- Any **other fees or expenses attributable** to the Developer by the Platform or any Debt Collection Agency engaged by the Platform in relation to the Loans, such as, but not limited to, expenses
    - Investigation Agency, Debt Collection Agency,
    - expenses arising from extensions of this Agreement or the contract under which the Loan is formalised, if any, as well as any other expenses incurred in obtaining the necessary reports for its granting, claim, investigation of assets or their charges, collection management, registry consultations, obtaining notary certificates and requirements through a notary, postal, telegraphic, burofax or similar, as well as any other justifiable external expense that occurs until the regularization of any overdue debtor position.

Likewise, the Developer will be responsible for:

- Any other expenses and taxes derived from the execution of this contract, as well as from the constitution (registration if applicable) and execution of the Committed Guarantees.
- Intervention fees if applicable for the guarantee agent in the event of the corresponding mortgage being constituted
- Appraisal costs, if any, of the properties to be mortgaged
- Management expenses for the processing of the settlement and registration/cancellation, if applicable, of the Guarantees.

14. CAUSES FOR TERMINATION

The Developer agrees that the Platform may, on behalf of the Investor, terminate the Agreement and seek full reimbursement of amounts due in connection therewith, if:

- The Developer does not make a payment or pays only partially an amount due under this Agreement;
- The Developer has provided false information that has affected the decision to allow the Investor to register as a member of the Platform and to publish their Project application on the Platform, or has affected the creditworthiness rating that the Platform has assigned to the Developer;
- The Developer i) fails to comply with its obligation to provide financial information or does not deposit, being legally obliged to do so, its annual accounts in the corresponding Commercial Registry; ii) was not up to date with the payment of its tax obligations, with the Social Security or with its workers; iii) incurred in default before other creditors; (iv) suffers the seizure of his property, causes its lifting or liquidates it; v) it was declared bankrupt or a request for voluntary bankruptcy was submitted or the application for its necessary bankruptcy was admitted for processing; (vi) fails to comply with its obligations to identify the beneficial owner if applicable; as well as vii) in the event that it fails to comply with any other obligations arising from or linked to the Agreement
- The Developer gives the Loan a purpose different from that described in the application by virtue of which it was granted;
- The Developer 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 Developer has been required to prepay the same for breach or the Platform has reasonable grounds to believe that, as a result of this: (i) the Developer may also imminently breach the terms of this Agreement, or (ii) any of the causes for termination of this Agreement set out in this Stipulation may occur;
- In the event that all or part of the Committed Warranties are declared invalid or unenforceable, or the Platform has any reasonable reason to believe that all or part of such Committed Warranties will not be enforceable and the Developer has not submitted to the Platform a satisfactory and sufficient alternative guarantee that fully replaces the potentially unenforceable or invalid Committed Guarantees within fifteen (15) days following from the time it is reliably requested to do so by the Platform

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15. LEGAL CLAIM

In the event of non-compliance with the payment obligations arising from the Agreement and the consequent early termination of the same, the Platform may transfer, in the name and on behalf of each of the Investors, the contractual position of the Investors in the Loans to a third party, whether a natural or legal person, including for the purpose of executing the Committed Guarantees or claiming the corresponding debt through the filing of the resulting actions of this Agreement. To this end, the Platform may refer the legal claim to the unpaid debt collection agency with which it reaches an agreement for the claim of the payments due linked to its Loan.

The Platform may also, on its own behalf and on behalf of the Investors, carry out or entrust 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 Committed Guarantees.

16. NOTIFICATIONS

The Parties consent to the formalisation of the Loan electronically and the sending of any notifications to the e-mail address contacto@urbanitae.com, by this means the provisions of Law 34/2002, of 11 July, on information society services and electronic commerce and Law 22/2007, are applicable. of 11 July, on distance marketing of financial services for consumers.

It is the responsibility of the Developer to reliably communicate any change in the contact details indicated, and until such change is not properly communicated to the Platform, the data currently available will be valid for the accreditation of any notification in relation to this Agreement.

17. VALIDITY OF THE AGREEMENT AND SUSPENSIVE CONDITION

This Agreement shall be effective with respect to all Parties on the date of its acceptance, subject to the condition precedent set forth below (the "**Condition Precedent**").

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

18. GENERAL PROVISIONS

The Platform will inform the other Parties of any modifications to the Agreement that may occur as a result of changes in the applicable regulations or for any other objective reason. Such modifications will be understood to be accepted if the Parties do not express their opposition in writing within 15 calendar days. Any other modification of the Agreement requires the express agreement of all the Parties.

The same procedure will be implemented in the event that the Investor's consent has to be obtained.

The expenses and taxes arising from the granting and execution of the Agreement and the operations contemplated therein, including the constitution and eventual execution of the Committed Guarantees, will be borne by the Developer.

The Platform, the Developer and the Investors may not assign the rights and obligations arising thereto from the Agreement, unless otherwise established in this document.

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

The Parties consent to the formalisation of the Agreement electronically 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 Agreement 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 questions that may arise from the validity, interpretation or compliance of this Agreement.

ANNEX

SPECIFIC CONDITIONS OF LOANS

Operation	Development of 101 storage rooms and an apartment in two premises located in Madrid and Albacete
Modality	Financing
Principal amount	€ 550.000
Accredited	PROMOCIONES MADRID Y ALBACETE S.L.
Purpose	Financing to develop a real estate project in Madrid and Albacete, for which it has formalized two deposit contracts to acquire 2 premises located the first on the ground floor of Calle del Concejal Prieto Rojas 3 and 5, 02007 Albacete (Albacete) and the second on Calle María Martínez 17, semi-basement floor, 28025 Madrid (Madrid)
Term	20 months – make whole 18 months
Guarantees	● **Pledge of first rank** on the shares of the SPV that will develop the project. ● **Promise of Mortgage in the first rank** on the 2 properties in which the project will be developed.
Structuring Commission	6.50% + VAT on the financing raised
Interest rate	11% per year
Minimum interest duration (make whole)	Equivalent to 18 months of interest and fees
Expense	● Expenses: notary, registry and any other directly related to the formalization of the loan agreement will be assumed by the Developer. ● The legal costs of structuring the operation, with a maximum of up to €15,000, will be borne by the Developer.
Type of depreciation	Bullet (18-month Non-Call) and with partial amortization windows starting in month 12
Default Interes	9.50% per annum in addition to the agreed annual interest rate
Early Maturity	Early cancellation is allowed but will not be rewarded or penalized. Interest corresponding to 18 months will be paid regardless of whether there is an early repayment.
Exclusivity	December 20, 2025