

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.

Summary of the operation

Offer identifier (LEI code of the promoter company)	9598009WE4FV95T8H003
Promoter	INTUR HUELVA INVERSIONES, S.L.
Project Name	Huelva Intur Panoramic Residential Project
Project ID	9598006JM9W6SDKLUJ0700000437
Offer Type	Debt Project: Entry of Urbanitae Investors via Loan
Target amount	1.285.000 €
Deadline	January 31, 2026

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

Developer Information

Company name	INTUR HUELVA INVERSIONES, S.L.
Tax Identification Number	B-19.435.197
Registered office	The registered office is Avenida Italia 3, Local, Huelva, 21001 Huelva
Social organization. Administrative body	The sole administrator is Alejandro Ruiz Mayal

Description of the company and the business plan	According to the Deed of Incorporation of September 13, 2024, before the notary Ms. Carmen Toledo Muñoz-Cobo, under number 4,791 of her protocol order, her activity being CNAE number 4110.
Number of employees	0 employees
Number of projects previously funded on the platform	First project financed with INTUR HUELVA INVERSIONES, S.L.
Share Capital Structure	Limited company (S.L.) The share capital of the SPV is as follows: <ul style="list-style-type: none">Participation 1 to 750 (both inclusive): INTUR DESARROLLOS Y CONSTRUCCIÓN SOSTENIBLE, S.L.Shares 751 to 1,275 (both inclusive): GENKIDAMA INVERSIONES, S.L.Participation 1,276 to 1,800 (both inclusive): Mr. Cesareo Pajares YedroShares 1,801 to 3,000 (both inclusive): PROMOCIONES INMOBILIARIAS VIRLUZ, S.L.
Internet domain address	https://intur.es/

Loan Information	
Purpose of the loan	Financing for the development of a development of 106 homes, 110 garages, 61 storage rooms and a commercial premises.
Loan type	Fixed rate
Amount requested	1.285.000 €
Loan term	12 months
Interest rate	10.00% per year
Urbanitae Commission	57.825 € + VAT
Promoter APR	17,79%
Amortization	Amortization of principal and payment of interest at the end of the period. The total early repayment will not be subsidized or penalized from month 10.
Loan assignment	Not allowed
Extension	6 months
Interest rate on late payment	Agreed interest (10.00%) plus 9.5% per annum, compounded monthly,
Guarantees provided	<ul style="list-style-type: none">Convertibility of the loan granted by Urbanitae investors into shares of INTUR HUELVA INVERSIONES, S.L.

DESCRIPTION OF THE FINANCIAL SITUATION. Balance sheet 2024			
This financial statement has been obtained from the Financial Statements provided by the developer for the financial year 2024			
Non-Current Assets	0	Net Worth	568.714 €
Property, plant and equipment	-	Share capital	568.714 €
Long-term financial investments	-	Profit or loss for previous years	-
Deferred tax assets	-	Profit for the year	-
Current Assets	4.143.984 €	Grants, donations and legacies received	-
Stock	4.143.984 €	Non-current liabilities	552.514 €

Trade receivables and other receivables	30.008 €	Current liabilities	3.807.915 €
Short-term accruals	-	Short-term debts	1.885 €
Cash and other cash equivalents	755.151 €	Short-term debts to E.G. and E.A.	-
		Trade Receivables and Other Payables	3.806.030 €
TOTAL ASSETS	4.929.143 €	TOTAL LIABILITIES + EQUITY	4.929.143 €

DESCRIPTION OF THE FINANCIAL SITUATION. Profit and Loss Account May 2025

This financial statement has been obtained from the Financial Statements provided by the developer as of 25.07.2022

Net turnover	-
Changes in finished and in-progress inventories	4.143.984 €
Procurement	-4.092.112 €
Other operating income	-
Personnel costs	-
Other operating expenses	-51.872 €
Other results	-
Operating profit	-
Financial income	-
Financial expenses	-
Impairment and Profit or Loss on Disposals of Financial Instruments	-
Net Income	-

The opportunity is structured as a loan aimed at executing the last payment of the land, consolidating the asset for the development of a residential tower of 106 homes. The project stands out for its complete functional endowment, integrating 110 parking spaces, 61 storage rooms and a commercial premises. Designed to lead the quality offer in the area, all units have a private terrace, complemented by differential common areas that include a swimming pool, gym and coworking area, key elements to maximize commercial absorption and asset value.

The asset is located in the Ensanche Sur, the area of natural expansion and greatest urban projection in the city, designed to open Huelva towards the estuary. This location combines the quality of life of a modern and planned environment with unbeatable connectivity: it is just a few minutes' walk from the historic centre and, as a key differentiating factor, it offers immediate access to the Huelva Train Station. This proximity to the railway infrastructure provides the asset with a logistical added value for corporate and tourist residents, consolidating it as a prime location within the new urban fabric.

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: €1,285,000
(b)	Deadline to reach the target of funds to be borrowed: 30 days from the opening of the project
(c)	Information on the consequences if the target for borrowed funds is not reached within the deadline: In the event that the target for borrowed funds is not reached, investors will be returned their pledged contribution within a maximum period of 5 working days from the aforementioned non-compliance, at no cost to investors.
(d)	Maximum bid amount, if different from the minimum amount of funds referred to in point (a) No difference
(e)	Amount of the own resources committed by the project promoter in the participatory financing project: The amount of the own resources committed by the project manager after the capture of the participatory financing will amount to €2,284,053.

(f)	Modifications to the composition of the capital or loans of the project promoter related to the participatory financing offer: The composition of the promoter's capital will not be altered and within the loan agreement, a new obligation to service the debt will be incorporated by the promoter.
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Part C: Risk Factors

Exposure of the main risks
Type 1 – Project Risk <p>Among the risks of the project that may cause the failure of the project are, but are not limited to, the following: (i) aspects on which the project depends: legal aspects of the transaction and/or signing of the loan agreement, of licenses at the administrative level (ii) the occurrence of adverse scenarios with a negative impact, such as the increase in construction costs or the decrease in the sale price.</p>
Type 2 – Sector Risk <p>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.</p>
Type 3 – Risk of default <p>The risk that the project promoter may be subject to bankruptcy and other events that affect the project or the project promoter and that result in the partial or total loss of the investment for the investors.</p> <p>Such risks may be caused by a variety of factors, including, but not limited to: (serious) change in macroeconomic circumstances, mismanagement, fraud, funding not being in line with the corporate purpose, failure to raise the funding, or lack of liquidity.</p>
Type 4 – Risk of lower than expected returns, delays or non-performance <p>The risk that the return will be lower than expected, will be delayed or that the project will default on the principal of the loan with interest.</p>
Type 5 – Risk of platform failure <p>The risk that the crowdfunding platform will not be able to provide its services, temporarily or permanently.</p>
Type 6 – Investment illiquidity risk <p>Investors will not have the ability to obtain liquidity from their investment until the completion of the project.</p>
Type 7 – Other risks <p>Risks that are, among others, beyond the control of the project promoter, such as political or regulatory risks.</p>

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

(a)	Total amount and type of loan: <p>(a) Name of the issuer: INTUR HUELVA INVERSIONES, S.L.</p> <p>(b) A fixed-rate loan is granted for a payment of the land by the developer in the development of a project of 106 homes, 110 parking spaces, 61 storage rooms and a commercial premises in Huelva, Huelva.</p> <p>(c) Loan amount: €1,285,000 for a term of 12 months with the possibility of full repayment in monthly windows from month 10.</p> <p>(d) Loan guarantee: Convertibility of the loan granted by Urbanitae's investors into the share capital of the accredited company, INTUR HUELVA INVERSIONES, S.L.</p>
(b)	Subscription Price <p>The total amount of the loan amounts to €1,285,000, with a minimum participation of €500 per investor.</p>
(c)	Whether subscription overdemand is accepted and how it is allocated <p>Not allowed.</p>
(d)	Subscription and payment conditions <p>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).</p>
(e)	Custody and delivery to investors of the funds associated with the loan <p>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.</p>
(f)	Information regarding the guarantee or security interest with which the investment is guaranteed: <p>(i) INTUR HUELVA INVERSIONES, S.L. is a Limited Company.</p> <p>(ii) Loan guarantee: Convertibility of the loan granted by Urbanitae's investors into the share capital of the accredited company, INTUR HUELVA INVERSIONES, S.L.</p>
(g)	Information regarding the firm commitment to repurchase the loan. <p>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.</p>

	Description of the repurchase agreement Not applicable. Time Period for Buyback Not applicable.
(h)	Interest rate and maturity information Interest rate: 10.00% per annum (calculated on the basis of ACT/360). 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: 12 months after the loan is granted with the possibility of total cancellation in monthly windows starting 10 months from the granting of the loan, without penalty. Applicable Performance: 10.00% per annum.

Part E: Information on the Conduit Entity

(a)	Is there a conduit entity between the project promoter and the investor? No
(b)	Contact details of the special purpose vehicle INTUR HUELVA INVERSIONES, S.L. (B-19.435.197), with registered office at Av. Italia, 3, Local, 21001 Huelva, Spain. It is registered in the Mercantile Registry of Huelva, Page H-0029212, IRUS electronic folio: 1000429605570. Web: https://intur.es/ Email address: info@intur.es

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: <ul style="list-style-type: none"> (a) Dividend rights: No (b) Voting rights: In the event of a substantial change in the conditions of the project, investors will have the right to express their vote at a Lenders' Meeting. (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: Not applicable (f) right to participate in the surplus in case of liquidation: Not applicable. (g) Refund rights: No (h) Conversion Rights: No (i) 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 12-month loan (with monthly windows of total repayment from month 10) of €1,285,000 at a fixed interest rate of 10.00% per annum.
(b)	The applicable interest rates or, where applicable, any other form of compensation to the investor Fixed interest rate of 10.00% per annum.

	<p>*Example of fixed-rate interest rate calculation:</p> $\text{Interest rate (\%)} = (\text{monthly payment}) \times 12 / \text{principal}$ $20,000 \times 12 / 300,000 = 0.08 = 8\%$
(c)	<p>Risk mitigation measures, especially if there are guarantors or providers of collateral or other types of guarantees</p> <p>Loan guarantee: Convertibility of the loan granted by Urbanitae's investors into the share capital of the accredited company, INTUR HUELVA INVERSIONES, S.L.</p>
(d)	<p>Principal repayment and interest payment schedule</p> <p>Bullet loan: Repayment of the principal and payment of interest at the end of the life of the loan.</p>
(e)	<p>Any breach of credit agreements by the project developer in the last five years</p> <p>According to the Developer, they have not occurred.</p>
(f)	<p>Loan management</p> <ul style="list-style-type: none"> - Developer: INTUR HUELVA INVERSIONES, S.L. - Tax Identification Number: B-19.435.197 - Fiscal Address: Av. Italia, 3, Local, 21001 Huelva, Spain - Social organization. Administrative body: Sole administrator: Alejandro Ruiz Mayal. - Description of the company and the plan of activities: According to the deed of incorporation, on September 13, 2024, before the notary Ms. Carmen Toledo Muñoz-Cobo, under number 4,791 of her protocol order, her main activity being that corresponding to CNAE number 4110. - Structure of the Share Capital: Limited Company (S.L.). Share capital: <ul style="list-style-type: none"> o Participation 1 to 750 (both inclusive): INTUR DESARROLLOS Y CONSTRUCCIÓN SOSTENIBLE, S.L. o Shares 751 to 1,275 (both inclusive): GENKIDAMA INVERSIONES, S.L. o Participation 1,276 to 1,800 (both inclusive): Mr. Cesareo Pajares Yedro o Shares 1,801 to 3,000 (both inclusive): PROMOCIONES INMOBILIARIAS VIRLUZ, 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)	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)	<p>Where and how to obtain free additional information about the crowdfunding project, the project promoter</p> <p>On the Platform's website. Within the published project in question, in the documentation section.</p>
(c)	<p>How and to whom the investor can address a complaint about the investment or about the conduct of the project promoter or crowdfunding service provider</p> <p>In the event of a claim about the investment, you can contact contacto@urbanitae.com by electronic correct.</p>

Annex I: Investment contract

FINANCING AGREEMENT

ON THE ONE HAND

URBANITAE REAL ESTATE PLATFORM, S.L., A COMPANY OF SPANISH NATIONALITY, WITH TAX IDENTIFICATION NUMBER B-88.393.962 and registered office at Calle Castelló, 23, primera planta, 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

INTUR HUELVA INVERSIONES, S.L., a Spanish company, with NIF B-19.435.197 and registered office at Avenida de Italia, 3, Local, C.P. 21001, Huelva (Huelva), as a developer registered on the Platform's website, (hereinafter, the "**Developer**").

Collectively, the Platform, the Investor and the Developer shall be referred to as the "**Parties**".

The Parties acknowledge that they have sufficient legal capacity to enter into this financing agreement (the "**Agreement**"), as well as the specific conditions established in the Annex to this Agreement (the "**Specific Conditions**") and, to this end,

THEY STATE

- 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, among others, is "*Real Estate Development*" (CNAE 4110)
- 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 development of a real estate development consisting of one hundred and six (106) homes, located in Huelva, Calle Cristóbal Gangoso, Sector Ensanche Sur, Plot MR-04 (2nd phase), C.P. 21001 Huelva, which will be developed on the registered property number 88,537, (the "**Property**"), registered in the Property Registry number 2 of Huelva (the "**Development**"), all based on a forecast of specific economic and temporal conditions (the "**Project**").
- V. That the Investor has expressed to the Platform its interest in participating in the Project by granting financing in favor 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.

STIPULATIONS

0. 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 business 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.

1. 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 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.

2. COMMITTED CONTRIBUTION

The Platform will publish on its website the total and aggregate monetary amount necessary for the Loan, which will be used for the proper development and execution of the Project (the "**Financing Objective**"), in order to be publicized among potential investors. For the purposes of the Contract, the Investor's **Committed Contribution** shall be understood as the specific amount that the Investor authorises and commits, through the Platform, to finance the Project, thereby contributing to achieving the Financing Objective.

Once the Financing Objective has been reached within the period established for the Project and, in any case, once the pre-contractual reflection period referred to in the previous section has elapsed, the Investor will be informed that their contribution will be transferred in favour of the Developer and to an account held by them as a Loan. which will be governed in any case by the terms and conditions established in this Agreement.

To this end, the Investor, by signing the Contract, grants through the Platform, an irrevocable mandate to it so that, in its name and on its behalf, once the Financing Objective is reached, the following actions are executed:

- (i) the corresponding transfer in favour of the Developer as a Loan for the amount of the Committed Contribution, once the Committed Guarantees are constituted, which will take place in a single act with the signing of the Loan Agreement;
- (ii) the formalisation, in the name and on behalf of the Investor, of the loan agreement to be signed with the Developer, which will be formalised in a private document, as well as the administration of the collections and payments derived 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
- (iii) 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 (ii) to execute and make use of the Pledged Guarantees – as defined below – in the event of the Developer's failure to comply with its payment obligations under the terms of this Agreement (including (a) the eventual assignment, by the Investors, of their 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 entrust 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 Contract, in accordance with the particularities described in the Project

published by the Platform on its website.

3. APPOINTMENT OF THE ADMINISTRATIVE BODY

The Developer's administrative body will take the form of one (1) sole director, Alejandro Ruiz Mayal (the "**Administrative Body**").

4. PROJECT DEVELOPMENT AND EXECUTION AND EXPENDITURE POLICY

Under the Financing Objective, the Investor authorises INTUR HUELVA INVERSIONES, S.L. to proceed with the refinancing of the existing charge on the Property for the subsequent development of the project identified in Exhibit IV for the price and with the limitations described on the Platform's website.

Likewise, the following expenses will be borne by the Developer under the Financing Objective: notary, registry and any other expenses directly related to the formalisation of the loan agreement or the constitution of the corresponding guarantees.

5. 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 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 favor of Investors. The formalization of additional indebtedness with banks intended for the execution of the Development, expressly provided for in the Project, is excluded from this prohibition.

6. 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: (i) will be limited to the execution, promotion and marketing of the Promotion in the manner described in the Project; (ii) the sale or commercialization of the real estate units that will make up the same 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.

7. INVESTOR REPORTING OBLIGATIONS

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

8. ADMINISTRATIVE BODY OF THE DEVELOPER. PERFORMANCE

The Parties agree that the Developer's Management Body, except with the prior consent of the Investors (in the manner indicated in clause 17 "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 Pledged 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.

9. REPRESENTATIONS AND WARRANTIES IN RELATION TO THE DEVELOPER

The Developer is a company of Spanish nationality, validly existing in accordance with Spanish law, constituted for an indefinite period in a deed authorized by the Notary of Huelva, Ms. Carmen Toledo Muñoz-Cobo, on September 13, 2024, under number 4,791 of its protocol order, registered in the Mercantile Registry of Huelva, on page H-00029212, IRUS electronic folio: 1000429605570.

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.

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

10.1. 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.

10.2. Destination and purpose of the Loan

The Developer undertakes to allocate the funds received from the Loan only 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 correct execution and marketing of the Promotion.

10.3. Accrual of interest. Interest Period.

The Developer undertakes to pay interest on the Loan in favour of the Investor at the interest rate 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 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 interest corresponding to the single Interest Period will be due on the maturity date of the same, 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.

10.4. 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.

10.5. Mandatory ordinary depreciation

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

10.6. Voluntary early repayment

The Developer may repay the total amount of the Loan in advance, regardless of whether or not it coincides with the end of the Interest Period and prior notice to the Platform of at least twenty (20) calendar days, only at the next time and in accordance with the following conditions:

- **From month 10 from the formalisation of the loan:** early repayment will include, together with the main object of repayment, all the interest that would have accrued up to the date of early repayment. The Developer will not pay any commission for early redemption.

10.7. Common Rules

The Developer's obligation to make payments to the Investor will be deemed to be satisfied when the Developer has sufficient funds to cover its payment obligation in the virtual account that the Developer holds on the Platform, and actually does so.

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 this Agreement for the early repayment of the same, or (ii) at the time they are due from the Investor in accordance with the provisions of this Agreement, by debiting these amounts into the corresponding account in the name of the Platform, 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.

10.8. Late payment 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.

Late payment 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.

10.9. Joint and independent nature of each Investor's Loan

The contractual position assumed by each Investor vis-à-vis the Developer in relation to their 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 and subject to the majority regime established in the Loan Agreement. binding the decision that may be adopted to all the Investors.

10.10. Obligations of the Developer

In relation to the Loan, the Developer undertakes to:

- Repay the principal of the Loan and make effective the other concepts at their expense for any reason (ordinary interest, late payment interest, Platform fees and expenses of any kind) on the dates and conditions agreed in the Particular Conditions.
- The Developer undertakes to provide the Platform with the information or documentation requested by the Platform on their financial situation, within a maximum period of fifteen (15) days from the request and, specifically, to provide documentary evidence that they are up to date with the payment of their respective tax obligations, with the Social Security and with their workers.
- The Developer undertakes to use the entire amount of the Loan for the purpose described in its Loan application and in this Agreement.
- 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 Contract.
- 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.

Unless expressly authorised by the Investors, the Developer undertakes (i) not to incur in additional debt to that derived from the Committed Investment that is not intended for the execution of the Promotion; (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 shall also apply to any guarantor, pledger or, in general, to any guarantor of the Loan.

10.11. Loan 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 foregoing, the Developer will grant the following Committed Guarantee, which will be granted 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.

10.12. Loan Convertibility Guarantee

The Developer, as a guarantee of the complete and timely performance of its Guaranteed Obligations, undertakes to convert the credit right derived from the Loan into shares or shares of the Developer.

The Loan Convertibility Guarantee will be referred to as the "**Committed Guarantee**".

For these purposes, 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 both Pledged Guarantees, all at the request of the Platform.

Finally, and in accordance with the provisions of this Agreement, the contractual position of the Investor in the Loan may be assigned to a third party previously determined by the Platform for the correct constitution and execution of the Pledged Guarantees.

10.13. 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 Pledged Guarantees subject to this Stipulation shall subsist and continue to produce full effects.

10.14. 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.

11. 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.

12. 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 and cancellation if applicable), modification and execution of the Committed Guarantees, including the payment of the stamp duty even in the event that the Developer is not the taxpayer of said tax.
- Appraisal costs of the mortgaged property.
- Management expenses for the processing of the settlement and registration/cancellation, if applicable, of the Guarantees.

13. CAUSES FOR TERMINATION

The Developer agrees that the Platform may, on behalf of the Investor, terminate the Contract 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, including cases where it 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 or any of its guarantors, if any: i) fail to comply with their financial information obligations or do not deposit, being legally obliged to do so, their annual accounts in the corresponding Mercantile Registry; ii) they are not up to date with the payment of their tax obligations, with the Social Security or with their workers; iii) they are delinquent to other creditors; (iv) suffer the seizure of their property, cause it to be lifted or liquidated it; (v) they are declared bankrupt or submit an application for voluntary bankruptcy or the application for their necessary bankruptcy is admitted for processing; (vi) fail to comply with their obligations to identify the beneficial owner if applicable; as well as; vii) in the event that they fail to comply with any other obligations arising from or linked to this 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 Guarantees are declared invalid or unenforceable for any reason, or the Platform has any reasonable reason to believe that all or part of such Committed Guarantees will not be able to guarantee the timely and complete payment of the Guaranteed Obligations, and the Developer has not submitted to the Platform a satisfactory and sufficient alternative guarantee that fully replaces the Committed Guarantees potentially unenforceable or invalid within fifteen (15) days from when reliably requested to do so by the Platform.

14. LEGAL CLAIM

In the event of non-compliance with the payment obligations arising from the Contract 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 Pledged 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.

15. 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.

16. VALIDITY OF THE CONTRACT 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 Contract 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 Contract will be void.

17. GENERAL PROVISIONS

The Platform will inform the other Parties of any modifications to the Contract that may occur as a result of changes in the applicable regulations or for any other objective reason or that are otherwise considered appropriate or convenient by the Platform. 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 Contract and the operations contemplated therein, including the constitution, modification, cancellation 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 Contract, unless otherwise established in this document.

For anything not provided for in this Contract, the provisions of the General Terms and Conditions of Contract 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 Contract electronically and the sending of any notifications to the e-mail address contacto@urbanitae.com, all in accordance with the regulations applicable for these purposes.

18. COMPLAINTS

The Platform has a Client Defence Regulation detailing the procedures for the submission of complaints and claims by the Investor and the procedures for resolving them. The Platform's Customer Service details through which complaints and claims will be resolved are as follows:

- Customer Service Manager: Ms. Rocío Ábalo Nogueira
- Email: sac.urbanitae@afincompliance.es
- Customer Service Phone: +34 91 791 44 28
- Postal address: C/Marqués de Villamejor, 5, 28006, Madrid

The Platform has the obligation to attend to and resolve complaints and claims submitted by the Investor by any means to this service within two months of their submission. At the end of this period, the Investor may go to the Complaints Service of the National Securities Market Commission.

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 106 homes, 61 storage rooms, 110 parking spaces and a commercial premises in the Ensanche Sur of Huelva.
Modality	Funding
Principal amount	1.285.000 €
Accredited	INTUR HUELVA INVERSIONES, S.L.
Purpose	Financing for the construction of 106 homes, 61 storage rooms, 110 parking spaces and a commercial premises in the Ensanche Sur of Huelva.
Term	12 months with a possible extension of an additional 6 months (which would cost 1% of the balance of the outstanding debt at that time, i.e. on c. €1,413,500).
Warranties	Convertibility of the loan into the shareholding of the company INTUR HUELVA INVERSIONES, S.L., with a percentage of participation in the capital equivalent to the principal + the interest pending payment of the loan made by Urbanitae.
Opening Committee	4.50% + VAT on the financing raised
Structuring Commission	0,0%
Interest rate	10.00% per year
Expenses	<ul style="list-style-type: none"> Expenses: notary and any other directly related to the formalisation of the loan agreement will be assumed by the Developer. The legal costs of structuring the transaction with a maximum of up to [€15,000], will be borne by the Developer.
Type of depreciation	Bullet (10-month Non-Call)
Late Payment Interest	9.5% per annum in addition to the agreed annual interest rate
Early Maturity	Early repayment: the total loan will be allowed to be repaid from month 10 onwards, paying only the interest corresponding to the months of duration of the loan.
Provisions	The loan includes a single drawdown, to be made at the time of signing the loan agreement, for an amount of €1,285,000.