

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 suitability of your experience and expertise may not have been assessed before you have access to this investment. By making this investment, you assume all 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 part or all of the money invested. Your investment is not covered by the 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.

It is not a savings product and we recommend that you do not invest 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 incur 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).

Part A: Information about PropCo and the project developer and the crowdfunding project

Pre-contractual cooling-off period for inexperienced investors

Inexperienced investors have a cooling-off period during which they can, at any time, revoke their investment offer or expression of interest in the crowdfunding offer at any time without having to justify their decision and without incurring 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 may exercise their right to revoke their investment by sending an email to contacto@urbanitae.com within a maximum period of 4 calendar days from the moment they made their investment.

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

Transaction Summary

Offer identifier (LEI code)	959800K55S1NFKM00759
Developer	KUVICA ASSET MANAGEMENT, S.L.
Project name	Madrid Project Vertice
Project identifier	959800K55S1NFKM0075900000684
Offer type	Debt Project: Urbanitae Investors Join via Loan
Total amount	€ 1,310,000
Deadline	May 31, 2026

Developer Information	
Corporate Name	KUVICA ASSET MANAGEMENT, S.L.
Tax ID number	B-22505366
Registered office	Calle Estocolmo 13, 28232, Las Rozas de Madrid (Madrid)
Board of Directors of the current company	Soles Administrators: Santiago Gilarranz Martin y Franco Costanzo
Description of the company and business plan	According to the Articles of Incorporation executed on May 27, 2025, before the Notary Public of Madrid, Ms. Cristina Caballería Martel, under her protocol number 2025/1635
Employees number	-
Number of projects previously financed on the platform	First project on the Platform through KUVICA ASSET MANAGEMENT, S.L.
Number of projects previously financed on the platform	<p>KUVICA ASSET MANAGEMENT, S.L. The SPV's share capital is €3,000, consisting of 3,000 shares numbered consecutively from 1 to 3,000, each with a par value of €1, distributed as follows:</p> <p>Santiago Gilarranz Martin: Owns shares 1 through 900, both inclusive, with a par value of €1 (€ 900) FRANGLA DESARROLLO INMOBILIARIO, S.L.: Owns shares 901 through 3,000, both inclusive, with a par value of €1 each (€2,100)</p>
Developer's Website Domain	https://www.urbanitae.com/

Loan Information	
Loan purpose	Senior loan intended for: (i) the refinancing of a bridge loan secured by a first-lien mortgage on a landplot, and (ii) part of the construction costs for the development of the three townhouses resulting from the subdivision of the main landplot located at Calle El Plantío 7, Pozuelo de Alarcón, Madrid.
Loan typology	Fixed Type
Amount requested	€ 1,310,000
Loan deadline	20 months with the option to extend for an additional 6 months at the end of the 20th month (20 + 6). Minimum return (make-whole) of 15 months
Interest rate	10.5% annual simple.
Urbanitae commission	58,950 € + VAT
TAE	20.60%
Amortization	Principal and interest – Bullet payment at the end of the loan term
Loan assignment	It is not permitted
Interest rate on late payment	1.5% per month, compounded monthly
Guarantees	<ul style="list-style-type: none"> ▪ First ranking mortgage on the registered properties corresponding to the three assets, with a mortgage liability of 140% of the principal amount of the loan. ▪ A first ranking pledge on the shares of the project's development company. In the event that the Project Manager formalizes 100% of the sales of the development prior to the signing of the Loan, a pledge agreement will be established on the shares of the Project's development company. <ul style="list-style-type: none"> ▪ First-ranking pledge on the Project's current accounts (without access to funds) held by the borrowing SPV. <ul style="list-style-type: none"> ▪ First-ranking pledge on the Project's VAT account. ▪ Cash sweep: Application of a cash sweep of 100% of the purchase price to be received upon signing the Deed, intended for the priority repayment of the principal and interest of the loan until its full repayment. ▪ Maintenance of the Collateral throughout the term of the loan and the prohibition on providing the same or better collateral in favor of other creditors. ▪ Equity Commitment Letter to guarantee the additional capital commitment in the amount of (i) €311,515 and (ii) the full amount up to €968,592 in the hypothetical event that the buyers withdraw and therefore fail to meet the capital calls set forth in the Purchase Agreement to invest in the Project's construction in the amount of €657,077. ▪ Any additional corporate loan must be subordinated to our debt. Prohibition on granting the same (or better) guarantees to any other creditor without the Lender's express consent ("Negative Pledge")

The project developer declares that, to the best of its knowledge, no data has been omitted and the information is not substantially misleading or inaccurate. The project developer is responsible for the preparation of this fundamental investment data sheet.

The project consists of the (i) refinancing of a bridge loan with a first-rank mortgage guarantee that encumbers an urbanized plot and (ii) part of the construction costs for the development of three semi-detached houses on three plots resulting from the segregation of the parent property in Calle El Plantío 7, Pozuelo de Alarcón, Madrid.

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: € 1,310,000
(b)	Deadline for reaching the target of funds to be borrowed: 30 days from the announcement
(c)	Information on the consequences if the target of funds borrowed is not reached within the deadline If the target of funds taken 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)	Maximum bid amount, if different from the minimum amount of funds referred to in point (a) No difference
(e)	Amount of own resources committed by the project manager in the crowdfunding project Equity manager € 936,478

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

Exposure of the main risks

Type 1 – Project Risk: Project Risks that may cause project failure include, but are not limited to, the following: (i) delays and/or cost overruns in project completion and (ii) deviations in the pace and/or price to market.

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 funding, or lack of liquidity.

Type 4 – Risk of underperformance, delay or non-performance: The risk that the performance will be lower than expected or that the project will default on the payment of principal or returns.

Type 5 – Platform failure risk: 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 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 negotiable securities and the instruments admitted for crowdfunding.

(a)	<p>Total amount and type of loan:</p> <p>a) Issuer name: KUVICA ASSET MANAGEMENT, S.L.</p> <p>b) A fixed-rate loan is granted for (i) the refinancing of a bridge loan with a first-rank mortgage guarantee that encumbrances an urbanized plot and (ii) part of the construction costs for the development of three semi-detached houses on three plots resulting from the segregation of the parent property in Calle El Plantío 7, Pozuelo de Alarcón, Madrid.</p> <p>c) The amount of the loan by investors is €1,310,000 for a total term of 20 months (with a possible additional 6-month extensions in the 20th month).</p>
(b)	<p>Subscription price: The amount of the negotiable securities amounts to €1,310,000 on the platform, with a share Minimum of €500 per investor.</p>
(c)	<p>If subscription overdemand is accepted and how it is allocated Overdemand is not accepted</p>
(d)	<p>Subscription and payment conditions: Access to the subscription and payment conditions can be consulted in the investment contract (Annex I) which is available within the project documentation section published in the platform.</p>
(e)	<p>Custody and delivery to investors of negotiable securities: The custody and delivery services to investors will be through LEMON WAY, registered in the Register of Entities of payment by the Bank of Spain (BdE), under the heading "Community payment institutions operating in Spain without establishment (art. 25 of Directive 2007/64/EC and art. 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)	<p>Information regarding the guarantee or security interest with which the investment is guaranteed: The provider of the security interest will be the legal entity KUVICA ASSET MANAGEMENT, S.L. The following guarantees are established:</p> <ul style="list-style-type: none"> (i) First rank mortgage on the registered properties corresponding to the 3 homes with a liability mortgage of 140% on the principal of the loan. (ii) First-rank pledge on the shares of the company promoting the Project. In the event that the Project Manager formalizes 100% of the sales of the development prior to signing the Loan, a pledge promise will be constituted on the shares of the company promoting the Project. (iii) First-rank pledge on the current accounts (without intervention of funds) of the Project in the borrowing SPV. (iv) First rank pledge on the VAT account of the Project. (v) Cash-sweep: Application of a cash sweep of 100% of the purchase amount to be received from the company. signing of the Deed, intended for the priority repayment of the principal and interest of the loan until its complete repayment. The cash sweep does not apply to the reserves or earnest money contributed by the purchasers of the Project, which are will be fully committed to the development of the Project. (vi) Maintenance of the Guarantees during the life of the loan and inability to grant the same or better guarantees in favor of other creditors. (vii) Equity Commitment Letter to secure additional capital commitment for amount of (i) € 311,515 and (ii) the entire amount up to € 968,592 in the hypothetical case in which there is a withdrawal of the buyers and therefore do not attend the capital calls set out in the contract of Purchase and sale to be invested in the work of the Project for an amount of € 657,077. (viii) Any additional corporate loans will need to be subordinated to our debt. (ix) Prohibition of granting the same (or better) guarantees to any other creditor without the express consent of the Lender ("Negative Pledge")
(g)	<p>Information regarding the firm commitment to repurchase the loan. There are no preconditions for the repurchase of the loan, in case a decision is necessary in this regard, it will be submitted to a Lenders' Board where all investors will have voting rights.</p>

(h)	<p>Interest rate and maturity information</p> <p>Annual interest rate, simple: 10.5%</p> <p>Date from which interest is payable: The start of the accrual of interest will be associated with the date of granting and Signing of the loan.</p> <p>Interest Payment Dates: Loan Due Date</p> <p>Maturity date: 20 months with the option of a 6-month extension period in month 20 (20 + 6), guaranteed minimum return (make-whole) equivalent to 15 months.</p> <p>Applicable yield: 10.5% per annum simple</p>
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Part E: Information on the Conduit Entity

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

Part F: Investor Rights

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

Part G: Loan-Related Communications

(a)	The nature, duration, and conditions of the loan: 20-month loan with option for a 6-month extension in month 20 (20 + 6), 15-month guaranteed minimum return (make-whole) equivalent to 15 months
(b)	The applicable interest rates or, where applicable, any other form of compensation to the investor: Fixed interest rate of 10.5% per annum <i>Example calculation of interest rate at fixed rate: Interest rate (%) = (monthly payment) x 12 / principal (20,000*12/300,000 = 0.08 = 8%)</i>
(c)	Risk mitigation measures, especially if there are guarantors or providers of collateral or other types of guarantees The provider of the security interest will be the legal entity KUVICA ASSET MANAGEMENT , S.L. The following guarantees are established: <ul style="list-style-type: none"> (ii) First-rank mortgage on the registered properties corresponding to the 3 homes with a mortgage liability of 140% on the principal of the loan. (iii) First-rank pledge on the shares of the company promoting the Project. In the event that the Project Manager formalises 100% of the sales of the development prior to the signing of the Loan, a pledge will be made on the shares of the company promoting the Project. (iv) First-rank pledge on the current accounts (without intervention of funds) of the Project in the borrowing SPV. (v) First rank pledge on the VAT account of the Project. (vi) Cash-sweep: Application of a cash sweep of 100% of the purchase amount to be received at the signing of the Deed, intended for the priority repayment of the principal and interest of the loan until its complete repayment. The cash sweep does not apply to the reserves or earnest money contributed by the purchasers of the Project, which will be fully committed to the development of the Project. (vii) Maintenance of the Guarantees during the life of the loan and impossibility of granting the same or better guarantees in favor of other creditors. (viii) Equity Commitment Letter to guarantee the additional capital commitment in the amount of (i) € 311,515 and (ii) the entire amount up to € 968,592 in the hypothetical case in which there is a withdrawal of the buyers and therefore they do not attend the capital calls set out in the Purchase Agreement to invest in the work of the Project for an amount of € 657,077. (ix) Any additional corporate loans will need to be subordinated to our debt. (x) Prohibition of granting the same (or better) guarantees to any other creditor without the express consent of the Lender ("Negative Pledge")
(d)	Principal repayment and interest payment schedule: Principal and interest – 'Bullet', at maturity 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 <ul style="list-style-type: none"> - PropCo: KUVICA ASSET MANAGEMENT, S.L. - Tax Identification Number: B-22505366 - Current Tax Address Calle Estocolmo 13, Las Rozas de Madrid (Madrid) - Social Organization: Joint and several administrators: Santiago Gilarranz Martín and Franco Costanzo

	<ul style="list-style-type: none"> - Description of the company and the business plan: Its main activity is the construction of residential buildings - Structure of the Share Capital: Sociedad Limitada (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.
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Part H: Fees, Information and Remedies

(a)	Fees and costs borne by the investor in relation to investments (including administrative costs resulting from the sale of eligible crowdfunding instruments): €0
(b)	Where and how to obtain free additional information on the crowdfunding project, the project developer and, where applicable, the instrumental entity: 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 complaint about the investment, you can contact contacto@urbanitae.com by e-mail .

ANNEX I: FINANCING CONTRACT

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, 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**");

ON THE OTHER HAND

KUVICA ASSET MANAGEMENT, S.L., domiciled at Calle Estocolmo número 13, Las Rozas De Madrid 28232, Madrid. It has N.I.F. number B-22505366 and is registered in the Mercantile Registry of Madrid, with Page M-839156, IRUS1000450723551. Their representation and powers have been conferred on Santiago Gilarranz Marín and Franco Costanzo in their capacity as Joint and Several Administrators, a position that was conferred according to the Deed of Incorporation granted by the notary of Madrid, Ms. Cristina Cabellería Martel, on May 27, 2025 under protocol number 2025/1635 (The "SPV" or the "Borrower").

Jointly, the Platform and the VPP 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 set out in **Annex I** of 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 promoters.
- 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 **KUVICA ASSET MANAGEMENT, S.L.** It is a limited liability company whose corporate purpose is, among others, real estate activities, holiday rentals, tourist accommodation and 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 **KUVICA ASSET MANAGEMENT, S.L.** for (i) the refinancing of an existing loan with a first-rank mortgage guarantee that encumbers an urbanized plot and (ii) part of the construction costs for the development of three semi-detached houses on three plots resulting from the segregation of the parent property in Calle El Plantío 7, Pozuelo de Alarcón, Madrid. This real estate project is attached hereto as **Annex II** (the "**Project**").
- V. That the Investor has expressed to the Platform its interest in participating in the Project by granting financing in favour of **KUVICA ASSET MANAGEMENT, S.L.** in the form of granting 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 that acts in its name and representation in the terms that will be stated below, without the Platform acting as an Investor or Promoter in relation to it in any case.

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 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.

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 **KUVICA ASSET MANAGEMENT, S.L.**; (ii) the relations between the Parties as well as the relations between the Investors in their capacity as lenders of **KUVICA ASSET MANAGEMENT, S.L.**; (iii) the principles of action of **KUVICA ASSET MANAGEMENT, S.L.** in relation to the Project; and (iv) the rules to which the management of **KUVICA ASSET MANAGEMENT, S.L.** must conform through their corresponding Administrative Bodies, as this term is defined later.

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.

"**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.

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 **KUVICA ASSET MANAGEMENT, S.L.** and to an account owned by them as a Loan, which will be governed in all cases 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 **KUVICA ASSET MANAGEMENT, S.L.** as a Loan for the amount of the Committed Contribution, once the Committed Guarantees are constituted, which will take place in the order of disposition that will be agreed by the Parties;
- (ii) the formalisation, in the name and on behalf of the Investor, of the loan agreement to be signed with **KUVICA ASSET MANAGEMENT, S.L.**, 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 all public and private documents that may be necessary, convenient or appropriate for the purposes (i) of the correct granting, execution and documentation of the Loan, as well as

and (ii) to execute and make use of the Pledged Guarantees – as defined below – in the event of a breach by **KUVICA ASSET MANAGEMENT, S.L.** of their 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 favor of a third party previously determined by the Platform, or (b) the intervention of the Platform in its own name and on behalf of the Investors, to carry out or commission a third party to carry out, any action relating to the claim of any payment, or the creation or enforcement of any security for 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 **KUVICA ASSET MANAGEMENT, S.L.** 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 administrative body **KUVICA ASSET MANAGEMENT, S.L.** it takes the form of **Joint Administrators**, a position held by Santiago Gilarranz Marín and Franco Costanzo.

The above administrative bodies will be individually referred to as the "**Administrative Body**".

4. SPENDING POLICY

Under the Financing Objective, the Investor authorises **KUVICA ASSET MANAGEMENT, S.L.** to proceed with the construction and commercialization of the project for the price and with the limitations described on the Platform's website.

Likewise, the following expenses will be borne by **KUVICA ASSET MANAGEMENT, S.L.** charged to the Financing Objective: notary, registry and any other expenses directly related to the formalisation of the loan agreement or constitution of the corresponding guarantees.

5. PROHIBITION OF DISTRIBUTIONS BY KUVICA ASSET MANAGEMENT, S.L.

KUVICA ASSET MANAGEMENT, S.L. 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 Interests in favour of Investors.

6. PRINCIPLES OF ACTION OF KUVICA ASSET MANAGEMENT, S.L.

KUVICA ASSET MANAGEMENT, S.L. the Investors are obliged to ensure that the Financing Objective is used exclusively for the purpose provided for in this Agreement.

7. INVESTOR REPORTING OBLIGATIONS

The Platform undertakes to provide the Investor with information in relation to their investment, 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 provided for in Article 23.8 of Regulation (EU) 2020/1503, will immediately inform the Investor of any substantial 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.

8. REGIME OF ACTION OF THE ADMINISTRATIVE BODY OF KUVICA ASSET MANAGEMENT, S.L.

The Parties agree that the Board of Directors of **KUVICA ASSET MANAGEMENT, S.L.** except with the prior consent of the Investors (as indicated in clause 17 "General Provisions"), in no case may it take any of the following actions: (i) approval of additional expenses under the Funding 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 to prevent the correct execution of the Pledged Guarantees in the event of non-compliance, by **KUVICA ASSET MANAGEMENT, S.L.**, of the obligations contracted under the terms of this Agreement, and in the contract in which the Loans are documented, if any.

9. REPRESENTATIONS AND WARRANTIES IN RELATION TO KUVICA ASSET MANAGEMENT, S.L.

KUVICA ASSET MANAGEMENT, S.L. is a company of Spanish nationality, validly existing in accordance with Spanish legislation, constituted for an indefinite period in a deed authorized by the Notary, Ms. Cristina Caballería Martel, as of 27 May 2025, under the number of her protocol 2025/1635, registered in the Mercantile Registry of Madrid with Sheet M-839156, IRUS 1000450723551.

In addition, **KUVICA ASSET MANAGEMENT, S.L.** declares that in no case will expenses, costs or damages arising from activities other than those provided for in Stipulation 4 be borne under the Financing Objective.

10. GRANTING OF A LOAN IN FAVOUR OF KUVICA ASSET MANAGEMENT, S.L. GENERAL CONDITIONS

10.1. Loan

The Committed Contribution intended for the granting of the Loan in favour of **KUVICA ASSET MANAGEMENT, S.L.** shall be governed by the terms and conditions established in this Agreement and in the Particular Conditions that are annexed to this document as **Annex I**.

The Loan granted by the Investor is in the nature of a **financing product**, the return of which depends exclusively on the capacity of **KUVICA ASSET MANAGEMENT, S.L.**, in its capacity as borrower, to meet its obligation to repay accrued interest 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 **KUVICA ASSET MANAGEMENT, S.L.** by the Investor, represented by the Platform in accordance with the irrevocable mandate granted in Stipulation 2 above, in a private document.

10.2. Destination and purpose of the Loan

KUVICA ASSET MANAGEMENT, S.L. undertakes to allocate the funds received from the Single Loan and

exclusively as indicated in this Agreement and, in particular, in accordance with the provisions of Stipulation 4 above.

The Loan shall be deemed to have been granted at the time of the provision of the Loans to **KUVICA ASSET MANAGEMENT, S.L.** once the Condition Precedent has been fulfilled, and **KUVICA ASSET MANAGEMENT, S.L.** obliged to reimburse 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.

KUVICA ASSET MANAGEMENT, S.L. 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 to comply with the Financing Objective.

10.3. Accrual of interest. Interest Period.

KUVICA ASSET MANAGEMENT, S.L. 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 Specific 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 10.2 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 **KUVICA ASSET MANAGEMENT, S.L.** by reason of 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 Investors, shall be deemed to require the agreement of a Majority of Investors, unless otherwise indicated.

10.5. Mandatory ordinary depreciation

KUVICA ASSET MANAGEMENT, S.L. must 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

KUVICA ASSET MANAGEMENT, S.L. 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. 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 15, must in any case include the amount of interest accrued in that period of time. **KUVICA ASSET MANAGEMENT, S.L.** You will not pay any commission for early repayment.

10.7. Common Rules

The obligation of **KUVICA ASSET MANAGEMENT, S.L.** payments to the Investor will be considered satisfied when **KUVICA ASSET MANAGEMENT, S.L.** has sufficient funds to cover your payment obligation in the virtual account that **KUVICA ASSET MANAGEMENT, S.L.** available on the Platform, and indeed does so.

KUVICA ASSET MANAGEMENT, S.L. It has the obligation to make and settle the withholdings from capital income that current tax legislation requires it to make at any 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. **KUVICA ASSET MANAGEMENT, S.L.** It is obliged 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 interest and expenses borne by **KUVICA ASSET MANAGEMENT, S.L.**, 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 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 **KUVICA ASSET MANAGEMENT, S.L.** 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 being subject, where appropriate, to the majority regime established in the Loan Agreement, binding the decision that may be adopted to all the Investors.

10.10. Obligations of KUVICA ASSET MANAGEMENT, S.L.

In relation to the Loan, **KUVICA ASSET MANAGEMENT, S.L.** It is obligated 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.
- **KUVICA ASSET MANAGEMENT, S.L.** they are obliged 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.
- **KUVICA ASSET MANAGEMENT, S.L.** you agree to use the entire amount of the Loan for the purpose described in your 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.
- **KUVICA ASSET MANAGEMENT, S.L.** 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, **KUVICA ASSET MANAGEMENT, S.L.** 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, **KUVICA ASSET MANAGEMENT, S.L.** 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 make up the Development and in order to proceed with their effective transfer.

The information and authorisation obligations for the performance of document controls provided for in this clause for **KUVICA ASSET MANAGEMENT, S.L.** they will be equally applicable to any guarantor, pledger or, in general, to any guarantor of the Loan.

10.11. Loan Guarantees

KUVICA ASSET MANAGEMENT, S.L. is responsible for the complete and timely fulfillment of the obligations assumed under this Agreement and the Loan Agreement (the "**Secured 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 above, **KUVICA ASSET MANAGEMENT, S.L.** will grant the following Committed Guarantees, 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 **KUVICA ASSET MANAGEMENT, S.L.** under the terms provided in this Agreement:

- First-rank mortgage on the registered properties corresponding to the 3 homes with a mortgage liability of 140% on the principal of the loan.
- First-rank pledge on the shares of the company promoting the Project. In the event that the Project Manager formalises 100% of the sales of the development prior to the signing of the Loan, a pledge will be made on the shares of the company promoting the Project.
- First-rank pledge on the current accounts (without intervention of funds) of the Project in the borrowing SPV.
- First rank pledge on the VAT account of the Project.
- Cash-sweep: Application of a cash sweep of 100% of the purchase amount to be received at the signing of the Deed, intended for the priority repayment of the principal and interest of the loan until its complete repayment. The cash sweep does not apply to the reserves or earnest money contributed by the purchasers of the Project, which will be fully committed to the development of the Project.

- Maintenance of the Guarantees during the life of the loan and impossibility of granting the same or better guarantees in favor of other creditors.
- Equity Commitment Letter to guarantee the additional capital commitment in the amount of (i) € 311,515 or (ii) the entire amount up to € 968,592 in the hypothetical case in which there is a withdrawal by the buyers and therefore they do not attend the capital calls set out in the Purchase Agreement to invest in the work of the Project for an amount of € 657,077.
- Any additional corporate loans will need to be subordinated to our debt.
- Prohibition of granting the same (or better) guarantees to any other creditor without the express consent of the Lender ("Negative Pledge")

10.12. First Range Real Estate Mortgage

KUVICA ASSET MANAGEMENT, S.L., as a guarantee of the complete and punctual fulfillment of its Guaranteed Obligations, undertakes to grant a real estate mortgage right of first rank over the following registered property:

- Registered property number 83,915 6 registered in the Property Registry of Madrid No. 25 (0 on which the Development will be executed in the terms described in **Exhibit IV** above (the "**Mortgage**"). **KUVICA ASSET MANAGEMENT, S.L.** declares that the property in question does not present any charges or encumbrances beyond the existing loan that will be refinanced through the Urbanitae loan.

For the purposes of the constitution and execution, where applicable, of the guarantees indicated in point 10.11 and in this point 10.12 (the "**Committed Guarantees**"), the Investor subscribes in unity of act, and indissoluble with this Agreement, the mandate agreement attached as **Annex III**, in favor of the corresponding Guarantee Agent as this term is defined in said mandate agreement.

To this end, without prejudice to the irrevocable mandate granted by the Investor in favour of the Platform by virtue of Stipulation 2 above, the Investor undertakes to execute as many public and private documents, of any kind, as may be necessary, relevant or convenient for the proper 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 notification to **KUVICA ASSET MANAGEMENT, S.L.** 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 **KUVICA ASSET MANAGEMENT, S.L.** does not meet the repayment of the Loan in the terms and conditions foreseen, the Investor assumes in any case the risk of default and acknowledges that he will have recourse against the assets of **KUVICA ASSET MANAGEMENT, S.L.**

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 accrued in favour of the Platform and by KUVICA ASSET MANAGEMENT, S.L.:**

- **Project fee:** Once the financing campaign has ended, **KUVICA ASSET MANAGEMENT, S.L.** must pay the Platform the commission per project indicated in the Particular 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 commission per project of each Loan will be deducted only once from the total funds of the Loan before the funds are made available to **KUVICA ASSET MANAGEMENT, S.L.**
- Any **other fees or expenses attributable to KUVICA ASSET MANAGEMENT, S.L.** by the Platform or any Debt Collection Agency contracted by the Platform in relation to the Loans, such as, but not limited to, investigation costs, 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 costs incurred by obtaining the reports necessary for its granting, Claim, investigation of assets or their charges, collection management, registry consultations, obtaining notary certificates and requirements by notary, postal, telegraphic, burofax or similar means, as well as any other justifiable external expense that occurs until the regularization of any overdue debtor position.

Likewise, the following will be borne by **KUVICA ASSET MANAGEMENT, S.L.:**

- Any other expenses and taxes derived from the execution of this contract, as well as from the constitution (registration and cancellation where applicable), modification and execution of the Committed Guarantees, including the payment of stamp duty even in the event that it is not **KUVICA ASSET MANAGEMENT, S.L.** the taxpayer of said tax.
- Warranty Agent Fees.
- Appraisal costs of mortgaged properties.
- Management expenses for the processing of the settlement and registration/cancellation, if applicable, of the Guarantees.

13. CAUSES FOR TERMINATION

KUVICA ASSET MANAGEMENT, S.L. agrees that the Platform may, on behalf of the Investor, terminate the Contract and seek full reimbursement of amounts due in connection therewith, if:

- **KUVICA ASSET MANAGEMENT, S.L.** fails to make a payment or only partially pays an amount due under this Agreement;
- **KUVICA ASSET MANAGEMENT, S.L.** provides 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 solvency rating that the Platform has assigned to **KUVICA ASSET MANAGEMENT, S.L.;**
- **KUVICA ASSET MANAGEMENT, S.L.** or any of its guarantors, if any: i) fail to comply with their obligations of economic information 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.
- **KUVICA ASSET MANAGEMENT, S.L.** gives the Loan a purpose different from that described in the application by virtue of which it was granted;
- **KUVICA ASSET MANAGEMENT, S.L.** has breached the terms of any loan or credit agreement to which it is a party (including those that have not been managed through the Platform) and, in addition, **KUVICA ASSET MANAGEMENT, S.L.** has been required the advance payment of the same for non-compliance or the Platform has reasonable grounds to believe that, as a result of this: (i) **KUVICA ASSET MANAGEMENT, S.L.** it may also imminently breach the terms of this Agreement, or (ii) any of the causes for termination of this Agreement indicated in this Stipulation may occur;
- In the event that all or part of the Pledged Guarantees are declared invalid or unenforceable by a court ruling and **KUVICA ASSET MANAGEMENT, S.L.** 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 from the date of being 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, being applicable. of 11 July, on distance marketing of financial services for consumers.

It is the responsibility of **KUVICA ASSET MANAGEMENT, S.L.** to reliably communicate any change in the contact details indicated, and until such change is not communicated to the Platform properly, 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 applicable regulations that may entail modifications to the Contract, as well as any other modification that should be made for any objective reason, and the changes to be made to the Contract must be previously agreed by the Platform and **KUVICA ASSET MANAGEMENT, S.L.** Such modifications will be understood to be accepted by the Investor, if the Investor does not express his opposition in writing within 15 calendar days.

Any other modification of the Agreement requires the express agreement of all the Parties.

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 **KUVICA ASSET MANAGEMENT, S.L.**

The Platform, **KUVICA ASSET MANAGEMENT, S.L.** and the Investors may not assign the rights and obligations arising thereto from the Agreement, except as otherwise set forth herein.

For anything not provided for in this Agreement, the provisions of the General Terms and Conditions available on the www.urbanitae.com website will apply to the Investor, which the Investor 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 contacto@urbanitae.com email address, all in accordance with the applicable regulations for this purpose.

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 I

SPECIFIC FINANCING CONDITIONS

Operation	Senior loan intended for: (i) the refinancing of an existing loan with a first-rank mortgage guarantee that encumbers an urbanized plot and (ii) part of the construction costs for the development of three semi-detached homes on three plots resulting from the segregation of the parent property in Calle El Plantío 7, Pozuelo de Alarcón, Madrid.
Modality	Mortgage Loan
Principal amount	Total Loan: 2.300.000€ Tranche A: 1.310.000 € Tranche B: 990.000 €
Accredited	KUVICA ASSET MANAGEMENT, S.L.
Purpose / Use of funds	The use of loan funds will be used to: <ul style="list-style-type: none">• € 1,000,000 allocated entirely to the refinancing of the existing mortgage loan.• € 140,625 for the settlement of the interest on the existing mortgage loan.• € 169,375 for structuring costs of Tranche A (including VAT).• € 556,968 allocated entirely to the construction costs of the project.• € 329,013 allocated entirely to the general costs of the project.• € 104,069 for structuring costs of Tranche B (including VAT).
Term	20 months with the option of an extension of 6 additional months until the 26th month (20+6).
Warranties	<ul style="list-style-type: none">• First-rank mortgage on the registered properties corresponding to the 3 homes with a mortgage liability of 140% on the principal of the loan.• First-rank pledge on the shares of the company promoting the Project. In the event that the Project Manager formalises 100% of the sales of the development prior to the signing of the Loan, a pledge will be made on the shares of the company promoting the Project.• First-rank pledge on the current accounts (without intervention of funds) of the Project in the borrowing SPV.• First rank pledge on the VAT account of the Project.• Cash-sweep: Application of a cash sweep of 100% of the purchase amount to be received at the signing of the Deed, intended for the priority repayment of the principal and interest of the loan until its complete repayment. The cash sweep does not apply to the reserves or earnest money contributed by the purchasers of the Project, which will be fully committed to the development of the Project.• Maintenance of the Guarantees during the life of the loan and impossibility of granting the same or better guarantees in favor of other creditors.• Equity Commitment Letter to guarantee the additional capital commitment in the amount of (i) € 311,515 and (ii) the entire

amount up to € 968,592 in the hypothetical case in which there is a withdrawal of the buyers and therefore they do not attend the capital calls set out in the Purchase Agreement to invest in the work of the Project for an amount of € 657,077.

- Any additional corporate loans will need to be subordinated to our debt.
- Prohibition of granting the same (or better) guarantees to any other creditor without the express consent of the Lender ("Negative Pledge")

Structuring Commission	4.5% on the financing raised (total gross loan amount) + VAT
Extension Commission	1.0% + VAT on the outstanding balance of the Loan (principal + ordinary interest accrued on the extension date)
Interest rate (Tranche A)	10.5% per annum simple
Minimum interest duration (make-whole)	15 months interest and fees
Expenses	The notary, registry and any other expenses directly related to the formalisation of the loan agreement – including VAT on structuring costs – will be borne by the SPV from the Loan
Type of depreciation	Principal and interest – 'Bullet', at maturity of the loan
Non-Payment Fee	2,0%
Late Payment Interest	1.5% per month with monthly compounding.
Early Maturity	<p>Early Maturity Clauses: The occurrence of any early redemption events for these types of transactions, including, without limitation:</p> <ul style="list-style-type: none"> • Non-payment. • Impossibility of registering the mortgage in the 3 months following the closing of the Transaction. • If the Borrower has not contributed or does not provide the agreed Equity. • If the Borrower reliably falsifies compliance with the Loan Precedent Conditions or Tranche B Precedent Conditions. • If the Borrower does not start the works within 2 months of signing the Loan Agreement and therefore does not receive 10% corresponding to the sale price of the units sold, according to the purchase contract. • Bankruptcy proceedings. • Existence of mortgage charges or any charge not previously reported. • Non-payment of taxes, fees, contributions, etc. on the asset. • Illegality. • Change of control. • In the event that any of the statements made by the Borrower are false. • Issuance of an unfavorable report by the Project Monitor (PM): Only the detection of serious and substantial breaches (embezzlement, willful

misconduct or manifest negligence) that compromise the viability of the Project will be cause for expiration. Minor technical discrepancies on the degree of progress or certifications of work are specifically excluded. In the event of an unfavourable report, the Borrower will have 15 calendar days to rectify it or to provide a contrast report at its own expense, the deadline being subject to a process of technical mediation or binding resolution between the parties.

- Improper application of funds: The maturity will be activated exclusively by the use of the financing of the Project for purposes unrelated to its development. Adjustments between internal budget items are authorized provided that they are necessary for the execution of the work and do not significantly alter the Business Plan.
- Unauthorized cash outflows: The making of any cash outflow from the borrowing corporate vehicle without the prior express written authorization of Urbanitae.

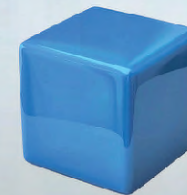
Provisions

- The part of the loan intended to finance the construction works will be disbursed through monthly disbursements, after validation of the Project Monitoring. Such validation will be carried out against work certifications issued, and must have the express approval of Project Monitoring as a prior and essential condition for each disbursement.
 - The Promoter must submit the request for disposal at least ten (10) business days before the date scheduled for the corresponding disbursement.
-

Exclusivity

July 15, 2026


ANNEX II
The Project



Kuvica
arquitectura y construcción

RESIDENCIAL PLANTÍO

3 VIVIENDAS UNIFAMILIARES CON JARDÍN Y PISCINA

 Pozuelo de Alarcón. Madrid

GRUPO FRANGLA

Somos un **equipo de profesionales** en el sector inmobiliario, Especializados en construir y promover vivienda en toda la **península Ibérica**. Viviendas modernas de excelente localización, con espacios comunes abiertos y todos los avances tecnológicos que la actualidad exige, en un entorno de seguridad y calidad de vida.

GRUPO FRANGLA aplicamos toda nuestra experiencia y saber hacer en **construir hogares** modernos con visión de futuro, incorporando la tecnología más avanzada que exige este sector.

Controlamos todas las **áreas de gestión** de la acción **inmobiliaria** para conseguir resultados óptimos y adaptados a los requerimientos del cliente. Desarrollamos proyectos de construcción innovadores y acordes al entorno económico, social y medioambiental.

Nuestra profesionalidad, seriedad y compromiso con el cliente son los principios que caracterizan nuestra forma de trabajar, asesorando a las familias en todo el proceso que requieren cuando están confeccionando su hogar.



RESIDENCIAL PLANTÍO

Residencial Plantío le ofrece la **oportunidad** de formar parte del selecto grupo de propietarios de una vivienda de lujo en **Pozuelo de Alarcón**, una de las zonas residenciales **más prestigiosas** de Madrid.

Junto a zonas comerciales y de ocio, y perfectamente comunicada con el centro de la capital a través de las **estaciones RENFE** Cercanías de Pozuelo y Aravaca y a la A-6 y M-40.



Se proyectan **3 Viviendas únicas llenas de luz**, confort y calidad con jardín privado y piscina individual en parcelas individuales de 260m² a 275m² y unas superficies construidas de vivienda desde 297m² hasta 322m², repartidas en una planta bajo rasante, dos plantas sobre rasante y un bajocubierta.






Viviendas con personalidad propia, con un diseño vanguardista y funcional en el que se han cuidado todos los detalles.

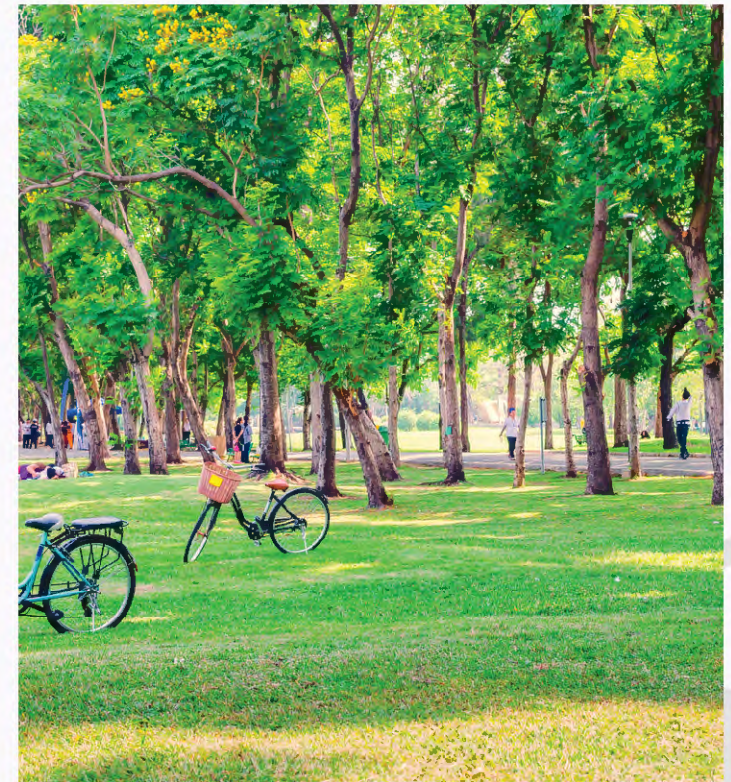


UBICACIÓN

Situado en el municipio de **Pozuelo de Alarcón**, **Residencial Plantío** le permite vivir en un **entorno saludable**, rodeado de grandes avenidas, espacio verdes y parques urbanos, a escasos 8km del centro de Madrid y perfectamente comunicado con la A-6 y las vías de circunvalación M-30, M-40 y M-50, así como a transporte público con una amplia red de autobuses interurbanos y hasta tres paradas de cercanías en un área **próxima a la zona**.

DESPLAZAMIENTOS

-  Salida A-6 M-30 M-40: a 4'
-  Plaza Castilla: a 20'
-  Aeropuerto: a 25'
-  Aravaca: a 15'
-  Pozuelo Estación: a 10'



LA PARCELA SE LOCALIZA EN EL CORAZÓN DE POZUELO, Y MUY PRÓXIMO AL LÍMITE DEL MUNICIPIO CON ARAVACA.

Se trata de una **zona residencial** muy consolidada y bien comunicada gracias a la proximidad de autobuses y estaciones de cercanías, donde podrá disfrutar de una amplia oferta de servicios por su proximidad a **colegios, polideportivos, supermercados, parques y ocio**, sin renunciar a la tranquilidad de una de las zonas residenciales más **prestigiosas** y exclusivas de la **Comunidad de Madrid**.



VISTA FACHADA PRINCIPAL



FACHADA JARDÍN: PRIVACIDAD Y VISTAS

Viviendas con personalidad propia, con un diseño vanguardista y funcional en el que se han cuidado todos los detalles.



VIVIENDA Y PLANTA DE ACCESO

	SUPERFICIES ÚTILES		TOTAL: 234,60
	INTERIOR	EXTERIOR	
VESTÍBULO	10,50		
COCINA	14,40		
ASEO	2,30		
ESCALERA	3,65		
DESPACHO	8,25		
SALÓN-COMEDOR	37,00		
TERRAZA		40,50	
JARDÍN		49,20	
PISCINA		30,30	
ACCESO PEATONAL		6,75	
PORCHE ACCESO		6,50	
GARAJE EXTERIOR		25,25	

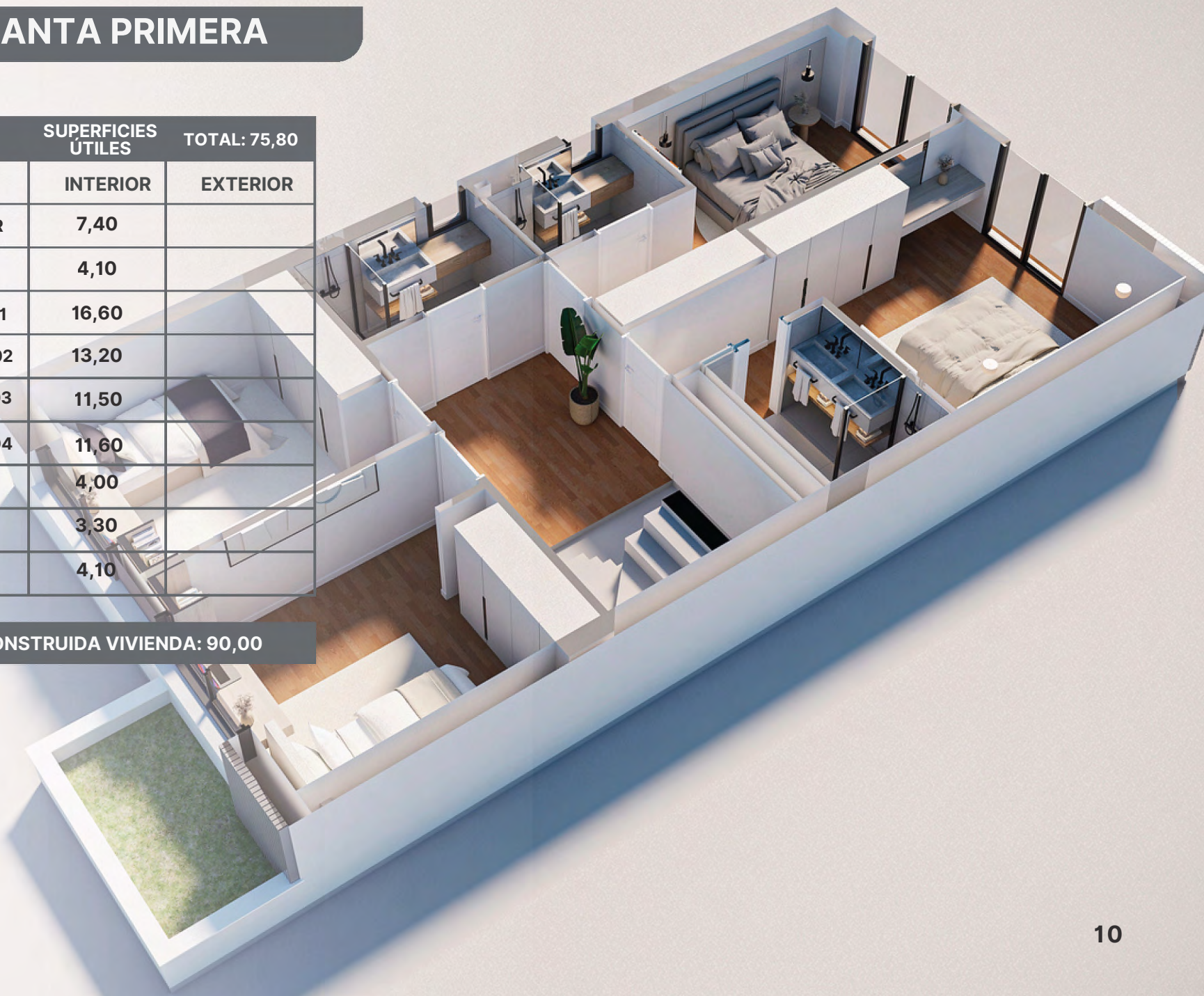
TOTAL SUPERFICIE CONSTRUIDA VIVIENDA: 270,7



VIVIENDA 1 PLANTA PRIMERA

	SUPERFICIES ÚTILES		TOTAL: 75,80
	INTERIOR	EXTERIOR	
 DISTRIBUIDOR	7,40		
 ESCALERA	4,10		
 DORMITORIO 01	16,60		
 DORMITORIO 02	13,20		
 DORMITORIO 03	11,50		
 DORMITORIO 04	11,60		
 BAÑO 01	4,00		
 BAÑO 02	3,30		
 BAÑO 03	4,10		

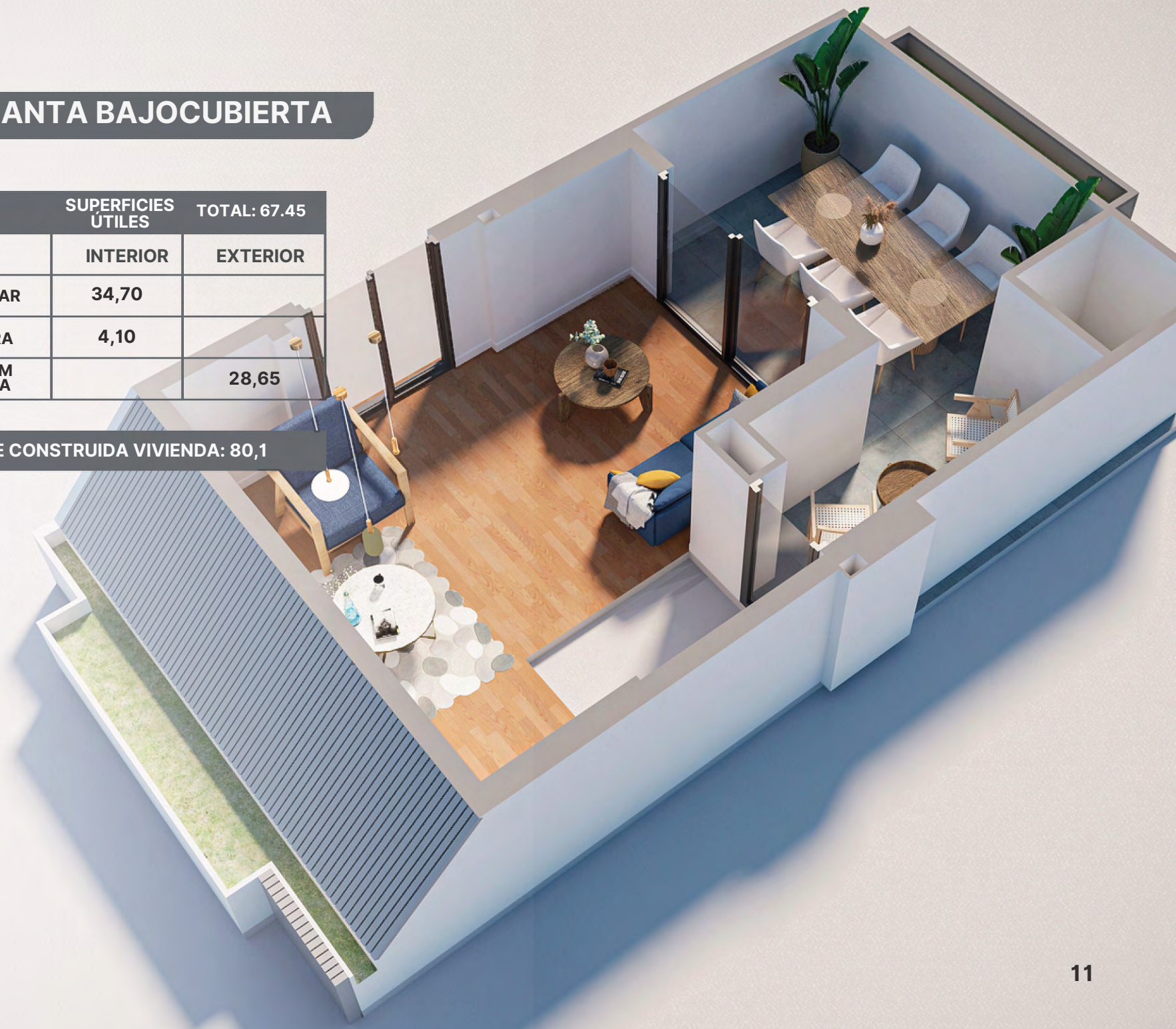
TOTAL SUPERFICIE CONSTRUIDA VIVIENDA: 90,00



VIVIENDA 1 PLANTA BAJOCUBIERTA

	SUPERFICIES ÚTILES		TOTAL: 67,45
		INTERIOR	EXTERIOR
	SALA ESTAR	34,70	
	ESCALERA	4,10	
	SOLARIUM CUBIERTA		28,65

TOTAL SUPERFICIE CONSTRUIDA VIVIENDA: 80,1



PLANTA SÓTANO











	SUPERFICIES ÚTILES	
	INTERIOR	EXTERIOR
DISTRIBUIDOR	7,35	
ESCALERA	3,90	
ALMACÉN	1,50	
BAÑO	2,50	
BODEGA	10,70	
INSTALACIONES	9,40	
OFICIO LAVANDERÍA	10,00	
SALA DE JUEGOS	38,00	
PATIO INGLÉS 1		8,25
PORCHE ACCESO		3,00

TOTAL: 94,6

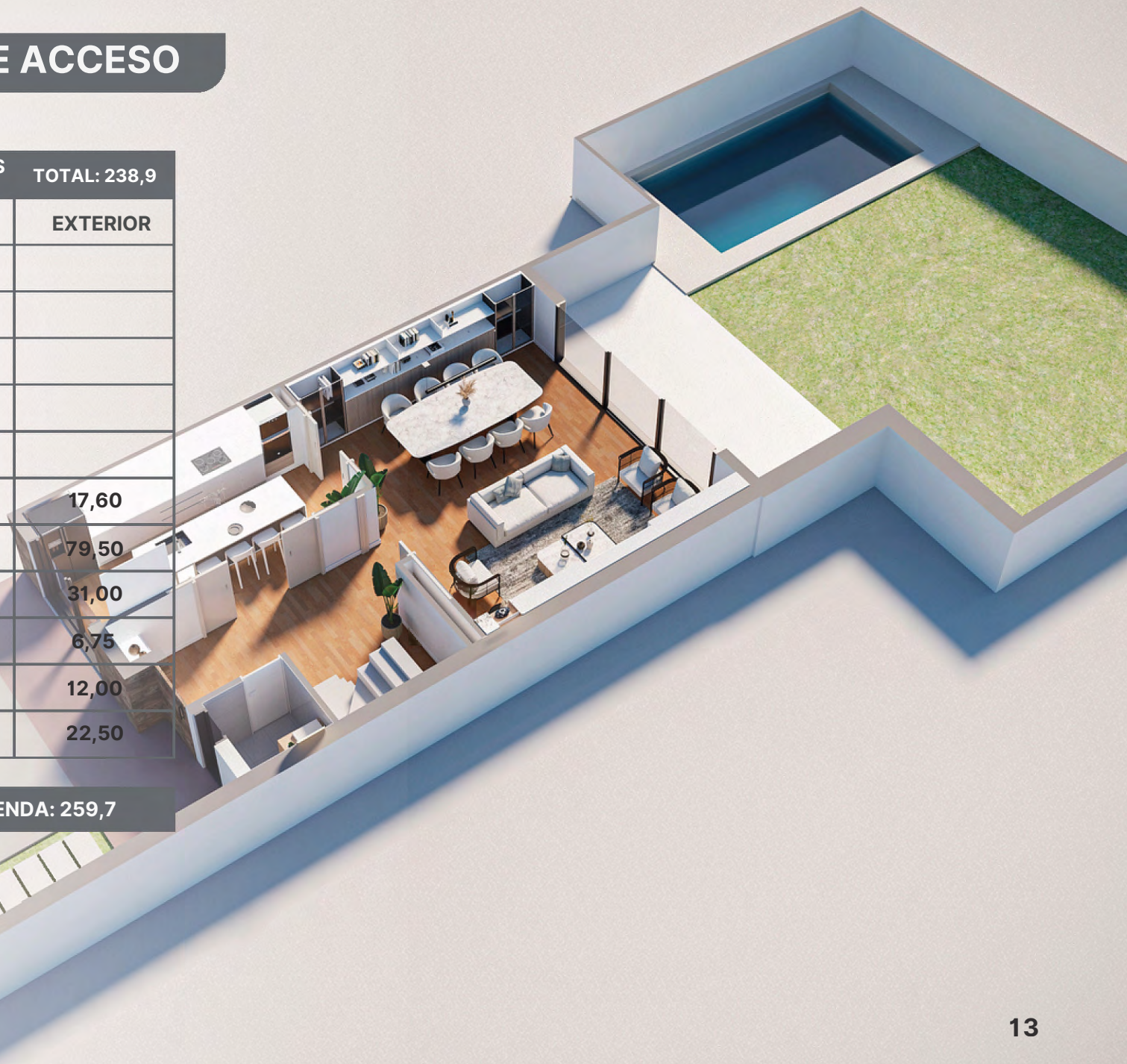
TOTAL SUPERFICIE CONSTRUIDA VIVIENDA: 108,6



VIVIENDA 2 PLANTA DE ACCESO

	SUPERFICIES ÚTILES		TOTAL: 238,9
	INTERIOR	EXTERIOR	
 VESTÍBULO	9,80		
 COCINA	15,80		
 ASEO	2,30		
 ESCALERA	3,65		
 SALÓN-COMEDOR	38,00		
 TERRAZA		17,60	
 JARDÍN		79,50	
 PISCINA		31,00	
 ACCESO PEATONAL		6,75	
 PORCHE ACCESO		12,00	
 GARAJE EXTERIOR		22,50	

TOTAL SUPERFICIE CONSTRUIDA VIVIENDA: 259,7



VIVIENDA 2 PLANTA PRIMERA

	SUPERFICIES ÚTILES		TOTAL: 78,50
	INTERIOR	EXTERIOR	
 DISTRIBUIDOR	8,00		
 ESCALERA	4,10		
 DORMITORIO 01	17,50		
 DORMITORIO 02	13,10		
 DORMITORIO 03	12,00		
 DORMITORIO 04	12,00		
 BAÑO 01	4,40		
 BAÑO 02	3,30		
 BAÑO 03	4,10		

TOTAL SUPERFICIE CONSTRUIDA VIVIENDA: 91,00



VIVIENDA 2 PLANTA BAJOCUBIERTA

	SUPERFICIES ÚTILES		TOTAL: 70,3
	INTERIOR	EXTERIOR	
	SALA ESTAR	25,50	
	ESCALERA	4,10	
	SOLARIUM CUBIERTA		40,70

TOTAL SUPERFICIE CONSTRUIDA VIVIENDA: 82,25



VIVIENDA 2 PLANTA SÓTANO

	SUPERFICIES ÚTILES		TOTAL: 75,85
	INTERIOR	EXTERIOR	
 ESCALERA	3,90		
 ALMACÉN	1,50		
 BAÑO	3,15		
 INSTALACIONES	12,00		
 OFICIO LAVANDERÍA	14,90		
 SALA DE JUEGOS	37,50		
 PATIO INGLÉS 1		2,90	

TOTAL SUPERFICIE CONSTRUIDA VIVIENDA: 98,2



VIVIENDA 3 PLANTA DE ACCESO

	SUPERFICIES ÚTILES		TOTAL: 236.3
	INTERIOR	EXTERIOR	
	VESTÍBULO	10,50	
	COCINA	14,40	
	ASEO	2,30	
	ESCALERA	3,65	
	DESPACHO	8,25	
	SALÓN-COMEDOR	37,00	
	TERRAZA		38,70
	JARDÍN		57,35
	PISCINA		24,60
	ACCESO PEATONAL		6,75
	PORCHE ACCESO		6,50
	GARAJE EXTERIOR		26,30

TOTAL SUPERFICIE CONSTRUIDA VIVIENDA: 275.95

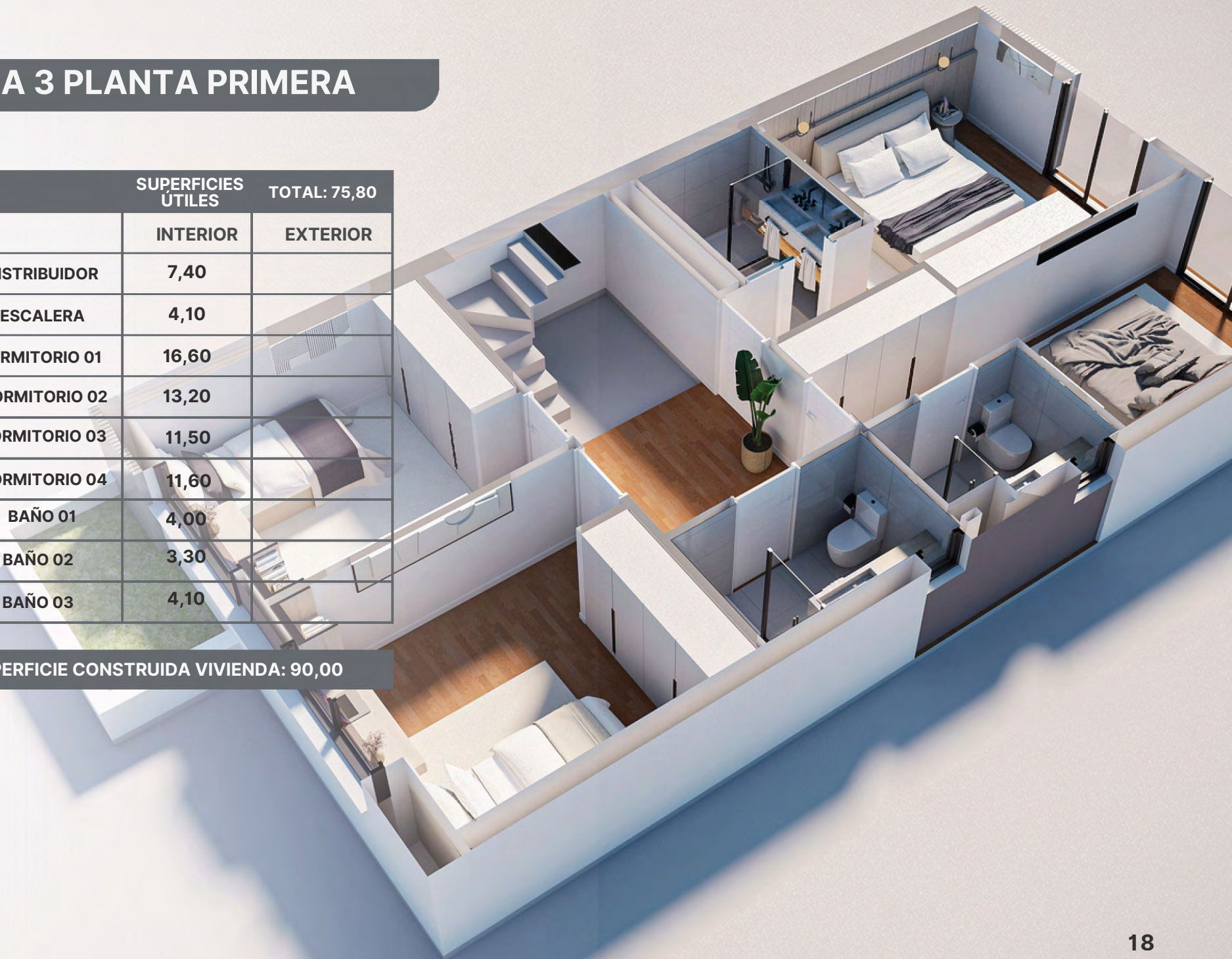


VIVIENDA 3 PLANTA PRIMERA


	SUPERFICIES ÚTILES	
	INTERIOR	EXTERIOR
 DISTRIBUIDOR	7,40	
 ESCALERA	4,10	
 DORMITORIO 01	16,60	
 DORMITORIO 02	13,20	
 DORMITORIO 03	11,50	
 DORMITORIO 04	11,60	
 BAÑO 01	4,00	
 BAÑO 02	3,30	
 BAÑO 03	4,10	

TOTAL: 75,80

TOTAL SUPERFICIE CONSTRUIDA VIVIENDA: 90,00







VIVIENDA 3 PLANTA BAJOCUBIERTA

	SUPERFICIES ÚTILES		TOTAL: 62,8
	INTERIOR	EXTERIOR	
	SALA ESTAR	34,70	
	ESCALERA	4,10	
	SOLARIUM CUBIERTA		24,00

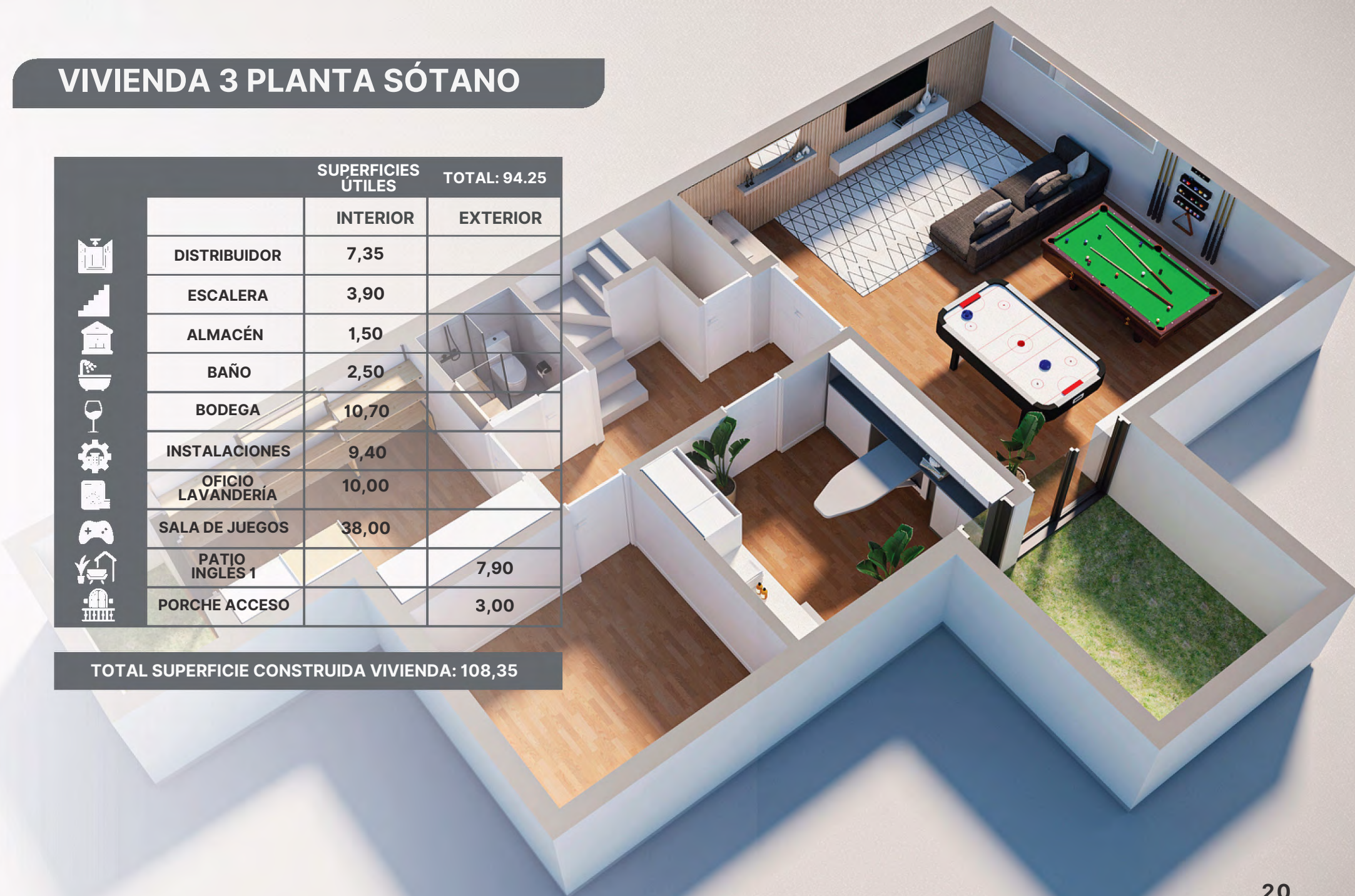
TOTAL SUPERFICIE CONSTRUIDA VIVIENDA: 79.85



VIVIENDA 3 PLANTA SÓTANO

	SUPERFICIES ÚTILES		TOTAL: 94.25
	INTERIOR	EXTERIOR	
 DISTRIBUIDOR	7,35		
 ESCALERA	3,90		
 ALMACÉN	1,50		
 BAÑO	2,50		
 BODEGA	10,70		
 INSTALACIONES	9,40		
 OFICIO LAVANDERÍA	10,00		
 SALA DE JUEGOS	38,00		
 PATIO INGLÉS 1		7,90	
 PORCHE ACCESO		3,00	

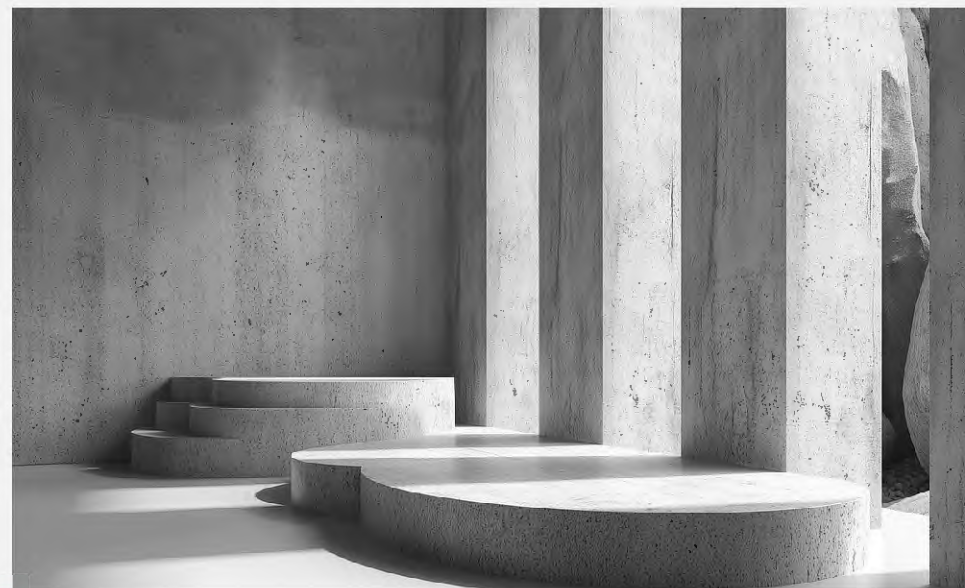
TOTAL SUPERFICIE CONSTRUIDA VIVIENDA: 108,35



MEMORIA DE CALIDADES

ESTRUCTURA

Formada por muros perimetrales y pilares de **hormigón armado** en los sótanos y pilares de hormigón armado y metálicos sobre rasante. Forjados de hormigón armado.



FACHADA

Fachada **ventilada** con acabado en **piedra natural** que garantiza las mejores prestaciones térmico-acústicas al eliminar los puentes térmicos.

Se compone de medio pie de **ladrillo enfoscado** exteriormente, capa de espuma de poliuretano proyectado de 6cm, trasdosado interior con estructura metálica, placas de yeso laminado de 15mm y aislamiento con lana de roca de 4 cm de espesor.

MEMORIA DE CALIDADES

CUBIERTA

Hay dos tipos de cubierta:

- **Plana:** de tipo invertido, con el aislamiento térmico por el lado exterior de las láminas impermeables para protegerlas de los cambios de temperatura, lo que aumenta su vida útil y reduce el riesgo de entrada de agua por dilataciones térmicas. En las zonas transitables se termina con un pavimento de gres especial para exteriores.

En zonas no transitables, con protección de grava.

- **Inclinada:** con paneles sándwich sobre estructura metálica.

En determinadas zonas, el aplacado de piedra se sustituye por revestimiento cerámico o metálico. El acabado exterior se realiza mediante un aplacado en piedra natural, a elegir por la propiedad, fijada a estructura de acero con anclajes ocultos.

Los entrepaños entre los ventanales, se revisten mediante composite o aplacado cerámico en planta baja y aluminio en planta primera.



MEMORIA DE CALIDADES



TABIQUERÍA INTERIOR

Las divisiones interiores de las viviendas se realizan mediante tabiques formados por estructura metálica y doble placas de yeso laminado de 12,5mm a ambos lados, con aislamiento acústico en su interior.

En las zonas húmedas se colocarán placas hidrófugas.

La separación entre viviendas se realiza con fábrica de ladrillo fonoabsorbente trasdosado a ambos lados con placas de yeso laminado y lana mineral, que garantiza un perfecto nivel de insonorización entre ellas.



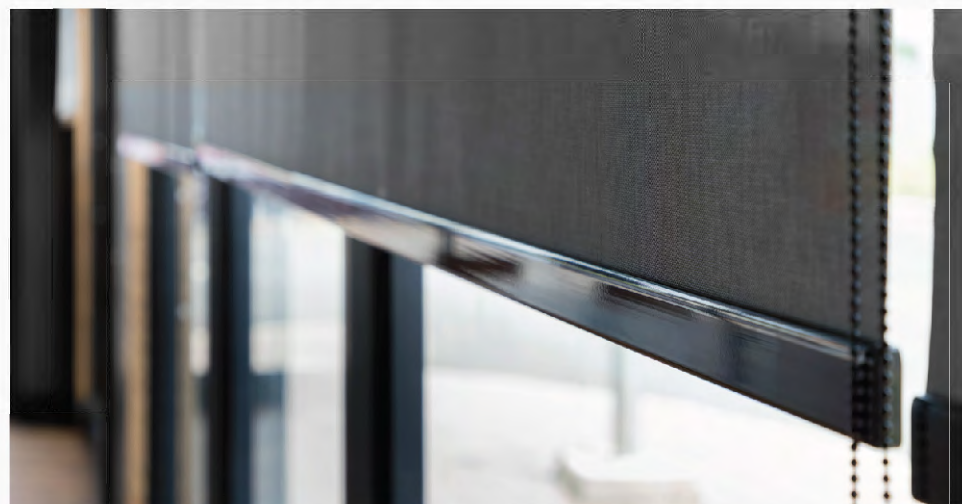
MEMORIA DE CALIDADES

CARPINTERÍA EXTERIOR

Constituida por **grandes ventanales**, con perfiles de **aluminio anodizado** con rotura de puente térmico y doble acristalamiento 6+10+5 en toda la vivienda, con vidrio de **baja emisividad** tipo **PLANITHERM**, para garantizar un perfecto comportamiento térmico y acústico. En los ventanales con salida al exterior, se instalará **vidrios laminados** para evitar la caída de los vidrios en caso de impacto.

El sistema de apertura es **oscilo-batiente** en ventanas y corredera en los ventanales de salida.

Todas las ventanas en las plantas sobre rasante incorporan **persianas motorizadas** de aluminio con aislamiento de poliuretano en su interior, excepto en cuartos baño y escaleras.



MEMORIA DE CALIDADES

CARPINTERÍA INTERIOR

Puertas

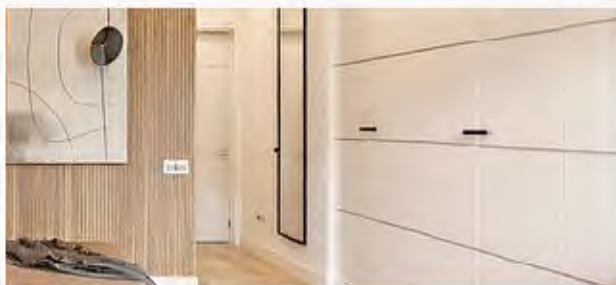
La puerta de entrada a la vivienda es acorazada, de la marca TESA o similar, con cerco de acero. La hoja es de acero revestida con composite tipo madera. Cuenta con cerradura de seguridad.

Las puertas de paso del interior de la vivienda son macizas, con terminación lacada o madera, en tono claro.

Los rodapiés y jambas están terminados en el mismo material y color que las puertas.

Armarios

Las puertas de los armarios tiene un acabado similar a las puertas de paso, con terminación lacada o madera, en tonos claros. Se entregan vestidos interiormente con acabado en melanina tipo lino, barra y balda superior.



ACABADOS INTERIORES

Salón, hall y despacho

Para los suelos es posible elegir entre losetas de gres porcelánico marca LIVING CERAMICS o similar y tarima flotante multicapa de madera natural de roble decapado de 14mm de espesor, en despiece de una sola lama.

Los techos se revisten mediante placas de yeso laminado con un foseado en los ventanales del salón.

Las paredes están acabadas en pintura plástica lisa de primera calidad en tonos a elegir por la propiedad.

El suelo de la **zona de cocina** está realizado con placas de gres porcelánico. El techo se reviste mediante placas de yeso laminado.

Las paredes sin muebles se terminan con pintura plástica lisa en tonos a definir por la propiedad.



MEMORIA DE CALIDADES

Aseo

El aseo de planta baja tendrá el suelo igual que el resto la zona de hall y despacho.

Los techos se revisten mediante placas de yeso laminado.

Las paredes se pintadas con pintura plástica lisa.

Los sanitarios y griferías son de la marca **ROCA** o similar, con lavabo de diseño, inodoro modelo The **GAP** y grifería monomando



Dormitorios y distribuidor

Los dormitorios y el distribuidor de la planta primera tienen el suelo de tarima flotante multicapa de madera natural de roble decapado de 14mm de espesor, en despiece de una sola lama o losetas de gres porcelánico marca LIVING CERAMICS o similar.

Los techos se revisten mediante placas de yeso laminado.

Las paredes están acabadas en pintura plástica lisa de primera calidad en tonos a elegir por la propiedad.

MEMORIA DE CALIDADES

Baño principal

Las paredes y el suelo se revisten con placas de **gres porcelánico** marca **LIVING CERAMICS** o similar.

Los techos se revisten mediante placas de yeso laminado con un foseado perimetral que resalta con una línea de sombra el encuentro entre ambos paramentos.

Los sanitarios y grifería son de la marca **ROCA** o similar, con lavabo sobre encimera, inodoro, ducha con mampara y grifería termostática.

Baños secundarios

Las **paredes** y el **suelo** se revisten con placas de gres porcelánico **marca LIVING CERAMICS** o similar.

Los techos se revisten mediante placas de yeso laminado.

Los **sanitarios** y **grifería** son de la **marca ROCA** o similar, con lavabo empotrado en mueble, inodoro y grifería monomando.

Sótano

Suelo revestido con placas de **gres porcelánico**.

Las **paredes** están acabadas en **pintura plástica lisa** de **primera calidad** en tonos a elegir por la propiedad.



MEMORIA DE CALIDADES

CALEFACCIÓN Y AIRE ACONDICIONADO

Eficiencia energética

Las prestaciones del edificio **garantizarán** una **calificación energética A**.

Se ha optado por un sistema de producción energética mediante una **bomba de calor aerotérmica** que **reduce los costes energéticos** de forma significativa.



MEMORIA DE CALIDADES

Climatización

El **sistema de calefacción** es mediante suelo radiante por agua caliente, el más efectivo y confortable de los existentes, de la **marca UPONOR** o similar. Permite la regulación independiente de cada una de las estancias mediante un **termostato individual**.

Para los meses de verano, la **bomba de calor aerotérmica** produce un refrescamiento a través del propio suelo.

Se instalará un sistema complementario de **fan-coils** para reforzar el **refrescamiento** en la zona del bajo cubierta, aprovechando también la bomba de calor aerotérmica.

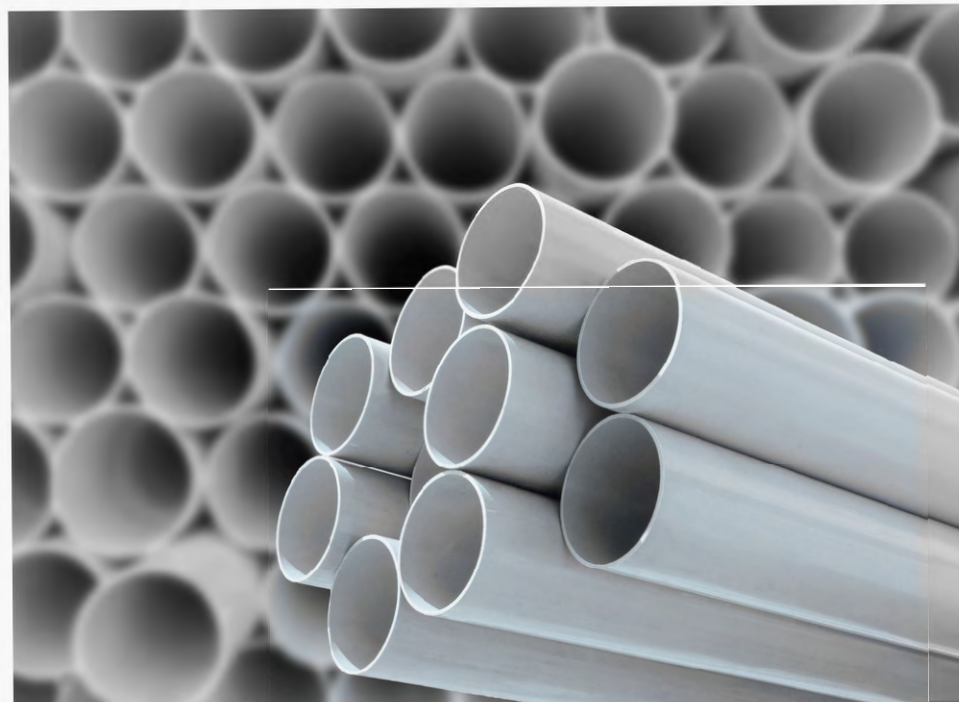


MEMORIA DE CALIDADES

Agua

El **agua caliente** es producida mediante la propia **bomba aerotérmica**, lo que **reduce** sensiblemente el **gasto energético** y la contaminación del medio ambiente.

Las **tuberías de agua fría y caliente** son de **polietileno reticulado**, lo que permite alargar la vida útil de las instalaciones al eliminar las incrustaciones de sales del agua.



Instalación eléctrica y teléfono

Cada vivienda cuenta con un **cuadro eléctrico** con **circuitos independientes**. Todos los **enchufes** son de seguridad. Los mecanismos, interruptores y tomas de corriente son de la **marca NIESSEN** o similar, en tonos a definir por la propiedad. Se prevé la instalación de **cableado interno** para red con conectores RJ45 categoría 6. Todas las estancias vivideras, tienen toma de televisión, teléfono y datos.

MEMORIA DE CALIDADES



Iluminación

Se instalará un **sistema de iluminación** mediante **tira de led** con regulación de potencia sobre los ventanales de salón y dormitorio principal.

Se colocan **luminarias empotradas** en el **falso techo con lámparas LED** en zonas de distribución, baños y sobre los armarios de las habitaciones.

En las **cocinas** se instala **downlight empotrado**.

En las habitaciones, despacho y salón-comedor, se dejan puntos de luz.

En las **zonas exteriores** del porche y solarium, se colocan apliques sobre pared o focos empotrados sobre petos.

MEMORIA DE CALIDADES

DOMÓTICA

Las viviendas incorporan preinstalación para un **sistema domótico** básico que permite controlar los siguientes elementos:

Persianas: motorizadas, se pueden accionar individualmente desde cada estancia y conjuntamente desde un punto centralizado de la vivienda.

Iluminación: un encendido/apagado para cada circuito de iluminación independiente

Climatización: un encendido/apagado para toda la vivienda.

Seguridad: control de presencia en acceso a vivienda.

Alarmas técnicas: control de fugas de gas, agua e incendio.

El sistema **permite la implementación futura** de nuevas funciones como control individualizado de iluminación, climatización, control remoto desde dispositivo móvil, control de video portero desde diferentes dispositivos, creación de escenas.



MEMORIA DE CALIDADES



ESPACIOS EXTERIORES

Las zonas exteriores de porche y acceso se solarán **placas de gres porcelánico** de la **marca LIVING CERAMICS** o similar.

La zona de aparcamiento de vehículos se solará mediante piezas de hormigón huecas tipo **“pavi césped”** que permiten que se forme un tapiz verde entre ellas.

La **piscina** se reviste interiormente con gresite en color a elegir por la dirección facultativa.

La **playa de la piscina** se termina con gres porcelánico o piedra artificial.

La depuradora es de cloración salina.

**PROMUEVE
Y COMERCIALIZA:**



Kuvica

arquitectura y construcción

INFORMACIÓN:



GRUPO FRANGLA



Calle Estocolmo 13, 28232 Las Rozas de Madrid, Madrid – España



info@grupofrangla.es



+34 620 87 11 99



www.promojfa16.es

La presente memoria de calidades constructivas, así como las infografías, son meramente orientativas, reservándose Kuvica y Grupo Frangla la facultad de introducir aquellas modificaciones que vengan motivadas por razones técnicas o jurídicas, que sean indicadas por el arquitecto director de la obra por ser necesarias o convenientes para la correcta finalización del edificio o que sean ordenadas por los organismos públicos competentes. En caso de que tales cambios afecten a materiales incluidos en la presente memoria, los materiales afectados serán sustituidos por otros de igual o superior calidad. Las imágenes de este folleto son orientativas y no vinculantes a nivel contractual.

ANNEX III

INDIRECT MANDATE CONTRACT IN FAVOUR OF THE GUARANTEE AGENT

On the one hand,

Each of the users registered on the website of the URBANITAE REAL ESTATE PLATFORM, S.L. Platform, in their capacity as investors of the Loan as defined below (the "**Investors**" or the "**Principals**");

On the other hand,

URBANITAE REAL ESTATE PLATFORM, S.L. (the "**Platform**" or "**Urbanitae**");

And, on the other hand,

PROPTECH SERVICIOS GENERALES, S.L.U., a Spanish company, with NIF B13857610 and registered office at Calle Castelló, número 23, 1ª planta, Madrid (the "**Guarantee Agent**" or the "**Agent**").

Hereinafter, the Investor, the Platform and the Collateral Agent shall be referred to jointly as the "**Parties**" and individually, where applicable, as a "**Party**".

The Parties acknowledge that they have sufficient capacity to enter into this indirect mandate agreement (the "**Mandate Agreement**" or the "**Agreement**") and, to that 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 promoters.
- 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 Platform has presented to the users registered on its website a project by virtue of which Investors have the opportunity to grant financing to Sociedad **KUVICA ASSET MANAGEMENT, S.L.** in order to finance the correct execution and marketing of the Project, each of the Investors expressing their interest in participating in it by granting financing in the form of granting a loan in favor of KUVICA ASSET MANAGEMENT, S.L. for the amount equivalent to its corresponding Committed Contribution, resulting in a potential return for each of the Investors via payment of interest and amortization of the aforementioned loan (the "**Loan**" and jointly, together with those corresponding to the other Investors, the "**Loans**").
- IV. That, to this end, each of the Investors signs today, and in unity of act with this document, through the Platform (as a website) a financing agreement with the Platform and DOS MIURAS HOLDING, S.L., with the purpose, among others, of regulating the general terms and conditions applicable to the Loan to be granted by the Investor through the Platform and in favor of KUVICA ASSET MANAGEMENT, S.L., as well as the Guarantees committed – as they are defined below – and to grant in favour of the Platform an irrevocable mandate for it to carry out intermediation work through the Platform, in relation to the Loan, between the Guarantee Agent, the payment institution, KUVICA ASSET MANAGEMENT, S.L. and the Principals (the "**Financing Agreement**").
- V. That, the granting of the Loan by each of the Investors, jointly with the rest of the Investors, will be formalized by means of the corresponding loan agreement signed in a private document between the Investors, represented by the Platform, and KUVICA ASSET MANAGEMENT, S.L. (the "**Loan Agreement**"), being the complete, accurate and punctual fulfillment of the obligations contracted by KUVICA ASSET MANAGEMENT, S.L. based on said Secured Loan Agreement (the "**Secured Obligations**"), among others by:
 - a. First Rank Real Estate Mortgage (the "**Mortgage**")

- KUVICA ASSET MANAGEMENT, S.L., as a guarantee of the complete and punctual fulfilment of its Secured Obligations, undertakes to grant a real estate mortgage right of first rank on the registered property number 83,915 6 registered in the Property Registry of Madrid No. 25 (0 on which the Development will be executed in the terms described in **Exhibit IV** above (the "**Mortgage**"). **KUVICA ASSET MANAGEMENT, S.L.** declares that the property in question does not present any charges or encumbrances beyond the existing loan that will be refinanced through the Urbanitae loan.

Hereinafter, the Mortgage and other guarantees provided for in the Contract from which this annex is based will be called, for the purposes of this contract, as the "**Guarantees**".

- VI.** That it is considered essential for Investors that the exact and punctual compliance by KUVICA ASSET MANAGEMENT, S.L. with the obligations assumed under the Loan Agreement is guaranteed by the constitution of the Guarantees.
- VII.** That, for its part, the Guarantee Agent is an entity that is professionally and habitually engaged in the provision of fiduciary services in securities issues and the like and has the capacity, means and experience necessary to act as agent and agent for the purposes of the incorporation, conservation, management, administration and, where appropriate, execution of the Guarantees granted as a guarantee of the punctual compliance by KUVICA ASSET MANAGEMENT, S.L. with its obligations arising from the Project.
- VIII.** That the Platform and the Guarantee Agent have formalised, prior to the date of this Mandate Agreement, a Framework Agreement establishing the terms of the collaboration of the Guarantee Agent in relation to the acceptance, conservation, management, administration and, where appropriate, execution of guarantees that may be granted by the promoters as a guarantee of the obligations arising from the Projects.
- IX.** That, on the basis of the foregoing, the Parties agree that the Guarantee Agent shall act as an indirect agent of the Principals for the purposes of the Guarantee Agent constituting, managing, administering and, where appropriate, executing the Guarantees in its own name, but acting in any case on behalf of the Principals, for which they agree to sign this Indirect Mandate Agreement in accordance with the following

CLAUSES

1. Definitions

Any terms contained in the Mandate Agreement with an initial capital letter that are not expressly defined herein shall have the meanings given to them in the Financing Agreement.

2. Purpose of the Mandate Agreement

The purpose of the Mandate Contract is:

- (i) the granting by the Investors of an improper or indirect mandate in favour of the Guarantee Agent, under the provisions of Article 1,717 of the Civil Code, which empowers the Agent to, acting in his own name, but on behalf of the Principals, carry out all the necessary actions for the purposes of the valid and effective constitution, conservation, proper management, administration and, where appropriate, enforcement of the Guarantees, in their capacity as mortgage collateral and joint and several personal guarantee, respectively;
- (ii) the designation and appointment of the Guarantee Agent for the above purposes;
- (iii) the establishment of the rules that will govern the relationship of the Agents with the Principal and the procedure for the making of decisions and execution of instructions by the Representative; y
- (iv) the establishment of the rights and obligations of the Parties in relation to the Contract.

The Mandate Contract is entered into without representation. Consequently, the Agent acts in his own name and assumes the obligations arising from the legal acts entered into on behalf of and in the interest of the Principals.

3. Appointment of the Guarantee Agent: acceptance of the assignment

The Principals appoint the Agent as Guarantee Agent for all actions that may be necessary to carry out in relation to the Guarantees during the term of this Agreement and the Loan Agreement.

The Guarantee Agent expressly accepts this designation by virtue of signing this document, and undertakes to use its best efforts to perform the functions assigned to it in the Agreement in a prudent and diligent manner, always attending to the protection of the interests of the Investors in their capacity as Principals.

4. Obligations of the Guarantee Agent

In relation to the Mandate Agreement, the Guarantee Agent undertakes to:

- (i) To receive from the Platform the precise communications and instructions on any decision, action or authorisation that may have been adopted by the Investors in relation to the Guarantees and to proceed with the execution of any instructions received as a result of such decisions, actions or authorisations, as soon as possible.
- (ii) Execute instructions received as a result of such decisions, actions or authorizations in relation to the Warranties.
- (iii) Accept and subscribe in its own name and for the benefit of the Investors the Guarantees granted by KUVICA ASSET MANAGEMENT, S.L. under the terms that the Investors consider appropriate.
- (iv) To carry out all the necessary actions for the proper constitution of the Guarantees, as well as to grant, without delay, as many public and private documents for the correction, complement or clarification of the Guarantees as may be necessary or convenient for this purpose.
- (v) To carry out all the necessary actions for the proper conservation of the Guarantees in the registry when requested by Urbanitae, at the indication of the Principals.
- (vi) Inform the Platform of the steps taken and the status of the validity of the Guarantees and any other incidents that may occur in relation to the Guarantees throughout the life of the Loan.
- (vii) To exercise the actions for the execution of the Guarantees within the precise period and terms indicated in the instructions issued by the Platform and in accordance with the provisions of the deed or policy of constitution of the aforementioned Guarantees. For these purposes, the Guarantee Agent may hire the law firm, the agency and/or the solicitors indicated by the Platform and any others that it deems appropriate for the correct execution of the Guarantees, subject to the acceptance of the Investors through the Platform.
- (viii) To receive, from the Platform, and in the event of non-compliance by KUVICA ASSET MANAGEMENT, S.L., the certification of the debit balance or amount due for the purposes of the proper initiation of the procedure for the execution of the Guarantees; as well as collaborate with the Platform and the selected law firm in the granting of the notarial act of settlement of the debit balance, certification

of ownership and encumbrances and/or any other document or act necessary or convenient for the execution of the Guarantees.

- (ix) To inform the Platform on an ongoing basis, so that it in turn keeps the Investors informed, of the status of execution of the Guarantees and of the amount of the net amount that may result from the execution of the Guarantees so that the proceeds of the execution can be distributed among the Investors.
- (x) Follow the instructions of the Platform with regard to the transfer of the proceeds of the foreclosure of the Mortgage in favour of the Investors or third parties, as the case may be; In no case will the direct award of the mortgaged asset(s) proceed.
- (xi) Carry out all the actions that are necessary for the due cancellation of the Guarantees once the Guarantee Agent has been duly notified by the Platform of full compliance with the Guaranteed Obligations and receives the appropriate instructions in this regard, if applicable.
- (xii) Perform all legal acts, sign any document, of any kind, whether public or private, that are necessary or convenient for the correct and punctual fulfillment of the functions entrusted to it by virtue of this Contract.
- (xiii) Receive from the Platform the list of Investors, without the Guarantee Agent having to accept or authorize any type of change in the Investors.

The Collateral Agent assumes no responsibility for the authenticity, accuracy or correctness of the information that, by virtue of the provisions of this Agreement, is sent to it by the Platform or the Investors. Nor does it assume any liability arising from the Platform's failure to comply with any of its obligations in relation to the Loan and to the Investors.

Acceptance of your appointment as Collateral Agent does not imply, either expressly or impliedly, that you warrant or represent to the Principals or any third party that the Loan has been validly subscribed or that the Loan and the Financing Agreement are in accordance with applicable law; the Guarantee Agent is exonerated from any type of liability related to the Loan and the Guarantees.

The Warranty Agent assumes no responsibility for the authenticity, accuracy or correctness of the information that, by virtue of the provisions of this Agreement, is sent to it by the Platform. Nor does it assume any liability arising from the Platform's failure to comply with any of its obligations in relation to the Loan and to the Investors, or for the integrity, validity and effectiveness of the Guarantees granted by KUVICA ASSET MANAGEMENT, S.L. in relation to the Loan.

The Collateral Agent shall not be obliged to take any action in relation to the Loan (except for those related to the execution of the Collateral described in this Agreement, such as the declaration of maturity of the Loan following the instructions of the Investors), but only in relation to the Collateral following the instructions of the Platform for such purposes, in accordance with the decision of the Principals.

The Collateral Agent may refrain from taking any action if the taking of such action, in its opinion based on reasoned legal interpretation, is contrary to any law or would not have the authority to do so under any applicable law or regulation or if any court or other competent authority determines that it does not have the authority to do so. The Guarantee Agent will not be responsible, where appropriate, for the calculation, settlement or payment of the expenses and taxes corresponding to the constitution of the Guarantees, being the Principals who will be responsible in any case for any administrative requirement, payment of quota, interest and penalties that, where appropriate, impose the corresponding authorities for an incorrect calculation or defect of payment or payment after the deadline of the aforementioned tax.

In addition, the Investors shall not claim in any case from the Guarantee Agent any expenses, costs or taxes that have been accrued or will accrue in the future as a result of the creation, maintenance, execution or cancellation of the Guarantees, or in any other way in the exercise of the functions and responsibilities contained in this Agreement.

5. Obligations of Principals

The Principals, in relation to the Mandate Agreement and through the Platform, undertake to:

- (i) Provide the Guarantee Agent, through the Platform, with the information they need in a timely manner, whenever such information is essential for the proper performance of their functions.
- (ii) To ensure that KUVICA ASSET MANAGEMENT, S.L. punctually pays the Guarantee Agent its fees, costs and expenses for the exercise of its functions as stipulated in this Agreement.
- (iii) To keep the Guarantee Agent duly informed, through the Platform and in accordance with the instructions received through it, of any circumstances that may have an impact on the Guarantees.
- (iv) To ensure that KUVICA ASSET MANAGEMENT, S.L. duly complies with the obligations assumed in the Loan Agreement in relation to the proper conservation of the asset subject to the Guarantees.
- (v) To provide the Guarantee Agent, through the Platform, with all the necessary documentation and to guarantee compliance with all the requirements necessary for the effective constitution, administration, cancellation and execution, where appropriate, of the Guarantees.
- (vi) Hold the Guarantee Agent harmless for any expense, cost or tax that may be accrued in the exercise of the functions of representation of the Principals set out in this Agreement, as well as for any possible claim that may arise against the Guarantee Agent regarding the integrity, validity and effectiveness of the Guarantees.

6. Adoption of Agreements by Constituents

Any instruction or decision to be taken by the Investors in relation to the Collateral Agent shall be made in accordance with the majorities and other circumstances regulated in the Loan Agreement.

In the event that the Collateral Agent must request the authorisation of the Investors (which may only be granted by the corresponding majority), it will inform the Platform, which in turn will transmit the application to all the Investors in the Project, for the assessment of the application submitted.

Voting will only be open to those natural or legal persons who, at the time of the decision, hold a percentage of the Loan (i.e. who are considered to be "Investor"), and excluding any third party assignee who has acquired a share in one or more of the Loans through channels other than the Platform and this has not been previously notified to Urbanitae at least five (5) business days before the Date of opening of voting.

The voting period will last five (5) Business Days (although it may be extended at the discretion of Urbanitae up to a maximum of fifteen (15) Business Days, on its own initiative or at the request of the Guarantee Agent), after which Urbanitae will communicate, through the Platform, the results of the vote to the Guarantee Agent and the Investors.

Once the Platform notifies the Collateral Agent of the adoption of an agreement by the Investors, the Collateral Agent must refrain from carrying out acts that may contravene such agreement, and must carry out any acts necessary, where appropriate, to allow or promote its implementation.

The agreement adopted by the Investors and communicated by the Platform to the Collateral Agent shall be considered binding in all its effects on the Collateral Agent, as well as on all Investors.

7. Application of proceeds from enforcement of Guarantees

All amounts received by the Guarantee Agent as a result of the execution of the Guarantees and once the tax obligations that will result in their application have been covered, will be applied in accordance with the priority of payments established below:

- (a) payment of the Guarantee Agent's fees;
- (b) payment of the fees of notaries, lawyers, solicitors, managers and other expenses that may have been accrued on the occasion of the execution of the Guarantees, if applicable;
- (c) default interest on the Loan;
- (d) ordinary interest on the Loan; y
- (e) principal outstanding payment by KUVICA ASSET MANAGEMENT, S.L.

Once all the aforementioned taxes and payments have been covered, any resulting excess will be returned to KUVICA ASSET MANAGEMENT, S.L.

8. No waiver by the Warranty Agent

The Collateral Agent may not waive its position as Collateral agent granted and accepted by virtue of this Agreement, nor may it waive its status as a mortgagee in the Collateral until the complete cancellation or completion of the enforcement proceeding thereof.

9. Warranty Agent Fees. Expenses

For the performance of their duties, the Collateral Agent will receive the fees indicated in the Framework Agreement for the provision of services signed between the Platform and the Collateral Agent.

The Guarantee Agent will not be responsible for any type of expense or tax that may be caused in the performance of his/her duties, including, but not limited to: notary and agency fees, lawyers and solicitors, property registries, stamp duty, etc. courier and burofax, travel expenses for attendance at signings, registrations, hotels outside the province of residence of the Guarantee Agent, etc., all of which must be reimbursed.

For these purposes, KUVICA ASSET MANAGEMENT, S.L. will constitute in favour of the Guarantee Agent a provision of funds that will be calculated in each case according to the characteristics and amount of the Guarantees, and which will be used to satisfy the expenses and taxes mentioned in the previous paragraph. Upon termination of the Contract, once the Guarantees have been cancelled, the Guarantee Agent will return to KUVICA ASSET MANAGEMENT, S.L. through the Platform the remainder of said provision of funds once the aforementioned expenses have been paid.

Both the remuneration and the provision of funds referred to in the previous paragraphs will be paid to the Guarantee Agent prior to the constitution of the Guarantees and will be applied, respectively, to the payment of the fees to be received by the Guarantee Agent throughout the life of the Loan and to meet the costs that may be incurred as a result of the constitution of the Guarantees until their cancellation. modification or execution, if applicable. In the event that once the provision of funds has been applied, amounts to be paid remain, these will be paid by DOS MIURAS HOLDING, S.L. to the Guarantee Agent at the request of the Platform.

10. Duration of the Mandate Contract

The Contract shall enter into force on the date of its execution by the Parties.

The duration of the Agreement will be extended, either (i) until the full repayment of the Loan by KUVICA ASSET MANAGEMENT, S.L., in punctual compliance with the obligations assumed by it under the Loan Agreement, and the consequent cancellation of the Guarantees; or (ii) in the event of non-compliance with the Secured Obligations, until the completion of the Guarantee enforcement procedure in the event that the Collateral Agent is instructed to proceed with their enforcement.

For the appropriate purposes, it is hereby stated that the termination of the enforcement procedure of one of the two Guarantees will not imply the termination of this Agreement, which will remain in force, as long as one of the Guarantees, or the enforcement procedure thereof, remains in force.

11. Cases of resolution

This Agreement shall be terminated early, in addition to the cases specifically regulated in other Clauses thereof, in the following cases:

- (i) At any time, by mutual written agreement between the Parties;
- (ii) By the denunciation made in writing by either Party based on a serious breach of any of the obligations assumed by the other Party under this Agreement, without prejudice to the right of the injured Party to opt for the continuation of the Contract and to demand from the other Party the full performance of its obligations, with reparation, in either case, for the damage caused by such non-compliance when it is due to fault or gross negligence. In such a case, the non-compliant Party shall have a period of ten (10) calendar days to remedy such situation. If, after this period, in the opinion of the affected Party, the non-compliant Party has not put an end to its conduct or remedied the cause of its non-compliance, the affected Party may terminate

this Agreement with immediate effect, and the affected Party shall also be open to the exercise of any of the legally established actions; y

(iii) Due to the dissolution or liquidation of the Guarantee Agent.

12. Obligation to Indemnify

The Platform, the Principals and KUVICA ASSET MANAGEMENT, S.L. shall indemnify and hold harmless and free of all expenses or damages the Guarantee Agent, its partners and the natural persons it appoints as representatives with respect to any claim, action, demand, damage, cost or loss arising (directly or indirectly) or related to the provision of its services within the framework of the Contract; unless these are due to fraud or gross negligence on the part of the Guarantee Agent.

13. Confidentiality

Except as required by law or a judicial authority, neither Party may, at any time, disclose, communicate or disclose to any person or use any information relating to the Agreement or the Warranties (including the subject matter of such agreements) where such information is not generally known to the public at the time of its disclosure to the recipient (the "**Confidential Information**").

All of the foregoing, except in the event that one of the Parties is obliged to disclose any Confidential Information, by requirement of any applicable law or court order, as well as – specifically in the case of the Guarantee Agent – when in execution of this Agreement, it should disclose any Confidential Information.

Except in the cases indicated above, the Confidential Information may not be made known to third parties.

The duty of confidentiality provided for in this clause shall apply, even in the event of termination of the Contract, for a period of two (2) years from the date of effect of termination.

14. Protection of Personal Data

In accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("**GDPR**") and its concordant regulations, the parties to this Agreement on behalf of each of the Parties, By signing the Contract, they expressly give their consent for the purposes of their Personal Data being processed by the Parties as Data Controllers, in order to be used for the correct development and execution of the relationships that materialize with cause or origin in this Contract, as well as for the management and filing of the documentation related to it.

The Legal Basis for the processing of the Personal Data of the parties involved is, therefore, the maintenance, compliance, development, control and execution of the obligational and/or contractual relationship derived from this Contract.

Likewise, the Personal Data provided will be kept only for as long as it is strictly essential for the sole purpose of ensuring compliance with any legal obligations that, by virtue of this law, may correspond to the Parties, and in any case, during the term of the Contract.

The parties involved, under the terms established in the GDPR and other related regulations, may in any case revoke the consent granted for the processing of their Personal Data, as well as exercise their rights of access, rectification, deletion, opposition and portability, being aware by signing this document, of the right they have to file any claims with the corresponding supervisory authority.

The parties may exercise the aforementioned rights by contacting the address of each Party that appears in the heading of this Agreement, sending a written request, attaching a photocopy of their ID card, indicating in a visible place "*Ref. Data Protection*".

15. Assignment

The Principals may assign, transfer, substitute or subrogate, in whole or in part, the rights and obligations contracted in this Agreement. Notwithstanding the foregoing, the validity of the assignment will be subject to the registration of the new Investor on the Platform and its communication to the Guarantee Agent, provided that it promotes the

appropriate modifications in the documents, both public and private, that have been granted in the exercise of its obligations contracted in this Agreement.

The Guarantee Agent, however, may not assign, transfer, substitute or subrogate, in whole or in part, the rights and obligations contracted in this Agreement without the express written consent of the Platform.

16. Miscellaneous

16.1. Modifications

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 from their notification.

It is also indicated that the agreement adopted by the majority of the Investors in the manner provided for in clause 6 above, will bind all of them.

16.2. Independent nature of the clauses

In the event that any provision of this Agreement is held to be void, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of this Agreement shall in no way be affected or impaired by such provision. Subject to prior agreement with the Principal, the Agent undertakes to replace the provisions declared null and void or impossible to execute with valid ones, the economic consequences of which are as close as possible to those of the provisions affected by the nullity, illegality or impossibility of execution. To this end, the Agent undertakes to modify this Agreement accordingly.

16.3. Actions and non-existence of waiver

The rights, powers, and remedies set forth in this Agreement are cumulative and are not, and should not be construed as if they were, exclusive of any of the rights, powers, or remedies provided by law.

In no event shall the failure to exercise or delay by the Investor in exercising any of the rights, powers and remedies provided for by this Agreement or by law constitute a waiver of this Agreement. Similarly, no single or partial waiver of such rights shall prevent the subsequent or distinct exercise of such rights, or the exercise of any other rights.

16.4. Notifications

Any communication between the Collateral Agent and the Investors relating to the Contract must be made in writing, and the Collateral Agent must communicate it to the Platform, which in turn must communicate it to the Investor(s), and vice versa.

Communications of a general nature relating to this Mandate and those referring to it as a whole that must be produced between the Principals and the Agent, and where appropriate with KUVICA ASSET MANAGEMENT, S.L., will necessarily be channelled through the Platform, in accordance with the provisions below:

All requests, notifications, notices and communications in general between the Platform and the Guarantee Agent will be made in writing through an interlocutor in each party, to the postal addresses and/or emails indicated for this purpose by each of the parties.

17. Electronic formalisation of the Contract

The Parties consent to the formalisation of the Contract by electronic means.

18. Applicable law. Jurisdiction

18.1. Applicable legislation

The Contract shall be governed by and construed in accordance with Spanish common law, without the application of conflict of law rules.

18.2. Jurisdiction

The Parties, expressly waiving any other jurisdiction that may correspond to them by law, expressly submit to the jurisdiction of the courts and tribunals of the city of Madrid the resolution of any controversy or claim that may arise with respect to the interpretation or execution of the Contract, including those referring to non-contractual obligations arising from it or related to it.