

KEY INVESTMENT INFORMATION SHEET

This crowdfunding offer has not been verified or approved by the Spanish National Securities Market Commission (C.N.M.V.) or by the European Securities and Markets Authority (ESMA).

The appropriateness of your experience and knowledge may not have been assessed before you were granted access to this investment. By making this investment, you assume all the risk it entails, including the risk of partial or total loss of the money invested.

Risk warning

Investing in this crowdfunding project entails risks, including the partial or total loss 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 obtain 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 when you wish to. Even if you can sell them, you may 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).

Pre-contractual reflection period for non-sophisticated investors

Non-sophisticated investors have a reflection period during which they may, at any time, withdraw their investment offer or expression of interest in the crowdfunding offer at any time without having to justify their decision and without incurring any penalty. The reflection period begins at the moment the non-sophisticated investor makes an investment offer or expresses their interest and expires four calendar days after that date.

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

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

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

Transaction summary

Offer identifier (Borrower's LEI code)	89450027AK4LSOGXGY18
Developer	MÓLNIR HOLDING, S.L.U.
Project name	Alicante El Campello Project
Project identifier	89450027AK4LSOGXGY18000490
Type of offer	Debt project: Urbanitae investors participate via a loan
Target amount – Tranche A	€2,255,000
Deadline	30 July 2026

Loan intended to partially finance the purchase of the land and the initial development costs of a development of 24 homes in El Campello (Alicante).

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

Loan information	
Purpose of the loan	Senior secured loan to partially finance the purchase of the land and the initial costs associated with the development of a 24-home residential project in El Campello (Alicante)
Loan type	Fixed rate
Amount	€2,255,000
Loan term – Tranche A	12 months with a possible extension of 6 additional months in month 12 (12 + 6). Minimum return (make-whole) of 6 months
Interest rate	10% annual simple
Urbanitae fee	4.25% (€95,838)
Developer's APR	19.338%
Repayment	Principal and interest – 'Bullet', at the maturity of the loan
Loan assignment	Not permitted
Late-payment interest rate	1.5% monthly, with monthly capitalisation
Collateral provided	<ul style="list-style-type: none"> ▪ First-ranking mortgage over the underlying asset — land registry property no. 30807, El Campello Land Registry (mortgage liability: 135%) <ul style="list-style-type: none"> ▪ First-ranking pledge over all of the borrower's shares ▪ First-ranking pledge over all of the borrower's current accounts (including the VAT account)

Developer information	
Company name	MÓLNIR HOLING, S.L.
Tax identification number	B-19466432
Registered office	C/ Merino, 1, 46183 L'Eliana (Valencia)
Governing body	Sole director: Mr. Thor Arne Talseth
Description of the company and its business plan	Its corporate purpose includes, among other activities, the purchase and sale of real estate assets on its own account.
Number of employees	0 employees
Number of projects previously financed on the platform	First project on the platform
Share capital structure	The Borrower's share capital amounts to €6,000, divided into 6,000 shares with a par value of €1 each, fully subscribed and paid up by its sole shareholder: <ul style="list-style-type: none"> • THOR ARNE TALSETH: 6,000 shares (100%)
Manager's website address	https://www.molnirre.com

DESCRIPTION OF THE FINANCIAL POSITION. Balance sheet. FY2024			
Non-current assets	6,271.84 €	Equity	4,459.57 €
Deferred tax assets	271.84 €	Capital	6,000 €
Long-term financial investments	6,000 €	Prior years' results	-1,540.43 €
Current assets	14,237.21 €	Current liabilities	3,549 €
Trade receivables	372.46 €	Short-term debt	2,000 €
Short-term financial investments	- €	Trade payables	1,549.48 €
Cash and cash equivalents	13,864.75 €	Non-current liabilities	12,500 €
TOTAL ASSETS	20,509.05 €	TOTAL LIABILITIES + EQUITY	20,509.05 €

DESCRIPTION OF THE FINANCIAL POSITION. Profit & loss account. FY2024	
Net turnover	- €
Changes in inventories of finished goods and work in progress	- €
Supplies	- €
Other operating expenses	-1,812.27 €
Operating result	-1,812.27 €
Financial expenses	- €
Profit before tax	-1,812.27 €
Net result	-1,540.43 €

(a)	Minimum amount of funds to be borrowed for each crowdfunding offer: 2,255,000 euros, which will be financed through Urbanitae's investors
(b)	Deadline for reaching the target of funds to be borrowed: until 30 July 2026 (close of the financing campaign)
(c)	Information on the consequences if the target of borrowed funds is not reached within the deadline: In the event that the target of borrowed funds is not reached, investors will be refunded their committed contribution, within a maximum of 5 business days from said failure, at no cost to the investors.
(e)	Amount of own resources committed by the project manager to the crowdfunding project: The Borrower commits, prior to or simultaneously with the formalization of the loan, 4,030,000 €, of which it has committed 2,830,000 € on day one, while 1,200,000 € will be committed during the Loan according to the milestones set in the project
(f)	Changes to the composition of the capital or the loans of the project promoter related to the crowdfunding offer: The composition of the promoter's capital will not be altered and, within the loan agreement, a new obligation to service the debt by the borrower will be incorporated.

Parte C: Factores de riesgo

Exposure to the main risks	
<p>Type 1 – Project risk: Among the Project risks that may cause its failure are, without limitation, the following: (i) delays and/or cost overruns in the completion of the project and (ii) deviations in the pace and/or price of sales.</p> <p>Type 2 – Sector risk: Risks inherent to the specific sector. Such risks may be caused, for example, by a change in macroeconomic circumstances or a reduction in demand in the real estate sector.</p> <p>Type 3 – Default risk: Risks caused by a variety of factors, including, without limitation: a (serious) change in macroeconomic circumstances, mismanagement, fraud, failure to raise financing, or lack of liquidity.</p> <p>Type 4 – Risk of lower-than-expected return, delay, or non-occurrence: The risk that the return is lower than expected, is delayed, or that the project defaults on the repayment of the loan principal and interest.</p> <p>Type 5 – Platform failure risk: The risk that the crowdfunding platform is unable to provide its services, temporarily or permanently.</p> <p>Type 6 – Investment illiquidity risk: Investors will not have the ability to obtain liquidity from their investment until repayment occurs.</p> <p>Type 7 – Other risks: Risks that are beyond the control of the project promoter, such as political or regulatory risks.</p>	

Part D: Information on the offer of transferable securities and instruments admitted for crowdfunding

(a)	Total amount and type of loan: (a) Name of the issuer: MÓLNIR PROJECT VI, S.L.U. (b) Loan intended to partially finance the purchase of the land and the initial development costs of a development of 24 homes in El Campello (Alicante). (c) Loan amount: 2,255,000 €, which will be financed through Urbanitae's investors.
(b)	Subscription price: The total amount of the loan granted through the platform amounts to 2,255,000 €, with a minimum participation of 500 € per investor
(c)	Whether oversubscription is accepted and how it is allocated: Oversubscription is not accepted.
(d)	Subscription and payment conditions: Access to the subscription and payment conditions can be consulted in the investment agreement (Annex I), which is available within the documentation section of the project published on the platform.

(e)	<p>Custody and delivery to investors of the funds associated with the loan:</p> <p>The custody and delivery services to investors will be provided through LEMON WAY, registered in the Register of payment institutions of the Bank of Spain (BdE), under the heading “EU payment institutions operating in Spain without an establishment (art. 25 of Directive 2007/64/EC and art. 11 of Law 16/2009)”, and MANGOPAY, as an entity authorized by the Financial Sector Supervisory Commission, in accordance with Directives 2009/110/EC and 2015/2366/EU</p>
(f)	<p>Information on the guarantee or collateral securing the investment:</p> <ul style="list-style-type: none"> (i) The provider of the collateral will be the legal entity MÓLNIR PROJECT VI, S.L.U. (ii) First-ranking mortgage over land registry property number 30807 of the El Campello Land Registry (development of 24 homes in El Campello, Alicante), with a mortgage liability of 135% of the loan principal. (iii) First-ranking pledge over all of the borrower's shares. (iv) First-ranking pledge over all of the borrower's bank accounts (including the VAT account, if created). (v) Maintenance of the Guarantees during the life of the loan. (vi)
(g)	<p>Information on the firm commitment to repurchase the loan. No prior repurchase conditions for the loan are foreseen; should a decision on this matter be necessary, it will be submitted to a Lenders' Meeting where all investors will have the right to vote.</p> <p>Description of the repurchase agreement: Not applicable.</p>
(h)	<p>Interest rate and maturity information</p> <p>Annual simple interest rate: 10%.</p> <p>Date from which interest is payable: The accrual of interest will begin on the earlier of the following dates: (i) the signing of the loan and guarantee agreement, or (ii) three weeks after the successful close of the financing campaign.</p> <p>Interest payment dates: At the maturity date of the loan</p> <p>Maturity date: 12 months with a possible extension of 6 additional months (12+6) after the granting of the loan, with a guaranteed minimum return (make-whole) of 6 months.</p> <p>Applicable yield: 10% per annum.</p>

Part E: Information on the special purpose vehicle

(a)	<p>Is there a special purpose vehicle interposed between the project promoter and the investor? No</p>
(b)	<p>Contact details of the special purpose vehicle: -</p>

Parte F: Derechos del inversor

(a)	<p>Main rights inherent to the loan:</p> <ul style="list-style-type: none"> (a) rights to dividends: No (b) voting rights: Investors will have the right to vote to approve a substantial change in the conditions of the project. (c) rights of access to information: Yes (d) pre-emptive rights in offers to subscribe instruments of the same class: Not applicable (e) right to participate in the issuer's profits / in the surplus in the event of liquidation: Not applicable (f) redemption / conversion rights: No
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	(g) clauses granting a joint exit right in the event of an operational event: Not applicable. Within the documentation associated with the project, the investor will have access to the Bylaws of the Financed Company.
(b) and (c)	Restrictions to which the loan is subject and a description of any restriction on trading Access to the restrictions to which the transferable securities are subject and the description of any restriction can be consulted in the investment agreement, which is available within the documentation section of the project published on the platform. See Annex I.
(d)	Possibilities for the investor to dispose of the investment: 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

Parte G: Comunicaciones relacionadas con préstamos

(a)	The nature, duration, and conditions of the loan: 12-month loan (with a possible 6-month extension) at a fixed interest rate of 10% per annum.
(b)	The applicable interest rates or, where appropriate, any other form of compensation to the investor: Fixed interest rate of 10% per annum. <i>*Example of fixed-rate interest calculation: Interest rate (%) = (monthly installment) x 12 / principal (20,000*12/300,000 = 0.08 = 8%)</i>
(c)	Risk mitigation measures, especially whether there are guarantors or collateral providers or other types of guarantees (i) First-ranking mortgage over land registry property no. 30807 of the El Campello Land Registry (development of 24 homes, El Campello, Alicante), with a mortgage liability of 135%. (ii) First-ranking pledge over all of the borrower's shares. (iii) First-ranking pledge over all of the borrower's bank accounts (including the VAT account, if created). (iv) Maintenance of the Guarantees during the life of the loan. (v)
(d)	Schedule for repayment of principal and payment of interest: Principal and interest – ‘Bullet’, at the maturity of the loan
(e)	Any default on the credit agreements by the project promoter in the last five years: According to the Promoter, none have occurred.
(f)	Loan management <ul style="list-style-type: none"> - Borrower: MÓLNIR PROJECT VI, S.L.U. - Tax identification number: B-24.774.234 - Current registered tax address: Calle Merino nº 1, 46183 La Eliana (Valencia) - Corporate organization: Sole Director: MÓLNIR MANAGEMENT, S.L.U., represented by Mr. Thor Arne Talseth - Description of the company and the business plan: Its corporate purpose is the purchase and sale of rural and urban properties on its own account and their exploitation under non-financial leasing; the management and administration of real estate assets; and other real estate activities on behalf of third parties (CNAE 6811 – Purchase and sale of real estate on own account). - Share Capital Structure: Limited Liability Company (S.L.). - In the event of default by the promoter, the platform will have the possibility of negotiating (or delegating to a third party) a refinancing of the loan. If new conditions are approved, their approval will be submitted 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 conditions. The infrastructure and management of the votes will be carried out through a web tool developed by the Platform.

(a)	The fees and costs borne by the investor in relation to the investments (including the administrative costs resulting from the sale of instruments admitted for crowdfunding): 0€
(b)	Where and how to obtain, free of charge, additional information about the crowdfunding project and the project promoter: 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 promoter or the crowdfunding service provider: In the event of a complaint about the investment, you may contact us by email at contacto@urbanitae.com .

ANNEX I: FINANCING AGREEMENT

FINANCING AGREEMENT

OF THE ONE PART

URBANITAE REAL ESTATE PLATFORM, S.L., a company of Spanish nationality, with Tax ID No. B-88.393.962 and registered office at calle Castelló, 23, first floor, 28001, Madrid, (hereinafter, the “**Platform**”);

OF THE OTHER PART

The user registered on the Platform’s website, in his/her capacity as investor (hereinafter, the “**Investor**”);

OF THE OTHER PART

MÖLNIR PROJECT VI, S.L.U. with registered office at calle Merino nº 1, 46183 La Eliana (Valencia). It holds Tax ID No. B-24.774.234 and is registered with the Commercial Registry of Valencia under Sheet V-229707, Electronic Volume, Electronic Folio, IRUS 1000460627864, as a developer registered on the Platform’s website (hereinafter, “the **Debtor**” or “**MÖLNIR PROJECT VI, S.L.U.**”); represented in this act by MÖLNIR MANAGEMENT, S.L.U. (with Tax ID No. B-19.466.440), in turn represented by Mr. Thor Arne Talseth, as Sole Director, for which he was appointed by virtue of the Deed of Incorporation granted before the Valencia notary, Mr. Joaquín Borrell García, on 31 October 2025 under protocol number 3,650.

Jointly, the Platform, the Investor and the Debtor shall be referred to as the “**Parties**”.

The Parties mutually acknowledge that they have sufficient legal capacity to enter into this financing agreement (the “**Agreement**”), as well as the particular conditions set forth in **Annex I** of this Agreement (the “**Particular Conditions**”) and, to that end,

STATE

- I. That the Platform, which holds authorization as a crowdfunding services provider from the Spanish National Securities Market Commission (CNMV), file number 2023045268 and authorized under license number 4, is a company that brings together a limited number of users, called investors (individuals or legal entities) who offer financing in exchange for a monetary return, with users who request financing in their own name to allocate it to a real-estate crowdfunding project, called developers.
- II. That the Platform is a “*crowdfunding platform*” within the meaning of article 2 of Regulation (EU) 2020/1503 of the European Parliament and of the Council of 7 October 2020 on European crowdfunding service providers for business, and amending Regulation (EU) 2017/1129 and Directive (EU) 2019/1937 (the “**Regulation (EU) 2020/1503**”).
- III. That the Debtor is a limited liability company whose corporate purpose includes, among others, the “*Purchase and Sale of Real Estate on Own Account*” (Spanish CNAE code 6810).
- IV. That the Platform has presented to the users registered on its website a project under which the Investor, together with other investors (collectively referred to as the “**Investors**”), may grant financing to MÖLNIR PROJECT VI, S.L.U. for the development of a real-estate project in El Campello (Alicante), on plot UZ-7, Carrer Llobarro, 3-5, 03560, consisting of the development of 24 dwellings (ground floor plus one upper floor), with private gardens, rooftop solarium and underground garage, on property 30807 registered with the Land Registry of El Campello (the “**Property**”), based on a forecast of specific economic and time conditions (the “**Project**”).
- V. That the Investor has expressed to the Platform his/her interest in participating in the Project by granting financing in favor of MÖLNIR PROJECT VI, S.L.U. in the form of a loan in order to finance the proper development and execution of the Project (the “**Loan Agreement**”, the “**Loan**” and jointly, together with those corresponding to the remaining Investors, the “**Loans**”), resulting in a potential return for the Investor through payment of interest and amortization of the Loan, for which purpose the Investor hereby grants the Platform a mandate to act in his/her name and on his/her behalf on the terms set forth below, with the Platform in no event acting as Investor or Developer in relation thereto.

STIPULATIONS

0. PRE-CONTRACTUAL REFLECTION PERIOD

As provided in article 22 of Regulation (EU) 2020/1503, the Investor, if considered a non-sophisticated investor, shall have a period of four calendar days, counted from the time the offer of investment or the expression of interest is made by him/her in this project, during which he/she may at any time revoke his/her offer of investment or expression of interest in the crowdfunding offer, without needing to justify the decision and without incurring any penalty.

To exercise this right, the Investor must send an email to contacto@urbanitae.com within a maximum of four calendar days from the date of his/her investment. In any event, 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 favor of MÖLNIR PROJECT VI, S.L.U.; (ii) the relations between the Parties as well as the relations between the Investors in their capacity as lenders of MÖLNIR PROJECT VI, S.L.U.; (iii) the principles of action of MÖLNIR PROJECT VI, S.L.U. in relation to the Project; and (iv) the rules to which the management of MÖLNIR PROJECT VI, S.L.U. through its corresponding Management Bodies must be adjusted, as such term is defined hereafter.

2. COMMITTED CONTRIBUTION

The Platform shall publish on its website the total aggregate monetary amount required for the Loan, which shall be allocated to the proper development and execution of the Project (the “**Financing Target**”), so that it is publicized among potential investors. For the purposes of the Agreement, the Investor’s **Committed Contribution** shall mean the specific amount that the Investor authorizes and commits, through the Platform, to finance the Project, thereby contributing to reaching the Financing Target.

Once the Financing Target is reached within the established period for the Project and, in any event, once the pre-contractual reflection period referred to in the previous section has elapsed, the Investor shall be informed that his/her contribution will be transferred in favor of MÖLNIR PROJECT VI, S.L.U. and to an account owned by it as a Loan, which shall in any event be governed by the terms and conditions set forth in this Agreement.

To that end, the Investor, by executing the Agreement, grants through the Platform an irrevocable mandate to it so that, in his/her name and on his/her behalf, once the Financing Target is reached, the following actions are carried out:

- (i) the corresponding transfer in favor of MÖLNIR PROJECT VI, S.L.U. as a Loan in the amount of the Committed Contribution, once the Committed Guarantees have been constituted, which shall take place in the order of disbursement agreed by the Parties;
- (ii) the formalization, in the name and on behalf of the Investor, of the loan agreement to be entered into with MÖLNIR PROJECT VI, S.L.U., which shall be formalized in a private document, as well as the administration of collections and payments arising from such loan agreement, on the conditions and in the amount determined by the Investor through the Platform, and the performance of any intermediation functions necessary for these purposes;
- (iii) the granting of any public and private documents that are necessary, convenient or appropriate for the purposes of (i) the proper grant, execution and documentation of the Loan, as well as (ii) the execution and use of the Committed Guarantees – as defined hereinafter – in the event of breach by MÖLNIR PROJECT VI, S.L.U. of its payment obligations under the terms of this Agreement (including (a) the eventual assignment, by the Investors, of their contractual position in the Loan agreement in favor of a third party previously designated by the Platform, or (b) the intervention of the Platform in its own name and on behalf of the Investors, to carry out or instruct a third party to carry out, any action related to the claim for any payment, or the constitution or enforcement of any guarantee of the Loan). In this respect, the Investor undertakes to grant the documentation that may be required by the Platform for these purposes; and

- (iv) the granting of such powers as may be necessary in favor of third parties who may be convenient for
 - (i) the proper grant, execution, management and documentation related to the Loan, as well as (ii) the execution and use of the Committed Guarantees, on the terms set out in the preceding paragraph.

The Financing Target shall be contributed to MÖLNIR PROJECT VI, S.L.U. and shall be allocated exclusively to the financing of the Project, as well as to cover the expenses provided for in this Agreement, in accordance with the specifics described in the Project published by the Platform on its website.

3. APPOINTMENT OF THE MANAGEMENT BODY

The management body of MÖLNIR PROJECT VI, S.L.U. shall take the form of a Sole Director, a position held by MÖLNIR MANAGEMENT, S.L.U. (represented by Mr. Thor Arne Talseth).

The foregoing management bodies shall be referred to individually as the “**Management Body**”.

4. EXPENDITURE POLICY

Charged to the Financing Target, the Investor authorizes MÖLNIR PROJECT VI, S.L.U. to proceed with the construction and marketing of the Development at the price and with the limitations described on the Platform’s website.

Likewise, the following expenses shall be borne by MÖLNIR PROJECT VI, S.L.U. charged against the Financing Target: notary and registry expenses and any other directly related to the formalization of the loan agreement or the constitution of the corresponding guarantees.

5. PROHIBITION ON DISTRIBUTIONS BY MÖLNIR PROJECT VI, S.L.U.

MÖLNIR PROJECT VI undertakes not to make distributions to its shareholders during the term of the Project, as well as not to incur additional indebtedness beyond that arising from the Loans, for as long as the principal and interest of the Loans have not been repaid on the specific terms and conditions specified in this Agreement, except in cases where the additional indebtedness or financing is intended to repay the Loan and Interest in favor of the Investors.

6. PRINCIPLES OF ACTION OF MÖLNIR PROJECT VI, S.L.U.

MÖLNIR PROJECT VI, S.L.U. undertakes to the Investors that the Financing Target shall be used exclusively for the purpose set forth in this Agreement.

7. INFORMATION OBLIGATIONS TOWARDS THE INVESTOR

The Platform undertakes to provide the Investor with information regarding his/her investment, through the Platform’s website, without prejudice to any other information obligations that must be complied with in accordance with applicable law.

Furthermore, the Platform, among its obligations provided for in article 23.8 of Regulation (EU) 2020/1503, shall immediately inform the Investor of any material change in the information transmitted to him/her in relation to the Project, provided on both the Platform’s website and in this Agreement.

For these purposes, a material change in information shall be understood as one which, while not impacting the profitability of the Project, provided it does not prejudice its viability or constitute an alteration to the detriment of the Investor, affects the control structure of the companies involved therein, even when such modification entails a change in the Financing Target 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 to optimize it, and must report any change in the space created for each Investor of the Project on the Platform’s website, providing a Project follow-up document explaining how the transaction will ultimately be structured.

8. RULES OF ACTION OF THE MANAGEMENT BODY OF MÖLNIR PROJECT VI, S.L.U.

The Parties agree that the Management Body of MÖLNIR PROJECT VI, S.L.U. unless the prior consent of the Investors is given (in the manner indicated in clause 17 “General Provisions”), shall in no case adopt any of the following actions:

- (i) approval of additional expenses charged to the Financing Target other than those provided for in this Agreement;
- (ii)

acquisition of shares or quotas not provided for in this Agreement; (iii) adoption of any resolutions that could harm, hinder or prevent the amortization of the Loans; and (v) adoption of any resolutions that could harm, hinder or prevent the proper enforcement of the Committed Guarantees in the event of breach, by MÖLNIR PROJECT VI, S.L.U., of the obligations undertaken under the terms of this Agreement and, where applicable, of the agreement documenting the Loans.

9. REPRESENTATIONS AND WARRANTIES IN RELATION TO MÖLNIR PROJECT VI, S.L.U.

MÖLNIR PROJECT VI, S.L.U. is a company of Spanish nationality, validly existing under Spanish law, incorporated on **31 October 2025** before the Valencia notary **Mr. Joaquín Borrell García** (protocol 3,650) and registered with the Commercial Registry of Valencia.

Additionally, MÖLNIR PROJECT VI, S.L.U. declares that under no circumstances shall there be charged against the Financing Target any expenses, costs or damages arising from activities other than those provided for in Stipulation 4.

10. GRANTING OF LOAN IN FAVOR OF MÖLNIR PROJECT VI, S.L.U. GENERAL CONDITIONS

10.1. Loan

The Committed Contribution intended for the grant of the Loan in favor of MÖLNIR PROJECT VI, S.L.U. shall be governed by the terms and conditions set out in this Agreement and in the Particular Conditions attached to this document as **Annex I**.

The Loan granted by the Investor has the nature of a **financing product**, the return of which depends exclusively on the ability of MÖLNIR PROJECT VI, S.L.U., 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 noted 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 of (ii) failure to obtain the expected monetary return.

The Investor acknowledges that extraordinary circumstances not anticipated in the Project (by way of example only: falls in real-estate market prices, decreases in demand, increases in construction costs, delays in administrative timeframes for obtaining permits or licenses, etc.) may cause the monetary return to be obtained in the future to be delayed or lower than his/her Committed Contribution, and, in his/her capacity as lender, assumes the risk and uncertainty of the execution of the Project.

The grant of the Loan shall be formalized with MÖLNIR PROJECT VI, S.L.U. 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

MÖLNIR PROJECT VI, S.L.U. undertakes to apply the funds received from the Loan solely and exclusively as indicated in this Agreement and, in particular, in accordance with the provisions of Stipulation 4 above.

The Loan shall be understood as granted at the time the Loans are made available in favor of MÖLNIR PROJECT VI, S.L.U. once the Condition Precedent has been satisfied, and therefore from that same moment MÖLNIR PROJECT VI, S.L.U. shall be obliged to repay the amounts due as principal, to pay any accrued interest, fees, taxes and expenses, and to comply with the remaining commitments incumbent upon it in accordance with the terms and conditions set forth in this Agreement.

MÖLNIR PROJECT VI, S.L.U. undertakes to adopt, within its corresponding corporate bodies, and as soon as possible after the granting of the Loans in its favor, all decisions and resolutions necessary to comply with the Financing Target.

10.3. Accrual of interest. Interest Period.

MÖLNIR PROJECT VI, S.L.U. undertakes to pay interest on the Loan in favor of the Investor at the interest rate set forth in the Particular Conditions.

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

Interest shall be deemed to accrue on the basis of a year of three hundred and sixty (360) days and shall be calculated on the days actually elapsed in the Interest Period – as defined hereinafter – (for which purpose the first day of the Interest Period shall be considered, in any event, as actually elapsed and the last day as not actually elapsed).

The duration of the Interest Period shall coincide with the duration of the Loan, as specified in the Particular Conditions, there being therefore a single interest or settlement period, which shall accordingly begin on the date on which the Loan is deemed granted in accordance with the provisions of Stipulation 10.2 above.

The interest corresponding to the single Interest Period shall be due on its maturity date, coinciding with the maturity of the Loan, and shall be paid within a maximum of ten days from its due date. The Platform shall distribute the amounts paid by MÖLNIR PROJECT VI, S.L.U. by reason of the Loan, paying the Investor the proportional share corresponding to him/her, net of any tax withholdings if legally applicable.

10.4. Majority of the Investors

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

“Majority of the Investors” shall mean the group of URBANITAE Investors whose participation in the outstanding Loan Amount pending amortization or repayment represents at any time more than fifty percent (50%) thereof.

For the purposes of the foregoing, the Platform shall notify the Investors of the decisions to be submitted for their consideration, which shall be deemed accepted by each Investor if he/she does not expressly express his/her opposition in writing within 15 calendar days. Any decision based on the Loan submitted to the Investors shall require the agreement of the Majority of the Investors, unless otherwise indicated.

For information purposes, the declaration of acceleration of the Loan, or the novation of the Loan, shall be subject to the decision of the Majority of the Investors. Notwithstanding the foregoing, the decision regarding the enforcement of the guarantee(s) shall correspond exclusively to the Platform, which shall decide at its sole discretion on such enforcement for the proper management and safeguarding of the corresponding judicial proceedings.

10.5. Mandatory ordinary amortization

MÖLNIR PROJECT VI, S.L.U. shall fully amortize the Loan and repay all amounts due to the Investor under this Agreement upon the maturity of the Loan indicated in the Particular Conditions.

10.6. Voluntary early amortization

MÖLNIR PROJECT VI, S.L.U. may repay early the total amount of the Loan, regardless of whether this coincides with the end of the Interest Period, upon prior notice to the Platform of at least twenty (20) calendar days. The early amortization shall include, together with the principal subject to amortization, all interest accrued up to the date of the early amortization which, if amortized prior to month 6, shall in any event include the amount of interest accrued during that period of time. MÖLNIR PROJECT VI, S.L.U. shall not pay any fee for early amortization.

10.7. Common rules

The obligation of MÖLNIR PROJECT VI, S.L.U. to make payments to the Investor shall be deemed satisfied when MÖLNIR PROJECT VI, S.L.U. has sufficient funds to cover its payment obligation in the virtual account that MÖLNIR PROJECT VI, S.L.U. holds on the Platform, and effectively does so.

MÖLNIR PROJECT VI, S.L.U. has the obligation to apply and settle the withholdings on capital income that the tax legislation in force requires at any given time.

Payments arising from the Loan, whether for principal, interest or expenses, shall be made (i) either on the same day on which the Loan matures or in accordance with the provisions of this Agreement for the early amortization thereof, or (ii) at the time they become due from the Investor in accordance with this Agreement, by debiting such amounts from the corresponding account in the name of the Platform, without need for prior demand for payment. MÖLNIR PROJECT VI, S.L.U. undertakes to have sufficient funds in such account to meet the said payments.

The amounts received by the Investor as payment shall be applied first to the reimbursement of expenses and taxes, secondly to default interest, thirdly to ordinary interest and, as to any excess, to the outstanding principal.

10.8. Default interest

Any delays that may occur, whether in the payment of principal, interest or expenses payable by MÖLNIR PROJECT VI, S.L.U., shall daily accrue, in favor of the Investors, the default interest indicated in the Particular Conditions, without need for demand, from the day following the due date or enforceability of the unpaid amount and until full payment.

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

10.9. Joint and independent nature of the Loan of each Investor

The contractual position assumed by each Investor vis-à-vis MÖLNIR PROJECT VI, S.L.U. in relation to its respective Loan is of a joint nature (mancomunada), and therefore the rights and obligations of the Investor are independent from those of the other Investors, unless expressly otherwise established in this Agreement and, where applicable, subject to the majority regime established in the Loan Agreement, the decision thus adopted binding all of the Investors.

10.10. Obligations of MÖLNIR PROJECT VI, S.L.U.

In relation to the Loan, MÖLNIR PROJECT VI, S.L.U. undertakes to:

- Repay the principal of the Loan and make effective the other items payable by it on any account (ordinary interest, default interest, Platform fees and expenses of any kind) on the dates and conditions agreed in the Particular Conditions.
- MÖLNIR PROJECT VI, S.L.U. undertakes to provide the Platform with the information or documentation it requests regarding its financial situation, within a maximum period of fifteen (15) days from the request and, in particular, to evidence by documentation that it is current in the payment of its respective tax obligations, with Social Security and with its employees.
- MÖLNIR PROJECT VI, S.L.U. undertakes to apply the entire amount of the Loan to the purpose described in its Loan application and in this Agreement.
- To carry out and cooperate in all actions necessary to obtain, extend or renew any authorization required for the proper fulfillment of the obligations arising from this Agreement.
- MÖLNIR PROJECT VI, S.L.U. acknowledges and authorizes the persons designated by the Platform to conduct all physical or documentary checks to verify the details described above, and to provide the requested supporting documents.

Except with the express authorization of the Investors, MÖLNIR PROJECT VI, S.L.U. undertakes (i) not to incur additional indebtedness beyond that arising from the Committed Investment not intended for the execution of the Development; (ii) not to grant loans or guarantees in favor of third parties; (iii) not to establish any type of guarantee, pledge, mortgage or any other type of in rem charge or encumbrance of the same nature over its assets in favor of third-party creditors other than the Investors; (iv) not to participate directly or indirectly in projects other than the Project; and (v) not to make distributions to its shareholders.

However, and as an exception to the foregoing, MÖLNIR PROJECT VI, S.L.U. may exercise the powers identified in item (iii) of the preceding paragraph, without the express authorization of the Investors, in the event that such actions are carried out in favor of the potential purchasers of the real-estate units forming part of the Development and for the purpose of proceeding to their effective transfer.

The information and authorization obligations for documentary controls provided for in this clause for MÖLNIR PROJECT VI, S.L.U. shall equally apply to any surety, pledgor or, in general, any guarantor of the Loan.

10.11. Loan Guarantees

MÖLNIR PROJECT VI, S.L.U. is liable for the complete and timely fulfillment of the obligations assumed under this Agreement and under the Loan Agreement (the “**Guaranteed Obligations**”) with all its assets, present and future, in the sense set forth in article 1,911 of the Civil Code regarding the universal patrimonial liability of the

debtor.

Additionally and without prejudice to the foregoing, MÖLNIR PROJECT VI, S.L.U. shall grant the following Committed Guarantees, which shall be granted simultaneously with the execution of the Loan Agreement, in order to ensure the complete and timely fulfillment of the Guaranteed Obligations assumed by MÖLNIR PROJECT VI, S.L.U. on the terms provided for in this Agreement:

- First-ranking mortgage over the Property, with mortgage liability of 135% of the principal amount of the debt. The mortgage must be registered and free of encumbrances of any kind, including purchase options, resolutive conditions or similar rights in relation to the Assets.
- First-ranking pledge over the quotas of MÖLNIR PROJECT VI, S.L.U. in which the Property is located. There must be no other assets located in this company.
- Assignment to the Lender, in the event of enforcement of the guarantees, of any contract or agreement with third parties related to the development or execution 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.
- First-ranking pledge over the borrower's bank accounts.
- Any corporate loan of the borrowers must be subordinated to our debt.

10.12. First-ranking real-estate mortgage

MÖLNIR PROJECT VI, S.L.U., as security for the complete and timely fulfillment of its Guaranteed Obligations, undertakes to grant a first-ranking real-estate mortgage right over the following registered Property:

- Registered property number 30807 (Unique Registry Code: 03056000357771), on which the Development shall be carried out on the terms described in **Recital IV** above (the "**Mortgage**"). MÖLNIR PROJECT VI, S.L.U. declares that the said Property is free of encumbrances.

For the purposes of the constitution and, where applicable, enforcement of the guarantees indicated in point 10.11 and in this point 10.12 (the "**Committed Guarantees**"), simultaneously with this Agreement and indissolubly therewith, the Investor enters into the mandate agreement attached as **Annex III**, in favor of the corresponding Security Agent as such term is defined in said mandate agreement.

For these purposes, without prejudice to the irrevocable mandate granted by the Investor in favor of the Platform pursuant to Stipulation 2 above, the Investor undertakes to grant any public and private documents, of any kind, that may be necessary, pertinent or convenient for the proper enforcement of both Committed Guarantees, all of the foregoing upon prior request of the Platform.

Finally, and in accordance with the provisions of this Agreement, the Investor's contractual position in the Loan may be assigned to a third party previously designated by the Platform for the proper constitution and enforcement of the Committed Guarantees.

10.13. Assignment of the Loan

The Investor may assign in whole or in part his/her rights arising from the Loan subject to prior notice to MÖLNIR PROJECT VI, S.L.U. The assignment shall automatically entail the subrogation of the assignee in the position of the assignor, both in relation to this Agreement and any other agreement entered into, where applicable, in relation to the financing of the Project. Notwithstanding the foregoing, the validity of the assignment shall be subject to the registration of the new creditor on the Platform.

In such case, the Committed Guarantees that are the subject matter of this Stipulation shall subsist and continue to have full effect.

10.14. Recourse of the Investors

If for any circumstance MÖLNIR PROJECT VI, S.L.U. fails to meet the amortization of the Loan within the periods and conditions provided, the Investor in any event assumes the risk of non-payment and acknowledges that he/she shall have recourse against the assets of MÖLNIR PROJECT VI, S.L.U.

11. INFORMATION REGARDING PAYMENTS AND THE RISKS ASSOCIATED WITH THE TRANSACTION

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

The Investor declares having read and understood the risks associated with the transaction and the investment described on the Platform's website and, in particular, declares being aware of the risk of total or partial loss of the capital invested by way of 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 shall accrue in favor of the Platform and shall be borne by MÖLNIR PROJECT VI, S.L.U.:

- **Project fee:** Once the financing campaign is completed, MÖLNIR PROJECT VI, S.L.U. shall pay the Platform the project fee indicated in the Particular Conditions, calculated on the Financing Target, plus any legally applicable Value Added Tax. The project fee for each Loan shall be deducted only once from the total Loan funds before the funds are made available to MÖLNIR PROJECT VI, S.L.U.
- Any **other fees or expenses attributable** to MÖLNIR PROJECT VI, S.L.U. by the Platform or any Debt Collection Agency engaged by the Platform in relation to the Loans, such as, without limitation, expenses
 - of investigation, Debt Collection Agency,
 - expenses arising from extensions of this Agreement or of the agreement under which the Loan is formalized, if any, as well as any other incurred in obtaining reports necessary for its grant, claim, investigation of assets or their encumbrances, collection management, registry searches, obtaining notarial certificates and notarial, postal, telegraphic, certified-mail or similar demands, as well as any other justifiable external expense incurred until the regularization of any matured debtor position.

Likewise, the following shall be borne by MÖLNIR PROJECT VI, S.L.U.:

- Any other expenses and taxes arising from the granting of this agreement, as well as from the constitution (registration and cancellation where applicable), modification and enforcement of the Committed Guarantees, including payment of the tax on documented legal acts even where MÖLNIR PROJECT VI, S.L.U. is not the taxable person of said tax.
- Fees of the Security Agent.
- Appraisal expenses of the mortgaged Property.
- Procedural agency expenses for the processing of the settlement and registration/cancellation, where applicable, of the Guarantees.

13. GROUNDS FOR TERMINATION

MÖLNIR PROJECT VI, S.L.U. accepts that the Platform may, in the name of the Investor, terminate the Agreement and request full repayment of the amounts owed in relation to it, if:

- MÖLNIR PROJECT VI, S.L.U. fails to make a payment or only partially pays an amount due under this Agreement;
- MÖLNIR PROJECT VI, S.L.U. 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 be able to publish its Project application on the Platform, or has affected the creditworthiness rating that the Platform has assigned to MÖLNIR PROJECT VI, S.L.U.;
- MÖLNIR PROJECT VI, S.L.U. or any of its guarantors, if any: i) fail to comply with their economic information obligations or fail to deposit, being legally obliged to do so, their annual accounts at the corresponding Commercial Registry; ii) are not current in the payment of their tax obligations, with Social Security or with their employees; iii) become delinquent vis-à-vis other creditors; iv) suffer the attachment of their assets, cause its lifting or liquidate them; v) are declared in insolvency or file a voluntary insolvency petition or have a necessary insolvency petition accepted for processing; vi) fail to comply with their obligations to identify the beneficial owner if applicable to them; as well as; vii) in the event that they breach any other obligations arising from or linked to this Agreement.
- MÖLNIR PROJECT VI, S.L.U. uses the Loan for a purpose different from that described in the application by virtue of which it was granted;
- MÖLNIR PROJECT VI, S.L.U. has breached the terms of any loan or credit agreement to which it is a party (including those not managed through the Platform) and, in addition, MÖLNIR PROJECT VI, S.L.U. has been required to repay it early due to breach, or the Platform has reasonable grounds to believe that, as a result of this: (i) MÖLNIR PROJECT VI, S.L.U. may also imminently breach the conditions of this Agreement, or (ii) any of the grounds for termination of this Agreement set out in this Stipulation may occur;

- In the event that all or part of the Committed Guarantees are declared invalid or unenforceable by judicial decision and MÖLNIR PROJECT VI, S.L.U. has not provided the Platform with a satisfactory and sufficient alternative guarantee fully replacing the potentially unenforceable or invalid Committed Guarantees within fifteen (15) days from being duly required to do so by the Platform.

14. JUDICIAL CLAIM

In the event of breach of the payment obligations arising from the Agreement and the consequent acceleration thereof, 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 an individual or a legal entity, including for the purpose of enforcing the Committed Guarantees or claiming the corresponding debt by bringing the actions arising from this Agreement. To this end, the Platform may refer the judicial claim to the debt collection agency with which it reaches an agreement for the claim of the payments owed linked to its Loan.

The Platform may also, in its own name and on behalf of the Investors, carry out or instruct a third party to carry out, the corresponding actions for the judicial or extrajudicial claim of any payment arising from the Loan, including the constitution or enforcement of any guarantee including the Committed Guarantees. To this end, the Platform shall decide at its sole discretion on the enforcement of the guarantees, adopting all measures it deems appropriate for the proper management and safeguarding of the corresponding judicial proceedings.

15. NOTICES

The Parties consent to the formalization of the Loan by electronic means and the sending of any notices to the email address contacto@urbanitae.com, this means being therefore applicable to the provisions of Law 34/2002, of 11 July, on Information Society Services and Electronic Commerce, and of Law 22/2007, of 11 July, on the Distance Marketing of Financial Services Aimed at Consumers.

It is the responsibility of MÖLNIR PROJECT VI, S.L.U. to reliably communicate any change in the contact details indicated, and until such change is duly communicated to the Platform, the data currently available shall be valid for the accreditation of any notice in relation to this Agreement.

16. TERM OF THE AGREEMENT AND CONDITION PRECEDENT

This Agreement shall enter into force with respect to all the Parties on the date of its acceptance, without prejudice to the condition precedent set out below (the “**Condition Precedent**”):

The Agreement shall effectively enter into force when the Financing Target of the Project is reached within the established period. At that time, the Platform shall inform each of the Parties, for that purpose, of their Committed Contribution and the percentage it represents of the total Financing Target. If the Financing Target is not reached, the Agreement shall be without effect.

17. GENERAL PROVISIONS

The Platform shall notify the other Parties of any applicable regulations that may entail modifications to the Agreement, as well as any other modification that must be made for any objective cause, with the changes to be made to the Agreement having to be previously agreed by the Platform and MÖLNIR PROJECT VI, S.L.U.

Such modifications shall be deemed accepted by the Investor if he/she does not expressly express his/her opposition in writing within 15 calendar days.

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

The expenses and taxes arising from the granting and performance of the Agreement and of the transactions contemplated therein, including the constitution, modification, cancellation and eventual enforcement of the Committed Guarantees, shall be borne by MÖLNIR PROJECT VI, S.L.U.

The Platform, MÖLNIR PROJECT VI, S.L.U. and the Investors may not assign the rights and obligations arising therefor from the Agreement, unless otherwise established in this document.

For anything not provided for in this Agreement, the provisions of the General Terms and Conditions of Contracting available at www.urbanitae.com shall apply to the Investor, which the Investor has declared to know and

understand and accepts in all their terms.

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

18. COMPLAINTS

The Platform has a Customer Defense Regulation in which the procedures for the submission of complaints and claims by the Investor and the procedures for their resolution are detailed. The details of the Customer Service of the Platform through which the complaints and claims will be resolved are as follows:

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

The Platform is obliged to address and resolve complaints and claims submitted by the Investor by any means to this service within a period of two months from their submission. After this period has elapsed, the Investor may turn to the Claims Service of the National Securities Market Commission.

19. GOVERNING LAW AND JURISDICTION

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

ANNEX I
PARTICULAR CONDITIONS OF THE LOANS

Transaction	Bridge Loan for the partial financing of the land acquisition and initial costs of the residential development of 24 dwellings in El Campello (Alicante).
Type	Financing
Principal amount	Total Loan Amount: €2,255,000 (single-tranche disbursement).
Borrower	MÖLNIR PROJECT VI, S.L.U.
Purpose	To partially finance the land purchase price and initial costs of the Development, as well as the corresponding VAT, with a single bullet repayment at maturity and return of the VAT once refunded by the Spanish Tax Agency (AEAT).
Term	12 months from signing, automatically extendable for an additional 6 months (1.5% extension fee).
Guarantees	<ul style="list-style-type: none"> • First-ranking mortgage over the Asset (mortgage liability of 135% of the principal of the total mortgage debt); first-ranking pledge over the borrower's bank accounts, including the VAT account; and first-ranking pledge over the quotas of the Debtor holding the Project.
Structuring Fee	4.25% on the financing raised (total gross loan amount) + VAT.
Interest rate	10.0% simple annual (single-tranche transaction).
Minimum interest duration (make whole)	Equivalent to 6 months of interest and fees (single-tranche transaction).
Expenses	<ul style="list-style-type: none"> • Expenses: notary, registry and any other directly related to the formalization of the loan agreement shall be borne by the borrower (MÖLNIR PROJECT VI, S.L.U.).
Amortization type	Single (bullet) amortization at maturity.
Default Fee	2.0%
Default Interest	1.5% monthly with monthly capitalization.
Acceleration	<p>Acceleration clauses: the occurrence of any early amortization events for this type of transaction, including, without limitation:</p> <ul style="list-style-type: none"> • Non-payment. • Inability to register the mortgage at the Registry within 3 months from closing of the transaction. • Insolvency Proceedings. • The existence of charges, encumbrances or rights of any kind not recorded in the loan deed. • If contributions, charges, taxes, fees and preferential charges affecting or encumbering the mortgaged property are not paid in due time. • Any unlawful act carried out by the borrower. • Change of control.

- Total or partial sale of the Development.
- If any of the representations made by the borrowing party prove to be false.

Disbursements

Defined on the previous page

Exclusivity

3 (three) months from the date of signing of the indicative offer (Term Sheet).

ANNEX II
The Project



ADORAS atelier
arquitectura



MÖLNIR
Real Estate Group

EL CAMPELLO P-UZ-7

ESTUDIO VIABILIDAD

JUNIO 2026





El contenido de este documento es propiedad de ADORAS ARQUITECTURA S.L.P. Por tanto, esta información sólo podrá ser utilizada con el objetivo de analizar la propuesta, respetando, al mismo tiempo, la confidencialidad de dicha información. Queda prohibido divulgar, reproducir, copiar o distribuir esta información en su totalidad o parcialmente. Los términos de este compromiso de confidencialidad se extenderán a los asesores o consultores que participen en el análisis de la operación. La existencia y el contenido de negociaciones relacionadas con la operación serán tratadas de forma confidencial. Si las obligaciones de confidencialidad no fueran cumplidas, se deberá notificar de forma inmediata.



EL LUGAR



EMPLAZAMIENTO

01. EL LUGAR





EMPLAZAMIENTO

01. EL LUGAR





RELACIÓN CON EL ENTORNO Y VISTAS

01. EL LUGAR





NORMATIVA



PARÁMETROS URBANÍSTICOS

02. NORMATIVA

PARCELA C/ U.Z.-7 - P.P. "La Mar" (ALICANTE, EL CMAPELLO)

DATOS GENERALES:

- Superficie parcela: 5666.31 m²
- Edificabilidad Total: 2889.03 m²
- Ocupación Máxima: 30 % (1699.89 m²)
- Calificación: Clave 21bis-U.Z.7 (Urbano)
- Clasificación: SUELO URBANIZABLE PROGRAMADO (SUP/10)

USOS PERMITIDOS:

- La vivienda unifamiliar.
- Comercial al por menor hasta el límite de 200 m² por Unidad de zona.
- Uso sanitario con el límite de 100 m² por Unidad de zona.
- Uso hostelero.

RETRANQUEOS:

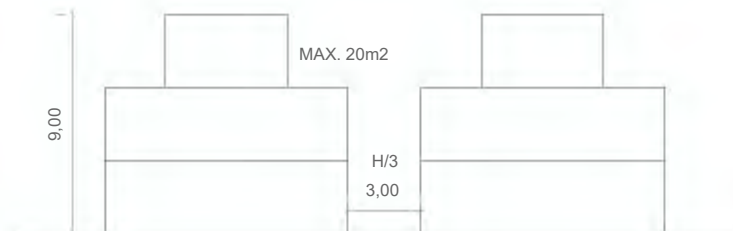
- Las edificaciones se separarán un mínimo de 5 metros de los lindes frontales y laterales de la parcela.

EDIFICACIÓN:

- Nº máximo de viviendas: 24
- Nº de plantas: 3 (PB+P1+Buhardilla)
- Altura máxima: 9 metros (correspondiendo a PB y una planta de piso, se admiten las construcciones de acceso a la terraza así como una buhardilla cuyo espacio cerrado máximo no excederá de 20 m²)
- La vivienda mínima tendrá una superficie igual o superior a 90 m² útiles.
- Separación entre edificaciones: 1/3 H (min. 3m)
- Las cubiertas se adecuarán a las soluciones tradicionales del entorno, con pendiente máxima del 36%. Se permiten, por motivos de diseño, cubiertas planas.

APARCAMIENTOS:

- Es obligatoria la creación como mínimo de una plaza de aparcamiento por vivienda, pudiéndose situar en el semisótano o en el resto de la parcela.





PROPUESTA



PROPUESTA DE IMPLANTACIÓN

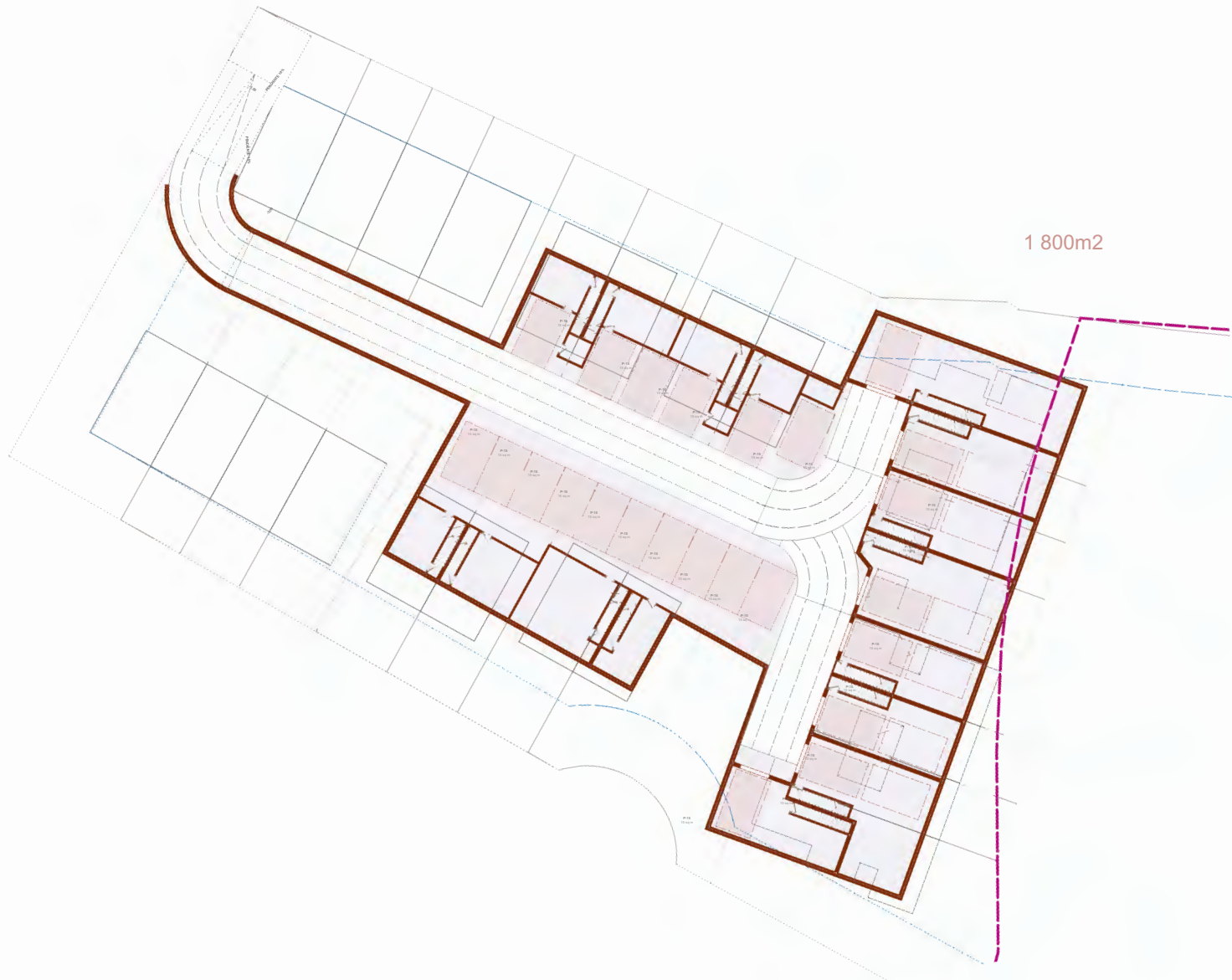
03. PROPUESTA



TOTAL: 24 VIVIENDAS DE 3 DORMITORIOS

PARKING SUBTERRANEO

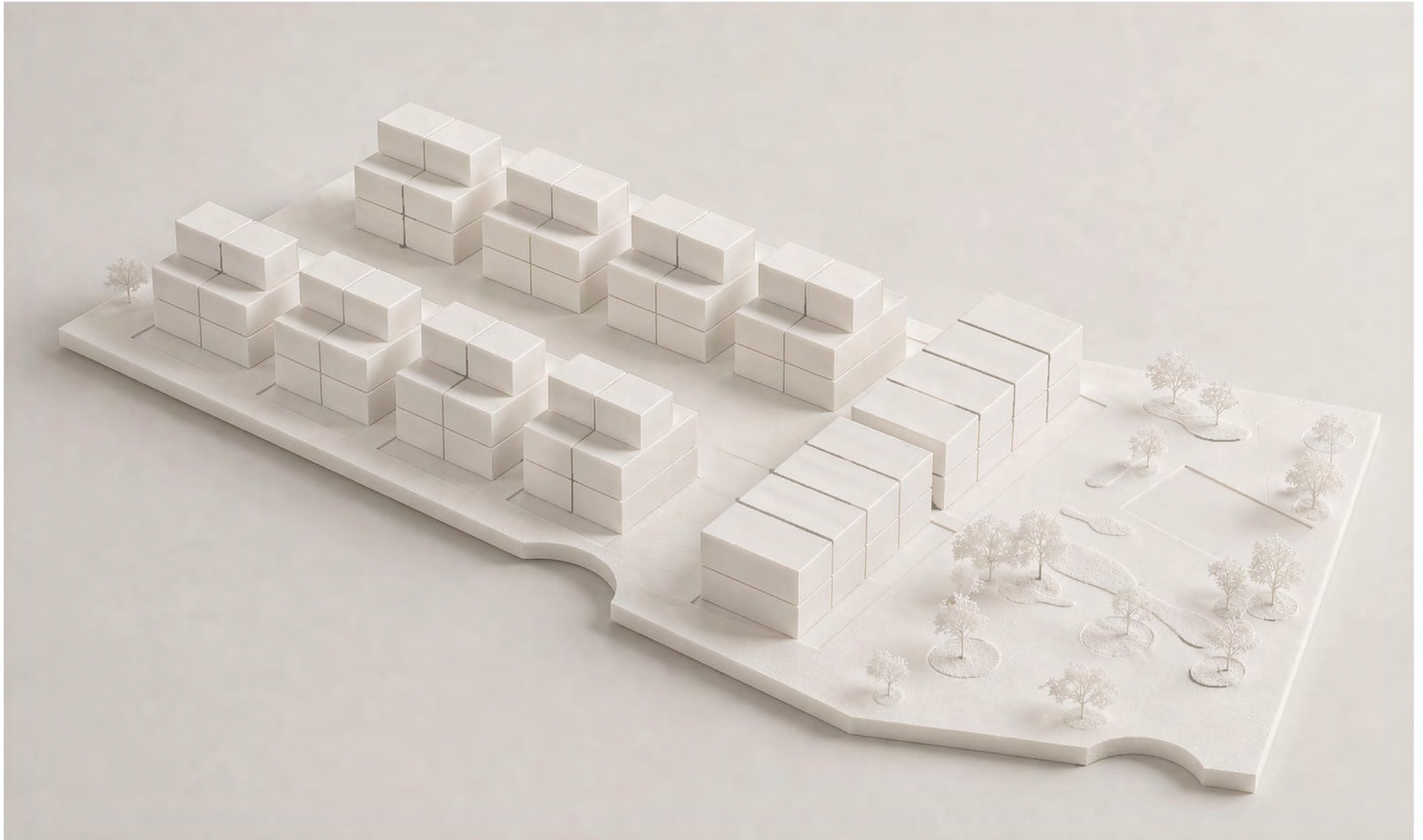
03. PROPUESTA





COMPOSICIÓN VOLUMÉTRICA

03. PROPUESTA

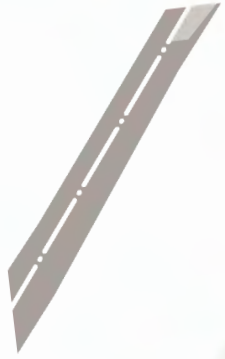




TIPOLOGÍAS

PLANO GENERAL TIPOLOGÍAS

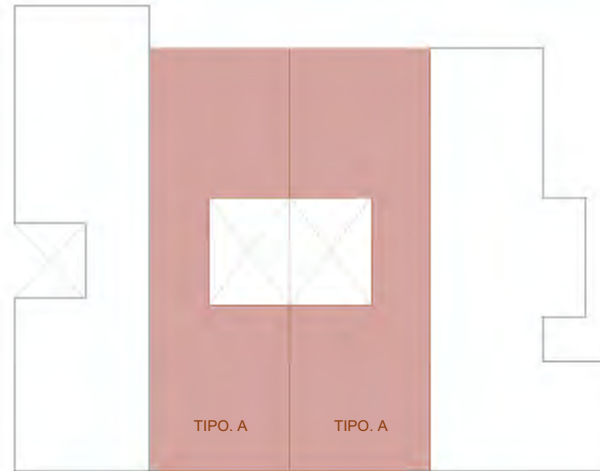
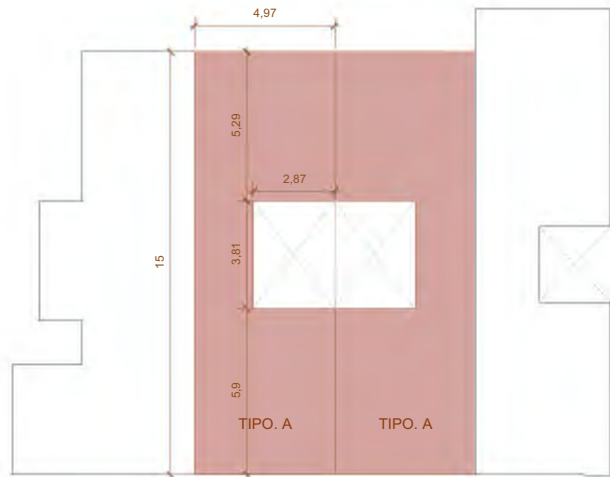
03. PROPUESTA





CONJUNTO DE VIVIENDAS PREMIUM TIPO A

03. PROPUESTA



A		Total
Subterráneo		
Aparcamiento	60-70	
Trastero	-	
Planta baja		
Construida	62,95	
Patio	9,80	
Terraza	16,10	
Jardín	22,30	
Planta primera		
Construida	67,10	
Terraza	4,30	
Cubierta		
Instalaciones	16,10	
Rooftop	35,00	



TIPO A - TIPOLOGÍA DE REFERENCIA

03. PROPUESTA

e: 1/100

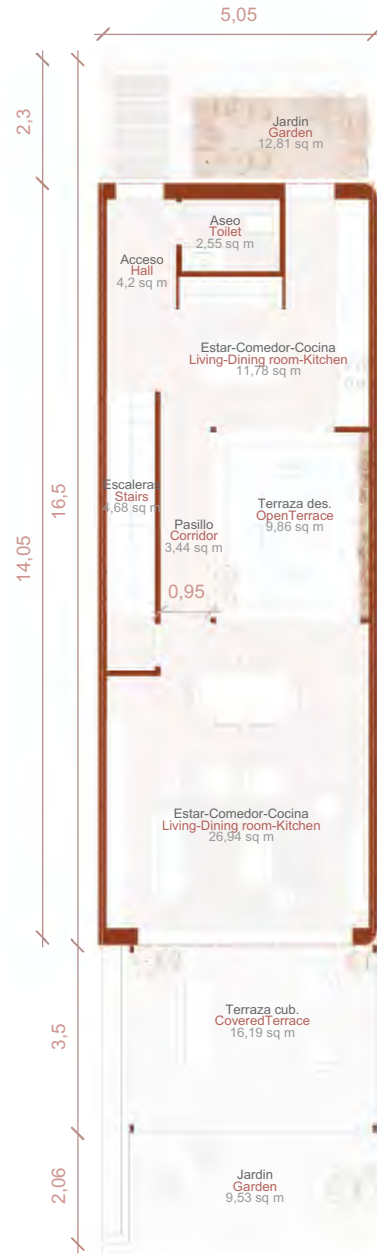


3D

Sup. Construida total : 130 m²



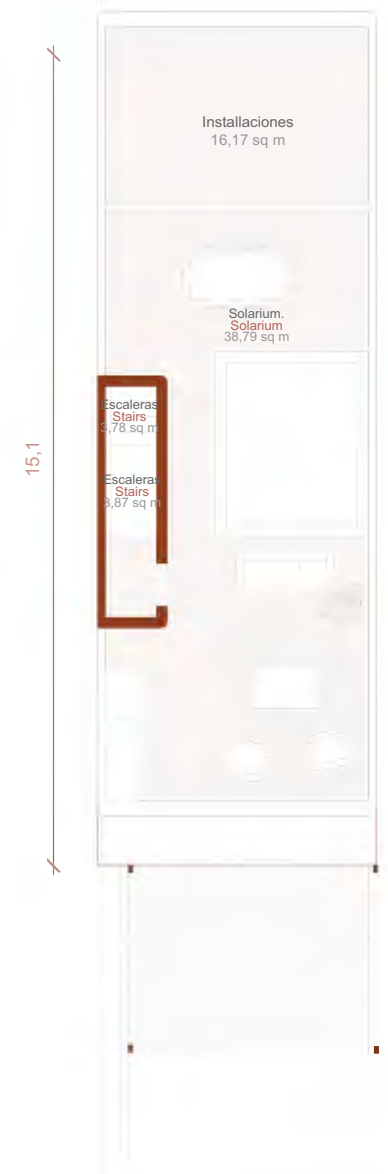
PLANTA SOTANO



PLANTA BAJA



PLANTA PRIMERA

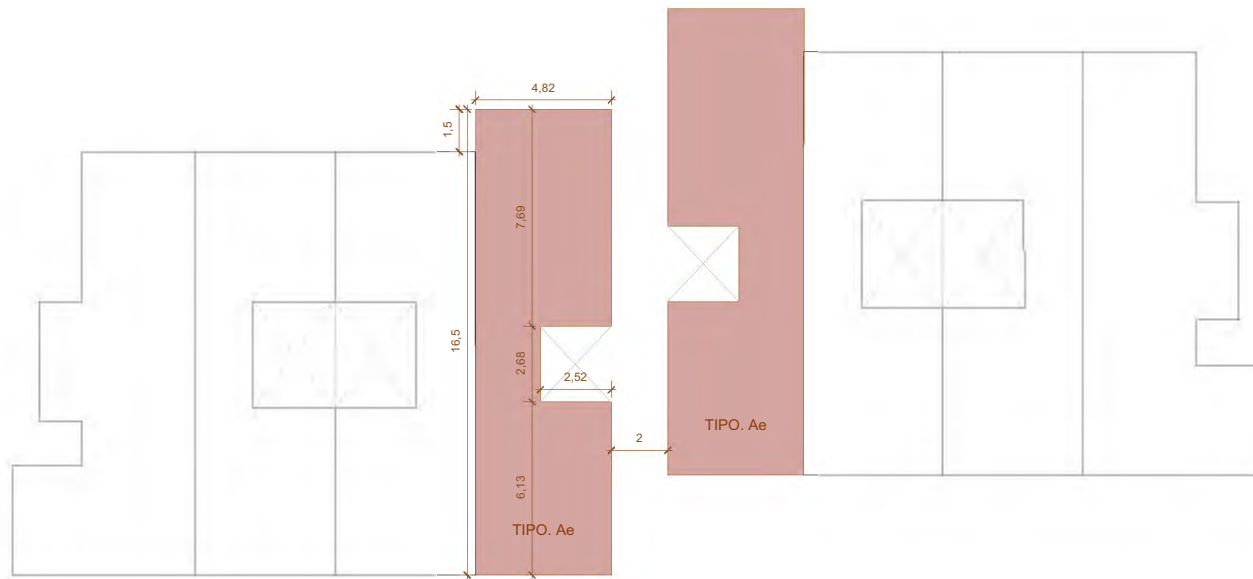


PLANTA CUBIERTA



CONJUNTO DE VIVIENDAS PREMIUM TIPO Ae

03. PROPUESTA



Ae	Total
Subterráneo	
Aparcamiento	60-70
Trastero	-
Planta baja	
Construida	71,70
Patio	6,70
Terraza	15,20
Jardín	8,30
Planta primera	
Construida	67,30
Terraza	4,80
Cubierta	
Instalaciones	15,50
Rooftop	38,20



TIPO Ae - TIPOLOGÍA DE REFERENCIA

03. PROPUESTA

e: 1/100

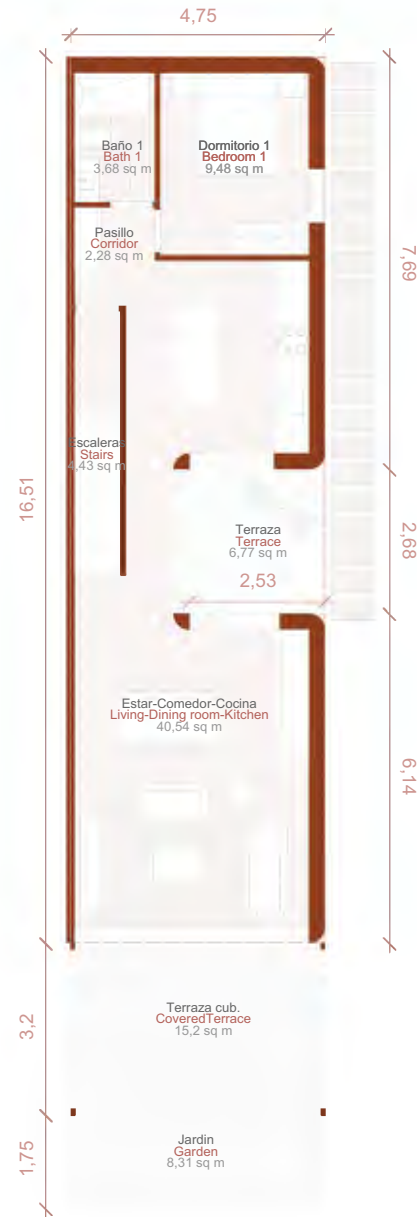


3D

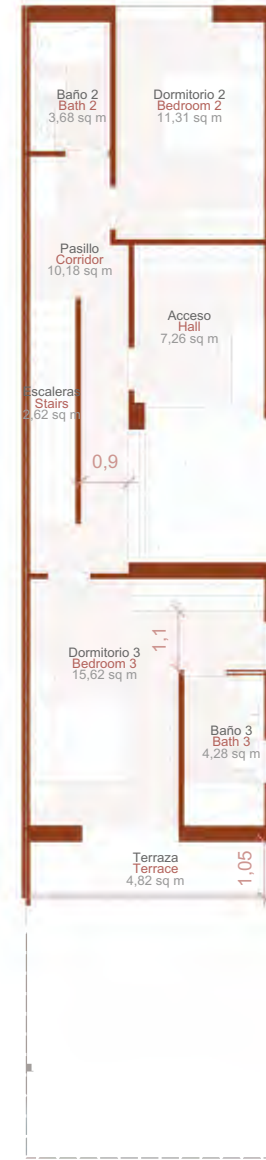
Sup. Construida total : 130 m²



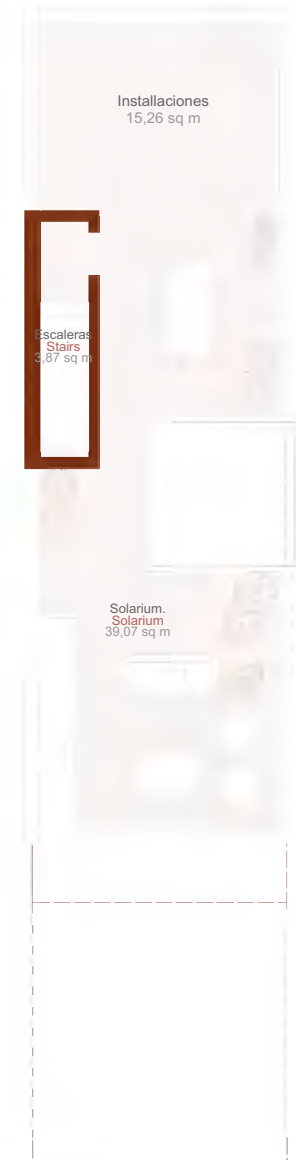
PLANTA SOTANO



PLANTA BAJA



PLANTA PRIMERA

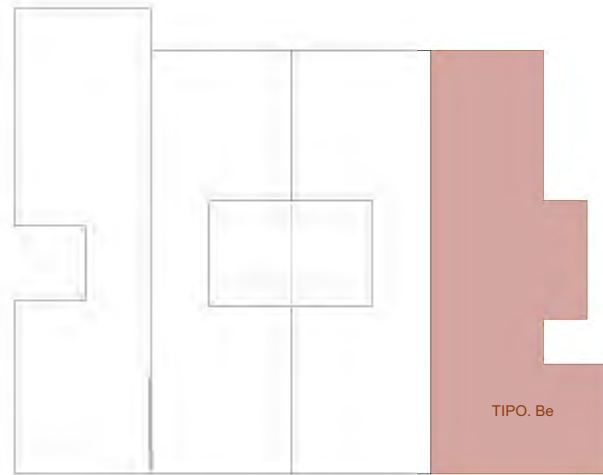
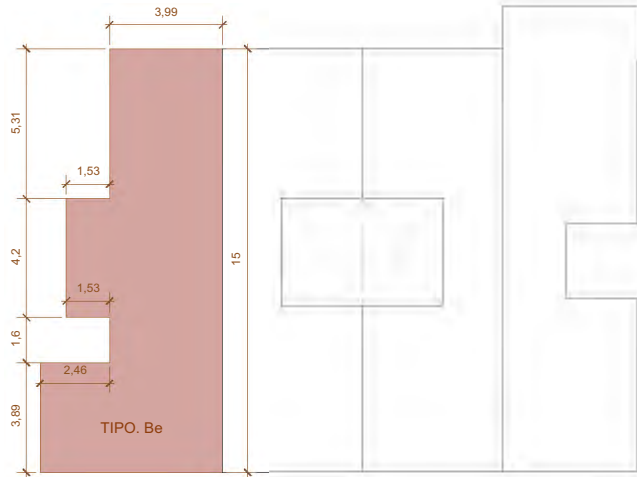


PLANTA CUBIERTA



CONJUNTO DE VIVIENDAS PREMIUM TIPO Be

03. PROPUESTA



Be	Total
Subterráneo	
Aparcamiento	60-70
Trastero	-
Planta baja	
Construida	72,80
Patio	-
Terraza	16,00
Jardín	171,00
Planta primera	
Construida	72,80
Terraza	-
Cubierta	
Instalaciones	9,40
Rooftop	49,20



TIPO Be - TIPOLOGÍA DE REFERENCIA

03. PROPUESTA

e: 1/100

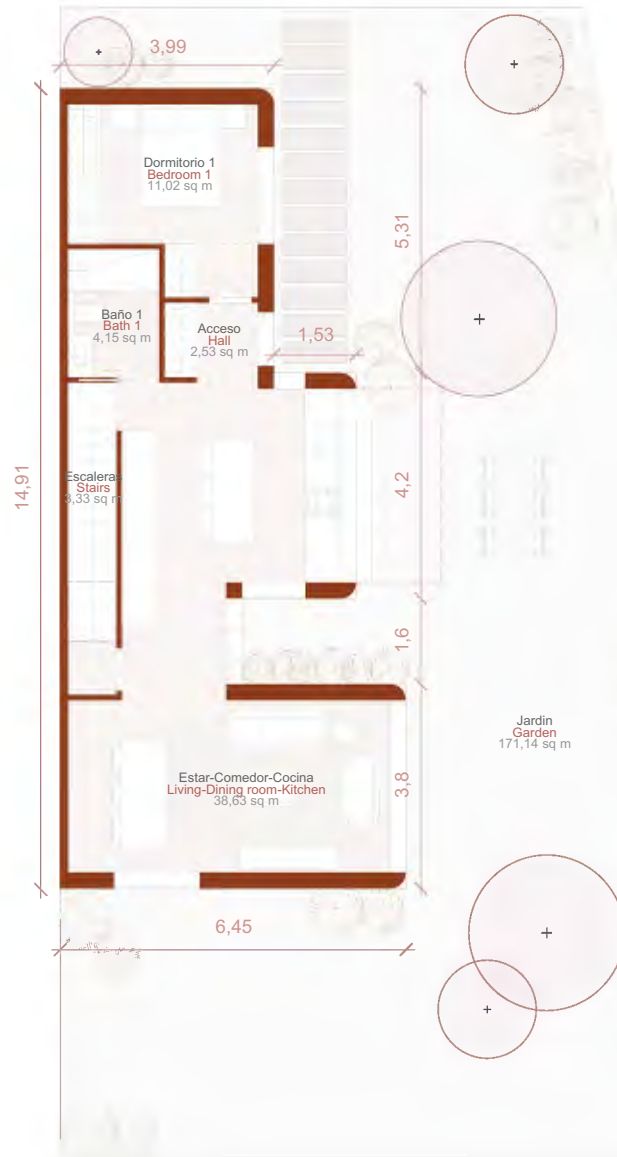


4D

Sup. Construida total: 138,90 m²



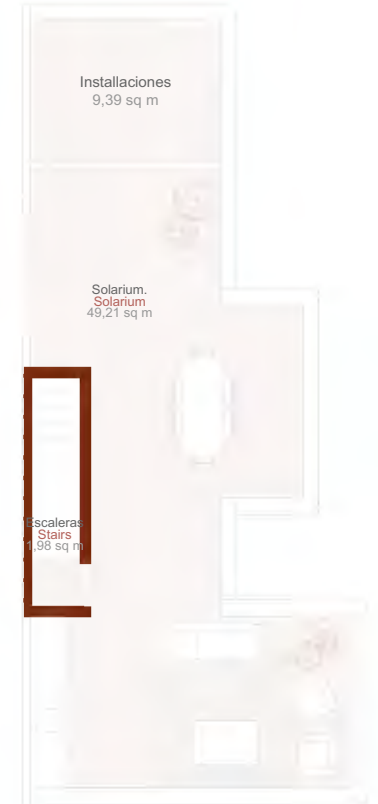
PLANTA SOTANO



PLANTA BAJA



PLANTA PRIMERA

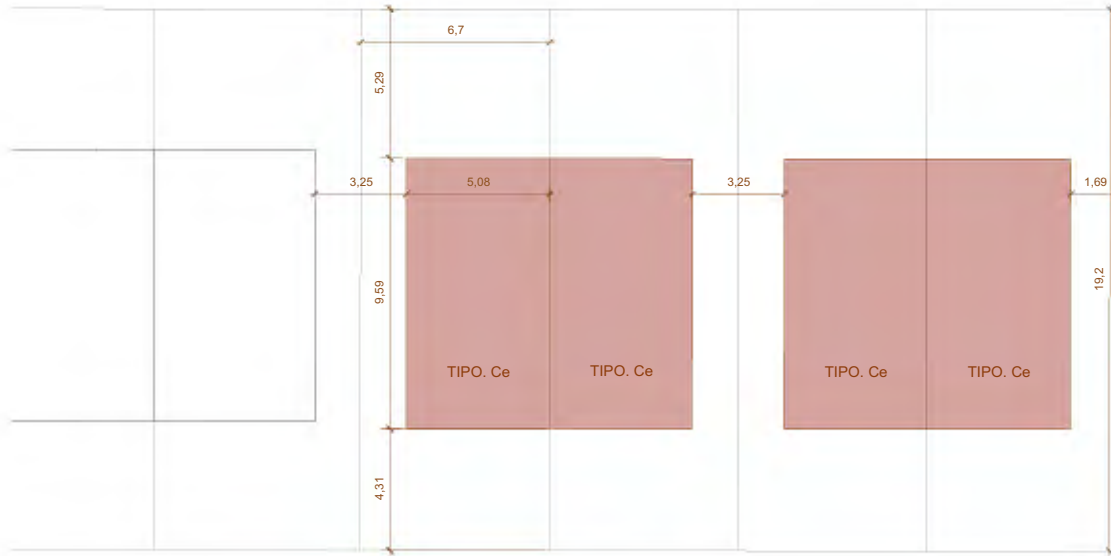


PLANTA CUBIERTA



CONJUNTO DE VIVIENDAS TIPO C

03. PROPUESTA



Ce	Total
Subterráneo	
Aparcamiento	15,00
Trastero	30,00
Planta baja	
Construida	53,00
Patio	-
Terraza	19,00
Jardín	69,00
Planta primera	
Construida	57,00
Terraza	-
Cubierta	
Instalaciones	10,00
Rooftop	32,00



TIPO C - TIPOLOGÍA DE REFERENCIA

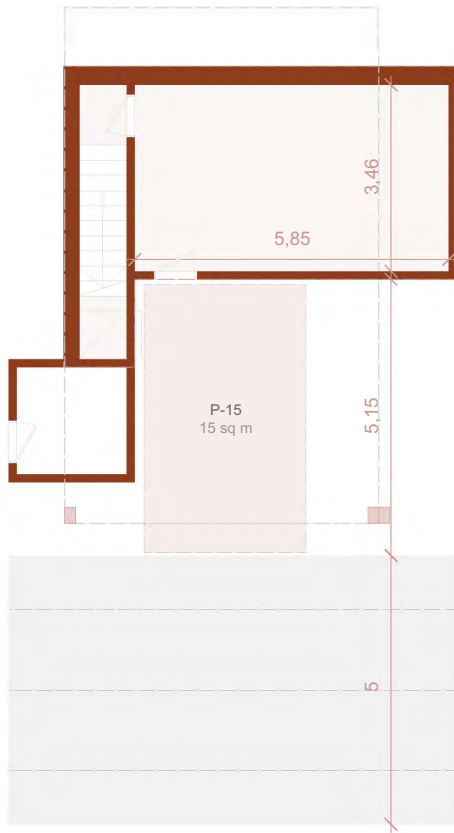
03. PROPUESTA

e: 1/100

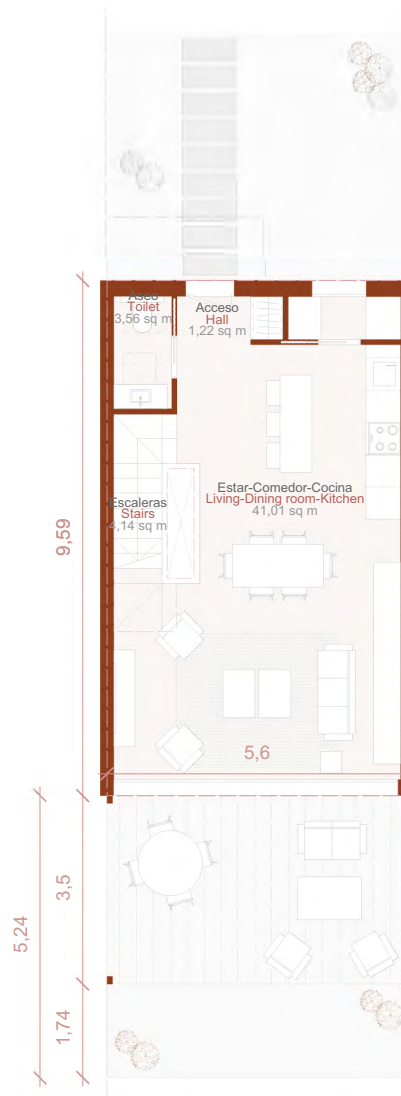


3D

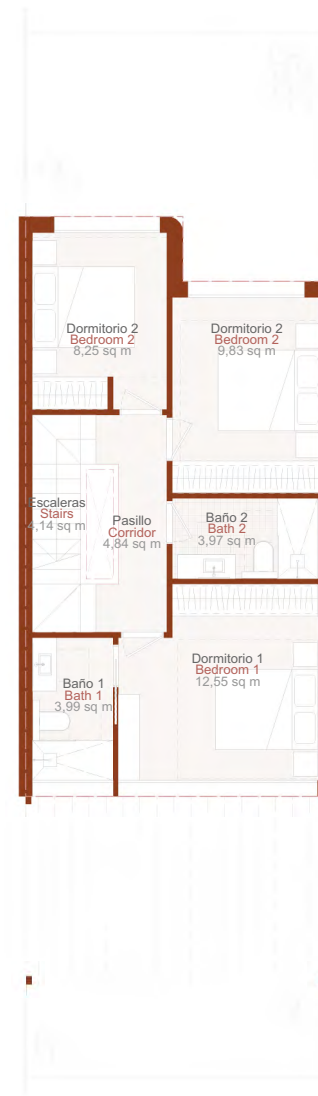
Sup. Construida 110 m²



PLANTA SOTANO



PLANTA BAJA



PLANTA PRIMERA

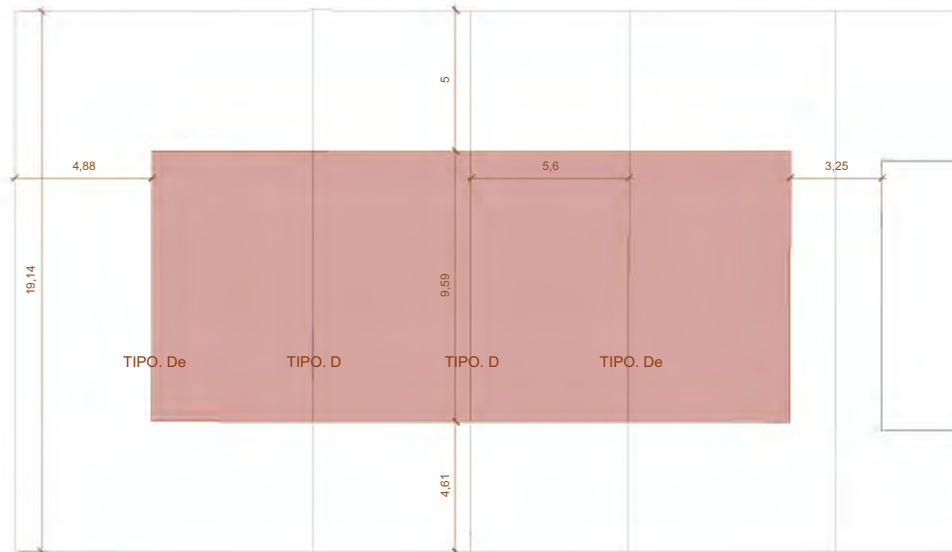


PLANTA CUBIERTA



CONJUNTO DE VIVIENDAS TIPO D

03. PROPUESTA



D	Total	
	Subterráneo	
	Aparcamiento	15,00
	Trastero	4,00
	Planta baja	
	Construida	48,00
	Patio	-
	Terraza	19,00
	Jardín	35-65
	Planta primera	
	Construida	50,00
	Terraza	-
	Aticó	
	Construida	20,00
	Terraza	25,00



TIPO D - TIPOLOGÍA DE REFERENCIA

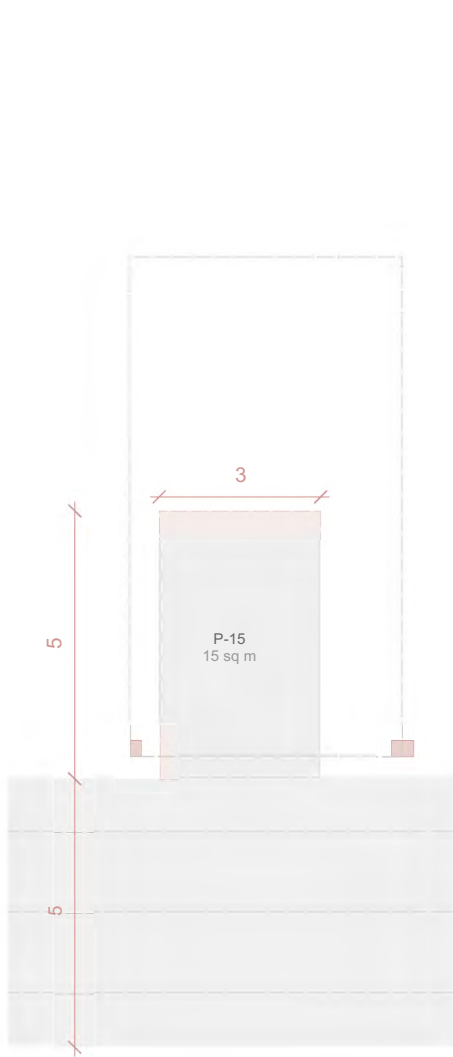
03. PROPUESTA

e: 1/100



3D

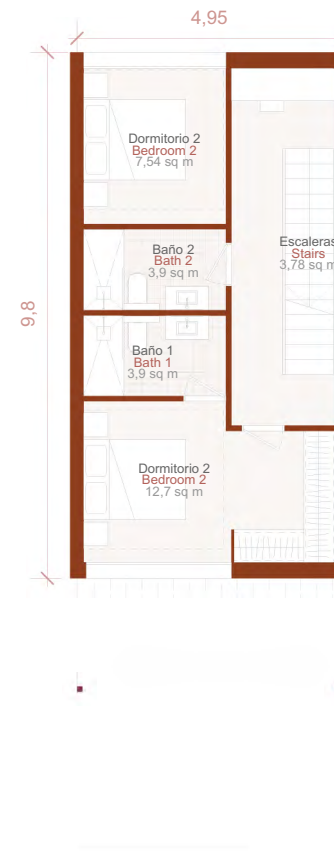
Sup. Construida 118 m²



PLANTA SOTANO



PLANTA BAJA



PLANTA PRIMERA



PLANTA CUBIERTA



IMAGENES ASPIRACIONALES



VIVIENDAS PREMIUM CON VISTAS AL MAR

03. PROPUESTA





FACHADA

03. PROPUESTA





SOLARIUM CON VISTAS AL MAR

03. PROPUESTA





PATIO INTERIOR
03. PROPUESTA





VIVIENDA PREMIUM INTERIOR
03. PROPUESTA





VIVIENDA PREMIUM INTERIOR

03. PROPUESTA





KEY DEVELOPMENT METRICS



KEY DEVELOPMENT METRICS

03. PROPUESTA

CATEGORY	METRIC	VALUE
DEVELOPMENT PARAMETERS	Plot Area	5666,31 m ²
	Buildable Area	2889,03 m ²
	Occupancy	30% (1699,89 m ²)
	Height	GF + 1 + Attic (20 m ² max)
	Max Units (planning)	24 units
PROPOSED PRODUCT	Proposed Units	24 units
	Average Unit Size	120 m ²
	Average Private Garden	30-65 m ²
	Total Built Area (above ground)	2880 m ²
	Parking Provision	24 spaces
	Typology Mix	3-bedroom units
	Communal Areas	Swimming pool & Landscaped garden
PRELIMINARY FINANCIAL INPUTS	Private Residential Built Area (above ground, incl. stairs)	2888 m ²
	Private Outdoor Built Area (terraces, porches, patios)	900 m ²
	Private Outdoor Built Area (gardens)	880 m ²
	Private Outdoor Built Area (solariums)	770 m ²
	Basement Built Area (underground parking)	1700 m ²
	Landscaped Open Area	2500 m ²

**Emoción
Mixticidad
Futuro**

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Alicante

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ADORAS

atelier
arquitectura

ANNEX III

INDIRECT MANDATE AGREEMENT IN FAVOR OF THE SECURITY AGENT

Of the one part,

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 hereinafter (the “**Investors**” or the “**Principals**”);

Of the other part,

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

And, of the other part,

PROPTECH SERVICIOS GENERALES, S.L., a company of Spanish nationality, with Tax ID No. B13857610 and registered office at calle Castelló, number 23, 1st floor, Madrid (the “**Security Agent**” or the “**Mandatar**”).

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

The Parties mutually acknowledge that they have sufficient capacity to enter into this indirect mandate agreement (the “**Mandate Agreement**” or the “**Agreement**”) and, to that end,

STATE

- I. That the Platform, which holds authorization as a crowdfunding services provider from the Spanish National Securities Market Commission (CNMV), file number 2023045268 and authorized under license number 4, is a company that brings together a limited number of users, called investors (individuals or legal entities) who offer financing in exchange for a monetary return, with users who request financing in their own name to allocate it to a real-estate crowdfunding project, called developers.
- II. That the Platform is a “crowdfunding platform” within the meaning of article 2 of Regulation (EU) 2020/1503 of the European Parliament and of the Council of 7 October 2020 on European crowdfunding service providers for business, 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 under which the Investors have the opportunity to grant financing to MÖLNIR PROJECT VI, S.L.U. (the “**Company**”) for the purpose of financing the proper execution and marketing of the Project, with each of the Investors expressing his/her interest in participating therein by granting financing in the form of a loan in favor of the Company in an amount equivalent to his/her corresponding Committed Contribution, resulting in a potential return for each of the Investors through payment of interest and amortization of said loan (the “**Loan**” and jointly, together with those corresponding to the remaining Investors, the “**Loans**”).
- IV. That, to that end, each of the Investors enters into today, and simultaneously with this agreement, through the Platform (as a website) a financing agreement with the Platform and the Company, 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 the Company, as well as the committed Guarantees – as defined hereinafter – and of granting in favor of the Platform an irrevocable mandate so that it carries out intermediation tasks through the Platform, in relation to the Loan, between the Security Agent, the payment institution, the Company 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, shall be formalized by means of the corresponding loan agreement entered into in a private document between the Investors, represented by the Platform, and the Company (the “**Loan Agreement**”), with the complete, exact and timely fulfillment of the obligations assumed by the Company under said Loan Agreement being guaranteed (the “**Guaranteed Obligations**”), among others by:

a. First-ranking real-estate mortgage (the “**Mortgage**”)

The Company, as security for the complete and timely fulfillment of its Guaranteed Obligations, undertakes to grant a first-ranking real-estate mortgage right over registered property number **30807** (Unique Registry Code: 03056000357771), on which the Development shall be carried out.

Hereinafter the Mortgage and other guarantees provided for in the Agreement to which this annex pertains shall be referred to, for the purposes of this agreement, as the “**Guarantees**”.

- VI.** That it is considered essential for the Investors that the exact and timely fulfillment by the Company of the obligations assumed under the Loan Agreement be guaranteed by the constitution of the Guarantees.
- VII.** That, in turn, the Security Agent is an entity that is professionally and regularly engaged in the provision of fiduciary services in securities issues and the like, and has the necessary capacity, means and experience to act as mandatary and agent for the purposes of the constitution, preservation, management, administration and, where applicable, enforcement of the Guarantees granted as security for the timely fulfillment by the Company of its obligations arising from the Project.
- VIII.** That the Platform and the Security Agent have, prior to the date of this Mandate Agreement, entered into a Framework Agreement establishing the terms of the Security Agent’s cooperation in relation to the acceptance, preservation, management, administration and, where applicable, enforcement of guarantees that may be granted by the developers as security for the obligations arising from the Projects.
- IX.** That, based on the foregoing, the Parties agree that the Security Agent shall act as indirect mandatary of the Principals for the purposes of the Security Agent constituting, managing, administering and, where applicable, enforcing the Guarantees in its own name, but acting in any event on behalf of the Principals, following for such purposes the instructions of the Platform, which shall decide at its sole discretion on the enforcement of the Guarantees for the proper management and safeguarding of the corresponding judicial proceedings, for which purpose they agree to enter into this indirect Mandate Agreement subject to the following

CLAUSES

1. Definitions

Any term contained in the Mandate Agreement with an initial capital letter that is not expressly defined in this document shall have the meaning given to it in the Financing Agreement.

2. Purpose of the Mandate Agreement

The purpose of the Mandate Agreement is:

- (i) the granting by the Investors of an improper or indirect mandate in favor of the Security Agent, under the provisions of article 1,717 of the Civil Code, which empowers the Mandatary to, acting in its own name but on behalf of the Principals, carry out all actions necessary for the purposes of the valid and effective constitution, preservation, proper management, administration and, where applicable, enforcement of the Guarantees, in their capacity as in rem mortgage guarantee and joint personal guarantee, respectively;
- (ii) the designation and appointment of the Security Agent for the foregoing purposes;
- (iii) the establishment of the rules that shall govern the relationship of the Mandataries with the Principal and the procedure for decision-making and execution of instructions by the Mandatary; and
- (iv) the establishment of the rights and obligations of the Parties in relation to the Agreement.

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

3. Designation of the Security Agent: acceptance of the engagement

The Principals designate the Mandatary as Security 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 Security Agent expressly accepts, by virtue of the execution of this agreement, said designation, and undertakes to use its best efforts to comply with the functions assigned to it in the Agreement in a prudent and diligent manner, always paying attention to the protection of the interests of the Investors in their capacity as Principals.

4. Obligations of the Security Agent

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

- (i) Receive from the Platform the necessary communications and instructions on any decision, action or authorization that has been adopted by the Investors in relation to the Guarantees and proceed to the execution of any instructions received as a consequence of such decisions, actions or authorizations, as soon as possible.
- (ii) Execute the instructions received as a consequence of such decisions, actions or authorizations in relation to the Guarantees.
- (iii) Accept and subscribe in its own name and for the benefit of the Investors the Guarantees granted by the Company on the terms the Investors consider appropriate.
- (iv) Carry out all actions necessary for the due constitution of the Guarantees, as well as grant, without delay, any public and private documents of rectification, supplement or clarification of the Guarantees that may be necessary or convenient for such purpose.
- (v) Carry out all actions necessary for the proper registry preservation of the Guarantees when so requested by Urbanitae, at the direction of the Principals.
- (vi) Inform the Platform of the actions taken and the status of the Guarantees and of any other incidents that may arise in relation to the Guarantees throughout the life of the Loan.
- (vii) Exercise the actions for enforcement of the Guarantees within the time and on the precise terms indicated by the instructions issued by the Platform, which shall decide at its sole discretion on such enforcement for the proper management and safeguarding of the corresponding judicial proceedings, and in accordance with the provisions of the deed or policy of constitution of the said Guarantees. To this end, the Security Agent may engage the law firm, procedural agency and/or court representatives indicated by the Platform and any others it considers appropriate for the proper enforcement of the Guarantees, with the prior acceptance of the Platform.
- (viii) Receive, from the Platform, and in the event of breach by the Company, the certification of the debit balance or amount payable for the purposes of the proper initiation of the proceedings for enforcement of the Guarantees; as well as cooperate with the Platform and the selected law firm in the granting of the notarial deed of settlement of the debit balance, certification of ownership and encumbrances and/or any other document or act necessary or convenient for the enforcement of the Guarantees.
- (ix) Adequately and constantly inform the Platform, so that it in turn keeps the Investors informed, of the status of the enforcement of the Guarantees and of the amount of the liquid sum that may result from the enforcement of the Guarantees so that the proceeds of the enforcement may be distributed among the Investors.
- (x) Follow the instructions of the Platform regarding the assignment of the proceeds of the enforcement of the Mortgage in favor of the Investors or third parties as the case may be; in no event shall there be a direct adjudication of the mortgaged asset(s).
- (xi) Carry out all actions necessary for the due cancellation of the Guarantees once the full fulfillment of the Guaranteed Obligations has been duly notified to the Security Agent by the Platform and the appropriate instructions have been received in this respect, where applicable.

- (xii) Carry out all legal acts, sign any document of any kind, whether public or private, that are necessary or convenient for the correct and timely fulfillment of the functions entrusted to it under this Agreement.
- (xiii) Receive from the Platform the list of Investors, with the Security Agent not having to accept or authorize any type of change in the Investors.

The Security Agent assumes no liability for the authenticity, accuracy or correctness of the information that, under the provisions of this Agreement, is sent to it by the Platform or the Investors. Nor does it assume any liability arising from the breach by the Platform of any of the obligations incumbent upon it in relation to the Loan and the Investors.

The acceptance of its appointment as Security Agent does not imply, either expressly or implicitly, that it guarantees or declares in favor of the Principals or any third party that the Loan has been validly entered into or that the Loan and the Financing Agreement are in accordance with applicable law; the Security Agent being exonerated from any type of liability concerning the Loan and the Guarantees.

The Security Agent assumes no liability for the authenticity, accuracy or correctness of the information that, under the provisions of this Agreement, is sent to it by the Platform. Nor does it assume any liability arising from the breach by the Platform of any of the obligations incumbent upon it in relation to the Loan and the Investors, nor for the integrity, validity and effectiveness of the Guarantees granted by the Company in relation to the Loan.

The Security Agent shall not be obliged to take any measure in relation to the Loan (except those related to the enforcement of the Guarantees 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 Guarantees, following for such purposes the indications of the Platform, which shall decide at its sole discretion on the enforcement thereof for the proper management and safeguarding of the corresponding judicial proceedings.

The Security Agent may refrain from taking any measure if its adoption, in its opinion based on a reasoned legal interpretation, is contrary to any law or if it is not empowered to do what is appropriate under any applicable law or regulation, or if any court or other competent authority determines that it is not empowered to do so. The Security Agent shall not be liable, where applicable, for the calculation, settlement or payment of the expenses and taxes corresponding to the constitution of the Guarantees, the Principals being the ones who shall in any event be liable for any administrative demand, settlement of installment, interest and penalties that, where applicable, the corresponding authorities may impose for an incorrect calculation or default in payment or late payment of the said tax.

Additionally, the Investors shall in no event claim from the Security Agent any expenses, costs or taxes that have been accrued or accrue in the future as a result of the constitution, maintenance, enforcement or cancellation of the Guarantees, nor in any other way in the exercise of the functions and responsibilities contained in this Agreement.

5. Obligations of the Principals

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

- (i) Promptly provide the Security Agent, through the Platform, with the information it requires, provided that such information is essential for the proper performance of its functions.
- (ii) Guarantee that the Company promptly pays the Security Agent its fees, costs and expenses for the exercise of its functions as stipulated in this Agreement.
- (iii) Keep the Security 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) Ensure that the Company duly complies with the obligations assumed in the Loan Agreement in relation to the proper preservation of the asset subject to the Guarantees.
- (v) Provide the Security Agent, through the Platform, with all the documentation it requires and guarantee compliance with all the requirements necessary for the effective constitution, administration, cancellation and enforcement, where applicable, of the Guarantees.

- (vi) Hold the Security Agent harmless for any expense, cost or tax that accrues in the exercise of the functions of representation of the Principals contained in this Agreement, as well as for any eventual claim that may arise against the Security Agent relating to the integrity, validity and effectiveness of the Guarantees.

6. Adoption of Resolutions by the Principals

Any instruction or decision to be adopted by the Investors in relation to the Security Agent shall be carried out in accordance with the majorities and other circumstances regulated in the Loan Agreement.

In the event that the Security Agent must request the authorization of the Investors (which may only be granted by the corresponding majority), it shall notify the Platform, which in turn shall transmit the request to all the Investors of the Project, for the assessment of the request submitted.

Voting shall only be opened to those individuals or legal entities that, at the time of the decision, hold a percentage of participation in the loan (that is, that have the status of "Investor"), and excluding any third-party assignee that has acquired a participation in one or several 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 the voting.

The voting period shall have a duration of 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 Security Agent), after which Urbanitae shall communicate, through the Platform, the results of the voting to the Security Agent and the Investors.

Once the Platform notifies the Security Agent of the adoption of a resolution by the Investors, the Security Agent must refrain from carrying out acts that may contravene such resolution, and must carry out all acts necessary, where applicable, to allow or favor its implementation.

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

7. Application of the proceeds of the enforcement of the Guarantees

All amounts received by the Security Agent as proceeds of the enforcement of the Guarantees, once the tax obligations applicable where appropriate have been covered, shall be applied in accordance with the order of priority of payments set out below:

- (a) payment of the fees of the Security Agent;
- (b) payment of the fees of notaries, lawyers, court representatives, procedural agents and other expenses that may have accrued on the occasion of the enforcement of the Guarantees, where applicable;
- (c) default interest of the Loan;
- (d) ordinary interest of the Loan; and
- (e) principal pending payment by the Company

Once all the taxes and payments mentioned have been covered, any resulting excess shall be returned to the Company.

8. Impossibility of resignation by the Security Agent

The Security Agent may not resign from its position as security agent granted and accepted under this Agreement, nor renounce its status as mortgage creditor in the Guarantees until the complete cancellation or completion of the proceedings for enforcement thereof.

9. Fees of the Security Agent. Expenses

For the performance of its functions, the Security Agent shall receive the fees indicated in the Framework Services Agreement entered into between the Platform and the Security Agent.

No type of expense or tax that may be incurred in the performance of its functions shall be borne by the Security Agent, including, by way of example only and not exhaustively: notary and procedural agency fees, lawyers and court representatives, land registries, tax on documented legal acts where it is the taxable person, postage, courier and certified mail expenses, travel expenses for attendance at signings, registries, hotels outside the province of residence of the Security Agent, etc., all of which must be reimbursed to it.

For these purposes, the Company shall constitute in favor of the Security Agent a funds provision which shall be calculated in each case based on the characteristics and amount of the Guarantees, and which shall be used to cover the expenses and taxes mentioned in the preceding paragraph. Upon termination of the Agreement, once the Guarantees have been cancelled, the Security Agent shall return to the Company through the Platform the remainder of said funds provision once the mentioned expenses have been satisfied.

Both the remuneration and the funds provision referred to in the preceding paragraphs shall be made effective to the Security Agent prior to the constitution of the Guarantees and shall be applied, respectively, to the payment of the fees to be received by the Security Agent throughout the life of the Loan and to cover the costs that may be incurred as a result of the constitution of the Guarantees until their cancellation, modification or enforcement, where applicable. In the event that, once the funds provision has been applied, amounts remain to be paid, these shall be paid by the Company to the Security Agent at the request of the Platform.

10. Term of the Mandate Agreement

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

The duration of the Agreement shall extend, either (i) until the full repayment of the Loan by the Company, in timely fulfillment of the obligations assumed by it under the Loan Agreement, and the consequent cancellation of the Guarantees; or (ii) in the event of breach of the Guaranteed Obligations, until the completion of the proceedings for enforcement of the Guarantees in the event that the Security Agent is instructed to proceed with such enforcement.

For the appropriate purposes it is hereby stated that the completion of the proceedings for enforcement of one of the two Guarantees shall not entail the termination of this Agreement, which shall remain in force for as long as one of the Guarantees, or the proceedings for enforcement thereof, remains in force.

11. Grounds for termination

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

- (i) At any time, by mutual written agreement between the Parties;
- (ii) By written notice given by any of the Parties based on the 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 Agreement and to demand from the other full performance of its obligations, with, in either case, compensation for the damage caused by such breach when this is due to fault or gross negligence. In such case, the breaching Party shall have a period of ten (10) calendar days to remedy such situation. If after such period has elapsed, in the opinion of the affected Party, the breaching Party has not put an end to its conduct or remedied the cause of its breach, the affected Party may terminate with immediate effect this Agreement, with the affected Party also being free to exercise any of the legally established actions; and
- (iii) By dissolution or liquidation of the Security Agent.

12. Obligation to Indemnify

The Platform, the Principals and the Company shall indemnify and hold the Security Agent, its partners and the individuals it designates as representatives harmless and free from any expense or damage in respect of any claim, action, demand, damage, cost or loss that arises (directly or indirectly) from or is related to the provision of its services under the Agreement; unless these are due to willful misconduct or gross negligence of the Security Agent.

13. Confidentiality

Except as required by law or by a judicial authority, none of the Parties may, at any time, disclose, communicate or reveal to any person or use any information related to the Agreement or the Guarantees (including the content of said agreements) when such information is not of general public knowledge at the time of its disclosure to the recipient (the “**Confidential Information**”).

All this, except in the event that one of the Parties is obliged to disclose any Confidential Information, by requirement of any applicable law or judicial order, as well as – specifically in the case of the Security Agent – when, in performance of this Agreement, it must disclose any Confidential Information.

Outside the cases indicated above, Confidential Information may not therefore be disclosed to third parties.

The duty of confidentiality set forth in this clause shall apply, even in the event of termination of the Agreement, for a period of two (2) years from the effective date 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 accompanying regulations, those acting in this Agreement in the name and on behalf of each of the Parties expressly give, by signing the Agreement, their consent for their Personal Data to be processed by the Parties as Data Controllers, for the purpose of being used for the proper development and execution of the relationships arising under this Agreement, as well as for the management and archiving of the documentation relating to it.

The Legal Basis for the processing of the Personal Data of those acting is, therefore, the maintenance, fulfillment, development, control and execution of the obligational and/or contractual relationship arising from this Agreement.

Likewise, the Personal Data provided shall be retained only for the time strictly necessary for the sole purpose of guaranteeing compliance with any legal obligations that may correspond to the Parties under this Agreement, and in any event, during the term of the Agreement.

Those acting, on the terms established in the GDPR and other accompanying regulations, may in any event revoke the consent given for the processing of their Personal Data, as well as exercise their rights of access, rectification, erasure, opposition and portability, taking note, by virtue of signing this document, of the right they have to file any claims with the corresponding supervisory authority.

Those acting may exercise the said rights by addressing the address of each Party that appears in the heading of this Agreement, sending a written request, attaching a photocopy of their ID, 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 undertaken in this Agreement. Notwithstanding the foregoing, the validity of the assignment shall be subject to the registration of the new Investor on the Platform and its communication to the Security Agent, provided that the latter promotes the appropriate modifications to the documents, both public and private, that have been granted in the exercise of the obligations undertaken in this Agreement.

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

16. Miscellaneous

16.1. Modifications

The Platform shall notify the other Parties of any modifications to the Agreement that may occur as a result of changes in applicable regulations or for any other objective cause, or that are otherwise considered appropriate or convenient by the Platform.

Such modifications shall be deemed accepted if the Parties do not expressly express their opposition in writing within 15 calendar days from their notification.

Likewise, it is indicated that the resolution adopted by the majority of the Investors in the manner provided for in clause 6 above shall bind all of them.

16.2. Severability of the clauses

In the event that any of the provisions included in this Agreement is considered null, illegal or impossible to comply with in any respect, the validity, legality or enforceability of the remaining provisions included in this Agreement shall not be in any way affected or impaired by such circumstance. Subject to prior agreement with the Principal, the Mandatary undertakes to replace the provisions declared null, illegal or impossible to perform with other 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 performance. To this end, the Mandatary undertakes to modify this Agreement accordingly.

16.3. Actions and absence of waiver

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

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

16.4. Notices

All communication between the Security Agent and the Investors relating to the Agreement must be made in writing, with the Security Agent communicating it to the Platform, which in turn must communicate it to the Investor(s), and vice versa.

General communications relating to this Mandate and those referring to it as a whole that must take place between the Principals and the Mandatary, and where applicable with the Company, shall necessarily be channeled through the Platform, in accordance with the provisions set out below:

All requests, notices, warnings and communications in general between the Platform and the Security Agent shall be made in writing through an interlocutor on each side, to the postal addresses and/or emails indicated for these purposes by each of the parties.

17. Electronic execution of the Agreement

The Parties consent to the execution of the Agreement by electronic means.

18. Governing law. Jurisdiction

18.1. Governing law

The Agreement shall be governed and construed in accordance with Spanish common law, without the rules on conflict of laws being applicable.

18.2. Jurisdiction

The Parties, with express waiver of 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 dispute or claim that may arise with respect to the interpretation or performance of the Agreement, including those referring to non-contractual obligations arising from it or related to it.