KEY INVESTMENT FACT SHEET

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

The suitability of your experience and expertise may not have been assessed before you have access to this investment. By making this investment, you assume all risk involved, including the risk of partial or total loss of the money invested.

Risk Warning

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

You may not get any return on your investment.

It is not a savings product and we recommend that you invest no more than 10% of your net worth in crowdfunding projects.

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

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

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

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

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

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

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

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

Summary of the transaction	
Offer identifier (LEI code of the promoting company)	9598003SP9QSNR0YXQ96
Developer	ROEL HOMES
Project name	Málaga | Project Palo Alto Sur
Project ID	9598003SP9QSNR0YXQ9600000512
Type of offer	Debt Project: Investment by Urbanitae investors via a loan
Target Amount	€1,560,000
Maturity date	30 September 2026

Information about the Borrower	
Company name	GUY 2023, S.L
Tax registration number	B56196645
Registered office	Alfonso Hohenlohe Avenue - Puente Romano Hotel, w/n, Door 27
Board of Directors	Sole Shareholder: Mr. Matías Villaroel Sievert Meyer
Description of the company and its business plan	Its corporate purpose is the construction of residential buildings. CNAE Code 4121.
Number of employees	0 employees
Number of projects previously funded on the platform	First project on the platform
Share capital structure	GUY 2023, S.L ▪ The share capital, fully subscribed and paid up, is set at €3,000. ▪ The share capital is divided into 3,000 equal, cumulative and indivisible shares, each having a nominal value of €1.
Website address	https://roelhomes.com/

Information about the Developer	
Company name	Roel Homes Sl.
Tax registration number	B93340057
Registered office	Calle Complejo Hotel Puente Romano, Local 27, 29602 Marbella, Málaga
Board of Directors	Sole Administrator: Mr. Matías Villaroel Sievert Meyer
Description of the company and its business plan	Real estate development, property management and administration, as well as real estate brokerage services.
Number of employees	3 employees
Number of projects previously funded on the platform	First project on the platform
Share capital structure	Roel Homes Sl. ▪ The share capital, which is fully subscribed and paid in, is set at €5,614. ▪ This capital is divided into 5,614 shares, each of which is equal, cumulative, and indivisible, with a par value of €1.
Website address	https://roelhomes.com/

Senior loan to finance the construction and overhead costs of two luxury villas within the Palo Alto Sur residential complex.

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

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

Loan details	
Purpose of the loan	Senior secured loan to finance the construction of 2 luxury villas within the Palo Alto Sur residential complex. Each villa comprises 668 m² of Gross Building Area (GBA) distributed across a basement (storage + parking), ground floor, first floor, and solarium.
Loan type	Fixed rate
Amount	€ 1,560,000
Loan term	24 months with the option to extend for a further 6 months in the 24th month (24 + 6). Minimum repayment (make-whole) of 18 months
Interest rate	10.5% per annum (simple interest)
Urbanitae fee	€ 70,200 + VAT
Developer's APR	19,611%
Repayment	Principal and interest – bullet repayment, at the end of the loan term
Assignment of the loan	Not permitted
Interest rate on arrears	1.5% per month, with monthly capitalisation
Security provided	▪ First-ranking mortgage over the underlying assets of the financing, with a mortgage liability of 135% of the principal debt amount. ▪ First-ranking pledge without intervention of funds over the project's bank accounts, including the project's VAT account. ▪ First-ranking pledge over the shares of the Borrowing company. ▪ Promise of pledge over contracts or agreements with third parties related to the development and/or execution of the Project. ▪ Cash sweep of the net cash flows generated by the sale of any housing unit integrated in the development. ▪ Irrevocable mandate to sell.

(a)	**Minimum amount of funds to be borrowed for each crowdfunding offer:** 1,560,000 euros, which will be financed through Urbanitae's investors
(b)	**Deadline for reaching the target of funds to be borrowed:** 30 days from the announcement
(c)	**Information on the consequences if the target of funds borrowed is not reached within the deadline:** In the event that the target of funds taken is not reached, investors will be returned their committed contribution, within a maximum period of 5 working days from the aforementioned non-compliance, at no cost to investors.
(e)	**Amount of the own resources committed by the project borrower in the participatory financing project:** The Borrower has committed €4,670,000 prior to or simultaneously with the formalisation of the loan, of which it has committed €1,908,200 to date, while €180,000 will be committed during the Loan according to the milestones set out in the project.
(f)	**Modifications to the composition of the capital or loans of the project promoter related to the participatory financing offer:** The composition of the promoter's capital will not be altered and within the loan agreement, a new obligation to service the debt will be incorporated by the promoter.

Part C: Risk Factors

Exposure of the main risks

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

Type 2 – Sector risk: Risks inherent in the specific sector. Such risks can be caused, for example, by a change in macroeconomic circumstances, a reduction in demand in the real estate sector.

Type 3 – Risk of default: Risks caused by a variety of factors, including, but not limited to: (severe) change in macroeconomic circumstances, mismanagement, fraud, failure to raise funding, or lack of liquidity.

Type 4 – Risk of underperformance, delay or non-performance: The risk that the performance will be lower than expected, delayed or the project will default on the repayment of the loan principal and interest.

Type 5 – Platform failure risk: The risk that the crowdfunding platform will not be able to provide its services, temporarily or permanently.

Type 6 – Investment illiquidity risk: Investors will not be able to obtain liquidity from their investment until repayment occurs.

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

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

(a)	**Total amount and type of loan:** (a) Issuer Name: GUY 2023, S.L (b) Description: Loan for the financing of 2 luxury villas within the residential complex Palo Alto Sur, Marbella. (c) Loan amount: €1,560,000, which will be financed through Urbanitae's investors.
(b)	**Subscription price:** The total amount of the loan granted through the platform amounts to €1,560,000, with a minimum participation of €500 per investor.
(c)	**If subscription overdemand is accepted and how it is allocated:** Overdemand is not accepted.
(d)	**Subscription and payment conditions:** Access to the subscription and payment conditions can be consulted in the investment contract (Annex I) which is available in the project documentation section published on the platform.
(e)	**Custody and delivery to investors of the funds associated with the loan:** The custody and delivery services to investors will be provided by LEMONWAY, registered in the Register of Payment Institutions of the Bank of Spain (BdE), under the heading "Community payment institutions operating in Spain without an establishment (art. 25 of Directive 2007/64/EC and art. 11 of Law 16/2009) and MANGOPAY, as an entity authorised by the Financial Sector Supervision Commission, in accordance with Directives 2009/110/EC and 2015/2366/EU
(f)	**Information regarding the guarantee or security interest with which the investment is guaranteed:**

	(i) First-range mortgage on the underlying assets of the financing, with mortgage liability of 135% of the principal amount of the debt. (ii) First-rank pledge without intervention of funds on the project's bank accounts, including the project's VAT account. (iii) First-rank pledge on the shares of the borrowing company. (iv) Pledge on contracts or agreements with third parties related to the development and/or execution of the project. (v) Equity Commitment Letter in which the developer agrees to pay through its own funds any additional cost not contemplated in the business plan. (vi) Maintenance of the guarantees during the life of the loan and impossibility of granting the same or better guarantees in favor of other creditors. (vii) Any additional corporate loans will need to be subordinated to our debt. (viii) Cash-sweep for 100% of the cash generated by the sale of the homes, intended to amortize the principal and interest of the Urbanitae loan. (ix) Cash-sweep of the net cash flows generated by the sale of any dwelling integrated in the urbanization owned by the developer or any company related, controlled by, or under common control with the developer/borrower, once the obligations of the creditors with preferential guarantee on said dwellings have been satisfied, upon the repayment of the Urbanitae loan. (x) Cash-sweep for the amount of VAT refunded from the overall costs of the project. (xi) Prohibition of granting the same or better guarantees to any other lender ("**Negative Pledge**") (xii) Irrevocable mandate sale.
(g)	**Information regarding the firm commitment to repurchase the loan.** There are no preconditions for the repurchase of the loan, if a decision is necessary in this regard, it will be submitted to a Lenders' Meeting where all investors will have the right to vote. **Description of the repurchase agreement:** Not applicable.
(h)	**Interest rate and maturity information** **Annual interest rate, simple:** 10.5%. **Date from which interest is payable:** The start of interest accrual will be associated with the date of granting and signing the loan. **Interest Payment Dates:** Loan Due Date **Maturity date:** 24 months (with possible extension of an additional 6 months in the 24th month) after the loan is granted (24+6), minimum guaranteed return (make-whole) of 18 months. **Applicable yield:** 10.5% per annum.

Part E: Information on the Conduit Entity

(a)	**Is there a conduit entity between the project promoter and the investor?** No
(b)	**Contact details of the conduit entity:** -

Part F: Investor's Rights

(a)	**Main rights inherent in the loan:** (a) Dividend rights: No (b) Voting rights: Investors will have the right to vote to approve a substantial change in the conditions of the project. (c) rights of access to information: Yes (d) Pre-emptive acquisition rights in offers to subscribe instruments of the same class: Not applicable (e) right to share in the issuer's profits / surplus in case of liquidation: Not applicable (f) Refund/conversion rights: No

	(g) clauses granting a joint right of exit in the event of an operational event: Not applicable. Within the documentation associated with the project, the investor will have access to the Articles of Association of the Financed Company.
(b) y (c)	**Restrictions to which the loan is subject and description of any restrictions on trading** Access to the restrictions to which negotiable securities are subject and the description of any restrictions can be consulted in the investment contract that is available within the project documentation section published on the platform. See Annex I.
(d)	**Investor's ability to divest from 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

Part G: Loan-Related Communications

(a)	**The nature, duration and conditions of the loan:** 24-month loan (with possible extension of 6 months from the 24th month) at a fixed interest rate of 10.5% per annum.
(b)	**The applicable interest rates or, where applicable, any other form of compensation to the investor:** Fixed interest rate of 10.5% per annum. **Example calculation of interest rate at fixed rate: Interest rate (%) = (monthly payment) x 12 / principal (*20,000*12/300,000 = 0.08 = 8%)
(c)	**Risk mitigation measures, especially if there are guarantors or providers of collateral or other types of guarantees** (i) First-range mortgage on the underlying assets of the financing, with mortgage liability of 135% of the principal amount of the debt. (ii) First-rank pledge without intervention of funds on the project's bank accounts, including the project's VAT account. (iii) First-rank pledge on the shares of the borrowing company. (iv) Pledge on contracts or agreements with third parties related to the development and/or execution of the project. (v) Equity Commitment Letter in which the developer agrees to pay through its own funds any additional cost not contemplated in the business plan. (vi) Maintenance of the guarantees during the life of the loan and impossibility of granting the same or better guarantees in favor of other creditors. (vii) Any additional corporate loans will need to be subordinated to our debt. (viii) Cash-sweep for 100% of the cash generated by the sale of the homes, intended to amortize the principal and interest of the Urbanitae loan. (ix) Cash-sweep of the net cash flows generated by the sale of any dwelling integrated in the urbanization owned by the developer or any company related, controlled by, or under common control with the developer/borrower, once the obligations of the creditors with preferential guarantee on said dwellings have been satisfied, upon the repayment of the Urbanitae loan. (x) Cash-sweep for the amount of VAT refunded from the overall costs of the project. (xi) Prohibition of granting the same or better guarantees to any other lender ("**Negative Pledge**") (xii) Irrevocable mandate sale.
(d)	**Principal repayment and interest payment schedule:** Principal and interest – 'Bullet', at the maturity of the loan
(e)	**Any breach of credit agreements by the project promoter in the last five years:** According to the Promoter, they have not occurred.
(f)	**Loan management** - **Provider**: GUY 2023, S.L - **Tax Identification Number:** B-56196645 - **Current Tax Address:** AVDA ALFONSO HOHENLOHE - H. PUENTE ROMANO, S/N PUERTA 27

	- **Social organization:** Sole administrator: Mr. Matías Villaroel Sievert Meyer. - **Description of the company and the business plan:** The company has the main activity of construction of residential buildings. - **Structure of the Share Capital:** Sociedad Limitada (S.L.). - In the event of default by the developer, the platform will have the possibility of negotiating (or delegating to a third party) a refinancing of the loan. In the event that new conditions are approved, their approval will be submitted to a Board of Lenders, where a simple majority of the votes of the lenders voting at the meeting will be necessary for the approval of the new conditions. The infrastructure and management of the votes will be instrumentalized through a web tool developed by the Platform.

Part H: Fees, Information and Remedies

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

ANNEX I: FINANCING CONTRACT

FINANCING AGREEMENT

ON THE ONE HAND

URBANITAE REAL ESTATE PLATFORM, S.L. , a company of Spanish nationality, with NIF B-88.393.962 and registered office at Calle Castelló, 23, first floor, 28001, Madrid, (hereinafter, the "**Platform**");

ON THE OTHER HAND

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

ON THE OTHER HAND

GUY 2023 S.L. domiciled at **Bulevar Príncipe Alfonso Von Hohenlohe s/n, Hotel Puente Romano, Local 27, 29602 Marbella (Málaga).** It has a N.I.F. number **B56196645** and is registered in the Mercantile Registry of **Malaga**, on Sheet **MA-175891**, Volume **6376**, Folio **217**, as a registered promoter on the Platform's website (hereinafter, the "**Borrower**" or "**GUY 2023**"); represented in this act by **Mr. Matías Villarroel Sievert Meyer**, as **Sole Administrator**, for which he was appointed by virtue of the **Deed of Incorporation** of **July 13, 2023** in front of the notary **Mr. Luis de la Fuente O'Connor** under protocol number **2944**.

Jointly the Platform, the Investor and **GUY 2023 S.L.** will be referred to as the "**Parties**".

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

THEY STATE

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

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

III. That **GUY 2023** is a limited liability company whose corporate purpose, among others, is the "*Purchase and Sale of Real Estate on Own Account*" (CNAE 6810).

IV. That the Platform has presented to the users registered on its website a project by virtue of which the Investor, together with other investors (collectively, the "**Investors**"), may grant financing to **GUY 2023** for the development of a real estate project in Malaga, consisting of the construction and development for its subsequent sale of two luxury villas, on plots no. 19 and 40 of the Palo Alto Sur Urbanization (the "**Fincas**"), based on a forecast of specific economic and temporal conditions (the "**Project**").

V. That the Investor has expressed to the Platform its interest in participating in the Project by granting financing in favor of **GUY 2023** in the form of granting a loan in order to finance the proper development and execution of the Project (the "**Loan Agreement**", the "**Loan**" and jointly, together with those corresponding to the remaining Investors, the "**Loans**"), resulting in a potential return for the Investor via payment of interest and amortization of the Loan, for which the Investor hereby grants the Platform a mandate to act on its behalf and representation in the terms that will be stated below, without the Platform acting as an Investor or Promoter in relation to the same.

STIPULATIONS

0. PRE-CONTRACTUAL REFLECTION PERIOD

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

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

1. PURPOSE

The purpose of this Agreement is to regulate: (i) the terms and conditions applicable to the Loan granted by the Investor through the Platform in favour of **GUY 2023**; (ii) the relations between the Parties as well as the relations between the Investors in their capacity as lenders of **GUY 2023**; (iii) the principles of action of **GUY 2023** in relation to the Project; and (iv) the rules to which the management of **GUY 2023** must conform through its corresponding Administrative Bodies, as this term is defined below.

2. COMMITTED CONTRIBUTION

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

Once the Financing Objective has been reached within the period established for the Project and, in any case, once the pre-contractual reflection period referred to in the previous section has elapsed, the Investor will be informed that their contribution will be transferred in favour of **GUY 2023** and to an account held by them as a Loan, which will be governed in any case by the terms and conditions established in this Agreement.

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

(i) the corresponding transfer in favour of **GUY 2023** as a Loan for the amount of the Committed Contribution, once the Committed Guarantees are constituted, which will take place in the order of disposition to be agreed by the Parties;

(ii) the formalisation, in the name and on behalf of the Investor, of the loan agreement to be signed with **GUY 2023**, which will be formalised in a private document, as well as the administration of the collections and payments derived from said loan agreement, under the conditions and amount that the Investor has determined through the Platform, as well as the performance of any intermediation functions necessary for these purposes;

(iii) the execution of any public and private documents that may be necessary, convenient or appropriate for the purposes of (i) the correct granting, execution and documentation of the Loan, as well as (ii) to execute and make use of the Pledged Guarantees – as defined below – in the event of non-compliance by **GUY 2023** with its payment obligations under the terms of this Agreement (including (a) the eventual assignment, by the Investors, of their contractual position in the Loan agreement in favour of a third party previously determined by the Platform, or (b) the intervention of the Platform on its own behalf and on behalf of the Investors, to carry out or entrust a third party to carry out, any action related to the claim for any payment, or the constitution or execution of any guarantee of the Loan). In relation to this, the Investor undertakes to provide the documentation that may be required for this purpose by the Platform; and

(iv) the granting of as many powers as may be necessary in favor of third parties that may be convenient for (i) the correct granting, execution, management and documentation related to the Loan, as well as (ii) to execute and make use of the Pledged Guarantees, in the terms indicated in the previous paragraph.

The Funding Objective will be provided to **GUY 2023** and will be used exclusively to finance the Project, as well as to meet the expenses provided for in this Contract, in accordance with the particularities described in the Project published by the Platform on its website.

3. APPOINTMENT OF THE ADMINISTRATIVE BODY

The GUY 2023 **administrative body** will take the form of **Sole Administrator**, a position held by **Mr. Matías Villarroel Sievert Meyer.**

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

4. SPENDING POLICY

Under the Funding Objective, the Investor authorises **GUY 2023** to proceed with the construction and marketing of the Promotion for the price and with the limitations described on the Platform's website.

of the Promotion for the price and with the limitations described on the Platform's website.

Likewise, the following expenses will be borne by **GUY 2023** under the Financing Objective: notary, registry and any other expenses directly related to the formalization of the loan agreement or constitution of the corresponding guarantees.

5. BAN ON DISTRIBUTIONS BY GUY 2023

GUY 2023 undertakes not to make distributions to partners during the term of the Project, as well as not to incur additional debt to that derived from the Loans as long as the principal and interest of the Loans have not been repaid under the specific terms and conditions specified in this Agreement, except in those cases in which the additional indebtedness or financing is intended to repay the Loan and Interest in favor of the Investors.

6. GUY'S PRINCIPLES OF ACTION 2023

GUY 2023 undertakes to ensure that the Funding Objective is used exclusively for the purpose set out in this Agreement.

7. INVESTOR REPORTING OBLIGATIONS

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

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

For these purposes, a substantial change in the information will be understood as one that, without having an impact on the profitability of the Project, provided that it does not harm its viability or imply an alteration to the detriment of the Investor, affects the control structure of the companies involved in it, even when such modification involves a change in the Financing Objective communicated to the Investor.

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

8. REGIME OF ACTION OF THE GOVERNING BODY OF GUY 2023

The Parties agree that the Board of Directors of **GUY 2023**, except with the prior consent of the Investors (in the manner indicated in clause 17 "General Provisions"), may in no case adopt any of the following actions: (i) approval of additional expenses charged to the Financing Objective other than those provided for in this Agreement; (ii) acquisition of shares or shares not provided for in this Agreement; (iii) adoption of any agreements that could prejudice, hinder or prevent the repayment of the Loans; and (iv) adoption of any agreements that could prejudice, hinder or prevent the correct execution of the Pledged Guarantees in the event of non-compliance, by **GUY 2023**, of the obligations contracted under the terms of this Agreement, and in the contract in which the Loans are documented, if applicable.

9. REPRESENTATIONS AND WARRANTIES IN RELATION TO GUY 2023

GUY 2023 is a company of Spanish nationality, validly existing in accordance with Spanish law, constituted for an indefinite period in a deed authorized by the Notary Public of Marbella, Mr. Luis De La Fuente O'Connor, on July 13, 2023, under number 2,945 of its protocol order, registered in the Mercantile Registry of Malaga in Volume 6,376, Folio 217, Page MA-175891.

Additionally, **GUY 2023** declares that in no case will expenses, costs or damages arising from activities other than those provided for in Stipulation 4 be borne under the Financing Objective.

10. GRANTING OF LOAN IN FAVOR OF GUY 2023. GENERAL CONDITIONS

10.1. Loan

The Committed Contribution intended for the granting of the Loan in favor of **GUY 2023** will be governed by the terms and conditions established in this Agreement and in the Specific Conditions that are attached to this document as **Annex I**.

The Loan granted by the Investor is in the nature of a **financing product**, the return of which depends exclusively on the ability of **GUY 2023**, in its capacity as borrower, to meet its obligation to repay accrued interest and principal of the Loan in a timely manner.

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

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

The granting of the Loan will be formalized with **GUY 2023** 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

GUY 2023 undertakes to allocate the funds received from the Loan solely and exclusively as indicated in this Agreement and, in particular, in accordance with the provisions of Stipulation 4 above.

The Loan will be understood to have been granted at the time of making the Loans available to **GUY 2023** once the Condition Precedent has been fulfilled, and therefore **GUY 2023** will be obliged to repay the amounts due as principal, to pay any interest, commissions, taxes and expenses accrued, as well as to comply with the other commitments for which it is responsible in accordance with the terms and conditions established in this Agreement.

GUY 2023 undertakes to adopt, within its corresponding corporate bodies, and as soon as possible after the granting of the Loans in its favour, as many decisions and agreements as may be relevant to comply with the Financing Objective.

10.3. Accrual of interest. Interest Period.

GUY 2023 undertakes to pay interest on the Loan in favour of the Investor at the interest rate provided for in the Specific Conditions.

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

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

The duration of the Interest Period will coincide with the duration of the Loan, as specified in the Specific Conditions, and therefore there will be a single interest or settlement period, which will therefore begin on the date on which the Loan must be understood to have been granted in accordance with the provisions of Stipulation 10.2 above.

The interest corresponding to the single Interest Period will be due on the maturity date of the same, coinciding with the maturity of the Loan and will be paid within a maximum period of ten days from its maturity. The Platform will carry out the distribution of the amounts paid by **GUY 2023** for the Loan, paying the Investor the part that corresponds proportionally to him, net of tax withholdings if legally applicable.

10.4. Most Investors

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

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

For the above purposes, the Platform will inform the Investors of the decisions to be submitted for its consideration, which will be understood to be accepted by each Investor if they do not express their opposition in writing within 15 calendar days. Any decision that is submitted to the Investors based on the Loan will be understood to require the agreement of the Majority of the Investors, unless otherwise indicated.

For information, the declaration of early maturity of the Loan, or the novation of the Loan, will be subject to the decision of the Majority of the Investors. Notwithstanding the foregoing, the decision on the execution of the guarantee(s) will correspond exclusively to the Platform, which will decide at its sole discretion on such execution for the proper management and safeguarding of the corresponding judicial process.

10.5. Mandatory ordinary depreciation

GUY 2023 shall fully repay the Loan and repay all amounts due to the Investor under this Agreement upon the maturity of the Loan indicated in the Specific Conditions.

10.6. Voluntary early repayment

GUY 2023 may repay the total amount of the Loan in advance, regardless of whether or not it coincides with the end of the Interest Period and prior notice to the Platform of at least twenty (20) calendar days. Early repayment will include, together with the main object of repayment, all the interest that has accrued up to the date of early repayment, which, if repaid before the 18th month, must in any case include the amount of interest accrued in that period of time. **GUY 2023** will not pay any commission for early repayment.

10.7. Common Rules

GUY 2023**'s obligation** to make payments to the Investor will be deemed to have been satisfied when **GUY 2023** has sufficient funds to cover its payment obligation in the virtual account that **GUY 2023** has on the Platform, and it does so.

GUY 2023 is obliged to make and settle the withholdings on capital income that current tax legislation requires it to make at all times.

The payments derived from the Loan, both for principal, interest and expenses, will be made (i) either on the same day that the Loan matures or in accordance with the provisions of this Agreement for the early repayment of the same, or (ii) at the time they are due from the Investor in accordance with the provisions of this Agreement, by debiting said amounts into the account that corresponds to the name of the Platform, without the need for prior payment order. **GUY 2023** undertakes to have sufficient funds in said account to meet the aforementioned payments.

The amounts received by the Investor as payment will be charged firstly to the reimbursement of expenses and taxes, secondly, to default interest, thirdly, to ordinary interest and, as far as it is exceeded, to the outstanding principal.

10.8. Late payment interest

Any delays that may occur, both in the payment of the principal, and in that of the interest and expenses payable by **GUY 2023**, will accrue daily in favor of the Investors, the default interest indicated in the Particular Conditions, without the need for notice, from the day following the maturity or enforceability of the unpaid amount and until its full payment.

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

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

The contractual position assumed by each Investor vis-à-vis **GUY 2023** in relation to their respective Loan is of a joint nature, and therefore the rights and obligations of the Investor are independent of the rest of the Investors, unless otherwise expressly established in this Agreement and being subject, where appropriate, to the majority regime established in the Loan Agreement, binding the decision that may be adopted to all the Investors.

10.10. GUY Obligations 2023

In relation to the Loan, **GUY 2023** undertakes to:

- Repay the principal of the Loan and make effective the other concepts at their expense for any reason (ordinary interest, late payment interest, Platform fees and expenses of any kind) on the dates and conditions agreed in the Particular Conditions.
- **GUY 2023** undertakes to provide the Platform with the information or documentation requested by the Platform on their financial situation, within a maximum period of fifteen (15) days from the time it is requested and, specifically, to provide documentary evidence that they are up to date with the payment of their respective tax obligations, with Social Security and with their workers.
- **GUY 2023** undertakes to use the entire amount of the Loan for the purpose described in your Loan application and in this Agreement.
- To carry out and cooperate in all the necessary actions in order to obtain, extend or renew any authorisation that is necessary for the due fulfilment of the obligations arising from this Contract.
- **GUY 2023** acknowledges and authorizes the persons designated by the Platform to carry out all physical or documentary checks to check the details described above, and to provide the requested supporting documents.

Unless expressly authorized by the Investors, **GUY 2023** undertakes to (i) not incur in additional debt to that derived from the Committed Investment that is not intended for the execution of the Promotion; (ii) not to grant loans or guarantees in favor of third parties; (iii) not to establish any type of guarantee, pledge, mortgage or any other type of real charge or encumbrance of the same nature on its assets in favor of third party creditors other than the Investors; (iv) not to participate directly or indirectly in projects other than the Project; and (v) not to make distributions to its partners.

However, and as an exception to the above, **GUY 2023** may exercise the powers identified in numeral (iii) of the previous paragraph, without express authorization from the Investors in the event that such actions are executed in favor of the potential purchasers of the real estate units that are part of the Development and in order to proceed with their effective transfer.

The obligations of information and authorisation to carry out document checks provided for in this clause for **GUY 2023** will also be applicable to any guarantor, pledger or in general, to any guarantor of the Loan.

10.11. Loan Guarantees

GUY 2023 is responsible for the complete and timely fulfillment of the obligations assumed under this Agreement and the Loan Agreement (the "**Secured Obligations**") with all its assets, present and future, in the sense in which Article 1,911 of the Civil Code is pronounced regarding the universal patrimonial liability of the debtor.

In addition and without prejudice to the foregoing, **GUY 2023** will grant the following Committed Guarantees, which will be granted in a single act with the signing of the Loan Agreement, in order to ensure the complete and punctual fulfillment of the Guaranteed Obligations assumed by **GUY 2023** under the terms provided for in this Agreement:

- First-rank mortgage on the underlying assets of the financing, 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 call options or similar rights in relation to the asset.
- First-rank pledge without intervention of funds on the project's bank accounts, including the project's VAT account.
- First-rank pledge on the shares of the Prestataria company.
- Pledge on contracts or agreements with third parties related to the development and/or execution of the Project.
- Equity Commitment Letter in which the developer undertakes to pay through its own funds any additional additional costs not contemplated in the Business Plan.
- Maintenance of the Guarantees during the life of the loan and impossibility of granting the same or better guarantees in favor of other creditors.
- Any additional corporate loans will need to be subordinated to our debt.
- Cash-sweep for 100% of the cash generated by the sale of the homes, intended to amortize the principal and interest of the Urbanitae loan.
- Cash sweep of the net cash flows generated by the sale of any dwelling integrated in the urbanization owned by the Manager or any company related, controlled by, or under common control with the Manager, once the obligations of the creditors with preferential collateral on such dwellings have been satisfied, upon the amortization of the Urbanitae loan.
- Cash-sweep for the amount of VAT refunded from the overall costs of the project.
- Prohibition of granting the same or better guarantees to any other Lender ("Negative Pledge")
- Irrevocable mandate of sale.

10.12. First Range Real Estate Mortgage

GUY 2023, as a guarantee of the complete and punctual fulfillment of its Guaranteed Obligations, undertakes to grant a real right of real estate mortgage of first rank over the following registered Property:

- Ojén Registered Property No. 10,041 registered in the Marbella Property Registry Number One, corresponding to plot V40 in Sector AU-6, "Arroyo Calero", Ojén, Málaga, on which the Development will be executed in the terms described in **Exhibit IV** above (the "**Mortgage**"). **GUY 2023** declares that the aforementioned Estate is free of encumbrances.

- Ojén Registered Property No. 10,020 registered in the Marbella Property Registry Number One, corresponding to plot V19 in Sector AU-6, "Arroyo Calero", Ojén, Málaga, on which the Development will be executed in the terms described in **Exposition IV** above (the "**Mortgage**"). **GUY 2023** declares that the aforementioned Finca is free of encumbrances.

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

To this end, without prejudice to the irrevocable mandate granted by the Investor in favour of the Platform by virtue of Stipulation 2 above, the Investor undertakes to execute as many public and private documents, of any kind, as may be necessary, relevant or convenient for the proper execution of both Pledged Guarantees, all at the request of the Platform.

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

10.13. Loan Assignment

The Investor may assign all or part of its rights arising from the Loan subject to prior notification to **GUY 2023**. The assignment will automatically entail the subrogation of the assignee in the position of the assignor, both in relation to this Agreement, and in any other contract, as the case may be, in relation to the financing of the Project. Notwithstanding the foregoing, the validity of the assignment will be subject to the registration of the new creditor on the Platform.

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

10.14. Investor Resource

If, for any reason **, GUY 2023** does not pay off the Loan within the terms and conditions provided, the Investor assumes the risk of default in any case and acknowledges that he or she will have recourse against the assets of **GUY 2023**.

11. INFORMATION REGARDING PAYMENTS AND RISKS ASSOCIATED WITH OPERATIONS

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

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

12. FEES AND EXPENSES

The following fees **will be accrued in favor of the Platform and at the expense of** GUY 2023:

- **Project fee**: Once the financing campaign has ended, **GUY 2023** must pay the Platform the commission per project indicated in the Specific Conditions, the calculation of which is made on the basis of the Financing Objective, increased by the Value Added Tax that is legally applicable. The commission per project of each Loan will be deducted only once from the total funds of the Loan before the funds are made available in favor of **GUY 2023**.
- Any **other fees or expenses attributable** to **GUY 2023** by the Platform or any Debt Collection Agency contracted by the Platform in relation to the Loans, such as, but not limited to, expenses
    - Investigation Agency, Debt Collection Agency,
    - expenses arising from extensions of this Agreement or the contract by virtue of which the Loan is formalised, if any, as well as any other expenses incurred for obtaining the necessary reports for its granting, claim, investigation of assets or their charges, collection management, registry consultations, obtaining notary certificates and requirements by notary, postal, telegraphic, burofax or similar means, as well as any other justifiable external expense that occurs until the regularisation of any overdue debtor position.

Likewise, the following will be paid for **by GUY 2023**:

- Any other expenses and taxes derived from the execution of this contract, as well as from the constitution (registration and cancellation where applicable), modification and execution of the Committed Guarantees, including the payment of the stamp duty even in the event that **GUY 2023** is not the taxpayer of said tax.
- Warranty Agent Fees.
- Appraisal costs of mortgaged properties.
- Management expenses for the processing of the settlement and registration/cancellation, if applicable, of the Guarantees.

13. CAUSES FOR TERMINATION

GUY 2023 agrees that the Platform may, on behalf of the Investor, terminate the Agreement and seek full reimbursement of amounts due in connection therewith, if:

- **GUY 2023** does not make a payment or pays only partially an amount due under this Agreement;
- **GUY 2023** 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 their Project application on the Platform, or

has affected the creditworthiness rating that the Platform has assigned to **GUY 2023**;

- **GUY 2023** or any of its guarantors, if any: i) fail to comply with their financial information obligations or do not deposit, being legally obliged to do so, their annual accounts in the corresponding Mercantile Registry; ii) are not up to date with the payment of their tax obligations, with Social Security or with their employees; iii) are in default to other creditors; iv) suffer the seizure of their assets, cause their lifting or liquidate them; v) are declared bankrupt or file for voluntary bankruptcy or the application for their necessary bankruptcy is admitted for processing; vi) fail to comply with their obligations to identify the beneficial owner if applicable; as well as; vii) in the event that they fail to comply with any other obligations arising from or linked to this Agreement.
- **GUY 2023** gave the Loan a purpose different from that described in the application under which it was granted;
- **GUY 2023** has breached the terms of any loan or credit agreement to which it is a party (including those that have not been managed through the Platform) and, in addition, **GUY 2023** has been required to prepay the same for default or the Platform has reasonable grounds to believe that, as a result of this: (i) **GUY 2023** may also imminently breach the terms of this Agreement, or (ii) any of the causes for termination of this Agreement indicated in this Stipulation may occur;
- In the event that all or part of the Committed Guarantees are declared invalid or unenforceable by a court ruling and **GUY 2023** has not submitted to the Platform an alternative, satisfactory and sufficient guarantee that fully replaces the potentially unenforceable or invalid Committed Guarantees within fifteen (15) days from the time it is reliably requested to do so by the Platform.

14. LEGAL CLAIM

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

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

15. NOTIFICATIONS

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

It is the responsibility of **GUY 2023** to reliably communicate any change in the contact details indicated, and until such change is not communicated to the Platform properly, the data currently available will be valid for the accreditation of any notification in relation to this Agreement.

16. VALIDITY OF THE CONTRACT AND SUSPENSIVE CONDITION

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

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

17. GENERAL PROVISIONS

The Platform will inform the other Parties of any applicable regulations that may entail modifications to the Contract, as well as any other modification that should be made for any objective reason, and the changes to be made to the Contract by the Platform and **GUY 2023 must be previously agreed**.

Such modifications will be understood to be accepted by the Investor, if the Investor does not express its opposition in writing within 15 calendar days.

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

The expenses and taxes arising from the granting and execution of the Contract and the operations contemplated therein, including the constitution, modification, cancellation and eventual execution of the Pledged Guarantees will be borne by **GUY 2023**.

The Platform, **GUY 2023** and the Investors may not assign the rights and obligations arising thereto from the Agreement, unless otherwise established in this document.

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

The Parties consent to the formalisation of the Contract electronically and the sending of any notifications to the e-mail address contacto@urbanitae.com, all in accordance with the regulations applicable for these purposes.

18. COMPLAINTS

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

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

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

19. LEGISLATION AND JURISDICTION

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

ANNEX I

SPECIFIC CONDITIONS OF LOANS

Operation	Loan intended to partially finance the construction costs and general costs of two luxury villas, located in the Palo Alto Sur Urbanization, Ojén, Málaga.
Modality	Mortgage loan
Principal amount	**Loan of up to €4,670,000** Tranche A: €1,560,000 Tranche B: €1,460,000 Tranche C: 1.650.000 €
Accredited	**GUY 2023 S.L.**
Purpose	Use of Loan Funds: • Hard Costs: €3,922,976, including €356,634 contingencies • Soft Costs: € 263,196 • Loan Structuring Costs: € 483,829 (including arrangement fee)
Term	**24 months with possible 6-month extension (24+6)** Tranche A: 24 + 6 months Tranche B: 18 + 6 months Tranche C: 12 + 6 months
Warranties	• First-rank mortgage on the underlying assets of the financing, 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 call options or similar rights in relation to the asset. • First-rank pledge without intervention of funds on the project's bank accounts, including the project's VAT account. • First-rank pledge on the shares of the Prestataria company. • Pledge on contracts or agreements with third parties related to the development and/or execution of the Project. • Equity Commitment Letter in which the developer undertakes to pay through its own funds any additional additional costs not contemplated in the Business Plan. • Maintenance of the Guarantees during the life of the loan and impossibility of granting the same or better guarantees in favor of other creditors. • Any additional corporate loans will need to be subordinated to our debt. • Cash-sweep for 100% of the cash generated by the sale of the homes, intended to amortize the principal and interest of the Urbanitae loan. • Cash sweep of the net cash flows generated by the sale of any dwelling integrated in the urbanization owned by the Manager or any company related, controlled by, or under common control with the Manager, once the obligations of the creditors with preferential collateral on such dwellings have been satisfied, upon the amortization of the Urbanitae loan. • Cash-sweep for the amount of VAT refunded from the overall costs of the project. • Prohibition of granting the same or better guarantees to any other Lender ("Negative Pledge")

	• Irrevocable mandate of sale
Structuring Commission	4.5% on the financing raised (total gross loan amount) + VAT
Interest rate	**Tranche A: 10.5% simple annual** Tranche B: 10.25% simple annual Tranche C: 10.0% simple annual
Minimum interest duration (make whole)	**Tranche A: 18 months** Tranche B: 12 months Tranche C: 6 months.
Expenses	• Expenses: notary, registry and any other directly related to the formalization of the loan agreement – including VAT on structuring costs – will be borne by the Borrower
Type of depreciation	Principal and interest – 'Bullet', at maturity of the loan
Non-Payment Fee	2,0 %
Late Payment Interest	1.5% per month with monthly compounding.
Early Maturity	Early Maturity Clauses: The occurrence of any early redemption events for these types of transactions, including, without limitation: • Non-payment. • Impossibility of registering the mortgage in the 3 months following the closing of the Transaction. • Impossibility of registering the registration of the New Construction within 3 months after the start of works. • In the event that the Borrower does not contribute additional Equity to be contributed in the event that the contingencies exceed those contemplated in the Business Plan. • Bankruptcy proceedings. • Existence of mortgage charges or any charge not previously reported. • Non-payment of taxes, fees, contributions, etc. on the asset. • Illegality. • Change of control. • In the event that any of the statements made by the Borrower are false. • Issuance of an unfavourable report by the Project Monitor (PM): The issuance by the Project Monitor of any unfavourable report relating to the evolution, execution or situation of the project subject to financing. In the event of an unfavourable report being issued, a maximum period of 15 calendar days will be established to correct the aspects indicated. Likewise, in the event of disagreement between the Borrower and the Lender over a report from the Project Monitor, the Borrower may provide a second review report carried out by a company of their choice. The respective report will be financed with the Borrower's own funds.

	• Diversion of funds with respect to what is foreseen: The application, in whole or in part, of the loan funds to purposes other than those expressly provided for and authorized in this Agreement. • Unauthorized cash outflows: The making of any cash outflow from the borrowing corporate vehicle without the prior express written authorization of Urbanitae.
Provisions	Defined on the previous page
Exclusivity	October 15, 2026

ANNEX II
The Project

ANNEX III

INDIRECT MANDATE CONTRACT IN FAVOUR OF THE GUARANTEE AGENT

On the one hand,

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

On the other hand,

URBANITAE REAL ESTATE PLATFORM, S.L. (la “**Plataforma**” o “**Urbanitae**”);

And, on the other hand,

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

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

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

THEY STATE

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

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

III. That the Platform has presented to the users registered on its website a project by virtue of which the Investors have the opportunity to grant financing to **GUY 2023** (the "**Company**") in order to finance the correct execution and marketing of the Project, each of the Investors expressing their interest in participating in it by granting financing in the form of granting a loan in favor of the Company for the amount equivalent to its corresponding Committed Contribution, resulting in a potential return for each of the Investors via payment of interest and amortization of the aforementioned loan (the "**Loan**" and jointly, together with those corresponding to the other Investors, the "**Loans**").

IV. That, to this end, each of the Investors hereby signs, 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 favour of the Company, as well as to the Guarantees committed – as defined below – and to grant in favour of the Platform an irrevocable mandate for it to carry out intermediation tasks through the Platform, in relation to the Loan, between the Collateral 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, will be formalized by means of the corresponding loan agreement signed in a private document between the Investors, represented by the Platform, and the Company (the "**Loan Agreement**"), being the complete, accurate and punctual fulfillment of the obligations contracted by the Company based on said Guaranteed Loan Agreement (the "**Guaranteed Obligations**"), among others by:

a. First Rank Real Estate Mortgage (the "**Mortgage")**


PALO | ALTO
PUERTO BANUS
MARBELLA
LA CAÑADA
NATURE PARK
SIERRA DE LAS NIEVES
RIO REAL
GOLF CLUB
STA. CLARA MARBELLA
GOLF CLUB


EUROPEAN PROPERTY AWARDS DEVELOPMENT
LAUFEN
BEST APARTMENT / CONDOMINIUM DEVELOPMENT SPAIN
Palo Alto by Martin Palo Alto SL
2023-2024
EUROPEAN PROPERTY AWARDS DEVELOPMENT
LAUFEN
BEST APARTMENT / CONDOMINIUM SPAIN
Palo Alto by Martin Palo Alto SL
2023-2024
EUROPEAN PROPERTY AWARDS DEVELOPMENT
LAUFEN
BEST APARTMENT / CONDOMINIUM DEVELOPMENT EUROPE
Palo Alto by Martin Palo Alto SL
2023-2024

- SECURITY / 24H.
- TENNIS
- 5* GYM
- 5* WELLNESS
- FARMERS MARKET
- COWORKING
- RESTAURANT & BAR
- EQUESTRIAN CLUB
- YOGA VALLEY

The South

Welcome to a New Era in Palo Alto

Security and privacy

Owners Club


OWNERS
CLUB

Palo Alto Villas at €3.6M


0000123

Quality and detail in every corner

Enjoy open spaces

Enjoy open spaces

Serenity Villas at €2.2M

Palo Alto Apartments €800k - €1.6M

PALO ALTO

MARBELLA

The Company, as a guarantee of the complete and punctual fulfilment of its Guaranteed Obligations, undertakes to grant a first-rank real estate mortgage right over the registered properties no. **10,041 and no. 10,020** registered in the Marbella Property Registry no. 1, on which the Development will be executed under the terms described in Exhibit IV of the Loan Agreement.

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

VI. That it is considered essential for the Investors that the exact and punctual performance by the Company of the obligations assumed under the Loan Agreement is guaranteed by the constitution of the Guarantees.

VII. That, for its part, the Guarantee Agent is an entity that is professionally and habitually engaged in the provision of fiduciary services in securities issues and similar and has the capacity, means and experience necessary to act as agent and agent for the purposes of the constitution, conservation, management, administration and, where appropriate, execution of the Guarantees granted as a guarantee of the timely compliance by the Company with its obligations arising from the Project.

VIII. That the Platform and the Guarantee Agent have formalised, prior to the date of this Mandate Agreement, a Framework Agreement establishing the terms of the collaboration of the Guarantee Agent in relation to the acceptance, conservation, management, administration and, where appropriate, execution of guarantees that may be granted by the promoters as a guarantee of the obligations arising from the Projects.

IX. That, on the basis of the foregoing, the Parties agree that the Guarantee Agent will act as indirect agent of the Principals for the purposes of the Guarantee Agent constituting, managing, administering and, where appropriate, executing the Guarantees in its own name, but acting in any case on behalf of the Principals, following for such purposes the instructions of the Platform, which will decide at its sole discretion on the execution of the Guarantees for the proper management and safeguarding of the corresponding judicial process, for which they agree to sign this Indirect Mandate Agreement in accordance with the following:

CLAUSES

1. Definitions

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

2. Purpose of the Mandate Agreement

The purpose of the Mandate Contract is:

(i) the granting by the Investors of an improper or indirect mandate in favour of the Guarantee Agent, under the provisions of Article 1,717 of the Civil Code, which empowers the Agent to, acting in his own name, but on behalf of the Principals, carry out all the necessary actions for the purposes of the valid and effective constitution, conservation, proper management, administration and, where appropriate, execution of the Guarantees, in their capacity as mortgage collateral and joint and several personal guarantee, respectively;

(ii) the designation and appointment of the Guarantee Agent for the above purposes;

(iii) the establishment of the rules that will govern the relationship of the Agents with the Principal and the procedure for the making of decisions and execution of instructions by the Representative; y

(iv) the establishment of the rights and obligations of the Parties in relation to the Contract.

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

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

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

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

4. Obligations of the Guarantee Agent

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

(i) To receive from the Platform the precise communications and instructions on any decision, action or authorisation that may have been adopted by the Investors in relation to the Guarantees and to proceed with the execution of any instructions received as a result of such decisions, actions or authorisations, as soon as possible.

(ii) Execute instructions received as a result of such decisions, actions or authorizations in relation to the Warranties.

(iii) To accept and subscribe in its own name and for the benefit of the Investors the Guarantees granted by the Company under the terms that the Investors consider appropriate.

(iv) To carry out all the necessary actions for the proper constitution of the Guarantees, as well as to grant, without delay, as many public and private documents for the correction, complement or clarification of the Guarantees as may be necessary or convenient for this purpose.

(v) To carry out all the necessary actions for the proper conservation of the Guarantees in the registry when requested by Urbanitae, at the indication of the Principals.

(vi) Inform the Platform of the steps taken and the status of the validity of the Guarantees and any other incidents that may occur in relation to the Guarantees throughout the life of the Loan.

(vii) To exercise the actions for the execution of the Guarantees within the precise period and terms indicated in the instructions issued by the Platform , which will decide at its sole discretion on such execution for the proper management and safeguarding of the corresponding judicial process, and in accordance with the provisions of the deed or policy of constitution of the aforementioned Guarantees. For these purposes, the Guarantee Agent may hire the law firm, the agency and/or the solicitors indicated by the Platform and any others that it deems appropriate for the correct execution of the Guarantees, with the prior acceptance of the Platform.

(viii) To receive, from the Platform, and in the event of non-compliance by the Company, the certification of the debit balance or amount due for the purposes of the proper initiation of the procedure for the execution of the Guarantees; as well as to collaborate with the Platform and the selected law firm in the execution of the notarial act of settlement of the debit balance, certification of ownership and charges and/or any other document or act necessary or convenient for the execution of the Guarantees.

(ix) To inform the Platform on an ongoing basis, so that it in turn keeps the Investors informed, of the status of execution of the Guarantees and of the amount of the net amount that may result from the execution of the Guarantees so that the proceeds of the execution can be distributed among the Investors.

(x) Follow the instructions of the Platform regarding the transfer of the proceeds of the foreclosure of the Mortgage in favour of the Investors or third parties, as the case may be; in no case will the direct award of the mortgaged asset(s) proceed.

(xi) Carry out all the actions that are necessary for the due cancellation of the Guarantees once the Guarantee Agent has been duly notified by the Platform of full compliance with the Guaranteed Obligations and receives the appropriate instructions in this regard, if applicable.

(xii) Perform all legal acts, sign any document, of any kind, whether public or private, that are necessary or convenient for the correct and punctual performance of the functions entrusted to it by virtue of this Contract.

(xiii) Receive from the Platform the list of Investors, without the Guarantee Agent having to accept or authorize any type of change in the Investors.

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

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

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

The Collateral Agent shall not be obliged to take any action in relation to the Loan (except for those related to the execution of the Collateral described in this Agreement, such as the declaration of maturity of the Loan following the instructions of the Investors), but only in relation to the Collateral following for such purposes the indications of the Platform, which shall decide at its sole discretion on the execution of the same for the proper management and safeguarding of the corresponding judicial process.

The Guarantee Agent may refrain from taking any action if the adoption of the same, in its opinion based on a reasoned legal interpretation, is contrary to any law or if it is not empowered to do so by virtue of any applicable law or regulation or if any court or other competent authority determines that it is not empowered to do so. The Guarantee Agent shall not be responsible, where appropriate, for the calculation, settlement or payment of the expenses and taxes corresponding to the constitution of the Guarantees, and the Principals shall be responsible in all cases for any administrative requirement, payment of quota, interest and penalties that, where appropriate, may be imposed by the corresponding authorities for an incorrect calculation or failure to pay or pay the aforementioned tax after the deadline.

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

5. Obligations of Principals

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

(i) Provide the Guarantee Agent, through the Platform, with the information they need in a timely manner, whenever such information is essential for the proper performance of their functions.

(ii) Ensure that the Company promptly pays the Collateral Agent its fees, costs and expenses for the performance of its duties as set forth in this Agreement.

(iii) To keep the Guarantee Agent duly informed, through the Platform and in accordance with the instructions received through it, of any circumstances that may have an impact on the Guarantees.

(iv) Ensure that the Company duly complies with the obligations assumed in the Loan Agreement in relation to the proper conservation of the asset subject to the Guarantees.

(v) To provide the Guarantee Agent, through the Platform, with all the necessary documentation and to guarantee compliance with all the requirements necessary for the effective constitution, administration, cancellation and execution, where appropriate, of the Guarantees.

(vi) Hold the Guarantee Agent harmless for any expense, cost or tax that may be accrued in the exercise of the functions of representation of the Principals set out in this Agreement, as well as for any possible claim that may arise against the Guarantee Agent regarding the integrity, validity and effectiveness of the Guarantees.

6. Adoption of Agreements by Constituents

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

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

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

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

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

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

7. Application of proceeds from enforcement of Guarantees

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

(a) payment of the Guarantee Agent's fees;

(b) payment of the fees of notaries, lawyers, solicitors, managers and other expenses that may have accrued on the occasion of the execution of the Guarantees, if applicable;

(c) default interest on the Loan;

(d) ordinary interest on the Loan; y

(e) principal outstanding payment by the Company

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

8. No waiver by the Warranty Agent

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

9. Warranty Agent Fees. Expenses

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

The Guarantee Agent will not be responsible for any type of expense or tax that may be caused in the performance of its functions, including, but not limited to: notary and agency fees, lawyers and solicitors, land registries, stamp duty resulting in the taxpayer, postage, courier and burofax expenses, travel expenses to attend signings, registries, hotels outside the province of residence of the Guarantee Agent, etc., all of which must be reimbursed.

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

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

10. Duration of the Mandate Contract

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

The duration of the Agreement shall be extended either (i) until the full repayment of the Loan by the Company, in timely compliance with the obligations assumed by the Loan Agreement by the Loan Agreement, and the consequent cancellation of the Guarantees; or (ii) in the event of non-compliance with the Guaranteed Obligations, until the completion of the procedure for the enforcement of the Guarantees in the event that the Guarantee Agent is instructed to proceed with their execution.

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

11. Cases of resolution

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

(i) At any time, by mutual written agreement between the Parties;

(ii) By the denunciation made in writing by either 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 Contract and demand from the other the full performance of its obligations, with reparation, in either case, of the damage caused by such breach when it is due to fault or gross negligence. In such a case, the non-complying Party will have a period of ten (10) calendar days to remedy such situation. If, in the opinion of the affected Party, the non-complying Party has not put an end to its conduct or remedied the cause of its non-compliance, the affected Party may terminate this Agreement with immediate effect, and the affected Party will also be open to exercise any of the legally established actions; y

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

12. Obligation to Indemnify

The Platform, the Principals and the Company shall indemnify and hold harmless and free of all costs or damages the Guarantee Agent, its partners and the natural persons it appoints as representatives in respect of any claim, action, demand, damage, cost or loss arising (directly or indirectly) or related to the provision of its services within the framework of the Contract; unless these are due to intent or gross negligence of the Guarantee Agent.

13. Confidentiality

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

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

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

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

14. Protection of Personal Data

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

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

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

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

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

15. Assignment

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

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

16. Miscellaneous

16.1. Modifications

The Platform will inform the other Parties of any modifications to the Contract that may occur as a result of changes in the applicable regulations or for any other objective reason or that are otherwise considered appropriate or convenient by the Platform.

Such modifications will be understood to be accepted if the Parties do not express their opposition in writing within 15 calendar days from their notification.

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

16.2. Independent nature of the clauses

In the event that any of the provisions contained in this Agreement are deemed null and void, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained in this Agreement shall not be affected or impaired in any way by such circumstance. Subject to prior agreement with the Principal, the Agent undertakes to replace the provisions declared null, illegal or unenforceable with valid ones, the economic consequences of which are as close as possible to those of the provisions affected by the nullity, illegality or impossibility of execution. To this end, the Agent undertakes to modify this Agreement accordingly.

16.3. Actions and non-existence of waiver

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

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

16.4. Notifications

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

Communications of a general nature relating to this Mandate and those referring to it as a whole that must take place between the Principals and the Agent, and where appropriate with the Company, will necessarily be channelled through the Platform, in accordance with the following provisions:

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

17. Electronic formalisation of the Contract

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

18. Applicable legislation. Jurisdiction

18.1. Applicable legislation

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

18.2. Jurisdiction

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