



### COMMERCIAL PROPERTY LEASE AGREEMENT

In the Autonomous City of Buenos Aires, on November 9, 2022, appear on the one hand Fernando Jorge Fazzolari DNI No. 8,076,224 in his capacity as president of latasa-Ingenieria y Asistencia Técnica Argentina-S.A. (CUIT Nº 30-54379150-0) with address at Calle Pasaje de los Corrales Viejos 46 CABA, hereinafter the LESSOR and on the other Atilio Matzkin, DNI No. 25895599, in his capacity as President of Anixter Argentina S.A., (CUIT No. ° 30- 68247214-2) with address at Castro 1844 CABA, hereinafter it will be called the LESSEE. When designated as a whole, the PARTIES declare that they have resolved to enter into a Lease Agreement that will be governed by the clauses stipulated in this agreement, by the pertinent provisions of the Civil and Commercial Code of the Nation and the applicable legislation.

#### 1. OBJECT.

The LESSOR in its capacity as domain owner, according to report No. E0060253012022 dated 10/14/2022, gives the LESSEE a lease, and the LESSEE accordingly receives the **second floor (2) facing Pasaje de los Corrales street Old 46, from the Autonomous City of Buenos Aires.** Hereinafter it will be called the PROPERTY.

It is recorded that access to the building in which the Property is located, and therefore access to it, is enabled on Monday through Friday from 08:00 a.m. at 8:00 p.m.

#### 2.- TERM, WRITTEN STATEMENT, INTERPELLATION, EARLY TERMINATION.

- a) TERM: This contract is for a term of thirty-six (36) months. The contract begins on November 3, 2022 and ends on November 2, 2025.
- b) b) RETURN OF THE PROPERTY: Upon expiration of the established term, it shall be the TENANT'S obligation to return the PROPERTY to the LESSOR, without excuses, delays or invocation of any kind, without the need for prior notice, and the automatic default shall be agreed.
- c) c) EARLY TERMINATION: The TENANT, after a period of not less than six (6) months of tenancy, shall have the right to request the termination of the lease



advance of the contract. In this case, the LESSEE must communicate its decision to the LESSOR in a reliable manner at least sixty (60) days in advance.

From the notification of the termination, prior coordination between the parties, the LESSEE will allow access to the LESSOR or whoever he designates to the Property, for the purposes of its exhibition to third parties.

### 3.- MONTHLY PRICE, TERM, PLACE AND FORM OF PAYMENT

- a) The monthly rental price is fixed in the sum of DOLLARS UNITED STATES EIGHT THOUSAND EIGHT HUNDRED (US\$8,800) + VAT and for common expenses the monthly sum of US DOLLARS ONE THOUSAND SEVEN HUNDRED SIXTY (US\$1,760) + VAT, monthly, total US DOLLARS TEN THOUSAND FIVE HUNDRED SIXTY (US\$10,560 .-) + VAT, monthly, payable in advance until the 10th of each month in pesos at the BNA exchange rate, vendor-type ticket corresponding to the close of the day prior to the day of payment. Likewise, said payment will be made in accordance with the provisions of Law 23,349 and Decree No. 493/2001, and the procedures authorized by Law 25,345 on the Prevention of Tax Evasion (Ordered Text Law 25,413, extended by Law 27,432).

Given that the payment for common expenses is established in a fixed monthly sum regardless of the total volume of said expenses, it does not constitute a reimbursement and the LESSOR is therefore exempt from the obligation to render accounts for this item and the LESSEE will not be able to claim discounts of the amount of this sum for any concept.

After signing the contract and within forty (48) business hours, the LESSOR will issue an invoice for the rent and common expenses for the month of November, which will be paid by the LESSEE within a period not exceeding forty-eight (48 ) business hours of receipt of the invoice

- b) The LESSEE may enjoy the following facilities, free of charge, unless otherwise established at any given point:

b.1).- Reception service for the building and its technological and physical surveillance. This technological and physical surveillance service does not imply for the LESSOR to assume any guarantee obligation or responsibility for any harmful event suffered by the LESSEE, either in areas of the building or in the PROPERTY.

b.2).- Use of the auditorium and meeting rooms on the ground floor with prior notice 24 hours in advance and subject to availability managed by the Lessor. The use of these areas will not be permanent but on the days and times agreed with the Lessor.

b.3).- Use of dining area, park and terraces for staff, in accordance with the lessor's rules of coexistence. The use of the dining room will be without more hours than those established by the lessor in general, it will be used in a shared manner with the lessor's staff and/or with any occupant of the building authorized by the lessor. The LANDLORD has contracted a catering service for the building, for the use of its staff, the LESSEE being able to adhere to said contract, in which case it will be adjusted to the terms of the same that link the LESSOR with the provider, having to pay the consumptions made by its staff.

b.4).- Use of TWO (2) assigned garages plus one courtesy (valet parking) and up to four (4) spaces for bicycles that include changing rooms and showers.

b.5).- Building maintenance service that includes: daily cleaning service of the building including the 2nd floor from 5:00 p.m. to 6:00 p.m., elevator maintenance service, maintenance service for the electricity generator, refrigeration equipment / heating and fire safety, gardening service and periodic fumigations.

b.6).- Use of hot and cold water dispenser and existing cafeteria and crockery service. Does not include provision of inputs of any kind.

b.7).- Water and sewage service (AYSA), electric power (Edesur), ABL and insurance against fire and windows of the building.

b.8).- The LESSEE must hire the Internet and/or Telephone provision service from the company Metrotel for its exclusive use.

c) Any sudden variation or not in the price of the agreed currency will be considered a foreseeable and expected event.

e) PAYMENT TERM: The rent is agreed for a whole month period, and must be paid between one (1) and ten (10) of each calendar month, in advance, or the subsequent business day if the tenth (10) day is holiday.

f) PLACE OF PAYMENT: The rent will be paid by transfer that must be credited to the LESSOR's account on or before the expiration date of the obligation.





The transfer will be made to the current account pesos number 3003355528 of the HSBC Bank, CBU 1500054100030033555282, CUIT of the LESSOR 30-54379150-0

g) PAYMENT UNTIL DELIVERY: The rental price will be owed in all cases until the LESSEE places the PROPERTY at the real and effective disposal of the LESSOR completely unoccupied.

#### 4.- DELIVERY OF THE PROPERTY

The LESSEE receives the PROPERTY in this act, in the terms stipulated herein, in perfect conditions of use and conservation for the agreed destination. The leased apartment is delivered free of lessees or occupants, with furniture in good conditions of use according to detailed inventory and photographs incorporated all of this as Annex I -INVENTORY AND PHOTOS-

The building is authorized by the CABA application authority to be used as commercial offices according to Provision DI-2020-6324-GCABA-D dated 09/08/2020 issued by the Government Control Agency. In its current condition as a building with LEED Silver category certification, it has been declared a smoke-free building, so smoking is not allowed anywhere in it and up to 10 meters from its entrance door.

#### 5.- OBLIGATIONS OF THE LESSEE.

The LESSEE undertakes to:

- a) Not to transfer, assign, or sublet all or part of the PROPERTY, applying the prohibition stipulated in art. 1213 CCC. The violation of this provision will be considered as a violation of the prohibition to vary the destination detailed in clause 6) of the present.
- b) Affect the PROPERTY exclusively to the destination agreed in clause 6), for which you must manage, where appropriate, the corresponding municipal permits and/or authorizations, at your exclusive account and expense, being absolutely prohibited from allocating it totally or partially to another use other than that expressed in this contract.
- c) Carry out at its sole expense the necessary expenses for minor repairs to the PROPERTY, or those resulting from its daily use, natural wear and tear or damage or deterioration caused by its own acts.
- d) Immediately inform the LESSOR of any damage to the PROPERTY or its facilities that require urgent repair, and/or whose consequences may affect its state of conservation, being able to notify it to this effect in the email address provided at the bottom of this Contract.
- e) The LESSEE may not make modifications and/or improvements that alter the structure of the PROPERTY. In case of non-compliance with the obligation mentioned herein, the LESSOR may judicially request the cessation and/or

destruction of the works and terminate the contract due to the fault of the LESSEE. Other modifications that do not affect the structure of the PROPERTY must have the prior approval of the LESSOR, which may deny it if it considers them inconvenient or risky. Modifications made with the consent of the LESSOR will be for the exclusive benefit of the PROPERTY, and the LESSEE may not request any compensation in this regard. Notwithstanding the foregoing, the LESSEE may withdraw those modifications or improvements that are separable or could be withdrawn without damage to the PROPERTY, or must do so if required by the LESSOR.

f) Allow the LESSOR to inspect the PROPERTY when it requires it with reasonable anticipation and periodicity.

g) Return the PROPERTY in the same state and conditions in which it was received except for deterioration caused by time and proper use of it. The LESSEE will be liable for any deterioration caused by its fault or negligence or by the persons for whom it must respond.

h) Maintain the PROPERTY in perfect conditions of cleanliness and health.

i) Do not store or deposit articles or merchandise that, due to their characteristics, endanger the security of the PROPERTY, harm or disturb the owners of neighboring properties or their comfort and health.



#### 6.- DESTINATION OF THE PROPERTY.

The destination that the LESSEE will give to the PROPERTY will be exclusively that of commercial offices (art. 1194 CCC). Failure to comply will be grounds for termination, without prejudice to other actions for breach of contract. The LESSEE records that it has made all the necessary inquiries before the corresponding agencies that corroborate that the PROPERTY that it rents is suitable for said destination and may be granted

then the qualifications required for the proposed activity. Expressly exonerating the LESSOR from any obligation or liability in this regard. The maintenance tasks for the normal operation of the building that generate noise or inconvenience that prevent the normal operation of the offices will be carried out or ordered by the LESSOR outside normal business hours from 09:00 a.m. to 06:00 p.m. from Monday to Friday, without this generating additional cost for the Lessee.

The LESSOR agrees to allow entry and exit from the building within its normal hours, which are Monday through Friday from 08:00 a.m. to 08:00 p.m. Outside of the usual hours to access the building in cases of obvious urgency,

the LESSEE must previously coordinate with the lessor according to his needs and will be responsible for the costs that this generates.



The LESSOR and his staff will not have free access to the second floor except for the daily cleaning service, nor to its cameras, except in situations of force majeure. The LESSEE will have exclusive access to the 2nd. floor and its security cameras. For this, the lessor will provide the necessary access cards for this purpose, the only means by which the building can be accessed.

#### 7.- EXEMPTION OF THE LESSOR.

The LESSOR is exonerated from all liability towards the LESSEE, who will be absolutely responsible for all the damages suffered by the LESSEE in person or property and/or third parties, including the LESSEE's staff, as a consequence of the use of the PROPERTY or those produced due to the deterioration experienced by them and/or their accessories and/or the works and/or improvements introduced by the LESSEE and/or the goods located in the PROPERTY, due to the passage of time, non-functional use of the same, floods, movements seismic, damage caused by third parties, humidity, fire, robbery, theft, any type of loss or event and any fact not attributable, directly or indirectly, to the LESSOR. Consequently, the LESSEE undertakes to hold the LESSOR harmless against any claim and/or demand and/or sanction that could experience due to the circumstances described in this clause.

#### 8.- DEFAULTS.

- a) DELAY OF THE LESSEE. DAMAGES, FINE: The Breach by the LESSEE of any of the obligations established in this contract, especially in the case of non-payment of two (2) monthly rental payments in advance within the term and manner established, will cause her to incur in default of full right, without the need for requirements or interpellation. Notwithstanding the penalties established in the other clauses, the LESSOR may request compliance with this contract or terminate it due to the fault of the LESSEE and request the immediate eviction of the latter or those who occupy the property (art. 1086 CCC).

In the event that the LESSEE does not vacate or restore the PROPERTY on the expiration date of the lease term or from the moment in which the resolution of the same was declared due to its fault, the LESSEE must pay, from the expiration date of this and until the LESSOR is reimbursed the possession of the PROPERTY, in addition to the rent,

a monthly amount equivalent to two (2) times the current rental price, for each month of delay in the return of the possession.

b) LATE PAYMENT OF RENT. PENALTY FOR LACK OF PAYMENT: Unpaid rents will accrue, from the first day of the month, a **punitive interest of two percent (2%)** per month, capitalizable on the last day of each month while the delay lasts, the debt will be calculated considering the agreed price in force on the date prior to the date of effective payment,



#### 9.- SECURITY DEPOSIT.

The LESSEE, within a period of no more than forty-eight (48) hours from the signing of the contract, will deliver to the LESSOR the sum of PESOS, equivalent to three monthly rental values for a total of USD 26,400 using the BNA ticket price. vendor type of the day prior to payment, amount that must be returned by the LESSOR at the end of the Contract in pesos and with the same conversion condition mentioned in this clause. The LESSOR will issue the corresponding receipt upon receipt of the funds in its bank account. The deposit may not be imputed to the payment of rents or other debts, arising from possible breaches; will not accrue interest and will be returned to the LESSEE within 30 days after

the return of the completely unoccupied PROPERTY, under the agreed conditions and once all debts are settled, the keys are handed over.

#### 10.- GUARANTEE - SURETY INSURANCE

The LESSEE delivers in this act to the LESSOR, a surety bond to guarantee rentals from AFIANZADORA Compañía de Seguros SA, Policy No. 610510 covering the sum of US DOLLARS BILL one hundred and seventy-nine thousand seven hundred and twenty-six (U\$S 179,726.- ) that is, one year of unpaid rent plus common expenses plus replacement of the guarantee deposit. Said policy is automatically renewable for each year of the contract.

11. STAMP TAX

This operation is covered by the stamp tax of the City of Buenos Aires, in accordance with the provisions of Law 2179 GCBA, which must be paid by the parties in accordance with the law and in the proportion established by the tariff law. current. Said tax must be settled by the PARTIES within fifteen (15) calendar days of the execution of this contract. Each party will be responsible for the stamp tax that corresponds to them, according to their fiscal condition.

12. REGISTRATION

In compliance with art. 16 of Law Nº° 27,551, the LESSOR must declare this contract before the Federal Administration of Public Revenues (AFIP) within the terms and modalities in force.

13.- PROBATORY VALUE

The particular instruments included in the provisions of art. 287 of the CCCN and those generated by electronic means by one or the other party or by third parties, will not be opposable in any case to the signatories hereby expressly deciding and agreeing to it, resulting in this contract being the only valid agreement between the PARTIES regarding this location, which can only be modified by agreement of both PARTIES and in writing.

The particular instruments included in the provisions of art. 287 of the CCCN and those generated by electronic means by one or the other party or by third parties, will not be opposable in any case to the signatories hereby expressly deciding and agreeing to it, resulting in this contract being the only valid agreement between the PARTIES regarding this location, which can only be modified by agreement of both PARTIES and in writing.

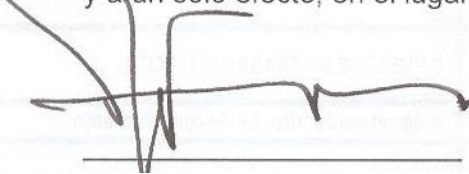
14.- JURISDICTION

For all legal purposes, the PARTIES accept the jurisdiction of the National Justice of the Federal Capital, waiving any other jurisdiction, constituting domicile the LESSOR in the place indicated in the heading of this contract, and the LESSEE in the PROPERTY, where they will be All judicial and/or extrajudicial notifications that are made are considered valid.

In proof of conformity, two (2) copies of the same tenor and for a single purpose are signed, in the place and on the date indicated at the beginning of this document.



y quien solo creeo, en el lugar y fecha señalados al comienzo del presente.



Fernando Fajolani

LESSOR: Electronic address: [rjuiz@iatasa.com](mailto:rjuiz@iatasa.com)



LESSEE Electronic Address.

Atilio.MATZKIN@ANINTER.COM

Buenos Aires... 9/11/2022  
Firma/s certificada/s en sello  
Especial N° F. 3501602



#### APPENDIX 1 Details

##### INVENTORY

OBJECTS	QUANTITY	OBSERVATIONS
L-SHAPED DESKS	6	
MOBILE DRAWERS WITH 3 DRAWERS	33	with their respective keys
MOBILE DRAWERS WITH 2 DRAWERS	1	with its respective key 1 drawer is for hanging files
BASE CABINETS 4 DOORS WITH 4 MOBILE SHELVES AND LIFTED WITH 2 ST MOV	6	with their respective keys

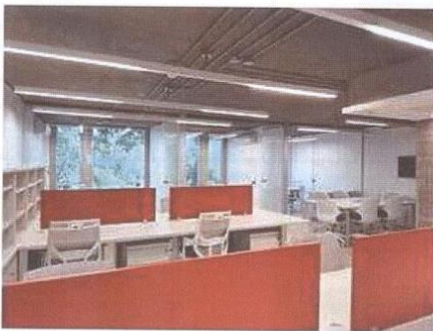
BASE CABINETS 2 DOORS WITH 2 MOBILE SHELVES AND LIFTED WITH 2 ST MOV	2	with their respective keys
BASE CABINETS 4 DOORS WITH 4 MOBILE SHELVES	14	with their respective keys
SHELVES WITH 8 MOBILE SHELVES	7	
FURNITURE FOR FOLDERS PENDANTS	3	with their respective keys
ISLANDS WITH 4 STATIONS I WORK EACH ONE	7	28 JOBS IN TOTAL
CHAIRS	52	34 high back-18 low back
WASTE BASKETS	21	
TV	1	
MEETING TABLE	1	
2 DOORS CUPBOARD WITH 2 MOBILE SHELVES	1	with its respective key
CONT. AIR REMOTES	6	1 in each office
GRAY MATS SUPPORT KEYBOARD AND MOUSE	32	
DISPENSING COLD WATER AND HOT- SLAKE	1	
COFFEE MACHINE KREA NECTA	1	Provides: espresso-long-cut-with milk - cappuccino with chocolate- stained milk-chocolate-milk chocolate-milk-vanilla cappuccino
COFFEE CUPS	18	
COFFEE DISHES	18	
COFFEE SPOONS	18	

## INVENTORY FLOOR 2

OBJECTS	QUANTITY	OBSERVATIONS
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CUPS OF TEA	18	
TEA PLATES	18	
TEA SPOONS	18	
VASES	18	
6 VALOT WASTE BASKETS	4	
SOAP DISPENSER WORTH	2	
AUTOMATIC VENDOR OF TOWELS VALUE	2	
MANUAL VENDOR OF VALOT TOWELS	1	
PAPER VENDOR HYGIENIC VALUE	3	
TOILET BRUSHES	3	
SANITARY CONTAINER LADY BIN VALUE	2	

Fotos







1. Buenos Aires, **November 9, 2022**. In my notary character
2. **Holder of Notarial Registry 1,495 of the Autonomous City of Buenos Aires**
3. **I CERTIFY:** That the Signatures that work in the
4. document attached to this page, whose certification requirement is
5. formalized simultaneously by ACT number 150 of the BOOK
6. number **98, heading 154.168**, is/are placed in my presence by the person(s)
7. whose name(s), identity document(s) and proof of identity are indicated:
8. **Fernando Jorge FAZZOLARI**, National Identity Document 8,076,224 and **Atilio**
9. **MATZKIN**, National Identity Document 25.895.599. The applicants intervene in
10. the following characters: Mr. Fazzolari in name and representation and in his capacity as
11. Chairman of the Board of "**L.A.T.A.S.A. ENGINEERING AND TECHNICAL ASSISTANCE**
12. **argentina limited company of professional services**",
13. C.I.U.T. 30-54379150-0, with address according to the statute, at Calle Corrales Viejos 46 of
14. this city, justifying its legal existence and the character invoked with the following
15. following documentation: a) Certificate issued by the General Inspection of Justice with
16. dated August 3, 2011, from which arises the original registration of the company formalized
17. dated December 28, 1961, under number 2812, Folio 74, Book 55, Volume A of
18. National Statutes; b) Deed of rearrangement of the bylaws dated December 11,
19. June 2009, passed before the Notary Public of this City, Verónica A. Kirschmann, on folio
20. 892, of Registry 61 in his charge, the first copy of which was registered in the General Inspectorate
21. of Justice on July 13, 2009, under number 11383, Book 45, Volume of Companies
22. by Shares and c) Private Registration Instrument of Authorities designated by
23. Assembly Minutes No. 74 and Board Minutes 1103, both dated May 13,
24. 2022, registered in the General Inspectorate of Justice under number 10176 of book 108
25. Volume of Stock Companies dated June 8, 2022. And Mr. Matzkin for





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their own rights. Mr. Fazzolari states that the representation invoked is fully valid and that the related documentation is the only one that justifies representation. I have had the related documentation in its originals in view for this act with sufficient powers. It is hereby stated that the document that states it is a Lease Agreement.- AND I, **THE AUTHORIZING NOTARY, CERTIFY: Identity of the applicants:** Mr. Fazzolari is a person I know of and Mr. Matzkin accredits the identity of him showing me the aforementioned document. The respective requirement is formalized through the aforementioned act, and in the Certification of Signatures Act number F018148650 and Annex 3901602.-

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