

LEASING AGREEMENT

This leasing agreement is entered into on **December 10, 2024**, in **Madrid, Spain**, by and between the following parties:

Inmobiliaria Madrid Centro S.L., hereinafter referred to as the “Lessor,” with its registered office at Calle Gran Vía 45, Madrid, 28013, represented by **Laura Martínez López** in her capacity as Commercial Director, and **Boutique Style S.L.**, hereinafter referred to as the “Lessee,” with its registered office at Calle Serrano 22, Madrid, 28001, represented by **Carlos Fernández Díaz**, acting as General Manager.

Both parties, recognizing their full legal capacity to enter into this agreement, agree to the terms outlined below regarding the leasing of certain properties for commercial use.

1. Description of the Premises

The properties subject to this agreement consist of two units located in central Madrid. The first unit, with a total area of **120 square meters**, is situated at Plaza Mayor 5, Madrid, 28012. The second unit, measuring **80 square meters**, is located at Calle Arenal 8, Madrid, 28013. Together, the premises provide a combined area of **200 square meters**. The Lessee agrees to use these properties exclusively for the purposes defined in this agreement and in compliance with all relevant regulations.

2. Rent and Payment Terms

The Lessee shall pay the Lessor a fixed monthly rent of **€4,000**, which must be paid no later than the fifth calendar day of each month via bank transfer to the account designated by the Lessor. In addition to the fixed rent, the Lessee agrees to pay a variable rent equivalent to **5% of net monthly sales** generated within the premises. This variable rent shall be calculated based on gross income, excluding applicable taxes, and settled monthly in arrears.

3. Common Expenses

The Lessee is responsible for contributing to the maintenance and operational costs associated with the leased premises. This includes a monthly fee of **€200** to cover the maintenance of common areas within the building, as well as all utility expenses, such as water and electricity, based on actual consumption recorded by individual meters. Furthermore, the Lessee shall pay **€100 per month** for additional cleaning services provided by the Lessor to ensure the upkeep of the premises.

4. Term and Renewal

The initial term of this agreement is established as **three (3) years**, commencing on **January 1, 2025**, and ending on **December 31, 2027**. Upon the expiration of the initial term, the agreement will be automatically renewed for successive periods of one (1) year, unless either party notifies the other of their intention not to renew, with at least two months’ written notice prior to the expiration of the current term.

5. Termination

This agreement may be terminated under the following conditions:

- Either party may terminate the agreement by providing **three months' prior written notice**. In such a case, the Lessee shall pay a penalty equivalent to one month of fixed rent.
- The Lessor reserves the right to terminate the agreement immediately if the Lessee fails to pay rent for two consecutive months. Notice of such termination shall be provided in writing.

6. Obligations of the Lessee

The Lessee agrees to maintain the premises in good condition throughout the lease term and to promptly address any damage caused during their occupancy. The Lessee shall comply with all building rules and regulations and ensure that the premises are used exclusively for lawful purposes.

Additionally, the Lessee shall provide a **security deposit equivalent to two months' fixed rent**. This deposit will be retained by the Lessor as a guarantee and will be refunded to the Lessee at the end of the lease term, subject to any necessary deductions for damages or unpaid amounts.

7. Final Provisions

Both parties agree that any amendments or modifications to this agreement must be made in writing and signed by both the Lessor and the Lessee. This agreement is governed by the laws of Spain, and any disputes arising from its interpretation or execution shall be resolved by the courts of Madrid.

In witness whereof, both parties affix their signatures below to confirm their understanding and acceptance of the terms outlined in this agreement.

Lessor:

Name: Laura Martínez López

Title: Commercial Director

Signature: _____

Lessee:

Name: Carlos Fernández Díaz

Title: General Manager

Signature: _____

Date: December 10, 2024