

LEASING AGREEMENT

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

Catalonia Properties S.L., hereinafter referred to as the “Lessor,” with its registered office at Avenida Diagonal 100, Barcelona, 08019, represented by **Marta Sánchez Rovira** in her capacity as Property Manager, and **Mediterranean Retail S.A.**, hereinafter referred to as the “Lessee,” with its registered office at Passeig de Gràcia 20, Barcelona, 08007, represented by **Javier Ortiz Pérez**, acting as Chief Operating Officer.

Both parties acknowledge their legal capacity to enter into this agreement and agree to the terms outlined below regarding the leasing of certain premises for commercial purposes.

1. Description of the Premises

The properties covered by this agreement include two retail spaces located in Barcelona. The first unit, with a total area of **150 square meters**, is situated at Plaça Catalunya 2, Barcelona, 08002. The second unit, measuring **100 square meters**, is located at Carrer de Mallorca 50, Barcelona, 08008. Together, the leased spaces provide a combined area of **250 square meters**. The Lessee agrees to utilize these spaces exclusively for commercial retail purposes.

2. Rent and Payment Terms

The Lessee agrees to pay the Lessor a fixed monthly rent of **€7,500**, which must be paid on or before the tenth calendar day of each month via bank transfer to the Lessor's designated account. In addition to the fixed rent, the Lessee shall pay a variable rent equal to **8% of monthly net sales** generated within the leased premises. This variable rent shall be calculated and settled on a quarterly basis.

3. Common Expenses

The Lessee is responsible for the following additional expenses related to the operation and maintenance of the premises:

- A contribution of **€300 per month** for common area maintenance.
- Payment for utilities, including water, electricity, and waste management, as invoiced based on actual consumption.
- An additional charge of **€150 per month** for security services provided by the Lessor.

4. Term and Renewal

The initial term of this agreement is established as **five (5) years**, commencing on **February 1, 2025**, and ending on **January 31, 2030**. At the conclusion of the initial term, the agreement shall automatically renew for additional two-year periods unless either party provides written notice of termination at least three months prior to the expiration of the current term.

5. Termination

This agreement may be terminated under the following conditions:

- By either party, with a minimum of **six months' written notice**, without penalties.
- Immediately by the Lessor, in the event that the Lessee defaults on three consecutive monthly payments, breaches the terms of use, or causes significant damage to the premises.

6. Obligations of the Lessee

The Lessee agrees to:

- Maintain the premises in good and tenantable condition.
- Adhere to all municipal and building regulations related to the use of the property.
- Provide a **security deposit equal to three months' fixed rent**, refundable at the end of the agreement, minus any deductions for damages or unpaid charges.

7. Dispute Resolution

Any disputes arising from the interpretation or execution of this agreement shall be governed by Spanish law and submitted to the jurisdiction of the courts of Barcelona.

8. Miscellaneous

This agreement represents the entire understanding between the Lessor and Lessee. Any modifications must be in writing and signed by both parties.

Signatures

Lessor:

Name: Marta Sánchez Rovira

Title: Property Manager

Signature: _____

Lessee:

Name: Javier Ortiz Pérez

Title: Chief Operating Officer

Signature: _____

Date: December 10, 2024