

Fecha:	08/02/2023						
Sociedad:	CNP ASSURANCES						
Tipo de documento:	Contrato /Anexos <input type="checkbox"/>	Presupuesto/ Proyecto <input type="checkbox"/>	Doc. Consejo <input type="checkbox"/>	Doc. Hacienda <input type="checkbox"/>	Doc. DGSFP <input type="checkbox"/>	Doc. Planes/EPVS <input type="checkbox"/>	Otro:
Solicitado por:	DAVID LATTES						
Contenido / Objetivo: Principal Acuerdo, entregables y descripción del servicio	CONTRATO DE ARRENDAMIENTO-CALLE CEDACEROS, 10 (MADRID)						

Cumplimentar en caso de contrato, presupuestos, proyectos, u obligaciones de pago

Denominación del Documento:	CONTRATO DE ALQUILER		
Apoderado/s de CNP: <i>(según importe económico del contrato)⁽¹⁾</i>	DAVID LATTES		
Contraparte: <i>(proveedor, o interviniente)</i>	CNP PARTNERS DE SEGUROS Y REASEGUROS, S.A.		
Fecha de inicio del contrato:			
Fecha de vencimiento del contrato:			
Renovación Tácita:	<input type="checkbox"/> SI	<input type="checkbox"/> NO	
Preaviso Cancelación:	<input type="checkbox"/> SI	<input type="checkbox"/> NO	Especificar preaviso:
Penalización por cancelación:	<input type="checkbox"/> SI	<input type="checkbox"/> NO	Importe:
Actualización precio por IPC, etc.:	<input type="checkbox"/> SI	<input type="checkbox"/> NO	
Delegación actividades críticas:	<input type="checkbox"/> SI	<input type="checkbox"/> NO	Especificar:
KPI / SLA:	<input type="checkbox"/> SI	<input type="checkbox"/> NO	
Presupuestado:	<input type="checkbox"/> SI	<input type="checkbox"/> NO	Importe (IVA incluido):
Código CECO:			
Código PEP:			
Activable:	<input type="checkbox"/> SI	<input type="checkbox"/> NO	
Periodicidad del pago:	Mensual <input type="checkbox"/>	Trimestral <input type="checkbox"/>	Anual <input type="checkbox"/> Pago único <input type="checkbox"/>

- OBLIGATORIO-

Responsable del Departamento y Director correspondiente:	Fecha: 08/02/2023	Firma:	Firma:
Verificación de Control Financiero: <i>En el caso de que el gasto sea activable.</i>	Fecha:	Firma:	
Verificación de Control de Gestión: <i>En el caso de que el gasto esté presupuestado y el pedido o la factura no superen el presupuesto, no será necesaria la firma del Control de Gestión.</i>	Fecha:	Firma:	
Revisión Asesoría Jurídica: <i>(persona del equipo legal que ha revisado el contrato y verificado que cumple con todos los requerimientos solicitados)</i>	Fecha: 08/02/2023	Firma:	
Comentarios Asesoría Jurídica:			
<input type="checkbox"/> CORRESPONSABLE <input type="checkbox"/> ENCARGADO <input checked="" type="checkbox"/> N/A			
Verificación de Compras: Thierry Vasquez	Fecha: 08/02/2023	Firma:	
Representante Legal o Director Financiero David Lattes	Fecha: 08/02/2023	Firma:	

DATED

29 December 2022

CNP PARTNERS DE SEGUROS Y REASEGUROS, S.A.
(“LANDLORD”)

- and -

CNP ASSURANCES S.A., SUCURSAL EN ESPAÑA
(“TENANT”)

LEASE AGREEMENT

- relating to -

CALLE CEDACEROS, 10
MADRID

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**LEASE AGREEMENT
CALLE CEDACEROS, 10 (MADRID)**

THIS AGREEMENT is made on 29 December 2022.

BETWEEN:

- (1) **CNP Partners de Seguros y Reaseguros, S.A.**, a limited liability company organised under the laws of Spain, having its registered office at Calle San Jerónimo 21, 28014 Madrid, Spain, and registered with the Companies Registry of Madrid under registry reference sheet (*hoja*) M-73979, volume (*tomo*) 4467, page (*folio*) 140, represented by Santiago Domínguez, duly empowered pursuant to a power of attorney (the "Landlord"); and
- (2) **CNP Assurances S.A., Sucursal en España**, having its registered office at Carrera de San Jerónimo 21, 28014 Madrid, Spain, and registered with the commercial registry of Madrid under volume (*tomo*) 20063, page (*folio*) 48 and sheet (*hoja*) M-353978, represented by Mr. David Lattes, duly empowered pursuant to a power of attorney dated 7 March 2022 (the "Tenant").

The Landlord and the Tenant are hereinafter referred to, collectively, as the "Parties" and, individually, as a "Party".

RECITALS:

- (A) Whereas the Landlord is the owner of the property located in Madrid, calle Cedaceros, 10 and described below, formed by the following land registry units (5 floors and 28 parking spaces) within a building located at Calle Cedaceros 10, 28014, Madrid (Spain) (the "Building"):
 - (a) Basement premises (commercial premises): property unit 36589 of the Land Registry of Madrid no. 2 (the "Land Registry") and cadastral reference 0744607VK4704D0042FF. It has a built surface area according to the Land Registry of 565 sq. m.
 - (b) Ground floor premises (commercial premises): property unit 56748 of the Land Registry and cadastral reference 0744607VK4704D0044HH. It has a built surface area according to the Land Registry of 337 sq. m. and represents half the surface area of this level.
 - (c) First floor (office): property unit 36593 of the Land Registry and cadastral reference 0744607VK4704D0046KK. It has a built surface area according to the Land Registry of 608 sq. m.
 - (d) Second floor (office): property unit 36595 of the Land Registry and cadastral reference 0744607VK4704D0047LL. It has a built surface area according to the Land Registry of 608 sq. m.
 - (e) Third floor (office): property unit 36597 of the Land Registry and cadastral reference 0744607VK4704D0048BB. It has a built surface area according to the Land Registry of 608 sq. m.
 - (f) Fifth floor (offices):
 - (i) Property unit 70900 of the Land Registry and cadastral reference 0744607VK4704D0055QQ. It has a built surface area according to the Land Registry of 150 sq. m.

- (ii) Property unit 36601 of the Land Registry and cadastral reference 0744607VK4704D0055QQ. It has a built surface area according to the Land Registry of 241.40 sq. m.
- (iii) Property unit 53610 of the Land Registry and cadastral reference 0744607VK4704D0055QQ. It has a built surface area according to the Land Registry of 216.60 sq. m.
- (g) Basement -2 (car park): parking spaces numbers 2 and 7 to 21, corresponding to property units 36587-1 to 36587-16.
- (h) Basement -3 (car park): parking spaces numbers 2, 4 to 8 and 16 to 21, corresponding to property units 36585-1 to 36585-6, 36585-8 and 36585-10 to 36585-14.

The remaining parts of the Building (i.e. half of the ground floor, fourth and sixth floors) are owned by third parties.

- (B) Whereas the Landlord wishes to lease the office space and parking spaces defined in clause 3.1 of this agreement to the Tenant (the "**Leased Property**"), and the Tenant wishes to accept the Leased Property under lease.
- (C) Whereas under the above conditions, both Landlord and Tenant have agreed to enter into this lease agreement for premises for non-residential use (the "**Agreement**" or "**Lease**"), in accordance with the provisions set forth in Law 24/1994, of 24 November, on Urban Lease Agreements (the "**LAU**"), to be governed by the following:

CLAUSES:

1. DEFINITIONS

In this Agreement:

"**Agreement**" has the meaning ascribed to it in paragraph (C) of the recitals;

"**Building**" has the meaning ascribed to it in paragraph (A) of the recitals;

"**Commencement Date**" means 30 December 2022;

"**Defaulting Party**" has the meaning ascribed to it in clause 23.1(c);

"**Event(s) of Default**" has the meaning ascribed to it in clause 23.1;

"**Initial Term**" means the term starting on the Commencement Date until 30 December 2024;

"**Land Registry**" has the meaning ascribed to it in paragraph (A) of the recitals;

"**Landlord**" has the meaning ascribed to it in the appearance hereof;

"**Landlord's fit out contribution**" has the meaning ascribed to it in clause 9;

"**LAU**" has the meaning ascribed to it in paragraph (C) of the recitals;

"**Lease**" has the meaning ascribed to it in paragraph (C) of the recitals;

"**Lease Term**" means the Initial Term and any extension exercised by the Tenant as per clause 5;

"Leased Property" has the meaning ascribed to it in paragraph (B) of the recitals;

"Monthly Provision" means an advance payment to be made by the Tenant for the Operating Expenses, to be paid, reviewed and settled in accordance with clause 8;

"Non Defaulting Party" has the meaning ascribed to it in clause 23.1;

"Notice of Default" has the meaning ascribed to it in clause 23.1(c);

"Operating Expenses" has the meaning ascribed to it in clause 8;

"Party" has the meaning ascribed to it in the appearance hereof;

"Permitted Use" has the meaning ascribed to it in clause 4.1;

"Remedy Period" has the meaning ascribed to it in clause 23.1(c);

"Rent" means the rent under this Lease, subject to review in accordance with the terms of this Lease;"

"Tenant" has the meaning ascribed to it in the appearance hereof;

"Tenant's Obligations" means all obligations attributed to the Tenant under this Lease;

"VAT" means Value Added Tax and any other tax or levy of a like nature;

"Working Day" means any day excluding Saturdays, Sundays, bank holidays and days on which the clearing banks in the City of Madrid are not open for business.

2. INTERPRETATION

In this Agreement, unless there is something in the subject or context inconsistent therewith:

- 2.1 The masculine includes the feminine and the neuter, and the singular includes the plural, and vice versa.
- 2.2 Obligations undertaken by any party where the relevant party comprises more than a single person are joint and several obligations.
- 2.3 Rights granted to the Landlord shall be construed as granted to the Landlord and all persons authorised by the Landlord.
- 2.4 Any consent or approval of the Landlord required pursuant to the terms of this Agreement is valid only if given in writing.

3. OBJECT

- 3.1 The Landlord hereby grants the Tenant, which accepts, the lease "as is" of the Leased Property, identified and defined in the plans attached hereto as Schedule 1, suitable for office use of the Tenant and any other use as defined in clause 4.1 below, free of charges and encumbrances, free of tenants and occupants, and up-to-date in the payment of any charges and taxes.

The Leased Property is comprised of a private area of 330 m² located in floor 5th and six (6) parking spaces located in basement level -3, which belong to the building located at Calle Cedaceros 10, 28014, Madrid.

For clarification purposes the Tenant is also allowed to use the common areas of the Building for the purposes defined to these common areas in accordance with applicable legislation and the by-laws of the owners' association, which the Tenant declares to acknowledge and accept.

- 3.2 The Leased Property is handed over to the Tenant on the date hereof in the state of use, conservation and maintenance which the Tenant acknowledges including the furniture/equipment listed in Schedule 2.
- 3.3 The Landlord guarantees the Tenant, as from the date hereof the full access and possession of the Leased Property during the Lease Term.
- 3.4 Any other part of the Building not specifically highlighted in the plans attached as Schedule 1 is excluded from the object of this Lease.

4. PERMITTED USE

- 4.1 The Leased Property may be used by the Tenant for office use and without prejudice of the generality of the foregoing, it can also be used for administrative, commercial and operational premises, as permitted by applicable laws (the "Permitted Use").
- 4.2 Any use other than that indicated in clause 4.1 shall not be permitted unless previously authorised in writing by the Landlord, that authorization not to be unreasonably withheld.
- 4.3 The Tenant shall be responsible for the proper use of the Leased Property and its facilities as from handover, being responsible for any damages caused by the use of their staff and visits.
- 4.4 The Tenant shall obtain, at its own expense, all authorisations and licences required for the Permitted Use in the Leased Property, keeping the Landlord harmless at all times against the consequences of any failure to obtain or irregular obtainment (such as any tax, cost, expense or fines) of the Tenant's licences. If the Tenant at any time ceases to hold any of its licences, the Landlord may terminate this Agreement.

Upon termination of the Agreement for any reason, the Landlord may demand of the Tenant, who shall be under an obligation to comply, to transfer to the Landlord or to any third party the Landlord may appoint:

- (a) title to any licences, permits or authorisations in relation to the Leased Premises or its operation that may be in its name; and
- (b) the service and supply contracts in relation to the Leased Property, including, without limitation, those relating to supplies of water, electricity, gas, telecommunications and conservation and maintenance of facilities and equipment of the Leased Property.
- 4.5 The Tenant undertakes to respect all the necessary security measures on the Leased Property required by the competent authorities or set forth under the applicable regulations in connection with the Permitted Use.
- 4.6 The Tenant will have full access to the Leased Property 24 hours a day, 365 days a year.
- #### 5. TERM
- 5.1 This Lease shall come into force and effect on 30 December 2022.
- 5.2 The Initial Term of this Lease expires on 30 December 2024. It will commence on the Commencement Date.

- 5.3 The Initial Term may be extended by the Tenant for a maximum of 2 successive terms of one year each, unless the Tenant serves not less than 3 months' notice the Tenant's intention not to extend the Lease in advance of the Initial Term or the corresponding extension in place. In total, the initial Term and the additional extensions will have an extension of 4 years maximum (i.e. until 30 December 2026).
- 5.4 The Parties expressly exclude the possible application of the tacit extension expressly foreseen in Section 1566 of the Spanish Civil Code and therefore this will not be applicable in any event at the end of the Lease Term or termination of this Lease.
- 5.5 Upon termination of the Lease, the Tenant must vacate the Leased Property at the end of that period and transfer possession to the Landlord.

The Tenant will transfer possession of the Leased Property to the Landlord:

- (a) in the same initial condition and status in which the Leased Property was delivered by the Landlord, taking into account the normal wear and tear due to the authorised use under this Lease (without prejudice of Clause 9.6 below, which states that any works and/or improvements carried out by the Tenant shall remain in benefit of the Landlord, without any right to compensation); and
- (b) the Tenant will be allowed to remove its business signage, furniture, and movable elements and equipment installed at the Leased Property, owned by the Tenant.

6. RENT AND RENT REVIEW

- 6.1 In consideration for the leasing of the Leased Property, the Tenant shall pay to the Landlord the Rent. Rent shall be paid by the Tenant on a monthly basis, by means of wire transfer to the bank account designated from time to time by the Landlord within the first 5 days each month.
- 6.2 The Rent is agreed upon by the Parties and fixed for the Commencement Date in accordance with the amounts included in Schedule 3. The Parties have agreed a rent-discount period for the first 6 months of the Initial Term and this is reflected in Schedule 3, which shall end on 30 June 2023 moment on which the Tenant will start paying the agreed rent to the Landlord.
- 6.3 The Rent shall be updated each year, the first annual review to take effect as from 1 January 2024, to be increased in the same percentage as the variation of the twelve months preceding the date of the adjustment in the Consumer Price Index (as defined by the National Statistics Institute) published by the National Statistics Institute or any official body that may replace it.

The adjustment shall apply with effect at 1 January each contractual year and the initial and final indexes of reference to be applied shall be those of the months of December of each year.

If the applicable Consumer Price Index has not been published when the rent is to be adjusted, then the rent review shall be carried out when the said Consumer Price Index is published and it shall be applied retroactively. Any delay in the review of the rent does not prejudice a waiver of the right by the Landlord. The Landlord is entitled to carry out such review at any time and it shall be applied retroactively. In this case, the corresponding liquidation shall be included in the following payable invoice by the Tenant.

- 6.4 The Rent will be subject to VAT, to be charged by the Landlord.
- 6.5 The Tenant shall pay the Rent free of any deduction or withholding on account of tax, except as otherwise required by Spanish tax legislation.

7. **CAR PARKING**

For clarification purposes, the Tenant is allowed to use six (6) car-parking spaces in the Building (located at basement levels -3) which rental cost will be included in the Rent (in accordance with the amounts included in Schedule 3) and it will be allowed to sublet spaces in line with the assignment and subletting provision (clause 11 below).

8. **SERVICE CHARGES - SUPPLIES AND SERVICES**

- 8.1 Common expenses, whether for administration of the Leased Property or any other cost related to the Leased Property including but not limited to Real Estate Tax, security, lighting, cleaning, staffing, maintenance and improvement expenses of the Leased Property and its common elements shall be paid in full by the Tenant as direct recipient of the benefits of these services (the "**Operating Expenses**").

As a consequence, the Operating Expenses for the Leased Property, to be borne by the Tenant, shall include the quota corresponding to the Operating Expenses of the Building pursuant to the by-laws of the co-ownership, in accordance with the yearly budget approved by the co-owners of the Building. Any extraordinary expenses ("*derramas*") shall be also borne by the Tenant (proportionally to the quota that the Leased Property represents in the Building) and shall be invoiced separately by the Landlord when such extraordinary expenses arise (the "**Extraordinary Expenses**").

- 8.2 As indicated in clause 8.1 above, in addition to the Rent, the Tenant undertakes to pay the Landlord the Operating Expenses as from the date hereof, together with any Extraordinary Expenses that may arise from time to time.

- 8.3 The costs of private supplies of the Leased Property (including, but not limited to, water, gas, electricity, telephone, fax, internet) will be for the Tenant's account.

The Tenant shall engage at its own expense the supplies and services that may deem appropriate for the suitable development of the Permitted Use in the Leased Property. To such effect, Tenant will provide copies of the supplies and services engaged with third parties during the Lease Term.

- 8.4 The payment of the Operating Expenses shall be subject to VAT, to be charged by the Landlord, except for those expenses paid in the name and on behalf of the Tenant pursuant to an express mandate of the Tenant (*suplidos*).

- 8.5 Provisional settlement of Operating Expenses

As from the Commencement Date, the Tenant will owe an advance payment that is agreed by the Parties per square meter of the Leased Property for first calendar year for the Operating Expenses at 4,70 €/sqm/month (the "**Monthly Provision**"). The Monthly Provision will be reviewed and updated applying to the Monthly Provision the mechanism for Rent review established in clause 6.3.

The Monthly Provision shall be paid in advance on a monthly basis, together with the payment of the Rent.

For clarification purposes, the Extraordinary Expenses and the proportional amount that corresponds to the Tenant will be communicated to the Tenant as soon as the Landlord has knowledge of the same. The relevant amount will be invoiced to the Tenant together with the payment of the Rent of the next monthly instalment.

8.6 Final settlement of Operating Expenses

At the end of each calendar year, the Landlord shall notify the Tenant, in respect of the Operating Expenses actually incurred in the Leased Property, of the difference between the provisional and the final settlement of Operating Expenses, together with the provisional settlement for the next calendar year.

The difference between the provisional and the final settlement of each calendar year must be paid by the Tenant within the first 20 days following the date of the notice served by the Landlord.

9. WORKS

9.1 The Leased Property is leased in good shape for the first use and occupation thereof. Notwithstanding this, the Parties have agreed a Landlord's contribution to the Tenant's fit out works ("**Landlord's fit out contribution**") as reflected in Schedule 3. The Landlord's fit out contribution shall be paid by the Landlord in accordance with the provisions under Schedule 3.

9.2 The Tenant takes full responsibility for the ongoing repair and maintenance of the Leased Property assuming all costs related thereto.

The Landlord shall not carry out any improvement works at the Leased Property unless expressly authorized by the Tenant, except if such works cannot be deferred in time until the end of this Agreement due to health and safety or security reasons, in which case the Landlord shall not need the Tenant's consent. In case the Landlord performs improvement works on the Leased Property, it shall not shift over the Tenant any amount nor shall it have any repercussion on the Rent and the Tenant shall not be entitled to any compensation.

For clarification purposes, if such works do not affect the Leased Property, are carried out in other parts of the Building and do not prevent the Tenant to perform business in an ordinary manner, provided that, in any event, the Tenant shall withstand the temporal noises and inconveniences of this type of works, the Landlord will not need the Tenant's consent and may carry out such works at time of the duration of this Agreement.

9.3 The execution of internal non-structural works, repairs and installations within the Leased Property by the Tenant shall require the Landlord's express written prior consent (such consent not to be unreasonably withheld or delayed). In this respect, the Tenant shall notify the Landlord and provide with any reasonable information requested by the Landlord about the works, repairs and installations in order to obtain the Landlord's consent.

9.4 During the execution of works, Tenant may in no circumstances damage or affect the security or structure of the Building, nor weak the resistance of the materials used in its construction affecting structural elements or exterior enclosures.

9.5 In any event, the works to be executed in the Leased Property shall have the required local permits and licenses which shall be managed and obtained by the Tenant and works shall be executed under the corresponding project management supervision. All expenses and taxes shall be borne by the Tenant, who waives the Landlord from any liability due to damages that may be caused to the Building, adjoining properties or third parties.

9.6 The works and/or improvements that the Tenant carries out in the Leased Property shall remain for the benefit of the Landlord. The Tenant may in no event claim any compensation for the works executed and not removed from the Leased Property.

10. BUSINESS SIGNAGE

- 10.1 The Landlord hereby authorizes the Tenant to install any business signage on the boards devoted for that purpose in the Building. The Tenant shall decide the characteristics and materials of such business signs at any time, being able to change them during the Lease Term.
- 10.2 The installation of the business signs in the façade, common areas or the rooftop of the Building by the Tenant shall be subject to the Landlord's prior written consent (such consent not to be unreasonably withheld or delayed).
- 10.3 For the installation of business signs the Tenant shall previously obtain the required local permits and/or licenses, assuming all expenses and taxes arising from its installation, with express waiver to the Landlord from any liability arising from the application process, the installation works and potential damages that may be caused to the Leased Property, the Building or third parties (including co-owners).

11. ASSIGNMENT AND SUBLETTING

- 11.1 The Tenant may not assign or sub-let this Agreement without the prior written consent from the Landlord (such consent not to be unreasonably withheld or delayed). If the Landlord decided to consent such assignment or sub-letting, the Landlord will be entitled to increase the Rent (i) by 10%, in case of partial sublease of the Leased Property; or (ii) by 20% in case of total sublease of the Leased Property or assignment of this Agreement.
- 11.2 Notwithstanding the above, the Landlord's consent will not be required in advance for an assignment, a domiciliation or a total or partial sublease to a company within the Tenant's group of companies ("group" as defined by Spanish Code of Commerce, article 42.1) and the Landlord will not be entitled to increase the Rent in such case.

12. PREFERENTIAL ACQUISITION / FIRST REFUSAL RIGHT

- 12.1 The Tenant waives the preferential right during the Lease Term to acquire the Leased Property in preference to a third party as governed by articles 31 and 25 of LAU.
- 12.2 This Agreement shall not restrict the right of the Landlord to transfer the ownership title over the Leased Property to third parties during the Lease Term, although the Landlord must comply with the provisions of this whole clause 12. In this event, the new owner shall become the Landlord and shall assume all the obligations of the Landlord under this Agreement.

13. INSURANCE

- 13.1 The Tenant shall insure the contents of the Leased Property and the activity carried out thereon as from handover until the end of this Agreement, with an insurance company of acknowledged solvency and reputation, comprehensive all risk, taking into account the activity carried out and shall contract a third party civil liability policy in relation to its occupation of the Leased Property.
- 13.2 The Tenant shall punctually pay the premiums and will deliver the Landlord evidence of payment of the insurance premium and the validity of the insurance coverage. The Landlord shall be entitled to annually claim for a certificate giving evidence of the validity of the insurance policies and/or copy of them.
- 13.3 As regards the Tenant's insurance policy, the insurance coverage will cover full replacement value of the contents of the Leased Property and civil liability with a minimum coverage of 100,000 Euros as general compensation limit and will expressly include the locative civil liability with minimum compensation limit of 600,000 Euros per accident.

13.4 As regards the Landlord, it shall keep insured the Leased Property against loss or damage by the insured risks with an insurer of repute subject to such exclusions, conditions, limitations and uninsured excesses as the insurer may reasonably apply and at reasonable commercial rates generally available in the Madrid insurance market for a building of this type, size and location. The Landlord shall provide, at its choice, either a copy of the Landlord's insurance policy for the Leased Property or a summary of such policy, upon request of the Tenant.

14. **VISITS TO THE LEASED PROPERTY, MAINTENANCE AND MARKETING**

14.1 The Tenant shall allow the Landlord, or any person appointed by the Landlord the access to the Leased Property:

- (a) To verify the status of compliance of Tenant's Obligations under this Agreement;
- (b) To visit the Leased Property with potential candidates for the total acquisition of the Leased Property;
- (c) During the 2 months prior to the end of the Initial Term (only if the Tenant has elected not to extend the Lease in accordance with clause 5.3), to visit the Leased Property with potential candidates interested in the total or partial lease of the Leased Property or of certain parts thereof; and
- (d) To check the status of the Leased Property prior to the end of the Lease Term.

The Landlord's visits as per this clause 14 shall be notified at least 5 Working Days in advance, and shall be made causing the minimum disturbance or inconvenience and without causing any damages to the activities carried out in the Leased Property by the Tenant, except in event of emergency or force majeure.

15. **ENERGY PERFORMANCE CERTIFICATE (EPC)**

15.1 The Landlord has delivered to the Tenant a copy of the EPC.

16. **LEGAL DEPOSIT**

16.1 The Tenant, within 30 calendar days following execution of this Agreement, will deliver to the Landlord, which will acknowledge receipt, the amount of 2 months' rent Euros by way of legal deposit as provided in Section 36.1 of the LAU. The deposit shall be available to meet the legal and contractual liabilities of the Tenant and shall be deposited in the manner and within the period established by applicable regional law.

16.2 The deposit will not be adjusted to the applicable Rent.

17. **CONFIDENTIALITY**

17.1 The Tenant and the Landlord undertake that, save where required by law or by the rules or regulations of any recognised stock exchange, none of them will issue any press announcement, circular or brochure containing any reference to the subject matter of this Lease without first obtaining the consent of the other. The Landlord and the Tenant may also (without the consent of the other party) disclose a copy of this Agreement to:

- (a) any person who has a genuine intention of acquiring the relevant party's interest in the Leased Property, provided that the Landlord procures from the recipient an obligation not to disclose such information otherwise than for the purposes of considering such acquisition;

- (b) any existing investor from time in the Landlord or the Landlord's direct or indirect parent the key details of this Lease;
- (c) any affiliates or advisors of the Parties, if such disclosure is deemed necessary by any of them; and
- (d) any prospective investor in the Landlord or the Landlord's direct or indirect parent provided that the Landlord procures from the recipient an obligation not to disclose such information otherwise than for the purposes of considering such investment.

17.2 Without prejudice to the previous paragraph, any disclosure of information by the Landlord in relation to the Lease or to the Leased Property shall be previously expressly authorised by the Tenant, who can decide about granting or not the authorization and its terms and conditions at its own discretion.

18. LANGUAGE

This Lease is signed in English and will only be translated into Spanish by a sworn translator if requested by one of the Parties. In case of discrepancy between both versions, English version shall prevail.

19. NO PARTNERSHIP

Nothing in this Agreement or arising through any of the other documents referred to in it shall be deemed to constitute a partnership between any two or more of the Parties.

20. NOTICES

Any notices or other written communications required to be served or sent under this Agreement to either of the Parties shall be sent by:

- (a) recorded delivery or registered post:
 - (i) in the case of the Tenant to the Leased Property's address and to CNP Assurances, 4 promenade Cœur de Ville, 92130 Issy-les-Moulineaux, France (attention: Emmanuelle Roux emmanuelle.roux@cnp.fr, Marie Grison marie.grison@cnp.fr and David Lattes david.lattes@cnp.fr), and
 - (ii) in the case of the Landlord to Carrera San Jerónimo 21, 28014 Madrid (attention: Jaime Sánchez jsanchez@medvida.es; Jaime Kirkpatrick jkirkpatrick@medvida.es; and Lorena López lorena.lopez@cnppartners.eu)

and shall be deemed to be duly served on the Working Day following the date of posting;

- (b) burofax, with acknowledgement of receipt and certificate of content; or
- (c) email with acknowledgment of receipt and, except if receipt is not confirmed by the recipient at the latest on the 2nd Working Day, confirmed by recorded delivery or registered post posted no later than the 3rd Working Day (it being specified that any time period set forth under this Agreement being extended by three (3) additional Working Days in this case).

21. VALIDITY

If any provision of this Agreement or its application to any person or circumstance is void or unenforceable then such provision or its application to such person or circumstances shall be severed from this Agreement so that the validity of the remainder of this Agreement

and the application of such provision to other persons or circumstances shall not be affected by such severance.

22. NOTARISATION AND REGISTRATION

22.1 This Agreement may be formalized in the form of a notarial deed and registered with the Land Registry upon request of any of the Parties, and both Parties undertake to execute accordingly.

22.2 All expenses and taxes arising from (i) the formalization of this Agreement in the form of a notarial deed and (ii) as the case may be, the registration of the lease at the Land Registry shall be borne by both Parties.

23. TERMINATION OF THE AGREEMENT

23.1 Concept of Event of Default

(a) An event of default under this Lease Agreement (an "**Event of Default**") shall be deemed to exist in the event of a breach by one of the Parties of an obligation under this Agreement.

(b) Events of Default shall be governed (i) firstly, by the provisions of this Agreement, both in this clause as in any other clauses establishing specific consequences for a specific default, (ii) secondly, by the LAU and (iii) on a subsidiary basis, by the Civil Code.

(c) In case of an Event of Default, and notwithstanding the provisions in other clauses setting forth specific consequences for it, the non-defaulting Party (the "**Non Defaulting Party**"): (i) shall be entitled to demand the fulfilment of the contract in accordance to its own terms, or (ii) shall be entitled to urge the termination of the lease, in both cases being entitled to a compensation of damages and losses in relation to the damages effectively sustained by the Non Defaulting Party due to the said Event of Default, unless the Parties have agreed any specific penalties for such Event of Default in substitution of said compensation for damages.

23.2 Effect of the occurrence of an Event of Default

In the event of an Event of Default, the Non-Defaulting Party shall notify by confirmed notice (*conducto fehaciente*) to the other Party (the "**Defaulting Party**") the existence of an Event of Default (the "**Notice of Default**"), in a sufficiently detailed manner and providing a period to remedy the situation (the "**Remedy Period**").

23.3 Remedy Period

(a) The Remedy Period shall have a reasonable duration as determined by the Non-Defaulting Party depending on the nature of the Event of Default, which under no event be longer than one (1) month as from the receipt of the Notice of Default, except in the event of lack of payment of the Rent or any amount similar to the Rent, in which case the Remedy Period shall not be longer than fifteen (15) calendar days.

(b) After the end of the Remedy Period, if the Defaulting Party had remedied the Event of Default the following shall be considered withdrawn, notwithstanding the payment to the Non Defaulting Party (i) the losses and damages sustained by it as a consequence of the Event of Default, and/or (ii) the indemnifications or penalties which in relation with such Event of Default may specifically be provided under any clause of the present Agreement.

- (c) In the event of no remedy of the Event of Default within the Remedy Period the Non-Defaulting Party shall be entitled to exercise judicial action with the aim (i) demanding the fulfilment of the Agreement, and (ii) demanding the termination of the Agreement in both cases with a compensation of losses and damages or the penalty which would correspond in accordance with other provisions of this Agreement.

24. **GOVERNING LAW AND JURISDICTION**

- 24.1 The rights and obligations of the Parties under this Agreement shall, insofar as not expressly provided in the Agreement, be governed by the provisions of Title III of the LAU, and, on a subsidiary basis, by the provisions of the Spanish Civil Code.

Notwithstanding the above, by intention of the Parties the application is expressly excluded in relation to the Agreement of the following Sections of the LAU: 30 (*in reference to Sections 19, 21, 22, 23 and 26*), 31 (*tenant's pre-emptive right*), 33 (*death of the tenant*) and 34 (*compensation for the tenant*).

- 24.2 The courts of the city of Madrid shall be competent to resolve any dispute arising out of this Agreement, in accordance with the LAU.


[The remainder of page intentionally left blank.]
[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be executed in three counterparts, to the same effect, by a duly authorized officer as of the date first written above.

CNP Partners de Seguros y Reaseguros, S.A.

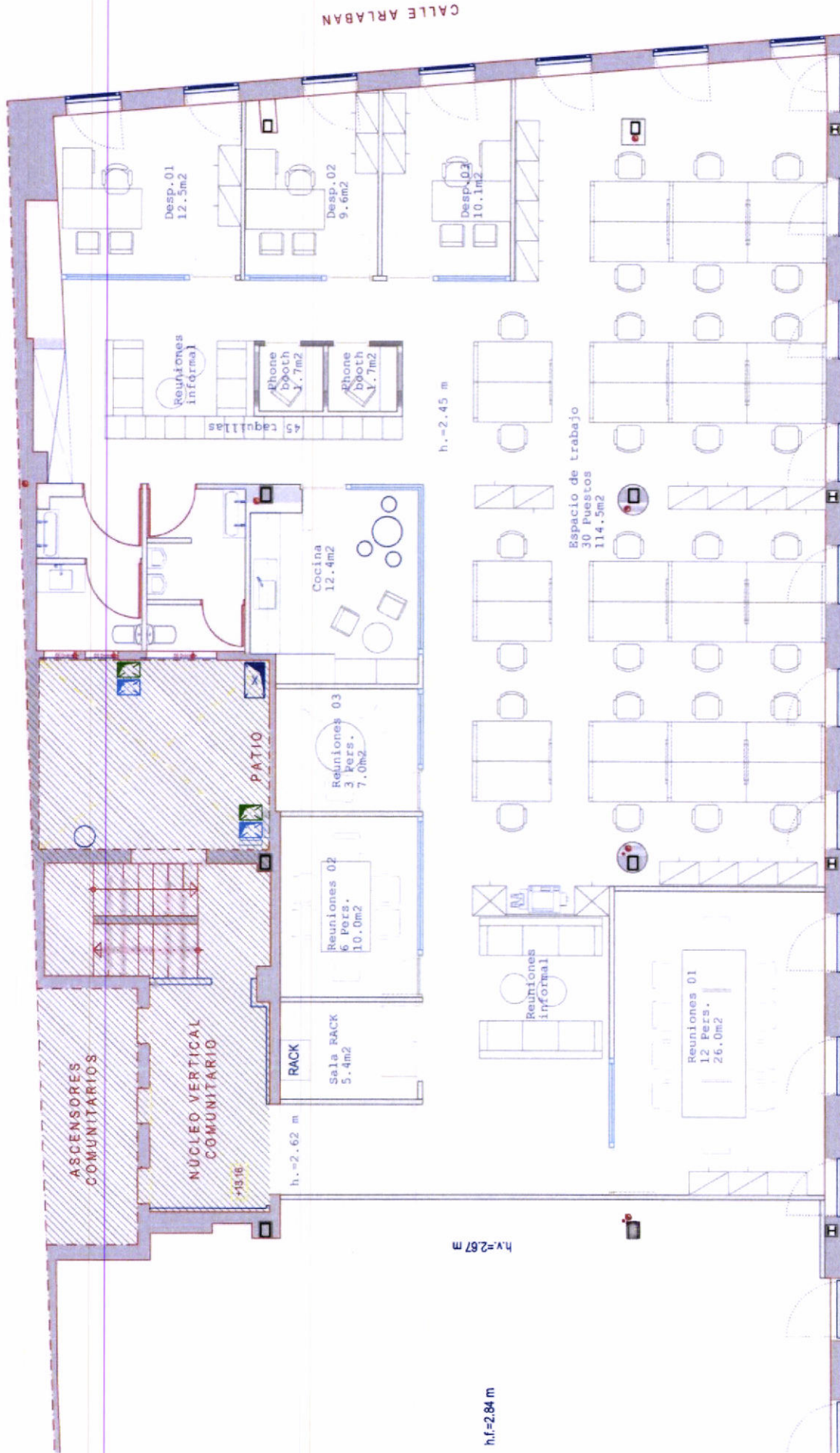

By: _____
Name: Mr Santiago Domínguez Vacas

CNP Assurances S.A., Sucursal en España


By: _____
Name: Mr. David Lattes

[Signature page to the Lease Agreement]


**SCHEDULE 1
PLANS OF THE LEASED PROPERTY**



CALLE CEDACEROS

Cliente CNP	Escala SIN ESCALA	Dibujado HA	Encargo PROYECTO PARA LA REFORMA DE OFICINA EXISTENTE MADRID	Localización Carretera de San Jerónimo, 21 PLANTA QUINTA MADRID	Piano ESTADO REFORMADO
Archivo CNP / PLANOS	Fecha 24 junio 2022				

ESQUEMA DISTRIBUCIÓN OPCIÓN 02



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 T +34 91 535 85 15
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**SCHEDULE 2
FURNITURE / EQUIPMENT LEASED**

28 desks

SCHEDULE 3
RENT

Private area	330 m ²
<i>Total area</i>	330 m ²
Rental price per m ²	€ 20.22
<i>Total rental price per month</i>	€ 6,672.60
Community charges per m ²	€ 4.70
<i>Total charges per month</i>	€ 1,551.00
Monthly rent incl. expenses	€ 8.223.60
Taxes (VAT) %	21%
Monthly rent incl. expenses and VAT	€ 9,950.56
Discount for the first 6 months	22.5%
Total rental price for the first 6 months (per month)	€ 5,171.27
Monthly rent for the first 6 months incl. expenses and VAT	€ 7,711.68
Landlord's fit out contribution	€ 65,000.00
Legal deposit	2 months rent
Amount of the deposit	€ 13.345,20
Annual rent increase	Consumer Price Index (CPI)
Number of parking spaces	6
Price per parking space	€ 142.00
Total monthly rental price for the parking spaces	€ 852.00