

# TOSALET HEALTH CLUB, S.L.

## LOAN AGREEMENT

Jávea, Alicante · 2026

— CONFIDENTIAL —

Drafted by EY Abogados · Nacho Sevilla Sánchez · Valencia  
Tosalet Health Club, S.L. · NIF B-09.805.904 · Calle Liverpool 1, 03730 Jávea

## LOAN AGREEMENT

In Jávea, on (\*\*) of (\*\*) 2026 (the "Signing Date")

### BETWEEN

#### On the one part,

(\*\*), a company duly incorporated and existing under Spanish law, with registered office at (\*\*), tax identification number (\*\*), registered at the Commercial Registry of (\*\*), volume (\*\*), book (\*\*), folio (\*\*), sheet (\*\*), duly represented by Mr./Ms. (\*\*), of legal age, holder of ID number (\*\*), duly authorized pursuant to a power of attorney granted before the Notary of (\*\*), Mr./Ms. (\*\*), on (\*\*), protocol number (\*\*). Hereinafter referred to as "(\*\*)" or the "Lender".

#### And on the other part,

TOSALET HEALTH CLUB, S.L., a company duly incorporated and existing under Spanish law, with registered office at Calle Liverpool 1, 03730, Jávea (Alicante), tax identification number B-09.805.904, registered at the Commercial Registry of Alicante, volume 4451, folio 220, sheet A-178639, duly represented by Ms. Jessica Bataille, of legal age, holder of NIE X0742798-J, in her capacity as sole director pursuant to a deed granted before the Notary of Jávea, Mr. Juan-Luis Millet Sancho, on February 23, 2022, protocol number 2,286. (hereinafter, "THC", the "Company" or the "Borrower")

The Lender and the Borrower may hereinafter be referred to jointly as the "Parties" or individually as a "Party".

Both Parties, mutually recognizing sufficient legal capacity to execute this agreement,

### RECITALS

I. The Borrower wishes to enter into an ordinary loan with the Lender for the purpose of acquiring the entirety of the shares comprising the share capital of Club de Campo Tosalet, S.L., tax ID B-96.174.552, and the property located in Jávea (Alicante), registered at the Land Registry of Jávea No. 2, volume 1563, book 512, folio 193, property number 8740 (the "Project").

II. The Lender is willing to grant an ordinary loan to the Borrower for the purposes of the Project.

III. Based on the foregoing, the Parties agree to execute this loan agreement (hereinafter, the "Agreement" or the "Loan"), governed by the following

## **CLAUSES**

### **1. PURPOSE AND AMOUNT OF THE LOAN**

1.1. The Lender grants the Borrower, who accepts, a loan in the amount of (\*\*) EUROS (€\*\*) (the "Principal"), which the Borrower shall repay together with interest in the terms, forms and conditions set forth in this Agreement and, in default thereof, by applicable legal provisions.

1.2. The Lender shall deliver the Principal to the Borrower within a maximum period of three (3) business days from the Signing Date of this Agreement by bank transfer, net of any charges or commissions, to the following bank account held by the Borrower: ES51 2100 9015 2102 0028 7343 (CaixaBank, BIC: CAIXESBBXXX).

1.3. Within five (5) days following the date on which THC receives the Principal in full and correctly (the "Disbursement Date"), THC shall notify the Lender of such circumstance.

### **2. ORDINARY INTEREST**

2.1. The outstanding Principal shall accrue ordinary fixed annual interest of twelve (12) percent (the "Interest Rate" or the "Interest") calculated on the basis of a year of three hundred and sixty (360) days.

2.2. The Principal shall accrue interest daily in favor of the Lender from the Disbursement Date, calculated by applying the Interest Rate proportionally to the number of days elapsed.

### **3. TERM AND REPAYMENT**

3.1. The Loan is agreed for a term of twenty-four (24) months from the Signing Date of this Agreement.

3.2. Full repayment of the Loan shall be made by the Borrower in a single payment upon the previously indicated maturity date (the "Repayment Date").

3.3. Notwithstanding the foregoing, the Borrower may repay, at any time prior to the Repayment Date, all or part of the Principal of the Loan upon prior written notice to the Lender with a minimum of five (5) business days advance notice.

3.4. On the Repayment Date, the Borrower shall repay the Principal and Interest to the Lender by bank transfer within five (5) business days following the Repayment Date.

### **4. COMMERCIAL CHARACTER**

4.1. This Agreement is of a commercial nature and shall be governed, in the first instance, by the clauses contained herein and, in matters not covered therein, the Parties shall comply with the provisions of special laws and the Commercial Code, commercial customs and practices, and, in

default thereof, the Civil Code.

## **5. ASSIGNMENT OF THE LOAN**

5.1. Neither Party may assign the Loan without the prior express written consent of the other Party.

## **6. EXECUTION AND NOTARIZATION**

6.1. The Parties agree that this Agreement may be executed by electronic signature mechanisms, in particular through third-party systems such as DocuSign.

6.2. This Agreement may be elevated to a public deed at the request of either Party. In such case, all costs and fees arising from the notarization shall be borne by the requesting Party.

## **7. COSTS AND TAXES**

7.1. All costs and expenses arising from the preparation and negotiation of this Agreement shall be borne by the Party that incurred them.

7.2. All taxes and levies arising from the formalization of this Agreement shall be paid by the Parties in accordance with applicable law.

## **8. AMENDMENTS**

8.1. Any amendment to this Agreement shall require written consent signed by both Parties.

## **9. NOTICES**

9.1. All notices and communications between the Parties in connection with this Agreement shall be made in writing and directed to the addresses set forth in the heading of this Agreement, or to any other address that the Parties may communicate to each other in writing.

IN WITNESS WHEREOF, the Parties execute this Agreement in two counterparts and for a single purpose, in the place and on the date indicated in the heading.

**THE LENDER**

**THE BORROWER**

(\*\*)

Ms. Jessica Bataille

**TOSALET HEALTH CLUB, S.L.**

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