

Commercial Recovery and Resilience Plan

PCRR JWTeam Srls - Registered office: Via Terrazzano 85 – 20017 Rho (MI) - [CF And PI 12092970966](mailto:pcrrjwt@pec.it), Cap.Soc. €200, certified email: pcrrjwt@pec.it

Reserved contract, location Milan, date mm-dd-yyyy ; Jurisdiction: Milan (Italy)

DOA RENT-BACK AGREEMENT

With this private agreement, valid for all legal purposes, between the undersigned parties:

Renter Company Owner: **Company_Owner** , in the person of its legal representative **Nome_Rep_Owner_Company** , with headquarters in <...>, via <...>, n. <...>, PI <...>, on the one hand;

Rentee Company: PCRR JWTEAM SRLS (or its trustee), in the person of the legal representative **Vito Lavanga** , with headquarters in Via Terrazzano 85 – 20017 MILAN (Italy), Tax Code and PI 12092970966 , on the other;

Given: the one with the deed of sale, the **Rentee Company** PCRR JWTEAM SRLS has assigned its **RIGHTS** to the patents issued by the MISE/UIBM in Italy (extended and preserved by EPO/EU in: ES, FR, DE, GB, IT), **MBGC_IT0001427413**, approximately 1,000,000 inhabitants of the geographical jurisdiction local starting from the center of the **Municipality/State** (nominal value €100,000,000, see http://www.expotv1.com/ESCP_Hello_MBGC_value.htm, 1M Ab), in favor of the **Rentee Company**; that given the definitive transfer of ownership of the asset to the **Renter Company Owner**, the latter stipulates this **Rent-back contract** under the conditions described below; that at the same time as the sale, the **Renter Company Owner** paid in cash, as the balance of the price of the property, the sum described in the deed of sale of €15,000,000 , a sum of which the **Selling Company** (herein the **Rentee Company**) has already given receipt, although the latter remains in possession of the property; the following is agreed and stipulated:

- 1) The **Rentee Company** is authorized to remain in full and total enjoyment of the property sold for the entire period in which the **Rent-back contract** will last and exactly for 10 years, starting from today;
- 2) As compensation for the use of the asset, the **Rentee Company** will pay the **Renter Company Owner** the sum of 1,725,000 euros per year, with monthly installments of 143,750 euros (10y, 3%) amount that will be determined in a fixed amount and without any monetary revaluation, for the entire duration of the contract;
- 3) This **Rent-back contract** will have a duration of 10 years and therefore the **Rentee Company** will have to pay n. 120 consecutive monthly installments by the 27th of each month as agreed above, until the contract expires, by bank transfer to be made to current account **no. <...>, at bank <...>**, registered to the **Renter Company Owner**, **IBAN <...>, BIC <...>**;
- 4) All charges relating to the property, i.e. both ordinary and extraordinary maintenance costs and tax charges, are borne by the **Renter Company Owner**. In this sense, the **Renter Company Owner** will directly arrange for payment, issuing bank receipts from time to time to be paid by the **Rentee Company** which undertakes to pay them within 30 days from receipt;
- 5) **Renter Company Owner** also includes all ordinary and extraordinary maintenance operations of the property, none excluded or excepted;
- 6) The **Renter Company Owner** undertakes for the entire duration of the relationship not to resell the property to third parties, nor to transfer it for any other reason or in any case burden it with burdens, constraints, prejudicial registrations, provided that the **Renter Company Owner** respects the agreements contained therein.
- 7) Upon expiry of the deadline indicated in n. 1) of this deed, the **Rentee Company**, upon notification to be made at least 6 months before the expiry, may opt for one of these two solutions:
 - a) request the continuation of the loan for use relationship for a further ten years: in this case the fees will be determined according to the following criterion: 10y, 3% ;
 - b) opt for the reinstatement of the asset owned by the **Rentee Company**: in this case, the latter must pay the **Renter Company Owner** the sum of Euro 150,000 upon communication of the option. With the payment of this balance sum, the **Renter Company Owner** will summon the **Rentee Company** before the notary of its choice to carry out the deed, transferring the asset to the latter. The notary fees, none excluded or excepted, in this case will remain the responsibility of the **Rentee Company**;
- 8) If no communication is received, either one way or the other, in the expected period of 6 months before the expiry of the contract, the relationship will be considered defined with the payment of the last installment and the **Renter Company Owner** will remain the owner of the asset, which will simply be released by the **Rentee Company** upon

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expiration, while no other obligation weighs on the latter. Failure to release the asset will result in the **Rentee Company** being obliged to pay compensation for damages in the following terms equal to Euro 150,000, in addition to the reimbursement of all legal expenses until actual release;

9) If the **Rentee Company** fails to pay the installments during the rental period, and 60 days have passed unnecessarily from the formal written invitation from the **Renter Company Owner**, the contract will be considered terminated due to failure to comply on the part of the same **Rentee Company** and the latter will have to release the property to the owner, without further notice, paying an amount calculated as follows as a penalty for non-compliance: euro 150,000; in this case the **Renter Company Owner**, through a third party appraisal, proceeds to estimate the entire value of the asset and in the degree of development implemented by the **Rentee Company**, then proceeds with the sale of the asset from which it collects its compensation, including of the procedural costs and damages, all without exception, and then devolve the remainder to the **Rentee Company**;

10) In any case, including that referred to in Legislative Decree 28/2010, art. 5, paragraph 5, all disputes that may arise in relation to this contract or in any case attributable to it, including those relating to its interpretation, validity, effectiveness, execution and/or resolution, will be subjected to an attempt at conciliation with an arbitrator appointed by the parties or in the absence of the Court of Milan (Italy).

11) This contract will be registered by the **Renter Company Owner** and at the expense of the **Rentee Company**.
Read, confirmed and signed in Milan (Italy) on **mm-dd-yyyy**.

For the Rentee Company, Vito Lavanga:

For the Renter Company Owner, **Name_Rep_Owner_Company :**

Pursuant to articles 1341 and 1342 of the civil code, the following contractual clauses are specifically approved after careful reading:

- art. 2 - prohibition of monetary revaluation;
- articles 4 and 5 - charges to be borne by the lessee company;
- art. 6 - prohibition on disposal and other charges;
- art. 8 - compensation for damages;
- art. 9 - Express termination clause
- art. 10 - derogation from judicial jurisdiction.

Read, confirmed and signed in Milan (Italy) on **mm-dd-yyyy**.

For the Rentee Company, Vito Lavanga:

For the Renter Company Owner, **Name_Rep_Owner_Company :**

NB - Attached are the identification documents of the representatives and the related powers of attorney;