**IP SALE** - PURCHASE **AGREEMENT**

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

finance company **LEASE SA** , in the person of its legal representative Mr. **Name\_LEASE SA** , with headquarters in <...>, via <...>, n. <...>, PI <...>, on the one hand;

leading company **PCRR JWTEAM SRLS** , in the person of its legal representative Mr. **Vito Lavanga** , with headquarters in Via Terrazzano 85 – 20017 MILAN (Italy), Fiscal Code and PI [12092970966](https://www.pcrr-jwt.it/PCRR_CCIAA_Visura.pdf) , on the other side;

given the parties, the following is agreed: **PCRR JWTEAM SRLS** , **sells** its **RIGHTS** on the patents issued by MISE/UIBM (Italy), **MBGC\_IT0001427413, PBRC\_IT0001427412, SDGC\_IT0001429306 and trademark GUPC\_IT0001652183,** on Lot ZXX ( [http://www.expotv1.com/ESCP\_210101. htm](http://www.expotv1.com/ESCP_210101.htm) , about 1,000,000 inhabitants/each, nominal value €75,000,000, see <http://www.expotv1.com/ESCP_IP.pdf>, page 4, 1M Ab), in favor of the company **LEASE SA** ; that given the definitive transfer of ownership of the asset to the financial company **LEASE SA** , the financial company **LEASE SA** pays the lessee company the amount of €15,000,000 in cash, as the balance of the price of the asset, to the indicated bank account and payable to **PCRR JWTEAM SRLS** .

Read, confirmed and signed in Milan (Italy) on 01-04-2023.

**For PCRR JWTEAM SRLS, Vito Lavanga:**

**For LEASE SA, Name\_LEASE:**

**LEASE BACK** - **IP SALE AND LEASE BACK AGREEMENT**

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

finance company **LEASE SA** , in the person of its legal representative Mr. Name\_LEASE, with headquarters in <...>, street <...>, n. <...>, PI <...>, on the one hand;

leading company **PCRR JWTEAM SRLS** , in the person of its legal representative Mr. **Vito Lavanga** , with headquarters in Via Terrazzano 85 – 20017 MILAN (Italy), Fiscal Code and PI [12092970966](https://www.pcrr-jwt.it/PCRR_CCIAA_Visura.pdf) , on the other side;

premised: that with deed of sale, the lessee company **PCRR JWTEAM SRLS** has sold its **RIGHTS** on the patents issued by MISE/UIBM (Italy), **MBGC\_IT0001427413, PBRC\_IT0001427412, SDGC\_IT0001429306 and trademark GUPC\_IT** **0001652183 ,** on Lot ZXX ( [http://www.expotv1. com/ESCP\_210101.htm](http://www.expotv1.com/ESCP_210101.htm) , about 1.000.000 inhabitants/each, nominal value 75.000.000€, see <http://www.expotv1.com/ESCP_IP.pdf>, page 4, 1M Ab), in favor of the company **LEASE SA** ; that given the definitive transfer of ownership of the asset to the financial company, the latter enters into this **sale and lease back contract** under the conditions described below; that at the same time as the sale, the finance company paid the lessee the amount described in the sale deed of €15,000,000 in cash, as settlement of the price of the asset, a sum of which the lessee has already given receipt, while remaining the latter in possession of the property; the following is agreed and stipulated:

1) The **PCRR JWTEAM SRLS company** is authorized to remain in full and total enjoyment of the property sold for the entire period in which the **sale and lease back contract will last** and exactly for 10 years, starting from today;

2) As a fee for the use of the asset, the lessee company will pay the financial company the sum of 1,725,000 euros per year, with monthly installments of 143,750 euros (10y, 3%), an amount that is determined on a fixed basis and without any monetary revaluation, for the entire duration of the contract;

3) This **sale and lease back contract** will have a duration of 10 years and therefore the lessee company will have to pay no. 120 consecutive monthly installments by the 27th of each month as agreed above, until the end of the contract, by means of bank transfers to be made to current account no. <...>, at the bank <...>, made out to the finance company **LEASE SA** , cab <...>, abi <...>;

4) The lessee company shall bear all charges relating to the asset, i.e. both ordinary and extraordinary maintenance costs and tax charges. In this sense, the finance company will provide for the payment directly, issuing bank receipts from time to time to be paid by the lessee who undertakes to pay them within 30 days. from receipt;

5) All ordinary and extraordinary maintenance of the property also remains the responsibility of the lessee company, none excluded or excepted;

6) The financial company undertakes for the entire duration of the relationship not to resell the asset to third parties, nor to transfer it for any other reason or in any case burden it with prejudicial weights, constraints, registrations or registrations, provided that the lessee company complies with the agreements contained therein.

7) At the end of the period indicated in no. 1) of this deed, the lessee company, with 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-lease relationship for a further ten years: in this case the rents will be established according to the following criterion: 10y, 3%;

b) opt for the reinstatement of the asset held by the lessee company: in this case, the latter will have to pay the finance company the amount of Euro 150,000 upon communication of the option. With the payment of this sum in balance, the financial company will summon the lessee company before the notary of its choice to carry out the deed, transferring the asset back to the latter. Notary fees, none excluded or excepted, in this case will remain the responsibility of the lessee company;

8) If no communication is received, either in one direction or the other, in the envisaged 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 financial company will remain the owner of the asset , which will simply be released to you by the lessee company upon expiry, while no other obligation will affect the latter. Failure to release the asset will result in the lessee company being obliged to pay damages in the following terms of Euro 150,000, plus the reimbursement of all legal expenses until the actual release;

9) If the lessee company fails to pay the installments during the lease term, and if 60 days have elapsed from the formal written invitation of the finance company to no avail, the contract will be considered terminated due to non-fulfilment by the lessee company itself and the latter will have to release the asset to the owner, without further notice, by paying an amount calculated as follows as a penalty for non-fulfillment: euro 150,000; in this case, the financial company, through a third-party appraisal, proceeds with the full value estimate of the asset and in the degree of development implemented by the lessee, then proceeds with the sale of the asset from which it draws its compensation, including costs of procedures and damages, all without exception, then devolves the remainder to the lessee 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 way attributable to it, including those relating to its interpretation, validity, effectiveness, execution and/or resolution, will be submitted 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 financial company and at the expense of the lessee.

Read, confirmed and signed in Milan (Italy) on 01-04-2023.

**For PCRR JWTEAM SRLS, Vito Lavanga:**

**For LEASE SA, Name\_LEASE:**

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 of alienation 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 01-04-2023.

**For PCRR JWTEAM SRLS, Vito Lavanga:**

**For LEASE SA, Name\_LEASE:**