

ONE.- Amount.

T **Loan** accepted by the Borrower, for the amount of **FIFTY-TWO MILLION EUROS (52.000.000,00** (the **Amount of the Loan**

Following the request of the Borrower, the Amount of the Loan will be made available by the Lender to the Borrower on 28 December 2021, by means of a wire transfer to the bank account of the Borrower.

TWO.- Interest.

- 3.2 The Borrower shall be entitled to make the payment of the Amount of the Loan at any time within the term foreseen in clause 3.1 under the conditions provided for in clause 5.
- 3.3 The Borrower will make the payments on the dates set forth in clauses 2.3 and 3.1, to the bank account that the Lender shall designate for this purpose. These payments shall be free from any and all bank charges for the Lender.
- 3.4 All payments to be made under this .
- 3.5 Any foreign exchange risk and expenses shall be assumed and paid by the Borrower.

FOUR.- Tax and costs.

The Borrower will be liable for whatsoever taxes, levies, duties, stamp duty, brokerage fees and expenses, of whatever nature now or in future may be incurred by reason of this Agreement, for its preparation, authorisation and/or fulfilment, including expenses and fees of lawyers and court costs which may be incurred by the Lender by reason of default in the ctive court has made any direction regarding their payment.

FIVE.- Early repayment.

- 5.1. Notwithstanding the provisions of this Agreement, the Borrower shall be entitled to carry out the payment of the Amount of the Loan in advance, and without any penalty, provided the Borrower notifies the Lender of its intention to carry out early repayment of the Amount of Loan, at least two (2) working days before the date when it intends making such payment.
- 5.2. The aggregate amount of the partial payments carried out by the Borrower and the accrued interest paid each natural year shall not exceed the amount of the cash flow generated by the Borrower in such period.

SIX.- Early termination.

Notwithstanding any other rights and actions of the Lender, it may terminate this Agreement and demand immediate repayment of whatsoever amounts are outstanding at such time by the Borrower, for principal, interest and any other concept, in the event that (i) the Borrower, for whatever reason, breaches any of its obligations under this Agreement and/or (ii) the Borrower ceases to be a member of the Parques Reunidos Group.

SEVEN.- Assignment.

The Parties authorise each other to assign the rights and liabilities foreseen in this Agreement to other companies in the Parques Reunidos G prior consent. In any case, the assignor shall notify, by means of writing notification, this circumstance to the other Party.

EIGHT.- Notifications.

