

LOAN AGREEMENT

BETWEEN

PIOLIN BIDCO, S.A.U.
("The Lender")

&

PARQUES REUNIDOS SERVICIOS CENTRALES S.A.
("The Borrower")

December 27th, 2021

THIS LOAN AGREEMENT (the “**Agreement**”) is signed and enters into force on December 27th, 2021 (hereinafter, the “**Effective Date**”),

SIGNATORIES

On the one hand, **Mr. Pascal Ferracci**, of legal age, of *[data removed for personal data protection purposes]* nationality, with passport number of his nationality *[data removed for personal data protection purposes]*, with Spanish Foreigners Identification Number (NIE) *[data removed for personal data protection purposes]* and domiciled for the purposes of this Agreement at calle Federico Mompou, 5, Parque Empresarial Las Tablas, Edificio 1, planta 3^a, 28050, Madrid, Spain.

AND

On the other hand, **Mr. Pascal Ferracci**, of legal age, of *[data removed for personal data protection purposes]* nationality, with passport number of his nationality *[data removed for personal data protection purposes]*, with Spanish Foreigners Identification Number (NIE) *[data removed for personal data protection purposes]* and domiciled for the purposes of this Agreement at calle Federico Mompou, 5, Parque Empresarial Las Tablas, Edificio 1, planta 3^a, 28050, Madrid, Spain.

THEY INTERVENE

Mr. Ferracci, in the name and on behalf, in his position of Chief Executive Officer, of **PIOLIN BIDCO, S.A.U.**, Spanish company with Tax Identification Number A88350269, with registered office at calle Federico Mompou, 5, Parque Empresarial Las Tablas, Edificio 1, planta 3^a, 28050, Madrid, Spain (hereinafter the “**Lender**”); and

Mr. Ferracci, also in the name and on behalf, in his position of legal representative of the sole director, of **PARQUES REUNIDOS SERVICIOS CENTRALES, S.A.**, Spanish company with Tax Identification Number A84885441, with registered office at calle Federico Mompou, 5, Parque Empresarial Las Tablas, Edificio 1, planta 3^a, 28050, Madrid, Spain (the “**Borrower**”).

The Lender and the Borrower will be hereinafter jointly referred to as the “**Parties**” and individually as the “**Party**”.

WHEREAS

- (i) The Parties are companies belonging to Parques Reunidos Group.
- (ii) The Borrower requires funds, in connection with the funding process of the acquisition of the leisure park named “Adventureland” located in Iowa (USA), and has agreed with the Lender to enter into a loan agreement for the sum stated below.
- (iii) The Lender agrees to lend to the Borrower the funds mentioned below under a loan agreement in the terms and conditions stated below.

Now, therefore, it is agreed as follows:

ONE.- Amount.

The Lender grants to the Borrower a loan (the “**Loan**”), that is 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.

2.1. Accrual.

The Amount of the Loan will accrue interest in favour of the Lender on the Amount of the Loan pending of payment, as from the Effective Date of this Agreement until full repayment of the Amount of the Loan.

Interest will accrue on a year-to-year basis for a year of three hundred and sixty (360) days, and will be settled and paid on the date set in this Agreement, or on whatsoever other date on which this Agreement is terminated for any reason. The accrued interest if not paid on due date, shall be capitalized and, therefore, added to the unpaid Amount of the Loan, in order to calculate future interests.

2.2. Rate of interest.

The nominal rate of interest applicable to the Amount of the Loan shall be **EURIBOR 12 Months + 3,5 %**. In the event that EURIBOR 12 Months is less than zero, EURIBOR 12 Months shall be deemed to be zero (0).

EURIBOR 12 Months will be calculated and updated on June 30th and on December 31st every year.

2.3. Settlement and payment of interest.

Interest will be paid by the Borrower no later than December 31st every year (“**Interest Payment Date**”).

The Lender and the Borrower may agree at any time after every Interest Payment Date that the amount of the accrued interest shall be part of the Amount of the Loan and increase the Loan accordingly.

THREE.- Payback and payment.

- 3.1** The amount of the capital of the Loan will be paid back by the Borrower no later than **27 December 2022**. The Borrower shall notify the Lender its intention to carry out the repayment of the Loan, at least two (2) working days before the date when it intends making such payment.

- 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 Agreement shall be made in EURO (€).
- 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 Borrower's obligations, whether or not the respective 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 Group to which they belong, without each other's prior consent. In any case, the assignor shall notify, by means of writing notification, this circumstance to the other Party.

EIGHT.- Notifications.

- 8.1.** The Parties will make any notifications and communications relating to this Agreement in writing and signed by a sufficiently authorised officer, through any mean that ensures the delivery of the communication (i.e. by hand with acknowledgement of receipt, by telegram, by fax or by any other means with similar effect).
- 8.2.** The address of each Party, where such notifications shall be served, shall be the address given on the first page of this Agreement for each one, unless there is any variation in such addresses, which shall be notified to the other Party five (5) days before the date when such variation is to come into effect.

NINE.- Applicable law.

This Agreement shall be governed by and construed in accordance with the Laws of Spain.

TEN.- Competent jurisdiction.

The Parties expressly agree to submit any disputes that may arise in connection with this Agreement (including, but not limited to, regarding the validity, interpretation, termination and/or performance of this Agreement) to the exclusive jurisdiction and competence of the Courts of the city of Madrid (Spain), with express waiver of any other jurisdiction to which they might be entitled.

In witness whereof, the Parties have signed this Agreement on the date first above written.

[signature removed for personal data protection purposes]

PIOLIN BIDCO S.A.U
Mr. Pascal Ferracci
Chief Executive Officer

[signature removed for personal data protection purposes]

PARQUES REUNIDOS SERVICIOS CENTRALES, S.A.
Mr. Pascal Ferracci
Legal representative of the Sole Director