

THE UNDERSIGNED:

1. **Kristy Farah Everalda Thoma-Franklin**, with residence in Willemstad, Curaçao, holder of passport with number NNK8K89F2, hereinafter to be referred to as “the **Lessor**”,

and
2. **TH Gambling N.V.**, a limited liability company, organized and existing under the laws of Curaçao, whose registered office is situated at Penstraat 254, Unit 19 and registered with the Commercial Register of the Curaçao Chamber of Commerce under no. 146982, hereinafter to be referred to as “the **Lessee**”;

WHEREAS:

- (A) Lessor is owner of an office space located at the first floor at Telamonstraat 6 in Willemstad, Curaçao, hereinafter referred to as “the **Leased Premises**”;
- (B) In connection with the operation of its business, Lessee wishes to enter into a lease agreement (the “**Lease Agreement**”) regarding the office space on the following terms and conditions;

DECLARE TO HAVE AGREED AS FOLLOWS:

Article 1 – The Lease

The Lessor leases to the Lessee, as the Lessee accepts in lease from the Lessor, an office space referred to as the Leased Premises.

Article 2 – Period of the Lease

- 2.1 The lease has been entered into for a period of one (1) year, commencing on November 1, 2020 and subsequently ending on October 31, 2021.
- 2.2 At the end of the period of one (1) year the lease will be renewed automatically for another period of one (1) year, unless either party terminates the lease in writing at least three (3) months prior to the ending of the one (1) year period stated in 2.1 hereof.

Article 3 – Rental or other amounts payable by Lessee to Lessor

- 3.1 Lessee shall pay in advance to Lessor at the first day of the month the rent amount of ANG 900.00 (nine hundred Antillean guilders) per month, excluding any taxes that may be applicable, and irrespective of whether any invoice is issued.
- 3.2 All amounts payable by Lessee shall be paid into such account as Lessor may from time to time communicate to Lessee, without any set-off or deduction.
- 3.3 In case Lessee fails to pay the rent on the date such is due pursuant to Article 3.1, Lessee shall – in addition to the back rent – be due an interest of 6% per month on the due and payable rental amounts.

Article 4 – Service Charges

- 4.1 The amounts paid in accordance with Article 3 cover rental of the property and the services listed at Article 4.2 below (the “Services”). No services other than the Services are provided by the Lessor to the Lessee as part of the rental of the property.
- 4.2 The Services include air-conditioning; electricity and water consumption, basic cleaning, security, basic internet connection, access control system.
- 4.3 Lessee understands that excessive use of electricity or water is to be avoided as much as possible and Lessor will monitor electricity usage and bring it to the Lessee’s attention if it is determined that there is unusually high consumption taking place.

Article 5 – The Leased Premises

- 5.1 The Leased Premises are to be used for the purpose of business and Lessee is not allowed, without prior specific written permission of the Lessor, to use the Leased Premises for any other purpose.
- 5.2 Lessee must see to it that it receives the permits and/or exemptions that it may require for conducting its business; any refusal or cancellation of such permits and/or exemption shall never be a reason for Lessee to cancel or annul this lease agreement or to bring any action against the Lessor.
- 5.3 Lessor shall not be liable for damages to be suffered by Lessee due to the appearance and results of visible or hidden defects, nor for damage caused by storm, or rain fall, not by in- or outflow of water, gas, electricity or any other cause.
- 5.4 Lessee is obliged to inform Lessor in writing in time when damage is imminent, or when damage is done to the Leased Premises or when a defect occurs.

Article 6 – Use of the Leased Premises

- 6.1 Lessee shall use the Leased Premises as a “good father of the house” and in accordance with the purpose as indicated in Article 5.1 above. This also includes turning off equipment and air conditioning when the Leased Premises are not in use.
- 6.2 Lessee is obliged to see to it that Lessee – or third parties working for Lessee – will not cause nuisance to other users of the building and/or adjacent buildings.
- 6.3 Lessee commits itself to conduct its business as befits a good tenant.
- 6.4 Without Lessor’s explicit written permission, Lessee shall not have the Leased Premises used either wholly or partially by a third party, or sublet it to a third party.
- 6.5 Lessee is not allowed to alter, add to or pull down anything in the Leased Premises, except after the prior written permission of Lessor, which permission shall not be unreasonably withheld. If because of the layout required by Lessee, alterations of or additions to the

Leased Premises and or the equipment must be made, the costs involved shall be for Lessee's account.

- 6.6 All changes or alterations made by Lessee, with or without the explicit permission of Lessor to the Leased Premises shall be undone by the Lessee at the expiration of the lease agreement, unless Lessor and Lessee will agree otherwise.
- 6.7 It is forbidden to use open fire or store hazardous materials or to take any actions that would endanger the general safety in the building.
- 6.8 Lessee shall not store any hazardous materials in the Leased Premises without the prior approval of Lessor, which approval will not be unreasonably withheld. Lessee shall comply with any applicable regulations and/or reasonable instructions from Lessor.
- 6.9 Lessee shall not install or keep a server in the Leased Premises without Lessor's express written permission.

Article 7 – Maintenance and Repairs

- 7.1 The periodic internal maintenance of the Leased Premises shall be done by Lessee at its own expense.
- 7.2 Maintenance and repairs of the outside and structure of the building shall be for the account of the Lessor, unless the need for repairs has been caused by gross negligence of Lessee or of Lessee's personnel.
- 7.3 In case Lessee fails to do what is Lessee is obliged to do by virtue of Articles 7.1 and 7.2, Lessor shall be entitled and shall irrevocably authorized to thereto by Lessee to perform these acts, or to cause these acts to be performed on behalf of and for the account of the Lessee.
- 7.4 Lessee shall reimburse Lessor for damages caused by Lessee to the Leased Premises and/or the building, in particular as a result of any installation brought into the Leased Premises and/or building by Lessee, or work carried out therein.

Article 8 – Lessor's access to the Leased Premises

- 8.1 Lessee shall permit Lessor or Lessor's authorized staff at any time or times – after prior notice has been given – to enter and examine the Leased Premises to ensure that nothing has been done therein constituting a breach of Lessee's obligations herein contained and also to examine the state and condition of the Leased Premises.
- 8.2 Lessee shall permit the Lessor, Lessor's authorized staff and Lessor's workmen to enter upon the Leased Premises at reasonable hours, in the daytime for executing repairs or alterations of Leased Premises.

Article 9 – Deposit

Lessor shall require a deposit equal to one month rental charged under Article 3.1. Such deposit shall be returned to Lessee upon termination or expiration of the lease agreement,

after deduction of possible back payments of lease amounts and service charges, as well as damages incurred by Lessee in relation to the Leased Premises, the amount of which damages are to the sole discretion of the Lessee, and after producing all receipts of charges specific to the Lessee which have to be paid up until the day of departure, Lessor shall not be obliged to return the deposit until such time has elapsed subsequent to termination as to allow the Lessor to determine the amounts detailed above.

Article 10 – Default/Termination

- 10.1 Lessor shall be entitled to terminate the Lease Agreement with immediate effect, without prior notice of default and judicial intervention being required, in case: (i) Lessee does not meet its obligations under the Lease Agreement, including, but not limited to, its obligation to make payments to Lessor in due time, (ii) Lessee fails to comply with any laws, rules and/or regulations of Curaçao.
- 10.2 On termination of the lease, by expiration of the lease term or otherwise, Lessee shall vacate the Leased Premises in the same condition in which the Leased Premises were at the start of the Lease Agreement. Lessee shall remove all items that are attached to the Leased Premises other than items that cannot be removed without substantial damage to the Leased Premises, unless parties agree otherwise. All items left in the Leased Premises upon termination of this Lease Agreement shall be forfeited to Lessor forthwith and any costs incurred in their removal, destruction or repair shall be levied against the deposit held by the Lessor.

Article 11 – Liability for damage or injury

Neither party shall be responsible for any damage or injury sustained by the other party, its employees, clients and/or guests whatsoever on the premises of Lessor, unless such damage or injury is the consequence of intent or gross neglect on the side of the party concerned.

Article 12 – Indemnity

Lessee shall hold Lessor harmless against all claims and liability arising out of the business conducted by Lessee in relation to the lease or in relation to the use of the space and facilities made available to Lessee by Lessor.

Article 14 – Assignment of lease

- 14.1 Lessor shall at all times be entitled to assign its rights and/or obligations arising from this lease agreement to lease to a third party.
- 14.2 Lessee shall be entitled to assign its rights and/or obligations arising from this agreement to a third party provided it first obtains explicit written consent of Lessor, which shall not be unreasonably withheld.

Article 15 – Applicable law and Competent Court

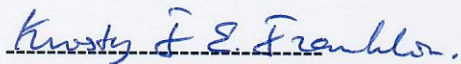
- 15.1 The Lease Agreement is governed by, and shall be construed in accordance with, the laws of Curaçao.

- 15.2 Any and all disputes arising from or in connection with the Lease Agreement shall exclusively be brought before the competent court in Curaçao.

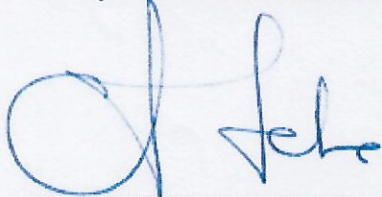
Article 16 – Miscellaneous

- 16.1 This Lease Agreement supersedes all previous agreements and understandings between the parties.
- 16.2 Amendments of this Lease Agreement shall only be valid if recorded in a dated document signed by or on behalf of both parties.

In witness whereof this agreement was executed in two (2) copies and signed by parties on 29 October 2020.



Kristy F.E. Thoma-Franklin



TH Gambling N.V.
Auxilium Trust N.V., Lessee