Madrid, 24 de junio de 2019

AZARIA RENTAL SOCIMI, S.A. (la "**Sociedad**" o "**AZARIA**"), en virtud de lo previsto en el artículo 17 del Reglamento (UE) nº 596/2014 sobre abuso de mercado y en el artículo 228 del texto refundido de la Ley del Mercado de Valores, aprobado por el Real Decreto Legislativo 4/2015, de 23 de octubre, y disposiciones concordantes, así como en la Circular 6/2018 del Mercado Alternativo Bursátil ("MAB") sobre información a suministrar por empresas en expansión y SOCIMI incorporadas a negociación en el MAB, por medio de la presente publica el siguiente

HECHO RELEVANTE

El Consejo de Administración de la Sociedad, en su sesión celebrada el 18 de junio de 2019, ha acordado por unanimidad el siguiente acuerdo:

1. Modificar el contrato de gestión entre la Sociedad y Drago Capital, S.L.U. en los términos principales que se adjunta a la presente y asimismo se acuerda por unanimidad facultar al Presidente del Consejo de Administración, D. Javier Prado Earle para que formalice el nuevo contrato de gestión que entrará en vigor a contar del 1 de julio de 2019.

Se adjunta los términos principales del nuevo contrato de gestión entre la Sociedad y Drago Capital, S.L.U.

D. Ivan Azinovic Gamo
Secretario no consejero del Consejo de Administración
AZARIA RENTAL SOCIMI, S.A.

OPERATIONAL MANAGEMENT AGREEMENT

Date of the agreement	July 1st 2019.
Parties	- Azaria Rental SOCIMI, S.A. as **"Company"** - Drago Capital, S.L. as **"Manager"**
Purpose *Clause 2, 3 and 4*	The Manager shall provide management and advice services to the Company with regards to the management of the properties owned by the Company (directly owned or indirectly through its branches) specified in an annex attached to the operational management agreement (herein after, the **"Services"** and **"Properties"**, respectively). The rendering of Services will always be subject to overall policies, direction and control of the Company's Board of Directors and, specifically, with the Business Plan. Services include, amongst others: Estate Management, Accounting, Reporting, Insurance as well as other services that may be required by the Company in the interest of good real estate management. For the purpose of performing these Services, the Manager will be granted with the corresponding powers. The Manager may with the prior written consent of the Company sub-contract or delegate any of the functions, activities and obligations undertaken by virtue of the operational management agreement. However, it shall not delegate the whole or substantially the whole of its functions.
Appointment date of the Manager *Clause 2*	The Manager shall be in charge as from July 1, 2019. The Manager's appointment shall be in force for an initial period of ten years (10), to be tacitly extended by additional successive periods of 10 years each, unless terminated in accordance with Clause 10. This agreement will be tacitly extended, unless any of the parties communicates the other its intention not to extend the agreement serving a twelve (12) months prior notice through a reliable manner. The initial ten years period and the additional extensions, if any of them takes place, are mandatory for both parties.
Commencement date for the provision of the Services (Whereas *C*, *Clause 2.1)*	As from July 1st, 2019
Fees *Clause 6*	• **Management Fee:** annual management fee of € 222,300 in respect of the Property, which is 0.3% of the Fair Market Value of the Property, being a fixed amount established at the moment of formalization of the agreement. To be indexed every year in accordance with CPI as issued for Spain by the "*Instituto Nacional de Estadística*", and payable quarterly in arrears within the next five (5) days from the issuance of the relevant invoice by the Manager. This fee will be adjusted if new properties are incorporated to Properties' annex attached to the agreement, due to direct ownership held by the Company or indirect ownership held by any of its branches, applying always the coefficient of 0.3% over the Fair Market Value of the same estimated at the moment of their acquisition or inclusion within the assets of the Company or its branches, always if added in the referred annex. • **Sales Fee**: Manager shall be paid one sales' fee, which is 1% of the sales' price of any asset of the Company, or in case of sale or transfer of 50% of the shareholding of any branch of the Company.

	• **Performance Fee**: Based on the Net Asset Value (NAV) Shareholder Return Outperformance defined as the annual change in NAV in excess of 7.00%. The performance fee will represent 15% of the NAV Shareholder Return Outperformance in excess of 7% of the NAV at the end of the previous financial year. High Water Mark Outperformance is defined as the amount by which adjusted NAV at the end of the year exceeds the Relevant High Water mark (adjusted NAV plus distributions since the end of the most recent year when a performance fee was paid). The starting NAV of reference for this purpose shall be considered the NAV as of April 31, 2019, this is 44,775,000 €. It will account as minimum NAV for future calculations. The performance fee will be calculated at the end of each financial year. Once the Manager receives this fee, and once the relevant taxes have been duly liquidated by the latter, the Manager will be committed to invest the resulting amount in the subscription of the corresponding shares of the Company. The price of the share will be determined according to the price per share pursuant to NAV. The relevant share capital increase shall be approved by the Company, including the waiver issued by the shareholders of the Company regarding their capacity to exercise their preferential right of subscription. • **Catch up Fee**: The Company will be committed to distribute the relevant income obtained on an annual basis, that shall be allocated in first place (i) to the shareholders in proportion to their relevant contributions, as dividends and (ii) to the repayment of the principal and interests related to the loans subscribed by the Company. Once the shareholders have received dividends equal to the amount representing their capital contribution to the Company and a preferred return of 10% rate, the Manager will receive 100% of distributions until Manager receives 20% of a Gross Up Profit, on which the total preferred return of the shareholders equates to 80% (this is called the catch-up clause). Concerning the remaining amount to be distributed, if any, the same will be allocated as follows: 20% to the Manager and 80% among the shareholders in proportion to their respective capital contributions. The abovementioned fees will be reviewed in the event the Company is listed in the continuous market in order to reflect the price of the share. Manager shall be entitled to charge interest at the rate of 2% above the base rate from time to time of default interest published by the Bank of Spain in respect of any late payment of fees due under this Agreement. All amounts payable to the Manager are expressed exclusive of VAT, and the Manager shall be entitled to charge VAT in addition thereto (where applicable) at the rate prevailing from time to time.
Expenses *Clause 7*	The agreement foresees several expenses to be paid by the Manager and others that may be paid by the Company regarding the regular execution of the faculties included in the agreement. If the agreement is early terminated by the Company, unless as provided in *Clause 10* as we will further explain, the Company shall pay the Manager all fees which would be accrued until the termination date of the agreement.
Assignment of the agreement *Clause 9*	Manager shall not assign wholly or partly its rights arising from the agreement without the prior consent of the Company. Company may assign (whether absolutely or by way of security and whether in whole or in part), transfer or otherwise dispose of the benefit of this agreement

	to any holding company of the Company or of any Group member or any subsidiary of any such holding company or the Banks.
Termination *Clause 10*	- **By the Manager:** at any time by notice in writing to the Company, in case of breach of its obligations under the agreement that is not remedied within thirty (30) days as from the default notification issued by the Manager. - **By the Company**. **Manager shall not have right to compensation:** (i) At any time by notice in writing to the Manager, in case of breach of its obligations under the agreement that is not remedied within thirty (30) days as from the default notification from the Manager. The Company may opt whether to terminate the agreement or to request its compliance, being the Company entitled to obtain indemnification for damages. (ii) At any time if the Company (or branches holding ownership) ceases to have Properties. If the Company or its branches do not transfer the whole Property/all Properties, at once, the agreement shall be partially terminated (with regards to the part of the Property transferred, and the fees shall be reduced accordingly. Other provisions of the agreements affected by partial termination of the agreement will be negotiated in good faith between the parties). - Manager and/or the Company will be entitled to terminate the agreement in case a change of control (in this regard, the Agreement cannot be terminated while Daily Real Estate, S.L. maintains (directly or indirectly) at least 15% of its shareholding quota within the Company. In the event of a change of control situation, any of the parties will be entitled to terminate the agreement serving prior notice of thirty (30) days to the other. In the event of change of control, there will be no penalization to be suffered by the Manager. However, a compensation in favor of the Manager will accrue. Said compensation will be equal to the fees that would have to be paid in favor of the Manager during the remaining period of the mandatory term (the initial ten years period or any of their extensions). Said amount will be estimated based on the amount of all the fees (including Management and Sales Fees) that have been paid in favor of the Manager during the mandatory period when the termination takes place. The compensation will be at least equivalent to three times the annual average fees (including Management and Sales Fees) paid to the Manager during the mandatory period when the termination takes place. It will also apply in case of termination in accordance with Clause 2.2.
Insurance *Clause 14*	Manager shall maintain the following insurance cover with a reputable insurer: (a) D&O professional indemnity; and (b) Fidelity insurance The insurance shall be for a minimum of € 3,000,000 given the proposed value of the Property or such higher other amount as either party may require within thirty (30) days of the agreement to reflect market standards.

Performance fee example

NAV begining of period	**44,775,000 €**	1
NAV increase	5,373,000 €	2
Capital increase	28,000,000 €	3
NAV end of period	78,148,000 €	4 = 1+2+3
Dividends paid	900,000 €	5
NAV adjusted	**51,048,000 €**	6 = 1+2+5
Shareholder NAV increase	6,273,000 €	7 = 6-1
Shareholder NAV increase (%)	14.01%	7 / 1
Hurdle rate	7.00%	8
High Water Mark	**47,909,250 €**	9 = 1 x (1+8)
Shareholder return	3,138,750 €	10 = 6 - 9
Performance fee (%)	15.00%	11
Performance fee	470,812.50 €	12 = 10 x 11

Catch-up fee example

NAV begining of period	**44,775,000 €**
IRR Hurdle	7%
IRR Hurdle Catch-up fee	10%
Manager share post hurdle	20%

NET CASH FLOW	IRR of 64.99%	-44,775,000	1,000,000	1,000,000	1,000,000	70,000,000

	Quarter	2019	2020	2021	2022	2023
Catch Up Fee						
Equity BOP			-44,775,000	-48,252,500	-52,077,750	-56,285,525
Preferred Cash Flow I	10.00%		-4,477,500	-4,825,250	-5,207,775	-5,628,553
Shareholders Distributions			1,000,000	1,000,000	1,000,000	61,914,078
Shareholders Contributions		-44,775,000	--	--	--	--
Equity EOP		-44,775,000	-48,252,500	-52,077,750	-56,285,525	--
Shareholder Cash-Flow Hurdle I	**IRR of 46.41%**	**-44,775,000**	**1,000,000**	**1,000,000**	**1,000,000**	**61,914,078**
Remaining Cash Flow		0	--	--	--	8,085,923
Contribution payback (for investor)		--	1,000,000	1,000,000	1,000,000	41,775,000
Preferred Cash Flow	80.0%	0	--	--	--	20,139,078
Manager Cath up	20.0%	0	0	0	0	5,034,769
Remaining Cash Flow after Catch Up		0	0	0	0	3,051,153.125
Cash Flow Manager	20.0%	0	--	--	--	610,231
Shareholders Promote Cash-Flow	80.0%	0	--	--	--	2,440,923
Investor CF	**IRR of 52.02%**	**-44,775,000**	**1,000,000**	**1,000,000**	**1,000,000**	**64,355,000**
CF for Manager		**0**	**0**	**0**	**0**	**5,645,000**

Definitions

Net Cash Flow	Net amount of cash and cash-equivalents being transferred into and out of the business. For the example, it has been assumed: - Investment of €44.775 million in 2019. - Distributions of €1 million in 2020, 2021 and 2022, as part of the regular business. - Distribution of €70 million in 2023 as a consequence of a disposal.
Net Asset Value (NAV)	Value of the company's assets minus the value of its liabilities.
Shareholder Return	Annual change in NAV in excess of 7.00% (the "Hurdle Rate").
Performance fee	15% of the NAV Shareholder Return outperformance. To be calculated at the end of each financial year.
Preferred Cash Flow I	Annual return at 10% annual rate over equity contributions minus distributions.
Remaining cash flow	Net cash left after Preferred Cash Flow I has been distributed.
Contribution payback for investor	Equal to the equity contributed by investor.
Preferred Cash Flow	Return distributed to investors on top of the equity they contributed.
Manager Catch Up	Distributions until Manager receives 20% of a Gross Up Profit, on which the total preferred return of the shareholders equates to 80%.