

## KEY INVESTMENT DATA SHEET

This crowdfunding offer has not been verified or approved by the Spanish National Securities Market Commission (CNMV) or the European Securities and Markets Authority (ESMA).

The suitability of your experience and knowledge has not necessarily been assessed before you were granted access to this investment. By making this investment, you fully assume the risk involved, including the risk of partial or total loss of the money invested.

### *Risk warning*

Investing in this crowdfunding project involves risks, including the risk of partial or total loss of the money invested. Your investment is not covered by deposit guarantee schemes established in accordance with Directive 2014/49/EU of the European Parliament and of the Council (\*). Your investment is not covered by investor compensation schemes established in accordance with Directive 97/9/EC of the European Parliament and of the Council (\*\*).

You may not get any return on your investment.

This is not a savings product and we recommend that you do not invest more than 10% of your net assets in crowdfunding projects.

You may not be able to sell the investment instruments when you want to. Even if you can sell them, you may incur losses.

(\*) Directive 2014/49/EU of the European Parliament and of the Council of April 16, 2014, on deposit guarantee schemes (OJ L 173, 12.6.2014, p. 149).

(\*\*) Directive 97/9/EC of the European Parliament and of the Council of March 3, 1997, on investor compensation schemes (OJ L 84, 26.3.1997, p. 22).

### *Pre-contractual cooling-off period for inexperienced investors*

Inexperienced investors benefit from a cooling-off period during which they may, at any time, revoke their investment offer or expression of interest in the crowdfunding offer without having to justify their decision and without incurring a penalty. The cooling-off period begins when the potential inexperienced investor makes an investment offer or expresses interest and expires four calendar days after that date.

Investors may exercise their right to revoke their investment by sending an email to [contacto@urbanitae.com](mailto:contacto@urbanitae.com) within a maximum of 4 calendar days from the date on which they made their investment.

In the event of withdrawal by the investor(s), Urbanitae reserves the right to close the project or to complete the initial investment target with new investors.

### Summary of the transaction

Offer identifier (LEI code of the promoting company)	959800K2LAQDPGD4HF48
Developer	ALLONBAY HILLS, S.L.
Project name	Alicante   Allonbay Hills Project
Project ID	959800K2LAQDPGD4HF48000402
Type of Offer and Instrument	Equity Project: Entry of Urbanitae investors via Capital Increase
Target Amount	€4,450,000
Deadline	October 31, 2025

## Part A: Information about the project developer and the crowdfunding project

### Promoting company:

Información del promotor	
Denominación social	ALLONBAY HILLS, S.L.
Número de identificación fiscal	B-22.913.875
Domicilio social	C/ PERIODISTA PIRULA ARDERIUS nº 4 – 03001 ALICANTE (ALICANTE)
Organización social. Órgano de administración	Administrador Único adoptará la forma de un Consejo de Administración, que sustituirá al administrador único actual, LEUCANTO INVERSIONES, S.L., con representante persona física Enrique Gallego Toledo.
Descripción de la sociedad y del plan de actividades	Según Escritura de Constitución del día 1 de septiembre de 2025, ante el notario D. Francisco Benitez Ortiz, bajo el número 1.889 de su orden de protocolo, siendo su actividad entre otros el CNAE números 4110.
Número de empleados	0 empleados
Número de proyectos financiados previamente en la plataforma	0
Estructura del Capital Social	Sociedad limitada (S.L.) El capital social de la SPV es el siguiente: Participación 1 a la 32 (ambas inclusive): Don Enrique Gallego Toledo Participación 33 a la 92 (ambas inclusive): TRESMESTRES INVESTMENTS, S.L. Participación 93 a la 149 (ambas inclusive): QUADRATIA CONSULTANTS, S.L.U. Participación 150 a la 224 (ambas inclusive): Don Jesús Gallego Toledo Participación 225 a la 300 (ambas inclusive): Doña Natalia Gallego Toledo
Dirección del dominio de internet	-

DESCRIPCIÓN DE LA SITUACIÓN FINANCIERA. Balance de situación Septiembre 2025			
Activo No Corriente	- €	Patrimonio neto	3.000 €
Activo Corriente	- €	Pasivo no corriente	- €
Existencias	- €	Pasivo corriente	- €
Inversiones financieras a corto plazo	- €	Acreedores comerciales y otras cuentas a pagar	- €
Efectivo y otros activos líquidos equivalentes	3.000 €	Otros acreedores	- €
TOTAL ACTIVO	3.000 €	TOTAL PASIVO + PATRIMONIO NETO	3.000 €

DESCRIPCIÓN DE LA SITUACIÓN FINANCIERA. Cuenta de Pérdidas y Ganancias Septiembre 2025	
Ingresos	- €
Gastos de explotación	- €
Resultado de explotación	- €
Impuesto de sociedades	- €
Resultado neto	- €

The project promoter declares that, to the best of its knowledge, no information has been omitted and the information is not materially misleading or inaccurate. The project promoter is responsible for preparing this key investment information document.

Vehicle company:

Información del promotor	
Denominación social	ALLONBAY HILLS PARTNERS, S.L.
Número de identificación fiscal	B-22.913.867
Domicilio social	C/ PERIODISTA PIRULA ARDERIUS nº 4 – 03001 ALICANTE (ALICANTE)
Organización social. Órgano de administración	Administrador Único: LEUCANTO INVERSIONES, S.L., con representante persona física Enrique Gallego Toledo
Descripción de la sociedad y del plan de actividades	Según Escritura de Constitución del día 1 de septiembre de 2025, ante el notario D. Francisco Benitez Ortiz, bajo el número 1.897 de su orden de protocolo, siendo su actividad el CNAE números 6420.
Número de empleados	0 empleados
Número de proyectos financiados previamente en la plataforma	0
Estructura del Capital Social	Sociedad limitada (S.L.) El capital social de la SPV es el siguiente: Participación 1 a la 150 (ambas inclusive): TRESMESTRES INVESTMENTS, S.L. Participación 151 a la 300 (ambas inclusive): QUADRATIA CONSULTANTS, S.L.
Dirección del dominio de internet	-

DESCRIPCIÓN DE LA SITUACIÓN FINANCIERA. Balance de situación Septiembre 2025			
Activo No Corriente	- €	Patrimonio neto	3.000 €
Activo Corriente	- €	Pasivo no corriente	- €
Existencias	- €	Pasivo corriente	- €
Inversiones financieras a corto plazo	- €	Acreedores comerciales y otras cuentas a pagar	- €
Efectivo y otros activos líquidos equivalentes	3.000 €	Otros acreedores	- €
<b>TOTAL ACTIVO</b>	<b>3.000 €</b>	<b>TOTAL PASIVO + PATRIMONIO NETO</b>	<b>3.000 €</b>

DESCRIPCIÓN DE LA SITUACIÓN FINANCIERA. Cuenta de Pérdidas y Ganancias Septiembre 2025	
Ingresos	- €
Gastos de explotación	- €
Resultado de explotación	- €
Impuesto de sociedades	- €
Resultado neto	- €

We present a new project consisting of the development of a new residential development comprising 125 one-, two-, and three-bedroom homes in a single block divided into three entrances. The homes have terraces with sea views. The development also has 126 storage rooms, 125 parking spaces, and common areas such as a swimming pool, green areas, a gym, a sauna, a jacuzzi, and a community area on the top floor with a social club, swimming pool, and views of the Mediterranean.

Allonbay Hills is located next to Allonbay Village, where Quadratia has already developed six other projects, some in collaboration with Urbanitae. The project is located in an elevated area, on the seafront, and enjoys privileged views.

#### Part B: Main characteristics of the crowdfunding process and conditions for raising capital

(a)	<b>Minimum amount of capital to be raised for each participatory financing offer</b>			
	4,450,000 euros			
	<b>Number of offers (public or private) completed by the project promoter or crowdfunding service provider for the project in question</b>			
	Type of offering and instruments offered	Date of completion	Amount [raised/borrowed] and target amount (including, in the case of currencies other than the euro, the equivalent in euros and the date of the conversion rate)	Other relevant information, if any
	None	Not applicable	Not applicable	Not applicable
(b)	<b>Deadline for reaching the capital raising target</b>			
	October 31, 2025			
(c)	<b>Information on the consequences if the capital raising target is not achieved within the deadline</b>			
	If the target amount of funds raised is not reached, investors will be refunded their committed contribution within a maximum of five business days of the aforementioned failure to meet the target, at no cost to investors.			
(d)	<b>Maximum amount of the offer, if different from the minimum amount of capital mentioned in letter a)</b>			
	It does not differ.			
(e)	<b>Amount of own resources committed by the project promoter to the participatory financing project</b>			
	The amount of capital corresponding to the manager and its investors after the entry of participatory financing will be equivalent to €4,450,000.			
(f)	<b>Changes in the capital structure of the project promoter related to the crowdfunding offering</b>			
	The promoter will carry out a capital increase, allowing platform users to participate based on their committed contribution, allocating them 50% of the share capital.			

## Part C: Risk factors

### Exposure to the main risks

#### Type 1 – Project risk

The project risks that could cause the project to fail include, but are not limited to: (i) legal aspects of the transaction and/or signing of the loan agreement, administrative licenses (ii) the occurrence of adverse scenarios with a negative impact, such as an increase in associated costs or a decrease in income to be received.

#### Type 2 – Sector risk

Risks inherent to the specific sector. These risks may be caused, for example, by a change in macroeconomic circumstances or a reduction in demand in the real estate sector.

#### Type 3 – Default risk

The risk that the project developer may be subject to bankruptcy proceedings and other events affecting the project or the project developer that result in the loss of the investment for investors.

Such risks may be caused by a variety of factors, including, without limitation: (serious) change in macroeconomic circumstances, mismanagement, fraud, financing not matching the corporate purpose, failure to raise financing, or lack of liquidity.

#### Type 4 – Risk of lower than expected returns, delays, or non-performance

The risk that the return will be lower than expected, delayed, or that the project will default on principal or interest payments.

#### Type 5 – Risk of platform failure

The risk that the crowdfunding platform will be unable to provide its services, either temporarily or permanently.

#### Type 6 – Risk of investment illiquidity

Investors will not be able to obtain liquidity from their investment until the project is completed.

#### Type 7 – Other risks

Risks that are, among other things, beyond the control of the project promoter, such as political or regulatory risks.

## Part D: Information relating to the offer of negotiable securities and instruments admitted for participatory financing

(a)	<b>Total amount and type of negotiable securities to be offered</b>  (a) Name of the issuer: ALLONBAY HILLS PARTNERS, S.L.  (b) Description: capital increase for the development of 125 homes in Villajoyosa, Alicante.  (c) Capital amount: €4,450,000.  (d) Return of capital after repayment of the obligations contracted by the company.
(b)	<b>Subscription price</b>  The amount of the negotiable securities is €4,450,000.
(c)	<b>If oversubscription is accepted and how it is allocated</b>  Excess demand is not accepted
(d)	<b>Subscription and payment conditions</b>  Access to the subscription and payment conditions can be found in the investment contract, which is available in the project documentation section published on the platform. It can be found in the investment contract (Annex I).
(e)	<b>Custody and delivery of negotiable securities to investors</b>

	Custody and delivery services to investors will be provided by LEMON WAY, registered in the Bank of Spain's (BdE) Register of Payment Institutions under the heading "Community payment institutions operating in Spain without an establishment (Art. 25 of Directive 2007/64/EC and Art. 11 of Law 16/2009) and MANGOPAY, as an entity authorized by the Financial Sector Supervisory Commission, in accordance with Directives 2009/110/EC and 2015/2366/EU.
(f)	<b>Information regarding the guarantee or collateral securing the investment (if applicable):</b>  Not applicable
(g)	<b>Information regarding the firm commitment to repurchase the negotiable securities</b>  <b>Description of the repurchase agreement</b>  Not planned. If a decision needs to be made in this regard, it will be submitted to a Shareholders' Meeting where all investors will have the right to vote.  <b>Repurchase period</b>  Not applicable
(h)	<b>Interest rate and maturity information</b>  Not applicable  <b>Nominal interest rate</b>  Not applicable  <b>Date from which interest is payable:</b>  Not applicable  <b>Interest payment dates:</b>  Not applicable  <b>Maturity date (including interim repayments, where applicable):</b>  Not applicable  <b>Applicable yield:</b>  Not applicable

#### Part E: Information on the special purpose entity

(a)	<b>Is there an intermediary entity between the project sponsor and the investor?</b>  Yes
(b)	<b>Contact details of the manager of the special purpose vehicle</b>  Website: <a href="https://www.quadratia.com/es/proyecto/allonbay-hills/">https://www.quadratia.com/es/proyecto/allonbay-hills/</a>  Email: <a href="mailto:info@quadratia.com">info@quadratia.com</a>

#### Part F: Investor rights

(a)	<b>Main rights inherent in negotiable securities</b>  Brief description of the main rights inherent in the instruments, grouped by category, such as:  (a) dividend rights: Yes
-----	---

	<p>(b) voting rights: Investors shall have the right to vote to approve a substantial change in the terms of the project</p> <p>(c) rights of access to information: Yes</p> <p>(d) preemptive rights in offers to subscribe to instruments of the same class: No</p> <p>(e) right to participate in the issuer's profits: Yes</p> <p>(f) Right to participate in the surplus in the event of liquidation: Yes</p> <p>(g) Redemption rights: No</p> <p>(h) Conversion rights: No</p> <p>(i) clauses granting a joint exit right in the event of an operational event: Not applicable</p> <p>Within the documentation associated with the project, the investor will have access to the Articles of Association of the Vehicle Company.</p>
(b) and (c)	<p><b>Restrictions to which the negotiable securities are subject and description of any restrictions on trading</b></p> <p>Access to the restrictions to which the negotiable securities are subject and a description of any restrictions can be found in the investment agreement, which is available in the project documentation section published on the platform. See Annex I.</p>
(d)	<p><b>Investor's ability to divest from the investment</b></p> <p>Not possible through the Platform</p>
(e)	<p><b>With regard to equity instruments, the distribution of capital and voting rights before and after the capital increase resulting from the offering, assuming that all negotiable securities are subscribed.</b></p> <p>Access to the distribution of capital and voting rights after the capital increase will be available in the private area of each user who has subscribed to the financing campaign. Voting rights will be maintained after the increase.</p>

#### Part G: Communications related to loans

Equity Project. This section does not apply.

#### Part H: Fees, information, and remedies

(a)	<p><b>Fees and costs borne by the investor in relation to investments (including administrative costs resulting from the sale of instruments admitted for participatory financing)</b></p> <p>€0</p>
(b)	<p><b>Where and how to obtain free additional information about the crowdfunding project, the project promoter and, where applicable, the intermediary entity</b></p> <p>On the Platform's website. Within the published project in question, in the documentation section.</p>
(c)	<p><b>How and to whom can investors address a complaint about the investment or the conduct of the project promoter or crowdfunding service provider?</b></p> <p>In the event of a complaint about the investment, it can be sent by email to <a href="mailto:contacto@urbanitae.com">contacto@urbanitae.com</a>.</p>

## ANNEX I

[This contract version in English is provided for informational purposes. In case of contradiction, the Spanish version shall prevail.]

## INVESTMENT AGREEMENT

### ON THE ONE HAND

**URBANITAE REAL ESTATE PLATFORM, S.L.**, a Spanish company with Tax ID No. B-88.393.962 and registered office at Calle Castelló 23, 1º, 28001, Madrid (hereinafter, the "Platform");

### ON THE OTHER HAND

The user registered on the Platform's website as an investor (hereinafter, the "Investor");

### ON THE OTHER HAND

**ALLONBAY HILLS S.L.**, a Spanish company, with Tax ID No. **B22.913.875** and registered address at **Calle Periodista Pirula Arderius, 4, C.P. 03001 Alicante (Alicante)**, as a developer registered on the Platform's website (hereinafter, the "SPV Developer").

### AND, ON THE OTHER HAND

**ALLONBAY HILLS PARTNERS, S.L.**, a Spanish company, with Tax ID No. **B22.913.867** and registered office at **Calle Periodista Pirula Arderius, 4, Postal Code 03001 Alicante (Alicante)**, as the developer registered on the Platform's website, (hereinafter, the "**Vehicle Company**").

The SPV Promoter and the Vehicle Company, together with the Platform and the Investor, shall be referred to as the "**Parties**."

The Parties acknowledge that they have sufficient legal capacity to enter into this investment agreement for the purpose of subscribing for shares (the "Agreement") and, to that end,

## DECLARE

- I. That the Platform, which is authorized as a participatory financing service provider by the National Securities Market Commission, file number 2023045268 and authorized by license number 4, is a company that connects a limited number of users, known as investors (natural or legal persons), who offer financing in exchange for a monetary return, with users who request financing on their own behalf for a real estate crowdfunding project, known as promoters.
- II. The Platform is a "*participatory financing platform*" as defined in Article 2 of Regulation (EU) 2020/1503 of the European Parliament and of the Council of October 7, 2020, on European providers of participatory financing services for businesses, and amending Regulation (EU) 2017/1129 and Directive (EU) 2019/1937 (the "**Regulation (EU) 2020/1503**").
- III. That the SPV Promotora is a limited liability company whose corporate purpose includes, among others: "*Real Estate Development*" (CNAE 4110).
- IV. That, likewise, the Vehicle Company is a limited liability company whose corporate purpose includes, among others: "*Activities of holding companies*" (CNAE 6420).
- V. That the Platform has presented to users registered on its website a project whereby the Investor, together with other investors (collectively referred to as the "Investors"), will subscribe to a capital increase to be carried out through cash contributions to the Vehicle Company. The purpose of this capital increase is (i) the acquisition by the Vehicle Company of shares in the context of a capital increase of the SPV Promotora, and (ii) the development of a real estate development consisting of one hundred and twenty-five (125) homes, one hundred and twenty-six (126) parking spaces, and one hundred and twenty-five (125) storage rooms (the "Development") located on plot II-1 in Implementation Unit 1 of the Partial Plan for Sector PP-11 Tellerola of the PGOU (General Urban Development Plan) of La Vila Joiosa (Alicante) on registered property 30,544, registered in the Villajoyosa Property Registry No. 2 (the "Property"). All of this is based on a forecast of specific economic and temporary conditions (the "Project").
- VI. The Investor has expressed to the Platform its interest in participating in the Project by indirectly participating in the share capital of the SPV Promotora through the delivery of a monetary



contribution (the "Investment"), assuming the risk and venture of the Project in order to obtain, where applicable, any profits that may be generated.

In accordance with the foregoing, the Parties, in their respective capacities and interests, have agreed to formalize this Agreement, which shall be governed by the following

## STIPULATIONS

### 0. PURPOSE

The purpose of this Agreement is to regulate: (i) the terms and conditions applicable to the Investment granted by the Investor through the Platform in favor of the SPV Promoter; (ii) the relations between the Parties; and (iii) the principles of action of the SPV Promoter in relation to the Project.

### 1. PRE-CONTRACTUAL REFLECTION PERIOD

As stated in Article 22 of Regulation (EU) 2020/1503, the Investor, if considered a non-professional investor, shall have a period of four calendar days, starting from the moment the investment offer or expression of interest is made on their part, in this Project, during which they may revoke their investment offer or expression of interest in the participatory financing offer at any time, without having to justify their decision and without incurring any penalty.

To exercise this right, the Investor must send an email to [contacto@urbanitae.com](mailto:contacto@urbanitae.com) within a maximum period of four calendar days from the date on which they submitted their investment offer. In any case, the Platform reserves the right to select, at its discretion, the investors with whom to carry out the Project or to complete the Investment Objective (as defined below) with new investors other than the Investor.

### 2. COMMITTED CONTRIBUTION

The Platform will publish on its website the total and aggregate amount of money necessary for the proper development and execution of the Project (the "**Financing Target**") in order to advertise it to potential investors. For the purposes of the Agreement, the Investor's Committed Contribution shall be understood to be the specific amount that the Investor authorizes and commits, through the Platform, to finance the Project, thereby contributing to the achievement of the Financing Target.

By signing the Agreement, the Investor undertakes, subject to the Suspensive Condition described in clause 18, to deliver funds of a monetary nature as share capital to the Promoter SPV, which accepts them (the "**Committed Contribution**"), in the amount set forth in the specific conditions attached to this Agreement as **Annex I** (the "**Specific Conditions**") for the purpose of subscribing to the number of shares in the Vehicle Company (which in turn takes a stake in the Promoter SPV) that proportionally correspond to the Financing Target. All shares to be subscribed shall be of the same series and class and shall therefore have the same rights.

Once the Financing Target has been reached within the period established for the Project, the Investor will be informed that their Committed Contribution will be transferred to an account held by the Vehicle Company. To this end, by entering into this Agreement, the Investor grants, through the Platform, an irrevocable mandate so that, once the Financing Target is reached, the following actions are carried out

- (i) the corresponding transfer in favor of the SPV Promoter for the purpose of increasing the share capital.
- (ii) the formalization, in the name and on behalf of the Investor, of the aforementioned capital increase, including the subscription and payment of the number of shares corresponding to them in proportion to their Committed Contribution to the Financing Target; and
- (iii) the execution of any public and private documents that may be necessary, convenient, or appropriate for the purposes of the correct execution, implementation, and documentation of the capital increase, as well as the corresponding shareholders' agreement referred to above. In relation to this, the Investor undertakes to provide any documentation that may be required by the Platform for these purposes.

The Financing Objective will be contributed to the Promoting SPV and will be used exclusively for the capital increase in the Promoting SPV to finance the Project, as well as to cover the expenses provided for in this Agreement, in accordance with the details described in the Project published by the Platform on its website.

### 3. CO-INVESTMENT

The share capital of the SPV Promotora will be held, in addition to the Vehicle Company, by third parties outside the Platform (the "Co-investors"), who will contribute funds of a monetary nature and/or non-monetary assets, such as land, to facilitate the development of the Project. In the event that the Co-investors make non-monetary contributions, the valuation thereof must be supported by third-party reports. The co-investors will hold a minority stake in the SPV Promotora.

In order to regulate the relationship between the Co-investor and the Investors, a partnership agreement shall be signed to regulate, among other matters, the following, which in all cases shall be in accordance with the provisions of the Contract:

- Debt policy of the SPV Promoter
- Reinforced majority regime.
- Regime for the transfer of shares (a period of non-transferability may be established).
- Valuation of transactions related to the Co-investor.

### 4. THE ADMINISTRATIVE BODY OF THE VEHICLE COMPANY

The administrative body of the Vehicle Company shall take the form of a single administrator appointed for an indefinite period, namely the company LEUCANTO INVERSIONES, S.L.U., whose representative is Mr. Enrique Gallego Toledo (the "**Administrative Body of the Vehicle Company**").

### 5. PROJECT DEVELOPMENT AND EXECUTION AND EXPENSE POLICY

Under the Financing Objective, the Investor authorizes the SPV Promoter to proceed with the acquisition of the Property, as well as the payments necessary for the construction and marketing of the Development for the price and with the limitations described on the website. If, for any reason, it is not possible to acquire the Property in accordance with the planned specifications, the SPV Promoter will submit the new conditions to the Investors for approval via the website. The possibility of the SPV Promoter taking on debt for the purpose of financing the development of the Project is expressly acknowledged.

Likewise, the following expenses will be borne by the SPV Promotora and charged to the Financing Objective: (i) expenses for the capital increase of the SPV Promotora; (ii) expenses that the SPV Promotora may incur in the development of the Promotion, including, but not limited to: technical and professional fees, work certifications, purchase of materials, health and safety projects, supplies, insurance, fees, and taxes; etc.; (iii) expenses related to the services necessary for the SPV Promotora to comply with its legal, accounting, tax, and census obligations related to the Development; (iv) expenses and taxes arising from the marketing of the Development; (v) administration fees related to the Development; (vi) commissions paid to intermediaries for the acquisition and/or transfer of the real estate units that make up the Development; (vii) the Platform's commission in accordance with what is published on its website; (viii) financial expenses and amortization of third-party debt taken on for the development of the Project; and (ix) in general, any other expense necessary for the implementation of the Project, provided that it is valued at market conditions.

Expenses and taxes arising from the transfer of shares in the SPV Promotora that may eventually be agreed between Investors, as partners, and users registered on the Platform's website are excluded and shall be paid by the Parties as agreed between the transferor and the acquirer.

### 6. DIVESTITURE

The Parties acknowledge that the Investor has made its Committed Contribution with the commitment that the SPV Promoter will proceed with the disposal of the Development that is the subject of the Project (the "Divestment") within a limited time frame. The Investor authorizes the SPV Promoter to dispose of the real estate units that make up the Development at any time during its development, provided that the conditions of sale comply with those indicated in the Project and that the remaining proceeds are used as remuneration for the Investment under the terms set forth in this Agreement.

If, as a result of the situation in the real estate market, at the time of the Divestment the sale price of any real estate unit comprising the Development is lower than that provided for in the Project, the SPV Promoter shall seek the Investors' authorization for the new conditions of sale through the Platform. Authorization shall

be deemed to have been granted in accordance with the provisions of clause 21 ("**General Provisions**") below.

## **7. DISTRIBUTIONS**

The cash management of the SPV Promoter shall be governed by the principle of maximum distribution to Investors, subject to the minimum operating cash flow necessary for the development of the Project in the amount established in the Specific Conditions.

The total return obtained from the Divestment, net of operating expenses, insurance, and applicable taxes, shall be distributed to Investors in accordance with the legal formula deemed most efficient at any given time. By way of example only, distributions may be made in the form of dividend distributions, capital reductions, or liquidation proceeds (hereinafter, the "Distributions").

Distributions shall be made to Investors in proportion to their share in the share capital and in accordance with the information published by the Platform.

Distributions shall be paid into the payment account held by the Vehicle Company at the payment institution with which the Platform operates and shall be subject to the applicable withholding taxes.

If necessary, the Investor undertakes to adopt or ensure that the corresponding agreements are adopted in order to proceed in accordance with the legislation applicable to the Distributions. Distributions in kind will not be possible.

Once the dissolution of the Promoter SPV has been agreed, it must be liquidated as soon as possible. In this regard, the Investors, in their capacity as partners, undertake to carry out all acts that are necessary, precise, and convenient for this purpose.

The Investor acknowledges that extraordinary circumstances not foreseen in the Project (including, but not limited to: fall in real estate market prices, decrease in demand, increase in construction costs, delays in administrative deadlines for obtaining permits or licenses) may lead to future Distributions being delayed or falling short of their Committed Contribution, assuming the risk and venture of the Investment as participants in the share capital.

## **8. PRINCIPLES OF ACTION OF THE DEVELOPER SPV**

The Promoter SPV undertakes to Investors that its activity will comply, in all cases, with the provisions of the Project published on the Platform's website and, in particular, that the Financing Objective will be used exclusively for the purpose set out in the Project.

Specifically, without limitation, once the Property has been acquired, the SPV Promoter must carry out the following steps, either directly or through the management company hired for this purpose:

- (i) the execution, promotion, and marketing of the Development as described in the Project;
- (ii) the overall management of the SPV Promotora (through its administrative body or, where applicable, through the corresponding authorized subcontractor) from the signing of this Agreement, including, among others, the following tasks:
  - keeping its accounts up to date;
  - settling the corresponding taxes;
  - calling, attending, and participating in ordinary and extraordinary general meetings held by the company, when required by the Platform, to discuss, among other things, matters affecting the Property; and
  - providing, through the Platform, up-to-date information at all times regarding the management services provided for in this section, as well as any other technical, financial, or business information that the Platform may reasonably request.
- (iii) The sale of the real estate units that comprise the property must be carried out taking into consideration the medium-term divestment objective and in accordance with the distribution policy set out in the previous clause;
- (iv) carry out the tasks necessary to launch and execute the Project, limiting the use of funds received as Investment to what is strictly necessary for the development of the Project and ensuring at all times compliance with the applicable regulations and the minimization of expenses, in accordance with the objectives of the Project;

- (v) once the estimated period for disposal has elapsed, as set out in the Project information published on the Platform's website, it shall actively promote the search for offers aimed at Divestment;
- (vi) signing the corresponding management and marketing contract for the Development, which must be a contract on market terms, both with regard to fees and economic conditions, and in the area of services provided, compliance with applicable regulations, and assumption of liability to the SPV Developer for breach of its obligations; and
- (vii) the SPV Promoter must have in place at all times the corresponding insurance policies covering all the risks inherent in the development and operation of the Project, including, but not limited to, civil liability, multi-risk, and ten-year liability in relation to the real estate assets that make up the Development.

## 9. OBLIGATIONS TO INFORM PARTNERS

The Platform undertakes to provide the Investor with information regarding the status of the Project through the Platform's website, without prejudice to any other obligations to provide information to the partners of the commercial companies that the administrator of the SPV Promoter must comply with in accordance with applicable legislation.

Likewise, the Platform, among its obligations set forth in Article 23.8 of Regulation (EU) 2020/1503, shall immediately inform the Investor of any substantial change in the information that has been transmitted to them in relation to the Project, provided both on the Platform's website and in this Agreement.

For these purposes, a substantial change in the information shall be understood to be one that, while not having an impact on the profitability of the Project, provided that it does not jeopardize its viability or entail an alteration to the detriment of the Investor, affects the control structure of the companies involved in it, even when such modification entails a change in the Financing Objective communicated to the Investor.

To this end, the Platform reserves the right to make any structural changes to the Project on behalf of the Investor that are necessary to optimize it, and must report any changes in the space created for each Investor in the Project on the Platform's website, providing a Project monitoring document explaining how the operation will ultimately be structured.

## 10. RELATIONSHIPS BETWEEN INVESTORS

In the event of any discrepancy between the provisions of this Agreement and the Articles of Association of the SPV Promoter (which must be adjusted in the event of any discrepancy between them so that they are consistent with the content of this Agreement), the provisions of the Agreement shall prevail in all cases between the Parties.

Notwithstanding the foregoing, any changes that may occur under the terms of the previous provision shall be taken into account, which shall be communicated to each Investor and shall prevail in all cases over the provisions of the Agreement.

The Parties irrevocably undertake to adopt, once the condition precedent set forth in clause 18 has been fulfilled, all those corporate agreements of the General Meeting or the administrative body that are necessary to carry out any of the agreements established in the Agreement and, to that end, at the headquarters of the Vehicle Company, to convene, notify, and carry out all necessary actions so that said bodies may validly meet by electronic means through the Platform's website for the adoption of agreements, as well as all subsequent acts that may be necessary or convenient for the full effectiveness of the agreements adopted by them.

## 11. ADMINISTRATIVE BODY OF THE SPV PROMOTER. CONFIGURATION AND ACTION

The administrative body of the SPV Promotora will take the form of a Board of Directors, which will replace the current sole administrator, the company LEUCANTO INVERSIONES, S.L.U., whose representative is Mr. Enrique Gallego Toledo (the "**Administrative Body of the SPV Promotora**").

The Parties agree that the Management Body of the SPV Promotora, unless prior written consent is obtained from the Investors (as indicated in clause 21 ("**General Provisions**")), may not under any circumstances adopt any of the following decisions: (i) granting powers to act on behalf of and in representation of the SPV Promotora that are not for the purpose of the proper execution and marketing of the Promotion; (ii) making payments or transactions with an entity related to the Management Body of the SPV Promotora, except those arising from the provisions of the service contracts provided for in the Project, in the articles of

association of the SPV Promoter (the "**Articles of Association of the SPV Promoter**") or in this Agreement; and (iii) approving expenses or acquisitions of shares not provided for in this Agreement.

## **12. GENERAL MEETING OF THE SPV PROMOTORA**

The General Meeting of shareholders of the SPV Promotora shall be governed by the provisions of the Articles of Association of the SPV Promotora, in accordance with the requirements of the applicable regulations. The Parties shall ensure that the statutory regime in relation to the minimum quorum for the holding and adoption of resolutions is that provided for by law.

The Parties agree that attendance and voting at the General Meeting of the SPV Promotora and, where applicable, at the General Meeting of the Vehicle Company, may be carried out by electronic means (by accepting the voting mechanism that the Platform's website will make available to Investors). In this way, signing by electronic means constitutes the granting of a specific power of attorney in favor of the administrative body or any other representative included in the representation document for this purpose, being duly represented at the corresponding General Meeting and exercising the voting rights of the corresponding member, in the manner indicated by the latter or, in the absence of instructions, in the manner deemed appropriate, without prejudice to the voting syndication agreement provided for below.

The Investors undertake to the SPV Promoter and to each other to vote in favor (where applicable, at the corresponding meeting of the Vehicle Company) on any proposal for the sale of the real estate units that make up the Development that is proposed by the SPV Promoter and the Vehicle Company at the General Meetings of the SPV Promoter and the Vehicle Company, provided that the sale results in a sale price equal to or higher than that determined by the "base" established in the Project published on the Platform's website.

## **13. TRANSFER OF SHARES**

The transfer of shares in the SPV Promoter shall be governed by the provisions of the Articles of Association of the SPV Promoter, drawn up in accordance with current legislation.

## **14. REPRESENTATIONS AND WARRANTIES IN RELATION TO THE DEVELOPER SPV AND THE VEHICLE COMPANY**

The representative of the Vehicle Company declares that it is a company of Spanish nationality, validly incorporated and existing in accordance with Spanish law, incorporated for an indefinite period on September 1, 2025. The representative of the Vehicle Company declares that the company is registered in the Alicante Mercantile Registry.

The representative of the SPV Promoter declares that it is a Spanish company, validly incorporated and existing in accordance with Spanish law, incorporated for an indefinite period on September 1, 2025. The representative of the SPV Promoter declares that the company is registered in the Alicante Commercial Registry.

The SPV Promotora declares for all intents and purposes, by virtue of this Agreement, that no other previous real estate development projects have been carried out through this same company, which is therefore a company dedicated solely to the development of the Promotion. Additionally, the SPV Promotora declares that under no circumstances will expenses, costs, or damages arising from activities other than the execution of the Project, which therefore includes the execution and marketing of the Development, be borne by the Financing Objective.

## **15. INFORMATION REGARDING PAYMENTS AND RISKS ASSOCIATED WITH THE OPERATION**

All payment transactions that may arise from the activities and operations of this Agreement shall be channeled through a payment institution, in which each of the Parties shall open a payment account for this purpose, all in accordance with the terms and conditions indicated by the Platform on its website.

The Investor declares that they have read and understood the risks associated with the operation and investment described on the Platform's website and, in particular, declares that they are aware of the risk of total or partial loss of the capital invested as an Investment, the risk of not obtaining the expected financial return, as well as the risk of lack of liquidity to recover the investment, as a result of the restrictions on free transferability inherent in the legal regime of limited liability companies, the risk of dilution of the shareholding in the share capital of the SPV Promotora, the risk of not receiving dividends, and the risk of not being able to influence the management of the company.

## 16. FEES

The following fees shall be payable to the Platform and charged to the SPV Promotora:

- **Project commission:** Once the capital increase has been formalized, the SPV Promotora must pay the Platform the project commission indicated in the Specific Conditions, which is calculated on the basis of the Committed Investments, plus the applicable Value Added Tax.
- **Any other fees or expenses attributable** to the SPV Promoter by the Platform or any debt collection agency hired by the Platform in connection with the Investment, such as, but not limited to, investigation expenses, debt collection agency expenses, as well as any other expenses incurred in obtaining the reports necessary for its granting, claims, investigation of assets or their encumbrances, collection management, registry consultations, obtaining notarial certificates and requests by notarial, postal, telegraphic, burofax or similar means, as well as any other justifiable external expenses incurred until the settlement of any past due debt position.
- **Taxes:** Taxes arising from the execution and performance of this Agreement shall be paid in accordance with the law.

## 17. NOTIFICATIONS

The Parties consent to the formalization of this Agreement by electronic means and the sending of any notifications to the email address [contacto@urbanitae.com](mailto:contacto@urbanitae.com), by this means, the provisions of Law 34/2002, of July 11, on information society services and electronic commerce, and Law 22/2007, of July 11, on the distance marketing of financial services to consumers, shall therefore apply.

It is the responsibility of the SPV Promotora to reliably communicate any change in the contact details indicated at and , and until such change is properly communicated to the Platform, the currently available details will be valid for the accreditation of any notification in relation to this Contract.

Our entity is a member of Confianza Online (a non-profit association), registered in the National Register of Associations, Group 1, Section 1, national number 594400, Tax ID number G85804011, Carrera de San Jerónimo, 18, 4o 1, 28014 Madrid (Spain). For more information: [www.confianzaonline.es](http://www.confianzaonline.es). Likewise, we inform you that, as an affiliated entity and under the terms of its Code, Confianza Online will be competent for the alternative resolution of any disputes regarding digital advertising and data protection related to this area. (<https://www.confianzaonline.es/como-reclamar>).

## 18. TERM OF THE AGREEMENT AND CONDITION PRECURSORY

This Contract shall enter into force for all Parties on the date of its acceptance and signing through the Platform.

Notwithstanding the foregoing, the effectiveness of this Agreement is subject to the fulfillment of the condition precedent, which consists of the mandatory achievement of the Project Financing Objective within the period established on the Platform (the "**Condition Precedent**"). At that time, the Platform shall inform each of the Parties, for this purpose, of their Committed Contribution and the percentage that it represents of the total share capital of the Promoter SPV. If the Financing Target is not reached, the Contract shall be terminated by operation of law and shall be null and void, without the Investor being entitled to claim any compensation or indemnification of any kind from the Platform by virtue of such termination. Consequently, the Platform shall be released from all obligations in relation to the Contract.

## 19. COMPLAINTS

The Platform has a Customer Protection Policy that details the procedures for Investors to file complaints and claims and the procedures for resolving them. The details of the Platform's Customer Service Department, through which complaints and claims will be resolved, are as follows:

- Head of Customer Service: Ms. Rocío Ábalo Nogueira
- Email: [sac.urbanitae@afincompliance.es](mailto:sac.urbanitae@afincompliance.es)
- Customer Service Telephone Number: +34 91 791 44 28
- Postal address: C/Marqués de Villamejor, 5, 28006, Madrid

The Platform is obliged to address and resolve any complaints and claims submitted by the Investor by any means to this service within two months of their submission. Once this period has expired, the Investor may refer the matter to the Complaints Service of the Spanish National Securities Market Commission.

## **20. SIGNATORIES' DETAILS**

In compliance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the "GDPR"), the signatories to this Agreement are informed that both the data collected in this Agreement and any other data provided in the future will be included in a personal data file for which each of the Parties is responsible, for the purpose of managing the maintenance, compliance, development, control, and execution of the provisions of this Agreement. Likewise, the signatories to this Agreement may exercise their rights of access, rectification, cancellation, where possible, and opposition at any time by email, telephone, or in writing to the contact details of each Party listed in clause 17 above.

## **21. GENERAL PROVISIONS**

The Platform shall inform the other Parties of any amendments to the Agreement that may arise as a result of changes in the applicable regulations or for any other objective reason or that are otherwise considered appropriate or convenient by the Platform. Such amendments shall be deemed accepted if the Parties do not express their opposition in writing within 15 calendar days. Any other modification to the Agreement requires the express consent of all the Parties.

This same procedure shall be implemented in the event that the consent of the Investor must be obtained, who shall adopt the corresponding decisions through the shareholders' meetings of the Vehicle Company convened for such purposes.

The expenses and taxes arising from the execution and performance of the Agreement and the transactions contemplated therein shall be borne by the Promoter SPV.

The Platform, the SPV Promoter, and the Investors may not assign the rights and obligations arising for them from the Contract, unless otherwise established in this document.

For anything not provided for in this Agreement, the provisions of the General Terms and Conditions available on the website [www.urbanitae.com](http://www.urbanitae.com) shall apply, which the user has declared to know and understand and accepts in their entirety.

The Parties consent to the formalization of the Contract by electronic means and the sending of any notifications to the email address [contacto@urbanitae.com](mailto:contacto@urbanitae.com), all in accordance with the applicable regulations.

## **22. LEGISLATION AND JURISDICTION**

This Contract and the agreement it constitutes shall be governed by the laws of Spain. The Parties expressly submit to the Courts and Tribunals of Madrid Capital for all matters that may arise from the validity, interpretation, or fulfillment of this Contract.

**Annex I**  
**Special Conditions**

We present a new project consisting of the development of a new residential development comprising 125 one-, two-, and three-bedroom homes in a single block divided into three entrances. The homes have terraces with sea views. The development also has 126 storage rooms, 125 parking spaces, and common areas such as a swimming pool, green areas, a gym, a sauna, a jacuzzi, and a community area on the top floor with a social club, swimming pool, and views of the Mediterranean.

Allonbay Hills is located next to Allonbay Village, where Quadratia has already developed six other projects, some in collaboration with Urbanitae. The project is located in an elevated area, on the seafront, and enjoys privileged views.

Villajoyosa is a renowned tourist destination both nationally and internationally on the Costa Blanca, 30 km from Alicante and 10 km from Benidorm. The municipality almost doubles its population in summer, to 65,000 inhabitants, benefiting from excellent road, rail, and air connections via Alicante International Airport. It is located next to Benidorm, a 30-minute drive from Calpe, and about 45 minutes by motorway from Jávea, Denia, and Gandía, also important tourist destinations on the Mediterranean coast.

The manager of this opportunity, QUADRATIA, is a company founded in 2005 whose management team has more than 50 years of experience in the real estate development sector, during which time it has participated in the development of more than 7,500 homes throughout the country, with a special focus on the Mediterranean coast and the international client segment.

In addition, QUADRATIA has developed all of Allonbay's residential developments to date, totaling nearly 225 homes sold and delivered between the Aqua (phases 1 and 2), Aster (phase 1), and Arena developments. Phase 2 of Aster and the Allonbay Aura and Allonbay Azure projects (financed through Urbanitae) are currently under construction, adding a total of 140 additional homes in the construction phase, of which 113 are already reserved. In addition, the Allonbay Alba project, financed by Urbanitae in May 2024, has another 13 homes reserved.

The Allonbay Urban Project will be the fifth development financed together with QUADRATIA through URBANITAE, following the Allonbay Aura, Allonbay Azure, and Allonbay Alba projects, located in the Allonbay sector, just a few minutes from Villajoyosa, and Allonbay Urban in the center of Villajoyosa. Work has already begun on the first two projects, and all the developments have maintained a very high sales rate. With Allonbay Urban, Quadratia aims to offer the Allonbay product in a more urban setting, in the center of Villajoyosa, benefiting from sea views and the advantage of being close to the town center's amenities.

The architectural project consists of a single block divided into three entrances, with a height of ground floor plus eight. The ground floor houses the common areas—gym, sauna, and jacuzzi—along with eight exclusive homes with large terraces, some with private gardens. From the first to the seventh floor, all the homes have been designed with a slight rotation to optimize the sea views. The top floor houses duplexes that maximize the space of the roof terraces.

The project has a capital gains strategy, which consists of a partnership with the developer to develop a project in Villajoyosa, Alicante, next to Allonbay Village. Contributions from Urbanitae investors will be delivered to the developer via a capital increase to the vehicle company that will bring together all the contributions from Urbanitae investors in the project: ALLONBAY HILLS PARTNERS, S.L. This company will subsequently increase the capital of the project's development company, ALLONBAY HILLS, S.L.

The land is owned by Quadratia together with a partner. The investment by Urbanitae investors will be used to acquire this partner's stake, facilitating its exit, as well as to cover the initial costs of the project until the developer loan is formalized. The manager is currently in the initial stages of negotiations with several banks to formalize the developer mortgage loan that will finance the execution of the work.



The building permit has been pending since May 2025 and is expected to be granted before the end of the year. The work is planned to be carried out in two phases to optimize deadlines and bring forward the granting of the developer loan. The first phase comprises 83 homes and the second phase 42.

Marketing of the project began in August 2025, and cash reservations have already been formalized for 24 of the 83 homes that make up the first phase (29%). The formalization of the purchase agreements will take place after the developer loan has been granted and in parallel with the start of construction work, which is scheduled for the first or second quarter of 2025.

Desfavorable	Favorable Urbanitae	Moderado
Equity Total (E)8.900.000€	Equity Total (E)8.900.000€	Equity Total (E)8.900.000€
Previsión de ingresos (i)39.268.935€	Previsión de ingresos (i)43.632.150€	Previsión de ingresos (i)43.632.150€
Previsión de costes (C)39.295.630€	Previsión de costes (C)38.272.295€	Previsión de costes (C)40.379.760€
Adquisición5.387.272€	Adquisición5.387.272€	Adquisición5.387.272€
Construcción24.489.866€	Construcción21.295.536€	Construcción24.489.866€
Desarrollo9.129.242€	Desarrollo11.300.237€	Desarrollo10.213.372€
Comisión Urbanitae289.250€	Comisión Urbanitae289.250€	Comisión Urbanitae289.250€
El escenario desfavorable contempla aumentos de costes y reducciones en precios de venta lo suficientemente altas para llegar a un resultado negativo.	<div>Rentabilidad estimada</div> <div><math display="block">\left(\frac{i - C}{E}\right) \times 100</math></div> <div>El escenario base o favorable contempla las estimaciones de ingresos por venta planteadas por el gestor, verificadas por Urbanitae y contrastadas por el informe de valoración de Sociedad de Tasación.</div>	El escenario moderado contempla una desviación al alza de los costes de construcción estimados por el gestor.