KEY INVESTMENT FACT SHEET

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

The adequacy of your experience and expertise 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 loss of some or all 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 the 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 not investing more than 10% of your net worth in crowdfunding projects.

You may not be able to sell the investment instruments whenever you want. Even if you can sell them, you could still suffer losses.

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(*) Directive 2014/49/EU of the European Parliament and of the Council of 16 April 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 3 March 1997 on investor compensation schemes (OJ L 84, 26.3.1997, p. 22).

Pre-contractual cooling-off period for non-experienced investors

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

Investors can exercise the right to revoke their investment by sending an email to contacto@urbanitae.com within a maximum of 4 calendar days from the time 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 operation	
Offer identifier (LEI code of the promoting company)	959800HW0N2TEG3R3M21
Promoter	INVERSIONES INMOBILIARIAS CONFORTHOGAR, S.L.U.
Project Name	Valencia | Albal II
Project Identifier	959800HW0N2TEG3R3M21000501
Type of offer and instrument	Equity Project: Entry of Urbanitae investors via Capital Increase
Target amount	2.000.000 €
Deadline	August 30

Part A: Information on the project promoter and the crowdfunding project

Promoter Information:

Developer information	
Company name	INVERSIONES INMOBILIARIAS CONFORTHOGAR, S.L.U.
Tax identification number	B40592347
Registered office	Avenida Al Vedat, 39, 1º A, 46900 Torrent (Valencia)
Company organisation. Administrative body	Sole Administrator: Ms. Miriam del Consuelo Moreno Nácher (DNI 53.357.378-T)
Registered office of the administrative body	Avenida Al Vedat, 39, 1º A, 46900 Torrent (Valencia)
Description of the company and business plan	Formed by deed on 11 June 2019, before notary Agustín Verdera Server (Torrent), protocol number 1422. Registered in the Mercantile Registry of Valencia, volume 10.695, folio 115, sheet V-188556 (registered on 09/07/2019). Duration: indefinite. Main activity code: CNAE 4110 – Real estate development. Corporate purpose: real estate development, non-financial leasing of urban properties, and holding interests in other companies.
Number of employees	0 employees
Number of projects previously funded on the platform	0
Share Capital Structure	Sole-shareholder limited company (S.L.U.) — Share capital: 1.100.000 €. Sole founding shareholder: Inversiones Torre Liceo, S.L.U. (CIF B98790892), represented by Ms. Miriam del Consuelo Moreno Nácher.
Internet domain address	-

DESCRIPTION OF FINANCIAL SITUATION Balance sheet 2024			
Non-Current Assets	**795.862,82 €**	**Equity**	**760.854,74 €**
Current Assets	**1.940.825,68 €**	**Non-current liabilities**	**- €**
Inventories	720.262,55 €	**Current Liabilities**	**1.975.833,76 €**
Trade and other receivables	1.100.998,82 €	Short-term debts	1.192.143,11 €
Short-term financial investments	118.114,57 €	Trade Receivables and Other Payables	663.260,48 €
Cash and cash equivalents	1.449,74 €	Debts with group companies	120.430,17 €
TOTAL ASSETS	**2.736.688,50 €**	**TOTAL LIABILITIES + EQUITY**	**2.736.688,50 €**

DESCRIPTION OF THE FINANCIAL SITUATION. Profit and Loss Account 2024	
Net income from turnover	- €
Changes in inventories	- €
Other operating expenses	-61.138,45 €
Other Results	10.000,00 €
Operating profit	-51.138,45 €
Financial expenses	-2.008,42 €
Profit before tax	**-53.146,87 €**

The project promoter declares that, to the best of its knowledge, no data has been omitted and the information is not substantially misleading or inaccurate. The project promoter is responsible for the preparation of this fundamental investment data sheet.

PropCo Information:

Propco information	
Company name	ARAMAR 2026 REAL ESTATE SOCIEDAD LIMITADA
Tax identification number	B27587930
Registered office	Plaza Concordia, 4, Entlo., Torrent, 46900 Valencia
Company organisation. Administrative body	Joint Administrators: Mr. Juan-Carlos Martínez Martínez (DNI 52748943F, born 16/03/1973) and Mr. Alberto Ferrando Ballester (DNI 48309367Y, born 09/10/1981)
Description of the company and business plan	Formed by deed on 1 April 2026, before notary Juan Piquer Belloch, protocol number 756. Registered in the Mercantile Registry of Valencia, sheet V-234003 (1st entry, published in the BORME on 17/04/2026). Main activity code: CNAE 6831 – Real estate intermediation services. Corporate purpose: real estate management, brokerage and advisory in real estate transactions, and the acquisition, development, holding, administration, operation and disposal of real estate assets.
Number of employees	0 employees
Number of projects previously funded on the platform	0
Share Capital Structure	Limited company (S.L.) — Share capital: 3.000 €. Beneficial owners: Mr. Juan-Carlos Martínez Martínez - Ms. Miriam del Consuelo Moreno Nácher (DNI 53357378T) 30% direct interest.
Internet domain address	-

DESCRIPTION OF FINANCIAL SITUATION Balance sheet 2024			
Non-Current Assets	**- €**	**Equity**	**3.000,00 €**
Current Assets	**3.000,00 €**	**Non-current liabilities**	**- €**
Inventories	- €	**Current Liabilities**	**- €**
Trade and other receivables	- €	Current liabilities	- €
Cash and cash equivalents	**3.000,00 €**	Trade and other payables	- €
TOTAL ASSETS	**3.000,00 €**	**TOTAL LIABILITIES + EQUITY**	**3.000,00 €**

DESCRIPTION OF THE FINANCIAL SITUATION Profit and Loss Account 2024	
Changes in inventories	- €
Operating expenses	- €
Profit from operations	- €
Corporate income tax	- €
Net profit/(loss)	- €

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

(a) **Minimum amount of capital to be raised for each crowdfunding offer**

2,000,000 euros

Number of bids (public or private) completed by the project promoter or crowdfunding service provider for the project concerned

Type of offer and instruments offered	Date of achievement	Amount [raised/borrowed] and target amount (including, in the case of currencies other than the euro, the euro equivalent and the date of the conversion rate)	Other relevant information, if any

	None	Not applicable	Not applicable	Not applicable	
(b)	**Time frame for achieving the target capital to be raised** August 30				
(c)	**Information on the consequences if the capital raising objective is not achieved within the deadline** In the event of not reaching the target of funds taken, investors will be returned their committed contribution within a maximum period of 5 working days from the aforementioned non-compliance, at no cost to investors.				
(d)	**Maximum amount of the offer, if it differs from the minimum capital amount referred to in point (a)** It doesn't differ.				
(e)	**Amount of own resources committed by the project promoter in the crowdfunding project** The amount of capital corresponding to the developer and its investors after the entry of the crowdfunding will be equivalent to €1,660,000.				
(f)	**Changes in the capital composition of the project promoter related to the crowdfunding offer** PropCo will execute a capital increase by giving entry (i) to the users of the platform based on their committed contribution, assigning them a % of the share capital; and (ii) the developer.				

Part C: Risk Factors

Exposure of the main risks

Type 1 – Project Risk

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

Type 2 – Sector Risk

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

Type 3 – Risk of default

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

Such risks may be caused by a variety of factors, including, but not limited to: (serious) change in macroeconomic circumstances, mismanagement, fraud, funding not being in line with the corporate purpose, failure to raise the funding, or lack of liquidity.

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

The risk that the performance will be lower than expected will be 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 not be able to provide its services, temporarily or permanently.

Type 6 – Investment illiquidity risk

Investors will not have the ability to obtain liquidity from their investment until the completion of the project.

Type 7 – Other risks

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

Part D: Information on the offering of marketable securities and the instruments eligible for crowdfunding

(a)	**Total amount and type of marketable securities to be offered** (a) Issuer Name: RIVENDEL PROPERTIES 9, S.L (b) Description: capital increase for the purchase of land and the development of 240 flats in Albal (c) Capital amount: 2,000,000 euros. (d) Return of the capital after the repayment of the obligations contracted by the company.
(b)	**Subscription Price** The amount of the negotiable securities amounts to €2,000,000, with a minimum participation of €500 per investor.
(c)	**Whether subscription overdemand is accepted and how it is allocated** Overdemand is not accepted
(d)	**Subscription and payment conditions** Access to the subscription and payment conditions can be consulted in the investment contract that is available in the project documentation section published on the platform. It can be consulted in the investment contract (Annex I).
(e)	**Custody and delivery to investors of negotiable securities** The custody and delivery services to investors will be provided by LEMON WAY, registered in the Register of Payment Institutions of the Bank of Spain (BdE), under the heading "Community payment institutions operating in Spain without an establishment (Article 25 of Directive 2007/64/EC and Article 11 of Law 16/2009) and MANGOPAY, as an entity authorised by the Financial Sector Supervision Commission, in accordance with Directives 2009/110/EC and 2015/2366/EU.
(f)	**Information regarding the guarantee or security interest with which the investment is guaranteed (if applicable):** Not applicable
(g)	**Information regarding the firm commitment to repurchase negotiable securities** **Description of the repurchase agreement** It is not planned, if a decision is necessary in this regard, it will be submitted to a Shareholders' Meeting where all investors will have the right to vote. **Time Period for Buyback** Not applicable
(h)	**Interest rate and maturity information** Not applicable **Nominal interest rate** Not applicable **Date from which interest is payable:** Not applicable **Interest Payment Dates:** Not applicable **Maturity date (including interim redemptions, where applicable):** Not applicable

	Applicable Performance: Not applicable

Part E: Information on the Conduit Entity

(a)	**Is there an instrumental entity interposed between the project's PropCo and the investor?** Yes
(b)	**Contact details of the special purpose vehicle** Web: https://www.ajptaxlegal.com// Email: inversores@ajptaxlegal.com

Part F: Investor's Rights

(a)	**Principal rights inherent in negotiable securities** Brief description of the main rights implicit in the instruments, grouped by groups, such as: (a) Dividend rights: Yes (b) Voting rights: Investors will have the right to vote to approve a substantial change in the conditions of the project (c) rights of access to information: Yes (d) Pre-emptive acquisition rights in bids to subscribe instruments of the same class: No (e) Right to share in the issuer's profits: Yes (f) right to share in the surplus in the event of liquidation: Yes (g) Refund rights: No (h) Conversion Rights: No (i) clauses granting a joint right of exit in the event of an operational event: Not applicable Within the documentation associated with the project, the investor will have access to the Articles of Association of the Vehicle Company.
(b) y (c)	**Restrictions on Marketable Securities and Description of Any Restrictions on Trading** Access to the restrictions to which negotiable securities are subject and the description of any restrictions can be consulted in the investment contract that is available within the documentation section of the project published on the platform. Review Annex I.
(d)	**Investor's ability to divest from the investment** Not possible through the Platform
(e)	**In relation to equity instruments, the distribution of capital and voting rights before and after the capital increase resulting from the offer, assuming that all marketable securities are subscribed.** Access to the distribution of capital and voting rights after the capital increase will be available in the private area of each of the users who have subscribed to the financing campaign. Voting rights will be maintained after enlargement.

Part G: Loan-Related Communications

Equity Project. This section does not apply.

Part H: Fees, Information and Remedies

(a)	**The fees and costs borne by the investor in relation to the investments (including administrative costs resulting from the sale of eligible crowdfunding instruments)** 0€
(b)	**Where and how to obtain free of charge additional information on the crowdfunding project, the project promoter and, where applicable, the special purpose vehicle** On the Platform's website. Within the published project in question, in the documentation section
(c)	**How and to whom the investor can address a complaint about the investment or about the conduct of the project promoter or crowdfunding service provider** In the event of a claim about the investment, you can contact contacto@urbanitae.com by electronic correct.

ANNEX

INVESTMENT CONTRACT

ON THE ONE HAND

URBANITAE REAL ESTATE PLATFORM, S.L., A Spanish company, with N.I.F. 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

ARAMAR 2026 REAL ESTATE, S.L., a Spanish company, with N.I.F. nº B-27587930 and registered office at Plaza Concordia, 4, Entlo., 46900, Torrent (Valencia), as a registered promoter on the Platform's website, (hereinafter, the "**SPV Promotora**").

AND, ON THE OTHER HAND,

RIVENDEL PROPERTIES 9, S.L., a Spanish company, with N.I.F. nº B-23819980 and calle Diego de León 25, bajo B. 28006, Madrid**,** as a promoter registered on the Platform's website, (hereinafter, the "**Vehicle Company**"). The Promoter and the Vehicle Company, together with the Platform and the Investor will be referred to as the "**Parties**".

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

THEY STATE

I. That the Platform, which is authorised as a provider of participatory financing services by the National Securities Market Commission, file number 2023045268 and authorised by licence number 4, is a company that puts in contact a limited number of users, called investors (natural or legal persons) who offer financing in exchange for a monetary return, with users who request financing in their own name to allocate it to a participatory financing project of a real estate type, called promoters.
II. That the Platform is a "*crowdfunding platform*" within the meaning of Article 2 of Regulation (EU) 2020/1503 of the European Parliament and of the Council of 7 October 2020 on European crowdfunding service providers 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 is, among others: the "*Intermediation services for real estate activities"* (CNAE 6831).
IV. That, likewise, the Vehicle Company is a limited liability company whose corporate purpose is, among others: the "*Other business management consulting activities*" (CNAE 7020).
V. That the Platform has presented to the users registered on its website a project by virtue of which the Investor, together with other investors (jointly referred to as the "**Investors**"), are going to subscribe to a capital increase to be executed by means of monetary contributions in the Vehicle Company. The objective of this increase is (i) the acquisition by the Vehicle Company of shares within the framework of a capital increase of the SPV Promotora, and (ii) the development of a real estate development consisting **of 240 multi-family homes with 1 to 3 bedrooms, distributed in 3 towers, with 230 parking spaces** located on Avenida Padre Carlos Ferris, municipality of Albal, Valencia, on the registered property number 12,461 of the Land Registry of Albal, municipality of Albal (Valencia), with a buildable area of 17,500 m² (the "**Finca**"). All of the foregoing, based on a forecast of specific economic and temporal conditions (the "**Project**").
VI. That the Investor has expressed to the Platform its interest in participating in the Project through its indirect participation in the share capital of the Promoter through the delivery of a monetary contribution (the "**Investment**"), assuming the risk and risk of the Project in order to obtain, where appropriate, the benefits that may be generated.

In accordance with the foregoing, the Parties, in the respective nature and interest they represent, have agreed to formalize this Agreement, which will be governed by the following:

STIPULATIONS

0. PURPOSE

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

1. PRE-CONTRACTUAL COOLING-OFF PERIOD

As indicated in Article 22 of Regulation (EU) 2020/1503, the Investor, if considered as a non-professional investor, will have a period of four calendar days, counting from the moment of the investment offer or the expression of interest, on his part, in this Project.

during which it may revoke its investment offer or expression of interest in the participatory financing offer at any time, without the need to justify its decision and without incurring any penalty.

To exercise this right, the Investor will have to send an email to contacto@urbanitae.com within a maximum period of four calendar days from the date of submitting 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 this term is defined below) with new investors other than the Investor.

2. COMMITTED CONTRIBUTION

The Platform will publish on its website the total and aggregate monetary amount necessary for the correct development and execution of the Project (the "**Financing Objective**"), in order to be publicized among potential investors. For the purposes of the Contract, the Investor's Committed Contribution shall be understood as the specific amount that the Investor authorises and commits, through the Platform, to finance the Project, thereby contributing to achieving the Financing Objective.

The Investor, by entering into the Agreement, undertakes, subject to the Condition Precedent described in clause 18, to deliver funds of a monetary nature as share capital to the Promoter, which accepts them (the "**Committed Contribution**"), in the amount that appears in the specific conditions that are provided to this Agreement as **Annex I** (the "**Specific Conditions**").") in order to subscribe the number of shares of the Vehicle Company (taking this in turn participation of the Promoter) that correspond proportionally to it on the Financing Objective. All the shares to be subscribed will be of the same series and class, and, therefore, will have the same rights attributed.

Once the Financing Objective 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 owned by the Vehicle Company. To this end, the Investor, by adhering to this Agreement, grants through the Platform, an irrevocable mandate so that, once the Financing Objective is reached, the following actions are carried out

(i) the corresponding transfer in favour of the SPV Promotora as a share capital increase.
(ii) the formalisation, in the name and on behalf of the Investor, of the aforementioned share capital increase, including the subscription and disbursement of the number of shares that correspond to them in proportion to their Committed Contribution to the Financing Objective; y
(iii) the execution of as many public and private documents as may be necessary, convenient or appropriate for the purposes of the correct granting, execution 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 the documentation that may be required by the Platform for this purpose. The shareholders' agreement will not be published on the Platform, given the sensitive and confidential nature of its content, and it will be available to the Investor for examination only at the registered office of the Platform.

The Financing Objective will be provided to the Promoter and will be used exclusively to increase the capital in the Promoter for the financing of the Project, as well as to meet the expenses foreseen in this Agreement, in accordance with the particularities described in the Project published by the Platform on its website.

3. THE ADMINISTRATIVE BODY OF THE VEHICLE COMPANY

The administrative body of the Vehicle Company will take the form of one (1) sole administrator appointed for an indefinite period, this being AJP ACCOUNTING, TAX & LEGAL, S.L.P., with its representative being a natural person D. ALVARO JOSÉ PAVÍA CERVERA (the "**Board of Directors of the Vehicle Company**").

4. PROJECT DEVELOPMENT AND EXECUTION AND EXPENDITURE POLICY

Under the Financing Objective, the Investor authorises the SPV Promotora 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 foreseen particularities, the SPV Promoter will submit the authorisation of the new conditions to the Investors through the website. The possibility for the Promoter to subscribe to debt for the purpose of financing the development of the Project is expressly recognized.

Likewise, the following expenses will be borne by the SPV Promotora under the Financing Objective: (i) capital increase expenses 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, acquisition 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 Promotion; (iv) expenses and taxes derived from the marketing of the Promotion; (v) administration fees related to the Promotion; (vi) commissions paid to corresponding 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 the Platform's website; (viii) financial expenses and amortization of third-party debt taken 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 of the Promoter that may eventually be agreed between Investors, as partners, and users registered on the Platform's website are excluded, which will be paid by the Parties as agreed between the transferor and the acquirer.

5. DIVESTMENT

The Parties acknowledge that the Investor has made its Committed Contribution with the commitment that the Promoter SPV will proceed with the sale of the Development subject to the Project (the "**Divestment**") within a limited time horizon. The Investor authorises the SPV Promotora to sell the real estate units that make up the Development at any time during its development, provided that the conditions of sale are in accordance with the provisions of the Project and the remaining assets are used as remuneration for the Investment under the terms expressed in this Agreement.

In the event that, as a result of the situation of the real estate market, at the time of the Divestment the sale price of any real estate unit that makes up the Development is lower than that foreseen in the Project, the SPV Promotora will obtain through the Platform the authorisation of the Investors for the new conditions of disposal. The authorisation shall be deemed to have been granted in accordance with the provisions of clause 19 ("**General Provisions**") below.

6. DISTRIBUTIONS

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

The entire return obtained from the Divestment, net of the corresponding operating expenses, insurance and taxes, will be distributed to the Investors in accordance with the legal formula that is considered most efficient at any given time. Distributions may be made in the form of dividend distributions, share capital reductions or liquidation quotas (hereinafter, the "**Distributions**").

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

The Distributions will be paid into the payment account held by the Vehicle Company in the payment institution with which the Platform operates and the taxes that are legally required to be withheld will be deducted from them.

If necessary, the Investor undertakes to adopt or to have adopted the corresponding agreements to proceed in accordance with the legislation applicable to the Distributions. In-kind distributions will not be possible.

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

The Investor acknowledges that extraordinary circumstances not foreseen in the Project (but not limited to: falling prices in the real estate market, decreased demand, increased construction costs, delay in the administrative deadlines for obtaining permits or licenses) may lead to the Distributions to be obtained in the future being delayed or less than its Committed Contribution, assuming as participants in the share capital the risk and venture of the Investment.

7. PRINCIPLES OF ACTION OF THE PROMOTING SPV

The SPV Promotora undertakes to ensure that its activity is in accordance with the provisions of the Project published on the Platform's website, and in particular, that the Financing Objective is used exclusively for the purpose envisaged in the Project.

Specifically, but not limited to, the SPV Developer, once the Property has been acquired, must carry out the following procedures:

(i) the execution, promotion and marketing of the Promotion in the manner described in the Project;

(ii) the overall management of the company acquiring and holding the Property (the SPV Promotora) from the signing of this Contract, including, among others, the following tasks:
- keep the accounts of the same up to date;
- to settle the corresponding taxes;
- to convene, attend and participate in the ordinary and extraordinary general meetings held by the company, when the Platform so requires, to deal with, among others, matters affecting the Property; y
- to provide, through the Platform, updated 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 make up the same must be carried out taking into consideration the medium-term Divestment objective and in accordance with the Distributions policy indicated in the previous clause;

(iv) carry out the tasks necessary to start up and execute the Project, limiting the availability 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 minimisation of expenses, in accordance with the objectives of the Project;

(v) once the estimated period for the sale has elapsed that has been set in the information of the Project published on the Platform's website, it will actively promote the search for offers aimed at Divestment;

(vi) the management and marketing contract of the Promotion must be a contract in market terms, both with respect to fees and economic conditions, as well as in the scope of the services provided, compliance with the applicable regulations and assumption of responsibilities before the Promoter for non-compliance with its obligations; y

(vii) the Promoter must at all times have the corresponding insurance policies that cover all the risks inherent to the development and operation of the Project, including, but not limited to, both civil and multi-risk liability and ten-year liability in relation to the real estate asset that makes up the Development.

8. OBLIGATIONS TO INFORM MEMBERS

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 inform the partners of the commercial companies that the Promoter's administrator must comply with in accordance with the applicable legislation.

9. INVESTOR RELATIONS

In the event of any inconsistency between the provisions of this Agreement and the Bylaws, the provisions of the Agreement shall prevail between the Parties.

The Parties irrevocably undertake to adopt, once the suspensive condition referred to in clause 18 has been met, all those corporate resolutions of the General Meeting or of the administrative body that are necessary to carry out any of the agreements established in the Agreement and, to this end, to convene, notify, and carry out all the necessary actions so that said bodies can meet validly by telematic means through the website website of the Platform for the adoption of agreements, as well as all those subsequent acts that are necessary or convenient for the most complete effectiveness of the agreements adopted by them.

10. ADMINISTRATIVE BODY OF THE PROMOTING SPV. CONFIGURATION AND PERFORMANCE

The administrative body of the SPV Promotora will take the form of two (2) joint/joint administrators, these being **Mr. Juan-Carlos Martínez Martínez (DNI 52748943F) and Mr. Alberto Ferrando Ballester (DNI 48309367Y)** (the "**Administrative Body of the SPV Promotora**").
The Parties agree that the Management Body of the Promoter SPV, except with the prior written consent of the Investors (as set out in clause 19 ("**General Provisions**"), may in no event take any of the following decisions: (i) grant powers of attorney to act on behalf of the Promoter other than the proper execution and marketing of the Promotion; (ii) making payments or transactions with an entity linked to the Promoter's Board of Directors, except those arising from the provisions of the contracts for the provision of services provided for in the Project, in the bylaws of the SPV Promotora (the "**Bylaws of the SPV Promotora**") or in this Agreement and (iii) approval of expenses or acquisitions of shares not provided for in this Agreement.

11. GENERAL MEETING OF THE SPV PROMOTORA

The General Meeting of SPV Promoter members will be governed by the provisions of the Articles of Association of SPV Promoter, 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 conclusion and adoption of agreements is that provided for by law.

The Parties accept that attendance and voting at the General Meeting of the Promoter SPV will be carried out by electronic means (by accepting the voting mechanism that the Platform's website will make available to the Investors). In this way, the signature by electronic means constitutes the granting of a specific power of attorney in favor of the administrative body or any other representative that is included for this purpose in the proxy document, being duly represented at the corresponding General Meeting and exercising the right to vote of the corresponding shareholder, in the manner indicated by the latter or, in the absence of an investigation, in which it deems appropriate, and this without prejudice to the agreement on the syndication of voting provided for below.

The Investors undertake before the SPV Promotora and each other to vote in favour of any proposal for the sale of the real estate units that make up the Development that is proposed by the SPV Promotora and the Sociedad Coche to the General Meetings of the SPV Promotora and the Sociedad Vehicle, provided that its transfer results in a sale price equal to or higher than that determined by the "base" sale objective established in the Project published on the Platform's website.

12. TRANSFER OF SHARES

The transfer of the Promoter's shares will be governed by the provisions of the Articles of Association of the Promoter, drafted in accordance with current legislation.

13. REPRESENTATIONS AND WARRANTIES IN RELATION TO THE PROMOTER SPV AND THE VEHICLE COMPANY

The representative of the Vehicle Company declares that it is a company of Spanish nationality, validly constituted and existing in accordance with Spanish law, constituted for an indefinite period on **19/09/2025**. The representative of the Vehicle Company declares that the company is registered in the Mercantile Registry of **Madrid**.

The representative of the SPV Promotora declares that it is a company of Spanish nationality, validly constituted and existing in accordance with Spanish law, incorporated for an indefinite period on **01/04/2026**. The representative of the Promoter declares that the company is registered in the Mercantile Registry of **Valencia.**

The SPV Promotora declares for the appropriate purposes, by virtue of this Agreement, that other previous real estate development projects have not been carried out through this same company, and therefore it is a company intended solely for the development of the Development. In addition, the SPV Promoter declares that in no case will expenses, costs or damages arising from activities other than the execution of the Project, including the execution and marketing of the Promotion, be borne under the Financing Objective.

14. INFORMATION REGARDING PAYMENTS AND RISKS ASSOCIATED WITH OPERATIONS

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

The Investor declares to have read and understood the risks associated with the operation and investment described on the Platform's website and, in particular, declares to be aware of the risk of total or partial loss of the capital invested as an Investment, the risk of not obtaining the expected monetary return as well as the risk of lack of liquidity to recover the investment, as a result of the restrictions on the free transferability inherent in the legal regime of limited liability companies, the risk of dilution of the stake 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.

15. FEES

The following fees will be accrued in favour of the Platform and at the expense of the SPV Promoter:

- **Project fee**: Once the capital increase has been formalised, the SPV Promoter must pay the Platform the project fee indicated in the Specific Conditions, which is calculated on the Committed Investments, plus the Value Added Tax that is legally applicable.
- **Any other fees or expenses attributable** to the SPV Promotora by the Platform or any unpaid debt collection agency hired by the Platform in relation to the Investment, such as, but not limited to, research expenses, unpaid debt collection agency, as well as any other expenses incurred by obtaining the necessary reports for its granting, Claim, investigation of assets or their charges, collection management, registry consultations, obtaining notary certificates and requirements by notary, postal, telegraphic, burofax or similar means, as well as any other justifiable external expense that occurs until the regularization of any overdue debtor position.
- **Taxes:** Taxes arising from the execution and performance of this Agreement shall be paid in accordance with the law.

16. NOTIFICATIONS

The Parties consent to the formalization of this Agreement by electronic means and the submission of any

notifications to the e-mail address contacto@urbanitae.com, by this means the provisions of Law 34/2002, of 11 July, on information society services and electronic commerce and Law 22/2007, of 11 July, on distance marketing of financial services intended for consumers, are applicable.

It is the responsibility of the Promoter to reliably communicate any change in the contact details indicated, and until such change is not properly communicated to the Platform, the data currently available will be valid for the accreditation of any notification in relation to this Agreement.

Our entity is a member of Confianza Online (Non-profit Association), registered in the National Registry of Associations Group 1, Section 1, national number 594400, CIF G85804011, Carrera de San Jerónimo, 18, 4o 1, 28014 Madrid (Spain). For more information: www.confianzaonline.es. Likewise, we inform you that, as a member entity and under the terms of its Code, Confianza Online will be competent for the alternative resolution of possible disputes in the field of digital advertising and data protection related to this area. (https://www.confianzaonline.es/como-reclamar).

17. VALIDITY OF THE CONTRACT AND SUSPENSIVE CONDITION

This Agreement shall be effective with respect to all Parties on the date of its acceptance and subscription through the Platform.

Notwithstanding the foregoing, the effectiveness of this Agreement is subject to compliance with the condition precedent, consisting of the mandatory achievement of the Project Financing Objective within the period established in the Platform (the "**Condition Precedent**"). At that time, the Platform will inform each of the Parties, for this purpose, of their Committed Contribution and the percentage that it represents over the total share capital of the SPV Promoter. If the Funding Objective is not reached, the Contract will be terminated by operation of law and without any effectiveness, without the Investor being able to claim compensation or indemnity of any kind from the Platform by virtue of such resolution. Consequently, the Platform shall be released from any obligation in relation to the Contract.

18. COMPLAINTS

The Platform has a Client Defence Regulation detailing the procedures for the submission of complaints and claims by the Investor and the procedures for resolving them. The Platform's Customer Service details through which complaints and claims will be resolved are as follows:

- Customer Service Manager: Ms. Rocío Ábalo Nogueira
- Email: sac.urbanitae@afincompliance.es
- Customer Service Phone: +34 91 791 44 28
- Postal address: C/Marqués de Villamejor, 5, 28006, Madrid

The Platform has the obligation to attend to and resolve complaints and claims submitted by the Investor by any means to this service within two months of their submission. At the end of this period, the Investor may go to the Complaints Service of the National Securities Market Commission.

19. DATA OF THE SIGNATORIES

In compliance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 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 of this Agreement are informed that both the data collected in this Agreement and any other data they provide in the future, will be included in a personal data file under the responsibility of each of the Parties, in order to manage the maintenance, compliance, development, control and execution of the provisions of this Contract. Likewise, the signatories of this Agreement may exercise, at any time, their rights of access, rectification, cancellation, in those cases in which it is possible, and opposition, by email, by telephone or in writing to the contact details of each Party that appear in stipulation 17 above.

20. GENERAL PROVISIONS

The Platform will inform the other Parties of any modifications to the Contract that may occur 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 modifications will be understood to be accepted if the Parties do not express their opposition in writing within 15 calendar days. Any other modification of the Agreement requires the express agreement of all the Parties.

The same procedure will be implemented in the event that the Investor's consent has to be obtained.

The expenses and taxes arising from the execution and execution of the Contract and the operations contemplated therein will be borne by the Promoter.

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

For anything not provided for in this Contract, the provisions of the General Terms and Conditions of Contract available on the www.urbanitae.com website will apply, which the user has declared to know and understand and accepts in all their terms.

The Parties consent to the formalisation of the Contract electronically and the sending of any notifications to the email address contacto@urbanitae.com, all in accordance with the applicable regulations.

21. LEGISLATION AND JURISDICTION

This Agreement 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 questions that may arise from the validity, interpretation or compliance of this Agreement.

ANNEX I

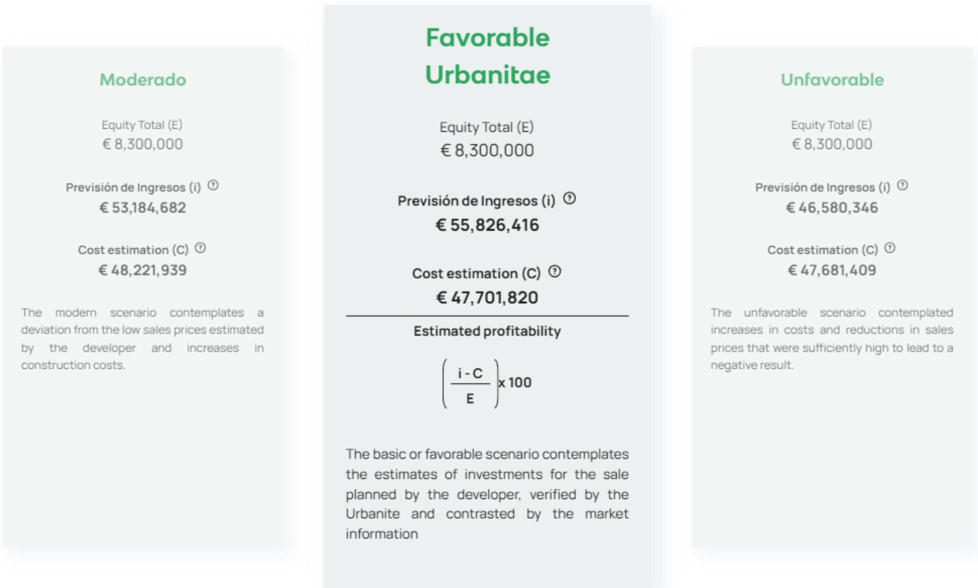
We present a new real estate development project consisting of the development of 240 multi-family homes with 1 to 3 bedrooms, distributed in 3 towers, with 230 parking spaces (plus 146 spaces in the adjoining building), on Avenida Padre Carlos Ferris, in the municipality of Albal (Valencia). The homes are conceived with compact exterior typologies on the four facades of each tower, combining private spaces with common areas typical of the complex. Marketing foresees an absorption rate of approximately 8 units per month over 30 months of marketing. The financing of the work is structured through senior bank financing.

As for its location, the land is located in the municipality of Albal, in the region of l'Horta Sud, less than 10 km from the centre of Valencia, with direct access by road via the V-31 and the A-7, as well as a new Renfe station under construction 400 metres away. which will connect Albal with the centre of Valencia in less than 15 minutes. Albal presents a stable and growing demographic evolution, with a consolidated residential base typical of the metropolitan area of Valencia. The municipality stands out for its eminently residential character and for its proximity to the capital, with an economy supported by services, commerce and industrial and logistics activity linked to its strategic position in the A-7/V-31 corridor.

The project has a capital gains strategy, which consists of the alliance with the developer for the development of a residential development in Albal, Valencia.

The contributions of Urbanitae's investors will be delivered to the developer via a capital increase to the vehicle company that will bring together all the contributions of Urbanitae's investors in the project. This company will subsequently increase capital in the company promoting the project.

The management model guarantees a total alignment of interests since the developer and its partners will invest their own capital (€1,660,000) together with the capital contributed by Urbanitae's investors in this Section 1 (€2,000,000), and additional co-investors amounting to €4,640,000.



The total profitability of a project is the INGRESS FORECAST less than the COST ESTIMATE, divided between the TOTAL EQUITY. *These forecasts are just estimates, and are subject to variations that may arise from the economic, social or other natural situation and the length of the project lifespan.*

Economic Summary - Equity		
1. Acquisition costs	**6.827.300 €**	**390 €/m²**
Acquisition	6.700.000 €	383 €/m²
Notary, registry, taxes (AJD / ITP)	127.300 €	7 €/m²
2. Construction costs	**29.614.746 €**	**1.692 €/m²**
Main-use construction costs (above ground, with terraces)	25.375.000 €	1.450 €/m²
Surface parking construction costs	3.650.000 €	450 €/m²
Other construction costs	253.750 €	15 €/m²
External site development	275.996 €	16 €/m²
Internal site development (garden, pool, common areas)	60.000 €	16 €/m²
3. General costs	**3.585.125 €**	**205 €/m²**
Technical fees and studies	1.312.800 €	75 €/m²
Fees and taxes (license, ICIO, LPO, ON, DH)	1.564.519 €	89 €/m²
Insurance and others	707.806 €	40 €/m²
Other structuring costs	301.600 €	17 €/m²
4. Management fee	**1.054.792 €**	**60 €/m²**
Management fee	1.054.792 €	3% /HC+SC
5. Urbanitae commission and associates	**255.000 €**	**15 €/m²**
Urbanitae fees	130.000 €	7 €/m²
Asset Management	50.000 €	3 €/m²
Legal costs, DD, N&R	75.000 €	4 €/m²
6. Estimated financial expenses	**2.154.505 €**	**123 €/m²**
Structuring and arrangement costs	130.000 €	7 €/m²
Financial interest	1.466.275 €	84 €/m²
Guarantees and insurance cost	558.230 €	32 €/m²
7. Sales and marketing target	**54.716.887 €**	**3.127 €/m²**
Total sales value	55.476.416 €	3.170 €/m²
Parking sales value	350.000 €	20 €/m²
Marketing costs	1.109.528 €	2% /ventas
8. Estimated corporate income tax	**2.684.865 €**	**153 €/m²**
CIT	2.684.865 €	26%

Deal structure - Equity		
Total capital contributed	**8.300.000 €**	
Developer and partners' contribution Tranche 1	900.000 €	11%
Developer and partners' contribution Tranche 2	760.000 €	9%
Urbanitae - Tranche 1	2.000.000 €	24%
Co-investors' contribution - Tranche 1	1.600.000 €	19%
Co-investors' contribution - Tranche 2	3.040.000 €	37%
Total financing (loan and customer payments on account)	**35.598.007 €**	
Loan - Construction tranche	24.502.724 €	
Customer payments on account	11.095.283 €	
Total project	**43.898.007 €**	

Economic scenarios	Moderate	Favorable	Unfavorable
Total forecast revenues (1)	53.184.682 €	55.826.416 €	46.580.346 €
Total forecast costs (2)	- 48.221.939 €	- 47.285.862 €	- 47.681.409 €
Equity contributed (3)	8.300.000 €	8.300.000 €	8.300.000 €

Financial summary		
Sales revenues		55.826.416 €
(-) Acquisition costs	-	6.827.300 €
(-) Construction costs	-	29.614.746 €
(-) General costs	-	3.585.125 €
(-) Management costs	-	1.054.792 €
(-) Urbanitae commission and associates	-	255.000 €
(-) Estimated financial expenses	-	2.154.505 €
(-) Selling costs	-	1.109.528 €
(-) Estimated corporate income tax. Liquidation of S.L.	-	2.684.865 €

Area breakdown	
Buildable area (main use) - above ground	17.500 m²
Surface parking area	7.300 m²
Terraces area	-
Plot area:	3.700 m²

The profitability calculation is defined as the difference between the forecast revenues (1) and costs (2), divided by the equity contributed to the project (3).

(1) Estimate of revenues defined by the developer from the sale of the completed project. In the favorable scenario, prices have been benchmarked against the market report (see market report).

(2) Estimate of the economic resources required to complete the development of the project. Includes the estimated cost arising from the payment of corporate income tax.

(3) Own funds contributed by all partners to the project

A favourable distribution structure has been agreed with the sponsor with a return of up to 21.15% IRR for Tranche 1. The second equity tranche, foreseen at a later stage, will have a preferential return of up to 17.3% IRR, and the distribution of the excess return is distributed between 67% for the developer, 23% for Tranche 1, 8% for Tranche 2 and 2.5% for the capital structure.