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 suitability 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 insurance 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 not investing more than 10% of your net worth in crowdfunding projects. You may not be able to sell the investment instruments when you want to. Even if you can sell them, you could still suffer losses. ____________ (*) 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 Non-experienced investors benefit from a cooling-off period during which they may, at any time, revoke their offer to invest or to express interest in the crowdfunding offer without the need to justify their decision and without incurring a penalty. The cooling-off period starts at the time when the potential non-experienced investor makes an investment offer or expresses their 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)	529900XRG1AOQAGTHI55
Promoter	EDISTAA HOGAR, S.L.
Project Name	Huelva | Azurea El Rompido Project
Project Identifier	529900XRG1AOQAGTHI5500000515
Type of offer and instrument	Equity Project: Entry of Urbanitae investors via Capital Increase
Target amount	920.000 €
Deadline	October 14

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

Promoter Information:

Información del promotor	
Denominación social	EDISTAA HOGAR, S.L.
Número de identificación fiscal	B-21.481.916
Domicilio social	El domicilio social será Calle Puerto 16, 6º izda, 21001, Huelva, España
Organización social. Órgano de administración	El órgano de administración adoptará la forma de UN (1) Administrador Único siendo este Eduardo Bañez García
Domicilio social órgano de administración	El domicilio social será Calle Puerto 16, 6º izda, 21001, Huelva, España
Descripción de la sociedad y del plan de actividades	Según Escritura de Constitución del día 30 de diciembre de 2009, ante el notario Don Luis Gutiérrez Diez, bajo el número 2.136 de su orden de protocolo, siendo su actividad entre otros el CNAE número 4110.
Número de empleados	4 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: FOUR SONS OCCIDENTAL, S.L. 250.000 €
Dirección del dominio de internet	https://edistaa.es/

DESCRIPCIÓN DE LA SITUACIÓN FINANCIERA. Balance de situación 2024			
Activo No Corriente	16.120,24 €	Patrimonio neto	723.156,47 €
Activo Corriente	1.398.183,16 €	Pasivo no corriente	642.055,83 €
Existencias	553.061,27 €	Pasivo corriente	49.091,10 €
Deudores comerciales y otras cuentas a cobrar	10.828,28 €	Deudas a corto plazo	32.032,79 €
Inversiones financieras a corto plazo	608.066,35	Acreedores comerciales y otras cuentas a pagar	17.058,31
Efectivo y otros activos líquidos equivalente	226.227,26 €		
TOTAL ACTIVO	**1.414.303,40 €**	**TOTAL PASIVO + PATRIMONIO NETO**	**1.414.303,40 €**

DESCRIPCIÓN DE LA SITUACIÓN FINANCIERA. Cuenta de Pérdidas y Ganancias 2024	
Variaciones de existencias	210.348,95 €
Aprovisionamientos	-229.401,02
Otros gastos de explicación	-96.954,27
Otros Resultados	3.400,00
Resultado de explotación	65.893,66
Gastos financieros	-26.174,07
Resultado antes de impuestos	39.719,59

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

PropCo Information:

Información del promotor	
Denominación social	CARRARA PROPERTIES 2, S.L.
Número de identificación fiscal	B-26.905.695
Domicilio social	Calle Diego de León 25 – Bajo B (Madrid). España
Organización social. Órgano de administración	Administrador único: AJP ACCOUNTING TAX & LEGAL, S.L.P. y D. Álvaro José Pavía Cervera como representante persona física
Domicilio social órgano de administración	Calle Diego de León 25 – Bajo B (Madrid). España
Descripción de la sociedad y del plan de actividades	Según Escritura de Constitución del día 6 de marzo de 2025, ante el notario Don Juan Aznar de la Haza , bajo el número 1.242 de su orden de protocolo, siendo su actividad entre otros el CNAE número 4110.
Número de empleados	0 empleados
Número de proyectos financiados previamente en la plataforma	0
Estructura del Capital Social	Sociedad limitada (S.L.) Capital social a fecha 10 de septiembre de 2026: 3.000€ de capital social
Dirección del dominio de internet	-

DESCRIPCIÓN DE LA SITUACIÓN FINANCIERA. Balance de situación			
Activo No Corriente	**- €**	Patrimonio neto	**3.000,00 €**
Activo Corriente	**3.000,00 €**	Pasivo no corriente	**- €**
Existencias	- €	Pasivo corriente	**- €**
Deudores comerciales y otras cuentas a cobrar	- €	Acreedores comerciales y otras cuentas a pagar	- €
Efectivo y otros activos líquidos equivalente	**3.000,00 €**	Otros acreedores	- €
TOTAL ACTIVO	**- €**	**TOTAL PASIVO + PATRIMONIO NETO**	**3.000,00 €**

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

Company Information:

Información del promotor	
Denominación social	CARRARA PROPERTIES 3 , S.L.
Número de identificación fiscal	B-26.904.516
Domicilio social	Calle Diego de León 25 – Bajo B (Madrid). España
Organización social. Órgano de administración	Administrador único: AJP ACCOUNTING TAX & LEGAL, S.L.P. y D. Álvaro José Pavía Cervera como representante persona física
Domicilio social órgano de administración	Calle Diego de León 25 – Bajo B (Madrid). España
Descripción de la sociedad y del plan de actividades	Según Escritura de Constitución del día 6 de marzo de 2025, ante el notario Don Juan Aznar de la Haza, bajo el número 1.244 de su orden de protocolo, siendo su actividad entre otros el CNAE número 4110 .
Número de empleados	0 empleados
Número de proyectos financiados previamente en la plataforma	0
Estructura del Capital Social	Sociedad limitada (S.L.) Capital social a fecha 10 de septiembre de 2026: 3.000€ de capital social
Dirección del dominio de internet	-

DESCRIPCIÓN DE LA SITUACIÓN FINANCIERA. Balance de situación			
Activo No Corriente	- €	Patrimonio neto	3.000,00 €
Activo Corriente	3.000,00 €	Pasivo no corriente	- €
Existencias	- €	Pasivo corriente	- €
Deudores comerciales y otras cuentas a cobrar	- €	Acreedores comerciales y otras cuentas a pagar	- €
Efectivo y otros activos líquidos equivalentes	- €	Otros acreedores	- €
TOTAL ACTIVO	3.000,00 €	TOTAL PASIVO + PATRIMONIO NETO	3.000,00 €

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

The Azurea El Rompido Project is the second phase of the El Rompido Project, already published on the platform in January 2026. The good commercial success and the developer's management in Phase 1 represents a fundamental endorsement for this new stage, consolidating phase 2 as an attractive investment. This phase proposes the construction of 12 single-family homes on the plot adjacent to the first phase in such a way that the common spaces of swimming pool, gym and green areas can be joined to provide both developments with higher quality common areas. In addition to the common areas, each home has a large private plot, as well as a parking space and storage room. The distribution is based on the topography of the plot to orient the homes towards the coast and the mouth of the river, prioritising the entry of light and the use of outdoor spaces.

As for its location, the land is located at the highest level of the "El Rompido Oeste" sector, adjacent to the already consolidated phases of other developments, including the first phase of this project that is already licensed and pre-sales with work expected to start in mid-October. It is an area with operational infrastructures and connection to service networks. Its elevated position allows unobstructed views to the west, with a direct perspective on the estuary of the Piedras River and the coast of La Antilla. The road access connects with the main roads, linking the development with the urban center and the nearby commercial areas.

El Rompido is defined as a coastal nucleus on the banks of the Piedras River, geographically marked by the area of the Marismas and the Flecha del Rompido, a coastal sandy formation of high ecological value. The town maintains an infrastructure that mixes its original fishing activity with tourist services, including the marina, with more than 300 moorings, and golf courses in the immediate surroundings. It functions as a consolidated second home destination, allowing access to both the river beach and the Atlantic coast by maritime connection.

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

<table>
<tr><td>(a)</td><td>Minimum amount of capital to be raised for each crowdfunding offer

920,000 euros

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

<table>
<tr><td>Type of offer and instruments offered</td><td>Date of achievement</td><td>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)</td><td>Other relevant information, if any</td></tr>
<tr><td>None</td><td>Not applicable</td><td>Not applicable</td><td>Not applicable</td></tr>
</table>
</td></tr>
<tr><td>(b)</td><td>Time frame for achieving the target capital to be raised

October 14, 2026</td></tr>
<tr><td>(c)</td><td>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.</td></tr>
<tr><td>(d)</td><td>Maximum amount of the offer, if it differs from the minimum capital amount referred to in point (a)

It doesn't differ.</td></tr>
<tr><td>(e)</td><td>Amount of own resources committed by the project promoter in the crowdfunding project</td></tr>
</table>

	The amount of capital corresponding to the developer and its investors after the entry of the participatory financing will be equivalent to €230,000.
(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) to the promoter.

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 in 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) Nombre del emisor: CARRARA PROPERTIES 3, S.L. (b) Description: capital increase for the development of 12 homes in El Rompido, Huelva. (c) Capital amount: 920,000 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 €920,000, 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 Bank of Spain's (BdE) Register of Payment Institutions, 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 a conduit entity between the project promoter 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 project documentation section published on the platform. See 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. The voting rights will be maintained after the increase.

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 complaint about the investment, you can contact contacto@urbanitae.com by email.

ANNEX I

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

EDISTAA HOGAR, S.L. , a company of Spanish nationality, with N.I.F. nº **B-21.481.916** and domiciled at Calle Palacio 10, Oficina 1, 21001, Huelva, as a promoter registered on the Platform's website, (hereinafter, the "**Promoter**").

ON THE OTHER HAND

CARRARA PROPERTIES 2, S.L., a Spanish company, with N.I.F. nº B-26.905.695 and registered office at Calle Diego de León 25, Bajo B, 28006, Madrid, as a registered developer on the Platform's website, (hereinafter, the "**PropCo**").

AND, ON THE OTHER HAND,

CARRARA PROPERTIES 3, S.L., a Spanish company, with N.I.F. nº **B-26.904.516** 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, the PropCo 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 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 a limited number of users, called investors (natural or legal persons) who offer financing in exchange for a monetary return, in contact with users who request financing in their own name to be used for a real estate participatory financing project, 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 PropCo is a limited liability company whose corporate purpose is, among others: the "*Management and administration of real estate"* (CNAE 6832).

IV. That, likewise, the Vehicle Company is a limited liability company whose corporate purpose is, among others: the "*Management and administration of real estate*" (CNAE 6832).

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 PropCo, and (ii) the development of a real estate development consisting of the development of 12 single-family homes. Each home will have a garage space and storage room, and the development will include common areas such as garden spaces, a children's playground, a gym and a swimming pool. The project will be developed on Plot 7 of the Partial Plan Rompido Oeste SUS C1, which corresponds to the registered property no. 25,340 of the Land Registry of Huelva no. 1, with an area of 7,363 m² and cadastral reference

7014404PB6271S0001GU (the "**Property**") All this, 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 PropCo 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 he may revoke his investment offer or expression of interest in the crowdfunding offer at any time, without the need to justify his 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 will be understood as the specific amount that the Investor authorizes and commits, through the Platform, to finance the Project, thus contributing to achieving the Financing Objective.

The Investor, by signing 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, who accepts them (the "**Committed Contribution**"), in the amount that appears in the specific conditions that are provided to this Agreement as **<u>Annex I</u>** (the "**Specific Conditions**") in order to subscribe the number of shares of the Vehicle Company (which in turn takes a stake in the PropCo) that correspond proportionally to it over 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 will be carried out:

(i) the corresponding transfer in favor of PropCo 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 granting 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 for this purpose by the Platform.

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

3. CO-INVESTMENT

The share capital of PropCo will be owned by a third party outside the Platform (the "**Co-investor**") and who will provide funds of a monetary nature and/or non-monetary assets, such as plots, that facilitate the development of the Project. In the event that the Co-Investor makes non-monetary contributions, the valuation of the same must be supported by reports from third parties.

In order to regulate the relations between the Co-investor and the Investors, a shareholders' agreement will be signed through which the following issues are regulated, among other issues, the regime of which in any case must be in accordance with the provisions of the Agreement:

- PropCo's indebtedness policy.
- Regime of reinforced majorities.
- Regime for the transfer of shares (a period of non-transferability may be established).
- Valuation of transactions related to the Coininvestor.

4. 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, being AJP ACCOUNTING, TAX & LEGAL, S.L.P. and Mr. Álvaro José Pavía Cervera as natural person representative (the "**Vehicle Company Management Body**").

5. PROJECT DEVELOPMENT AND EXECUTION AND EXPENDITURE POLICY

Under the Financing Objective, the Investor authorizes PropCo to proceed with the acquisition of the Property, as well as the necessary payments 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, PropCo will submit to the Investors the authorization of the new conditions through the website. The possibility of PropCo subscribing to debt for the purpose of financing the development of the Project is expressly recognized.

Likewise, the following expenses will be borne by PropCo under the Financing Objective: (i) capital increase expenses of PropCo; (ii) expenses that PropCo 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 PropCo 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 Promotion; (vii) the commission of the Platform in accordance with what is published on the Promotion'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 in PropCo 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.

6. DIVESTMENT

The Parties acknowledge that the Investor has made its Committed Contribution with the commitment that PropCo will proceed with the sale of the Development subject to the Project (the "**Divestment**") within a limited time horizon. The Investor authorizes PropCo 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 that 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 is part of the Development is lower than that foreseen in the Project, PropCo will obtain authorization from the Investors for the new conditions of disposal through the Platform. The authorization will be understood to have been granted in accordance with the provisions of clause 21 ("**General Provisions**") below.

7. DISTRIBUTIONS

The management of PropCo'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 operating expenses, insurance and applicable taxes, will be distributed to the Investors in accordance with the legal formula that is considered most efficient at any given time. By way of example, distributions may be made in the form of a distribution of dividends, a reduction in share capital or a liquidation quota (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 agrees to adopt or to have adopted the corresponding agreements to proceed in accordance with the legislation applicable to Distributions. In-kind Distributions will not be possible.

Once the dissolution of PropCo has been agreed, its liquidation must be carried out 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 lower than their Committed Contribution, assuming as participants in the share capital the risk and risk of the Investment.

8. PRINCIPLES OF ACTION OF THE PROPCO

PropCo 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 PropCo, 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 Finca (the PropCo) since the signing of this Agreement 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 contract for the management and marketing 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 PropCo for non-compliance with its obligations; y

(vii) PropCo 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.

9. 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 administrative bodies of the PropCo and the Vehicle Company must comply with in accordance with the applicable legislation.

10. 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 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 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.

11. PROPCO'S ADMINISTRATIVE BODY. CONFIGURATION AND ACTION

The administrative body of PropCo will take the form of one (1) sole administrator, this being **Mr. Eduardo Báñez García** (the "**PropCo Administrative Body**").

The Parties agree that the PropCo Management Body, except with the prior written consent of the Investors (as indicated in clause 21 ("**General Provisions**"), may in no case adopt any of the following decisions: (i) grant powers of attorney to act in the name and representation of the PropCo that are not for the proper execution and marketing of the Promotion; (ii) make payments or transactions with an entity related to the PropCo Management Body, except those arising from the provisions of the service provision agreements provided for in the Project, in the articles of association of PropCo (the "PropCo **Articles of** Association") or in this Agreement and (iii) approval of expenses or acquisitions of shares not provided for in this Agreement.

12. PROPCO GENERAL MEETING

The General Meeting of PropCo shareholders will be governed by the provisions of the Bylaws of PropCo, in accordance with the requirements of the applicable regulations. The Parties will ensure that the statutory regime in relation to the minimum quorum for the execution and adoption of resolutions is that provided for by law.

The Parties accept that attendance and voting at the General Meeting of PropCo 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, 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 partner, in the manner indicated by the latter or, in the absence of instruction, in the manner that he deems appropriate, and this without prejudice to the voting syndication agreement provided for below.

The Investors undertake before the PropCo and among themselves 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 PropCo and the Vehicle Company to the General Meetings of the PropCo and the Vehicle Company, 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.

13. TRANSFER OF SHARES

The transfer of PropCo's shares will be governed by the provisions of PropCo's Bylaws, drawn up in accordance with current legislation.

14. REPRESENTATIONS AND WARRANTIES IN RELATION TO PROPCO 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 March 6, 2026. The representative of the Vehicle Company declares that the company is registered in the Mercantile Registry of Madrid.

The representative of PropCo declares that this is a company of Spanish nationality, validly constituted and existing in accordance with Spanish law, incorporated for an indefinite period on March 6, 2026. The representative of PropCo declares that the company is registered in the Mercantile Registry of Madrid, Page M-880494, 1st Entry.

PropCo declares for the appropriate purposes, by virtue of this Agreement, that no other previous real estate development projects have been executed through this same company, and therefore it is a company intended solely for the development of the Development. In addition, PropCo 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 Development, be borne under the Financing Objective.

15. 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 free transferability inherent in the legal regime of limited liability companies, the risk of dilution of the stake in the share capital of PropCo, 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 will be accrued in favor of the Platform and at the expense of PropCo:

- **Project fee**: Once the capital increase has been formalised, PropCo must pay the Platform the project fee indicated in the Particular Conditions, which is calculated on the Committed Investments, plus the Value Added Tax that is legally applicable.
- **Any other fees or expenses attributable** to PropCo by the Platform or any unpaid debt collection agency hired by the Platform in relation to the Investment, such as, but not limited to, investigation expenses, unpaid debt collection agency, as well as any other expenses incurred for 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 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 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 (a 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).

18. 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's 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 its Committed Contribution and the percentage that it represents over the total share capital of PropCo. If the Financing 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 said resolution. Consequently, the Platform will be released from any obligation in relation to the Contract.

19. 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.

20. 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 Agreement. 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.

21. 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 Contract 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 shall be borne by PropCo.

The Platform, the Promoter, the PropCo, the Vehicle Company 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.

22. 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 matters that may arise from the validity, interpretation or performance of this Agreement.

ANNEX I

SPECIAL CONDITIONS

The Azurea El Rompido Project proposes the construction of 12 single-family homes on a plot of 7,363 square meters, within a closed area with common areas that include a swimming pool, gym and green areas. The distribution is based on the topography of the plot to orient the homes towards the coast and the mouth of the river, prioritizing the entry of light and the use of outdoor spaces.

As for its location, the land is located at the highest level of the "El Rompido Oeste" sector, bordering to the north with Plot 6, object of the previous phase of the Developer itself, and with the already consolidated phases of other developments. It is an area with operational infrastructures and connection to service networks. Its elevated position allows unobstructed views to the west, with a direct perspective on the estuary of the Piedras River and the coast of La Antilla. The road access connects with the main roads, linking the development with the urban center and the nearby commercial areas.

Currently, the project sits on **consolidated urban land**, with the plot completely urbanized and equipped with services (pending final reception). This situation significantly reduces the urban risk and allows the strategy to focus on the construction of the 1,220 m²t of buildable area of Plot 7. For the execution, the guarantee of the **group's own construction company** is available, whose proven experience in the area mitigates construction risks and ensures compliance with the estimated costs.

On the financial and commercial level, the **developer financing** has already been agreed with a top-level bank, providing security to the operation from the beginning. For its part, **the marketing** will start in the first months with very positive forecasts, capitalizing on the lack of supply of single-family homes with sea views in the surroundings, which positions the product with a strong competitive advantage.

The project has a **capital gains strategy**, which consists of an alliance with the developer for the development of a development in Cartaya, Huelva.

The contributions of Urbanitae's investors will be delivered to the developer via **a capital increase** in the Vehicle Company, which will bring together all the contributions of Urbanitae's investors in the project. The Vehicle Company will subsequently subscribe to the capital increase of PropCo.

The management model guarantees a total **alignment of interests**: EDISTAA will not only act as an integral manager of the development, but will also participate as **an investor in the project**, committing its own capital (**€230,000**) together with that of the Urbanitae investors (**€920,000**).