



**AUCTION CONDITIONS
GOVERNING THE SALE OF PRODUCTION UNIT
BY PUBLIC AUCTION
WITH SEALED BIDS SUBMISSION AND
SUBSEQUENT ONLINE AUCTION**

BODEGA CASALOBOS

PHASE 0: GENERAL CONDITIONS

1. OBJECT:

The purpose of this Document is to establish the Terms and Conditions that will govern the sale in public auction by means of an economic upward proposal, with a sealed bid auction and subsequent online auction, of the Casalobos winery, owned by CASALOBOS SL, located at Carretera de Porzuna cm-412, km 6,5, 13196 (Ciudad Real - SPAIN).

SURUS INVERSA SL (hereinafter "SURUS") has received the corresponding order for the marketing, intermediation and sales management service of the aforementioned winery.

2. LOT:

In order to carry out the sale of the aforementioned property, and machinery and furniture, a single lot has been formed, as described below:

- Owner: CASALOBOS SL (100% ownership), in bankruptcy proceedings (legal data of the proceedings: Auto de fecha 18 de Septiembre de 2012, dictado por el Juzgado de Primera instancia e Instrucción núm.4 y de lo Mercantil de Ciudad Real, en el concurso abreviado 403/2011)
- Description: The Casalobos winery is located between the towns of Picón and Porzuna, in Ciudad Real (Spain). At the foot of the Sierra de Casalobos, in the transition zone between Montes de Toledo and Campo de Calatrava in an estate of 35 hectares surrounded by holm oaks.
- **Registered property number 5674.** It is registered in the Piedrabuena Land Registry, with a total area of 92,965 m2. Property registry data: Registered property 5674, Volume 580, book 26, folio 192. Cadastral reference 13062A001000110001XL. 5,049 m2 of offices and 92,965 m2 of pasture.
- Minimum bidding bid in the auction: 1,725,000 €.
- Deposit amount: 5% of the minimum bid (86,250€)

The estate has a mortgage of 3,000,000 euros. The minimum bid (1,725,000€) will be enough to cancel the mortgage.

3. LOT INFORMATION AND VISIT:

A Non-Disclosure Agreement (NDA) document has been generated and is attached as APPENDIX I.

This document may also be requested to the contact person and must be signed in order to obtain more detailed information —by sending a Sales Memorandum—, and to be able to visit the facilities on the established dates.

Visit days:

- First visit: June 16, 2021.
- Second visit: June 30, 2022.

4. GENERAL CONDITIONS OF SALE:

Individuals interested in the acquisition of the production unit, before submitting their bids, will have the opportunity to physically inspect the property for which they are bidding, being, in any case, the responsibility of the bidders to verify its physical, legal, cadastral and urban development situation. The corresponding verifications may be carried out by means of consultation to the different registries and public organisms (Land Registry, Cadastral Registry, Urban Planning institutions, Tax Administration, etc.) exempting, therefore, from any claim to the BANKRUPTCY ADMINISTRATION, as well as to SURUS.

Any encumbrances on the aforementioned property, whether or not they appear in the Property Registry, including tax liabilities, will be assumed by the bidders and future awardees, who expressly accept the legal and de facto situation of the property. The aforementioned data are, therefore, merely informative.

The bidders, by submitting their bids, expressly accept the legal and factual situation of the property subject to auction for which they are bidding.

The property is transferred "as is", and the purchaser declares to know and accept the physical, legal, registry, cadastral and urban development situation of the property he/she is acquiring, with express waiver by the purchaser of any action for eviction and/or hidden or latent defects.

The regulations governing the Real Estate Tax (IBI) establish that the taxpayer is the owner of the property on January 1 of the year in question. In this case, the purchaser is considered the owner from the moment of hand-over of the property.

Therefore, the Bankruptcy administration of Casalobos SL will pass on to the buyer the proportional part of the payment to be made in 2022.

In addition, the purchaser must pay any taxes due in accordance with the applicable regulations.

Offering for the winery also has the commitment to pay a commission to the auction company of 10% of the bid.

ASSOCIATED ENCUMBRANCES AND EXPENSES

Mortgage encumbrances: The property is transferred with the state of charges and encumbrances that appears reflected in the Land Registry. If there is a mortgage encumbrance, the payment and the cancellation of the mortgage will be made right when granting the deed of transfer. The mortgage will be cancelled in accordance to article 225 of the Spanish bankruptcy law.

IBI expenses (Local Property Tax charges): They will be assumed by the purchasing party.

Community, Industrial park, encumbrance cancellation expenses or any other associated expenses (charges): They will be assumed by the purchasing party.

Capital gains: They will be assumed by the purchasing party.

Notary fees: All expenses, taxes, duties and fees incurred as a consequence of the sale and its elevation to public deed will be paid by the purchasing party of the property.

PHASE 1: SUBMISSION OF BIDS IN SEALED ENVELOPES

1. PARTICIPATION IN THE AUCTION AND REQUIREMENTS FOR PARTICIPANTS

The auction procedure with submission of bid in sealed envelope and subsequent online auction among the admitted ones, will be open to natural and legal entities, of Spanish and foreign origin, who have the legal capacity to participate.

In order to do so, participants must make a security deposit (5% of the minimum bid).

This amount is indicated in the auction conditions documents published by SURUS. By participating in the auction and handing over the established deposit, bidders will be accepting the conditions set forth in the bidding documents.

2. DEPOSIT

Bidders must provide a security deposit of 5% rounded off of the minimum bid.

The deposit will cover the maintenance of the proposals submitted by the bidders until the award and of the successful bidder's proposal until the execution of the public deed of sale.

The deposit does not grant any right to the award.

This deposit shall be constituted by bank check or by proving that it has been deposited in the following SURUS account:

OWNER: SURUS INVERSA SL

ACCOUNT NUMBER: ES79 0081 5161 6100 0125 2528

CONCEPT: Please indicate "Deposit for Casalobos winery auction + company name or individual offering"

Any deposit that is not presented in the specified form or do not reach the required amount will be automatically excluded.

3. SUBMISSION OF DOCUMENTATION

LETTER OF INTRODUCTION: A document shall be submitted with the name of the procedure, name and surname or company name of the bidder, which will be sealed as an entry record.

In the case of delivery by registered mail, such certification shall serve as proof of receipt.

The document shall accompany two sealed envelopes with the following contents:

ENVELOPE 1: It shall contain the following documentation:

- Document that certifies the constitution of the deposit (by means of bank check or evidence that it has been deposited in the SURUS account).
The account number and holder of the account for the return of the deposit in case of not being the highest bidder shall also be specified.

- General documentation:

In the case of individuals:

- Photocopy of the bidder's ID card or passport.

In the case of legal entities:

- Photocopy of the CIF (VAT number).
- Original document, certified copy or authenticated copy, or photocopy of the power of attorney of the signatory, duly registered in the Commercial Registry, if this requirement is enforceable.
- Photocopy of the ID card or passport of the signatory of the economic offer.

In case of a non-Spanish legal entity that is a national of a Member State of the European Union or a signatory of the Agreement on the European Economic Area, in addition to the documents described above:

- In the case of a foreign legal entity not included in the preceding paragraph, the capacity to act shall be certified by means of a report issued by the Permanent Diplomatic Mission or Consular Office of Spain from the country of origin of the company, stating, after accreditation by the company, that they are registered in the local professional, commercial or similar Register or, failing this, that they regularly act in local business in the field of the activities to which the object of the contract extends.
- Statement to obey to the jurisdiction of the Spanish courts and tribunals of any order for all incidents that may arise directly or indirectly from the contract, waiving, if applicable, any foreign jurisdiction that may correspond to the bidder.

ENVELOPE 2: It shall contain the economic proposal.

The financial bid, which must be signed by the bidder or its representative, shall conform to the model shown in APPENDIX III.

The duly completed financial bid must be formulated for an amount at least equal to or greater than:

Minimum auction bid: 1,725,000 €.

To this minimum bid it must be added the 10% commission for the auction company.

Any bid that varies from the corresponding established model will not be valid, nor will any bid that expresses an amount lower than the bidding rate of the auction for which it is being submitted.

The offer made as an assignment to a third party is expressly prohibited (unless in case of a creditor with special privilege recognized in the definite texts of the bankruptcy proceeding documentation of Casalobos SL).

For the purposes of compliance with regulations on the prevention of money laundering and financing of terrorism, the envelope must also contain:

- If the bidder is a **natural person**:
 - Client's form (Natural Person), duly completed, according to the APPENDIX III model.
 - If the bidder is a **legal entity**, it must be included:
 - Client's form (Legal Entity), duly completed, according to the APPENDIX IV model.
3. Sale of assets: Memorandum of Sale of the asset.
- If the bidder is a **foreign company**, it must also provide: Customer file and documents described above in case of legal entities.

Likewise, in order to certify the origin of the funds to be contributed for the purchase of the lot for which it submits a bid, it must include, in accordance with its situation, the documents indicated below:

1. Two current paychecks/pensions.
2. Income tax returns for the last year.
3. Extraordinary income:
 - Sale of assets: Deeds of sale of assets.
 - Inheritance: Inheritance deeds.
 - Donation or loans:
 - Identity document of the donors or lenders.
 - Relationship with the bidder
 - Spanish Tax Institutions form evidencing the donation/loan
 - Professional activity of the donor/lender.
 - Transfer evidencing the donation/loan
 - If the donation/loan is more than 50% of the funds, the IRPF (Personal Income Tax) of the donor/lender must be provided.
 - Loan from third parties (e.g. sale of real estate, inheritance, donation, etc.).
 -

In the event of being a **legal entity**, also include:

- Corporation tax (last 2 years)
- Annual Accounts (last 2 years)
- Responsible declaration of an official administration that certifies the solvency of the company

This information will be required again once the auction has finished with the final auction value of the lot.

Regardless of the documentation requested, in accordance with the provisions of this Document, for the purposes of compliance with the regulations on prevention of money laundering and financing of terrorism, until the corresponding deed of sale is formalized, the successful bidder may be required to provide additional and/or updated documentation to that provided to participate in the auction, pending the final resolution of the award.

IMPORTANT: Each envelope must bear the following identification data on the front side:

- Auction with sealed bid submission and subsequent online auction among the highest bids.
- Name of the bidder, and of its legal representative, if applicable; as well as the contact person for bidding purposes, if different from the above.
- ID information or equivalent identification documents in case of foreigners, referring to the bidder or legal representative, as appropriate.
- Postal code.
- Contact telephone number(s).
- Email address

4. PLACE OF SUBMISSION OF DOCUMENTATION

The documentation shall be submitted at the offices of SURUS INVERSA SL, where the bidders will be given the entry registration document.

Address for submission of bids: Camino de las Huertas 18, 2nd floor, 28224, Pozuelo de Alarcón (Madrid).

The documentation may also be submitted by sending the 2 ENVELOPES by registered mail to the same address.

In this case, a copy of the proof of mailing must be sent by e-mail to the address casalobos@surusin.com within the deadline for submission of bids, which ends on July 12, 2022, at 12:30 p.m. (Madrid local time). Bids must be received at the offices of SURUS no later than 12:30 a.m. (Madrid local time) on the bid opening day (July 12, 2022).

5. DEADLINE FOR SUBMISSION OF DOCUMENTATION.

The deadline for submission of bids shall be as follows:

Start date: June 6, 2022

End date: July 12, 2022, at 12:30 p.m., Madrid local time.



The submission of said envelopes may be made from **Monday to Friday, from 9:00 a.m. to 12:30 p.m. (Madrid local time), on a business day in Madrid, expressly excluding Saturdays, Sundays and local and national holidays.**

At the end of said period, SURUS will issue a certificate detailing the list of proposals received, or, if applicable, the absence of bidders.

6. ADMISSION OF BIDS

Each interested party may submit only one bid, which may not be improved.

Bids submitted as an assignment to third parties (unless in case of a creditor with special privilege) or those that do not meet the requirements set forth in the bidding documents will not be accepted.

Bids where the deposits are not submitted as described or do not reach the required amount will be automatically excluded.

Each bidder may not submit more than one bid. Neither may he/she subscribe any proposal in a temporary joint venture with others if he/she has done so individually or appear in more than one joint venture. Infringement of these rules will result in the rejection of all the proposals subscribed by him/her.

7. OPENING OF ENVELOPES

Date of opening of envelopes: July 15, 2022 at 12:00 noon (Madrid local time).

The opening of the envelopes will be PERFORMED BY members of SURUS and the Casalobos Bankruptcy administration:

Selection of bids

Once the general documentation has been reviewed, the bidders that, if applicable, are admitted will be determined, otherwise, the causes for exclusion will be declared.

The bidders will be notified. SURUS will issue the certificate corresponding to the result of the auction by bid submission, where the bids that have been admitted will be reflected.

Bidders will be notified by SURUS of the acceptance or non-acceptance of their bids to participate in the second phase.

8. RETURN OF DEPOSITS

Immediately after the opening of the envelopes, the bidders who have not been accepted and therefore do not proceed to the second phase of the process, may pick up their envelopes and bonds at the same place where they were submitted.

The deposits submitted in the SURUS account by transfer will be returned within a maximum period of ten (10) calendar days.

9. DESERTED AUCTION

In the event that the first auction is unsuccessful, SURUS and the bankruptcy administration will proceed according to the liquidation plan of Casalobos SL.

PHASE 2: ONLINE AUCTION OF THE THREE HIGHEST BIDS

1. AUCTION PLATFORM

The online auction will be held on the SURUS auction platform: (<https://www.esrapalia.com/es/>), where a lot will be created.

The lot is identified with a unique auction code that allows traceability and communication with a single file number. The lot is visible to all users, but the possibility to bid is only active for those users admitted to the event.

The lot contains the following sections:

- Summary: It is located in the lot header and describes the most important data: lot name, lot reference, location, auction start and end date, bid button, next bid, current bid, assessment, deposit, contact, property type, etc. It includes a download button for the lot file.
- Features.
- Deposits, expenses and charges.
- Documentation.
- Auction conditions.
- Location

SURUS provides bidders with a project manager who will be in charge of answering any questions that may arise in order to be able to make the bids.

2. PARTICIPATION IN THE ONLINE AUCTION

Bidders selected for this phase of the process will be notified, via email contact, that they have been one of the admitted bidders.

The three bidders will have to register on the platform and will then be enabled to participate in the online auction.

- SIGN IN: Bidders will need an e-mail address and password. Passwords are case sensitive and the password length should be a minimum of 8 to a maximum of 15 characters or digits. Once bidders are registered, they will receive a confirmation e-mail. Use the link provided in that e-mail to confirm the registry and activate your user. Google, Facebook or Twitter can also be used.

Once enabled, bidders will receive an e-mail confirming that they can participate in the auction.

- **JUMP BIDDING:** The system is set up so that the bid jump is based on the value of the current bid. The jumps are as follows, the last one corresponding to this auction:

From 1,000,000 € and upwards -> increase of 20,000 €

- **AUCTION BID:** The minimum price to start bidding will be the value of the highest bid received in the first phase of the sale process.

3. DURATION OF THE ONLINE AUCTION

The online auction will have a duration of three (3) business days.

Start date: July 18, 2022

End date: July 20, 2022

The start date and time and the end date and time of the auction are indicated on the lot. It is within this auction period that bidders may place their bids.

Important note: The auction end time may vary if in the last three (3) minutes prior to the close of the auction a higher bid is received than the winning bid at that time. In this way, the completion time will be increased by three (3) minutes at a time until no better bid is received for three (3) consecutive minutes prior to the end of the auction. This procedure offers the same conditions to any of the participants who wish to improve their offer.

4. DEPOSIT

It will not be necessary to submit another deposit, since the deposit provided in the first phase will continue to be valid.

5. MINIMUM AUCTION BID

The auction will have a starting value equal to the highest bid received by sealed envelope in the previous phase.

This value constitutes the first bid made by the bidder who submitted the bid.

6. AUCTION WINNER

SURUS will issue the certificate corresponding to the result of the online auction.

The highest bidder of the auction will receive an email indicating that he/she is the winner of the auction.

7. RETURN OF DEPOSITS

Immediately after the end of the online auction, unawarded bidders will be able to pick up their envelopes and deposits at the same place where they were submitted.

The deposits submitted in the SURUS account by transfer will be returned within a maximum period of ten (10) calendar days.

8. DESERTED AUCTION

If no bids are received, the highest bid submitted in the first phase will be awarded.

9. FORMALIZATION

At the end of the auction, an end of auction certificate will be issued with the results, identifying the lot, file, winner of the auction, value of the highest bid and number of bids.

If the auction is deserted, this will be reflected in the end of auction certificate. In addition, if applicable, it will be specified that the highest bid is that of the bidder who submitted the highest bid in the previous phase.

The transfer of the property, if awarded, must be carried out at the notary's office selected by the Bankruptcy Administration. It will be the Bankruptcy Administration that will set the deadlines for the signature at the designated notary's office.

The purchaser must pay any taxes due in accordance with the applicable regulations.

The successful bidder must appear before the Public Notary designated by Casalobos' Bankruptcy Administration on the date and time indicated in the notification of the resolution of the award, in order to formalize the corresponding public deed of sale and pay the price established in its bid.

In the event of non-compliance, in addition to forfeiting the deposit deposited by the successful bidder, if Casalobos' Bankruptcy Administration deems it necessary, the second and third highest bidder may be called upon, provided they comply with the established conditions.

If the auction ends without bids and the bidder who submitted the highest bid in the previous phase fails to comply with the terms, Casalobos' Bankruptcy Administration may go to the second and third highest bidders in the bid submission phase.

APPENDIX I

NON-DISCLOSURE AGREEMENT

On the one hand, SURUS INVERSA, SL, (hereinafter "SURUS") with C.I.F. number B86058567 and registered office at Camino de las Huertas, 18, 2nd floor, Pozuelo de Alarcón (Madrid), incorporated for an indefinite period of time by means of a deed authorized before the Notary Juan Ramón Ortega Vidal in his protocol number 2,693, dated December 1, two thousand and ten, registered in the Commercial Registry of Madrid, Volume 28,465, Folio 1, Section 8, page M-512492 inscription 1 and represented in this act by Mr. Gonzalo Herranz Garrido, of legal age, with Spanish ID number 20159887L and professional address at Camino de las Huertas, 18, in his capacity as Joint and Several Administrator, by virtue of the Power of Attorney granted before the Public Notary Mr. Juan Ramón Ortega Vidal, on December 1, two thousand and ten, with the number 2,693 of his protocol, position and faculties that he declares in force and that have not been revoked.

And on the other hand, Mr/Ms....., of legal age, with address for these purposes at, with ID number, intervenes in the name and representation, as proxy, of the company, company with registered office at, with VAT number, registered in the Commercial Register of in Volume, folio, page, Its capacity of representation derives from the power of attorney, which was granted on ... of of 20.... before the Notary of Madrid Mr/Ms., under the number of its protocol, registered in the Commercial Registry of in the volume, (hereinafter "....." or the "Disclosing Party").

(Hereinafter SURUS and may be described individually as a "Party" and collectively as the "Parties").

Both Parties, mutually recognizing each other's capacity to formalize this non-disclosure agreement (hereinafter, the "Agreement").

MANIFEST AND DECLARE

I. That.....and SURUS are going to hold a series of conversations aimed at the study of the following asset: Casalobos winery, owned by Casalobos SL, located at Carretera de Porzuna cm-412, km 6.5, 13196 (Ciudad Real - SPAIN) with Cadastral Reference 13062A001000110001XL (which hereinafter may be referred to as the "Project"), owned by Casalobos SL (hereinafter the Property), whereby the Parties will share information regarding the physical/legal status of the property.

II. That, in the course of negotiations, each Party may become aware of certain confidential information of the other Party or of the Ownership including, but not limited to, notes, deeds, economic information, technical knowledge, methodologies, work plans, products, inventions, systems, processes, know-how, products, designs and trade secrets.

III. That, being both Parties aware of the value of such confidential information and of the harm that its disclosure may cause them, they have decided to formalize this Non-Disclosure Agreement which shall be governed by the following

CLAUSES

FIRST: Confidential information of the Disclosing Party may be used by only in connection with the Project. Furthermore, the Parties expressly agree that any information that may be provided by the Disclosing Party shall be covered by this Agreement. Each Party agrees to protect all confidential information received from the other Party, of which it becomes aware as a result of the negotiations relating to the Project, including, but not limited to, technical knowledge, know-how, methodologies, work plans, products or commercial activities and, in general, any data or information, in written, audiovisual or audio support, provided and identified by the other Party as "confidential information" or which could be understood as confidential by a reasonable person considering the applicable circumstances (hereinafter "confidential information") and, therefore, to keep it secret, whatever its nature, using the means of protection set forth in this Agreement and the same means it usually uses to protect and safeguard its own confidential information, but which in no case may be less than a reasonable standard of care. Likewise, both Parties shall bring to the attention of the other Party any suspicion, information or warning that the security of confidential information of the other Party is or may be compromised in any way.

SECOND.- The confidentiality commitment acquired by this Agreement shall enter into force on the day of its signature and shall have a duration of FIVE (5) years from the moment in which the commercial relations between the Parties are terminated, remaining in force even after the contract regulating the execution of the Project has been terminated. Notwithstanding the foregoing, this Agreement shall in no event be construed as a promise or commitment for the future execution of a contract between the Parties.

The obligations of confidentiality and secrecy imply a personal obligation not to make, publish, transfer, reproduce, distribute, make copies or make available to third parties the information protected by this Agreement and to implement security measures to prevent its loss, unauthorized access or disclosure, etc., and therefore shall remain in full force once the relationship between both Parties has ended regardless of its cause, and is also retroactive and therefore will affect the information to which had access before the signing of this Agreement.

Therefore, upon termination of this contractual relationship, for any reason whatsoever, both Parties agree to deliver and/or return all documentation of any kind in their possession related to the Project, without the right to keep any copy.

THIRD.-, after the termination of the commercial relations between the Parties, agrees immediately:

- 1) To transmit the content of all obligations assumed in this Agreement, its essentiality and importance and in written form, to all its administrators, directors, partners, employees, freelancers, collaborators, users, and other natural or legal persons with whom it has a relationship now or in the future;
- 2) To train them adequately in the obligations and responsibilities assumed in this Agreement and the essential nature of them for SURUS;
- 3) To certify in writing through this contract in favor of SURUS though the signature of this Agreement that has fully complied with the contents of this clause and the rest of the Agreement, which in any case will affect and therefore will be mandatory for all individuals and legal entities and those who in the future join or collaborate with

FOURTH.- Both Parties agree to:

- 1) To keep with all possible diligence the confidentiality of the information that, due to the execution of this Agreement, could be used by each of the Parties with third parties outside this Agreement. To make use of confidential information only and exclusively for the specific purposes for which it was received;

2) Not to copy, reproduce or use the confidential Information for any purpose other than the performance of its obligations under this Agreement, the Project or other matters directly related thereto; and, in the event that the information is to be provided for review, no part of it may be removed from the place where it was provided for review;

3) Not to transmit to third parties all or part of the confidential information other than that strictly necessary to carry out its work with respect to the Project.

4) To ensure that any information disclosed to a third party will always be disclosed under conditions that inform the recipients of what is established in this document and oblige them to treat the information received confidentially, under the same terms established herein.

5) The Parties assume that the breach of the confidentiality obligation agreed upon may constitute an infringement of Law 3/1991, of January 10, 1991, on Unfair Competition.

However, the duty of confidentiality shall not apply with respect to information that:

a) Is in public domain.

b) It was known to either Party prior to the date of this Agreement or had been obtained by lawful means.

c) Had been independently developed by any of the Parties.

d) Acquired by the party from a third party that does not have, to the knowledge of the Recipient, an obligation of confidentiality with the Disclosing Party.

FIFTH: Neither Party shall disclose to a third party the confidential information received from the other Party, without the prior written consent of the latter, provided that the disclosure obligation is not imposed by the legislation in force or at the request of a competent jurisdictional or administrative authority, in which case, the Party that is going to disclose such confidential information, shall communicate, TWO (2) working days in advance and in writing to the other Party, the content of the confidential information that it is going to make available to the corresponding judicial or administrative authority.

Both Parties may only distribute confidential information internally, within their own work team, to personnel whose functions justify a need to know such information.

SIXTH.- All plans, videos, slides, drawings, designs, specifications, memories, annexes, books, brochures and, in general, all documents, written, audiovisual or sound supports used by both Parties during the course of the negotiations shall be the exclusive property of the Party that has provided them, notwithstanding the fact that the intellectual property rights of the Ownership shall be respected in all cases. The aforementioned materials shall have the character of confidential information for the purposes established in this Agreement.

Likewise, during the negotiations of the Project, neither Party shall acquire any rights over the industrial property of the other Party or of the Ownership, such as trademarks, trade names or patents, which shall be considered, for the purposes set forth in this Agreement, as confidential information of the Party holding the ownership of such industrial property rights.

SEVENTH.- Confidentiality is considered to extend even to the existence of the negotiations. Therefore, it is the express wish of both Parties that no publicity be made about them. Consequently, neither Party shall make public, in any way, the existence of the aforementioned Project, the negotiations, nor the contents of this Agreement, nor issue any press release in this regard, nor disclose its existence to third parties, without the prior written consent of the other Party.

EIGHTH.- Both Parties agree to return to each other immediately, or, when the latter is not possible, to destroy, all confidential information of the other Party, including copies, to which they have had access in the execution of the Project, except for those necessary for the fulfillment of the legal obligations or interests of each Party, when any of the following circumstances occur:

a) That the contract referred to in the second clause of this Agreement has been terminated;

b) That any of the terms contained in this Agreement have been breached;

c) At the request of the Party that provided it.

NINTH: Failure to comply with the commitments assumed in this Agreement shall entitle the Party that has not failed to comply to unilaterally terminate the Agreement mentioned in clause two of this Agreement and to request compensation for damages that may correspond to it, as determined in a legal proceeding.

To the fullest extent permitted by law, the Parties shall not be liable for any lost profits resulting from the performance or non-performance of their obligations under this Agreement.

TENTH - guarantees that, in the treatment and custody of the Information, it will comply with the applicable regulations, and at all times in force, regarding data protection. In this sense, and without limitation, agrees to implement the corresponding security measures in accordance with the applicable regulations: Organic Law 3/2018 of December 5, 2018, on the Protection of Personal Data and guarantee of digital rights; EU Regulation 2016/679, better known as the General Data Protection Regulation (GDPR), and any subsequent implementing regulations.

In compliance with the aforementioned GDPR, the Parties guarantee that they have the express consent of the interested parties whose personal data may be included in the information provided, for the transfer of the same, for the purpose of this Project, or that any other of the circumstances that legitimize the processing and/or transfer of personal data is given.

ELEVENTH: This Agreement shall be governed by Spanish law. Both Parties expressly waive any special jurisdiction that may correspond to them and submit to the jurisdiction of the Courts and Tribunals of the city of Madrid to settle any question that may arise from the interpretation or fulfillment of this Agreement.

And in proof of conformity with the foregoing, said Parties sign the present document, in Madrid, on ... of of 202....

SURUS INVERSA SL

Mr. Gonzalo Herranz Garrido Mr/Ms.

APPENDIX II

ECONOMIC PROPOSAL

Mr./Mrs. _____,
with NIF no. _____, domiciled at
_____, in his/her own
name and right / on behalf of (delete what does NOT APPLY)

_____,
knowing and accepting the Bidding Conditions that regulate the sale of the
CASALOBOS WINERY in Picón, by means of PUBLIC AUCTION WITH SUBMISSION
OF BIDS IN SEALED ENVELOPE AND SUBSEQUENT ONLINE AUCTION, as well
as the complementary documentation, submits a bid for the lot corresponding to the
production unit located at Carretera de Porzuna cm-412, km 6.5, 13196 (Ciudad Real -
SPAIN), _____ the _____ offer _____ of
_____(e
nter in letter), _____ € (*enter in number*), +10% commission, under
the terms and conditions specified in this Document, whose clauses he/she declares
to know and expressly accepts.

The purchaser must pay any taxes due in accordance with the applicable regulations.

In _____, to _____ of _____ of

Signed by:

APPENDIX III

BIDDER'S MANDATORY INFORMATION FORM (NATURAL PERSON OR JOINT OWNERSHIP ARRANGEMENT)

In compliance with Law 10/2010, of April 28, 2010, on the Prevention of Money Laundering and Financing of Terrorism

The signatory declares under his/her responsibility that the data included in this document and in the documents provided for identification purposes are correct and valid on the date of signature.

A. DESCRIPTION OF THE OPERATION

Sale and purchase

Nature or purpose of the operation:

First home

Second home

Professional / business activity

Investment

Description and Location:

Registered Property (if applicable):

Amount of the operation (VAT included):

B. BIDDER'S DETAILS (NOT representative's)

1. First and last name:

DNI / Passport / Residence card:

Nationality:

Country of residence:

Residence:

Phone number:

E-mail:

Marital Status: Married Single Divorced Widower Civil Union

Economic Regime (Married and Civil Union): Community Property Separate Property

2. Do you hold or have you ever held important public offices or functions in Spain or a country other than Spain, or are you a close relative or close friend of persons who hold or have held such functions?

YES Detail: _____ NO

(Heads of State, heads of government, ministers, secretaries of state or undersecretaries; members of parliament; magistrates of supreme courts, constitutional courts or other high legal bodies whose decisions are not normally subject to appeal, including equivalent members of the Public Prosecutor's Office; members of courts of auditors or boards of central banks; ambassadors and Business Attaché; senior military personnel of the Armed Forces; members of the administrative, management or supervisory

bodies of publicly-owned companies; directors, deputy directors and members of the board of directors, or equivalent function, of an international organization; senior executives of political parties with parliamentary representation, as well as other persons who are considered to be senior officials of the General Administration of the Spanish General Administration, or equivalent function, persons who perform or have performed important public functions in the Spanish regional governments or in the Spanish local areas (regional presidents, councilors, mayors, deputies, other members of the Government Councils and other persons holding equivalent positions to the aforementioned) and senior management positions in Spanish trade union or business organizations. Public employees at intermediate or lower levels are not included in any of the above categories. -See Article 14 of Law 10/2010-

3. Is the bidder acting on its own account or on behalf of a third party? ... Acts on

- Its own account
- Acts on behalf of third parties. Reason: _____

4. Describe the professional or business activity carried out by the bidder:

- Employed Self-employed

Occupation:

Company name: _____

Address of the company: _____

Indicate other known data (length of service, monthly or annual income, etc.): _____

5. If you have no professional or business activity:

- Retired. Previous profession:
- Pensioner Pension Concept (disability, widower, family support, etc.):
- Rentier. Origin and volume of rents:
- Housework
- Student

6. Describe the origin of the funds with which the asset is acquired:

6.1. Percentage of own funds: _____%

Origin: Savings from your activity Inheritance Sale of real estate Other

Remarks: _____

6.2. Percentage of borrowed funds _____%

Origin: Mortgage Donation Private loan Personal bank loan

Remarks: _____

6.3. Insert data of the other purchasers of the property, if any: *(An Information Form must be filled out for each of the following)*



SURUS

First and Last name	Identity card	Type of relationship (spouse, children, etc.)

C. DETAILS OF REPRESENTATIVE (if applicable)

Natural / legal person: _____

Name and Surname / Company name: _____

DNI / Passport / Residence card / NIF: _____

Registered in: _____

Nationality: _____

Country of residence: _____

Power of Attorney No. and date: _____

In, to of of

Signed by:

APPENDIX IV

MANDATORY BIDDER INFORMATION FORM (LEGAL ENTITY)

In compliance with Law 10/2010, of April 28, 2010, on the Prevention of Money Laundering and Financing of Terrorism

The signatory declares under his/her responsibility that the data included in this document and in the documents provided for identification purposes are correct and valid on the date of signature.

A. DESCRIPTION OF THE OPERATION

Sale and purchase

Nature or purpose of the operation:

First home

Second home

Professional / business activity

Investment

Description and Location:

Registered Property (if applicable):

Amount of the operation (VAT included):

B. DATA OF THE BIDDING ENTITY

i. Name and legal form:

NIF / CIF (VAT number):

Registered Office:

Country of Registered Office:

Date of incorporation:

Phone number:

E-mail:

1. Data of the representatives/proxies of the entity processing this operation:

DATA	FIRST REPRESENTATIVE	SECOND REPRESENTATIVE
First and Last name		
Identity card number		
Country of nationality		

Country of residence		
Position (administrator, proxy...)		
Power of Attorney No. and date		

2. If the company is not listed on a regulated market, identify the significant shareholders of the company:

NAME AND SURNAME/COMPANY NAME	NIF / CIF (VAT number):	NATIONALITY	ACTIVITY	% OF CAPITAL

3. IDENTIFICATION OF EFFECTIVE OWNERS OR ADMINISTRATORS

Identification of Effective Owners (natural persons on behalf of whom they act, or who own or control more than 25% of the capital or voting rights of the client, directly or indirectly):

Name of effective owner 1	
Identification document (NIF, NIE, Passport No...)	
Nationality and residence	

Name of effective owner 2	
Identification document (NIF, NIE, Passport No...)	
Nationality and residence	

Name of effective owner 3	
Identification document (NIF, NIE, Passport No...)	
Nationality and residence	

Name of effective owner 4	
---------------------------	--

Identification document (NIF, NIE, Passport No...)	
Nationality and residence	

In the event that there are no effective owners, data of the client's administrator or administrators must be indicated:

Name of effective owner 1	
Identification document (NIF, NIE, Passport No...)	
Nationality and residence	
Position (sole director, president, board member...)	

Name of effective owner 1	
Identification document (NIF, NIE, Passport No...)	
Nationality and residence	
Position (sole director, president, board member...)	

Name of effective owner 1	
Identification document (NIF, NIE, Passport No...)	
Nationality and residence	
Position (sole director, president, board member...)	

ii. Does the entity have among its shareholders or controlling group any person who holds or has held important public offices or functions in Spain or a country other than Spain or who is a close relative or close associate of persons who hold or have held these functions?

YES Detail: _____ NO

(Heads of State, heads of government, ministers, secretaries of state or undersecretaries; members of parliament; magistrates of supreme courts, constitutional courts or other high legal bodies whose decisions are not normally subject to appeal, including equivalent members of the Public Prosecutor's Office; members of courts of auditors or boards of central banks; ambassadors and Business Attaché; senior military personnel of the Armed Forces; members of the administrative, management or supervisory bodies of publicly-owned companies; directors, deputy directors and members of the board of directors, or equivalent function, of an international organization; senior executives of political parties with parliamentary representation, as well as other persons who are considered to be senior officials of the General Administration of the Spanish General Administration, or equivalent function, persons who perform or have performed important public functions in the Spanish regional governments or in the Spanish local areas (regional presidents, councilors, mayors, deputies, other members of the Government Councils and other persons holding equivalent positions to the aforementioned) and senior management positions in Spanish trade union or business organizations. Public employees at intermediate or lower levels are not included in any of the above categories. -See Article 14 of Law 10/2010-)

iii. What is the nature of the entity? (Check only one option)

- A) A company listed on a regulated market.
- B) A company with a specific commercial or business activity.
- C) A base or holding company (with no real commercial or business activity), NGO, political association, trade union or religious association.
- D) Public law entities, institutions, professional, cultural, sports or similar associations.

iv. Description of the economic activity: _____

v. Scope of activity: Local National International

vi. Seniority of activity: A) Less than one year B) 1 to 10 years C) More than 10 years

vii. Annual turnover:

Up to 100,000 € From 100,000 to 500,000 € From 500,000 to 1,000,000 €

From 1,000,000 to 10,000,000 € Over 10,000,000 €

viii. Describe the origin of the funds with which the asset is acquired:

1. Percentage of own funds%.

Origin: From its activity Contribution of partners Sale of real estate Other

Remarks: _____

2. Percentage of third-party financing...%.

Origin: Mortgage Donation Private loan Personal bank loan

Remarks: _____

ix. In this transaction, is the bidding company acting on its own account or on behalf of third parties? *(i.e., it performs the transaction in the interest of another natural and/or legal person(s)).*

Acts on its own account

Acts on behalf of third parties. Reason: _____

In, to of of