



**BIDDING SPECIFICATIONS  
GOVERNING THE SALE OF REAL ESTATE  
BY PUBLIC AUCTION  
WITH SEALED BIDS SUBMISSION AND  
SUBSEQUENT ONLINE AUCTION AMONG THE  
HIGHEST BIDS**

**SENASA'S AIRFIELD IN OCAÑA**

## 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 among the highest bids, of the airfield owned by SENASA, located at Km. 64,200 of the N-IV road - Postcode: 45300 Ocaña (Toledo).

SURUS INVERSA SL (hereinafter "SURUS") has received the corresponding order, as the awarded agent of file DSC/754/21, for the contracting of the marketing, real estate brokerage and sales management service of the aforementioned airfield owned by SENASA.

### 2. LOT:

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

- Owner: SENASA (100% ownership)
- Description: The Ocaña airfield is located in the municipality of Ocaña and has excellent communications with Madrid (only 60 km away), with direct access to the A-4 highway and easy access from the A-40 and the R-4.

The airfield is composed of the following six plots:

- **Registered property number 41,150.** The bulk of the airfield is registered in the Ocaña Land Registry with a total surface area of 335,240 m<sup>2</sup> and a cadastral charted area of 347,548 m<sup>2</sup>.  
Property registry data: Registered property 41,450, Volume 1,722, book 420, folio 198.  
Cadastral reference: 45122A038003820000DE.
- **Cadastral property 96 of Industrial Park 39 of Ocaña.**  
Cadastral reference 45122A039000960000DD  
Charted area of the plot: 3,930 m<sup>2</sup>.  
Property in process of First Registration by the Owner. In the event that it could not be registered before the formalization of the sale, such registration should be carried out by the purchaser, if it is in his interest, at his full cost.
- **Cadastral property 329 of Industrial Park 38 of Ocaña.**  
Cadastral reference 45122A038003290000DP.  
Charted area of the plot: 3,012 m<sup>2</sup>.  
Property in process of First Registration by the Owner. In the event that it could not be registered before the formalization of the sale, such registration should be carried out by the purchaser, if it is in his interest, at his full cost.

- **Cadastral property 94 of Industrial Park 39 of Ocaña.**  
 Cadastral reference 45122A039000940000DK.  
 Charted area of the plot: 1,980 m<sup>2</sup>.  
 Property in process of First Registration by the Owner. In the event that it could not be registered before the formalization of the sale, such registration should be carried out by the purchaser, if it is in his interest, at his full cost.
  - **Cadastral property 458 of Industrial Park 39 of Ocaña.**  
 Cadastral reference: 45122A039004580000DW  
 Charted area of the plot: 7,295 m<sup>2</sup>.  
 Property in process of First Registration by the Ownership. In the event that it could not be registered before the formalization of the sale, such registration should be carried out by the purchaser, if it is in his interest, at his full cost.
  - **Cadastral property 9009 of polygon 39 of Ocaña:** Access road to the airfield.  
 Cadastral reference: 45122A039090090000DQ  
 Charted area of the plot: 15,505 m<sup>2</sup>.  
 The property is not registered, so the First Registration process should be carried out by the buyer, if it is in his interest, at his full cost.
- Minimum bidding bid in the auction: 1,060,000 €.
  - Deposit amount: 5% (rounded) of the minimum bid.

### 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: December 21, 2021.
- Second visit: January 11, 2022.
- Third visit: January 25, 2022.

### 4. GENERAL CONDITIONS OF SALE:

The bidders interested in the acquisition of the properties, 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 Ownership, 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 Ownership will be responsible, until the end of the month in which the corresponding deed of sale is signed, for the corresponding expenses .

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.

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

Based on this, SENASA will pass on to the purchaser the proportional part of the payment that they had to make as of January 1.

## **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 highest bids, will be open to natural and legal entities, of Spanish and foreign origin, who have the capacity to contract according to the rules contained in the Civil Code and in the contract of sale, provided that they are not incurred in any prohibitions to contract established in Article 71 of Law 9/2017, of November 8, on Public Sector Contracts.

In order to do so, participants must make a security deposit (5% rounded 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.

Proposals may be submitted by several persons provided that they are jointly and severally obligated to SENASA with respect to the conditions of 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 airfield auction + company name"

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

### 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. At SURUS we will stamp it as an entry record.

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

The document shall accompany three 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.
- Statement of Compliance of not being subject to prohibitions of contracting within the Public Sector (APPENDIX II).
- Descriptive report of the aeronautical sector project to be developed (optional for the bid weighting factor detailed in the bid selection section).
- 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:

- It shall certify its capacity to act through its registration in the corresponding Register in accordance with the legislation of the State where it is established, or through the submission of a sworn statement or certificate, under the terms established in the General Regulations of the Law of Public Administration Contracts, in accordance with the applicable European provisions.
- 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: 1,060,000€

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.

ENVELOPE 3: It shall contain the documentation to be provided by all bidders for the purposes of compliance with regulations on the prevention of money laundering and the financing of terrorism.

- If the bidder is a **natural person**:
  - Client's form (Natural Person), duly completed, according to the APPENDIX IV model.
  - Likewise, in order to certify the professional activity carried out by the bidder and 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.).
- If the bidder is a **legal entity**, it must be included:
- Client (Legal Entity) form, duly completed, in accordance with the model in APPENDIX V.
  - Likewise, in order to certify the professional activity carried out by the bidding company and the origin of the funds that it will provide for the purchase of the lot for which it submits the bid, it must include the documents indicated below, in accordance with the situation of each bidding company:
    1. Corporate income tax
    2. Contribution of funds:
      - Capital Increase
        - Carried out by a natural person: ID card of the funding partner, IRPF (Personal Income Tax) return and bank transfer statement.
        - Carried out by a legal entity: Corporate income tax and bank transfer statement.
      - Shareholders' contribution through account 118 of the General Accounting Plan
        - Carried out by a natural person: ID card of the funding partner, IRPF (Personal Income Tax) return and bank transfer statement.
        - Carried out by a legal entity: Corporate income tax and bank transfer statement.
      - Loan from a company or individual
        - Carried out by a natural person: ID card of the funding partner, IRPF (Personal Income Tax) return, bank transfer statement and loan agreement.
        - Carried out by a legal entity: Corporate income tax, bank transfer statement and loan agreement.
    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.

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 3 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 [inmuebles@surusin.com](mailto:inmuebles@surusin.com) within the deadline for submission of bids, which ends on February 4, 2022, at 12:30 p.m. (Madrid local time). Bids must be received at the offices of SURUS no later than 10:00 a.m. (Madrid local time) on the bid opening day (January 10, 2022).

#### **5. DEADLINE FOR SUBMISSION OF DOCUMENTATION.**

The deadline for submission of bids shall be as follows:

Start date: November 29, 2021

End date: February 4, 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. This certificate will be forwarded to the Auction Committee.

## 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 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 by the Auction Committee.

## 7. CONSTITUTION OF THE AUCTION COMMITTEE AND OPENING OF ENVELOPES

Date of opening of envelopes: February 10, 2022 at 12:00 noon (Madrid local time).

Notwithstanding the foregoing, in the event that at the end of the deadline for submitting bids, there is no documentary evidence (by the means described in the last paragraph of section 4) of any bid having been sent by mail, the date for opening the envelopes may be brought forward, and all bidders shall be duly informed of this circumstance.

For the opening of the envelopes, an Auction Committee will be formed, which will be formed by members of SENASA and SURUS:

- Member 1: Chairman of the Auction Committee (SENASA representative).
- Member 2: SENASA representative.
- Member 3: Representative of SURUS.
- Member 4: Representative of SURUS.

The opening of the envelopes can be followed via streaming. The link will be available on the SURUS website (<https://inmuebles.esrapalia.com/es/>).

The envelopes shall be opened by the Auction Committee. The Chairman of the Auction Committee shall read out the admitted and excluded bidders and shall proceed to open the envelopes containing the bids.

### Selection of bids/bidders

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 Chairman of the Auction Committee will name the bidders who have placed the three (3) highest bids. If they have provided the descriptive report of the aeronautical sector project to be developed, a weighting factor of 5% will be applied. The counting of bids will be as follows:

- a. Bids with project for the continuity of aeronautical activity: BID x 1.05 (weighting).
- b. Bids without aeronautical project development: BID.

SURUS will issue the certificate corresponding to the result of the auction by bid submission, where the three (3) highest bids will be reflected.

In the event of a tie between bidders with the highest bids, all of them will be accepted to continue in the award process.

At that time, bidders will be notified that they are moving on to the second phase of the award process.

## 8. RETURN OF DEPOSITS

Immediately after the opening of the envelopes, the bidders who have not reached the three (3) highest bids 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 not successful, a second auction will be held and, in the event that it is also unsuccessful, a third auction will be held under conditions defined by SENASA.

# PHASE 2: ONLINE AUCTION OF THE THREE HIGHEST BIDS

## 1. AUCTION PLATFORM

The online auction will be held on the SURUS auction platform: (<https://inmuebles.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 three highest 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 to 49 € -> increase of 1 €
- From 50 € to 99 € -> increase of 5 €
- From 100 € to 249 € -> increase of 10 €
- From 250 € to 499 € -> increase of 20 €
- From 500 € to 2,499 € -> increase of 50 €
- From 2,500 € to 9,999 € -> increase of 100 €
- From 10,000 € to 49,999 € -> increase of 500 €
- From 50,000 € to 99,999 € -> increase of 5,000€
- From 100,000 € to 299,999 € -> increase of 8,000 €
- From 300,000 € to 599,999 € -> increase of 10,000 €
- From 600,000 € to 999,999€ -> increase of 15,000 €
- 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 four (4) business days.

Start date: February 14, 2022

End date: February 17, 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, 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.

Within one month of the issuance of the end of auction certificate, the public deed of sale will be executed for the price offered.

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

The successful bidder must appear before the Public Notary designated by SENASA 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 SENASA 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, SENASA may go to the second and third highest bidders in the bid submission phase.

# APPENDIX 1

## 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 D. ...., 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: Airfield located in the municipality of Ocaña (Toledo), registered property 41450 of the Land Registry of Ocaña and cadastral reference 45122A038003820000DE, and cadastral properties with references 5122A038003290000DP, 45122A039000940000DK, 45122A039000960000DD, 45122A039004580000DW and 45122A039090090000DQ (which may hereinafter be referred to as the "Project"), owned by Servicios y Estudios para la Navegación Aérea y la Seguridad Aeronáutica, S.M.E.M.P.S.A (hereinafter referred to as the Ownership), 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 through 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

**STATEMENT OF COMPLIANCE FORM FOR NOT BEING SUBJECT TO PROHIBITIONS AND INCOMPATIBILITIES FOR CONTRACTING WITH THE PUBLIC SECTOR AND FOR BEING IN COMPLIANCE WITH TAX AND SOCIAL SECURITY OBLIGATIONS**

Mr./Ms. ...., with DNI/NIE ..... in his/her own name or on behalf of the company ....., with NIF no. ...., as .....

**DECLARES:**

Under his/her responsibility

That the signatory is acting on behalf of or represents the company submitting the bid.

That neither he/she, nor the company he/she represents, is involved in any of the legal grounds of incapacity or incompatibility to contract, in compliance with the provisions of art. 71 of Law 9/2017, of November 8, on Public Sector Contracts, transposing into Spanish law the Directives of the European Parliament and of the Council 2014/23/EU and 2014/24/EU, of February 26, 2014.

That the aforementioned entity is fully up to date with its tax and Social Security obligations imposed by the applicable provisions and, if they exist, they are guaranteed.

In ....., to ..... of ..... of ....

Signed by:

## APPENDIX III

### 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 SENASA AIRFIELD IN OCAÑA, by means  
 of PUBLIC AUCTION WITH SUBMISSION OF BIDS IN SEALED ENVELOPE AND  
 SUBSEQUENT ONLINE AUCTION BETWEEN THE HIGHEST BIDS, as well as the  
 complementary documentation, submits a bid for the lot corresponding to the property located  
 at KM. 64,200 OF THE ROAD N-IV - POSTAL CODE: 45300 OCAÑA (TOLEDO), the offer of  
 \_\_\_\_\_ (enter in  
*letter*), \_\_\_\_\_ €(enter in number), 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 IV

**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**

<input checked="" type="checkbox"/>	Sale and purchase
-------------------------------------	-------------------

Nature or purpose of the operation:

<input type="checkbox"/>	First home	<input type="checkbox"/>	Second home
<input type="checkbox"/>	Professional / business activity	<input type="checkbox"/>	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

ent

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)*

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:

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**Power of Attorney No. and date:**

---

-

In ....., to ..... of ..... of ....

Signed by:

# APPENDIX V

## 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

X	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



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**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: \_\_\_\_\_

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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 ....