

# General conditions and procedure for the sale of aircraft

20 June 2024

**Important:** This document is a courtesy translation of the “Pliego de condiciones generales y procedimiento de venta de aeronaves.” published in Spanish language. In case of discrepancies between the two documents, the Spanish version will prevail.

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## I. GENERAL CONDITIONS

### 1. OBJECT

The purpose of this document is to establish the general conditions and the procedure for the sale of 9 aircraft of the manufacturer Beechcraft owned by Servicios y Estudios para la Navegación Aérea y la Seguridad Aeronáutica, S.M.E., M.P., S.A. (hereinafter SENASA), stationed at Matacán Airport, located at Ctra. Madrid, Km. 14, 37894 Matacán, Salamanca.

### 2. DESCRIPTION OF THE PROPERTY TO BE SOLD

The aircraft are offered for sale in a single lot that includes the 9 aircraft, which are in **non-airworthy condition and whose registrations are deregistered from the Civil Aircraft Registration Register of the Spanish Aviation Safety and Security Agency (AESA)**.

The following table lists the contents of the lot, indicating also the registration and fleet of the nine aircraft for sale:

TABLE 1: LOT

Registration <sup>11</sup>	Fleet	Y/N	Type	Year of manufacture	Total Hours	Cell	Date of last flight
EC-CLG	F33A Bonanza	CE517	Single-engine piston	1974	5612:15:00		14/04/2001
EC-COQ		CE-584		1975	6624:25:00		21/03/2000
EC-COT		CE-590		1975	7930:35:00		31/05/2002
EC-COV		CE-586		1975	7682:25:00		28/03/2001
EC-CDF	95-B55 Baron	TC-1555	Twin-engine piston	1973	5571:30:00		06/07/2009
EC-COF		TC-1844		1975	6000:15:00		17/11/2011
EC-COG		TC-1850		1975	6967:50:00		31/12/2011
EC-COH		TC-1856		1975	5169:05:00		26/01/2012
EC-CHE	A-100 King Air	B-195	Biturbina	1974	5427:50:00		06/08/2015

The option to sell the aircraft in a single lot is justified by the provisions of article 99.3, letter b) of the Public Sector Contracts Act (hereinafter LCSP), as it is understood that the sale of the aircraft as a whole presents an optimisation in terms of the value of all the components subject to the auction, from the point of view of the possible technical synergies.

<sup>11</sup> Aircraft Registers cancelled in the AESA Civil Aircraft Registration Register

### 3. SALES NOTEBOOK

The main characteristics and condition of each of the aircraft comprising the lot for sale can be found in the Sales Notebooks for each of the aircraft, which are annexed to this document.

The contents of the Sales Notebooks, which are published together with this General Conditions and Procedures for the Sale of Aircraft document, shall be legally or contractually binding on SENASA.

### 4. MINIMUM SELLING PRICE

The minimum selling price of the lot of 9 aircraft is eight hundred and thirty-two thousand eight hundred and ninety euros and thirty-nine cents (832,890.39 €), excluding taxes, and no offer lower than this price will be accepted.

### 5. AIRCRAFT VISITS

Those interested in acquiring the lot of 9 aircraft, before submitting their bid, will have the opportunity to physically see the aircraft. For this purpose, the following airfield visit days have been established:

- First visit: 28 August 2024.
- Second visit: 4 September 2024.

To attend either of the two visits, an e-mail must be sent to [aeronavesventa@senasa.es](mailto:aeronavesventa@senasa.es), indicating the day on which the visit will take place, the person who will be attending, and their contact details. In order to make the visit, it will be necessary to send the signed Confidentiality Agreement, which is included as Annex I of this document.

### 6. CONDITIONS OF SALE

- It is the responsibility of all those interested in acquiring the lot of 9 aircraft to confirm and verify their factual, physical, legal and documentary situation.

The **Aircraft Lot** is sold "as is where is" and with any defects or latent defects at the time of sale.

The corresponding verifications may be carried out by means of the respective planned visits and by consulting the different registers and public bodies (Register of Movable Property, AESA Civil Aircraft Registration Register, etc.), thereby exempting SENASA from any claim and from any liability for any of these concepts.

The interested parties, by submitting their bid and depositing the guarantee provided for in section II.2, expressly accept, without reservation, the legal, documentary, physical and factual status of the lot of 9 aircraft for which they are bidding, and all the conditions set out in this document.

The submission of an offer shall imply the declaration that the participants in the sale procedure are aware of and accept the physical, legal, registry and factual situation of the aircraft, including components, which are the object of sale, with the final purchaser expressly renouncing all claims for compensation for eviction and/or hidden defects or defects.

- During Phase I of the sales procedure, each natural or legal person may not submit more than one bid, nor may it submit a joint bid with others if it has done so individually or be included in more than one joint bid.
- The holder of the bid that is finally selected after the sale procedure shall be the buyer in the sale and purchase agreement, and the assignment of this position to third parties shall not be permitted, unless such assignment is to a company belonging to the same business group in accordance with the terms of the Commercial Code, or unless such assignment is to a newly created company constituted exclusively by those who have participated in the sale procedure, either individually or jointly, and in any case this has been expressly indicated in their bid.
- SENASA reserves the right to withdraw the lot of 9 aircraft from the sale at any time during the procedure, returning the guarantees provided for in the same that, if applicable, had been deposited and without proceeding to the compensation of any expenses to the participants in the procedure.
- All expenses and taxes derived from the parking of the aircraft at Matacán Airport, from the day of the formalisation of the public deed of sale of the aircraft, shall be borne by the buyer.
- The purchaser must remove and, where applicable, dismantle the aircraft(s) within a maximum of 90 calendar days from the day following the day after the signing of the public deed of sale of the aircraft.

All work carried out for the dismantling and transport of the aircraft/s shall be carried out in accordance with the regulations in force and, specifically, the purchaser shall guarantee that both its personnel and the activity to be carried out comply at all times with the regulations on the prevention of occupational hazards.

Any necessary expenses and formalities that may be incurred for the dismantling and removal of the aircraft shall be borne by the purchaser.

SENASA will apply a penalty of 20 euros per day in hangarage for each day of delay in the removal of each aircraft in this situation, over the established deadline.

In case of delay in the removal of the aircraft, the buyer may not remove the aircraft without prior payment of the penalty provided for in this Article.

- The purchaser must have the necessary insurance to cover material and personal damages caused to SENASA, or to third parties, in the dismantling and removal of the aircraft/s.
- The buyer must send SENASA evidence of the change of ownership of the aircraft in the Register of Movable Goods, this being an indispensable requirement to be able

to withdraw the aircraft. A period of 90 days is established for the change of ownership. If the change of ownership has not been made after this period, the buyer must prove to SENASA that the lack of change of ownership is not due to causes attributable to the buyer.

- SENASA has prepared a courtesy translation into English of this document and additional documentation. In the event of any discrepancy between the English and Spanish versions of this documentation, the Spanish version shall prevail in all cases.

## **7. TAXATION AND EXPENSES OF THE SALE AND PURCHASE**

All taxes, notary and registry fees and other expenses derived from the authorisation and registration of the public deed of sale shall be borne by the purchaser, except those that are compulsory by law for SENASA as the selling party.

The terms and conditions of the sale, including taxation and expenses, will be incorporated into the public deed of sale.

## **II. SALES PROCEDURE**

The sales procedure will take place in two phases.

The first phase will begin with the submission of sealed bids. Subsequently, the most advantageous offer for SENASA in terms of price will be selected and, finally, the financial solvency and the origin of the funds (in order to prevent money laundering) of the participant who has submitted this offer will be checked.

The second and final phase will consist of the formalisation of a deposit contract as a guarantee of the sale and the subsequent notarisation of the corresponding deed of sale.

Under no circumstances shall the General Conditions set out in section I of this document be subject to negotiation.

For the management of the entire sales procedure, including the formalisation phase, SENASA will set up a Sales Commission, which will be responsible for opening and evaluating sealed bids and coordinating the formalisation of the deed of sale.

The Sales Commission is the sole interlocutor designated by SENASA for the management of the sale procedure of the lot of 9 aircraft.

### **1. REQUIREMENTS OF THE INTERESTED PARTIES**

In the procedure for the sale of the lot of 9 aircraft, natural and legal persons, Spanish and foreign, may participate, except those provided for in the following paragraph, who have the capacity to act and contract according to the rules contained in the Civil Code, provided that they are not subject to any of the prohibitions to contract established in article 71 of Law 9/2017, of 8 November, on Public Sector Contracts.

Bids from natural or legal persons of Russian nationality shall not be accepted in accordance with the prohibitions set out in Council Regulation (EU) 833/2014 of 31 July

2014 concerning restrictive measures motivated by actions of Russia destabilizing the situation in Ukraine, as amended by Regulations (EU) 2022/328 and (EU) 2022/334, published in the Official Journal of the European Union on 25 February 2022 and 28 February 2022, respectively. This limitation of participation shall apply in the case of bids submitted by natural persons even if they have dual citizenship and/or even legal residence outside Russia and, in the case of bids submitted by legal persons, this limitation shall imply that no bids involving entities in the share capital of which Russian capital participates (even if it does not involve controlling positions) will be admitted regardless of where the tax domicile of such entities is located and what the nationality of such entities is. Furthermore, bids from individuals or legal entities with nationality of countries subject to sanctions and embargoes by the United States, as a result of SENASA's compliance with the obligations acquired with the manufacturer of the auctioned aircraft, to which the ITAR and EAR regulations are applicable, will not be admitted.<sup>2</sup> A joint bid may be submitted by several individuals and/or legal entities provided that all of them meet the requirements to participate in the sale procedure and are jointly and severally obligated to SENASA with respect to the terms and conditions of this document. However, it is not permitted that the same natural person submits a bid individually and at the same time submits another bid through a legal entity in which he/she is a proxy or has a shareholding in another legal entity. Nor may he be a proxy or participant in more than one company submitting a bid. Nor may several legal persons belonging to the same corporate group participate separately.

## 2. GUARANTEE

Those interested in submitting bids must provide a guarantee of twenty-five thousand euros (€25,000) in order to be able to tender for the sale of the lot of 9 aircraft.

This guarantee shall cover the maintenance of the bids submitted until the phase of formalisation of the sale and purchase provided for in section II of this document. Therefore, this guarantee simply grants the right to participate in the sale process, and therefore does not grant any right to purchase.

The guarantee must be provided by bank transfer to the following SENASA account:

HOLDER: SENASA S.M.E M.P. S.A.

ACCOUNT NUMBER: ES37 2100 5731 7802 0006 0905

SWIFT code: CAIXESBBXXX

SUBJECT: To be indicated "Guarantee for the sale of a batch of 9 aircraft + name of the natural person/company".

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<sup>2</sup> **ITAR:** International Traffic in Arms Regulations

**EAR:** Export Administration Regulations

The guarantees deposited shall be returned in accordance with the terms set out in section 6 of Phase I of the sale procedure and in accordance with those set out in section 3 of Phase II of the procedure.

In the event that the guarantee is not deposited in due time and form or, in the event that it is deposited for an amount lower than that indicated (€25,000), the corresponding bid will be automatically excluded from the sale process, and the amount that has been deposited as a guarantee will be returned within the same time limits provided for in section 3 of Phase II, starting from the day after the exclusion of the bid is agreed.

## **PHASE I. SUBMISSION OF SEALED BIDS**

### **1. SUBMISSION OF DOCUMENTATION**

A sheet with the name of the procedure and the name and surname or company name of the bidder shall be submitted and stamped by SENASA as a record of the entry of the documentation.

In the case of dispatch by registered post, such certification shall serve as proof of dispatch.

This sheet shall be accompanied by two sealed envelopes, the front of which shall bear the following identification details:

- Procedure for the sale of the lot of 9 aircraft.
- Name of the tenderer, and of his legal representative, if any, as well as the contact person for the purposes of the sales procedure, if different from the above.
- ID number, passport, NIF, or equivalent, in the case of foreigners, referring to the person submitting the bid or their legal representative, as the case may be.
- Address for notifications.
- Contact telephone number(s).
- E-mail address for notification purposes.

As indicated in section I.6, the holder of the bid that is finally selected after the sale procedure will be the buyer in the sale and purchase agreement, with the exceptions indicated above.

The following documentation shall be enclosed in each envelope:

#### **• ENVELOPE 1: GENERAL DOCUMENTATION**

It shall contain the following documentation:

- Document accrediting the constitution of the guarantee (proof of the transfer made to the SENASA bank account indicated in section II.2).
- Document identifying the number and holder of the account for the return of the guarantee in the event that the tender is not selected.



- Declaration of responsibility for not being subject to any prohibitions on contracting with the Public Sector in accordance with the model contained in ANNEX II. In the case of the presentation of a joint bid by several natural and/or legal persons, this declaration must be presented by all the members of the bid.
- Confidentiality Agreement, which is attached as Annex I hereto, completed and signed.
- Additionally:
  - Natural persons: Photocopy of the ID card or passport of the person submitting the bid).
  - Spanish legal entities:
    - Photocopy of the NIF.
    - Original document, certified or authenticated copy, or simple copy of the deed of incorporation, duly registered in the Mercantile Register.
    - Original document, certified or authenticated copy, or simple copy of the signatory's power of attorney, duly registered in the Mercantile Register, if this requirement is applicable.
    - Photocopy of the ID card or passport of the proxy signing the financial offer.
    - Client form, duly completed and signed, in accordance with the model contained in ANNEX IV.
  - Foreign legal persons:
    - Photocopy of NIF or equivalent.
    - Original document, certified or authenticated copy, or simple copy of the deed of incorporation or equivalent, duly registered in the corresponding Register, if this requirement is applicable.
    - Original document, certified or authenticated copy, or simple copy of the signatory's power of attorney or equivalent, duly registered in the corresponding Register, if this requirement is applicable.
    - Photocopy of the ID card or passport of the proxy signing the financial offer.
    - Customer form, duly completed and signed, according to the model contained in ANNEX V.
    - Declaration to submit to the jurisdiction of the Spanish courts and tribunals of any order for all incidents that may directly or indirectly arise from their participation in the sale process or, if applicable, from the purchase contract, expressly waiving any foreign jurisdiction that may correspond to them, in accordance with the model contained in ANNEX VI.

- Legal entities that are nationals of a Member State of the European Union or signatory to the Agreement on the European Economic Area, in addition to the documents described in the section on Spanish legal entities, shall accredit their capacity to act through their registration in the corresponding Register in accordance with the legislation of the State where they are established, or through the presentation of a sworn statement or a certificate, under the terms established in the General Regulations of the Law on Public Administration Contracts, in accordance with the applicable Community provisions.
- Foreign legal entities, other than those provided for in the previous section, in addition to the documents described above, shall accredit their capacity to act by means of a report issued by the Permanent Diplomatic Mission or Consular Office of Spain of the place of domicile of the company, in which it is stated, after accreditation by the company, that they are registered in the local professional, commercial or similar register or, failing this, that they act habitually in local traffic in the field of the activities to which the object of the sales contract extends.

In the case of joint bids from several natural and/or legal persons, copies of the identity and capacity to act of all of them must be provided.

## • ENVELOPE 2: FINANCIAL PROPOSAL.

The financial offer, which must be signed by the tenderer or its duly accredited representative, shall conform to the model set out in ANNEX III (in the case of a joint tender, the financial proposal must be signed by all the tenderers or their duly accredited representatives) and shall be considered as the final offer.

The financial offer must be formulated for an amount equal to or greater than the minimum sale price indicated in section I.4 (€832,890.39).

A bid that deviates from the corresponding established model, or that expresses an amount lower than the minimum sale price, shall not be valid.

## 2. PLACE AND TIME OF SUBMISSION OF DOCUMENTATION

The documentation shall be submitted to the SENASA offices at the following address:

SENASA

Presidency

Avenida de la Hispanidad nº 12.

28042 - Madrid (Spain)

These envelopes may be submitted from Monday to Friday, working days, at the address indicated, from 9:00 to 14:00 (Madrid local time), therefore expressly excluding Saturdays, Sundays and local and national holidays.

Documentation may also be submitted by sending envelopes by registered post to the same address; however, in this case, the documentation must be delivered to SENASA's offices before the end of the deadline foreseen in paragraph 3 below.

### **3. DEADLINE FOR SUBMISSION OF TENDERS.**

The deadline for the submission of tenders shall be as follows:

- Start: 7 August 2024.
- End: 13 September 2024.

Bids received, either in person or by registered mail, after 14:00 hours (Madrid local time) on 13 September 2024 will not be accepted.

### **4. OPENING OF ENVELOPES AND ADMISSION OF BIDS**

The Sale Commission will open the envelopes on 16 September 2024 at 12:00 noon (Madrid local time).

Once the general documentation contained in Envelope 1 has been reviewed, the bids that, if applicable, are admitted will be determined; the bids that present a defect that must be rectified and the bids that are directly excluded for presenting defects that, in the opinion of the Sales Commission, cannot be rectified. As stated in section II.2, failure to deposit the guarantee in due time and form or depositing it for an amount lower than that indicated (€25,000) shall be a cause for direct exclusion.

After the opening of Envelope 1, Envelope 2 will be opened for those tenders that are accepted and those tenders that are considered to be capable of being rectified.

The Sale Committee will draw up the minutes of the meeting in which it will record the bids submitted; those admitted; those requiring correction, if applicable; the amount of the economic bid of those admitted and those that can be corrected; and, finally, the excluded bids, indicating in this case the reason for exclusion. Likewise, the said Minutes will include a ranking of the bids in order of interest for SENASA, according to the economic bid made, in the event that the sale is not formalised with the bid that has been selected first. The economically highest bid will be considered the most advantageous and will be selected first. In the event that two bids coincide in the economic bid, the bid that was submitted first shall be placed first.

If the bid selected in the first instance does not need to be rectified, the Sale Committee shall close Phase I of the procedure, recording this circumstance in the Minutes, and Phase II shall commence. If, on the other hand, the bid must be corrected, it shall proceed in accordance with the provisions of the following section.

## **5. CORRECTION OF TENDERS**

In the event that the bid selected first, in the opinion of the Sale Committee, has any defect that can be rectified, the said Committee shall notify the bidder or bidders of the defects in their bid and the documentation necessary to rectify them, by means of the e-mail address indicated for notification purposes.

The period for rectification of bids will be three (3) calendar days, from 17 September 2024 to 19 September 2024, with the deadline for the opening of Envelope 2 for the rest of the bids being suspended during this period and until the rectifications are resolved.

At the end of the period for rectification, the Sale Commission shall assess the documentation submitted and shall draw up a record of the rectification or exclusion of the tender, indicating in the latter case the reason for exclusion.

In the event of exclusion of the tender selected first, the next ranked tender will be selected, and the process of rectification will be repeated in the event that this tender has presented a rectifiable defect.

As soon as the tender selected as the most advantageous is considered to have been rectified, a record will be drawn up and Phase I of the procedure will be terminated, leaving a record of this circumstance in the Minutes, and Phase II will commence.

## **6. NOTIFICATION OF UNSUCCESSFUL TENDERS**

Once Phase I has been completed, all those who have submitted a bid that has been excluded will be informed of this circumstance, via the e-mail address indicated for notification purposes, indicating the reasons for said exclusion and informing them that they may collect their documentation at SENASA's offices.

## **PHASE II. PHASE OF FORMALISATION OF THE SALE AND PURCHASE**

### **1. DOCUMENTATION PROVING COMPLIANCE WITH ANTI-MONEY LAUNDERING AND FINANCIAL SOLVENCY REGULATIONS**

At SENASA's request, once Phase I has been completed, the interested party selected with the most advantageous offer for SENASA must provide the documentation listed below for the purposes of accrediting compliance with the regulations on the prevention of money laundering and the financing of terrorism and its economic solvency.

#### **1.1 NATURAL PERSONS**

In order to prove the professional activity carried out by the tenderer and the origin of the funds to be provided for the purchase of the lot of aircraft, the following documents must be submitted, according to their status:

1. Last three payslips/pensions.
2. Income tax returns for the last two years.
3. Statements of assets, if any, for the last two years

#### 4. Extraordinary income:

- Sale of assets: Copy of deeds/documents of sale of assets.
- Inheritance: Copy of the deed of inheritance.
- Donation or loans:
  - o Identity document of the donors or lenders.
  - o Relationship with the tenderer
  - o Copy of the deed of gift or loan agreement
  - o Form to be filed with the tax authorities proving the declaration of the donation/loan
  - o Professional activity as a donor/lender.
  - o Transfer evidencing the donation/loan
  - o If the donation/loan is more than 50% of the funds needed for the purchase, they must provide the personal income tax/corporate tax return of the donor/lender.

## 1.2 LEGAL PERSONS

In order to prove the professional activity carried out by the tendering company and the origin of the funds to be used for the purchase of the batch of aircraft, the following documents must be included, according to the situation of each tendering company:

1. Corporate taxation
2. Annual accounts for the last financial year for which accounts have been closed
3. Contribution of funds:
  - Share Capital Increase: Copy of the deed of amendment of the articles of association. In addition:
    - o If the capital increase is subscribed by an individual: ID card of the shareholder, income tax return and bank transfer statement.
    - o If the capital increase is subscribed by a legal entity: Corporate tax and bank transfer statement.
  - Shareholders' contribution via the PGC<sup>3</sup> account 118
    - o Made by a natural person: ID card of the shareholder, income tax return and bank transfer statement.
    - o Carried out by a legal entity: Corporate tax and bank transfer statement.
  - Loan from a company or natural person: Copy of the loan contract. In addition:

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<sup>3</sup> PGC: General Accounting Plan

- If the loan has been made by a natural person: ID card of the capitalist partner, personal income tax return, bank transfer statement.
- If the loan was made by a legal entity: Corporate tax, bank transfer statement.

#### 4. Sale of assets: Copy of the deeds of sale of assets.

Without prejudice to SENASA's request to provide the aforementioned documentation for the purposes of compliance with the regulations on the prevention of money laundering and the financing of terrorism, until the corresponding deed of sale is formalised, the successful bidder may be required to provide complementary and/or updated documentation, with the formalisation of the sale pending the provision of said complementary and/or updated documentation.

In the event that, in the opinion of the Sale Committee, the interested party does not accredit compliance with the regulations on the prevention of money laundering and the financing of terrorism and its economic solvency, its bid shall be excluded from the sale process and the next bid in the ranking shall be passed on to the next bidder in the ranking. A record shall be drawn up of the reasons for the non-accreditation of compliance with the regulations on the prevention of money laundering and the financing of terrorism and economic solvency.

## **2. SIGNING OF THE EARNEST MONEY CONTRACT**

SENASA will inform the holder of the selected bid of this circumstance and will summon him/her to sign a deposit contract, by means of the e-mail address indicated for notification purposes.

The signing of the deposit contract shall take place within a maximum period of seven (7) calendar days from the day after SENASA formally summons the buyer to sign.

On signing the aforementioned contract, the buyer must pay SENASA, by bank transfer, a deposit of 10% of the economic offer, less the amount previously deposited as a guarantee (€25,000).

The only aspect subject to negotiation in the earnest money contract is the period for formalising the corresponding deed of sale, which shall not exceed two months from the signing of the aforementioned earnest money contract and shall not be subject to any extension. Notwithstanding the above, a modification of the deadline for formalising the deed may be agreed, provided that said modification is agreed by mutual agreement and the cause is justified and accredited by the buyer.

In the event that the buyer does not proceed to sign the deposit contract within the aforementioned maximum period of seven (7) calendar days from the day following the date on which it is summoned by SENASA, it will be understood that it renounces the purchase of the lot of 9 aircraft. In this case, the guarantee of €25,000 deposited to participate in the sale procedure will be forfeited and SENASA may start the formalisation phase again, under the same terms and deadlines established in this section, with the next offer that has been determined in order of interest.

### **3. RETURN OF GUARANTEES**

After signing the aforementioned deposit contract, the rest of the interested parties will be notified of this circumstance, via the e-mail address indicated for notification purposes, informing them that they may collect their documentation at SENASA's offices.

In this sense, the guarantees deposited in SENASA's bank account by the rest of the non-awarded interested parties will be returned within a maximum period of ten (10) calendar days, counting from the date of the aforementioned communication, by bank transfer to the account designated by the interested parties in the documentation contained in Envelope 1.

Notwithstanding the above, SENASA will inform the second best bidder of its position in the auction and will offer it the possibility of maintaining it, leaving the guarantee in deposit, until the deed of sale with the first successful bidder is executed or not, within the terms established in the earnest money contract.

### **4. SIGNATURE OF THE PUBLIC DEED OF SALE CONTRACT**

Within the maximum period foreseen in the aforementioned deposit contract, the buyer must appear before the Notary Public indicated in the third clause of the deposit contract, on the date and at the time indicated, in order to formalise the corresponding public deed of sale and pay the price established in his final offer.

Payment of the price must be made when the deed of sale is formalised by means of an OMF bank transfer in favour of SENASA.

In the event of non-compliance with the deadline for formalising the public deed attributable to the purchaser, the latter shall lose the amount deposited as earnest money under the terms set out in the contract and SENASA may start the formalisation phase again, under the same terms and deadlines set out in this section, with the next bid that has been determined in order of interest. In this case, if the second best bid had agreed to deposit the auction guarantee in order to maintain its position, the earnest money and deeds contract shall be formalised with this second bid.

In the event that SENASA had proceeded to the effective return of the guarantee to this second offer; in the absence of any bidder who maintains its position, SENASA will terminate the sale process without a successful bidder.

## ANNEX I

### CONFIDENTIALITY AGREEMENT

On the one hand, **SERVICIOS Y ESTUDIOS PARA LA NAVEGACIÓN AÉREA Y LA SEGURIDAD AERONÁUTICA, S. M. E., M. P., S. A.** (hereinafter, **SENASA**) with C. I. F. A-79.818.423 and registered office at Avenida de la Hispanidad, 12, 28042 Madrid, registered in the Mercantile Register of Madrid, Volume 838, Folio 121, Page no. M-16835 and represented in this act by ....., of legal age, with D. N. I. ....in his capacity as ....., by virtue of the Power of Attorney granted before the Notary Public of Madrid, Mr. Santiago Alfonso González López, on ....., with the number ..... of his protocol, position and powers that he declares to be in force.

And, on the other hand, .....,

(add details of the natural person and, where appropriate, the legal person and representation)

Both Parties, recognising each other's interest and capacity to enter into this CONFIDENTIALITY AGREEMENT (hereinafter referred to as the Agreement)

#### EXHIBIT:

I - That SENASA and ..... are going to hold a series of conversations aimed at studying the following asset: Lot of 9 aircraft (which, hereinafter, may be referred to as the Project), whereby the Parties will share information regarding the physical/legal situation of said assets.

II - That, in the course of the sales procedure, each party may become aware of certain confidential information of the other party, including, but not limited to, notes, deeds, economic information, know-how, products and trade secrets.

III - That, both parties being aware of the value of such confidential information and of the harm that its disclosure may cause them, have decided to formalise this Confidentiality Agreement which shall be governed by the following

#### CLAUSES:

**FIRST** - Confidential information of the disclosing party may be used by the receiving party only in connection with the Project that is the subject of this Agreement. The Parties further expressly agree that any information that may be provided by the Disclosing Party shall be covered by this Agreement.

Each party undertakes to protect all confidential information received from the other party of which it becomes aware as a result of the sales process relating to the Project,



including but not limited to technical knowledge, know-how, products or business activities and, in general, any data or information, whether in written, audio or audio-visual form, 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 normally uses to protect and safeguard its own confidential information but which in no event shall be less than a reasonable standard of care.

In addition, both parties shall bring to the attention of the other party any suspicion, information or warning that the security of the other party's confidential information is or may be compromised in any way.

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

The obligations of confidentiality and secrecy entail 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, unauthorised access or disclosure, etc., and will therefore remain in full force after the termination of the relationship between both parties regardless of its cause, and is also retroactive in nature and will therefore affect the information to which each party had access prior to the signing of this Agreement.

Therefore, upon termination of this contractual relationship for any reason whatsoever, both parties undertake to hand over and/or return all documentation of any kind in their possession relating to the Project by reason of this Agreement, without the right to keep any copies.

**THIRD** - ....., following the termination of the commercial relations between the parties, undertakes immediately to:

- A) To transmit the content of all the obligations assumed in this Agreement, their essential nature and importance, in written form, to all its administrators, managers, partners, employees, self-employed persons, collaborators, users, and other natural or legal persons with whom it has a relationship now or in the future;
- B) To train them adequately in the obligations and responsibilities assumed in this Agreement and in their essential nature for SENASA;

**FOURTH** - Both Parties undertake to:

- A) To keep confidential to the best of its ability any information which, in connection with the performance of this Agreement, may be used by either party with third parties outside this Agreement. To use confidential information only and exclusively for the specific purposes for which it was received;

B) Not to copy, reproduce or use the Confidential Information for any purpose other than in 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 to you for review, no part of it may be removed from the place where it was provided for review;

C) Not to transmit to third parties all or part of the confidential information other than that which is strictly necessary to carry out its work in connection with the Project.

D) To ensure that any information disclosed to a third party is always disclosed under conditions that inform the recipients of what is set out in this notice and oblige them to treat the information received as confidential, on the same terms as set out herein.

E) That non-compliance with the confidentiality obligation agreed may constitute an infringement of Law 3/1991, of 10 January, on Unfair Competition and Law 1/2019, of 20 February, on Business Secrets.

However, the duty of confidentiality shall not apply in respect of information which:

- a) Be in the public domain.
- b) It was known to either party prior to the date of this Agreement or obtained by lawful means.
- c) It would have been developed independently by either party.
- d) Acquired by the party from a third party that does not, to the knowledge of the Recipient, have a confidentiality obligation to 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 obligation to disclose is not imposed by the legislation in force or at the request of a competent jurisdictional or administrative body, in which case, the party that is going to disclose such confidential information, shall give TWO (2) working days prior written notice to the other party, of 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 teams to personnel whose duties justify a need to know the information.

**SIXTH** - All plans, videos, slides, drawings, designs, specifications, reports, annexes, books, brochures and, in general, any document, written, audiovisual or sound support used by both parties in the course of the sale process shall be the exclusive property of the party that provided them. The aforementioned materials shall be considered confidential information for the purposes established in this Agreement.

Furthermore, during the negotiations of the Project, neither party shall acquire any rights to the industrial property of the other party, such as trademarks, trade names or patents, which shall be considered, for the purposes of this Agreement, as confidential information of the party owning such industrial property rights.

**SEVENTH** - Confidentiality is deemed to extend even to the existence of the sales process. Therefore, it is the express wish of both parties that no publicity whatsoever be made about them. Consequently, neither of the parties will make public, in any way, the existence of the aforementioned Project, 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 undertake 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 those that are necessary for the fulfilment of the legal obligations or interests of each of the parties, when any of the following circumstances occur:

- A1) That the contract referred to in the second clause of this Agreement has been terminated;
- A2) Any breach of any of the terms of this Agreement;
- A3) To be requested by the party that provided it.

**NINTH** - Failure to comply with the commitments undertaken in this Agreement shall entitle the non-complying party to unilaterally terminate the Agreement referred to in clause two of this Agreement and to request the compensation for damages that may correspond to it, as determined in a judicial proceeding.

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

**TENTH.** Both parties undertake to adopt the necessary technical and organisational measures, in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC to which they have access within the framework of this contract, and in Organic Law 3/2018, of 5 December, on the Protection of Personal Data and the guarantee of digital rights, to guarantee the security of personal data, in order to prevent their alteration, loss, unauthorised processing or access, taking into account the state of technology, the nature of the data supplied and the risks to which they are exposed, whether from human action or from the physical or natural environment.

Both parties shall be independently responsible for the processing of the personal data to which they have access. In this sense, apart from the provisions of the third paragraph of the second clause, once the sale and purchase has been deeded and the aircraft have been removed, SENASA and ....., if it is finally the purchasing party, shall not proceed to delete the data necessary for the fulfilment of any legal obligations and responsibilities, but to block them until such time as said actions have expired in their entirety.

For any questions or complaints in this regard, the parties provide the following e-mail addresses: dpo@senasa.es and .....@.....

**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 resolve any issue that may arise from the interpretation or fulfilment of this Agreement.

In witness whereof, both Parties have signed this Agreement, in duplicate and for the purposes set forth herein, at the place and on the date indicated at the head of this Agreement.

**For SENASA**

**By** ..... ..

## ANNEX II

**MODEL OF DECLARATION OF RESPONSIBILITY FOR NOT BEING SUBJECT TO ANY PROHIBITIONS OR INCOMPATIBILITIES FOR CONTRACTING WITH THE PUBLIC SECTOR AND FOR BEING UP TO DATE WITH TAX AND SOCIAL SECURITY OBLIGATIONS.**

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

**DECLARES:**

Under your responsibility

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

That neither he/she, nor the company he/she represents, is affected by any of the legal cases of incapacity or incompatibility to contract, in compliance with the provisions of art. 71 of Law 9/2017, of 8 November, 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 26 February 2014.

That the aforementioned entity is up to date with its tax and Social Security obligations imposed by the provisions in force and, if it has them, they are guaranteed.

In ....., at ..... of ..... of ....

Signed:

## ANNEX III

### MODEL FINANCIAL PROPOSAL

Mr/Ms ....., with DNI/NIE/ID Number ..... in his/her own name or on behalf of the company ....., with NIF/VAT no. ...., as ....., knowing and accepting expressly and without any reservation or limitation whatsoever the Document of General Conditions of Sale Procedure of the Lot of 9 aircraft of 2024, as well as its complementary documentation, presents the offer of ..... (*enter in letter*), ..... € (*enter in number*), excluding taxes and expenses.

In ....., at ..... of ..... of ....

Signed:

## ANNEX IV

### MANDATORY INFORMATION FORM OF THE BID SUBMITTER (NATURAL PERSON OR COMMUNITY OF PROPERTY)

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

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

#### A. DESCRIPTION OF THE OPERATION

X Buying and selling

Nature or purpose of the operation:

<input type="checkbox"/>	Professional Activity	<input type="checkbox"/>	Investment
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Description and Location:

Amount of the transaction (including VAT):

#### B. TENDER DETAILS (NOT OF THE REPRESENTATIVE)

1. Name and surname:

DNI / Passport / Residence card:

Nationality:

Country of residence:

Domicile:

Telephone:

E-mail:

Marital Status:  Married  Single  Divorced  Widowed  De facto union

Economic Regime (married couples and partnerships):  Property in community of property  Separation of property

**2. Do you hold or have you ever held important public office or functions in Spain or in 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 Under-Secretaries; Members of Parliament; Judges of Supreme Courts, Constitutional Courts or other high judicial 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 chargés d'affaires; 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 organisation; senior executives of political parties with parliamentary representation, as well as other persons who are considered senior officials of the General State Administration, persons who hold or have held important public functions in the Spanish regional or local sphere (regional presidents, councillors, mayors, councillors, deputies, other members of government councils and other persons holding equivalent positions to those mentioned above) and senior management positions in Spanish trade union or business organisations. 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?**

- Acting on its own account
- Acting on behalf of a third party. Reason:

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**4. Write the professional or business activity carried out by the tenderer:**

- Employment
- Self-employed

**Profession:**

**Name of the company:**

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**Address of the company:**

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**Give other known information (length of service, monthly or annual salary, etc.):**

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Name and surname	Document identity	Type of relationship (spouse, children, etc.)

### C. DETAILS OF REPRESENTATIVE (IF APPLICABLE)

**Natural / legal person:**

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**Name and Surname / Company name:**

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**DNI / Passport / Residence card / NIF:**

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**Address:**

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**Nationality:**

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**Country of residence:**

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**No. and date of power of attorney:**

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In ....., at ..... of ..... of ....

Signed:

## ANNEX V

### MANDATORY INFORMATION FORM OF THE TENDERER (LEGAL ENTITY)

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

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

#### A. DESCRIPTION OF THE OPERATION

X Buying and selling

Nature or purpose of the operation:

<input type="checkbox"/>	Professional Activity	<input type="checkbox"/>	Investment
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Description and Location:

Amount of the transaction (including VAT):

#### B. DETAILS OF THE TENDERING ENTITY

i. Name and legal form:

NIF / CIF / VAT number:

Registered Office:

Country of Tax Domicile:

Date of incorporation:

Telephone:

E-mail:

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

DATA	FIRST REPRESENTATIVE	SECOND REPRESENTATIVE
Name and surname		
Identity card no.		
Country of nationality		
Country of residence		
Position (administrator, proxy...)		
Number and date of deed		

**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	NATIONALITY	ACTIVITY	% OF CAPITAL

**3. IDENTIFICATION OF BENEFICIAL OWNERS OR ADMINISTRATORS**

Identification of Beneficial Owners (natural persons acting on behalf of, or owning or controlling more than 25% of the capital or voting rights of the client, directly or indirectly):

Name of actual holder 1	
Identity document (NIF, NIE, Passport No....)	
Nationality and residence	

<b>Name of actual holder 2</b>	
<b>Identity document (NIF, NIE, Passport No....)</b>	
<b>Nationality and residence</b>	

<b>Name of actual holder 3</b>	
<b>Identity document (NIF, NIE, Passport No....)</b>	
<b>Nationality and residence</b>	

<b>Name of the actual holder 4</b>	
<b>Identity document (NIF, NIE, Passport No....)</b>	
<b>Nationality and residence</b>	

**If there are no beneficial owners, the details of the customer's administrator(s) must be provided:**

<b>Name of actual holder 1</b>	
<b>Identity document (NIF, NIE, Passport No....)</b>	
<b>Nationality and residence</b>	
<b>Position (sole administrator, chairman, director...)</b>	

<b>Name of actual holder 1</b>	
<b>Identity document (NIF, NIE, Passport No....)</b>	
<b>Nationality and residence</b>	
<b>Position (sole administrator, chairman, director...)</b>	

Name of actual holder 1	
Identity document (NIF, NIE, Passport No....)	
Nationality and residence	
Position (sole administrator, chairman, director...)	

ii. Does the entity have among its shareholders or controlling group any person who holds or has held significant public office 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 such functions?

Sí **Detalle:** \_\_\_\_\_  NO

(Heads of State, Heads of Government, Ministers, Secretaries of State or Under-Secretaries; Members of Parliament; Judges of Supreme Courts, Constitutional Courts or other high judicial 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 chargés d'affaires; 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 organisation; senior executives of political parties with parliamentary representation, as well as other persons who are considered senior officials of the General State Administration, persons who hold or have held important public functions in the Spanish regional or local sphere (regional presidents, councillors, mayors, councillors, deputies, other members of government councils and other persons holding equivalent positions to those mentioned above) and senior management positions in Spanish trade union or business organisations. 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 (tick only one option)?

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

iv. Description of the economic activity:

v. Scope of activity :  Local  National  International

vi. Length of service:

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€.  More than 10.000.000€  More than 10.000.000€  More than 10.000.000€

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

Percentage of own funds..... %.

Provenance:  From its activity  Contribution of members  Sale of real estate  Other

Remarks:

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2. Percentage of external financing.... %.

Provenance:  Mortgage  Donation  Loans between individuals  Bank personal loan

Remarks:

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

Acting on its own account

Acting on behalf of third parties. Reason:

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In ....., at ..... of ..... of ....

## ANNEX VI

### DECLARATION FOR FOREIGN COMPANIES

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

**DECLARES:**

To submit to the jurisdiction of the Spanish courts and tribunals of any order for all incidents that may directly or indirectly arise from their participation in the sale process or, where appropriate, from the purchase contract, expressly waiving any foreign jurisdiction that may correspond to them.

In ....., at ..... of ..... of ....