

Reference:	-
Place: Offices, Hotel Flamingo, Av. España, Núm. 3, Hotel Flamingo, Ur. San Eugenio, T.M.	И.
Adeje, CP 38660, Santa Cruz de Tenerife, Spain.	
Date signed:	

STANDARD INFORMATION FORM

FOR TIMESHARE HOLIDAY PRODUCT AGREEMENT

(Annex to: PURCHASE AGREEMENT)

(Part 1)

1.- Name, Registered Office and Legal Status of the Trader (seller).- The Trading Company "PLAYAS DE ADEJE, SOCIEDAD LIMITADA UNIPERSONAL", as trader and seller, holder of Tax Identity Number B-76/613017, and registered address at Avenida España, Núm. 3, HOTEL FLAMINGO, Urbanización San Eugenio-Playa de las Américas, Adeje, Santa Cruz de Tenerife, Spain shall be a party to this Agreement.

The Company, "PLAYAS DE ADEJE, SOCIEDAD LIMITADA UNIPERSONAL", is a LIMITED LIABILITY COMPANY, and is subject to the provisions of Royal Legislative Decree 1/2010, dated 2nd July, approving the Consolidated Text of the Capital Companies Act, and to the rest of the Spanish legal system.

It is recorded at the Santa Cruz de Tenerife Business Registry, Volume 3.288, Folio 125, Sheet TF-52.334, entry No 1.

- 1.2- Identity, domicile and legal status of the PROMOTOR OF THE REGIME: "FUERTEVENTURA LIFE, SOCIEDAD LIMITADA", with N.I.F.: B-38/872933, and registered office at Av. España, Núm. 3, Hotel Flamingo, Ur. San Eugenio, T.M. Adeje, CP 38660, Santa Cruz de Tenerife, Spain.
- **2.- Product Description (Establishment)**.-It is a right to a timeshare holiday product, at an accommodation forming part of the FLAMINGO HOTEL, a FOUR-STAR Hotel, located in Avenida España, Núm. 3, Urbanización San Eugenio-Playa de las Américas, CP 38660 Adeje, Santa Cruz de Tenerife, Spain; including several Premises and different types of accommodation, for 2, 4 and/or 6 adults.
- **3.- Nature and exact content of the right.-** PERSONAL RIGHT to use a specific accommodation and its ancillary facilities at the FLAMINGO HOTEL establishment, within a

specific period of occupation. The accommodation and occupation period are defined in the agreement. The ANNUAL OCCUPATION PERIODS are of SEVEN CALENDAR DAYS each. All the above, according to the statutory provisions agreed today.

- **4.- Exact period to exercise the right and duration. Date from which the purchaser may exercise his/her right**. THE DURATION OF THE TIMESHARE SYSTEM is FIFTY YEARS, starting on 1st June 1990, and therefore ending on 1st June 2040, so that the period of use shall start on the year when full payment of the agreement price is made up until the end date of the timeshare system.
- **5.- Services provided to the purchaser**.- Users of the FOUR-STAR FLAMINGO HOTEL shall enjoy hot running water supply, electricity supply, Wi-Fi, and cable television (the channels may be subject to variation). Room cleaning, garbage collection and towels and linen change is also included.
- **6.- On the Establishment and the facilities available to the purchaser**.- The FOUR-STAR FLAMINGO HOTEL, has an Opening and Operating Licence, issued by the Cabildo Insular de Tenerife (Island Council of Tenerife), and a Municipal Opening Licence, issued by the Adeje Town Hall. Therefore, it has all mandatory Licences and Authorisations.

The FOUR-STAR FLAMINGO HOTEL offers: Heated swimming-pool, children's pool, Solarium, Bar/à-la-carte Restaurant, Buffet Restaurant; Fitness Club, Common areas and promenades, Gardens and own parking area.

The maintenance fee gives the right to use said services and/or facilities.

7.- Price and other acquisition costs.- The price is the one fixed in the purchase agreement. The average price may vary according to the accommodations and other factors. Any other costs and/or mandatory and/or additional taxes are also set out in the corresponding purchase agreement. Prior to signing the agreement, the purchaser has been informed of the meaning of each concept included in the same.

The purchaser must not pay any other tax or cost that is not included in the agreement.

However, as a condition for the use of the services and/or premises, full payment of the maintenance fee for the corresponding Year must be made. The maintenance fee is also established

in the purchase agreement as well as the updating mechanism, which is also explained in the legal clauses that are given today.

* Exchange Scheme.- The purchaser of the right which is the object of this contract may JOIN an Exchange Scheme, currently offered by INTERVAL INTERNATIONAL (INTERVAL VACATION EXCHANGE, S.A.), notwithstanding which it may agree to incorporate the timeshare system to any other Exchange Scheme, with registered office at: Coombe Hill House; Beverly Way; London SW20 0AR; Registered in the United Kingdom, under Registration number: 02119493, and registered office in Spain, in: Centro de Negocios Martín Buendía, Oficina 16, Camino de las Cañadas, Núm. 1D, CP 29651 Mijas Costa, Malaga, Spain. Telephone: + 34 952 866 958 and Fax: +34 952 865 188.

The membership fees (price and taxes) for said Exchange Scheme are also established in the purchase agreement.

(Part 2)

The consumer is entitled to withdraw from the contract, without giving any reason, within fourteen calendar days from the date of signing the agreement or any other previous binding agreement, or from the date of reception of said agreements, if later.

During said withdrawal period, the consumer is not permitted to make any advance payments. This prohibition extends to any consideration, including payment, provision of guarantees, reservation of money on accounts, explicit acknowledgement of debt, etc. This includes not only payments to traders, but also to third parties.

The consumer shall not bear any costs or obligations other that those included on the agreement.

According to Private International Law, the agreement may be governed by a jurisdiction other than that of the Member State where the consumer has his/her usual place of residence and any dispute may be submitted to any jurisdictional bodies other than those of the Member State where the consumer has his/her usual place of residence.

This document is drawn up in Spanish and English, as it is the mother tongue of the purchaser. The document has been translated by a sworn translator. The original sworn translation is filed with the Property Registry of Adeje. In case of inconsistency between both versions, the Spanish version shall prevail.

By signing this document I /we acknowledge that I/we have been informed, sufficiently in advance, of the identity, registered office and legal status of the trader;



of the description of the product and of the nature and exact content of the right/s which is the object of this agreement; of the period of use and duration; specially, of the date from which I/we shall be able to exercise such right; of the price and any other costs; as well as of the rest of services and/or premises to which I/we have access; and also of the possibility of accessing the Exchange Scheme; By signing this document I/we acknowledge that I/we have been informed of our withdrawal right, to all of which I/we agree. In witness whereof, I/we sign this document. Date:

Sd	Sd
Name:	PLAYAS DE ADEJE, S.L.U.
(Purchaser and consumer)	(Seller and trader)

Additional Information

1.- Information on Acquired Rights

The accommodations of the Establishment "HOTEL FLAMINGO" are part of an existing timeshare system, under the "club system" model, advertised according to the provisions of Act 42/1998, dated 15th December, on timeshare, by virtue of a public deed executed before the Notary Public of Madrid, Mr José Manuel Hernández Antolín, on 10th May 2006, under number 3,047 of his records; which is filed with the Property Registry of Adeje on properties 24,690 to 24,902, in Adeje, on 27th May 2006.

The occupation rights transferred in relation to FLAMINGO CLUB are of a personal nature.

These rights may be exercised in successive periods of occupation, with a duration of seven days each.

These rights are subject and conditional upon compliance with the conditions set out in the corresponding purchase agreement (purchase agreement and Annexes), in the Regulations of the System (given today) and in Act 4/2012, dated 6th July, on timeshare, long-term holiday product, resale and exchange contracts and tax rules.

The purchaser rights and obligations are included in the purchase agreement and in the remaining documents of the timeshare system.

2.- Information on the properties

The Apartments belong to the FOUR-STAR "FLAMINGO HOTEL", located at Avenida España, núm. 3, Urbanización San Eugenio-Playa de las Américas, Adeje, CP 38660, Santa Cruz de Tenerife, Spain.

The apartments of the complex are fully built, furnished and equipped.

Its construction ended on 30th October 1993, as stated in the Property Registry. Its title is: End of Works Certificate authorised by virtue of a deed executed by the Trading Company "AL RIMAL, S.A.", before the Notary of Santa Cruz de Tenerife, Mr Fernando González de Vallejo González, on 11th May 2006, under number 1,611 of his records.

Currently, the Establishment has Apartments and Premises spread over four two-, three-and four-storey building blocks.

Said Apartments, of varying surface areas, are fully equipped with furniture, household appliances and all the facilities necessary to use them during the occupation periods agreed.

The Establishment has been completely refurbished since 2015 and has all the necessary Licences and Permits.

On the SERVICES: Users of the FOUR-STAR FLAMINGO HOTEL shall enjoy hot running water supply, electricity supply, Wi-Fi, and cable television (the channels may be subject to variation). Room cleaning, garbage collection and towels and linen change is also included.

On the FACILITIES: The FOUR-STAR FLAMINGO HOTEL offers: Heated swimming-pool, children's pool, Solarium, Bar/à-la-carte Restaurant, Buffet Restaurant; Fitness Club, Common areas and promenades, Gardens and own parking area.

3.- Additional requirements for the accommodations under construction: NOT APPLICABLE.

4.- Information on the costs.

The buyer and purchaser, by means of the corresponding purchase agreement, shall only pay the price, which may vary according to the circumstances; plus indirect taxes accrued from the purchase, that is IGIC (General Indirect Tax in the Canary Islands) at the rate in force, currently 6.5% of the total price.

Management and/or maintenance fees.- These are established on the relevant purchase agreement. They may vary according to the provisions thereof.

The buyer and purchaser shall pay the administration fee; the maintenance fee corresponding to the first year of use (which shall be updated according to the provisions of the Regulations), and, if applicable, the membership fees of the Exchange Scheme offered by Interval International in case he/she wishes to join the scheme, after signing the relevant agreement and paying the fee.

Regarding the costs related to repairs and replacements, these are normally included in the maintenance fee. Notwithstanding this, the buyer and purchaser must also pay any repair and replacement expenses arising from his/her incorrect use of the accommodations, its furniture and/or fixtures.

5.- Information on the contract termination

It is hereby stated that the agreements shall be terminated due to injury, in accordance with the provisions of article 1290, following and concordant of the Civil Code, which read as follows: The following contracts may be terminated:1) Contracts entered into by legal guardians without judicial authorisation; 2) Contracts entered into in representation of those absent; 3) Contracts entered into in fraud of creditors; 4) Contracts relating to illegal acts; 5) Any other contracts established by law, provided that injury is involved.

Submission to courts to initiate any action requires payment of the fees established by Law and, for the sake of brevity, these are not hereby explained, as well as the fees of barristers and solicitors, if any, which are governed by the objective fact of defeat principle.

6.- Additional Information

Maintenance and repairs of the property, as well as its administration and management, are entrusted to a Service Company. These services are currently rendered by the same Company FUERTEVENTURA LIFE, S.L. Thus, the buyer and purchaser does not take part in the administration and management of these services.

The Company FUERTEVENTURA LIFE, S.L. does not hold nor renders any resale service of acquired rights, nor third party renting services of the occupation period which is the object of this contract. The buyer or purchaser may not take part in any organised system of assignment to third parties regarding the rights foreseen in this agreement.

The buyer may communicate with the Company FUERTEVENTURA LIFE, S.L. in the following languages: (i) Spanish, as it is the language of the place where the property is located; and /or (ii) English and / or (iii) Mother language of the buyer, as long as he/she is a national of a Member State of the European Union.

By mutual agreement, the parties may submit any discrepancies in relation to the construction and application of the agreement to the Jurisdiction of the Courts of Arona and Santa Cruz de Tenerife.

OTHER RIGHTS OF THE PURCHASER.- In accordance with the provisions of Article 30 of the Act, it is hereby stated that the purchaser is entitled to verify the ownership and encumbrances of the property, by requesting such information from the relevant registrar.

Also, he/she may request that a public deed be executed and file its purchase with the Property Registry. The Notary and Registrar fees shall be fixed by them and may amount to, approximately, 300 € each.

For convenience purposes, the following addresses are included:

1 **PROPERTY REGISTRY OF ADEJE**, located at Centro Comercial San Eugenio, 38660 Adeje, Santa Cruz de Tenerife, Santa Cruz de Tenerife.

Phone and fax: 922 71 51 30.

2 OFICINA DE CONSUMIDORES Y USUARIOS MUNICIPAL (LOCAL CONSUMERS AND USERS OFFICE -OMIC of Adeje), and TOURIST OFFICE of the



Town Hall of Adeje, located at Calle Tinerfe El Grande, Núm. 32, Edificio de Usos Múltiples, CP 38670, Adeje, Santa Cruz de Tenerife.

General phone: 922 75 62 13

3 **CABILDO of TENERIFE (Tourist Police)**: Located at Trasera del Recinto Ferial, Calle Alcalde José Emilio García Gómez, s/n, CP 38005, Santa Cruz de Tenerife.

General phone: 901 501 901.

4 DEPARTMENT OF TOURISM OF THE GOVERNMENT OF THE CANARY ISLANDS (for Tenerife), located at Calle La Marina, Núm. 57, CP 38001, Santa Cruz de Tenerife

General phone: 922 924 041

NOTE.- In accordance with the provisions of article 7.3 of Act 4/2012, dated 6th July on timeshare, long-term holiday product, resale and exchange contracts and tax rules, it is hereby stated that this agreement is not marketed nor sold as an investment.

This document is drawn up in Spanish and English, as it is the mother tongue of the purchaser. The document has been translated by a sworn translator. The original sworn translation is filed with the Property Registry of Adeje. In case of inconsistency between both versions, the Spanish version shall prevail.

By signing this document I /we acknowledge that I/we have been informed, sufficiently in advance, of the right which is the object of this agreement; of the properties to which it is ascribed; of the accommodations that may be used; of the future costs related thereto; of the possibilities for termination of the contract; and, of the languages in which I/we may communicate with the trading company; as well as of the rest of rights that I/we have in my/our capacity as purchaser/s. In witness whereof, I/we sign this document stating my/our agreement to the information provided and to the full content of his document. Date:

Sd	Sd
Name:	PLAYAS DE ADEJE, S.L.U.
(Purchaser and consumer)	(Seller and trader)