

Bond Conditions Red Church Vineyard Bond

The undersigned:

1. **Red Church Finance B.V.**, a private company with limited liability established under Dutch Law, with registered office at Vliegersplein 13, 2141VC Vijfhuizen the Netherlands and registered in the trade register of the Chamber of Commerce for the Netherlands under file number: 87234831, hereby represented by her director Maforte Trading B.V., a limited liability company registered with the Chamber of Commerce under file number 60602589, hereby represented by Mr. R.A.M. Wolfert, hereinafter also referred to as: the "Issuer".

Introduction

The person appearing, acting as reported, stated in advance:

- A. The Trust Deed has also been signed to date in which the provisions are laid down under which Stichting Red Church Bondholders, a foundation established under Dutch Law, with registered office at Vliegersplein 13, 2141VC Vijfhuizen the Netherlands, and registered in the trade register of the Chamber of Commerce for the Netherlands under file number: 87234904, will act on behalf of the Bondholders in connection with the issuance of Bonds by **Red Church Finance B.V.**, a private company with limited liability established under Dutch Law, registered in the Chamber of Commerce for the Netherlands under file number: 87234831, hereinafter also referred to as the "Issuer";
- B. The Bondholders should read the Bond Conditions to be determined below in conjunction with the terms of the Trust Deed.

The person appearing, acting as reported, hereby declares to record the following:

BOND CONDITIONS

Article I Definition of terms

1. Board: The Trustee's Board
2. Bond: the bond loan to be issued by the Issuer as described in the Information Memorandum 'Red Church Vineyard Bond';
1. Bonds: the parts into which the Bond is divided
2. Bondholder: a holder of one (1) or more Bonds;
3. Bond conditions: the terms and conditions under which the bond is issued, or as amended from time to time;
4. Closing date: the day of the closing of the subscription period by the Issuer.
5. Information Memorandum: the information memorandum 'Red Church Vineyard Bond';
6. Initiator: Red Church Finance B.V., with registered office at Vliegersplein 13, 2141VC Vijfhuizen the Netherlands and registered with the Dutch Chamber of Commerce under number 87234831.
7. Issuer: an issuer within the meaning of the Dutch Act or financial supervision, for the purpose if this Bond know as Red Church Finance B.V.
8. Minimum nominal issuance amount: The minimum bond amount that needs to be issued to allow the placement of the Bond;
9. Maturity date: the end date of the Term of the Bond.
10. Register of Bondholders: the register of (natural or legal) persons who are entitled as participants in the collective deposit with regard to the bonds, in each case in proportion to the number of bonds registered in the name of each of those persons in the trustee's administration;
11. Trust deed: the deed between the Issuer and the Trustee regarding the provision, obligation and rights of both parties regarding the Bond;
12. Red Church Group: the Group that received the fund of the Bond trough a Loan from the Issuer with on top the entity EN EooD.
13. Term: the duration of the Bond, starting on the first (1st) business day after the Issuer has closed the issuing period and will last till the 31st of December 2027.
14. Trustee: foundation Stichting Red Church Bondholders, in which the interests of the holders of the Bonds are accommodated.
15. Qualified resolution: a resolution of the Meeting of Bondholders as referred to in Article 20, paragraph 2, 9 and 10 of the Trust Deed;
16. Subscription period: being the period from the date of publication of the Information Memorandum till the Closing Date

Article 2 Applicability of bond terms

1. These Bond Conditions apply to the Bond to be issued by the Issuer, as described in its Information Memorandum. By subscribing to the Bonds, the subscriber expressly, unconditionally and irrevocably accepts the applicability of these Bond Conditions.

Article 3 Bonds

1. The issuer will issue the Bonds to the Bondholders in accordance with the terms and conditions set out in these Bond Conditions and Trust Deed. The Bondholders are deemed to have taken note of these Bond Conditions and the terms and conditions included in the Trust Deed and are bound by them.
2. The Bonds are in the name of the Bondholder and amount each with a nominal value of € 25.000,- (twenty-five thousand euro).
3. The Issuer envisages a total nominal issuance amount of € 4.900.000,- (four million nine-hundred thousand euro) and is divided into a maximum of 196 (one-hundred ninety-six) bonds, with a minimum nominal issuance amount of € 3.300.000,- (three million three-hundred thousand euro). When the minimum nominal issuance amount is not collected, the placement will not

take place and amounts already received by the Trustee/Issuer will be refunded to the Bondholders in accordance with Article 7 paragraph 7 of the Trust Deed.

4. Subscription for the Bonds takes place through completing, legally signing and returning a registration form issued by Issuer. The Subscription Period will start from the date of publication of the Information Memorandum and ends when the subscription for the Bond is completed, but no later than the Closing Date. The Issuer expressly reserves the right, in its sole discretion, to shorten or extend the Subscription Period. In addition the issuer expressly reserves the right at its own discretion to increase or decrease total nominal issuance amount, with a current minimum of € 3.300.000,- (three million three-hundred thousand euro).
5. In the case that the minimum nominal issuance amount is reached, the Issuer is entitled to partially close the Bond, whereby all rights and obligations as set out in the Information Memorandum, the Trust Deed and these Bond Conditions apply to the Issuer, Trustee and the Bondholders. The Issuer will be allowed to issue additional Bonds, after the partial closing date under the same conditions as stated in the Information Memorandum, the Trust Deed and these Bond Conditions until the total nominal issuance amount of € 4.900.000,- (four million nine-hundred thousand euro) has been issued. If the Issuer issues additional Bonds after the partial closing of the Bond, these amounts will be added to / included into the original Trust Deed and the securities/collateral deeds provided by the Issuer to the Trustee, respectively the Bondholders regarding the already issued Bonds will be increased by adding this/these additional amount(s) to the securities/collateral deeds in line with provisions as stated in these Bond Conditions, the Information Memorandum and the Trust Deed.
6. A Bondholder must at all times invest and holding a minimum of 4 (four) bonds with a nominal value of € 25.000,- (twenty-five-thousand euro) each, totalling a minimum total value of € 100.000,- (one-hundred thousand euro) or in the case a Bondholder wishes to hold less than the minimum the Bondholder will be obliged to sell all of their Bonds to a third party and/or convert all of her bonds into share capital as a result of which the Bondholder will no longer be participating in the Bond.
7. By signing the registration form belonging to the Bond, the subscriber declares to have read the Information Memorandum, these Bond Conditions and the Trust Deed and to irrevocably and unconditionally submit to the conditions contained therein.
8. No proofs of the Bonds will be issued. A register of Bondholders is maintained by the Trustee, in accordance with the terms of the Trust Deed. Delivery of the bonds in physical form is excluded.
9. The Issuer expressly reserves the right at all times to refuse or not to effectuate a registration in whole or in part without giving any reason. Registrations are handled in order of receipt. If more Bonds are subscribed for than are available for allotment, subscriptions may not be taken into consideration in whole or in part. Any deposits in connection with bond subscriptions that are declined or unsecured will be reversed to the bank account number from which the original deposit was made.
10. The Bonds are issued solely for sale and trading in the EU, as long as this does not constitute an offer of any security or an invitation to make an offer to purchase any security to any person (natural or legal) in any jurisdiction where this is not permitted under the applicable laws and regulations. The Trustee and the Issuer accept no responsibility or liability with regard to a transfer of Bonds to (natural or legal) persons residing or domiciled outside the EU or in the EU if a transfer is not permitted under the applicable laws and regulations.

Article 4 Conditional assignment of the bonds

1. Conditional assignment of the Bonds by the Issuer will take place by means of written notification (by e-mail or letter) thereof to the subscriber by the Trustee of the number of Bonds assigned to the subscriber.
2. The notification is accompanied by a request from the Trustee to deposit the funds in accordance with the Deposit Request. After conditional assignment of the Bonds, the Bondholder must, within the term specified in writing by the Trustee in the Deposit Request, deposit the principal amount of all Bonds conditionally assigned to the subscriber by transferring the amount conform the payment details as stated in the Deposit Request.
3. Assignment will take place on a first come first served basis.
4. Upon receipt of the Deposit the Trustee will inform the relevant person by means of written notification (by e-mail or letter) as soon as possible.
5. In line with the Trust Deed the Issuer appoints the Trustee as a paying agent in connection with the issuance of the Bonds. All payments to be made under the Bonds, whether principal or interest, will be made by the Issuer to the Trustee, who on her turn will transfer the payments directly to the Bondholders or must be paid directly to the Bondholders after the payments has been approved by the Trustee.
6. After checking the correctness and completeness of the completed registration forms and checking the Deposit received, and no default has come up, unconditional allocation and issuance of the Bonds will take place. After the unconditional assignment and issuance, the Bondholder will receive from the Trustee a copy of its entry in the Bondholders Register.
7. The Issuer explicitly reserves the right to refuse or not to effectuate a registration, in whole or in part, at any time without stating reasons, including in case a subscriber fails to provide the relevant KYC documents. Any deposits in connection with subscriptions for Bonds that are declined or unsecured will be reversed to the IBAN (International Bank Account Number) from which the original deposit was made, as soon as possible. In the event of a reversal, no interest or compensation in any form whatsoever will be paid on the reversed amount.
8. The issue and placement of the Bonds may take place on the first (1st) business day after the Issuer has closed the issuing period. The Closing Date, is expected to be on the 25th of December 2023 or as sooner or later as the Issuer at its own discretion determines. The results of the issuance of the Bonds will be published by the Issuer during the Subscription Period on her website, accessible via www.redchurchvineyard.nl.

Article 5 Status

1. The obligations under the Bonds constitute independent, legally enforceable obligations of the Issuer towards the Bondholders.
2. The (claims under the) Bonds rank equally among themselves and with respect to each other, without any difference in preference. The Bondholders' claims against the Issuer under the Bonds shall rank at least equally with all current and future claims of Issuer's unsecured creditors, provided that the Bondholders' claims will be reinforced with real security rights in the

form of mortgage and pledge rights as states in Article 15 of the Trust Deed, save for those preferred by mandatory and/or overriding provisions of law.

3. The issuer will not attract any (new) bank financing and/or non-bank money loan(s) arrangements for her business operations. The Issuer is only allowed, during the Term, to attract bank financing and/or non-bank money loan(s) from third parties (including via another bond loan), for the (full or partial) refinancing of the Bond, on commercial terms.
4. For the greater certainty of the Issuer and vis-à-vis the Bondholders the Red Church Group who receives the Bond funds from the Issuer through a Loan, will not attract and/or use bank financing and/or non-bank money loan(s) (other than to redeem the Bonds) whereby securities will be provided to the financier with regard to the assets on which a security rests for the Issuer and the Bondholders respectively. In addition, the Issuer respectively the Bondholders obtain collateral in the amount of 100% of the total outstanding principal of the Bond.
5. The Bonds are expected to rank Senior to other creditors of the Issuer and respectively of the Red Church Group, through the Loan, as a result of the securities of collateral obtained by the Trustee (for the Bondholders) and based on the financing limitations as described in paragraphs 3 and 4 of this Article.
6. The Red Church Group is however allowed to attract / receive (short term) money loans from third parties (including via another bond loan) under market conditions, to finance her business operation, growth plans and for the pre-financing of subsidy programs, whereby the free assets of the Red Church Group can be provided as collateral to the Financier. No prior approval of the meeting of Bondholders is required for raising financing as referred to in this paragraph.
7. The Red Church Group is also allowed to invoke a credit line regarding the funding of the marketing plan of the singledrinks.com project, of € 500.000,- (five-hundred thousand euro) to be provided by DRI EooD, the current sole shareholder of EN. The credit line will have a duration of 3 years and DRI EooD will receive an interest on this loan of 3-months Euribor + 300 basis points. DRI EooD will receive from EN a pledge on 100% (one-hundred percent) of her participation in singledrinks.com, equal to 49% (forty-nine percent) of the issued share capital of singledrinks.com OOD. Which DRI EooD can effectuate in the event that the credit line is not been repaid within the period of 3 years or in the event interest payments are not paid according to the loan contract by singledrinks.com OOD to DRI EooD.
8. The Bonds will not be guaranteed by the Issuer or any entity of the Red Church Group or other party.

Article 6 Term and repayment

1. The Term of the Bond will last (maximum) till the 31st of December 2027, for all Bonds from the Closing Date, on the understanding that the Issuer is authorized to make Early Redemptions under any circumstances, without penalty, subject to a twenty (20) business days prior written notice to the Bondholders, decide to fully or partly redeem the Bonds prior to their final maturity (Early Redemption). The Issuer is allowed to make early repayments on the loan in accordance with the following provisions:
 - a. The Issuer is allowed to make an early repayment on the bond in the fiscal years 2024 and 2025, in which case the Issuer is allowed to repay a part of the Bond or the whole Bond against a rate of 105,00%
 - b. The Issuer is allowed to make an early repayment on the Bond in the fiscal year 2026, in which case the Issuer is allowed to repay a part of the Bond or the whole Bond against a rate of 102,50%
 - c. The Issuer is allowed to make an early repayment on the Bond in the fiscal year 2027, in which case the Issuer is allowed to repay a part of the Bond or the whole Bond against a rate of 100,00%.
2. The Issuer is only allowed to make these early repayment in the case that, during the Term, the Issuer attracts a bank financing and/or non-bank money loan(s) from third parties (including via another bond loan), for the (full or partial) refinancing of the Bond, on commercial terms or in the case that the Red Church Group makes an early repayment on the Loan.
3. By a (partial) repayment of the Loan by the Red Church Group to the Issuer, the Issuer is mandatory and obliged to use the repayment on the Loan as a repayment on the Bond. In the case of a partial repayment on the Bonds the repayment will be allocated to the issued Bonds on the basis of a drawing of lots carried out by a Dutch civil-law notary.
4. In the case of an early repayment on a part of Bond the repayment must at all time be made in consultation with the Trustee, so that in all times a repayment of the Bond does not result in a Bondholder holding less than 4 (four) Bonds with a total nominal value of € 100.000 (one-hundred thousand euro) or the Bondholder must be repaid in full as a result of which she / he will no longer be participating in the Bond.
5. As from the moment a Bond is repaid it will no longer benefit from the right to receive the same amount of interest payments or to receive interest payments at all.
6. As soon as the (partial) Closing Date has been definitively determined, the Issuer will communicate this date to the Trustee who in her turn communicate this date in writing or by mail to the Bondholders and the Issuer will publish this (partial) Closing Date on her website www.redchurchvineyard.nl.
7. In the case that the Issuer has issued additional Bonds after the Partial Closing Date, as described for in Article 3 paragraph 5, the duration of these additional issued Bonds will have the same duration as the Bonds that are issued in the Partial Closing Date. So that all Bonds have as end Term the 31st of December 2027.
8. At the end of the Term the Bond will be repaid in full. In the event that a situation as described in Article 16 of the Trust Deed occurs during the Term, the Issuer is obliged to redeem the Bonds (without penalty interest).
9. The Bonds issued by the Issuer during the Subscription Period will be fully redeemed early in the event that the Minimum nominal issuance amount is not met on the Closing Date. If such a situation arises, the Early Repayment will take place on the first (1st) business day after the Closing Date. The Trustee / Issuer will as soon as practicable wire back to the subscribers' bank accounts the nominal value of the Bonds (i.e. EUR 25.000,- per subscribed Bond). The Bondholder / subscriber is in this case not entitled to any interest and/or compensation whatsoever.
10. The Bondholders may not request the redemption of their Bonds prior to the maturity date. If an Event of Default, as described for in article 16 paragraph 1 of the Trust Deed occurs, the Issuer will be required to repay all outstanding amounts due under the Bonds (whether in principal or interests).

Article 7 Interest

1. Each Red Church Vineyard Bond with a nominal value of € 25.000,- (twenty-five thousand euro) will give the Bondholder the right, on an annual basis, to a Red Church Vineyard Wine Voucher (Voucher) that provides the Bondholder with the right to receive from the Issuer per Bond 91 (ninety-one) bottles of the Classic Red Wine of Red Church Vineyard.
2. For each 4th (fourth) Bond that is hold in ownership by a Bondholder 2 (two) additional bottles of the Classic Red Wine are added to the Voucher. Resulting that per 4 (four) Bonds (equal to the minimum participation) with a totaling nominal value of € 100,000 (one-hundred thousand euro) the Bondholder will receive a Voucher that can be redeemed by the Issuer for 366 (three-hundred sixty-six bottles of the Classic Red Wine of Red Church Vineyard.
3. In total the Red Church Group will be able to produce from the current stock of the harvest years 2018, 2019 and 2020 a sufficient amount of bottles to meet the total amount of the to be provided Vouchers regarding the total duration of the Bond. The Issuer will receive from the Red Church Group a pledge on the Classic Red Wine bottles that are linked to the wine Vouchers. The Issuer will transfer these rights one-on-one to the Trustee, who will hold these rights for the benefit of the Bondholders. As a result, the Issuer is, respectively the Bondholders are, through this structure already secured in advance with the due quantity of Classic Red Wine with regard to the Wine Vouchers as stated in Article 7 par. 1 and 2.
4. If in a particular year the stock of Classic Red Wine by the Red Church Group is not sufficient to cover the Interest in Vouchers, for example due to the loss of the harvest due to bad weather conditions or diseases in the vines or due to damage to the stored bottles and/or half-fabricates, the Bondholders remain entitled to this deferred interest. This deferred interest will be redeemed from the following year's production or distributed from the stock already available at the free disposal of the Red Church Group. The Red Church Group is free to determine the year from which the deferred bottles will be redeemed to make up the shortfall in the specific year. The Red Church Group is authorized in this regard to choose to distribute the Premium Red Wine instead of Classic Red Wine to redeem the deferred interest. The Premium Red Wine has a higher value than the Classic Red Wine, and there for a price ratio calculation will be handled for the calculation of the to be distributed Premium Red Wine bottles. Meaning that in the case the Premium Red Wine compared with the market value of the Classic Red Wine has a ratio of 1,33, the total to be deferred interest in bottles of Classic Red Wine will be divided by this factor. With as a result that the value of the Voucher will remain the same.
5. When a Bondholder wishes to redeem the Voucher, she will inform the Trustee of this action. On her turn the Trustee will inform the Issuer who will effectuate a part of her purchase option to purchase the respective bottles of wine from the Red Church Group, against the fixed purchase price as agreed on between the Issuer and the Red Church Group. The Red Church Group will transport the wine to the Issuer who on her turn delivers the bottles of wine to the address of the Bondholder in the case that this address is in the Netherlands. In the case the delivery address is in another EU country the excise duty and VAT regarding that transport are for the costs of the Bondholder and will be charged by the Issuer to the Bondholder, prior to transport.
A Voucher can only be exchanged once a year by a Bondholder for the acquisition of the wine bottles connected to the Voucher. Each year in the period from the 1st of December till the 15th of December a Bondholder can instruct the Trustee in writing to redeem her Voucher for a specific year in whole or in part. The Trustee will instruct on the 16th of December, or the first business day after this day in the case this day not a business day, the Issuer of the total redeemed Vouchers and the years to which they relate. Based in this instruction the Issuer will effectuate his purchase right and will purchase the Red Classic Wine bottles connected to the redeemed Vouchers..
6. The Red Church Group on her turn will transfer these bottles of wine to the storage of the Issuer in the Netherlands and upon receipt of the wines by the Issuer and payment of the taxes due the Issuer will send the bottles to the address of the Bondholder(s) who redeemed her/his Voucher(s). The Red Church Group will deliver the wine bottles by transport from the wine estate at the latest on the 31st of January of the year following to the effectuation of the purchase right.
7. The foregoing may only be deviated from with the mutual consent of the Trustee, Issuer and the Red Church Group with regard to the amount of dates on which a Voucher can be converted into the acquisition of the wine bottles connected to the Voucher. Whereby the transport date of these wines will be at the latest on the last day of the month following the month in which an additional exchange is made possible.
8. The Issuer will only uses her purchase right in the case that a Bondholder has instructed the Trustee to effectuate her Voucher(s), and the Trustee on her turn has filed a request to the Issuer to deliver the wines bottles related to the Voucher(s).
9. Further condition regarding the interest payments are described for in Article 8 of the Trust Deed.

Article 8 Payments

1. Conditional assignment of the Bonds by the Issuer will take place by means of written notification (by e-mail or letter) thereof to the subscriber by the Trustee of the number of Red Church Bonds assigned to the subscriber. Assignment will take place on a first come first served basis. The notification is accompanied by a request from the Trustee to deposit the funds in accordance with the Deposit Request. After conditional assignment of the Bonds, the Bondholder must, within the term specified in writing by the Trustee in the Deposit Request, deposit the principal amount of all Bonds conditionally assigned to the subscriber by transferring the amount conform the payment details as stated in the Deposit Request.
2. Bondholders will not be charged commissions or fees in respect of payments made in accordance with these Bond Conditions, except for fees or commissions disclosed in the Article s 17 and 18.
3. The Trustee is exclusively authorized, to the exclusion of the Bondholders, to claim all that the Issuer owes to the Bondholders for and on behalf of the Bondholders. The Bondholders expressly and unconditionally agree to this. In that regard, the Trustee collects the interest due and all other distributions which the Issuer may at any time owe to the Bondholders.
4. The Trustee collects redeemable bonds, the interest and all other distributions on the Bonds.
5. All funds intended for the payment of interest and principal must be deposited into a bank account in the name of the Trustee stating that the balance of such account is for the benefit of the Bondholders or must be paid directly to the Bondholders after the payments has been approved by the Trustee.
6. All assets intended for the payment of interest must be transferred by means of a transfer document in the name of the Trustee stating that the assets are for the benefit of the Bondholders and will be transferred to the Trustee under the title of

management and custody for the Bondholders, included with an overview of the assets per bond (specified by asset number) accruing to a specific Bond.

- a. For the payment of the interest in Vouchers the Issuer will transfer the ownership into custody of the Trustee. The Trustee will hold the received interest in kind in custody and management for and on behalf of the Bondholders. On her turn the Trustee will transfer the received Vouchers to the entitled Bondholders. The Trustee will hold a register per Bondholder of their ownership in the received interest in kind.
7. The satisfaction of any payment obligation of the Issuer to the Trustee regarding the Bondholders releases the Issuer to the Bondholders and the Trustee, it being understood that in the mutual relationship between the Trustee and the Bondholders the performance accrues only to the latter.
8. Immediately upon receipt, the Trustee shall make the interest or other distributions payable or available to the Bondholders and shall notify the Bondholders in writing thereof.
9. In the event of liquidation of the Issuer, the closing distributions on the Bonds will be paid by the Trustee to the Bondholders.

Article 9 Statute of limitations

1. The funds from the redemption of the Bonds and from the interest payments by the Issuer which cannot be paid to Bondholders for any cause not related to the Trustee and/or the Issuer, of which fact, if possible, the relevant Bondholder shall be notified in writing by the Trustee, and based on the above cannot be made available to the Bondholder no later than five years after the redemption of the Bond, will lapse in favour of the Issuer. The Trustee is then obliged to cooperate in ensuring that the funds deposited in payment thereof or the transfer of other assets are transferred to the Issuer.

Article 10 Collateral and securities

1. The Issuer hereby unconditionally and irrevocably declares to both the Trustee and the Bondholders separately, the Bond and any other payment obligations to the Bondholders under the Trust Deed (the Primary Obligations) to the Trustee are subject to all the provisions of the Trust Deed, by virtue of which the Trustee has its own independent right of claim of equal amount, composition and enforceability to all the Primary Obligations (the Parallel Debt).
2. As additional security for the Parallel Debt that the Issuer has towards the Trustee, the Issuer will provide one or more securities with due observance of the relevant provisions of Article 15 of the Trust Deed.

Article 11 Early claimability and changes in rights.

1. Under the provisions of Article 16 of the Trust Deed the Trustee can in the event of default in respect of the Bonds, at its own discretion, close the Bond (including Principal and Interest) per immediately claim
2. If an event of default occur as referred to in the Article 17 paragraph 1 of the Trust Deed, the Trustee may make arrangements with the Issuer with regard to the fulfillment of the obligations of the Issuer under the Bond. If such an arrangement involves extending the term, giving up, reducing or changing the rights of Bondholders, such extension, surrender, reduction or change may not take place until after authorization to do so from the Meeting of Bondholders, by a majority of at least two-thirds of the aggregate nominal amount of the outstanding Bonds is represented, provided that the relevant resolution is passed by at least three-fourths of the valid votes cast. If the aforementioned amount of Bonds is not represented in such a meeting, a second meeting of Bondholders, subject to the same convocation formalities as for the first meeting, must be held within one month, in which, irrespective of the amount of Bonds represented, at least three-fourths of the valid votes cast a decision can be taken, with the exception of urgent cases as referred to in paragraph 3 of this Article.
3. In urgent cases such as impending bankruptcy, impending suspension of payments, reorganization of the Issuer or the intention to do so, at the discretion of the Trustee, the Trustee shall be entitled to waive, reduce and/or alter all or part of the rights of bondholders, without authorization from the Meeting of Bondholders if the Trustee believes that such acts or transactions are not to be delayed and are in the interest of the Bondholders. The Trustee shall never be liable for the use or non-use by the Trustee of the power granted in this paragraph, or the manner in which it is exercised, as well as the consequences thereof, except in the case of gross negligence or gross intent on the part of the Trustee.
4. At any time, after the Bonds become immediately payable, the Trustee may, in its discretion and without further notice, initiate proceedings against the Issuer that the Trustee believes is necessary to enforce the terms of these Bond terms. A Bondholder may only commence proceedings against the Issuer if the Trustee fails to commence proceedings within a foreseeable time and such failure continues.

Article 12 Register of Bondholders

1. The Register of Bondholders is administered and held with due observance of the relevant provisions of Article 17 of the Trust Deed.
2. The Trustee and the Issuer recognizes as Bondholders the persons who are recorded in the Register of Bondholders as the owners of the Bonds.

Article 13 Transfer of Bonds

1. The Bonds are transferable to a third party, it being understood that a Bondholder cannot transfer Bonds if a transfer of Bonds violates the law, these Bond Conditions or the Trust Deed.
2. A assignment or transfer of rights, interests or benefits under the Bonds to a third party are governed by the rules as set out in Article 18 of the Trust Deed. The rules to assign or transfer rights, interests or benefits under the Bonds is a demanded mandatory to obtain legally valid recognition of an assignment or transfer of rights, interests or benefits under the Bonds by the Trustee and Issuer.

Article I4 Meeting of Bondholders

1. The meeting of bondholders is convened and held with due observance of the relevant provisions of Article 19 of the Trust Deed.

Article I5 Voting

2. Each bond, with a nominal amount of €25.000,- (twenty-five thousand euros), entitles its holder to one vote at the Meeting of Bondholders.
3. The voting, the voting quotas and the voting rights conferred and accruing thereto are regulated with due observance of the relevant provisions of Article 20 of the Trust Deed.
4. The (implementation of the) following decisions require the approval of the Meeting of Bondholders in a meeting at which at least two-thirds of the aggregate nominal amount of the outstanding Bonds is represented, provided that the relevant resolution is passed by at least three-fourths of the valid votes cast:
 - (i) Extending the Term of the Bonds or the dates on which interest is payable in respect of the Bonds;
 - (ii) To reduce or cancel the nominal amount the Bonds;
 - (iii) To reduce, cancel or giving-up the interest on the Bonds;
 - (iv) To change the currency and or way of payment of the interest;
 - (v) To change the currency and or way of payment of the Bond;
 - (vi) To modify the provisions concerning the quorum required in accordance with the quorum and majority requirements set out in the Trust Deed and the Bond Conditions;
 - (vii) To change the bond terms related to the immediate payment of interest and the nominal amount of the Bonds by the Issuer in a way that is detrimental to Bondholders;
 - (viii) To modify or waive any other provision of the Trust Deed and the Bond Conditions that do affect or harm the interests of the Bondholders;
 - (ix) appointing a new Trustee, releasing the Trustee from his position and replacing the Trustee as referred to in article 23 paragraph 1 and paragraph 3 of the Trust Deed respectively;
 - (x) granting an authorization as referred to in Article 16 paragraph 2 of the Trust Deed.
5. The (implementation of the) following decisions require the approval of the Issuer:
 - (i) changing the dates on which any form of interest is due;
 - (ii) changing the Conditions of the Bonds in a way that imposes a higher burden on the Issuer or may otherwise be negative for the Issuer.

Article I6 Taxes

1. The Bondholder acknowledges and declares that all tax charges related to its participation in the Bond are and/or will be for its own account and risk. This includes taxes in the form of VAT, excise duties, capital gain tax, withholding tax (in whatever form), income tax, corporation tax and wealth tax that may arise at the time of the sale, transfer, acquisition, ownership, repayment and/or holding of the Bonds and the Interest in kind in the form of the by the Vouchers or the Classic Red wine of the Red Church Group in the case the Vouchers are redeemed.
2. The Issuer, the Red Church Group and the Trustee bear no responsibility for these taxes as described above. The Bondholder, upon signing the application form for obtaining a Bond will sign for the statement in which the Bondholder will indemnify the Issuer, the Red Church Group and the Trustee from any claim arising out of the Bond's tax matters which may arise at any time now or in the future.
3. When a Bondholder is intended to assign or transfer rights, interests or benefits under the Bonds the mandatory (private) deed for this transaction, as stated in Article 18 paragraph 2 of the Trust Deed, must include the statement in which the receiving Bondholder will indemnify the Issuer and the Trustee from any claim arising out of the Bond's tax matters which may arise at any time now or in the future. This includes taxes in the form of VAT, excise duties, capital gain tax, withholding tax (in whatever form), income tax, corporation tax and wealth tax that may arise at the time of the sale, transfer, acquisition, ownership, repayment and/or holding of the Bonds and the Interest in kind in the of the by the Vouchers or the Classic Red wine of the Red Church Group in the case the Vouchers are redeemed. This statement in the (private) deed to assign or transfer rights, interests or benefits under the Bonds is a demanded mandatory to obtain legally valid recognition of an assignment or transfer of rights, interests or benefits under the Bonds by the Trustee and Issuer.
4. Any amount / claim for taxes made in respect of the Bond with the Issuer, the Red Church Group and/or the Trustee will be charged by the Issuer and/or the Trustee to the Bondholder or will be deducted from his or her interest (to offset the amount owed to the tax authorities if this amount is already settled with the Issuer and/or the Trustee).

Article I7 Transport costs

1. The costs for transport from the wine estate to the storage of the Issuer will be invoiced by the Red Church Group to the Issuer. The Issuer will pass these costs one-on-one plus the costs of transport from the storage from the Issuer to the Bondholder by invoice to the Bondholder. The Bondholder is obliged to pay these costs to the Issuer prior to obtaining the bottles.
2. The costs for transport from the Red Church Group to the Issuer will have a fixed amount of € 0,75 (seventy-five eurocent) per bottle, to be indexed annually conform the HICP. The Issuer will pass these costs one-on-one plus the costs of transport from the storage from the Issuer to the Bondholder by invoice to the Bondholder. The Bondholder is obliged to pay these costs to the Issuer prior to obtaining the bottles.
3. In the case the bottles of wine of a Bondholder are transferred from the storage of the Issuer to another country than the Netherlands any due VAT, excise duty, capital gain tax and/or any kind of withholding tax or other tax that is calculated on the market price/sale price of these wines or other basis is and comes for the account of the specific Bondholder.

Article 18 Storage costs

1. For each bottle of wine that falls under the purchase right of the Issuer and that is not effectuated will be stored by the Red Church Group in her cellars and storages. For the storage of these bottles she will invoice the Issuer with a storage fee of € 0,125 (twelve and a half eurocent) per year per bottle, to be indexed annually conform the HICP.
2. The Issuer on her turn will invoice these cost one-on-one to the Bondholders. The Issuer will invoice the Bondholder directly and without the intervention of the Trustee. However, the Issuer is also entitled to instruct the Red Church Group to invoice these costs directly to the Bondholders. The Bondholder is obliged to pay these costs to be authorized to redeem its Vouchers, if these charges are still outstanding they must first be paid to the Issuer or Red Church Group, depending on the billing party, before the bottles connected to the redeemed Voucher are released.
3. The storage fee will be calculated as follows: On the 16th of December of each year, after the Bondholders has received their Vouchers and after the redeem date of the Vouchers and the effectuation date of the purchase right(s) an inventory will be made regarding the bottles of wine that the Red Church Group has in storage for the Issuer / Bondholder(s). This quantity will be set off at the rate of € 0,125 (twelve and a half eurocent) per bottle, to be indexed annually conform the HICP.
4. The structure of administering these costs with each transaction will result in excessive administrative costs that must then be passed on in the storage fee. That is why the determination of the quantity of bottles is set on the certain reference date of the 16th of December of each year.

Article 19 Resale to the Red Church Group

1. Each Bondholder is entitled regarding her non redeemed Vouchers the Trustee in writing to instruct the Issuer to engage the Red Church Group to purchase on her own account the bottled wine, that the Bondholder has received as interest through her Vouchers, and that are stored in the cellars / storage of the Red Church Group, at the then prevailing market price for the sold wines (ex VAT and other charges and/or taxes), which is determined on the basis of the value in the VI-index or other wine index or calculation method to value the market value of the wine, with a discount of 20%. The minimum bottles to be sold must be at least 6 (six) bottles. The Red Church Group will transfer the purchase price directly to the bank account of the Trustee who will transfer the sale price to the bank account of the Bondholder or can be paid directly to the Bondholders bank account after the payments has been approved by the Trustee and after the wine register is being up-dated with the transaction. The Red Church Group is free, without stating reasons, not to comply with this request if it deems this necessary for her own continuity / solvency / liquidity.
2. The Issuer will only engage the Red Church Group regarding this resale option after it has received an instruction to do so by the Trustee.
3. The effectuation of this option, in the case that the Red Church Group has repurchased the wine bottles from the instruction made to the Trustee by a bondholder, will be handled as redeeming the Vouchers connected to these bottles.

Article 20 Trustee

1. The trustee performs its function without the cooperation or intervention of the Bondholders, acts for them in an independent capacity as Trustee and is obliged to represent the Bondholders whenever he is addressed in that capacity. The Trustee has the task of exercising and representing the rights and interests of the Bondholders vis-à-vis the Issuer with regard to the Bond and the Bond terms in general and with regard to the securities as referred to in Article 15 of the Trust Deed on behalf and for the benefit of the joint Bondholders, as well as the execution of the resolutions of the Meeting of Bondholders.
2. In respect of the duties assumed by him under these Bond Conditions and the Trust Deed, the Trustee shall not be liable to the Bondholders and the Issuer any further than for gross negligence or gross intent in the performance of his duties. Nor will he be responsible for any act or omission of persons or institutions engaged in good faith in the performance of his work.
3. The Trustee is acting in the best interests of all bondholders collectively and is under no obligation to consider the interest of any individual bondholder.

Article 21 Settlement

The Bondholder is not authorized to set off its claims under the Bonds against claims of the Issuer against the Bondholder.

Article 22 Impossibility to establish limited rights

1. It is not possible and/or permitted to establish a limited right to the Bonds.

Article 23 Binding

2. All resolutions legally passed at the Meetings of Bondholders are binding, also for the minority (votes against) and for the Bondholders not present or represented at the meeting.
3. Each Bondholder, usufructuary and pledgee of a Bond is bound by the provisions of these Bonds Condition, the Trust Deed and the Information Memorandum irrespective of how and in what manner he/she acquired the Bond or his/her usufruct or pledge thereon and as a result is aware of and subject to all provisions and stipulations made in this deed and also to regard those stipulations as made between them.

Article 24 Applicability and modification of Bond terms and conditions

1. The Bondholders are deemed to have taken note of these Bond Conditions and Trust Deed and are bound by it.
2. All the provisions that are included in the Trust Deed and all rights, obligations, securities and powers arising therefrom which relate to the Bondholders, but are not stated or incorporated in these Bond Conditions, shall remain in full force and effect on the Bondholders and form an integral part of these Bond Conditions and vice versa.
3. The Trustee and the Issuer may jointly decide without the consent of the Bondholders to amend these Bond Conditions and the Trust Deed in the event of changes of a non-material nature and changes of a formal, minor and technical nature that do not affect or harm the interests of the Bondholders.

4. Amendments to these Bond Conditions and the Trust Deed other than as referred to in paragraph 3 may only be made by the Trustee jointly with the Issuer with the authorization of the Meeting of Bondholders. A qualified resolution is required for such authorization of the meeting of bondholders as described for in Article 20 paragraph 9 of the Trust Deed.

Article 25 Notices

1. All notifications must be made in writing or by e-mail to the Bondholders and are valid if sent to the (mail) addresses as stated in the Register of Bondholders.
2. Notices by Bondholders must be in writing by mailing to the Trustee's address: bondholders@redchurchvineyard.nl.

Article 26 Applicable law and Choice of domicile

1. These Bond Conditions and the Bonds are governed by Dutch law.
2. All disputes in connection with or in response to these Bond Conditions, the trust Deed and the Bonds will be decided by the competent Dutch court in respect of which the Issuer unconditionally and irrevocably elects domicile at the offices of the trustee
3. For the execution of these Bond conditions the Issuer shall each elect is her domicile at her offices.

Article 26 Transcript

1. Copies of these Bond Terms and Conditions are available to Bondholders against cost price at the office of the Trustee.

Signed in Vijfhuizen on the 22nd of November 2023

Red Church Estate Finance B.V.
By: Maforte Trading B.V.
Mr. R.A.M. Wolfert
Title: Director