

Official translation made by Inés Morales Parra, official translator and interpreter duly licensed according to Aptitude Certificate No. 0423 issued by the Universidad Nacional de Colombia on August 4, 2015. Date: February 7, 2019.

REPUBLIC OF COLOMBIA

PUBLIC INSTRUMENT NUMBER

THREE THOUSAND THREE HUNDRED FORTY-ONE (3341)

DATE: SEPTEMBER TWENTY-FOUR (24), TWO THOUSAND EIGHTEEN (2018),
GRANTED IN THE NOTARY FORTY-FOUR OF BOGOTA.

NOTARIAL CODE: 1100100044

Real Estate License: 50N-365101

Property Record Number: 00-00-0006-0098-000

National Property Record Number: 25-326-00-00-00-00-0006-0098-0-00-00-0000.

Location of Property: RURAL – GUATAVITA – CUNDINAMARCA

Description of the Real Estate: LOT OF LAND DENOMINATED “EL PORVENIR”, LOCATED
AT VEREDA DE MONTECILLO OF GUATAVITA MUNICIPALITY, CUNDINAMARCA
DEPARTMENT.

CODE	LEGAL ACT	VALUE OF ACT
0125	PURCHASE	\$5,647,000
FAMILY HOUSE USE:	YES () NO (X)	

PERSONS THAT INTERVENE IN THE ACT

PERSONAL DATA

IDENTIFICATION NUMBER

FOR THE PURCHASE

SELLER

PAOLA ANDREA CASTAÑEDA BELTRAN

C.C. 52.994.997

PURCHASER

BLUEBERRIES S.A.S.

NIT. 900.874.446-6

In the city of Bogota, Capital District, Cundinamarca Department, Republic of Colombia, on
SEPTEMBER TWENTY-FOUR (24), two thousand EIGHTEEN (2018), before me, JOHAN
LILIANA BARRANTES CARDENAS, Notary Forty-Four (44) in Charge of the Notarial Circle of

Bogota, D.C., as per Resolution 11461 of September 20, 2018 of the Superintendence of Notaries and Registries, this public instrument is granted and submitted in the following terms:

APPEARED: PAOLA ANDREA CASTAÑEDA BELTRAN, of legal age, resident and domiciled in this city, Colombian, holder of identification card number 52.994.997 of Bogota, D.C., married with marriage community in force, who acts on her own behalf; who hereinafter shall be named **THE SELLER** on one hand, and on the other, ANDRES LEONARDO CASTAÑEDA LOZANO, of legal age, neighbor and domiciled in this city, Colombian, holder of identification card number 80.220.919 of Bogota, D.C., married with marriage community in force, who being duly authorized by the Minutes of the Shareholders' Meeting number seven (07), dated June twenty-eight (28), two thousand eighteen (2018), acts as Manager and therefore, on behalf and representation of the company BLUEBERRIES S.A.S. NIT. 900.874.446-6, domiciled in Bogota, D.C., incorporated as per private document of the Sole Shareholder on July thirty (30), two thousand fifteen (2015), registered on August three (3), two thousand fifteen (2015), under number 02007660 of Book IX, which is evidenced in the certificate of existence and legal representation issued by the Chamber of Commerce of Bogota, D.C., which documents are recorded with this public instrument and which hereinafter shall be named **THE PURCHASING COMPANY** and expressed:

FIRST: OBJECT: That **THE SELLER** transfers in a real and effective sale in favor of **THE PURCHASING COMPANY** the property right, the property and the possession she has and holds over the following real property:

LOT OF LAND NAMED "EL PORVENIR", LOCATED AT LA VEREDA MONTECILLO OF GUATAVITA MUNICIPALITY, DEPARTMENT OF CUNDINAMARCA, which has an area of 3 hectares. i.e., 30,000 M² and is located within the following boundaries taken from the acquisition title:

ON THE EAST: With the Aves river.

ON THE WEST: With the lands of Adelina Díaz, with wire fence in-between.

ON THE NORTH: With the lands of Luis Antonio, with wire fence.

ON THE SOUTH: With the lands of Adelina Diaz, with wire fence and enclosure.

This real estate is recorded under real estate license folio 50N-365101 of the registry office of public instruments of Bogota, property record number 00-00-0006-0098-000.

PARAGRAPH: Notwithstanding the indication of the area and boundaries, the Real Estate is transferred as is and includes all its practices, uses, easements and improvements that legally belong to it.

SECOND: TRANSFER: **THE SELLER** acquired the real estate subject to this agreement through the purchase made to LAUREANO FORERO RINCON and ARACELY PRIETO DE GALINDO, through public instrument number nine hundred fifty-four (954) on August, twenty-seven (27), two thousand fifteen (2015) granted in the Sole Notary of Guatavita Circle, it is recorded under real estate license folio 50N-365101 of the registry office of public instruments of Bogota.

THIRD. REAL ESTATE CONDITION AND HIDDEN DEFECTS: The real estate subject to this purchase is exclusively owned by **THE SELLER**, who has not alienated it in any previous act and guarantees it is free of easements, dismemberments, usufruct, use, habitation, conditions subsequent affecting the title, pending suits, mortgages, judicial seizures, annuities, antichresis, administration,



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lease by public instruments, mobilization, leasing and in general any encumbrance or and THE SELLER undertakes to deliver the real estate free of taxes, fees, contributions, valuations, as well as the due payment of the public utilities existing in the real estate. THE PURCHASING COMPANY shall bear the amounts that for such concepts are to be paid as of the delivery date of the real estate subject to this purchase.

FOURTH: PRICE: The total price of the real estate of the purchase is the amount of FIVE MILLION SIX HUNDRED FORTY SEVEN THOUSAND (\$5,647.000) LEGAL TENDER, which amount THE SELLER declares to have received on the date and to her complete satisfaction from THE PURCHASING COMPANY.

FIFTH: DELIVERY: That THE SELLER makes the real and material delivery of the real estate subject to this purchase to THE PURCHASING COMPANY, in the condition it is and together with the uses and accessories that legally correspond to it today upon the execution of this public instrument.

SIXTH: EXPENSES: The notarial expenses caused by the granting of this public instrument shall be borne by THE SELLER and THE PURCHASING COMPANY in equal parts (50% each one). The subsidy taxes and registration fees shall be assumed exclusively by THE PURCHASING COMPANY. The amount corresponding to the tax withholding legally imposed to the sale shall be covered by THE SELLER.

ACCEPTANCE: ANDRES LEONARDO CASTAÑEDA LOZANO, in representation of the PURCHASING COMPANY: BLUEBERRIES S.A.S. with the civil conditions above listed, expressed:

- a) That he accepts this public instrument for the party he represents and consequently the purchase contained herein in its favor, since he accepts what has been agreed and convened.
- b) That the company has the real and material possession of the real estate that acquires under this public instrument.

FAMILY HOUSE USE

Law 258 of 1998 Reformed by Law 854 of 2003

The Notary asked THE SELLER if he has an existing marriage community in force or common law marriage, to which he answered under oath that they are MARRIED WITH A MARRIAGE COMMUNITY IN FORCE and that the real estate they are selling IS NOT USED AS A FAMILY HOUSE.

This way the Notary complied with the requisite of the first subparagraph of Article 6 of LAW 258 dated January 17, 1996.

The Notary DID NOT ask THE PURCHASING COMPANY since it is a legal entity.

NOTARIAL WARNING: The Notary warned the appearing parties that the noncompliance of the Law two hundred fifty-eight (258), of nineteen ninety-six (1996) will cause the nullity of the legal act.

ADMINISTRATIVE INSTRUCTION number 10, dated April 10, 2004 issued by the
Superintendence OF NOTARIES AND REGISTRIES. PAYMENT FOR PUBLIC SERVICES OF
REAL ESTATES.

The Notary has warned and urged the parties on the importance and responsibility of being aware of the situation of the real estate and of the legal burden of care, attention and knowledge that the legal system order, especially on the identity and quality of the persons that contract among them and according to the administrative instructions of the Superintendence of Notaries and Registries.

NOTE 1: the parties express that the property of the real estate under this agreement, as well as the structures over it and the money for its acquisition do not come from moneys that directly or indirectly are related to an illegal activity contemplated by the Law 1708 of 2014, nor any acquisition act or mode, whether directly or indirectly related to any of the activities indicated in said law.

NOTE 2: WARNING ON THE REGISTRY: For the record, the intervening parties were warned on the Registration of this Public Instrument before the competent office, within the legal term of two (2) months starting on the execution date under penalty of incurring, once said term has elapsed, in a penalty interest sanction per month or fraction paid over the value of the Registry and Entry Tax (Subsidy).

NOTE 3: TAX CERTIFICATES: For the record, the Notary indicates she complied with the legal dispositions in force on the matter. The following certificates are recorded crediting the compliance of the tax obligations. According to Decree nine hundred thirty-nine (939) of December thirty (30), nineteen ninety-four (1994).

1. GUATAVITA MUNICIPALITY

NIT: 899999395-3

PROOF OF PAYMENT NO. 20180421

THE UNDERSIGNED TREASURER OF GUATAVITA CUNDINAMARCA

HEREBY CERTIFIES:

That Mr. PRIETO GALINDO ARACELY

000051571960

PRIETO RINCON LAUREANO

Does not owe anything to the Municipal Treasury for Property Tax as of December 31, 2018 regarding the property detailed as follows:

NATIONAL PROPERTY RECORD NUMBER: 25-326-00-00-00-00-0006-0098-0-00-00-0000

PROPERTY RECORD NUMBER: 00-00-0006-0098-000

ADDRESS: EL PORVENIR MONTECILLO

TOTAL AREA: 3 hectares, 0 M²

BUILT AREA: 0 M²



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APPRAISAL: \$5,647,000 (FIVE MILLION SIX HUNDRED FORTY SEVEN THOUSAND
PESOS MC)

URBAN PROPERTY: NO

RURAL PROPERTY: YES

Likewise certifies that Guatavita Municipality has not implemented the Valuation Tax.

USE: PERSONAL

Issued in the Municipal Treasury of GUATAVITA on September 3, year two thousand eighteen (2018).

Signed and Stamped: MARIA ANGELICA SANCHEZ CABEZAS

Municipal Treasurer

NOTE 4: According to Law 1152 of 2007 and complying with Article 5 of Decree 768 of 2008, THE SELLER expresses under the severity of oath, that the real estate transferred, encumbered or limited by means of this public instrument is not affected with any protection measure registered for the population displaced due to violence.

NOTE 5: This instrument is authorized as per requested by the appearing parties, prior warning of the contents of article 60, Decree 960, of 1970.

THE APPEARING PARTIES CERTIFY THAT:

- 1) They have carefully verified their complete names and surnames, civil status, numbers of their identification documents, address of the real estate, real estate license number, boundaries and approve this instrument without any reserve, as it was drafted.
- 2) The declarations submitted in this instrument correspond to the truth and therefore, they assume the responsibility of what has been expressed herein if this public instrument is used for illegal purposes.
- 3) They know the law and are aware that the Notary is responsible for the formal regularity of the instruments she authorizes, but not for the veracity of the statements, the granting, nor for the authenticity of the documents that form part of this instrument. Therefore, the notary does not assume any responsibility for the mistakes or inaccuracies occurring after the execution by the granting parties and of the notary. In such case, these must be corrected as set forth in Decree 960 of 1970.
- 4) THE NOTARY does not make any study on the above titles nor revision of the legal situation of the good subject to this agreement and she does not assume any responsibility that corresponds to own interests.

GRANTING AND AUTHORIZATION: READ: The Notary personally or together with the Legal Advisors have advised the parties on the relevance of the Legal Act. They have explained them the legal requisites for their existence and validity and they have advised them on the importance of acting in good faith, according to the norms and legal principles and they have urged to analyze again the obligations and rights they acquire and the text of the instrument, for this reason they exempt the Notary and her officers, since they have reviewed, understood and accepted what they



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sign. The appearing parties agreed to all the above indicated, and in evidence thereof this Office together with the undersigned notary, who this way authorizes it.

This public instrument was extended in notarial paper with security codes numbers:

Aa053944786 / Ac053944787 / Aa053944788 / Aa053944789 / Aa053944508

NOTARIAL FEES S 143.086

VAT S 27.188

Tax withholding \$ 56,470

Superintendence: \$ 8,800

National Notaries Fund: \$8,800

Resolution 858 of 2018

JOHAN LILIANA BARRANTES CARDENAS
NOTARY FORTY-FOUR (44) IN CHARGE
OF THE NOTARIAL CIRCUIT OF BOGOTA, D.C.

RAD-3307 NFR

[There appears a round blue rubber stamp that reads: "Republic of Colombia. JOHAN LILIANA BARRANTES CARDENAS. (illegible)."]



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DATED: SEPTEMBER TWENTY-FOUR (24), TWO THOUSAND EIGHTEEN (2018)

GRANTED IN THE NOTARY FORTY-FOUR (44) OF BOGOTA.

PAOLA ANDREA CASTAÑEDA BELTRAN

RIGHT INDEX FINGERPRINT

C.C.No. 52-994-997

TELEPHONE:

ADDRESS:

CIVIL STATUS: Married

ELECTRONIC MAIL:

ECONOMIC ACTIVITY: Employee

ANDRES LEONARDO CASTAÑEDA LOZANO

RIGHT INDEX FINGERPRINT

C.C.No. 80-220-919

TELEPHONE:

ADDRESS:

CIVIL STATUS: Married

ELECTRONIC MAIL

ECONOMIC ACTIVITY: Employee

IN REPRESENTATION OF BLUEBERRIES S.A.S. NIT. 900.874.448.8

Translator's note: Along the notarial paper appear the several QR and Bar codes and the following text: "Notarial Paper for exclusive use in the public instrument. Free of charge for user. Republic of Colombia. Notarial Paper for use (illegible)"