GOBIERNO DE PUERTO RICO

Departamento de Desarrollo Económico y Comercio
Oficina de Gerencia de Permisos

5 de junio de 2024

Yamil Rivera Vélez
Secretario
Senado de P.R.
El Capitolio
Ave. Constitución
San Juan, Puerto Rico, 00902-2228

RE: Petición de Información 2024-0060

Estimado Señor Rivera Vélez:

Reciba un cordial saludo de todo el personal que labora en la Oficina de Gerencia de Permisos (OGPe). El pasado martes, 4 de junio de 2024, recibimos su comunicación donde solicita al amparo de la **Petición de Información 2024-0060, aprobada por el Senado de PR,** copia de los expedientes de los casos:

2024-579429-SRU-300510	**2024-579429-SRU-300509**
2024-579429-SRU-300508	**2024-579429-SRI-305014**
2024-579429-SRI-305013	**2024-579429-SRI-305012**
2024-579429-SRA-300493	**2024-579429-SRU-300507**
2024-579429-SRU-300506	**2024-579429-SRM-300487**
2024-579429-SRI-305011	**2024-579429-SRI-305010**

En respuesta a su solicitud proveemos los expedientes solicitados en formato digital. El mismo se cursa al correo electrónico secretario@senado.pr.gov según indica en su solicitud. Espero dicha información sirva su propósito.

Cordialmente,

Yolanda Santiago González
Directora
Secretaría y Servicio al Cliente
Oficina de Gerencia de Permisos

Nombre del Proyecto	Esencia
Fecha	05.23.2024
Re:	Memorial Explicativo | SRA

INFORMACIÓN GENERAL DEL PROYECTO	
Descripción Del Solar	*Cabo Rojo Land Acquisition LLC adquirió el título y/u opciones de adquirir título de múltiples parcelas de terreno localizadas en la Carr. Estatal PR-301, Km 10.05 del Barrio Boquerón en el Municipio de Cabo Rojo, Puerto Rico. Los predios tienen una cabida superficial total de aproximadamente 6,088,514 metros cuadrados, equivalentes a 1,549 cuerdas (en adelante referidos como la "Propiedad" o "los terrenos"). Los terrenos tienen acceso a través de la Carretera Estatal PR-301, Km 10.05 del Municipio de Cabo Rojo.*

DUEÑO Y PROPONENTE	
Nombre:	Cabo Rojo Land Aquisition LLC
Representante Autorizado:	Gladys Fontanez
Dirección:	361 San Francisco Street, Suite 4, San Juan, PR, 00901
Teléfono:	(787) 723-8756
DESARROLLADOR	
Nombre:	Three Rules Capital
Representante Autorizado:	Roberto Ruiz
Dirección:	250 Avenida Muñoz Rivera , Suite 440, San Juan, PR 00928
Teléfono:	(787) 367-5708
PROYECTISTA	
Nombre:	Alvarez-Diaz & Villalon® (ADVision, PSC)
Representante Autorizado:	Arq. Ricardo Alvarez-Diaz
Dirección:	PO Box 16318, San Juan PR 00908-6318
Teléfono:	(787) 754-1381
Email:	permits@aldivi.com

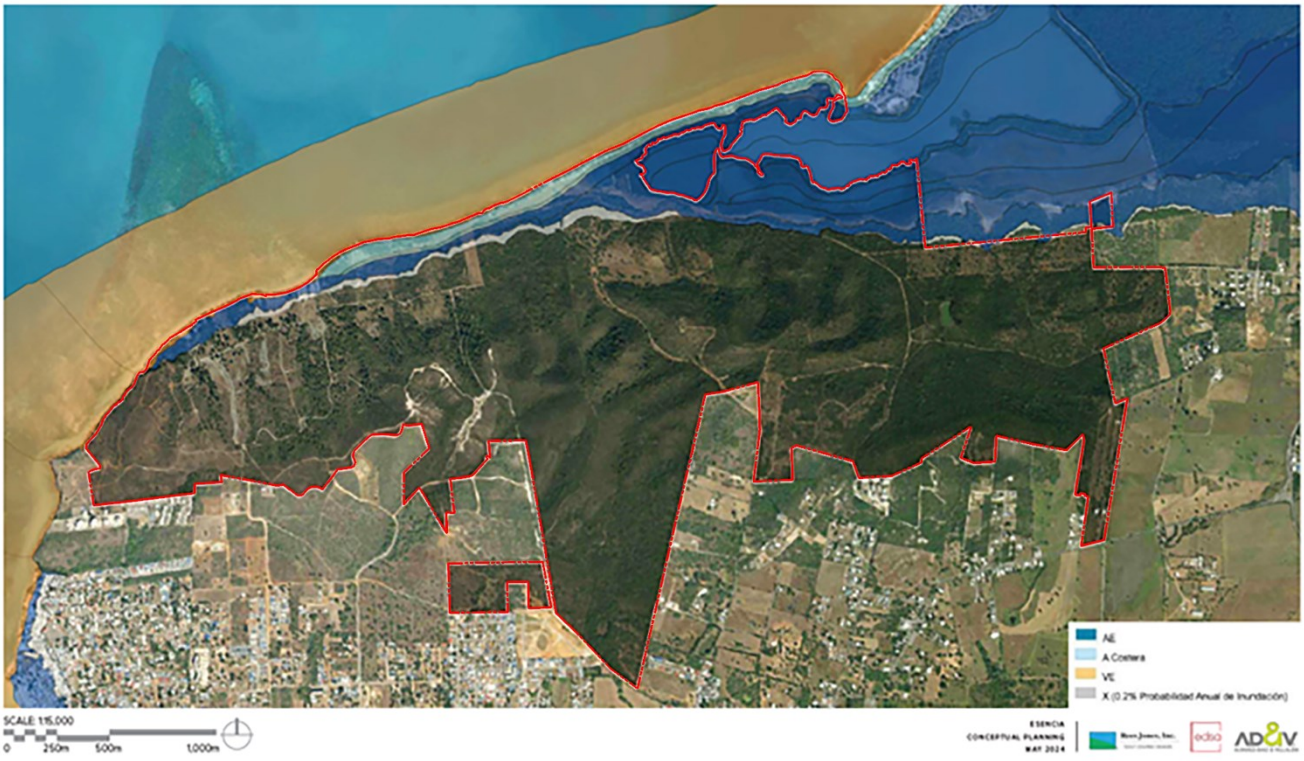
PROPIEDADES & TITULARIDAD

Se incluye como Anejo #1 un listado de las parcelas que componen el proyecto propuesto, que incluye: cabidas, coordenadas, números de catastro, calificaciones, clasificaciones, zona de inundabilidad y datos registrales.

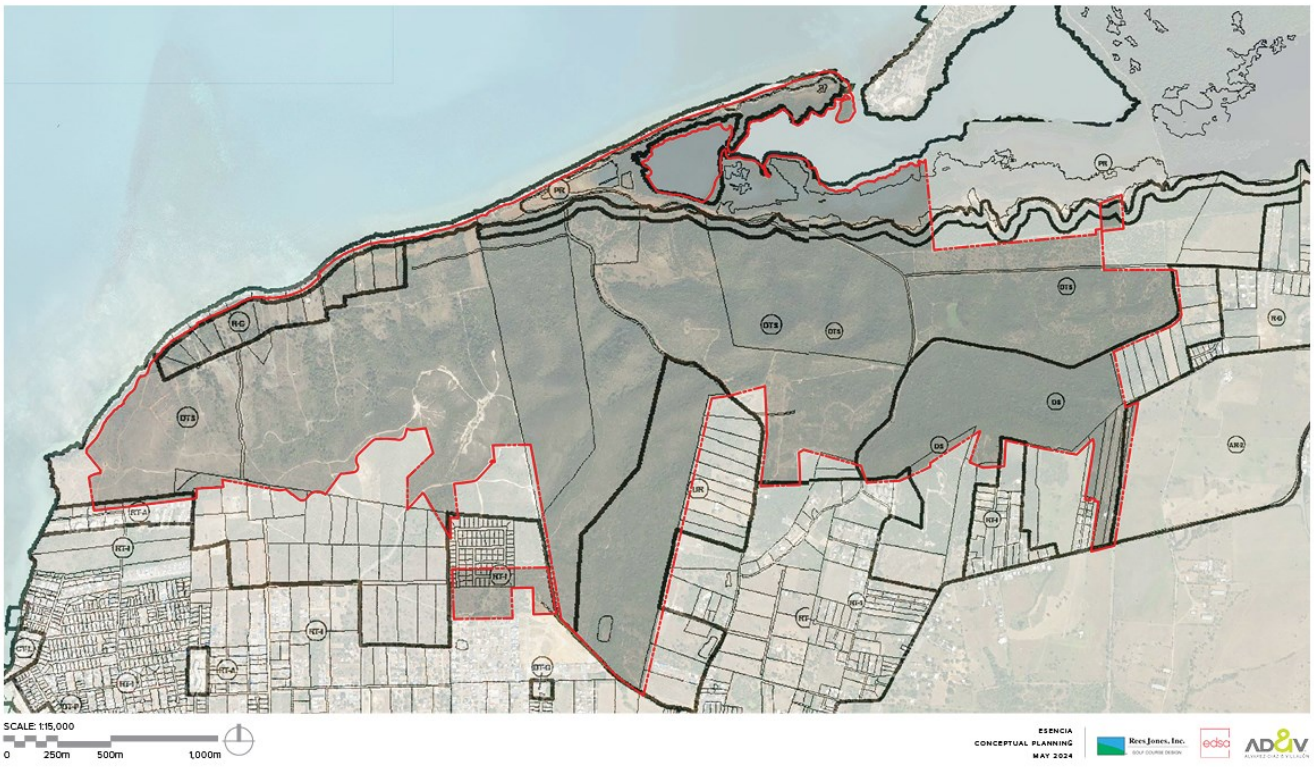
LOCALIZACION DEL PROYECTO, Figura 1



MAPA DE INUNDABILIDAD, Figura 2



MAPA ZONA DE INTERES TURISTICO CABO ROJO, Figura 3



DESCRIPCIÓN GENERAL DEL PROYECTO PROPUESTO

Cabo Rojo Land Acquisition, LLC (en adelante el "Proponente") propone un desarrollo turístico-residencial en el Municipio de Cabo Rojo (en adelante "Esencia" o el "Proyecto") que está compuesto por 81 parcelas con una cabida total de 1,549 cuerdas (6,088,514 metros cuadrados) (Ver Figura 1). La topografía de los terrenos muestra cambios en elevación desde un mínimo de 1 metro hasta un máximo de 107 metros sobre el nivel del mar y, en su mayoría, quedan fuera del nivel de inundabilidad establecido por los mapas ABFE del 2018 (Ver Figura 2). Los terrenos objeto de desarrollo están calificados como DTS, R-G, DS y UR; clasificados como SUNP, SRC, SREP; y figuran dentro de la Zona Especial Sobrepuesta de Interés Turístico de Cabo Rojo (Ver Figura 3).

La Propiedad colinda por el Norte con el Mar Caribe y el Caño Boquerón, y por el Sur, Este y Oeste con desarrollos residenciales unifamiliares y multifamiliares, áreas no desarrolladas y la Carretera Estatal PR-301. El Proyecto contará con tres puntos de acceso, siendo los dos principales a través de la Carretera Estatal PR-301 y uno secundario a través del Camino Monte Carlo.

En el contexto inmediato del Proyecto existen numerosas áreas de interés turístico, que incluyen: el Balneario Público de Boquerón; el Poblado de Boquerón; el Club Náutico de Boquerón; variedad de comercios; restaurantes; hoteles; paradores; y propiedades residenciales utilizadas como alojamientos a corto plazo; entre otras. El Proyecto además se ubica cercano a áreas de atractivos naturales como lo son: el Refugio de Vida Silvestre de Boquerón; la Playa El Combate; y otros puntos de interés que sirven al público turístico que frecuenta el área.

En la actualidad, la mayoría de los terrenos no están desarrollados, con algunos usos no consolidados tales como: glamping; área para vehículos recreativos (RV Park); y estructuras abandonadas que fueron utilizadas previamente como

residencias unifamiliares. De igual manera, los terrenos no desarrollados son utilizados por grupos y organizaciones externas para hacer carreras de ciclismo de montaña, carreras de vehículos todoterreno y senderismo.

Es importante señalar que como parte del Proyecto se contemplan varias parcelas que al presente no pertenecen a Cabo Rojo Land Acquisition, LLC, pero que se vislumbran si lo sean en el futuro, ello sujeto a las negociaciones con varios de sus actuales propietarios. De no adquirirse dichas parcelas ello no impediría el desarrollo del Proyecto según representado en el plano conceptual presentado en el Anejo 2, en el que se identifican estas parcelas, mostrándolas en su estado actual y garantizando sus accesos a través de las vías propuestas.

No obstante, y debido a que dichas parcelas podrían formar del Proyecto, se incluye como Anejo 3 un plano conceptual en el que se incluyen todas estas parcelas como parte del desarrollo propuesto y que fueron evaluadas por el equipo técnico contratado por Cabo Rojo Land Acquisition, LLC. Por lo tanto, esta solicitud basa su programa y sus análisis de demanda a base de la versión más abarcadora del Proyecto según representado en el Anejo 3, esto para asegurar que las recomendaciones aquí solicitadas evalúen el impacto de la totalidad de la acción propuesta.

Cónsono con lo anterior, el plano conceptual del Proyecto (Anejo 3) propone usos hoteleros, de recreación y turístico-residenciales, siendo cónsonos con los usos existentes en el sector. Específicamente, se propone el desarrollo de: 530 unidades de hotel; 1,132 residencias turísticas unifamiliares y multifamiliares; una escuela con 500 unidades de vivienda para estudiantes; áreas recreativas; campos de golf; áreas de servicio médico; áreas comerciales y de entretenimiento; áreas de agricultura; y áreas de servicio e infraestructura. El Proyecto incluye además cuatro accesos públicos vehiculares a la playa con instalaciones sanitarias, apoyo para actividades públicas recreativas como el senderismo, observación de aves y ciclismo de montaña, y dos centros de actividades (*Towncenters*), donde se proveerá espacio para comercios y servicios, estableciendo ofertas gastronómicas, recreativas, culturales, religiosas y otros servicios esenciales para la comunidad en general.

El concepto de desarrollo y planificación de Esencia se basa en 5 principios fundamentales de protección y mejora de los recursos naturales, entre ellos: la protección de la zona costera para promover resiliencia; la protección de corredores de drenaje natural; la preservación de áreas con pendientes mayores de 30%; la protección de zonas de mangle; y la protección y mejora de áreas de humedales; entre otras.

Por último, Esencia se presenta como un desarrollo de baja densidad, ya que ocupará menos del 25% del total de los terrenos, de los cuales un 15% será ocupado por huellas de edificios y 10% por calles de acceso y otros componentes de infraestructura. El restante 75% de los terrenos objeto de desarrollo se propone como áreas verdes, incluyendo amplias áreas de paisajismo, dos campos de golf y áreas a designarse como zonas de conservación.

El Proyecto se dividirá en 19 componentes a desarrollarse en fases, según descritos a continuación:

COMPONENTE 1	
Cabida Propuesta:	200.34 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	50 habitaciones de hotel 90 residencias turísticas entre 4 a 8 habitaciones
Unidades Básicas de Vivienda Estimadas:	20 UBV : Habitaciones de Hotel 132 UBV: Residencias Turísticas
Área Neta Estimada Comercial:	10,000 pies cuadrados

Área Neta Estimada de Restaurantes:	7,800 pies cuadrados

COMPONENTE 2	
Cabida Propuesta:	128.18 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	110 habitaciones de hotel 224 residencias turísticas entre 2 a 8 habitaciones
Unidades Básicas de Vivienda Estimadas:	44 UBV : Habitaciones de Hotel 257.6 UBV: Residencias Turísticas
Área Neta Estimada Comercial:	25,000 pies cuadrados
Área Neta Estimada de Restaurantes:	16,000 pies cuadrados

COMPONENTE 3	
Cabida Propuesta:	184.77 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	120 habitaciones de hotel 186 residencias turísticas entre 2 a 8 habitaciones
Unidades Básicas de Vivienda Estimadas:	48 UBV : Habitaciones de Hotel 254 UBV: Residencias Turísticas
Área Neta Estimada Comercial:	25,000 pies cuadrados
Área Neta Estimada de Restaurantes:	6,614 pies cuadrados

COMPONENTE 4	
Cabida Propuesta:	11.27 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	20 habitaciones de hotel 10 residencias turísticas de un máximo de 5 habitaciones
Unidades Básicas de Vivienda Estimadas:	8 UBV : Habitaciones de Hotel 14 UBV: Residencias Turísticas
Área Neta Estimada Comercial:	2,000 pies cuadrados
Área Neta Estimada de Restaurantes:	7,200 pies cuadrados

COMPONENTE 5	
Cabida Propuesta:	435.97 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	200 habitaciones de hotel 292 residencias turísticas entre 2 a 8 habitaciones
Unidades Básicas de Vivienda Estimadas:	80 UBV : Habitaciones de Hotel 429 UBV: Residencias Turísticas

Área Neta Estimada Comercial:	35,000 pies cuadrados
Área Neta Estimada de Restaurantes:	30,500 pies cuadrados

COMPONENTE 6	
Cabida Propuesta:	38.33 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	30 habitaciones de hotel 16 residencias turísticas de un máximo de 5 habitaciones
Unidades Básicas de Vivienda Estimadas:	12 UBV : Habitaciones de Hotel 22.4 UBV: Residencias Turísticas
Área Neta Estimada de Restaurantes	4,500 pies cuadrados

COMPONENTE 7 | WEST TOWNCENTER	
Cabida Propuesta:	13.13 cuerdas
Usos Propuestos:	Comercial + Cultural + Entretenimiento + Residencial + Oficinas + Medico + Institucional
Unidades Propuestas:	80 apartamentos entre 1 a 4 habitaciones
Unidades Básicas de Vivienda Estimadas:	70 UBV
Área Neta Estimada Comercial & Usos Relacionados:	140,000 pies cuadrados
Área Neta Estimada de Restaurantes:	28,600 pies cuadrados
Área Neta Estimada de Oficinas:	45,000 pies cuadrados

COMPONENTE 8 | GOLF A	
Cabida Propuesta:	218.8 cuerdas
Usos Propuestos:	Recreativo (Campo de Golf) + Casa Club + Residencias Turísticas
Unidades Propuestas:	16 residencias turísticas de un máximo de 4 habitaciones
Unidades Básicas de Vivienda Estimadas:	19.2 UBV
Área Neta Estimada Comercial:	25,000 pies cuadrados
Área Neta Estimada de Restaurantes:	8,000 pies cuadrados

COMPONENTE 9 | GOLF B	
Cabida Propuesta:	169.5 cuerdas
Usos Propuestos:	Recreativo (Campo de Golf) + Casa Club
Área Neta Estimada Comercial:	30,000 pies cuadrados

Área Neta Estimada de Restaurantes:	10,000 pies cuadrados

COMPONENTE 10 | CLUB DEPORTIVO	
Cabida Propuesta:	28.84 cuerdas
Usos Propuestos:	Recreativo (Club Deportivo) + Comercial
Área Neta Estimada Comercial:	8,000 pies cuadrados
Área Neta Estimada de Restaurante:	5,200 pies cuadrados

COMPONENTE 11 | ESCUELA	
Cabida Propuesta:	8.13 cuerdas
Usos Propuestos:	Educativo
Unidades Propuestas:	500 dormitorios
Unidades Básicas de Vivienda Estimadas:	200 UBV

COMPONENTE 12 | CLUB DE PLAYA	
Cabida Propuesta:	10.41 cuerdas
Usos Propuestos:	Recreativo (Club de Playa) + Residencias Turísticas
Unidades Propuestas:	6 residencias turísticas entre 2 y 4 habitaciones
Unidades Básicas de Vivienda Estimadas:	6 UBV
Área Neta Estimada Comercial:	12,000 pies cuadrados
Área Neta Estimada de Restaurantes:	13,000 pies cuadrados

COMPONENTE 13 | COMUNIDAD DE ARTISTAS	
Cabida Propuesta:	28.11 cuerdas
Usos Propuestos:	Residencias Turísticas + Comercial
Unidades Propuestas:	16 residencias turísticas de 1 habitación
Unidades Básicas de Vivienda Estimadas:	9.6 UBV
Área Neta Estimada Comercial:	10,000 pies cuadrados

COMPONENTE 14 | EAST TOWNCENTER	
Cabida Propuesta:	6.72 cuerdas
Usos Propuestos:	Comercial + Entretenimiento + Residencial + Oficinas
Unidades Propuestas:	52 apartamentos entre 2 a 4 habitaciones
Unidades Básicas de Vivienda Estimadas:	49.6 UBV
Área Neta Estimada Comercial:	16,500 pies cuadrados

Área Neta Estimada de Restaurantes:	19,000 pies cuadrados
Área Neta Estimada de Oficina:	15,000 pies cuadrados

COMPONENTE 15 | CENTRO DE TRAUMA	
Cabida Propuesta:	8.39 cuerdas
Usos Propuestos:	Médico
Área Neta Estimada Servicios Médicos:	28,000 pies cuadrados

COMPONENTE 16 | INFRAESTRUCTURA	
Cabida Propuesta:	43.29 cuerdas
Usos Propuestos:	Infraestructura & Servicios

COMPONENTE 17 | RESIDENCIAS PARA EMPLEADOS	
Cabida Propuesta:	4.85 cuerdas
Usos Propuestos:	Residencial
Unidades Propuestas:	144 apartamentos de 2 habitaciones
Unidades Básicas de Vivienda Estimadas:	115 UBV

COMPONENTE 18 | VIAS PRINCIPALES & ACCESOS	
Cabida Propuesta:	97.96 cuerdas
Usos Propuestos:	Vías & Accesos

COMPONENTE 19 | AREAS DE CONSERVACION	
Cabida Propuesta:	407.38 cuerdas
Usos Propuestos:	Conservación

El Proyecto se propone desarrollar mediante seis fases, con fechas estimadas de finalización de construcción según descritas a continuación:

FECHA ESTIMADA DE FINALIZACION DE CONSTRUCCION	COMPONENTE	USOS PROPUESTOS
2027	Componente 2	Hotel + Residencias Turísticas
	Componente 8	Campo de Golf A
	Componente 10	Club de Deportes
	Componente 11	Escuela
	Componente 12	Club de Playa
	Componente 15	Centro de Trauma
	Componente 16	Infraestructura
	Componente 17	Residencias para Empleados
	Componente 18	Vías Principales & Accesos

2028	Componente 1	Hotel + Residencias Turísticas
	Componente 3	Hotel + Residencias Turísticas
	Componente 14	*East Towncenter*
	Componente 6	Hotel + Residencias Turísticas
2029	Componente 4	Hotel + Residencias Turísticas
	Componente 7	*West Towncenter*
	Componente 13	Comunidad de Artistas
2030	Componente 5	Hotel + Residencias Turísticas
	Componente 9	Campo de Golf B
-	Componente 19	Áreas de Conservación

INFRAESTRUCTURA

El Proyecto propone la construcción de facilidades centralizadas privadas de infraestructura y utilidades como fuentes primarias para satisfacer las demandas del Proyecto, incluyendo y no limitado a lo siguiente: pavimentación de caminos existentes; creación de vías nuevas; puntos de acceso públicos y privados; sistema de recolección, tratamiento y disposición de aguas usadas; sistema solar de generación y distribución de electricidad; sistema de tratamiento y distribución de agua potable; y facilidades de distribución de telecomunicaciones. No obstante, el Proyecto propone conexión a las facilidades existentes en el sector a ser utilizadas como fuentes secundarias, de acuerdo con las recomendaciones de las agencias envueltas. Por tanto, las facilidades por proveerse para el Proyecto estarán sujetas a las condiciones y/o recomendaciones hechas por las diferentes agencias estatales y federales concernidas.

TRAMITE SOLICITADO

- Programa de Arqueología y Etnohistoria

  Se solicita de esta agencia aquellas recomendaciones correspondientes a los 19 componentes del plano conceptual presentado que permitan desarrollar el diseño del Proyecto para obtener eventualmente su aprobación.

REGLAMENTOS APLICABLES

- Reglamento Conjunto Para la Evaluación y Expedición de Permisos Relacionados al Desarrollo, Uso de Terrenos y Operación de Negocios (2023)
- Reglamento de Sobre Áreas Especiales de Peligro a Inundación (Reglamento de Planificación Núm. 13) y National Flood Insurance Program (NFIP)
- International Building Code 2018
- International Fire Code 2018
- Puerto Rico Building Code 2018
- American with Disabilities Act
- American Society of Civil Engineer ASCE 24 & 7
- Puerto Rico Law 218-2008 Control and Prevention of the Lighting Pollution of Puerto Rico
- PR EQB 2014: Regulation to Control and Prevent Light Contamination
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ANEJOS

- ANEJO 1: Tabla de Análisis de Propiedades
- ANEJO 2: Presentación de Proyecto Esquemático
- ANEJO 3: Presentación de Proyecto Esquemático

ANEJO 1:
Tabla de Análisis de Propiedades

San Juan | The Hub - 200 Convention Blvd., Suite 201, San Juan, PR 00907 | 787.754.1381
New York | 641 Lexington Ave., 13th FL, Suite 1326, New York, NY 10022 | 212.271.5280
Miami | 1221 Brickell Ave., Suite 900, Miami, FL 33131 | 305.995.8299
info@advfirm.com | alvarezdiazvillalon.com

PROPIEDADES									
			CABIDA		COORDENADAS				
#	# CATASTRO	DATOS REGISTRALES # FINCA	METROS CUADRADOS	CUERDAS	COORDENADAS LAMBERT	NAD83	ZONA DE INUNDABILIDAD	CLASIFICACION	CALIFICACION
A-2	403-000-002-02-000	32,623	3074799.736	782.3918	Lat: 17.99743354, Lon: -67.19165510	x: 119688.6748, y: 218328.6761	VE/AE/A	SRC/SREP-E	DTS/CR/PR/ARD
105	379-089-327-75-000	18,839	19364.5933	4.9269	Lat: 18.00143842, Lon: -67.19461846	x: 119376.6813, y: 218773.2374	VE/AE/A	SREP-E	DTS/PR
106	379-089-327-76-000	18,840	22018.333	5.6000	Lat: 18.00129685, Lon: -67.19522847	x: 119312.0137, y: 218757.8370	VE/AE/A	SREP-E	DTS/PR
107	379-089-327-77-000	18,841	18,788.01	4.7802	Lat: 18.00114700, Lon: -67.19582078	x: 119249.2168, y: 218741.5125	VE/AE/A	SREP-E	DTS/PR
108	379-089-327-78-000	18,842	19213.4915	4.8884	Lat: 18.00102875, Lon: -67.19642370	x: 119185.3105, y: 218728.6911	VE/AE/A	SREP-E	DTS/PR
21	379-000-010-05-000	18,782	39286.311	9.9955	Lat: 18.00090126, Lon: -67.19741916	x: 119079.8291, y: 218715.0198	VE/AE/A	SREP-E	DTS/PR/R-G
20	379-000-010-04-000	18,781	26940.6211	6.8544	Lat: 18.00089464, Lon: -67.19862354	x: 118952.2776, y: 218714.8200	VE/AE/A	SREP-E	R-G/PR
19	379-000-010-03-000	18,830	20284.0211	5.1608	Lat: 18.00068522, Lon: -67.19951128	x: 118858.1662, y: 218692.0348	VE/AE/A	SREP-E	R-G/PR
181	379-000-009-05-000	18,816	36733.6034	9.3460	Lat: 18.00021912, Lon: -67.20061663	x: 118740.8886, y: 218640.9370	VE/AE/A	SREP-E	R-G/PR
1	379-000-009-03-000	18,818	20069.125	5.1049	Lat: 17.99804953, Lon: -67.20223772	x: 118568.3490, y: 218401.8318	VE/AE	SREP-E	R-G/DTS/PR
79	379-000-009-02-001	18,808	19659.2923	5.0019	Lat: 17.99888395, Lon: -67.20310188	x: 118568.3490, y: 218401.8318	VE/AE	SREP-E	R-G/DTS/PR
78	379-000-009-02-000	18,807	19772.2027	5.0306	Lat: 17.999073, Lon: -67.204503	x: 118477.2185, y: 218494.5697	VE/AE	SREP-E	R-G/DTS/PR
77	379-000-009-01-000	18,806	21123.5259	5.3744	Lat: 17.99882095, Lon: -67.20393835	x: 118388.6025, y: 218487.9695	VE/AE	SREP-E	R-G/PR
76	402-000-004-67-000	18,805	12385.5425	3.1512	Lat: 17.99861968, Lon: -67.20477501	x: 118299.7532, y: 218465.7618	VE/AE	SREP-E	R-G/PR
3	402-007-327-03-000	31,178	3753.9717	0.9551	Lat: 17.99807794, Lon: -67.20626622	x: 118141.5736, y: 218406.4678	VE/AE	SREP-E	R-G/PR
2	402-007-327-02-000	31,178	4509.3138	1.1473	Lat: 17.99796891, Lon: -67.20653676	x: 118112.8707, y: 218394.5216	VE/AE	SREP-E	R-G/PR
5	402-007-327-05-000	31,178	3905.4349	0.9936	Lat: 17.99710964, Lon: -67.20640198	x: 118126.7433, y: 218299.3580	1% ACF	SREP-E	R-G
4	402-007-327-04-000	31,178	3959.5333	1.0074	Lat: 17.99727382, Lon: -67.20599778	x: 118169.6273, y: 218317.3487	1% ACF	SREP-E	R-G
1	402-007-327-01-000	29,700	3840.336	0.9771	Lat: 17.99782854, Lon: -67.20680313	x: 118084.5957, y: 218379.1047	VE/AE	SREP-E	R-G/PR
42	402-000-004-64-000	18,700	19926.7077	5.0699	Lat: 17.99721353, Lon: -67.20731818	x: 118029.7610, y: 218311.2655	VE/AE	SREP-E	R-G/PR
72	402-007-327-90-000	18,718	20122.6755	5.1198	Lat: 17.99638496, Lon: -67.20798977	x: 117958.2478, y: 218219.8611	VE/AE	SREP-E	R-G/DTS/PR
70	402-007-327-15-000	18,716	19714.7056	5.0160	Lat: 17.99520022, Lon: -67.20951352	x: 117796.3169, y: 218089.4177	VE	SREP-E	DTS
69	402-017-327-16-000	18,715	19691.5244	5.0101	Lat: 17.99387986, Lon: -67.21033837	x: 117708.3392, y: 217943.6512	VE	SRC	DTS
81	402-017-327-17-000	18,721	19744.2876	5.0235	Lat: 17.99294528, Lon: -67.21090108	x: 117648.3047, y: 217840.4649	VE	SRC	DTS
68	402-017-327-06-000	18,714	20708.2307	5.2687	Lat: 17.99377528, Lon: -67.20907296	x: 117842.3072, y: 217931.5082	X	SREP-E	DTS
84	402-017-327-07-000	18,724	19694.6833	5.0109	Lat: 17.99280389, Lon: -67.20867881	x: 117883.5955, y: 217823.8185	X	SREP-E	DTS
73	402-007-327-13-000	18,719	20232.7025	5.1478	Lat: 17.99488068, Lon: -67.20754409	x: 118004.7442, y: 218053.1680	X	SREP-E	DTS

PROPIEDADES									
			CABIDA		COORDENADAS				
#	# CATASTRO	DATOS REGISTRALES # FINCA	METROS CUADRADOS	CUERDAS	COORDENADAS LAMBERT	NAD83	ZONA DE INUNDABILIDAD	CLASIFICACION	CALIFICACION
37	402-007-327-12-000	18,789	20470.741	5.2080	Lat: 17.99545079, Lon: -67.20653969	x: 118111.3839, y: 218115.8181	X	SREP-E	DTS
32	402-008-327-25-000	18,695	22149.1051	5.6353	Lat: 17.99662880, Lon: -67.20383430	x: 118398.6013, y: 218245.2970	X	SREP-E	DTS
57	402-008-327-27-000	18,710	20139.3584	5.1240	Lat: 17.99739764, Lon: -67.20134532	x: 118662.5565, y: 218329.2849	X	SREP-E	DTS
56	402-008-327-28-000	18,709	22626.4242	5.7568	Lat: 17.99773582, Lon: -67.20043922	x: 118758.6747, y: 218366.3119	X	SREP-E	DTS
55	402-009-327-29-000	18,708	23535.7454	5.9881	Lat: 17.99787271, Lon: -67.19955909	x: 118851.9482, y: 218381.0729	X	SREP-E	DTS
52	379-099-327-79-000	18,829	20229.2849	5.1474	Lat: 17.99916041, Lon: -67.19878694	x: 118934.1706, y: 218522.9485	X	SREP-E	DTS
54	402-009-327-30-000	18,707	21551.9387	5.4834	Lat: 17.99768492, Lon: -67.19844581	x: 118969.7647, y: 218359.7947	X	SREP-E	DTS
53	379-099-327-80-000	18,706	19212.5906	4.8882	Lat: 17.99902280, Lon: -67.19742660	x: 119078.1735, y: 218507.1159	X	SREP-E	DTS
113	379-099-327-81-000	18,847	21322.3403	5.4250	Lat: 17.99895240, Lon: -67.19615266	x: 119213.0574, y: 218498.7615	X	SREP-E	DTS
104	402-009-327-82-000	18,838	18526.0984	4.7135	Lat: 17.99771481, Lon: -67.19554463	x: 119276.8810, y: 218361.5173	X	SREP-E	DTS
112	402-009-327-84-000	18,846	20089.4749	5.1113	Lat: 17.99744519, Lon: -67.19648005	x: 119177.6905, y: 218332.0889	X	SREP-E	DTS
44	402-009-327-85-000	18,792	21490.5754	5.4678	Lat: 17.99714526, Lon: -67.19738323	x: 119082.0484, y: 218299.5963	X	SREP-E	DTS
16	402-008-327-33-000	18,694	20033.1585	5.0970	Lat: 17.99549516, Lon: -67.20205052	x: 118586.9873, y: 218119.0317	X	SREP-E	DTS
15	402-008-327-34-000	18,779	23027.7787	5.8589	Lat: 17.99477862, Lon: -67.20255393	x: 118533.1917, y: 218039.6447	X	SREP-E	DTS
138	402-018-327-35-000	18,762	21171.6639	5.3866	Lat: 17.99463437, Lon: -67.20335591	x: 118448.1886, y: 218024.0365	X	SREP-E	DTS
33	402-018-327-36-000	18,696	22020.4014	5.6026	Lat: 17.99432614, Lon: -67.20428479	x: 118349.6698, y: 217990.3357	X	SREP-E	DTS
38	402-018-327-10-000	17,790	20021.5593	5.0940	Lat: 17.99399504, Lon: -67.20528404	x: 118243.6866, y: 217954.1349	X	SREP-E	DTS
29	402-017-327-09-000	18,783	19750.4213	5.0250	Lat: 17.99379866, Lon: -67.20623360	x: 118143.0297, y: 217932.8247	X	SREP-E	DTS
65	402-017-327-08-000	18,711	19888.3404	5.0601	Lat: 17.99364480, Lon: -67.20743864	x: 118015.3337, y: 217916.3338	X	SREP-E	DTS
67	402-017-327-23-000	18,713	20137.9900	5.1237	Lat: 17.99248909, Lon: -67.20667382	x: 118095.7948, y: 217788.0783	X	SREP-E	DTS
85	402-000-004-69-000	18,725	20282.1421	5.1603	Lat: 17.99166219, Lon: -67.20712899	x: 118047.3493, y: 217697.0657	X	SRC/SREP-E	DTS
x	402-027-327-22-000	18,785	19671.4617	5.0055	Lat: 17.99153655, Lon: -67.20863460	x: 117887.6838, y: 217683.5304	X	SRC	DTS
17	402-018-327-24-000	18,780	21562.3366	5.4860	Lat: 17.99218834, Lon: -67.20481520	x: 118292.6473, y: 217754.2661	X	SRC	DTS
5	402-018-327-44-000	18,692	21160.8633	5.3839	Lat: 17.99256749, Lon: -67.20356706	x: 118424.8637, y: 217795.3688	X	SRC	DTS
6	402-018-327-43-000	18,693	20705.5310	5.2681	Lat: 17.99292322, Lon: -67.20258433	x: 118529.1093, y: 217834.3040	X	SRC	DTS
178	402-028-327-49-000	18,813	19958.3058	5.0779	Lat: 17.99175125, Lon: -67.20182135	x: 118609.3712, y: 217704.2512	X	SRC	DTS
64	402-018-327-42-000	18,802	20818.9024	5.2969	Lat: 17.99331564, Lon: -67.20139878	x: 118654.8513, y: 217877.2095	X	SRC	DTS

PROPIEDADES									
			CABIDA		COORDENADAS				
#	# CATASTRO	DATOS REGISTRALES # FINCA	METROS CUADRADOS	CUERDAS	COORDENADAS LAMBERT	NAD83	ZONA DE INUNDABILIDAD	CLASIFICACION	CALIFICACION
174	402-018-327-41-000	18,809	20377.1854	5.1845	Lat: 17.99324122, Lon: -67.20050133	x: 118749.8644, y: 217868.5738	X	SRC	DTS
39	402-018-327-40-000	18,697	20816.7973	5.2969	Lat: 17.99405363, Lon: -67.19989087	x: 118814.8928, y: 217958.2204	X	SRC	DTS
40	402-019-327-38-000	18,698	20157.6959	5.1287	Lat: 17.99427348, Lon: -67.19863087	x: 118948.4390, y: 217981.9950	X	SRC	DTS
22	402-019-327-37-000	18,831	20419.7597	5.1953	Lat: 17.99483658, Lon: -67.19769495	x: 119047.8203, y: 218043.9048	X	SRC	DTS
45	402-009-327-86-000	18,793	20887.0094	5.3142	Lat: 17.99493719, Lon: -67.19655814	x: 119168.2630, y: 218054.5383	X	SREP-E	DTS
110	402-009-327-87-000	18,844	17145.1235	4.3622	Lat: 17.99583991, Lon: -67.19616068	x: 119210.7736, y: 218154.2759	X	SREP-E	DTS
109	402-009-327-83-000	18,843	172266.7672	4.3931	Lat: 17.99608692, Lon: -67.19489753	x: 119344.6636, y: 218181.0582	X	SREP-E	DTS
60	402-009-327-72-000	18,798	20727.1922	5.2736	Lat: 17.99698396, Lon: -67.19399563	x: 119440.5924, y: 218279.9445	X	SRC/SREP-E	DTS
59	402-009-327-71-000	18,797	22912.7218	5.8296	Lat: 17.99571215, Lon: -67.19348093	x: 119494.5187, y: 218138.9554	X	SRC/SREP-E	DTS
111	402-019-327-88-000	18,845	17515.1883	4.4563	Lat: 17.99470737, Lon: -67.19518703	x: 119313.3680, y: 218028.4977	X	SREP-E	DTS
46	402-019-327-89-000	18,794	30321.6115	7.7146	Lat: 17.99329896, Lon: -67.19599492	x: 119227.1568, y: 217872.9706	X	SREP-E	DTS
34	402-019-327-68-000	18,786	25149.7093	6.3988	Lat: 17.99254581, Lon: -67.19485380	x: 119347.6640, y: 217789.1096	X	SREP-E	DTS
58	402-019-327-69-000	18,796	19553.9663	4.9751	Lat: 17.99411254, Lon: -67.19413338	x: 119424.6835, y: 217962.1979	X	SREP-E	DTS
13-B	402-000-005-28-000	24,097	464921.2499	118.2887	Lat: 17.99400574, Lon: -67.18904396	x: 119963.6440, y: 217948.1451	X	SRC	DTS
13-A	402-000-005-29-000	24,096	492773.8943	125.3751	Lat: 17.98977815, Lon: -67.18718309	x: 120158.7994, y: 217479.4250	X	SUNP	UR
76	403-000-002-15-000	4,523	24131.7812	6.1404	Lat: 17.99198924, Lon: -67.16696704	x: 122300.8707, y: 217715.4513	X	SRC	ARD
8-B	403-000-002-50-000	37,189	19958.1695	5.0784	Lat: 17.99189938, Lon: -67.16628831	x: 122372.7151, y: 217705.2183	X	SRC	ARD
78	402-029-327-57-000	18,787	19653.4048	5.0009	Lat: 17.99083209, Lon: -67.19608763	x: 119216.2006, y: 217599.9803	X	SRC	DTS
12	402-000-005-54-000	24,930	92045.321	23.4212	Lat: 17.98722323, Lon: -67.19363812	x: 119473.9700, y: 217199.4740	X	SRC	RT-I
47	402-019-327-51-000	21,859	20594.0529	5.2402	Lat: 17.99198647, Lon: -67.19699784	x: 119120.3335, y: 217728.1476	X	SRC	DTS
-	403-000-002-16-000	19,305	20071.5734	5.1073	Lat: 17.99245574, Lon: -67.16735907	x: 122259.5588, y: 217767.2502	X	SRC	ARD

PROPIEDADES PENDIENTES POR ADQUIRIR Y/O EN NEGOCIACION

			CABIDA		COORDENADAS				
#	# CATASTRO	DATOS REGISTRALES # FINCA	METROS CUADRADOS	CUERDAS	COORDENADAS LAMBERT	NAD83	ZONA DE INUNDABILIDAD	CLASIFICACION	CALIFICACION
7	379-000-009-04-000	18,822	18009.9359	4.5827	Lat: 17.99921227, Lon: -67.20175673	x: 118619.8282, y: 218530.3099	VE/AE	SREP-E	R-G/PR
75	402-000-004-66-000	18,804	17705.3569	4.5052	Lat: 17.99808128, Lon: -67.20555272	x: 118217.1391, y: 218406.5192	VE/AE	SREP-E	R-G/PR
71	402-007-327-14-000	18,717	19757.4574	5.0273	Lat: 17.99563125, Lon: -67.20858516	x: 117894.8390, y: 218136.7070	VE	SREP-E	DTS
41	402-008-327-11-000	18,699	20885.9676	5.3145	Lat: 17.99576891, Lon: -67.20565987	x: 118204.7120, y: 218150.6344	X	SREP-E	DTS
38	402-000-004-68-000	18,818	20255.2677	5.1540	Lat: 17.99625303, Lon: -67.20469355	x: 118307.2767, y: 218203.7853	X	SREP-E	DTS
62	379-099-327-74-000	18,800	19527.7894	4.9689	Lat: 17.99929836, Lon: -67.19450370	x: 119387.8501, y: 218536.3256	X	SREP-E	DTS
61	379-099-327-73-000	18,799	20290.0349	5.1629	Lat: 17.99814069, Lon: -67.19426250	x: 119412.8619, y: 218408.0891	X	SREP-E	DTS
53	402-009-327-31-000	-	40666.1094	10.3476	Lat: 17.99612389, Lon: -67.19872666	x: 118939.2990, y: 218187.1450	X	SREP-E	DTS
179	402-008-327-39-000	18,814	20559.3304	5.2314	Lat: 17.99534984, Lon: -67.19984573	x: 118820.2739, y: 218101.6643	X	SRC	DTS
180	402-008-327-32-000	-	21702.9561	5.5224	Lat: 17.99553751, Lon: -67.20112057	x: 118685.4953, y: 218123.3057	X	SREP-E	DTS
-	402-027-327-21-000	-	19717.2213	5.0171	Lat: 17.99154158, Lon: -67.20984636	x: 117759.3502, y: 217684.6307	X	SRC	DTS
31	402-027-327-20-000	-	19679.8355	5.0076	Lat: 17.99137073, Lon: -67.21093952	x: 117643.4936, y: 217666.2126	X	SRC	DTS
BB	402-020-327-70-000	-	22217.2462	5.6532	Lat: 17.99398170, Lon: -67.19314572	x: 119529.2242, y: 217947.2823	X	SREP-E	DTS

ANEJO 2:
Presentación de Proyecto Esquemático

San Juan | The Hub - 200 Convention Blvd., Suite 201, San Juan, PR 00907 | 787.754.1381
New York | 641 Lexington Ave., 13th FL, Suite 1326, New York, NY 10022 | 212.271.5280
Miami | 1221 Brickell Ave., Suite 900, Miami, FL 33131 | 305.995.8299
info@advfirm.com | alvarezdiazvillalon.com

CONCEPTUAL PLAN
DETAILED ILLUSTRATIVE OVERALL PLAN



SCALE: 1:15,000

0 250m 500m 1,000m

ESENCIA
CONCEPTUAL PLANNING
MAY 2024

Rees Jones, Inc. GOLF COURSE DESIGN

edsa

AD&V ALVAREZ-DIAZ & VILLALÓN

ANEJO 3:
Presentación de Proyecto Esquemático

San Juan | The Hub - 200 Convention Blvd., Suite 201, San Juan, PR 00907 | 787.754.1381
New York | 641 Lexington Ave., 13th FL, Suite 1326, New York, NY 10022 | 212.271.5280
Miami | 1221 Brickell Ave., Suite 900, Miami, FL 33131 | 305.995.8299
info@advfirm.com | alvarezdiazvillalon.com

CONCEPTUAL PLAN
DETAILED ILLUSTRATIVE OVERALL PLAN



SCALE: 1:15,000

0 250m 500m 1,000m

ESENCIA
CONCEPTUAL PLANNING
MAY 2024

Rees Jones, Inc. GOLF COURSE DESIGN

edsa

AD&V ALVAREZ-DIAZ & VILLALÓN

Nombre del Proyecto	Esencia
Fecha	05.23.2024
Re:	Memorial Explicativo | SRA

INFORMACIÓN GENERAL DEL PROYECTO	
Descripción Del Solar	*Cabo Rojo Land Acquisition LLC adquirió el título y/u opciones de adquirir título de múltiples parcelas de terreno localizadas en la Carr. Estatal PR-301, Km 10.05 del Barrio Boquerón en el Municipio de Cabo Rojo, Puerto Rico. Los predios tienen una cabida superficial total de aproximadamente 6,088,514 metros cuadrados, equivalentes a 1,549 cuerdas (en adelante referidos como la "Propiedad" o "los terrenos"). Los terrenos tienen acceso a través de la Carretera Estatal PR-301, Km 10.05 del Municipio de Cabo Rojo.*

DUEÑO Y PROPONENTE	
Nombre:	Cabo Rojo Land Aquisition LLC
Representante Autorizado:	Gladys Fontanez
Dirección:	361 San Francisco Street, Suite 4, San Juan, PR, 00901
Teléfono:	(787) 723-8756
DESARROLLADOR	
Nombre:	Three Rules Capital
Representante Autorizado:	Roberto Ruiz
Dirección:	250 Avenida Muñoz Rivera , Suite 440, San Juan, PR 00928
Teléfono:	(787) 367-5708
PROYECTISTA	
Nombre:	Alvarez-Diaz & Villalon® (ADVision, PSC)
Representante Autorizado:	Arq. Ricardo Alvarez-Diaz
Dirección:	PO Box 16318, San Juan PR 00908-6318
Teléfono:	(787) 754-1381
Email:	permits@aldivi.com

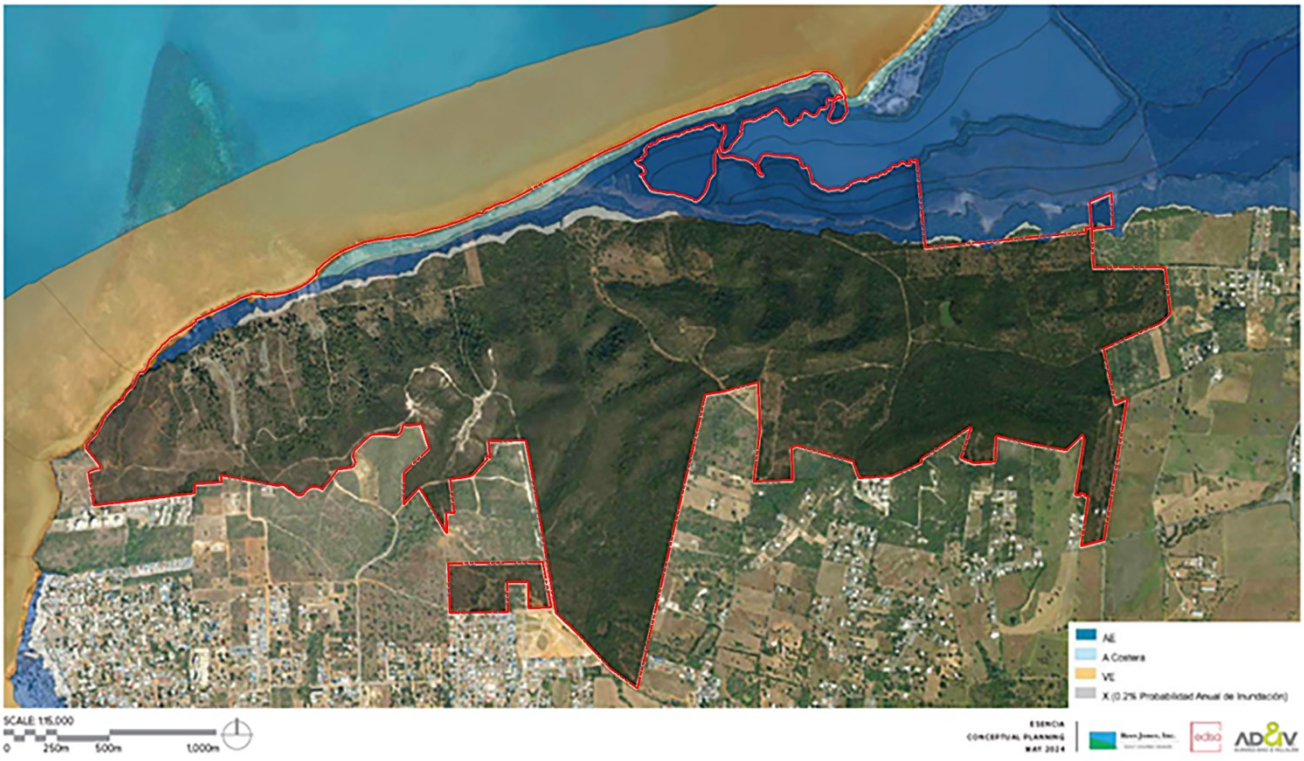
PROPIEDADES & TITULARIDAD

Se incluye como Anejo #1 un listado de las parcelas que componen el proyecto propuesto, que incluye: cabidas, coordenadas, números de catastro, calificaciones, clasificaciones, zona de inundabilidad y datos registrales.

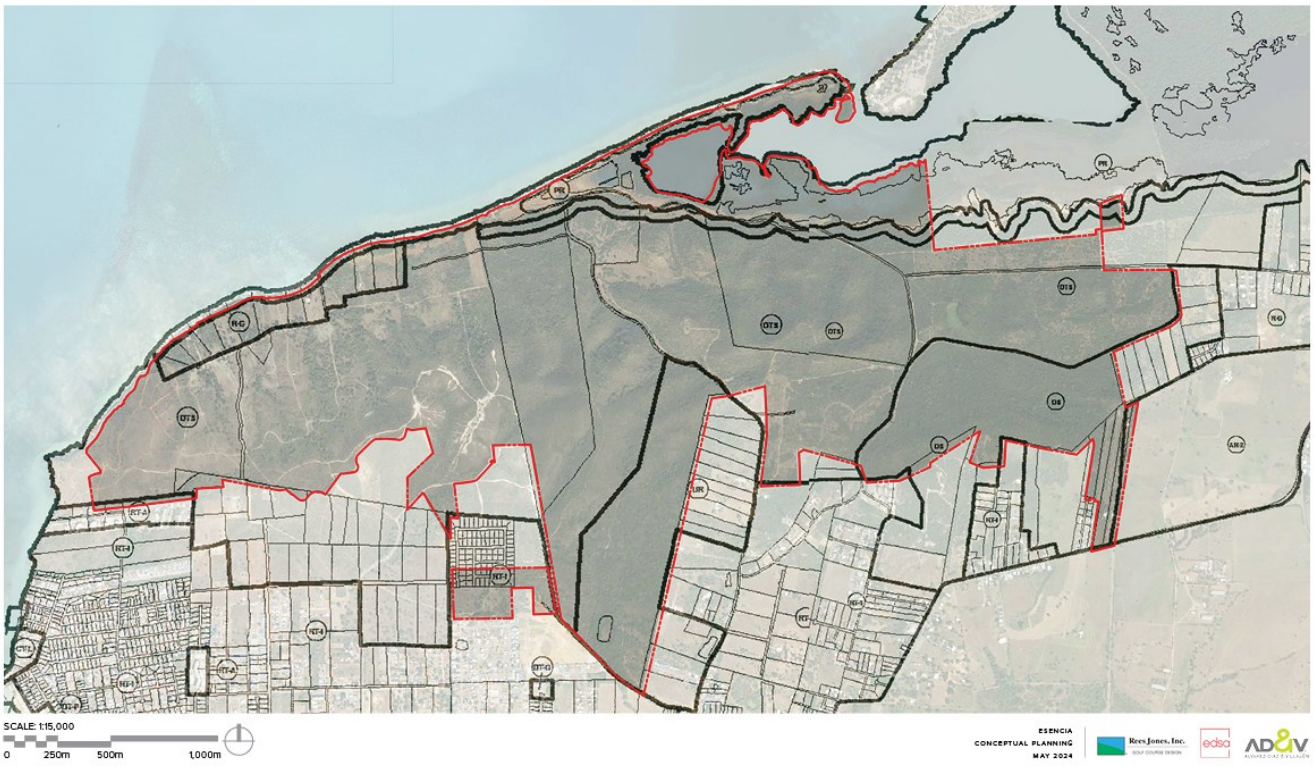
LOCALIZACION DEL PROYECTO, Figura 1



MAPA DE INUNDABILIDAD, Figura 2



MAPA ZONA DE INTERES TURISTICO CABO ROJO, Figura 3



DESCRIPCIÓN GENERAL DEL PROYECTO PROPUESTO

Cabo Rojo Land Acquisition, LLC (en adelante el "Proponente") propone un desarrollo turístico-residencial en el Municipio de Cabo Rojo (en adelante "Esencia" o el "Proyecto") que está compuesto por 81 parcelas con una cabida total de 1,549 cuerdas (6,088,514 metros cuadrados) (Ver Figura 1). La topografía de los terrenos muestra cambios en elevación desde un mínimo de 1 metro hasta un máximo de 107 metros sobre el nivel del mar y, en su mayoría, quedan fuera del nivel de inundabilidad establecido por los mapas ABFE del 2018 (Ver Figura 2). Los terrenos objeto de desarrollo están calificados como DTS, R-G, DS y UR; clasificados como SUNP, SRC, SREP; y figuran dentro de la Zona Especial Sobrepuesta de Interés Turístico de Cabo Rojo (Ver Figura 3).

La Propiedad colinda por el Norte con el Mar Caribe y el Caño Boquerón, y por el Sur, Este y Oeste con desarrollos residenciales unifamiliares y multifamiliares, áreas no desarrolladas y la Carretera Estatal PR-301. El Proyecto contará con tres puntos de acceso, siendo los dos principales a través de la Carretera Estatal PR-301 y uno secundario a través del Camino Monte Carlo.

En el contexto inmediato del Proyecto existen numerosas áreas de interés turístico, que incluyen: el Balneario Público de Boquerón; el Poblado de Boquerón; el Club Náutico de Boquerón; variedad de comercios; restaurantes; hoteles; paradores; y propiedades residenciales utilizadas como alojamientos a corto plazo; entre otras. El Proyecto además se ubica cercano a áreas de atractivos naturales como lo son: el Refugio de Vida Silvestre de Boquerón; la Playa El Combate; y otros puntos de interés que sirven al público turístico que frecuenta el área.

En la actualidad, la mayoría de los terrenos no están desarrollados, con algunos usos no consolidados tales como: glamping; área para vehículos recreativos (RV Park); y estructuras abandonadas que fueron utilizadas previamente como

residencias unifamiliares. De igual manera, los terrenos no desarrollados son utilizados por grupos y organizaciones externas para hacer carreras de ciclismo de montaña, carreras de vehículos todoterreno y senderismo.

Es importante señalar que como parte del Proyecto se contemplan varias parcelas que al presente no pertenecen a Cabo Rojo Land Acquisition, LLC, pero que se vislumbran si lo sean en el futuro, ello sujeto a las negociaciones con varios de sus actuales propietarios. De no adquirirse dichas parcelas ello no impediría el desarrollo del Proyecto según representado en el plano conceptual presentado en el Anejo 2, en el que se identifican estas parcelas, mostrándolas en su estado actual y garantizando sus accesos a través de las vías propuestas.

No obstante, y debido a que dichas parcelas podrían formar del Proyecto, se incluye como Anejo 3 un plano conceptual en el que se incluyen todas estas parcelas como parte del desarrollo propuesto y que fueron evaluadas por el equipo técnico contratado por Cabo Rojo Land Acquisition, LLC. Por lo tanto, esta solicitud basa su programa y sus análisis de demanda a base de la versión más abarcadora del Proyecto según representado en el Anejo 3, esto para asegurar que las recomendaciones aquí solicitadas evalúen el impacto de la totalidad de la acción propuesta.

Cónsono con lo anterior, el plano conceptual del Proyecto (Anejo 3) propone usos hoteleros, de recreación y turístico-residenciales, siendo cónsonos con los usos existentes en el sector. Específicamente, se propone el desarrollo de: 530 unidades de hotel; 1,132 residencias turísticas unifamiliares y multifamiliares; una escuela con 500 unidades de vivienda para estudiantes; áreas recreativas; campos de golf; áreas de servicio médico; áreas comerciales y de entretenimiento; áreas de agricultura; y áreas de servicio e infraestructura. El Proyecto incluye además cuatro accesos públicos vehiculares a la playa con instalaciones sanitarias, apoyo para actividades públicas recreativas como el senderismo, observación de aves y ciclismo de montaña, y dos centros de actividades (*Towncenters*), donde se proveerá espacio para comercios y servicios, estableciendo ofertas gastronómicas, recreativas, culturales, religiosas y otros servicios esenciales para la comunidad en general.

El concepto de desarrollo y planificación de Esencia se basa en 5 principios fundamentales de protección y mejora de los recursos naturales, entre ellos: la protección de la zona costera para promover resiliencia; la protección de corredores de drenaje natural; la preservación de áreas con pendientes mayores de 30%; la protección de zonas de mangle; y la protección y mejora de áreas de humedales; entre otras.

Por último, Esencia se presenta como un desarrollo de baja densidad, ya que ocupará menos del 25% del total de los terrenos, de los cuales un 15% será ocupado por huellas de edificios y 10% por calles de acceso y otros componentes de infraestructura. El restante 75% de los terrenos objeto de desarrollo se propone como áreas verdes, incluyendo amplias áreas de paisajismo, dos campos de golf y áreas a designarse como zonas de conservación.

El Proyecto se dividirá en 19 componentes a desarrollarse en fases, según descritos a continuación:

COMPONENTE 1	
Cabida Propuesta:	200.34 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	50 habitaciones de hotel 90 residencias turísticas entre 4 a 8 habitaciones
Unidades Básicas de Vivienda Estimadas:	20 UBV : Habitaciones de Hotel 132 UBV: Residencias Turísticas
Área Neta Estimada Comercial:	10,000 pies cuadrados

Área Neta Estimada de Restaurantes:	7,800 pies cuadrados

COMPONENTE 2	
Cabida Propuesta:	128.18 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	110 habitaciones de hotel 224 residencias turísticas entre 2 a 8 habitaciones
Unidades Básicas de Vivienda Estimadas:	44 UBV : Habitaciones de Hotel 257.6 UBV: Residencias Turísticas
Área Neta Estimada Comercial:	25,000 pies cuadrados
Área Neta Estimada de Restaurantes:	16,000 pies cuadrados

COMPONENTE 3	
Cabida Propuesta:	184.77 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	120 habitaciones de hotel 186 residencias turísticas entre 2 a 8 habitaciones
Unidades Básicas de Vivienda Estimadas:	48 UBV : Habitaciones de Hotel 254 UBV: Residencias Turísticas
Área Neta Estimada Comercial:	25,000 pies cuadrados
Área Neta Estimada de Restaurantes:	6,614 pies cuadrados

COMPONENTE 4	
Cabida Propuesta:	11.27 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	20 habitaciones de hotel 10 residencias turísticas de un máximo de 5 habitaciones
Unidades Básicas de Vivienda Estimadas:	8 UBV : Habitaciones de Hotel 14 UBV: Residencias Turísticas
Área Neta Estimada Comercial:	2,000 pies cuadrados
Área Neta Estimada de Restaurantes:	7,200 pies cuadrados

COMPONENTE 5	
Cabida Propuesta:	435.97 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	200 habitaciones de hotel 292 residencias turísticas entre 2 a 8 habitaciones
Unidades Básicas de Vivienda Estimadas:	80 UBV : Habitaciones de Hotel 429 UBV: Residencias Turísticas

Área Neta Estimada Comercial:	35,000 pies cuadrados
Área Neta Estimada de Restaurantes:	30,500 pies cuadrados

COMPONENTE 6	
Cabida Propuesta:	38.33 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	30 habitaciones de hotel 16 residencias turísticas de un máximo de 5 habitaciones
Unidades Básicas de Vivienda Estimadas:	12 UBV : Habitaciones de Hotel 22.4 UBV: Residencias Turísticas
Área Neta Estimada de Restaurantes	4,500 pies cuadrados

COMPONENTE 7 | WEST TOWNCENTER	
Cabida Propuesta:	13.13 cuerdas
Usos Propuestos:	Comercial + Cultural + Entretenimiento + Residencial + Oficinas + Medico + Institucional
Unidades Propuestas:	80 apartamentos entre 1 a 4 habitaciones
Unidades Básicas de Vivienda Estimadas:	70 UBV
Área Neta Estimada Comercial & Usos Relacionados:	140,000 pies cuadrados
Área Neta Estimada de Restaurantes:	28,600 pies cuadrados
Área Neta Estimada de Oficinas:	45,000 pies cuadrados

COMPONENTE 8 | GOLF A	
Cabida Propuesta:	218.8 cuerdas
Usos Propuestos:	Recreativo (Campo de Golf) + Casa Club + Residencias Turísticas
Unidades Propuestas:	16 residencias turísticas de un máximo de 4 habitaciones
Unidades Básicas de Vivienda Estimadas:	19.2 UBV
Área Neta Estimada Comercial:	25,000 pies cuadrados
Área Neta Estimada de Restaurantes:	8,000 pies cuadrados

COMPONENTE 9 | GOLF B	
Cabida Propuesta:	169.5 cuerdas
Usos Propuestos:	Recreativo (Campo de Golf) + Casa Club
Área Neta Estimada Comercial:	30,000 pies cuadrados

Área Neta Estimada de Restaurantes:	10,000 pies cuadrados

COMPONENTE 10 | CLUB DEPORTIVO	
Cabida Propuesta:	28.84 cuerdas
Usos Propuestos:	Recreativo (Club Deportivo) + Comercial
Área Neta Estimada Comercial:	8,000 pies cuadrados
Área Neta Estimada de Restaurante:	5,200 pies cuadrados

COMPONENTE 11 | ESCUELA	
Cabida Propuesta:	8.13 cuerdas
Usos Propuestos:	Educativo
Unidades Propuestas:	500 dormitorios
Unidades Básicas de Vivienda Estimadas:	200 UBV

COMPONENTE 12 | CLUB DE PLAYA	
Cabida Propuesta:	10.41 cuerdas
Usos Propuestos:	Recreativo (Club de Playa) + Residencias Turísticas
Unidades Propuestas:	6 residencias turísticas entre 2 y 4 habitaciones
Unidades Básicas de Vivienda Estimadas:	6 UBV
Área Neta Estimada Comercial:	12,000 pies cuadrados
Área Neta Estimada de Restaurantes:	13,000 pies cuadrados

COMPONENTE 13 | COMUNIDAD DE ARTISTAS	
Cabida Propuesta:	28.11 cuerdas
Usos Propuestos:	Residencias Turísticas + Comercial
Unidades Propuestas:	16 residencias turísticas de 1 habitación
Unidades Básicas de Vivienda Estimadas:	9.6 UBV
Área Neta Estimada Comercial:	10,000 pies cuadrados

COMPONENTE 14 | EAST TOWNCENTER	
Cabida Propuesta:	6.72 cuerdas
Usos Propuestos:	Comercial + Entretenimiento + Residencial + Oficinas
Unidades Propuestas:	52 apartamentos entre 2 a 4 habitaciones
Unidades Básicas de Vivienda Estimadas:	49.6 UBV
Área Neta Estimada Comercial:	16,500 pies cuadrados

Área Neta Estimada de Restaurantes:	19,000 pies cuadrados
Área Neta Estimada de Oficina:	15,000 pies cuadrados

COMPONENTE 15 | CENTRO DE TRAUMA	
Cabida Propuesta:	8.39 cuerdas
Usos Propuestos:	Médico
Área Neta Estimada Servicios Médicos:	28,000 pies cuadrados

COMPONENTE 16 | INFRAESTRUCTURA	
Cabida Propuesta:	43.29 cuerdas
Usos Propuestos:	Infraestructura & Servicios

COMPONENTE 17 | RESIDENCIAS PARA EMPLEADOS	
Cabida Propuesta:	4.85 cuerdas
Usos Propuestos:	Residencial
Unidades Propuestas:	144 apartamentos de 2 habitaciones
Unidades Básicas de Vivienda Estimadas:	115 UBV

COMPONENTE 18 | VIAS PRINCIPALES & ACCESOS	
Cabida Propuesta:	97.96 cuerdas
Usos Propuestos:	Vías & Accesos

COMPONENTE 19 | AREAS DE CONSERVACION	
Cabida Propuesta:	407.38 cuerdas
Usos Propuestos:	Conservación

El Proyecto se propone desarrollar mediante seis fases, con fechas estimadas de finalización de construcción según descritas a continuación:

FECHA ESTIMADA DE FINALIZACION DE CONSTRUCCION	COMPONENTE	USOS PROPUESTOS
2027	Componente 2	Hotel + Residencias Turísticas
	Componente 8	Campo de Golf A
	Componente 10	Club de Deportes
	Componente 11	Escuela
	Componente 12	Club de Playa
	Componente 15	Centro de Trauma
	Componente 16	Infraestructura
	Componente 17	Residencias para Empleados
	Componente 18	Vías Principales & Accesos

2028	Componente 1	Hotel + Residencias Turísticas
	Componente 3	Hotel + Residencias Turísticas
	Componente 14	*East Towncenter*
	Componente 6	Hotel + Residencias Turísticas
2029	Componente 4	Hotel + Residencias Turísticas
	Componente 7	*West Towncenter*
	Componente 13	Comunidad de Artistas
2030	Componente 5	Hotel + Residencias Turísticas
	Componente 9	Campo de Golf B
-	Componente 19	Áreas de Conservación

INFRAESTRUCTURA

El Proyecto propone la construcción de facilidades centralizadas privadas de infraestructura y utilidades como fuentes primarias para satisfacer las demandas del Proyecto, incluyendo y no limitado a lo siguiente: pavimentación de caminos existentes; creación de vías nuevas; puntos de acceso públicos y privados; sistema de recolección, tratamiento y disposición de aguas usadas; sistema solar de generación y distribución de electricidad; sistema de tratamiento y distribución de agua potable; y facilidades de distribución de telecomunicaciones. No obstante, el Proyecto propone conexión a las facilidades existentes en el sector a ser utilizadas como fuentes secundarias, de acuerdo con las recomendaciones de las agencias envueltas. Por tanto, las facilidades por proveerse para el Proyecto estarán sujetas a las condiciones y/o recomendaciones hechas por las diferentes agencias estatales y federales concernidas.

TRAMITE SOLICITADO

- Instituto de Cultura - Patrimonio Histórico

  Se solicita de esta agencia aquellas recomendaciones correspondientes a los 19 componentes del plano conceptual presentado, que permitan desarrollar el diseño del Proyecto para obtener eventualmente su aprobación.

REGLAMENTOS APLICABLES

- Reglamento Conjunto Para la Evaluación y Expedición de Permisos Relacionados al Desarrollo, Uso de Terrenos y Operación de Negocios (2023)
- Reglamento de Sobre Áreas Especiales de Peligro a Inundación (Reglamento de Planificación Núm. 13) y National Flood Insurance Program (NFIP)
- International Building Code 2018
- International Fire Code 2018
- Puerto Rico Building Code 2018
- American with Disabilities Act
- American Society of Civil Engineer ASCE 24 & 7
- Puerto Rico Law 218-2008 Control and Prevention of the Lighting Pollution of Puerto Rico
- PR EQB 2014: Regulation to Control and Prevent Light Contamination

ANEJOS

- ANEJO 1: Tabla de Análisis de Propiedades
- ANEJO 2: Presentación de Proyecto Esquemático
- ANEJO 3: Presentación de Proyecto Esquemático

ANEJO 1:
Tabla de Análisis de Propiedades

San Juan | The Hub - 200 Convention Blvd., Suite 201, San Juan, PR 00907 | 787.754.1381
New York | 641 Lexington Ave., 13th FL, Suite 1326, New York, NY 10022 | 212.271.5280
Miami | 1221 Brickell Ave., Suite 900, Miami, FL 33131 | 305.995.8299
info@advfirm.com | alvarezdiazvillalon.com

PROPIEDADES									
			CABIDA		COORDENADAS				
#	# CATASTRO	DATOS REGISTRALES # FINCA	METROS CUADRADOS	CUERDAS	COORDENADAS LAMBERT	NAD83	ZONA DE INUNDABILIDAD	CLASIFICACION	CALIFICACION
A-2	403-000-002-02-000	32,623	3074799.736	782.3918	Lat: 17.99743354, Lon: -67.19165510	x: 119688.6748, y: 218328.6761	VE/AE/A	SRC/SREP-E	DTS/CR/PR/ARD
105	379-089-327-75-000	18,839	19364.5933	4.9269	Lat: 18.00143842, Lon: -67.19461846	x: 119376.6813, y: 218773.2374	VE/AE/A	SREP-E	DTS/PR
106	379-089-327-76-000	18,840	22018.333	5.6000	Lat: 18.00129685, Lon: -67.19522847	x: 119312.0137, y: 218757.8370	VE/AE/A	SREP-E	DTS/PR
107	379-089-327-77-000	18,841	18,788.01	4.7802	Lat: 18.00114700, Lon: -67.19582078	x: 119249.2168, y: 218741.5125	VE/AE/A	SREP-E	DTS/PR
108	379-089-327-78-000	18,842	19213.4915	4.8884	Lat: 18.00102875, Lon: -67.19642370	x: 119185.3105, y: 218728.6911	VE/AE/A	SREP-E	DTS/PR
21	379-000-010-05-000	18,782	39286.311	9.9955	Lat: 18.00090126, Lon: -67.19741916	x: 119079.8291, y: 218715.0198	VE/AE/A	SREP-E	DTS/PR/R-G
20	379-000-010-04-000	18,781	26940.6211	6.8544	Lat: 18.00089464, Lon: -67.19862354	x: 118952.2776, y: 218714.8200	VE/AE/A	SREP-E	R-G/PR
19	379-000-010-03-000	18,830	20284.0211	5.1608	Lat: 18.00068522, Lon: -67.19951128	x: 118858.1662, y: 218692.0348	VE/AE/A	SREP-E	R-G/PR
181	379-000-009-05-000	18,816	36733.6034	9.3460	Lat: 18.00021912, Lon: -67.20061663	x: 118740.8886, y: 218640.9370	VE/AE/A	SREP-E	R-G/PR
1	379-000-009-03-000	18,818	20069.125	5.1049	Lat: 17.99804953, Lon: -67.20223772	x: 118568.3490, y: 218401.8318	VE/AE	SREP-E	R-G/DTS/PR
79	379-000-009-02-001	18,808	19659.2923	5.0019	Lat: 17.99888395, Lon: -67.20310188	x: 118568.3490, y: 218401.8318	VE/AE	SREP-E	R-G/DTS/PR
78	379-000-009-02-000	18,807	19772.2027	5.0306	Lat: 17.999073, Lon: -67.204503	x: 118477.2185, y: 218494.5697	VE/AE	SREP-E	R-G/DTS/PR
77	379-000-009-01-000	18,806	21123.5259	5.3744	Lat: 17.99882095, Lon: -67.20393835	x: 118388.6025, y: 218487.9695	VE/AE	SREP-E	R-G/PR
76	402-000-004-67-000	18,805	12385.5425	3.1512	Lat: 17.99861968, Lon: -67.20477501	x: 118299.7532, y: 218465.7618	VE/AE	SREP-E	R-G/PR
3	402-007-327-03-000	31,178	3753.9717	0.9551	Lat: 17.99807794, Lon: -67.20626622	x: 118141.5736, y: 218406.4678	VE/AE	SREP-E	R-G/PR
2	402-007-327-02-000	31,178	4509.3138	1.1473	Lat: 17.99796891, Lon: -67.20653676	x: 118112.8707, y: 218394.5216	VE/AE	SREP-E	R-G/PR
5	402-007-327-05-000	31,178	3905.4349	0.9936	Lat: 17.99710964, Lon: -67.20640198	x: 118126.7433, y: 218299.3580	1% ACF	SREP-E	R-G
4	402-007-327-04-000	31,178	3959.5333	1.0074	Lat: 17.99727382, Lon: -67.20599778	x: 118169.6273, y: 218317.3487	1% ACF	SREP-E	R-G
1	402-007-327-01-000	29,700	3840.336	0.9771	Lat: 17.99782854, Lon: -67.20680313	x: 118084.5957, y: 218379.1047	VE/AE	SREP-E	R-G/PR
42	402-000-004-64-000	18,700	19926.7077	5.0699	Lat: 17.99721353, Lon: -67.20731818	x: 118029.7610, y: 218311.2655	VE/AE	SREP-E	R-G/PR
72	402-007-327-90-000	18,718	20122.6755	5.1198	Lat: 17.99638496, Lon: -67.20798977	x: 117958.2478, y: 218219.8611	VE/AE	SREP-E	R-G/DTS/PR
70	402-007-327-15-000	18,716	19714.7056	5.0160	Lat: 17.99520022, Lon: -67.20951352	x: 117796.3169, y: 218089.4177	VE	SREP-E	DTS
69	402-017-327-16-000	18,715	19691.5244	5.0101	Lat: 17.99387986, Lon: -67.21033837	x: 117708.3392, y: 217943.6512	VE	SRC	DTS
81	402-017-327-17-000	18,721	19744.2876	5.0235	Lat: 17.99294528, Lon: -67.21090108	x: 117648.3047, y: 217840.4649	VE	SRC	DTS
68	402-017-327-06-000	18,714	20708.2307	5.2687	Lat: 17.99377528, Lon: -67.20907296	x: 117842.3072, y: 217931.5082	X	SREP-E	DTS
84	402-017-327-07-000	18,724	19694.6833	5.0109	Lat: 17.99280389, Lon: -67.20867881	x: 117883.5955, y: 217823.8185	X	SREP-E	DTS
73	402-007-327-13-000	18,719	20232.7025	5.1478	Lat: 17.99488068, Lon: -67.20754409	x: 118004.7442, y: 218053.1680	X	SREP-E	DTS

PROPIEDADES									
			CABIDA		COORDENADAS				
#	# CATASTRO	DATOS REGISTRALES # FINCA	METROS CUADRADOS	CUERDAS	COORDENADAS LAMBERT	NAD83	ZONA DE INUNDABILIDAD	CLASIFICACION	CALIFICACION
37	402-007-327-12-000	18,789	20470.741	5.2080	Lat: 17.99545079, Lon: -67.20653969	x: 118111.3839, y: 218115.8181	X	SREP-E	DTS
32	402-008-327-25-000	18,695	22149.1051	5.6353	Lat: 17.99662880, Lon: -67.20383430	x: 118398.6013, y: 218245.2970	X	SREP-E	DTS
57	402-008-327-27-000	18,710	20139.3584	5.1240	Lat: 17.99739764, Lon: -67.20134532	x: 118662.5565, y: 218329.2849	X	SREP-E	DTS
56	402-008-327-28-000	18,709	22626.4242	5.7568	Lat: 17.99773582, Lon: -67.20043922	x: 118758.6747, y: 218366.3119	X	SREP-E	DTS
55	402-009-327-29-000	18,708	23535.7454	5.9881	Lat: 17.99787271, Lon: -67.19955909	x: 118851.9482, y: 218381.0729	X	SREP-E	DTS
52	379-099-327-79-000	18,829	20229.2849	5.1474	Lat: 17.99916041, Lon: -67.19878694	x: 118934.1706, y: 218522.9485	X	SREP-E	DTS
54	402-009-327-30-000	18,707	21551.9387	5.4834	Lat: 17.99768492, Lon: -67.19844581	x: 118969.7647, y: 218359.7947	X	SREP-E	DTS
53	379-099-327-80-000	18,706	19212.5906	4.8882	Lat: 17.99902280, Lon: -67.19742660	x: 119078.1735, y: 218507.1159	X	SREP-E	DTS
113	379-099-327-81-000	18,847	21322.3403	5.4250	Lat: 17.99895240, Lon: -67.19615266	x: 119213.0574, y: 218498.7615	X	SREP-E	DTS
104	402-009-327-82-000	18,838	18526.0984	4.7135	Lat: 17.99771481, Lon: -67.19554463	x: 119276.8810, y: 218361.5173	X	SREP-E	DTS
112	402-009-327-84-000	18,846	20089.4749	5.1113	Lat: 17.99744519, Lon: -67.19648005	x: 119177.6905, y: 218332.0889	X	SREP-E	DTS
44	402-009-327-85-000	18,792	21490.5754	5.4678	Lat: 17.99714526, Lon: -67.19738323	x: 119082.0484, y: 218299.5963	X	SREP-E	DTS
16	402-008-327-33-000	18,694	20033.1585	5.0970	Lat: 17.99549516, Lon: -67.20205052	x: 118586.9873, y: 218119.0317	X	SREP-E	DTS
15	402-008-327-34-000	18,779	23027.7787	5.8589	Lat: 17.99477862, Lon: -67.20255393	x: 118533.1917, y: 218039.6447	X	SREP-E	DTS
138	402-018-327-35-000	18,762	21171.6639	5.3866	Lat: 17.99463437, Lon: -67.20335591	x: 118448.1886, y: 218024.0365	X	SREP-E	DTS
33	402-018-327-36-000	18,696	22020.4014	5.6026	Lat: 17.99432614, Lon: -67.20428479	x: 118349.6698, y: 217990.3357	X	SREP-E	DTS
38	402-018-327-10-000	17,790	20021.5593	5.0940	Lat: 17.99399504, Lon: -67.20528404	x: 118243.6866, y: 217954.1349	X	SREP-E	DTS
29	402-017-327-09-000	18,783	19750.4213	5.0250	Lat: 17.99379866, Lon: -67.20623360	x: 118143.0297, y: 217932.8247	X	SREP-E	DTS
65	402-017-327-08-000	18,711	19888.3404	5.0601	Lat: 17.99364480, Lon: -67.20743864	x: 118015.3337, y: 217916.3338	X	SREP-E	DTS
67	402-017-327-23-000	18,713	20137.9900	5.1237	Lat: 17.99248909, Lon: -67.20667382	x: 118095.7948, y: 217788.0783	X	SREP-E	DTS
85	402-000-004-69-000	18,725	20282.1421	5.1603	Lat: 17.99166219, Lon: -67.20712899	x: 118047.3493, y: 217697.0657	X	SRC/SREP-E	DTS
x	402-027-327-22-000	18,785	19671.4617	5.0055	Lat: 17.99153655, Lon: -67.20863460	x: 117887.6838, y: 217683.5304	X	SRC	DTS
17	402-018-327-24-000	18,780	21562.3366	5.4860	Lat: 17.99218834, Lon: -67.20481520	x: 118292.6473, y: 217754.2661	X	SRC	DTS
5	402-018-327-44-000	18,692	21160.8633	5.3839	Lat: 17.99256749, Lon: -67.20356706	x: 118424.8637, y: 217795.3688	X	SRC	DTS
6	402-018-327-43-000	18,693	20705.5310	5.2681	Lat: 17.99292322, Lon: -67.20258433	x: 118529.1093, y: 217834.3040	X	SRC	DTS
178	402-028-327-49-000	18,813	19958.3058	5.0779	Lat: 17.99175125, Lon: -67.20182135	x: 118609.3712, y: 217704.2512	X	SRC	DTS
64	402-018-327-42-000	18,802	20818.9024	5.2969	Lat: 17.99331564, Lon: -67.20139878	x: 118654.8513, y: 217877.2095	X	SRC	DTS

PROPIEDADES									
			CABIDA		COORDENADAS				
#	# CATASTRO	DATOS REGISTRALES # FINCA	METROS CUADRADOS	CUERDAS	COORDENADAS LAMBERT	NAD83	ZONA DE INUNDABILIDAD	CLASIFICACION	CALIFICACION
174	402-018-327-41-000	18,809	20377.1854	5.1845	Lat: 17.99324122, Lon: -67.20050133	x: 118749.8644, y: 217868.5738	X	SRC	DTS
39	402-018-327-40-000	18,697	20816.7973	5.2969	Lat: 17.99405363, Lon: -67.19989087	x: 118814.8928, y: 217958.2204	X	SRC	DTS
40	402-019-327-38-000	18,698	20157.6959	5.1287	Lat: 17.99427348, Lon: -67.19863087	x: 118948.4390, y: 217981.9950	X	SRC	DTS
22	402-019-327-37-000	18,831	20419.7597	5.1953	Lat: 17.99483658, Lon: -67.19769495	x: 119047.8203, y: 218043.9048	X	SRC	DTS
45	402-009-327-86-000	18,793	20887.0094	5.3142	Lat: 17.99493719, Lon: -67.19655814	x: 119168.2630, y: 218054.5383	X	SREP-E	DTS
110	402-009-327-87-000	18,844	17145.1235	4.3622	Lat: 17.99583991, Lon: -67.19616068	x: 119210.7736, y: 218154.2759	X	SREP-E	DTS
109	402-009-327-83-000	18,843	172266.7672	4.3931	Lat: 17.99608692, Lon: -67.19489753	x: 119344.6636, y: 218181.0582	X	SREP-E	DTS
60	402-009-327-72-000	18,798	20727.1922	5.2736	Lat: 17.99698396, Lon: -67.19399563	x: 119440.5924, y: 218279.9445	X	SRC/SREP-E	DTS
59	402-009-327-71-000	18,797	22912.7218	5.8296	Lat: 17.99571215, Lon: -67.19348093	x: 119494.5187, y: 218138.9554	X	SRC/SREP-E	DTS
111	402-019-327-88-000	18,845	17515.1883	4.4563	Lat: 17.99470737, Lon: -67.19518703	x: 119313.3680, y: 218028.4977	X	SREP-E	DTS
46	402-019-327-89-000	18,794	30321.6115	7.7146	Lat: 17.99329896, Lon: -67.19599492	x: 119227.1568, y: 217872.9706	X	SREP-E	DTS
34	402-019-327-68-000	18,786	25149.7093	6.3988	Lat: 17.99254581, Lon: -67.19485380	x: 119347.6640, y: 217789.1096	X	SREP-E	DTS
58	402-019-327-69-000	18,796	19553.9663	4.9751	Lat: 17.99411254, Lon: -67.19413338	x: 119424.6835, y: 217962.1979	X	SREP-E	DTS
13-B	402-000-005-28-000	24,097	464921.2499	118.2887	Lat: 17.99400574, Lon: -67.18904396	x: 119963.6440, y: 217948.1451	X	SRC	DTS
13-A	402-000-005-29-000	24,096	492773.8943	125.3751	Lat: 17.98977815, Lon: -67.18718309	x: 120158.7994, y: 217479.4250	X	SUNP	UR
76	403-000-002-15-000	4,523	24131.7812	6.1404	Lat: 17.99198924, Lon: -67.16696704	x: 122300.8707, y: 217715.4513	X	SRC	ARD
8-B	403-000-002-50-000	37,189	19958.1695	5.0784	Lat: 17.99189938, Lon: -67.16628831	x: 122372.7151, y: 217705.2183	X	SRC	ARD
78	402-029-327-57-000	18,787	19653.4048	5.0009	Lat: 17.99083209, Lon: -67.19608763	x: 119216.2006, y: 217599.9803	X	SRC	DTS
12	402-000-005-54-000	24,930	92045.321	23.4212	Lat: 17.98722323, Lon: -67.19363812	x: 119473.9700, y: 217199.4740	X	SRC	RT-I
47	402-019-327-51-000	21,859	20594.0529	5.2402	Lat: 17.99198647, Lon: -67.19699784	x: 119120.3335, y: 217728.1476	X	SRC	DTS
-	403-000-002-16-000	19,305	20071.5734	5.1073	Lat: 17.99245574, Lon: -67.16735907	x: 122259.5588, y: 217767.2502	X	SRC	ARD

PROPIEDADES PENDIENTES POR ADQUIRIR Y/O EN NEGOCIACION

			CABIDA		COORDENADAS				
#	# CATASTRO	DATOS REGISTRALES # FINCA	METROS CUADRADOS	CUERDAS	COORDENADAS LAMBERT	NAD83	ZONA DE INUNDABILIDAD	CLASIFICACION	CALIFICACION
7	379-000-009-04-000	18,822	18009.9359	4.5827	Lat: 17.99921227, Lon: -67.20175673	x: 118619.8282, y: 218530.3099	VE/AE	SREP-E	R-G/PR
75	402-000-004-66-000	18,804	17705.3569	4.5052	Lat: 17.99808128, Lon: -67.20555272	x: 118217.1391, y: 218406.5192	VE/AE	SREP-E	R-G/PR
71	402-007-327-14-000	18,717	19757.4574	5.0273	Lat: 17.99563125, Lon: -67.20858516	x: 117894.8390, y: 218136.7070	VE	SREP-E	DTS
41	402-008-327-11-000	18,699	20885.9676	5.3145	Lat: 17.99576891, Lon: -67.20565987	x: 118204.7120, y: 218150.6344	X	SREP-E	DTS
38	402-000-004-68-000	18,818	20255.2677	5.1540	Lat: 17.99625303, Lon: -67.20469355	x: 118307.2767, y: 218203.7853	X	SREP-E	DTS
62	379-099-327-74-000	18,800	19527.7894	4.9689	Lat: 17.99929836, Lon: -67.19450370	x: 119387.8501, y: 218536.3256	X	SREP-E	DTS
61	379-099-327-73-000	18,799	20290.0349	5.1629	Lat: 17.99814069, Lon: -67.19426250	x: 119412.8619, y: 218408.0891	X	SREP-E	DTS
53	402-009-327-31-000	-	40666.1094	10.3476	Lat: 17.99612389, Lon: -67.19872666	x: 118939.2990, y: 218187.1450	X	SREP-E	DTS
179	402-008-327-39-000	18,814	20559.3304	5.2314	Lat: 17.99534984, Lon: -67.19984573	x: 118820.2739, y: 218101.6643	X	SRC	DTS
180	402-008-327-32-000	-	21702.9561	5.5224	Lat: 17.99553751, Lon: -67.20112057	x: 118685.4953, y: 218123.3057	X	SREP-E	DTS
-	402-027-327-21-000	-	19717.2213	5.0171	Lat: 17.99154158, Lon: -67.20984636	x: 117759.3502, y: 217684.6307	X	SRC	DTS
31	402-027-327-20-000	-	19679.8355	5.0076	Lat: 17.99137073, Lon: -67.21093952	x: 117643.4936, y: 217666.2126	X	SRC	DTS
BB	402-020-327-70-000	-	22217.2462	5.6532	Lat: 17.99398170, Lon: -67.19314572	x: 119529.2242, y: 217947.2823	X	SREP-E	DTS

ANEJO 2:
Presentación de Proyecto Esquemático

San Juan | The Hub - 200 Convention Blvd., Suite 201, San Juan, PR 00907 | 787.754.1381
New York | 641 Lexington Ave., 13th FL, Suite 1326, New York, NY 10022 | 212.271.5280
Miami | 1221 Brickell Ave., Suite 900, Miami, FL 33131 | 305.995.8299
info@advfirm.com | alvarezdiazvillalon.com

CONCEPTUAL PLAN
DETAILED ILLUSTRATIVE OVERALL PLAN



SCALE: 1:15,000

0 250m 500m 1,000m

ESENCIA
CONCEPTUAL PLANNING
MAY 2024

Rees Jones, Inc. GOLF COURSE DESIGN

edsa

AD&V ALVAREZ-DIAZ & VILLALÓN

ANEJO 3:
Presentación de Proyecto Esquemático

San Juan | The Hub - 200 Convention Blvd., Suite 201, San Juan, PR 00907 | 787.754.1381
New York | 641 Lexington Ave., 13th FL, Suite 1326, New York, NY 10022 | 212.271.5280
Miami | 1221 Brickell Ave., Suite 900, Miami, FL 33131 | 305.995.8299
info@advfirm.com | alvarezdiazvillalon.com

CONCEPTUAL PLAN
DETAILED ILLUSTRATIVE OVERALL PLAN



SCALE: 1:15,000

0 250m 500m 1,000m

ESENCIA
CONCEPTUAL PLANNING
MAY 2024

Rees Jones, Inc. GOLF COURSE DESIGN

edsa

AD&V ALVAREZ-DIAZ & VILLALÓN

CONCEPTUAL PLAN
DETAILED ILLUSTRATIVE OVERALL PLAN



SCALE: 1:15,000

0 250m 500m 1,000m

ESENCIA
CONCEPTUAL PLANNING
MAY 2024

Rees Jones, Inc. GOLF COURSE DESIGN

edsa

AD&V ALVAREZ-DIAZ & VILLALÓN

CONCEPTUAL PLAN
DETAILED ILLUSTRATIVE OVERALL PLAN



SCALE: 1:15,000

0 250m 500m 1,000m

ESENCIA
CONCEPTUAL PLANNING
MAY 2024

Rees Jones, Inc. GOLF COURSE DESIGN

edsa

AD&V ALVAREZ-DIAZ & VILLALÓN


Boqueron
Bay
Balneario Publico
de Boqueron
Refugio De Vida
Silvestre de Boqueron
Caño
Boqueron
Los Pozos
Beach
El Combate
Corozo
Refugio Nacional
De Vida Silvestre de Cabo Rojo

Nombre del Proyecto	Esencia
Fecha	05.23.2024
Re:	Memorial Explicativo | SRI AAA

INFORMACIÓN GENERAL DEL PROYECTO	
Descripción Del Solar	*Cabo Rojo Land Acquisition LLC adquirió el título y/u opciones de adquirir título de múltiples parcelas de terreno localizadas en la Carr. Estatal PR-301, Km 10.05 del Barrio Boquerón en el Municipio de Cabo Rojo, Puerto Rico. Los predios tienen una cabida superficial total de aproximadamente 6,088,514 metros cuadrados, equivalentes a 1,549 cuerdas (en adelante referidos como la "Propiedad" o "los terrenos"). Los terrenos tienen acceso a través de la Carretera Estatal PR-301, Km 10.05 del Municipio de Cabo Rojo.*

DUEÑO Y PROPONENTE	
Nombre:	Cabo Rojo Land Aquisition LLC
Representante Autorizado:	Gladys Fontanez
Dirección:	361 San Francisco Street, Suite 4, San Juan, PR, 00901
Teléfono:	(787) 723-8756
DESARROLLADOR	
Nombre:	Three Rules Capital
Representante Autorizado:	Roberto Ruiz
Dirección:	250 Avenida Muñoz Rivera , Suite 440, San Juan, PR 00928
Teléfono:	(787) 367-5708
PROYECTISTA	
Nombre:	Alvarez-Diaz & Villalon® (ADVision, PSC)
Representante Autorizado:	Arq. Ricardo Alvarez-Diaz
Dirección:	PO Box 16318, San Juan PR 00908-6318
Teléfono:	(787) 754-1381
Email:	permits@aldivi.com

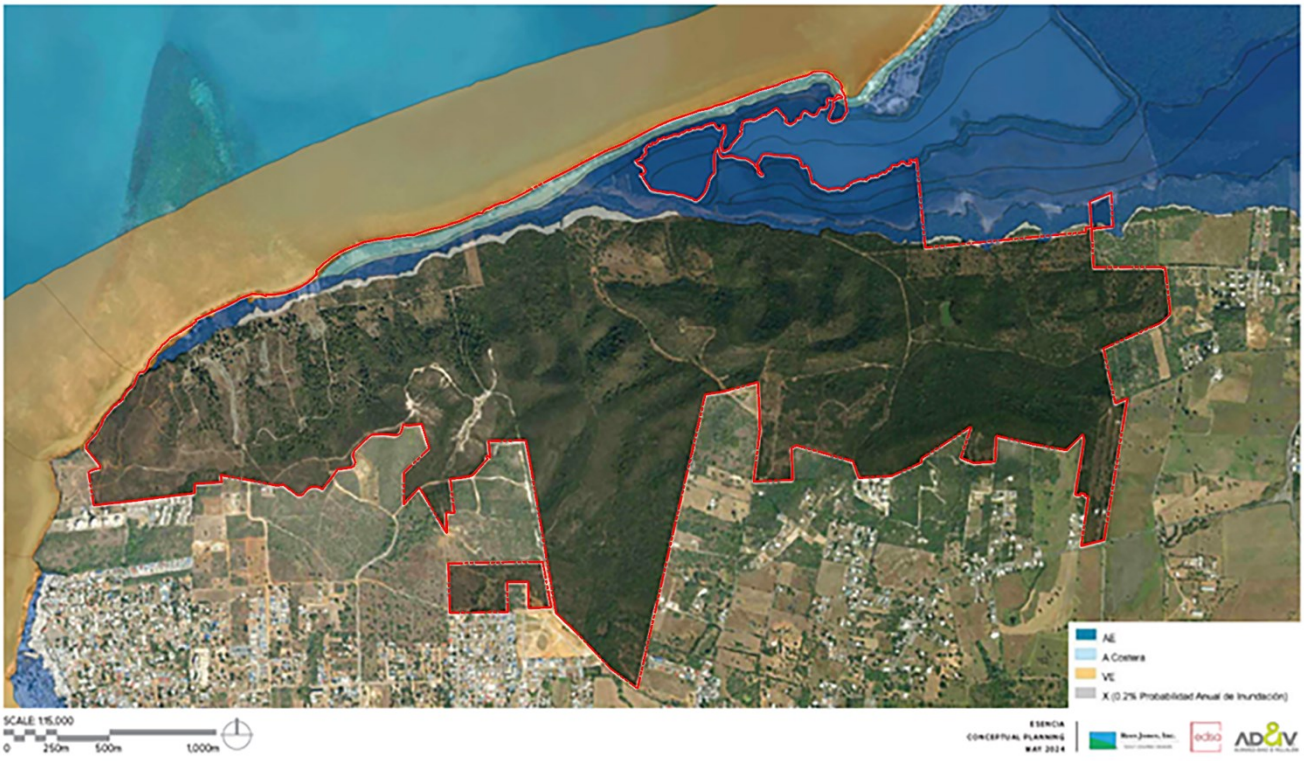
PROPIEDADES & TITULARIDAD

Se incluye como Anejo #1 un listado de las parcelas que componen el proyecto propuesto, que incluye: cabidas, coordenadas, números de catastro, calificaciones, clasificaciones, zona de inundabilidad y datos registrales.

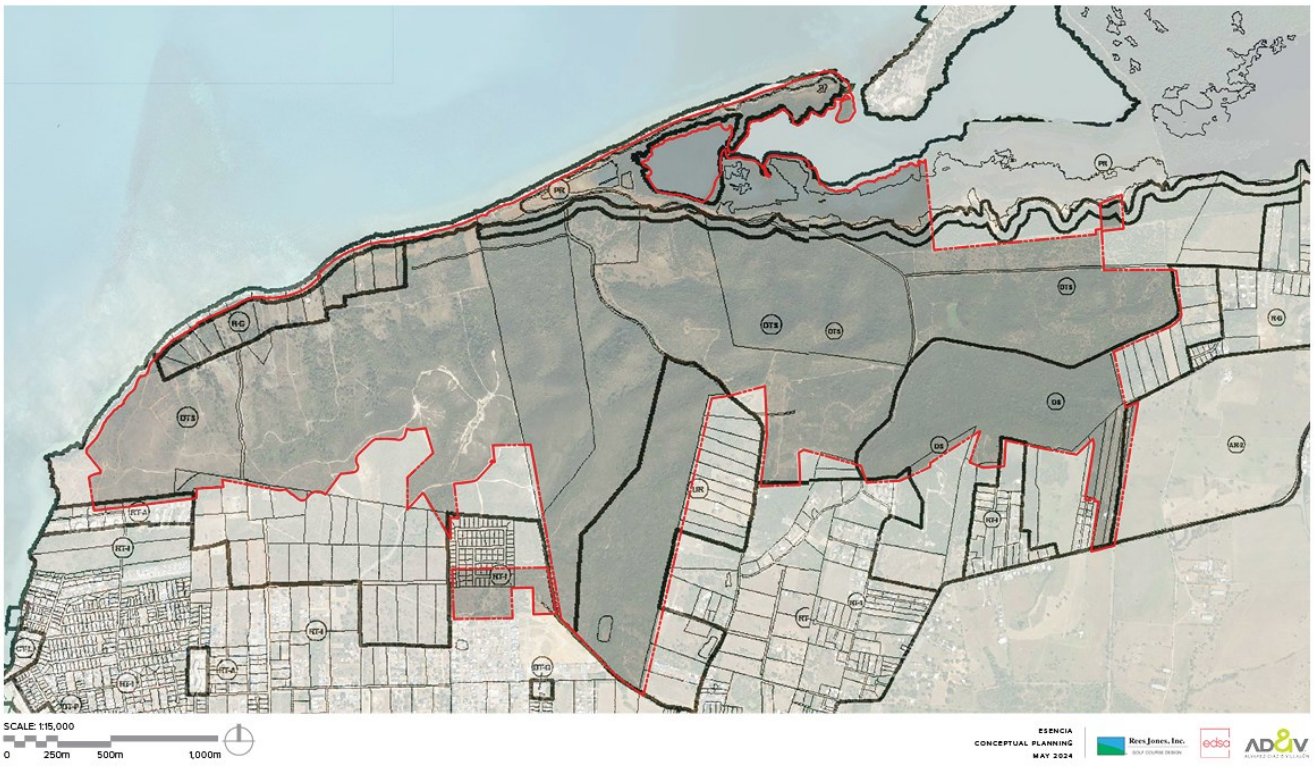
LOCALIZACION DEL PROYECTO, Figura 1



MAPA DE INUNDABILIDAD, Figura 2



MAPA ZONA DE INTERES TURISTICO CABO ROJO, Figura 3



DESCRIPCIÓN GENERAL DEL PROYECTO PROPUESTO

Cabo Rojo Land Acquisition, LLC (en adelante el "Proponente") propone un desarrollo turístico-residencial en el Municipio de Cabo Rojo (en adelante "Esencia" o el "Proyecto") que está compuesto por 81 parcelas con una cabida total de 1,549 cuerdas (6,088,514 metros cuadrados) (Ver Figura 1). La topografía de los terrenos muestra cambios en elevación desde un mínimo de 1 metro hasta un máximo de 107 metros sobre el nivel del mar y, en su mayoría, quedan fuera del nivel de inundabilidad establecido por los mapas ABFE del 2018 (Ver Figura 2). Los terrenos objeto de desarrollo están calificados como DTS, R-G, DS y UR; clasificados como SUNP, SRC, SREP; y figuran dentro de la Zona Especial Sobrepuesta de Interés Turístico de Cabo Rojo (Ver Figura 3).

La Propiedad colinda por el Norte con el Mar Caribe y el Caño Boquerón, y por el Sur, Este y Oeste con desarrollos residenciales unifamiliares y multifamiliares, áreas no desarrolladas y la Carretera Estatal PR-301. El Proyecto contará con tres puntos de acceso, siendo los dos principales a través de la Carretera Estatal PR-301 y uno secundario a través del Camino Monte Carlo.

En el contexto inmediato del Proyecto existen numerosas áreas de interés turístico, que incluyen: el Balneario Público de Boquerón; el Poblado de Boquerón; el Club Náutico de Boquerón; variedad de comercios; restaurantes; hoteles; paradores; y propiedades residenciales utilizadas como alojamientos a corto plazo; entre otras. El Proyecto además se ubica cercano a áreas de atractivos naturales como lo son: el Refugio de Vida Silvestre de Boquerón; la Playa El Combate; y otros puntos de interés que sirven al público turístico que frecuenta el área.

En la actualidad, la mayoría de los terrenos no están desarrollados, con algunos usos no consolidados tales como: glamping; área para vehículos recreativos (RV Park); y estructuras abandonadas que fueron utilizadas previamente como

residencias unifamiliares. De igual manera, los terrenos no desarrollados son utilizados por grupos y organizaciones externas para hacer carreras de ciclismo de montaña, carreras de vehículos todoterreno y senderismo.

Es importante señalar que como parte del Proyecto se contemplan varias parcelas que al presente no pertenecen a Cabo Rojo Land Acquisition, LLC, pero que se vislumbran si lo sean en el futuro, ello sujeto a las negociaciones con varios de sus actuales propietarios. De no adquirirse dichas parcelas ello no impediría el desarrollo del Proyecto según representado en el plano conceptual presentado en el Anejo 2, en el que se identifican estas parcelas, mostrándolas en su estado actual y garantizando sus accesos a través de las vías propuestas.

No obstante, y debido a que dichas parcelas podrían formar del Proyecto, se incluye como Anejo 3 un plano conceptual en el que se incluyen todas estas parcelas como parte del desarrollo propuesto y que fueron evaluadas por el equipo técnico contratado por Cabo Rojo Land Acquisition, LLC. Por lo tanto, esta solicitud basa su programa y sus análisis de demanda a base de la versión más abarcadora del Proyecto según representado en el Anejo 3, esto para asegurar que las recomendaciones aquí solicitadas evalúen el impacto de la totalidad de la acción propuesta.

Cónsono con lo anterior, el plano conceptual del Proyecto (Anejo 3) propone usos hoteleros, de recreación y turístico-residenciales, siendo cónsonos con los usos existentes en el sector. Específicamente, se propone el desarrollo de: 530 unidades de hotel; 1,132 residencias turísticas unifamiliares y multifamiliares; una escuela con 500 unidades de vivienda para estudiantes; áreas recreativas; campos de golf; áreas de servicio médico; áreas comerciales y de entretenimiento; áreas de agricultura; y áreas de servicio e infraestructura. El Proyecto incluye además cuatro accesos públicos vehiculares a la playa con instalaciones sanitarias, apoyo para actividades públicas recreativas como el senderismo, observación de aves y ciclismo de montaña, y dos centros de actividades (*Towncenters*), donde se proveerá espacio para comercios y servicios, estableciendo ofertas gastronómicas, recreativas, culturales, religiosas y otros servicios esenciales para la comunidad en general.

El concepto de desarrollo y planificación de Esencia se basa en 5 principios fundamentales de protección y mejora de los recursos naturales, entre ellos: la protección de la zona costera para promover resiliencia; la protección de corredores de drenaje natural; la preservación de áreas con pendientes mayores de 30%; la protección de zonas de mangle; y la protección y mejora de áreas de humedales; entre otras.

Por último, Esencia se presenta como un desarrollo de baja densidad, ya que ocupará menos del 25% del total de los terrenos, de los cuales un 15% será ocupado por huellas de edificios y 10% por calles de acceso y otros componentes de infraestructura. El restante 75% de los terrenos objeto de desarrollo se propone como áreas verdes, incluyendo amplias áreas de paisajismo, dos campos de golf y áreas a designarse como zonas de conservación.

El Proyecto se dividirá en 19 componentes a desarrollarse en fases, según descritos a continuación:

COMPONENTE 1	
Cabida Propuesta:	200.34 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	50 habitaciones de hotel 90 residencias turísticas entre 4 a 8 habitaciones
Unidades Básicas de Vivienda Estimadas:	20 UBV : Habitaciones de Hotel 132 UBV: Residencias Turísticas
Área Neta Estimada Comercial:	10,000 pies cuadrados

Área Neta Estimada de Restaurantes:	7,800 pies cuadrados

COMPONENTE 2	
Cabida Propuesta:	128.18 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	110 habitaciones de hotel 224 residencias turísticas entre 2 a 8 habitaciones
Unidades Básicas de Vivienda Estimadas:	44 UBV : Habitaciones de Hotel 257.6 UBV: Residencias Turísticas
Área Neta Estimada Comercial:	25,000 pies cuadrados
Área Neta Estimada de Restaurantes:	16,000 pies cuadrados

COMPONENTE 3	
Cabida Propuesta:	184.77 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	120 habitaciones de hotel 186 residencias turísticas entre 2 a 8 habitaciones
Unidades Básicas de Vivienda Estimadas:	48 UBV : Habitaciones de Hotel 254 UBV: Residencias Turísticas
Área Neta Estimada Comercial:	25,000 pies cuadrados
Área Neta Estimada de Restaurantes:	6,614 pies cuadrados

COMPONENTE 4	
Cabida Propuesta:	11.27 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	20 habitaciones de hotel 10 residencias turísticas de un máximo de 5 habitaciones
Unidades Básicas de Vivienda Estimadas:	8 UBV : Habitaciones de Hotel 14 UBV: Residencias Turísticas
Área Neta Estimada Comercial:	2,000 pies cuadrados
Área Neta Estimada de Restaurantes:	7,200 pies cuadrados

COMPONENTE 5	
Cabida Propuesta:	435.97 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	200 habitaciones de hotel 292 residencias turísticas entre 2 a 8 habitaciones
Unidades Básicas de Vivienda Estimadas:	80 UBV : Habitaciones de Hotel 429 UBV: Residencias Turísticas

Área Neta Estimada Comercial:	35,000 pies cuadrados
Área Neta Estimada de Restaurantes:	30,500 pies cuadrados

COMPONENTE 6	
Cabida Propuesta:	38.33 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	30 habitaciones de hotel 16 residencias turísticas de un máximo de 5 habitaciones
Unidades Básicas de Vivienda Estimadas:	12 UBV : Habitaciones de Hotel 22.4 UBV: Residencias Turísticas
Área Neta Estimada de Restaurantes	4,500 pies cuadrados

COMPONENTE 7 | WEST TOWNCENTER	
Cabida Propuesta:	13.13 cuerdas
Usos Propuestos:	Comercial + Cultural + Entretenimiento + Residencial + Oficinas + Medico + Institucional
Unidades Propuestas:	80 apartamentos entre 1 a 4 habitaciones
Unidades Básicas de Vivienda Estimadas:	70 UBV
Área Neta Estimada Comercial & Usos Relacionados:	140,000 pies cuadrados
Área Neta Estimada de Restaurantes:	28,600 pies cuadrados
Área Neta Estimada de Oficinas:	45,000 pies cuadrados

COMPONENTE 8 | GOLF A	
Cabida Propuesta:	218.8 cuerdas
Usos Propuestos:	Recreativo (Campo de Golf) + Casa Club + Residencias Turísticas
Unidades Propuestas:	16 residencias turísticas de un máximo de 4 habitaciones
Unidades Básicas de Vivienda Estimadas:	19.2 UBV
Área Neta Estimada Comercial:	25,000 pies cuadrados
Área Neta Estimada de Restaurantes:	8,000 pies cuadrados

COMPONENTE 9 | GOLF B	
Cabida Propuesta:	169.5 cuerdas
Usos Propuestos:	Recreativo (Campo de Golf) + Casa Club
Área Neta Estimada Comercial:	30,000 pies cuadrados

Área Neta Estimada de Restaurantes:	10,000 pies cuadrados

COMPONENTE 10 | CLUB DEPORTIVO	
Cabida Propuesta:	28.84 cuerdas
Usos Propuestos:	Recreativo (Club Deportivo) + Comercial
Área Neta Estimada Comercial:	8,000 pies cuadrados
Área Neta Estimada de Restaurante:	5,200 pies cuadrados

COMPONENTE 11 | ESCUELA	
Cabida Propuesta:	8.13 cuerdas
Usos Propuestos:	Educativo
Unidades Propuestas:	500 dormitorios
Unidades Básicas de Vivienda Estimadas:	200 UBV

COMPONENTE 12 | CLUB DE PLAYA	
Cabida Propuesta:	10.41 cuerdas
Usos Propuestos:	Recreativo (Club de Playa) + Residencias Turísticas
Unidades Propuestas:	6 residencias turísticas entre 2 y 4 habitaciones
Unidades Básicas de Vivienda Estimadas:	6 UBV
Área Neta Estimada Comercial:	12,000 pies cuadrados
Área Neta Estimada de Restaurantes:	13,000 pies cuadrados

COMPONENTE 13 | COMUNIDAD DE ARTISTAS	
Cabida Propuesta:	28.11 cuerdas
Usos Propuestos:	Residencias Turísticas + Comercial
Unidades Propuestas:	16 residencias turísticas de 1 habitación
Unidades Básicas de Vivienda Estimadas:	9.6 UBV
Área Neta Estimada Comercial:	10,000 pies cuadrados

COMPONENTE 14 | EAST TOWNCENTER	
Cabida Propuesta:	6.72 cuerdas
Usos Propuestos:	Comercial + Entretenimiento + Residencial + Oficinas
Unidades Propuestas:	52 apartamentos entre 2 a 4 habitaciones
Unidades Básicas de Vivienda Estimadas:	49.6 UBV
Área Neta Estimada Comercial:	16,500 pies cuadrados

Área Neta Estimada de Restaurantes:	19,000 pies cuadrados
Área Neta Estimada de Oficina:	15,000 pies cuadrados

COMPONENTE 15 | CENTRO DE TRAUMA	
Cabida Propuesta:	8.39 cuerdas
Usos Propuestos:	Médico
Área Neta Estimada Servicios Médicos:	28,000 pies cuadrados

COMPONENTE 16 | INFRAESTRUCTURA	
Cabida Propuesta:	43.29 cuerdas
Usos Propuestos:	Infraestructura & Servicios

COMPONENTE 17 | RESIDENCIAS PARA EMPLEADOS	
Cabida Propuesta:	4.85 cuerdas
Usos Propuestos:	Residencial
Unidades Propuestas:	144 apartamentos de 2 habitaciones
Unidades Básicas de Vivienda Estimadas:	115 UBV

COMPONENTE 18 | VIAS PRINCIPALES & ACCESOS	
Cabida Propuesta:	97.96 cuerdas
Usos Propuestos:	Vías & Accesos

COMPONENTE 19 | AREAS DE CONSERVACION	
Cabida Propuesta:	407.38 cuerdas
Usos Propuestos:	Conservación

El Proyecto se propone desarrollar mediante seis fases, con fechas estimadas de finalización de construcción según descritas a continuación:

FECHA ESTIMADA DE FINALIZACION DE CONSTRUCCION	COMPONENTE	USOS PROPUESTOS
2027	Componente 2	Hotel + Residencias Turísticas
	Componente 8	Campo de Golf A
	Componente 10	Club de Deportes
	Componente 11	Escuela
	Componente 12	Club de Playa
	Componente 15	Centro de Trauma
	Componente 16	Infraestructura
	Componente 17	Residencias para Empleados
	Componente 18	Vías Principales & Accesos

2028	Componente 1	Hotel + Residencias Turísticas
	Componente 3	Hotel + Residencias Turísticas
	Componente 14	*East Towncenter*
	Componente 6	Hotel + Residencias Turísticas
2029	Componente 4	Hotel + Residencias Turísticas
	Componente 7	*West Towncenter*
	Componente 13	Comunidad de Artistas
2030	Componente 5	Hotel + Residencias Turísticas
	Componente 9	Campo de Golf B
-	Componente 19	Áreas de Conservación

INFRAESTRUCTURA

El Proyecto propone la construcción de facilidades centralizadas privadas de infraestructura y utilidades como fuentes primarias para satisfacer las demandas del Proyecto, incluyendo y no limitado a lo siguiente: pavimentación de caminos existentes; creación de vías nuevas; puntos de acceso públicos y privados; sistema de recolección, tratamiento y disposición de aguas usadas; sistema solar de generación y distribución de electricidad; sistema de tratamiento y distribución de agua potable; y facilidades de distribución de telecomunicaciones. No obstante, el Proyecto propone conexión a las facilidades existentes en el sector a ser utilizadas como fuentes secundarias, de acuerdo con las recomendaciones de las agencias envueltas. Por tanto, las facilidades por proveerse para el Proyecto estarán sujetas a las condiciones y/o recomendaciones hechas por las diferentes agencias estatales y federales concernidas.

TRAMITE SOLICITADO

- AAA-Autoridad de Acueductos y Alcantarillados

  Se solicita de esta agencia aquellas recomendaciones correspondientes a los 19 componentes del plano conceptual presentado que permitan obtener eventualmente su aprobación. Se presenta el proyecto ante la Autoridad de Acueductos y Alcantarillados para su consideración y recomendación de puntos de conexión para acometida de agua potable. En esta etapa preliminar se estima que la demanda de agua requerida para suplir el Proyecto es 1,252,806 galones por día (GDP). A continuación, se incluye desglose de los consumos estimados por componente:

AÑO	COMPONENTE	USOS PROPUESTOS	CONSUMO ESTIMADO (GDP)
2027	Componente 2	Hotel + Residencias Turísticas	166,600
	Componente 8	Campo de Golf A	21,400
	Componente 10	Club de Deportes	16,140
	Componente 11	Escuela	275,500
	Componente 12	Club de Playa	9,900
	Componente 15	Centro de Trauma	3,920
	Componente 16	Infraestructura	6,450
	Componente 17	Residencias para Empleados	57,600

	Componente 18	Vías Principales & Accesos	0
2028	Componente 1	Hotel + Residencias Turísticas	71,000
	Componente 3	Hotel + Residencias Turísticas	159,216
	Componente 14	*East Towncenter*	*36,220*
	Componente 6	Hotel + Residencias Turísticas	27,400
2029	Componente 4	Hotel + Residencias Turísticas	18,000
	Componente 7	*West Towncenter*	*104,260*
	Componente 13	Comunidad de Artistas	6,400
2030	Componente 5	Hotel + Residencias Turísticas	256,800
	Componente 9	Campo de Golf B	16,500
-	Componente 19	Áreas de Conservación	0

El Proyecto contará con una planta de tratamiento de agua potable y una planta de tratamiento de aguas residuales. No obstante, el Proyecto contempla la posibilidad de conectarse al sistema público de agua potable como método de respaldo en caso de emergencia.

La planta de tratamiento de agua potable será mediante membrana y la misma tendrá una capacidad para procesar 1.5 MGD de agua subterránea. La planta de tratamiento producirá agua potable confiable que cumplirá con los estándares primarios y secundarios de agua potable de la EPA. El agua cruda se obtendrá de múltiples pozos de agua cruda dentro del Proyecto y se bombeará a una instalación central de tratamiento de agua para su tratamiento. La instalación contará con filtros de cartucho de pretratamiento, trenes redundantes de membranas, un sistema químico de limpieza in situ, sistemas químicos de postratamiento para alcalinidad, corrosión y desinfección, un tanque de almacenamiento de 1 MG y una estación de bombeo de distribución triplex. El concentrado de membrana se descargará a través de un pozo de inyección profunda de agua subterránea. La planta de tratamiento de agua producirá aproximadamente 1.25 MGD para uso de agua potable.

La planta de tratamiento de aguas residuales se diseñará como una instalación de tratamiento de biorreactor de membrana (MBR) con promedio anual de flujo diario (AADF) de 1.5 MGD que realizará la eliminación biológica de nutrientes y producirá efluentes de agua regenerada de alta calidad.

Esta planta de tratamiento de aguas residuales incluirá una estación de bombeo de afluentes, tanques de filtrado fino, ecualización, anóxicos y de aeración, tanques MBR, desinfección ultravioleta, tanque de digestión aeróbica de lodos e instalaciones de deshidratación de lodos. Los lodos producidos se deshidratarán y descargarán en contenedores de arrastre de lodos y se eliminarán en vertederos. La instalación se construirá con tres (3) trenes de tratamiento de 0.5-MGD para proporcionar flexibilidad operativa. Las áreas productoras de olores del proceso de tratamiento de aguas residuales, incluido el sistema de pretratamiento y manejo de lodos, tendrán cubiertas superiores y estarán conectadas a un sistema de control de olores.

El agua regenerada se almacenará dentro de una serie de estanques de almacenamiento en todo el sitio del proyecto. Se construirán estaciones de bombeo adyacentes a los estanques de almacenamiento para bombear el agua regenerada a la zona de espacios verdes adyacente. La instalación producirá agua regenerada de alta calidad con límites de hasta:

- 10 mg/L BOD_5

- 10 mg/L de TSS
- 10 mg/L de nitrógeno total
- 5 mg/L de fósforo total

Se estima que el Proyecto tenga una demanda diaria de aproximadamente 2.4-MGD para irrigación de sus áreas verdes. Para abastecer esta demanda, se estima proveer tres fuentes de agua incluyendo: el uso de aproximadamente 1.1-MGD de agua regenerada, y el resto provisto por recolección de aguas pluviales y, en última instancia, por agua de pozo.

Se incluye como Anejo 4 un plano conceptual identificando la localización preliminar propuesta de estas facilidades.

REGLAMENTOS APLICABLES

- Reglamento Conjunto Para la Evaluación y Expedición de Permisos Relacionados al Desarrollo, Uso de Terrenos y Operación de Negocios (2023)
- Reglamento de Sobre Áreas Especiales de Peligro a Inundación (Reglamento de Planificación Núm. 13) y National Flood Insurance Program (NFIP)
- International Building Code 2018
- International Fire Code 2018
- Puerto Rico Building Code 2018
- American with Disabilities Act
- American Society of Civil Engineer ASCE 24 & 7
- Puerto Rico Law 218-2008 Control and Prevention of the Lighting Pollution of Puerto Rico
- PR EQB 2014: Regulation to Control and Prevent Light Contamination

ANEJOS

- ANEJO 1: Tabla de Análisis de Propiedades
- ANEJO 2: Presentación de Proyecto Esquemático
- ANEJO 3: Presentación de Proyecto Esquemático
- ANEJO 4: Plano de Sitio Identificando la localización preliminar de las facilidades propuestas

ANEJO 1:
Tabla de Análisis de Propiedades

San Juan | The Hub - 200 Convention Blvd., Suite 201, San Juan, PR 00907 | 787.754.1381
New York | 641 Lexington Ave., 13th FL, Suite 1326, New York, NY 10022 | 212.271.5280
Miami | 1221 Brickell Ave., Suite 900, Miami, FL 33131 | 305.995.8299
info@advfirm.com | alvarezdiazvillalon.com

PROPIEDADES									
			CABIDA		COORDENADAS				
#	# CATASTRO	DATOS REGISTRALES # FINCA	METROS CUADRADOS	CUERDAS	COORDENADAS LAMBERT	NAD83	ZONA DE INUNDABILIDAD	CLASIFICACION	CALIFICACION
A-2	403-000-002-02-000	32,623	3074799.736	782.3918	Lat: 17.99743354, Lon: -67.19165510	x: 119688.6748, y: 218328.6761	VE/AE/A	SRC/SREP-E	DTS/CR/PR/ARD
105	379-089-327-75-000	18,839	19364.5933	4.9269	Lat: 18.00143842, Lon: -67.19461846	x: 119376.6813, y: 218773.2374	VE/AE/A	SREP-E	DTS/PR
106	379-089-327-76-000	18,840	22018.333	5.6000	Lat: 18.00129685, Lon: -67.19522847	x: 119312.0137, y: 218757.8370	VE/AE/A	SREP-E	DTS/PR
107	379-089-327-77-000	18,841	18,788.01	4.7802	Lat: 18.00114700, Lon: -67.19582078	x: 119249.2168, y: 218741.5125	VE/AE/A	SREP-E	DTS/PR
108	379-089-327-78-000	18,842	19213.4915	4.8884	Lat: 18.00102875, Lon: -67.19642370	x: 119185.3105, y: 218728.6911	VE/AE/A	SREP-E	DTS/PR
21	379-000-010-05-000	18,782	39286.311	9.9955	Lat: 18.00090126, Lon: -67.19741916	x: 119079.8291, y: 218715.0198	VE/AE/A	SREP-E	DTS/PR/R-G
20	379-000-010-04-000	18,781	26940.6211	6.8544	Lat: 18.00089464, Lon: -67.19862354	x: 118952.2776, y: 218714.8200	VE/AE/A	SREP-E	R-G/PR
19	379-000-010-03-000	18,830	20284.0211	5.1608	Lat: 18.00068522, Lon: -67.19951128	x: 118858.1662, y: 218692.0348	VE/AE/A	SREP-E	R-G/PR
181	379-000-009-05-000	18,816	36733.6034	9.3460	Lat: 18.00021912, Lon: -67.20061663	x: 118740.8886, y: 218640.9370	VE/AE/A	SREP-E	R-G/PR
1	379-000-009-03-000	18,818	20069.125	5.1049	Lat: 17.99804953, Lon: -67.20223772	x: 118568.3490, y: 218401.8318	VE/AE	SREP-E	R-G/DTS/PR
79	379-000-009-02-001	18,808	19659.2923	5.0019	Lat: 17.99888395, Lon: -67.20310188	x: 118568.3490, y: 218401.8318	VE/AE	SREP-E	R-G/DTS/PR
78	379-000-009-02-000	18,807	19772.2027	5.0306	Lat: 17.999073, Lon: -67.204503	x: 118477.2185, y: 218494.5697	VE/AE	SREP-E	R-G/DTS/PR
77	379-000-009-01-000	18,806	21123.5259	5.3744	Lat: 17.99882095, Lon: -67.20393835	x: 118388.6025, y: 218487.9695	VE/AE	SREP-E	R-G/PR
76	402-000-004-67-000	18,805	12385.5425	3.1512	Lat: 17.99861968, Lon: -67.20477501	x: 118299.7532, y: 218465.7618	VE/AE	SREP-E	R-G/PR
3	402-007-327-03-000	31,178	3753.9717	0.9551	Lat: 17.99807794, Lon: -67.20626622	x: 118141.5736, y: 218406.4678	VE/AE	SREP-E	R-G/PR
2	402-007-327-02-000	31,178	4509.3138	1.1473	Lat: 17.99796891, Lon: -67.20653676	x: 118112.8707, y: 218394.5216	VE/AE	SREP-E	R-G/PR
5	402-007-327-05-000	31,178	3905.4349	0.9936	Lat: 17.99710964, Lon: -67.20640198	x: 118126.7433, y: 218299.3580	1% ACF	SREP-E	R-G
4	402-007-327-04-000	31,178	3959.5333	1.0074	Lat: 17.99727382, Lon: -67.20599778	x: 118169.6273, y: 218317.3487	1% ACF	SREP-E	R-G
1	402-007-327-01-000	29,700	3840.336	0.9771	Lat: 17.99782854, Lon: -67.20680313	x: 118084.5957, y: 218379.1047	VE/AE	SREP-E	R-G/PR
42	402-000-004-64-000	18,700	19926.7077	5.0699	Lat: 17.99721353, Lon: -67.20731818	x: 118029.7610, y: 218311.2655	VE/AE	SREP-E	R-G/PR
72	402-007-327-90-000	18,718	20122.6755	5.1198	Lat: 17.99638496, Lon: -67.20798977	x: 117958.2478, y: 218219.8611	VE/AE	SREP-E	R-G/DTS/PR
70	402-007-327-15-000	18,716	19714.7056	5.0160	Lat: 17.99520022, Lon: -67.20951352	x: 117796.3169, y: 218089.4177	VE	SREP-E	DTS
69	402-017-327-16-000	18,715	19691.5244	5.0101	Lat: 17.99387986, Lon: -67.21033837	x: 117708.3392, y: 217943.6512	VE	SRC	DTS
81	402-017-327-17-000	18,721	19744.2876	5.0235	Lat: 17.99294528, Lon: -67.21090108	x: 117648.3047, y: 217840.4649	VE	SRC	DTS
68	402-017-327-06-000	18,714	20708.2307	5.2687	Lat: 17.99377528, Lon: -67.20907296	x: 117842.3072, y: 217931.5082	X	SREP-E	DTS
84	402-017-327-07-000	18,724	19694.6833	5.0109	Lat: 17.99280389, Lon: -67.20867881	x: 117883.5955, y: 217823.8185	X	SREP-E	DTS
73	402-007-327-13-000	18,719	20232.7025	5.1478	Lat: 17.99488068, Lon: -67.20754409	x: 118004.7442, y: 218053.1680	X	SREP-E	DTS

PROPIEDADES									
			CABIDA		COORDENADAS				
#	# CATASTRO	DATOS REGISTRALES # FINCA	METROS CUADRADOS	CUERDAS	COORDENADAS LAMBERT	NAD83	ZONA DE INUNDABILIDAD	CLASIFICACION	CALIFICACION
37	402-007-327-12-000	18,789	20470.741	5.2080	Lat: 17.99545079, Lon: -67.20653969	x: 118111.3839, y: 218115.8181	X	SREP-E	DTS
32	402-008-327-25-000	18,695	22149.1051	5.6353	Lat: 17.99662880, Lon: -67.20383430	x: 118398.6013, y: 218245.2970	X	SREP-E	DTS
57	402-008-327-27-000	18,710	20139.3584	5.1240	Lat: 17.99739764, Lon: -67.20134532	x: 118662.5565, y: 218329.2849	X	SREP-E	DTS
56	402-008-327-28-000	18,709	22626.4242	5.7568	Lat: 17.99773582, Lon: -67.20043922	x: 118758.6747, y: 218366.3119	X	SREP-E	DTS
55	402-009-327-29-000	18,708	23535.7454	5.9881	Lat: 17.99787271, Lon: -67.19955909	x: 118851.9482, y: 218381.0729	X	SREP-E	DTS
52	379-099-327-79-000	18,829	20229.2849	5.1474	Lat: 17.99916041, Lon: -67.19878694	x: 118934.1706, y: 218522.9485	X	SREP-E	DTS
54	402-009-327-30-000	18,707	21551.9387	5.4834	Lat: 17.99768492, Lon: -67.19844581	x: 118969.7647, y: 218359.7947	X	SREP-E	DTS
53	379-099-327-80-000	18,706	19212.5906	4.8882	Lat: 17.99902280, Lon: -67.19742660	x: 119078.1735, y: 218507.1159	X	SREP-E	DTS
113	379-099-327-81-000	18,847	21322.3403	5.4250	Lat: 17.99895240, Lon: -67.19615266	x: 119213.0574, y: 218498.7615	X	SREP-E	DTS
104	402-009-327-82-000	18,838	18526.0984	4.7135	Lat: 17.99771481, Lon: -67.19554463	x: 119276.8810, y: 218361.5173	X	SREP-E	DTS
112	402-009-327-84-000	18,846	20089.4749	5.1113	Lat: 17.99744519, Lon: -67.19648005	x: 119177.6905, y: 218332.0889	X	SREP-E	DTS
44	402-009-327-85-000	18,792	21490.5754	5.4678	Lat: 17.99714526, Lon: -67.19738323	x: 119082.0484, y: 218299.5963	X	SREP-E	DTS
16	402-008-327-33-000	18,694	20033.1585	5.0970	Lat: 17.99549516, Lon: -67.20205052	x: 118586.9873, y: 218119.0317	X	SREP-E	DTS
15	402-008-327-34-000	18,779	23027.7787	5.8589	Lat: 17.99477862, Lon: -67.20255393	x: 118533.1917, y: 218039.6447	X	SREP-E	DTS
138	402-018-327-35-000	18,762	21171.6639	5.3866	Lat: 17.99463437, Lon: -67.20335591	x: 118448.1886, y: 218024.0365	X	SREP-E	DTS
33	402-018-327-36-000	18,696	22020.4014	5.6026	Lat: 17.99432614, Lon: -67.20428479	x: 118349.6698, y: 217990.3357	X	SREP-E	DTS
38	402-018-327-10-000	17,790	20021.5593	5.0940	Lat: 17.99399504, Lon: -67.20528404	x: 118243.6866, y: 217954.1349	X	SREP-E	DTS
29	402-017-327-09-000	18,783	19750.4213	5.0250	Lat: 17.99379866, Lon: -67.20623360	x: 118143.0297, y: 217932.8247	X	SREP-E	DTS
65	402-017-327-08-000	18,711	19888.3404	5.0601	Lat: 17.99364480, Lon: -67.20743864	x: 118015.3337, y: 217916.3338	X	SREP-E	DTS
67	402-017-327-23-000	18,713	20137.9900	5.1237	Lat: 17.99248909, Lon: -67.20667382	x: 118095.7948, y: 217788.0783	X	SREP-E	DTS
85	402-000-004-69-000	18,725	20282.1421	5.1603	Lat: 17.99166219, Lon: -67.20712899	x: 118047.3493, y: 217697.0657	X	SRC/SREP-E	DTS
x	402-027-327-22-000	18,785	19671.4617	5.0055	Lat: 17.99153655, Lon: -67.20863460	x: 117887.6838, y: 217683.5304	X	SRC	DTS
17	402-018-327-24-000	18,780	21562.3366	5.4860	Lat: 17.99218834, Lon: -67.20481520	x: 118292.6473, y: 217754.2661	X	SRC	DTS
5	402-018-327-44-000	18,692	21160.8633	5.3839	Lat: 17.99256749, Lon: -67.20356706	x: 118424.8637, y: 217795.3688	X	SRC	DTS
6	402-018-327-43-000	18,693	20705.5310	5.2681	Lat: 17.99292322, Lon: -67.20258433	x: 118529.1093, y: 217834.3040	X	SRC	DTS
178	402-028-327-49-000	18,813	19958.3058	5.0779	Lat: 17.99175125, Lon: -67.20182135	x: 118609.3712, y: 217704.2512	X	SRC	DTS
64	402-018-327-42-000	18,802	20818.9024	5.2969	Lat: 17.99331564, Lon: -67.20139878	x: 118654.8513, y: 217877.2095	X	SRC	DTS

PROPIEDADES									
			CABIDA		COORDENADAS				
#	# CATASTRO	DATOS REGISTRALES # FINCA	METROS CUADRADOS	CUERDAS	COORDENADAS LAMBERT	NAD83	ZONA DE INUNDABILIDAD	CLASIFICACION	CALIFICACION
174	402-018-327-41-000	18,809	20377.1854	5.1845	Lat: 17.99324122, Lon: -67.20050133	x: 118749.8644, y: 217868.5738	X	SRC	DTS
39	402-018-327-40-000	18,697	20816.7973	5.2969	Lat: 17.99405363, Lon: -67.19989087	x: 118814.8928, y: 217958.2204	X	SRC	DTS
40	402-019-327-38-000	18,698	20157.6959	5.1287	Lat: 17.99427348, Lon: -67.19863087	x: 118948.4390, y: 217981.9950	X	SRC	DTS
22	402-019-327-37-000	18,831	20419.7597	5.1953	Lat: 17.99483658, Lon: -67.19769495	x: 119047.8203, y: 218043.9048	X	SRC	DTS
45	402-009-327-86-000	18,793	20887.0094	5.3142	Lat: 17.99493719, Lon: -67.19655814	x: 119168.2630, y: 218054.5383	X	SREP-E	DTS
110	402-009-327-87-000	18,844	17145.1235	4.3622	Lat: 17.99583991, Lon: -67.19616068	x: 119210.7736, y: 218154.2759	X	SREP-E	DTS
109	402-009-327-83-000	18,843	172266.7672	4.3931	Lat: 17.99608692, Lon: -67.19489753	x: 119344.6636, y: 218181.0582	X	SREP-E	DTS
60	402-009-327-72-000	18,798	20727.1922	5.2736	Lat: 17.99698396, Lon: -67.19399563	x: 119440.5924, y: 218279.9445	X	SRC/SREP-E	DTS
59	402-009-327-71-000	18,797	22912.7218	5.8296	Lat: 17.99571215, Lon: -67.19348093	x: 119494.5187, y: 218138.9554	X	SRC/SREP-E	DTS
111	402-019-327-88-000	18,845	17515.1883	4.4563	Lat: 17.99470737, Lon: -67.19518703	x: 119313.3680, y: 218028.4977	X	SREP-E	DTS
46	402-019-327-89-000	18,794	30321.6115	7.7146	Lat: 17.99329896, Lon: -67.19599492	x: 119227.1568, y: 217872.9706	X	SREP-E	DTS
34	402-019-327-68-000	18,786	25149.7093	6.3988	Lat: 17.99254581, Lon: -67.19485380	x: 119347.6640, y: 217789.1096	X	SREP-E	DTS
58	402-019-327-69-000	18,796	19553.9663	4.9751	Lat: 17.99411254, Lon: -67.19413338	x: 119424.6835, y: 217962.1979	X	SREP-E	DTS
13-B	402-000-005-28-000	24,097	464921.2499	118.2887	Lat: 17.99400574, Lon: -67.18904396	x: 119963.6440, y: 217948.1451	X	SRC	DTS
13-A	402-000-005-29-000	24,096	492773.8943	125.3751	Lat: 17.98977815, Lon: -67.18718309	x: 120158.7994, y: 217479.4250	X	SUNP	UR
76	403-000-002-15-000	4,523	24131.7812	6.1404	Lat: 17.99198924, Lon: -67.16696704	x: 122300.8707, y: 217715.4513	X	SRC	ARD
8-B	403-000-002-50-000	37,189	19958.1695	5.0784	Lat: 17.99189938, Lon: -67.16628831	x: 122372.7151, y: 217705.2183	X	SRC	ARD
78	402-029-327-57-000	18,787	19653.4048	5.0009	Lat: 17.99083209, Lon: -67.19608763	x: 119216.2006, y: 217599.9803	X	SRC	DTS
12	402-000-005-54-000	24,930	92045.321	23.4212	Lat: 17.98722323, Lon: -67.19363812	x: 119473.9700, y: 217199.4740	X	SRC	RT-I
47	402-019-327-51-000	21,859	20594.0529	5.2402	Lat: 17.99198647, Lon: -67.19699784	x: 119120.3335, y: 217728.1476	X	SRC	DTS
-	403-000-002-16-000	19,305	20071.5734	5.1073	Lat: 17.99245574, Lon: -67.16735907	x: 122259.5588, y: 217767.2502	X	SRC	ARD

PROPIEDADES PENDIENTES POR ADQUIRIR Y/O EN NEGOCIACION

			CABIDA		COORDENADAS				
#	# CATASTRO	DATOS REGISTRALES # FINCA	METROS CUADRADOS	CUERDAS	COORDENADAS LAMBERT	NAD83	ZONA DE INUNDABILIDAD	CLASIFICACION	CALIFICACION
7	379-000-009-04-000	18,822	18009.9359	4.5827	Lat: 17.99921227, Lon: -67.20175673	x: 118619.8282, y: 218530.3099	VE/AE	SREP-E	R-G/PR
75	402-000-004-66-000	18,804	17705.3569	4.5052	Lat: 17.99808128, Lon: -67.20555272	x: 118217.1391, y: 218406.5192	VE/AE	SREP-E	R-G/PR
71	402-007-327-14-000	18,717	19757.4574	5.0273	Lat: 17.99563125, Lon: -67.20858516	x: 117894.8390, y: 218136.7070	VE	SREP-E	DTS
41	402-008-327-11-000	18,699	20885.9676	5.3145	Lat: 17.99576891, Lon: -67.20565987	x: 118204.7120, y: 218150.6344	X	SREP-E	DTS
38	402-000-004-68-000	18,818	20255.2677	5.1540	Lat: 17.99625303, Lon: -67.20469355	x: 118307.2767, y: 218203.7853	X	SREP-E	DTS
62	379-099-327-74-000	18,800	19527.7894	4.9689	Lat: 17.99929836, Lon: -67.19450370	x: 119387.8501, y: 218536.3256	X	SREP-E	DTS
61	379-099-327-73-000	18,799	20290.0349	5.1629	Lat: 17.99814069, Lon: -67.19426250	x: 119412.8619, y: 218408.0891	X	SREP-E	DTS
53	402-009-327-31-000	-	40666.1094	10.3476	Lat: 17.99612389, Lon: -67.19872666	x: 118939.2990, y: 218187.1450	X	SREP-E	DTS
179	402-008-327-39-000	18,814	20559.3304	5.2314	Lat: 17.99534984, Lon: -67.19984573	x: 118820.2739, y: 218101.6643	X	SRC	DTS
180	402-008-327-32-000	-	21702.9561	5.5224	Lat: 17.99553751, Lon: -67.20112057	x: 118685.4953, y: 218123.3057	X	SREP-E	DTS
-	402-027-327-21-000	-	19717.2213	5.0171	Lat: 17.99154158, Lon: -67.20984636	x: 117759.3502, y: 217684.6307	X	SRC	DTS
31	402-027-327-20-000	-	19679.8355	5.0076	Lat: 17.99137073, Lon: -67.21093952	x: 117643.4936, y: 217666.2126	X	SRC	DTS
BB	402-020-327-70-000	-	22217.2462	5.6532	Lat: 17.99398170, Lon: -67.19314572	x: 119529.2242, y: 217947.2823	X	SREP-E	DTS

ANEJO 2:
Presentación de Proyecto Esquemático

San Juan | The Hub - 200 Convention Blvd., Suite 201, San Juan, PR 00907 | 787.754.1381
New York | 641 Lexington Ave., 13th FL, Suite 1326, New York, NY 10022 | 212.271.5280
Miami | 1221 Brickell Ave., Suite 900, Miami, FL 33131 | 305.995.8299
info@advfirm.com | alvarezdiazvillalon.com

CONCEPTUAL PLAN
DETAILED ILLUSTRATIVE OVERALL PLAN



SCALE: 1:15,000

0 250m 500m 1,000m

ESENCIA
CONCEPTUAL PLANNING
MAY 2024

Rees Jones, Inc. GOLF COURSE DESIGN

edsa

AD&V ALVAREZ-DIAZ & VILLALÓN

ANEJO 3:
Presentación de Proyecto Esquemático

San Juan | The Hub - 200 Convention Blvd., Suite 201, San Juan, PR 00907 | 787.754.1381
New York | 641 Lexington Ave., 13th FL, Suite 1326, New York, NY 10022 | 212.271.5280
Miami | 1221 Brickell Ave., Suite 900, Miami, FL 33131 | 305.995.8299
info@advfirm.com | alvarezdiazvillalon.com

CONCEPTUAL PLAN
DETAILED ILLUSTRATIVE OVERALL PLAN



SCALE: 1:15,000

0 250m 500m 1,000m

ESENCIA
CONCEPTUAL PLANNING
MAY 2024

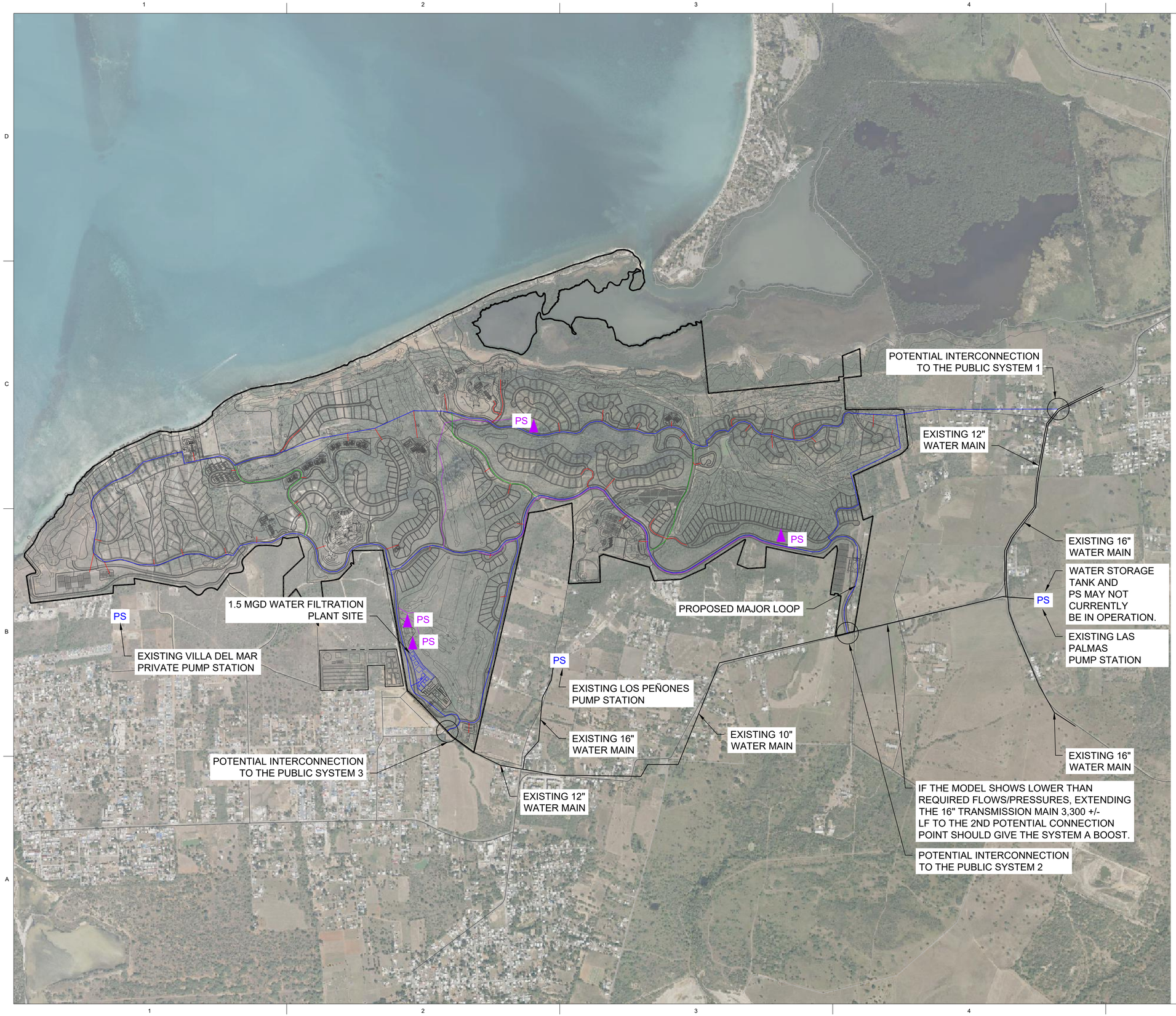
Rees Jones, Inc. GOLF COURSE DESIGN

edsa

AD&V ALVAREZ-DIAZ & VILLALÓN

ANEJO 4:
Plano de Sitio Identificando la localización preliminar de las facilidades propuestas

San Juan | The Hub - 200 Convention Blvd., Suite 201, San Juan, PR 00907 | 787.754.1381
New York | 641 Lexington Ave., 13th FL, Suite 1326, New York, NY 10022 | 212.271.5280
Miami | 1221 Brickell Ave., Suite 900, Miami, FL 33131 | 305.995.8299
info@advfirm.com | alvarezdiazvillalon.com



NORTH

0 20 40 60

GRAPHIC SCALE 1:1000

LEGEND:

- ASSUMED WELLS LOCATION
- PS / PS PUMP STATION
- PROPOSED WATER MAJOR LOOP
- PROPOSED WATER MINOR LOOP
- PROPOSED WATER DISTRIBUTION MAIN LOOPS
- PUMP STATIONS LINE
- PROPERTY BOUNDARY

ALVAREZ-DIAZ & VILLALÓN
ARCHITECTURE | INTERIOR DESIGN
Puerto Rico Convention Center District
The Hub 200 Convention Boulevard Suite 201
San Juan, PR 00907
P (787) 754-1381
alvarezdiazvillalon.com
info@advfirm.com

CONSULTANT

Kimley»Horn
Puerto Rico, LLC.
MILLENIUM PARK PLAZA, SUITE 435, 15 CALLE 2
GUAYNABO, PUERTO RICO, 00968
PHONE: 787-782-5050
WWW.KIMLEY-HORN.COM

OWNER

SEAL

PROJECT INFORMATION

PR3750000
ESENCIA

CABO ROJO
PUERTO RICO

5/22/2024

REVISIONS

NO.	DESCRIPTION	DATE

DATE ISSUED:	02/2024
REVIEWED BY:	JR
DRAWN BY:	JL
DESIGNED BY:	JR
PROJECT NUMBER:	PR3750000

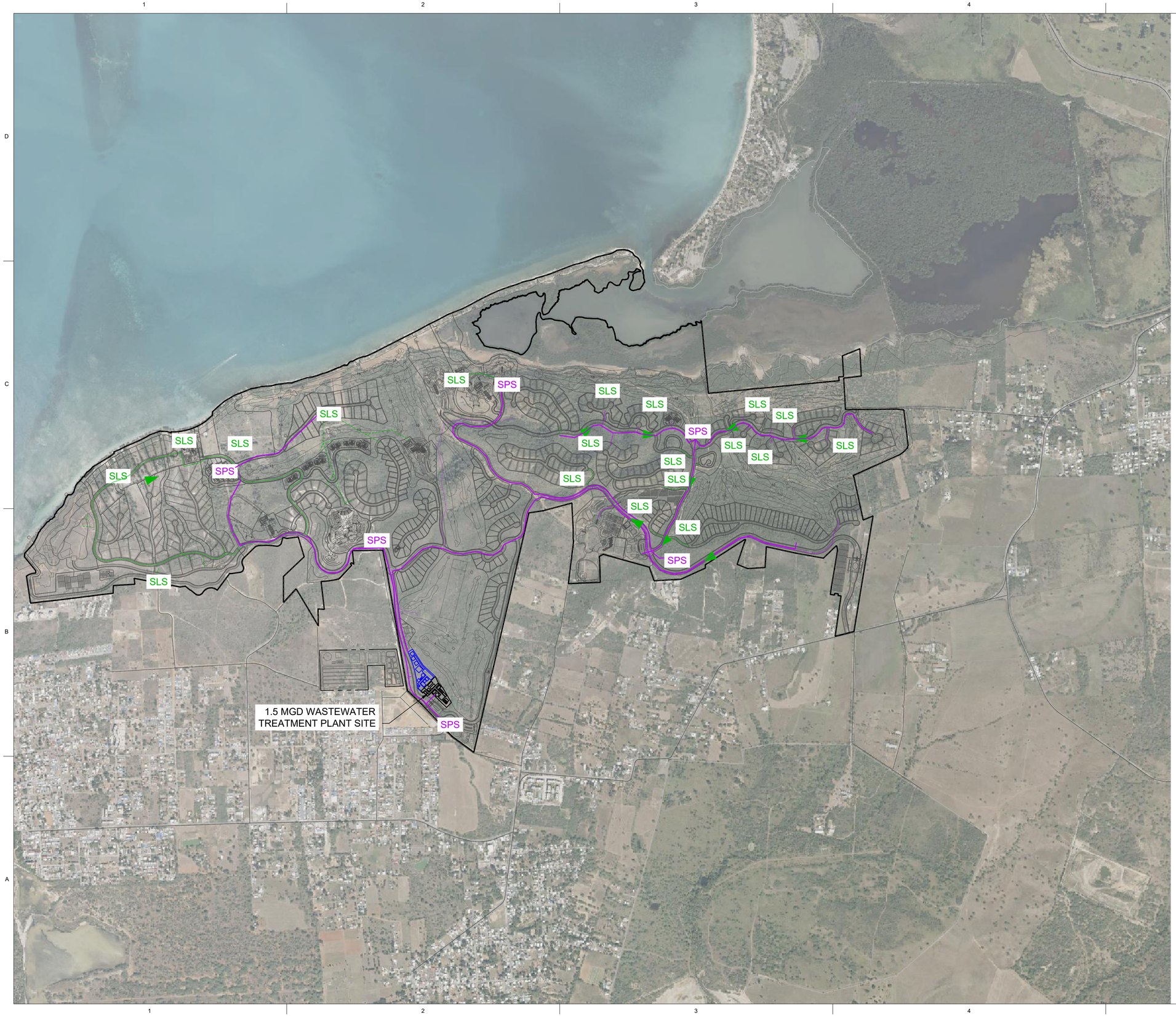
SHEET TITLE

CONCEPTUAL WATER PLAN

SHEET ID

EX-1

SCHEMATIC DESIGN



NORTH

0 20 40 60

GRAPHIC SCALE 1:1000

LEGEND:

- DIRECTION OF FLOW
- SPS — SEWER PUMP STATION
- SLS — SEWER LIFT STATION
- SEWER FORCE MAIN
- GRAVITY SEWER MAIN
- MINOR FORCE MAIN
- PROPERTY BOUNDARY

ALVAREZ-DIAZ & VILLALÓN
ARCHITECTURE | INTERIOR DESIGN
Puerto Rico Convention Center District
The Hub 200 Convention Boulevard Suite 201
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CONSULTANT

Kimley»Horn
Puerto Rico, LLC.
MILLENIUM PARK PLAZA, SUITE 435, 15 CALLE 2
GUAYNABO, PUERTO RICO, 00968
PHONE: 787-782-5050
WWW.KIMLEY-HORN.COM

OWNER

SEAL

PROJECT INFORMATION

PR3750000
ESENCIA

CABO ROJO
PUERTO RICO

5/22/2024

REVISIONS

NO.	DESCRIPTION	DATE

DATE ISSUED:	02/2024
REVIEWED BY:	JR
DRAWN BY:	JL
DESIGNED BY:	JR
PROJECT NUMBER:	PR3750000

SHEET TITLE

CONCEPTUAL SEWER PLAN

SHEET ID

EX-2

SCHEMATIC DESIGN

CONCEPTUAL PLAN
DETAILED ILLUSTRATIVE OVERALL PLAN



SCALE: 1:15,000

0 250m 500m 1,000m

ESENCIA
CONCEPTUAL PLANNING
MAY 2024

Rees Jones, Inc. GOLF COURSE DESIGN

edsa

AD&V ALVAREZ-DIAZ & VILLALÓN

CONCEPTUAL PLAN
DETAILED ILLUSTRATIVE OVERALL PLAN



SCALE: 1:15,000

0 250m 500m 1,000m

ESENCIA
CONCEPTUAL PLANNING
MAY 2024

Rees Jones, Inc. GOLF COURSE DESIGN

edsa

AD&V ALVAREZ-DIAZ & VILLALÓN

CABO ROJO LAND ACQUISITION LLC
361 San Francisco Street, Suite 4, SAN JUAN, PR, 00901

21 de mayo de 2024

A quien pueda interesar:

Por la presente autorizo a ADVision, PSC (Alvarez-Diaz & Villalon®) a someter los documentos necesarios ante **la Oficina de Gerencia de Permisos (OGPe) y/o Municipio Autónomo de Cabo Rojo** y ante todas aquellas agencias concernidas con el propósito de obtener los Permisos requeridos para el proyecto **ESENCIA**, ubicado en la *Carr. 103, Km 10.05 del Barrio Boquerón en el Municipio de Cabo Rojo, Puerto Rico*.

Sin más nada sobre el particular, quedo de usted.

Cordialmente,

CABO ROJO LAND ACQUISITION LLC

Por: _____
Nombre: Gladys Fontánez
Título : Representante Autorizado

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,739

RE : **/ CABO ROJO LAND ACQUISITION LLC/**
CARMEN M. FONSECA/ HIPOTECARIO/

FINCA : Número 639, inscrita al folio 300 del tomo 488 de Cabo Rojo.
Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: Remanente (Salina "Caborrojeña"). Cabida: 678,829.24 Metros Cuadrados (172.7127 cuerdas). Linderos: por el **NORTE**, con el mar; por el **SUR**, con terrenos de Alberto del Toro, José Ramírez, Nicolas Plaza; Miguel Carlo; Juan Morales Díaz y Sucesión Federico Vélez; por el **ESTE**, con salistrales y lagunas del Pueblo de Puerto Rico; y por el **OESTE**, con el mar.

Contiene casas.

Esta es la descripción del Remanente, según consta de la escritura número 37, otorgada en San Juan, Puerto Rico, el día 26 de junio de 2023, ante la notario María R. Pujol Thompson, e inscrito al tomo Karibe de Cabo Rojo, finca número 639, inscripción 43ra.

PLENO DOMINIO:

Consta inscrita al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Acquisition, LLC.**, cuya entidad lo adquirió por compraventa a Víctor Luis González Barahona y su esposa Tania Albertina Serrallés Piza, por el precio de $800,000.00, mediante la escritura número 252, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastían, finca número 639, inscripción 42da.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS.

ii. Por sí está:

LIBRE DE CARGAS.

LOS SIGUIENTES DOCUMENTOS SE ENCUENTRAN PRESENTADOS Y PENDIENTES DE DESPACHO:

1. AL ASIENTO 2023-078118-AG01 DEL SISTEMA KARIBE, se presentó el día 26 de junio de 2023, la escritura número 33, otorgada en San Juan, Puerto Rico, el día 26 de junio de 2023, ante la notario María del Rosario Pujol Thompson, mediante la cual comparece Cabo Rojo Land Acquisition LLC, en adelante "CRLA", para aclarar que por error matemático en la agrupación presentada al Asiento 2022-051227-SG01, cuando la cabida correcta de ser 774.4508 cuerdas equivalentes a 3,043,898.02 metros cuadrados.

33 Calle Resolución, Suite 302
San Juan, PR 00920-2727
TEL: 787-707-7369
FAX: 787-782-6743

Continuación…
Finca número 639

Descripción correcta de finca agrupada:

RÚSTICA: Finca Agrupada: Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientas setenta y cuatro punto cuatro mil quinientas ocho cuerdas (774.4508 cuerdas) de terreno, equivalentes a tres millones cuarenta y tres mil ochocientos noventa y ocho punto cero dos metros cuadrados (3,043.898.02 m.c.). En lindes por el **NORTE**, con caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Faz Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodríguez, Luis Plaza, Belfor Torres, Familia Padilla y Raul Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodríguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Faz Alzamora y varios vecinos.

Se acompaña: Certificación Presentación Telemática.

2. AL ASIENTO 2023-078173-AG01 DEL SISTEMA KARIBE, se presentó el día 26 de junio de 2023, la escritura número 34, otorgada en San Juan, Puerto Rico, el día 26 de junio de 2023, ante la notario María del Rosario Pujol Thompson, mediante la cual comparecen Cabo Rojo Land Acquisition LLC, en adelante "CRLA", sobre aclaración de rectificación de finca agrupada no afecta el negocio jurídico en la escritura de hipoteca presentada al Asiento 2022-055862-SG01.

3. AL ASIENTO 2023-078197-AG01 DEL SISTEMA KARIBE, se presentó el día 26 de junio de 2023, la escritura número 35, otorgada en San Juan, Puerto Rico, el día 26 de junio de 2023, ante la notario María del Rosario Pujol Thompson, mediante la cual comparece Cabo Rojo Land Acquisition LLC, en adelante "CRLA", sobre aclaración de rectificación de cabida de finca agrupada no afecta el negocio jurídico en la escritura de hipoteca presentada al Asiento 2022-115416-SG01 y pendiente de calificación.

Se acompaña: Certificación Presentación Telemática.

4. AL ASIENTO 2023-078244-AG01 DEL SISTEMA KARIBE, se presentó el día 26 de junio de 2023, la escritura número 36, otorgada en San Juan, Puerto Rico, el día 26 de junio de 2023, ante la notario María del Rosario Pujol Thompson, mediante la cual comparecen Cabo Rojo Land Acquisition LLC, en adelante "CRLA"; Villa de Bahía de Boqueron Development Corp, en adelante "VBBDC" y Gladys Omayra Fontanez Reyes, en adelante "Fontanez", sobre aclaración de rectificación de finca agrupada no afecta el negocio jurídico de hipoteca subordinada.

Se acompaña: Certificación Presentación Telemática.

OBSERVACIONES

1. AL ASIENTO 2016-121760-SG DEL SISTEMA KARIBE, se presentó el día 2 de diciembre de 2016, Instancia de 30 de noviembre de 2016, juramentado y suscrito ante Víctor Luis González Barahona y Tania Albertina Serrallés Pizá, bajo Affidavit número 55,117, mediante la cual el área superficial de esta propiedad se Rectificación luego de la expropiación forzosa de 18.0873 cuerdas, resultando con un área de 172.2851 cuerdas, equivalentes a 677,148.6644.

Continuación…
Finca número 639

La propiedad de 172.2851 cuerdas se describe de la siguiente manera:

RÚSTICA: Salina denominada "Caborrojeña" radicada en el Barrio Boquerón de Cabo Rojo, Puerto Rico, con una cabida superficial de 677,148.6644 metros cuadrados, equivalentes a 172.2851 cuerdas. En lindes por el **NORTE**, con el mar; por el **SUR**, con terrenos de Alberto del Toro, José Ramírez, Francisco Wys, Nicolás Plaza, Miguel Carlo, Juan Morales Díaz y Sucesión Federico Vélez; por el **ESTE**, con salitrales y lagunas del Pueblo de Puerto Rico; y por el **OESTE**, con el mar.

Retirado el día 7 de junio de 2023.

2. AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854, Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E.

   Y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

   Se describe la finca agrupada de la siguiente manera:

   RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodriguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodriguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos."

   Notificada el día 2 de febrero de 2024. Impedida por Asiento previo.

3. AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

   Notificada el día 2 de febrero de 2024. Falta Previa.

Continuación…
Finca número 639

4. AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas, en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

   Notificada el día 5 de febrero de 2024. Falta Previa.

5. AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

   Notificada el día 5 de febrero de 2024. Falta Previa.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe (1:27PM**)**.

NOTA: Esta Sección tiene establecido un sistema computadorizado de Bitácoras. No nos hacemos responsables por errores y/u omisiones que cometa el Empleado del Registro en la entrada y búsqueda de datos en el mismo.

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Capital Title Services, LLC.

POR: *Ramón F. Gómez Marcos*
15 de marzo de 2024
RG/mvb/f

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,736

RE : **/ CABO ROJO LAND ACQUISITION LLC/**
CARMEN M. FONSECA/ HIPOTECARIO/

FINCA : Número 1,054, inscrito al folio 244 del tomo 20 de Cabo Rojo.
Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: Porción de terreno radicado en el Barrio Llanos Costa del término Municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de 20.7053 cuerdas, equivalentes a 81,379.9354 metros cuadrados. En lindes: por el **NORTE**, con un camino que los separa del Salitral; por el **SUR**, con que conduce a Las Salinas y terrenos de Natalio Irizarry; por el **ESTE**, con terrenos de Natalio Irizarry; por el **OESTE**, con un camino que conduce a las Salinas.

NOTA: Esta finca fue mensurada por el Agrimensor René Guerra Menéndez, según Certificación de fecha 26 de enero de 1995, jurada y suscrita ante la notario Pilar Teresa Sales, e inscrita al folio 106 del tomo 958 de Cabo Rojo, finca número 1,054, inscripcion 11ma.

ORIGEN REGISTRAL:

Se segrega de la finca número 111, inscrita al folio 46 del tomo 10 de Cabo Rojo.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Acquisition, LLC.**, cuya entidad adquirió esta y otra finca por compraventa a Puerto Rico Land & Fruit, S.E., por el precio de $600,000.00, mediante la escritura número 251, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, finca número 1,054, inscripción 15ta.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS.

ii. Por sí está:

LIBRE DE CARGAS.

OBSERVACIÓN:

AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854,

Continuación…
Finca número 1,054

Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E.

Y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

Se describe la finca agrupada de la siguiente manera:

RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodriguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodriguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos."

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida

Notificado el día 2 de febrero de 2024. Razón: Impedido por asiento previo notificado.

AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024. Razón: Falta previa.

AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas, en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Notificado el día 5 de febrero de 2024. Razón: Falta previa.

AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

Se acompaña: Certificación del notario.

Notificado el día 5 de febrero de 2024. Razón: Falta previa.

Continuación…
Finca número 1,054

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe. (2:41 p.m.)

NOTA: Esta Sección tiene establecido un sistema computadorizado de Bitácoras. No nos hacemos responsables por errores y/u omisiones que cometa el Empleado del Registro en la entrada y búsqueda de datos en el mismo.

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Capital Title Services, LLC.

POR: *Ramón F. Gómez Marcos*
14 de marzo de 2024
RG/anr/f

33 Calle Resolución, Suite 302
San Juan, PR 00920-2727
TEL: 787-707-7369
FAX: 787-782-6743

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,740

RE : **/ CABO ROJO LAND ACQUISITION LLC/ CARMEN M. FONSECA/ HIPOTECARIO/**

FINCA : Número 2,367, inscrito al folio 110 del tomo 56 de Cabo Rojo. Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: Porción de terreno radicada en el Barrio de Llanos Costas del término municipal de Cabo Rojo, Puerto Rico, constante de 98 cuerdas con 77 céntimos de otra, equivalentes a 38 hectáreas, 82 áreas, 5 centiáreas y 60 miliáreas. Colindante; por el **NORTE,** con las Salinas de Cabo Rojo; **SUR,** con terrenos de la Sucesión de Anino Rodríguez y los terrenos de la sucesión de José Graciliano Vélez; **ESTE,** con las parcelas adjudicadas a las herederas Luisa Josefa, José del Carmen, Mercedes y Marina Plaza Vélez y también con la Parcela adjudicada a la heredera Emma Rosalía conocida solamente Emma Plaza Vélez y asimismo con la Parcela adjudicada a los hijos del heredero fallecido Juan Plaza Vélez llamados María Esther, Manfredo, y Luisa Plaza Camacho, **OESTE,** con el camino que conduce de las Salinas de Cabo Rojo a las Salinas Candelaria.

Contiene una casa.

Esta es la descripción del remanente de esta finca, según consta de la escritura número 7, otorgada en Cabo Rojo, el día 13 de enero de 1947, ante el notario Miguel Del Toro Colberg, e inscrita al folio 119 del tomo 56 de Cabo Rojo, finca número 2,367, inscripción 7ma.

ORIGEN REGISTRAL:

Se formó por agrupación de las fincas números 111; 726 y 2,366, inscritas a los folios 26; 245 y 107 de los tomos 26, 53 y 56 de Cabo Rojo, respectivamente.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Holdings, LLC.**, cuya entidad lo adquirió por compraventa al Banco Popular de Puerto Rico, por el precio de $424,817.20 **(así surge)**, mediante la escritura número 14, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante el notario José Alfredo Moreda Del Valle, finca número 2,367, inscripción 22a.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS

33 Calle Resolución, Suite 302
San Juan, PR 00920-2727
TEL: 787-707-7369
FAX: 787-782-6743

Continuación…
Finca número 2,367

ii. Por sí está afecta a:

Hipoteca en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $531,021.49 **(así surge)**, con intereses al 10.00% anual, vencedero a la presentación, constituida mediante la escritura número 18, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante la notario Yahira Caro Domínguez, e inscrita al tomo Karibe de Cabo Rojo, finca número 2,367, inscripción 23a.

LOS SIGUIENTES DOCUMENTOS SE ENCUENTRAN PRESENTADOS Y PENDIENTES DE DESPACHO:

1. AL ASIENTO 2022-051233-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 254, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a cancelar la hipoteca, por la suma de $531,021.49, según inscripción 23ª relacionada.

   Se acompaña: Certificación del notario; Certificación de exención de la Compañía de Turismo.

2. AL ASIENTO 2022-051236-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 253, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Holdings, LLC, a vender esta y otras fincas a favor de Cabo Rojo Land Acquisition, LLC, por el precio de $1,450,000.00, respondiendo esta finca por la suma de $747,000.00.

   Se acompaña: Certificación de exención de la Compañía de Turismo.

OBSERVACIÓN:

AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854, Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E

Y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

Se describe la finca agrupada de la siguiente manera:

RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodríguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodríguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos."

Continuación…
Finca número 2,367

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas (así surge), en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Documento presentado bajo la finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

Se acompaña: Certificación del notario.

Documento presentado bajo la finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe.

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Continuación…
Finca número 2,367

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Capital Title Services, LLC.

POR: ***Ramón F. Gómez Marcos***
15 de marzo de 2024
SCG/anr/f

33 Calle Resolución, Suite 302
San Juan, PR 00920-2727
TEL: 787-707-7369
FAX: 787-782-6743

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,741

RE : **/ CABO ROJO LAND ACQUISITION LLC/ CARMEN M. FONSECA/ HIPOTECARIO/**

FINCA : Número 4,847, inscrito al folio 85 del tomo 160 de Cabo Rojo. Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: Porción de terreno compuesta de siete cuerdas y noventa y tres céntimos, equivalentes a once áreas, sesenta y ocho centiáreas y siete miliáreas radicada en el Barrio de Llanos Costas del término municipal de Cabo Rojo, Puerto Rico, colindante: por el **NORTE** y por el **OESTE,** con el predio que se adjudicara al cónyuge Nicolás Plaza Acosta; por el **SUR,** con la parcela adjudicada a Marina Plaza Vélez; y por el **ESTE,** con un camino.

ORIGEN REGISTRAL:

Se formó por agrupación de las fincas números 4,664 y 4,848, inscritas a los folios 190 y 49 de los tomos 152 y 160 de Cabo Rojo, respectivamente.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Holdings, LLC.**, cuya entidad lo adquirió por compraventa al Banco Popular de Puerto Rico, por el precio de $34,107.53 (así surge), mediante la escritura número 14, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante el notario José Alfredo Moreda Del Valle, finca número 4,847, inscripción 17ma.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS

ii. Por sí está afecta a:

Hipoteca en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $42,634.41 (así surge), con intereses al 10.00% anual, vencedero a la presentación, constituida mediante la escritura número 18, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante la notario Yahira Caro Domínguez, e inscrita al tomo Karibe de Cabo Rojo, finca número 4,847, inscripción 18va., y última.

LOS SIGUIENTES DOCUMENTOS SE ENCUENTRAN PRESENTADOS Y PENDIENTES DE DESPACHO:

1. AL ASIENTO 2022-051233-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 254, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a cancelar pagaré con garantía de un pagaré hipotecario, por la suma de $42,634.41, inscripción 18va relacionada.

Continuación…
Finca número 4,847

Se acompaña: Certificación del notario; Certificación de exención de la Compañía de Turismo.

2. AL ASIENTO 2022-051236-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 253, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Holdings, LLC, a vender esta y otras fincas a favor de Cabo Rojo Land Acquisition, LLC, por el precio de $1,450,000.00, respondiendo esta finca por la suma de $64,000.00.

Se acompaña: Certificación de exención de la Compañía de Turismo.

OBSERVACIÓN:

AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854, Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E

Y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

Se describe la finca agrupada de la siguiente manera:

RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodríguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodríguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos."

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

Continuación…
Finca número 4,847

AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas (así surge), en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Documento presentado bajo la finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

Se acompaña: Certificación del notario.

Documento presentado bajo la finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe.

NOTA: Esta Sección tiene establecido un sistema computadorizado de Bitácoras. No nos hacemos responsables por errores y/u omisiones que cometa el Empleado del Registro en la entrada y búsqueda de datos en el mismo.

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Capital Title Services, LLC.

POR: *Ramón F. Gómez Marcos*
15 de marzo de 2024
SCG/anr/f

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,742

RE : **/ CABO ROJO LAND ACQUISITION LLC/**
CARMEN M. FONSECA/ HIPOTECARIO/

FINCA : Número 4,848, inscrito al folio 92 del tomo 160 de Cabo Rojo.
Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: Porción de terreno compuesta de siete cuerdas y noventa y tres centésimas, equivalentes a tres hectáreas once áreas, sesenta y ocho centiáreas y siete miliáreas radicada en el Barrio de Llanos Costas del término municipal de Cabo Rojo, Puerto Rico, colindante: por el **NORTE,** con la Parcela que se adjudica a Marina Plaza Vélez; por el **ESTE,** con el camino; por el **SUR,** con terrenos de la Sucesión de Anino Rodríguez; y por el **OESTE,** con predio adjudicado a Nicolás Plaza Acosta.

ORIGEN REGISTRAL:

Se segrega de la finca número 2,367, inscrita al folio 110 del tomo 56 de Cabo Rojo.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Holdings, LLC.**, cuya entidad lo adquirió por compraventa al Banco Popular de Puerto Rico, por el precio de $34,107.53, mediante la escritura número 14, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante el notario José Alfredo Moreda Del Valle, finca número 4,848, inscripción 14ta.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS

ii. Por sí está afecta a:

Hipoteca en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $42,634.41, con intereses al 10.00% anual, vencedero a la presentación, constituida mediante la escritura número 18, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante la notario Yahira Caro Domínguez, e inscrita al tomo Karibe de Cabo Rojo, finca número 4,848, inscripción 15ta., y última.

LOS SIGUIENTES DOCUMENTOS SE ENCUENTRAN PRESENTADOS Y PENDIENTES DE DESPACHO:

1. AL ASIENTO 2022-051233-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 254, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a cancelar pagaré con garantía de un pagaré hipotecario, por la suma de $42,634.41, inscripción 15ta relacionada.

33 Calle Resolución, Suite 302
San Juan, PR 00920-2727
TEL: 787-707-7369
FAX: 787-782-6743

Continuación…
Finca número 4,848

Se acompaña: Certificación de exención de la Compañía de Turismo.

2. AL ASIENTO 2022-051236-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 253, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Holdings, LLC, a vender esta y otras fincas favor de Cabo Rojo Land Acquisition, LLC, por el precio de $1,450,000.00, respondiendo esta finca por la suma de $64,000.00.

   Se acompaña: Certificación de exención de la Compañía de Turismo.

OBSERVACIÓN:

AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854, Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E

Y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

Se describe la finca agrupada de la siguiente manera:

RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodríguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodríguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos."

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

Continuación…
Finca número 4,848

AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas (así surge), en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Documento presentado bajo la finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

Se acompaña: Certificación del notario.

Documento presentado bajo la finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe.

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Capital Title Services, LLC.

POR: *Ramón F. Gómez Marcos*
15 de marzo de 2024
SCG/anr/f

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,744

RE : **/ CABO ROJO LAND ACQUISITION LLC/**
CARMEN M. FONSECA/ HIPOTECARIO/

FINCA : Número 4,849, inscrito al folio 99 del tomo 160 de Cabo Rojo.
Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: Porción de terreno compuesta de siete cuerdas y noventa y tres centésimas, equivalentes a tres hectáreas, once áreas, sesenta y ocho centiáreas y siete miliáreas, radicada en el Barrio de Llanas Costa del término municipal de Cabo Rojo, Puerto Rico, colindante: por el **NORTE,** con terrenos de la Sucesión de Miguel Carlo; por el **ESTE,** con el camino; por el **SUR** y **OESTE,** con predio adjudicado a Nicolás Plaza Acosta.

ORIGEN REGISTRAL:

Se segrega de la finca número 2,367, inscrita al folio 110 del tomo 56 de Cabo Rojo.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Holdings, LLC**, cuya entidad lo adquirió por compraventa al Banco Popular de Puerto Rico, por el precio de $34,107.53, mediante la escritura número 14, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante el notario José Alfredo Moreda Del Valle, finca número 4,849, inscripción 14ta.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS

ii. Por sí está afecta a:

Hipoteca en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $42,634.41 (así surge), con intereses al 10.00% anual, vencedero a la presentación, constituida mediante la escritura número 18, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante la notario Yahira Caro Domínguez, e inscrita al tomo Karibe de Cabo Rojo, finca número 4,849, inscripción 15ta., y última.

LOS SIGUIENTES DOCUMENTOS SE ENCUENTRAN PRESENTADOS Y PENDIENTES DE DESPACHO:

1. AL ASIENTO 2022-051233-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 254, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a cancelar la hipoteca, por la suma de $42,634.41, según inscripción 15ta relacionada.

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San Juan, PR 00920-2727
TEL: 787-707-7369
FAX: 787-782-6743

Continuación…
Finca número 4,849

Se acompaña: Certificación de exención de la Compañía de Turismo.

2. AL ASIENTO 2022-051236-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 253, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Holdings, LLC, a vender esta y otras fincas a favor de Cabo Rojo Land Acquisition, LLC, por el precio de $1,450,000.00, respondiendo esta finca por la suma de $64,000.00.

   Se acompaña: Certificación de exención de la Compañía de Turismo.

OBSERVACIÓN:

AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854, Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

Se describe la finca agrupada de la siguiente manera:

RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodríguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodríguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos."

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

Continuación…
Finca número 4,849

AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas (así surge), en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Documento presentado bajo la finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

Se acompaña: Certificación del notario.

Documento presentado bajo la finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe.

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Capital Title Services, LLC.

POR: *Ramón F. Gómez Marcos*
15 de marzo de 2024
SCG/anr/f

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,745

RE : **/ CABO ROJO LAND ACQUISITION LLC/**
CARMEN M. FONSECA/ HIPOTECARIO/

FINCA : Número 4,850, inscrito al folio 106 del tomo 160 de Cabo Rojo. Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: Porción de terreno compuesta de siete cuerdas y noventa y tres céntimos, equivalentes a tres hectáreas, once áreas, sesenta y ocho centiáreas y siete miliáreas, radicada en el Barrio de Llanos Costas del término municipal de Cabo Rojo, Puerto Rico, colindante: por el **NORTE,** con parcela adjudicada a Luisa Josefa Plaza Vélez; por el **ESTE,** con un camino; por el **SUR,** con la parcela adjudicada a José Del Carmen Plaza Vélez; y por el **OESTE,** con predio adjudicado a Nicolás Plaza Acosta.

ORIGEN REGISTRAL:

Se segrega de la finca número 2,367, inscrita al folio 110 del tomo 56 de Cabo Rojo.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Homes, LLC**, cuya entidad lo adquirió por compraventa al Banco Popular de Puerto Rico, por el precio de $34,107.53 (así surge), mediante la escritura número 14, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante el notario José Alfredo Moreda Del Valle, finca número 4,850, inscripción 14ta.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS

ii. Por sí está afecta a:

Hipoteca en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $42,634.41 (así surge), con intereses al 10.00% anual, vencedero a la presentación, constituida mediante la escritura número 18, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante la notario Yahira Caro Domínguez, e inscrita al tomo Karibe de Cabo Rojo, finca número 4,850, inscripción 15ta.

LOS SIGUIENTES DOCUMENTOS SE ENCUENTRAN PRESENTADOS Y PENDIENTES DE DESPACHO:

1. AL ASIENTO 2022-051233-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 254, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a cancelar la hipoteca por la suma de $127,903.23, según inscripción 17ta relacionada.

Continuación…
Finca número 4,850

Se acompaña: Certificación de exención de la Compañía de Turismo.

2. AL ASIENTO 2022-051236-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 253, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Holdings, LLC, a vender esta y otras fincas a favor de Cabo Rojo Land Acquisition, LLC, por el precio de $1,450,000.00, respondiendo esta finca por la suma de $191,000.00.

   Se acompaña: Certificación de exención de la Compañía de Turismo.

OBSERVACIÓN:

AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854, Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E.

Y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

Se describe la finca agrupada de la siguiente manera:

RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodríguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodríguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos."

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, correción de cabida.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

Continuación…
Finca número 4,850

AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas (así surge), en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Documento presentado bajo al finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

Se acompaña: Certificación del notario.

Documento presentado bajo al finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe.

NOTA: Esta Sección tiene establecido un sistema computadorizado de Bitácoras. No nos hacemos responsables por errores y/u omisiones que cometa el Empleado del Registro en la entrada y búsqueda de datos en el mismo.

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Este documento no es un compromiso para asegurar ni una póliza de Seguro de Título, por lo cual no ofrece seguridad alguna. Para obtener protección, debe requerir una póliza de Seguro de Título. Si este documento es utilizado por alguien que no sea el solicitante, lo hace bajo su propio riesgo y responsabilidad. Ninguna compañía de título que no sea The Title Security Group, LLC., está autorizada a utilizar este estudio para expedir una póliza de seguro de título. Capital Title Services, LLC, no es responsable ante otras compañías de título por errores u omisiones en este estudio de título. TODA COMPAÑÍA QUE NO SEA THE TITLE SECURITY GROUP, LLC. QUE UTILICE ESTE ESTUDIO DE TITULO PARA EXPEDIR UNA POLIZA DE SEGURO DE TITULO, LO HACE BAJO SU PROPIO RIESGO Y RESPONSABILIDAD. LA RESPONSABILIDAD DE CAPITAL TITLE SERVICES, LLC., ESTA LIMITADA A LA CANTIDAD PAGADA POR EL ESTUDIO DE TITULO Y SOLO CON RESPECTO AL CLIENTE DE REFERENCIA EN EL ENCABEZADO DE ESTE ESTUDIO DE TITULO.

Capital Title Services, LLC.

POR: *Ramón F. Gómez Marcos*
15 de marzo de 2024
SCG/anr/f

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,747

RE : **/ CABO ROJO LAND ACQUISITION LLC/ CARMEN M. FONSECA/ HIPOTECARIO/**

FINCA : Número 4,851, inscrito al folio 113 del tomo 160 de Cabo Rojo. Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: Porción de terreno compuesta de siete cuerdas y noventa y tres centésimas, equivalentes a tres hectáreas, once áreas, sesenta y ocho centiáreas y siete miliáreas, radicada en el Barrio de Llanos Costas del término municipal de Cabo Rojo, Puerto Rico, colindante: por el **NORTE,** con la parcela adjudicada a los herederos María Esther Manfredo y Luisa Plaza Camacho; por el **ESTE,** con terrenos de la Sucesión de Anino Rodríguez en una parte y con la parcela adjudicada a José Del Carmen Plaza Vélez, en otra parte; por el **SUR,** con terrenos de la Sucesión de José Graciliano Vélez; y por el **OESTE,** con el camino que conduce de Las Salinas de Cabo Rojo a las Salinas Candelarias.

ORIGEN REGISTRAL:

Se segrega de la finca número 2,367, inscrita al folio 110 del tomo 56 de Cabo Rojo.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Holdings, LLC**, cuya entidad lo adquirió por compraventa al Banco Popular de Puerto Rico, por el precio de $34,107.53 (así surge), mediante la escritura número 14, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante el notario José Alfredo Moreda Del Valle, finca número 4,851, inscripción 17a.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS

ii. Por sí está afecta a:

Hipoteca en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $42,634.41 (así surge), con intereses al 10.00% anual, vencedero a la presentación, constituida mediante la escritura número 18, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante la notario Yahira Caro Domínguez, e inscrita al tomo Karibe de Cabo Rojo, finca número 4,851, inscripción 18va., y última.

33 Calle Resolución, Suite 302
San Juan, PR 00920-2727
TEL: 787-707-7369
FAX: 787-782-6743

Continuación…
Finca número 4,851

LOS SIGUIENTES DOCUMENTOS SE ENCUENTRAN PRESENTADOS Y PENDIENTES DE DESPACHO:

1. AL ASIENTO 2022-051233-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 254, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a cancelar la hipoteca, por la suma de $42,634.41, según inscripción 18va relacionada.

   Se acompaña: Certificación del notario; Certificación de exención de la Compañía de Turismo.

2. AL ASIENTO 2022-051236-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 253, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Holdings, LLC, a vender esta y otras fincas a favor de Cabo Rojo Land Acquisition, LLC, por el precio de $1,450,000.00, respondiendo esta finca por la suma de $64,000.00.

   Se acompaña: Certificación de exención de la Compañía de Turismo; Certificación del notario, presentación telemática.

OBSERVACIÓN:

AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854, Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E.

Y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

Se describe la finca agrupada de la siguiente manera:

RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodríguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodríguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos."

Se acompaña: Certificación de exención de la Compañía de Turismo; Escritura número 563, corrección de cabida.

Notificado el día 2 de febrero de 2024.

Continuación…
Finca número 4,851

AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas, en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación, Escritura número 563, corrección de cabida.

Documento presentado bajo la finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

Se acompaña: Certificación del notario.

Documento presentado bajo la finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe.

NOTA: Esta Sección tiene establecido un sistema computadorizado de Bitácoras. No nos hacemos responsables por errores y/u omisiones que cometa el Empleado del Registro en la entrada y búsqueda de datos en el mismo.

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Continuación…
Finca número 4,851

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Capital Title Services, LLC.

POR: ***Ramón F. Gómez Marcos***
15 de marzo de 2024
SCG/anr/f

33 Calle Resolución, Suite 302
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TEL: 787-707-7369
FAX: 787-782-6743

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,749

RE : **/ CABO ROJO LAND ACQUISITION LLC/**
CARMEN M. FONSECA/ HIPOTECARIO/

FINCA : Número 4,852, inscrito al folio 120 del tomo 160 de Cabo Rojo.
Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: Porción de terreno compuesta de siete cuerdas y noventa y tres centésimas, equivalentes a tres hectáreas, once áreas, sesenta y ocho centiáreas y siete miliáreas, radicada en el Barrio de Llanos Costas del término municipal de Cabo Rojo, Puerto Rico colindante: por el **NORTE,** con predio adjudicado a Nicolás Plaza Acosta; por el **ESTE,** con parcelas adjudicadas a José Del Carmen Plaza Vélez y Nicolás Plaza Acosta; por el **SUR,** con parcela adjudicada a Ema Rosalía, conocida por Emma Plaza Vélez; y por el **OESTE,** con el camino que conduce de Las Salinas de Cabo Rojo a las Salinas Candelarias.

ORIGEN REGISTRAL:

Se segrega de la finca número 2,367, inscrita al folio 110 del tomo 56 de Cabo Rojo.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Holdings, LLC**, cuya entidad lo adquirió por compraventa al Banco Popular de Puerto Rico, por el precio de $34,107.53 (así surge), mediante la escritura número 14, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante el notario José Alfredo Moreda Del Valle, finca número 4,852, inscripción 15ta.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS

ii. Por sí está afecta a:

Hipoteca en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $42,634.41 (así surge), con intereses al 10.00% anual, vencedero a la presentación, constituida mediante la escritura número 18, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante la notario Yahira Caro Domínguez, e inscrita al tomo Karibe de Cabo Rojo, finca número 4,852, inscripción 16ta., y última.

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FAX: 787-782-6743

Continuación…
Finca número 4,852

LOS SIGUIENTES DOCUMENTOS SE ENCUENTRAN PRESENTADOS Y PENDIENTES DE DESPACHO:

1. AL ASIENTO 2022-051233-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 254, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a cancelar la hipoteca por la suma de $42,634.41, según inscripción 16ta relacionada.

   Se acompaña: Certificación del notario; Certificación de exención de la Compañía de Turismo.

2. AL ASIENTO 2022-051236-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 253, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Holdings, LLC, a vender esta y otras fincas a favor de Cabo Rojo Land Acquisition, LLC, por el precio de $1,450,000.00, respondiendo esta finca por la suma de $64,000.00.

   Se acompaña: Certificación de exención de la Compañía de Turismo.

OBSERVACIÓN:

AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854, Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E.

Y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

Se describe la finca agrupada de la siguiente manera:

RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodríguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodríguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos."

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Notificado el día 2 de febrero de 2024.

Continuación…
Finca número 4,852

AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas, en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Documento presentado bajo al finca número 28,334 de Cabo Rojo.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

Se acompaña: Certificación del notario.

Documento presentado bajo al finca número 28,334 de Cabo Rojo.

Notificado el día 2 de febrero de 2024.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe.

NOTA: Esta Sección tiene establecido un sistema computadorizado de Bitácoras. No nos hacemos responsables por errores y/u omisiones que cometa el Empleado del Registro en la entrada y búsqueda de datos en el mismo.

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Continuación…
Finca número 4,852

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Capital Title Services, LLC.

POR: ***Ramón F. Gómez Marcos***
15 de marzo de 2024
SCG/anr/f

33 Calle Resolución, Suite 302
San Juan, PR 00920-2727
TEL: 787-707-7369
FAX: 787-782-6743

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,750

RE : **/ CABO ROJO LAND ACQUISITION LLC/**
CARMEN M. FONSECA/ HIPOTECARIO/

FINCA : Número 4,853, inscrito al folio 127 del tomo 160 de Cabo Rojo.
Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: porción de terreno compuesta de quince cuerdas y ochenta y seis centésimas, equivalentes a seis hectáreas, veintitrés áreas, treinta y seis centiáreas y catorce miliáreas, radicada en el Barrio de Llanos Costas del término municipal de Cabo Rojo, Puerto Rico, colindante; por el **NORTE** y **OESTE,** con predio adjudicado a Nicolás Plaza Acosta; por el **ESTE,** con un camino; por el **SUR,** con parcela adjudicada a José Del Carmen Plaza Vélez.

ORIGEN REGISTRAL:

Se segrega de la finca número 2,367, inscrita al folio 110 del tomo 56 de Cabo Rojo.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Holdings, LLC**, cuya entidad lo adquirió por compraventa al Banco Popular de Puerto Rico, por el precio de $68,215.05 (así surge), mediante la escritura número 14, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante el notario José Alfredo Moreda Del Valle, finca número 4,853, inscripción 16ta.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS

ii. Por sí está afecta a:

Hipoteca en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $85,268.82 (así surge), con intereses al 10.00% anual, vencedero a la presentación, constituida mediante la escritura número 18, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante la notario Yahira Caro Domínguez, e inscrita al tomo Karibe de Cabo Rojo, finca número 4,853, inscripción 17ma., y última.

LOS SIGUIENTES DOCUMENTOS SE ENCUENTRAN PRESENTADOS Y PENDIENTES DE DESPACHO:

1. AL ASIENTO 2022-051233-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 254, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a cancelar la hipoteca por la suma de $85,268.82, según inscripción 17ta relacionada.

Continuación…
Finca número 4,853

Se acompaña: Certificación de exención de la Compañía de Turismo.

2. AL ASIENTO 2022-051236-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 253, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Holdings, LLC, a vender esta y otras fincas a favor de Cabo Rojo Land Acquisition, LLC, por el precio de $1,450,000.00, respondiendo esta finca por la suma de $128,000.00.

   Se acompaña: Certificación de exención de la Compañía de Turismo.

OBSERVACIÓN:

AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854, Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E.

Se describe la finca agrupada de la siguiente manera:

RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodriguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodriguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos."

Y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

Continuación…
Finca número 4,853

AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas, en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Documento presentado bajo al finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

Se acompaña: Certificación del notario.

Documento presentado bajo al finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe.

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Capital Title Services, LLC.

POR: *Ramón F. Gómez Marcos*
15 de marzo de 2024
SCG/anr/f

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,752

RE : **/ CABO ROJO LAND ACQUISITION LLC/ CARMEN M. FONSECA/ HIPOTECARIO/**

FINCA : Número 4,854, inscrito al folio 134 del tomo 160 de Cabo Rojo. Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: Porción de terreno compuesta de veintitrés cuerdas y setenta y nueve centésimas, equivalentes a nueve hectáreas, treinta y cinco áreas, cuatro centiáreas y veintiuna miliáreas, radicada en el Barrio de Llanos Costas del término municipal de Cabo Rojo, Puerto Rico, colindante: por el **NORTE,** con un predio adjudicado a Nicolás Plaza Acosta; por el **ESTE,** con dicho mismo predio y con Parcela de José Del Carmen Plaza Vélez; por el **SUR,** con terrenos de la Sucesión de José Graciliano Vélez; y por el **OESTE,** con el camino que conduce de las Salinas de Cabo Rojo a las Salinas Candelarias.

ORIGEN REGISTRAL:

Se segrega de la finca número 2,367, inscrita al folio 110 del tomo 56 de Cabo Rojo.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Holdings, LLC**, cuya entidad lo adquirió por compraventa al Banco Popular de Puerto Rico, por el precio de $102,322.57 (así surge), mediante la escritura número 14, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante el notario José Alfredo Moreda Del Valle, finca número 4,854, inscripción 16ta.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS

ii. Por sí está afecta a:

Hipoteca en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $127,903.23 (así surge), con intereses al 10.00% anual, vencedero a la presentación, constituida mediante la escritura número 18, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante la notario Yahira Caro Domínguez, e inscrita al tomo Karibe de Cabo Rojo, finca número 4,854, inscripción 17ma., y última.

33 Calle Resolución, Suite 302
San Juan, PR 00920-2727
TEL: 787-707-7369
FAX: 787-782-6743

Continuación…
Finca número 4,854

LOS SIGUIENTES DOCUMENTOS SE ENCUENTRAN PRESENTADOS Y PENDIENTES DE DESPACHO:

1. AL ASIENTO 2022-051233-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 254, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a cancelar la hipoteca por la suma de $127,903.23, según inscripción 17ta relacionada.

   Se acompaña:; Certificación de exención de la Compañía de Turismo.

2. AL ASIENTO 2022-051236-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 253, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Holdings, LLC, a vender esta y otras fincas a favor de Cabo Rojo Land Acquisition, LLC, por el precio de $1,450,000.00, respondiendo esta finca por la suma de $191,000.00.

   Se acompaña: Certificación de exención de la Compañía de Turismo.

OBSERVACIÓN:

AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854, Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E.

Y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

Se describe la finca agrupada de la siguiente manera:

RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodríguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodríguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos".

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

Continuación…
Finca número 4,854

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas, en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Documento presentado bajo al finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

Se acompaña: Certificación del notario.

Documento presentado bajo al finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe.

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Capital Title Services, LLC.

POR: *Ramón F. Gómez Marcos*
15 de marzo de 2024
SCG/anr/f

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,753

RE : **/ CABO ROJO LAND ACQUISITION LLC/**
CARMEN M. FONSECA/ HIPOTECARIO/

FINCA : Número 7,352, inscrito al folio 35 del tomo 246 de Cabo Rojo.
Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: Porción de terreno en el Barrio Boquerón del término Municipal de Cabo Rojo, Puerto Rico, marcado como el remanente en el plano de inscripción de una cabida superficial de 24107.2913 metros cuadrados. Colindante por el **NORTE**, con terrenos propiedad de Enrique Carlo Aymat y terrenos de la Sucesión de Francisco Padilla Vélez; por el **SUR**, con terrenos pertenecientes al solar "A" segregado en el plano de inscripción y con la Carretera 301; por el **ESTE**, con terrenos pertenecientes a Zenobia Ramírez Rodríguez; y por el **OESTE**, con terrenos pertenecientes a Willie T. Zajia, antes, hoy solares de varios dueños.

Este es el remanente de esta finca, según la escritura número 335, otorgada en Cabo Rojo, Puerto Rico, el día 1 de diciembre de 2004, ante el notario Rafael Doitteau Cruz, e inscrita al folio 172 del tomo 908 de Cabo Rojo, finca número 7,352, al margen de la inscripción 6ta.

ORIGEN REGISTRAL:

Se segrega de la finca número 4,523, inscrita al folio 136 del tomo 146 de Cabo Rojo.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **James Henry Cuevas, viudo,** quien lo adquirió por adjudicación y/o partición de bienes, de Peggy Lee Cuevas, Rick Cuevas, James Louis Cuevas Jr., Ron Cuevas y Jo-Ann Cuevas, con un valor de $200,000.00, mediante la escritura número 48, otorgada en Cabo Rojo, Puerto Rico, el día 25 de julio de 2019, ante la notario Ysis Doitteau Cofresí, finca número 7,352, inscripción 8va.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS

ii. Por sí está afecta a:

Servidumbre a favor de la Autoridad de Energía Eléctrica de Puerto Rico, constituida mediante Resolución, sobre Expropiación Forzosa, de fecha 2 de enero de 2007, expedida en el Tribunal de Primera Instancia, Sala Superior de San Juan, en el Caso Civil número KEF2006-0755, e inscrita al folio 172 del tomo 908 de Cabo Rojo, finca número 7,352, inscripción 6ta.

Continuación…
Finca número 7,352

OBSERVACIÓN:

AL ASIENTO 2019-068069-SG01 DEL SISTEMA KARIBE, se presentó el día 1 de julio del 2019, la escritura número 11, otorgada en Cabo Rojo, Puerto Rico, el día 8 de mayo del 2019, ante el notario Ysis Doitteau Cofresí, mediante la cual comparece James Cuevas, también conocido como Jaime Cuevas Cardoza, soltero, a vender la descrita propiedad a favor de Cabo Rojo Land Acquisition, LLC., por el precio de $350,000.00.

NOTA: Se describe un remanente de 23,670.701 metros cuadrados, luego de descontados 436.5903 metros cuadrados, del área ocupada por la servidumbre de la Inscripción tercera.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2019-068072-SG01 DEL SISTEMA KARIBE, se presentó el día 1 de julio del 2019, la escritura número 116, otorgada en San Juan, Puerto Rico, el día 10 de mayo del 2019, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparecen Cabo Rojo Land Acquisition, LLC., a constituir hipoteca en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $550,000.00, con intereses al 12% anual, vencedero a la presentación.

NOTA: Se describe la propiedad con una cabida de 23,670.701 metros cuadrados.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854, Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E.

Y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

Se describe la finca agrupada de la siguiente manera:

RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodríguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodríguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos."

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Notificado el día 2 de febrero de 2024.

Continuación…
Finca número 7,352

AL ASIENTO 2022-051237-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 255, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a cancelar la hipoteca, por la suma de $550,000.00, presentada al Asiento 2019-068072-SG01 y pendiente de ser certificada.

Se acompaña: Pagaré Cancelado;Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas (así surge), en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Documento presentado bajo la finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

Se acompaña: Certificación del notario.

Documento presentado bajo la finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe. (2:59 p.m.)

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Continuación…
Finca número 7,352

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Capital Title Services, LLC.

POR: ***Ramón F. Gómez Marcos***
15 de marzo de 2024
SCG/anr/f

33 Calle Resolución, Suite 302
San Juan, PR 00920-2727
TEL: 787-707-7369
FAX: 787-782-6743

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,735

RE : **/ CABO ROJO LAND ACQUISITION LLC/**
CARMEN M. FONSECA/ HIPOTECARIO/

FINCA : Número 28,334, inscrito al folio 196 del tomo 978 de Cabo Rojo. Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de 340.229880 cuerdas, equivalentes a 1,337,236.118 metros cuadrados. En lindes por el **NORTE**, con terrenos de F. Carrera & Hermanos y Enrique Carlo Aymat; por el **SUR**, con terrenos de Natalicio Irizarry, Laureano Rodríguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla; y por el **OESTE**, con terrenos de Natalicio Irizarry.

ORIGEN REGISTRAL:

Se formó por agrupación de las fincas números 13,974; 13,975; 13,976; 13,977; 13,978; 13,979; 13,980; 13,981; 13,982; 13,983; 13,984; 13,985; 13,986; 13,987; 13,988; 13,989; 13,990; 13,991; 13,992; 13,993; 13,994; 13,995; 13,996; 13,997; 13,998; 14000; 14,003; 14,004; 14,005; 14,006; 14,007; 14,008; 14,009; 14,010; 14,011; 14,012; 14,013; 14,014; 14,015; 14,016; 14,017; 14,022; 14,023; 14,024; 14,025; 14,026; 14,027; 14,028; 14,029; 14,030; 14,031; 14,032; 14,033; 14,034; 14,035; 14,036; 14,037; 14,038; 14,039; 14,040; 14,041; 14,042; 14,043; 14,049; 14,056 y 14,060, inscritas a los folios 1, 10, 20, 30, 40, 50, 60, 70, 80, 90, 100, 110, 120, 130, 140, 150, 160, 170, 180, 190, 200, 210, 220, 230, 240, 260, 290 de los tomos 399 de Cabo Rojo; los folios 1, 10, 20, 30, 40, 50, 60, 70, 80, 90, 100, 110, 120, 130, 180, 190, 200, 210, 220, 230, 240, 250, 260, 270, 280 y 290 del tomo 400 de Cabo Rojo; los folios 1, 10, 20, 30, 40, 50, 60, 70, 80, 90, 150 y 220 del tomo 401 de Cabo Rojo; y el folio 10 del tomo 402 de Cabo Rojo.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Acquisition, LLC.**, cuya entidad lo adquirió por compraventa a Villas de Bahía Boquerón Development Corporation, por el precio de $55,500,000.00, mediante la escritura número 245, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, finca número 28,334, inscripción 13ra.

GRAVÁMENES:

i. Por su procedencia está afecta a:

a. Servidumbre a favor de la Autoridad de Energía Eléctrica de Puerto Rico.

b. Condiciones restrictivas sobre edificación y uso:

Cuando inscriben las condiciones restrictivas el Registro hace la inscripción de la siguiente manera: (Uso como ejemplo la finca 13,974 la cual le acompaño) "Se constituyen condiciones restrictivas sobre 89 fincas sobre el Proyecto Mont Carlos States, (De la agrupación solo surgen 66 fincas), según documento otorgado en la ciudad de Fort

Continuación…
Finca número 28,334

Lauderdale del Estado de la Florida, Condado de Broward, el día 29 de octubre de 1984, ante la notaría Marilyn V. Semora, protocolizado mediante la escritura número 22, otorgada en San Juan, Puerto Rico, el día 2 de noviembre de 1984, ante el notario Jaime Aponte Parsi, e inscrita al margen del folio 1 del tomo 399 de Cabo Rojo".

Dichas condiciones aparecen expresamente **canceladas en todas las fincas excepto** las fincas 13,988; 14,009; 14,010; 14,011; 14,012; 14,013; 14,014; 14,015; 14,016; 14,017; 14,049; 14,056 y 14,060. La nota de cancelación la redactan de la siguiente manera:

"Canceladas las anteriores condiciones mediante la escritura número 13, otorgada en San Juan, Puerto Rico, el día 10 de abril de 1190, ante la notario Rosa M. Lázaro San Miguel, enmendada por la escritura número 17, otorgada en Boquerón, Puerto Rico, el día 22 de mayo de 1991, tomándose razón al margen del folio 9 del tomo 399 de Cabo Rojo, firmada dicha cancelación el 1 de junio de 1993".

Entendemos que en las fincas 13,988; 14,049; 14,056 y 14,060 aun cuando se redactó la misma escritura del mismo año y ante el mismo notario, no se expresó claramente que fueran canceladas en esa finca. Es de nuestra opinión que el técnico mal interpretó la escritura y por ende redacto la nota marginal incompleta y distinta en esas cuatro fincas.

ii. Por sí está:

LIBRE DE CARGAS.

OBSERVACIÓN:

AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré a favor del Portador, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas, en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

Se acompaña: Certificación del notario; Certificación de exención Compañía de Turismo.

Notificado el día 5 de febrero de 2024.

Continuación…
Finca número 28,334

AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

Se acompaña: Certificación del notario.

Notificado el día 5 de febrero de 2024.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe. (9:23 a.m.)

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Capital Title Services, LLC.

POR: *Ramón F. Gómez Marcos*
15 de marzo de 2024
MRF/anr/f

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,738

RE : **/ CABO ROJO LAND ACQUISITION LLC/**
CARMEN M. FONSECA/ HIPOTECARIO/

FINCA : Número 32,623, inscrito al folio 112 del tomo 958 de Cabo Rojo.
Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RUSTICA: Parcela de terreno marcada como Parcela A-2 en el Plano de Inscripción, radicado en el Barrio Boquerón del término Municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de 191,723.2027 metros cuadrados, equivalentes a 48.7796 cuerdas y que colinda por el **NORTE**, del punto 205 al 92 en 188.4471 metros lineales con el remanente de la finca principal de la cual se segrega; por el **SUR**, del punto 85 al 89 en 5.7624 metros lineales con propiedad de Antonio Fas Alzamora; del punto 114 al 115 en 83.8607 metros lineales, del punto 115 al 116 en 78.3548 metros lineales, del punto 116 al 117 en 75.2163 metros lineales con propiedad de Antonio Fas Alzamora; por el **ESTE**, del punto 92 al 203 en 24.8073 metros lineales, con un camino vecinal, del punto 203 al 85 en 9.7034 metros lineales, con un camino vecinal del punto 89 al 90 en 10.4731 metros lineales, del punto 90 al 99 en 88.9976 metros lineales, del punto 99 al 100 en 87.0714 metros lineales, del punto 100 al 101 en 59.0273 metros lineales, del punto 101 al 102 en 43.1210 metros lineales, del punto 102 al 104 en 74.4833 metros lineales, del punto 104 al 106 en 110.3996 metros lineales, del punto 106 al 107 en 56.4148 metros lineales, del punto 107 al 108 en 138.2144 metros lineales, del punto 108 al 109 en 23.9005 metros lineales, del punto 109 al 111 en 88.1918 metros lineales, del punto 111 al 112 en 142.0623 metros lineales, del punto 112 al 114 en 76.6225 metros lineales, con propiedad de Antonio Fas Alzamora; y por el **OESTE**, del punto 117 al 205 en 1,136.7292 metros lineales, con el remanente de la finca principal de la cual se segrega.

ORIGEN REGISTRAL:

Se segrega de la finca número 32,622, inscrita al folio 109 del tomo 958 de Cabo Rojo.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Acquisition, LLC.**, cuya entidad lo adquirió por compraventa a Puerto Rico Land & Fruit, S.E., por el precio de $1,400,000.00, mediante la escritura 251, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, finca número 32,623, inscripción 6ta.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS

33 Calle Resolución, Suite 302
San Juan, PR 00920-2727
TEL: 787-707-7369
FAX: 787-782-6743

Continuación…
Finca número 32,623

ii. Por sí está afecta a:

Hipoteca en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $700,000.00, con intereses al 8% anual, a pagar en 7 pagos de $100,000.00 cada uno, vencedero en los meses 6, 12, 18, 24, 30, 36 y 42 de la fecha de este otorgamiento, respectivamente, constituida mediante la escritura número 8, otorgada en San Juan, Puerto Rico, el día 10 de octubre de 2008, ante el notario Fernando E. Agrait Betancourt, e inscrita al folio 113 del tomo 958 de Cabo Rojo, finca número 32,623, inscripción 5ta.

OBSERVACIÓN:

1. AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854, Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E.

   Y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

   Se describe la finca agrupada de la siguiente manera:

   RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodriguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodriguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos."

   Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

   Notificado el 2 de febrero de 2024. Falta: Impedida por Asiento previo.

2. AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

   Se acompaña: Certificación de exención de la Compañía de Turismo.

   Notificado el 2 de febrero de 2024. Falta: Impedida por Asiento previo.

33 Calle Resolución, Suite 302
San Juan, PR 00920-2727
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FAX: 787-782-6743

Continuación…
Finca número 32,623

3. AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas, en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

   Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

   Notificado el 5 de febrero de 2024.

4. AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

   Se acompaña: Certificación del notario.

   Notificado el 5 de febrero de 2024.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe. 9:02am.

NOTA: Esta Sección tiene establecido un sistema computadorizado de Bitácoras. No nos hacemos responsables por errores y/u omisiones que cometa el Empleado del Registro en la entrada y búsqueda de datos en el mismo.

This document is not a commitment to insure nor a Title Insurance Policy and should not be relied upon as such. For protection, Purchaser and Lender should require a Title Insurance Policy. If this document is used by someone other than the party requesting it, said person does so assuming any and all risks and liabilities. No title company other than the Title Security Group, LLC., is authorized to rely on this title study to issue a Title Insurance Commitment and/or Policy. Capital Title Services, LLC., is not liable to other title companies for error or omissions in this title report. ANY TITLE COMPANY OTHER THAN THE TITLE SECURITY GROUP, LLC. THAT RELIES ON THIS TITLE STUDY TO ISSUE A TITLE COMMITMENT AND/OR INSURANCE POLICY DOES SO ASSUMING ANY AND ALL RISKS AND LIABILITIES. THE LIABILITY OF CAPITAL TITLE SERVICES, LLC. IN CONNECTION WITH THIS TITLE REPORT IS LIMITED TO THE AMOUNT PAID FOR THIS TITLE REPORT ONLY WITH RESPECT TO THE CLIENT REFERRED TO IN THE HEADER OF THIS TITLE REPORT.

Este documento no es un compromiso para asegurar ni una póliza de Seguro de Título, por lo cual no ofrece seguridad alguna. Para obtener protección, debe requerir una póliza de Seguro de Título. Si este documento es utilizado por alguien que no sea el solicitante, lo hace bajo su propio riesgo y responsabilidad. Ninguna compañía de título que no sea The Title Security Group, LLC., está autorizada a utilizar este estudio para expedir una póliza de seguro de título. Capital Title Services, LLC, no es responsable ante otras compañías de título por errores u omisiones en este estudio de título. TODA COMPAÑÍA QUE NO SEA THE TITLE SECURITY GROUP, LLC. QUE UTILICE ESTE ESTUDIO DE TITULO PARA EXPEDIR UNA POLIZA DE SEGURO DE TITULO, LO HACE BAJO SU PROPIO RIESGO Y RESPONSABILIDAD. LA RESPONSABILIDAD DE CAPITAL TITLE SERVICES, LLC., ESTA LIMITADA A LA CANTIDAD PAGADA POR EL ESTUDIO DE TITULO Y SOLO CON RESPECTO AL CLIENTE DE REFERENCIA EN EL ENCABEZADO DE ESTE ESTUDIO DE TITULO.

Capital Title Services, LLC.

POR: *Ramón F. Gómez Marcos*
15 de marzo de 2024
MRF/gps/f

MORELL · CARTAGENA · DAPENA

JORGE ANTONIO MORALES CORDERO

Plaza 273 Suite 700
273 Ponce de León
San Juan, PR 00917-1934
787-723-1233; 787-729-1974
jorge.morales@mbcdlaw.com

CERTIFIED COPY OF DEED NUMBER TWENTY (20)

PURCHASE AND SALE

EXECUTED IN SAN JUAN, PUERTO RICO
ON MAY 10, 2024

BEFORE:

JORGE ANTONIO MORALES CORDERO

BY:

BAHIA BONITA, INC.

("SELLER")

AND

CABO ROJO LAND ACQUISITION LLC

("BUYER")

----------**DEED NUMBER TWENTY (20)** ----------

----------**PURCHASE AND SALE** ----------

---In San Juan, Puerto Rico, on this tenth (10th) day of May, two thousand twenty-four (2024) ----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with offices and residence in San Juan, Puerto Rico,----------

----------**APPEAR** ----------

---AS THE PARTY OF THE FIRST PART: **BAHIA BONITA, INC.** (hereinafter, "Seller"), a corporation organized, existing and in good standing under the laws of the Commonwealth of Puerto Rico, represented herein by PEMARIS GONZÁLEZ SUÁREZ, of legal age, single, property owner and resident of Cabo Rojo, Puerto Rico, whose authority to represent Seller in this Deed arises from a Certificate of Resolution executed by Illianedmaris Vega González, Assistant Secretary of Seller, on April four (4), two thousand twenty-four (2024), under Affidavit number four thousand six hundred sixteen (4,616) of Notary María del Rosario Pujol Thompson.----------

---I, the Notary, hereby certify that I have examined the aforesaid Certificate of Resolution of Seller and that it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law, to authorize Ms. González Suárez to appear herein on behalf of Seller.-------

---AS THE PARTY OF THE SECOND PART: **CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "Buyer"), a limited liability company organized, existing and in good standing under the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, GLADYS OMAYRA FONTÁNEZ REYES, who is of legal age, single, attorney at law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this Deed arises from a

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Certificate of Resolution of Buyer signed by Eileen Sawyer, as Manager of Buyer, on May two (2), two thousand twenty-four (2024), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engines of the Department of State and the Office of Information Technology Services of the State of New York. I further certify that I have examined the aforesaid Certificate of Resolution of Buyer and that it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law, to authorize Ms. Fontánez-Reyes to appear herein on behalf of Buyer. ---I, the Notary, do hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily----------

----------**STATE AND AGREE**----------

---**FIRST:** Seller is the owner in fee simple title ("*pleno dominio*"), and has the possession of the two (2) parcels of land described in the Spanish language as follows (hereinafter, collectively referred to as the "Property"): ----------

----------**PARCEL ONE**----------

---*"RÚSTICA: Parcela marcada con el número treinta y cuatro (34) del Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida de cinco cuerdas (5.0000 cdas.) equivalentes a una (1) hectárea, noventa y seis (96) áreas, y sesenta (60) centiáreas. En lindes, por el NORTE, con las parcelas número veinte (20) y veintiuno (21) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela; por el SUR, con la parcela número treinta y cinco (35) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela; por el ESTE, con la parcela número ciento diez (110) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela; y por el OESTE, con las parcelas número veintidós (22) y veintitrés (23) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela."* ----------

---Parcel One is recorded at page 265 of volume 509 of Cabo Rojo,

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Section of San Germán of the Registry of Property of Puerto Rico (the "Registry"), Property Number 18,786. ----------

---The tax identification number ("*número de catastro*") assigned to Parcel One by the Municipal Revenues Collection Center ("CRIM") is 402-019-327-68-000. ----------

---Parcel One was acquired by Seller pursuant to Deed Number Fifty-Eight (58), executed in Mayagüez, Puerto Rico, on April six (6), two thousand four (2004) before Notary Luis Roberto Santos, recorded at the Registry at Page 127 of Volume 841 of Cabo Rojo, fourth (4th) inscription.

----------LIENS AND ENCUMBRANCES OF PARCEL ONE ----------

---By its origin, Parcel One is free of liens and encumbrances. ----------

---By itself, Parcel One is subject to: ----------

----(A) Restrictive Conditions constituted pursuant to Deed Number One Hundred Thirty-Three (133), executed in Mayagüez, Puerto Rico, on November twenty (20) two thousand three (2003), before Notary Luis Roberto Santos, recorded at page 127 of volume 841 of Cabo Rojo, third (3rd) inscription (hereinafter, the "Permitted Encumbrance"). ----------

----(B) Mortgage to guarantee a promissory note payable to the order of the bearer, in the principal sum of One Million Five Hundred Seventy-One Thousand Four Hundred Twenty-Eight Dollars and fifty-four cents ($1,571,428.54), of which One Hundred Forty-Two Thousand Eight Hundred Fifty-Seven Dollars and fourteen cents ($142,857.14) are allocated to Parcel One, with no interest, payable on demand, constituted under Deed Number Fifty-Nine (59) executed in Mayagüez, Puerto Rico, on April six (6) two thousand four (2004), before Notary Luis Roberto Santos, recorded at page 127 of volume 841 of Cabo Rojo, fifth (5th) inscription. ----------

---The foregoing mortgage has been cancelled, as to Parcel One, pursuant to Deed Number Twenty-Two (22), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol-Thompson on May ten

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ABOGADO NOTARIO

(10), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ----------

----------**PARCEL TWO**----------

---"***RUSTICA***: *Parcela número cuarenta y siete (47) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas, y sesenta (60) centiáreas y en lindes por el NORTE, con la parcela número cuarenta y seis (46) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número veinte (20) y servidumbre de paso de diez (10) metros de ancho de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número cincuenta y ocho (58) y servidumbre de paso de diez (10) metros de ancho de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número nueve (9) y servidumbre de paso de diez (10) metros de ancho de los cuales cinco (5) pertenecen a esta parcela."* ----------

---Parcel Two is recorded at the Registry at page 19 of volume 510 of Cabo Rojo, Property Number 18,795. ----------

---The tax identification number ("*número de catastro*") assigned by the Municipal Revenues Collection Center ("CRIM") to the master parcel from which Parcel Two was segregated is 402-019-327-67-000. ----------

---Parcel Two was acquired by Seller pursuant to Deed Number Fifty-Eight (58), executed in Mayagüez, Puerto Rico, on April six (6), two thousand four (2004) before Notary Luis Roberto Santos, recorded at the Registry at Page 184 of Volume 841 of Cabo Rojo, fourth (4th) inscription.

----------LIENS AND ENCUMBRANCES OF PARCEL TWO ---------

---By its origin, Parcel Two is free of liens and encumbrances. ----------

---By itself, Parcel Two is subject to: ----------

----(A) The Permitted Encumbrance, constituted as stated above, recorded as to Parcel Two, at page 184 of volume 841 of Cabo Rojo, third (3rd) inscription. ----------

----(B) Mortgage to guarantee a promissory note payable to the order of the bearer, in the principal sum of One Million Five Hundred Seventy-One Thousand Four Hundred Twenty-Eight Dollars and fifty-four cents ($1,571,428.54), of which One Hundred Forty-Two Thousand Eight Hundred Fifty-Seven Dollars and fourteen cents ($142,857.14) are

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allocated to Parcel Two, with no interest, payable on demand, constituted under Deed Number Fifty-Nine (59) executed in Mayagüez, Puerto Rico, on April six (6) two thousand four (2004), before Notary Luis Roberto Santos, recorded at page 184 of volume 841 of Cabo Rojo, fifth (5th) inscription. ----------

---The foregoing mortgage has been cancelled, as to Parcel Two, pursuant to Deed Number Twenty-Two (22), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol-Thompson on May ten (10), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ----------

---**SECOND:** Seller granted to Buyer an option to purchase the Property, pursuant to an instrument titled *Contrato de Promesa Recíproca de Compraventa* executed on October two (2), two thousand twenty-three (2023) (the "Purchase Agreement"). ----------

----------**PURCHASE AND SALE** ----------

---**THIRD:** As contemplated in the Purchase Agreement, Seller hereby sells, conveys and transfers fee simple title ("*pleno dominio*") to the Property and the possession thereof to Buyer, and Buyer hereby purchases from Seller fee simple title to the Property and the possession thereof, in accordance with the following ----------

----------**TERMS AND CONDITIONS** ----------

-----One: The aggregate purchase price of the Property is the lump sum of **ONE MILLION SIX HUNDRED THOUSAND DOLLARS ($1,600,000)** (hereinafter, the "Purchase Price"), of which (i) the sum of EIGHT HUNDRED THOUSAND DOLLARS ($800,000) is allocated to Parcel One; and (ii) the sum of EIGHT HUNDRED THOUSAND DOLLARS ($800,000) is allocated to Parcel Two. ----------

-----Two: The Purchase Price has been paid by Buyer as follows: ---------

------(A) The sum of FORTY THOUSAND DOLLARS ($40,000) was paid by Buyer to Seller concurrently with the execution of the Purchase

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Agreement, which amount has been credited in its entirety to the Purchase Price on this date. ----------

------(B) Concurrently with the execution of this Deed, Buyer has delivered to Seller the sum of SEVEN HUNDRED THIRTY THOUSAND DOLLARS ($730,000), which amount has been credited in its entirety to the Purchase Price on this date. Said sum has been paid by Buyer to Seller by wire transfer or manager's check to the order of Seller and Seller hereby acknowledges receipt thereof in form and substance acceptable to Buyer. ----------

---After crediting the aforementioned sum to the Purchase Price, the balance of the Purchase Price is reduced to the sum of EIGHT HUNDRED THIRTY THOUSAND DOLLARS ($830,000) (hereinafter, the "Deferred Purchase Price"). ----------



------(C) The Deferred Purchase Price shall be evidenced by a mortgage note (hereinafter the "Mortgage Note") issued on this same date by Buyer in the principal sum of EIGHT HUNDRED THIRTY THOUSAND DOLLARS ($830,000), with interest per annum at the rate of five percent (5%), to be paid on a semi-annual basis, payable in two (2) installments of FOUR HUNDRED FIFTEEN THOUSAND DOLLARS ($415,000) each, the first maturing six (6) months after the execution of this Deed, and the second maturing one (1) year after the execution hereof. Said installments may be partially or totally paid in advance, at any time, without penalty, provided all partial payments in advance are applied first, to the interest then owed up to the date of the advanced payment, and the balance of the advanced payment after said interest, will be applied to the principal installment(s), in order of maturity.----------

---The Mortgage Note will be guaranteed by a first mortgage over the Property, in the principal sum of EIGHT HUNDRED THIRTY THOUSAND DOLLARS ($830,000), which will be constituted concurrently with the execution hereof. The mortgage lien will be

distributed among each of the parcels constituting the Property as follows: (i) Parcel One: Four Hundred Fifteen Thousand Dollars ($415,000); and -(ii) Parcel Two: Four Hundred Fifteen Thousand Dollars ($415,000). -----Three: This Deed entitles Buyer to the immediate possession of the Property, without any additional formality, document or request.----------Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of Seller and, thereafter, for the account of Buyer. ----------Five: Seller hereby delivers to Buyer fee simple title ("*pleno dominio*") to the Property, vacant and free and clear of liens, encumbrances or defects, subject only to the Permitted Encumbrance. ----Six: Buyer specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) Seller hereby sells and Buyer hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, vacant and free of liens and encumbrances, excepting the Permitted Encumbrance, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from Seller or any of Seller's agents employees, members, representatives, attorneys or brokers (each such party a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by Seller to Buyer. Buyer further acknowledges and agrees that Seller is under no duty to make any inquiry regarding any matter that may or may not be known to Seller or any Seller Affiliate. Upon execution of this Deed, Buyer shall assume the risk of adverse matters relating to adverse investigations, and Buyer, upon execution of this Deed, shall be deemed to have waived, relinquished and released Seller and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which Buyer



might have asserted or alleged or may assert or allege in the future against Seller or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution of this Deed.----------

-----Seven: Seller represents and warrants to Buyer that, to the best of Seller's knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances. ----------

-----Eight: The notarial fees, stamps on the original, stamps on the first certified copy and recording rights of this Deed in the Registry will be paid by Buyer. ----------

---**FOURTH**: This Deed will be interpreted in accordance with the laws of Puerto Rico and governed by them. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of the Commonwealth of Puerto Rico in the event of any litigation pursuant to this Deed. ----------

---**FIFTH**: All notices to the parties pursuant to this Deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

----TO SELLER: ----------

------Physical:----------

------1 Calle Guajanas ----------
------Urbanización Villa Georgetti ----------
------Barceloneta, PR 00617 ----------

------Postal:----------

------PO Box 981 Barceloneta, PR 00617 ----------
------Attention: Illianedmaris Vega----------
------Electronic Mail: illianedmaris.vega@upr.edu ----------

----TO BUYER:

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------Cabo Rojo Land Acquisition LLC ----------
------Edificio Ochoa ----------
------500 Calle de la Tanca, Suite 514 ----------
------San Juan, PR 00901----------
------Attention: Eileen Sawyer ----------

----With a copy to: ----------

------250 Avenida Muñoz Rivera, Suite 440 ----------
------San Juan, PR 00918----------
------Attention: Roberto Ruiz ----------
------Electronic Mail: roberto.ruiz@ccgc.com.do ----------

---**SIXTH**: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

---**SEVENTH**: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the rest of this Deed will continue in full force and effect. -

---**EIGHTH**: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver whichever documents or instruments, public or private, necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any rectification deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of Buyer, except that each party shall bear the fees of their respective counsel. ------

---**NINTH**: The Notary advises Buyer as to the importance of filing the corresponding Change of Ownership Application at the CRIM, and to obtain before the execution of this Deed, a certification indicating whether the Property owes any sums related to property taxes. Under applicable law, Buyer is responsible for filing at the CRIM the corresponding application for Change of Ownership within thirty (30) days from the execution hereof. Buyer hereby declares that it is fully aware of the above-mentioned obligations and releases the authorizing Notary from this

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responsibility.----------

----------**RATIFICATION AND WARNINGS**----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ---------

-----(A) the meaning and legal effects of the execution of this Deed;-------

-----(B) the fact that this Deed was prepared in reliance to title abstracts prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions in such title abstracts. Said title abstracts were prepared by Capital Title Services Inc. and are dated April seventeen (17), two thousand twenty-four (2024); ----------

-----(C) that after the date of such title abstract and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry as of the date of the title abstract; ----------

-----(D) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification;----------

-----(E) of the right of the Buyer to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights; ----------

-----(F) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation,

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the provisions contained in 23 L.P.R.A. §225, et. seq.; ----------

-----(G) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property;----------

-----(H) of the importance of recording a copy of this deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this deed is not recorded at the Registry; ----------

-----(I) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property; ----------

-----(J) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations; ----------

-----(K) that the undersigned Notary has the obligation to file an Informative Return before the Puerto Rico Treasury Department ("Planilla Informativa Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles") and the consequences to the Seller of such filing;-----

-----(L) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 et seq., is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Sellers, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions

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of the aforementioned federal statute. Copies of these documents must be retained by Seller and his agent, if any, for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed; and----------

-----(M) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by affixing their initials on each page they attest as to their reading, understanding and acceptance of its contents. ----------

----------**READING, ACCEPTANCE AND EXECUTION** ---------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their initials on each page thereof. ----------

---As to everything stated or contained in this instrument, I the Notary, hereby **ATTEST**. ----------

JORGE A. MORALES CORDERO
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---Signed, sealed, marked and flourished by the authorizing Notary, Jorge Antonio Morales Cordero. ----------

---Therein also appear the signature of the appearing parties and their initials on the margin of each page. The corresponding internal revenue stamps, legal assistant stamps and the notarial tax stamp are adhered thereon. ----------

---I, the Notary, CERTIFY that the foregoing is a true and exact copy of Deed Number Twenty (20), which contains twelve (12) pages (*folios*), the original of which forms part of my protocol of public instruments for the year two thousand twenty-four (2024). ----------

---IN WITNESS WHEREOF, and to deliver to Cabo Rojo Land Acquisition LLC, I issue the first certified copy, which I sign, seal, mark and flourish in San Juan, Puerto Rico, on May ten (10), two thousand twenty-four (2024). ----------

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

NOTARY







DEPARTAMENTO *de* JUSTICIA
ESTADO LIBRE ASOCIADO DE PUERTO RICO

CERTIFICACIÓN DEL NOTARIO QUE PRESENTA DOCUMENTO EN EL REGISTRO DE LA PROPIEDAD INMOBILIARIA DE PUERTO RICO POR LA VÍA TELEMÁTICA

CERTIFICO: Que la copia en formato PDF de la Escritura Núm. Veinte (20) sobre "Purchase and Sale", autorizada por mí en San Juan el diez (10) de mayo de dos mil veinticuatro (2024), que estoy presentando en esta fecha en el Registro de la Propiedad, es una copia fiel y exacta de la copia certificada de dicha escritura.

En San Juan, Puerto Rico, hoy catorce (14) de mayo de dos mil veinticuatro (2024).

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

Notario

MORELL • CARTAGENA • DAPENA

JORGE ANTONIO MORALES CORDERO

Plaza 273 Suite 700
273 Ponce de León
San Juan, PR 00917-1934
787-723-1233; 787-729-1974
jorge.morales@mbcdlaw.com

CERTIFIED COPY OF DEED NUMBER TWO (2)

PURCHASE AND SALE

EXECUTED IN SAN JUAN, PUERTO RICO
ON MARCH 24, 2023

BEFORE:

JORGE ANTONIO MORALES CORDERO

BY:

BOQUERÓN WARD, LLC
(SELLER);

CABO ROJO LAND ACQUISITION LLC
(BUYER);

JOSÉ ENRIQUE PÉREZ CRUZ
(BUYER'S BROKER);

AND

EUGENIO SUÁREZ RIVERA
(SELLER'S BROKER)

----------**DEED NUMBER TWO (2)** ----------

----------**PURCHASE AND SALE**----------

---In the Municipality of San Juan, Commonwealth of Puerto Rico, on this twenty-fourth (24th) day of March, two thousand twenty-three (2023). ---

---------- **BEFORE ME**----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with offices and residence in San Juan, Puerto Rico. ----------

---------- **APPEAR** ----------

---**AS THE PARTY OF THE FIRST PART: BOQUERÓN WARD, LLC** (hereinafter referred to as "SELLER"), a limited liability company organized, existing and in good standing in accordance with the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, José A. Díaz-Brugueras, of legal age, single, attorney and resident of San Juan, Puerto Rico, and whose authority to represent SELLER in this public deed arises from that certain Certificate of Resolutions of Boquerón Ward, LLC, executed by Eldad Israel, in his capacity as Secretary of Boquerón Ward, LLC, on March twenty-one (21) two thousand twenty-three (2023), in Palm Beach, Florida, before Notary Public James Jean Charles. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of Notary Public James Jean Charles through the search engine of the Department of State of the State of Florida. I further certify that I have examined the original of the aforesaid Certificate of Resolutions of Boquerón Ward, LLC, and that, in my opinion, it is adequate and sufficient, and complies with all legal requirements needed to authorize Mr. Díaz-Brugueras to appear herein on behalf of SELLER. ----------

---**AS THE PARTY OF THE SECOND PART: CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "BUYER"), a limited liability company organized, existing and in good standing in accordance with the laws of the State of Delaware, United States of America,

JORGE A. MORALES CORDERO ABOGADO NOTARIO

represented herein by its Authorized Representative, Gladys Omayra Fontánez Reyes, who is of legal age, single, attorney at law and resident of San Juan, Puerto Rico, and whose authority to represent BUYER in this public deed arises from the Certificate of Resolution of BUYER, signed by Eileen Sawyer, as Manager of BUYER, on March eleven (11), two thousand twenty three (2023), in New York, New York, before Notary Public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of Notary Public Eric Orenstein through the search engine of the Department of State of the State of New York. I further certify that I have examined the original of the aforesaid Certificate of Resolution of Cabo Rojo Land Acquisition LLC, and that, in my opinion, it is adequate and sufficient, and complies with all legal requirements needed to authorize Ms. Fontánez Reyes to appear herein on behalf of BUYER. ----------



---**AS THE PARTY OF THE THIRD PART: JOSÉ ENRIQUE PÉREZ CRUZ,** also known as José E. Pérez (hereinafter referred to as "BUYER's BROKER"), who is of legal age, married, real estate broker and resident of Bayamón, Puerto Rico; and----------

---**AS THE PARTY OF THE FOURTH PART: EUGENIO SUÁREZ RIVERA** (hereinafter referred to as "SELLER's BROKER"), who is of legal age, single, real estate broker and resident of Cabo Rojo, Puerto Rico.----------

---I, the Notary, do hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgement they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily, ----------

----------**STATE AND AGREE** ----------

---**FIRST:** SELLER is the sole owner of fee simple title ("*pleno dominio*") and has the possession of the parcel of land described in the Spanish language, in the San Germán Section of the Registry of the

Property of Puerto Rico (the "Registry") as follows, hereinafter referred to as the "Property":----------

---**"RUSTICA:** Parcela marcada con el número setenta y cuatro (74), radicada en el Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida de quince mil quinientos cincuenta y cinco punto mil novecientos cincuenta y tres (15,555.1953) metros cuadrados. En linderos: por el NORTE, en tres (3) alineaciones de cinco punto ochocientos setenta y cuatro (5.874) metros, veintisiete punto setecientos diecisiete (27.717) metros y treinta y dos punto novecientos sesenta (32.960) metros, con área de uso público a dedicarse a zona marítimo terrestre y en treinta y cuatro punto novecientos setenta y dos (34.972) metros, con el solar marcado número uno (1) en el plano de inscripción; por el SUR, en dos (2) alineaciones de cincuenta punto seiscientos ochenta y cuatro (50.684) metros y cincuenta punto seiscientos noventa (50.690) metros con terrenos de otros dueños; por el ESTE, en dos (2) alineaciones de setenta y siete punto quinientos treinta y siete (77.537) metros y ciento dieciséis punto cuatrocientos noventa y nueve (116.499) metros, con la parcela número setenta y cinco (75), propiedad de Quinino Merino Pedroso; y por el OESTE, en una (1) alineación de setenta y siete punto quinientos treinta y siete (77.537) metros, con parcela número cuarenta y dos (42) de Enrique Carlo Aymat y en ciento catorce punto ciento veintinueve (114.129) metros, con el solar marcado número uno (1) en el plano de inscripción."----------

---The Property is identified in the Registry as property number 31,178, recorded at page 151 of volume 916 of Cabo Rojo, Section of San Germán of the Registry.----------

---The Property was acquired by SELLER through deed number seven (7), executed in San Juan, Puerto Rico, on March three (3), two thousand six (2006), before notary public Jaime R. Berríos, recorded at the overleaf of page 151 of volume 916 of Cabo Rojo, Section of San Germán of the Registry, third (3rd) inscription. ----------

---The real property tax identification numbers ("números de catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to the Property are:----------

-----(i) Four hundred two dash zero zero seven dash three hundred twenty-seven dash zero two dash zero zero zero (402-007-327-02-000);----------

-----(ii) Four hundred two dash zero zero seven dash three hundred twenty-seven dash zero three dash zero zero zero (402-007-327-03-000);

-----(iii) Four hundred two dash zero zero seven dash three hundred twenty-seven dash zero four dash zero zero zero (402-007-327-04-000); and----------

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-----(iv) Four hundred two dash zero zero seven dash three hundred twenty-seven dash zero five dash zero zero zero (402-007-327-05-000);

---By itself, the Property is free and clear of liens and encumbrances. By its origin, the Property is subject to the following liens and encumbrances, which shall be considered permitted encumbrances for purposes of this public deed: ----------

-----A. Restrictive covenants of edification and use. ----------

-----B. Three (3) right of way easements. ----------

---**SECOND:** On February three (3), two thousand twenty-three (2023), SELLER granted to BUYER's affiliate, PR INVESTCO LLC ("PR Investco"), an option to purchase the Property, pursuant to an Option Agreement (the "Option Agreement") executed on said date. The parties hereto acknowledge and agree that PR Investco has assigned to BUYER all of its rights and obligations under the Option Agreement, and that BUYER is the permitted assignee and successor of PR Investco thereunder.----------



----------**PURCHASE AND SALE** ----------

---**THIRD:** In accordance with the Option Agreement, SELLER hereby sells, conveys and transfers fee simple title ("*pleno dominio*") to the Property and the possession thereof to BUYER, and BUYER hereby purchases from SELLER fee simple title ("*pleno dominio*") to the Property and the possession thereof, in accordance with the following---

----------**TERMS AND CONDITIONS**----------

-----**One:** The purchase price of the Property is the lump sum of ONE MILLION FIVE HUNDRED THOUSAND DOLLARS ($1,500,000.00) (hereinafter the "Purchase Price"). The Purchase Price is not subject or conditioned to an appraisal report, and the SELLER shall have no obligation to adjust or reduce the Purchase Price as a result of any appraisal report(s) obtained by BUYER or anybody else.----------

-----**Two:** The Purchase Price is payable as follows:----------

----------A. The sum of ONE HUNDRED FIFTY THOUSAND

DOLLARS ($150,000.00) was paid by BUYER to SELLER's BROKER simultaneously with the execution of the Option Agreement, and has been paid by SELLER's BROKER to SELLER simultaneously with the execution of this public deed. SELLER hereby acknowledges receipt of said sum in form and substance acceptable to SELLER. ----------

----------B. The sum of ONE MILLION THREE HUNDRED FIFTY THOUSAND DOLLARS ($1,350,000.00) has been paid by BUYER to SELLER simultaneously with the execution of this public deed, and SELLER hereby acknowledges receipt thereof in form and substance acceptable to BUYER.----------

---**Three:** This public deed entitles BUYER to the immediate possession of the Property, without any additional formality, document or request. -

---**Four:** All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of SELLER and, thereafter, those corresponding exclusively to any period after this date, are for the account of BUYER. ----------

---**Five:** SELLER hereby delivers to BUYER fee simple title ("pleno dominio") to the Property, vacant, and free and clear of liens, encumbrances or defects, "as is, where is", subject only to the restrictive covenants and rights of way mentioned in paragraph FIRST of this public deed. ----------

---**Six:** BUYER specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) SELLER hereby sells and BUYER hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) BUYER is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from SELLER or any of SELLER's agents employees, members, representatives, attorneys or brokers (each such party a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the

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Property provided by SELLER to BUYER (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof (including, without limitation, structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities, electrical, mechanical HVAC, plumbing, sewage, and utility systems, facilities, and appliances, soils, geology, and groundwater); (b) the dimensions, area, and lot size of the Property and the square footage of the buildings or improvements located thereon, if any, or of any tenant space therein; (c) the development or income potential, or rights of or relating to, the Property or the Property's use, habitability, merchantability, or fitness, or the suitability, value, or adequacy of the Property for any particular purpose, (d) the zoning of the Property or any other public or private restrictions on the use of the Property unknown to SELLER, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of Buyer or any other person to obtain any necessary governmental approvals, licenses, or permits for BUYER's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters regarding the operation of the Property. BUYER expressly acknowledges and agrees that BUYER is not relying on any representation or warranty of SELLER or any Seller Affiliate, whether implied, presumed or expressly provided at law or otherwise, arising by virtue of any statute, common law, or other legally binding right or remedy in favor of BUYER. BUYER further acknowledges and agrees that SELLER is under no duty to make any

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inquiry regarding any matter that may or may not be known to SELLER or any Seller Affiliate. Upon execution of this public deed, BUYER shall assume the risk of adverse matters relating to adverse investigations, and BUYER, upon execution of this public deed, shall be deemed to have waived, relinquished and released SELLER and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), unknown to SELLER, which BUYER might have asserted or alleged or may assert or allege in the future against SELLER or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution this public deed.----------



---**Seven:** The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of this public deed will be paid by BUYER.----------

---**Eight:** This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of the Commonwealth of Puerto Rico in the event of any litigation pursuant to this public deed. ----------

---**Nine:** All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties: ----------

----------TO SELLER: ----------
----------BOQUERÓN WARD, LLC ----------
----------619 Fort Lauderdale Beach Boulevard----------
----------Fort Lauderdale, Florida 33304 ----------
----------Electronic Mail: eddie.israel@gmail.com ----------
----------with a copy to: ----------
----------FERRAIUOLI LLC----------
----------PO Box 195168----------
----------San Juan, Puerto Rico 00919-5168 ----------
----------Att: Josean Díaz Brugueras ----------
----------Electronic Mail: jdiaz@ferraiuoli.com ----------

----------TO BUYER: ----------
----------CABO ROJO LAND ACQUISITION LLC ----------

----------733 Third Avenue----------
----------New York, NY 10017----------
----------Attention: Eileen Sawyer----------
----------Electronic Mail: roberto.ruiz@ccgc.com.do----------
---
----------TO BUYER's BROKER:----------
----------Calle Cádiz 1218----------
----------Puerto Nuevo----------
----------San Juan, PR 00920----------
----------Attention: José Enrique Pérez Cruz----------
----------Electronic Mail: passportre@gmail.com----------

----------TO SELLER's BROKER:----------
----------PO Box 971----------
----------Cabo Rojo, Puerto Rico 00622----------
----------Attention: Eugenio Suárez Rivera----------
----------Electronic Mail: eugeniosuarezpr@gmail.com----------

---**Ten:** SELLER represents and warrants to BUYER that, to the best of SELLER's knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances. EXCEPT FOR THE FOREGOING REPRESENTATION, BUYER ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER BY SELLER OR ANY AGENT, OFFICER, EMPLOYEE OR REPRESENTATIVE THEREOF REGARDING THE PROPERTY. BUYER HEREBY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS SALE IS MADE WITHOUT REPRESENTATION, COVENANT OR WARRANTY OF ANY KIND (WHETHER EXPRESS, IMPLIED OR STATUTORY) BY SELLER.----------

---**Eleven:** The appearing parties acknowledge that the BUYER's BROKER, mister José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy-eight (10,478), alone or in association with other broker(s), has acted as real estate broker representing BUYER in the transaction which is the subject of this purchase and sale deed. The fees to Mr. Pérez Cruz and his associate(s), if any, for said service are the responsibility of BUYER and have been paid by BUYER to BUYER's BROKER simultaneously with the

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ABOGADO NOTARIO

execution of this public deed. Said fees amount to SEVENTY-FIVE THOUSAND DOLLARS ($75,000.00), equivalent to five per cent (5%) of the Purchase Price of the Property, and BUYER's BROKER hereby acknowledges receipt thereof in form and substance acceptable to BUYER's BROKER. ----------

---**Twelve:** The appearing parties acknowledge that the SELLER's BROKER, mister Eugenio Suárez Rivera, real estate broker with Puerto Rico license number ten thousand four hundred seventy-eight (10,478), alone or in association with other broker(s), has acted as real estate broker representing SELLER in the transaction which is the subject of this purchase-sale deed. The fees to mister Eugenio Suárez Rivera and his associate(s), if any, for said services are the responsibility of SELLER and have been paid by SELLER to SELLER's BROKER simultaneously with the execution of this public deed. Said fees amount to SEVENTY-FIVE THOUSAND DOLLARS ($75,000.00), equivalent to five per cent (5%) of the purchase-sale price of the Property, and SELLER's BROKER hereby acknowledges receipt thereof in form and substance acceptable to SELLER's BROKER. ----------



---**Thirteen:** The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed. ----------

---**Fourteen:** In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgement or judicial order, then and in that event, the rest of this public deed will continue in full force and effect. ----------

---**Fifteen:** The parties hereto agree and oblige themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver whatever documents or instruments, public or private, which may be necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the

Registry, including, without limitation, any Rectification Deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of BUYER, except that each party shall bear the fees of their respective counsel. ----------

---**FOURTH:** The Notary advises BUYER as to the importance of filing the corresponding Property Tax Exemption and/or Change of Ownership Applications in the Municipal Revenue Collection Center (CRIM), and to obtain before the execution of this Deed, a Certification indicating whether the Property owes any sums related to property taxes. According to the Law, BUYER is responsible for filing at the Municipal Revenue Collection Center (CRIM) within the next thirty (30) days the corresponding application for Property Tax Exemption and /or Change of Ownership. The BUYER hereby declares that it is fully aware of the above-mentioned obligations and releases the subscribing Notary from this responsibility. ----------



----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed as drafted, to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ----------

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing notary public, and therefore, the parties agree to release the notary public from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstract was prepared by Capital Title Services Inc., and dated March sixteen (16), two thousand twenty-three (2023); ----------

-----(c) that subsequent to the date of such title abstract and before the

presentation for recording of this Deed, other documents may be presented or recorded in the Registry of the Property of Puerto Rico that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry of the Property of Puerto Rico as of the date of the title abstract. ----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry of the Property of Puerto Rico, or direct corroboration by examining the books of the Registry of the Property of Puerto Rico, and that the negative certification of the Registry of the Property of Puerto Rico does not exclude the possibility of liens recorded after the date of the certification; ----------

-----(e) the right of the BUYER to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.;----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property; ----------

-----(h) of the importance of recording a copy of this Deed in the Registry of the Property of Puerto Rico, the costs relating thereto and of the consequences that would result if a certified copy of this Deed is not recorded in the Registry of the Property of Puerto Rico; ----------

-----(i) of the desirability of performing a search of the records of the Municipal Revenue Collection Center (CRIM) to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute

JORGE A. MORALES CORDERO
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a senior, preferred statutory lien on the Property; ----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations; ----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its content.----------

-----(l) of the need and consequences to the SELLER of filing the "*Planillas Informativas Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles*" with the Puerto Rico Treasury Department; and ------

-----(m) that they have received the orientation required by the Federal Law for the reduction of risks provoked by lead based paints in residential dwellings ("Residencial Lead-Paint Hazard Reduction Act", 42 U.S.C. §§ 4851 et seq.). In addition, it has been complied with the Disclosure Rule required by the Housing and Urban Development Department of the United States of America (HUD) and the Environmental Protection Agency (EPA) about the reach of these warnings in case there exists a structure in the Property, leaving the authorizing notary public free of any responsibility to this effect. ----------

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

----------**READING, ACCEPTANCE AND EXECUTION**---------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed as drafted, to their entire satisfaction, having I, the Notary Public, made to the appearing parties the necessary legal warnings concerning its execution. I, the Notary, hereby certify that this Deed was read by the persons appearing herein; that I advised them of their right to have witnesses present at the execution hereof, which right they have waived; that they acknowledge that they understand the contents of this Deed and the legal effects thereof; and that thereupon they signed this Deed before me and affixed their initials to each and every page hereof. ----------

---

---As to everything else contained in this public instrument, I the Notary,

ATTEST AND GIVE FAITH. ----------

---Signed, sealed, marked and flourished by the authorizing Notary, Jorge Antonio Morales Cordero.----------

---Therein also appear the signature of the appearing parties and their initials on the margin of each page. The corresponding internal revenue stamps, legal assistant stamps and the notarial tax stamp are adhered thereon. ------

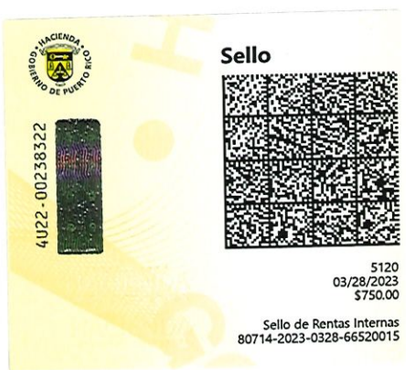
---I, the Notary, CERTIFY that the foregoing is a true and exact copy of Deed Number Two (2), which contains thirteen (13) pages (folios), the original of which forms part of my protocol of public instruments for the year two thousand twenty-three (2023).----------

---IN WITNESS WHEREOF, and to deliver to Cabo Rojo Land Acquisition LLC, I issue the first certified copy, which I sign, seal, mark and flourish in San Juan, Puerto Rico, on March twenty-four (24), two thousand twenty-three (2023). ----------

Notary Public

JORGE A. MORALES CORDERO
ABOGADO NOTARIO







DEPARTAMENTO *de* JUSTICIA
ESTADO LIBRE ASOCIADO DE PUERTO RICO

CERTIFICACIÓN DEL NOTARIO QUE PRESENTA DOCUMENTO EN EL REGISTRO DE LA PROPIEDAD INMOBILIARIA DE PUERTO RICO POR LA VÍA TELEMÁTICA

CERTIFICO: Que la copia en formato PDF de la Escritura Núm. Dos (2) sobre "Purchase and Sale", autorizada por mí en San Juan, Puerto Rico, el veinticuatro (24) de marzo de dos mil veintitrés (2023), que se está presentando en esta fecha en el Registro de la Propiedad, es una copia fiel y exacta de la copia certificada de dicha escritura.

En San Juan, Puerto Rico, hoy veintiocho (28) de marzo de dos mil veintitrés (2023).

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ABOGADO NOTARIO

Notario

---I HEREBY CERTIFY, that the first certified copy of the present deed was issued in favor of Buyer, at the same date and place of the execution thereof. I ATTEST. ----------

NOTARY

----------**DEED NUMBER FORTY-THREE (43)** ----------

----------**PURCHASE AND SALE** ----------

---In San Juan, Puerto Rico, on December nineteen (19), two thousand twenty-three (2023). ----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with residence and offices in San Juan, Puerto Rico.----------

----------**APPEAR**----------

---AS THE PARTY OF THE FIRST PART: **BRIAN LEE KING APPLEGATE**, of legal age, single, property owner and resident of Jacksonville, Florida, United States of America (hereinafter, "Seller") ---

---AS THE PARTY OF THE THIRD PART: **CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "Buyer"), a limited liability company organized, existing and in good standing under the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, GLADYS OMAYRA FONTÁNEZ REYES, who is of legal age, single, attorney at law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this Deed arises from a Certificate of Resolution of Buyer signed by Eileen Sawyer, as Manager of Buyer, on December fifteen (15), two thousand twenty-three (2023), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engines of the Department of State and the Office of Information Technology Services of the State of New York. I further certify that I have examined the aforesaid Certificate of Resolution of Buyer and that it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law, to authorize Ms. Fontánez Reyes to appear herein on behalf of Buyer. ----------

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---I hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective age, civil status, occupation and residence. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily,----------

----------**STATE AND AGREE**----------

---**FIRST:** Seller is the sole owner in fee simple title ("*pleno dominio*") and has the possession of the parcel of land described in the Spanish language as follows (hereinafter, the "Property"):----------

---"**RÚSTICA:** Parcela número ochenta y cinco (85) radicada en el Barrio Boquer6n, del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas y en lindes: por el **NORTE,** con las parcelas número sesenta y seis (66), número sesenta y siete (67) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el **SUR,** con terrenos del Señor José Fas; por el **ESTE,** con la parcela número ochenta y seis (86) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el **OESTE,** con la parcela número ochenta y cuatro (84) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela." ----------

---The Property is recorded at page 199 of volume 508 of Cabo Rojo, property number 18,725, Section of San Germán of the Registry of Property of Puerto Rico (the "Registry"). ----------

---The tax identification number ("*número de catastro*") assigned to the Master Property by the Municipal Revenues Collection Center ("CRIM") is 402-000-004-69-000.----------

----------**LIENS AND ENCUMBRANCES** ----------

---By its origin, the Property is free of liens and encumbrances. ----------

---By itself, the Property is subject to:----------

----(A) Restrictive covenants of edification and use for a term of twenty (20) years, constituted pursuant to Deed Number Five (5), executed in Mayagüez, Puerto Rico, on February eight (8), nineteen ninety-one (1991) before Notary Juan Agustín Rivero, rectified by Deed Number

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Sixteen (16), executed in Mayagüez, Puerto Rico, on May twenty-two (22), nineteen ninety-one (1991) before the aforementioned Notary, recorded at the margin of page 200 of volume 508 of Cabo Rojo, third (3rd) inscription. ----------

---**SECOND:** On December twenty (20), two thousand twenty-two (2022), Seller granted to Buyer's affiliate, PR Investco LLC ("PR Investco"), an option to purchase the Property, pursuant to Deed Number Thirty-Three (33), of Option to Purchase Real Estate, executed in San Juan, Puerto Rico, before Notary María del Rosario Pujol Thompson (hereinafter, the "Deed of Option"). The parties hereto acknowledge and agree that PR Investco has assigned to Buyer all of its rights and obligations under the Deed of Option, and that Buyer is the permitted assignee and successor of PR Investco thereunder. ----------

----------**PURCHASE AND SALE**----------

---**THIRD:** In accordance with the Deed of Option, Seller hereby sells, conveys and transfers fee simple title ("*pleno dominio*") to the Property and the possession thereof to Buyer, and Buyer hereby purchases from Seller fee simple title ("*pleno dominio*") to the Property and the possession thereof, in accordance with the following ----------

----------**TERMS AND CONDITIONS**----------

-----One: The purchase price of the Property is the lump sum of **SIX HUNDRED THIRTY THOUSAND DOLLARS ($630,000)** (hereinafter the "Purchase Price"). ----------

-----Two: The Purchase Price is payable as follows: ----------

------(A) The sum of THIRTY-ONE THOUSAND FIVE HUNDRED DOLLARS ($31,500) was paid by Buyer to Seller simultaneously with the execution of the Deed of Option, which amount has been credited in its entirety to the Purchase Price. ----------

------(B) Concurrently with the execution of this Deed, Buyer has delivered to Seller the sum of FIVE HUNDRED NINETY-EIGHT

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THOUSAND FIVE HUNDRED DOLLARS ($598,500). Said sum has been paid by Buyer to Seller by certified or manager's check to the order of Seller and Seller hereby acknowledges receipt thereof in form and substance acceptable to Buyer. ----------

-----Three: Buyer shall be entitled to the immediate possession of the Property, without any additional formality, document or request. ---------

-----Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of Seller and, thereafter, for the account of Buyer.----------

-----Five: Seller hereby delivers to Buyer fee simple title to the Property, vacant, and free and clear of all liens, encumbrances or defects. ----------

-----Six: Buyer specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) Seller hereby sells and Buyer hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from Seller or any of Seller's agents, employees, members, representatives, attorneys or brokers (each such party, a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by Seller to Buyer (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof, its facilities, soils, geology, and groundwater; (b) the dimensions, area, and size of the Property; (c) the development or income potential, or rights of or relating to the Property or the adequacy of the Property for any particular purpose, (d) the zoning or other legal status of the Property or any other public or private restrictions on the use of

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the Property, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of Buyer or any other person to obtain any necessary governmental approvals, licenses, or permits for Buyer's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters regarding the operation of the Property. Buyer further acknowledges and agrees that Seller is under no duty to make any inquiry regarding any matter that may or may not be known to Seller or any Seller Affiliate. Upon execution of this public deed, Buyer shall assume the risk of adverse matters relating to adverse investigations, and Buyer, upon execution of this public deed, shall be deemed to have waived, relinquished and released Seller and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which Buyer might have asserted or alleged or may assert or allege in the future against Seller or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution of this deed. ----------

-----Seven: Seller represents and warrants to Buyer that, to the best of Seller's knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that, to the best of Seller's knowledge, the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----Eight: The notarial fees, stamps on the original, stamps on the first

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certified copy, filing and recording rights of this Deed at the Registry will be paid by Buyer.----------

-----Nine: This Deed will be interpreted and governed in accordance with the laws of the Commonwealth of Puerto Rico. The appearing parties submit themselves to the exclusive jurisdiction of the Court of First Instance of the Commonwealth of Puerto Rico in the event of any litigation arising out of this Deed.----------

-----Ten: All notices to the parties pursuant to this Deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

----TO SELLER:----------

------BRIAN LEE KING APPLEGATE ----------
------10657 Plum Hollow Dr. ----------
------Jacksonville, FL 32222-1360 ----------
------Electronic Mail: kingtime4u@gmail.com----------

----TO BUYER:----------

------CABO ROJO LAND ACQUISITION LLC----------
------733 Third Avenue ----------
------New York, NY 10017----------
------Attention: Eileen Sawyer ----------
------Electronic Mail: roberto.ruiz@ccgc.com.do----------

-----Eleven: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

-----Twelve: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the remaining provisions of this Deed will continue in full force and effect.----------

-----Thirteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver such documents or instruments, public or private, which may be necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly

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recorded in the Registry, including, without limitation, any correction deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of Buyer, except that each party shall bear the fees of their respective counsel.----------

---**FOURTH:** Non-Resident Withholding. The authorizing Notary advises the parties that Section 1062.08 (g) of the Puerto Rico Internal Revenue Code of 2011, as amended (the "Tax Code"), 13 L.P.R.A. § 30278, requires the buyer of real property to withhold an amount equivalent to fifteen percent (15%) of the purchase price, to any United States citizen not residing in Puerto Rico during the tax year on which the sale transaction is consummated. For purposes of the relevant provisions of the Tax Code, "purchase price" means the total payment(s) made by the buyer under the purchase deed, reduced by: ----------

-----(a) the price for which seller acquired the property, as reflected in the corresponding public deed or private acquisition instrument. ----------

-----(b) the notarial tariff, internal revenue stamps and recordation fees paid by seller in connection with the cancellation of mortgages over the property; and ----------

-----(c) the commission paid by seller to the real estate agent in connection with the sale of the property.----------

---The Tax Code does not allow for any deduction in addition to the above items. Buyer is hereby advised by the Notary that if the non-resident withholding is not made as required by the Tax Code, Buyer will be liable before the Secretary of the Treasury for the payment of all amounts that should have been withheld. ----------

---**FIFTH**: The Notary advises Buyer as to the importance of filing the corresponding property change of ownership application before the CRIM, and to obtain, prior to the execution of this deed, a certification indicating whether any sums related to property taxes are owed by Seller.

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Pursuant to applicable law, Buyer is responsible for filing at the CRIM the corresponding application for property tax exemption and /or change of ownership, within thirty (30) days from the date of execution hereof. Buyer hereby declares that it is fully aware of the aforementioned obligations and releases the undersigned Notary from this responsibility.

----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ---

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstract was prepared by Capital Title Services Inc. and is dated December eighteen (18), two thousand twenty-three (2023); ----------

-----(c) that after the date of such title abstract and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry as of the date of the title abstract.----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification; ----------

-----(e) of the right of the Buyer to obtain a title insurance policy that

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guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.;----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property;----------

-----(h) of the importance of recording a copy of this deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this deed is not recorded at the Registry;----------

-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property;----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations;----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its contents.----------

-----(l) of the need and consequences to the Seller of filing the *Planilla Informativa Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles* with the Puerto Rico Treasury Department; and----------

-----(m) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et seq.*, is of application. The foregoing statute, and the regulations

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promulgated thereunder, impose on the Seller, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the Seller and their agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed.----------

----------**READING, ACCEPTANCE AND EXECUTION** ----------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their initials on each page thereof.----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

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---I HEREBY CERTIFY, that the first certified copy of the present deed was issued in favor of Buyer, at the same date and place of the execution thereof. I ATTEST. ----------

NOTARY

----------**DEED NUMBER THIRTY-ONE (31)** ----------

----------**PURCHASE AND SALE** ----------

---In San Juan, Puerto Rico, on September twenty-nine (29), two thousand twenty-three (2023).----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with residence and offices in San Juan, Puerto Rico.----------

----------**APPEAR**----------

---**AS PARTY OF THE FIRST PART: CAPSTONE DEVELOPMENT CORP.** (hereinafter, "Seller"), a corporation organized, existing and in good standing under the laws of the Commonwealth of Puerto Rico, represented herein by its authorized officer SONIA MARÍA MONROIG GARCÍA, of legal age, single, business executive and resident of San Juan, whose authority to represent Seller in this Deed arises from a Certificate of Corporate Resolution of Seller, executed in Humacao, Puerto Rico on September twenty-five (25), two thousand twenty-three (2023), under affidavit eight thousand five hundred nineteen (8,519) of Notary Maximino Maldonado Medina. I hereby certify that I have examined the aforesaid Certificate of Resolution and that it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law, to authorize Mrs. Monroig to appear herein on behalf of Seller. ----------

---**AS THE PARTY OF THE SECOND PART: CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, GLADYS OMAYRA FONTÁNEZ REYES, who is of legal age, single, attorney at law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this Deed arises from a Certificate of Resolution of Buyer signed by Eileen Sawyer, as

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Manager of Buyer, on September twenty-one (21), two thousand twenty-three (2023), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engines of the Department of State and the Office of Information Technology Services of the State of New York. I further certify that I have examined the aforesaid Certificate of Resolution of Buyer and that it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law, to authorize Ms. Fontánez Reyes to appear herein on behalf of Buyer.----------

---I hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective age, civil status, occupation and residence. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily,----------

----------**STATE AND AGREE**----------

---**FIRST:** Seller is the sole owner in fee simple title ("*pleno dominio*") and have the possession of the parcels of land described in the Spanish language as follows (hereinafter, sometimes jointly referred to as, the "Property"):----------

----------PROPERTY A----------

---"***RUSTICA:*** *Parcela número sesenta y ocho (68), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de veinte mil setecientos catorce punto nueve mil trescientos quince (20,714.9315) metros cuadrados, equivalentes a cinco punto dos mil setecientos cuatro (5.2704) cuerdas. En lindes: por el NORTE, con camino a dedicarse a uso público y la parcela número setenta y uno (71); por el SUR, con la parcela número ochenta y cuatro (84); por el ESTE, con las parcelas número setenta y uno (71), setenta y tres (73) y sesenta y cinco (65); y por el OESTE, con camino a dedicarse a uso público.*" ----------

---Property A is identified in the Registry of Property of Puerto Rico (the "Registry") as property number 18,714, recorded at page 133 of volume 508 of Cabo Rojo, San Germán section of the Registry.----------

---The tax identification number ("*número de catastro*") assigned to

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Property A by the Municipal Revenues Collection Center ("CRIM") is 402-017-327-06-000.----------

----------PROPERTY B ----------

---"***RÚSTICA:*** *Parcela Número Ochenta y Cuatro (84), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de diecinueve mil seiscientos noventa y uno punto nueve mil novecientos setenta y tres (19,691.9973) metros cuadrados, equivalentes a cinco punto cero ciento dos (5.0102) cuerdas. En lindes: por el NORTE, con la parcela número sesenta y ocho (68); por el SUR, con camino a dedicarse a uso público; por el ESTE, con la parcela número sesenta y cinco (65); y por el OESTE, con camino a dedicarse a uso público.*" ----------

---Property B is identified in the Registry as property number 18,724, recorded at page 193 of volume 508 of Cabo Rojo, San Germán section of the Registry. ----------

---The tax identification number ("*número de catastro*") assigned to Property B by the CRIM is 402-017-327-07-000. ----------

----------**TITLE** ----------

---Property A and Property B were acquired by Seller pursuant to Deed Number Three (3), executed in Cabo Rojo, Puerto Rico, on January thirty (30), two thousand eight (2008), before Notary Osvaldo Ortiz Medina, rectified by Deed Number Fifteen (15), executed in Cabo Rojo, Puerto Rico, on May twenty-seven (27), two thousand nine (2009) before the same Notary, recorded at page 56 of volume 864 of Cabo Rojo, as to Property A, and at page 86 of volume 864 of Cabo Rojo, as to Property B, seventh (7th) inscription in both properties. ----------

----------**LIENS AND ENCUMBRANCES** ----------

---By their origin, Property A and Property B are free and clear of liens and encumbrances. ----------

---By itself, Property A is subject to: ----------

----(A) Mortgage securing a promissory note, in favor of its Bearer, in the principal sum of Thirty-Two Thousand Five Hundred Dollars ($32,500.00), with interest at the rate of ten percent (10%) per annum, due upon demand, constituted as per Deed Number One Hundred Twelve (112), executed in Mayagüez, Puerto Rico, on March twenty-three (23),

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two thousand twelve (2012), before Notary Javier B. Sepúlveda Rivera, recorded at page 56 of volume 864 of Cabo Rojo, ninth (9th) inscription. The aforementioned mortgage note and mortgage were cancelled pursuant to Deed Number twenty-nine (29), of Cancellation of Mortgage, executed in San Juan, Puerto Rico on September twenty-nine (29), two thousand twenty-three (2023) before the undersigned Notary, which will be filed at the Registry concurrently with the presentation of this Deed. ----By itself, Property B is subject to: ----------

----(A) Mortgage securing a promissory note, in favor of its Bearer, in the principal sum of Thirty-Two Thousand Five Hundred Dollars ($32,500.00), with interest at the rate of ten percent (10%) per annum, due upon demand, constituted as per Deed Number One Hundred Thirteen (113), executed in Mayagüez, Puerto Rico, on March twenty-three (23), two thousand twelve (2012), before Notary Javier B. Sepúlveda Rivera, recorded at page 86 of volume 864 of Cabo Rojo, ninth (9th) inscription. The aforementioned mortgage note and mortgage were cancelled pursuant to Deed Number thirty (30), of Cancellation of Mortgage, executed in San Juan, Puerto Rico on September twenty-nine (29), two thousand twenty-three (2023) before the undersigned Notary, which will be filed at the Registry concurrently with the presentation of this Deed. ----------

---**SECOND:** On February three (3), two thousand twenty-three (2023), Seller granted to Buyer's affiliate, PR INVESTCO LLC ("PR Investco"), an option to purchase the Property, pursuant to a Real Estate Purchase Agreement executed on such date (hereinafter, the "Purchase Agreement"). The parties hereto acknowledge and agree that PR Investco has assigned to Buyer all of its rights, duties and obligations under the Purchase Agreement, pursuant to the terms of an *Assignment and Assumption of Rights under Option Agreement* executed on even date herewith, and that Buyer is the permitted assignee and successor of PR Investco thereunder. ----------

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----------**PURCHASE AND SALE**----------

---**THIRD:** In accordance with the Purchase Agreement, Seller hereby sells, conveys and transfers fee simple title ("*pleno dominio*") to the Property and the possession thereof to Buyer, and Buyer hereby purchases from Seller fee simple title ("*pleno dominio*") to the Property and the possession thereof, in accordance with the following ----------

----------**TERMS AND CONDITIONS**----------

-----One: The purchase price of the Property is the lump sum of **TWO MILLION SIX HUNDRED THOUSAND DOLLARS ($2,600,000)** (hereinafter the "Purchase Price"). The Purchase Price is not subject or conditioned to an appraisal report or survey, and Seller shall have no obligation to adjust or reduce the Purchase Price as a result of any appraisal report(s) or survey(s) obtained by Buyer or anybody else. Of the Purchase Price, (i) the sum of ONE MILLION THREE HUNDRED THOUSAND DOLLARS ($1,300,000) corresponds to Property A; and (ii) the sum of ONE MILLION THREE HUNDRED THOUSAND DOLLARS ($1,300,000) corresponds to Property B. ----------

-----Two: The Purchase Price has been paid as follows: ----------

----------A. The sum of TWO HUNDRED SIXTY THOUSAND DOLLARS ($260,000) was paid by Buyer to Seller concurrently with the execution of the Purchase Agreement, which amount is being applied in its entirety to the Purchase Price.----------

----------B. The sum of TWO MILLION THREE HUNDRED FORTY THOUSAND DOLLARS ($2,340,000) has been paid by Buyer to Seller concurrently with the execution hereof, and Seller hereby acknowledges receipt thereof. ----------

-----Three: Buyer shall be entitled to the immediate possession of the Property, without any additional formality, document or request. ---------

-----Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for

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the account of Seller and, thereafter, for the account of Buyer.----------

-----Five: Seller hereby delivers to Buyer fee simple title to the Property, vacant, and free and clear of all liens, encumbrances or defects. ----------

-----Six: Buyer specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) Seller hereby sells and Buyer hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from Seller or any of Seller's agents, employees, members, representatives, attorneys or brokers (each such party, a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by Seller to Buyer (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof, its facilities, soils, geology, and groundwater; (b) the dimensions, area, and size of the Property; (c) the development or income potential, or rights of or relating to the Property or the adequacy of the Property for any particular purpose, (d) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of Buyer or any other person to obtain any necessary governmental approvals, licenses, or permits for Buyer's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses,

JORGE A. MORALES CORDERO ABOGADO NOTARIO

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revenue or expense projections or other financial matters regarding the operation of the Property. Buyer further acknowledges and agrees that Seller is under no duty to make any inquiry regarding any matter that may or may not be known to Seller or any Seller Affiliate. Upon execution of this public deed, Buyer shall assume the risk of adverse matters relating to adverse investigations, and Buyer, upon execution of this public deed, shall be deemed to have waived, relinquished and released Seller and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which Buyer might have asserted or alleged or may assert or allege in the future against Seller or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution of this deed. ----------

-----Seven: Seller represents and warrants to Buyer that, to the best of Seller's knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that, to the best of Seller's knowledge, the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----Eight: The notarial fees, stamps on the original, stamps on the first certified copy, filing and recording rights of this Deed at the Registry will be paid by Buyer.----------

-----Nine: This Deed will be interpreted and governed in accordance with the laws of the Commonwealth of Puerto Rico. The appearing parties submit themselves to the exclusive jurisdiction of the San Juan part of the Court of First Instance of Puerto Rico in the event of any litigation arising out of this Deed.----------

-----Ten: All notices to the parties pursuant to this Deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

JORGE A. MORALES CORDERO ABOGADO NOTARIO

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----TO SELLER:----------

------CAPSTONE DEVELOPMENT, CORP.----------
------1717 Avenida Ponce de León----------
------Apt. 1605 ----------
------Plaza Inmaculada 2----------
------San Juan, Puerto Rico 00912 ----------
------Attention: Federico L. Carlo Díaz----------
------Electronic Mail: federicocarlo68@gmail.com ----------

----TO BUYER:----------

------CABO ROJO LAND ACQUISITION LLC----------
------733 Third Avenue ----------
------New York, NY 10017----------
------Attention: Eileen Sawyer ----------
------Electronic Mail: roberto.ruiz@ccgc.com.do----------

-----Eleven: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

-----Twelve: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the remaining provisions of this Deed will continue in full force and effect.----------

-----Thirteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver such documents or instruments, public or private, which may be necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any correction deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of Buyer, except that each party shall bear the fees of their respective counsel.----------

---**THIRD:** The Notary advises Buyer as to the importance of filing the corresponding property tax exemption and/or change of ownership Application before the CRIM, and to obtain, prior to the execution of this deed, a certification indicating whether any sums related to property taxes are owed by Seller. Pursuant to applicable law, Buyer is responsible

JORGE A. MORALES CORDERO
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for filing at the CRIM the corresponding application for property tax exemption and /or change of ownership, within thirty (30) days from the date of execution hereof. Buyer hereby declares that it is fully aware of the aforementioned obligations and releases the undersigned Notary from this responsibility.----------

----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ---

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to title abstracts prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstracts were prepared by Capital Title Services Inc., and are dated as of August thirty-one (31), two thousand twenty-three (2023);----------

-----(c) that after the date of such title abstracts and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. Title abstracts are not title insurance and reflect only the state of the Property at the Registry as of the date thereof.----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification; ----------

-----(e) of the right of the Buyer to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event

JORGE A. MORALES CORDERO ABOGADO NOTARIO

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that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.;----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property;----------

-----(h) of the importance of recording a copy of this deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this deed is not recorded at the Registry;----------

-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property;----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations;----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its contents.----------

-----(l) of the need and consequences to the Seller of filing the *Planillas Informativas Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles* with the Puerto Rico Treasury Department; and----------

-----(m) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et seq.*, is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Seller, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of

JORGE A. MORALES CORDERO ABOGADO NOTARIO

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its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the seller and its agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed.----------

----------**READING, ACCEPTANCE AND EXECUTION** ----------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their initials on each page thereof.----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

JORGE A. MORALES CORDERO
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6.J.F.K

MORELL · CARTAGENA · DAPENA

JORGE ANTONIO MORALES CORDERO

Plaza 273 Suite 700
273 Ponce de León
San Juan, PR 00917-1934
787-723-1233; 787-729-1974
jorge.morales@mbcdlaw.com

CERTIFIED COPY OF DEED NUMBER TEN (10)

PURCHASE AND SALE

EXECUTED IN SAN JUAN, PUERTO RICO
ON JULY 21, 2023

BEFORE:

JORGE ANTONIO MORALES CORDERO

BY:

CD GROUP

("SELLER");

CABO ROJO LAND ACQUISITION LLC

("BUYER")

AND

JOSÉ ENRIQUE PÉREZ CRUZ

("BROKER")

----------**DEED NUMBER TEN (10)**----------

----------**PURCHASE AND SALE**----------

---In San Juan, Commonwealth of Puerto Rico, on July twenty-one (21), two thousand twenty-three (2023). ----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with offices and residence in San Juan, Puerto Rico.----------

----------**APPEAR**----------

---AS THE PARTY OF THE FIRST PART: **CD GROUP** (hereinafter referred to as "SELLER"), a private trust organized and existing in accordance with the laws of Puerto Rico, created as per deed number seventeen (17), executed on April twenty seven (27), two thousand nine (2009), before Notary Mario José García Incera (the "Deed of Trust"), represented herein by its trustees, OSCAR FRANCISCO CORDERO RODRÍGUEZ, of legal age, married to Myrna Maldonado Pérez, property owner and resident of Mayagüez, Puerto Rico; and GLORIA ENID SAAVEDRA SERRANO, of legal age, married to Luis Alberto Cruz Jiménez, property owner and resident of Quebradillas, Puerto Rico, who are authorized to execute this deed pursuant to the Deed of Trust. I, the Notary, hereby certify that I have read the Deed of Trust and that, in my opinion, it grants the aforesaid trustees sufficient legal power and authority to execute this Deed on behalf of SELLER. ----------

---AS THE PARTY OF THE SECOND PART: **CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "BUYER"), a limited liability company organized, existing and in good standing in accordance with the laws of Puerto Rico, represented herein by its Authorized Representative, Gladys Omayra Fontánez Reyes, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, and whose authority to represent BUYER in this Deed arises from the Certificate of

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Resolution of BUYER, signed by Eileen Sawyer, as Manager of BUYER, on July twenty (20), two thousand twenty-three (2023), in New York, New York, before Notary Public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of Notary Public Eric Orenstein through the search engine of the Department of State of the State of New York. I further certify that I have examined the original of the aforesaid Certificate of Resolution of Cabo Rojo Land Acquisition LLC, and that, in my opinion, it is adequate and sufficient, and complies with all legal requirements needed to authorize Ms. Fontánez Reyes to appear herein on behalf of BUYER.----

---AS THE PARTY OF THE THIRD PART: **JOSÉ ENRIQUE PÉREZ CRUZ** (hereinafter, the "BROKER"), who is of legal age, married, real estate broker and resident of Bayamón, Puerto Rico. ----------

---I, the Notary Public, do hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this Deed, and they freely and voluntarily ----------

----------**STATE AND AGREE**----------

---**FIRST:** SELLER is the owner in fee simple title ("*pleno dominio*") and has the possession of the parcel of land described in the Spanish language as follows (hereinafter the "Property"), as reflected in the books of the Registry of Property of Puerto Rico (the "Registry"):----------

---**"RUSTICA:** Parcela denominada ciento cinco (105). Parcela de terreno sita en el Barrio Boquerón, Sector El Combate, Carretera trescientos uno (301), kilómetro siete punto cuatro (7.4) interior, del término municipal de Cabo Rojo, Puerto Rico. Ubica en el Proyecto Bahía Bonita. El número de la finca principal de la cual se segrega esta parcela es el cincuenta y cinco guión cuatrocientos dos guión cero cero cero guión cero dos guión novecientos uno (55-402-000-02-901). Tiene una cabida superficial de diecinueve mil seiscientos cincuenta y tres punto cincuenta (19,653.50) metros cuadrados, equivalentes a cinco (5.00) cuerdas. En linderos: NORTE, en sesenta y cuatro punto cero cero uno (64.001) metros lineales, con la zona marítima terrestre de la Bahía de Boquerón; SUR, en dos (2) alineaciones que totalizan cuarenta y cinco punto setecientos seis (45.706) metros lineales y treinta y ocho (38) metros lineales, con la servidumbre de paso que sirve al solar y en siete

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punto cincuenta (7.50) metros lineales, con la parcela número sesenta y dos (62) del Proyecto Bahía Bonita; ESTE, en dos (2) alineaciones que totalizan trescientos diecisiete punto quinientos setenta y siete (317.577) metros lineales, con terrenos de la Sucesión Ramírez de Arellano; y OESTE, en trescientos siete punto novecientos (307.900) metros lineales, con la parcela número ciento seis (106) del Proyecto Bahía Bonita. SERVIDUMBRE: en la esquina de la Parcela ciento cinco (105) en la cual convergen las colindancias Sur y Oeste ubica una servidumbre de paso que tiene una cabida superficial de doscientos ochenta y ocho punto noventa (288.90) metros cuadrados y sus colindancias son: Norte, en veintiocho punto doscientos seis (28.206) metros lineales, con los terrenos de la Parcela ciento cinco (105) del Proyecto Bahía Bonita; por el Sur, en treinta y ocho punto trescientos cuarenta y uno (38.341) metros lineales, con la Parcela número sesenta y dos (62) del Proyecto Bahía Bonita; por el Este, en siete punto cincuenta (7.50) metros lineales, con terrenos de la Parcela número ciento cinco (105) del Proyecto Bahía Bonita; por el Oeste, en siete punto quinientos uno (7.501) metros lineales, con terrenos de la Parcela número ciento seis (106) del Proyecto Bahía Bonita."----------

---The Property is recorded at the overleaf of page 115 of volume 836 of Cabo Rojo, San Germán Section of the Registry, property number 18,839 of Cabo Rojo, and its aforesaid legal description is as clarified by deed number one hundred seven (107), executed on August twenty-five (25), two thousand sixteen (2016), before Notary Luis Roberto Santos, recorded at page 115 of volume 856 of Cabo Rojo, fifth (5th) inscription.

---SELLER and BUYER acknowledge and agree that the area of the Property, net of the area of the right of way (*servidumbre*) included in the legal description of the Property, is nineteen thousand three hundred sixty four point sixty (19,364.60) square meters, equivalent to four point nine thousand two hundred sixty nine (4.9269) "cuerdas".----------

---The Property was acquired by SELLER through deed number sixteen (16), executed on June seventeen (17), two thousand ten (2010), before Notary Miguel A. Román Villanueva, recorded at the overleaf of page 115 of volume 836 of Cabo Rojo, sixth (6th) inscription.----------

---The Property is vacant and free of liens and/or encumbrances, except only (i) the right of way easement (*servidumbre*) included in the legal description of the Property; and (ii) any other right of ways which may appear in the books of the Registry as of the date of execution of this Deed (hereinafter, jointly, the "Rights of Way").----------

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--- The tax identification number ("*número de catastro*") assigned by the Municipal Revenues Collection Center ("CRIM") to the Property is 379-089-327-75-000. ----------

---**SECOND:** On July twenty-three (23), two thousand twenty-two (2022), SELLER granted to BUYER's affiliate, PR INVESTCO LLC ("PR Investco") an option to purchase the Property, pursuant to Deed Number Two (2) of Option to Purchase Real Estate, executed in San Juan, Puerto Rico on the aforesaid date before Notary Francisco Pujol Meneses (hereinafter, the "Deed of Option"). The parties hereto acknowledge and agree that PR Investco has assigned to BUYER all of its rights and obligations under the Deed of Option, and that BUYER is the permitted assignee and successor of PR Investco thereunder. ----------

----------**PURCHASE AND SALE**----------

---**THIRD:** Pursuant to the Deed of Option, SELLER hereby sells, conveys and transfers fee simple title ("*pleno dominio*") to the Property and the possession thereof to BUYER, and BUYER hereby purchases from SELLER fee simple title to the Property and the possession thereof, vacant and free of liens and encumbrances, subject only to the Rights of Way, in accordance with the following----------

----------**TERMS AND CONDITIONS**----------

-----One: The purchase price of the Property is the lump sum of ONE MILLION DOLLARS ($1,000,000) (hereinafter, the "Purchase Price"). The Purchase Price is not subject or conditioned to an appraisal report, and SELLER shall have no obligation to adjust or reduce the Purchase Price as a result of any appraisal report(s) obtained by BUYER or anybody else. ----------

-----Two: The Purchase Price is payable as follows: ----------

----------A. The sum of ONE HUNDRED THOUSAND DOLLARS ($100,000) was paid by BUYER to SELLER simultaneously with the execution of the Deed of Option, which amount is being applied in full

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to the Purchase Price. ----------

----------B. The sum of NINE HUNDRED THOUSAND DOLLARS ($900,000) has been paid by BUYER to SELLER simultaneously with the execution of this Deed, and SELLER hereby acknowledges receipt thereof in form and substance acceptable to BUYER. ----------

-----Three: This Deed entitles BUYER to the immediate possession of the Property, without any additional formality, document or request. -----

-----Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of SELLER and, thereafter, for the account of BUYER.------

-----Five: SELLER hereby delivers to BUYER fee simple title to the Property, vacant, and free and clear of liens, encumbrances or defects, "as is, where is", subject only to the Rights of Way. ----------

-----Six: BUYER specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) SELLER hereby sells and BUYER hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) BUYER is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from SELLER or any of SELLER's agents employees, members, representatives, attorneys or brokers (each such party a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by SELLER to BUYER (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof (including, without limitation, structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities, electrical, mechanical HVAC, plumbing,

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sewage, and utility systems, facilities, and appliances, soils, geology, and groundwater); (b) the dimensions, area, and lot size of the Property and the square footage of the buildings or improvements located thereon, if any, or of any tenant space therein; (c) the development or income potential, or rights of or relating to, the Property or the Property's use, habitability, merchantability, or fitness, or the suitability, value, or adequacy of the Property for any particular purpose, (d) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of BUYER or any other person to obtain any necessary governmental approvals, licenses, or permits for BUYER's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters regarding the operation of the Property. BUYER expressly acknowledges and agrees that BUYER is not relying on any representation or warranty of SELLER or any Seller Affiliate, whether implied, presumed or expressly provided at law or otherwise, arising by virtue of any statute, common law, or other legally binding right or remedy in favor of BUYER. BUYER further acknowledges and agrees that SELLER is under no duty to make any inquiry regarding any matter that may or may not be known to SELLER or any Seller Affiliate. Upon execution of this Deed, BUYER shall assume the risk of adverse matters relating to adverse investigations, and BUYER, upon execution of this Deed, shall be deemed to have waived, relinquished and released SELLER and all Seller Affiliates from and against any and all claims, of

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any and every kind or character (including attorneys' fees), known or unknown, which BUYER might have asserted or alleged or may assert or allege in the future against SELLER or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property.----------

-----Seven: The notarial fees, stamps on the original, stamps on the first certified copy and the recording rights of this Deed at the Registry will be paid by BUYER. ----------

-----Eight: This Deed will be interpreted in accordance with the laws of Puerto Rico and governed by them. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of the Commonwealth of Puerto Rico in the event of any litigation pursuant to this Deed. ----------

-----Nine: All notices to the parties pursuant to this Deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

------TO SELLER: ----------
------CD GROUP ----------
------PO Box 1731 ----------
------Cabo Rojo, PR 00623 ----------
------Electronic Mail: erik.domenech@gmail.com ----------

------TO BUYER:----------
------CABO ROJO LAND ACQUISTION LLC----------
------733 Third Avenue ----------
------New York, NY 1001 ----------
------Attention: Eileen Sawyer----------
------Electronic Mail: roberto.ruiz@ccgc.com.do----------

------TO THE BROKER: ----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920 ----------
------Attention: José Enrique Pérez Cruz----------
------Electronic Mail: passportre@gmail.com----------

-----Ten: SELLER represents and warrants to BUYER that, to the best of SELLER's knowledge, there are no toxic, dangerous, contaminated or

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contaminating substances in the Property, and that the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances. EXCEPT FOR THE FOREGOING REPRESENTATION, BUYER ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER BY SELLER OR ANY AGENT, OFFICER, EMPLOYEE OR REPRESENTATIVE THEREOF REGARDING THE PROPERTY. BUYER HEREBY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS SALE IS MADE WITHOUT REPRESENTATION, COVENANT OR WARRANTY OF ANY KIND (WHETHER EXPRESS, IMPLIED OR STATUTORY) BY SELLER. ----------



-----Eleven: The appearing parties acknowledge that the BROKER, José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy-eight (10,478), alone or in association with other brokers, has acted as real estate broker in the present transaction. The fees to Mr. Pérez Cruz and his associates, if any, for said service are the responsibility of BUYER and have been paid by BUYER to BROKER simultaneously with the execution of this Deed. Said fees amount to FIFTY THOUSAND DOLLARS ($50,000), equivalent to five per cent (5%) of the Purchase Price, and BROKER hereby acknowledges receipt thereof in form and substance acceptable to BROKER. ----------

-----Twelve: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

-----Thirteen: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the rest of this Deed will continue in full force and effect.

-----Fourteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver whichever documents or instruments, public or private, necessary and/or

required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any Rectification Deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of BUYER, except that each party shall bear the fees of their respective counsel.----------

---**THIRD:** The Notary advises BUYER as to the importance of filing the corresponding Change of Ownership Application at the CRIM, and to obtain before the execution of this Deed, a certification indicating whether any sums related to property taxes are owed in connection with the Property. Under applicable law, BUYER is responsible for filing at the CRIM within the next thirty (30) days the corresponding application for Change of Ownership. BUYER hereby declares that it is fully aware of the above-mentioned obligations and releases the subscribing Notary from this responsibility.----------

----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ----------

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstract was prepared by Capital Title Services Inc. and is dated July three (3), two thousand

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twenty-three (2023);----------

-----(c) that subsequent to the date of such title abstract and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry as of the date of the title abstract. ----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification; ----------

-----(e) the right of the BUYER to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, *et seq.*;----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property;----------

-----(h) of the importance of recording a copy of this Deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this Deed is not recorded at the Registry; ----------

-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property;----------

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations;----------

-----(k) that the appearing parties have the right to read this Deed either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its contents. ----------

-----(l) of the need and consequences to the SELLERS of filing the *Planilla Informativa Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles* with the Puerto Rico Treasury Department; and --------

-----(m) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et seq*., is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Seller, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the seller and its agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed. ----------

----------**READING, ACCEPTANCE AND EXECUTION** ---------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the

JORGE A. MORALES CORDERO
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execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their initials on each page thereof. ----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

---Signed, sealed, marked and flourished by the authorizing Notary, Jorge Antonio Morales Cordero. ----------

---Therein also appear the signature of the appearing parties and their initials on the margin of each page. The corresponding internal revenue stamps, legal assistant stamps and the notarial tax stamp are adhered thereon. ----------

---I, the Notary, CERTIFY that the foregoing is a true and exact copy of Deed Number Ten (10), which contains twelve (12) pages (folios), the original of which forms part of my protocol of public instruments for the year two thousand twenty-three (2023). ----------

---IN WITNESS WHEREOF, and to deliver to Cabo Rojo Land Acquisition LLC, I issue the first certified copy, which I sign, seal, mark and flourish in San Juan, Puerto Rico, on July twenty-one (21), two thousand twenty-three (2023). ----------

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

_____
NOTARY







DEPARTAMENTO *de* JUSTICIA

ESTADO LIBRE ASOCIADO DE PUERTO RICO

CERTIFICACIÓN DEL NOTARIO QUE PRESENTA DOCUMENTO EN EL REGISTRO DE LA PROPIEDAD INMOBILIARIA DE PUERTO RICO POR LA VÍA TELEMÁTICA

CERTIFICO: Que la copia en formato PDF de la Escritura Núm. Diez (10) sobre "Purchase and Sale", autorizada por mí en San Juan, Puerto Rico, el veintiuno (21) de julio de dos mil veintitrés (2023), que se está presentando en esta fecha en el Registro de la Propiedad, es una copia fiel y exacta de la copia certificada de dicha escritura.

En San Juan, Puerto Rico, hoy veintiséis (26) de julio de dos mil veintitrés (2023).

JORGE A. MORALES CORDERO

ABOGADO NOTARIO

_____

Notario

CONTRATO DE PROMESA RECIPROCA DE COMPRAVENTA

En San Juan, Puerto Rico, a ( ) de mayo de dos mil veinticuatro (2024),

COMPARECEN:

DE LA PRIMERA PARTE: DAVID CARTAGENA GARCIA y MIRIAM PEREZ VALENTIN, ambos mayores de edad, propietarios, casados entre sí y vecinos de Cabo Rojo, Puerto Rico, quienes comparecen en sus respectivas capacidades personales y como representantes de la sociedad legal de bienes gananciales que tienen constituida según las leyes de Puerto Rico y quienes, junto con dicha sociedad legal de bienes gananciales, serán llamados los "VENDEDORES" o la "PARTE VENDEDORA" en adelante en el presente contrato;

DE LA SEGUNDA PARTE: CABO ROJO LAND ACQUISITION LLC (en adelante la "COMPRADORA" o la "PARTE COMPRADORA"), una sociedad de responsabilidad limitada organizada y existente al amparo de las leyes del Estado Libre Asociado de Puerto Rico, con el número de seguro social patronal 66-0920011, representada en este contrato por su Representante Autorizada, GLADYS OMAYRA FONTANEZ REYES, mayor de edad, soltera, abogada y vecina de San Juan, Puerto Rico, quien está debidamente autorizada para representar a la COMPRADORA en el presente contrato, según surge de "Certificate of Resolution of CABO ROJO LAND ACQUISITION LLC", firmado en Nueva York, Estados Unidos de América, por Eileen Sawyer, en su capacidad de gerente de CABO ROJO LAND ACQUISITION LLC, el dos (2) de mayo de dos mil veinticuatro (2024), ante el notario público de Nueva York Eric Orenstein.

DE LA TERCERA PARTE: API BIENES RAICES Y ASOC., INC. (en adelante la "CORREDORA DE LOS VENDEDORES"), una corporación organizada y existente al amparo de las leyes de Puerto Rico, con el número de seguro social patronal 66-0692191, representada en este contrato por su Representante Autorizado, ELVIN ENRIQUE IRIZARRY SANCHEZ, quien es mayor de edad, casado, vecino de Cabo Rojo, Puerto Rico y corredor de bienes raíces con licencia de Puerto Rico número 12917, quien está debidamente autorizado para representar a la CORREDORA DE LOS VENDEDORES en el presente contrato, según surge de "Certificación de Resolución Corporativa de API BIENES RAICES Y ASOC., INC.", suscrita por Elvin Enrique Irizarry Sánchez, en su carácter de Secretario de API BIENES RAICES Y ASOC., INC., el día veintisiete (27) de febrero de dos mil ocho (2008), según afidávit número ocho mil sesenta y ocho (8,068), ante la notaria pública Alice Marie Comas Pérez; y

DE LA CUARTA PARTE: JOSE ENRIQUE PEREZ CRUZ, también conocido como José E. Pérez (en adelante el "CORREDOR DE LA COMPRADORA"), quien es mayor de edad, casado, vecino de Bayamón, Puerto Rico y corredor de bienes raíces con licencia de Puerto Rico número 10478; y libre y voluntariamente

EXPONEN Y CONVIENEN:

PRIMERO: Los VENDEDORES son dueños en pleno y absoluto dominio y tienen la posesión quieta y pacífica de una parcela de terreno localizada el kilómetro 0, hectómetro 005 de la Carretera Puerto Rico 301, en Boquerón, Cabo Rojo, Puerto Rico, la cual tiene la siguiente descripción según el Registro de la Propiedad de Puerto Rico (el "Registro") y la cual será denominada el "INMUEBLE" en adelante en el presente contrato:

> "RUSTICA: Porción de terreno radicado en el Barrio Boquerón de Cabo Rojo, Puerto Rico, con una cabida de SEIS PUNTO MIL TRESCIENTAS TREINTA Y SIETE CUERDAS (6.1337 cdas.), equivalentes a veinticuatro mil ciento siete punto ocho mil novecientos veintiséis (24,107.8926) metros cuadrados. Colindante, por el NORTE, con terrenos de Enrique Carlo Aymat; por el SUR, con los solares cinco (5), seis (6) y un área para dedicarla a uso público; por el ESTE, con terrenos de Willie Zajic; y por el OESTE, con terrenos de Belford Torres."
>
> Es el remanente de la finca luego de deducidas varias segregaciones, según consta de la escritura número doscientos treinta y cinco (235), otorgada en Cabo Rojo, Puerto Rico, el veintisiete (27) de septiembre de dos mil seis (2006), ante el notario público Rafael Doitteau Cruz, inscrita al folio doscientos catorce (214) del tomo novecientos trece (913) de Cabo Rojo, finca número diecinueve mil trescientos cinco (19,305), inscripción segunda (2da.).

El INMUEBLE está inscrito en el Registro de la Propiedad de Puerto Rico, Sección de San Germán (en adelante el "Registro"), al folio doscientos setenta (270) del tomo quinientos diecinueve (519) de Cabo Rojo, finca número diecinueve mil trescientos cinco (19,305).

Los VENDEDORES adquirieron el INMUEBLE, a título de compraventa, mediante escritura número ochenta y siete (87), otorgada en Cabo Rojo, Puerto Rico, el veintisiete (27) de diciembre de dos mil veintitrés (2023), ante el notario público Ramón Guillermo Vélez Rivera, presentada y pendiente de inscripción al Asiento dos mil veinticuatro guión cero cero dos tres seis uno guión S G cero uno (2024-002361-SG01) del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

Según el Registro, el INMUEBLE, por sí, está libre de cargas y gravámenes.

Según el Registro, el INMUEBLE, por su procedencia, está sujeto a una servidumbre a favor de la Autoridad de Energía Eléctrica de Puerto Rico (el "Gravamen Permitido").

SEGUNDO: El número de catastro asignado por el Centro de Recaudación de Ingresos Municipales ("CRIM") al INMUEBLE es el cuatrocientos tres guión cero cero cero guión cero cero dos guión dieciséis guión cero cero cero (403-000-002-16-000).

TERCERO: Mediante el presente contrato y sin necesidad de documento, trámite o acto adicional alguno, los VENDEDORES se comprometen y obligan irrevocablemente a vender el INMUEBLE a la COMPRADORA y la COMPRADORA se compromete y obliga irrevocablemente a comprarle el INMUEBLE a los VENDEDORES, según los términos y condiciones del presente contrato.

CUARTO: La escritura de compraventa del INMUEBLE en virtud del presente contrato (la "ESCRITURA DE COMPRAVENTA") se otorgará ante un notario público escogido por la COMPRADORA, dentro de los trescientos sesenta (360) días calendario consecutivos inmediatamente siguientes a la fecha del otorgamiento del presente contrato.

QUINTO: El precio de compraventa del INMUEBLE ascenderá a la suma alzada ("lump sum") de NOVECIENTOS MIL DÓLARES ($900,000), pagadera de la siguiente forma, y el mismo no estará sujeto a condición o ajuste de clase alguna:

5.1. La suma de CUARENTA Y CINCO MIL DÓLARES ($45,000) ha sido entregada a los VENDEDORES por la COMPRADORA simultáneamente con el otorgamiento del presente contrato, como depósito de buena fe, y, por dicha suma, los VENDEDORES otorgan en este acto el más eficaz recibo y formal carta de pago a favor de la COMPRADORA. Si la ESCRITURA DE COMPRAVENTA no puede otorgarse por razones atribuibles a los VENDEDORES, dicha suma será devuelta por los VENDEDORES a la COMPRADORA, sin intereses. De igual forma, si la ESCRITURA DE COMPRAVENTA no puede otorgarse por razones atribuibles a la COMPRADORA, dicha suma será perdida por la COMPRADORA. Dicha suma de CUARENTA Y CINCO MIL DÓLARES ($45,000) será aplicable al precio de compraventa del INMUEBLE.

5.2. El resto del precio de compraventa, es decir, la suma de OCHOCIENTOS CINCUENTA Y CINCO MIL DÓLARES ($855,000), será pagado en su totalidad por la COMPRADORA a los VENDEDORES, mediante cheque de gerente, simultáneamente con el otorgamiento de la ESCRITURA DE COMPRAVENTA.

SEXTO: Al otorgarse la ESCRITURA DE COMPRAVENTA, los VENDEDORES traspasarán a la COMPRADORA título en pleno y absoluto dominio sobre el INMUEBLE, y la posesión del mismo, libre de cargas, gravámenes y ocupantes, excepto el Gravamen Permitido.

SÉPTIMO: Antes del otorgamiento de la ESCRITURA DE COMPRAVENTA, o simultáneamente con dicho otorgamiento, los VENDEDORES cancelarán todas las

cargas y gravámenes que graven el INMUEBLE, si alguno, con la única excepción de los Gravamen Permitido. Las escrituras públicas de cancelación de dichas cargas y gravámenes, si alguna, se otorgarán ante un notario público escogido por la COMPRADORA.. Los honorarios notariales, sellos, comprobantes y derechos de inscripción de dicha(s) escritura(s) de cancelación, si alguna, serán por cuenta y cargo de los VENDEDORES.

OCTAVO: Según antes se ha expresado, la ESCRITURA DE COMPRAVENTA se otorgará ante un notario público escogido por la COMPRADORA. Los honorarios notariales, sellos en el original y primera copia certificada y derechos de inscripción de la ESCRITURA DE COMPRAVENTA serán por cuenta y cargo de la COMPRADORA.

NOVENO: La CORREDORA DE LOS VENDEDORES ha actuado como corredor e intermediario en la transacción objeto del presente contrato, en representación de los VENDEDORES, y sus honorarios por dichos servicios serán pagados por los VENDEDORES simultáneamente con el otorgamiento de la ESCRITURA DE COMPRAVENTA.

DECIMO: El CORREDOR DE LA COMPRADORA ha actuado como corredor e intermediario en la transacción objeto del presente contrato, en representación de la COMPRADORA, y sus honorarios por dichos servicios, ascendentes a CUARENTA Y CINCO MIL DÓLARES ($45,000), serán pagados por la COMPRADORA simultáneamente con el otorgamiento de la ESCRITURA DE COMPRAVENTA.

UNDECIMO: Las contribuciones sobre la propiedad inmueble y contribución especial (Ley 7), si alguna, correspondientes al INMUEBLE serán por cuenta y cargo de los VENDEDORES hasta la fecha del otorgamiento de la ESCRITURA DE COMPRAVENTA y por cuenta y cargo de la COMPRADORA a partir de entonces.

DUODECIMO: Al otorgarse la ESCRITURA DE COMPRAVENTA, la COMPRADORA comprará el INMUEBLE como está, donde está (“as is, where is”), descansando en su propia inspección del INMUEBLE y no en representación alguna por parte de los VENDEDORES acerca de la condición física del INMUEBLE, la posibilidad de su desarrollo y/o la posibilidad de obtener permisos, aprobaciones y/o endosos para su desarrollo y/o para construcciones en el mismo.

DECIMO TERCERO: Si alguna clausula o disposición del presente contrato fuere declarada nula por algún organismo con la debida jurisdicción y competencia, entonces el resto del contrato permanecerá en pleno vigor y efecto.

DECIMO CUARTO: En el presente contrato se usan indistintamente el plural y el singular, así como el masculino, el femenino, el neutro y los demás géneros.

DECIMO QUINTO: Las partes comparecientes se someten a la jurisdicción exclusiva del Tribunal General de Justicia del Estado Libre Asociado de Puerto Rico en

caso de cualquier reclamación o litigio relacionado con el presente contrato y/o la transacción objeto del mismo.

DECIMO SEXTO: El presente contrato será interpretado según las leyes de Puerto Rico y gobernado por las mismas.

DECIMO SEPTIMO: Este contrato no podrá modificarse verbalmente y solo podrá ser modificado mediante documento firmado por todas las partes aquí comparecientes.

DECIMO OCTAVO: La obligación de la COMPRADORA de comprar el INMUEBLE a tenor con el presente contrato no está condicionada en forma alguna a la obtención de financiamiento y la COMPRADORA representa y garantiza que cuenta con los fondos necesarios para el pago del precio de compraventa del INMUEBLE.

DECIMO NOVENO: Las notificaciones entre las partes en virtud del presente contrato deberán ser por escrito y enviadas por correo electrónico y por correo regular, con copias por correo certificado con acuse de recibo, a las siguientes direcciones de las partes:

A LOS VENDEODRES:

David Cartagena García
Miriam Pérez Valentín
PO Box 3
Cabo Rojo, PR 00623
Correo electrónico: davidcartagena011@gmail.com

A LA COMPRADORA:

CABO ROJO LAND ACQUISITION LLC
733 Third Avenue
New York, NY 10017
Atención: Eileen Sawyer
Correo electrónico: roberto.ruiz@ccgc.com.do

A LA CORREDORA DE LOS VENDEDORES:

API BIENES RAICES & ASOC., INC.
PO Box 445
Cabo Rojo, PR 00623
Correo electrónico: apibienesraices@gmail.com

AL CORREDOR DE LA COMPRADORA:

Calle Cádiz 1218
Puerto Nuevo
San Juan, PR 00920
Atención: José Enrique Pérez Cruz
Correo electrónico: passportre@gmail.com

VIGÉSIMO: Mediante la firma del presente contrato, la COMPRADORA queda autorizada a someter a las entidades y/o agencias gubernamentales pertinentes solicitudes de permisos, aprobaciones y endosos para el desarrollo en el INMUEBLE de parte de un proyecto residencial/turístico, cónsono con la zonificación del INMUEBLE.

VIGÉSIMO PRIMERO: Las partes comparecientes reconocen y acuerdan que el otorgamiento del presente contrato, el precio de compraventa del INMUEBLE, y los demás términos y condiciones contemplados en este contrato constituyen y deben considerarse información confidencial y no serán divulgados a terceras personas sin el expreso consentimiento escrito de las otras partes.

VIGÉSIMO SEGUNDO: El presente contrato podrá ser otorgado en contrapartes ("counterparts") y, una vez que todas las partes hayan firmado al menos una contraparte, todas las contrapartes formarán un solo contrato.

Y PARA QUE ASI CONSTE, las partes suscriben y otorgan el presente contrato, libre y voluntariamente, con el ánimo de quedar legalmente vinculadas y obligadas en virtud del mismo, en San Juan, Puerto Rico, en la fecha que aparece en el encabezamiento del presente contrato.

Los VENDEDORES

_____ _____
David Cartagena García Miriam Pérez Valentín

La COMPRADORA

CABO ROJO LAND ACQUISITION LLC

_____
Por: Gladys Omayra Fontanez Reyes
Representante Autorizada

La CORREDORA DE LOS VENDEDORES

API BIENES RAICES Y ASOC., INC.

_____
Por: Elvin Irizarry Sánchez

El CORREDOR DE LA COMPRADORA

_____
José Enrique Pérez Cruz

Afidávit Número:

Reconocido y suscrito ante mi por David Cartagena García y su esposa, Miriam Pérez Valentín, ambos mayores de edad, casados entre sí, propietarios y vecinos de Cabo Rojo, Puerto Rico, a quienes conozco personalmente. En San Juan, Puerto Rico, hoy _____ ( ) de abril de dos mil veinticuatro (2024).

_____
Notario Público

Afidávit Número:

Reconocido y suscrito ante mi por Gladys Omayra Fontanez Reyes en su carácter de Representante Autorizada de Cabo Rojo Land Acquisition LLC, mayor de edad, soltera, abogada y vecina de San Juan, Puerto Rico, a quien conozco personalmente. En San Juan, Puerto Rico, hoy _____ ( ) de abril de dos mil veinticuatro (2024).

_____
Notario Público

Afidávit Número:

Reconocido y suscrito ante mi por Elvin Irizarry Sánchez en su carácter de Representante Autorizado de API Bienes Raíces y Asoc., Inc., mayor de edad, casado, corredor de bienes raíces y vecino de Cabo Rojo, Puerto Rico, a quien conozco personalmente. En San Juan, Puerto Rico, hoy _____ ( ) de abril de dos mil veinticuatro (2024).

_____
Notario Público

Afidávit Número:

Reconocido y suscrito ante mi por José Enrique Pérez Cruz, mayor de edad, casado, corredor de bienes raíces y vecino de Bayamón, Puerto Rico, a quien conozco personalmente. En San Juan, Puerto Rico, hoy _____ ( ) de abril de dos mil veinticuatro (2024).

_____
Notario Público

CERTIFICO que en la misma fecha y lugar de su otorgamiento expedí primera copia certificada a favor de CABO ROJO LAND ACQUISITION LLC. DOY FE.

M-PLT

Notario(a) Público(a)

---DEED NUMBER TWENTY THREE (23)----------

------ DEED OF OPTION TO PURCHASE REAL ESTATE ------

---In the City of San Juan, Puerto Rico, on this fourteenth (14th) day of May, two thousand twenty four (2024),----------

---------- **BEFORE ME,** ----------

---MARIA DEL ROSARIO PUJOL THOMPSON, Attorney-at-Law and Notary Public in and for the Commonwealth of Puerto Rico, with residence in Guaynabo, Puerto Rico, and offices located at Suite two hundred (200), Puerta del Condado Building, one thousand ninety five (1095) Wilson Street, San Juan, Puerto Rico,----------

---------- **APPEAR:** ----------

---AS THE PARTY OF THE FIRST PART: CPD LLC (hereinafter "Seller"), a limited liability company organized, existing and in good standing in accordance with the laws of the Commonwealth of Puerto Rico, represented herein by its authorized representative, LEE DANIEL CARDONA RODRIGUEZ, who is of legal age, married, business executive and resident of Guaynabo, Puerto Rico, whose authority to represent Seller in this public deed arises from Certificate of Corporate Resolution of CPD LLC signed by Lee Daniel Cardona Rodríguez in his capacity of President of CPD LLC, executed on July thirty first (31st), two thousand twenty (2020), in San Juan, Puerto Rico, affidavit number one thousand three hundred twenty nine (1,329), before notary public Liza Michelle Ramos Santos, an original of which I, the Notary, hereby certify to have had before me, and which, in

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my opinion, is in full compliance with all legal requirements to authorize Lee Daniel Cardona Rodríguez to appear in this public deed on behalf of Seller;----------

---AS THE PARTY OF THE SECOND PART: CABO ROJO LAND ACQUISITION LLC (hereinafter "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of the Commonwealth of Puerto Rico, represented herein by its authorized representative, GLADYS OMAYRA FONTANEZ REYES, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this public deed arises from Certificate of Resolution of CABO ROJO LAND ACQUISITION LLC signed by Eileen Sawyer, in her capacity of Manager of CABO ROJO LAND ACQUISITION LLC, executed on May two (2), two thousand twenty four (2024), in New York, New York, United States of America, before notary public Eric Orenstein, an original of which I, the Notary, hereby certify to have had before me, and which, in my opinion, is in full compliance with all legal requirements to authorize Gladys Omayra Fontanez Reyes to appear in this public deed on behalf of Buyer; and----------

---AS THE PARTY OF THE THIRD PART: Mister **JOSE ENRIQUE PEREZ CRUZ**, also known as José E. Pérez (hereinafter the "Broker"), who is of legal age, married, real estate broker, and resident of Bayamón, Puerto Rico.----------

---I, the Notary, certify that I am personally acquainted with all the appearing parties, and through their statements, I further

G.D.F.R.

MARIA DEL ROSARIO PUJOL THOMPSON
ABOGADO-NOTARIO

certify as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and accordingly they do hereby----------

----------**STATE AND AGREE:**----------

---**FIRST:** The Property; Title, Liens and Encumbrances.------

-----One. Title. Seller is the sole owner of fee simple ("pleno dominio") and has the possession of the parcel of land described in the Spanish language as follows (hereinafter the "PROPERTY"):----------

---**"RUSTICA:** Parcela número treinta y uno (31), radicada en el Barrio Boquerón del término Municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO (5) CUERDAS, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En linderos: NORTE, con parcela número veintinueve (29) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela, antes, hoy con servidumbre de paso de diez (10) metros de ancho; por el SUR, con la parcela número treinta y nueve (39) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela, antes, hoy con terrenos de José Fas; por el ESTE, con la parcela número sesenta y cuatro (64) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela, antes, hoy con terrenos de José Fas; y por el OESTE, con la parcela número cuarenta y uno (41) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela, antes, hoy con la parcela número ochenta y tres (83). Para uso de fines agrícolas."----------

---The PROPERTY is property number eighteen thousand seven hundred eighty five (18,785), recorded at page two hundred sixty one (261) of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico (the "Registry").----------

---The PROPERTY was acquired by Seller as per Deed

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Number Eighteen (18), executed in Mayaguez, Puerto Rico, on March eight (8), two thousand twenty four (2024), before notary public Camille Rodríguez Franceschini, filed for recording at entry number two thousand twenty four dash zero four two four seven zero dash S G zero one (2024-042470-SG01), of Cabo Rojo, Section of San Germán of the Registry.----------

---The real property tax identification number ("número de catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to the PROPERTY is four zero two dash zero twenty seven dash three hundred twenty seven dash twenty two dash zero zero zero (402-027-327-22-000).----------

---The PROPERTY is subject to the following liens and/or encumbrances:----------

---By its origin, the PROPERTY is free and clear of liens and encumbrances.----------

---By itself, the PROPERTY is free and clear of liens and encumbrances.----------

---SECOND: Buyer wishes to acquire an option to buy the PROPERTY, with all its improvements, rights and annexes, and Seller wishes to grant, and hereby grants, said option to Buyer (hereinafter the "Option"), pursuant to this public instrument and in accordance with the following----------

----------TERMS AND CONDITIONS:----------

-----2.1. The purchase-sale price of the PROPERTY (the "Purchase-Sale Price") will be the lump sum of FOUR HUNDRED THIRTY FIVE THOUSAND DOLLARS

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($435,000) Said FOUR HUNDRED THIRTY FIVE THOUSAND DOLLARS ($435,000) will be paid as follows:----------

----------2.1.1. the sum of FOUR HUNDRED THIRTEEN THOUSAND TWO HUNDRED FIFTY DOLLARS ($413,250) will be payable in full, through manager's checks to the order of the Seller, simultaneously with the execution of the public purchase sale deed whereby Buyer will acquire fee simple title to the PROPERTY and the possession thereof, pursuant to the Option (the "Purchase-Sale Deed").----------

-----2.2. As consideration for the Option, Buyer has paid to Seller, simultaneously with the execution of this public deed or before its execution, the sum of TWENTY ONE THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($21,750), as good faith deposit (the "Deposit"), which will be non-reimbursable, except only as set forth below in this public deed, and which will be credited to the Purchase-Sale Price. Seller hereby acknowledges receipt of the Deposit.----------

-----2.3. The Option is granted for a term of one hundred (100) calendar days, starting on the date of execution of this public deed and ending on August twenty first (21st), two thousand twenty four (2024) (the "Term").----------

-----2.4 Upon the execution of the Purchase-Sale Deed, the Deposit will be credited to the Purchase-Sale Price of the PROPERTY.----------

-----2.5. If the Term ends and Buyer has not bought the PROPERTY within the Term (except for reasons attributable

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to Seller), then the Deposit will be lost by Buyer, and will become the property of Seller, as liquidated damages. If the PROPERTY cannot be bought by Buyer within the Term, for reasons attributable to Seller, then Seller will reimburse the Deposit to Buyer at the end of the Term and Buyer will continue to have the right to purchase the PROPERTY in accordance with the terms and conditions of this Option. The parties acknowledge that reasons attributable to Seller comprise only (i) the denial or inability of Seller to execute the Purchase-Sale Deed within the Term; and (ii) the inability of Seller to deliver to Buyer good title over the PROPERTY, free and clear of liens and encumbrances, except those imposed by laws and/or regulations.----------

-----2.6. The real estate property taxes payable to the Centro de Recaudaciones de Ingresos Muncipales ("CRIM"), and all special taxes (if applicable) of the PROPERTY will be the responsibility of Seller and payable by Seller up to the date of execution of the Purchase-Sale Deed (the "Closing Date"). Thereafter they shall be the responsibility of Buyer and payable by Buyer.----------

-----2.7. The Purchase-Sale Deed shall be executed before a notary public selected by Buyer.----------

-----2.8. Deeds to cancel any liens or encumbrances affecting the PROPERTY existing at the time of execution of the Purchase-Sale Deed, except any permitted encumbrances will be executed no later than the Closing Date, before a notary public selected by Buyer. All fees and

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expenses related to said cancellation(s) and its/their recording in the Registry shall be paid by Seller.----------

-----2.9. Through the Purchase-Sale Deed, Buyer will acquire recordable fee simple title to the PROPERTY and the possession thereof, "as is, where is", free and clear of occupants, liens and encumbrances, except permitted encumbrances disclosed in this deed, if any. During the Term of the Option, Seller will have the possession of the PROPERTY and will be allowed to conduct legal business activities in the PROPERTY.----------

-----2.10. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of this public deed and of the Purchase-Sale Deed will be paid by Buyer.----------

-----2.11. This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them.----------

-----2.12. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of Puerto Rico in the event of any litigation pursuant to this public deed.

-----2.13. All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

------TO SELLER:----------
------CPD LLC ----------
------Urbanización Finca Elena----------
------#86 Almendro Street----------
------Guaynabo, PR 00971----------
------Attention: Lee Daniel Cardona Rodríguez----------
------Electronic Mail: crel15273@gmail.com----------

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------TO BUYER:----------
------CABO ROJO LAND ACQUISITION LLC----------
-------250 Muñoz Rivera Avenue----------
-------Suite 440----------
-------San Juan, PR 00918----------
------Attention: Eileen Sawyer----------
-----Electronic Mail: roberto.ruiz@ccgc.com.do----------

------TO THE BROKER:----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920----------
------Attention: José Enrique Pérez Cruz----------
-----Electronic Mail: passportre@gmail.com----------

-----2.14. Seller represents and warrants to Buyer that, to the best of Seller's knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the PROPERTY, and that the PROPERTY has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----2.15. The appearing parties acknowledge that the Broker, mister José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the subject of this Option. The fees to Mr. Pérez Cruz and his associates, if any, for said service will be the responsibility of Buyer and paid simultaneously with the execution of the Purchase-Sale Deed, only if the Option is exercised by Buyer and Buyer buys the PROPERTY pursuant to the Option. Said fees will amount to TWENTY ONE THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($21,750), equivalent to five percent (5%) of the purchase-sale price of the PROPERTY. Seller will have no

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obligation to pay fees or commissions to the Broker.----------

-----2.16. The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed.----------

-----2.17. In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgement or judicial order, then and in that event the rest of this public deed will continue in full force and effect.

-----2.18. During the Term, Buyer and its employees, agents and/or contractors are authorized to enter the PROPERTY to make studies, identify boundaries, take measurements and make inspections, during business days and hours, and the persons entering the PROPERTY pursuant to this authorization will be responsible for the damages suffered or caused by them in the PROPERTY. Every employee who enters the PROPERTY pursuant to this authorization will be insured by a valid policy of the Puerto Rico State Insurance Fund, and, if applicable, of the "Chauffers' Insurance" or "Seguro Choferil". In addition, Buyer will have in place, during the term of the Option, a public liability insurance policy covering damages caused or suffered in the PROPERTY by the persons who enter it pursuant to this authorization, with a minimum coverage of ONE MILLION DOLLARS ($1,000,000) per occurrence. Seller will appear as co-insured in the policy, together with Buyer.----------

-----2.19. During the Term, Buyer is authorized to seek the approvals, permits and endorsements necessary for the

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development in the PROPERTY of a residential, recreational and tourism project, or of part of a residential, recreational and tourism project, provided the existing zoning of the PROPERTY is not changed, and that such approvals, permits and endorsements (i) comply with the requirements of the existing zoning of the PROPERTY; and (ii) do not negatively affect and/or diminish the value or quality of the PROPERTY. Seller hereby commits to confirm this authorization in writing if required by Buyer, for presentation to the corresponding public or governmental agencies and entities. If the PROPERTY is not purchased by Buyer, all approvals, permits and endorsements obtained by Buyer for the PROPERTY pursuant to the aforesaid authorization, and any studies, map surveys, designs or any other resource used to obtain those permits and approvals, will be transferred and assigned by Buyer to Seller at the end of the Term, at no cost to Seller.----------

-----2.20. The PROPERTY may not be altered during the Term, except only if specifically authorized in advance, in writing, by Seller and Buyer.----------

-----2.21. The Option is not transferable by Seller. Conversely, Buyer is authorized to transfer or assign this agreement and all its rights and obligations hereunder, at the sole option and discretion of Buyer.----------

---THIRD: Additional Documentation. The parties hereto agree to execute and deliver any additional instruments and documents that may be necessary to record the transaction

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contemplated in this deed in the Registry. Any costs and expenses, including attorneys' fees, incurred in connection with the execution of any additional instruments and documents shall be for the account of the Buyer.----------

---**FOURTH:** Request to the Registrar. The Honorable Registrar of the Property of Puerto Rico is respectfully requested to record in the Registry of the Property of Puerto Rico the Option, as set forth in this deed.----------

---**FIFTH:** If Buyer does not purchase the PROPERTY pursuant to the Option (except for reasons attributable to Seller), Buyer will, within thirty (30) consecutive calendar days after the end of the Term, at Buyer's cost and expense, (i) cancel the lien or encumbrance on the PROPERTY created by the Option; and (ii) file for recordation in the Registry any and all documents needed for the recording of said cancellation in the Registry. If the appearance of Seller is required in said cancellation, Seller will appear therein.---------

----------ACCEPTANCE AND WARNINGS----------

---The appearing parties to this deed accept the same as drafted because it has been drawn up in accordance with their stipulations, terms and conditions. I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this deed and they were fully advised by me thereon. Specifically, I advised them of the following:----------

-----(a) That any liens or encumbrances affecting title to the PROPERTY that may be filed for recordation prior to the filing of this deed may be legally binding and could take

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precedence over this deed.----------

-----(b) It is advisable to verify the status of liens and encumbrances on the PROPERTY as they may appear from the Registry on the date hereof and of the adverse consequences which may result from the failure to do so. To this effect, the appearing parties have been warned and advised by the subscribing Notary Public about the following: (i) that the digital system of recordation of the Digital Registry of Immovable Property of the Commonwealth of Puerto Rico provides Access to the Electronic Diary of Daily Operations, the Electronic Book of Recordations, and the Single Book of Liens ("Libro Unico de Embargos") twenty four (24) hours a day, seven (7) days a week for both inquiries and filings which may affect the registration or rights under this deed; (ii) that said electronic books have been reviewed up to the date of the title search prepared for this transaction; and (iii) that the authorizing Notary Public has not consulted the Registry in any way whatsoever after the date of the aforementioned title search, to all of which the appearing parties give their acceptance and compliance, being fully aware of its consequences.----------

-----(c) That this deed was prepared in accordance with title searches (the "Title Search"), prepared by Capital Title Services, LLC, a company engaged in such business, and not by the undersigned Notary. The aforementioned Title Search is dated April seventeen (17), two thousand twenty four (2024).----------

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-----(d) The appearing parties accept the Title Search mentioned above, and are satisfied with the contents thereof. Consequently, the appearing parties release the Notary from any responsibility due to errors or omissions in said Title Search and/or due to any changes in the title to the PROPERTY or in its liens and encumbrances that might occur between the date of the Title Search and the date this deed is presented to the Registry for registration.----------

-----(e) The necessity and convenience of obtaining a negative certification of debt from the Municipal Revenue Collection Center tax rolls (CRIM – Centro de Recaudaciones de Ingresos Municipales) regarding the PROPERTY.----------

-----(f) This deed must be recorded in the appropriate Section of the Registry of the Property of Puerto Rico in order to notify its existence to third-parties.----------

---The appearing parties waived the right which I advised them they had to have witnesses to the execution of this deed; but, upon my advice, made use of their right to read the same, and, finding it drafted to their entire satisfaction, having been advised by me, the Notary, of the pertinent legal warnings and reservations, acknowledging that they have understood this deed in all its parts, fully ratify and confirm the statements contained herein as the true and exact embodiment of their stipulations, terms, and conditions, proceed to sign before me, and to affix their initials on each folio of the same.----------

---And I, the Notary, do hereby CERTIFY AND ATTEST as to my personal knowledge or identification of the appearing

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parties and as to their personal circumstances, in accordance with their statements, as well as to all other things herein contained.----------

---I, the Notary, CERTIFY AND GIVE FAITH.----------

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MORELL · CARTAGENA · DAPENA

JORGE ANTONIO MORALES CORDERO

Plaza 273 Suite 700
273 Ponce de León
San Juan, PR 00917-1934
787-723-1233; 787-729-1974
jorge.morales@mbcdlaw.com

CERTIFIED COPY OF DEED NUMBER FORTY-TWO (42)

PURCHASE AND SALE

EXECUTED IN SAN JUAN, PUERTO RICO
ON DECEMBER 14, 2023

BEFORE:

JORGE ANTONIO MORALES CORDERO

BY:

DAVID CARTAGENA GARCÍA
MIRIAM PÉREZ VALENTÍN

("SELLERS")

AND

CABO ROJO LAND ACQUISITION LLC

("BUYER")

----------**DEED NUMBER FORTY-TWO (42)**----------

----------**PURCHASE AND SALE** ----------

---In San Juan, Puerto Rico, on this fourteenth (14th) day of December, two thousand twenty-three (2023) ----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with offices and residence in San Juan, Puerto Rico,----------

----------**APPEAR**----------

---AS THE PARTY OF THE FIRST PART: **DAVID CARTAGENA GARCÍA** and **MIRIAM PÉREZ VALENTÍN**, of legal age, married to each other, property owners and residents of Cabo Rojo, Puerto Rico (hereinafter, "Sellers"). ----------

---AS THE PARTY OF THE SECOND PART: **CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of Puerto Rico, represented herein by its Authorized Representative, Gladys Omayra Fontánez Reyes, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, and whose authority to represent Buyer in this public deed arises from the Certificate of Resolution of Buyer, signed by Eileen Sawyer, as Manager of Buyer, on August twenty-three (23), two thousand twenty-three (2023), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engines of the Department of State and the Office of Information Technology Services of the State of New York. I further certify that I have examined the original of the aforesaid Certificate of Resolution of Cabo Rojo Land Acquisition LLC, and that, in my opinion, it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law to

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authorize Ms. Fontánez Reyes to appear herein on behalf of Buyer. ------

---I, the Notary, do hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily ----------

----------**STATE AND AGREE**----------

---**FIRST:** Sellers are the owners in fee simple title ("*pleno dominio*"), and have the possession of the parcel of land described in the Spanish language as follows (hereinafter, the "Property"):----------

---"RUSTICA: Porción de terreno con una cabida de seis (6) cuerdas, equivalentes a dos (2) hectáreas, treinta y cinco (35) áreas, ochenta y dos (82) centiáreas y treinta y cuatro (34) miliáreas, radicada en el barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico. En lindes, por el NORTE, con terrenos propiedad de Enrique Carlo Aymat; por el SUR, con la carretera estatal número trescientos uno (301) que de Cabo Rojo conduce al Faro; por el ESTE, con porción de terreno propiedad de Belford Torres Vélez, antes, hoy James Cuevas; y por el OESTE, con terrenos de Belford Torres Vélez."----------

---The Property is recorded at page 135 of volume 146 of Cabo Rojo, property number 4,523, Section of San Germán of the Registry of Property of Puerto Rico (the "Registry").----------

---The Property was acquired by Sellers pursuant to Deed Number Thirteen (13), executed in Cabo Rojo, Puerto Rico, on March sixteen (16), two thousand twenty-two (2022), before Notary Ramón Guillermo Vélez Rivera, filed and pending recordation at *Karibe* entry 2022-039984-SG01.----------

---The tax identification number ("*número de catastro*") assigned by the Municipal Revenue Collection Center ("CRIM") to the Property is 403-000-002-15-000. ----------

---The Property is subject to the following liens and/or encumbrances:---

---By its origin, the Property is free and clear of liens and encumbrances.

---By itself, the Property is subject to:----------

-----A) Easement in favor of the Puerto Rico Electric Power Authority,

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resulting from Eminent Domain proceedings, in accordance with a Resolution issued on December twenty-seven (27), two thousand six (2006) by the Puerto Rico Court of First Instance, San Juan Part, under Civil Case Number KEF2006-0727 (1003), recorded at page 178 of volume 940 of Cabo Rojo, fifth (5tht) inscription (hereinafter, the "Permitted Encumbrance". ----------

---**SECOND:** Sellers granted to Buyer an option to purchase the Property, pursuant to a purchase agreement ("*Contrato de Promesa Recíproca de Compraventa*") executed on August twenty-eight (28), two thousand twenty-three (2023), later amended to extend the term of the option granted thereunder (hereinafter, the "Purchase Agreement"). ------

----------**PURCHASE AND SALE**----------

---**THIRD:** Pursuant to the Purchase Agreement, Sellers hereby sell, convey and transfer fee simple title ("*pleno dominio*") to the Property and the possession thereof to Buyer, and Buyer hereby purchases from Sellers fee simple title to the Property and the possession thereof, in accordance with the following----------

----------**TERMS AND CONDITIONS**----------

-----One: The purchase price is the lump sum of **NINE HUNDRED THOUSAND DOLLARS ($900,000)** (hereinafter, the "Purchase Price"). ----------

-----Two: The Purchase Price is payable as follows: ----------

------(A) The sum of FORTY-FIVE THOUSAND DOLLARS ($45,000) was paid by Buyer to Sellers prior to the execution hereof, as security deposit under the Purchase Agreement, which amount is being applied in its entirety to the Purchase Price. ----------

----------B. The sum of EIGHT HUNDRED FIFTY-FIVE THOUSAND DOLLARS ($855,000) has been paid by Buyer to Sellers concurrently with the execution hereof, through a manager's check issued to the order of Sellers, and Sellers hereby acknowledge receipt thereof in form and

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substance acceptable to Buyer. ----------

-----Three: Buyer shall be entitled to the immediate possession of the Property, without any additional formality, document or request. ---------

-----Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of Sellers and, thereafter, for the account of Buyer. ----------

-----Five: Sellers hereby deliver to Buyer fee simple title to the Property, vacant, and free and clear of all liens, encumbrances or defects, except for the Permitted Encumbrance. ----------

-----Six: Buyer specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) Sellers hereby sell and Buyer hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from Sellers or any of Sellers' agents, employees, members, representatives, attorneys or brokers (each such party, a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by Sellers to Buyer (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof, its facilities, soils, geology, and groundwater; (b) the dimensions, area, and size of the Property; (c) the development or income potential, or rights of or relating to the Property or the adequacy of the Property for any particular purpose, (d) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants,

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conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of Buyer or any other person to obtain any necessary governmental approvals, licenses, or permits for Buyer's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters regarding the operation of the Property. Buyer further acknowledges and agrees that Sellers are under no duty to make any inquiry regarding any matter that may or may not be known to Sellers or any Seller Affiliate. Upon execution of this public deed, Buyer shall assume the risk of adverse matters relating to adverse investigations, and Buyer, upon execution of this public deed, shall be deemed to have waived, relinquished and released Sellers and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which Buyer might have asserted or alleged or may assert or allege in the future against Sellers or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution of this deed.----------

-----Seven: Sellers represent and warrant to Buyer that, to the best of Sellers' knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that, to the best of Sellers' knowledge, the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----Eight: The notarial fees, stamps on the original, stamps on the first certified copy, filing and recording rights of this Deed at the Registry will be paid by Buyer.----------

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-----Nine: This Deed will be interpreted and governed in accordance with the laws of the Commonwealth of Puerto Rico. The appearing parties submit themselves to the exclusive jurisdiction of the Court of First Instance of the Commonwealth of Puerto Rico in the event of any litigation arising out of this Deed.----------

-----Ten: All notices to the parties pursuant to this Deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

----To SELLERS:----------

------David Cartagena García and Miriam Pérez Valentín----------
------PO Box 3----------
------Cabo Rojo, PR 00623 ----------
------Electronic Mail: davidcartagena011@gmail.com ----------

------To BUYER: ----------

------Cabo Rojo Land Acquisition LLC ----------
------733 Third Avenue ----------
------New York, NY 10017----------
------Attention: Eileen Sawyer----------
------Electronic Mail: roberto.ruiz@ccgc.com.do ----------

-----Eleven: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

-----Twelve: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the remaining provisions of this Deed will continue in full force and effect.----------

-----Thirteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver such documents or instruments, public or private, which may be necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any correction deed. Any costs and expenses incurred in connection with the execution

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and registration of any additional instruments and documents shall be for the account of Buyer, except that each party shall bear the fees of their respective counsel.----------

---**THIRD:** The Notary advises Buyer as to the importance of filing the corresponding property tax exemption and/or change of ownership Application before the CRIM, and to obtain, prior to the execution of this deed, a certification indicating whether any sums related to property taxes are owed by Sellers. Pursuant to applicable law, Buyer is responsible for filing at the CRIM the corresponding application for property tax exemption and /or change of ownership, within thirty (30) days from the date of execution hereof. Buyer hereby declares that it is fully aware of the aforementioned obligations and releases the undersigned Notary from this responsibility.----------

----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ---

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions in the preparation of such title abstract. Said title abstract was prepared by Maribel Vargas Ramos on November twenty-four (24), two thousand twenty-three (2023);----------

-----(c) that after the date of such title abstract and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance

and reflects only the state of the Property in the Registry as of the date of the title abstract.----------

-----(d) of the convenience of confirming the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification; ----------

-----(e) of the right of the Buyer to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.;----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property;----------

-----(h) of the importance of recording a copy of this deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this deed is not recorded at the Registry;----------

-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property;----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations;----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading,

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understanding and acceptance of its contents. ----------

-----(l) of the need and consequences to the Sellers of filing the *Planilla Informativas Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles* with the Puerto Rico Treasury Department; and ----------

-----(m) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et seq*., is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Seller, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the seller and its agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed.----------

----------**READING, ACCEPTANCE AND EXECUTION** ----------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

initials on each page thereof. ----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

---Signed, sealed, marked and flourished by the authorizing Notary, Jorge Antonio Morales Cordero. ----------

---Therein also appear the signature of the appearing parties and their initials on the margin of each page. The corresponding internal revenue stamps, legal assistant stamps and the notarial tax stamp are adhered thereon. ----------

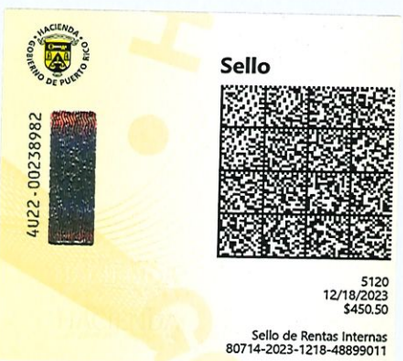
---I, the Notary, CERTIFY that the foregoing is a true and exact copy of Deed Number Forty-Two (42), which contains ten (10) pages (folios), the original of which forms part of my protocol of public instruments for the year two thousand twenty-three (2023). ----------

---IN WITNESS WHEREOF, and to deliver to Cabo Rojo Land Acquisition LLC, I issue the first certified copy, which I sign, seal, mark and flourish in San Juan, Puerto Rico, on December fourteen (14), two thousand twenty-three (2023). ----------

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

NOTARY

JORGE A. MORALES CORDERO
ABOGADO NOTARIO







DEPARTAMENTO *de* JUSTICIA

ESTADO LIBRE ASOCIADO DE PUERTO RICO

CERTIFICACIÓN DEL NOTARIO QUE PRESENTA DOCUMENTO EN EL REGISTRO DE LA PROPIEDAD INMOBILIARIA DE PUERTO RICO POR LA VÍA TELEMÁTICA

CERTIFICO: Que la copia en formato PDF de la Escritura Núm. Cuarenta y Dos (42) sobre "Purchase and Sale", autorizada por mí en San Juan el catorce (14) de diciembre de dos mil veintitrés (2023), que estoy presentando en esta fecha en el Registro de la Propiedad, es una copia fiel y exacta de la copia certificada de dicha escritura.

En San Juan, Puerto Rico, hoy dieciocho (18) de diciembre de dos mil veintitrés (2023).

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

_____
Notario

CERTIFICO que en la misma fecha y lugar de su otorgamiento expedí primera copia certificada a favor de PR Investco LLC. DOY FE. ----------

Notario(a) Público(a)

Mediante la presente Escritura se inicia el Tomo Uno (1) de mi Protocolo de Instrumentos Públicos del año dos mil veintitrés (2023), hoy día veintidós (22) de febrero de dos mil veintitrés (23).----------

FRANCISCO PUJOL MENESES NOTARIO PUBLICO

----DEED NUMBER ONE (1)----------

------ DEED OF OPTION TO PURCHASE REAL ESTATE ------

---In the City of San Juan, Puerto Rico, on this twenty second (22nd) day of February, two thousand twenty three (2023),-------

---------- BEFORE ME, ----------

---FRANCISCO PUJOL MENESES, Attorney-at-Law and Notary Public in and for the Commonwealth of Puerto Rico, with residence in San Juan, Puerto Rico, and offices located at Suite two hundred (200), Puerta del Condado Building, one thousand ninety five (1095) Wilson Street, San Juan, Puerto Rico,--------

---------- APPEAR: ----------

---AS PARTY OF THE FIRST PART: FERNANDO ALBERTO DIEZ ANTONGIORGI and his wife, ARLENE DIVINA RAMIREZ KURTZ, both of legal age, married to each other, attorney at law and property owner respectively, and residents of Cabo Rojo, Puerto Rico (hereinafter "Diez"), who appear herein in their respective personal capacities and as representatives of the conjugal partnership constituted by and

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between them;----------

---AS PARTY OF THE SECOND PART: LOMA LINDA, S.E. (hereinafter "Loma Linda"), a special partnership organized and existing pursuant to the laws of Puerto Rico, constituted as per deed number four (4), executed in Mayaguez, Puerto Rico, on June first (1st), two thousand four (2004), before notary public Jaime E. Sepúlveda Seda, represented herein by its Administrator, FERNANDO ALBERTO DIEZ ANTONGIORGI, who is of legal age, married, attorney at law and resident of Cabo Rojo, Puerto Rico. The capacity of Fernando Alberto Diez Antongiorgi to represent Loma Linda in this public deed arises from Certificate of Unanimous Consent of all the Members of Loma Linda, signed by all the members of the Loma Linda, executed on December twenty six (26), two thousand twenty two (2022), in Cabo Rojo, Puerto Rico, an original of which I, the Notary, hereby certify to have had before me, and which, in my opinion, is in full compliance with all legal requirements to authorize Fernando Alberto Diez Antongiorgi to appear in this public deed on behalf of Loma Linda;----------

---Diez and Loma Linda will be referred jointly hereinafter as "Sellers".----------

---AS PARTY OF THE THIRD PART: PR INVESTCO LLC (hereinafter "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of the State of Delaware, United States of America, represented herein by its authorized representative, MS. GLADYS OMAYRA FONTANEZ REYES, who is of legal age, single,

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attorney-at-law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this public deed arises from Certificate of Resolution of PR INVESTCO LLC signed by Eileen Sawyer in her capacity of Manager of PR INVESTCO LLC, executed on January thirtieth (30th), two thousand twenty three (2023), in New York, New York, United States of America, before notary public Eric Orenstein, an original of which I, the Notary, hereby certify to have had before me, and which, in my opinion, is in full compliance with all legal requirements to authorize Ms. Gladys Omayra Fontanez Reyes to appear in this public deed on behalf of Buyer; and---

---**AS THE PARTY OF THE FOURTH PART:** Mister **JOSE ENRIQUE PEREZ CRUZ**, also known as José E. Pérez (hereinafter the "Broker"), who is of legal age, married, real estate broker, and resident of Bayamón, Puerto Rico.----------

---I, the Notary, certify that I am personally acquainted with all parties, and through their statements, I further certify as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and accordingly they do hereby----------

----------STATE AND AGREE----------

---**FIRST:** The Property; Title, Liens and Encumbrances.-------

-----One. Title. Diez is the sole owner in fee simple ("pleno dominio") and has the possession of the parcels of land described in the Spanish Language as follows (hereinafter "PROPERTY ONE (1)", "PROPERTY TWO (2)" and

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"PROPERTY THREE (3)":----------

----------PROPERTY ONE (1)----------

---"**RUSTICA:** Parcela marcada con el Número Cuarenta y Cuatro (44) de la finca Bahía Bonita, radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de veintiún mil setecientos dieciocho metros sesenta y tres decímetros cuadrados (21,718.63 m.c.). En linderos: NORTE, con la Parcela Número Cuarenta y Tres (43); SUR, con la Parcela Número Cuarenta y Cinco (45) y con la Parcela Número Ciento Diez que contiene parte de la servidumbre de paso para su acceso de quince (15) metros de ancho de los cuales siete punto cincuenta (7.50) metros pertenecen a esta parcela; ESTE, con la Parcela Número Ciento Doce (112), la cual contiene parte de la servidumbre de paso para su acceso de quince (15) metros de ancho; OESTE, con Monte Carlo Development Corporation. Esta parcela está afectada por una servidumbre de paso compuesta de setecientos cuarenta y dos punto treinta y dos metros cuadrados (742.32 m.c.), la cual se compone de siete punto cincuenta (7.50) metros lineales de ancho por noventa y cuatro punto treinta y seis (94.36) metros lineales de largo por su colindancia Sur.--------
---Rectificada la cabida por haber sido objeto de mensura por el Agrimensor Frank Lozada Díaz, con licencia número cinco mil setecientos ochenta y siete (5,787), certificada mediante declaración jurada quince mil doscientos noventa y nueve (15,299), del diez (10) de febrero de dos mil cuatro (2004), ante el notario Luis Roberto Santos y Escritura Número Veintinueve (29), otorgada en Mayagüez, Puerto Rico, el día trece (13) de febrero de dos mil cuatro (2004), ante el mismo notario. Inscrita al folio ciento cincuenta y cuatro (154), vuelto, del tomo ochocientos cuarenta y uno (841) de Cabo Rojo, inscripción cuarta (4ta.)."----------

---PROPERTY ONE (1) is property number eighteen thousand seven hundred ninety two (18,792), recorded at page one hundred fifty four (154), of volume eight hundred forty one (841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

---PROPERTY ONE (1) was acquired by Diez, as per Deed Number Twenty Three (23), executed in Cabo Rojo, Puerto Rico, on December twenty nine (29), two thousand eleven (2011), before notary public Carlos Wilfredo Lamboy Santiago, presented at entry number two thousand nineteen

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dash one two zero four four nine dash S G zero one (2019-120449-SG01), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

---The real property tax identification number ("número de catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to PROPERTY ONE (1) is four zero two dash zero zero nine dash three twenty seven dash eighty five dash zero zero zero (402-009-327-85-000).----------

---PROPERTY ONE (1) is subject to the following liens and/or encumbrances:----------

---By its origin, PROPERTY ONE (1) is free and clear of liens and encumbrances.----------

---By itself, PROPERTY ONE (1) is subject to the following liens and encumbrances:----------

-----(A) Restrictive covenants about use and edification, constituted as per Deed Number One Hundred Thirty Three (133), executed in Mayaguez, Puerto Rico, on November twenty (20), two thousand three (2003), before notary public Luis Roberto Santos, recorded at page one hundred fifty four (154), of volume eight hundred forty one (841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, parcel number eighteen thousand seven hundred ninety two (18,792), third (3rd) recording.----------

-----(B) Mortgage guaranteeing six (6) mortgage notes, in favor of its bearer, in the principal sum of two hundred seventy five thousand dollars ($275,000). The six (6) mortgage notes are described as follows: Mortgage Note One (1), in the principal sum of fifty thousand dollars

($50,000), due on May fourteen (14), two thousand five (2005), with interest rate at five percent (5%) per annum; Mortgage Note Two (2), in the principal sum of fifty thousand dollars ($50,000), due on May fourteen (14), two thousand six (2006), with interest rate at five percent (5%) per annum; Mortgage Note Three (3), in the principal sum of fifty thousand dollars ($50,000), due on May fourteen (14), two thousand seven (2007), with interest rate at five percent (5%) per annum; Mortgage Note Four (4), in the principal sum of fifty thousand dollars ($50,000), due on May fourteen (14), two thousand eight (2008), with interest rate at five percent (5%) per annum; Mortgage Note Five (5), in the principal sum of fifty thousand dollars ($50,000), due on May fourteen (14), two thousand nine (2009), with interest rate at five percent (5%) per annum; and Mortgage Note Six (5), in the principal sum of twenty five thousand dollars ($25,000), due on May fourteen (14), two thousand ten (2010), with interest rate at five percent (5%) per annum, constituted by Deed Number Seventy Seven (77), executed in Mayaguez, Puerto Rico, on May fourteen (14), two thousand four (2004), before notary public Luis Roberto Santos, recorded at the overleaf of page one hundred fifty four (154), of volume eight hundred forty one (841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, parcel number eighteen thousand seven hundred ninety two (18,792), sixth (6th) and last recording.----------

----------PROPERTY TWO (2)----------

---**"RUSTICA:** Parcela marcada con el Número Cincuenta y

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Ocho (58) de la finca Bahía Bonita, radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida de veinte mil quinientos noventa y tres metros cuarenta decímetros cuadrados (20,593.40), equivalentes a cinco (5) cuerdas con dos mil trescientos noventa y cinco diez milésimas de otra (5.2395 cdas.). En linderos: NORTE, con la Parcela Número Cincuenta y Nueve (59) que contiene la servidumbre de paso para su acceso de quince (15) metros de ancho para esta parcela; SUR, con la Parcela Número Treinta y Cuatro (34) que contiene la servidumbre de paso para su acceso de quince (15) metros de ancho para esta parcela; ESTE, con la Parcela Número Cincuenta y Siete (57); OESTE, con las Parcelas Número Ciento Nueve (109), Ciento Once (111) y Cuarenta y Seis (46), las cuales todas contienen parte de la servidumbre de paso para su acceso de quince (15) metros de ancho de los cuales siete punto cincuenta (7.50) metros pertenecen a esta parcela. Esta parcela está afectada por una servidumbre de paso compuesta de mil seiscientos cuarenta y siete punto noventa y seis metros cuadrados (1,647.96 m.c.) la cual se compone de siete punto cincuenta (7.50) metros lineales de ancho por doscientos veinte punto treinta y dos (220.32) metros lineales de largo por su colindancia Oeste.----------

---Rectificada la cabida por haber sido objeto de mensura por el Agrimensor Frank Lozada Díaz, con licencia número cinco mil setecientos ochenta y siete (5,787), certificada mediante declaración jurada quince mil trescientos (15,300), del diez (10) de febrero de dos mil cuatro (2004), ante el notario Luis Roberto Santos y Escritura Número Treinta y Siete (37), otorgada en Mayagüez, Puerto Rico, el día uno (1) de marzo de dos mil cuatro (2004), ante el mismo notario. Inscrita al folio ciento noventa y tres (193), vuelto, del tomo ochocientos cuarenta y uno (841) de Cabo Rojo, inscripción cuarta (4ta.).”-

---PROPERTY TWO (2) is property number eighteen thousand seven hundred ninety six (18,796), recorded at page one hundred ninety three (193), of volume eight hundred forty one (841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

---PROPERTY TWO (2) was acquired by Diez, as per Deed Number Twenty Four (24), executed in Cabo Rojo, Puerto Rico, on December twenty nine (29), two thousand eleven (2011), before notary public Carlos Wilfredo Lamboy Santiago, presented at entry number two thousand nineteen

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dash one two nine four four nine S G zero one (2019-129449-SG01), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico. Said deed was clarified by Deed Number Twenty Three (23), , executed in Cabo Rojo, Puerto Rico, on December twenty six (26), two thousand twenty two (2022), before notary public Carlos Wilfredo Lamboy Santiago, presented at entry two thousand twenty two dash one six five one six two dash "S" "G" zero one (2022-165162-SG01) of Cabo Rojo, First Section of San Germán of the Registry of the Property of Puerto Rico.----------

---The real property tax identification number ("número de catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to PROPERTY TWO (2) is four zero two dash zero zero nine dash three twenty seven dash sixty nine dash zero zero zero (402-009-327-69-000).----------

---PROPERTY TWO (2) is subject to the following liens and/or encumbrances:----------

---By its origin, PROPERTY TWO (2) is free and clear of liens and encumbrances.----------

---By itself, PROPERTY TWO (2) is subject to the following liens and encumbrances:----------

-----(A) Restrictive covenants about use and edification, constituted as per Deed Number One Hundred Thirty Three (133), executed in Mayaguez, Puerto Rico, on November twenty (20), two thousand three (2003), before notary public Luis Roberto Santos, recorded at the overleaf of page one hundred ninety three (193), of volume eight hundred forty one

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(841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, parcel number eighteen thousand seven hundred ninety six (18,796), third (3rd) recording.----------

-----(B) Mortgage guaranteeing six (6) mortgage notes, in favor of its bearer, in the principal sum of three hundred thousand dollars ($300,000), with interest rate at twelve per cent (12%) per annum over the prevailing Prime Rate and due upon demand, constituted by Deed Number Sixteen (16), executed in Bayamón, Puerto Rico, on May fourteen (14), two thousand eight (2008), before notary public Edwin Gutiérrez Torres, recorded at the overleaf of page one hundred ninety three (193), of volume eight hundred forty one (841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, parcel number eighteen thousand seven hundred ninety six (18,796), fifth (5th) and last recording.-------

----------PROPERTY THREE (3)----------

---**"RUSTICA:** Parcela marcada con el Número Cincuenta y Nueve (59) del Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida cinco cuerdas (5 cdas.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En linderos: NORTE, con la Parcela Número Sesenta (60) y servidumbre de paso de diez (10) meteros de ancho de los cuales cinco (5) metros pertenecen a esta parcela; SUR, con la Parcela Número Cincuenta y Ocho (58) y servidumbre de paso de diez (10) metros de ancho de los cuales cinco (5) metros pertenecen a esta parcela; ESTE, con la Sucesión Morales Díaz; y OESTE, con la Parcela Número Cuarenta y Seis (46) y servidumbre de paso de diez (10) metros de ancho de los cuales cinco (5) metros pertenecen a esta parcela."----------

---PROPERTY THREE (3) is property number eighteen thousand seven hundred ninety seven (18,797), recorded at page one hundred ninety nine (199), of volume eight hundred

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forty one (841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

---PROPERTY THREE (3) was acquired by Diez, as per Deed Number Twenty Six (26), executed in Cabo Rojo, Puerto Rico, on December twenty nine (29), two thousand eleven (2011), before notary public Carlos Wilfredo Lamboy Santiago, presented at entry number two thousand twenty two dash one six five seven nine six "S""G" zero one (2022-165796-SG01), of Cabo Rojo, First Section of San Germán of the Registry of the Property of Puerto Rico, clarified by Deed Number Twenty Four (24), of December twenty six (26), two thousand twenty two (2022), executed in Cabo Rojo, Puerto Rico, before notary public Carlos Wilfredo Lamboy Santiago, presented at entry number two thousand twenty two dash one six five seven nine six "S""G" zero one (2022-165796-SG01), of Cabo Rojo, First Section of San Germán of the Registry of the Property of Puerto Rico.----------

---The real property tax identification number ("número de catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to PROPERTY THREE (3) is four zero two dash zero zero nine dash three twenty seven dash seventy one dash zero zero zero (402-009-327-71-000).----------

---PROPERTY THREE (3) is subject to the following liens and/or encumbrances:----------

---By its origin, PROPERTY THREE (3) is free and clear of liens and encumbrances.----------

---By itself, PROPERTY THREE (3) is subject to the following liens and encumbrances:----------

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-----(A) Restrictive covenants about use and edification, constituted as per Deed Number One Hundred Thirty Three (133), executed in Mayaguez, Puerto Rico, on November twenty (20), two thousand three (2003), before notary public Luis Roberto Santos, recorded at page one hundred ninety nine (199), of volume eight hundred forty one (841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, parcel number eighteen thousand seven hundred ninety seven (18,797), third (3rd) recording.----------

-----(B) Mortgage guaranteeing six (6) mortgage notes, in favor of its bearer, in the principal sum of one million five hundred seventy one thousand four hundred twenty eight dollars and fifty four cents ($1,571,428.54), of which one hundred forty two thousand eight hundred fifty seven dollars with fourteen cents ($142,857.14) corresponds or encumbers to PROPERTY THREE (3), with no interest and due upon demand, constituted by Deed Number Fifty Nine (59), executed in Mayaguez, Puerto Rico, on April six (6), two thousand four (2004), before notary public Luis Roberto Santos, recorded at page one hundred ninety nine (199), of volume eight hundred forty one (841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, parcel number eighteen thousand seven hundred ninety seven (18,797), fifth (5th) and last recording. PROPERTY THREE (3) was released from this mortgage pursuant to Deed Number Forty (40), executed in Mayaguez, Puerto Rico, on July ten (10), two thousand ten (2010), before notary public Luis Roberto Santos, presented for recording at entry two

thousand twenty two dash one five one nine five six dash "S" "G" zero one (2022-151956-SG01) of the First Section of San Germán of the Registry of the Property of Puerto Rico.----------

-----Two: Loma Linda is the sole owner in fee simple ("pleno dominio") and has the possession of the parcel of land described in the Spanish language as follows (hereinafter "PROPERTY FOUR (4)":----------

----------PROPERTY FOUR (4)----------

---"**RUSTICA:** Parcela marcada con el Número Sesenta (60) de la finca Bahía Bonita, radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida de diecinueve mil setecientos seis metros noventa y dos decímetros cuadrados (19,706.92 m.c.), equivalentes a cinco punto cero uno cuatro cero cuerdas (5.0140 cdas.). En linderos: NORTE, con la Parcela Número Sesenta y Uno (61) la cual contiene parte de la servidumbre de paso para su acceso de quince (15) metros de ancho; SUR, con la Parcela Número Cincuenta y Nueve (59) que contiene la servidumbre de paso para su acceso de quince (15) metros de ancho para esta parcela; ESTE, con finca de los Ramírez de Arellano; y OESTE, con las Parcelas Número Ciento Cuatro (104) y Ciento Nueve (109) las cuales ambas contienen parte de la servidumbre de paso para su acceso de quince (15) metros de ancho de los cuales siete punto cincuenta (7.50) metros pertenecen a esta parcela. Esta finca está afectada por una servidumbre de paso compuesta de mil veintiocho punto veintiuno metros cuadrados (1,028.21 m.c.) la cual se compone de siete punto cincuenta (7.50) metros lineales de ancho por ciento treinta y siete punto catorce (137.14) metros lineales de largo por su colindancia Oeste.----------

---Rectificada la cabida por haber sido objeto de mensura por el Agrimensor Frank Lozada Díaz, con licencia número cinco mil setecientos ochenta y siete (5787), certificada mediante declaración jurada número quince mil trescientos uno (15,301) del diez (10) de febrero de dos mil cuatro (2004), ante el notario Luis Roberto Santos y Escritura Número Treinta y Ocho (38), otorgada en Mayagüez, Puerto Rico, el uno (1) de marzo de dos mil cuatro (2004), ante el mismo notario e inscrita al folio doscientos dos (202), del tomo ochocientos cuarenta y uno (841) de Cabo Rojo, Sección de San Germán del Registro de la Propiedad de Puerto Rico, finca número dieciocho mil setecientos noventa y ocho (18,798), inscripción cuarta (4ta.).----------

---PROPERTY FOUR (4) is property number eighteen thousand seven hundred ninety eight (18,798), recorded at

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page number two hundred and two (202), of volume eight hundred forty one (841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

---PROPERTY FOUR (4) was acquired by Loma Linda pursuant to Deed Number Ninety Six (96), executed in Mayaguez, Puerto Rico, on June eight (8), two thousand four (2004), before notary public Luis Roberto Santos, recorded at page two hundred and two (202), of volume eight hundred forty one (841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, parcel number eighteen thousand seven hundred ninety eight (18,798), fifth (5th) recording.----------

---The real property tax identification number ("número de catastro") assigned by the Muncipal Revenue Collection Center ("CRIM") to PROPERTY FOUR (4) is four zero two dash zero zero nine dash three hundred twenty seven dash seventy two dash zero zero zero (402-009-327-72-000).-------

---PROPERTY FOUR (4) is subject to the following liens and/or encumbrances:----------

---By its origin, PROPERTY FOUR (4) is free and clear of liens and encumbrances.----------

---By itself, PROPERTY FOUR (4) is subject to the following liens and encumbrances.----------

-----(A) Restrictive covenants about use and edification, constituted as per Deed Number One Hundred Thirty Three (133), executed in Mayaguez, Puerto Rico, on November twenty (20), two thousand three (2003), before notary public Luis Roberto Santos, recorded at page two hundred and two

(202), of volume eight hundred forty one (841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, parcel number eighteen thousand seven hundred ninety eight (18,798), third (3rd) recording.----------

-----(B) Mortgage guaranteeing six (6) mortgage notes, in favor of its bearer, in the principal sum of three hundred thousand dollars ($300,000), with no interest and due on June eight (8), two thousand nine (2009), constituted by Deed Number Ninety Seven (97), executed in Mayaguez, Puerto Rico, on June eight (8), two thousand four (2004), before notary public Luis Roberto Santos, recorded at the overleaf of page two hundred and two (202), of volume eight hundred forty one (841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, parcel number eighteen thousand seven hundred ninety eight (18,798), fifth (5th) and last recording.----------

---PROPERTY ONE (1), PROPERTY TWO (2), PROPERTY THREE (3) and PROPERTY FOUR (4) will be jointly referred to hereinafter as the "Property".----------

---SECOND: Buyer wishes to acquire an option to buy the Property, with all its improvements, and rights and annexes, and Sellers wish to grant, and hereby grant, said option to Buyer (hereinafter the "Option"), which is done pursuant to this public instrument and in accordance with the following-----

----------TERMS AND CONDITIONS:----------

-----2.1. The purchase-sale price of the Property will be the lump sum of TWO MILLION ONE HUNDRED FIFTY THOUSAND DOLLARS ($2,150,000), of which SIX

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HUNDRED THOUSAND DOLLARS ($600,000) correspond to PROPERTY ONE (1), TWO HUNDRED THIRTY THOUSAND DOLLAS ($230,000) correspond to PROPERTY TWO (2), THREE HUNDRED NINETY FIVE THOUSAND TWO HUNDRED AND SIXTY NINE DOLLARS ($395,269) correspond to PROPERTY THREE (3) and NINE HUNDRED TWENTY FOUR THOUSAND SEVEN HUNDRED THIRTY ONE DOLLARS ($924,731) correspond to PROPERTY FOUR (4). Said TWO MILLION ONE HUNDRED FIFTY THOUSAND DOLLARS ($2,150,000) will be paid as follows:----------

----------2.1.1. the sum of TWO MILLION FORTY TWO THOUSAND FIVE HUNDRED DOLLARS ($2,042,500) will be payable in full, through manager's checks to the order of the Sellers, simultaneously with the execution of the purchase sale public deed whereby Buyer will acquire fee simple title to the Property and the possession thereof, pursuant to the Option (the "Purchase-Sale Deed"). Of said TWO MILLION FORTY TWO THOUSAND FIVE HUNDRED DOLLARS ($2,042,500), FIVE HUNDRED SEVENTY THOUSAND SIXTY ONE DOLLARS WITH SEVENTY FIVE CENTS ($570,061.75), will correspond and be allocated to Diez and PROPERTY ONE (1), TWO HUNDRED EIGHTEEN THOUSAND FIVE HUNDRED FORTY SEVEN DOLLARS WITH FIFTY CENTS ($218,547.50), will correspond and be allocated to Diez and PROPERTY TWO (2), THREE HUNDRED SEVENTY FIVE THOUSAND FOUR HUNDRED ELEVEN DOLLARS WITH FIFTY CENTS ($375,411.50), will

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correspond and be allocated to Diez and PROPERTY THREE (3), and EIGHT HUNDRED SEVENTY EIGHT THOUSAND FOUR HUNDRED SEVENETY NINE DOLLARS WITH TWENTY FIVE CENTS ($878,479.25), will correspond and be allocated to Loma Linda and PROPERTY FOUR (4).----------2.2. As consideration for the Option, Buyer has paid to Seller, simultaneously with the execution of this public deed or before its execution, the sum of ONE HUNDRED SEVEN THOUSAND FIVE HUNDRED DOLLARS ($107,500), as good faith deposit (the "Initial Deposit"), which will be non-reimbursable, except only as set forth below in this public deed. Sellers hereby acknowledge receipt of the Deposit. The Deposit is distributed and allocated among the four (4) parcels which comprise the Property as follows:----------The deposit to Diez for PROPERTY ONE (1) consists of THIRTY THOUSAND THREE DOLLARS WITH TWENTY FIVE CENTES ($30,003.25).----------The deposit to Diez for PROPERTY TWO (2) consists of ELEVEN THOUSAND FIVE HUNDRED TWO DOLLARS WITH FIFTY CENTS ($11,502.50).----------The deposit to Diez for PROPERTY THREE (3) consists of NINETEEN THOUSAND SEVEN HUNDRED FIFTY EIGHT DOLLARS WITH FIFTY CENTS ($19,758.50).----------The deposit to Loma Linda for PROPERTY FOUR (4) consists of FORTY SIX THOUSAND TWO HUNDRED THIRTY FIVE DOLLARS WITH SEVENTY FIVE CENTS ($46,235.75).----------

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-----2.3. The Option is granted for an initial term of one (1) year, starting on the date of execution of this public deed and ending on February twenty second (22nd), two thousand twenty four (2024) (the "Initial Term"). The Initial Term may be extended only as set forth hereinafter.----------

-----2.4 Upon the execution of the Purchase-Sale Deed, the Initial Deposit will be credited to the purchase-sale price of the Property.----------

-----2.5 The Initial Term may be extended up to one (1) additional year, up to the first (1st) anniversary of the maturity of the Initial Term, provided (i) Buyer requests said extension in writing on or before the maturity of the Initial Term; (ii) Buyer pays Sellers, on or before the maturity of the Initial Term, an additional amount of ONE HUNDRED SEVENTY TWO THOUSAND DOLLARS ($172,000) which will be distributed and allocated among the four (4) parcels which comprise the Property as follows (the "Second Deposit"):----------

---------The sum of FORTY EIGHT THOUSAND FIVE DOLLARS WITH TWENTY CENTS ($48,005.20), will correspond and be allocated to Diez and PROPERTY ONE (1).----------

---------The sum of EIGHTEEN THOUSAND FOUR HUNDRED AND FOUR DOLLARS ($18,404), will correspond and be allocated to Diez and PROPERTY TWO (2).----------

---------The sum of THIRTY ONE THOUSAND SIX HUNDRED THIRTEEN DOLLARS WITH SIXTY CENTS ($31,613.60), will correspond and be allocated to Diez and PROPERTY THREE (3).----------

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----------The sum of SEVENTY THREE THOUSAND NINE HUNDRED SEVENTY SEVEN DOLLARS WITH TWENTY CENTS ($73,977.20), will correspond and be allocated to Loma Linda and PROPERTY FOUR (4).----------

---The Initial Term, as extended, if extended, shall be hereinafter referred to as the "Term".----------

---The Initial Deposit and the Second Deposit, shall be hereinafter jointly referred to as the "Deposit").----------

-----2.6. If the Term ends and Buyer has not bought the Property within the Term (except for reasons attributable to Sellers), then the Deposit will be lost by Buyer, and will become the property of Sellers, as liquidated damages. If the Property cannot be bought by Buyer within the Term, for reasons attributable to Sellers, then Sellers will reimburse the Deposit to Buyer at the end of the Term. The parties acknowledge that reasons attributable to Sellers comprise only (i) the denial or inability of Sellers to execute the Purchase-Sale Deed within the Term; and (ii) the inability of Sellers to deliver to Buyer good title over the Property, free and clear of liens and encumbrances, except those imposed by its origin, laws and/or regulations.----------

-----2.7. The real estate property taxes payable to the Centro de Recaudaciones de Ingresos Muncipales ("CRIM"), and all special taxes (if applicable) of the Property will be the responsibility of Sellers and payable by Sellers up to the date of execution of the Purchase-Sale Deed (the "Closing Date"). Thereafter they shall be the responsibility of Buyer and payable by Buyer.----------

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-----2.8. The Purchase-Sale Deed shall be executed before a notary public selected by Buyer.----------

-----2.9. Deeds to cancel any liens or encumbrances affecting the Property existing at the time of execution of the Purchase-Sale Deed, except any permitted encumbrances will be executed no later than the Closing Date, before a notary public selected by Buyer.----------

-----2.10. Through the Purchase-Sale Deed, Buyer will acquire recordable fee simple title to the Property and the possession thereof, "as is, where is", free and clear of occupants, liens and encumbrances, except permitted encumbrances disclosed in this deed, if any. During the Term of the Option, Seller will have the possession of the Property and will be allowed to conduct legal business activities in the Property.----------

-----2.11. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of the Property of Puerto Rico of this public deed and of the Purchase-Sale Deed will be paid by Buyer.----------

-----2.12. The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of the Property of the deeds of cancellation mentioned in Section 2.9, above (if any) shall be paid by Seller.----------

-----2.13. This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them.----------

-----2.14. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of Puerto Rico in the event of any litigation pursuant to this public deed.

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-----2.15. All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

------TO SELLERS:----------
------Fernando Alberto Diez Antongiorgi ----------
------Arlene Divina Ramírez Kurtz----------
------Loma Linda, S.E.----------
------Urbanización Borinquen N-16----------
------Juan Morel Campos----------
------Cabo Rojo, PR 00623----------
------Electronic Mail: fdo10@aol.com----------

------TO BUYER:----------
------PR INVESTCO LLC----------
-------733 Third Avenue----------
-------New York, NY 10017----------
------Attention: Eileen Sawyer----------
-----Electronic Mail: roberto.ruiz@ccgc.com.do----------

------TO THE BROKER:----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920----------
------Attention: José Enrique Pérez Cruz----------
-----Electronic Mail: passportre@gmail.com----------

-----2.16. Sellers represents and warrants to Buyer that, to the best of Sellers' knowledge, in the Property there are no toxic, dangerous, contaminated or contaminating substances, and that the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----2.17. The appearing parties acknowledge that the Broker, mister José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the subject of this Option. The fees to Mr. Pérez Cruz

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and his associates, if any, for said service will be the responsibility of Buyer and paid simultaneously with the execution of the Purchase-Sale Deed, only if the Option is exercised by Buyer and Buyer buys the Property pursuant to the Option. Said fees will amount to ONE HUNDRED SEVEN THOUSAND FIVE HUNDRED DOLLARS ($107,500), equivalent to five percent (5%) of the purchase-sale price of the Property.----------

-----2.18. The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed.----------

-----2.19. In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgement or judicial order, then and in that event the rest of this public deed will continue in full force and effect.

-----2.20. During the Term, Buyer and its employees, agents and/or contractors are authorized to enter the Property to make studies, identify boundaries, take measurements and make inspections, during business days and hours, and the persons entering the Property pursuant to this authorization will be responsible for the damages suffered or caused by them in the Property. Every employee who enters the Property pursuant to this authorization will be insured by a valid policy of the Puerto Rico State Insurance Fund, and, if applicable, of the "Chauffers' Insurance" or "Seguro Choferil". In addition, Buyer will have in place, during the term of the Option, a public liability insurance policy covering damages caused or suffered in the Property by the persons who enter it

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pursuant to this authorization, with a minimum coverage of ONE MILLION DOLLARS ($1,000,000) per occurrence. Sellers will appear as co-insured in the policy, together with Buyer.----------

-----2.21. During the Term, Buyer is authorized to seek the approvals, permits and endorsements necessary for the development in the Property of a residential, recreational and tourism project, or of part of a residential, recreational and tourism project, provided the existing DTS zoning of the Property is not changed, and that such approvals, permits and endorsements (i) comply with the requirements of the existing DTS zoning of the Property; and (ii) do not negatively affect and/or diminish the value or quality of the Property. Sellers hereby commit to confirm this authorization in writing if required by Buyer, for presentation to the corresponding public or governmental agencies and entities. If the Property is not purchased by Buyer, all approvals, permits and endorsements obtained by Buyer for the Property pursuant to the aforesaid authorization, and any studies, map surveys, designs or any other resource used to obtain those permits and approvals, will be transferred and assigned by Buyer to Seller at the end of the Term, at no cost to Sellers.----------

-----2.22. The Property may not be altered during the Term, except only if specifically authorized in advance, in writing, by Sellers and Buyer.----------

-----2.23. The Option is not transferable by Sellers. Conversely, Buyer is authorized to transfer or assign this agreement and all its rights and obligations hereunder, at the

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sole option and discretion of Buyer.----------

---**THIRD:** Additional Documentation. The parties hereto agree to execute and deliver any additional instruments and documents that may be necessary to record the transaction contemplated in this deed in the Registry of the Property of Puerto Rico. Any costs and expenses, including attorneys' fees, incurred in connection with the execution of any additional instruments and documents shall be for the account of the Buyer. ----------

---**FOURTH:** Request to the Registrar. The Honorable Registrar of the Property of Puerto Rico is respectfully requested to record in the Registry of the Property of Puerto Rico the Option, as set forth in this deed.----------

---**FIFTH:** If Buyer does not purchase the Property pursuant to the Option, Buyer will, within thirty (30) consecutive calendar days after the end of the Term, at Buyer's cost and expense, (i) cancel the lien or encumbrance on the Property created by the Option; and (ii) file for recordation in the Registry of the Property of Puerto Rico any and all documents needed for the recording of said cancellation in the Registry of the Property. If the appearance of Sellers is required in said cancellation, Sellers will appear therein.----------

----------ACCEPTANCE AND WARNINGS----------

---The appearing parties to this deed accept the same as drafted because it has been drawn up in accordance with their stipulations, terms and conditions. I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this deed and they were fully advised by me

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thereon. Specifically, I advised them of the following:----------

-----(a) That any liens or encumbrances affecting title to the Property that may be filed for recordation prior to the filing of this deed may be legally binding and could take precedence over this deed.----------

-----(b) It is advisable to verify the status of liens and encumbrances on the Property as they may appear from the Registry of the Property of Puerto Rico on the date hereof and of the adverse consequences which may result from the failure to do so. To this effect, the appearing parties have been warned and advised by the subscribing Notary Public about the following: (i) that the digital system of recordation of the Digital Registry of Immovable Property of the Commonwealth of Puerto Rico provides Access to the Electronic Diary of Daily Operations, the Electronic Book of Recordations, and the Single Book of Liens ("Libro Unico de Embargos") twenty four (24) hours a day, seven (7) days a week for both inquiries and filings which may affect the registration or rights under this deed; (ii) that said electronic books have been reviewed up to the date of the title search prepared for this transaction; and (iii) that the authorizing Notary Public has not consulted the Registry of the Property of Puerto Rico in any way whatsoever after the date of the aforementioned title search, to all of which the appearing parties give their acceptance and compliance, being fully aware of its consequences.----------

-----(c) That this deed was prepared in accordance with title searches (the "Title Searches"), prepared by **Maribel Vargas**

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Ramos, a person engaged in such business, and not by the undersigned Notary. The aforementioned Title Searches are dated October 6, two thousand twenty two (2022). An additional title search was prepared for PROPERTY THREE (3) by Capital Title Services, LLC, on January thirteen (13), two thousand twenty three (2023). Also, the undersigned Notary Public relied upon a Certification of Real Property ("Certificación de Propiedad Inmueble"), for PROPERTY THREE (3), signed electronically by the Registrar of the Property of Puerto Rico, Larissa Maldonado Carrasco, on January seventeen (17), two thousand twenty three (2023), at three thirty nine p.m. (3:39 pm), to assess the status of the liens and encumbrances over PROPERTY THREE (3).----------(d) The appearing parties accept the Title Searches and the Certificación de Propiedad Inmueble mentioned above, and are satisfied with the contents thereof. Consequently, the appearing parties release the Notary from any responsibility due to errors or omissions in said Title Searches and in the Certificación de Propiedad Inmueble and/or due to any changes in the title to the Property or in its liens and encumbrances that might occur between the date of the Title Searches and the date this deed is presented to the Registry of the Property of Puerto Rico for registration.----------(e) The necessity and convenience of obtaining a negative certification of debt from the Municipal Revenue Collection Center tax rolls (CRIM – Centro de Recaudaciones de Ingresos Municipales) regarding the Property.----------(f) This deed must be recorded in the appropriate Section

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of the Registry of the Property of Puerto Rico in order to bind all rights herein to third-parties.----------

---The appearing parties waived the right which I advised them they had to have witnesses to the execution of this deed; but, upon my advice, made use of their right to read the same, and, finding it drafted to their entire satisfaction, having been advised by me, the Notary, of the pertinent legal warnings and reservations, acknowledging that they have understood this deed in all its parts, fully ratify and confirm the statements contained herein as the true and exact embodiment of their stipulations, terms, and conditions, proceed to sign before me, and to affix their initials on each folio of the same.----------

---And I, the Notary, do hereby CERTIFY AND ATTEST as to my personal knowledge or identification of the appearing parties and as to their personal circumstances, in accordance with their statements, as well as to all other things herein contained.----------

---I, the Notary, CERTIFY AND GIVE FAITH.----------

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---I HEREBY CERTIFY, that the first certified copy of the present deed was issued in favor of Buyer, at the same date and place of the execution thereof. I ATTEST. ----------

NOTARY

----------**DEED NUMBER THREE (3)**----------

----------**PURCHASE AND SALE** ----------

---In San Juan, Puerto Rico, on this fifth (5th) day of February, two thousand twenty-four (2024). ----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with residence and offices in San Juan, Puerto Rico.----------

----------**APPEAR**----------

---AS THE PARTY OF THE FIRST PART: **NORMA ROMÁN IRIZARRY**, of legal age, single, property owner, and resident of San Juan, Puerto Rico; and **DORIS ROMÁN IRIZARRY**, of legal age, single, property owner, and resident of Cabo Rojo, Puerto Rico (hereinafter, collective referred to as, "Sellers"). ----------

---AS THE PARTY OF THE SECOND PART: **CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "Buyer"), a limited liability company organized, existing and in good standing under the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, GLADYS OMAYRA FONTÁNEZ REYES, who is of legal age, single, attorney at law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this Deed arises from a Certificate of Resolution of Buyer signed by Eileen Sawyer, as Manager of Buyer, on February one (1), two thousand twenty-four (2024), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engines of the Department of State and the Office of Information Technology Services of the State of New York. I further certify that I have examined the aforesaid Certificate of Resolution of Buyer and that it is adequate and sufficient, and complies with all legal requirements

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under Puerto Rico law, to authorize Ms. Fontánez Reyes to appear herein on behalf of Buyer. ----------

---I hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective age, civil status, occupation and residence. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily,----------

----------**STATE AND AGREE**----------

---**FIRST:** Sellers are the owners in fee simple title ("*pleno dominio*"), and have the possession of the parcel of land described in the Spanish language as follows (hereinafter, the "Property"):----------

---"*RUSTICA: Parcela marcada con el número ciento doce (112) de la finca Bahía Bonita, radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida mensurada de veintiún mil trescientos treinta y cuatro metros cuadrados con noventa centímetros cuadrados (21,334.90 m.c.), equivalentes a cinco cuerdas con cuatro mil doscientos ochenta y dos diez milésimas de otra (5.4282 cdas.). En linderos, por el NORTE, con la parcela número ciento trece (113); por el SUR, con la parcela número ciento diez (110) que contiene parte de la servidumbre de paso para su acceso de quince (15) metros de ancho, de los cuales siete punto cincuenta (7.50) metros pertenecen a esta parcela; por el ESTE, con la parcela número ciento cuatro (104) y con la parcela número ciento nueve (109), la cual contiene parte de la servidumbre de paso para su acceso de quince (15) metros de ancho; y por el OESTE, con la parcela número cuarenta y cuatro (44).* ----------

---*Descrita luego de Rectificación de Cabida hecha por el Agrimensor Frank Lozada Díaz, mediante la escritura número uno (1), otorgada en Mayagüez, Puerto Rico, el día doce (12) de enero de dos mil cuatro (2004), ante el notario público Luis Roberto Santos, inscrita al folio setenta (70) del tomo ochocientos cuarenta y tres (843) de Cabo Rojo de la Sección de San Germán del Registro de la Propiedad de Puerto Rico, finca número dieciocho mil ochocientos cuarenta y seis (18,846), inscripción tercera (3ª).*"----------

---The Property is recorded at page 25 of volume 511 of Cabo Rojo, property number 18,846, Section of San Germán of the Registry of Property of Puerto Rico (the "Registry"). ----------

---The Property was acquired by Sellers by donation, pursuant to Deed Number Five (5), executed in San Sebastián, Puerto Rico, on February four (4), two thousand fifteen (2015), before Notary Gerardo Pérez

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Echevarría, recorded as the fifth (5th) inscription of Property 18,846.----- ---The tax identification number ("*número de catastro*") assigned to the Property by the Municipal Revenues Collection Center ("CRIM") is 402-009-327-84-000. ----------

----------**LIENS AND ENCUMBRANCES** ----------

---By its origin, the Property is free of liens and encumbrances. ----------

---By itself, the Property is subject to:----------

----(A) Mortgage (hereinafter, the "Mortgage") to secure a promissory note in the principal sum of Four Hundred Thousand Dollars ($400,000), of which Forty Thousand Dollars ($40,000) constitute a lien over the Property, payable to the bearer, with annual interest at six percent (6%), payable in seven annual installments, beginning on January twenty-four (24), nineteen ninety-three (1993) constituted pursuant to Deed Number Thirteen (13), executed in Cabo Rojo, Puerto Rico, on January twenty-four (24), nineteen hundred eighty-two (1982), before Notary Rafael Doitteau Cruz, recorded at page 25 of volume 511 of Cabo Rojo, second (2nd) inscription under property 18,846. The Mortgage was cancelled by lapse of the statute of limitations, pursuant to a notarial instrument (*Instancia*) filed at the Registry and pending recordation under entry number 2023-058031-SG01.----------

---**SECOND:** On August four (4), two thousand twenty-three (2023), Sellers granted to Buyer's affiliate, PR Investco LLC ("PR Investco"), an option to purchase the Property, pursuant to an Option to Purchase Agreement (*Contrato de Opción*) (hereinafter, the "Purchase Agreement"). The parties hereto acknowledge and agree that PR Investco has assigned to Buyer all of its rights and obligations under the Purchase Agreement, and that Buyer is the permitted assignee and successor of PR Investco thereunder. ----------

----------**PURCHASE AND SALE**----------

---**THIRD:** In accordance with the Purchase Agreement, Sellers hereby

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sell, convey and transfer fee simple title ("*pleno dominio*") to the Property and the possession thereof to Buyer, and Buyer hereby purchases from Sellers fee simple title ("*pleno dominio*") to the Property and the possession thereof, in accordance with the following ----------

----------**TERMS AND CONDITIONS**----------

-----One: The purchase price of the Property is the lump sum of **ONE MILLION DOLLARS ($1,000,000)** (hereinafter the "Purchase Price").

-----Two: The Purchase Price is payable as follows: ----------

------(A) The sum of ONE HUNDRED THOUSAND DOLLARS ($100,000) was paid by Buyer to Sellers concurrently with the execution of the Purchase Agreement, which amount has been credited in its entirety to the Purchase Price. ----------

------(B) Concurrently with the execution of this Deed, Buyer has delivered to Sellers the sum of NINE HUNDRED THOUSAND DOLLARS ($900,000). Said sum has been paid by Buyer to Sellers by certified or manager's check to the order of Sellers and Sellers hereby acknowledge receipt thereof in form and substance acceptable to Buyer.

-----Three: Buyer shall be entitled to the immediate possession of the Property, without any additional formality, document or request. ---------

-----Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of Sellers and, thereafter, for the account of Buyer. ----------

-----Five: Sellers hereby deliver to Buyer fee simple title to the Property, vacant, and free and clear of all liens, encumbrances or defects. ----------

-----Six: Buyer specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) Sellers hereby sell and Buyer hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from Sellers or any of Seller's agents,

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employees, members, representatives, attorneys or brokers (each such party, a "Sellers Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by Sellers to Buyer (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof, its facilities, soils, geology, and groundwater; (b) the dimensions, area, and size of the Property; (c) the development or income potential, or rights of or relating to the Property or the adequacy of the Property for any particular purpose, (d) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of Buyer or any other person to obtain any necessary governmental approvals, licenses, or permits for Buyer's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters regarding the operation of the Property. Buyer further acknowledges and agrees that Sellers are under no duty to make any inquiry regarding any matter that may or may not be known to Sellers or any Sellers Affiliate. Upon execution of this public deed, Buyer shall assume the risk of adverse matters relating to adverse investigations, and Buyer, upon execution of this public deed, shall be deemed to have waived, relinquished and released Sellers and all Sellers Affiliates from and against any and all

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claims, of any and every kind or character (including attorneys' fees), known or unknown, which Buyer might have asserted or alleged or may assert or allege in the future against Sellers or any Sellers Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution of this deed. ----------

-----Seven: Sellers represent and warrant to Buyer that, to the best of their knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that, to the best of Sellers' knowledge, the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----Eight: The notarial fees, stamps on the original, stamps on the first certified copy, filing and recording rights of this Deed at the Registry will be paid by Buyer.----------

-----Nine: This Deed will be interpreted and governed in accordance with the laws of the Commonwealth of Puerto Rico. The appearing parties submit themselves to the exclusive jurisdiction of the Court of First Instance of the Commonwealth of Puerto Rico in the event of any litigation arising out of this Deed.----------

-----Ten: All notices to the parties pursuant to this Deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

----TO SELLERS: ----------

------Norma Román Irizarry----------
------Doris Román Irizarry ----------
------PO Box 862----------
------Boquerón, PR 00622 ----------

------With a copy to: Luis Ángel Ramírez Vélez, Esq.----------
------23 Urb. Bonilla----------
------Cabo Rojo, PR 00623-3141 ----------
------Electronic Mail: bufeteramirezvelez@yahoo.com----------
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----TO BUYER:----------

------CABO ROJO LAND ACQUISITION LLC----------
------733 Third Avenue ----------
------New York, NY 10017----------
------Attention: Eileen Sawyer ----------
------Electronic Mail: roberto.ruiz@ccgc.com.do----------

-----Eleven: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

-----Twelve: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the remaining provisions of this Deed will continue in full force and effect.----------

-----Thirteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver such documents or instruments, public or private, which may be necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any correction deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of Buyer, except that each party shall bear the fees of their respective counsel.----------

---**FOURTH:** The Notary advises Buyer as to the importance of filing the corresponding property change of ownership application before the CRIM, and to obtain, prior to the execution of this deed, a certification indicating whether any sums related to property taxes are owed by Seller. Pursuant to applicable law, Buyer is responsible for filing at the CRIM the corresponding application for property tax exemption and /or change of ownership, within thirty (30) days from the date of execution hereof. Buyer hereby declares that it is fully aware of the aforementioned obligations and releases the undersigned Notary from this responsibility.

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----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ---

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstract was prepared by Capital Title Services Inc. and is dated January twenty-four (24), two thousand twenty-four (2024);----------

-----(c) that after the date of such title abstract and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry as of the date of the title abstract;----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification; ----------

-----(e) of the right of the Buyer to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights;----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the

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regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.; ----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property; ----------

-----(h) of the importance of recording a copy of this deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this deed is not recorded at the Registry; ----------

-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property; ----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations; ----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its contents; ----------

-----(l) of the need and consequences to the Sellers of filing the *Planilla Informativa Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles* with the Puerto Rico Treasury Department; and ----------

-----(m) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et seq.*, is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Seller, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for

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the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the Sellers and their agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed.----------

----------**READING, ACCEPTANCE AND EXECUTION** ----------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their initials on each page thereof.----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

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CERTIFICO que en la misma fecha y lugar de su otorgamiento expedí primera copia certificada a favor de la parte compradora. DOY FE. ----

Notario(a) Público(a)

----DEED NUMBER THIRTEEN (13)----------

------ DEED OF OPTION TO PURCHASE REAL ESTATE ------

---In the City of San Juan, Puerto Rico, on this seventeenth (17th) day of February, two thousand twenty three (2023),-------

---------- **BEFORE ME,** ----------

---MARIA DEL ROSARIO PUJOL THOMPSON, Attorney-at-Law and Notary Public in and for the Commonwealth of Puerto Rico, with residence in Guaynabo, Puerto Rico, and offices located at suite two hundred (200), Puerta del Condado Building, one thousand ninety five (1095) Wilson Street, San Juan, Puerto Rico,----------

---------- **APPEAR:** ----------

---AS PARTY OF THE FIRST PART: EDGARDO MANUEL HERNANEZ ALVARADO (hereinafter referred to as "EDGARDO"), and his spouse, CYNTHIA CARIDAD MELENDEZ SALGADO (hereinafter referred to as "CYNTHIA"), both of legal age, married to each other, property owners and residents of the State of Tennessee, United States of America, who appear herein in their respective personal capacities and as representatives of the conjugal partnership constituted by and between them in accordance with the laws of Puerto Rico. CYNTHIA appears herein represented by her attorney in fact, her husband EDGARDO, pursuant to a General Power of Attorney ("Poder General"), constituted as per deed number seventy one (71), executed in Naranjito, Puerto Rico, on December twenty eight (28), two thousand twenty two (2022), before notary public Héctor Manuel Marrero Marrero. The aforementioned General Power of Attorney was recorded as number eighteen

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fourteen dash four hundred thirty (1814-430) at the "Oficina de Inspección de Notarías ("ODIN") on January ten (10), two thousand twenty three (2023). I, the Notary, hereby certify that I have had before me a certified copy of said General Power of Attorney, that I have reviewed it, together with a certified copy of the aforesaid General Power of Attorney, and that, in my opinion, said document is legally valid and correct, and comply with all legal requirements needed to authorize EDGARDO to appear in this public deed on behalf of CYNTHIA, as attorney in fact of CYNTHIA. EDGARDO and CYNTHIA will be jointly referred to hereinafter as "Sellers".----------

---AS PARTY OF THE SECOND PART: PR INVESTCO LLC (hereinafter "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of the State of Delaware, United States of America, represented herein by its authorized representative, MS. GLADYS OMAYRA FONTANEZ REYES, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this public deed arises from Certificate of Resolution of PR INVESTCO LLC signed by Eileen Sawyer, in her capacity of Manager of PR INVESTCO LLC, on February fifteen (15), two thousand twenty three (2023), in New York, New York, United States of America, before notary public Eric Orenstein, an original of which I, the Notary, hereby certify to have had before me, and which, in my opinion, is in full compliance with all legal requirements to authorize Ms. Gladys Omayra Fontanez Reyes to appear in this public deed on behalf of Buyer; and----

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---**AS THE PARTY OF THE THIRD PART:** Mister **JOSE ENRIQUE PEREZ CRUZ**, also known as José E. Pérez (hereinafter the "Broker"), who is of legal age, married, real estate broker, and resident of Bayamón, Puerto Rico.----------

---I, the Notary, certify that I am personally acquainted with all parties, and, through their statements, I further certify as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and accordingly they do hereby----------

----------STATE AND AGREE----------

---**FIRST:** The Property; Title, Liens and Encumbrances.------

-----One. Title. Sellers are the sole owners in fee simple title ("pleno dominio") and have the possession of the parcel of land described in the Spanish language as follows (hereinafter the "PROPERTY"):----------

---**"RUSTICA:** Barrio Boquerón de Cabo Rojo, Puerto Rico. Solar: veintidós (22). Cabida: veinte mil cuatrocientos veintisiete punto seiscientos setenta y seis (20,427.676) metros cuadrados. Linderos: NORTE, con la parcela número cincuenta y tres (53) de Monte Carlo y con su camino de acceso de catorce punto cero cero (14.00) metros de ancho. SUR, con la parcela número ochenta y nueve (89) de Monte Carlo y con su camino de acceso de catorce punto cero cero (14.00) metros de ancho. ESTE, con la parcela cuarenta y cinco (45) del Fideicomiso Bahía Bonita, Inc., la cual contiene una servidumbre de paso de cinco (5) metros de ancho para el establecimiento de utilidades públicas y con la parcela cuarenta y seis (46) del Fideicomiso Bahía Bonita, Inc. OESTE, con la parcela número cuarenta (40) de Monte Carlo y con su camino de acceso de catorce punto cero cero (14.00) metros de ancho."----------

---The PROPERTY is property number eighteen thousand eight hundred thirty one (18,831), recorded at page two hundred thirty five (235), of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

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---The PROPERTY was acquired by Sellers through Deed Number One Hundred and Nine (109), executed in Bayamón, Puerto Rico, on December twenty nine (29), two thousand twenty one (2021), before notary public Roberto Almodóvar Rodríguez, presented for recording at entry two thousand twenty two dash zero zero forty one zero two dash "S" "G" zero one (2022-004102-SG01) of the Karibe System on January fourteen (14), two thousand twenty two (2022).--------

---The real property tax identification number ("número de catastro") assigned by the Muncipal Revenue Collection Center ("CRIM") to the PROPERTY is four zero two dash zero nineteen dash three hundred twenty seven dash thirty seven dash zero zero zero (402-019-327-37-000).----------

---The PROPERTY is subject to the following liens and/or encumbrances:----------

---By its origin, the PROPERTY is encumbered by a right of way.----------

---By itself, the PROPERTY is free of liens and encumbrances.----------

---SECOND: Buyer wishes to acquire an option to buy the PROPERTY, with all its improvements, and rights and annexes, and Sellers wish to grant, and hereby grant, said option to Buyer (hereinafter the "Option"), which is done pursuant to this public instrument and in accordance with the following:----------

----------TERMS AND CONDITIONS:----------

-----2.1. The purchase-sale price of the PROPERTY will be the lump sum of ONE MILLION TWENTY ONE THOUSAND THREE HUNDRED EIGHTY THREE DOLLARS WITH

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EIGHTY CENTS ($1,021,383.80), payable as follows:----------

----------2.1.1. the sum of ONE HUNDRED TWO THOUSAND ONE HUNDRED THIRTY EIGHT DOLLARS WITH THIRTY EIGHT CENTS ($102,138.38) has been paid by Buyer to Sellers simultaneously with the execution of this public deed, as consideration for the Option, as good faith deposit (the "Deposit"), which will be non-reimbursable, except only as set forth below in this public deed. Sellers hereby acknowledge receipt of the Deposit.----------

----------2.1.2 the sum of THREE HUNDRED SIX THOUSAND FOUR HUNDRED FIFTEEN DOLLARS WITH FOURTEEN CENTS ($306,415.14) will be payable in full, through manager's check to the order of Sellers, simultaneously with the execution of the purchase sale public deed whereby Buyer will acquire fee simple title to the PROPERTY and the possession thereof, pursuant to the Option (the "Purchase-Sale Deed").----------

----------2.1.3. the sum of SIX HUNDRED TWELVE THOUSAND EIGHT HUNDRED THIRTY DOLLARS WITH TWENTY EIGHT CENTS ($612,830.28) will be deferred (the "Deferred Purchase Price") and payable in two (2) annual installments of THREE HUNDRED SIX THOUSAND FOUR HUNDRED FIFTEEN DOLLARS WITH FOURTEEN CENTS ($306,415.14) each, on the first (1st) and second (2nd) anniversary of the execution of the Purchase-Sale Deed, respectively.----------

---Interest on the outstanding principal balance of the Deferred Purchase Price will accrue, beginning on the date of execution of the Purchase Sale Deed and until full payment

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thereof, at the simple rate of five per cent (5%) per annum, payable together with each of the aforementioned installments of the Deferred Purchase Price.----------

---The Deferred Purchase Price will evidenced and guaranteed by one (1) promissory note, in the principal amount of SIX HUNDRED TWELVE THOUSAND EIGHT HUNDRED THIRTY DOLLARS WITH TWENTY EIGHT CENTS ($612,830.28), which will be in turn guaranteed by a first mortgage in the principal sum of SIX HUNDRED TWELVE THOUSAND EIGHT HUNDRED THIRTY DOLLARS WITH TWENTY EIGHT CENTS ($612,830.28) (the "$612,830.28 Mortgage") encumbering the PROPERTY, issued by Buyer to the order of Sellers, due in two (2) annual installments of THREE HUNDRED SIX THOUSAND FOUR HUNDRED FIFTEEN DOLLARS WITH FOURTEEN CENTS ($306,415.14) each, on the first (1st) and second (2nd) anniversary of the execution of the Purchase Sale Deed, respectively, with interest at five per cent (5%) per annum, from the date of execution of the Purchase-Sale Deed until full payment thereof, payable together with each of the aforementioned installments of principal.----------

---The deed of constitution of the $612,830.28 Mortgage will be executed before a notary public selected by Buyer. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of the Property of Puerto Rico of the deed of constitution of the $612,830.28 Mortgage will be paid by Buyer.----------

-----2.2. In addition to the Deposit and as an additional *sine qua non* condition and consideration for the Option, Buyer will

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pay to Seller a non-refundable fee (which will not be credited to the purchase-sale price of the PROPERTY), in an amount equivalent to five per cent (5%) per annum on the principal sum of NINE HUNDRED NINETEEN THOUSAND TWO HUNDRED FORTY FIVE DOLLARS WITH FORTY TWO CENTS ($919,245.42), from the date of execution of this public deed until (i) the date of execution of the Purchase-Sale Deed; or (ii) the date this Option ends for any reason whatsoever, whichever occurs first. Said non-refundable fee shall be paid in monthly installments, starting thirty (30) calendar days after the execution of this public deed and until (i) the date of execution of the Purchase-Sale Deed; or (ii) the date this Option ends for any reason whatsoever, whichever occurs first.----------

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-----2.3. The Option is granted for a term of one (1) year, starting on the date of execution of this public deed and ending on February seventeen (17), two thousand twenty four (2024) (the "Term").----------

-----2.4. Upon the execution of the Purchase-Sale Deed, the Deposit will be credited to the portion of the purchase-sale price payable on the date of execution of the Purchase-Sale Deed.----------

-----2.5. If the Term ends and Buyer has not bought the PROPERTY within the Term (except for reasons attributable to Sellers), then the Deposit will be lost by Buyer, and will become the property of Sellers, as liquidated damages. If the PROPERTY cannot be bought by Buyer within the Term, for reasons attributable to Sellers, then Sellers will reimburse the Deposit to Buyer at the end of the Term.----------

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-----2.6. The real estate property taxes payable to the Centro de Recaudaciones de Ingresos Muncipales ("CRIM"), and all special taxes (if applicable) of the PROPERTY will be the responsibility of Sellers and payable by Sellers up to the date of execution of the Purchase-Sale Deed (the "Closing Date"). Thereafter they shall be the responsibility of Buyer and payable by Buyer.----------

-----2.7. The Purchase-Sale Deed shall be executed before a notary public selected by Buyer.----------

-----2.8. Deeds to cancel any liens or encumbrances affecting the PROPERTY, if any, existing at the time of execution of the Purchase-Sale Deed, except any permitted encumbrances will be executed no later than the Closing Date, before a notary public selected by Buyer.----------

-----2.9. Through the Purchase-Sale Deed, Buyer will acquire recordable fee simple title to the PROPERTY and the possession thereof, "as is, where is", free and clear of occupants, liens and encumbrances, except permitted encumbrances disclosed in this deed, if any. During the Term of the Option, Sellers will have the possession of the PROPERTY and will be allowed to conduct legal business activities in the PROPERTY.----------

-----2.10. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of the Property of Puerto Rico of this public deed and of the Purchase-Sale Deed will be paid by Buyer.----------

-----2.11. The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of the Property of the deeds of cancellation mentioned in

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Section 2.8, above (if any) shall be paid by Sellers.----------

-----2.12. This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them.----------

-----2.13. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of Puerto Rico in the event of any litigation pursuant to this public deed.

-----2.14. All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

------TO SELLERS:----------
------EDGARDO MANUEL HERNANDEZ ALVARADO----------
------CYNTHIA CARIDAD MELENDEZ SALGADO----------
------1320 Riding Brook Dr.----------
------Colllierville, Tennessee 38017----------
-----Electronic Mail: edgardo328@gmail.com----------

------TO BUYER:----------
------PR INVESTCO LLC----------
-------733 Third Avenue----------
-------New York, NY 10017----------
------Attention: Eileen Sawyer----------
-----Electronic Mail: roberto.ruiz@ccgc.com.do----------

------TO THE BROKER:----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920----------
------Attention: José Enrique Pérez Cruz----------
-----Electronic Mail: passportre@gmail.com----------

-----2.15. Sellers represent and warrant to Buyer that, to the best of Sellers' knowledge, in the PROPERTY there are no toxic, dangerous, contaminated or contaminating substances, and that the PROPERTY has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----2.16. The appearing parties acknowledge that the Broker, mister José Enrique Pérez Cruz, real estate broker

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with Puerto Rico license number ten thousand four hundred seventy eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the subject of this Option. The fees to Mr. Pérez Cruz and his associates, if any, for said service will be the responsibility of Buyer and paid simultaneously with the execution of the Purchase-Sale Deed, only if the Option is exercised by Buyer and Buyer buys the PROPERTY pursuant to the Option. Said fees will amount to FIFTY TWO THOUSAND ONE HUNDRED FIFTY SIX DOLLARS WITH EIGHTY TWO CENTS ($52,156.82), equivalent to five percent (5%) of the purchase-sale price of the PROPERTY.----------

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-----2.17. The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed.----------

-----2.18. In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgement or judicial order, then and in that event the rest of this public deed will continue in full force and effect.

-----2.19. During the Term, Buyer and its employees, agents and/or contractors are authorized to enter the PROPERTY to make studies, identify boundaries, take measurements and make inspections, during business days and hours, and the persons entering the PROPERTY pursuant to this authorization will be responsible for the damages suffered or caused by them in the PROPERTY. Every employee who enters the PROPERTY pursuant to this authorization will be insured by a valid policy of the Puerto Rico State Insurance

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Fund, and, if applicable, of the "Chauffers' Insurance" or "Seguro Choferil". In addition, Buyer will have in place, during the term of the Option, a public liability insurance policy covering damages caused or suffered in the PROPERTY by the persons who enter it pursuant to this authorization, with a minimum coverage of ONE MILLION DOLLARS ($1,000,000) per occurrence. Sellers will appear as co-insured in the policy, together with Buyer.----------

-----2.20. During the Term, Buyer is authorized to seek the approvals, permits and endorsements necessary for the development in the PROPERTY of a residential, recreational and tourism project, or of part of a residential, recreational and tourism project, provided the existing DTS zoning of the PROPERTY is not changed, and that such approvals, permits and endorsements (i) comply with the requirements of the existing DTS zoning of the PROPERTY; and (ii) do not negatively affect and/or diminish the value or quality of the PROPERTY. Sellers hereby commit to confirm this authorization in writing if required by Buyer, for presentation to the corresponding public or governmental agencies and entities. If the PROPERTY is not purchased by Buyer, all approvals, permits and endorsements obtained by Buyer for the PROPERTY pursuant to the aforesaid authorization will be transferred and assigned by Buyer to Sellers at the end of the Term, at no cost to Sellers.----------

-----2.21. The PROPERTY may not be altered during the Term, except only if specifically authorized in advance, in writing, by Sellers and Buyer.----------

-----2.22. The Option is not transferable by Sellers.

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Conversely, Buyer is authorized to transfer or assign this agreement and all its rights and obligations hereunder, at the sole option and discretion of Buyer.----------

---**THIRD:** Additional Documentation. The parties hereto agree to execute and deliver any additional instruments and documents that may be necessary to record the transaction contemplated in this deed in the Registry of the Property of Puerto Rico. Any costs and expenses, including attorneys' fees, incurred in connection with the execution of any additional instruments and documents shall be for the account of the Buyer. ----------

---**FOURTH:** Request to the Registrar. The Honorable Registrar of the Property of Puerto Rico is respectfully requested to record in the Registry of the Property of Puerto Rico the Option, as set forth in this deed.----------

---**FIFTH:** If Buyer does not purchase the PROPERTY pursuant to the Option, Buyer will, within thirty (30) consecutive calendar days after the end of the Term, at Buyer's cost and expense, (i) cancel the lien or encumbrance on the PROPERTY created by the Option; and (ii) file for recordation in the Registry of the Property of Puerto Rico any and all documents needed for the recording of said cancellation in the Registry of the Property. If the appearance of Sellers is required in said cancellation, Sellers will appear therein.----------

----------ACCEPTANCE AND WARNINGS----------

---The appearing parties to this deed accept the same as drafted because it has been drawn up in accordance with their stipulations, terms and conditions. I, the Notary, made to the

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appearing parties the necessary legal warnings concerning the execution of this deed and they were fully advised by me thereon. Specifically, I advised them of the following:----------

-----(a) That any liens or encumbrances affecting title to the PROPERTY that may be filed for recordation prior to the filing of this deed may be legally binding and could take precedence over this deed.----------

-----(b) It is advisable to verify the status of liens and encumbrances on the PROPERTY as they may appear from the Registry of the Property of Puerto Rico on the date hereof and of the adverse consequences which may result from the failure to do so. To this effect, the appearing parties have been warned and advised by the subscribing Notary Public about the following: (i) that the digital system of recordation of the Digital Registry of Immovable Property of the Commonwealth of Puerto Rico provides Access to the Electronic Diary of Daily Operations, the Electronic Book of Recordations, and the Single Book of Lines ("Libro Unico de Embargos") twenty four (24) hours a day, seven (7) days a week for both inquiries and filings which may affect the registration or rights under this deed; (ii) that said electronic books have been reviewed up to the date of the title search prepared for this transaction; and (iii) that the authorizing Notary Public has not consulted the Registry of the Property of Puerto Rico in any way whatsoever after the date of the aforementioned title search, to all of which the appearing parties give their acceptance and compliance, being fully aware of its consequences.----------

-----(c) That this deed was prepared in accordance with a title

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search (the "Title Search"), prepared by **Capital Title Services, Inc.**, an entity engaged in such business, and not by the undersigned Notary. The aforementioned Title Search is dated August eighteen (18), two thousand twenty two (2022).----------

-----(d) The appearing parties accept the Title Search and are satisfied with the contents thereof. Consequently, the appearing parties release the Notary from any responsibility due to errors or omissions in said Title Search and/or due to any changes in the title to the PROPERTY or in its liens and encumbrances that might occur between the date of the Title Search and the date this deed is presented to the Registry of the Property of Puerto Rico for registration.----------

-----(e) The necessity and convenience of obtaining a negative certification of debt from the Municipal Revenue Collection Center tax rolls (CRIM – Centro de Recaudaciones de Ingresos Municipales) regarding the PROPERTY.----------

-----(f) This deed must be recorded in the appropriate Section of the Registry of the Property of Puerto Rico in order to bind all rights herein to third-parties.----------

---The appearing parties waived the right which I advised them they had to have witnesses to the execution of this deed; but, upon my advice, made use of their right to read the same, and, finding it drafted to their entire satisfaction, having been advised by me, the Notary, of the pertinent legal warnings and reservations, acknowledging that they have understood this deed in all its parts, fully ratify and confirm the statements contained herein as the true and exact embodiment of their stipulations, terms, and conditions, proceed to sign before

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me, and to affix their initials on each folio of the same.----------

---And I, the Notary, do hereby CERTIFY AND ATTEST as to my personal knowledge or identification of the appearing parties and as to their personal circumstances, in accordance with their statements, as well as to all other things herein contained.----------

---I, the Notary, CERTIFY AND GIVE FAITH.----------

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CERTIFICO que en la misma fecha y lugar de su otorgamiento expedí primera copia certificada a favor de la parte compradora. DOY FE. ----

Notario(a) Público(a)

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----DEED NUMBER THIRTY TWO (32)----------

------ DEED OF OPTION TO PURCHASE REAL ESTATE ------

---In the City of Mayaguez, Puerto Rico, on this ninth (9th) day of June, two thousand twenty three (2023),----------

---------- **BEFORE ME,** ----------

---MARIA DEL ROSARIO PUJOL THOMPSON, Attorney-at-Law and Notary Public in and for the Commonwealth of Puerto Rico, with residence in Guaynabo, Puerto Rico, and offices located at suite two hundred (200), Puerta del Condado Building, one thousand ninety five (1095) Wilson Street, San Juan, Puerto Rico,----------

---------- **APPEAR:** ----------

---AS PARTY OF THE FIRST PART: The following eight (8) persons who will be hereinafter jointly referred to as "Sellers": **(i) MARIANITA CARBÓ CRUZ** (hereinafter referred to as "MARIANITA"), who is of legal age, single, property owner and resident of Mayaguez, Puerto Rico; **(ii) MARIA JULIA MERINO MORENO** (hereinafter referred to as "MARIA JULIA"), who is of legal age, married to José Bermúdez, property owner and resident of Mayaguez, Puerto Rico; **(iii) JULIO MERINO RODRIGUEZ** (hereinafter referred to as "JULIO"), who is of legal age, married to Leidis Regalado Arias, merchant and resident of Miami, Florida, United States of America; **(iv) ROLANDO MERINO CARBÓ** (hereinafter referred to as "ROLANDO"), who is of legal age, married to Desiree Vallejo Colón, property owner and resident of Baytown, Texas, United States of America, who appears herein represented by his attorney in fact ("apoderada") Marianita Carbó Cruz, who is of legal age, single, property

owner and resident of Mayaguez, Puerto Rico, pursuant to General Power of Attorney ("Poder General"), executed on March eleven (11), two thousand twenty three (2023), in Houston, Texas, United States of America, before notary public Ana Membreno, with license number one, two, five, zero, three, three, four, five, three (125033453) and whose commission expires on August twenty five (25), two thousand twenty four (2024), protocolized in Cabo Rojo, Puerto Rico, as per public deed number eight (8) of April fourteen (14), two thousand twenty three (2023), before notary public Martín Aguilar Martínez. I, the Notary, hereby certify that I have had before me a certified copy of said Deed of Protocolization, that I have reviewed it, together with a certified copy of the aforesaid General Power of Attorney, and that, in my opinion, said documents are legally valid and correct, and comply with all legal requirements needed to authorize MARIANITA to appear in this public deed on behalf of ROLANDO, as attorney in fact ("apoderada") of ROLANDO; **(v) JOHANNA MERINO CARBÓ** (hereinafter referred to as "JOHANNA"), who is of legal age, married to Luis Pérez Torres, merchant and resident of Fredericksburg, Virginia, United States of America, who appears herein represented by her attorney in fact ("apoderada"), Julia Torres Hernández, who is of legal age, single, property owner and resident of San Juan, Puerto Rico, pursuant to General Power of Attorney ("Poder General") created as per public deed number eighteen (18), of November fifteen (15), two thousand eighteen (2018), executed in Mayaguez, Puerto Rico, before notary public Gabriel J. Tamayo Pérez. I the Notary, hereby certify that I

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have had before me a certified copy of said deed of General Power of Attorney, that I have reviewed it, and that in my opinion, said document is legally valid and correct, and complies with all legal requirements needed to authorize Julia Torres Hernández to appear in this public deed on behalf of JOHANNA, as attorney in fact ("apoderada") of JOHANNA; **(vi) OSMARY MERINO HERNANDEZ** (hereinafter referred to as "OSMARY"), who is of legal age, single, operator and resident of the municipality of Encrucijada, Villa Clara province, Republic of Cuba, who appears herein represented by his attorney in fact ("apoderado"), JULIO, who is of legal age, married, merchant and resident of Miami, Florida, United States of America, pursuant to Special Power of Attorney ("Poder Especial") created as per public deed number twenty two (22), of January nineteen (19), two thousand nineteen (2019), executed in the municipality of Encrucijada, Villa Clara province, Republic of Cuba, before Cuban notary public Juan Manuel Hernández Granado, protocolized in San Juan, Puerto Rico, as per public deed number six (6), of February sixteen (16), two thousand twenty three (2023), before Puerto Rico notary public María del Rosario Pujol Thompson. I, the Notary, hereby certify that I have had before me a certified copy of said Deed of Protocolization, that I have reviewed it, together with a certified copy of the aforesaid special power of attorney, and that, in my opinion, said documents are legally valid and correct, and comply with all legal requirements needed to authorize JULIO to appear in this public deed on behalf of OSMARY, as attorney in fact ("apoderado") of OSMARY; **(vii) OSMARA ROSA MERINO HERNANDEZ**

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(hereinafter referred to as "OSMARA"), who is of legal age, single, property owner and resident of the municipality of Encrucijada, Villa Clara province, Republic of Cuba, who appears herein represented by her attorney in fact, JULIO, who is of legal age, married, merchant and resident of Miami, Florida, United States of America, pursuant to Special Power of Attorney ("Poder Especial") created as per public deed number twenty three (23), of January nineteen (19), two thousand nineteen (2019), executed in the municipality of Encrucijada, Villa Clara province, Republic of Cuba, before Cuban notary public Juan Manuel Hernández Granado, protocolized in San Juan, Puerto Rico, as per public deed number seven (7), of February sixteen (16), two thousand twenty three (2023), before Puerto Rico notary public María del Rosario Pujol Thompson. I, the Notary, hereby certify that I have had before me a certified copy of said Deed of Protocolization, that I have reviewed it, together with a certified copy of the aforesaid special power of attorney, and that, in my opinion, said documents are legally valid and correct, and comply with all legal requirements needed to authorize JULIO to appear in this public deed on behalf of OSMARA, as attorney in fact ("apoderado") of OSMARA; and **(viii) OMAR MERINO JIMENEZ** (hereinafter referred to as "OMAR"), who is of legal age, single, unemployed and resident of the municipality of Encrucijada, Villa Clara province, Republic of Cuba, who appears herein represented by his attorney in fact ("apoderado"), JULIO, who is of legal age, married, merchant and resident of Miami, Florida, United States of America, pursuant to Special Power of Attorney

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("Poder Especial") created as per public deed number twenty one (21), of January nineteen (19), two thousand nineteen (2019), executed in the municipality of Encrucijada, Villa Clara province, Republic of Cuba, before Cuban notary public Juan Manuel Hernández Granado, protocolized in San Juan, Puerto Rico, as per public deed number eight (8), of February sixteen (16), two thousand twenty three (2023), before Puerto Rico notary public María del Rosario Pujol Thompson. I, the Notary, hereby certify that I have had before me a certified copy of said Deed of Protocolization, that I have reviewed it, together with a certified copy of the aforesaid special power of attorney, and that, in my opinion, said documents are legally valid and correct, and comply with all legal requirements needed to authorize JULIO to appear in this public deed on behalf of OMAR, as attorney in fact ("apoderado") of OMAR;--

---**AS PARTY OF THE SECOND PART: PR INVESTCO LLC** (hereinafter "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of the State of Delaware, United States of America, represented herein by its authorized representative, MS. GLADYS OMAYRA FONTANEZ REYES, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this public deed arises from Certificate of Resolution of PR INVESTCO LLC signed by Eileen Sawyer, in her capacity of Manager of PR INVESTCO LLC, on May seventeen (17), two thousand twenty three (2023), in New York, New York, United States of America, before notary public Eric Orenstein, an original of which I, the Notary, hereby certify to have had before me, and

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which, in my opinion, is in full compliance with all legal requirements to authorize Ms. Gladys Omayra Fontanez Reyes to appear in this public deed on behalf of Buyer; and----------

---AS THE PARTY OF THE THIRD PART: Mister **JOSE ENRIQUE PEREZ CRUZ**, also known as José E. Pérez (hereinafter the "Broker"), who is of legal age, married, real estate broker, and resident of Bayamón, Puerto Rico.----------

---I, the Notary, certify that I am personally acquainted with GLADYS OMAYRA FONTANEZ REYES, JOSE ENRIQUE PEREZ CRUZ, MARIANITA, MARIA JULIA, ROLANDO, JOHANNA and JULIO and, through their statements, I further certify as to their respective ages, civil status, residences and occupations. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument. I, the Notary, certify that I am not personally acquainted with OSMARY, OSMARA and OMAR, who appear herein represented by JULIO, as their attorney in fact. I certify that the respective ages, civil status, residences, occupations and legal capacities of OSMARY, OSMARYA and OMAR to execute this public deed represented by JULIO appear from their respective powers of attorney mentioned hereinabove. Accordingly, the parties hereby----------

----------STATE AND AGREE:----------

---FIRST: <u>The Property; Title, Liens and Encumbrances</u>.------

-----One. <u>Title</u>. MARIANITA is the owner in fee simple title ("pleno dominio") and has the possession of a fifty percent (50%) participation or interest in the six (6) parcels of land

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described in the Spanish language hereinafter, which will be jointly referred to hereinafter as the "PROPERTY". MARIANITA, MARIA JULIA, JULIO, ROLANDO, JOHANNA, OSMARY, OSMARA and OMAR are the legitimate heirs (hereinafter, jointly, the "Heirs") of Mister Quirino Merino Pedroso (hereinafter "QUIRINO") as it appears from QUIRINO's last will and testament, deed number thirty seven (37), executed in Cabo Rojo, Puerto Rico, on December twenty one (21), two thousand ten (2010), before notary public Martín Aguilar Martínez (hereinafter the "Last Will and Testament"). As per the Last Will and Testament, the Heirs are the owners in fee simple title ("pleno dominio") and have the possession of a fifty percent (50%) participation or interest in the PROPERTY:----------

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----------**PROPERTY ONE (1)**----------

---**"RUSTICA:** Parcela número veintiuno (21), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número veinte (20) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número treinta y cuatro (34) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número cincuenta (50) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número once (11) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."-

---PROPERTY ONE (1) is parcel number eighteen thousand seven hundred eighty two (18,782), recorded at page one hundred sixty (160) of volume nine hundred seventy four (974), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico (the "Registry").----------

---PROPERTY ONE (1) was acquired by MARIANITA and QUIRINO when they were married to each other, through

deed number two hundred fifty four (254), executed in Mayaguez, Puerto Rico, on June one (1), nineteen ninety (1990), before notary public Roberto M. García Rullán, recorded at the overleaf of page two hundred forty one (241), of volume five hundred nine (509) of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty two (18,782), second (2nd) inscription. PROPERTY ONE (1) was acquired by the Heirs pursuant to the Last Will and Testament.----------

---The real property tax identification number ("Número de Catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to PROPERTY ONE (1) is three hundred seventy nine dash zero zero zero dash zero ten dash zero five dash zero zero zero (379-000-010-05-000).----------

---By its origin, PROPERTY ONE (1) is free of liens and encumbrances. ----------

---By itself, the PROPERTY ONE (1) is subject to: ----------

-----A) Restrictive covenants of edification and use constituted as per deed number two hundred fifty one (251), executed in Mayaguez, Puerto Rico, on June one (1), nineteen ninety (1990), before notary public Roberto M. García Rullán, recorded at page two hundred forty one (241) of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty two (18,782), first (1st) inscription.----------

-----B) Mortgage guaranteeing a mortgage note to the order of its bearer, in the principal sum of NINETY THOUSAND DOLLARS ($90,000), with interest at ten per cent (10%) per annum, due upon demand, constituted as per deed number

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two hundred fifty five (255), executed in Mayaguez, Puerto Rico, on June one (1), nineteen hundred ninety (1990), before notary public Roberto M. García Rullán, recorded at the overleaf of page two hundred forty one (241), of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty two (18,782), second (2nd) inscription, modified as per deed number four hundred six (406), executed in Mayaguez, Puerto Rico, on June eighteen (18), two thousand four (2004), before notary public Esther Rebeca Luzón Colón, recorded at page one hundred sixty six (166), of volume nine hundred seventy four (974), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty two (18,782), third (3rd) inscription.----------

----------PROPERTY TWO (2)----------

---**"RUSTICA:** Parcela número veinte (20) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número cuarenta y siete (47) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número veintiuno (21) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número cincuenta y siete (57) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número diez (10) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."----------

---PROPERTY TWO (2) is parcel number eighteen thousand seven hundred eighty one (18,781), recorded at page two hundred thirty five (235) of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry.----------

---PROPERTY TWO (2) was acquired by MARIANITA and

QUIRINO when they were married to each other, through deed number two hundred fifty two (252), executed in Mayaguez, Puerto Rico, on June one (1), nineteen hundred ninety (1990), before notary public Roberto M. García Rullán, recorded at page two hundred thirty six (236), of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty one (18,781), second (2nd) inscription. PROPERTY TWO (2) was acquired by the Heirs pursuant to the Last Will and Testament.----------

---The real property tax identification number ("Número de Catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to PROPERTY TWO (2) is three hundred seventy nine dash zero zero zero dash zero ten dash zero four dash zero zero zero (379-000-010-04-000).----------

---By its origin, PROPERTY TWO (2) is free of liens and encumbrances.----------

---By itself, PROPERTY TWO (2) is subject to:----------

-----A) Restrictive covenants of edification and use constituted as per deed number two hundred fifty one (251), executed in Mayaguez, Puerto Rico, on June one (1), nineteen ninety (1990), before notary public Roberto M. García Rullán, recorded at page two hundred thirty five (235) of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty one (18,781), first (1st) inscription.----------

-----B) Mortgage guaranteeing a mortgage note to the order of its bearer, in the principal sum of NINETY THOUSAND

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DOLLARS ($90,000), with interest at ten per cent (10%) per annum, due upon demand, constituted as per deed number two hundred fifty three (253), executed in Mayaguez, Puerto Rico, on June one (1), nineteen hundred ninety (1990), before notary public Roberto M. García Rullán, recorded at page two hundred thirty six (236), of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty one (18,781), second (2nd) inscription, modified as per deed number four hundred nine (409), executed in Mayaguez, Puerto Rico, on June eighteen (18), two thousand four (2004), before notary public Esther Rebeca Luzón Colón, recorded at page one hundred sixty three (163), of volume nine hundred seventy four (974), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty one (18,781), third (3rd) inscription.----------

----------**PROPERTY THREE (3)**----------

---**"RUSTICA:** Parcela número diecinueve (19) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con el Mar Caribe; por el SUR, con la parcela número catorce (14) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número uno (1) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número ciento ochenta y uno (181) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."----------

---PROPERTY THREE (3) is parcel number eighteen hundred eight hundred thirty (18,830), recorded at page two hundred twenty nine (229) of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry.----------

--- PROPERTY THREE (3) was acquired by MARIANITA and

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QUIRINO when they were married to each other, through deed number ten (10) executed in Mayaguez, Puerto Rico, on February twenty two (22), nineteen hundred eighty eight (1988), before notary public Juan Agustín Rivero, recorded at page number two hundred twenty nine (229) of volume five hundred seventy (570), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred thirty (18,830), second (2nd) inscription. PROPERTY THREE (3) was acquired by the Heirs pursuant to the Last Will and Testament.----------

---The real property tax identification number ("número de catastro") assigned by the Muncipal Revenue Collection Center ("CRIM") to PROPERTY THREE (3) is three hundred seventy nine dash zero zero zero dash zero ten dash zero three dash zero zero zero (379-000-010-03-000).----------

---By its origin, PROPERTY THREE (3) is free of liens and encumbrances.----------

---By itself, PROPERTY THREE (3) is subject to:----------

-----A) Restrictive covenants of edification and use constituted as per deed number seven (7), executed in Mayaguez, Puerto Rico, on February twenty (20), nineteen hundred eighty eight (1988), before notary public Juan Agustín Rivero, recorded at page two hundred twenty nine (229) of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred thirty (18,830), second (2nd) Marginal Note.----------

-----B) Mortgage guaranteeing a mortgage note to the order of its bearer, in the principal sum of FIFTY THOUSAND

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DOLLARS ($50,000), with interest at a variable rate over the preferential rate, due upon demand, constituted as per deed number one thousand seven hundred sixty seven (1,767), executed in Mayaguez, Puerto Rico, on July twelve (12), two thousand (2000), before notary public Francisco Biaggi Landrón, recorded at page twenty one (21), of volume seven hundred fifty seven (757), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred thirty (18,830), third (3rd) inscription, modified as per deed number four hundred seven (407), executed in Mayaguez, Puerto Rico, on June eighteen (18), two thousand four (2004), before notary public Esther Rebeca Luzón Colón, recorded at page twenty one (21), of volume seven hundred fifty seven (757), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred thirty (18,830), fourth (4th) inscription.----------

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----------**PROPERTY FOUR (4)**----------

---**"RUSTICA:** Parcela número ciento ochenta y uno (181) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con el Mar Caribe; por el SUR, con la parcela número catorce (14) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número diecinueve (19) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número ciento ochenta y dos (182) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."----------

---PROPERTY FOUR (4) is parcel number eighteen thousand eight hundred sixteen (18,816), recorded at page one hundred forty five (145) of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

--- PROPERTY FOUR (4) was acquired by MARIANITA and QUIRINO when they were married to each other, through deed number eight (8), executed in Mayaguez, Puerto Rico, on February twenty (20), nineteen hundred eighty eight (1988), before notary public Juan Agustín Rivera, recorded at page one hundred forty five (145), of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred sixteen (18,816), second (2nd) inscription. PROPERTY FOUR (4) was acquired by the Heirs pursuant to the Last Will and Testament.----------

---The real property tax identification number ("número de catastro") assigned by the Muncipal Revenue Collection Center ("CRIM") to PROPERTY FOUR (4) is three hundred seventy nine dash zero zero zero dash zero zero nine dash zero five dash zero zero zero (379-000-009-05-000).----------

---By its origin, PROPERTY FOUR (4) is free of liens and encumbrances.----------

---By itself, PROPERTY FOUR (4) is subject to the following liens and encumbrances:----------

-----A) Restrictive covenants of edification and use, constituted as per deed number seven (7), executed in Mayaguez, Puerto Rico, on February twenty (20), nineteen hundred eighty eight (1988), before notary public Juan Agustín Rivero, recorded at page one hundred forty five (145), of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred sixteen (18,816), first (1st) recording.-

----------PROPERTY FIVE (5)----------

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---**"RUSTICA:** Parcela número treinta y dos (32) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número cuarenta y uno (41) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número sesenta y cinco (65) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número treinta y nueve (39) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número setenta y tres (73) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."----------

---PROPERTY FIVE (5) is parcel number eighteen thousand six hundred ninety five (18,695), recorded at page nineteen (19) of volume five hundred eight (508), of Cabo Rojo, Section of San Germán of the Registry.----------

--- PROPERTY FIVE (5) was acquired by MARIANITA and QUIRINO when they were married to each other, through deed number thirty four (34), executed in Cabo Rojo, Puerto Rico, on September nineteen (19), two thousand eight (2008), before notary public Martín Aguilar Martínez, presented for inscription on March six (6), two thousand twenty three (2023), at entry number two thousand twenty three dash zero two six zero one six dash "S""G" zero one (2023-026016-SG01) of the Karibe System, First (1st) Section of San Germán of the Registry. PROPERTY FIVE (5) was acquired by the Heirs pursuant to the Last Will and Testament.----------

---The real property tax identification number ("número de catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to PROPERTY FIVE (5) is four hundred two dash zero zero eight dash three hundred twenty seven dash twenty five dash zero zero zero (402-008-327-25-000).--------

---By its origin, PROPERTY FIVE (5) is free of liens and encumbrances.----------

---By itself, PROPERTY FIVE (5) is subject to the following liens and encumbrances:----------

-----A) Mortgage over PROPERTY FIVE (5) and other parcels of land guaranteeing a mortgage note in favor of Doral Bank, or to its order, in the principal sum of one million seven hundred thousand dollars ($1,700,000), and whereby PROPERTY FIVE (5) responds for the sum of NINETEEN THOUSAND SEVEN HUNDRED SEVENTY SIX DOLLARS ($19,776), with interest at fifteen per cent (15%) per annum, due upon demand, constituted by deed number forty one (41), executed in San Juan, Puerto Rico, on May thirty one (31), two thousand (2000), before notary public Francisco Pujol Meneses, recorded at page ten (10) of volume eight hundred sixty four (864), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand six hundred ninety five (18,695), third (3rd) inscription, clarified by deed number forty five (45), executed in San Juan, Puerto Rico, on August twenty two (22), two thousand five (2005), before notary public Francisco Pujol Meneses, recorded at the margin of the third (3rd) inscription.----------

-----B) Mortgage over PROPERTY FIVE (5) and other parcels of land guaranteeing a mortgage note in favor of Doral Bank, or to its order, in the principal sum of one million three hundred thousand dollars ($1,300,000), and whereby PROPERTY FIVE (5) responds for the sum of FIFTEEN THOUSAND ONE HUNDRED TWENTY THREE DOLLARS ($15,123), with interest at fifteen per cent (15%) per annum,

MARIA DEL ROSARIO PUJOL THOMPSON ABOGADO-NOTARIO

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due upon demand, constituted by deed number thirty two (32), executed in San Juan, Puerto Rico, on April twenty five (25), two thousand one (2001), before notary public Francisco Pujol Meneses, recorded at page ten (10) of volume eight hundred sixty four (864), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand six hundred ninety five (18,695), fourth (4th) inscription, clarified by deed number forty five (45), executed in San Juan, Puerto Rico, on August twenty two (22), two thousand five (2005), before notary public Francisco Pujol Meneses, recorded at the margin of the fourth (4th) inscription.----------

-----C) Mortgage over PROPERTY FIVE (5) and other parcels of land guaranteeing a mortgage note in favor of its bearer, or to its order, in the principal sum of three hundred seventy thousand dollars ($370,000), and whereby PROPERTY FIVE (5) responds for the sum of FOUR THOUSAND SIX HUNDRED TWENTY FIVE DOLLARS ($4,625), with interest at five per cent (5%) per annum, due upon demand, constituted by deed number ninety two (92), executed in Mayaguez, Puerto Rico, on September twenty nine (29), two thousand five (2005), before notary public José M. Biaggi Junquera, recorded at the overleaf of page ten (10), of volume eight hundred sixty four (864), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand six hundred ninety five (18,695), sixth (6th) inscription.----------

----------**PROPERTY SIX (6)**----------

---**"RUSTICA:** Parcela número dieciocho (18), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con la

parcela número uno (1) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número veintidós (22) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número sesenta (60) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número catorce (15) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."-----

---PROPERTY SIX (6) is parcel number eighteen thousand eight hundred twenty nine (18,829), recorded at page two hundred twenty three (223) of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry.----------

---PROPERTY SIX (6) was acquired by MARIANITA and QUIRINO when they were married to each other, through deed number two hundred fifty eight (258), executed in Mayaguez, Puerto Rico, on December twenty three (23), nineteen ninety three (1993), before notary public José A. Olivieri Rodríguez, recorded at page two hundred twenty four (224) of volume five hundred ten (510), of volume five hundred nine (509) of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred twenty nine (18,829) third (3rd) inscription. PROPERTY SIX (6) was acquired by the Heirs pursuant to the Last Will and Testament.----------

---The real property tax identification number ("número de catastro") assigned by CRIM to PROPERTY SIX (6) is three hundred seventy nine dash zero ninety nine dash three hundred twenty seven dash seventy nine dash zero zero zero (379-099-327-79-000).----------

---By its origin, PROPERTY SIX (6) is subject to easements in favor or all public utilities. ----------

---By itself, the PROPERTY SIX (6) is free of liens and

encumbrances.----------

---MARIA JULIA, JULIO, ROLANDO and JOHANNA represent and warrant that they will acquire the PROPERTY in their personal capacities, as heirs of QUIRINO and not as part of any conjugal partnership.----------

---SECOND: Buyer wishes to acquire an option to buy the PROPERTY, with all its improvements, and rights and annexes, together with the possession thereof, and Sellers wish to grant, and hereby grant, said option to Buyer (hereinafter the "Option"), which is done pursuant to this public instrument and in accordance with the following:----------

----------TERMS AND CONDITIONS:----------

-----2.1. The purchase-sale price of the PROPERTY will be the lump sum of SEVEN MILLION TWO HUNDRED THOUSAND DOLLARS ($7,200,000), of which (i) ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000) will correspond and will be allocated to PROPERTY ONE (1); (ii) ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000) will correspond and will be allocated to PROPERTY TWO (2); ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000) will correspond and will be allocated to PROPERTY THREE (3); (iv) ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000) will correspond and will be allocated to PROPERTY FOUR (4); ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000) will correspond and will be allocated to PROPERTY FIVE (5); and ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000) will

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correspond and will be allocated to PROPERTY SIX (6).-------

---The SEVEN MILLION TWO HUNDRED THOUSAND DOLLARS ($7,200,000) purchase price of the PROPERTY is payable as follows:----------

----------2.1.1. the sum of THREE HUNDRED SIXTY THOUSAND DOLLARS ($360,000) has been paid by Buyer to Sellers simultaneously with the execution of this public deed, as consideration for the Option and as good faith deposit (the "Deposit"), which will be non-reimbursable, except only as set forth below in this public deed. Sellers hereby acknowledge receipt of the Deposit. Of said Deposit, (i) SIXTY THOUSAND DOLLARS ($60,000) will correspond and will be allocated to PROPERTY ONE (1); (ii) SIXTY THOUSAND DOLLARS ($60,000) will correspond and will be allocated to PROPERTY TWO (2); (iii) SIXTY THOUSAND DOLLARS ($60,000) will correspond and will be allocated to PROPERTY THREE (3); (iv) SIXTY THOUSAND DOLLARS ($60,000) will correspond and will be allocated to PROPERTY FOUR (4); (v) SIXTY THOUSAND DOLLARS ($60,000) will correspond and will be allocated to PROPERTY FIVE (5); and (vi) SIXTY THOUSAND DOLLARS ($60,000) will correspond and will be allocated to PROPERTY SIX (6).----------

----------2.1.2 the sum of SIX MILLION EIGHT HUNDRED FORTY THOUSAND DOLLARS ($6,840,000) will be payable in full by Buyer to the order of Sellers, simultaneously with the execution of the purchase sale public deed whereby Buyer will acquire fee simple title to the PROPERTY and the possession thereof, pursuant to the Option (the "Purchase-Sale Deed"). Of said amount, (i) ONE MILLION

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ONE HUNDRED FORTY THOUSAND DOLLARS ($1,140,000) will correspond and will be allocated to PROPERTY ONE (1); (ii) ONE MILLION ONE HUNDRED FORTY THOUSAND DOLLARS ($1,140,000) will correspond and will be allocated to PROPERTY TWO (2); (iii) ONE MILLION ONE HUNDRED FORTY THOUSAND DOLLARS ($1,140,000) will correspond and will be allocated to PROPERTY THREE (3); (iv) ONE MILLION ONE HUNDRED FORTY THOUSAND DOLLARS ($1,140,000) will correspond and will be allocated to PROPERTY FOUR (4); (v) ONE MILLION ONE HUNDRED FORTY THOUSAND DOLLARS ($1,140,000) will correspond and will be allocated to PROPERTY FIVE (5); and (vi) ONE MILLION ONE HUNDRED FORTY THOUSAND DOLLARS ($1,140,000) will correspond and will be allocated to PROPERTY SIX (6).-----

---As per the specific instructions of Sellers, all payments to Sellers pursuant to this deed and to the Purchase-Sale Deed will be by deposited by Buyer in an escrow account on behalf of Sellers at The Title Security Group.----------

-----2.2. The Option is granted for a term equal to: (i) one (1) year, starting on the date of execution of this public deed and ending on June nine (9), two thousand twenty four (2024); or (ii) thirty (30) calendar days after the Heirs present for inscription or recording their fifty percent (50%) participation or interest in the PROPERTY through the filing of the required documents or "Instancias" in the Registry, **whichever occurs later** (the "Term").----------

-----2.3. Upon the execution of the Purchase-Sale Deed, the Deposit will be credited to the portion of the purchase-sale

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price payable on the date of execution of the Purchase-Sale Deed.----------

-----2.4. If the Term ends and Buyer has not bought the PROPERTY within the Term (except for reasons attributable to Sellers), then the Deposit will be lost by Buyer, and will become the property of Sellers, as liquidated damages. If the PROPERTY cannot be bought by Buyer within the Term, for reasons attributable to Sellers, then Sellers will reimburse the Deposit to Buyer at the end of the Term.----------

-----2.5. The real estate property taxes payable to the Centro de Recaudaciones de Ingresos Municipales ("CRIM"), and all special taxes (if applicable) of the PROPERTY will be the responsibility of Sellers and payable by Sellers up to the date of execution of the Purchase-Sale Deed (the "Closing Date"). Thereafter they shall be the responsibility of Buyer and payable by Buyer.----------

-----2.6. The Purchase-Sale Deed shall be executed before a notary public selected by Buyer.----------

-----2.7. Deeds to cancel any liens or encumbrances affecting the PROPERTY, if any, existing at the time of execution of the Purchase-Sale Deed, except any permitted encumbrances, will be executed no later than the Closing Date, before a notary public selected by Buyer.----------

-----2.8. Through the Purchase-Sale Deed, Buyer will acquire recordable fee simple title to the PROPERTY and the possession thereof, "as is, where is", free and clear of occupants, liens and encumbrances, except permitted encumbrances disclosed in this deed, if any. During the Term of the Option, Sellers will have the possession of the

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PROPERTY and will be allowed to conduct legal business activities in the PROPERTY.----------

-----2.9. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of the Property of Puerto Rico of this public deed and of the Purchase-Sale Deed will be paid by Buyer.----------

-----2.10. The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of the Property of the deeds of cancellation mentioned in Section 2.7, above (if any) shall be paid by Sellers.----------

-----2.11. This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them.----------

-----2.12. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of Puerto Rico in the event of any litigation pursuant to this public deed.

-----2.13. All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

------TO SELLERS:----------
------MARIANITA CARBÓ CRUZ----------
------Urbanización Belmonte----------
------Calle Madrid 50----------
------Mayaguez, Puerto Rico 00680----------

------MARIA JULIA MERINO MORENO----------
------Urbanización Belmonte----------
------Calle Galicia 63----------
------Mayaguez, Puerto Rico 00680----------
------mjuliamerino@gmail.com----------

------JULIO MERINO RODRIGUEZ----------
------2141 SW 66 Avenue----------
------Miami, Florida 33155----------

------ROLANDO MERINO CARBÓ----------
------14139 Little River Drive----------
------Baytown, Texas 77523----------

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------JOHANNA MERINO CARBÓ----------
------9521 Whiteheart Drive----------
------Fredericksburg, Virginia 22407----------
------johanna_merino@hotmail.com----------

------OSMARY MERINO HERNANDEZ----------
------2141 SW 66 Avenue----------
------Miami, Florida 33155----------

------OSMARA ROSA MERINO HERNANDEZ----------
------2141 SW 66 Avenue----------
------Miami, Florida 33155----------

------OMAR MERINO JIMENEZ----------
------2141 SW 66 Avenue----------
------Miami, Florida 33155----------

------TO BUYER:----------
------PR INVESTCO LLC----------
-------733 Third Avenue----------
-------New York, NY 10017----------
------Attention: Eileen Sawyer----------
-----Electronic Mail: roberto.ruiz@ccgc.com.do----------

------TO THE BROKER:----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920----------
------Attention: José Enrique Pérez Cruz----------
-----Electronic Mail: passportre@gmail.com----------

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-----2.14. Sellers represent and warrant to Buyer that, to the best of Sellers' knowledge, there are no toxic, dangerous, contaminated or contaminating substances, in the PROPERTY, and the PROPERTY has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----2.15. The appearing parties acknowledge that the Broker, Mister José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the subject of this Option. The fees to Mr. Pérez Cruz and his associates, if any, for said service will be the responsibility of Buyer, and paid to the Broker simultaneously

with the execution of the Purchase-Sale Deed, only if the Option is exercised by Buyer and Buyer buys the PROPERTY pursuant to the Option. Said fees will amount to THREE HUNDRED SIXTY THOUSAND DOLLARS ($360,000), equivalent to five percent (5%) of the purchase-sale price of the PROPERTY.----------

-----2.16. The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed.----------

-----2.17. In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgement, judicial order or similar document, then and in that event the rest of this public deed will continue in full force and effect.----------

-----2.18. During the Term, Buyer and its employees, agents and/or contractors are authorized to enter the PROPERTY to make studies and/or surveys, identify boundaries, take measurements, identify and demarcate the maritime zone ("deslinde de la zona marítimo terrestre") and make inspections, during business days and hours. During the Term, Buyer and its employees, agents and/or contractors are authorized to obtain al necessary certifications of the maritime zone ("deslinde de la zona marítimo Terrestre") from the Department of Natural Resourced of the Commonwealth of Puerto Rico and/or from any and all agencies or governmental entities with jurisdiction about the boundaries of the maritime zone ("zona marítimo Terrestre"). The persons entering the PROPERTY pursuant to this authorization will be responsible for the damages suffered or caused by them in the

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PROPERTY. Every employee who enters the PROPERTY pursuant to this authorization will be insured by a valid policy of the Puerto Rico State Insurance Fund, and, if applicable, of the "Chauffers' Insurance" or "Seguro Choferil". In addition, Buyer will have in place, during the term of the Option, a public liability insurance policy covering damages caused or suffered in the PROPERTY by the persons who enter it pursuant to this authorization, with a minimum coverage of ONE MILLION DOLLARS ($1,000,000) per occurrence. Sellers will appear as co-insured in the policy, together with Buyer.----------

-----2.19. During the Term, Buyer is authorized to seek the approvals, permits and endorsements necessary for the development in the PROPERTY of a residential, recreational and tourism project, or of part of a residential, recreational and tourism project, provided the existing DTS zoning of the PROPERTY is not changed, and that such approvals, permits and endorsements (i) comply with the requirements of the existing DTS zoning of the PROPERTY; and (ii) do not negatively affect and/or diminish the value or quality of the PROPERTY. The aforesaid authorization includes authorization to identify and demarcate the maritime zone ("deslinde de la zona marítimo terrestre). Sellers hereby commit to confirm this authorization in writing if required by Buyer, for presentation to the corresponding public or governmental agencies and entities. If the PROPERTY is not purchased by Buyer, all approvals, permits and endorsements obtained by Buyer for the PROPERTY pursuant to the aforesaid authorization will be transferred and

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assigned by Buyer to Sellers at the end of the Term, at no cost to Sellers.----------

-----2.20. The PROPERTY may not be altered during the Term, except only if specifically authorized in advance, in writing, by Sellers and Buyer.----------

-----2.21. The Option is not transferable by Sellers. Conversely, Buyer is authorized to transfer or assign this agreement and all its rights and obligations hereunder, at the sole option and discretion of Buyer.----------

-----2.22. The appearing parties agree that this Deed of Option will remain in full force and effect, obliges the appearing parties, and their successors, heirs or assigns, according to the Laws of the Commonwealth of Puerto Rico. ----------



---THIRD: Additional Documentation. The parties hereto agree to execute and deliver any additional instruments and documents that may be necessary to record the transaction contemplated in this deed in the Registry of the Property of Puerto Rico. Any costs and expenses, including attorneys' fees, incurred in connection with the execution of any additional instruments and documents shall be for the account of the Buyer. ----------

---FOURTH: Request to the Registrar. The Honorable Registrar of the Property of Puerto Rico is respectfully requested to record in the Registry of the Property of Puerto Rico the Option, as set forth in this deed.----------

---FIFTH: If Buyer does not purchase the PROPERTY pursuant to the Option, Buyer will, within thirty (30) consecutive calendar days after the end of the Term, at Buyer's cost and expense, (i) cancel the lien or encumbrance

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on the PROPERTY created by the Option; and (ii) file for recordation in the Registry of the Property of Puerto Rico any and all documents needed for the recording of said cancellation in the Registry of the Property. If the appearance of Sellers is required in said cancellation, Sellers will appear therein. ----------

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----------ACCEPTANCE AND WARNINGS----------

---The appearing parties to this deed accept the same as drafted because it has been drawn up in accordance with their stipulations, terms and conditions. I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this deed and they were fully advised by me thereon. Specifically, I advised them of the following:----------



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-----(a) That any liens or encumbrances affecting title to the PROPERTY that may be filed for recordation prior to the filing of this deed may be legally binding and could take precedence over this deed.----------

-----(b) It is advisable to verify the status of liens and encumbrances on the PROPERTY as they may appear from the Registry of the Property of Puerto Rico on the date hereof and of the adverse consequences which may result from the failure to do so. To this effect, the appearing parties have been warned and advised by the subscribing Notary Public about the following: (i) that the digital system of recordation of the Digital Registry of Immovable Property of the Commonwealth of Puerto Rico provides Access to the Electronic Diary of Daily Operations, the Electronic Book of Recordation's, and the Single Book of Lines ("Libro Unico de Embargos") twenty four (24) hours a day, seven (7) days a week for both inquiries and filings which may affect the registration or rights under this deed; (ii) that said electronic books have been reviewed up to the date of the title search prepared for this transaction; and (iii) that the authorizing Notary Public has not consulted the Registry of the Property of Puerto Rico in any way whatsoever after the date of the aforementioned title search, to all of which the appearing parties give their acceptance and compliance, being fully aware of its consequences.----------

-----(c) That this deed was prepared in accordance with title searches (the "Title Searches"), prepared by **Capital Title Services, Inc.**, an entity engaged in such business, and not by the undersigned Notary. The aforementioned Title

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Searches are dated February twenty one (21), two thousand twenty three (2023). ----------

-----(d) The appearing parties accept the Title Search and are satisfied with the contents thereof. Consequently, the appearing parties release the Notary from any responsibility due to errors or omissions in said Title Search and/or due to any changes in the title to the PROPERTY or in its liens and encumbrances that might occur between the date of the Title Search and the date this deed is presented to the Registry of the Property of Puerto Rico for registration.----------

-----(e) The necessity and convenience of obtaining a negative certification of debt from the Municipal Revenue Collection Center tax rolls (CRIM – Centro de Recaudaciones de Ingresos Municipales) regarding the PROPERTY.----------

-----(f) This deed must be recorded in the appropriate Section of the Registry of the Property of Puerto Rico in order to bind all rights herein to third-parties.----------

---The appearing parties waived the right which I advised them they had to have witnesses to the execution of this deed; but, upon my advice, made use of their right to read the same, and, finding it drafted to their entire satisfaction, having been advised by me, the Notary, of the pertinent legal warnings and reservations, acknowledging that they have understood this deed in all its parts, fully ratify and confirm the statements contained herein as the true and exact embodiment of their stipulations, terms, and conditions, proceed to sign before me, and to affix their initials on each folio of the same.----------

---And I, the Notary, do hereby CERTIFY AND ATTEST as to my personal knowledge or identification of the appearing

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parties and as to their personal circumstances, in accordance with their statements, as well as to all other things herein contained.----------

---I, the Notary, CERTIFY AND GIVE FAITH.----------

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CERTIFICO que en la misma fecha y lugar de su otorgamiento expedí primera copia certificada a favor de la parte compradora. DOY FE. ----

Notario(a) Público(a)

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----DEED NUMBER THIRTY TWO (32)----------

------ DEED OF OPTION TO PURCHASE REAL ESTATE ------

---In the City of Mayaguez, Puerto Rico, on this ninth (9th) day of June, two thousand twenty three (2023),----------

---------- **BEFORE ME,** ----------

---MARIA DEL ROSARIO PUJOL THOMPSON, Attorney-at-Law and Notary Public in and for the Commonwealth of Puerto Rico, with residence in Guaynabo, Puerto Rico, and offices located at suite two hundred (200), Puerta del Condado Building, one thousand ninety five (1095) Wilson Street, San Juan, Puerto Rico,----------

---------- **APPEAR:** ----------

---AS PARTY OF THE FIRST PART: The following eight (8) persons who will be hereinafter jointly referred to as "Sellers": **(i) MARIANITA CARBÓ CRUZ** (hereinafter referred to as "MARIANITA"), who is of legal age, single, property owner and resident of Mayaguez, Puerto Rico; **(ii) MARIA JULIA MERINO MORENO** (hereinafter referred to as "MARIA JULIA"), who is of legal age, married to José Bermúdez, property owner and resident of Mayaguez, Puerto Rico; **(iii) JULIO MERINO RODRIGUEZ** (hereinafter referred to as "JULIO"), who is of legal age, married to Leidis Regalado Arias, merchant and resident of Miami, Florida, United States of America; **(iv) ROLANDO MERINO CARBÓ** (hereinafter referred to as "ROLANDO"), who is of legal age, married to Desiree Vallejo Colón, property owner and resident of Baytown, Texas, United States of America, who appears herein represented by his attorney in fact ("apoderada") Marianita Carbó Cruz, who is of legal age, single, property

owner and resident of Mayaguez, Puerto Rico, pursuant to General Power of Attorney ("Poder General"), executed on March eleven (11), two thousand twenty three (2023), in Houston, Texas, United States of America, before notary public Ana Membreno, with license number one, two, five, zero, three, three, four, five, three (125033453) and whose commission expires on August twenty five (25), two thousand twenty four (2024), protocolized in Cabo Rojo, Puerto Rico, as per public deed number eight (8) of April fourteen (14), two thousand twenty three (2023), before notary public Martín Aguilar Martínez. I, the Notary, hereby certify that I have had before me a certified copy of said Deed of Protocolization, that I have reviewed it, together with a certified copy of the aforesaid General Power of Attorney, and that, in my opinion, said documents are legally valid and correct, and comply with all legal requirements needed to authorize MARIANITA to appear in this public deed on behalf of ROLANDO, as attorney in fact ("apoderada") of ROLANDO; **(v) JOHANNA MERINO CARBÓ** (hereinafter referred to as "JOHANNA"), who is of legal age, married to Luis Pérez Torres, merchant and resident of Fredericksburg, Virginia, United States of America, who appears herein represented by her attorney in fact ("apoderada"), Julia Torres Hernández, who is of legal age, single, property owner and resident of San Juan, Puerto Rico, pursuant to General Power of Attorney ("Poder General") created as per public deed number eighteen (18), of November fifteen (15), two thousand eighteen (2018), executed in Mayaguez, Puerto Rico, before notary public Gabriel J. Tamayo Pérez. I the Notary, hereby certify that I

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have had before me a certified copy of said deed of General Power of Attorney, that I have reviewed it, and that in my opinion, said document is legally valid and correct, and complies with all legal requirements needed to authorize Julia Torres Hernández to appear in this public deed on behalf of JOHANNA, as attorney in fact ("apoderada") of JOHANNA; **(vi) OSMARY MERINO HERNANDEZ** (hereinafter referred to as "OSMARY"), who is of legal age, single, operator and resident of the municipality of Encrucijada, Villa Clara province, Republic of Cuba, who appears herein represented by his attorney in fact ("apoderado"), JULIO, who is of legal age, married, merchant and resident of Miami, Florida, United States of America, pursuant to Special Power of Attorney ("Poder Especial") created as per public deed number twenty two (22), of January nineteen (19), two thousand nineteen (2019), executed in the municipality of Encrucijada, Villa Clara province, Republic of Cuba, before Cuban notary public Juan Manuel Hernández Granado, protocolized in San Juan, Puerto Rico, as per public deed number six (6), of February sixteen (16), two thousand twenty three (2023), before Puerto Rico notary public María del Rosario Pujol Thompson. I, the Notary, hereby certify that I have had before me a certified copy of said Deed of Protocolization, that I have reviewed it, together with a certified copy of the aforesaid special power of attorney, and that, in my opinion, said documents are legally valid and correct, and comply with all legal requirements needed to authorize JULIO to appear in this public deed on behalf of OSMARY, as attorney in fact ("apoderado") of OSMARY; **(vii) OSMARA ROSA MERINO HERNANDEZ**

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(hereinafter referred to as "OSMARA"), who is of legal age, single, property owner and resident of the municipality of Encrucijada, Villa Clara province, Republic of Cuba, who appears herein represented by her attorney in fact, JULIO, who is of legal age, married, merchant and resident of Miami, Florida, United States of America, pursuant to Special Power of Attorney ("Poder Especial") created as per public deed number twenty three (23), of January nineteen (19), two thousand nineteen (2019), executed in the municipality of Encrucijada, Villa Clara province, Republic of Cuba, before Cuban notary public Juan Manuel Hernández Granado, protocolized in San Juan, Puerto Rico, as per public deed number seven (7), of February sixteen (16), two thousand twenty three (2023), before Puerto Rico notary public María del Rosario Pujol Thompson. I, the Notary, hereby certify that I have had before me a certified copy of said Deed of Protocolization, that I have reviewed it, together with a certified copy of the aforesaid special power of attorney, and that, in my opinion, said documents are legally valid and correct, and comply with all legal requirements needed to authorize JULIO to appear in this public deed on behalf of OSMARA, as attorney in fact ("apoderado") of OSMARA; and **(viii) OMAR MERINO JIMENEZ** (hereinafter referred to as "OMAR"), who is of legal age, single, unemployed and resident of the municipality of Encrucijada, Villa Clara province, Republic of Cuba, who appears herein represented by his attorney in fact ("apoderado"), JULIO, who is of legal age, married, merchant and resident of Miami, Florida, United States of America, pursuant to Special Power of Attorney

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("Poder Especial") created as per public deed number twenty one (21), of January nineteen (19), two thousand nineteen (2019), executed in the municipality of Encrucijada, Villa Clara province, Republic of Cuba, before Cuban notary public Juan Manuel Hernández Granado, protocolized in San Juan, Puerto Rico, as per public deed number eight (8), of February sixteen (16), two thousand twenty three (2023), before Puerto Rico notary public María del Rosario Pujol Thompson. I, the Notary, hereby certify that I have had before me a certified copy of said Deed of Protocolization, that I have reviewed it, together with a certified copy of the aforesaid special power of attorney, and that, in my opinion, said documents are legally valid and correct, and comply with all legal requirements needed to authorize JULIO to appear in this public deed on behalf of OMAR, as attorney in fact ("apoderado") of OMAR;--

---**AS PARTY OF THE SECOND PART: PR INVESTCO LLC** (hereinafter "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of the State of Delaware, United States of America, represented herein by its authorized representative, MS. GLADYS OMAYRA FONTANEZ REYES, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this public deed arises from Certificate of Resolution of PR INVESTCO LLC signed by Eileen Sawyer, in her capacity of Manager of PR INVESTCO LLC, on May seventeen (17), two thousand twenty three (2023), in New York, New York, United States of America, before notary public Eric Orenstein, an original of which I, the Notary, hereby certify to have had before me, and

MARIA DEL ROSARIO PUJOL THOMPSON ABOGADO-NOTARIO

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which, in my opinion, is in full compliance with all legal requirements to authorize Ms. Gladys Omayra Fontanez Reyes to appear in this public deed on behalf of Buyer; and----------

---AS THE PARTY OF THE THIRD PART: Mister **JOSE ENRIQUE PEREZ CRUZ**, also known as José E. Pérez (hereinafter the "Broker"), who is of legal age, married, real estate broker, and resident of Bayamón, Puerto Rico.----------

---I, the Notary, certify that I am personally acquainted with GLADYS OMAYRA FONTANEZ REYES, JOSE ENRIQUE PEREZ CRUZ, MARIANITA, MARIA JULIA, ROLANDO, JOHANNA and JULIO and, through their statements, I further certify as to their respective ages, civil status, residences and occupations. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument. I, the Notary, certify that I am not personally acquainted with OSMARY, OSMARA and OMAR, who appear herein represented by JULIO, as their attorney in fact. I certify that the respective ages, civil status, residences, occupations and legal capacities of OSMARY, OSMARYA and OMAR to execute this public deed represented by JULIO appear from their respective powers of attorney mentioned hereinabove. Accordingly, the parties hereby----------

----------STATE AND AGREE:----------

---FIRST: <u>The Property; Title, Liens and Encumbrances</u>.------

-----One. <u>Title</u>. MARIANITA is the owner in fee simple title ("pleno dominio") and has the possession of a fifty percent (50%) participation or interest in the six (6) parcels of land

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described in the Spanish language hereinafter, which will be jointly referred to hereinafter as the "PROPERTY". MARIANITA, MARIA JULIA, JULIO, ROLANDO, JOHANNA, OSMARY, OSMARA and OMAR are the legitimate heirs (hereinafter, jointly, the "Heirs") of Mister Quirino Merino Pedroso (hereinafter "QUIRINO") as it appears from QUIRINO's last will and testament, deed number thirty seven (37), executed in Cabo Rojo, Puerto Rico, on December twenty one (21), two thousand ten (2010), before notary public Martín Aguilar Martínez (hereinafter the "Last Will and Testament"). As per the Last Will and Testament, the Heirs are the owners in fee simple title ("pleno dominio") and have the possession of a fifty percent (50%) participation or interest in the PROPERTY:----------

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----------**PROPERTY ONE (1)**----------

---**"RUSTICA:** Parcela número veintiuno (21), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número veinte (20) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número treinta y cuatro (34) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número cincuenta (50) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número once (11) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."-

---PROPERTY ONE (1) is parcel number eighteen thousand seven hundred eighty two (18,782), recorded at page one hundred sixty (160) of volume nine hundred seventy four (974), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico (the "Registry").----------

---PROPERTY ONE (1) was acquired by MARIANITA and QUIRINO when they were married to each other, through

deed number two hundred fifty four (254), executed in Mayaguez, Puerto Rico, on June one (1), nineteen ninety (1990), before notary public Roberto M. García Rullán, recorded at the overleaf of page two hundred forty one (241), of volume five hundred nine (509) of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty two (18,782), second (2nd) inscription. PROPERTY ONE (1) was acquired by the Heirs pursuant to the Last Will and Testament.----------

---The real property tax identification number ("Número de Catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to PROPERTY ONE (1) is three hundred seventy nine dash zero zero zero dash zero ten dash zero five dash zero zero zero (379-000-010-05-000).----------

---By its origin, PROPERTY ONE (1) is free of liens and encumbrances. ----------

---By itself, the PROPERTY ONE (1) is subject to: ----------

-----A) Restrictive covenants of edification and use constituted as per deed number two hundred fifty one (251), executed in Mayaguez, Puerto Rico, on June one (1), nineteen ninety (1990), before notary public Roberto M. García Rullán, recorded at page two hundred forty one (241) of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty two (18,782), first (1st) inscription.----------

-----B) Mortgage guaranteeing a mortgage note to the order of its bearer, in the principal sum of NINETY THOUSAND DOLLARS ($90,000), with interest at ten per cent (10%) per annum, due upon demand, constituted as per deed number

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two hundred fifty five (255), executed in Mayaguez, Puerto Rico, on June one (1), nineteen hundred ninety (1990), before notary public Roberto M. García Rullán, recorded at the overleaf of page two hundred forty one (241), of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty two (18,782), second (2nd) inscription, modified as per deed number four hundred six (406), executed in Mayaguez, Puerto Rico, on June eighteen (18), two thousand four (2004), before notary public Esther Rebeca Luzón Colón, recorded at page one hundred sixty six (166), of volume nine hundred seventy four (974), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty two (18,782), third (3rd) inscription.----------

----------PROPERTY TWO (2)----------

---**"RUSTICA:** Parcela número veinte (20) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número cuarenta y siete (47) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número veintiuno (21) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número cincuenta y siete (57) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número diez (10) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."----------

---PROPERTY TWO (2) is parcel number eighteen thousand seven hundred eighty one (18,781), recorded at page two hundred thirty five (235) of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry.----------

---PROPERTY TWO (2) was acquired by MARIANITA and

QUIRINO when they were married to each other, through deed number two hundred fifty two (252), executed in Mayaguez, Puerto Rico, on June one (1), nineteen hundred ninety (1990), before notary public Roberto M. García Rullán, recorded at page two hundred thirty six (236), of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty one (18,781), second (2nd) inscription. PROPERTY TWO (2) was acquired by the Heirs pursuant to the Last Will and Testament.----------

---The real property tax identification number ("Número de Catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to PROPERTY TWO (2) is three hundred seventy nine dash zero zero zero dash zero ten dash zero four dash zero zero zero (379-000-010-04-000).----------

---By its origin, PROPERTY TWO (2) is free of liens and encumbrances.----------

---By itself, PROPERTY TWO (2) is subject to:----------

-----A) Restrictive covenants of edification and use constituted as per deed number two hundred fifty one (251), executed in Mayaguez, Puerto Rico, on June one (1), nineteen ninety (1990), before notary public Roberto M. García Rullán, recorded at page two hundred thirty five (235) of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty one (18,781), first (1st) inscription.----------

-----B) Mortgage guaranteeing a mortgage note to the order of its bearer, in the principal sum of NINETY THOUSAND

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DOLLARS ($90,000), with interest at ten per cent (10%) per annum, due upon demand, constituted as per deed number two hundred fifty three (253), executed in Mayaguez, Puerto Rico, on June one (1), nineteen hundred ninety (1990), before notary public Roberto M. García Rullán, recorded at page two hundred thirty six (236), of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty one (18,781), second (2nd) inscription, modified as per deed number four hundred nine (409), executed in Mayaguez, Puerto Rico, on June eighteen (18), two thousand four (2004), before notary public Esther Rebeca Luzón Colón, recorded at page one hundred sixty three (163), of volume nine hundred seventy four (974), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty one (18,781), third (3rd) inscription.----------

----------**PROPERTY THREE (3)**----------

---**"RUSTICA:** Parcela número diecinueve (19) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con el Mar Caribe; por el SUR, con la parcela número catorce (14) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número uno (1) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número ciento ochenta y uno (181) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."----------

---PROPERTY THREE (3) is parcel number eighteen hundred eight hundred thirty (18,830), recorded at page two hundred twenty nine (229) of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry.----------

--- PROPERTY THREE (3) was acquired by MARIANITA and

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QUIRINO when they were married to each other, through deed number ten (10) executed in Mayaguez, Puerto Rico, on February twenty two (22), nineteen hundred eighty eight (1988), before notary public Juan Agustín Rivero, recorded at page number two hundred twenty nine (229) of volume five hundred seventy (570), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred thirty (18,830), second (2nd) inscription. PROPERTY THREE (3) was acquired by the Heirs pursuant to the Last Will and Testament.----------

---The real property tax identification number ("número de catastro") assigned by the Muncipal Revenue Collection Center ("CRIM") to PROPERTY THREE (3) is three hundred seventy nine dash zero zero zero dash zero ten dash zero three dash zero zero zero (379-000-010-03-000).----------

---By its origin, PROPERTY THREE (3) is free of liens and encumbrances.----------

---By itself, PROPERTY THREE (3) is subject to:----------

-----A) Restrictive covenants of edification and use constituted as per deed number seven (7), executed in Mayaguez, Puerto Rico, on February twenty (20), nineteen hundred eighty eight (1988), before notary public Juan Agustín Rivero, recorded at page two hundred twenty nine (229) of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred thirty (18,830), second (2nd) Marginal Note.----------

-----B) Mortgage guaranteeing a mortgage note to the order of its bearer, in the principal sum of FIFTY THOUSAND

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DOLLARS ($50,000), with interest at a variable rate over the preferential rate, due upon demand, constituted as per deed number one thousand seven hundred sixty seven (1,767), executed in Mayaguez, Puerto Rico, on July twelve (12), two thousand (2000), before notary public Francisco Biaggi Landrón, recorded at page twenty one (21), of volume seven hundred fifty seven (757), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred thirty (18,830), third (3rd) inscription, modified as per deed number four hundred seven (407), executed in Mayaguez, Puerto Rico, on June eighteen (18), two thousand four (2004), before notary public Esther Rebeca Luzón Colón, recorded at page twenty one (21), of volume seven hundred fifty seven (757), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred thirty (18,830), fourth (4th) inscription.----------

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----------**PROPERTY FOUR (4)**----------

---**"RUSTICA:** Parcela número ciento ochenta y uno (181) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con el Mar Caribe; por el SUR, con la parcela número catorce (14) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número diecinueve (19) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número ciento ochenta y dos (182) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."----------

---PROPERTY FOUR (4) is parcel number eighteen thousand eight hundred sixteen (18,816), recorded at page one hundred forty five (145) of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

--- PROPERTY FOUR (4) was acquired by MARIANITA and QUIRINO when they were married to each other, through deed number eight (8), executed in Mayaguez, Puerto Rico, on February twenty (20), nineteen hundred eighty eight (1988), before notary public Juan Agustín Rivera, recorded at page one hundred forty five (145), of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred sixteen (18,816), second (2nd) inscription. PROPERTY FOUR (4) was acquired by the Heirs pursuant to the Last Will and Testament.----------

---The real property tax identification number ("número de catastro") assigned by the Muncipal Revenue Collection Center ("CRIM") to PROPERTY FOUR (4) is three hundred seventy nine dash zero zero zero dash zero zero nine dash zero five dash zero zero zero (379-000-009-05-000).----------

---By its origin, PROPERTY FOUR (4) is free of liens and encumbrances.----------

---By itself, PROPERTY FOUR (4) is subject to the following liens and encumbrances:----------

-----A) Restrictive covenants of edification and use, constituted as per deed number seven (7), executed in Mayaguez, Puerto Rico, on February twenty (20), nineteen hundred eighty eight (1988), before notary public Juan Agustín Rivero, recorded at page one hundred forty five (145), of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred sixteen (18,816), first (1st) recording.-

----------PROPERTY FIVE (5)----------

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---**"RUSTICA:** Parcela número treinta y dos (32) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número cuarenta y uno (41) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número sesenta y cinco (65) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número treinta y nueve (39) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número setenta y tres (73) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."----------

---PROPERTY FIVE (5) is parcel number eighteen thousand six hundred ninety five (18,695), recorded at page nineteen (19) of volume five hundred eight (508), of Cabo Rojo, Section of San Germán of the Registry.----------

--- PROPERTY FIVE (5) was acquired by MARIANITA and QUIRINO when they were married to each other, through deed number thirty four (34), executed in Cabo Rojo, Puerto Rico, on September nineteen (19), two thousand eight (2008), before notary public Martín Aguilar Martínez, presented for inscription on March six (6), two thousand twenty three (2023), at entry number two thousand twenty three dash zero two six zero one six dash "S""G" zero one (2023-026016-SG01) of the Karibe System, First (1st) Section of San Germán of the Registry. PROPERTY FIVE (5) was acquired by the Heirs pursuant to the Last Will and Testament.----------

---The real property tax identification number ("número de catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to PROPERTY FIVE (5) is four hundred two dash zero zero eight dash three hundred twenty seven dash twenty five dash zero zero zero (402-008-327-25-000).--------

---By its origin, PROPERTY FIVE (5) is free of liens and encumbrances.----------

---By itself, PROPERTY FIVE (5) is subject to the following liens and encumbrances:----------

-----A) Mortgage over PROPERTY FIVE (5) and other parcels of land guaranteeing a mortgage note in favor of Doral Bank, or to its order, in the principal sum of one million seven hundred thousand dollars ($1,700,000), and whereby PROPERTY FIVE (5) responds for the sum of NINETEEN THOUSAND SEVEN HUNDRED SEVENTY SIX DOLLARS ($19,776), with interest at fifteen per cent (15%) per annum, due upon demand, constituted by deed number forty one (41), executed in San Juan, Puerto Rico, on May thirty one (31), two thousand (2000), before notary public Francisco Pujol Meneses, recorded at page ten (10) of volume eight hundred sixty four (864), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand six hundred ninety five (18,695), third (3rd) inscription, clarified by deed number forty five (45), executed in San Juan, Puerto Rico, on August twenty two (22), two thousand five (2005), before notary public Francisco Pujol Meneses, recorded at the margin of the third (3rd) inscription.----------

-----B) Mortgage over PROPERTY FIVE (5) and other parcels of land guaranteeing a mortgage note in favor of Doral Bank, or to its order, in the principal sum of one million three hundred thousand dollars ($1,300,000), and whereby PROPERTY FIVE (5) responds for the sum of FIFTEEN THOUSAND ONE HUNDRED TWENTY THREE DOLLARS ($15,123), with interest at fifteen per cent (15%) per annum,

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due upon demand, constituted by deed number thirty two (32), executed in San Juan, Puerto Rico, on April twenty five (25), two thousand one (2001), before notary public Francisco Pujol Meneses, recorded at page ten (10) of volume eight hundred sixty four (864), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand six hundred ninety five (18,695), fourth (4th) inscription, clarified by deed number forty five (45), executed in San Juan, Puerto Rico, on August twenty two (22), two thousand five (2005), before notary public Francisco Pujol Meneses, recorded at the margin of the fourth (4th) inscription.----------

-----C) Mortgage over PROPERTY FIVE (5) and other parcels of land guaranteeing a mortgage note in favor of its bearer, or to its order, in the principal sum of three hundred seventy thousand dollars ($370,000), and whereby PROPERTY FIVE (5) responds for the sum of FOUR THOUSAND SIX HUNDRED TWENTY FIVE DOLLARS ($4,625), with interest at five per cent (5%) per annum, due upon demand, constituted by deed number ninety two (92), executed in Mayaguez, Puerto Rico, on September twenty nine (29), two thousand five (2005), before notary public José M. Biaggi Junquera, recorded at the overleaf of page ten (10), of volume eight hundred sixty four (864), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand six hundred ninety five (18,695), sixth (6th) inscription.----------

----------**PROPERTY SIX (6)**----------

---**"RUSTICA:** Parcela número dieciocho (18), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con la

parcela número uno (1) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número veintidós (22) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número sesenta (60) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número catorce (15) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."-----

---PROPERTY SIX (6) is parcel number eighteen thousand eight hundred twenty nine (18,829), recorded at page two hundred twenty three (223) of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry.----------

---PROPERTY SIX (6) was acquired by MARIANITA and QUIRINO when they were married to each other, through deed number two hundred fifty eight (258), executed in Mayaguez, Puerto Rico, on December twenty three (23), nineteen ninety three (1993), before notary public José A. Olivieri Rodríguez, recorded at page two hundred twenty four (224) of volume five hundred ten (510), of volume five hundred nine (509) of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred twenty nine (18,829) third (3rd) inscription. PROPERTY SIX (6) was acquired by the Heirs pursuant to the Last Will and Testament.----------

---The real property tax identification number ("número de catastro") assigned by CRIM to PROPERTY SIX (6) is three hundred seventy nine dash zero ninety nine dash three hundred twenty seven dash seventy nine dash zero zero zero (379-099-327-79-000).----------

---By its origin, PROPERTY SIX (6) is subject to easements in favor or all public utilities. ----------

---By itself, the PROPERTY SIX (6) is free of liens and

encumbrances.----------

---MARIA JULIA, JULIO, ROLANDO and JOHANNA represent and warrant that they will acquire the PROPERTY in their personal capacities, as heirs of QUIRINO and not as part of any conjugal partnership.----------

---SECOND: Buyer wishes to acquire an option to buy the PROPERTY, with all its improvements, and rights and annexes, together with the possession thereof, and Sellers wish to grant, and hereby grant, said option to Buyer (hereinafter the "Option"), which is done pursuant to this public instrument and in accordance with the following:----------

----------TERMS AND CONDITIONS:----------

-----2.1. The purchase-sale price of the PROPERTY will be the lump sum of SEVEN MILLION TWO HUNDRED THOUSAND DOLLARS ($7,200,000), of which (i) ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000) will correspond and will be allocated to PROPERTY ONE (1); (ii) ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000) will correspond and will be allocated to PROPERTY TWO (2); ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000) will correspond and will be allocated to PROPERTY THREE (3); (iv) ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000) will correspond and will be allocated to PROPERTY FOUR (4); ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000) will correspond and will be allocated to PROPERTY FIVE (5); and ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000) will

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correspond and will be allocated to PROPERTY SIX (6).-------

---The SEVEN MILLION TWO HUNDRED THOUSAND DOLLARS ($7,200,000) purchase price of the PROPERTY is payable as follows:----------

----------2.1.1. the sum of THREE HUNDRED SIXTY THOUSAND DOLLARS ($360,000) has been paid by Buyer to Sellers simultaneously with the execution of this public deed, as consideration for the Option and as good faith deposit (the "Deposit"), which will be non-reimbursable, except only as set forth below in this public deed. Sellers hereby acknowledge receipt of the Deposit. Of said Deposit, (i) SIXTY THOUSAND DOLLARS ($60,000) will correspond and will be allocated to PROPERTY ONE (1); (ii) SIXTY THOUSAND DOLLARS ($60,000) will correspond and will be allocated to PROPERTY TWO (2); (iii) SIXTY THOUSAND DOLLARS ($60,000) will correspond and will be allocated to PROPERTY THREE (3); (iv) SIXTY THOUSAND DOLLARS ($60,000) will correspond and will be allocated to PROPERTY FOUR (4); (v) SIXTY THOUSAND DOLLARS ($60,000) will correspond and will be allocated to PROPERTY FIVE (5); and (vi) SIXTY THOUSAND DOLLARS ($60,000) will correspond and will be allocated to PROPERTY SIX (6).----------

----------2.1.2 the sum of SIX MILLION EIGHT HUNDRED FORTY THOUSAND DOLLARS ($6,840,000) will be payable in full by Buyer to the order of Sellers, simultaneously with the execution of the purchase sale public deed whereby Buyer will acquire fee simple title to the PROPERTY and the possession thereof, pursuant to the Option (the "Purchase-Sale Deed"). Of said amount, (i) ONE MILLION

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ONE HUNDRED FORTY THOUSAND DOLLARS ($1,140,000) will correspond and will be allocated to PROPERTY ONE (1); (ii) ONE MILLION ONE HUNDRED FORTY THOUSAND DOLLARS ($1,140,000) will correspond and will be allocated to PROPERTY TWO (2); (iii) ONE MILLION ONE HUNDRED FORTY THOUSAND DOLLARS ($1,140,000) will correspond and will be allocated to PROPERTY THREE (3); (iv) ONE MILLION ONE HUNDRED FORTY THOUSAND DOLLARS ($1,140,000) will correspond and will be allocated to PROPERTY FOUR (4); (v) ONE MILLION ONE HUNDRED FORTY THOUSAND DOLLARS ($1,140,000) will correspond and will be allocated to PROPERTY FIVE (5); and (vi) ONE MILLION ONE HUNDRED FORTY THOUSAND DOLLARS ($1,140,000) will correspond and will be allocated to PROPERTY SIX (6).-----

---As per the specific instructions of Sellers, all payments to Sellers pursuant to this deed and to the Purchase-Sale Deed will be by deposited by Buyer in an escrow account on behalf of Sellers at The Title Security Group.----------

-----2.2. The Option is granted for a term equal to: (i) one (1) year, starting on the date of execution of this public deed and ending on June nine (9), two thousand twenty four (2024); or (ii) thirty (30) calendar days after the Heirs present for inscription or recording their fifty percent (50%) participation or interest in the PROPERTY through the filing of the required documents or "Instancias" in the Registry, **whichever occurs later** (the "Term").----------

-----2.3. Upon the execution of the Purchase-Sale Deed, the Deposit will be credited to the portion of the purchase-sale

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price payable on the date of execution of the Purchase-Sale Deed.----------

-----2.4. If the Term ends and Buyer has not bought the PROPERTY within the Term (except for reasons attributable to Sellers), then the Deposit will be lost by Buyer, and will become the property of Sellers, as liquidated damages. If the PROPERTY cannot be bought by Buyer within the Term, for reasons attributable to Sellers, then Sellers will reimburse the Deposit to Buyer at the end of the Term.----------

-----2.5. The real estate property taxes payable to the Centro de Recaudaciones de Ingresos Municipales ("CRIM"), and all special taxes (if applicable) of the PROPERTY will be the responsibility of Sellers and payable by Sellers up to the date of execution of the Purchase-Sale Deed (the "Closing Date"). Thereafter they shall be the responsibility of Buyer and payable by Buyer.----------

-----2.6. The Purchase-Sale Deed shall be executed before a notary public selected by Buyer.----------

-----2.7. Deeds to cancel any liens or encumbrances affecting the PROPERTY, if any, existing at the time of execution of the Purchase-Sale Deed, except any permitted encumbrances, will be executed no later than the Closing Date, before a notary public selected by Buyer.----------

-----2.8. Through the Purchase-Sale Deed, Buyer will acquire recordable fee simple title to the PROPERTY and the possession thereof, "as is, where is", free and clear of occupants, liens and encumbrances, except permitted encumbrances disclosed in this deed, if any. During the Term of the Option, Sellers will have the possession of the

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PROPERTY and will be allowed to conduct legal business activities in the PROPERTY.----------

-----2.9. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of the Property of Puerto Rico of this public deed and of the Purchase-Sale Deed will be paid by Buyer.----------

-----2.10. The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of the Property of the deeds of cancellation mentioned in Section 2.7, above (if any) shall be paid by Sellers.----------

-----2.11. This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them.----------

-----2.12. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of Puerto Rico in the event of any litigation pursuant to this public deed.

-----2.13. All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

------TO SELLERS:----------
------MARIANITA CARBÓ CRUZ----------
------Urbanización Belmonte----------
------Calle Madrid 50----------
------Mayaguez, Puerto Rico 00680----------

------MARIA JULIA MERINO MORENO----------
------Urbanización Belmonte----------
------Calle Galicia 63----------
------Mayaguez, Puerto Rico 00680----------
------mjuliamerino@gmail.com----------

------JULIO MERINO RODRIGUEZ----------
------2141 SW 66 Avenue----------
------Miami, Florida 33155----------

------ROLANDO MERINO CARBÓ----------
------14139 Little River Drive----------
------Baytown, Texas 77523----------

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------JOHANNA MERINO CARBÓ----------
------9521 Whiteheart Drive----------
------Fredericksburg, Virginia 22407----------
------johanna_merino@hotmail.com----------

------OSMARY MERINO HERNANDEZ----------
------2141 SW 66 Avenue----------
------Miami, Florida 33155----------

------OSMARA ROSA MERINO HERNANDEZ----------
------2141 SW 66 Avenue----------
------Miami, Florida 33155----------

------OMAR MERINO JIMENEZ----------
------2141 SW 66 Avenue----------
------Miami, Florida 33155----------

------TO BUYER:----------
------PR INVESTCO LLC----------
-------733 Third Avenue----------
-------New York, NY 10017----------
------Attention: Eileen Sawyer----------
-----Electronic Mail: roberto.ruiz@ccgc.com.do----------

------TO THE BROKER:----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920----------
------Attention: José Enrique Pérez Cruz----------
-----Electronic Mail: passportre@gmail.com----------

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-----2.14. Sellers represent and warrant to Buyer that, to the best of Sellers' knowledge, there are no toxic, dangerous, contaminated or contaminating substances, in the PROPERTY, and the PROPERTY has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----2.15. The appearing parties acknowledge that the Broker, Mister José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the subject of this Option. The fees to Mr. Pérez Cruz and his associates, if any, for said service will be the responsibility of Buyer, and paid to the Broker simultaneously

with the execution of the Purchase-Sale Deed, only if the Option is exercised by Buyer and Buyer buys the PROPERTY pursuant to the Option. Said fees will amount to THREE HUNDRED SIXTY THOUSAND DOLLARS ($360,000), equivalent to five percent (5%) of the purchase-sale price of the PROPERTY.----------

-----2.16. The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed.----------

-----2.17. In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgement, judicial order or similar document, then and in that event the rest of this public deed will continue in full force and effect.----------

-----2.18. During the Term, Buyer and its employees, agents and/or contractors are authorized to enter the PROPERTY to make studies and/or surveys, identify boundaries, take measurements, identify and demarcate the maritime zone ("deslinde de la zona marítimo terrestre") and make inspections, during business days and hours. During the Term, Buyer and its employees, agents and/or contractors are authorized to obtain al necessary certifications of the maritime zone ("deslinde de la zona marítimo Terrestre") from the Department of Natural Resourced of the Commonwealth of Puerto Rico and/or from any and all agencies or governmental entities with jurisdiction about the boundaries of the maritime zone ("zona marítimo Terrestre"). The persons entering the PROPERTY pursuant to this authorization will be responsible for the damages suffered or caused by them in the

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PROPERTY. Every employee who enters the PROPERTY pursuant to this authorization will be insured by a valid policy of the Puerto Rico State Insurance Fund, and, if applicable, of the "Chauffers' Insurance" or "Seguro Choferil". In addition, Buyer will have in place, during the term of the Option, a public liability insurance policy covering damages caused or suffered in the PROPERTY by the persons who enter it pursuant to this authorization, with a minimum coverage of ONE MILLION DOLLARS ($1,000,000) per occurrence. Sellers will appear as co-insured in the policy, together with Buyer.----------

-----2.19. During the Term, Buyer is authorized to seek the approvals, permits and endorsements necessary for the development in the PROPERTY of a residential, recreational and tourism project, or of part of a residential, recreational and tourism project, provided the existing DTS zoning of the PROPERTY is not changed, and that such approvals, permits and endorsements (i) comply with the requirements of the existing DTS zoning of the PROPERTY; and (ii) do not negatively affect and/or diminish the value or quality of the PROPERTY. The aforesaid authorization includes authorization to identify and demarcate the maritime zone ("deslinde de la zona marítimo terrestre). Sellers hereby commit to confirm this authorization in writing if required by Buyer, for presentation to the corresponding public or governmental agencies and entities. If the PROPERTY is not purchased by Buyer, all approvals, permits and endorsements obtained by Buyer for the PROPERTY pursuant to the aforesaid authorization will be transferred and

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assigned by Buyer to Sellers at the end of the Term, at no cost to Sellers.----------

-----2.20. The PROPERTY may not be altered during the Term, except only if specifically authorized in advance, in writing, by Sellers and Buyer.----------

-----2.21. The Option is not transferable by Sellers. Conversely, Buyer is authorized to transfer or assign this agreement and all its rights and obligations hereunder, at the sole option and discretion of Buyer.----------

-----2.22. The appearing parties agree that this Deed of Option will remain in full force and effect, obliges the appearing parties, and their successors, heirs or assigns, according to the Laws of the Commonwealth of Puerto Rico. ----------



---THIRD: Additional Documentation. The parties hereto agree to execute and deliver any additional instruments and documents that may be necessary to record the transaction contemplated in this deed in the Registry of the Property of Puerto Rico. Any costs and expenses, including attorneys' fees, incurred in connection with the execution of any additional instruments and documents shall be for the account of the Buyer. ----------

---FOURTH: Request to the Registrar. The Honorable Registrar of the Property of Puerto Rico is respectfully requested to record in the Registry of the Property of Puerto Rico the Option, as set forth in this deed.----------

---FIFTH: If Buyer does not purchase the PROPERTY pursuant to the Option, Buyer will, within thirty (30) consecutive calendar days after the end of the Term, at Buyer's cost and expense, (i) cancel the lien or encumbrance

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on the PROPERTY created by the Option; and (ii) file for recordation in the Registry of the Property of Puerto Rico any and all documents needed for the recording of said cancellation in the Registry of the Property. If the appearance of Sellers is required in said cancellation, Sellers will appear therein. ----------

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----------ACCEPTANCE AND WARNINGS----------

---The appearing parties to this deed accept the same as drafted because it has been drawn up in accordance with their stipulations, terms and conditions. I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this deed and they were fully advised by me thereon. Specifically, I advised them of the following:----------



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-----(a) That any liens or encumbrances affecting title to the PROPERTY that may be filed for recordation prior to the filing of this deed may be legally binding and could take precedence over this deed.----------

-----(b) It is advisable to verify the status of liens and encumbrances on the PROPERTY as they may appear from the Registry of the Property of Puerto Rico on the date hereof and of the adverse consequences which may result from the failure to do so. To this effect, the appearing parties have been warned and advised by the subscribing Notary Public about the following: (i) that the digital system of recordation of the Digital Registry of Immovable Property of the Commonwealth of Puerto Rico provides Access to the Electronic Diary of Daily Operations, the Electronic Book of Recordation's, and the Single Book of Lines ("Libro Unico de Embargos") twenty four (24) hours a day, seven (7) days a week for both inquiries and filings which may affect the registration or rights under this deed; (ii) that said electronic books have been reviewed up to the date of the title search prepared for this transaction; and (iii) that the authorizing Notary Public has not consulted the Registry of the Property of Puerto Rico in any way whatsoever after the date of the aforementioned title search, to all of which the appearing parties give their acceptance and compliance, being fully aware of its consequences.----------

-----(c) That this deed was prepared in accordance with title searches (the "Title Searches"), prepared by **Capital Title Services, Inc.**, an entity engaged in such business, and not by the undersigned Notary. The aforementioned Title

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Searches are dated February twenty one (21), two thousand twenty three (2023). ----------

-----(d) The appearing parties accept the Title Search and are satisfied with the contents thereof. Consequently, the appearing parties release the Notary from any responsibility due to errors or omissions in said Title Search and/or due to any changes in the title to the PROPERTY or in its liens and encumbrances that might occur between the date of the Title Search and the date this deed is presented to the Registry of the Property of Puerto Rico for registration.----------

-----(e) The necessity and convenience of obtaining a negative certification of debt from the Municipal Revenue Collection Center tax rolls (CRIM – Centro de Recaudaciones de Ingresos Municipales) regarding the PROPERTY.----------

-----(f) This deed must be recorded in the appropriate Section of the Registry of the Property of Puerto Rico in order to bind all rights herein to third-parties.----------

---The appearing parties waived the right which I advised them they had to have witnesses to the execution of this deed; but, upon my advice, made use of their right to read the same, and, finding it drafted to their entire satisfaction, having been advised by me, the Notary, of the pertinent legal warnings and reservations, acknowledging that they have understood this deed in all its parts, fully ratify and confirm the statements contained herein as the true and exact embodiment of their stipulations, terms, and conditions, proceed to sign before me, and to affix their initials on each folio of the same.----------

---And I, the Notary, do hereby CERTIFY AND ATTEST as to my personal knowledge or identification of the appearing

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parties and as to their personal circumstances, in accordance with their statements, as well as to all other things herein contained.----------

---I, the Notary, CERTIFY AND GIVE FAITH.----------

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CERTIFICO que en la misma fecha y lugar de su otorgamiento expedí primera copia certificada a favor de la parte compradora. DOY FE. ----

Notario(a) Público(a)

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----DEED NUMBER TWENTY NINE (29)----------

------ DEED OF OPTION TO PURCHASE REAL ESTATE ------

---In the City of San Juan, Puerto Rico, on this twelfth (12th) day of May, two thousand twenty three (2023),----------

---------- **BEFORE ME,** ----------

---MARIA DEL ROSARIO PUJOL THOMPSON, Attorney-at-Law and Notary Public in and for the Commonwealth of Puerto Rico, with residence in Guaynabo, Puerto Rico, and offices located at suite two hundred (200), Puerta del Condado Building, one thousand ninety five (1095) Wilson Street, San Juan, Puerto Rico,----------

---------- **APPEAR:** ----------

---AS PARTY OF THE FIRST PART: ROBERTO DANIEL ACOSTA MARTIN, of legal age, single, electrical engineer and resident of Cabo Rojo, Puerto Rico (hereinafter "Roberto");----------

---AS PARTY OF THE SECOND PART: JAVIER ACOSTA MARTIN, of legal age, married, electrical engineer and resident of Cabo Rojo, Puerto Rico (hereinafter "Javier");-------

---AS PARTY OF THE THIRD PART: CARLOS DAVID ACOSTA MARTIN, of legal age, single, contractor and resident of Hormigueros, Puerto Rico (hereinafter "Carlos");----------

---AS PARTY OF THE FOURTH PART: RAMONITA MARTIN VELEZ, of legal age, single, property owner and resident of Cabo Rojo, Puerto Rico (hereinafter "Ramonita"). Ramonita appears herein represented by her three (3) attorneys-in-fact, Roberto, Javier and Carlos, pursuant to Deed of General Durable Power of Attorney and Designation

of Tutor ("Poder General Duradero y Designación de Tutor"), executed by Ramonita in Cabo Rojo, Puerto Rico, on January nineteen (19), two thousand twenty three (2023), before notary public Carlos E. Ortíz Collado (the "Power of Attorney"). Notification of the execution of the Power of Attorney was recorded with the number eighteen seventeen dash three hundred sixty (1817-360), on January thirty (30), two thousand twenty three (2023), at the General Registry of Notarial Competencies (Registro General de Competencias Notariales") of the Office of Notarial Inspections ("Oficina de Inspección de Notarías") of the Supreme Court of Puerto Rico.----------

---I, the Notary, hereby certify to have had before me a certified copy of the Power of Attorney, and in my opinion, the Power of Attorney is in full compliance with the all legal requirements needed to authorize Roberto, Javier and Carlos to appear in this public Deed on behalf of Ramonita.----------

---Roberto, Javier, Carlos and Ramonita will be referred jointly hereinafter as "Sellers".----------

---AS PARTY OF THE FIFTH PART: PR INVESTCO LLC (hereinafter "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of the State of Delaware, United States of America, represented herein by its authorized representative, MS. GLADYS OMAYRA FONTANEZ REYES, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this public deed arises from Certificate of Resolution of PR INVESTCO LLC signed by Eileen Sawyer in her capacity of Manager of PR INVESTCO

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LLC, executed on December thirteen (13), two thousand twenty two (2022), in New York, New York, United States of America, before notary public Eric Orenstein, an original of which I, the Notary, hereby certify to have had before me, and which, in my opinion, is in full compliance with all legal requirements to authorize Ms. Gladys Omayra Fontanez Reyes to appear in this public deed on behalf of Buyer; and----------

---AS THE PARTY OF THE SIXTH PART: JOSE ENRIQUE PEREZ CRUZ, also known as José E. Pérez (hereinafter the "Broker"), who is of legal age, married, real estate broker, and resident of Bayamón, Puerto Rico.----------

---I, the Notary, certify that I am personally acquainted with all parties, and through their statements, I further certify as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and accordingly they do hereby----------

----------STATE AND AGREE----------

---FIRST: <u>The Property; Title, Liens and Encumbrances</u>.------

-----One. <u>Title</u>. Sellers are the owners in fee simple title ("pleno dominio") and have the possession of the parcel of land described in the Spanish Language as follows (hereinafter the "PROPERTY"):----------

---"RUSTICA: Parcela número setenta y dos (72), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalente a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En linderos: por el NORTE, con la parcela número cuarenta y dos (42) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5)

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pertenecen a esta parcela; por el SUR, con la parcela número setenta y tres (73) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número cuarenta y uno (41) y servidumbre de paso de diez (10) metros de ancho de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con el Mar Caribe.----------
---Para uso de fines agrícolas."----------

---The PROPERTY is property number eighteen thousand seven hundred eighteen (18,718), recorded at page number sixty seven (67), of volume eight hundred sixty four (864), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

---The real property tax identification number ("número de catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to the PROPERTY is four hundred and two dash zero zero seven dash three hundred twenty seven dash ninety dash zero zero zero (402-007-327-90-000).----------

---The PROPERTY, by its origin and by itself is free of liens and/or encumbrances.----------

---SECOND: Buyer wishes to acquire an option to buy the PROPERTY, with all its improvements, and rights and annexes, and Sellers wish to grant, and hereby grant, said option to Buyer (hereinafter the "Option"), which is done pursuant to this public instrument and in accordance with the following----------

----------TERMS AND CONDITIONS:----------

-----2.1. The purchase-sale price of the PROPERTY will be the lump sum of ONE MILLION DOLLARS ($1,000,000), payable to Sellers simultaneously with the execution of the deed whereby Buyer acquires fee simple title ("pleno dominio") to the PROPERTY (the "Purchase-Sale Deed").-----

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-----2.2. As consideration for the Option, Buyer has paid to Sellers, simultaneously with the execution of this public deed or before its execution, the sum of FIFTY THOUSAND DOLLARS ($50,000), as good faith deposit (the "Deposit"), which will be non-reimbursable, except only as set forth below in this public deed. Sellers hereby acknowledge receipt of the Deposit.----------

-----2.3. The Option is granted for a term (the "Term") equal to: (i) nine (9) months, starting on the date of execution of this public deed and ending on February twelve (12), two thousand twenty four (2024); or (ii) thirty (30) calendar days after the Sellers file for Recordation in the Registry of the Property of Puerto Rico all documentation required to grant to Sellers fee simple title to the PROPERTY, as legitimate heirs of Roberto Acosta Cabán (the "Instancia"), **whichever occurs later**.----------

-----2.4. The Deposit will be credited to the first payment of the purchase-sale price of the PROPERTY which will be made on the date of the execution of the Purchase-Sale Deed.----------

-----2.5. If the Term ends and Buyer has not bought the PROPERTY within the Term (except for reasons attributable to Sellers), then the Deposit will be lost by Buyer, and will become the property of Sellers, as liquidated damages. If the PROPERTY cannot be bought by Buyer within the Term, for reasons attributable to Sellers, then Sellers will reimburse the Deposit to Buyer at the end of the Term.----------

-----2.6. The real estate property taxes payable to the Centro de Recaudaciones de Ingresos Muncipales ("CRIM"),

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and all special taxes (if applicable) of the PROPERTY will be the responsibility of Sellers and payable by Sellers up to the date of execution of the Purchase-Sale Deed (the "Closing Date"). Thereafter they shall be the responsibility of Buyer and payable by Buyer.----------

-----2.7. The Purchase-Sale Deed shall be executed before a notary public selected by Buyer.----------

-----2.8. Through the Purchase-Sale Deed, Buyer will acquire recordable fee simple title to the PROPERTY and the possession thereof, "as is, where is", free and clear of occupants, liens and encumbrances. During the Term of the Option, Sellers will have the possession of the PROPERTY and will be allowed to conduct legal business activities in the PROPERTY.----------

-----2.9. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of the Property of Puerto Rico of this public deed and of the Purchase-Sale Deed will be paid by Buyer.----------

-----2.10. This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them.----------

-----2.11. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of Puerto Rico, Section of San Juan, in the event of any litigation pursuant to this public deed.----------

-----2.12. All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

------TO SELLERS:----------

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------Roberto D. Acosta Martín----------
------PO Box 6534----------
------Mayaguez, PR 00681----------
------Electronic Mail: rmartin@amelectricpr.com----------

------Javier Acosta Martín----------
------PO Box 6534----------
------Mayaguez, PR 00681----------
------Electronic Mail: jacosta@amelectricpr.com----------

------Carlos D. Acosta Martín----------
------PO Box 6534----------
------Mayaguez, PR 00681----------
------Electronic Mail: cacosta@mpl-pr.com----------

------Ramonita Martín Vélez----------
------PO Box 6534----------
------Mayaguez, PR 00681----------
------Electronic Mail: racosta@accurateworks.com----------

------TO BUYER:----------
------PR INVESTCO LLC----------
-------733 Third Avenue----------
-------New York, NY 10017----------
------Attention: Eileen Sawyer----------
-----Electronic Mail: roberto.ruiz@ccgc.com.do----------

------TO THE BROKER:----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920----------
------Attention: José Enrique Pérez Cruz----------
-----Electronic Mail: passportre@gmail.com----------

-----2.13. Sellers represent and warrant to Buyer that, to the best of Sellers' knowledge, in the PROPERTY there are no toxic, dangerous, contaminated or contaminating substances, and that the PROPERTY has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----2.14. The appearing parties acknowledge that the Broker, mister José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the subject of this Option. The fees to Mr. Pérez Cruz

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and his associates, if any, for said service will be the responsibility of Buyer and paid simultaneously with the execution of the Purchase-Sale Deed, only if the Option is exercised by Buyer and Buyer buys the PROPERTY pursuant to the Option. Said fees will amount to FIFTY THOUSAND DOLLARS ($50,000), equivalent to five percent (5%) of the purchase-sale price of the PROPERTY.----------

-----2.15. The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed.----------

-----2.16. In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgement or judicial order, then and in that event the rest of this public deed will continue in full force and effect.

-----2.17. During the Term, Buyer and its employees, agents and/or contractors are authorized to enter the PROPERTY to make studies, identify boundaries, take measurements and make inspections, during business days and hours, and the persons entering the PROPERTY pursuant to this authorization will be responsible for the damages suffered or caused by them in the PROPERTY. Every employee who enters the PROPERTY pursuant to this authorization will be insured by a valid policy of the Puerto Rico State Insurance Fund, and, if applicable, of the "Chauffers' Insurance" or "Seguro Choferil". In addition, Buyer will have in place, during the term of the Option, a public liability insurance policy covering damages caused or suffered in the PROPERTY by the persons who enter it pursuant to this authorization, with a minimum coverage of ONE MILLION DOLLARS ($1,000,000)

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per occurrence. Sellers will appear as co-insured in the policy, together with Buyer.----------

-----2.18. During the Term, Buyer is authorized to seek the approvals, permits and endorsements necessary for the development in the PROPERTY of a residential, recreational and tourism project, or of part of a residential, recreational and tourism project, provided the existing DTS zoning of the PROPERTY is not changed, and that such approvals, permits and endorsements (i) comply with the requirements of the existing DTS zoning of the PROPERTY; and (ii) do not negatively affect and/or diminish the value or quality of the PROPERTY. Sellers hereby commit to confirm this authorization in writing if required by Buyer, for presentation to the corresponding public or governmental agencies and entities. If the PROPERTY is not purchased by Buyer, all approvals, permits and endorsements obtained by Buyer for the PROPERTY pursuant to the aforesaid authorization will be transferred and assigned by Buyer to Sellers at the end of the Term, at no cost to Sellers.----------

-----2.19. The PROPERTY may not be altered during the Term, except only if specifically authorized in advance, in writing, by Sellers and Buyer.----------

-----2.20. The Option is not transferable by Sellers. Conversely, Buyer is authorized to transfer or assign this agreement and all its rights and obligations hereunder, at the sole option and discretion of Buyer to any entity affiliated to or assigned by Buyer.----------

---**THIRD:** Additional Documentation. The parties hereto agree to execute and deliver any additional instruments and

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documents that may be necessary to record the transaction contemplated in this deed in the Registry of the Property of Puerto Rico. Any costs and expenses, including attorneys' fees, incurred in connection with the execution of any additional instruments and documents shall be for the account of the Buyer. ----------

---**FOURTH:** Request to the Registrar. The Honorable Registrar of the Property of Puerto Rico is respectfully requested to record in the Registry of the Property of Puerto Rico the Option, as set forth in this deed.----------

---**FIFTH:** If Buyer does not purchase the PROPERTY pursuant to the Option, Buyer will, within thirty (30) consecutive calendar days after the end of the Term, at Buyer's cost and expense, (i) cancel the lien or encumbrance on the PROPERTY created by the Option; and (ii) file for recordation in the Registry of the Property of Puerto Rico any and all documents needed for the recording of said cancellation in the Registry of the Property. If the appearance of Sellers is required in said cancellation, Sellers will appear therein.----------

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6.D.F.R.

R.D.A.

----------**ACCEPTANCE AND WARNINGS**----------

---The appearing parties to this deed accept the same as drafted because it has been drawn up in accordance with their stipulations, terms and conditions. I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this deed and they were fully advised by me thereon. Specifically, I advised them of the following:----------

-----(a) That any liens or encumbrances affecting title to the PROPERTY that may be filed for recordation prior to the filing

of this deed may be legally binding and could take precedence over this deed.----------

-----(b) It is advisable to verify the status of liens and encumbrances on the PROPERTY as they may appear from the Registry of the Property of Puerto Rico on the date hereof and of the adverse consequences which may result from the failure to do so. To this effect, the appearing parties have been warned and advised by the subscribing Notary Public about the following: (i) that the digital system of recordation of the Digital Registry of Immovable Property of the Commonwealth of Puerto Rico provides Access to the Electronic Diary of Daily Operations, the Electronic Book of Recordations, and the Single Book of Liens ("Libro Unico de Embargos") twenty four (24) hours a day, seven (7) days a week for both inquiries and filings which may affect the registration or rights under this deed; (ii) that said electronic books have been reviewed up to the date of the title search prepared for this transaction; and (iii) that the authorizing Notary Public has not consulted the Registry of the Property of Puerto Rico in any way whatsoever after the date of the aforementioned title search, to all of which the appearing parties give their acceptance and compliance, being fully aware of its consequences.----------

-----(c) That this deed was prepared in accordance with a title search (the "Title Search"), prepared by **Capital Title Services, Inc.**, an entity engaged in such business, and not by the undersigned Notary. The aforementioned Title Search is dated November four (4), two thousand twenty two (2022).----------

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-----(d) The appearing parties accept the Title Search and are satisfied with the contents thereof. Consequently, the appearing parties release the Notary from any responsibility due to errors or omissions in said Title Search and/or due to any changes in the title to the PROPERTY or in its liens and encumbrances that might occur between the date of the Title Search and the date this deed is presented to the Registry of the Property of Puerto Rico for registration.----------

-----(e) The necessity and convenience of obtaining a negative certification of debt from the Municipal Revenue Collection Center tax rolls (CRIM – Centro de Recaudaciones de Ingresos Municipales) regarding the PROPERTY.----------

-----(f) This deed must be recorded in the appropriate Section of the Registry of the Property of Puerto Rico in order to bind all rights herein to third-parties.----------

---The appearing parties waived the right which I advised them they had to have witnesses to the execution of this deed; but, upon my advice, made use of their right to read the same, and, finding it drafted to their entire satisfaction, having been advised by me, the Notary, of the pertinent legal warnings and reservations, acknowledging that they have understood this deed in all its parts, fully ratify and confirm the statements contained herein as the true and exact embodiment of their stipulations, terms, and conditions, proceed to sign before me, and to affix their initials on each folio of the same.----------

---And I, the Notary, do hereby CERTIFY AND ATTEST as to my personal knowledge or identification of the appearing parties and as to their personal circumstances, in accordance with their statements, as well as to all other things herein

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contained.----------

---I, the Notary, CERTIFY AND GIVE FAITH.----------





G.O.F.R.

TDA

CERTIFICO que en la misma fecha y lugar de su otorgamiento expedí primera copia certificada a favor de la parte compradora. DOY FE. ----

Notario(a) Público(a)

----DEED NUMBER TEN (10)----------

------ DEED OF OPTION TO PURCHASE REAL ESTATE ------

---In the City of San Juan, Puerto Rico, on this seventeenth (17th) day of February, two thousand twenty three (2023),-------

---------- **BEFORE ME,** ----------

---MARIA DEL ROSARIO PUJOL THOMPSON, Attorney-at-Law and Notary Public in and for the Commonwealth of Puerto Rico, with residence in Guaynabo, Puerto Rico, and offices located at suite two hundred (200), Puerta del Condado Building, one thousand ninety five (1095) Wilson Street, San Juan, Puerto Rico,----------

---------- **APPEAR:** ----------

---AS PARTY OF THE FIRST PART: BRYAN MELENDEZ SALGADO, of legal age, single, property owner and resident of Naranjito, Puerto Rico (hereinafter referred to as "BRYAN");----------

---AS PARTY OF THE SECOND PART: ESTEBAN HERNANDEZ RIVERA, of legal age, married to Ivette Marie Alvarado Sojo, with whom he has no conjugal partnership pursuant to the pre-nuptial agreement constituted as per deed number ninety four (94), executed in Bayamón, Puerto Rico, on November twenty three (23), two thousand twenty one (2021), before notary public Roberto Almodóvar Rodríguez, professor and resident of Bayamón, Puerto Rico (hereinafter referred to as "ESTEBAN");----------

---AS PARTY OF THE THIRD PART: EDGARDO MANUEL HERNANDEZ ALVARADO, and his wife, CYNTHIA CARIDAD MELENDEZ SALGADO, both of legal age, married to each other, manager and teacher, respectively,

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and residents of Collierville, State of Tennessee, United States of America. Cynthia Caridad Meléndez Salgado appears herein represented by her attorney in fact, her husband Edgardo Manuel Hernández Alvarado, pursuant to a General Power of Attorney ("Poder General"), constituted as per deed number seventy one (71), executed in Naranjito, Puerto Rico, on December twenty eight (28), two thousand twenty two (2022), before notary public Héctor Manuel Marrero Marrero. The aforementioned General Power of Attorney was recorded as number eighteen fourteen dash four hundred thirty (1814-430) at the "Oficina de Inspección de Notarías ("ODIN") on January ten (10), two thousand twenty three (2023). I, the Notary, hereby certify that I have had before me a certified copy of said General Power of Attorney, that I have reviewed it, together with a certified copy of the aforesaid General Power of Attorney, and that, in my opinion, said document is legally valid and correct, and comply with all legal requirements needed to authorize Edgardo Manuel Hernández Alvarado to appear in this public deed on behalf of Cynthia Caridad Meléndez Salgado, as attorney in fact of Cynthia Caridad Meléndez Salgado. Edgardo Manuel Hernández Alvarado and Cynthia Caridad Meléndez Salgado will be hereinafter jointly referred to as "EDGARDO";----------

---BRYAN, ESTEBAN and EDGARDO will be hereinafter jointly referred to as "Sellers").----------

---AS PARTY OF THE FOURTH PART: PR INVESTCO LLC (hereinafter "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of

the State of Delaware, United States of America, represented herein by its authorized representative, MS. GLADYS OMAYRA FONTANEZ REYES, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this public deed arises from Certificate of Resolution of PR INVESTCO LLC signed by Eileen Sawyer, in her capacity of Manager of PR INVESTCO LLC, on February fifteen (15) two thousand twenty three (2023), in New York, New York, United States of America, before notary public Eric Orenstein, an original of which I, the Notary, hereby certify to have had before me, and which, in my opinion, is in full compliance with all legal requirements to authorize Ms. Gladys Omayra Fontanez Reyes to appear in this public deed on behalf of Buyer; and----------

---AS THE PARTY OF THE FIFTH PART: Mister **JOSE ENRIQUE PEREZ CRUZ**, also known as José E. Pérez (hereinafter the "Broker"), who is of legal age, married, real estate broker, and resident of Bayamón, Puerto Rico.----------

---I, the Notary, certify that I am personally acquainted with all parties, and through their statements, I further certify as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and accordingly they do hereby----------

----------STATE AND AGREE----------

---FIRST: <u>The Property; Title, Liens and Encumbrances</u>.------

---Sellers are the owners in fee simple title ("pleno dominio") and have the possession of a parcel of land which will be

referred to hereinafter as the "PARCEL". The PARCEL is jointly owned by BRYAN, ESTEBAN and EDGARDO. Each of them owns a one third (⅓) participation in the PARCEL. The PARCEL is described in the Spanish language as follows, according to the Registry of the Property of Puerto Rico:----------

---**"RUSTICA:** Parcela marcada con el número ciento nueve (109) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida de veintiún mil novecientos seis punto diecisiete (21,906.17) metros cuadrados, equivalentes a cinco punto cinco mil setecientas treinta y cinco (5.5735) cuerdas. En lindes, por el NORTE, con la parcela número ciento cuatro (104); por el SUR, con la parcela número cincuenta y ocho (58), la cual contiene parte de la servidumbre de paso para su acceso de quince (15) metros de ancho, de los cuales siete punto cincuenta (7.50) metros pertenecen a esta parcela; por el ESTE, con las parcelas número cincuenta y nueve (59) y sesenta (60), que contienen ambas partes de la servidumbre de paso para su acceso de quince (15) metros de ancho, de los cuales siete punto cincuenta (7.50) metros pertenecen a esta parcela; y por el OESTE, con las parcelas número ciento diez (110), ciento once (111) y ciento doce (112), las cuales contienen parte de la servidumbre de paso para su acceso de quince (15) metros de ancho, de los cuales siete punto cincuenta (7.50) metros pertenecen a esta parcela.----------
---Esta parcela está afectada por una servidumbre de paso compuesta de tres mil seiscientos cincuenta y seis punto sesenta y dos (3,656.62) metros cuadrados, la cual se compone de siete punto cincuenta (7.50) metros lineales de ancho por cuatrocientos noventa y dos punto cuarenta y siete (492.47) metros lineales de largo por sus colindancias Sur, Este y Oeste para uso agrícola. Dicha finca fue mensurada por el Agrimensor Frank Lozada Díaz el día diez (10) de febrero de dos mil cuatro (2004)."----------

---the PARCEL is recorded at the overleaf of page one hundred sixty five (165) of volume eight hundred forty three (843) of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, property number eighteen thousand eight hundred forty three (18,843).----------

---The PARCEL is subject to the following liens and/or encumbrances:----------

---By its origin, the PARCEL is free and clear of liens and

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encumbrances.----------

---By itself, the PARCEL is subject to the following liens and encumbrances:----------

-----(A) Restrictive covenants as per deed number one hundred thirty three (133), executed in Mayaguez, Puerto Rico, on November twenty (20), two thousand three (2003), before notary public Luis Roberto Santos, recorded at page one hundred sixty six (166) of volume eight hundred forty three (843), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, parcel number eighteen thousand eight hundred forty three (18,843), third (3rd) recording.----------

---The PARCEL was acquired by Sellers through deed number two hundred sixty two (262), executed in Guaynabo, Puerto Rico, on December twenty nine (29), two thousand twenty one (2021), before notary public Joel Rolando Rodríguez Sánchez, recorded at entry two thousand twenty one dash one six eight five one eight dash "S" "G" zero one (2021-168518-SG01) of the Karibe System of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

---Sellers represent that, according to the information provided by the Centro de Recaudaciones de Ingresos Municipales ("CRIM"), the real estate tax property identification number ("catastro") of the PARCEL is four zero two dash zero zero nine dash three two seven dash eighty three dash zero zero zero (402-009-327-83-000).----------

---SECOND: Buyer wishes to acquire an option to buy the PARCEL, with all its improvements, and rights and annexes,

"as is, where is", and Sellers wish to grant, and hereby grant, said option to Buyer (hereinafter the "Option"), which is done pursuant to this public instrument and in accordance with the following----------

----------**TERMS AND CONDITIONS:**----------

-----2.1. The purchase-sale price of the PARCEL will be the lump sum of FOUR HUNDRED FIFTY THOUSAND DOLLARS ($450,000), payable in full, through manager's check or wire transfer to the order of Sellers, simultaneously with the execution of the purchase sale public deed whereby Buyer will acquire fee simple title to the PARCEL and the possession thereof, pursuant to the Option (the "Purchase-Sale Deed").----------

---Of said purchase-sale price of FOUR HUNDRED FIFTY THOUSAND DOLLARS ($450,000), (i) one third (⅓), or ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000), corresponds and will be payable to BRYAN; (ii) one third (⅓), or ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000), corresponds and will be payable to ESTEBAN; and (iii) one third (⅓), or ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000), corresponds and will be payable to EDGARDO.----------

-----2.2. As consideration for the Option, Buyer has paid to Sellers, simultaneously with the execution of this public deed or before its execution, the sum of TWENTY TWO THOUSAND FIVE HUNDRED DOLLARS ($22,500), as good faith deposit (the "Deposit"), which will be non-reimbursable, except only as set forth below in this public deed. Of said Deposit of TWENTY TWO THOUSAND FIVE HUNDRED

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DOLLARS ($22,500), (i) one third (⅓) or SEVEN THOUSAND FIVE HUNDRED DOLLARS ($7,500), corresponds and will be payable to BRYAN; (ii) one third (⅓) or SEVEN THOUSAND FIVE HUNDRED DOLLARS ($7,500), corresponds and will be payable to ESTEBAN; and (iii) one third (⅓) or SEVEN THOUSAND FIVE HUNDRED DOLLARS ($7,500), corresponds and will be payable to EDGARDO.----------Sellers hereby acknowledge receipt of the Deposit.----------

-----2.3. The Option begins simultaneously with the execution of this deed and will mature on February seventeen (17), two thousand twenty four (2024) (the "Term").----------

-----2.4. If the Term ends and Buyer has not bought the PARCEL within the Term (except for reasons attributable to Sellers), then the Deposit will be lost by Buyer, and will become the property of Sellers, as liquidated damages. If the PARCEL cannot be bought by Buyer within the Term, for reasons attributable to Sellers, then Sellers will reimburse the Deposit to Buyer at the end of the Term.----------

-----2.5. The real estate property taxes payable to the Centro de Recaudaciones de Ingresos Muncipales ("CRIM"), and all special taxes (if applicable) of the PARCEL will be the responsibility of Sellers and payable by Sellers up to the date of execution of the Purchase-Sale Deed (the "Closing Date"). Thereafter they shall be the responsibility of Buyer and payable by Buyer.----------

-----2.6. The Purchase-Sale Deed shall be executed before a notary public selected by Buyer.----------

-----2.7. Deeds to cancel any existing liens or encumbrances affecting the PARCEL at the time of execution

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of the Purchase-Sale Deed, if any, other than the Rights of Way and restrictive covenants described hereinabove, will be executed no later than the Closing Date, before a notary public selected by Sellers.----------

-----2.8. Through the Purchase-Sale Deed, Buyer will acquire recordable fee simple title to the PARCEL and the possession thereof, "as is, where is", free and clear of occupants, liens and encumbrances, with no representations or warranties, except only those specifically set forth in this public deed.----------

-----2.9. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of the Property of Puerto Rico of this public deed and of the Purchase-Sale Deed will be paid by Buyer.----------

-----2.10. The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of the Property of the deeds of cancellation mentioned in Section 2.7, above (if any) shall be paid by Sellers Said deed(s) of cancelation will be executed before a notary public selected by Sellers.----------

-----2.11. This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them.----------

-----2.12. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of Puerto Rico in the event of any litigation pursuant to this public deed.

-----2.13. All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

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------TO SELLERS:----------
------BRYAN MELENDEZ SALGADO----------
------HC 74 Box 6026----------
------Naranjito, PR 00719----------
------e-mail: bryanmelendezsalgado@gmail.com----------

------ESTEBAN HERNANDEZ RIVERA----------
------158 Vista de la Bahía----------
------Panorama Village----------
------Bayamón, PR 00957----------
------e-mail: educaeh@gmail.com----------

------EDGARDO MANUEL HERNANEZ ALVARADO and CYNTHIA CARIDAD MELENDEZ SALGADO----------
------1320 Riding Brook Drive----------
------Collierville, TN 38017----------
------e-mail: edgardo328@gmail.com----------

------TO BUYER:----------
------PR INVESTCO LLC----------
-------733 Third Avenue----------
-------New York, NY 10017----------
------Attention: Eileen Sawyer----------
-----Electronic Mail: roberto.ruiz@ccgc.com.do----------

------TO THE BROKER:----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920----------
------Attention: José Enrique Pérez Cruz----------
-----Electronic Mail: passportre@gmail.com----------

-----2.14. Sellers represent and warrant to Buyer that, to the best of Sellers' knowledge, in the PARCEL there are no toxic, dangerous, contaminated or contaminating substances, and the PARCEL has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----2.15. The appearing parties acknowledge that the Broker, mister José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the subject of this Option. The fees to Mr. Pérez Cruz and his associates, if any, for said service will be the

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responsibility of Buyer and paid simultaneously with the execution of the Purchase-Sale Deed, only if the Option is exercised by Buyer and Buyer buys the PARCEL pursuant to the Option. Said fees will amount to TWENTY TWO THOUSAND FIVE HUNDRED DOLLARS ($22,500), equivalent to five percent (5%) of the purchase-sale price of the PARCEL. Sellers will have no obligation to pay any fee of commission to the Broker.----------

-----2.16. The parties acknowledge and agree that, if any representation of Sellers in this public deed is incorrect or incomplete as of the Closing Date, or if, on the Closing Date, the PARCEL is not free of occupants, liens and encumbrances (except the Rights of Way and the restrictive covenants mentioned hereinabove), Buyer may, at its sole discretion, elect not to buy the PARCEL and, in such case, all the Deposit will be immediately returned in full to Buyer by Sellers.----------

-----2.17. The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed.----------

-----2.18. In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgement or judicial order, then and in that event the rest of this public deed will continue in full force and effect.

-----2.19. During the Term, Buyer and its employees, agents and/or contractors are authorized to enter the PARCEL to make studies, identify boundaries, take measurements and make inspections, during business days and hours, and the persons entering the PARCEL pursuant to this authorization

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will be responsible for the damages suffered or caused by them in the PARCEL. Every employee who enters the PARCEL pursuant to this authorization will be insured by a valid policy of the Puerto Rico State Insurance Fund, and, if applicable, of the "Chauffers' Insurance" or "Seguro Choferil". In addition, Buyer will have in place, during the term of the Option, a public liability insurance policy covering damages caused or suffered in the PARCEL by the persons who enter it pursuant to this authorization, with a minimum coverage of ONE MILLION DOLLARS ($1,000,000) per occurrence. Sellers will appear as co-insured parties in the policy, together with Buyer.----------

-----2.20. During the Term, Buyer is authorized to seek the approvals, permits and endorsements necessary for the development in the PARCEL of a residential, recreational and tourism project, or of part of a residential, recreational and tourism project, provided the existing DTS zoning of the PARCEL is not changed, and that such approvals, permits and endorsements (i) comply with the requirements of the existing DTS zoning of the PARCEL; and (ii) do not negatively affect and/or diminish the value or quality of the PARCEL.-----

-----2.21. The PARCEL may not be altered during the Term, except only if specifically authorized in advance, in writing, by Sellers and Buyer.----------

-----2.22. The Option is not transferable by Sellers. Conversely, Buyer is authorized to transfer or assign this agreement and all its rights and obligations hereunder, at the sole option and discretion of Buyer. ----------

---THIRD: Additional Documentation. The parties hereto

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agree to execute and deliver any additional instruments and documents that may be necessary to record the transaction contemplated in this deed in the Registry of the Property of Puerto Rico. Any costs and expenses, including attorneys' fees, incurred in connection with the execution of any additional instruments and documents shall be for the account of the Buyer. ----------

---**FOURTH:** Request to the Registrar. The Honorable Registrar of the Property of Puerto Rico is respectfully requested to record in the Registry of the Property of Puerto Rico the Option, as set forth in this deed.----------

---**FIFTH:** If Buyer does not purchase the PARCEL pursuant to the Option, Buyer will, within thirty (30) consecutive calendar days after the end of the Term, at Buyer's cost and expense, (i) cancel the lien or encumbrance on the PARCEL created by the Option; and (ii) file for recordation in the Registry of the Property of Puerto Rico any and all documents needed for the recording of said cancellation in the Registry of the Property. If the appearance of Sellers is required in said cancellation, Sellers will appear therein.----------

---**SIXTH:** During the Term of the Option, Sellers may not (i) sell the PARCEL to any party other than Buyer; or (ii) mortgage the PARCEL.----------

---**SEVENTH:** This Option may not be transferred or assigned by Sellers, but it may be transferred or assigned by Buyer.-----

----------**ACCEPTANCE AND WARNINGS**----------

---The appearing parties to this deed accept the same as drafted because it has been drawn up in accordance with their stipulations, terms and conditions. I, the Notary, made to the

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appearing parties the necessary legal warnings concerning the execution of this deed and they were fully advised by me thereon. Specifically, I advised them of the following:----------

-----(a) That any liens or encumbrances affecting title to the PARCEL that may be filed for recordation prior to the filing of this deed may be legally binding and could take precedence over this deed.----------

-----(b) It is advisable to verify the status of liens and encumbrances on the PARCEL as they may appear from the Registry of the Property of Puerto Rico on the date hereof and of the adverse consequences which may result from the failure to do so. To this effect, the appearing parties have been warned and advised by the subscribing Notary Public about the following: (i) that the digital system of recordation of the Digital Registry of Immovable Property of the Commonwealth of Puerto Rico provides Access to the Electronic Diary of Daily Operations, the Electronic Book of Recordations, and the Single Book of Lines ("Libro Unico de Embargos") twenty four (24) hours a day, seven (7) days a week for both inquiries and filings which may affect the registration or rights under this deed; (ii) that said electronic books have been reviewed up to the date of the title search prepared for this transaction; and (iii) that the authorizing Notary Public has not consulted the Registry of the Property of Puerto Rico in any way whatsoever after the date of the aforementioned title search, to all of which the appearing parties give their acceptance and compliance, being fully aware of its consequences.----------

-----(c) That this deed was prepared in accordance with title



searches (the "Title Searches"), prepared by **Capital Title Services, Inc.**, an entity engaged in such business, and not by the undersigned Notary. The aforementioned Title Searches are dated September twenty eight (28), two thousand twenty two (2022).----------

-----(d) The appearing parties accept the Title Searches and are satisfied with the contents thereof. Consequently, the appearing parties release the Notary from any responsibility due to errors or omissions in said Title Searches and/or due to any changes in the title to the PARCEL or in its liens and encumbrances that might occur between the date of the Title Searches and the date this deed is presented to the Registry of the Property of Puerto Rico for registration.----------

-----(e) The necessity and convenience of obtaining a negative certification of debt from the Municipal Revenue Collection Center tax rolls (CRIM – Centro de Recaudaciones de Ingresos Municipales) regarding the PARCEL.----------

-----(f) This deed must be recorded in the appropriate Section of the Registry of the Property of Puerto Rico in order to bind all rights herein to third-parties.----------

---The appearing parties waived the right which I advised them they had to have witnesses to the execution of this deed; but, upon my advice, made use of their right to read the same, and, finding it drafted to their entire satisfaction, having been advised by me, the Notary, of the pertinent legal warnings and reservations, acknowledging that they have understood this deed in all its parts, fully ratify and confirm the statements contained herein as the true and exact embodiment of their stipulations, terms, and conditions, proceed to sign before

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me, and to affix their initials on each folio of the same.----------

---And I, the Notary, do hereby CERTIFY AND ATTEST as to my personal knowledge or identification of the appearing parties and as to their personal circumstances, in accordance with their statements, as well as to all other things herein contained.----------

---I, the Notary, CERTIFY AND GIVE FAITH.----------

---[Firmada e inicializada:] Por Bryan Meléndez Salgado, Esteban Hernández Rivera, Edgardo Manuel Hernández Alvarado y Cynthia Caridad Meléndez Salgado, representada por su aopoderado Edgardo Manuel Hernández Alvarado, como la parte vendedora, Gladys Omayra Fontanez Reyes, como representante autorizada de PR Investco LLC y José Enrique Pérez Cruz.----------
---[Firmada, signada, sellada y rubricada:] María del Rosario Pujol Thompson.--------
---Hay en el original los correspondientes sellos de Rentas Internas e Impuesto Notarial cancelados con el signo de la Notario y debidamente estampadas las iniciales del compareciente al margen izquierdo de todos y cada uno de los folios del original y la firma de los comparecientes estampada al final del último folio del original.----------
---CERTIFICO: Que la presente es copia fiel y exacta de la Escritura Número Diez (10) del diecisiete (17) de febrero de dos mil veintitrés (2023), que obra en el protocolo general corriente de esta notaría a mi cargo, al cual me remito, constando la misma de quince (15) folios y, para entregar a la parte compradora, expido la presente Primera Copia Certificada hoy día diecisiete (17) de febrero de dos mil veintitrés (2023), dejando nota de saca al margen izquierdo del original de la Escritura Matriz que obra en mi protocolo.----------
---Yo, la Notaria, DOY FE.----------

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CERTIFICO que en la misma fecha y lugar de su otorgamiento expedí primera copia certificada a favor de la parte compradora. DOY FE. ----

Notario(a) Público(a)

----DEED NUMBER TWELVE (12)----------

------ DEED OF OPTION TO PURCHASE REAL ESTATE ------

---In the City of San Juan, Puerto Rico, on this seventeenth (17th) day of February, two thousand twenty three (2023),--------

---------- **BEFORE ME,** ----------

---MARIA DEL ROSARIO PUJOL THOMPSON, Attorney-at-Law and Notary Public in and for the Commonwealth of Puerto Rico, with residence in Guaynabo, Puerto Rico, and offices located at suite two hundred (200), Puerta del Condado Building, one thousand ninety five (1095) Wilson Street, San Juan, Puerto Rico,----------

---------- **APPEAR:** ----------

---AS PARTY OF THE FIRST PART: ESTEBAN HERNANDEZ RIVERA, of legal age, married to Ivette Marie Alvarado Sojo, with whom he has no conjugal partnership pursuant to the pre-nuptial agreement constituted as per deed number ninety four (94), executed in Bayamón, Puerto Rico, on November twenty three (23), two thousand twenty one (2021), before notary public Roberto Almodóvar Rodríguez, professor and resident of Bayamón, Puerto Rico, who will be referred to hereinafter as "Seller".----------

---AS PARTY OF THE SECOND PART: PR INVESTCO LLC (hereinafter "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of the State of Delaware, United States of America, represented herein by its authorized representative, MS. GLADYS OMAYRA FONTANEZ REYES, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this public deed arises

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from Certificate of Resolution of PR INVESTCO LLC signed by Eileen Sawyer, in her capacity of Manager of PR INVESTCO LLC, on February fifteen (15), two thousand twenty three (2023), in New York, New York, United States of America, before notary public Eric Orenstein, an original of which I, the Notary, hereby certify to have had before me, and which, in my opinion, is in full compliance with all legal requirements to authorize Ms. Gladys Omayra Fontanez Reyes to appear in this public deed on behalf of Buyer; and----

---AS THE PARTY OF THE THIRD PART: Mister **JOSE ENRIQUE PEREZ CRUZ**, also known as José E. Pérez (hereinafter the "Broker"), who is of legal age, married, real estate broker, and resident of Bayamón, Puerto Rico.----------

---I, the Notary, certify that I am personally acquainted with all parties, and, through their statements, I further certify as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and accordingly they do hereby----------

----------STATE AND AGREE----------

---FIRST: The Property; Title, Liens and Encumbrances.------

-----One. Title. Seller is the sole owner in fee simple title ("pleno dominio") and has the possession of the parcel of land described in the Spanish language as follows (hereinafter the "PROPERTY"):----------

---"RUSTICA: Barrio Boquerón de Cabo Rojo. Solar cuarenta (40) (mensurado). Cabida: veinte mil ciento cincuenta y siete punto ochocientos cuarenta y dos (20,157.842) metros cuadrados. Linderos: NORTE, con su camino de acceso de catorce punto cero cero (14.00) metros y con la parcela ciento setenta y nueve (179) de Monte Carlo; por el SUR, con camino de acceso de

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catorce punto cero cero (14.00) metros de ancho que la separa de la parcela noventa y siete (97); por el ESTE, con la parcela veintidós (22) propiedad de Valerie M. Hernández Alvarado y con su camino de acceso de catorce punto cero cero (14.00) metros de ancho que la separa de la parcela ochenta y nueve (89); y por el OESTE, con la parcela treinta y nueve (39), propiedad de Valerie M. Hernández Alvarado."----------

---The PROPERTY is property number eighteen thousand six hundred ninety eight (18,698), recorded at page thirty seven (37), of volume five hundred eight (508), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

---The PROPERTY was acquired by Seller through Deed Number Fifty One (51), executed in Bayamón, Puerto Rico, on September seventeen (17), two thousand twenty (2020), before notary public Roberto Almodóvar Rodríguez, recorded at the Karibe Volume of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, property number eighteen thousand six hundred ninety eight (18,698), fourteenth (14th) recording.----------

---The real property tax identification number ("número de catastro") assigned by the Muncipal Revenue Collection Center ("CRIM") to the PROPERTY is four zero two dash zero nineteen dash three hundred twenty seven dash thirty eight dash zero zero zero (402-019-327-38-000).----------

---The PROPERTY is subject to the following liens and/or encumbrances:----------

---By its origin, the PROPERTY is free of liens and encumbrances.----------

---By itself, the PROPERTY is free of liens and encumbrances.----------

---SECOND: Buyer wishes to acquire an option to buy the

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PROPERTY, with all its improvements, and rights and annexes, and Seller wishes to grant, and hereby grants, said option to Buyer (hereinafter the "Option"), which is done pursuant to this public instrument and in accordance with the following:----------

----------**TERMS AND CONDITIONS:**----------

-----2.1. The purchase-sale price of the PROPERTY will be the lump sum of ONE MILLION SEVEN THOUSAND EIGHT HUNDRED NINETY TWO DOLLARS WITH TEN CENTS ($1,007,892.10), payable as follows:----------

----------2.1.1. the sum of ONE HUNDRED THOUSAND SEVEN HUNDRED EIGHTY NINE DOLLARS WITH TWENTY ONE ($100,789.21) has been paid by Buyer to Seller simultaneously with the execution of this public deed, as consideration for the Option, as good faith deposit (the "Deposit"), which will be non-reimbursable, except only as set forth below in this public deed. Seller hereby acknowledge receipt of the Deposit.----------

----------2.1.2 the sum of THREE HUNDRED TWO THOUSAND THREE HUNDRED SIXTY SEVEN DOLLARS WITH SIXTY THREE CENTS ($302,367.63) will be payable in full, through manager's check to the order of Seller, simultaneously with the execution of the purchase sale public deed whereby Buyer will acquire fee simple title to the PROPERTY and the possession thereof, pursuant to the Option (the "Purchase-Sale Deed").----------

----------2.1.3. the sum of SIX HUNDRED FOUR THOUSAND SEVEN HUNDRED THIRTY FIVE DOLLARS WITH TWENTY SIX CENTS ($604,735.26) will be deferred (the "Deferred

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BADIA DEL ROSARIO PUJOL THOMPSON ABOGADO-NOTARIO

Purchase Price") and payable in two (2) annual installments of THREE HUNDRED TWO THOUSAND THREE HUNDRED SIXTY SEVEN DOLLARS WITH SIXTY THREE CENTS ($302,367.63) each, on the first (1st) and second (2nd) anniversary of the execution of the Purchase-Sale Deed, respectively.----------

---Interest on the outstanding principal balance of the Deferred Purchase Price will accrue, beginning on the date of execution of the Purchase-Sale Deed and until full payment thereof, at the simple rate of five per cent (5%) per annum, payable together with each of the aforementioned installments of the Deferred Purchase Price.----------

---The Deferred Purchase Price will evidenced and guaranteed by one (1) promissory note, in the principal amount of SIX HUNDRED FOUR THOUSAND SEVEN HUNDRED THIRTY FIVE DOLLARS WITH TWENTY SIX CENTS ($604,735.26), which will be in turn guaranteed by a first mortgage in the principal sum of SIX HUNDRED FOUR THOUSAND SEVEN HUNDRED THIRTY FIVE DOLLARS WITH TWENTY SIX CENTS ($604,735.26) (the "$604,735.26 Mortgage") encumbering the PROPERTY, issued by Buyer to the order of Seller, due in two (2) annual installments of THREE HUNDRED TWO THOUSAND THREE HUNDRED SIXTY SEVEN DOLLARS WITH SIXTY THREE CENTS ($302,367.63) each, on the first (1st) and second (2nd) anniversary of the execution of the Purchase-Sale Deed, respectively, with interest at five per cent (5%) per annum, from the date of execution of the Purchase-Sale Deed and until full payment thereof, payable together with each of the

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aforementioned installments of principal.----------

---The deed of constitution of the $604,735.26 Mortgage will be executed before a notary public selected by Buyer. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of the Property of Puerto Rico of the deed of constitution of the $604,735.26 Mortgage will be paid by Buyer.----------

-----2.2. In addition to the Deposit, and as an additional *sine qua non* condition and consideration for the Option, Buyer will pay to Seller a <u>non-refundable fee</u> (which will not be credited to the purchase-sale price of the PROPERTY), in an amount equivalent to five per cent (5%) per annum on the principal sum of NINE HUNDRED SEVEN THOUSAND ONE HUNDRED TWO DOLLARS WITH EIGHTY NINE CENTS ($907,102.89), from the date of execution of this public deed until (i) the date of execution of the Purchase-Sale Deed; or (ii) the date this Option ends, for any reason whatsoever, whichever occurs first. Said non-refundable fee shall be paid in monthly installments starting thirty (30) calendar days after the date of execution of this public deed and until (i) the date of execution of the Purchase-Sale Deed; or (ii) the date this Option ends for any reason whatsoever, whichever occurs first.----------

-----2.3. The Option is granted for a term of one (1) year, starting on the date of execution of this public deed and ending on February seventeen (17), two thousand twenty four (2024) (the "Term").----------

-----2.4. Upon the execution of the Purchase-Sale Deed, the Deposit will be credited to the portion of the purchase-sale

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price payable on the date of execution of the Purchase-Sale Deed.----------

-----2.5. If the Term ends and Buyer has not bought the PROPERTY within the Term (except for reasons attributable to Seller), then the Deposit will be lost by Buyer, and will become the property of Seller, as liquidated damages. If the PROPERTY cannot be bought by Buyer within the Term, for reasons attributable to Seller, then Seller will reimburse the Deposit to Buyer at the end of the Term.----------

-----2.6. The real estate property taxes payable to the Centro de Recaudaciones de Ingresos Muncipales ("CRIM"), and all special taxes (if applicable) of the PROPERTY will be the responsibility of Seller and payable by Seller up to the date of execution of the Purchase-Sale Deed (the "Closing Date"). Thereafter they shall be the responsibility of Buyer and payable by Buyer.----------

-----2.7. The Purchase-Sale Deed shall be executed before a notary public selected by Buyer.----------

-----2.8. Deeds to cancel any liens or encumbrances affecting the PROPERTY, if any, existing at the time of execution of the Purchase-Sale Deed, except any permitted encumbrances will be executed no later than the Closing Date, before a notary public selected by Buyer.----------

-----2.9. Through the Purchase-Sale Deed, Buyer will acquire recordable fee simple title to the PROPERTY and the possession thereof, "as is, where is", free and clear of occupants, liens and encumbrances, except permitted encumbrances disclosed in this deed, if any. During the Term of the Option, Seller will have the possession of the

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ROSARIO PUJOL THOMPSON ABOGADO-NOTARIO

PROPERTY and will be allowed to conduct legal business activities in the PROPERTY.----------

-----2.10. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of the Property of Puerto Rico of this public deed and of the Purchase-Sale Deed will be paid by Buyer.----------

-----2.11. The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of the Property of the deeds of cancellation mentioned in Section 2.8, above (if any) shall be paid by Seller.----------

-----2.12. This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them.----------

-----2.13. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of Puerto Rico in the event of any litigation pursuant to this public deed.

-----2.14. All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

------TO SELLER:----------
------ESTEBAN HERNANDEZ RIVERA ----------
------158 Vista de la Bahía----------
------Panorama Village----------
------Bayamón, Puerto Rico 00957----------
-----Electronic Mail: educaeh@gmail.com----------

------TO BUYER:----------
------PR INVESTCO LLC----------
-------733 Third Avenue----------
-------New York, NY 10017----------
------Attention: Eileen Sawyer----------
-----Electronic Mail: roberto.ruiz@ccgc.com.do----------

------TO THE BROKER:----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920----------
------Attention: José Enrique Pérez Cruz----------

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-----Electronic Mail: passportre@gmail.com----------

-----2.15. Seller represents and warrants to Buyer that, to the best of Seller's knowledge, in the PROPERTY there are no toxic, dangerous, contaminated or contaminating substances, and that the PROPERTY has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----2.16. The appearing parties acknowledge that the Broker, mister José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the subject of this Option. The fees to Mr. Pérez Cruz and his associates, if any, for said service will be the responsibility of Buyer and paid simultaneously with the execution of the Purchase-Sale Deed, only if the Option is exercised by Buyer and Buyer buys the PROPERTY pursuant to the Option. Said fees will amount to FIFTY ONE THOUSAND FOUR HUNDRED SIXTY SEVEN DOLLARS WITH EIGHTY SEVEN CENTS ($51,467.87), equivalent to five percent (5%) of the purchase-sale price of the PROPERTY.----------

-----2.17. The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed.----------

-----2.18. In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgement or judicial order, then and in that event the rest of this public deed will continue in full force and effect.

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-----2.19. During the Term, Buyer and its employees, agents and/or contractors are authorized to enter the PROPERTY to make studies, identify boundaries, take measurements and make inspections, during business days and hours, and the persons entering the PROPERTY pursuant to this authorization will be responsible for the damages suffered or caused by them in the PROPERTY. Every employee who enters the PROPERTY pursuant to this authorization will be insured by a valid policy of the Puerto Rico State Insurance Fund, and, if applicable, of the "Chauffers' Insurance" or "Seguro Choferil". In addition, Buyer will have in place, during the term of the Option, a public liability insurance policy covering damages caused or suffered in the PROPERTY by the persons who enter it pursuant to this authorization, with a minimum coverage of ONE MILLION DOLLARS ($1,000,000) per occurrence. Seller will appear as co-insured in the policy, together with Buyer.----------

-----2.20. During the Term, Buyer is authorized to seek the approvals, permits and endorsements necessary for the development in the PROPERTY of a residential, recreational and tourism project, or of part of a residential, recreational and tourism project, provided the existing DTS zoning of the PROPERTY is not changed, and that such approvals, permits and endorsements (i) comply with the requirements of the existing DTS zoning of the PROPERTY; and (ii) do not negatively affect and/or diminish the value or quality of the PROPERTY. Seller hereby commits to confirm this authorization in writing if required by Buyer, for presentation to the corresponding public or governmental agencies and

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entities. If the PROPERTY is not purchased by Buyer, all approvals, permits and endorsements obtained by Buyer for the PROPERTY pursuant to the aforesaid authorization will be transferred and assigned by Buyer to Seller at the end of the Term, at no cost to Seller.----------

-----2.21. The PROPERTY may not be altered during the Term, except only if specifically authorized in advance, in writing, by Seller and Buyer.----------

-----2.22. The Option is not transferable by Seller. Conversely, Buyer is authorized to transfer or assign this agreement and all its rights and obligations hereunder, at the sole option and discretion of Buyer.----------

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---THIRD: Additional Documentation. The parties hereto agree to execute and deliver any additional instruments and documents that may be necessary to record the transaction contemplated in this deed in the Registry of the Property of Puerto Rico. Any costs and expenses, including attorneys' fees, incurred in connection with the execution of any additional instruments and documents shall be for the account of the Buyer. ----------

---FOURTH: Request to the Registrar. The Honorable Registrar of the Property of Puerto Rico is respectfully requested to record in the Registry of the Property of Puerto Rico the Option, as set forth in this deed.----------

---FIFTH: If Buyer does not purchase the PROPERTY pursuant to the Option, Buyer will, within thirty (30) consecutive calendar days after the end of the Term, at Buyer's cost and expense, (i) cancel the lien or encumbrance on the PROPERTY created by the Option; and (ii) file for

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recordation in the Registry of the Property of Puerto Rico any and all documents needed for the recording of said cancellation in the Registry of the Property. If the appearance of Seller is required in said cancellation, Seller will appear therein.----------

----------ACCEPTANCE AND WARNINGS----------

---The appearing parties to this deed accept the same as drafted because it has been drawn up in accordance with their stipulations, terms and conditions. I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this deed and they were fully advised by me thereon. Specifically, I advised them of the following:----------

-----(a) That any liens or encumbrances affecting title to the PROPERTY that may be filed for recordation prior to the filing of this deed may be legally binding and could take precedence over this deed.----------

-----(b) It is advisable to verify the status of liens and encumbrances on the PROPERTY as they may appear from the Registry of the Property of Puerto Rico on the date hereof and of the adverse consequences which may result from the failure to do so. To this effect, the appearing parties have been warned and advised by the subscribing Notary Public about the following: (i) that the digital system of recordation of the Digital Registry of Immovable Property of the Commonwealth of Puerto Rico provides Access to the Electronic Diary of Daily Operations, the Electronic Book of Recordations, and the Single Book of Lines ("Libro Unico de Embargos") twenty four (24) hours a day, seven (7) days a week for both inquiries and filings which may affect the

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registration or rights under this deed; (ii) that said electronic books have been reviewed up to the date of the title search prepared for this transaction; and (iii) that the authorizing Notary Public has not consulted the Registry of the Property of Puerto Rico in any way whatsoever after the date of the aforementioned title search, to all of which the appearing parties give their acceptance and compliance, being fully aware of its consequences.----------

-----(c) That this deed was prepared in accordance with a title search (the "Title Search"), prepared by **Capital Title Services, Inc.**, an entity engaged in such business, and not by the undersigned Notary. The aforementioned Title Search is dated August seventeen (17), two thousand twenty two (2022).----------

-----(d) The appearing parties accept the Title Search and are satisfied with the contents thereof. Consequently, the appearing parties release the Notary from any responsibility due to errors or omissions in said Title Search and/or due to any changes in the title to the PROPERTY or in its liens and encumbrances that might occur between the date of the Title Search and the date this deed is presented to the Registry of the Property of Puerto Rico for registration.----------

-----(e) The necessity and convenience of obtaining a negative certification of debt from the Municipal Revenue Collection Center tax rolls (CRIM – Centro de Recaudaciones de Ingresos Municipales) regarding the PROPERTY.----------

-----(f) This deed must be recorded in the appropriate Section of the Registry of the Property of Puerto Rico in order to bind all rights herein to third-parties.----------

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---The appearing parties waived the right which I advised them they had to have witnesses to the execution of this deed; but, upon my advice, made use of their right to read the same, and, finding it drafted to their entire satisfaction, having been advised by me, the Notary, of the pertinent legal warnings and reservations, acknowledging that they have understood this deed in all its parts, fully ratify and confirm the statements contained herein as the true and exact embodiment of their stipulations, terms, and conditions, proceed to sign before me, and to affix their initials on each folio of the same.----------

---And I, the Notary, do hereby CERTIFY AND ATTEST as to my personal knowledge or identification of the appearing parties and as to their personal circumstances, in accordance with their statements, as well as to all other things herein contained.----------

---I, the Notary, CERTIFY AND GIVE FAITH.----------

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Sello
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02/23/2023
$102.00
Sello de Rentas Internas
80004-2023-0223-30352012

CERTIFICO que en la misma fecha y lugar de su otorgamiento expedí primera copia certificada a favor de la parte compradora. DOY FE. ----

Notario(a) Público(a)

G.d.F.R.

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----DEED NUMBER ELEVEN (11)----------

------ DEED OF OPTION TO PURCHASE REAL ESTATE ------

---In the City of San Juan, Puerto Rico, on this seventeenth (17th) day of February, two thousand twenty three (2023),--------

---------- **BEFORE ME,** ----------

---MARIA DEL ROSARIO PUJOL THOMPSON, Attorney-at-Law and Notary Public in and for the Commonwealth of Puerto Rico, with residence in Guaynabo, Puerto Rico, and offices located at suite two hundred (200), Puerta del Condado Building, one thousand ninety five (1095) Wilson Street, San Juan, Puerto Rico,----------

---------- **APPEAR:** ----------

---AS PARTY OF THE FIRST PART: ESTEBAN HERNANDEZ RIVERA, of legal age, married to Ivette Marie Alvarado Sojo, with whom he has no conjugal partnership pursuant to the pre-nuptial agreement constituted as per deed number ninety four (94), executed in Bayamón, Puerto Rico, on November twenty three (23), two thousand twenty one (2021), before notary public Roberto Almodóvar Rodríguez, professor and resident of Bayamón, Puerto Rico, who will be referred to hereinafter as "Seller".----------

---AS PARTY OF THE SECOND PART: PR INVESTCO LLC (hereinafter "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of the State of Delaware, United States of America, represented herein by its authorized representative, MS. GLADYS OMAYRA FONTANEZ REYES, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this public deed arises

from Certificate of Resolution of PR INVESTCO LLC signed by Eileen Sawyer, in her capacity of Manager of PR INVESTCO LLC, on February fifteen (15), two thousand twenty three (2023), in New York, New York, United States of America, before notary public Eric Orenstein , an original of which I, the Notary, hereby certify to have had before me, and which, in my opinion, is in full compliance with all legal requirements to authorize Ms. Gladys Omayra Fontanez Reyes to appear in this public deed on behalf of Buyer; and---

---**AS THE PARTY OF THE THIRD PART:** Mister **JOSE ENRIQUE PEREZ CRUZ**, also known as José E. Pérez (hereinafter the "Broker"), who is of legal age, married, real estate broker, and resident of Bayamón, Puerto Rico.----------

---I, the Notary, certify that I am personally acquainted with all parties, and through their statements, I further certify as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and accordingly they do hereby----------

G.O.F.R.

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----------**STATE AND AGREE**----------

---**FIRST:** <u>The Property; Title, Liens and Encumbrances</u>.------

-----One. <u>Title</u>. Seller is the sole owner in fee simple title ("pleno dominio") and has the possession of the four (4) parcels of land described in the Spanish Language as follows:

----------**PROPERTY ONE (1)**----------

---**"RUSTICA:** Parcela de terreno localizada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, identificada en el Plano de Segregación del Agrimensor Frank Lozada Díaz como el REMANENTE TREINTA Y NUEVE (39), con una cabida superficial de cinco mil ciento nueve meteros cuadrados con treinta y nueve milésimas de metros cuadrados

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(5,109.039 m.c.), equivalentes a una cuerda con dos mil novecientas noventa y nueve diez milésimas de cuerda (1.2999 cda.); colindando por el NORTE, con la parcela treinta y nueve guión letra C (39-C) y con la parcela treinta y nueve guión letra D (39-D) anteriormente segregadas; por el SUR, con la parcela treinta y nueve guión letra B (39-B) anteriormente segregada; por el ESTE, con la parcela ciento setenta y nueve (179) de MC Acquisition Corp. y con la parcela cuarenta (40) antes propiedad de Valerie Marie Hernández Alvarado y hoy propiedad de Esteban Hernández RIvera; y por el OESTE, con la parcela ciento setenta y cuatro (174) de Oriental Bank & Trust, con la parcela treinta y nueve guión letra A (39-A) anteriormente segregada y con la parcela treinta y nueve guión letra B (39-B) anteriormente segregada; y cuyo centroide de este solar bajo el sistema métrico de coordenadas Lambert NAD-ochenta y tres (NAD-83) es: (X = 118,819.742; Y = 217,955.325).----------

---Está afectada a una servidumbre de paso perpetua a favor de las parcelas treinta y nueve guión letra A (39-A) y treinta y nueve guión letra B (39-B) anteriormente segregadas de siete (7) metros de ancho por su colindancia ESTE".----------

---PROPERTY ONE (1) is the remnant of parcel number eighteen thousand six hundred ninety seven (18,697), recorded at page thirty one (31) of volume five hundred eight (508) of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, after four (4) parcels were segregated from it pursuant to Deed Number One Hundred Sixty Eight (168), executed in Cabo Rojo, Puerto Rico, on December first (1st), two thousand twenty one (2021), before notary public Ramón Guillermo Vélez Rivera, pending recordation at entry two thousand twenty one dash one five seven seven five zero dash "S""G" zero one (2021-157750-SG01) of the Karibe System.----------

----------PROPERTY TWO (2)----------

---"RUSTICA: Parcela de terreno localizada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, identificada en el Plano de Segregación del Agrimensor Frank Lozada Díaz como la PARCELA TREINTA Y NUEVE GUION LETRA B (39-B), con una cabida superficial de tres mil novecientos treinta metros cuadrados con cuatrocientas milésimas de metros cuadrados (3,930.400 m.c.), equivalentes a UNA CUERDA (1.0000 cda.); colindando por el NORTE, con el Remanente treinta y nueve (39); por el SUR, con la parcela treinta y nueve guión letra A (39-A) anteriormente segregada; por el ESTE, con su acceso (servidumbre de paso) de siete (7) metros de ancho que forman parte del predio Remanente treinta y nueve (Remanente 39); por el OESTE, con la parcela ciento setenta y cuatro (174) de Oriental Bank & Trust; y cuyo

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centro centroide de este solar bajo el sistema métrico de coordenadas Lambert NAD ochenta y tres (NAD 83) es (X = 118,835.365; Y = 217,920.142).----------
---Está afectada a una servidumbre de paso a favor de Cable TV, Teléfono y Autoridad de Energía Eléctrica (AEE) de cinco (5) pies de ancho por toda su colindancia SUR y ESTE."----------

---PROPERTY TWO (2) was segregated from parcel number eighteen thousand six hundred ninety seven (18,697), recorded at page thirty one (31) of volume five hundred eight (508) of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, pursuant to Deed Number One Hundred Sixty Eight (168), executed in Cabo Rojo, Puerto Rico, on December first (1st), two thousand twenty one (2021), before notary public Ramón Guillermo Vélez Rivera, pending recordation at entry two thousand twenty one dash one five seven seven five zero dash "S""G" zero one (2021-157750-SG01) of the Karibe System.----------

----------PROPERTY THREE (3)----------

---"RUSTICA: Parcela de terreno localizada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, identificada en el Plano de Segregación del Agrimensor Frank Lozada Diez como la PARCELA TREINTA Y NUEVE GUION LETRA C (39-C), con una cabida superficial de tres mil novecientos treinta metros cuadrados con trescientos noventa milésimas de metros cuadrados (3,930.390 m.c.), equivalentes a una cuerda (1.0000 cda.); colindando por el NOR-ESTE, con la parcela treinta y nueve guión letra D (39-D) a segregarse; por el SUR-ESTE, con el Remanente treinta y nueve (39) a segregarse; por el SUR-OESTE, con la parcela ciento setenta y cuatro (174) de Oriental Bank & Trust; y por el NOR-OESTE, con el camino de acceso en tierra existente; y cuyo centroide de este solar bajo el sistema métrico de coordenadas Lambert NAD-ochenta y tres (NAD-83) es: (X = 118,779.314; Y = 217,989.151).----------

---Está afectada a una servidumbre de paso a favor de Cable TV, Teléfono y Autoridad de Energía Eléctrica (AEE) de cinco (5) pies de ancho por toda su colindancia NOR-OESTE."----------

---PROPERTY THREE (3) was segregated from parcel number eighteen thousand six hundred ninety seven (18,697), recorded at page thirty one (31) of volume five hundred eight (508) of Cabo Rojo, Section of San Germán of the Registry of

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the Property of Puerto Rico, pursuant to Deed Number One Hundred Sixty Eight (168), executed in Cabo Rojo, Puerto Rico, on December first (1st), two thousand twenty one (2021), before notary public Ramón Guillermo Vélez Rivera, pending recordation at entry two thousand twenty one dash one five seven seven five zero dash "S""G" zero one (2021-157750-SG01) of the Karibe System.----------

----------**PROPERTY FOUR (4)**----------

---"RUSTICA: Parcela de terreno localizada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, identificada en el Plano de Segregación del Agrimensor Frank Lozada Díaz como la PARCELA TREINTA Y NUEVE GUION LETRA D (39-D), con una cabida superficial de tres mil novecientos treinta metros cuadrados con trescientos ochenta milésimas de metros cuadrados (3,930.380 m.c.), equivalentes a una cuerda (1.0000 cda.); colindando por el NORTE, con la parcela ciento setenta y nueve (179); por el SUR, con la parcela treinta y nueve guión letra C (39-C) anteriormente segregada; por el ESTE, con el Remanente treinta y nueve (39) a segregarse; y por el OESTE, con el camino de acceso en tierra existente; y cuyo centroide de este solar bajo el sistema métrico de coordenadas Lambert NAD-ochenta y tres (NAD83) es: (X = 118,791.577; Y = 218,033.140).----------

---Está afectada a una servidumbre de paso a favor de Cable TV, Teléfono y Autoridad de Energía Eléctrica (AEE) de cinco (5) pies de ancho por toda su colindancia SUR y ESTE."----------

---PROPERTY FOUR (4) was segregated from parcel number eighteen thousand six hundred ninety seven (18,697), recorded at page thirty one (31) of volume five hundred eight (508) of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, pursuant to Deed Number One Hundred Sixty Eight (168), executed in Cabo Rojo, Puerto Rico, on December first (1st), two thousand twenty one (2021), before notary public Ramón Guillermo Vélez Rivera, pending recordation at entry two thousand twenty one dash one five seven seven five zero dash "S""G" zero one (2021-157750-SG01) of the Karibe System.----------

---PROPERTY ONE (1), PROPERTY TWO (2), PROPERTY

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THREE (3) and PROPERTY FOUR (4) will be jointly referred to hereinafter as the "PROPERTY".----------

---The PROPERTY was acquired by Seller through Deed Number Fifty One (51), executed in Bayamón, Puerto Rico, on September seventeen (17), two thousand twenty (2020), before notary public Roberto Almodóvar Rodríguez, recorded at the Karibe Volume of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, parcel number eighteen thousand six hundred ninety seven (18,697), fourteenth (14th) recording.----------

---The real property tax identification number ("número de catastro") assigned by the Muncipal Revenue Collection Center ("CRIM") to the PROPERTY is four zero two dash zero eighteen dash three hundred twenty seven dash forty dash zero zero zero (402-018-327-40-000).----------

---The PROPERTY is subject to the following liens and/or encumbrances:----------

---By its origin, the PROPERTY is free of liens and encumbrances.----------

---By itself, the PROPERTY is free of liens and encumbrances.----------

---SECOND: Buyer wishes to acquire an option to buy the PROPERTY, with all its improvements, and rights and annexes, together with the possession thereof, and Seller wishes to grant, and hereby grants, said option to Buyer (hereinafter the "Option"), which is done pursuant to this public instrument and in accordance with the following:----------

----------TERMS AND CONDITIONS:----------

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-----2.1. The purchase-sale price of the PROPERTY will be the lump sum of NINE HUNDRED FIVE THOUSAND NINE HUNDRED NINETY ONE DOLLARS WITH FORTY FIVE CENTS ($905,991.45), of which (i) TWO HUNDRED FIFTY FIVE THOUSAND FOUR HUNDRED FIFTY ONE DOLLARS WITH NINETY SIX CENTS ($255,451.96) will correspond and will be allocated to PROPERTY ONE (1); (ii) ONE HUNDRED NINETY SIX THOUSAND FIVE HUNDRED TWENTY DOLLARS ($196,520) will correspond and will be allocated to PROPERTY TWO (2); (iii) ONE HUNDRED NINETY SIX THOUSAND FIVE HUNDRED NINETEEN DOLLARS WITH FORTY NINE CENTS ($196,519.49) will correspond and will be allocated to PROPERTY THREE (3); and (iv) TWO HUNDRED FIFTY SEVEN THOUSAND FIVE HUNDRED DOLLARS ($257,500) will correspond and will be allocated to PROPERTY FOUR (4).----------

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---The NINE HUNDRED FIVE THOUSAND NINE HUNDRED NINETY ONE DOLLARS WITH FORTY FIVE CENTS ($905,991.45) purchase price of the PROPERTY is payable as follows:----------

----------2.1.1. the sum of NINETY THOUSAND FIVE HUNDRED NINETY NINE DOLLARS WITH FIFTEEN CENTS ($90,599.15) has been paid by Buyer to Seller simultaneously with the execution of this public deed, as consideration for the Option, as good faith deposit (the "Deposit"), which will be non-reimbursable, except only as set forth below in this public deed. Seller hereby acknowledge receipt of the Deposit. Of said Deposit, (i) TWENTY FIVE THOUSAND FIVE HUNDRED FORTY EIGHT DOLLARS

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WITH NINETY SIX CENTS ($25,548.96) will correspond and will be allocated to PROPERTY ONE (1); (ii) NINETEEN THOUSAND SIX HUNDRED FIFTY DOLLARS WITH NINETY SIX CENTS ($19,650.96) will correspond and will be allocated to PROPERTY TWO (2); (iii) NINETEEN THOUSAND SIX HUNDRED FIFTY DOLLARS WITH NINETY FIVE CENTS ($19,650.95) will correspond and will be allocated to PROPERTY THREE (3); and (iv) TWENTY FIVE THOUSAND SEVEN HUNDRED FORTY EIGHT DOLLARS WITH TWENTY EIGHT CENTS ($25,748.28) will correspond and will be allocated to PROPERTY FOUR (4).----------2.1.2 the sum of TWO HUNDRED SEVENTY ONE THOUSAND SEVEN HUNDRED NINETY SEVEN DOLLARS WITH FORTY FOUR CENTS ($271,797.44) will be payable in full, through manager's check to the order of Seller, simultaneously with the execution of the purchase sale public deed whereby Buyer will acquire fee simple title to the PROPERTY and the possession thereof, pursuant to the Option (the "Purchase-Sale Deed"). Of said amount, (i) SEVENTY SIX THOUSAND SIX HUNDRED FORTY SIX DOLLARS WITH EIGHTY EIGHT CENTS ($76,646.88) will correspond and will be allocated to PROPERTY ONE (1); (ii) FIFTY EIGHT THOUSAND NINE HUNDRED FIFTY TWO DOLLARS WITH EIGHTY SIX CENTS ($58,952.86) will correspond and will be allocated to PROPERTY TWO (2); (iii) FIFTY EIGHT THOUSAND NINE HUNDRED FIFTY TWO DOLLARS WITH EIGHTY FIVE CENTS ($58,952.85) will correspond and will be allocated to PROPERTY THREE (3); and (iv) SEVENTY SEVEN THOUSAND TWO HUNDRED

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FORTY FOUR DOLLARS WITH EIGHTY FIVE CENTS ($77,244.85) will correspond and will be allocated to PROPERTY FOUR (4).----------

----------2.1.3. the sum of FIVE HUNDRED FORTY THREE THOUSAND FIVE HUNDRED NINETEY FOUR DOLLARS WITH EIGHTY SIX CENTS ($543,594.86) will be deferred (the "Deferred Purchase Price"). The Deferred Purchase Price will be distributed as follows among the four (4) parcels which comprise the PROPERTY: (i) ONE HUNDRED FIFTY THREE THOUSAND TWO HUNDRED FIFTY SIX DOLLARS WITH TWELVE CENTS ($153,256.12) will correspond and will be allocated to PROPERTY ONE (1); (ii) ONE HUNDRED SEVENTEEN THOUSAND NINE HUNDRED SIXTEEN DOLLARS WITH EIGHTEEN CENTS ($117,916.18) will correspond and will be allocated to PROPERTY TWO (2); (iii) ONE HUNDRED SEVENTEEN THOUSAND NINE HUNDRED FIFTEEN DOLLARS WITH SIXTY NINE CENTS ($117,915.69) will correspond and will be allocated to PROPERTY THREE (3); and (iv) ONE HUNDRED FIFTY FOUR THOUSAND FIVE HUNDRED SIX DOLLARS WITH EIGHTY SEVEN CENTS ($154,506.87) will correspond and will be allocated to PROPERTY FOUR (4).----------

---The Deferred Purchase Price will be payable in (i) two (2) annual installments of TWO HUNDRED SEVENTY ONE THOUSAND SEVEN HUNDRED NINETY SEVEN DOLLARS WITH FORTY THREE CENTS ($271,797.43) each, on the first (1st) and second (2nd) anniversaries of the execution of the Purchase-Sale Deed.----------

---Of said sum of TWO HUNDRED SEVENTY ONE

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THOUSAND SEVEN HUNDRED SEVENTY NINE DOLLARS WITH FORTY THREE CENTS ($271,797.43) per year to be paid for the first two (2) consecutive years following the execution of the Purchase-Sale Deed, (i) SEVENTY SIX THOUSAND SIX HUNDRED TWENTY EIGHT DOLLARS WITH SIX CENTS ($76,628.06) per year will correspond and will be allocated to PROPERTY ONE (1); (ii) FIFTY EIGHT THOUSAND NONE HUNDRED FIFTY EIGHT DOLLARS WITH NINE CENTS ($58,958.09) per year will correspond and will be allocated to PROPERTY TWO (2); (iii) FIFTY EIGHT THOUSAND NINE HUNDRED FIFTY SEVEN DOLLARS WITH EIGHTY FIVE CENTS ($58,957.85) will correspond and will be allocated to the first (1st) installment of PROPERTY THREE (3), and FIFTY EIGHT THOUSAND NINE HUNDRED FIFTY SEVEN DOLLARS WITH EIGHTY FOUR CENTS ($58,957.84) will correspond and will be allocated to the second (2nd) installment of PROPERTY THREE (3); and (iv) SEVENTY SEVEN THOUSAND TWO HUNDRED FIFTY THREE DOLLARS WITH FORTY THREE CENTS ($77,253.43) per year will correspond and will be allocated to PROPERTY FOUR (4).----------

---Interest on the outstanding principal balance of the Deferred Purchase Price will accrue, beginning on the date of execution of the Purchase-Sale Deed and until full payment thereof, at the simple rate of five per cent (5%) per annum, payable together with each of the aforementioned installments of the Deferred Purchase Price.----------

---The Deferred Purchase Price will evidenced and guaranteed by one (1) promissory note in the principal sum of

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FIVE HUNDRED FORTY THREE THOUSAND FIVE HUNDRED NINETY FOUR DOLLARS WITH EIGHTY SIX CENTS ($543,594.86), which will be in turn guaranteed by a first mortgage encumbering the PROPERTY, in the amount of FIVE HUNDRED FORTY THREE THOUSAND FIVE HUNDRED NINETY FOUR DOLLARS WITH EIGHTY SIX CENTS ($543,594.86) (the "$543,594.86 Mortgage"), issued by Buyer to the order of Seller, due in two (2) annual installments of TWO HUNDRED SEVENTY ONE THOUSAND SEVEN HUNDRED NINETY SEVEN DOLLARS WITH FORTY THREE CENTS ($271,797.43) each, on the first (1st) and second (2nd) anniversaries of the execution of the Purchase-Sale Deed, with interest on the outstanding principal balance at five per cent (5%) per annum, payable together with each of the aforementioned installments of principal.----------

---Pursuant to the $543,594.86 Mortgage, (i) PROPERTY ONE (1) will be mortgaged in the amount of ONE HUNDRED FIFTY THREE THOUSAND TWO HUNDRED FIFTY SIX DOLLARS WITH TWELVE CENTS ($153,256.12); (ii) PROPERTY TWO (2) will be mortgaged in the amount of ONE HUNDRED SEVENTEEN THOUSAND NINE HUNDRED SIXTEEN DOLLARS WITH EIGHTEEN CENTS ($117,916.18); (iii) PROPERTY THREE (3) will be mortgaged in the amount of ONE HUNDRED SEVENTEEN THOUSAND NINE HUNDRED FIFTEEN DOLLARS WITH SIXTY NINE CENTS ($117,915.69); and (iv) PROPERTY FOUR (4) will be mortgaged in the amount of ONE HUNDRED FIFTY FOUR THOUSAND FIVE HUNDRED SIX DOLLARS WITH EIGHTY

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SEVEN CENTS ($154,506.87).----------

---The deed of constitution of the $543,594.86 Mortgage will be executed before a notary public selected by Buyer. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of the Property of Puerto Rico of the deed of constitution of the $543,594.86 Mortgage will be paid by Buyer.----------

-----2.2. In addition to the Deposit, and as an additional *sine qua non* condition and consideration for the Option, Buyer will pay Seller a non-refundable fee (which will not be credited to the purchase-sale price of the PROPERTY), in an amount equivalent to five per cent (5%) per annum on the principal sum of EIGHT HUNDRED FIFTEEN THOUSAND THREE HUNDRED NINETY TWO DOLLARS WITH THIRTY ONE CENTS ($815,392.31), from the date of execution of this public deed until (i) the date of execution of the Purchase-Sale Deed; or (ii) the date this Option ends for any reason whatsoever, whichever occurs first. Said non-refundable fee shall be paid in monthly installments starting thirty (30) calendar days after the date of execution of this public deed and until (i) the date of execution of the Purchase-Sale Deed; or (ii) the date this Option ends for any reason whatsoever, whichever occurs first.----------

-----2.3. The Option is granted for a term of one (1) year, starting on the date of execution of this public deed and ending on February seventeen (17), two thousand twenty four (2024) (the "Term").----------

-----2.4. Upon the execution of the Purchase-Sale Deed, the Deposit will be credited to the portion of the purchase-sale

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price payable on the date of execution of the Purchase-Sale Deed.----------

-----2.5. If the Term ends and Buyer has not bought the PROPERTY within the Term (except for reasons attributable to Seller), then the Deposit will be lost by Buyer, and will become the property of Seller, as liquidated damages. If the PROPERTY cannot be bought by Buyer within the Term, for reasons attributable to Seller, then Seller will reimburse the Deposit to Buyer at the end of the Term.----------

-----2.6. The real estate property taxes payable to the Centro de Recaudaciones de Ingresos Muncipales ("CRIM"), and all special taxes (if applicable) of the PROPERTY will be the responsibility of Seller and payable by Seller up to the date of execution of the Purchase-Sale Deed (the "Closing Date"). Thereafter they shall be the responsibility of Buyer and payable by Buyer.----------

-----2.7. The Purchase-Sale Deed shall be executed before a notary public selected by Buyer.----------

-----2.8. Deeds to cancel any liens or encumbrances affecting the PROPERTY, if any, existing at the time of execution of the Purchase-Sale Deed, except any permitted encumbrances will be executed no later than the Closing Date, before a notary public selected by Buyer.----------

-----2.9. Through the Purchase-Sale Deed, Buyer will acquire recordable fee simple title to the PROPERTY and the possession thereof, "as is, where is", free and clear of occupants, liens and encumbrances, except permitted encumbrances disclosed in this deed, if any. During the Term of the Option, Seller will have the possession of the

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PROPERTY and will be allowed to conduct legal business activities in the PROPERTY.----------

-----2.10. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of the Property of Puerto Rico of this public deed and of the Purchase-Sale Deed will be paid by Buyer.----------

-----2.11. The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of the Property of the deeds of cancellation mentioned in Section 2.8, above (if any) shall be paid by Seller.----------

-----2.12. This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them.----------

-----2.13. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of Puerto Rico in the event of any litigation pursuant to this public deed.

-----2.14. All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

------TO SELLER:----------
------ESTEBAN HERNANDEZ RIVERA ----------
------158 Vista de la Bahía----------
------Panorama Village----------
------Bayamón, Puerto Rico 00957----------
-----Electronic Mail: educaeh@gmail.com----------

------TO BUYER:----------
------PR INVESTCO LLC----------
-------733 Third Avenue----------
-------New York, NY 10017----------
------Attention: Eileen Sawyer----------
-----Electronic Mail: roberto.ruiz@ccgc.com.do----------

------TO THE BROKER:----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920----------
------Attention: José Enrique Pérez Cruz----------

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-----Electronic Mail: passportre@gmail.com----------

-----2.15. Seller represents and warrants to Buyer that, to the best of Seller's knowledge, in the PROPERTY there are no toxic, dangerous, contaminated or contaminating substances, and that the PROPERTY has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----2.16. The appearing parties acknowledge that the Broker, mister José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the subject of this Option. The fees to Mr. Pérez Cruz and his associates, if any, for said service will be the responsibility of Buyer and paid simultaneously with the execution of the Purchase-Sale Deed, only if the Option is exercised by Buyer and Buyer buys the PROPERTY pursuant to the Option. Said fees will amount to FORTY THREE THOUSAND ONE HUNDRED FIFTY DOLLARS WITH THIRTY FOUR CENTS ($43,150.34), equivalent to five percent (5%) of the purchase-sale price of the PROPERTY.----------

-----2.17. The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed.----------

-----2.18. In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgement or judicial order, then and in that event the rest of this public deed will continue in full force and effect.

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-----2.19. During the Term, Buyer and its employees, agents and/or contractors are authorized to enter the PROPERTY to make studies, identify boundaries, take measurements and make inspections, during business days and hours, and the persons entering the PROPERTY pursuant to this authorization will be responsible for the damages suffered or caused by them in the PROPERTY. Every employee who enters the PROPERTY pursuant to this authorization will be insured by a valid policy of the Puerto Rico State Insurance Fund, and, if applicable, of the "Chauffers' Insurance" or "Seguro Choferil". In addition, Buyer will have in place, during the term of the Option, a public liability insurance policy covering damages caused or suffered in the PROPERTY by the persons who enter it pursuant to this authorization, with a minimum coverage of ONE MILLION DOLLARS ($1,000,000) per occurrence. Seller will appear as co-insured in the policy, together with Buyer.----------

-----2.20. During the Term, Buyer is authorized to seek the approvals, permits and endorsements necessary for the development in the PROPERTY of a residential, recreational and tourism project, or of part of a residential, recreational and tourism project, provided the existing DTS zoning of the PROPERTY is not changed, and that such approvals, permits and endorsements (i) comply with the requirements of the existing DTS zoning of the PROPERTY; and (ii) do not negatively affect and/or diminish the value or quality of the PROPERTY. Seller hereby commits to confirm this authorization in writing if required by Buyer, for presentation to the corresponding public or governmental agencies and

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entities. If the PROPERTY is not purchased by Buyer, all approvals, permits and endorsements obtained by Buyer for the PROPERTY pursuant to the aforesaid authorization will be transferred and assigned by Buyer to Seller at the end of the Term, at no cost to Seller.----------

-----2.21. The PROPERTY may not be altered during the Term, except only if specifically authorized in advance, in writing, by Seller and Buyer.----------

-----2.22. The Option is not transferable by Seller. Conversely, Buyer is authorized to transfer or assign this agreement and all its rights and obligations hereunder, at the sole option and discretion of Buyer.----------

---**THIRD:** Additional Documentation. The parties hereto agree to execute and deliver any additional instruments and documents that may be necessary to record the transaction contemplated in this deed in the Registry of the Property of Puerto Rico. Any costs and expenses, including attorneys' fees, incurred in connection with the execution of any additional instruments and documents shall be for the account of the Buyer. ----------

---**FOURTH:** Request to the Registrar. The Honorable Registrar of the Property of Puerto Rico is respectfully requested to record in the Registry of the Property of Puerto Rico the Option, as set forth in this deed.----------

---**FIFTH:** If Buyer does not purchase the PROPERTY pursuant to the Option, Buyer will, within thirty (30) consecutive calendar days after the end of the Term, at Buyer's cost and expense, (i) cancel the lien or encumbrance on the PROPERTY created by the Option; and (ii) file for

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recordation in the Registry of the Property of Puerto Rico any and all documents needed for the recording of said cancellation in the Registry of the Property. If the appearance of Seller is required in said cancellation, Seller will appear therein.----------

----------ACCEPTANCE AND WARNINGS----------

---The appearing parties to this deed accept the same as drafted because it has been drawn up in accordance with their stipulations, terms and conditions. I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this deed and they were fully advised by me thereon. Specifically, I advised them of the following:----------

-----(a) That any liens or encumbrances affecting title to the PROPERTY that may be filed for recordation prior to the filing of this deed may be legally binding and could take precedence over this deed.----------

-----(b) It is advisable to verify the status of liens and encumbrances on the PROPERTY as they may appear from the Registry of the Property of Puerto Rico on the date hereof and of the adverse consequences which may result from the failure to do so. To this effect, the appearing parties have been warned and advised by the subscribing Notary Public about the following: (i) that the digital system of recordation of the Digital Registry of Immovable Property of the Commonwealth of Puerto Rico provides Access to the Electronic Diary of Daily Operations, the Electronic Book of Recordations, and the Single Book of Lines ("Libro Unico de Embargos") twenty four (24) hours a day, seven (7) days a week for both inquiries and filings which may affect the

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registration or rights under this deed; (ii) that said electronic books have been reviewed up to the date of the title search prepared for this transaction; and (iii) that the authorizing Notary Public has not consulted the Registry of the Property of Puerto Rico in any way whatsoever after the date of the aforementioned title search, to all of which the appearing parties give their acceptance and compliance, being fully aware of its consequences.----------

-----(c) That this deed was prepared in accordance with a title search (the "Title Search"), prepared by **Capital Title Services, Inc.**, an entity engaged in such business, and not by the undersigned Notary. The aforementioned Title Search is dated August seventeen (17), two thousand twenty two (2022).----------

-----(d) The appearing parties accept the Title Search and are satisfied with the contents thereof. Consequently, the appearing parties release the Notary from any responsibility due to errors or omissions in said Title Search and/or due to any changes in the title to the PROPERTY or in its liens and encumbrances that might occur between the date of the Title Search and the date this deed is presented to the Registry of the Property of Puerto Rico for registration.----------

-----(e) The necessity and convenience of obtaining a negative certification of debt from the Municipal Revenue Collection Center tax rolls (CRIM – Centro de Recaudaciones de Ingresos Municipales) regarding the PROPERTY.---------

-----(f) This deed must be recorded in the appropriate Section of the Registry of the Property of Puerto Rico in order to bind all rights herein to third-parties.----------

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---The appearing parties waived the right which I advised them they had to have witnesses to the execution of this deed; but, upon my advice, made use of their right to read the same, and, finding it drafted to their entire satisfaction, having been advised by me, the Notary, of the pertinent legal warnings and reservations, acknowledging that they have understood this deed in all its parts, fully ratify and confirm the statements contained herein as the true and exact embodiment of their stipulations, terms, and conditions, proceed to sign before me, and to affix their initials on each folio of the same.----------

---And I, the Notary, do hereby CERTIFY AND ATTEST as to my personal knowledge or identification of the appearing parties and as to their personal circumstances, in accordance with their statements, as well as to all other things herein contained.----------

---I, the Notary, CERTIFY AND GIVE FAITH.----------

G.O.F.R.

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Sello

4U22-02045185

5120
02/23/2023
$92.00

Sello de Rentas Internas
80004-2023-0223-30352004

CERTIFICO que en la misma fecha y lugar de su otorgamiento expedí primera copia certificada a favor de la parte compradora. DOY FE. ----

Notario(a) Público(a)

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----ESCRITURA NUMERO: VEINTIDÓS (22)----------

----------OPCIÓN DE COMPRA DE INMUEBLES----------

---En San Juan, Puerto Rico, el día diecinueve (19) de octubre de dos mil veintidós (2022);----------

----------ANTE MI,----------

---MARIA DEL ROSARIO PUJOL THOMPSON, abogada y notaria publica en y para el Estado Libre Asociado de Puerto Rico, con residencia en Guaynabo, Puerto Rico, y estudio abierto en la oficina número doscientos (200) del Edificio Puerta del Condado, en la Calle Wilson número mil noventa y cinco (1095), Condado, San Juan, Puerto Rico, ----------

----------COMPARECEN:----------

---DE LA PRIMERA PARTE: ANTONIO JUAN BARTOLOME FAS ALZAMORA, mayor de edad, casado con Ileana Pacheco Morales, abogado y vecino de Cabo Rojo, Puerto Rico (en adelante "Antonio"), quien comparece en su capacidad personal;----------

---DE LA SEGUNDA PARTE: MARGARITA DE LOURDES FAS ALZAMORA, mayor de edad, soltera, propietaria y vecina de San Juan, Puerto Rico (en adelante "Margarita").----------

---Antonio y Margarita serán llamados conjuntamente los "Vendedores" en adelante en la presente escritura,--------

---DE LA TERCERA PARTE: PR INVESTCO LLC (en adelante la "Compradora"), una compañía de responsabilidad limitada organizada y existente al amparo de las leyes del Estado de Delaware de los Estados Unidos de América, representada en esta escritura por su representante autorizada, GLADYS OMAYRA FONTANEZ REYES (en

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adelante "Gladys"), quien es mayor de edad, soltera, abogada y vecina de San Juan, Puerto Rico y quien está debidamente autorizada a comparecer en la presente escritura en representación de la Compradora, según surge de Certificación de Resolución de PR INVESTCO LLC, suscrita por Eileen Sawyer, en su carácter de Gerente ("Manager") de PR INVESTCO LLC, el día doce (12) de octubre de dos mil veintidós (2022), ante el notario público John J. Franco, cuyo original, Yo, la Notaria, certifico que he examinado y que, en mi opinión, cumple con todos los requisitos legales necesarios para autorizar a Gladys a comparecer en esta escritura en representación de la Compradora; y ----------

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---DE LA CUARTA PARTE: JOSE ENRIQUE PEREZ CRUZ, también conocido como José E. Pérez (en adelante el "Corredor"), quien es mayor de edad, casado, corredor de bienes raíces y vecino de Bayamón, Puerto Rico.----------

---Yo, la Notaria, certifico que conozco personalmente a todos los comparecientes y que, por sus dichos, conozco sus respectivas edades, estados civiles, ocupaciones y direcciones residenciales. Me aseguran tener y, a mi juicio, tienen la capacidad legal necesaria para el presente otorgamiento, y en tal virtud, libre y voluntariamente,----------

----------EXPRESAN Y ACUERDAN:----------

---PRIMERO: Antonio, en su carácter personal y privativo, es dueño en pleno y absoluto dominio y tiene la posesión quieta y pacífica de la parcela de terreno que se describe a continuación [en adelante el "INMUEBLE UNO (1)"]:----------

----------INMUEBLE UNO (1)----------

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---**"RUSTICA:** Predio de terreno identificado con el número Trece guión "A" (13-A) del plano de parcelación de la finca llamada "Corozo", sito en el barrio Llanos Costa, Sector el Corozo del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CUATROCIENTOS VEINTIDOS MIL CUATROCIENTOS SETENTA Y TRES PUNTO CUARENTA Y CUATRO (422,473.44) METROS CUADRADOS, equivalentes a ciento siete punto cuatrocientas ochenta y nueve (107.489) cuerdas. En lindes, por el NORTE, en quinientos cinco punto cero cero ochenta y cinco (505.0085) metros lineales, con camino municipal denominado camino Peñones; por el SUR, en trescientos cuarenta punto ochocientos cuarenta y tres (340.843) metros lineales, con predio identificado en el plano de parcelación como camino de acceso; por el OESTE, en mil trescientos noventa y dos punto trescientos cuarenta y ocho (1,392.348) metros lineales, con predio identificado con el número Trece guión "B" (13-B) del plano de inscripción; y por el ESTE, noventa y siete punto cero sesenta y cuatro (97.064), ciento veintinueve punto trescientos sesenta y uno (129.361) y mil doscientos sesenta y siete punto dos mil seiscientos cincuenta y tres (1,267.2653) metros lineales, con predios identificados en el plano de parcelación con los números catorce (14) y quince (15) y con propiedades de Sigfrido Vélez, Sucesión Valentín y Serafín Vélez, respectivamente, para un total de mil cuatrocientos noventa y tres punto seis mil novecientos tres (1,493.6903) metros lineales."----------

---El INMUEBLE UNO (1) es la finca número veinticuatro mil noventa y seis (24,096), inscrita al folio doscientos doce (212) del tomo seiscientos setenta y uno (671) de Cabo Rojo, Sección de San Germán del Registro de la Propiedad de Puerto Rico.----------

---El INMUEBLE UNO (1) fue adquirido por Antonio por adjudicación de propiedad hereditaria, según "Sentencia Cuaderno Particional" del Tribunal General de Justicia de Puerto Rico, Sala Superior de Mayagüez, en el caso número RF guión ochenta y cinco guión mil ciento treinta y nueve (RF-85-1139), del trece (13) de febrero de mil novecientos noventa (1990), inscrita al folio doscientos doce (212) del tomo seiscientos setenta y uno (671) de Cabo Rojo, Sección de San Germán del Registro de la Propiedad de Puerto Rico, finca número veinticuatro mil noventa y seis (24,096),

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inscripción primera (1ra.).----------

---De acuerdo a información provista por el Centro de Recaudación de Ingresos Municipales ("CRIM"), el número de catastro del INMUEBLE UNO (1) es el cuatrocientos dos guión cero cero cero guión cero cero cinco guión veintinueve guión cero cero cero (402-000-005-29-000).----------

---El INMUEBLE UNO (1) se encuentra libre de cargas, gravámenes y ocupantes.----------

---**SEGUNDO:** Margarita, en su carácter personal y privativo, es dueña en pleno y absoluto dominio y tiene la posesión quieta y pacífica de la parcela de terreno que se describe a continuación [en adelante el "INMUEBLE DOS (2)"]:----------

----------**INMUEBLE DOS (2)**----------

---**"RUSTICA:** Predio de terreno identificado con el número trece guión "B" (13-B) en el plano de parcelación de la finca denominada Corozo, sito en el Barrio Llanos Costa, Sector El Corozo del término municipal de Cabo Rojo, Puerto Rico y con una cabida superficial de CUATROCIENTOS VEINTIDOS MIL CUATROCIENTEOS SETENTA Y TRES PUNTO CUARENTA Y CUATRO (422,473.44) METROS CUADRADOS, equivalentes a ciento siete punto cuatrocientas ochenta y nueve (107.489) cuerdas. Colinda, al NORTE, en seiscientos veintiocho punto nueve mil seiscientos ochenta y dos (628.9682) metros lineales con camino municipal denominado camino Peñones; por el SUR, en cuatrocientos cuarenta y siete punto cero cuarenta (447.040) y ciento setenta y nueve punto trescientos cincuenta y nueve (179.359) metros lineales, con predio identificado con el número doce (12) y camino de acceso del plano de parcelación; al ESTE, en mil trescientos noventa y dos punto trescientos cuarenta y ocho (1,392.348) metros lineales, con predio identificado en el plano de parcelación con el número trece guión "A" (13-A); y al OESTE, en mil cuatrocientos veintiuno punto mil ochocientos sesenta y dos (1,421.1862) metros lineales con propiedad de Alfredo Ramírez de Arellano."----------

---El INMUEBLE DOS (2) es la finca número veinticuatro mil noventa y siete (24,097), inscrita al folio doscientos quince (215) del tomo seiscientos setenta y uno (671) de Cabo Rojo, Sección de San Germán del Registro de la Propiedad de

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Puerto Rico.----------

---El INMUEBLE DOS (2) fue adquirido por Margarita por adjudicación de propiedad hereditaria, según "Sentencia Cuaderno Particional" del Tribunal General de Justicia de Puerto Rico, Sala Superior de Mayagüez, en el caso número RF guión ochenta y cinco guión mil ciento treinta y nueve (RF-85-1139), del trece (13) de febrero de mil novecientos noventa (1990), inscrita al folio doscientos quince (215) del tomo seiscientos setenta y uno (671) de Cabo Rojo, Sección de San Germán del Registro de la Propiedad de Puerto Rico.-

---De acuerdo a información provista por el Centro de Recaudación de Ingresos Municipales ("CRIM"), el número de catastro del INMUEBLE DOS (2) es el cuatrocientos dos guión cero cero cero guión cero cero cinco guión veintiocho guión cero cero cero (402-000-005-28-000).----------

---El INMUEBLE DOS (2) se encuentra libre de cargas, gravámenes y ocupantes.----------

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---TERCERO: El INMUEBLE UNO (1) y el INMUEBLE DOS (2) serán llamados en conjunto los "INMUEBLES" en adelante en la presente escritura. La Compradora desea adquirir un derecho de opción para comprar conjuntamente los INMUEBLES y los Vendedores, en este acto y mediante la presente escritura, conceden dicho derecho de opción a la Compradora y la Compradora lo acepta (en adelante la "Opción"), sujeto a los siguientes----------

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----------TERMINOS Y CONDICIONES:----------

-----3.1. El precio de compraventa de los INMUEBLES se distribuirá en partes iguales entre el INMUEBLE UNO (1) y el INMUEBLE DOS (2) y ascenderá a la suma alzada total de

QUINCE MILLONES QUINIENTOS MIL DÓLARES ($15,500,000.00), es decir SIETE MILLONES SETECIENTOS CINCUENTA MIL DÓLARES ($7,750,000.00) para el INMUEBLE UNO (1) y SIETE MILLONES SETECIENTOS CINCUENTA MIL DÓLARES ($7,750,000.00) para el INMUEBLE DOS (2), siempre y cuando se efectúe la compraventa de los INMUEBLES en virtud de la Opción dentro del Término Inicial (según éste se define más adelante en la presente escritura). Si la compraventa de los INMUEBLES en virtud de la Opción se otorgare después del vencimiento del Término Inicial y dentro de cualquiera de los Términos Extendidos (según éstos se definen más adelante en la presente escritura), entonces el precio de compraventa de los INMUEBLES aumentará a la suma alzada de DIECISEIS MILLONES QUINIENTOS MIL DÓLARES ($16,500,000.00), de los cuales corresponderían OCHO MILLONES DOSCIENTOS CINCUENTA MIL DÓLARES ($8,250,000.00) al INMUEBLE UNO (1) y OCHO MILLONES DOSCIENTOS CINCUENTA MIL DÓLARES ($8,250,000.00) al INMUEBLE DOS (2).----------

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-----**3.2.** El precio de compraventa de los INMUEBLES se pagará en su totalidad al contado, simultáneamente con el otorgamiento de la escritura pública de compraventa mediante la cual la Compradora comprará los INMUEBLES en virtud de la Opción (en adelante la "Escritura de Compraventa"), mediante (i) cheque de gerente de un banco de Puerto Rico a la orden de Antonio, por un importe igual al cincuenta por ciento (50%) del precio de compraventa, y (ii) cheque de gerente a la orden de Margarita, por un importe

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igual al cincuenta por ciento (50%) del precio de compraventa.----------

-----3.3. Mediante la Escritura de Compraventa, la Compradora adquirirá título en pleno y absoluto dominio sobre los INMUEBLES y la posesión de los mismos, libres de cargas, gravámenes y ocupantes, como están, donde están, ("as are, where are").----------

-----3.4. Simultáneamente con el otorgamiento de la presente escritura y como consideración a la Opción, la Compradora ha pagado a los Vendedores mediante cheque de gerente de un banco de Puerto Rico la suma de NOVECIENTOS TREINTA MIL DÓLARES ($930,000.00), como depósito de buena fe, no reembolsable (en adelante el "Depósito Inicial"), del cual un cincuenta por ciento (50%), es decir, CUATROCIENTOS SESENTA Y CINCO MIL DÓLARES ($465,000.00), ha sido pagado a Antonio y corresponde al INMUEBLE UNO (1), y el otro cincuenta por ciento (50%), es decir, CUATROCIENTOS SESENTA Y CINCO MIL DÓLARES ($465,000.00), ha sido pagado a Margarita y corresponde al INMUEBLE DOS (2). Los Vendedores acusan en este acto recibo de dicho Depósito Inicial de parte de la Compradora y a la entera satisfacción de los Vendedores. Se entiende y aclara y ratifica que el Depósito Inicial de NOVECIENTOS TREINTA MIL DÓLARES ($930,000) no es reembolsable y que los Vendedores no tendrán que devolver los NOVECIENTOS TREINTA MIL DÓLARES ($930,000.00) de dicho Depósito Inicial, el cual se acreditará al precio de compraventa de los INMUEBLES al otorgarse la Escritura de Compraventa, o será perdido por la

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Compradora si la Escritura de Compraventa no se otorga (excepto si ésta no se otorgare por negarse a ello los Vendedores sin causa justificada, según se indica más adelante en la presente escritura).----------

-----**3.5.** La Opción se concede por un término de un (1) año y vence, por tanto, al primer aniversario del otorgamiento de la presente escritura (el "Término Inicial"). Dicho término podrá prorrogarse según se describe más adelante en la presente escritura. Solo se podrá inscribir en el Registro de la Propiedad esta escritura por el término inicial de un (1) año, los demás términos extendidos, de ser obtenidos por la Compradora conforme a esta escritura, se inscribirán individualmente solo por el año adicional de cada término extendido. Nunca podrá inscribirse en el Registro de la Propiedad ningún término inicial y/o extendido por más tiempo de un (1) año cada uno.----------

-----**3.6.** Si, antes del vencimiento del Término Inicial, la Compradora solicita por escrito a los Vendedores una extensión de un (1) año al vencimiento del mismo, y paga a los Vendedores un depósito adicional de buena fe, no reembolsable, de UN MILLÓN TRESCIENTOS VEINTE MIL DÓLARES ($1,320,000.00) (el "Primer Depósito Adicional") mediante cheque de gerente de un banco de Puerto Rico, entonces el vencimiento de la Opción se extenderá por un (1) año, hasta el segundo (2do.) aniversario del otorgamiento de la presente escritura (en adelante el "Primer Término Extendido). Si el pago de UN MILLÓN TRESCIENTOS VEINTE MIL DÓLARES ($1,320,000.00) del Primer Depósito Adicional no se realizare antes del vencimiento del Término

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Inicial, la Opción del Primer Término Extendido no entrará en vigor y no será válida. De dicho Primer Depósito Adicional de UN MILLÓN TRESCIENTOS VEINTE MIL DÓLARES ($1,320,000.00), correspondería un cincuenta por ciento (50%), es decir SEISCIENTOS SESENTA MIL DÓLARES ($660,000.00), al INMUEBLE UNO (1) y a Antonio y el otro cincuenta por ciento (50%), es decir, SEISCIENTOS SESENTA MIL DÓLARES ($660,000.00), al INMUEBLE DOS (2) y a Margarita. Se entiende y aclara y ratifica que el Primer Depósito Adicional de UN MILLÓN TRESCIENTOS VEINTE MIL DÓLARES ($1,320,000), una vez entregado a los Vendedores por la Compradora, no será reembolsable y que los Vendedores no tendrán que devolver el UN MILLÓN TRESCIENTOS VEINTE MIL DÓLARES ($1,320,000.00) del Primer Depósito Inicial, el cual se acreditará al precio de compraventa de los INMUEBLES al otorgarse la Escritura de Compraventa, o será perdido por la Compradora si la Escritura de Compraventa no se otorga (excepto si ésta no se otorgare por negarse a ello los Vendedores sin causa justificada, según se indica más adelante en la presente escritura).----------

-----3.7. Si, antes del vencimiento del Primer Término Extendido, la Compradora solicita por escrito a los Vendedores una extensión de otro año adicional al vencimiento del mismo y paga a los Vendedores un depósito adicional de buena fe, no reembolsable, de UN MILLÓN CUATROCIENTOS OCHENTA Y CINCO MIL DÓLARES ($1,485,000.00) (el "Segundo Depósito Adicional") mediante cheque de gerente de un banco de Puerto Rico, entonces el

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vencimiento de la Opción se extenderá por otro año adicional, hasta el tercer (3er.) aniversario del otorgamiento de la presente escritura (en adelante el "Segundo Término Extendido"). Si el pago de UN MILLÓN CUATROCIENTOS OCHENTA Y CINCO MIL DÓLARES ($1,485,000.00) del Segundo Depósito Adicional no se realizare antes del vencimiento del Primer Término Extendido la opción del Segundo Término Extendido no entrará en vigor y no será válida. De dicho Segundo Depósito Adicional de UN MILLÓN CUATROCIENTOS OCHENTA Y CINCO MIL DÓLARES ($1,485,000.00), corresponderá un cincuenta por ciento (50%), es decir, SETECIENTOS CUARENTA Y DOS MIL QUINIENTOS DÓLARES ($742,500.00), al INMUEBLE UNO (1) y Antonio y el otro cincuenta por ciento (50%), es decir, SETECIENTOS CUARENTA Y DOS MIL QUINIENTOS DOLARES ($742,500.00), al INMUEBLE DOS (2) y Margarita. Se entiende y se aclara y ratifica que el Segundo Depósito Adicional de UN MILLÓN CUATROCIENTOS OCHENTA Y CINCO MIL DÓLARES ($1,485,000), una vez entregado a los Vendedores por la Compradora, no será reembolsable y los Vendedores no tendrán que devolver el UN MILLÓN CUATROCIENTOS OCHENTA Y CINCO MIL DÓLARES ($1,485,000.00) del Segundo Depósito Adicional, el cual se acreditará al precio de compraventa de los INMUEBLES al otorgarse la Escritura de Compraventa, o será perdido por la Compradora si la Escritura de Compraventa no se otorga (excepto si ésta no se otorgare por negarse a ello los Vendedores sin causa justificada, según se indica más adelante en la presente

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-----**3.8.** El Término Inicial, unido al Primer Término Extendido, si éste se produjere y al Segundo Término Extendido, si este se produjere, será llamado el Término en adelante en la presente escritura. El Primer Término Extendido y el Segundo Término Extendido son llamados en conjunto los "Términos Extendidos" en la presente escritura.----------

-----**3.9.** Todos los depósitos de buena fe entregados por la Compradora a los Vendedores con anterioridad al otorgamiento de la Escritura de Compraventa se acreditarán al precio de compraventa de los INMUEBLES, de la Compradora decidir comprar. De la Compradora decidir no comprar los INMUEBLES por la razón que sea (por cualquier razón), la Compradora perderá todos los depósitos previamente pagados a favor de la Vendedora. De otorgarse la compraventa de los INMUEBLES, todos los depósitos de buena fe se acreditarán al precio de compraventa simultáneamente con el otorgamiento de la Escritura de Compraventa, a razón de un cincuenta por ciento (50%) aplicable al INMUEBLE UNO (1) y Antonio y un cincuenta por ciento (50%) aplicable al INMUEBLE DOS (2) y Margarita.-----

-----**3.10.** Si la Compradora no compra los INMUEBLES a tenor con los términos de esta Opción por cualquier razón (arrepentimiento, cambio de planes de negocio, información obtenida en estudios a la propiedad y/o estudios y/o investigaciones de cualquier índole, o por cualquier otra razón pensable o impensable), excepto que los Vendedores se negaran a otorgar la Escritura de Compraventa sin razón

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justificada, los Compradores perderán todos los depósito de buena fe que para entonces hubieren pagado a los Vendedores y éstos pasarán a ser propiedad de los Vendedores según lo establecido en esta Opción. Específicamente se aclara y establece que, una vez pagado a los Vendedores el depósito de buena fe de cada término (Termino Inicial, Primer Término Extendido y Segundo Término Extendido), los depósitos de buena fe serán propiedad de los Vendedores y solo tendrán que devolverlos si se negaren a firmar la Escritura de Compraventa sin razón justificada de acuerdo a lo establecido en esta Opción. Si los Vendedores se negaren a otorgar la Escritura de Compraventa sin razón justificada para ello y de acuerdo a los términos de esta Opción, los Vendedores vendrán obligados a devolver a la Compradora todos los depósitos previamente entregados por la Compradora a los Vendedores, así como a responder por los daños y perjuicios que dicha negativa le causare a la Compradora.----------

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-----**3.11.** Las contribuciones sobre la propiedad inmueble correspondientes a los INMUEBLES y cualquier contribución especial relacionada con los INMUEBLES serán por cuenta y cargo de los Vendedores hasta la víspera del otorgamiento de la Escritura de Compraventa y por cuenta y cargo de la Compradora a partir del día del otorgamiento de la Escritura de Compraventa, inclusive.----------

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-----**3.12.** Esta escritura de opción de compra y la Escritura de Compraventa se otorgarán ante un notario público seleccionado por la Compradora. Los sellos, derechos de inscripción, comprobantes y honorarios notariales del original

y la primera copia certificada de la Escritura de Compraventa y del original y de la primera copia certificada de la presente escritura de opción de compra serán por cuenta y cargo de la Compradora. Todos los gastos, honorarios, escrituras, copias certificadas, derechos, sellos, comprobantes y cualquier otro estudio o servicio que pagar y realizar para la otorgación de la presente escritura de opción y de la Escritura de Compraventa serán pagados y sufragados por la Compradora.----------

-----**3.13.** Si, para que los INMUEBLES se vendan libres de cargas y gravámenes, hubiere que otorgar alguna(s) escritura(s) de cancelación, la(s) misma(s) será(n) ante un notario seleccionado por la Compradora. Los sellos, derechos de inscripción, comprobantes y honorarios notariales del original y la primera copia certificada de la(s) escritura(s) de cancelación, si alguna, serán por cuenta y cargo de los Vendedores.----------

-----**3.14.** Durante el Término de la Opción, los Vendedores mantendrán la posesión de los INMUEBLES como al presente.----------

-----**3.15.** La presente escritura, la Escritura de Compraventa y la(s) escritura(s) de cancelación, si alguna, serán interpretadas según las leyes de Puerto Rico y gobernadas por las mismas.----------

-----**3.16.** Las partes comparecientes se someten a la jurisdicción exclusiva del Tribunal General de Justicia del Estado Libre Asociado de Puerto Rico en caso de cualquier litigio que surja en virtud de la presente escritura pública, la Opción, la compraventa de los INMUEBLES y/o cualquier

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tema relacionado a los mismos.----------

-----**3.17.** Todas las notificaciones a las partes en virtud de la presente escritura y /o acerca de las transacciones objeto de la misma se enviarán por correo certificado con acuse de recibo y franqueo pre-pagado, con copias por correo electrónico, a las siguientes respectivas direcciones de las partes:----------

------A Antonio:----------
------Antonio Juan Bartolomé Fas Alzamora----------
------PO Box 1098 y PO Box 947----------
------Cabo Rojo, PR 00623----------
------Correo electrónico: antoniofaspacheco@gmail.com y antoniofas@hotmail.com

------A Margarita:----------
------Margarita De Lourdes Fas Alzamora----------
------ PO Box 1098----------
------Cabo Rojo, Puerto Rico----------
------Correo electrónico: antoniofaspacheco@gmail.com y antoniofas@hotmail.com----------

------A la Compradora:----------
------PR INVESTCO LLC----------
-------733 Third Avenue----------
-------New York, NY 10017----------
------Atención: Eileen Sawyer----------
------Correo electrónico: roberto.ruiz@ccgc.com.do----------

------Al Corredor:----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920----------
------Atención: José Enrique Pérez Cruz----------
------Correo electrónico: passportre@gmail.com----------

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-----**3.18.** Los Vendedores representan que, según su más leal saber y entender, los INMUEBLES no han sido usados como vertedero, basurero o depósito de sustancias tóxicas , peligrosas o contaminantes y en los mismos no existen sustancias tóxicas, peligrosas, contaminadas o contaminantes.----------

-----**3.19.** Las partes comparecientes reconocen que el Corredor, es decir, el señor José Enrique Pérez Cruz, ha

actuado como corredor de bienes raíces de la parte compradora en la transacción objeto de la presente escritura y que recibirá por sus servicios una comisión de corretaje equivalente al cinco por ciento (5%) del precio de compraventa de los INMUEBLES, simultáneamente con el otorgamiento de la Escritura de Compraventa, así como que dicha comisión será pagada por la Compradora en su totalidad. El Corredor representa que está autorizado por ley para fungir como corredor en la transacción y que tiene licencia válida de Puerto Rico para ello, con el número diez mil cuatrocientos setenta y ocho (10,478). El Corredor reconoce que no tendrá derecho a comisión o compensación alguna si no se efectúa la compraventa de los INMUEBLES en virtud de la presente Opción. Los Vendedores no tienen ninguna relación contractual y/o obligación de pago alguno con el señor José Enrique Pérez Cruz. ----------

-----3.20. En caso de que alguna parte o sección de esta escritura fuere declarado nulo o inválido en virtud de cualquier orden, resolución, sentencia o instrumento similar final y firme de alguna corte o tribunal con jurisdicción y competencia, entonces el resto del presente documento permanecerá en pleno vigor y efecto.----------

-----3.21. Durante el Término de esta Opción y mientras esta Opción esté vigente, la Compradora no está autorizada a hacer construcción, mejora o modificación alguna a los INMUEBLES. Sin embargo, durante el Término, y previa notificación, la Compradora y sus empleados, agentes, contratistas y/o mandatarios quedan autorizados para entrar a los INMUEBLES para hacer estudios, investigaciones y

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evaluaciones tales como, por ejemplo, mensuras, deslindes, topografías, pruebas de subsuelo, estudios de flora y fauna, estudios hidrológicos e hidráulicos y tasaciones, entre otros, durante horas laborables, en días laborables. Toda persona que entre a los INMUEBLES en virtud de esta autorización será responsable de los daños que allí sufriere o causare. Todo empleado que entre a los INMUEBLES en virtud de la presente autorización debe estar asegurado mediante una póliza en vigor del Fondo del Seguro del Estado y, si aplicare del Seguro Choferil. El pago de las primas de dichas pólizas será por cuenta y cargo de la Compradora. Además, la Compradora adquirirá, a su costo, una póliza de responsabilidad pública que cubra daños personales o a la propiedad causados o sufridos en los INMUEBLES, por un importe mínimo de cubierta de UN MILLÓN DE DÓLARES ($1,000,000) por ocurrencia. En dicha póliza, cuyas primas serán por cuenta y cargo de la Compradora, aparecerán la Compradora y los Vendedores como co-asegurados. Si los INMUEBLES no fueren comprados por la Compradora en virtud de la Opción, entonces, al vencimiento del Término, todos los estudios, evaluaciones, planos, especificaciones e informes acerca de los INMUEBLES preparados durante el Término pasarán a ser propiedad de los Vendedores, sin costo alguno para los Vendedores. Si la Compradora incumpliere con esta cláusula y/o con cualquiera otra cláusula de esta escritura, le responderá en daños y perjuicios a los Vendedores y los Vendedores a su discreción podrán dar por terminado los acuerdos pactados en esta Opción y la Compradora perderá todos los depósitos que

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hubiere para entonces entregado a los Vendedores, además de tener que salir inmediatamente de los INMUEBLES.----------**3.22.** Las partes comparecientes reconocen y acuerdan que, durante el Término, la Compradora no podrá solicitar permisos, aprobaciones, endosos para proyecto(s) y/o ante proyectos, consultas de ubicación, consultas en general, créditos contributivos, ni nada similar relacionado a posibles desarrollos sobre la propiedad al Gobierno de Puerto Rico, ni sus Agencias y/o dependencias, ni a los Municipios, ni al Gobierno Federal, ni sus Agencias y/o Dependencias sobre los INMUEBLES objeto de esta opción. No se podrá solicitar ni radicar ningún tipo de documento relacionado a lo anteriormente prohibido. Solamente, se podrá solicitar algo de lo no autorizado en este inciso con el previo consentimiento por escrito de los Vendedores y ninguna de dichas solicitudes o procesos ante los gobiernos municipales, estatales y federales podrá hacerse sin dicho previo consentimiento por escrito de los Vendedores. Si, en o antes del vencimiento del Término, la Compradora no comprare los INMUEBLES, todos los permisos, aprobaciones y endosos que para entonces hubieren conseguido la Compradora para los INMUEBLES, previo el consentimiento de los vendedores, si alguno, pasarán a ser propiedad de los Vendedores, sin costo alguno para los Vendedores.---------- Los Vendedores no estarán obligados a aprobar las solicitudes que realice la Compradora para autorizar todo lo prohibido en este inciso, ni tampoco los Vendedores incumplirán esta escritura de opción a compra por denegar la petición de la Compradora. La autorización escrita requerida

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de los Vendedores está a su discreción y a su mera liberalidad.----------

-----3.23. Si la Compradora no comprare los INMUEBLES en virtud de la Opción, la Compradora será responsable, a su costo, de que el Registro de la Propiedad libere a los INMUEBLES del gravamen de la presente Opción.----------

---CUARTO: Las partes comparecientes solicitan respetuosamente al Honorable Registrador de la Propiedad de San Germán, Puerto Rico, que inscriba la presente escritura en los libros a su digno cargo por el término de un (1) año a partir de la firma de la misma. Si se ejerciere(n) alguno(s) de los dos (2) posibles términos extendidos, se inscribirá la presente escritura en el Registro de la Propiedad solamente durante el año que correspondiere al periodo del término extendido.----------

----------ACEPTACION Y ADVERTENCIAS----------

---Tal es la escritura que aceptan las partes comparecientes, ratificándola en todas sus partes por hallarla conforme a sus instrucciones y deseos, procediendo yo, la Notaria, a hacerles las advertencias y reservas pertinentes en ley, en particular las siguientes:----------

-----(a) De la posibilidad de que otros documentos que afecten los derechos aquí creados hayan sido presentados para su inscripción con anterioridad al otorgamiento y/o presentación de la copia certificada de esta escritura en el Registro de la Propiedad de Puerto Rico y de la preferencia y/o prioridad que dicho título, gravamen interventor y/o derecho pueda tener sobre la inscripción de esta escritura.----

-----(b) Los estudios de título utilizados para preparar esta

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escritura fueron preparados por Capital Title Serivces, Inc., una entidad a tales menesteres, no por la Notaria Pública suscribiente; y las partes comparecientes reconocen que la Notaria autorizante les ha explicado el alcance y significado de lo que éstos expresan y manifiestan que, a su mejor conocimiento, dichos estudios reflejan la realidad sobre la titularidad y cargas de los INMUEBLES, a la fecha de dichos estudios. El estudio de título del INMUEBLE UNO (1) tiene fecha de treinta y uno (31) de agosto de dos mil veintidós (2022). El estudio de título del INMUEBLE DOS (2) tiene fecha de ocho (8) de septiembre de dos mil veintidós (2022).----

-----(c) Los estudios de título no son un seguro de título y reflejan sólo la realidad registral de los INMUEBLES a la fecha de los estudios; y por más reciente que sean, no cierran el Registro de la Propiedad ni excluyen la posibilidad de que otros documentos que afecten los derechos aquí creados hayan sido presentados para su inscripción antes del otorgamiento y/o presentación de la copia certificada de esta escritura y la preferencia y/o prioridad que dicho título gravamen interventor y/o derecho pueda tener sobre la inscripción de esta escritura.----------

-----(d) De la posibilidad de que existan gravámenes estatutarios adicionales no registrados y contribuciones sobre la propiedad que graven los INMUEBLES, ante lo cual las partes comparecientes reiteran haber obtenido y examinado las correspondientes certificaciones sobre el INMUEBLE UNO (1) y sobre el INMUEBLE DOS (2), expedidas por el Centro de Recaudación de Ingresos Municipales ("CRIM"); y reiteran además haber obtenido y examinado certificaciones

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sobre los INMUEBLES expedidas por el Departamento de Hacienda, de las cuales se desprende el estado contributivo de los INMUEBLES relacionado a la contribución especial sobre la propiedad inmueble a la fecha del otorgamiento de la presente escritura.----------

---Así lo dicen y otorgan ante mí las partes comparecientes, habiendo renunciado al derecho de requerir la presencia de testigos, del que les advertí.----------

---LEÍDA la presente escritura por las partes comparecientes, en uso del derecho que les advertí tenían, la encuentran de su conformidad, se ratifican en su contenido y firman al final de la misma, procediendo a estampar, además, sus iniciales al margen de todos los folios de este original.----------

---De todo lo cual Yo, la Notaria autorizante, DOY FE.----------

A.J.B.F.A.

M.L.F.A.

6.D.F.R.

Antonio J. Fas Alzamora

Margarita de Lourdes Fas Alzamora

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JORGE ANTONIO MORALES CORDERO

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787-723-1233; 787-729-1974
jorge.morales@mbcdlaw.com

CERTIFIED COPY OF DEED NUMBER EIGHTEEN (18)

PURCHASE AND SALE

EXECUTED IN SAN JUAN, PUERTO RICO
ON MAY 10, 2024

BEFORE:

JORGE ANTONIO MORALES CORDERO

BY:

FIDEICOMISO I.V.G.

("SELLER")

AND

CABO ROJO LAND ACQUISITION LLC

("BUYER")

----------**DEED NUMBER EIGHTEEN (18)** ----------

----------**PURCHASE AND SALE** ----------

---In San Juan, Puerto Rico, on this (10th) day of May, two thousand twenty-four (2024) ----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with offices and residence in San Juan, Puerto Rico,----------

----------**APPEAR** ----------

---AS THE PARTY OF THE FIRST PART: **FIDEICOMISO I.V.G.**, a trust organized and existing under the laws of the Commonwealth of Puerto Rico, constituted pursuant to Deed Number Thirty-Four (34), executed in Mayagüez, Puerto Rico, on August eighteen (18), two thousand nine (2009), before Notary Luis Roberto Santos (hereinafter, "Seller"), represented herein by its trustee, PEMARIS GONZÁLEZ SUÁREZ, of legal age, single, property owner and resident of Cabo Rojo, Puerto Rico (hereinafter, the "Trustee"); ----------

--- I, the Notary, hereby CERTIFY that I have reviewed a certified copy of the Deed of Trust and that, in my opinion, it grants the Trustee sufficient legal power and authority to execute this Deed on behalf of Seller. ----------

---AS THE PARTY OF THE SECOND PART: **ILLIANEDMARIS VEGA GONZÁLEZ,** of legal age, single, property owner and resident of Barceloneta, Puerto Rico, who appears herein as the sole beneficiary of IVG Trust (hereinafter, the "Beneficiary"), in order to ratify the sale and financing transaction contemplated in the present deed and state her unreserved consent thereto, if any such consent is deemed necessary. -----

---AS THE PARTY OF THE THIRD PART: **CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "Buyer"), a limited liability company organized, existing and in good standing under the laws

of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, GLADYS OMAYRA FONTÁNEZ REYES, who is of legal age, single, attorney at law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this Deed arises from a Certificate of Resolution of Buyer signed by Eileen Sawyer, as Manager of Buyer, on May two (2), two thousand twenty-four (2024), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engines of the Department of State and the Office of Information Technology Services of the State of New York. I further certify that I have examined the aforesaid Certificate of Resolution of Buyer and that it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law, to authorize Ms. Fontánez Reyes to appear herein on behalf of Buyer. ---I, the Notary, do hereby CERTIFY that I personally know the appearing parties, and I further certify, from their statements, as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily----------

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----------**STATE AND AGREE**----------

---**FIRST:** Seller is the owner in fee simple title ("*pleno dominio*"), and has the possession of the parcels of land described in the Spanish language as follows (hereinafter jointly referred to as, the "Property"): ----------

----------**PARCEL ONE**----------

---*"RÚSTICA: Parcela marcada con el número treinta y cinco (35) del Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de diecinueve mil seiscientos cincuenta y nueve punto veinticinco metro cuadrados (19,659.25 m.c.), equivalentes a cinco punto cero cero diecinueve (5.0019) cuerdas. En lindes, por el NORTE, con su camino de acceso de once (11.00) metros de ancho el cual lo separa de la parcela doce (12) de Monte Carlo Development Corporation y de la parcela cuarenta y siete (47) de Ricardo E. Carlo Díaz; por el SUR, con Carmen Cecilia Fas; por el ESTE, con la parcela número cincuenta y dos (52) de Monte Carlo Development Corporation; y por el OESTE, con la parcela número treinta y seis (36) de Carlos J. Meléndez, antes Monte Carlo Development Corporation."* ----------

---Parcel One is recorded at page 271 of volume 509 of Cabo Rojo, Section of San Germán of the Registry of Property of Puerto Rico (the "Registry"), Property Number 18,787. ----------

---The tax identification number ("*número de catastro*") assigned to Parcel One by the Municipal Revenues Collection Center ("CRIM") is 402-029-327-57-000. ----------

---Parcel One was acquired by Seller pursuant to Deed Number Thirty-Four (34), executed in Mayagüez, Puerto Rico, on August eighteen (18), two thousand nine (2009) before Notary Luis Roberto Santos Montalvo (hereinafter, the "Deed of Trust"), filed and pending recordation at the Registry under entry 2022-151613-SG01. ----------

----------LIENS AND ENCUMBRANCES OF PARCEL ONE ----------

---By its origin, Parcel One is free of liens and encumbrances. ----------

---By itself, Parcel One is subject to: ----------

----(A) Restrictive Conditions constituted pursuant to Deed Number One Hundred Thirty-Three (133), executed in Mayagüez, Puerto Rico, on November twenty (20) two thousand three (2003), before Notary Luis Roberto Santos, recorded at page 136 of volume 841 of Cabo Rojo, third (3rd) inscription (hereinafter, the "Permitted Encumbrance"). ----------

----(B) Mortgage to guarantee a promissory note payable to the order of the bearer, in the principal sum of One Million Five Hundred Seventy-One Thousand Four Hundred Twenty-Eight Dollars and fifty-four cents ($1,571,428.54), of which One Hundred Forty-Two Thousand Eight Hundred Fifty-Seven Dollars and fourteen cents ($142,857.14) are allocated to Parcel One, with no interest, payable on demand, constituted under Deed Number Fifty-Nine (59) executed in Mayagüez, Puerto Rico, on April six (6) two thousand four (2004), before Notary Luis Roberto Santos, recorded at page 136 of volume 841 of Cabo Rojo, fifth (5th) inscription. ----------

---The foregoing mortgage has been cancelled as to Parcel One, pursuant

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to Deed Number Twenty-Two (22), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol Thompson on May ten (10), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ----------

----(C) Mortgage to guarantee a promissory note payable to Pemaris González Suárez and Fernando Alberto Diez Antongiorgi, or their order, in the principal sum of One Million Eight Hundred Thousand Dollars ($1,800,000), of which One Hundred Thousand Dollars ($100,000) are allocated to Parcel One, with no interest and maturing in five (5) years from the date of issuance thereof, constituted under Deed Number Thirty-Five (35), executed in Mayagüez, Puerto Rico, on August eighteen (18) two thousand nine (2009), before Notary Luis Roberto Santos, filed and pending recordation at the Registry under entry 2022-151623-SG01. ------

---The foregoing mortgage lien has been cancelled as to Parcel One, pursuant to Deed Number Twenty-One (21), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol-Thompson on April twenty-three (23), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ------

----------**PARCEL TWO**----------

---*"RÚSTICA: Parcela número cuarenta y cinco (45), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida de cinco cuerdas (5.0000 cdas.) equivalentes a una (1) hectárea, noventa y seis (96) áreas, y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número cuarenta y cuatro (44) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela; por el SUR, con la parcela número cuarenta y seis (46) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela; por el ESTE, con la parcela número ciento diez (110) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela; y por el OESTE, con la parcela número ocho (8) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela."* ----------

---Parcel Two is recorded at the Registry at page 7 of volume 510 of Cabo Rojo, Property Number 18,793. ----------

---The tax identification number ("*número de catastro*") assigned to Parcel Two by the Municipal Revenues Collection Center ("CRIM") is

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402-009-327-86-000. ----------

---Parcel Two was acquired by Seller pursuant to the Deed of Trust.-------

----------LIENS AND ENCUMBRANCES OF PARCEL TWO ----------

---By its origin, Parcel Two is free of liens and encumbrances. ----------

---By itself, Parcel Two is subject to: ----------

----(A) The Permitted Encumbrance, constituted as stated above, recorded as to Parcel Two, at page 175 of volume 841 of Cabo Rojo, third (3rd) inscription. ----------

----(B) Mortgage to guarantee a promissory note payable to the order of the bearer, in the principal sum of One Million Five Hundred Seventy-One Thousand Four Hundred Twenty-Eight Dollars and fifty-four cents ($1,571,428.54), of which One Hundred Forty-Two Thousand Eight Hundred Fifty-Seven Dollars and fourteen cents ($142,857.14) are allocated to Parcel Two, with no interest, payable on demand, constituted under Deed Number Fifty-Nine (59) executed in Mayagüez, Puerto Rico, on April six (6) two thousand four (2004), before Notary Luis Roberto Santos, recorded at page 175 of volume 841 of Cabo Rojo, fifth (5th) inscription. ----------

---The foregoing mortgage has been cancelled as to Parcel Two, pursuant to Deed Number Twenty-Two (22), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol Thompson on May ten (10), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ----------

----(C) Mortgage to guarantee a promissory note payable to Pemaris González Suárez and Fernando Alberto Diez Antongiorgi, or their order, in the principal sum of One Million Eight Hundred Thousand Dollars ($1,800,000), of which Two Hundred Thousand Dollars ($200,000) are allocated to Parcel Two, with no interest and maturing in five (5) years from the date of issuance thereof, constituted under Deed Number Thirty-Five (35), executed in Mayagüez, Puerto Rico, on August eighteen (18)

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two thousand nine (2009), before Notary Luis Roberto Santos, filed and pending recordation at the Registry under entry 2022-151623-SG01.------

---The foregoing mortgage lien has been cancelled as to Parcel Two, pursuant to Deed Number Twenty-One (21), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol-Thompson on April twenty-three (23), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ------

----------**PARCEL THREE**----------

---*"RÚSTICA: Parcela número cuarenta y seis (46) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas y en lindes, por el NORTE, con la parcela número cuarenta y cinco (45) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela; por el SUR, con la parcela número cuarenta y siete (47) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela; por el ESTE, con la parcela número ciento once (111) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela; y por el OESTE, con la parcela número ocho (8) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela."*----------

---Parcel Three is recorded at the Registry at page 13 of volume 510 of Cabo Rojo, Property Number 18,794. ----------

---The tax identification number ("*número de catastro*") assigned to Parcel Three by the Municipal Revenues Collection Center ("CRIM") is 402-019-327-89-000.----------

---Parcel Three was acquired by Seller pursuant to the Deed of Trust. -----

----------LIENS AND ENCUMBRANCES OF PARCEL THREE---------

---By its origin, Parcel Three is free of liens and encumbrances.----------

---By itself, Parcel Three is subject to: ----------

----(A) The Permitted Encumbrance, constituted as stated above, recorded as to Parcel Three, at page 178 of volume 841 of Cabo Rojo, third (3rd) inscription. ----------

----(B) Mortgage to guarantee a promissory note payable to the order of the bearer, in the principal sum of One Million Five Hundred Seventy-One Thousand Four Hundred Twenty-Eight Dollars and fifty-four cents

($1,571,428.54), of which One Hundred Forty-Two Thousand Eight Hundred Fifty-Seven Dollars and fourteen cents ($142,857.14) are allocated to Parcel Three, with no interest, payable on demand, constituted under Deed Number Fifty-Nine (59) executed in Mayagüez, Puerto Rico, on April six (6) two thousand four (2004), before Notary Luis Roberto Santos, recorded at page 178 of volume 841 of Cabo Rojo, fifth (5th) inscription. ----------

---The foregoing mortgage has been cancelled as to Parcel Three, pursuant to Deed Number Twenty-Two (22), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol Thompson on May ten (10), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ----------

----(C) Mortgage to guarantee a promissory note payable to Pemaris González Suárez and Fernando Alberto Diez Antongiorgi, or their order, in the principal sum of One Million Eight Hundred Thousand Dollars ($1,800,000), of which Two Hundred Thousand Dollars ($200,000) are allocated to Parcel Three, with no interest and maturing in five (5) years from the date of issuance thereof, constituted under Deed Number Thirty-Five (35), executed in Mayagüez, Puerto Rico, on August eighteen (18) two thousand nine (2009), before Notary Luis Roberto Santos, filed and pending recordation at the Registry under entry 2022-151623-SG01.------

---The foregoing mortgage lien has been released as to Parcel Three, pursuant to Deed Number Twenty-One (21), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol-Thompson on April twenty-three (23), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ------

----------**PARCEL FOUR**----------

---*"RÚSTICA: Parcela número ciento cuatro (104), radicada en el Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida de cinco cuerdas (5.0000 cdas.) equivalentes a una (1) hectárea, noventa y seis (96) áreas, y sesenta (60) centiáreas. En lindes, por el NORTE, con las parcelas número ciento doce (112) y ciento trece (113) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco*

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(5.00) metros pertenecen a esta parcela; por el SUR, con la parcela número ciento nueve (109) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela; por el ESTE, con la sucesión Morales Díaz; y por el OESTE, con la parcela número cuarenta y tres (43) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela."----------

---Parcel Four is recorded at page 277 of volume 510 of Cabo Rojo, Section of San Germán of the Registry of Property of Puerto Rico (the "Registry"), Property Number 18,838. ----------

---The tax identification number ("*número de catastro*") assigned to Parcel Four by the Municipal Revenues Collection Center ("CRIM") is 402-009-327-82-000.----------

---Parcel Four was acquired by Seller pursuant to the Deed of Trust. ------

----------LIENS AND ENCUMBRANCES OF PARCEL FOUR ----------

---By its origin, Parcel Four is free of liens and encumbrances. ----------

---By itself, Parcel Four is subject to:----------

----(A) The Permitted Encumbrance, constituted as stated above, recorded as to Parcel Four, at page 124 of volume 843 of Cabo Rojo, third (3rd) inscription. ----------

----(B) Mortgage to guarantee a promissory note payable to the order of the bearer, in the principal sum of One Million Five Hundred Seventy-One Thousand Four Hundred Twenty-Eight Dollars and fifty-four cents ($1,571,428.54), of which One Hundred Forty-Two Thousand Eight Hundred Fifty-Seven Dollars and fourteen cents ($142,857.14) are allocated to Parcel Four, with no interest, payable on demand, constituted under Deed Number Fifty-Nine (59) executed in Mayagüez, Puerto Rico, on April six (6) two thousand four (2004), before Notary Luis Roberto Santos, recorded at page 124 of volume 843 of Cabo Rojo, fifth (5th) inscription. ----------

---The foregoing mortgage has been cancelled as to Parcel Four, pursuant to Deed Number Twenty-Two (22), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol Thompson on May ten

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(10), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ----------

----(C) Mortgage to guarantee a promissory note payable to Pemaris González Suárez and Fernando Alberto Diez Antongiorgi, or their order, in the principal sum of One Million Eight Hundred Thousand Dollars ($1,800,000), of which Two Hundred Thousand Dollars ($200,000) are allocated to Parcel Four, with no interest and maturing in five (5) years from the date of issuance thereof, constituted under Deed Number Thirty-Five (35), executed in Mayagüez, Puerto Rico, on August eighteen (18) two thousand nine (2009), before Notary Luis Roberto Santos, filed and pending recordation at the Registry under entry 2022-151623-SG01. ------

---The foregoing mortgage lien has been cancelled as to Parcel Four, pursuant to Deed Number Twenty-One (21), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol-Thompson on April twenty-three (23), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ------

----------**PARCEL FIVE** ----------

---*"RÚSTICA: Parcela número ciento diez (110), radicada en el Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida de cinco cuerdas (5.0000 cdas.) equivalentes a una (1) hectárea, noventa y seis (96) áreas, y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número ciento nueve (109) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela; por el SUR, con la parcela número ciento once (111) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela; por el ESTE, con la sucesión Morales Díaz; y por el OESTE, con la parcela número cuarenta y cinco (45) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela."* ----------

---Parcel Five is recorded at the Registry at page 13 of volume 511 of Cabo Rojo, Property Number 18,844. ----------

---The tax identification number ("*número de catastro*") assigned to Parcel Five by the Municipal Revenues Collection Center ("CRIM") is 402-009-327-87-000. ----------

---Parcel Five was acquired by Seller pursuant to the Deed of Trust. -------

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----------LIENS AND ENCUMBRANCES OF PARCEL FIVE----------

---By its origin, Parcel Five is free of liens and encumbrances. ----------

---By itself, Parcel Five is subject to: ----------

----(A) The Permitted Encumbrance, constituted as stated above, recorded as to Parcel Five, at page 139 of volume 843 of Cabo Rojo, third (3rd) inscription. ----------

----(B) Mortgage to guarantee a promissory note payable to the order of the bearer, in the principal sum of One Million Five Hundred Seventy-One Thousand Four Hundred Twenty-Eight Dollars and fifty-four cents ($1,571,428.54), of which One Hundred Forty-Two Thousand Eight Hundred Fifty-Seven Dollars and fourteen cents ($142,857.14) are allocated to Parcel Five, with no interest, payable on demand, constituted under Deed Number Fifty-Nine (59) executed in Mayagüez, Puerto Rico, on April six (6) two thousand four (2004), before Notary Luis Roberto Santos, recorded at page 139 of volume 843 of Cabo Rojo, fifth (5th) inscription. ----------

---The foregoing mortgage has been cancelled as to Parcel Five, pursuant to Deed Number Twenty-Two (22), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol Thompson on May ten (10), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ----------

----(C) Mortgage to guarantee a promissory note payable to Pemaris González Suárez and Fernando Alberto Diez Antongiorgi, or their order, in the principal sum of One Million Eight Hundred Thousand Dollars ($1,800,000), of which Two Hundred Thousand Dollars ($200,000) are allocated to Parcel Five, with no interest and maturing in five (5) years from the date of issuance thereof, constituted under Deed Number Thirty-Five (35), executed in Mayagüez, Puerto Rico, on August eighteen (18) two thousand nine (2009), before Notary Luis Roberto Santos, filed and pending recordation at the Registry under entry 2022-151623-SG01.------

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---The foregoing mortgage lien has been cancelled as to Parcel Five, pursuant to Deed Number Twenty-One (21), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol-Thompson on April twenty-three (23), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ------

----------**PARCEL SIX** ----------

---*"RÚSTICA: Parcela número ciento once (111), radicada en el Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida de cinco cuerdas (5.0000 cdas.) equivalentes a una (1) hectárea, noventa y seis (96) áreas, y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número ciento diez (110) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela; por el SUR, con la parcela número cincuenta y ocho (58) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela; por el ESTE, con la sucesión Morales Díaz; y por el OESTE, con la parcela número cuarenta y seis (46) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela."* -----

---Parcel Six is recorded at the Registry at page 19 of volume 511 of Cabo Rojo, Property Number 18,845. ----------

---The tax identification number ("*número de catastro*") assigned to Parcel Six by the Municipal Revenues Collection Center ("CRIM") is 402-019-327-88-000.----------

---Parcel Six was acquired by Seller pursuant to the Deed of Trust. --------

----------LIENS AND ENCUMBRANCES OF PARCEL SIX ----------

---By its origin, Parcel Six is free of liens and encumbrances.----------

---By itself, Parcel Six is subject to: ----------

----(A) Mortgage to guarantee a promissory note payable to the order of the bearer, in the principal sum of One Million Five Hundred Seventy-One Thousand Four Hundred Twenty-Eight Dollars and fifty-four cents ($1,571,428.54), of which One Hundred Forty-Two Thousand Eight Hundred Fifty-Seven Dollars and fourteen cents ($142,857.14) are allocated to Parcel Six, with no interest, payable on demand, constituted under Deed Number Fifty-Nine (59) executed in Mayagüez, Puerto Rico, on April six (6) two thousand four (2004), before Notary Luis Roberto Santos, recorded at page 1 of volume 857 of Cabo Rojo, fourth (4th)

inscription. ----------

---The foregoing mortgage has been cancelled as to Parcel Six, pursuant to Deed Number Twenty-Two (22), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol Thompson on May ten (10), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ----------

----(B) Mortgage to guarantee a promissory note payable to Pemaris González Suárez and Fernando Alberto Diez Antongiorgi, or their order, in the principal sum of One Million Eight Hundred Thousand Dollars ($1,800,000), of which Two Hundred Thousand Dollars ($200,000) are allocated to Parcel Six, with no interest and maturing in five (5) years from the date of issuance thereof, constituted under Deed Number Thirty-Five (35), executed in Mayagüez, Puerto Rico, on August eighteen (18) two thousand nine (2009), before Notary Luis Roberto Santos, filed and pending recordation at the Registry under entry 2022-151623-SG01. ------

---The foregoing mortgage lien has been cancelled as to Parcel Six, pursuant to Deed Number Twenty-One (21), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol-Thompson on April twenty-three (23), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ------

---**SECOND:** Pursuant to an instrument titled *Contrato de Promesa Recíproca de Compraventa* executed in San Juan, Puerto Rico (the "Purchase Agreement") on October two (2), two thousand twenty-three (2023), Seller granted to Buyer an option to purchase the Property. -------

----------**PURCHASE AND SALE**----------

---**THIRD:** As contemplated in the Purchase Agreement, Seller hereby sells, conveys and transfers fee simple title ("*pleno dominio*") to the Property and the possession thereof to Buyer, and Buyer hereby purchases from Seller fee simple title to the Property and the possession thereof, in accordance with the following ----------

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----------**TERMS AND CONDITIONS** ----------

-----One: The aggregate purchase price of the Property is the lump sum of FOUR MILLION EIGHT HUNDRED THOUSAND DOLLARS ($4,800,000) (hereinafter, the "Purchase Price"), of which (i) EIGHT HUNDRED THOUSAND DOLLARS ($800,000) is allocated to Parcel One; (ii) EIGHT HUNDRED THOUSAND DOLLARS ($800,000) is allocated to Parcel Two; (iii) EIGHT HUNDRED THOUSAND DOLLARS ($800,000) is allocated to Parcel Three; (iv) EIGHT HUNDRED THOUSAND DOLLARS ($800,000) is allocated to Parcel Four; (v) EIGHT HUNDRED THOUSAND DOLLARS ($800,000) is allocated to Parcel Five; and (vi) EIGHT HUNDRED THOUSAND DOLLARS ($800,000) is allocated to Parcel Six. ----------

-----Two: The Purchase Price is payable as follows:----------

------(A) The sum of TWO HUNDRED FORTY THOUSAND DOLLARS ($240,000) was paid by Buyer to Seller concurrently with the execution of the Purchase Agreement, which amount has been credited in its entirety to the Purchase Price on this date. ----------

------(B) Concurrently with the execution of this Deed, Buyer has delivered to Seller the sum of TWO MILLION ONE HUNDRED NINETY THOUSAND DOLLARS ($2,190,000), which is being credited in its entirety to the Purchase Price on this date. Said sum has been paid by Buyer to Seller by wire transfer or manager's check to the order of Seller and Seller hereby acknowledges receipt thereof in form and substance acceptable to Buyer. ----------

---After crediting the aforementioned sum to the Purchase Price, the balance of the Purchase Price is reduced to the sum of TWO MILLION THREE HUNDRED SEVENTY THOUSAND DOLLARS ($2,370,000) (hereinafter, the "Deferred Purchase Price"). ----------

------(C) The Deferred Purchase Price shall be evidenced by a mortgage note (hereinafter the "Mortgage Note") issued on this same date by Buyer

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in the principal sum of TWO MILLION THREE HUNDRED SEVENTY THOUSAND DOLLARS ($2,370,000), with interest per annum at the rate of five percent (5%), to be paid on a semi-annual basis, payable in two (2) installments of ONE MILLION ONE HUNDRED EIGHTY-FIVE THOUSAND DOLLARS ($1,185,000) each, the first maturing six (6) months after the execution of this Deed, and the second maturing one (1) year after the execution hereof. Said installments may be partially or totally paid in advance, at any time, without penalty, provided all partial payments in advance are applied first, to the interest then owed up to the date of the advanced payment, and the balance of the advanced payment after said interest, will be applied to the principal installment(s), in order of maturity.----------

---The Mortgage Note will be guaranteed by a first mortgage over the Property, in the principal sum of TWO MILLION THREE HUNDRED SEVENTY THOUSAND DOLLARS ($2,370,000), which will be constituted concurrently with the execution hereof. ----------

-----Three: This Deed entitles Buyer to the immediate possession of the Property, without any additional formality, document or request.----------

-----Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of Seller and, thereafter, for the account of Buyer. ----------

-----Five: Seller hereby delivers to Buyer fee simple title ("*pleno dominio*") to the Property, vacant and free and clear of liens, encumbrances or defects, subject only to the Permitted Encumbrance. ----

-----Six: Buyer specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) Seller hereby sells and Buyer hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, vacant and free of liens and encumbrances, excepting the Permitted Encumbrance, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or

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written, expressed or implied, statutory of otherwise, from Seller, the Trustee, or any of Seller's agents, employees, representatives, attorneys or brokers as to any matter concerning the physical condition of the Property, its adequacy for development or for any other particular purpose, and the prospect of obtaining construction, use or any other permits, approvals or endorsements. This Section shall survive the execution of this Deed.----------

-----Seven: Seller represents and warrants to Buyer that, to the best of Seller's knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances. ----------

-----Eight: The notarial fees, stamps on the original, stamps on the first certified copy and recording rights of this Deed in the Registry will be paid by Buyer. ----------

---**FOURTH**: This Deed will be interpreted in accordance with the laws of Puerto Rico and governed by them. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of the Commonwealth of Puerto Rico in the event of any litigation pursuant to this Deed. ----------

---**FIFTH**: All notices to the parties pursuant to this Deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following addresses: ----------

----TO SELLER: ----------

------Fideicomiso I.V.G. LLC ----------
------1 Calle Guajanas ----------
------Urbanización Villa Georgetti ----------
------Barceloneta, PR 00617 ----------
------Attention: Pemaris González-Suárez; Illianedmarís Vega----------
------Electronic Mail: pgonzalez57@hotmail.com; ----------
------illianedmaris.vega@upr.edu ----------

----TO THE BENEFICIARY: ----------

------Illianedmarís Vega-González
------1 Calle Guajanas ----------

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------Urbanización Villa Georgetti ----------
------Barceloneta, PR 00617 ----------
------Electronic Mail: illianedmaris.vega@upr.edu ----------

----TO BUYER:

------Cabo Rojo Land Acquisition LLC ----------
------Edificio Ochoa ----------
------500 Calle de la Tanca, Suite 514 ----------
------San Juan, PR 00901----------
------Attention: Eileen Sawyer ----------

----With a copy to: ----------

------250 Avenida Muñoz Rivera, Suite 440 ----------
------San Juan, PR 00918----------
------Attention: Roberto Ruiz ----------
------Electronic Mail: roberto.ruiz@ccgc.com.do ----------

---**SIXTH**: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

---**SEVENTH**: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the rest of this Deed will continue in full force and effect. -

---**EIGHTH**: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver whichever documents or instruments, public or private, necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any rectification deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of Buyer, except that each party shall bear the fees of their respective counsel. ------

---**NINTH**: The Notary advises Buyer as to the importance of filing the corresponding Change of Ownership Application at the CRIM, and to obtain before the execution of this Deed, a certification indicating whether the Property owes any sums related to property taxes. Under applicable law, Buyer is responsible for filing at the CRIM the corresponding application for Change of Ownership within thirty (30) days from the

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execution hereof. Buyer hereby declares that it is fully aware of the above-mentioned obligations and releases the authorizing Notary from this responsibility.----------

----------**RATIFICATION AND WARNINGS**----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ---------

-----(A) the meaning and legal effects of the execution of this Deed;-------

-----(B) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstract was prepared by Capital Title Services Inc. and is dated April seventeen (17), two thousand twenty-four (2024);----------

-----(C) that after the date of such title abstract and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry as of the date of the title abstract; ----------

-----(D) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification;----------

-----(E) of the right of the Buyer to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights; ----------

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-----(F) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.; ----------

-----(G) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property;----------

-----(H) of the importance of recording a copy of this deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this deed is not recorded at the Registry; ----------

-----(I) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property; ----------

-----(J) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations; ----------

-----(K) that the undersigned Notary has the obligation to file an Informative Return before the Puerto Rico Treasury Department ("Planilla Informativa Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles") and the consequences to the Seller of such filing;-----

-----(L) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 et seq., is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Sellers, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead

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paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by Seller and his agent, if any, for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed; and----------

-----(M) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by affixing their initials on each page they attest as to their reading, understanding and acceptance of its contents. ----------

----------**READING, ACCEPTANCE AND EXECUTION** ---------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their initials on each page thereof. ----------

---As to everything stated or contained in this instrument, I the Notary, hereby **ATTEST**. ----------

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---Signed, sealed, marked and flourished by the authorizing Notary, Jorge Antonio Morales Cordero.----------

---Therein also appear the signature of the appearing parties and their initials on the margin of each page. The corresponding internal revenue stamps, legal assistant stamps and the notarial tax stamp are adhered thereon. ----------

---I, the Notary, CERTIFY that the foregoing is a true and exact copy of Deed Number Eighteen (18), which contains nineteen (19) pages (*folios*), the original of which forms part of my protocol of public instruments for the year two thousand twenty-four (2024).----------

---IN WITNESS WHEREOF, and to deliver to Cabo Rojo Land Acquisition LLC, I issue the first certified copy, which I sign, seal, mark and flourish in San Juan, Puerto Rico, on May ten (10), two thousand twenty-four (2024). ----------

NOTARY

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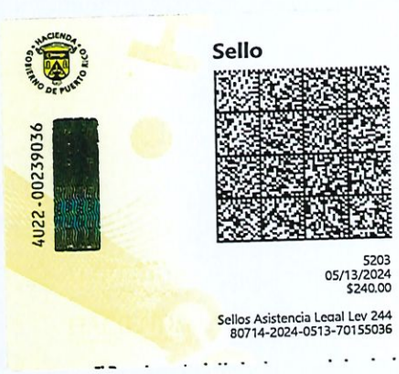

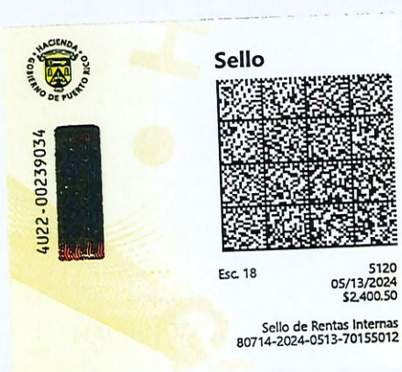



---**I HEREBY CERTIFY** that the first certified copy of this Deed has been issued in favor of Buyer on the same date and place of the execution hereof. **I ATTEST.** ----------

NOTARY

----------**DEED NUMBER NINE (9)**----------

----------**PURCHASE AND SALE AND MORTGAGE**----------
----------**TO SECURE PROMISSORY NOTES**----------

---In San Juan, Puerto Rico, on this thirteenth (13th) day of July, two thousand twenty-three (2023) ----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with offices and residence in San Juan, Puerto Rico,----------

----------**APPEAR**----------

---AS THE PARTY OF THE FIRST PART: **FRANK LOZADA CONTRERAS** and **DAMARIS YEPES RUIZ,** both of legal age, married to each other, professor and business executive, respectively, and residents of Rincón, Puerto Rico, who appear herein in their respective personal capacities and as members of the conjugal partnership constituted by and between them (hereinafter, "LOZADA-YEPES") ----------

---AS THE PARTY OF THE SECOND PART: **ANTONIO LOZADA CONTRERAS,** of legal age, single, physician and resident of Guayama, Puerto Rico (hereinafter, "ANTONIO").----------

---LOZADA-YEPES and ANTONIO will be sometimes referred jointly as "SELLERS" or "Mortgagees", as the context indicates. ----------

---AS THE PARTY OF THE THIRD PART: **CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "BUYER"), a limited liability company organized, existing and in good standing in accordance with the laws of Puerto Rico, represented herein by its Authorized Representative, Gladys Omayra Fontánez Reyes, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, and whose authority to represent BUYER in this public deed arises from the Certificate of Resolution of BUYER, signed by Eileen Sawyer, as Manager of BUYER, on July six (6), two thousand twenty-three (2023),

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in New York, New York, before Notary Public Kelly Marie Mueller. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of Notary Public Kelly Marie Mueller through the search engine of the Department of State of the State of New York. I further certify that I have examined the original of the aforesaid Certificate of Resolution of Cabo Rojo Land Acquisition LLC, and that, in my opinion, it is adequate and sufficient, and complies with all legal requirements needed to authorize Ms. Fontánez Reyes to appear herein on behalf of BUYER. ----------

---AS THE PARTY OF THE FOURTH PART: **JOSÉ ENRIQUE PÉREZ CRUZ**, also known as José E. Pérez (hereinafter, the "BROKER"), who is of legal age, married, real estate broker and resident of Bayamón, Puerto Rico. ----------

---I, the Notary, do hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily ----------

----------**STATE AND AGREE**----------

---**FIRST:** LOZADA-YEPES AND ANTONIO are the owners of the Property in fee simple title ("*pleno dominio*"), and have the possession of the parcel of land described in the Spanish language as follows (hereinafter the "Property"): ----------

---"***RUSTICA:*** *Parcela marcada con el número ciento siete (107) de la Bahía Bonita, radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida de diecinueve mil seiscientos cincuenta y seis metros, veinticinco decímetros cuadrados (19,656.25 m.c.). En linderos, por el NORTE, con la Bahía de Boquerón; SUR, con las parcelas sesenta y dos (62) y ciento trece (113), de las cuales ambas contienen parte de las servidumbres de paso para su acceso de quince (15) metros de ancho de los que siete punto cincuenta (7.50) metros pertenecen a esta parcela; ESTE, con la parcela ciento seis (106), la cual contiene parte de la servidumbre de paso para su acceso de quince (15) metros de ancho; OESTE, con la parcela número ciento ocho (108), la cual contiene parte de la servidumbre de paso para su acceso de quince (15) metros de ancho. La colindancia Sur de la finca se halla afecta a una servidumbre de paso para Uso Vehicular y Peatonal de siete punto*

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cincuenta (7.50) metros de ancho por sesenta y cuatro punto veinte (64.20) metros de largo, afectando esta servidumbre todo lo largo de la colindancia Sur y resultando en un área afectada por dicha servidumbre de cuatrocientos ochenta y uno punto cuarenta y siete (481.47) metros cuadrados, los cuales forman parte del área total de la finca según ha sido descrita."----------

---The Property is recorded at page 295 of volume 510 of Cabo Rojo, property number 18,841, Section of San Germán of the Registry of Property of Puerto Rico (the "Registry"). ----------

---The Property was acquired by LOZADA-YEPES and ANTONIO, with respective participations of fifty percent (50%) each, pursuant to Deed Number One Hundred Thirteen (113), executed in Mayagüez, Puerto Rico, on October sixteen (16), two thousand three (2003), before Notary Luis Roberto Santos, recorded at page 175 of volume 843 of Cabo Rojo, sixth (6th) inscription. ----------

---The tax identification number ("*número de catastro*") assigned by the Municipal Revenue Collection Center ("CRIM") to the Property is 379-089-327-77-000. ----------

---The Property is subject to the following liens and/or encumbrances:---

---By its origin, the Property is free and clear of liens and encumbrances.

---By itself, the Property is subject to the following liens and/or encumbrances: ----------

-----A) Restrictive conditions of equity easements ("*servidumbres en equidad*") constituted by deed number one hundred thirty-three (133), executed in Mayagüez, Puerto Rico, on November twenty (20), two thousand three (2003), before Notary Luis Roberto Santos, recorded at page 175 of volume 843 of Cabo Rojo, Section of San Germán of the Registry, third (3rd) inscription (the "Permitted Encumbrance").----------

-----B) Mortgage guaranteeing a mortgage note to the order of its bearer in the principal sum of One Hundred Ninety Four Thousand Dollars ($194,000), with no interest rate, due on the first anniversary of its constitution, constituted pursuant to Deed Number One Hundred Fourteen (114), executed in Mayagüez, Puerto Rico, on October sixteen

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(16), two thousand three (2003), before Notary Luis Roberto Santos, recorded at the overleaf of page 175 of volume 843 of Cabo Rojo, Section of San German of the Registry, seventh (7th) and last inscription. ---------

---This mortgage has been cancelled or will be cancelled simultaneously with the execution of the present Deed. ----------

-----C) Embargo in favor of the Commonwealth of Puerto Rico, against Frank Lozada Contreras/Damaris Yepes Ruiz, in the amount of forty four thousand two hundred fifty dollars with twenty cents ($44,250.20), related to income taxes, as per Certification dated September twenty eight (28), two thousand twenty one (2021), Embargo Number MAY-21-089, recorded on October twelve (12), two thousand twenty one (2021) at entry two thousand twenty one dash zero zero seven zero two five dash E S T (2021-007025-EST) of the Karibe System. ----------

---This embargo has been cancelled or will be cancelled simultaneously with the execution of the present Deed. ----------

---**SECOND:** On January eleven (11), two thousand twenty-two (2022), SELLERS granted to BUYER's affiliate, PR INVESTCO LLC ("PR Investco"), an option to purchase the Property, pursuant to Deed Number One (1) of Option to Purchase Real Estate, executed in San Juan, Puerto Rico, before Notary María del Rosario Pujol Thompson (hereinafter, the "Deed of Option"). The parties hereto acknowledge and agree that PR Investco has assigned to BUYER all of its rights and obligations under the Deed of Option, and that BUYER is the permitted assignee and successor of PR Investco thereunder. ----------

----------**PURCHASE AND SALE**----------

---**THIRD:** Pursuant to the Deed of Option, SELLERS hereby sell, convey and transfer fee simple title ("*pleno dominio*") to the Property and the possession thereof to BUYER, and BUYER hereby purchases from SELLERS fee simple title to the Property and the possession thereof, in accordance with the following----------

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----------**TERMS AND CONDITIONS**----------

-----One: The purchase price is the lump sum of ONE MILLION THREE HUNDRED FIFTY THOUSAND DOLLARS ($1,350,000) (hereinafter, the "Purchase Price"). ----------

-----Two: The Purchase Price is payable as follows: ----------

------(A) The sum of SIXTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($67,500) was paid by BUYER to SELLERS simultaneously with the execution of the Deed of Option. Of said sum, (a) THIRTY-THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($33,750) were paid to LOZADA-YEPES, and (b) THIRTY-THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($33,750) were paid to ANTONIO. ----------

-------(B) Simultaneously with the execution of this Deed, BUYER has delivered to SELLERS the sum of SIX HUNDRED SEVEN THOUSAND FIVE HUNDRED DOLLARS ($607,500), which is credited to the Purchase Price. Said sum has been paid by BUYER to SELLERS by certified or manager's check to the order of SELLERS, and SELLERS hereby acknowledge receipt thereof in form and substance acceptable to BUYER. Of said sum, THREE HUNDRED THREE THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS ($303,750) has been paid to LOZADA-YEPES, and THREE HUNDRED THREE THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS ($303,750) has been paid to ANTONIO. ----------

---After crediting the aforementioned sum to the Purchase Price, the balance of the Purchase Price is reduced to the sum of SIX HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($675,000) (hereinafter, the "Deferred Purchase Price"). ----------

-----(C) The Deferred Purchase Price shall be evidenced by two (2) mortgage notes (hereinafter the "Mortgage Notes") issued on this same date by BUYER, one to the order of LOZADA-YEPES, in the principal

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sum of THREE HUNDRED THIRTY SEVEN THOUSAND FIVE HUNDRED DOLLARS ($337,500), and the other to the order of ANTONIO, in the principal sum of THREE HUNDRED THIRTY SEVEN THOUSAND FIVE HUNDRED DOLLARS ($337,500), with no interest, and payable in full on the second anniversary of the execution hereof. The Mortgage Notes will be guaranteed by a first mortgage over the Property in the principal sum of SIX HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($675,000), which is being constituted by this Deed. ----------

-----Three: This Deed entitles BUYER to the immediate possession of the Property, without any additional formality, document or request. -----

-----Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of SELLERS and, thereafter, for the account of BUYER. ----

-----Five: SELLERS hereby deliver to BUYER fee simple title ("*pleno dominio*") to the Property, vacant and free and clear of liens, encumbrances or defects, "as is, where is", subject only to the Permitted Encumbrance. ----------

-----Six: BUYER specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) SELLERS hereby sell and BUYER hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, vacant and free of liens and encumbrances, excepting the Permitted Encumbrance, (ii) BUYER is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from SELLERS or any of SELLERS' agents employees, members, representatives, attorneys or brokers (each such party a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by SELLERS to BUYER. BUYER expressly

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acknowledges and agrees that BUYER is not relying on any representation or warranty of SELLERS or any Seller Affiliate, whether implied, presumed or expressly provided at law or otherwise, arising by virtue of any statute, common law, or other legally binding right or remedy in favor of BUYER. BUYER further acknowledges and agrees that SELLERS are under no duty to make any inquiry regarding any matter that may or may not be known to SELLERS or any Seller Affiliate. Upon execution of this public deed, BUYER shall assume the risk of adverse matters relating to adverse investigations, and BUYER, upon execution of this public deed, shall be deemed to have waived, relinquished and released SELLERS and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which BUYER might have asserted or alleged or may assert or allege in the future against SELLERS or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution of this Deed. ----------

-----Seven: The notarial fees, stamps on the original, stamps on the first certified copy and recording rights of this public deed in the Registry will be paid by BUYER. ----------

---The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of any deed or document to cancel the liens and encumbrances mentioned in paragraph FIRST of this public deed (except the Permitted Encumbrance), will be paid by SELLERS. ----------

-----Eight: This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice

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of the Commonwealth of Puerto Rico in the event of any litigation pursuant to this public deed. ----------

-----Nine: All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties: ----------

----TO SELLERS: ----------

------Frank Lozada Contreras ----------
------Damaris Yepes Ruiz----------
------Calle Comercio Número 22 ----------
------Rincón, PR 00677----------
------Electronic Mail: frank_lozada@pucpr.edu ----------

------Antonio Lozada Contreras ----------
------Urb. El Legado Golf Resort, Apt. 1614 ----------
------Guayama, PR 00784----------
------Electronic Mail: tonylozada@hotmail.com ----------

------TO BUYER:----------

------CABO ROJO LAND ACQUISITION LLC----------
------733 Third Avenue ----------
------New York, NY 10017----------
------Attention: Eileen Sawyer----------
------Electronic Mail: roberto.ruiz@ccgc.com.do----------

------TO THE BROKER: ----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920 ----------
------Attention: José Enrique Pérez Cruz----------
------Electronic Mail: passportre@gmail.com ----------

-----Ten: The appearing parties acknowledge that the BROKER, José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy-eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the subject of this Deed. The fees to the BROKER and his associates, if any, for said service will be the responsibility of BUYER and will be paid simultaneously with the execution of this Deed. Said fees will amount to SIXTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($67,500), equivalent to five percent (5%) of the Purchase Price. ---------

-----Eleven: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

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-----Twelve: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the rest of this public deed will continue in full force and effect. ----------

-----Thirteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver whichever documents or instruments, public or private, necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any Rectification Deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of BUYER, except that each party shall bear the fees of their respective counsel.----------

---**THIRD:** The Notary advises BUYER as to the importance of filing the corresponding Change of Ownership Application at the CRIM, and to obtain before the execution of this public deed, a certification indicating whether the Property owes any sums related to property taxes. Under applicable law, BUYER is responsible for filing at the CRIM within the next thirty (30) days the corresponding application for Change of Ownership. BUYER hereby declares that it is fully aware of the above-mentioned obligations and releases the subscribing Notary from this responsibility. ----------

----------CONSTITUTION OF MORTGAGE----------

---**FOURTH**: The Mortgaged Property. Pursuant to this Deed, Mortgagor has become the owner, with valid, good and marketable fee simple title ("*pleno dominio*") of the Property.----------

---**FIFTH:** Simultaneously herewith, Mortgagor has subscribed before me the Mortgage Notes, which have been delivered by Mortgagor to

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Mortgagees simultaneously with the execution of this Deed. Mortgagees hereby acknowledge receipt of the originals of the Mortgage Notes. The text of the Mortgage Notes is copied literally in paragraph EIGTEENTH hereof. ----------

---**SIXTH:** Creation of Mortgage. In order to guarantee and secure: ------

-----(i) the full and complete payment of the principal and interest on the Mortgage Notes; ----------

-----(ii) the performance and observance of the terms therein and herein contained; ----------

-----(iii) additional credits in the amounts set forth in paragraph NINETEENTH hereof to cover interest in addition to that secured by law (hereinafter called the "Interest Credit");----------

-----(iv) additional credits in the amounts set forth in paragraph NINETEENTH hereof to cover any amounts that may be paid by or advanced by the holder(s) of the Mortgage Notes hereunder, together with interest thereon (hereinafter called the "credit for additional advances"); ----------

-----(v) additional credits (hereinafter called the "credit for liquidated damages") in the amounts set forth in paragraph NINETEENTH hereof as a liquidated and agreed amount payable without the need of further liquidation or approval by any court, to cover the costs and expenses (including attorneys' fees) of the holder(s) of the Mortgage Notes, in the event that such holder resorts to the courts or to any other governmental agency in order to collect all or any part of the principal thereof or any interest thereon (by foreclosure or other proceedings or action);----------

----Mortgagor hereby constitutes and creates a voluntary mortgage (the "Mortgage") in favor of Mortgagees, including the present holder(s) or any future holder(s) thereof (references herein to the "Mortgagees" shall refer to the present holder(s) of the Mortgage Notes, and to any future holder(s) thereof, and in the event the Mortgage Notes are pledged or

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assigned as collateral security for the payment and performance of the obligations of the Mortgagor and/or any other person, then the term "Mortgagees" shall also refer to the pledgee[s] or assignee[s] of the Mortgage Notes, including the present holder(s) or any future holder(s) thereof), on the Property described in Paragraph FIRST and covering the following elements (hereinafter collectively referred to as the "Mortgaged Property"):----------

------(a) all the buildings, structures, improvements and facilities now or hereafter located thereon;----------

------(b) all of the rights of way or use, easements, servitudes, licenses, tenements, hereditaments and other appurtenances now or hereafter belonging or appertaining to the Mortgaged Property;----------

------(c) all renewals and replacements of, substitutions for and additions to the property described in subparagraphs (a) and (b) above, and all other property, real, personal or mixed now owned or hereafter acquired by Mortgagor and enjoyed in common with or in any way appertaining to such property as well as all real properties which may be consolidated or grouped with the Mortgaged Property, but excluding, however, any personal property which is not susceptible in any event of being mortgaged by a real property mortgage pursuant to applicable law;-------

------(d) all awards, compensations and payments in respect of any taking by condemnation or eminent domain of any of the foregoing; ----------

------(e) all rents, earnings, revenues, issues and profits of all of the foregoing; and----------

------(f) all chattels which may be removed without breaking the material or deteriorating the object and that are presently or hereafter permanently placed on the Mortgaged Property, either for its decoration, comfort or development, or for industrial use or otherwise. ----------

---**SEVENTH**: Condemnation. In the event of a taking of all or any part of the Mortgaged Property as a result of or in lieu or in anticipation of

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the exercise of the right of condemnation or eminent domain, or a change of grade adversely affecting the Mortgaged Property, Mortgagees shall be entitled to receive all awards and payments on account of such taking up to the amount secured hereby or by the pledge or assignment of the Mortgage Notes. Mortgagor will pay all reasonable costs and expenses (including, without limitation, reasonable attorneys' fees) of Mortgagees in connection with any such taking and seeking and obtaining any award or payment in respect thereof. All awards and payments collected by Mortgagees, after the payment of costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred in the seeking and obtaining thereof, shall be applied by Mortgagees to the payment of any notes or obligations of Mortgagor for which the Mortgage Notes are assigned or pledged as security or in such other manner as may be provided in the pledge agreement(s) or other instrument(s) under which the Mortgage Notes are assigned and/or pledged, or as otherwise agreed by Mortgagor and Mortgagees, and any surplus or remaining balance after such application shall be promptly paid over by Mortgagees to Mortgagor. ----------

---**EIGHTH:** Insurance. As provided in Article Sixty One (61) of the Registry of the Property Act of Puerto Rico, Act Number Two Hundred Ten (210) of December eight (8), two thousand fifteen (2015), 30 L.P.R.A. §6088) (hereinafter, the "Registry Act"), this Mortgage shall be extensive to, and shall cover, all indemnities to which the Mortgagor may be entitled under any policy of insurance covering the Mortgaged Property or any part thereof, and Mortgagees shall be entitled to receive directly from the underwriter(s) or insurer(s) all payments which become due under any such policy(ies) of insurance. Such payments, after deducting therefrom all costs and expenses (including, but without limitation, reasonable attorneys' fees and expenses) incurred in the collection thereof, shall at the option of the Mortgagees be applied on

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account of the payment of the Mortgage Notes and/or of any note(s) or obligation(s) of the Mortgagor for which the Mortgage Notes may be assigned and/or pledged as security, or as otherwise agreed by Mortgagor and Mortgagees. Such proceeds of insurance may, at the option of the Mortgagees and without waiver of Mortgagees' right to any future proceeds of like nature, be paid over to Mortgagor in partial or total reimbursement of Mortgagor's expenses in repairing or replacing such portion(s) of the Mortgaged Property as may have been so damaged.----------**NINTH:** Additional Advances. If Mortgagor shall fail to make punctual payment of all Impositions (as defined in paragraph FIFTEENTH hereof), or should fail to maintain insurance coverage on the Mortgaged Property as required from time to time by the Mortgagees, or should fail to discharge any mortgage, lien, encumbrance or charge upon the Mortgaged Property, or any part thereof, which is prohibited by the terms hereof or of the pledge agreement or other instrument under which the Mortgage Notes are assigned or pledged, or should fail to maintain the Mortgaged Property in good condition, or should fail to perform any other term or covenant hereof or of such pledge agreement or other instrument, then Mortgagees, without consent of or demand upon Mortgagor and without waiving or releasing any obligation or default, may (but shall be under no obligation to) at any time thereafter advance such funds as may in Mortgagees' judgment be needed for the purpose of performing such terms or covenants, and Mortgagees may, in such event, take such other and further action in the premises as they may consider necessary or appropriate for such purposes. All sums so advanced or paid by Mortgagees and all costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) so incurred, together with interest thereon at the rate set forth in the Mortgage Notes from the date of payment or incurring, shall constitute additional indebtedness secured by this Mortgage and shall be paid by Mortgagor

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to Mortgagees on demand.

---**TENTH:** Further Assurances: Additional Security. Mortgagor, at its expense, will execute, acknowledge, deliver and record all such instruments and take all such action as Mortgagees from time to time may reasonably request for better assuring to Mortgagees the properties and rights hereby mortgaged and assigned or intended so to be. Without notice to or consent of Mortgagor, and without impairment of the lien of and rights under this Mortgage, Mortgagees may take (but Mortgagor shall not be obligated to furnish) from Mortgagor or from any other person or persons additional security for the Mortgage Note and/or for the obligations of the Mortgagor secured by the assignment and/or pledge of the Mortgage Note; and neither the giving of this Mortgage nor the acceptance of any such additional security shall prevent Mortgagees from resorting first to such additional security, or to the security created by this Mortgage, in either case without affecting Mortgagees' lien and rights under this Mortgage.----------

---**ELEVENTH:** Default. At such time as there shall exist an event of default under any agreement pursuant to which the Mortgage Notes shall have been assigned or pledged, or there shall exist any failure to pay when due any amount(s) under the Mortgage Notes, and/or there shall be any breach of any other condition or covenant set forth in this Mortgage, and/or any material representation or warranty of the Mortgagor hereunder shall prove to have been false in any material respect on the date when made, then at any time thereafter Mortgagees may, at their election, proceed to enforce the payment in full of the Mortgage Notes and/or to foreclose the lien of this Mortgage as against all or any part of the Mortgaged Property (by summary proceedings or otherwise) and to have the same sold under the judgment or decree of a court of competent jurisdiction; take possession of the Mortgaged Property or any part thereof, by summary proceedings, ejectment or otherwise, remove

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Mortgagor and all other persons and any and all properties therefrom; hold, operate and manage the same and receive all earnings, income, rents, issue and proceeds accruing with respect thereto or any part thereof. In connection with any of the foregoing, Mortgagees shall as a matter of right and without regard to the solvency of the Mortgagor or the adequacy of the security for the indebtedness from Mortgagor to Mortgagees, be entitled to the appointment of a receiver upon notice to the Mortgagor for all or any part of the Mortgaged Property, whether such receivership be incidental to a proposed sale of the Mortgaged Property or otherwise.----------

---**TWELFTH:** Foreclosure Valuation. As required by Article 80 of the Registry Act, 30 L.P.R.A. §6107, Mortgagor hereby declares and agrees that the value of the Mortgaged Property is as set forth in paragraph NINETEENTH hereof under the title "Foreclosure Valuation". ----------

---**THIRTEENTH**: Foreclosure. In the event that the Mortgage Notes are assigned or pledged or otherwise encumbered as collateral security for the payment of any other note(s) and/or debt(s) of the Mortgagor and/or of any other person, the Mortgagor agrees: ----------

-----(a) That Mortgagees may foreclose this Mortgage and may exercise all other rights, remedies, powers and privileges provided herein or now or hereafter existing at law, in equity, by statute, or otherwise, without first foreclosing the pledge or other lien so constituted upon the Mortgage Notes, to the same extent and with the same force and effect as if the Mortgage Notes had been assigned or transferred directly to Mortgagees rather than assigned or pledged as collateral security, provided that nothing contained in this paragraph THIRTEENTH shall relieve Mortgagees from the obligation to comply with the terms of the pledge agreement(s) and/or other instrument(s) under which the Mortgage Notes are assigned and/or pledged. ----------

-----(b) That Mortgagor will not exercise any right which it might have

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to cancel the record of the Mortgage by reason of lapse of time counted from the date of the constitution of the Mortgage under the provisions of Article One Hundred Twenty (120) of the Registry Act, 30 L.P.R.A. §6163) or otherwise, and further agrees, whenever requested by the Mortgagees, to execute and file in the appropriate section of the Registry, at Mortgagor's cost and expense, any and all supplemental instruments which may be necessary or convenient for the preservation of the lien of the Mortgage until full payment of the Mortgage Notes and any other note(s) and of any debt(s) so secured by lien(s) upon the Mortgage Notes.

---**FOURTEENTH:** Expenses. All costs and expenses of this public deed, of a certified copy or copies thereof, and of the registration of this instrument in the proper public registry; all expenses of such additional documentation as may hereafter be required, including the registration thereof in a proper public registry, if such be required; and all expenses of all documents of cancellation, including the cost of registration thereof, shall be for the account of Mortgagor. ----------

---**FIFTEENTH:** Definitions. As used in this Mortgage, the term "Impositions" shall mean all real estate and other taxes, all assessments (including, without limitation, all assessments for public improvements or benefits, whether or not commenced or completed prior to the date hereof or while this Mortgage is in force), water, sewer, electricity, utility and other rents, rates and charges, excises, levies, license fees, permit fees, inspection fees and other authorization fees and other charges, in each case whether general or special, ordinary or extraordinary, or foreseen or unforeseen, of every character (including all penalties or interest thereon), which at any time may be assessed, levied, confirmed or imposed on or in respect of or be a lien upon (a) the Mortgaged Property or any part thereof or any rents, issues, income, profits or earnings therefrom or any estate, right or interest therein, or (b) any occupancy, use or possession of or sales from the Mortgaged Property or

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any part thereof, or (c) this Mortgage, any interest hereon or any other payments due from the Mortgagor under the terms of this Mortgage; excepting, however, the income taxes now or hereafter imposed by the United States and by the Commonwealth of Puerto Rico under applicable law.----------

---**SIXTEENTH**: Miscellaneous. All of the terms of this Mortgage shall apply to and be binding upon the successors and assigns of Mortgagor and all persons claiming under or through Mortgagor or any such successor or assign, and shall inure to the benefit of Mortgagees. Neither this Mortgage nor any term hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by Mortgagees, notice of which is endorsed on the Mortgage Note. ----------

---**SEVENTEENTH:** Other Terms and Conditions. The following terms and conditions are made a part of this Mortgage and shall apply to and be binding upon the successors and assigns of Mortgagor and all persons claiming under or through Mortgagor or any such successors or assigns, and shall inure to the benefit of Mortgagees. Additionally, if any of the terms and conditions contained in this paragraph shall be inconsistent or contrary to any other terms and conditions contained in this public deed, the terms and conditions of this paragraph shall prevail. ----------

-----(a) Representations and Warranties. The Mortgagor hereby represents and warrants to the Mortgagees as follows:----------

-----(i) No Hazardous Waste. To Mortgagor's knowledge, there has been no release of any oil, hazardous materials, hazardous wastes, hazardous substances or toxic substances, as defined in forty-two (42) United States Code ("USC") Sections nine six zero one (9601) *et sequentia,* forty-two (42) USC Sections six nine zero one (6901) *et sequentia,* fifteen (15) U.S.C. Sections two six zero one (2601) *et sequentia* and the regulations promulgated thereunder, and all applicable federal, state and local laws, rules and regulations ("Hazardous Waste") on, upon or into the Mortgaged

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Property, that would have a material adverse effect on the Mortgaged Property or Mortgage as a whole, nor has there been, to the best of the Mortgagor's knowledge, any such release on, upon or into any real property in the vicinity of the Mortgaged Property that, through solid or groundwater migration, has come to be located on the Mortgaged Property or could reasonably be expected to come to be located on the Mortgaged Property. There is no Hazardous Waste presently stored or located on, in or about any portion of the Mortgaged Property, and Mortgagor covenants and agrees that it will indemnify and hold the Mortgagees harmless from and against any and all expense, damage, loss or liability incurred by the Mortgagees arising from the application of any law, including any so-called "Super Fund" or "Super Lien" legislation, relating to the presence of oil or Hazardous Waste on the Mortgaged Property, whether such legislation is federal, state or local in nature. It is expressly acknowledged by Mortgagor that this covenant of indemnification shall survive any foreclosure of the lien and security interest of this Mortgage and shall inure to the benefit of the Mortgagees, their successors and assigns, in the event Mortgagees becomes the owner of the Mortgaged Property.----------

-------(ii) Absence of Litigation. Except as otherwise disclosed by Mortgagor, there are no actions, suits, or investigations, including, without limitation, condemnation and eminent domain proceedings, pending or, to the best of Mortgagor's knowledge, threatened, against or affecting the Mortgaged Property, or which may involve or affect the validity of this Mortgage, and Mortgagor are not in default with respect to any order, writ, injunction, decree or demand of any court or any administrative agency or governmental authority affecting the Mortgaged Property or the use thereof.----------

------(iii) Compliance with Law. The Mortgaged Property is in compliance with all applicable laws and governmental regulations, including but not

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limited to those governing zoning, land use, subdivision control, health, safety, fire protection and protection of the environment, except such laws and governmental regulations the noncompliance with which would not have a material adverse effect on the Mortgaged Property or the Mortgage as a whole. ----------

-------(iv) Mortgage Interest Not Usurious. The interest payable under this Mortgage and the Mortgage Notes is not usurious under applicable laws and regulations.----------

-----(b) Certain Covenants and Conditions. Mortgagor covenants and agrees as follows: ----------

-------(i) Provision for Payment of Governmental Charges and other Obligations. To assure the payment of all Impositions, taxes, charges, sewer use fees, water rates, ground rents and assessments of every name and nature, or any other obligations which may have or acquire priority over this Mortgage, and which are assessed or payable with reference to the Mortgaged Property, the Mortgagor, if so requested by the Mortgagees, but only after the occurrence of a default hereunder, under the Mortgage Note and/or under any agreement(s) pursuant to which the Mortgage Note has been pledged and/or assigned to the Mortgagees, shall deposit with the Mortgagees, on the days when monthly payments mature, a sum determined by the Mortgagees to be sufficient to provide, in the aggregate, a fund adequate to pay any such amounts at least ten (10) days before the same become delinquent; and whenever the Mortgagees determine sums accumulated under the provisions of this section to be insufficient to meet the obligation for which such deposits were made, the Mortgagor shall pay, on the demand of the Mortgagees, any amount required to cover the deficiency therein. Every such deposit may, at the option of the Mortgagees, be applied directly against the obligation with reference to which it was made, or, to the fullest extent permissible according to law, any other obligation of the Mortgagor secured hereby.

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Such deposits may, to the fullest extent permitted by law, be commingled with other assets of the Mortgagees and, in the discretion of the Mortgagees, invested by the Mortgagees for their own account, without any obligation to pay income from such investment, or interest on such deposits, to the Mortgagor, or to account to Mortgagor for such income in any manner. ----------

-------(ii) Maintenance of the Mortgaged Property and Alterations. Mortgagor shall keep and maintain the Mortgaged Property in as good repair and condition as the same now is or may hereafter be put (ordinary wear and tear excepted), shall make all such necessary and proper repairs, replacements, additions and improvements thereto as shall be required for the proper conduct of its business thereon, and shall not permit or commit waste on the Mortgaged Property. Mortgagor shall make or cause to be made, as and when the same shall become necessary, all structural and non-structural, exterior and interior, ordinary and extraordinary, foreseen and unforeseen repairs, renewals and replacements necessary to that end. Mortgagor shall not permit removal or material alteration, except as otherwise permitted in writing, of anything which constitutes a part of the Mortgaged Property without the consent of the Mortgagees, which consent shall not be unreasonably withheld or delayed. Mortgagor shall permit the Mortgagees to enter the Mortgaged Property, at any reasonable time, to determine whether Mortgagor is in compliance with its obligations under this Mortgage. All construction on the Mortgaged Property shall comply with, and each and every part of the Mortgaged Property shall be maintained and used in accordance with, all applicable federal, state and local laws and governmental regulations, and any lawful private restrictions or other requirements or provisions, relating to the maintenance or use thereof. ----------

---Notwithstanding the above, the Mortgagor shall have the right, at any time and from time to time, to remove and dispose of machinery and

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equipment or partitions on, or forming part of, the Mortgaged Property (without the consent of Mortgagees) that may have become obsolete or unfit for use or that is no longer useful in the operation of the building now or hereafter constituting a portion of the Mortgaged Property or in the business conducted thereupon. The Mortgagor agrees promptly to replace with other machinery and equipment, free of superior title liens or claims, except as otherwise agreed by the Mortgagor and the Mortgagees, not necessarily of the same character but of at least equal usefulness and quality, any such machinery and equipment so removed or disposed of; except that, if by reason of technological or other developments in the operation and maintenance of property of the general character of the machinery and equipment so removed, no replacement of the property so removed or disposed of is necessary or desirable in the proper operation or maintenance of the Mortgaged Property or the business conducted thereupon, the Mortgagor shall not be required to replace the same. -------

-----(c) Hazardous Substances. Except to the extent that failure to comply would not have a material adverse effect on the Mortgagor or the Mortgaged Property and/or not result in or create a lien of any kind upon the Mortgaged Property, the Mortgagor shall:----------

-------(i) not store (except in compliance with all laws, ordinances, and regulations pertaining thereto), dispose of, release or allow the release of any hazardous substance, solid waste or oil on the Mortgaged Property; --

-------(ii) neither directly nor indirectly transport or arrange for the transport of any hazardous substance or oil (except in compliance with all laws, ordinances and regulations pertaining thereto); ----------

-------(iii) in the event of any change in the laws governing the assessment, release or removal of hazardous materials, which change would lead a prudent lender to require additional testing to avail itself of any statutory insurance or limited liability, take all such action (including, without limitation, the conducting of Engineering tests at the sole expense of the

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Mortgagor) to confirm that no hazardous substance or oil is or ever was stored, released or disposed of on the Mortgaged Property; and----------

-------(iv) provide the Mortgagees with written notice: (A) upon the Mortgagor's obtaining knowledge of any potential or known release, or threat of release, of any hazardous substance or oil at or from the Mortgaged Property; (B) upon the Mortgagor's receipt of any notice to such effect from any federal, state, Commonwealth or other governmental authority; or (C) upon the Mortgagor's obtaining knowledge that any expense or loss has been incurred by such governmental authority in connection with the assessment, containment, removal or remediation of any hazardous substance or oil for which expense or loss the Mortgagor may be liable or for which expense a lien may be imposed on the Mortgaged Property.----------

---For purposes of this section, the terms "hazardous substance" and "release" shall have the meanings specified in the Comprehensive Environmental Response, Compensation and Liability Act of nineteen hundred eighty (1980), forty-two (42) USC Sections nine six zero one (9601) *et sequentia* ("CERCLA") and the terms "solid waste" and "disposal" (or 'disposed") shall have the meanings specified in the Resource Conservation and Recovery Act of nineteen hundred seventy-six (1976), forty-two (42) United States Code Sections six nine zero one (6901) *et sequentia* ("RCRA") and regulations promulgated thereunder; provided, in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply as of the effective date of such amendment and provided further, to the extent that the laws of the Commonwealth of Puerto Rico establish a meaning for "hazardous substance", "release", "solid waste", or "disposal" which is broader than specified in either CERCLA or RCRA, such broader meaning shall apply.----------

--------(d) Environmental Assessments. In addition to the Mortgagees'

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rights provided hereunder, if Mortgagees have cause to believe that contamination or a violation of any Environmental Laws (as hereinafter defined) exists on any part of the Mortgaged Property, the Mortgagees may, at their election, without regard to whether Mortgagor is in default hereunder and/or under the Mortgage Notes and/or under any agreement(s) pursuant to which the Mortgage Notes is pledged and/or assigned to the Mortgagees, obtain one or more environmental assessments of the Mortgaged Property prepared by a geohydrologist, an independent engineer or other qualified consultant or expert approved by the Mortgagees evaluating or confirming (i) whether any hazardous substances or other toxic substances are present in the soil or water at or adjacent to the Mortgaged Property and (ii) whether the use-and operation of the Mortgaged Property comply with all applicable federal, state, commonwealth and local laws, rules and regulations (herein called "Environmental Laws") relating to air quality, environmental control, release of oil, hazardous materials, hazardous wastes and hazardous substances, and any and all other applicable environmental laws. Environmental assessments may include detailed visual inspections of the Mortgaged Property including, without limitation, any and all storage areas, storage tanks, drains, dry wells and leaching areas, and the taking of soil samples, surface water samples and ground water samples, as well as such other investigations or analyses as are necessary or appropriate for a complete determination of the compliance of the Mortgaged Property and the use and operation thereof with all applicable Environmental Laws. Any such environmental assessment shall be at the cost and expense of the Mortgagor.----------

-----(e) Notice of Condemnation. Mortgagor, immediately upon obtaining knowledge of the institution of any proceeding for the condemnation or requisition of the Mortgaged Property or any portion thereof, shall notify the Mortgagees of the pendency of such proceeding. The Mortgagees may

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participate in such proceeding, and the Mortgagor from time to time shall deliver to the Mortgagees all instruments requested by the Mortgagees to permit such participation. ----------

---------(f) Leases: Assignments. Mortgagor shall faithfully keep, observe and satisfy all the obligations on the part of the lessor to be kept, performed and satisfied under every lease from time to time in force with reference to the Mortgaged Property. Mortgagor hereby assigns to Mortgagees all rents and profits under any and all leases of the Mortgaged Property, provided, however, that Mortgagor shall be entitled to retain such rents and profits until a default hereunder, under the Mortgage Notes and/or under any agreement(s) pursuant to which the Mortgage Notes are pledged and/or assigned to the Mortgagees shall have occurred. At any time on notice from the Mortgagees, Mortgagor shall submit to the Mortgagees for examination all such leases and on the demand of the Mortgagees, shall execute and deliver a separate instrument collaterally assigning any or all such leases, or the rents and profits thereof, in form satisfactory to the Mortgagees. Nothing in this paragraph shall be deemed to constitute an agreement to subordinate this Mortgage to any leases with respect to the Mortgaged Property. ----------

------(g) Expenses. Mortgagor shall pay when due all fees and charges (including reasonable attorneys, fees) incurred by the Mortgagees incident to the transactions evidenced by the obligations (including, without limitation, the Mortgage Notes) secured by this Mortgage, the assurance of the security represented by this Mortgage, and incident to the enforcement of said obligations and this Mortgage, and such fees and charges shall be secured by the lien of this Mortgage. ----------

-----(h) Priority of Lien: Obligation to Cancel Mortgages. Mortgagor covenants and agrees that this Mortgage is and will be maintained as a valid first mortgage lien on the Mortgaged Property junior only to the liens and encumbrances described in paragraph SECOND of this public deed,

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if any. Mortgagor shall execute such documents and perform such acts as necessary or convenient in order to keep or maintain this Mortgage as a valid first mortgage lien on the Mortgaged Property, junior only to the liens and encumbrances described in paragraph SECOND of this public deed, if any. ----------

----------(i) After Acquired Mortgaged Property. All property of every kind acquired by the Mortgagor after the date hereof which, by the terms hereof, is required or intended to be subjected to the lien of this Mortgage shall, immediately upon the acquisition thereof by the Mortgagor, and without any further mortgage, conveyance, assignment or transfer, become subject to the lien of this Mortgage. The Mortgagor will do, execute, acknowledge and deliver all and every such further acts, conveyances, mortgages, and assurances as the Mortgagees shall reasonably require for accomplishing the purposes of this Mortgage. If any action or proceeding shall be instituted to recover possession of the Mortgaged Property or for the foreclosure of any other mortgage or for any other purpose affecting the Mortgaged Property or this Mortgage, the Mortgagor will immediately, upon service thereof on or by the Mortgagor, deliver to the Mortgagees a true copy of each precept, petition, summons, complaint, notice of motion, order to show cause, and all other process, pleadings and papers, however designated, served in any such action or proceeding. ----------

--------(j) Waiver and Modification: Fees and Expenses in Event of Redemption or Foreclosure. Whether or not for additional interest or other consideration paid or payable to the Mortgagees, no forbearance on the part of the Mortgagees or extension of the time for the payment of the whole or any part of the obligations secured hereby, whether oral or in writing, or any other indulgence given by the Mortgagees to Mortgagor or to any other party claiming any interest in or to the Mortgaged Property, shall operate to release or in any manner affect the original liability of

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Mortgagor, or the priority of this Mortgage or to limit, prejudice or impair any right of the Mortgagees, including, without limitation, the right to realize upon the security, or any part thereof, for the obligations secured hereby or any of them, notice of any such extension, forbearance or indulgence being hereby waived by Mortgagor and all those claiming by, through or under Mortgagor. No consent or waiver, express or implied, by the Mortgagees to or of any default by Mortgagor shall be construed as a consent or waiver to or of any further default in the same or any other term, condition, covenant or provision of this Mortgage or of the obligations secured hereby. In case pursuant to the laws of the Commonwealth of Puerto Rico redemption is had by Mortgagor after foreclosure proceedings have begun, the Mortgagees shall be entitled to collect all costs, charges and expenses incurred up to the time of redemption. ----------

------(k) Fixtures and Equipment. Mortgagor hereby grants to the Mortgagees to secure the payment and performance of the obligations under the Mortgage Notes and also to secure the performance of all agreements and covenants herein contained, a security interest in all chattels referred to in clause (f) of paragraph SIXTH and all fixtures located on or appertaining to the Mortgaged Property, now owned or hereafter acquired by Mortgagor (and all accessions thereto and the proceeds thereof). The Mortgagor covenants and agrees that, upon the subsequent acquisition of such fixtures or chattels, it will provide to the Mortgagees such further assurances as may be required by the Mortgagees to establish the Mortgagees' security interest in such fixtures or chattels. Mortgagor shall execute, deliver and cause to be recorded and filed from time to time with all necessary public offices, at Mortgagor's sole cost and expense, such instruments as will maintain the Mortgagees' priority of security in all fixtures and chattels.----------

------(l) Right of Mortgagees to Cure Default. If a default shall occur

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hereunder, under the Mortgage Notes and/or any obligation(s) secured by the pledge and/or assignment of the Mortgage Notes, beyond any applicable grace period, the Mortgagees shall have the right, after five (5) days prior written notice to Mortgagor, but without any obligation so to do, to cure such default for the account of Mortgagor. Without limiting the generality of the foregoing, Mortgagor hereby authorizes the Mortgagees to pay, at its option, all taxes, sewer use fees, water rates and assessments and other Impositions, with interest, costs and charges accrued thereon, which may at any time be a lien upon the Mortgaged Property, or any part thereof; to pay the premiums for any insurance required hereunder; to incur and pay reasonable expenses in protecting its rights hereunder and the security hereby granted; to pay any balance due and delinquent under any security agreement on any fixtures and equipment included as a part of the Mortgaged Property; and the payment of all amounts so incurred shall be secured hereby as fully and effectually as any other obligation of Mortgagor secured hereby. ----------

------(m) Notices. All notices, requests and other communications made or required to be given pursuant to this Mortgage shall be given to such address and in such manner as Mortgagor and Mortgagees may have furnished in writing to each other, respectively.----------

------(n) Successors and Assigns: Joint and Several Liability: Partial Invalidity. All the covenants and agreements of Mortgagor herein contained shall be binding upon Mortgagor and the executors, administrators, successors and assigns of Mortgagor. In case any one or more of the provisions of this Mortgage may be found to be invalid, or unenforceable for any reason or in any respect, such invalidity or unenforceability shall not limit or impair enforcement of any other provision thereof. ----------

------All benefits and agreements of Mortgagees herein contained shall be binding upon Mortgagees, their successors, assigns and future holder(s) of the Mortgage Notes.----------

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------(o) Modification. No change, amendment, modification, cancellation or discharge of this Mortgage, or any part hereof, shall be valid unless in writing and signed by the parties hereto or their respective successors and assigns. ----------

------(p) Captions. Section headings are inserted for convenience of reference only. They do not form part of this Mortgage and shall be disregarded for purposes of the interpretation of the terms of this Mortgage.----

---**EIGHTEENTH**: The Mortgage Notes referred to in paragraph THIRD of this public deed consist of two mortgage notes, one to the order of LOZADA-YEPES (the "Lozada-Yepes Mortgage Note") and one to the order of ANTONIO (the "Antonio Mortgage Note"). The Mortgage Notes are literally transcribed herein as follows: ----------

----------(A) The Lozada-Yepes Mortgage Note:----------

"----------MORTGAGE NOTE ----------

---VALUE: ($337,500) ----------DUE: July 13, 2025 ------

---FOR VALUE RECEIVED, the undersigned promises to pay to the order of FRANK LOZADA CONTRERAS and DAMARIS YEPES RUIZ the principal sum of THREE HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($337,500), with no interest and payable in full on the second (2nd) anniversary of the execution of this Mortgage Note, that is on July thirteen (13), two thousand twenty-five (2025). The principal payment shall be made at the office or domicile of the bearer within the Commonwealth of Puerto Rico, or at such other place as the bearer may from time to time designate in writing. ----------

---If the undersigned fails to pay the principal amount outstanding under this Mortgage Note on the date of maturity hereof, the obligation shall thereafter accrue interest at a rate per annum equal to five percent (5%), effective from the date of the default and until final payment of the obligation evidenced hereunder. The application of the default interest rate shall not be construed as a waiver of any other right of the holder of this Mortgage Note, including the right to demand payment, declare an event of default or take any other action it may be entitled to take.--------

---The undersigned hereby waives presentment, protest, demand and notice of non-payment. ----------

---This Mortgage Note is secured by a mortgage constituted by Deed Number Nine (9), executed on July thirteen (13), two thousand twenty-three (2023), in San Juan, Puerto Rico, before Notary Jorge Antonio Morales Cordero, and the holder of this Mortgage Note is entitled to the benefit and security of all of the provisions and conditions set forth in said Deed of Mortgage. ----------

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---This Mortgage Note is in *pari-passu* rank and priority with a mortgage note issued by the undersigned on this same date, to the order of ANTONIO LOZADA CONTRERAS, in the principal sum of THREE HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($337,500), secured by the aforementioned mortgage.--------

---Should the holder of this note undertake legal proceedings for the collection hereof, the undersigned (i) agrees to pay an additional liquidated sum equal to ten percent (10%) of the principal amount of this note to cover attorneys' fees, court costs and expenses; and (ii) submits to the venue selected by said holder for such legal proceedings. ----------

---In San Juan, Puerto Rico, on this thirteenth (13th) day of July, two thousand twenty-three (2023). ----------

---CABO ROJO LAND ACQUISITION LLC ----------
---[Signed] ----------
---[By: Gladys Omayra Fontánez Reyes]----------
---[Title: Authorized Representative]----------

---Affidavit No.: 12,359 ----------

---Acknowledged and subscribed before me in San Juan, Puerto Rico, on this thirteenth (13th) day of July, two thousand twenty-three (2023), by Gladys Omayra Fontánez Reyes, in her capacity as Authorized Representative of Cabo Rojo Land Acquisition LLC, who is personally known to me. ----------

---[Signed: Jorge A. Morales Cordero] ----------
---Notary ----------
---[Notarial Seal]" ----------

----------(B) The Antonio Mortgage Note: ----------

"----------MORTGAGE NOTE ----------

---VALUE: ($337,500) ----------DUE: July 13, 2025 ------

---FOR VALUE RECEIVED, the undersigned promises to pay to the order of ANTONIO LOZADA CONTRERAS the principal sum of THREE HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($337,500), with no interest and payable in full on the second (2nd) anniversary of the execution of this mortgage note, that is on July thirteen (13), two thousand twenty-five (2025). The principal payment shall be made at the office or domicile of the bearer within the Commonwealth of Puerto Rico, or at such other place as the bearer may from time to time designate in writing. ----------

---If the undersigned fails to pay the principal amount outstanding under this Mortgage Note on the date of maturity hereof, the obligation shall thereafter accrue interest at a rate per annum equal to five percent (5%), effective from the date of the default and until final payment of the obligation evidenced hereunder. The application of the default interest rate shall not be construed as a waiver of any other right of the holder of this Mortgage Note, including the right to demand payment, declare an event of default or take any other action it may be entitled to take.--------

---The undersigned hereby waives presentment, protest, demand and notice of non-payment. ----------

---This Mortgage Note is secured by a mortgage constituted by Deed Number Nine (9), executed on July thirteen (13), two thousand twenty-

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three (2023), in San Juan, Puerto Rico, before Notary Jorge Antonio Morales Cordero, and the holder of this Mortgage Note is entitled to the benefit and security of all of the provisions and conditions set forth in said Deed of Mortgage. ----------

---This Mortgage Note is in *pari-passu* rank and priority with a mortgage note issued by the undersigned on this same date, to the order of FRANK LOZADA CONTRERAS and DAMARIS YEPES RUIZ, in the principal sum of THREE HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($337,500), secured by the aforementioned mortgage. ----------

---Should the holder of this note undertake legal proceedings for the collection hereof, the undersigned (i) agrees to pay an additional liquidated sum equal to ten percent (10%) of the principal amount of this note to cover attorneys' fees, court costs and expenses; and (ii) submits to the venue selected by said holder for such legal proceedings. ----------

---In San Juan, Puerto Rico, on this thirteenth (13th) day of July, two thousand twenty-three (2023). ----------

---CABO ROJO LAND ACQUISITION LLC ----------
---[Signed] ----------
---[By: Gladys Omayra Fontánez Reyes]----------
---[Title: Authorized Representative]----------

---Affidavit No.: 12,360 ----------

---Acknowledged and subscribed before me in San Juan, Puerto Rico, on this thirteenth (13th) day of July, two thousand twenty-three (2023), by Gladys Omayra Fontánez Reyes, in her capacity as Authorized Representative of Cabo Rojo Land Acquisition LLC, who is personally known to me. ----------

---[Signed: Jorge A. Morales Cordero] ----------
---Notary ----------
---[Notarial Seal]" ----------

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---**NINETEENTH:** Various Sums. (i) The amount of the mortgage credit constituted and created to secure payment of the Mortgage Notes is SIX HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($675,000). ----------

-----(ii) The "interest credit" is SIXTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($67,500).----------

-----(iii) The "credit for additional advances" is SIXTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($67,500).----------

-----(iv) The "credit for liquidated damages" is SIXTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($67,500).----------

-----(v) The "Foreclosure Valuation" is SIX HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($675,000).----------

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---**TWENTHIETH:** Mortgagee. LOZADA-YEPES and ANTONIO hereby acknowledge receipt of the originals of the Mortgage Notes from Mortgagor. ----------

----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ----------

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstract was prepared by Capital Title Services Inc. and is dated June thirty (30), two thousand twenty-three (2023);----------

-----(c) that subsequent to the date of such title abstract and before the presentation for recording of this public deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this public deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry as of the date of the title abstract. ----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification; ----------

-----(e) the right of the BUYER to obtain a title insurance policy that

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guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, *et seq.*;----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property;----------

-----(h) of the importance of recording a copy of this Deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this Deed is not recorded at the Registry; ----------

-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property;----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations;----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its contents.----------

-----(l) of the need and consequences to the SELLERS of filing the *Planilla Informativas Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles* with the Puerto Rico Treasury Department; and --------

-----(m) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et seq.*, is of application. The foregoing statute, and the regulations

JORGE A. MORALES CORDERO ABOGADO NOTARIO

promulgated thereunder, impose on the Seller, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the seller and its agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed. ----------

----------**READING, ACCEPTANCE AND EXECUTION** ----------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their initials on each page thereof. ----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

JORGE A. MORALES CORDERO
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MORELL · CARTAGENA · DAPENA

JORGE ANTONIO MORALES CORDERO

Plaza 273 Suite 700
273 Ponce de León
San Juan, PR 00917-1934
787-723-1233; 787-729-1974
jorge.morales@mbcdlaw.com

CERTIFIED COPY OF DEED NUMBER THIRTY-SEVEN (37)

PURCHASE AND SALE

EXECUTED IN SAN JUAN, PUERTO RICO
ON NOVEMBER 9, 2023

BEFORE:

JORGE ANTONIO MORALES CORDERO

BY:

ISMAEL TEXIDOR PAGÁN
LILLIAM BIRRIEL OROZCO

("SELLERS")

AND

CABO ROJO LAND ACQUISITION LLC

("BUYER")

----------**DEED NUMBER THIRTY-SEVEN (37)**----------

----------**PURCHASE AND SALE** ----------

---In San Juan, Puerto Rico, on November nine (9), two thousand twenty-three (2023). ----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with residence and offices in San Juan, Puerto Rico.----------

----------**APPEAR**----------

---AS THE PARTY OF THE FIRST PART: **ISMAEL TEXIDOR PAGÁN**, of legal age, single, property owner and resident of Locust Grove, Virginia, United States of America (hereinafter, "Ismael") --------

---AS THE PARTY OF THE SECOND PART: **LILLIAM BIRRIEL OROZCO**, of legal age, single, property owner and resident of Carolina, Puerto Rico (hereinafter, "Lilliam"). ----------

---Ismael and Lilliam will be sometimes referred to jointly as, "Sellers."

---AS THE PARTY OF THE THIRD PART: **CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "Buyer"), a limited liability company organized, existing and in good standing under the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, GLADYS OMAYRA FONTÁNEZ REYES, who is of legal age, single, attorney at law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this Deed arises from a Certificate of Resolution of Buyer signed by Eileen Sawyer, as Manager of Buyer, on November six (6), two thousand twenty-three (2023), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engines of the Department of State and the Office of Information Technology Services of the State of New York. I further certify that I

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have examined the aforesaid Certificate of Resolution of Buyer and that it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law, to authorize Ms. Fontánez Reyes to appear herein on behalf of Buyer. ----------

---I hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective age, civil status, occupation and residence. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily,----------

----------**STATE AND AGREE**----------

---**FIRST:** Sellers are the sole owners in fee simple title ("*pleno dominio*") and have the possession of the parcel of land described in the Spanish language as follows (hereinafter, the "Property"): ----------

---"RÚSTICA: Solar marcado con el número uno (1) en el Plano de Inscripción radicado en el Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida de tres mil ochocientos cuarenta punto tres mil trecientos cincuenta y cinco metros cuadrados (3,840.3355 m.c.), equivalentes a cero punto nueve mil setecientos setenta y una (0.9771) cuerdas. En lindes por el NORTE, con una alineación de treinta y seis punto cero veintidós (36.022) metros lineales, con un área dedicada única y exclusivamente a uso público, marcada Zona Marítima en el Plano de Inscripción denominado "A" dedicarse a Zona Marítimo terrestre y que la separa de la Zona Marítima y el Mar Caribe; por el SUR, en una alineación de treinta y cuatro punto novecientos setenta y dos (34.972) metros lineales, con una servidumbre de paso de diez (10.00) metros de ancho a lo largo de dicha colindancia de los cuales cinco (5) metros pertenecen a la parcela aquí segregada y descrita, con el solar marcado cinco (5) a segregarse según el Plano de Inscripción el cual es parte de la finca principal de la cual se segrega; por el ESTE, en una alineación de ciento catorce punto ciento veintinueve (114.129) metros lineales, con un solar marcado número dos (2), a segregarse según el Plano de Inscripción y que forma parte de la finca principal de la cual se segrega; y por el OESTE, en una alineación de ciento cinco punto cuatrocientos noventa y siete (105.497) metros lineales, con una servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5) pertenecen a esta parcela, y que la separa de la parcela cuarenta y dos (42) de Enrique Carlo Aymat." ----------

---The Property is identified in the Registry of Property of Puerto Rico (the "Registry") as property number 29,700, recorded at page 214 of volume 875 of Cabo Rojo, San Germán section of the Registry.----------

---The tax identification number ("*número de catastro*") assigned to the

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Property by the Municipal Revenues Collection Center ("CRIM") is 402-007-327-01-000. ----------

---The Property was acquired by Sellers, while being married to each other, pursuant to Deed Number Five (5), executed in Cabo Rojo, Puerto Rico, on June seventeen (17), two thousand twenty (2020), before Notary Laura R. Domínguez Llerandi, filed and pending recordation at *Karibe* entry 2020-035888-SG01. The matrimony of Ismael and Lilliam was terminated and dissolved pursuant to a judgment issued on October thirteen (13), two thousand twenty-three (2023) by the Puerto Rico Court of First Instance, Carolina part, under Case Number CA2023RF00374, entered by the court's clerk on October twenty-four (24), two thousand twenty-three (2023). By its own terms, the divorce judgment is firm and final from the date of entry thereof. Therefore, Ismael and Lilliam appear herein to sell, convey and transfer to Buyer their undivided participations in the Property. ----------

----------**LIENS AND ENCUMBRANCES** ----------

---By its origin, the Property is subject to restrictive conditions of use and construction. ----------

---By itself, the Property is subject to: ----------

----(A) Easement for the benefit of the Property, as dominant estate, constituted over properties number 29,702, 29,703 and 18,803, recorded at page 214 of volume 875 of Cabo Rojo, marginal note under inscription first (1st) of the Property. ----------

----(B) Mortgage (hereinafter, the "Mortgage") to secure a promissory note in the principal sum of One Hundred Sixteen Thousand Two Hundred Fifty Dollars ($116,250), payable to *Cooperativa de Ahorro y Crédito de Cabo Rojo*, or its order ("Mortgagee"), with annual interest at eight point five percent (8.5%), payable on demand, constituted pursuant to Deed Number Sixteen (16), executed in Cabo Rojo, Puerto Rico, on June seventeen (17), two thousand twenty (2020), before Notary Jessica

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Rodríguez Camacho, filed and pending recordation at *Karibe* entry 2020-035897-SG01. The Mortgage will be cancelled by Seller after the execution of the present Deed, as more particularly set forth below-------

---**SECOND:** On May twenty-two (22), two thousand twenty-three (2023), Sellers granted to Buyer's affiliate, PR INVESTCO LLC ("PR Investco"), an option to purchase the Property, pursuant to a *Sales Contract* (hereinafter, the "Purchase Agreement") executed on such date. The parties hereto acknowledge and agree that PR Investco has assigned to Buyer all of its rights and obligations under the Purchase Agreement, and that Buyer is the permitted assignee and successor of PR Investco thereunder. ----------

----------**PURCHASE AND SALE**----------

---**THIRD:** In accordance with the Purchase Agreement, Sellers hereby sell, convey and transfer fee simple title ("*pleno dominio*") to the Property and the possession thereof to Buyer, and Buyer hereby purchases from Sellers fee simple title ("*pleno dominio*") to the Property and the possession thereof, in accordance with the following ----------

----------**TERMS AND CONDITIONS**----------

-----One: The purchase price of the Property is the lump sum of **ONE MILLION DOLLARS ($1,000,000)** (hereinafter the "Purchase Price").

-----Two: The Purchase Price has been paid as follows: ----------

----------A. The sum of One Hundred Thousand Dollars ($100,000) was paid by Buyer to Sellers concurrently with the execution of the Purchase Agreement, which amount is being applied in its entirety to the Purchase Price;----------

---------B. The amount of One Hundred One Thousand Seven Hundred Ninety-Two Dollars and Twenty-Eight Cents ($101,792.28) is being retained by Buyer to pay in full the outstanding balance of the loan guaranteed by the Mortgage, which sum will be delivered to Mortgagee immediately after the execution of the present Deed; and----------

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---------C. The sum of Seven Hundred Ninety-Eight Thousand Two Hundred Seven Dollars and Seventy-Two Cents ($798,207.72) has been paid by Buyer to Sellers concurrently with the execution hereof, and Sellers hereby acknowledge receipt thereof.----------

-----Three: Buyer acknowledges that the cancellation of the Mortgage at the Registry is subject to the production by Mortgagee of the original mortgage note and the execution and presentation of the corresponding deed of cancellation of mortgage. ----------

-----Four: Buyer shall be entitled to the immediate possession of the Property, without any additional formality, document or request. ---------

-----Five: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of Sellers and, thereafter, for the account of Buyer. ----------

-----Six: Sellers hereby deliver to Buyer fee simple title to the Property, vacant, and free and clear of all liens, encumbrances or defects, except as otherwise provided herein. ----------

-----Seven: Buyer specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) Sellers hereby sell and Buyer hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from Sellers or any of Sellers' agents, employees, members, representatives, attorneys or brokers (each such party, a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by Sellers to Buyer (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion

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thereof, its facilities, soils, geology, and groundwater; (b) the dimensions, area, and size of the Property; (c) the development or income potential, or rights of or relating to the Property or the adequacy of the Property for any particular purpose, (d) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of Buyer or any other person to obtain any necessary governmental approvals, licenses, or permits for Buyer's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters regarding the operation of the Property. Buyer further acknowledges and agrees that Sellers are under no duty to make any inquiry regarding any matter that may or may not be known to Sellers or any Seller Affiliate. Upon execution of this public deed, Buyer shall assume the risk of adverse matters relating to adverse investigations, and Buyer, upon execution of this public deed, shall be deemed to have waived, relinquished and released Sellers and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which Buyer might have asserted or alleged or may assert or allege in the future against Sellers or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution of this deed. ----------

-----Eight: Sellers represent and warrant to Buyer that, to the best of

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Sellers' knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that, to the best of Sellers' knowledge, the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----Nine: The notarial fees, stamps on the original, stamps on the first certified copy, filing and recording rights of this Deed at the Registry will be paid by Buyer.----------

-----Ten: This Deed will be interpreted and governed in accordance with the laws of the Commonwealth of Puerto Rico. The appearing parties submit themselves to the exclusive jurisdiction of the Court of First Instance of the Commonwealth of Puerto Rico in the event of any litigation arising out of this Deed.----------

-----Eleven: All notices to the parties pursuant to this Deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

----TO SELLERS: ----------

------ISMAEL TEXIDOR PAGÁN ----------
------109 Seven Pines Dr. ----------
------Locust Grove, Virginia 22508 ----------
------Electronic Mail: itp19654444@yahoo.com----------

------LILLIAM BIRRIEL OROZCO ----------
------Urb. José S. Quiñones, 263 Calle 9 ----------
------Carolina, Puerto Rico 00985 ----------
------Electronic Mail: lilliam.bo10@gmail.com----------

----TO BUYER:----------

------CABO ROJO LAND ACQUISITION LLC ----------
------733 Third Avenue ----------
------New York, NY 10017 ----------
------Attention: Eileen Sawyer ----------
------Electronic Mail: roberto.ruiz@ccgc.com.do----------

-----Eleven: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

-----Twelve: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the remaining provisions of this Deed will continue in full

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force and effect.----------

-----Thirteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver such documents or instruments, public or private, which may be necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any correction deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of Buyer, except that each party shall bear the fees of their respective counsel.----------

---**FOURTH:** Non-Resident Withholding. The authorizing Notary advises the parties that Section 1062.08 (g) of the Puerto Rico Internal Revenue Code of 2011, as amended (the "Tax Code"), 13 L.P.R.A. § 30278, requires the buyer of real property to withhold an amount equivalent to fifteen percent (15%) of the purchase price, to any United States citizen not residing in Puerto Rico during the tax year on which the sale transaction is consummated. For purposes of the relevant provisions of the Tax Code, "purchase price" means the total payment(s) made by the buyer under the purchase deed, reduced by: ----------

-----(a) the price for which seller acquired the property, as reflected in the corresponding public deed or private acquisition instrument. ----------

-----(b) the notarial tariff, internal revenue stamps and recordation fees paid by seller in connection with the cancellation of mortgages over the property; and ----------

-----(c) the commission paid by seller to the real estate agent in connection with the sale of the property.----------

---The Tax Code does not allow for any deduction in addition to the above items. Buyer is hereby advised by the Notary that if the non-

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resident withholding is not made as required by the Tax Code, Buyer will be liable before the Secretary of the Treasury for the payment of all amounts that should have been withheld. ----------

---**FIFTH:** The Notary advises Buyer as to the importance of filing the corresponding property change of ownership application before the CRIM, and to obtain, prior to the execution of this deed, a certification indicating whether any sums related to property taxes are owed by Sellers. Pursuant to applicable law, Buyer is responsible for filing at the CRIM the corresponding application for property tax exemption and /or change of ownership, within thirty (30) days from the date of execution hereof. Buyer hereby declares that it is fully aware of the aforementioned obligations and releases the undersigned Notary from this responsibility.

----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ---

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstract was prepared by Capital Title Services Inc. and is dated October thirty (30), two thousand twenty-three (2023);----------

-----(c) that after the date of such title abstract and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry as of the date of

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the title abstract.----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification; ----------

-----(e) of the right of the Buyer to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.;----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property;----------

-----(h) of the importance of recording a copy of this deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this deed is not recorded at the Registry;----------

-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property;----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations;----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its contents.----------

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-----(l) of the need and consequences to the Sellers of filing the *Planilla Informativa Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles* with the Puerto Rico Treasury Department; and ----------

-----(m) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et seq.*, is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Sellers, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the Sellers and their agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed. ----------

----------**READING, ACCEPTANCE AND EXECUTION** ----------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their

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initials on each page thereof. ----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

---Signed, sealed, marked and flourished by the authorizing Notary, Jorge Antonio Morales Cordero. ----------

---Therein also appear the signature of the appearing parties and their initials on the margin of each page. The corresponding internal revenue stamps, legal assistant stamps and the notarial tax stamp are adhered thereon. ----------

---I, the Notary, CERTIFY that the foregoing is a true and exact copy of Deed Number Thirty-Seven (37), which contains twelve (12) pages (folios), the original of which forms part of my protocol of public instruments for the year two thousand twenty-three (2023). ----------

---IN WITNESS WHEREOF, and to deliver to Cabo Rojo Land Acquisition LLC, I issue the first certified copy, which I sign, seal, mark and flourish in San Juan, Puerto Rico, on November nine (9), two thousand twenty-three (2023). ----------

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NOTARY

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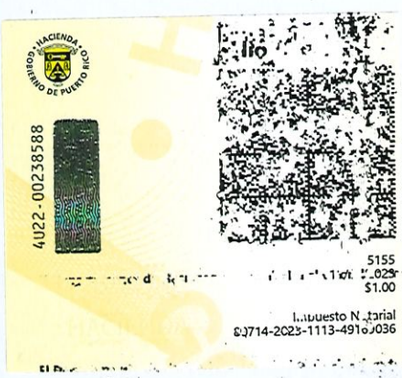



DEPARTAMENTO *de* JUSTICIA
ESTADO LIBRE ASOCIADO DE PUERTO RICO

CERTIFICACIÓN DEL NOTARIO QUE PRESENTA DOCUMENTO EN EL REGISTRO DE LA PROPIEDAD INMOBILIARIA DE PUERTO RICO POR LA VÍA TELEMÁTICA

CERTIFICO: Que la copia en formato PDF de la Escritura Núm. Treinta y Siete (37), sobre Compraventa ("*Purchase and Sale*"), autorizada por mí en San Juan el nueve (9) de noviembre de dos mil veintitrés (2023), que estoy presentando en esta fecha en el Registro de la Propiedad, es una copia fiel y exacta de la copia certificada de dicha escritura.

En San Juan, Puerto Rico, hoy trece (13) de noviembre de dos mil veintitrés (2023).

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Notario

CONTRATO DE PROMESA RECIPROCA DE COMPRAVENTA

En San Juan, Puerto Rico, a dos (2) de octubre de dos mil veintitrés (2023),

COMPARECEN:

DE LA PRIMERA PARTE: FIDEICOMISO I.V.G., un fideicomiso organizado y existente al amparo de las leyes de Puerto Rico, creado mediante la Escritura Número Treinta y Cuatro (34), otorgada en Mayaguez, Puerto Rico, el dieciocho (18) de agosto del año dos mil nueve (2009), ante el notario público Luis Roberto Santos (en adelante el "FIDEICOMISO"). Comparece en representación del FIDEICOMISO, su fiduciaria, PEMARIS GONZALEZ SUAREZ, quien es mayor de edad, soltera, ama de casa y vecina de Cabo Rojo, Puerto Rico (en adelante la "FIDUCIARIA");

DE LA SEGUNDA PARTE: ILLIANEDMARIS VEGA GONZALEZ, mayor de edad, soltera, propietaria y vecina de Barceloneta, Puerto Rico, quien comparece a este contrato en su carácter de beneficiaria del FIDEICOMISO (en adelante la "BENEFICIARIA" o "ILLIANEDMARIS");

DE LA TERCERA PARTE: PEMARIS GONZALEZ SUAREZ, en su carácter personal, quien es mayor de edad, soltera, ama de casa y vecina de Barceloneta, Puerto Rico (en adelante "PEMARIS");

D.F.R. I.V.G. I.V.G.

DE LA CUARTA PARTE: BAHIA BONITA, INC., una corporación que fue organizada y existente al amparo de las leyes de Puerto Rico con el número de registro uno tres nueve tres cuatro cuatro (139344), cuyo Certificado de Incorporación fue revocado el día dieciséis (16) de abril de dos mil catorce (2014) a las doce y un minuto de la mañana (12:01 am) (en adelante "BAHIA BONITA"), representada en este contrato por ILLIANEDMARIS, quien es la única heredera del único accionista conocido de BAHIA BONITA, el fenecido Francisco Vega Montalvo.

DE LA QUINTA PARTE: CABO ROJO LAND ACQUISITION LLC (en adelante la "COMPRADORA" o la "PARTE COMPRADORA"), una sociedad de responsabilidad limitada organizada y existente al amparo de las leyes del Estado Libre Asociado de Puerto Rico, con el número de seguro social patronal 66-0920011, representada en este contrato por su Representante Autorizada, GLADYS OMAYRA FONTANEZ REYES, mayor de edad, soltera, abogada y vecina de San Juan, Puerto Rico, quien está debidamente autorizada para representar a la COMPRADORA en el presente contrato, según surge de "Certificate of Resolution of CABO ROJO LAND ACQUISITION LLC", firmada en Nueva York, Estados Unidos de América, por Eileen Sawyer, en su capacidad de gerente de CABO ROJO LAND ACQUISITION LLC, el veintiuno (21) de septiembre de dos mil veintitrés (2023), ante el notario público de Nueva York Eric Orenstein; y

DE LA SEXTA PARTE: JOSÉ ENRIQUE PEREZ CRUZ, también conocido como José E. Pérez (en adelante el "CORREDOR"), quien es mayor de edad, casado, vecino

de Bayamón, Puerto Rico y corredor de bienes raíces con licencia de Puerto Rico número 10478; y libre y voluntariamente

EXPONEN Y CONVIENEN:

PRIMERO: BAHIA BONITA es dueña en pleno y absoluto dominio y tiene la posesión quieta y pacífica de una (1) parcela de terreno localizada en Boquerón, Cabo Rojo, Puerto Rico, la cual tiene la siguiente descripción legal según el Registro de la Propiedad de Puerto Rico (el "Registro") y la cual será denominada el "INMUEBLE UNO (1)" en adelante en el presente contrato:

INMUEBLE UNO (1)

"RUSTICA: Parcela marcada con el número treinta y cuatro (34) del Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida de cinco cuerdas (5.0000 cdas.) equivalentes a una (1) hectárea, noventa y seis (96) áreas, y sesenta (60) centiáreas. En lindes, por el NORTE, con las parcelas número veinte (20) y veintiuno (21) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela; por el SUR, con la parcela número treinta y cinco (35) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela; por el ESTE, con la parcela número ciento diez (110) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela; y por el OESTE, con las parcelas número veintidós (22) y veintitrés (23) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela.

El INMUEBLE UNO (1) está inscrito a favor de BAHIA BONITA al folio doscientos sesenta y cinco (265) del tomo quinientos nueve (509) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos ochenta y seis (18,786).

BAHIA BONITA adquirió el INMUEBLE UNO (1), mediante la escritura número cincuenta y ocho (58), otorgada en Mayaguez, Puerto Rico, el día seis (6) de abril de dos mil cuatro, ante el notario público Luis Roberto Santos, inscrita al folio ciento veintisiete (127) del tomo ochocientos cuarenta y uno (841) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos ochenta y seis (18,786), inscripción cuarta (4ta.).

Según el Registro, el INMUEBLE UNO (1), por su procedencia, está libre de cargas y gravámenes.

Según el Registro, por sí, el INMUEBLE UNO (1) está sujeto a:

(a) Condiciones Restrictivas, constituidas mediante la escritura número ciento treinta y tres (133), otorgada en Mayaguez, Puerto Rico, el día veinte (20) de noviembre de dos

mil tres (2003), ante el notario público Luis Roberto Santos, inscrita al folio ciento veintisiete (127) del tomo ochocientos cuarenta y uno (841) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos ochenta y seis (18,786), inscripción tercera (3ra.); y

(b) Hipoteca en garantía de un pagaré a favor del portador, o a su orden, por la suma de principal de un millón quinientos setenta y un mil cuatrocientos veintiocho dólares con cincuenta y cuatro centavos ($1,571,428.54), de los cuales el INMUEBLE UNO (1) responde por ciento cuarenta y dos mil ochocientos cincuenta y siete dólares con catorce centavos ($142,857.14), sin intereses, vencedero a la presentación, constituida la hipoteca mediante la escritura número cincuenta y nueve (59) otorgada en Mayaguez, Puerto Rico, el día seis (6) de abril de dos mil cuatro (2004), ante el notario público Luis Roberto Santos, e inscrita al folio ciento veintisiete (127) del tomo ochocientos cuarenta y uno (841) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos ochenta y seis (18,786), inscripción quinta (5ta.).

El número de catastro asignado por el Centro de Recaudación de Ingresos Municipales ("CRIM") al INMUEBLE UNO (1) es el cuatrocientos dos guión cero diecinueve guión trescientos veintisiete guión sesenta y ocho guión cero cero cero (402-019-327-68-000).

SEGUNDO: El FIDEICOMISO es dueño en pleno y absoluto dominio y tiene la posesión quieta y pacífica de una (1) parcela de terreno localizada en Boquerón, Cabo Rojo, Puerto Rico, la cual tiene la siguiente descripción legal según el Registro y la cual será denominada el "INMUEBLE DOS (2)" en adelante en el presente contrato:

INMUEBLE DOS (2)

"RUSTICA: Parcela marcada con el número treinta y cinco (35) del Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de diecinueve mil seiscientos cincuenta y nueve punto veinticinco metro cuadrados (19,659.25 m.c.), equivalentes a cinco punto cero cero diecinueve (5.0019) cuerdas. En lindes, por el NORTE, con su camino de acceso de once (11.00) metros de ancho el cual lo separa de la parcela doce (12) de Monte Carlo Development Corporation y de la parcela cuarenta y siete (47) de Ricardo E. Carlo Díaz; por el SUR, con Carment Cecilia Fas; por el ESTE, con la parcela número cincuenta y dos (52) de Monte Carlo Development Corporation; y por el OESTE, con la parcela número treinta y seis (36) de Carlos J. Meléndez, antes Monte Carlo Development Corporation."

El INMUEBLE DOS (2) está inscrito al folio doscientos setenta y uno (271) del tomo quinientos nueve (509) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos ochenta y siete (18,787).

El FIDEICOMISO adquirió el INMUEBLE DOS (2), mediante cesión y transferencia que le hiciera BAHIA BONITA al FIDEICOMISO mediante la escritura número treinta y cuatro (34), otorgada en Mayaguez, Puerto Rico, el día dieciocho (18) de agosto de dos mil nueve (2009), ante el notario público Luis Roberto Santos (en adelante la "ESCRITURA 34"), presentada el día veintiséis (26) de agosto de dos mil nueve (2009) al asiento novecientos (900) del diario setecientos sesenta y ocho (768) de Cabo Rojo, Sección de San Germán del Registro y vuelta a presentar el día veintisiete (27) de noviembre de dos mil veintidós (2022), al asiento dos mil veintidós guión uno cinco uno seis uno tres guión SG cero uno (2022-151613-SG01) del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

Según el Registro, el INMUEBLE DOS (2), por su procedencia, está libre de cargas y gravámenes.

Según el Registro, por sí, el INMUEBLE DOS (2) está sujeto a:

(a) Condiciones Restrictivas, constituidas mediante la escritura número ciento treinta y tres (133), otorgada en Mayaguez, Puerto Rico, el día veinte (20) de noviembre de dos mil tres (2003), ante el notario público Luis Roberto Santos, inscrita al folio ciento treinta y seis (136) del tomo ochocientos cuarenta y uno (841) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos ochenta y siete (18,787), inscripción tercera (3ra.);

(b) Hipoteca en garantía de un pagaré a favor del portador, o a su orden, por la suma de principal de un millón quinientos setenta y un mil cuatrocientos veintiocho dólares con cincuenta y cuatro centavos ($1,571,428.54), de los cuales el INMUEBLE DOS (2) responde por ciento cuarenta y dos mil ochocientos cincuenta y siete dólares con catorce centavos ($142,857.14), sin intereses, vencedero a la presentación, constituida la hipoteca mediante la escritura número cincuenta y nueve (59) otorgada en Mayaguez, Puerto Rico, el día seis (6) de abril de dos mil cuatro (2004), ante el notario público Luis Roberto Santos, e inscrita al folio ciento treinta y seis (136) del tomo ochocientos cuarenta y uno (841) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos ochenta y siete (18,787), inscripción quinta (5ta.); y

(c) Hipoteca en garantía de un pagaré a favor de PEMARIS y Fernando Alberto Diez Antongiorgi, o a su orden, por la suma principal de un millón ochocientos mil dólares ($1,800,000), respondiendo el INMUEBLE DOS (2) por cien mil dólares ($100,000), sin intereses, vencedero en cinco (5) años, constituida la hipoteca mediante la escritura número treinta y cinco (35), otorgada en Mayaguez, Puerto Rico, el día dieciocho (18) de agosto de dos mil nueve (2009), ante el notario público Luis Roberto Santos, presentada el día veintiséis (26) de agosto de dos mil nueve (2009), al asiento novecientos uno (901), del diario setecientos sesenta y ocho (768) de Cabo Rojo, Sección de San Germán del Registro y vuelta a presentar el día veintidós (22) de noviembre de dos mil veintidós (2022), al asiento dos mil veintidós guión uno cinco uno seis dos tres guión SG cero uno (2022-151623-SG01 del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

El número de catastro asignado por el CRIM al INMUEBLE DOS (2) es el cuatrocientos dos guión cero veintinueve guión trescientos veintisiete guión cincuenta y siete guión cero cero cero (402-029-327-57-000).

TERCERO: El FIDEICOMISO es dueño en pleno y absoluto dominio y tiene la posesión quieta y pacífica de una (1) parcela de terreno localizada en Boquerón, Cabo Rojo, Puerto Rico, la cual tiene la siguiente descripción legal según el Registro y la cual será denominada el "INMUEBLE TRES (3)" en adelante en el presente contrato:

INMUEBLE TRES (3)

"RUSTICA: Parcela número cuarenta y cinco (45), radicada en el Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida de cinco cuerdas (5.0000 cdas.) equivalentes a una (1) hectárea, noventa y seis (96) áreas, y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número cuarenta y cuatro (44) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela; por el SUR, con la parcela número cuarenta y seis (46) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela; por el ESTE, con la parcela número ciento diez (110) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela; y por el OESTE, con la parcela número ocho (8) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela."

El INMUEBLE TRES (3) está inscrito al folio siete (7) del tomo quinientos diez (510) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos noventa y tres (18,793).

G.D.F.R.
I.V.G.
I.V.G.
FGS
FGS
JEP

El FIDEICOMISO adquirió el INMUEBLE TRES (3), mediante cesión y transferencia que le hiciera BAHIA BONITA al FIDEICOMISO mediante la ESCRITURA 34, presentada el día veintiséis (26) de agosto de dos mil nueve (2009) al asiento novecientos (900) del diario setecientos sesenta y ocho (768) de Cabo Rojo, Sección de San Germán del Registro y vuelta a presentar el día veintisiete (27) de noviembre de dos mil veintidós (2022), al asiento dos mil veintidós guión uno cinco uno seis uno tres guión SG cero uno (2022-151613-SG01) del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

Según el Registro, el INMUEBLE TRES (3), por su procedencia, está libre de cargas y gravámenes.

Según el Registro, por sí, el INMUEBLE TRES (3) está sujeto a:

(a) Condiciones Restrictivas, constituidas mediante la escritura número ciento treinta y tres (133), otorgada en Mayaguez, Puerto Rico, el día veinte (20) de noviembre de dos mil tres (2003), ante el notario público Luis Roberto Santos, inscrita al folio ciento setenta y cinco (175) del tomo ochocientos cuarenta y uno (841) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos noventa y tres (18,793), inscripción tercera (3ra.);

(b) Hipoteca en garantía de un pagaré a favor del portador, o a su orden, por la suma de principal de un millón quinientos setenta y un mil cuatrocientos veintiocho dólares con cincuenta y cuatro centavos ($1,571,428.54), de los cuales el INMUEBLE TRES (3) responde por ciento cuarenta y dos mil ochocientos cincuenta y siete dólares con catorce centavos ($142,857.14), sin intereses, vencedero a la presentación, constituida la hipoteca mediante la escritura número cincuenta y nueve (59) otorgada en Mayaguez, Puerto Rico, el día seis (6) de abril de dos mil cuatro (2004), ante el notario público Luis Roberto Santos, e inscrita al folio ciento setenta y cinco (175) del tomo ochocientos cuarenta y uno (841) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos noventa y tres (18,793), inscripción quinta (5ta.); y

(c) Hipoteca en garantía de un pagaré a favor de PEMARIS y Fernando Alberto Diez Antongiorgi, o a su orden, por la suma principal de un millón ochocientos mil dólares ($1,800,000), respondiendo el INMUEBLE TRES (3) por doscientos mil dólares ($200,000), sin intereses, vencedero en cinco (5) años, constituida la hipoteca mediante la escritura número treinta y cinco (35), otorgada en Mayaguez, Puerto Rico, el día dieciocho (18) de agosto de dos mil nueve (2009), ante el notario público Luis Roberto Santos, presentada el día veintiséis (26) de agosto de dos mil nueve (2009), al asiento novecientos uno (901), del diario setecientos sesenta y ocho (768) de Cabo Rojo, Sección de San Germán del Registro y vuelta a presentar el día veintidós (22) de noviembre de dos mil veintidós (2022), al asiento dos mil veintidós guión uno cinco uno seis dos tres guión SG cero uno (2022-151623-SG01 del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

AFR. I.V.G. I.V.G.

El número de catastro asignado por el CRIM al INMUEBLE TRES (3) es el cuatrocientos dos guión cero cero nuevo guión trescientos veintisiete guión ochenta y seis guión cero cero cero (402-009-327-86-000).

CUARTO: El FIDEICOMISO es dueño en pleno y absoluto dominio y tiene la posesión quieta y pacífica de una (1) parcela de terreno localizada en Boquerón, Cabo Rojo, Puerto Rico, la cual tiene la siguiente descripción legal según el Registro y la cual será denominada el "INMUEBLE CUATRO (4)" en adelante en el presente contrato:

INMUEBLE CUATRO (4)

"RUSTICA: Parcela número ciento cuatro (104), radicada en el Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida de cinco cuerdas (5.0000 cdas.) equivalentes a una (1) hectárea, noventa y seis (96) áreas, y sesenta (60) centiáreas. En lindes, por el

NORTE, con las parcelas número ciento doce (112) y ciento trece (113) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela; por el SUR, con la parcela número ciento nueve (109) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela; por el ESTE, con la sucesión Morales Díaz; y por el OESTE, con la parcela número cuarenta y tres (43) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela."

El INMUEBLE CUATRO (4) está inscrito al folio doscientos setenta y siete (277) del tomo quinientos diez (510) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil ochocientos treinta y ocho (18,838).

El FIDEICOMISO adquirió el INMUEBLE CUATRO (4), mediante cesión y transferencia que le hiciera BAHIA BONITA al FIDEICOMISO mediante la ESCRITURA 34, presentada el día veintiséis (26) de agosto de dos mil nueve (2009) al asiento novecientos (900) del diario setecientos sesenta y ocho (768) de Cabo Rojo, Sección de San Germán del Registro y vuelta a presentar el día veintisiete (27) de noviembre de dos mil veintidós (2022), al asiento dos mil veintidós guión uno cinco uno seis uno tres guión SG cero uno (2022-151613-SG01) del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

Según el Registro, el INMUEBLE CUATRO (4), por su procedencia, está libre de cargas y gravámenes.

Según el Registro, por sí, el INMUEBLE CUATRO (4) está sujeto a:

(a) Condiciones Restrictivas, constituidas mediante la escritura número ciento treinta y tres (133), otorgada en Mayaguez, Puerto Rico, el día veinte (20) de noviembre de dos mil tres (2003), ante el notario público Luis Roberto Santos, inscrita al folio ciento veinticuatro (124) del tomo ochocientos cuarenta y tres (843) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil ochocientos treinta y ocho (18,838), inscripción tercera (3ra.);

J.O.F.R. I.V.G. I.V.G.

(b) Hipoteca en garantía de un pagaré a favor del portador, o a su orden, por la suma de principal de un millón quinientos setenta y un mil cuatrocientos veintiocho dólares con cincuenta y cuatro centavos ($1,571,428.54), de los cuales el INMUEBLE CINCO (5) responde por ciento cuarenta y dos mil ochocientos cincuenta y siete dólares con catorce centavos ($142,857.14), sin intereses, vencedero a la presentación, constituida la hipoteca mediante la escritura número cincuenta y nueve (59) otorgada en Mayaguez, Puerto Rico, el día seis (6) de abril de dos mil cuatro (2004), ante el notario público Luis Roberto Santos, e inscrita al folio ciento veinticuatro (124) del tomo ochocientos cuarenta y tres (843) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil ochocientos treinta y ocho (18,838), inscripción quinta (5ta.); y

(c) Hipoteca en garantía de un pagaré a favor de PEMARIS y Fernando Alberto Diez Antongiorgi, o a su orden, por la suma principal de un millón ochocientos mil dólares ($1,800,000), respondiendo el INMUEBLE CUATRO (4) por doscientos mil dólares ($200,000), sin intereses, vencedero en cinco (5) años, constituida la hipoteca mediante la escritura número treinta y cinco (35), otorgada en Mayaguez, Puerto Rico, el día dieciocho (18) de agosto de dos mil nueve (2009), ante el notario público Luis Roberto Santos, presentada el día veintiséis (26) de agosto de dos mil nueve (2009), al asiento novecientos uno (901), del diario setecientos sesenta y ocho (768) de Cabo Rojo, Sección de San Germán del Registro y vuelta a presentar el día veintidós (22) de noviembre de dos mil veintidós (2022), al asiento dos mil veintidós guión uno cinco uno seis dos tres guión SG cero uno (2022-151623-SG01 del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

El número de catastro asignado por CRIM al INMUEBLE CUATRO (4) es el cuatrocientos dos guión cero cero nueve guión trescientos veintisiete guión ochenta y dos guión cero cero cero (402-009-327-82-000).

QUINTO: El FIDEICOMISO es dueño en pleno y absoluto dominio y tiene la posesión quieta y pacífica de una (1) parcela de terreno localizada en Boquerón, Cabo Rojo, Puerto Rico, la cual tiene la siguiente descripción legal según el Registro y la cual será denominada el "INMUEBLE CINCO (5)" en adelante en el presente contrato:

INMUEBLE CINCO (5)

"RUSTICA: Parcela número ciento diez (110), radicada en el Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida de cinco cuerdas (5.0000 cdas.) equivalentes a una (1) hectárea, noventa y seis (96) áreas, y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número ciento nueve (109) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela; por el SUR, con la parcela número ciento once (111) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela; por el ESTE, con la sucesión Morales Díaz; y por el OESTE, con la parcela número cuarenta y cinco (45) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela."

J.D.F.R.
E.V.G.
I.V.G.

El INMUEBLE CINCO (5) está inscrito al folio trece (13) del tomo quinientos once (511) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil ochocientos cuarenta y cuatro (18,844).

El FIDEICOMISO adquirió el INMUEBLE CINCO (5), mediante cesión y transferencia que le hiciera BAHIA BONITA al FIDEICOMISO mediante la ESCRITURA 34, presentada el día veintiséis (26) de agosto de dos mil nueve (2009) al asiento novecientos (900) del diario setecientos sesenta y ocho (768) de Cabo Rojo, Sección de San Germán del Registro y vuelta a presentar el día veintisiete (27) de noviembre de dos mil veintidós

(2022), al asiento dos mil veintidós guión uno cinco uno seis uno tres guión SG cero uno (2022-151613-SG01) del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

Según el Registro, el INMUEBLE CINCO (5), por su procedencia, está libre de cargas y gravámenes.

Según el Registro, por sí, el INMUEBLE CINCO (5) está sujeto a:

(a) Condiciones Restrictivas, constituidas mediante la escritura número ciento treinta y tres (133), otorgada en Mayaguez, Puerto Rico, el día veinte (20) de noviembre de dos mil tres (2003), ante el notario público Luis Roberto Santos, inscrita al folio ciento treinta y nueve (139) del tomo ochocientos cuarenta y tres (843) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil ochocientos cuarenta y cuatro (18,844), inscripción tercera (3ra.);

(b) Hipoteca en garantía de un pagaré a favor del portador, o a su orden, por la suma de principal de un millón quinientos setenta y un mil cuatrocientos veintiocho dólares con cincuenta y cuatro centavos ($1,571,428.54), de los cuales el INMUEBLE CINCO (5) responde por ciento cuarenta y dos mil ochocientos cincuenta y siete dólares con catorce centavos ($142,857.14), sin intereses, vencedero a la presentación, constituida la hipoteca mediante la escritura número cincuenta y nueve (59) otorgada en Mayaguez, Puerto Rico, el día seis (6) de abril de dos mil cuatro (2004), ante el notario público Luis Roberto Santos, e inscrita al folio ciento treinta y nueve (139) del tomo ochocientos cuarenta y tres (843) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil ochocientos cuarenta y cuatro (18,844), inscripción quinta (5ta.); y

(c) Hipoteca en garantía de un pagaré a favor de PEMARIS y Fernando Alberto Diez Antongiorgi, o a su orden, por la suma principal de un millón ochocientos mil dólares ($1,800,000), respondiendo el INMUEBLE CINCO (5) por doscientos mil dólares ($200,000), sin intereses, vencedero en cinco (5) años, constituida la hipoteca mediante la escritura número treinta y cinco (35), otorgada en Mayaguez, Puerto Rico, el día dieciocho (18) de agosto de dos mil nueve (2009), ante el notario público Luis Roberto Santos, presentada el día veintiséis (26) de agosto de dos mil nueve (2009), al asiento novecientos uno (901), del diario setecientos sesenta y ocho (768) de Cabo Rojo, Sección de San Germán del Registro y vuelta a presentar el día veintidós (22) de noviembre de dos mil veintidós (2022), al asiento dos mil veintidós guión uno cinco uno seis dos tres guión SG cero uno (2022-151623-SG01 del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

6.D.F.R.
I.V.G.
I.V.G.
AEP

El número de catastro asignado por el CRIM al INMUEBLE CINCO (5) es el cuatrocientos dos guión cero cero nueve trescientos veintisiete guión ochenta y siete guión cero cero cero (402-009-327-87-000).

SEXTO: El FIDEICOMISO es dueño en pleno y absoluto dominio y tiene la posesión quieta y pacífica de una (1) parcela de terreno localizada en Boquerón, Cabo Rojo, Puerto Rico, la cual tiene la siguiente descripción legal según el Registro y la cual será denominada el "INMUEBLE SEIS (6)" en adelante en el presente contrato:

INMUEBLE SEIS (6)

"RUSTICA: Parcela número ciento once (111), radicada en el Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida de cinco cuerdas (5.0000 cdas.) equivalentes a una (1) hectárea, noventa y seis (96) áreas, y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número ciento diez (110) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela; por el SUR, con la parcela número cincuenta y ocho (58) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela; por el ESTE, con la sucesión Morales Díaz; y por el OESTE, con la parcela número cuarenta y seis (46) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela."

El INMUEBLE SEIS (6) está inscrito al folio diecinueve (19) del tomo quinientos once (511) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil ochocientos cuarenta y cinco (18,845).

El FIDEICOMISO adquirió el INMUEBLE SEIS (6), mediante cesión y transferencia que le hiciera BAHIA BONITA al FIDEICOMISO mediante la ESCRITURA 34, presentada el día veintiséis (26) de agosto de dos mil nueve (2009) al asiento novecientos (900) del diario setecientos sesenta y ocho (768) de Cabo Rojo, Sección de San Germán del Registro y vuelta a presentar el día veintisiete (27) de noviembre de dos mil veintidós (2022), al asiento dos mil veintidós guión uno cinco uno seis uno tres guión SG cero uno (2022-151613-SG01) del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

J.F.R.

Según el Registro, el INMUEBLE SEIS (6), por su procedencia, está libre de cargas y gravámenes.

I.V.G.

I.V.G.

Según el Registro, por sí, el INMUEBLE SEIS (6) está sujeto a:

(a) Hipoteca en garantía de un pagaré a favor del portador, o a su orden, por la suma de principal de un millón quinientos setenta y un mil cuatrocientos veintiocho dólares con cincuenta y cuatro centavos ($1,571,428.54), de los cuales el INMUEBLE SEIS (6) responde por ciento cuarenta y dos mil ochocientos cincuenta y siete dólares con catorce centavos ($142,857.14), sin intereses, vencedero a la presentación, constituida la hipoteca mediante la escritura número cincuenta y nueve (59) otorgada en Mayaguez, Puerto Rico, el día seis (6) de abril de dos mil cuatro (2004), ante el notario público Luis Roberto Santos, e inscrita al folio uno (1) del tomo ochocientos cincuenta y siete (857)

de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil ochocientos cuarenta y cinco (18,845), inscripción cuarta (4ta.); y

(b) Hipoteca en garantía de un pagaré a favor de PEMARIS y Fernando Alberto Diez Antongiorgi, o a su orden, por la suma principal de un millón ochocientos mil dólares ($1,800,000), respondiendo el INMUEBLE SEIS (6) por doscientos mil dólares ($200,000), sin intereses, vencedero en cinco (5) años, constituida la hipoteca mediante la escritura número treinta y cinco (35), otorgada en Mayaguez, Puerto Rico, el día dieciocho (18) de agosto de dos mil nueve (2009), ante el notario público Luis Roberto Santos, presentada el día veintiséis (26) de agosto de dos mil nueve (2009), al asiento novecientos uno (901), del diario setecientos sesenta y ocho (768) de Cabo Rojo, Sección de San Germán del Registro y vuelta a presentar el día veintidós (22) de noviembre de dos mil veintidós (2022), al asiento dos mil veintidós guión uno cinco uno seis dos tres guión SG cero uno (2022-151623-SG01 del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

El número de catastro asignado por el CRIM al INMUEBLE SEIS (6) es el cuatrocientos dos guión cero diecinueve guión trescientos veintisiete guión ochenta y ocho guión cero cero cero (402-019-327-88-000).

SÉPTIMO: El FIDEICOMISO es dueño en pleno y absoluto dominio y tiene la posesión quieta y pacífica de una (1) parcela de terreno localizada en Boquerón, Cabo Rojo, Puerto Rico, la cual tiene la siguiente descripción legal según el Registro y la cual será denominada el "INMUEBLE SIETE (7)" en adelante en el presente contrato:

> "RUSTICA: Parcela número cuarenta y seis (46) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas y en lindes, por el NORTE, con la parcela número cuarenta y cinco (45) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela; por el SUR, con la parcela número cuarenta y siete (47) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela; por el ESTE, con la parcela número ciento once (111) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela; y por el OESTE, con la parcela número ocho (8) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela."

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El INMUEBLE SIETE (7) está inscrito al folio sesenta y tres (63) del tomo ciento sesenta y seis (166) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos noventa y cuatro (18,794), inscripción cuarta (4ta.).

El FIDEICOMISO adquirió el INMUEBLE SIETE (7), por cesión y transferencia que le hiciera BAHIA BONITA al FIDEICOMISO mediante la ESCRITURA 34, presentada el día veintiséis (26) de agosto de dos mil nueve (2009) al asiento novecientos (900) del diario

setecientos sesenta y ocho (768) de Cabo Rojo, Sección de San Germán del Registro y vuelta a presentar el día veintisiete (27) de noviembre de dos mil veintidós (2022), al asiento dos mil veintidós guión uno cinco uno seis uno tres guión SG cero uno (2022-151613-SG01) del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

Según el Registro, el INMUEBLE SIETE (7), por su procedencia, está libre de cargas y gravámenes.

Según el Registro, por sí, el INMUEBLE SIETE (7) está sujeto a:

(a) Condiciones Restrictivas, constituidas mediante la escritura número ciento treinta y tres (133), otorgada en Mayaguez, Puerto Rico, el día veinte (20) de noviembre de dos mil tres (2003), ante el notario público Luis Roberto Santos, inscrita al folio ciento setenta y ocho (178) del tomo ochocientos cuarenta y uno (841) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos noventa y cuatro (18,794), inscripción tercera (3ra.);

(b) Hipoteca en garantía de un pagaré a favor del portador, o a su orden, por la suma de principal de un millón quinientos setenta y un mil cuatrocientos veintiocho dólares con cincuenta y cuatro centavos ($1,571,428.54), de los cuales el INMUEBLE SIETE (7) responde por ciento cuarenta y dos mil ochocientos cincuenta y siete dólares con catorce centavos ($142,857.14), sin intereses, vencedero a la presentación, constituida la hipoteca mediante la escritura número cincuenta y nueve (59) otorgada en Mayaguez, Puerto Rico, el día seis (6) de abril de dos mil cuatro (2004), ante el notario público Luis Roberto Santos, e inscrita al folio ciento setenta y ocho (178) del tomo ochocientos cuarenta y uno (841) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos noventa y cuatro (18,794), inscripción quinta (5ta.); y

(c) Hipoteca en garantía de un pagaré a favor de PEMARIS y Fernando Alberto Diez Antongiorgi, o a su orden, por la suma principal de un millón ochocientos mil dólares ($1,800,000), respondiendo el INMUEBLE SIETE (7) por doscientos mil dólares ($200,000), sin intereses, vencedero en cinco (5) años, constituida la hipoteca mediante la escritura número treinta y cinco (35), otorgada en Mayaguez, Puerto Rico, el día dieciocho (18) de agosto de dos mil nueve (2009), ante el notario público Luis Roberto Santos, presentada el día veintiséis (26) de agosto de dos mil nueve (2009), al asiento novecientos uno (901), del diario setecientos sesenta y ocho (768) de Cabo Rojo, Sección de San Germán del Registro y vuelta a presentar el día veintidós (22) de noviembre de dos mil veintidós (2022), al asiento dos mil veintidós guión uno cinco uno seis dos tres guión SG cero uno (2022-151623-SG01 del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

El número de catastro asignado por el CRIM al INMUEBLE SIETE (7) es el cuatrocientos dos guión cero diecinueve guión trescientos veintisiete guión ochenta y nueve guión cero cero cero (402-019-327-89-000).

OCTAVO: El INMUEBLE UNO (1), el INMUEBLE DOS (2), el INMUEBLE TRES (3), el INMUEBLE CUATRO (4), el INMUEBLE CINCO (5), el INMUEBLE SEIS (6) y el INMUEBLE SIETE (7) serán denominados los "INMUEBLES" en adelante, en conjunto en el presente contrato.

NOVENO: El FIDEICOMISO, BAHIA BONITA e ILLIANEDMARIS serán denominados los "VENDEDORES" en adelante, en conjunto en el presente contrato.

DÉCIMO: Mediante el presente contrato y sin necesidad de documento, trámite o acto adicional alguno, los VENDEDORES se comprometen y obligan irrevocablemente a vender los INMUEBLES a la COMPRADORA y la COMPRADORA se compromete y obliga irrevocablemente a comprarle los INMUEBLES a los VENDEDORES, según los términos y condiciones del presente contrato.

UNDÉCIMO: La(s) escritura(s) de compraventa de los INMUEBLES en virtud del presente contrato (la(s) "ESCRITURA(S) DE COMPRAVENTA") se otorgará(n) ante un notario público escogido por la COMPRADORA.

DUODÉCIMO: El precio de compraventa de cada uno de los INMUEBLES será OCHOCIENTOS MIL DÓLARES ($800,000) pagaderos de la siguiente forma, y el mismo no estará sujeto a condición o ajuste de clase alguna:

AL FIDEICOMISO, EN PAGO DEL INMUEBLE DOS (2), EL INMUEBLE TRES (3), EL INMUEBLE CUATRO (4), EL INMUEBLE CINCO (5), EL INMUEBLE SEIS (6) Y EL INMUEBLE SIETE (7):

12.1. La suma de DOSCIENTOS CUARENTA MIL DÓLARES ($240,000) ha sido entregada al CORREDOR por la COMPRADORA simultáneamente con el otorgamiento del presente contrato para ser retenida a nombre del FIDEICOMISO en plica o "escrow", como depósito de buena fe, y, por dicha suma, el CORREDOR otorga en este acto el más eficaz recibo y formal carta de pago a favor de la COMPRADORA. De dicha suma de DOSCIENTOS CUARENTA MIL DÓLARES ($240,000), CUARENTA MIL DÓLARES ($40,000) corresponden al INMUEBLE DOS (2), CUARENTA MIL DÓLARES ($40,000) corresponden al INMUEBLE TRES (3), CUARENTA MIL DÓLARES ($40,000) corresponden al INMUEBLE CUATRO (4), CUARENTA MIL DÓLARES ($40,000) corresponden al INMUEBLE CINCO (5), CUARENTA MIL DÓLARES corresponden al INMUEBLE SEIS (6) y CUARENTA MIL DÓLARES ($40,000) corresponden al INMUEBLE SIETE (7). Dicha suma será entregada por el CORREDOR al FIDEICOMISO simultáneamente con el otorgamiento de la ESCRITURA DE COMPRAVENTA. Si la ESCRITURA DE COMPRAVENTA no puede otorgarse por razones atribuibles al FIDEICOMISO, dicha suma será devuelta por el CORREDOR a la COMPRADORA, sin intereses.

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12.2. El resto del precio de compraventa correspondiente a los INMUEBLES propiedad del FIDEICOMISO, es decir, la suma de CUATRO MILLONES QUINIENTOS SESENTA MIL DÓLARES ($4,560,000), será pagado en su totalidad por la COMPRADORA al FIDEICOMISO, mediante cheque de gerente, simultáneamente con el otorgamiento de la ESCRITURA DE COMPRAVENTA correspondiente a los INMUEBLES propiedad del FIDEICOMISO. De dicha suma de CUATRO MILLONES QUINIENTOS SESENTA MIL DÓLARES ($4,560,000), SETECIENTOS SESENTA MIL DÓLARES ($760,000) corresponden al INMUEBLE DOS (2), SETECIENTOS SESENTA MIL DÓLARES ($760,000) corresponden al INMUEBLE TRES (3), SETECIENTOS SESENTA MIL DÓLARES ($760,000) corresponden al INMUEBLE CUATRO (4), SETECIENTOS SESENTA MIL DÓLARES corresponden al INMUEBLE CINCO (5), SETECIENTOS SESENTA MIL DÓLARES corresponden al INMUEBLE SEIS (6) y SETECIENTOS SESENTA MIL DÓLARES corresponden al INMUEBLE SIETE (7).

A BAHIA BONITA/ILLIANEDMARIS, EN PAGO DEL INMUEBLE UNO (1):

12.3. La suma de CUARENTA MIL DÓLARES ($40,000) ha sido entregada al CORREDOR por la COMPRADORA simultáneamente con el otorgamiento del presente contrato para ser retenida a nombre de BAHIA BONITA/ ILLIANEDMARIS en plica o "escrow", como depósito de buena fe, y, por dicha suma, el CORREDOR otorga en este acto el más eficaz recibo y formal carta de pago a favor de la COMPRADORA. Dicha suma será entregada por el CORREDOR a BAHIA BONITA/ ILLIANEDMARIS simultáneamente con el otorgamiento de la ESCRITURA DE COMPRAVENTA. Si la ESCRITURA DE COMPRAVENTA no puede otorgarse por razones atribuibles a BAHIA BONITA/ ILLIANEDMARIS, dicha suma será devuelta por el CORREDOR a la COMPRADORA, sin intereses.

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12.4. El resto del precio de compraventa correspondiente al INMUEBLE propiedad de BAHIA BONITA/ ILLIANEDMARIS, es decir, la suma de SETECIENTOS SESENTA MIL DÓLARES ($760,000), será pagada en su totalidad por la COMPRADORA a BAHIA BONITA/ ILLIANEDMARIS, mediante cheque de gerente, simultáneamente con el otorgamiento de la ESCRITURA DE COMPRAVENTA correspondiente al INMUEBLE propiedad de BAHIA BONITA/ ILLIANEDMARIS.

DÉCIMO TERCERO: Al otorgarse la(s) ESCRITURA(S) DE COMPRAVENTA, los VENDEDORES traspasarán a la COMPRADORA título en pleno y absoluto dominio sobre los INMUEBLES, y la posesión de los mismos, libre de cargas, gravámenes y

ocupantes, excepto las condiciones restrictivas antes mencionadas en el presente contrato.

DÉCIMO CUARTO: Antes del otorgamiento de las ESCRITURA(S) DE COMPRAVENTA, o simultáneamente con dicho otorgamiento, los VENDEDORES cancelarán todas las cargas y gravámenes que graven los INMUEBLES, si alguno, excepto las condiciones restrictivas antes mencionadas en el presente contrato. Las escrituras públicas de cancelación de dichas cargas y gravámenes se otorgarán ante un notario público escogido por la COMPRADORA. Los honorarios notariales, sellos, comprobantes y derechos de inscripción de dicha(s) escritura(s) de cancelación, si alguna, serán por cuenta y cargo de los VENDEDORES.

DÉCIMO QUINTO: Según antes se ha expresado, las ESCRITURA(S) DE COMPRAVENTA se otorgarán ante un notario público escogido por la COMPRADORA. Los honorarios notariales, sellos en el original y primera copia certificada y derechos de inscripción de las ESCRITURA(S) DE COMPRAVENTA serán por cuenta y cargo de la COMPRADORA.

DÉCIMO SEXTO: Las ESCRITURA(S) DE COMPRAVENTA se otorgarán dentro de los treinta (30) días calendario siguientes a lo último que ocurra de los siguientes eventos:

16.1. La ESCRITURA 34 sea subsanada para asignarle a cada una de las parcelas que fueron cedidas y traspasadas por BAHIA BONITA al FIDEICOMISO un valor de cesión y traspaso;

16.2. La ESCRITURA 34 sea subsanada de modo que las descripciones legales de los INMUEBLES que fueron cedidos y traspasados por BAHIA BONITA al FIDEICOMISO, coincidan con las descripciones legales que surgen del Registro y para que comparezca PEMARIS, aceptando su designación como fiduciaria del FIDEICOMISO;

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16.3. Se restituya como corporación activa a BAHIA BONITA;

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16.4. PEMARIS ratifique su aceptación al cargo de fiduciaria del FIDEICOMISO, ya que ella no compareció a la ESCRITURA 34;

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16.5. Se verifique mediante testamento o resolución del Tribunal en Declaratoria de Herederos, que la única heredera de Francisco Vega Montalvo es ILLIANEDMARIS; y

16.6. Se obtenga la planilla de caudal relicto y el relevo del Departamento de Hacienda de Puerto Rico del caudal relicto de Francisco Vega Montalvo.

Los actos numerados en los incisos 16.1. al 16.6., ambos inclusive, del presente contrato deberán ser ante un notario público aceptable a los VENDEDORES.

DÉCIMO SÉPTIMO: Los VENDEDORES reconocen que se incurrirá en gastos para poder cumplir con todo lo provisto en el párrafo DÉCIMO SEXTO, *supra*. Mediante el presente contrato, los VENDEDORES autorizan al CORREDOR a desembolsar hasta un máximo de TREINTA MIL DÓLARES ($30,000) para cubrir dichos gastos. Será necesario proveer evidencia de gastos incurridos y o facturas a tales efectos al CORREDOR quien hará los desembolsos necesarios. El pago de gastos a realizarse en virtud de este párrafo DÉCIMO SÉPTIMO se hará por gastos incurridos durante la vida del presente contrato y previo al otorgamiento de la(s) ESCRITURA(s) DE COMPRAVENTA.

DÉCIMO OCTAVO: En o antes del otorgamiento de la(s) ESCRITURA(S) DE COMPRAVENTA, los VENDEDORES otorgarán cuantos documentos sean necesarios para cancelar (i) la hipoteca constituida mediante la escritura número cincuenta y nueve (59) otorgada en Mayaguez, Puerto Rico, el día seis (6) de abril de dos mil cuatro (2004), ante el notario público Luis Roberto Santos, que grava los INMUEBLES; y (ii) la hipoteca constituida mediante la escritura número treinta y cinco (35), otorgada en Mayaguez, Puerto Rico, el día dieciocho (18) de agosto de dos mil nueve (2009), ante el notario público Luis Roberto Santos que grava los INMUEBLES. Estas cancelaciones serán hechas ante un notario público seleccionado por la COMPRADORA y pagado por los VENDEDORES. Todos los sellos, comprobantes y derechos de inscripción correspondientes al original y primera copia certificada de cada una de las escrituras de cancelación de las hipotecas antes mencionadas serán por cuenta y cargo de los VENDEDORES.

DÉCIMO NOVENO: El CORREDOR ha actuado como corredor e intermediario en la transacción objeto del presente contrato, en representación de la COMPRADORA, y sus honorarios por dichos servicios serán pagados por la COMPRADORA simultáneamente con el otorgamiento de cada una de las ESCRITURA(S) DE COMPRAVENTA. Dichos honorarios serán equivalentes al cinco por ciento (5%) del precio de compraventa de cada uno de los INMUEBLES. Los VENDEDORES no serán responsables del pago de comisión alguna al CORREDOR.

VIGÉSIMO: Las contribuciones sobre la propiedad inmueble y contribución especial (Ley 7), si alguna, correspondientes a los INMUEBLES serán por cuenta y cargo de los VENDEDORES hasta la fecha del otorgamiento de las ESCRITURA(S) DE COMPRAVENTA y por cuenta y cargo de la COMPRADORA a partir de entonces.

VIGÉSIMO PRIMERO: Al otorgarse la cada una de las ESCRITURA(S) DE COMPRAVENTA, la COMPRADORA comprará los INMUEBLES como están, donde están ("as are, where are"), descansando en su propia inspección de los INMUEBLES y no en representación alguna por parte de los VENDEDORES acerca de la condición física de los INMUEBLES, la posibilidad de su desarrollo y/o la posibilidad de obtener permisos, aprobaciones y/o endosos para su desarrollo y/o para construcciones en el mismo.

VIGÉSIMO SEGUNDO: Durante el término que transcurra entre la fecha del otorgamiento del presente contrato y la fecha de otorgamiento de las ESCRITURA(S) DE COMPRAVENTA, la COMPRADORA queda autorizada para gestionar la obtención de aprobaciones, permisos y endosos para el desarrollo en los INMUEBLES o parte(s) de los mismos de un proyecto residencial, recreacional y turístico y los VENDEDORES se comprometen a confirmar esta autorización por escrito si así se lo requiriere la COMPRADORA para presentar a las agencias y entidades gubernamentales o privadas correspondientes. Durante el referido término, la COMPRADORA y sus empleados, agentes y/o contratistas estarán autorizados a entrar a los INMUEBLES para hacer estudios, tomar medidas y examinarlos, en días y horas laborables. Todas las personas que entren a los INMUEBLES en virtud de la presente autorización serán responsable de los daños que allí sufran o causen. Todo empleado que entre a los INMUEBLES en virtud de esta autorización deberá estar cubierto por una póliza del Fondo del Seguro del Estado y/o, si aplicable, del Seguro Choferil. La COMPRADORA obtendrá, a su costo, póliza(s) de responsabilidad pública para cubrir daños sufridos o causados en los INMUEBLES por las personas que entren a los mismos durante el referido término, en virtud de la presente autorización. Los VENDEDORES será co-asegurada en dicha(s) póliza(s) y las mismas serán por una cubierta mínima de UN MILLÓN DE DÓLARES ($1,000,000) por ocurrencia.

VIGÉSIMO TERCERO: Si alguna clausula o disposición del presente contrato fuere declarada nula por algún organismo con la debida jurisdicción y competencia, entonces el resto del contrato permanecerá en pleno vigor y efecto.

VIGÉSIMO CUARTO: En el presente contrato se usan indistintamente el plural y el singular, así como el masculino, el femenino, el neutro y los demás géneros.

VIGÉSIMO QUINTO: Las partes comparecientes se someten a la jurisdicción exclusiva del Tribunal General de Justicia del Estado Libre Asociado de Puerto Rico en caso de cualquier reclamación o litigio relacionado con el presente contrato y/o la transacción objeto del mismo.

VIGÉSIMO SEXTO: El presente contrato será interpretado según las leyes de Puerto Rico y gobernado por las mismas.

VIGÉSIMO SÉPTIMO: Este contrato no podrá modificarse verbalmente y solo podrá ser modificado mediante documento firmado por todas las partes aquí comparecientes.

VIGÉSIMO OCTAVO: La obligación de la COMPRADORA de comprar los INMUEBLES a tenor con el presente contrato no está condicionada en forma alguna a la obtención de financiamiento y la COMPRADORA representa y garantiza que cuenta con los fondos necesarios para el pago del precio de compraventa de los INMUEBLES.

VIGÉSIMO NOVENO: Las notificaciones entre las partes en virtud del presente contrato deberán ser por escrito y enviadas por correo electrónico y por correo regular,

con copias por correo certificado con acuse de recibo, a las siguientes direcciones de las partes:

A LOS VENDEODRES:

FIDEICOMISO I.V.G.

PO Box 981
Barceloneta, PR 00617
Atención: Pemaris González Suárez

ILLIANEDMARIS VEGA GONZALEZ

PO Box 981
Barceloneta, PR 00617

BAHIA BONITA, INC.

PO Box 981
Barceloneta, PR 00617
Atención: Pemaris González Suárez

A LA COMPRADORA:

CABO ROJO LAND ACQUISITION LLC
733 Third Avenue
New York, NY 10017
Atención: Eileen Sawyer
Correo electrónico: roberto.ruiz@ccgc.com.do

AL CORREDOR:

Calle Cádiz 1218
Puerto Nuevo
San Juan, PR 00920
Atención: José Enrique Pérez Cruz
Correo electrónico: passportre@gmail.com

A PEMARIS:

PO Box 981
Barceloneta, PR 00617

TRIGÉSIMO: Las partes comparecientes reconocen y acuerdan que el otorgamiento del presente contrato, el precio de compraventa de los INMUEBLES, y los demás términos y condiciones contemplados en este contrato constituyen y deben considerarse información confidencial y no serán divulgados a terceras personas sin el expreso consentimiento escrito de las otras partes.

TRIGÉSIMO PRIMERO: El presente contrato podrá ser otorgado en contrapartes ("counterparts") y, una vez que todas las partes hayan firmado al menos una contraparte, todas las contrapartes formarán un solo contrato.

Y PARA QUE ASI CONSTE, las partes suscriben y otorgan el presente contrato, libre y voluntariamente, con el ánimo de quedar legalmente vinculadas y obligadas en virtud del mismo, en San Juan, Puerto Rico, en la fecha que aparece en el encabezamiento del presente contrato.

Los VENDEDORES

FIDEICOMISO I.V.G.

Por: Pemaris González Suárez
Fiduciaria

Illianedmaris Vega González

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I.V.G.

BAHIA BONITA, INC.

Pemaris González Suárez

Por: Illianedmaris Vega González
Representante Autorizada

La COMPRADORA

CABO ROJO LAND ACQUISITION LLC

Por: Gladys Omayra Fontanez Reyes
Representante Autorizada

El CORREDOR

José Enrique Pérez Cruz

Afidávit Número: 4528

Reconocido y suscrito ante mí por Pemaris González Suárez, en su carácter de fiduciaria del Fideicomiso I.V.G. y en su carácter personal, mayores de edad, soltera, propietaria y vecina de Cabo Rojo, Puerto Rico, a quien conozco personalmente. En San Juan, Puerto Rico, hoy dos (2) de octubre de dos mil veintitrés (2023).





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Afidávit Número: 4529

Reconocido y suscrito ante mí por Illianedmaris Vega González, en su carácter de Representante Autorizada de Bahía Bonita, Inc. y en su carácter personal, mayor de edad, soltera, propietaria y vecina de Barceloneta, Puerto Rico, a quien conozco personalmente. En San Juan, Puerto Rico, hoy dos (2) de octubre de dos mil veintitrés (2023).





Notario Público

Afidávit Número: 4530

Reconocido y suscrito ante mí por José Enrique Pérez Cruz, mayor de edad, casado, corredor de bienes raíces y vecino de Bayamón, Puerto Rico, a quien conozco personalmente. En San Juan, Puerto Rico, hoy dos (2) de octubre de dos mil veintitrés (2023).





Notario Público

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I.V.G.

Afidávit Número: 4531

Reconocido y suscrito ante mí por Gladys Omayra Fontanez Reyes, mayor de edad, soltera, abogada y vecina de San Juan, Puerto Rico en su carácter de Representante Autorizada de Cabo Rojo Land Acquisition LLC, a quien conozco personalmente. En San Juan, Puerto Rico, hoy dos (2) de octubre de dos mil veintitrés (2023).





Notario Público

Oriental

PO BOX 195115
SAN JUAN PR 00919-5115

Manager's Check
CHECK NO. **220667090**

101-7141
2215

PAY ONLY $280000.00 CTSCTS

DATE September 27, 2023
AMOUNT *****$280,000.00

Over $10,000 requires two signatures

■ TWO HUNDRED EIGHTY THOUSAND DOLLARS AND ZERO CENTS **********

Pay to the Order of: **JOSE E. PEREZ CRUZ**

NON-NEGOTIABLE
CUSTOMER COPY

MEMO: OPTION TO PURCHASE (20220562767-COM)

THE FACE OF THIS CHECK IS PRINTED GREEN-THE BACK CONTAINS A SIMULATED WATERMARK

Oriental

PO BOX 195115
SAN JUAN PR 00919-5115

Manager's Check
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101-7141
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Pay to the Order of: **JOSE E. PEREZ CRUZ**

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

MEMO: OPTION TO PURCHASE (20220562767-COM)

⑈220667090⑈ ⑆221571415⑆ 9811800999⑈

Oriental

PO BOX 195115
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AUTHORIZED SIGNATURE

MEMO: OPTION TO PURCHASE (20220562767-COM)

⑈220667090⑈ ⑆221571415⑆ 981180099⑈

---**I HEREBY CERTIFY** that the first certified copy of this Deed has been issued in favor of Buyer on the same date and place of the execution hereof. **I ATTEST.**----------

NOTARY

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

6.D.F.R.

----------**DEED NUMBER THIRTY-EIGHT (38)**----------

----------**PURCHASE AND SALE** ----------

---In San Juan, Puerto Rico, on this twenty-eighth (28th) day of November, two thousand twenty-three (2023)----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with offices and residence in San Juan, Puerto Rico,----------

----------**APPEAR**----------

---AS THE PARTY OF THE FIRST PART: **LAE PROPERTIES L.L.C.** a limited liability company organized, existing and in good standing under the laws of the Commonwealth of Puerto Rico, represented herein by its President, Edward Ruiz Noriega, who is of legal age, single, business executive and resident of Cabo Rojo, Puerto Rico, whose authority to represent Seller herein arises from a Certificate of Resolution executed in San Juan, Puerto Rico, on November twenty (20), two thousand twenty-three (2023), by Betsy Marena Irizarry-Zambrana, as Secretary of Seller, under affidavit number twenty-three thousand seven hundred sixty five (23,765) of Notary Luis Roberto Santos Montalvo. I hereby certify that I have examined the original of the aforesaid Certificate of Resolution of LAE Properties L.L.C., and that, in my opinion, it is adequate and sufficient, and complies with all legal requirements needed to authorize Mr. Ruiz Noriega to appear herein on behalf of Seller. ----------

---AS THE PARTY OF THE SECOND PART: **CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "Buyer"), a limited liability company organized, existing and in good standing under the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, GLADYS OMAYRA FONTÁNEZ REYES, who is of legal age, single, attorney at law and resident of San Juan,

Puerto Rico, whose authority to represent Buyer in this Deed arises from a Certificate of Resolution of Buyer signed by Stephane Nahum, as Manager of Buyer, on November twenty-one (21), two thousand twenty-three (2023), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engines of the Department of State and the Office of Information Technology Services of the State of New York. I further certify that I have examined the aforesaid Certificate of Resolution of Buyer and that it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law, to authorize Ms. Fontánez Reyes to appear herein on behalf of Buyer.----------

---I, the Notary, do hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily ----------

----------**STATE AND AGREE**----------

---**FIRST:** Seller is the owner in fee simple title ("*pleno dominio*") and has the possession of the parcel of land described in the Spanish language as follows (hereinafter the "Property"): ----------

---"***RUSTICA:*** *Porción de terreno identificada como la parcela uno (1) en el correspondiente plano de mensura del agrimensor Frank Lozada Díaz, radicada en el Barrio Boquerón, del término municipal de Cabo Rojo, con una cabida superficial de veinte mil ciento setenta y dos metros cuadrados con ciento setenta y dos milésimas de otro (20,172.172 m.c.) (así surge), equivalentes a cinco cuerdas con mil sesenta y nueve diez milésimas de cuerda (5.1069 cdas.), la cual tiene un ancho de cincuenta y dos metros con ochenta y un centímetros (52.81 m.). En lindes, por el NORTE, en tres (3) alineaciones que suman cincuenta y tres metros con setecientos sesenta y cuatro milésimas de metro (53.764 m.), con el Mar Caribe; por el SUR, en una (1) alineación de cincuenta y dos metros con ochenta y un centímetros (52.81 m.), con la parcela número dieciséis (16), propiedad de Puerto Rico Farm Credit ACA; por el ESTE, en una distancia total de trescientos ochenta y cuatro punto cuarenta y tres metros (383.43 m.) (así surge), de la cual corresponden ciento setenta metros con doscientos cincuenta y una milésimas de metro (170.251 m.), con la mencionada servidumbre de paso de cinco (5) metros de la parcela número siete (7) propiedad de la Sucesión Quinino Merino*

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ABOGADO NOTARIO

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Pedrozo y en doscientos catorce metros con ciento setenta y nueve milésimas de metro (214.179 m.), con la parcela ciento ochenta (180) propiedad de Puerto Rico Farm Credit ACA; y por el OESTE, en una (1) alineación de trescientos setenta y cuatro metros con veinticuatro centímetros (374.24 m.), con la parcela setenta y nueve (79), propiedad de Playa Rústica LLC; y cuyo centroide de esta finca número dieciocho mil ochocientos dieciocho (18,818) bajo el sistema métrico de coordenadas Lambert NAD83 ES X= ciento dieciocho mil quinientos sesenta y ocho punto cero ocho (X=118,568.08); y Y=doscientos dieciocho mil cuatrocientos treinta y uno punto sesenta y cinco (Y=218,431.65). Como camino de acceso de la misma, la atraviesa por el medio un camino "Real" existente en tierra de trece metros (13 m.) de ancho de carácter privativo no municipal que conduce en dirección de Este a Oeste, el cual desemboca en el kilómetro uno punto nueve (1.9) de la carretera estatal treinta y tres cero uno (3301)." ----------

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---This is the legal description of the Property after the execution of Deed number twenty-seven (27), of rectification of the surface area of the Property, executed in Mayagüez, Puerto Rico on June twenty-six (26) two thousand twenty (2020), before Notary Luis Roberto Santos Montalvo, presented and pending recordation at the Registry at entry 2020-060788-SG01 of *Karibe*. ----------

---The Property is recorded at page 157 of volume 510 of Cabo Rojo, property number 18,818, Section of San Germán of the Registry of Property of Puerto Rico (the "Registry"). ----------

---The Property was acquired by Seller pursuant to deed number fifty (50), executed in Mayaguez, Puerto Rico, on October five (5), two thousand twenty (2020), before Notary Luis Roberto Santos Montalvo, filed and pending recordation at the Registry at entry 2021-043611-SG01 of *Karibe*. ----------

---The tax identification number ("*número de catastro*") assigned to the Property by the Municipal Revenues Collection Center ("CRIM") is 379-000-009-03-000. ----------

---The Property is subject to the following liens and/or encumbrances:---

---By its origin, the Property is subject to easements in favor of public utilities. ----------

---By itself, the Property is subject to the following liens and/or encumbrances: ----------

G.D.F.R.

-----A) Restrictive conditions of edification and use constituted by deed number seventy-three (73), executed in Mayagüez, Puerto Rico on February twenty-six (26), nineteen ninety (1990), before Notary Roberto M. García Rullán, recorded at page 157 of volume 510 of Cabo Rojo, Section of San Germán of the Registry, margin of first (1st) inscription (the "Permitted Encumbrance").----------

---**SECOND:** On March twenty-four (24), two thousand twenty-three (2023), Seller granted to Buyer's affiliate, PR Investco LLC ("PR Investco"), an option to purchase the Property, pursuant to Deed Number Twenty-two (22) of Option to Purchase Real Estate, executed in San Juan, Puerto Rico, before Notary María del Rosario Pujol Thompson (hereinafter, the "Deed of Option"). The term of the Option granted thereunder was extended by Deed Number Forty-Three (43), executed on September fifteen (15), two thousand twenty-three (2023) before the aforementioned Notary. The parties hereto acknowledge and agree that PR Investco has assigned to Buyer all of its rights and obligations under the Deed of Option, and that Buyer is the permitted assignee and successor of PR Investco thereunder.----------

----------**PURCHASE AND SALE**----------

---**THIRD:** Pursuant to the Deed of Option, Seller hereby sells, conveys and transfers fee simple title ("*pleno dominio*") to the Property and the possession thereof to Buyer, and Buyer hereby purchases from Seller fee simple title to the Property and the possession thereof, in accordance with the following ----------

----------**TERMS AND CONDITIONS**----------

-----One: The purchase price is the lump sum of TWO MILLION FIVE HUNDRED THOUSAND DOLLARS ($2,500,000) (hereinafter, the "Purchase Price"). ----------

-----Two: The Purchase Price is payable as follows: ----------

------(A) The sum of TWO HUNDRED FIFTY THOUSAND

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DOLLARS ($250,000) was paid by Buyer to Seller simultaneously with the execution of the Deed of Option, which amount has been credited in its entirety to the Purchase Price.----------

------(B) Concurrently with the execution of this Deed, Buyer has delivered to Seller the sum of ONE MILLION TWO HUNDRED-FIFTY THOUSAND DOLLARS ($1,250,000), which is being credited in its entirety to the Purchase Price. Said sum has been paid by Buyer to Seller by certified or manager's check to the order of Seller and Seller hereby acknowledges receipt thereof in form and substance acceptable to Buyer. ---After crediting the aforementioned sum to the Purchase Price, the balance of the Purchase Price is reduced to the sum of ONE MILLION DOLLARS ($1,000,000) (hereinafter, the "Deferred Purchase Price"). --

------(C) The Deferred Purchase Price shall be evidenced by a mortgage note (hereinafter the "Mortgage Note") issued on this same date by Buyer in the principal sum of ONE MILLION DOLLARS ($1,000,000), with interest per annum at the rate of five percent (5%), payable in two (2) annual installments of FIVE HUNDRED THOUSAND DOLLARS ($500,000) each, maturing on the first (1st) and second (2nd) anniversaries of the execution hereof. Said installments may be partially or totally paid in advance, at any time, without penalty, provided all partial payments in advance are applied first, to the interest then owed up to the date of the advanced payment, and the balance of the advanced payment after said interest, will be applied to the principal installment(s), in order of maturity.----------

---The Mortgage Note will be guaranteed by a first mortgage over the Property in the principal sum of ONE MILLION DOLLARS ($1,000,000), which will be constituted concurrently with the execution of this Deed. ----------

-----Three: This Deed entitles Buyer to the immediate possession of the Property, without any additional formality, document or request. --------

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-----Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of Seller and, thereafter, for the account of Buyer. ----------

-----Five: Seller hereby delivers to Buyer fee simple title ("*pleno dominio*") to the Property, vacant and free and clear of liens, encumbrances or defects, "as is, where is", subject only to the Permitted Encumbrance. ----------

-----Six: Buyer specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) Seller hereby sells and Buyer hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, vacant and free of liens and encumbrances, excepting the Permitted Encumbrance, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from Seller or any of Seller's agents employees, members, representatives, attorneys or brokers (each such party a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by Seller to Buyer. Buyer further acknowledges and agrees that Seller is under no duty to make any inquiry regarding any matter that may or may not be known to Seller or any Seller Affiliate. Upon execution of this Deed, Buyer shall assume the risk of adverse matters relating to adverse investigations, and Buyer, upon execution of this Deed, shall be deemed to have waived, relinquished and released Seller and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which Buyer might have asserted or alleged or may assert or allege in the future against Seller or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions,

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events, circumstances or matters regarding the Property. This Section shall survive the execution of this Deed. ----------

-----Seven: Seller represents and warrants to Buyer that, to the best of Seller's knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----Eight: The notarial fees, stamps on the original, stamps on the first certified copy and recording rights of this Deed in the Registry will be paid by Buyer.----------

-----Nine: This Deed will be interpreted in accordance with the laws of Puerto Rico and governed by them. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of the Commonwealth of Puerto Rico in the event of any litigation pursuant to this Deed. ----------

-----Ten: All notices to the parties pursuant to this Deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

----TO SELLER:----------

------LAE PROPERTIES L.L.C. ----------
------685 Avenida Santa Teresa Jornet----------
------Mayagüez, Puerto Rico 00682----------
------Attention: Edward Ruiz Noriega ----------
------Electronic Mail: laerentals@gmail.com ----------

----TO BUYER:

------CABO ROJO LAND ACQUISITION LLC----------
------733 Third Avenue ----------
------New York, NY 10017----------
------Attention: Eileen Sawyer----------
------Electronic Mail: roberto.ruiz@ccgc.com.do ----------

-----Eleven: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

-----Twelve: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or

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judicial order, the rest of this Deed will continue in full force and effect. -----Thirteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver whichever documents or instruments, public or private, necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any rectification deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of Buyer, except that each party shall bear the fees of their respective counsel.----------

---**THIRD:** The Notary advises Buyer as to the importance of filing the corresponding Change of Ownership Application at the CRIM, and to obtain before the execution of this Deed, a certification indicating whether the Property owes any sums related to property taxes. Under applicable law, Buyer is responsible for filing at the CRIM the corresponding application for Change of Ownership within thirty (30) days from the execution hereof. Buyer hereby declares that it is fully aware of the above-mentioned obligations and releases the authorizing Notary from this responsibility. ----------

----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ----------

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing

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Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstract was prepared by Capital Title Services Inc. and is dated November twenty (20), two thousand twenty-three (2023); ----------

-----(c) that subsequent to the date of such title abstract and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry as of the date of the title abstract. ----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification; ----------

-----(e) the right of the Buyer to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, *et seq.*;----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property; ----------

-----(h) of the importance of recording a copy of this Deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this Deed is not recorded at the Registry; ----------

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-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property; ----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations; ----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its contents. ----------

-----(l) of the need and consequences to the Seller of filing the *Planilla Informativas Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles* with the Puerto Rico Treasury Department; and ----------

-----(m) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et seq.*, is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Seller, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the seller and its agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they

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were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present Deed.----------

----------**READING, ACCEPTANCE AND EXECUTION** ----------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their initials on each page thereof.----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

JORGE A. MORALES CORDERO
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G.J.F.R.

OPTION AGREEMENT
CONTRATO DE OPCIÓN

This Option Agreement (this "**Agreement**") is executed in San Juan, Puerto Rico, on this sixteenth (16th) day of April, two thousand twenty four (2024),

Este Contrato de Opción (este "Contrato") se otorga en San Juan, Puerto Rico, en este día dieciséis (16) de abril de dos mil veinticuatro (2024), por y entre:

APPEAR:
COMPARECEN:

AS PARTY OF THE FIRST PART: RAFAEL FRANCISCO CARDONA DURAN (hereinafter "RAFAEL") and his wife, **MARIA DEL CARMEN ACEVEDO BLANCO (hereinafter "MARIA DEL CARMEN")**, both of legal age, married to each other, physician the first and property owner the second, and residents of San Juan, Puerto Rico. RAFAEL and MARIA DEL CARMEN will be jointly referred to hereinafter as **Sellers**;

DE LA PRIMERA PARTE: RAFAEL FRANCISCO CARDONA DURAN (en adelante "RAFAEL") *y su esposa* ***MARIA DEL CARMEN ACEVEDO BLANCO (en adelante "MARIA DEL CARMEN")****, ambos mayores de edad, casados entre sí, médico el primero y propietaria la segunda, y vecinos de San Juan, Puerto Rico. RAFAEL y MARIA DEL CARMEN serán llamados en conjunto, en adelante, los "****Vendedores****";*

G.O.F.R.
MCA

AS PARTY OF THE SECOND PART: CABO ROJO LAND ACQUISITION LLC (hereinafter "**Buyer**"), a limited liability company organized, existing and in good standing in accordance with the laws of the Commonwealth of Puerto Rico, represented herein by its authorized representative, MS. GLADYS OMAYRA FONTANEZ REYES, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this Agreement arises from Certificate of Resolution of CABO ROJO LAND ACQUISITION LLC signed by Eileen Sawyer in her capacity of Manager of CABO ROJO LAND ACQUISITION LLC, executed on March nineteen (19), two thousand twenty four (2024), in New York, New York, United States of America, before notary public Eric Orenstein; and

DE LA SEGUNDA PARTE: CABO ROJO LAND ACQUISITION LLC (en adelante la "Compradora")*, una compañía de responsabilidad limitada organizada, existente y en vigor según las leyes del Estado Libre Asociado de Puerto Rico, aquí representada por su representante autorizada, GLADYS OMAYRA FONTANEZ REYES, quien es mayor de edad, soltera, abogada y vecina de San Juan, Puerto Rico, cuya autoridad para representar a la Compradora en este contrato surge de Certificación de Resolución de Cabo Rojo Land Acquisition LLC suscrita por Eileen Sawyer, en su capacidad de Gerente de Cabo Rojo Land Acquisition LLC, el diecinueve (19) de marzo de dos mil veinticuatro (2024), en Nueva York, Estado de Nueva York, Estados Unidos de América, ante el notario público Eric Orenstein; y*

AS PARTY OF THE THIRD PART: Mister **JOSE ENRIQUE PEREZ CRUZ**, also known as José E. Pérez (hereinafter the **"Broker"**), who is of legal age, married, real estate broker, and resident of Bayamón, Puerto Rico; and

DE LA TERCERA PARTE: JOSÉ ENRIQUE PÉREZ CRUZ, *también conocido como José E. Pérez (en adelante el "**Corredor**"), quien es mayor de edad, casado, corredor de bienes raíces y vecino de Bayamón, Puerto Rico; y*

STATE AND AGREE:
EXPONEN Y CONVIENEN:

ONE: Sellers are the sole owners in fee simple title ("pleno dominio") and have the possession of the parcel of land described in the Registry of the Property, Section of San Germán (the "**Registry**"), in the Spanish Language as follows (hereinafter the "PROPERTY"):

UNO: *Los Vendedores son los dueños en pleno dominio y tienen la posesión de la parcela de terreno descrita en el Registro de la Propiedad de Puerto Rico, Sección de San Germán (el "**Registro**"), en el idioma español, como sigue (en adelante la "**PROPIEDAD**"):*

> **"RUSTICA:** Parcela número setenta y seis (76), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico. Tiene una cabida superficial de diecinueve mil seiscientos cincuenta y uno punto noventa y ocho (19,651.98) metros cuadrados. En linderos: por el NORTE, en una distancia de ciento veinte punto veinte (120.20) metros lineales, con la zona marítima y el Mar Caribe; por el SUR, en una distancia de setenta y dos punto ochenta y dos (72.82) metros lineales, con una servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela y que la separa de la parcela de Enrique Carlo Aymat; por el ESTE, en una distancia de doscientos catorce punto veinte (214.20) metros lineales, con una servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela y que la separa de la parcela número setenta y siete (77) de Eduardo Ruíz Valentín; y por el OESTE, en una distancia de ciento noventa y ocho punto setenta y seis (198.76) metros lineales, con una servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela y que la separa de la parcela número setenta y cinco (75) de Quirino Merino Pedroso."

G.D.F.R.
MLA

The PROPERTY is identified in the Registry with property number eighteen thousand eight hundred five (18,805), recorded at page seventy nine (79) of volume five hundred ten (510) of Cabo Rojo, of the San Germán Section of the Registry of the Property of Puerto Rico (hereinafter the "Registry").

La PROPIEDAD está identificada en el Registro con el número de finca dieciocho mil ochocientos cinco (18,805), inscrita al folio setenta y nueve (79) del tomo quinientos diez (510) de Cabo Rojo, de la Sección de San Germán del Registro de la Propiedad de Puerto Rico (en adelante el "Registro").

The PROPERTY was acquired by Sellers through deed number twenty nine (29), executed in Mayaguez, Puerto Rico, on April fourteen (14), two thousand twenty one (2021), before notary public Luis Roberto Santos Montalvo, presented for recording at entry two thousand twenty one dash zero four zero four zero five dash S G zero one (2021-040405-SG01) of the Karibe System of the Registry.

La PROPIEDAD fue adquirida por los Vendedores mediante escritura número veintinueve (29), otorgada en Mayaguez, Puerto Rico, el catorce (14) de abril de dos mil veintiuno (2021), ante el notario público Luis Roberto Santos Montalvo, presentada para su inscripción al asiento dos mil veintiuno guión cero cuatro cero cuatro cero cinco guión SG cero uno (2021-040405-SG01).

The property tax identification number of the PROPERTY is four hundred two dash zero zero zero dash zero zero four dash sixty seven dash zero zero zero (402-000-004-67-000).

El número de identificación de la PROPIEDAD para propósitos de impuestos es cuatrocientos dos guión cero cero cero guión cero cero cuatro guión sesenta y siete guión cero cero cero (402-000-004-67-000).

To the best of Sellers' knowledge, the PROPERTY is subject to the following liens and/or encumbrances:

Según el mejor conocimiento de los Vendedores, la PROPIEDAD está sujeta a las siguientes cargas y gravámenes:

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By its origin, the PROPERTY is free and clear of liens and encumbrances.

Por su procedencia, la PROPIEDAD está libre de cargas y gravámenes.

By itself, the PROPERTY is subject to the following liens and encumbrances, which shall be considered permitted encumbrances for purposes of this Agreement:

*Por sí, la PROPIEDAD está sujeta a las siguientes cargas y gravámenes, los cuales serán considerados gravámenes permitidos para propósitos del presente Contrato (los "**Gravámenes Permitidos**"):*

1.1. Restrictive covenants of edification and use, constituted as per deed number two hundred fifty one (251), of June one (1), nineteen hundred ninety (1990), executed in Mayaguez, Puerto Rico, before notary public Roberto M. García Rullán, recorded at page seventy nine (79) of volume five hundred ten (510) of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred five (18,805), on the margin of the first (1st) recording (the "**Permitted Encumbrance**").

Condiciones restrictivas de edificación y uso constituidas según escritura número doscientos cincuenta y uno (251), del uno (1) de junio de mil novecientos noventa (1990), otorgada en Mayaguez,

Puerto Rico, ante el notario público Roberto M. García Rullán, inscrita al folio setenta y nueve (79) del tomo quinientos diez (510) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil ochocientos cinco (18,805), al margen de la primera (1ra.) inscripción.

1.2. Mortgage guaranteeing a mortgage note in the principal sum of ONE HUNDRED FORTY THOUSAND DOLLARS ($140,000), to the order of its bearer or legal holder, with interest at ten percent (10%) per annum, due upon demand, constituted as per deed number two hundred sixty (260), executed in Mayaguez, Puerto Rico, on June one (1) nineteen hundred ninety (1990), before notary public Roberto M. García Rullán, recorded at the overleaf of page seventy nine (79) of volume five hundred ten (510) of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred five (18,805), second (2nd) recording (hereinafter the "**$140,000 Mortgage**"). The cancellation of the **$140,000 Mortgage** has been requested, as more fully explained in paragraph NINE of this Agreement.
*Hipoteca en garantía de un pagaré hipotecario por la suma principal de CIENTO CUARENTA MIL DÓLARES ($140,000), a la orden de su portador o tenedor legal, con intereses al diez por ciento (10%) anual, pagadero a la demanda, constituida según escritura número doscientos sesenta (260), otorgada en Mayaguez, Puerto Rico, el uno (1) de junio de mil novecientos noventa (1990), ante el notario público Roberto M. García Rullán, inscrita al dorso del folio setenta y nueve (79) del tomo quinientos diez (510) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil ochocientos cinco (18,805), segunda (2da.) inscripción (en adelante la "**Hipoteca de $140,000**"). La cancelación de la Hipoteca de $140,000 ha sido solicitada, según se explica completamente en el párrafo NUEVE de este Contrato.*

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TWO: Buyer wishes to acquire an option to buy the PROPERTY, with all its improvements, and rights and annexes, and Sellers wish to grant, and hereby grant, said option to Buyer (hereinafter the "**Option**") in accordance with the following:

DOS: *La Compradora desea adquirir una opción para comprar la PROPIEDAD, con todas sus mejoras, derechos y anexos, y los Vendedores desean conceder, y aquí conceden, dicha opción a la Compradora (en adelante la "**Opción**"), según los siguientes:*

TERMS AND CONDITIONS:
TÉRMINOS Y CONDICIONES:

THREE: The purchase price of the PROPERTY will be the lump sum of FIVE MILLION DOLLARS ($5,000,000) (the "**Purchase Price**"). The Purchase Price is not

subject to an appraisal report, and the Sellers shall have no obligation to reduce the Purchase Price as a result of an appraisal report obtained by the Buyer. The Purchase Price will be payable as follows:

3.1. Simultaneously with the execution of this Agreement and as consideration for the Option, Buyer will pay Sellers the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000), as good faith deposit (the "**Deposit**"), which will be non-reimbursable, except only as set forth below in this Agreement. The Deposit shall be credited by the Sellers towards the Purchase Price.
*Simultáneamente con el otorgamiento de este Contrato, la Compradora le pagará a los Vendedores la suma de DOSCIENTOS CINCUENTA MIL DÓLARES ($250,000), como depósito de buena fe (el "**Depósito**"), el cual será no reembolsable, excepto únicamente según se describe más adelante en este Contrato. El Depósito será acreditado por los Vendedores al Precio de Compra.*

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3.2. Simultaneously with the execution of the public deed whereby Buyer will purchase the PROPERTY from Sellers (the "**Purchase-Sale Deed**"), Buyer will pay Sellers, through manager's check, the sum of THREE MILLION DOLLARS ($3,000,000).
*Simultáneamente con el otorgamiento de la escritura pública mediante la cual la Compradora comprará la PROPIEDAD a los Vendedores (la "**Escritura de Compraventa**"), la Compradora pagará a los Vendedores, mediante cheque de gerente, la suma de TRES MILLONES DE DÓLARES ($3,000,000).*

3.3. The balance of the Purchase Price of the PROPERTY, net of the Deposit and the payment mentioned in 3.2, *supra*, will be the sum of ONE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($1,750,000) (the "**Deferred Purchase Price**") and will be paid as follows:
*El balance del Precio de Compra de la PROPIEDAD, neto del Depósito y del pago mencionado en 3.2, supra, será la suma de UN MILLON SETECIENTOS CINCUENTA MIL DÓLARES ($1,750,000) (el "**Precio Aplazado**") y será pagadero como sigue:*

3.3.1. Five (5) consecutive semi annual installments of principal, each for the sum of THREE HUNDRED FIFTY THOUSAND DOLLARS ($350,000), of which (i) the first (1st) will be due six (6) months after the execution of the Purchase-Sale Deed; (ii) the second (2nd) will be due at the first anniversary of the execution of the Purchase-Sale

Deed; (iii) the third (3rd) will be due eighteen (18) months after the execution of the Purchase-Sale Deed; (iv) the fourth (4th) will be due at the second anniversary of the execution of the Purchase-Sale Deed; and (v) the fifth (5th) will be due thirty (30) months after the execution of the Purchase-Sale Deed.

Cinco *(5) plazos semi anuales consecutivos de principal, cada uno por la suma de TRESCIENTOS CINCUENTA MIL DÓLARES ($350,000), de los cuales (i) el primero (1ro.) vencerá seis (6) meses después del otorgamiento de la Escritura de Compraventa; (ii) el segundo (2do.) vencerá al primer aniversario del otorgamiento de la Escritura de Compraventa; (iii) el tercero (3ro.) vencerá dieciocho (18) meses después del otorgamiento de la Escritura de Compraventa; (iv) el cuarto (4to.) vencerá al segundo (2do.) aniversario del otorgamiento de la Escritura de Compraventa; y (v) el quinto (5to.) vencerá treinta (30) meses después del otorgamiento de la Escritura de Compraventa.*

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3.4. The outstanding principal balance of the Deferred Purchase Price will earn interest at a simple rate of six percent (6%) per annum. Said interest will be payable in installments that coincide with those mentioned in Section 3.3.1, *supra*.

El balance insoluto de principal del Precio Aplazado devengará intereses simples al seis por ciento (6%) anual. Dichos intereses serán pagaderos en plazos que coincidirán con los mencionados en la Sección 3.3.1, supra.

FOUR: The Option is granted for a term of one hundred eighty (180) days, starting on the date of execution of this Agreement and ending on October sixteen (16) two thousand twenty four (2024) (the "**Term**").

CUATRO: *Esta Opción se concede por un término de ciento ochenta (180) días, comenzando en la fecha de otorgamiento de este Contrato y terminará el dieciséis (16) de octubre de dos mil veinticuatro (2024) (el "**Término**").*

FIVE: If the Term ends and Buyer has not executed the Purchase-Sale Deed for the PROPERTY within the Term (except for reasons attributable to Sellers), then the Deposit will be retained by the Sellers, as liquidated damages and Sellers shall have no further liabilities or obligations to the Buyer with regards to the PROPERTY. If the PROPERTY cannot be bought by Buyer within the Term, for reasons attributable to Sellers, then Sellers will reimburse the Deposit to Buyer at the end of the Term. Buyer has represented to Sellers that, Buyer's execution of the Purchase-Sale Deed is not subject to the Buyer obtaining financing therefor. Furthermore, Buyer acknowledges and agrees that the Purchase Price shall not be modified or adjusted by the Sellers as a result of an appraisal report for the PROPERTY obtained by the Buyer.

CINCO: *Si el Término terminare y la Compradora no hubiere otorgado la Escritura de Compraventa de la PROPIEDAD dentro del Término (excepto por razones atribuibles a los Vendedores), entonces el Depósito será retenido por los Vendedores, como daños líquidos y los Vendedores no tendrán más deudas u obligaciones para con la*

Compradora acerca de la PROPIEDAD. Si la PROPIEDAD no pudiere ser comprada por la Compradora dentro del Término, por razones atribuibles a los Vendedores, entonces los Vendedores le reembolsarán el Depósito a la Compradora al final del Término. La Compradora le ha representado a los Vendedores que el otorgamiento por la Compradora de la Escritura de Compraventa no esta sujeto a la obtención por parte de la Compradora de financiamiento para ello. Además, la Compradora reconoce y acuerda que el Precio de Compra no será modificado o ajustado por los Vendedores como resultado de tasación de la PROPIEDAD obtenida por la Compradora.

SIX: The Deferred Purchase Price will be evidenced by a mortgage note in the principal sum of ONE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($1,750,000) issued by Buyer to the order of Sellers and secured by a first mortgage encumbering the PROPERTY.

SEIS: *El Precio Aplazado será evidenciado por pagare hipotecario por la suma principal de UN MILLÓN SETECIENTOS CINCUENTA MIL DÓLARES ($1,750,000), emitido por la Compradora a la orden de los Vendedores y garantizado por una primera hipoteca gravando la PROPIEDAD.*

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The public deed to constitute the above referred mortgage in guarantee of the Deferred Purchase Price will be executed before a notary public selected by Buyer and acceptable to Sellers. The legal fees, stamps in the original and first certified copy of the deed of constitution of mortgage, as well as its recording rights, will be for the account of the Buyer.

La escritura pública para constituir la referida hipoteca en garantía del Precio Aplazado será otorgada ante un notario público seleccionado por la Compradora y aceptable a los Vendedores. Los honorarios legales, sellos en el original y en la primera copia certificada de la escritura de constitución de hipoteca, así como sus derechos de inscripción, serán por cuenta y cargo de la Compradora.

SEVEN: The real estate property taxes payable to the CRIM, and all special taxes (if applicable) of the PROPERTY will be the responsibility of Sellers and payable by Sellers up to the date of execution of the Purchase-Sale Deed (the "**Closing Date**"). Thereafter, they shall be the responsibility of Buyer and payable by Buyer.

SIETE: *Las contribuciones sobre la propiedad inmueble pagaderas al CRIM y la contribución especial (si aplicare) de la PROPIEDAD serán la responsabilidad de los Vendedores y pagadas por los Vendedores hasta la fecha del otorgamiento de la Escritura de Compraventa (la "**Fecha de Cierre**"). De entonces en adelante serán responsabilidad de la Compradora y pagaderas por la Compradora.*

EIGHT: The Purchase-Sale Deed shall be executed before a notary public selected by Buyer, and the notary fees payable thereto shall be paid by the Buyer.

OCHO: *La Escritura de Compraventa será otorgada ante un notario público seleccionado por la Compradora y los honorarios notariales serán pagados por la Compradora.*

NINE: Deeds to cancel any liens or encumbrances affecting the PROPERTY, if any, existing at the time of execution of the Purchase-Sale Deed, except the Permitted Encumbrance, will be executed no later than the Closing Date, before a notary public selected by Buyer. The legal fees, stamps in the original and first certified copy of the deed(s) to cancel any liens or encumbrances affecting the PROPERTY, if any, as well as its recording rights will be for the account of Sellers, up to a maximum of six hundred four dollars with fifty cents ($604.50).

NUEVE: *Las escrituras de cancelación de cualquier carga o gravamen que afecte la PROPIEDAD, si alguna, existente(s) al momento del otorgamiento de la Escritura de Compraventa, excepto los Gravámenes Permitidos, serán otorgadas no después de la Fecha de Cierre, ante un notario público seleccionado por la Compradora. Los honorarios legales, sellos en el original y primera copia certificada de la(s) escritura(s) de cancelación de cualquier gravamen o carga que afecte la PROPIEDAD, si alguna, así como sus derechos de inscripción y gastos serán por cuenta de los Vendedores y pagaderos por los Vendedores, hasta un máximo de seiscientos cuatro dólares con cincuenta centavos ($604.50).*

As per a title study dated January thirty one (31), two thousand twenty four (2024), apart from the Permitted Encumbrance, the PROPERTY was subject to the **$140,000 Mortgage.**

Según un estudio de título fechado el treinta y uno (31) de enero de dos mil veinticuatro (2024), la PROPIEDAD está sujeta a la ***Hipoteca de $140,000****.*

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The cancellation of the **$140,000 Mortgage** has been requested from the Honorable Registrar of the Property of San Germán, as per document ("Instancia") subscribed by Caridad Belén Rodríguez Mayo and Juan José Doreste Rodríguez, previous owners of the PROPERTY, on March thirty one (31), two thousand twenty one (2021), affidavit number 22,920, before notary public Luis Roberto Santos Montalvo, presented for recording at entry two thousand twenty one dash zero four zero four zero five dash S G zero one (2021-040405-SG 01) of the Karibe System, Section of San Germán of the Registry, on April eight (8), two thousand twenty one (2021). Buyer will proceed to execute the Purchase Sale Deed, even if the referenced "Instancia" to cancel the **$140,000 Mortgage** is still pending registration in the Registry.

La cancelación de la ***Hipoteca de $140,000*** *ha sido solicitada al Honorable Registrador de la Propiedad de San Germán, según documento ("Instancia") suscrito por Caridad Belén Rodríguez Mayo y Juan José Doreste Rodríguez, dueños anteriores de la PROPIEDAD, el treinta y uno (31) de marzo de dos mil veintiuno (2021), afidávit número veintidós mil novecientos veinte (22,920), ante el notario público Luis Roberto Santos Montalvo, presentada para su inscripción al asiento dos mil veintiuno guión cero cuatro cero cuatro cero cinco guión SG cero uno (2021-040405-SG01) del Sistema Karibe de la Sección de San Germán del Registro, el ocho (8) de abril de dos mil veintiuno (2021). La Compradora procederá a otorgar la Escritura de Compraventa de la PROPIEDAD aunque la referida Instancia para cancela la* ***Hipoteca de $140,000*** *este aún pendiente de inscripción en el Registro.*

TEN: Buyer specifically acknowledges and agrees that, except as expressly set forth in Paragraph FIFTEEN of this Agreement, (i) Sellers shall sell and Buyer shall purchase the PROPERTY "as-is," "where-is" and "with all faults" and latent and patent defects, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or written, express or implied, statutory or otherwise, from Sellers or any of its agents, employees, members, representatives, attorneys or brokers (each such party, a "**Sellers Affiliate**") as to any matter concerning the PROPERTY, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the PROPERTY provided by Sellers to Buyer (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the PROPERTY or any aspect or portion thereof (including, without limitation, structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities, electrical, mechanical, HVAC, plumbing, sewage, and utility systems, facilities, and appliances, soils, geology, and groundwater); (b) the dimensions, area, and lot size of the PROPERTY and the square footage of the buildings or improvements located thereon or of any tenant space therein; (c) the development or income potential, or rights of or relating to, the PROPERTY or the PROPERTY's use, habitability, merchantability, or fitness, or the suitability, value, or adequacy of the PROPERTY for any particular purpose; (d) the zoning or other legal status of the PROPERTY or any other public or private restrictions on the use of the PROPERTY, the compliance of the PROPERTY or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of Buyer or any other person to obtain any necessary governmental approvals, licenses, or permits for Buyer's or such other person's intended use or development of the PROPERTY; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters relating to the operation of the PROPERTY. Buyer expressly acknowledges and agrees that Buyer is not relying on any representation or warranty of Sellers or any Sellers Affiliate, whether implied, presumed, or expressly provided at law or otherwise, arising by virtue of any statute, common law, or other legally binding right or remedy in favor of Buyer. Buyer further acknowledges and agrees that Sellers are under no duty to make any inquiry regarding any matter that may or may not be known to Sellers or any Sellers Affiliate. Upon execution of the Purchase-Sale Deed, Buyer shall assume the risk of adverse matters relating to adverse physical and legal conditions that may not have been revealed by Buyer's investigations, and Buyer, upon execution of the Purchase-Sale Deed, shall be deemed to have waived, relinquished and released Sellers and all Sellers Affiliate from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which Buyer might have asserted or alleged or may assert or allege in the future against Sellers or any Sellers Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws, and any and all other acts, omissions, events, circumstances or matters regarding the PROPERTY. This Section shall survive the execution of the Purchase-Sale Deed.

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DIEZ: *La Compradora específicamente reconoce y acepta que, excepto según se dispone expresamente en el párrafo QUINCE del este Contrato, (i) los Vendedores, mediante la Escritura de Compraventa, venderán y la Compradora comprará la PROPIEDAD "donde está, como está" con todas sus faltas y defectos; (ii) la Compradora no está descansando en representación o garantía de clase alguna, oral o escrita, expresa o implícita, estatutaria o de cualquier otra naturaleza, de parte de los Vendedores o de algún agente, empleado, miembro, representante, abogado o corredor (cada uno de ellos un "Afiliado de los Vendedores") acerca de cualquier asunto concerniente a la PROPIEDAD, o que aparezca o este contenido o mencionado en cualquier material, documento, estudio, reporte, información o datos relacionados a la PROPIEDAD provisto(s) por los Vendedores a la Compradora (incluyendo sin limitación, su corrección e integridad) e incluyendo, sin limitación: (a) la calidad, naturaleza, habitabilidad, mercabilidad, uso, operación, valor, adecuacidad o condición física de la PROPIEDAD o cualquier aspecto o porción de la misma (incluyendo, sin limitación, elementos estructurales, cimientos, techos, accesorios, accesos, jardinería, facilidades de estacionamiento, electricidad, plomería, HVAC, e instalaciones mecánicas, alcantarillado, servicios ["utilities"], facilidades, enseres, suelos, geología y nivel freático); (b) las dimensiones, áreas y tamaño de la PROPIEDAD y los pies cuadrados de los edificios o mejoras en la misma, si alguno, o de cualquier espacio arrendado en la misma; (c) el potencial de desarrollo o ingresos de la PROPIEDAD, o derechos relacionados a la PROPIEDAD o al uso, habitabilidad, mercabilidad, aptitud física, valor, o adecuacidad de la PROPIEDAD para cualquier propósito; (d) la zonificación u otro estado o condición legal de la PROPIEDAD o cualquier otra restricción pública o privada en el uso de la PROPIEDAD, el cumplimiento de la PROPIEDAD con cualquier aplicable código, ley, regulación, estatuto, ordenanza, convenio, condición y restricción de cualquier autoridad gubernamental o de otra persona o entidad (incluyendo, sin limitación, el "American with Disabilities Act"); (e) la capacidad de la Compradora o de cualquier otra persona de obtener cualquier necesaria aprobación gubernamental, licencia o permiso para el uso propuesto para la PROPIEDAD por la Compradora o aquellas otras personas que contemplan usar o desarrollar la PROPIEDAD (f) la calidad de cualquier labor, trabajo o material usado en la construcción de cualquier mejora; (g) las condiciones económicas o los ingresos y gastos, proyecciones de ingresos o gastos y otros asuntos financieros acerca de la operación de la PROPIEDAD. La Compradora expresamente reconoce y acuerda que la Compradora no está descansando en representación o garantía alguna por parte de los Vendedores o de Afiliado de los Vendedores, ya sea implícita, presumida o expresamente provista por ley o de otra forma, que surja en virtud de cualquier estatuto, derecho común o cualquier otro vinculante derecho o remedio a favor de la Compradora. La Compradora también reconoce y acuerda que los Vendedores no tienen obligación alguna de hacer investigaciones acerca de cualquier asunto conocido o desconocido por los Vendedores o cualquier Afiliado de los Vendedores. Al otorgarse la Escritura de Compraventa, la Compradora asumirá el riesgo de asuntos adversos relacionados con investigaciones adversas y la Compradora, al otorgarse la Escritura de Compraventa, se entenderá que ha reconocido y relevado a los Vendedores y a los Afiliados de los Vendedores de y contra cualquier reclamación, de cualquiera y toda naturaleza y carácter (incluyendo honorarios de abogados), conocida o desconocida, que la Compradora pudiera haber presentado o alegado o pudiere presentar o alegar en el futuro contra los*

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Vendedores o cualquier Afiliado de los Vendedores en cualquier momento por causa de, o que surgiere de, cualquier defecto aparente o latente, condición física, violación a cualquier ley aplicable y cualquier otro acto, omisión, evento, circunstancia o asunto relacionado a la PROPIEDAD. Esta Sección sobrevivirá al otorgamiento de la Escritura de Compraventa.

ELEVEN: Through the Purchase-Sale Deed, Buyer will acquire recordable fee simple title to the PROPERTY and possession thereof, free and clear of occupants, liens and encumbrances, except only the Permitted Encumbrance. During the Term of the Option, Sellers shall have possession of the PROPERTY and will be allowed to conduct legal business activities in the PROPERTY, in the ordinary course.

ONCE: *Mediante la Escritura de Compraventa, la Compradora adquirirá título en pleno dominio inscribible sobre la PROPIEDAD y la posesión de la misma, libre de ocupantes, cargas y gravámenes, excepto únicamente los Gravámenes Permitidos. Durante el Término de la Opción, los Vendedores tendrán la posesión de la PROPIEDAD y estarán autorizados a conducir actividades de negocios lícitos en la PROPIEDAD, en el curso ordinario.*

TWELVE: The notarial fees, stamps on the originals, stamps on the first certified copy and recording rights in the Registry of the Purchase-Sale Deed will be paid by Buyer. The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of the deed(s) of cancellation, if any, related to the PROPERTY shall be paid by Sellers.

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DOCE: *Los honorarios notariales, sellos en el original, sellos en la primera copia certificada y derechos de inscripción en el Registro de la Escritura de Compraventa serán pagados por la Compradora. Los honorarios notariales, sellos en el original, sellos en la primera copia certificada y derechos de inscripción en el Registro de la(s) escritura(s) de cancelación, si alguna, relacionadas a la PROPIEDAD serán pagados por los Vendedores.*

THIRTEEN: This Agreement will be interpreted in accordance with the laws of Puerto Rico and governed by them. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of Puerto Rico in the event of any litigation pursuant to this Agreement.

TRECE: *Este Contrato será interpretado de acuerdo a las leyes de Puerto Rico y gobernado por ellas. Las partes comparecientes se someten a la jurisdicción exclusiva del Tribunal General de Justicia de Puerto Rico en caso de cualquier litigio en virtud de este Contrato.*

FOURTEEN: All notices to the parties pursuant to this Agreement must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:

CATORCE: *Todas las notificaciones a las partes en virtud de este Contrato deben ser por correo certificado con acuse de recibo, con copias por correo electrónico, a las siguientes respectivas direcciones de las partes:*

TO SELLERS:
A LOS VENDEDORES:
DR. RAFAEL FRANCISCO CARDONA DURAN
MRS. MARIA DEL CARMEN ACEVEDO BLANCO
Urb. Monteverde Real
96 Calle Tulip
San Juan, PR 00926-5930
Electronic Mail: mcacevedo2008@yahoo.com

TO BUYER:
A LA COMPRADORA:
CABO ROJO LAND ACQUISITION LLC
Ochoa Building
500 de la Tanca Street, Suite 514
San Juan, PR 00901
Attention: Eileen Sawyer

with copy to:
con copia a:

250 Muñoz Rivera Avenue, Suite 440
San Juan, PR 00918
Attention: Roberto Ruíz
Electronic Mail: roberto.ruiz@ccgc.com.do

TO BROKER:
AL CORREDOR:
Calle Cádiz 1218
Puerto Nuevo
San Juan, Puerto Rico 00920
Attention: José Enrique Pérez Cruz
Electronic Mail: passportre@gmail.com

FIFTEEN: Sellers represent and warrant to Buyer that, to the best of Sellers' knowledge, in the PROPERTY there are no toxic, dangerous, contaminated or contaminating substances, and that the PROPERTY has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances. EXCEPT FOR THE FOREGOING REPRESENTATION, BUYER ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER BY SELLERS OR ANY AGENT, OFFICER, EMPLOYEE OR REPRESENTATIVE THEREOF REGARDING THE PROPERTY. BUYER HEREBY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS SALE IS MADE WITHOUT REPRESENTATION, COVENANT OR WARRANTY

OF ANY KIND (WHETHER EXPRESS, IMPLIED OR STATUTORY) BY SELLERS, EXCEPT AS SPECIFICALLY SET FORTH IN THIS PARAGRAPH.

QUINCE: *Los Vendedores representan y garantizan que, según el mejor conocimiento de los Vendedores, en la PROPIEDAD no hay sustancias tóxicas peligrosas, contaminadas o contaminantes. EXCEPTO POR LA SUSODICHA REPRESENTACIÓN, LA COMPRADORA RECONOCE QUE NO ESTA DESCANSANDO EN REPRESENTACIONES O GARANTIAS DE CLASE ALGUNA POR PARTE DE LOS VENDEDORES O SUS AGENTES, OFICIALES, EMPLEADOS O REPRESENTANTES ACERCA DE LA PROPIEDAD. LA COMPRADORA AQUÍ ACUERDA QUE, HASTA EL ALCANCE MAXIMO PERMITIDO POR CUALQUIER LEY APLICABLE, ESTA COMPRAVENTA SE EFECTUA SIN REPRESENTACION, CONVENIO O GARANTIA DE CLASE ALGUNA (TANTO EXPRESA COMO IMPLICITA O ESTATUTARIA) POR PARTE DE LOS VENDEDORES, EXCEPTO SEGÚN SE DISPONE EN EL PRESENTE PARRAFO.*

SIXTEEN: The appearing parties acknowledge that the Broker, mister José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy eight (10,478), alone or in association with other brokers, has acted as real estate broker for Buyer in the transaction which is the subject of this Option. The fees to Mr. Pérez Cruz and his associates, if any, for said service will be the responsibility of Buyer and paid by Buyer simultaneously with the execution of the Purchase-Sale Deed, only if the Option is exercised by Buyer and Buyer buys the PROPERTY pursuant to the Option. Said fees will amount to TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000), equivalent to five percent (5%) of the Purchase-Sale Price of the PROPERTY. Sellers will not be responsible for the payment of any fees to Mr. José Enrique Pérez Cruz. Mr. Eugenio Suárez has assisted Mr. José Enrique Pérez Cruz in his efforts as a broker. Mr. Eugenio Suárez's fees for said assistance will be borne by Broker. Sellers will not be responsible for the payment of any brokerage commission and Sellers represent that they have not used brokers or intermediaries in connection with the purchase sale of the PROPERTY.

6.D F.R. HdA

DIECISÉIS: *Las partes comparecientes reconocen que el Corredor, señor José Enrique Pérez Cruz, corredor de bienes raíces de Puerto Rico con la licencia número diez mil cuatrocientos setenta y ocho (10,478), solo o en sociedad con otros corredores, ha actuado como corredor de la Compradora en la transacción objeto de esta Opción. Los honorarios del señor Pérez Cruz y sus asociados, si alguno, por dichos servicios serán responsabilidad de la Compradora y serán pagados por la Compradora simultáneamente con el otorgamiento de la Escritura de Compraventa, solamente si la Opción es ejercitada por la Compradora y la Compradora compra la PROPIEDAD en virtud de la Opción. Dichos honorarios ascenderán a la suma de DOSCIENTOS CINCUENTA MIL DÓLARES ($250,000), equivalentes al cinco por ciento (5%) del Precio de Compra de la PROPIEDAD. Los Vendedores no serán responsables del pago de honorario alguno al señor José Enrique Pérez Cruz. El señor Eugenio Suárez ha asistido al señor José Enrique Pérez Cruz en sus esfuerzos como corredor. Los honorarios del señor Eugenio Suárez por dicha asistencia serán cubiertos por el Corredor. Los Vendedores no serán responsables del pago de comisión de corretaje alguna y los*

Vendedores representan que ellos no han usado corredores o intermediarios con relación a la compraventa de la PROPIEDAD.

SEVENTEEN: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Agreement.

DIECISIETE: *El plural y el singular, así como el masculino, femenino, neutro y demás géneros se usan indistintamente en este Contrato.*

EIGHTEEN: In the event that any clause or provision of this Agreement is declared null, void or invalid by a final and firm resolution, judgement or judicial order, then and in that event the rest of this Agreement will continue in full force and effect.

DIECIOCHO: *En caso de que cualquier cláusula o disposición de este Contrato fuere declarada nula, inválida o no vinculante mediante resolución, sentencia u orden judicial final y firme, entonces y en ese caso, el resto de este Contrato continuará en pleno vigor y efecto.*

NINETEEN: During the Term, Buyer and its employees, agents and/or contractors are authorized to enter the PROPERTY to make studies, identify boundaries, take measurements and make inspections, during business days and hours, and the persons entering the PROPERTY pursuant to this authorization will be responsible for the damages suffered or caused by them in the PROPERTY. Every employee who enters the PROPERTY pursuant to this authorization will be insured by a valid policy of the Puerto Rico State Insurance Fund, and, if applicable, of the "Chauffers' Insurance" or "Seguro Choferil". In addition, Buyer will have in place, during the term of the Option, a public liability insurance policy covering damages caused or suffered in the PROPERTY by the persons who enter it pursuant to this authorization, with a minimum coverage of ONE MILLION DOLLARS ($1,000,000) per occurrence. Sellers will appear as co-insured in the policy, together with Buyer, as their respective interests appear. BUYER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SELLERS FROM AND AGAINST ANY AND ALL LIENS, ACTIONS, LOSSES, COSTS, DAMAGES, CLAIMS, LIABILITIES, EXPENSES, PENALTIES, FINES, INTEREST OR SUITS (INCLUDING LITIGATION EXPENSES AND COURT COSTS AND REASONABLE ATTORNEYS' FEES) BROUGHT, SOUGHT OR INCURRED BY OR AGAINST THE SELLERS RESULTING FROM, ARISING OUT OF, OR IN ANY WAY RELATING TO, ENTRY UPON THE PROPERTY BY BUYER OR ANY OF THE OTHER BUYER'S REPRESENTATIVES OR OTHERWISE IN ANY WAY RELATED TO ANY OF BUYER'S INSPECTIONS OR INVESTIGATIONS OF THE PROPERTY, WHETHER CONDUCTED PRIOR TO, AS OF OR SUBSEQUENT TO THE DATE OF THIS AGREEMENT, OR ANY VIOLATION OF THE PROVISIONS OF THIS PARAGRAPH NINETEEN EXCEPT FOR ANY LIENS, ACTIONS, LOSSES, COSTS, DAMAGES, CLAIMS AND LIABILITIES WHICH ARE CAUSED BY SELLERS OR SELLERS' REPRESENTATIVES' WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. The foregoing indemnification and repair and restoration obligations (herein collectively referred to as "**Buyer's Indemnity**") shall expressly survive the Closing Date or any earlier termination of this Agreement.

6.J.F.R.
MCA

DIECINUEVE: *Durante el Término, la Compradora y sus empleados, agentes y/o contratistas estarán autorizados a entrar a la PROPIEDAD para hacer estudios, identificar linderos, tomar medidas y hacer inspecciones, durante días y horas laborables, y las personas que entren a la PROPIEDAD en virtud de esta autorización serán responsables de los daños que sufran o causen en la PROPIEDAD. Todo empleado que entre a la PROPIEDAD en virtud de esta autorización estará asegurado por una póliza de seguro válida del Fondo del Seguro del Estado de Puerto Rico y, si aplicable, del Seguro Choferil. Además, la Compradora mantendrá una póliza de responsabilidad pública cubriendo daños causados o sufridos en la PROPIEDAD por las personas que entren a la misma en virtud de la presente autorización, con una cubierta mínima de UN MILLÓN DE DÓLARES ($1,000,000) por evento. Los Vendedores aparecerán como co-asegurados en dicha póliza, junto con la Compradora, según aparezcan sus respectivos intereses. LA COMPRADORA INDEMNIZARA, DEFENDERA Y MANTENDRA A SALVO A LOS VENDEDORES CONTRA CUALQUIER Y TODO GRAVAMEN, ACCION, PÉRDIDAS, COSTOS, DAÑOS, RECLAMACIONES, PASIVOS, GASTOS, PENALIDADES, MULTAS, SENTENCIAS O DEMANDAS (INCLUYENDO GASTOS DE LITIGIOS, COSTAS DEL TRIBUNAL Y HONORARIOS RAZONABLES DE ABOGADOS) TRAIDOS, BUSCADOS O INCURRIDOS POR O CONTRA LOS VENDEDORES Y RESULTANTES DE, O SURGIENDO POR MOTIVO DE, O EN CUALQUIER FORMA RELACIONADOS CON, LA ENTRADA EN LA PROPIEDAD POR LA COMPRADORA O CUALQUIER OTRO REPRESENTANTE DE LA COMPRADORA O DE CUALQUIERA OTRA FORMA RELACIONADO(S) A CUALQUIER INSPECCIÓN O INVESTIGACIÓN POR LA COMPRADORA DE LA PROPIEDAD, CONDUCIDA TANTO ANTES DE, O DESPUES DE, LA FECHA DE ESTE CONTRATO, O POR CUALQUIER VIOLACION DE LAS DISPOSICIONES DE ESTE PARRAFO DIECINUEVE, EXCEPTO CUALQUIER GRAVAMEN, ACCIÓN, PÉRDIDA, COSTO DAÑO, RECLAMACIONES Y DEUDAS QUE SEAN CAUSADAS POR MALA CONDUCTA INTENCIONAL O CRASA NEGLIGENCIA DE LOS VENDEDORES O POR REPRESENTANTES DE LOS VENDEDORES. Las referidas obligaciones de reparación y restauración (aquí llamadas en conjunto las "Indemnizaciones por la Compradora") expresamente sobrevivirán la Fecha de Cierre o cualquier terminación anterior de este Contrato.*

G.J.F.R.
M.L.A.

TWENTY: During the Term, Buyer, at Buyer's sole expense, is authorized to seek the approvals, permits and endorsements necessary for the development in the PROPERTY of a residential, recreational and tourism project, or of part of a residential, recreational and tourism project, provided the existing DTS zoning of the PROPERTY is not changed, and that such approvals, permits and endorsements (i) comply with the requirements of the existing DTS zoning of the PROPERTY; and (ii) do not negatively affect and/or diminish the value or quality of the PROPERTY. Sellers hereby commit to confirm this authorization in writing if required by Buyer, for presentation to the corresponding public or governmental agencies and entities. If the PROPERTY is not purchased by Buyer, all approvals, permits and endorsements obtained by Buyer for the PROPERTY pursuant to the aforesaid authorization will be transferred and assigned by Buyer to Sellers at the end of the Term, at no cost to Sellers. Buyer acknowledges

and agrees that (A) the Term shall not be extended as a result of delays or failures by the Buyer to obtain the desired permits for Buyer's intended use of the PROPERTY; and (B) Sellers shall not be under any obligation to return the Deposit to Buyer due to a failure or delay by the Buyer in obtaining the permits required for Buyer's intended use of the PROPERTY.

VEINTE: *Durante el Término, la Compradora, al solo costo de la Compradora, esta autorizada a solicitar aprobaciones, permisos y endosos necesarios para el desarrollo en la PROPIEDAD de un proyecto residencial , recreacional y turístico, o de parte de un proyecto residencial, recreacional y turístico, siempre y cuando la zonificación DTS de la PROPIEDAD no se cambie y que dichas aprobaciones, permisos y endosos (i) cumplan con los requisitos de la existente zonificación DTS de la PROPIEDAD, y (ii) no afecten negativamente o disminuyan el valor o calidad de la PROPIEDAD. Los Vendedores aquí se comprometen a confirmar esta autorización por escrito, si fuere requerido por la Compradora, para presentación a las correspondientes agencias o entidades públicas o gubernamentales. Si la PROPIEDAD no fuere comprada por la Compradora, todas las aprobaciones, permisos y endosos obtenidos por la Compradora para la PROPIEDAD en virtud de la referida autorización serán transferidos y cedidos por la Compradora a los Vendedores al finalizar el Término, sin costo a los Vendedores. La Compradora reconoce y acuerda que (A) el Término no será extendido como resultado de demoras o fracasos por la Compradora en la obtención de los permisos deseados para el uso propuesto por la Compradora para la PROPIEDAD; y (B) los Vendedores no tendrán obligación alguna de devolver el Depósito a la Compradora por el fracaso o demora de la Compradora en obtener los permisos requeridos para que la Compradora le dé el uso que interesa a la PROPIEDAD.*

G.A.F.R.
N.L.A.

TWENTY ONE: The PROPERTY may not be materially altered during the Term, except only if specifically authorized in advance, in writing, by Sellers and Buyer.

VEINTIUNO: *La PROPIEDAD no será materialmente alterada durante el Término, excepto solo con la previa autorización escrita de los Vendedores y la Compradora.*

TWENTY TWO: The Option is not transferable by Sellers. Conversely, Buyer is authorized to transfer or assign this Agreement and all its rights and obligations hereunder, at the sole option and discretion of Buyer.

VEINTIDÓS: *Esta Opción no es transferible por los Vendedores. Por otro lado, la Compradora está autorizada a transferir o asignar el presente Contrato y todos sus derechos y obligaciones en virtud del mismo, a la sola opción y discreción de la Compradora.*

TWENTY THREE: It is required for the execution of the Option Agreement that Sellers complete and make available to Buyer, through its real estate broker, the form attached herein and made a part hereof as **Exhibit A**, duly filled.

VEINTITRÉS: *Es requisito previo indispensable para el otorgamiento de la Opción que los Vendedores completen y hagan llegar a la Compradora, a través de su corredor de bienes raíces, el formulario que se aneja a la presente haciéndose formar parte de la misma como **Anejo A**, debidamente cumplimentado.*

IN WITNESS WHEREOF, the appearing parties execute and sign this Agreement on the dates and in the places which appear in the affidavits underneath their respective signatures, below, to be effective in San Juan, Puerto Rico, on the date which appears in its introductory paragraph, above.

POR TODO LO CUAL, *las partes comparecientes otorgan y firman este Contrato en las fechas y lugares que aparecen en los afidávits debajo de sus respectivas firmas, al calce de este Contrato, para ser efectivo en San Juan, Puerto Rico, en la fecha que aparece en su párrafo introductorio, antes en este Contrato.*

RAFAEL FRANCISCO CARDONA DURAN

MARIA DEL CARMEN ACEVEDO BLANCO

CABO ROJO LAND ACQUISITION LLC

GLADYS OMAYRA FONTANEZ REYES
Authorized Representative

JOSE ENRIQUE PEREZ CRUZ

Affidavit Number: 4,625
Afidávit Número: 4,625

Acknowledged and subscribed before me by Rafael Francisco Cardona Durán and his wife, María del Carmen Acevedo Blanco, both of legal age, married to each other, physician the first and property owner the second and residents of Caguas, Puerto Rico, both personally known to me. In San Juan, Puerto Rico, on this sixteenth (16th) day of April, two thousand twenty four (2024).

Reconocido y suscrito ante mi por Rafael Francisco Cardona Durán y su esposa, María del Carmen Acevedo Blanco, ambos mayores de edad, casados entre sí, medico el primero y ama de casa la segunda y vecinos de Caguas, Puerto Rico, a quienes conozco personalmente. En San Juan, Puerto Rico, hoy dieciséis (16) de abril de dos mil veinticuatro (2024).

RECIBO
Sello
4U23-00039413
9397
02/15/2024
$5.00
Sello de Asistencia Legal
80004-2024-0215-92159203

MARÍA DEL ROSARIO PUJOL THOMPSON
ABOGADO-NOTARIO

Notary Public
Notario Público

Affidavit Number: 4,624
Afidávit Número: 4,624

Acknowledged and subscribed before me by Gladys Omayra Fontanez Reyes, of legal age, single, attorney at law and resident of San Juan, Puerto Rico, in his capacity as Authorized Representative of Cabo Rojo Land Acquisition LLC, who is personally known to me. In San Juan, Puerto Rico, on this sixteenth (16th) day of April, two thousand twenty four (2024).

Reconocido y suscrito ante mi por Gladys Omayra Fontanez Reyes, mayor de edad, soltera, abogada y vecina de San Juan, Puerto Rico, en su carácter de Representante Autorizada de Cabo Rojo Land Acquisition LLC, a quien conozco personalmente. In San Juan, Puerto Rico, hoy dieciséis (16) de abril de dos mil veinticuatro (2024).

RECIBO
Sello
9397
03/12/2024
$5.00
Sello de Asistencia Legal
80004-2024-0312-66577158

MARÍA DEL ROSARIO PUJOL THOMPSON
ABOGADO-NOTARIO

Notary Public
Notario Público

Affidavit Number: 4,626
Afidávit Número: 4,626

Acknowledged and subscribed before me by José Enrique Pérez Cruz, of legal age, married, real estate broker and resident of Bayamón, Puerto Rico, in his personal capacity, who is personally known to me. In San Juan, Puerto Rico, on this sixteenth (16th) day of April, two thousand twenty four (2024).
Reconocido y suscrito ante mi por José Enrique Pérez Cruz, mayor de edad, casado, corredor de bienes raíces y vecino de Bayamón, Puerto Rico, en su carácter personal y a quien conozco personalmente. En San Juan, Puerto Rico, hoy dieciséis (16) de marzo de dos mil veinticuatro (2024).



Notary Public
Notario Público



G.D.F.R.
MRA
AEP

OPTION AGREEMENT

This Option Agreement (this "**Agreement**") is executed in San Juan, Puerto Rico, on this twenty fifth (25th) day of March, two thousand twenty four (2024),

APPEAR:

AS PARTY OF THE FIRST PART: EL COMBATE DEVELOPMENT, LLC (hereinafter "**Seller**"), a limited liability company organized, existing and in good standing in accordance with the laws of the Commonwealth of Puerto Rico, represented herein by its President, MR. VICTOR ANDINO FIGUEROA, who is of legal age, married, business executive and resident of Toa Baja, Puerto Rico, whose authority to represent Seller in this agreement arises from Certificate of Resolution of EL COMBATE DEVELOPMENT, LLC, signed by Brenda Otero Robles in her capacity of Secretary of EL COMBATE DEVELOPMENT, LLC, executed on February twenty three (23), two thousand twenty four (2024), in San Juan, Puerto Rico, affidavit number two hundred eighty (280), before notary public Pedro Ortíz Cortés;

AS PARTY OF THE SECOND PART: CABO ROJO LAND ACQUISITION LLC (hereinafter "**Buyer**"), a limited liability company organized, existing and in good standing in accordance with the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, MS. GLADYS OMAYRA FONTANEZ REYES, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this agreement arises from Certificate of Resolution of CABO ROJO LAND ACQUISITION LLC signed by Eileen Sawyer in her capacity of Manager of CABO ROJO LAND ACQUISITION LLC, executed on March nineteen (19), two thousand twenty four (2024), in New York, New York, United States of America, before notary public Eric Orenstein; and

G.D.F.R.

AS PARTY OF THE THIRD PART: ICONIC REALTY GROUP, LLC (hereinafter the "**Broker**"), a limited liability company organized, existing and in good standing in accordance with the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, MRS. ILEANA MARGARITA CAMBÓ SAAVEDRA, who is of legal age, married, real estate broker and resident of San Juan, Puerto Rico, whose authority to represent the Broker in this agreement arises from Certificate of Resolution of ICONIC REALTY GROUP, LLC signed by Roberto Manuel Cacho Pérez in his capacity of Assistant Secretary of ICONIC REALTY GROUP, LLC, executed on March twenty two (22), two thousand twenty four (2024), in San Juan, Puerto Rico, affidavit number four thousand six hundred seven (4,607), before notary public María del Rosario Pujol Thompson; and

STATE AND AGREE:

ONE: Seller is the sole owner of fee simple title ("pleno dominio") and has the possession of the parcel of land described in the Registry of the Property of Puerto Rico, San Germán Section (the "**Registry**"), in the Spanish language, as follows (hereinafter the "PROPERTY"):

> "**RUSTICA:** Porción de terreno localizado en el Barrio Llanos Costa, Sector El Corozo, del término municipal de Cabo Rojo, Puerto Rico. Identificado como Predio "D" en el correspondiente Plano de Inscripción. Con una cabida superficial de noventa y ocho mil doscientos cincuenta y nueve metros cuadrados con setecientas cincuenta milésimas de otro (98,259.750 m.c.), equivalentes a veinticinco cuerdas (25 cdas.). Colindante por el NORTE, en cuatrocientos sesenta y cuatro punto treinta y nueve metros (464.39 m.), con el Predio "E"; por el SUR, en doscientos setenta y cuatro punto ochenta y nueve metros (274.89 m.), con el Predio "A", en cien metros (100 m.) con el Predio "C" y en noventa y siete punto setenta y dos metros (97.72 m.) con el Predio "R"; por el SUROESTE, en veinticinco punto diecisiete metros (25.17 m.) con el Predio "B"; por el SURESTE, en quince metros (15.00 m.), con camino público existente; por el ESTE, en ciento treinta y nueve punto noventa y nueve metros (139.99 m.), con el Predio "C" y en doscientos cuarenta y dos punto cincuenta y un metros (242.51 m.), con el Predio número trece (13); y por el OESTE, en ciento treinta y nueve punto noventa y nueve metros (139.99 m.), con el Predio "C" y en doscientos treinta y dos punto treinta y un metros (232.31 m.), con terrenos del doctor Enrique Carlo Aymat."

The PROPERTY is identified in the Registry as property number twenty four thousand nine hundred thirty (24,930), recorded at page one hundred thirty seven (137) of volume six hundred eighty four (684) of Cabo Rojo, of the Registry.

The PROPERTY was acquired by Seller through deed number six (6), executed in San Juan, Puerto Rico, on March three (3), two thousand twenty one (2021), before notary public Jaime Fernando González Suárez, presented for recording at entry two thousand twenty one dash zero two four four four zero dash S G zero one (2021-024440-SG01) of the Karibe System of the Registry.

The property tax identification number assigned to the PROPERTY by the Centro de Recaudación de Ingresos Municipales ("CRIM") is four hundred two dash zero zero zero dash zero zero five dash fifty four dash zero zero zero (402-000-005-54-000).

To the best of Sellers' knowledge, the PROPERTY is subject to the following liens and/or encumbrances:

By its origin, the PROPERTY is free and clear of liens and encumbrances.

By itself, the PROPERTY is subject to the following liens and encumbrances:

1.1. Perpetual right of way easement encumbering the PROPERTY in favor of property number twenty four thousand nine hundred twenty nine (24,929), recorded at the movable page ("folio móvil") of Cabo Rojo of the Registry. This easement was constituted as per deed number two hundred twenty eight (228), executed in Cabo Rojo, Puerto Rico, on August twenty eight (28), nineteen hundred ninety nine (1999), before notary public Rafael Doitteau Cruz, recorded at page one hundred thirty nine (139) of volume six hundred eighty four (684) of Cabo Rojo of the Registry, parcel number twenty four thousand nine hundred thirty (24,930), second (2nd) recording (the "**Permitted Encumbrance**").

G.D.F.R.

1.2. Mortgage guaranteeing a mortgage note in the principal sum of TWO MILLION FIVE HUNDRED THOUSAND DOLLARS ($2,500,000), of which SIX HUNDRED THOUSAND DOLLARS ($600,000) correspond to the PROPERTY, to the order of Cooperativa de Ahorro y Crédito Saulo D. Rodríguez, or its legal holder, with interest at fifteen percent (15%) per annum, due upon demand, constituted as per deed number thirty eight (38), executed in Gurabo, Puerto Rico, on October twenty eight (28), two thousand twenty two (2022), before notary public José Guillermo Barea Fernández, presented for recording on November three (3), two thousand twenty two (2022), at entry two thousand twenty two dash one four three two one one dash S G zero one (2022-143211-SG 01) of the Karibe System of the Registry.

TWO: Buyer wishes to acquire an option to buy the PROPERTY, with all its improvements, and rights and annexes, and Seller wishes to grant, and hereby grants, said option to Buyer (hereinafter the "**Option**"), in accordance with the following:

TERMS AND CONDITIONS:

THREE: The purchase price of the PROPERTY will be the lump sum of TWO MILLION DOLLARS ($2,000,000) (the "**Purchase Price**"). The Purchase Price is not subject to any appraisal report, and Seller shall have no obligation to reduce the Purchase Price as a result of appraisal report(s) obtained by Buyer or any other person(s) or entity(ies). The Purchase Price will be payable as follows:

3.1. Simultaneously with the execution of this Agreement and as consideration for the Option, Buyer has paid to the order of Seller the sum of ONE HUNDRED THIRTY FIVE THOUSAND DOLLARS ($135,000), as good faith deposit (the "**Deposit**"), which will be non-reimbursable, except only as set forth below in this Agreement. The Deposit shall be credited to the Purchase Price simultaneously with the execution of the Purchase-Sale Deed (as defined below).

3.2. Simultaneously with the execution of the public deed whereby Buyer will purchase the PROPERTY from Seller (the "**Purchase-Sale Deed**"), Buyer will pay to Seller, through manager's check, the sum of ONE MILLION EIGHT HUNDRED SIXTY FIVE THOUSAND DOLLARS ($1,865,000).

FOUR: The Option is granted for a term of one hundred fifty (150) days, starting on March first (1st), two thousand twenty four (2024) and ending on August first (1st), two thousand twenty four (2024) (the "**Term**").

FIVE: If Buyer does not execute the Purchase-Sale Deed within the Term (except for reasons attributable to Seller), then the Deposit will be retained by the Seller, as liquidated damages and Seller shall have no further liabilities or obligations to Buyer with regards to the PROPERTY. If the PROPERTY cannot be bought by Buyer within the Term, for reasons attributable to Seller, then Seller will reimburse the Deposit to Buyer at the end of the Term and Buyer will not relinquish its right to buy the PROPERTY as per the applicable terms and conditions of this Agreement. Buyer has represented to Seller that Buyer's execution of the Purchase-Sale Deed is not subject to Buyer obtaining financing therefor. Furthermore, Buyer acknowledges and agrees that the

Purchase Price shall not be modified or adjusted by the Seller as a result of appraisal report(s) for the PROPERTY obtained by the Buyer or by any other person(s) or entity(ies).

SIX: The real estate property taxes payable to the CRIM, and all special taxes (if applicable) of the PROPERTY will be the responsibility of Seller and payable by Seller up to the date of execution of the Purchase-Sale Deed (the "**Closing Date**"). Thereafter, they shall be the responsibility of Buyer and payable by Buyer.

SEVEN: The Purchase-Sale Deed shall be executed before a notary public selected by Buyer, and the notary's fees shall be paid by Buyer.

EIGHT: Deeds to cancel, or release the PROPERTY from, any liens or encumbrances affecting the PROPERTY, existing at the time of execution of the Purchase-Sale Deed, except the Permitted Encumbrance, will be executed no later than the Closing Date, before a notary public selected by Buyer. The legal fees, stamps in the original and first certified copy of the deed(s) to cancel any liens or encumbrances affecting the PROPERTY or to release the PROPERTY from any such lien(s) (except the Permitted Encumbrance), as well as its/their recording rights, will be for the account of Seller and payable by Seller.

NINE: Buyer specifically acknowledges and agrees that, except as expressly set forth in Paragraph FOURTEEN hereof, (i) Seller shall sell and Buyer shall purchase the PROPERTY "as-is," "where-is" and "with all faults" and latent and patent defects, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or written, express or implied, statutory or otherwise, from Seller or any of its agents, employees, members, representatives, attorneys or brokers (each such party, a "**Seller's Affiliate**") as to any matter concerning the PROPERTY, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the PROPERTY provided by Seller to Buyer (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the PROPERTY or any aspect or portion thereof (including, without limitation, structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities, electrical, mechanical, HVAC, plumbing, sewage, and utility systems, facilities, and appliances, soils, geology, and groundwater); (b) the dimensions, area, and lot size of the PROPERTY and the square footage of the buildings or improvements located thereon or of any tenant space therein; (c) the development or income potential, or rights of or relating to, the PROPERTY or the PROPERTY's use, habitability, merchantability, or fitness, or the suitability,

6.2 F.R.

value, or adequacy of the PROPERTY for any particular purpose; (d) the zoning or other legal status of the PROPERTY or any other public or private restrictions on the use of the PROPERTY, the compliance of the PROPERTY or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of Buyer or any other person to obtain any necessary governmental approvals, licenses, or permits for Buyer's or such other person's intended use or development of the PROPERTY; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters relating to the operation of the PROPERTY. Buyer expressly acknowledges and agrees that Buyer is not relying on any representation or warranty of Seller or any Seller's Affiliate, whether implied, presumed, or expressly provided at law or otherwise, arising by virtue of any statute, common law, or other legally binding right or remedy in favor of Buyer. Buyer further acknowledges and agrees that Seller is under no duty to make any inquiry regarding any matter that may or may not be known to Seller or any Seller's Affiliate. Upon execution of the Purchase-Sale Deed, Buyer shall assume the risk of adverse matters relating to adverse physical and legal conditions that may not have been revealed by Buyer's investigations, and Buyer, upon execution of the Purchase-Sale Deed, shall be deemed to have waived, relinquished and released Seller and all Seller's Affiliate from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which Buyer might have asserted or alleged or may assert or allege in the future against Seller or any Seller's Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws, and any and all other acts, omissions, events, circumstances or matters regarding the PROPERTY. This Section shall survive the execution of the Purchase-Sale Deed.

V.P.T.

A.M.S.

G.D.F.R.

TEN: Through the Purchase-Sale Deed, Buyer will acquire recordable fee simple title to the PROPERTY and possession thereof, free and clear of occupants, liens and encumbrances, except only the Permitted Encumbrance. During the Term of the Option, Seller shall have possession of the PROPERTY and will be allowed to conduct legal business activities in the PROPERTY, in the ordinary course of Seller's business.

ELEVEN: The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights of the Purchase-Sale Deed in the Registry will be paid by Buyer. The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of the deeds of cancellation and/or release of lien(s), if any, related to the PROPERTY shall be paid by Seller.

TWELVE: This Agreement will be interpreted in accordance with the laws of Puerto Rico and governed by them. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of Puerto Rico in the event of any litigation pursuant to this agreement.

THIRTEEN: All notices to the parties pursuant to this Agreement must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:

TO SELLER:
EL COMBATE DEVELOPMENT, LLC
Buzón 607
Camino El Guayo
Mayaguez, PR 00680-6113
Attention: Mr. Víctor Andino
Electronic Mail: andino_victor@hotmail.com

V.A.

With a copy to:

Pedro E. Ortíz Alvarez, Esq.
P.O. Box 9009
Ponce, PR 00732-9009
Electronic Mail: pedro @poalaw.com

G.D.F.R.

TO BUYER:
CABO ROJO LAND ACQUISITION LLC
Ochoa Building
500 de la Tanca Street, Suite 514
San Juan, PR 00901
Attention: Eileen Sawyer

with a copy to:

250 Muñoz Rivera Ave., Suite 440
San Juan, PR 00918
Attention: Roberto Ruíz
Electronic Mail: roberto.ruiz@ccgc.com.do

TO BROKER:
ICONIC REALTY GROUP, LLC

654 Unión Street
Miramar
San Juan, PR 00907
Attention: Ileana Margarita Cambó Saavedra
Electronic Mail: ileanacambo@gmail.com

FOURTEEN: Seller represents and warrants to Buyer that, to the best of Seller's knowledge, in the PROPERTY there are no toxic, dangerous, contaminated or contaminating substances, and that the PROPERTY has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances. EXCEPT FOR THE FOREGOING REPRESENTATION, BUYER ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY OTHER REPRESENTATIONS OR WARRANTIES WHATSOEVER BY SELLER OR ANY AGENT, OFFICER, EMPLOYEE OR REPRESENTATIVE THEREOF REGARDING THE PROPERTY. BUYER HEREBY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS SALE IS MADE WITHOUT REPRESENTATION, COVENANT OR WARRANTY OF ANY KIND (WHETHER EXPRESS, IMPLIED OR STATUTORY) BY SELLER.

V.A.

FIFTEEN: The appearing parties acknowledge that the Broker, Iconic Realty Group, LLC, represented by Mrs. Ileana Margarita Cambó Saavedra, real estate broker with Puerto Rico license number twenty one thousand eight hundred fifty nine (21,859), has acted as real estate broker for Seller in the transaction which is the subject of this Option. The fees to the Broker for said service will be the responsibility of Seller. Said fees will amount to ONE HUNDRED TWENTY THOUSAND DOLLARS ($120,000), equivalent to six percent (6%) of the Purchase Price of the PROPERTY. Buyer will not be responsible for the payment of any brokerage commission. Of said brokerage commission, the Broker has received from Seller the sum of SIXTY THOUSAND DOLLARS ($60,000) simultaneously with the execution of this Agreement and the balance of SIXTY THOUSAND DOLLARS ($60,000) will be paid by Seller to the Broker simultaneously with the execution of the Purchase-Sale Deed and contingent to said execution.

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SIXTEEN: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this agreement.

SEVENTEEN: In the event that any clause or provision of this agreement is declared null, void or invalid by a final and firm resolution, judgement or judicial order, then and in that event the rest of this agreement will continue in full force and effect.

EIGHTEEN: During the Term, Buyer and its employees, agents and/or contractors are authorized to enter the PROPERTY to make studies, identify boundaries, take measurements and make inspections, during business days and hours, and the persons entering the PROPERTY pursuant to this authorization will be responsible for the damages suffered or caused by them in the PROPERTY. Every employee who enters the PROPERTY pursuant to this authorization will be insured by a valid policy of the Puerto Rico State Insurance Fund, and, if applicable, of the "Chauffers' Insurance" or "Seguro Choferil". In addition, Buyer will have in place, during the term of the Option, a public liability insurance policy covering damages caused or suffered in the PROPERTY by the persons who enter it pursuant to this authorization, with a minimum coverage of ONE MILLION DOLLARS ($1,000,000) per occurrence. Sellers will appear as co-insured in the policy, together with Buyer. BUYER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SELLERS FROM AND AGAINST ANY AND ALL LIENS, ACTIONS, LOSSES, COSTS, DAMAGES, CLAIMS, LIABILITIES, EXPENSES, PENALTIES, FINES, INTEREST OR SUITS (INCLUDING LITIGATION EXPENSES AND COURT COSTS AND REASONABLE ATTORNEYS' FEES) BROUGHT, SOUGHT OR INCURRED BY OR AGAINST THE SELLERS RESULTING FROM, ARISING OUT OF, OR IN ANY WAY RELATING TO, ENTRY UPON THE PROPERTY BY BUYER OR ANY OF THE OTHER BUYER'S REPRESENTATIVES OR OTHERWISE IN ANY WAY RELATED TO ANY OF BUYER'S INSPECTIONS OR INVESTIGATIONS OF THE PROPERTY, WHETHER CONDUCTED PRIOR TO, AS OF OR SUBSEQUENT TO THE DATE OF THIS AGREEMENT, OR ANY VIOLATION OF THE PROVISIONS OF THIS PARAGRAPH TWENTY-TWO, EXCEPT FOR ANY LIENS, ACTIONS, LOSSES, COSTS, DAMAGES, CLAIMS AND LIABILITIES WHICH ARE CAUSED BY SELLERS OR SELLERS' REPRESENTATIVES' WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. The foregoing indemnification and repair and restoration obligations (herein collectively referred to as "**Buyer's Indemnity**") shall expressly survive the Closing Date or any earlier termination of this Agreement.

V.A.

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NINETEEN: During the Term, Buyer, at Buyer's sole expense, is authorized to seek the approvals, permits and endorsements necessary for the development in the PROPERTY of a residential, recreational and tourism project, or of part of a residential, recreational and tourism project, provided the existing zoning of the PROPERTY is not changed, and that such approvals, permits and endorsements (i) comply with the requirements of the existing zoning of the PROPERTY; and (ii) do not negatively affect and/or diminish the value or quality of the PROPERTY. Seller hereby commits to confirm this authorization in writing if required by Buyer, for presentation to the corresponding public or governmental agencies and entities. If the

PROPERTY is not purchased by Buyer, all approvals, permits and endorsements obtained by Buyer for the PROPERTY pursuant to the aforesaid authorization will be transferred and assigned by Buyer to Seller at the end of the Term, at no cost to Seller. Buyer acknowledges and agrees that (A) the Term shall not be extended as a result of delays or failures by the Buyer to obtain the desired permits for Buyer's intended use of the PROPERTY; and (B) Seller shall not be under any obligation to return the Deposit to Buyer due to a failure or delay by the Buyer in obtaining the permits required for Buyer's intended use of the PROPERTY.

TWENTY: The PROPERTY may not be materially altered during the Term, except only if specifically authorized in advance, in writing, by Seller and Buyer.

TWENTY ONE: The Option is not transferable by Seller. Conversely, Buyer is authorized to transfer or assign this agreement and all its rights and obligations hereunder to an affiliate of Buyer, at the sole option and discretion of Buyer.

TWENTY TWO: As a *sine qua non* condition of this Agreement, Seller has completed and made available to Buyer, directly or through the Broker, the form attached hereto and made a part hereof as **Exhibit A**, duly filled.

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IN WITNESS WHEREOF, the appearing parties execute and sign this agreement on the dates and in the places which appear in the affidavits underneath their respective signatures, below, to be effective in San Juan, Puerto Rico, on the date which appears in its introductory paragraph, above.

EL COMBATE DEVELOPMENT, LLC

VICTOR ANDINO FIGUEROA
President

CABO ROJO LAND ACQUISITION LLC

GLADYS OMAYRA FONTANEZ REYES
Authorized Representative

ICONIC REALTY GROUP, LLC

ILEANA MARGARITA CAMBÓ SAAVEDRA
Authorized Representative

Affidavit Number: 4,608

Acknowledged and subscribed before me by Víctor Andino Figueroa, in has capacity as President of El Combate Development, LLC, of legal age, married, business executive and resident of Toa Baja, Puerto Rico, personally known to me. In San Juan, Puerto Rico, on this twenty fifth (25th) day of March, two thousand twenty four (2024).

MARIA DEL ROSARIO PUJOL THOMPSON
ABOGADO-NOTARIO

Notary Public

RECIBO
4U23-00043617
Sello
9397
03/12/2024
$5.00
Sello de Asistencia Legal
80004-2024-0312-66577084



Affidavit Number: 4,609

Acknowledged and subscribed before me by Gladys Omayra Fontanez Reyes, of legal age, single, attorney at law and resident of San Juan, Puerto Rico, in her capacity as Authorized Representative of Cabo Rojo Land Acquisition LLC, who is personally known to me. In San Juan, Puerto Rico, on this twenty fifth (25th) day of March, two thousand twenty four (2024).

MARIA DEL ROSARIO PUJOL THOMPSON
ABOGADO-NOTARIO

Notary Public



Affidavit Number: 4,610

Acknowledged and subscribed before me by Ileana Margarita Cambo Saavedra, of legal age, married, real estate broker and resident of San Juan, Puerto Rico, in her capacity as Authorized Representative of Iconic Realty Group, LLC, who is personally known to me. In San Juan, Puerto Rico, on this twenty fifth (25th) day of March, two thousand twenty four (2024).

MARIA DEL ROSARIO PUJOL THOMPSON
ABOGADO-NOTARIO

Notary Public



---I HEREBY CERTIFY, that the first certified copy of the present deed was issued in favor of Buyer, at the same date and place of the execution thereof. I ATTEST. ----------

NOTARY

----------**DEED NUMBER EIGHT (8)** ----------

----------**PURCHASE AND SALE** ----------

---In San Juan, Puerto Rico, on May twenty-six (26), two thousand twenty-three (2023). ----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with residence and offices in San Juan, Puerto Rico.----------

---------- **APPEAR:** ----------

---**AS THE PARTY OF THE FIRST PART: ORIENTAL BANK** (hereinafter referred to as "SELLER"), a banking corporation organized and existing under the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Officer María Milagros Cotto-Febo, who is of legal age, married, banker and resident of San Juan, Puerto Rico, and whose authority to represent SELLER herein arises from a Certificate of Corporate Resolution, executed by Carlos O. Souffront, in his capacity as Secretary of SELLER, on April twenty-seven (27), two thousand twenty-two (2022), in San Juan, Puerto Rico, before Notary Hugh González Robison. I, the Notary, hereby certify that I have examined the original of the aforesaid Certificate of Corporate Resolution, and that, in my opinion, it is adequate and sufficient, and complies with all legal requirements needed to authorize Ms. Cotto-Febo to appear herein on behalf of SELLER. ----------

---**AS THE PARTY OF THE SECOND PART: CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "BUYER"), a limited liability company organized, existing and in good standing in accordance with the laws of Puerto Rico, represented herein by its Authorized Representative, Gladys Omayra Fontánez-Reyes, who is of legal age, single, attorney at law and resident of San Juan, Puerto Rico, whose authority to represent BUYER in this public deed arises from a

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Certificate of Resolution of BUYER signed by Eileen Sawyer, in her capacity of Manager of BUYER, on May fifteen (15), two thousand twenty-three (2023), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engine of the Department of State of the State of New York. I further certify that I have examined the original of the aforesaid Certificate of Resolution of Cabo Rojo Land Acquisition LLC, and that, in my opinion, it is adequate and sufficient, and complies with all legal requirements needed to authorize Ms. Fontánez-Reyes to appear herein on behalf of BUYER. ----------

---I hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective age, civil status, occupation and residence. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily,----------

----------**STATE AND AGREE:**----------

---**FIRST:** SELLER is the sole owner of fee simple title ("*pleno dominio*") and has the possession of the four (4) parcels of land located in Cabo Rojo, Puerto Rico, which are respectively described in the Spanish language as follows: ----------

----------**PROPERTY ONE (1)** ----------

---**"RUSTICA:** Parcela número cinco (5), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas y en lindes: por el NORTE, con la parcela número treinta y tres (33) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número ochenta y siete (87) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número seis (6) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número sesenta y seis (66) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."----------

---Property One is identified at the Registry of Property of Puerto Rico

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(hereinafter, the "Registry") as property number 18,692, recorded at page 1 of volume 508 of Cabo Rojo, Section of San Germán of the Registry. ----The tax identification number ("*número de catastro*") assigned to Property One by the Municipal Revenue Collection Center ("CRIM") is 402-018-327-44-000.----------

---Property One was acquired by SELLER through Deed Number Eighty-Nine (89), executed in San Juan, Puerto Rico, on March eight (8), two thousand twenty-three (2023), before Notary Steven O. Morales Pabón, filed and pending recordation at the Registry at entry 2023-034228-SG01.----------

---Property One is free and clear of liens and encumbrances.----------

----------**PROPERTY TWO (2)** ----------

---**"RUSTICA:** Parcela número seis (6), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a un (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas, y en lindes; por el NORTE, con la parcela número treinta y tres (33) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número ochenta y ocho (88) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número cuarenta (40) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número cinco (5) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela." ----------

---Property Two is identified at the Registry as property number 18,693, recorded at page 7 of volume 508 of Cabo Rojo, Section of San Germán of the Registry.----------

---The tax identification number assigned to Property Two by the Municipal Revenue Collection Center ("CRIM") is 402-018-327-43-000. ----------

---Property Two was acquired by SELLER through Deed Number Eighty-Nine (89), executed in San Juan, Puerto Rico, on March eight (8), two thousand twenty-three (2023), before Notary Steven O. Morales Pabón, filed and pending recordation at the Registry at entry 2023-034228-SG01.----------

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---Property Two is free of liens and encumbrances. ----------

----------**PROPERTY THREE (3)** ----------

---**"RUSTICA:** Parcela número sesenta y cuatro (64), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número ciento setenta y cuatro (174) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número ciento treinta y ocho (138) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número ciento setenta y siete (177) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número treinta y uno (31) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela." ----------

---Property Three is identified at the Registry as property number 18,802, recorded at page 61 of volume 510 of Cabo Rojo, Section of San Germán of the Registry. ----------

---The tax identification number assigned to Property Three by the Municipal Revenue Collection Center ("CRIM") is 402-018-327-42-000. ----------

---Property Three was acquired by SELLER through Deed Number Eighty-Nine (89), executed in San Juan, Puerto Rico, on March eight (8), two thousand twenty-three (2023), before Notary Steven O. Morales Pabón, filed and pending recordation at the Registry at entry 2023-034228-SG01. ----------

---Property Three is free of liens and encumbrances. ----------

----------**PROPERTY FOUR (4)** ----------

---**"RUSTICA:** Parcela número ciento setenta y cuatro (174), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas y en lindes: por el NORTE, con la parcela número setenta y nueve (79) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número sesenta y cuatro (64) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número ciento setenta y nueve (179) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número veintinueve (29) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."

---Property Four is identified at the Registry as property number 18,809,

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recorded at page 103 of volume 510 of Cabo Rojo, Section of San Germán of the Registry. ----------

---The tax identification number assigned to Property Four by the Municipal Revenue Collection Center ("CRIM") is 402-018-327-41-000. ----------

---Property Four was acquired by SELLER through Deed Number Eighty-Nine (89), executed in San Juan, Puerto Rico, on March eight (8), two thousand twenty-three (2023), before Notary Steven O. Morales Pabón, filed and pending recordation at the Registry at entry 2023-034228-SG01. ----------

---Property Four is free of liens and encumbrances. ----------

---Property One, Property Two, Property Three and Property Four will be jointly referred to hereinafter as, the "Property". ----------

----------**PURCHASE AND SALE**----------

---**SECOND:** SELLER hereby sells, conveys and transfers fee simple title ("*pleno dominio*") to the Property and the possession thereof to BUYER, and BUYER hereby purchases from SELLER fee simple title to the Property and the possession thereof, in accordance with the following ----------

----------**TERMS AND CONDITIONS:** ----------

-----One**:** The purchase price of the Property is the lump-sum of **TWO MILLION DOLLARS ($2,000,000)** (hereinafter the "Purchase Price"). The Purchase Price is not subject or conditioned to an appraisal report or survey, and SELLER shall have no obligation to adjust or reduce the Purchase Price as a result of any appraisal report(s) or survey(s) obtained by BUYER or anybody else. Of the Purchase Price, (i) the sum of FIVE HUNDRED THOUSAND DOLLARS ($500,000) corresponds to PROPERTY ONE (1); (ii) the sum of FIVE HUNDRED THOUSAND DOLLARS ($500,000) corresponds to PROPERTY TWO (2); (iii) the sum of FIVE HUNDRED THOUSAND DOLLARS ($500,000)

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corresponds to PROPERTY THREE (3); and (iv) the sum of FIVE HUNDRED THOUSAND DOLLARS ($500,000) corresponds to PROPERTY FOUR (4). ----------

-----Two: The Purchase Price has been paid in full by BUYER to SELLER simultaneously with, or prior to, the execution of this public deed, and SELLER hereby acknowledges receipt thereof in form and substance acceptable to SELLER.----------

-----Three: This public deed entitles BUYER to the immediate possession of the Property, without any additional formality, document or request. ----------

-----Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of SELLER and, thereafter, for the account of BUYER.------

-----Five: SELLER hereby delivers to BUYER fee simple title to the Property, vacant, and free and clear of all liens, encumbrances or defects,

-----Six: BUYER specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) SELLER hereby sells and BUYER hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) except only as set forth in sub-paragraph Ten of this paragraph SECOND, BUYER is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from SELLER or any of SELLER's agents employees, members, representatives, attorneys or brokers (each such party a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by SELLER to BUYER (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the

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Property or any aspect or portion thereof (including, without limitation, structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities, electrical, mechanical HVAC, plumbing, sewage, and utility systems, facilities, and appliances, soils, geology, and groundwater); (b) the dimensions, area, and lot size of the Property and the square footage of the buildings or improvements located thereon, if any, or of any tenant space therein; (c) the development or income potential, or rights of or relating to, the Property or the Property's use, habitability, merchantability, or fitness, or the suitability, value, or adequacy of the Property for any particular purpose, (d) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of BUYER or any other person to obtain any necessary governmental approvals, licenses, or permits for BUYER's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters regarding the operation of the Property. BUYER expressly acknowledges and agrees that, except only as set forth in sub-paragraph Ten of this Paragraph SECOND, BUYER is not relying on any representation or warranty of SELLER or any Seller Affiliate, whether implied, presumed or expressly provided at law or otherwise, arising by virtue of any statute, common law, or other legally binding right or remedy in favor of BUYER; and (iii) BUYER is aware that SELLER has no permits, plans or other similar documents related to the Property, which was acquired by SELLER through a deed of transfer in

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lieu of payment ("*Dación en Pago*") as per Deed Number Eighty-Nine (89), executed on March eight (8), two thousand twenty three (2023), before Notary Steven O. Morales Pabón. BUYER further acknowledges and agrees that SELLER is under no duty to make any inquiry regarding any matter that may or may not be known to SELLER or any Seller Affiliate. Upon execution of this public deed, BUYER shall assume the risk of adverse matters relating to adverse investigations, and BUYER, upon execution of this public deed, shall be deemed to have waived, relinquished and released SELLER and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which BUYER might have asserted or alleged or may assert or allege in the future against SELLER or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution of this public deed. ----------

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-----Seven: The notarial fees, stamps on the original, stamps on the first certified copy and recording rights of this public deed at the Registry will be paid by BUYER. ----------

-----Eight: This public deed will be interpreted and governed in accordance with the laws of Puerto Rico. The appearing parties submit themselves to the exclusive jurisdiction of the Court of First Instance of the Commonwealth of Puerto Rico in the event of any litigation arising out of this public deed. ----------

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-----Nine: All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties: ----------

---------TO SELLER: ----------

---------ORIENTAL BANK ----------

---------PO Box 195115 ----------
---------San Juan, PR 00919-5115 ----------

---------Attention: María M. Cotto-Febo----------
---------Electronic Mail: mmcotto@orientalbank.com ----------

---------TO BUYER:----------

---------CABO ROJO LAND ACQUISITION LLC----------
---------733 Third Avenue ----------
---------New York, NY 10017----------
---------Attention: Eileen Sawyer ----------
---------Electronic Mail: roberto.ruiz@ccgc.com.do ----------

-----Ten: SELLER represents and warrants to BUYER that, to the best of SELLER's knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances. EXCEPT FOR THE FOREGOING REPRESENTATION, BUYER ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER BY SELLER OR ANY AGENT, OFFICER, EMPLOYEE OR REPRESENTATIVE THEREOF REGARDING THE PROPERTY. BUYER HEREBY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS SALE IS MADE WITHOUT REPRESENTATION, COVENANT OR WARRANTY OF ANY KIND (WHETHER EXPRESS, IMPLIED OR STATUTORY) BY SELLER. ----------

-----Eleven: The appearing parties acknowledge that Mr. José Enrique Pérez Cruz (the "BROKER"), real estate broker with Puerto Rico license number ten thousand four hundred seventy-eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the object of this purchase and sale deed. The fees to Mr. Pérez Cruz and his associates, if any, for said service are the responsibility of BUYER and BUYER represents that they have been paid by BUYER to BROKER simultaneously with the execution of this public deed. Said fees amount to ONE HUNDRED THOUSAND DOLLARS ($100,000), equivalent to five per cent (5%) of the Purchase Price of the Property.----------

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-----Twelve: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed. ----------

-----Thirteen: In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the remaining provisions of this public deed will continue in full force and effect.----------

-----Fourteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver such documents or instruments, public or private, which may be necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any correction deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of BUYER, except that each party shall bear the fees of their respective counsel.----------

-----Fifteen: This Deed constitutes the entire agreement of the parties regarding the sale and transfer of the Property, and supersedes any prior agreement, written or oral, with respect thereto. ----------

---**THIRD:** The Notary advises BUYER as to the importance of filing the corresponding property change of ownership application before the CRIM, and to obtain, prior to the execution of this deed, a certification indicating whether any sums related to property taxes are owed by SELLER. Pursuant to applicable law, BUYER is responsible for filing at the CRIM the corresponding application for change of ownership within thirty (30) days from the execution hereof. BUYER hereby declares that it is fully aware of the aforementioned obligations and releases the subscribing Notary from this responsibility.----------

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----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed as drafted, to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ----------

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstract was prepared by RAC Title Search, Inc., and is dated March twenty-four (24) two thousand twenty-three (2023); ----------

-----(c) that after the date of such title abstract and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry of the Property of Puerto Rico that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry of the Property of Puerto Rico as of the date of the title abstract.----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry of the Property of Puerto Rico, or direct corroboration by examining the books of the Registry of the Property of Puerto Rico, and that the negative certification of the Registry of the Property of Puerto Rico does not exclude the possibility of liens recorded after the date of the certification;----------

-----(e) of the right of the BUYER to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates BUYER in the

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event that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood-prone zone, the owner or party in possession of the Property is required to comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.; ----------

-----(g) of the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property; ----------

-----(h) of the importance of recording a copy of this Deed at the Registry, the costs relating thereto and of the consequences of not filing a certified copy of this Deed at the Registry; ----------

-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property; ----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations; ----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its content. ----------

-----(l) The appearing parties are hereby informed that the Notary has the obligation to file an informative return in connection with the records on taxation of the Property with the Puerto Rico Department of the Treasury, for which reason the appearing parties have the obligation to provide the Notary with the information necessary for the filing of the same, which must be accurate and complete. The Notary also advised SELLER of its obligation to include any long-term capital gain resulting from the sale of the Property in its income tax return, for which it must determine the

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gain, if any, and comply with the tax obligation that determines the law. I, the Notary, attest that the appearing parties have provided me with the necessary information for the preparation of the *Informative Return on Segregation, Grouping or Transfer of Real Estate* and said parties assured me that the information is correct; and ----------

-----(m) That if any structure on the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et seq.*, is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Seller, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the seller and its agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed.----------

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----------**READING, ACCEPTANCE AND EXECUTION** --------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon

the appearing parties signed this Deed before me, and affixed their initials on each page thereof.----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

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MORELL • CARTAGENA • DAPENA

JORGE ANTONIO MORALES CORDERO

Plaza 273 Suite 700
273 Ponce de León
San Juan, PR 00917-1934
787-723-1233; 787-729-1974
jorge.morales@mbcdlaw.com

CERTIFIED COPY OF DEED NUMBER THREE (3)

PURCHASE AND SALE

EXECUTED IN SAN JUAN, PUERTO RICO
ON MARCH 24, 2023

BEFORE:

JORGE ANTONIO MORALES CORDERO

BY:

PLAYA RUSTICA LLC
(SELLER);

CABO ROJO LAND ACQUISITION LLC
(BUYER);

AND

JOSÉ ENRIQUE PÉREZ CRUZ
(BROKER)

----------**DEED NUMBER THREE (3)** ----------

----------**PURCHASE AND SALE**----------

---In the Municipality of San Juan, Commonwealth of Puerto Rico, on this twenty-fourth (24th) day of March, two thousand twenty-three (2023). ---

---------- **BEFORE ME**----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with offices and residence in San Juan, Puerto Rico. ----------

---------- **APPEAR** ----------

---**AS THE PARTY OF THE FIRST PART: PLAYA RUSTICA LLC** (hereinafter referred to as "SELLER"), a limited liability company organized, existing and in good standing in accordance with the laws of the Commonwealth of Puerto Rico, represented herein by its President, EUGENIO SUÁREZ RIVERA, who is of legal age, single, business executive and resident of Cabo Rojo, Puerto Rico, and whose authority to represent SELLER in this public deed arises from Certificate of Resolution of Playa Rústica LLC, signed by Eugenio Suárez Rivera in his capacity as President of Playa Rústica LLC, in San Juan, Puerto Rico, on March twenty-four (24), two thousand twenty-three (2023), under Affidavit Number four thousand two hundred twenty (4,220) of Notary Public José Antonio Díaz Brugueras. I, the Notary, hereby certify that I have examined the original of the aforesaid Certificate of Resolution of Playa Rústica LLC, and that, in my opinion, it is adequate and sufficient, and complies with all legal requirements needed to authorize Eugenio Suárez Rivera to appear herein on behalf of SELLER. ----------

---**AS THE PARTY OF THE SECOND PART:** CABO ROJO LAND ACQUISITION LLC (hereinafter referred to as "BUYER"), a limited liability company organized, existing and in good standing in accordance with the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, GLADYS OMAYRA FONTÁNEZ REYES, who is of legal age, single, attorney at law and resident of San

Juan, Puerto Rico, and whose authority to represent BUYER in this public deed arises from the Certificate of Resolution of BUYER signed by Eileen Sawyer, in her capacity of Manager of BUYER, on March sixteen (16) two thousand twenty three (2023), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engine of the Department of State of the State of New York. I further certify that I have examined the original of the aforesaid Certificate of Resolution of Cabo Rojo Land Acquisition LLC, and that, in my opinion, it is adequate and sufficient, and complies with all legal requirements needed to authorize Ms. Fontánez Reyes to appear herein on behalf of BUYER. ----------

---**AS THE PARTY OF THE THIRD PART:** JOSÉ ENRIQUE PÉREZ CRUZ, also known as José E. Pérez (hereinafter referred to as "BROKER"), who is of legal age, married, real estate broker and resident of Bayamón, Puerto Rico.----------

---I, the Notary, do hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgement they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily, ----------

----------**STATE AND AGREE** ----------

---**FIRST:** SELLER is the sole owner of fee simple title ("*pleno dominio*") and has the possession of the two (2) parcels of land respectively described in the Spanish language, in the San Germán Section of the Registry of the Property of Puerto Rico (the "Registry"), as follows: ----------

----------**PROPERTY ONE (1)**----------

---**"RUSTICA:** Parcela número setenta y ocho (78), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO (5) CUERDAS, equivalentes a un (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas, y en lindes; por el NORTE, con el Mar Caribe; por el SUR, con la parcela número treinta y ocho (38) y servidumbre de paso de diez (10.00) metros de ancho,

de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número setenta y nueve (79) y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número setenta y siete (77) y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela." ----------

---PROPERTY ONE is identified in the Registry as property number eighteen thousand eight hundred seven (18,807), recorded at page 91 of volume 510 of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

---PROPERTY ONE was acquired by Seller through deed number twenty-seven (27), executed in San Juan, Puerto Rico, on June seven (7), two thousand nineteen (2019), before notary public Daniel García Chamorro, recorded in the Registry at the Karibe Volume of Cabo Rojo, Section of San Germán of the Registry, ninth (9th) inscription. ----------

---The real property tax identification number ("*número de catastro*") assigned by the Municipal Revenue Collection Center ("CRIM") to PROPERTY ONE is three hundred seventy-nine dash zero zero zero dash zero zero nine dash zero two dash zero zero zero (379-000-009-02-000).

---By its origin, PROPERTY ONE is free and clear of liens and encumbrances. By itself, PROPERTY ONE is subject to the following liens and encumbrances:----------

-----A. Restrictive Covenants about Edification and Agricultural Use, constituted as per deed number seventy-four (74), executed in Mayaguez, Puerto Rico, on November twenty (20), nineteen hundred seventy four (1974), before notary public Juan Jesús Ramírez Rivera, recorded at page 94 of volume 510 of Cabo Rojo, Section of San Germán of the Registry, first (1st) inscription. ----------

-----B.—Mortgage (the "Cancelled Mortgage") guaranteeing a mortgage note (the "Cancelled Mortgage Note") to the order of its bearer, in the principal sum of SIX HUNDRED THOUSAND DOLLARS ($600,000), of which THREE HUNDRED THOUSAND DOLLARS ($300,000) correspond to PROPERTY ONE (1), with interest at the rate of six per cent (6%) per annum, due on June first (1st), two thousand twenty five

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(2025), constituted as per deed number twenty eight (28), executed in San Juan, Puerto Rico, on June seven (7), two thousand nineteen (2019), before notary public Daniel García Chamorro, recorded at the Karibe volume of Cabo Rojo, Section of San Germán of the Registry, tenth (10th) inscription. The Cancelled Mortgage and the Cancelled Mortgage Note were cancelled pursuant to Deed Number Four (4) of Cancellation of Mortgage Note, executed in San Juan, Puerto Rico on January 20, 2022, which was filed and is pending recordation in the Registry at Karibe entry two thousand twenty-two dash one one five zero one seven dash "SG" zero one (2022-115017-SG01) (the "Deed of Cancellation of Mortgage").

----------**PROPERTY TWO (2)**----------

---**"RUSTICA:** Parcela número setenta y nueve (79), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO (5) CUERDAS, equivalentes a un (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas, y en lindes; por el NORTE, en una distancia de cincuenta y dos punto sesenta y dos (52.62) metros lineales, con el Mar Caribe; por el SUR, en una distancia de cincuenta y dos punto cincuenta y siete (52.57) metros lineales, con una servidumbre de diez (10.00) metros de ancho, cinco (5) de los cuales pertenecen a esta parcela y que la separa de la parcela ciento setenta y cuatro (174) de Enrique Carlo Aymat; por el ESTE, en una distancia de trescientos setenta y cuatro punto veinticuatro (374.24) metros lineales, con la parcela número uno (1) de la finca siete mil seiscientos tres (7,603) de Enrique Carlo Aymat; y por el OESTE, en una distancia de trescientos setenta y cuatro punto sesenta y seis (374.66) metros lineales, con la parcela setenta y ocho (78)."----------

---PROPERTY TWO is identified in the Registry as property number eighteen thousand eight hundred eight (18,808), recorded at page 97 of volume 510 of Cabo Rojo, Section of San Germán of the Registry.-------

---PROPERTY TWO was acquired by Seller through deed number twenty-seven (27), executed in San Juan, Puerto Rico, on June seven (7), two thousand nineteen (2019), before notary public Daniel García Chamorro, recorded at the Karibe Volume of Cabo Rojo, Section of San Germán of the Registry, eighth (8th) inscription. ----------

---The real property tax identification number ("*número de catastro*") assigned by the Municipal Revenue Collection Center ("CRIM") to PROPERTY TWO is three hundred seventy-nine dash zero zero zero dash zero zero nine dash zero three dash zero zero zero (379-000-009-03-000).

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---By its origin, PROPERTY TWO is free and clear of liens and encumbrances. By itself, PROPERTY TWO is subject to the following liens and encumbrances:----------

-----C. Restrictive Covenants about Edification and Agricultural Use, constituted as per deed number seventy-four (74), executed in Mayagüez, Puerto Rico, on November twenty (20), nineteen hundred seventy-four (1974), before notary public Juan Jesús Ramírez Rivera, recorded at page 94 of volume 510 of Cabo Rojo, Section of San Germán of the Registry, first (1st) inscription. ----------

-----D. The Cancelled Mortgage and the Cancelled Mortgage Note, which were cancelled pursuant to the Deed of Cancellation of Mortgage. -------

---PROPERTY ONE and PROPERTY TWO will be sometimes jointly referred to hereinafter as the "Property". ----------



---**SECOND:** On September twenty-six (26), two thousand twenty-two (2022), SELLER granted to BUYER's affiliate, PR INVESTCO LLC ("PR Investco"), an option to purchase the Property, pursuant to an Option Agreement (the "Option Agreement") executed on said date. The parties hereto acknowledge and agree that PR Investco has assigned to BUYER all of its rights and obligations under the Option Agreement, and that BUYER is the permitted assignee and successor of PR Investco thereunder.----------

----------**PURCHASE AND SALE** ----------

---**THIRD:** In accordance with the Option Agreement, SELLER hereby sells, conveys and transfers fee simple title ("*pleno dominio*") to the Property and the possession thereof to BUYER, and BUYER hereby purchases from SELLER fee simple title ("*pleno dominio*") to the Property and the possession thereof, in accordance with the following---

----------**TERMS AND CONDITIONS**----------

-----**One:** The purchase price of the PROPERTY is the lump sum of FIVE MILLION DOLLARS ($5,000,000) (hereinafter the "Purchase Price"). The Purchase Price is not subject or conditioned to an appraisal report,

and the SELLER shall have no obligation to adjust or reduce the Purchase Price as a result of any appraisal report(s) obtained by BUYER or anybody else. Of the Purchase Price, the lump sum of TWO MILLION FIVE HUNDRED THOUSAND DOLLARS ($2,500,000) corresponds to PROPERTY ONE, and the lump sum of TWO MILLION FIVE HUNDRED THOUSAND DOLLARS ($2,500,000) corresponds to PROPERTY TWO. ----------

-----**Two:** The Purchase Price is payable as follows:----------

----------A. The sum of TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000) was paid by BUYER to SELLER simultaneously with the execution of the Option Agreement. Of said sum, (i) one hundred twenty-five thousand dollars ($125,000) are applied to the purchase price of PROPERTY ONE, and (ii) one hundred twenty-five thousand dollars ($125,000) are applied to the purchase price of PROPERTY TWO. ------

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----------B. The sum of TWO MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($2,750,000) has been paid by BUYER to SELLER simultaneously with the execution of this public deed, and SELLER hereby acknowledges receipt thereof in form and substance acceptable to BUYER. Of said sum, (i) ONE MILLION THREE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($1,375,000) correspond to PROPERTY ONE, and (ii) ONE MILLION THREE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($1,375,000) correspond to PROPERTY TWO. ----------

----------C. The balance of the Purchase Price, net of the payments mentioned in the preceding two paragraphs, is the amount of TWO MILLION DOLLARS ($2,000,000), of which ONE MILLION ($1,000,000) corresponds to PROPERTY ONE, and ONE MILLION ($1,000,000) corresponds to PROPERTY TWO. Said balance will be referred to hereinafter as the "Deferred Purchase Price". The Deferred Purchase Price shall be paid by BUYER to SELLER in four (4) annual installments of FIVE HUNDRED THOUSAND DOLLARS ($500,000)

each, respectively, each due on March twenty-four (24), two thousand twenty four (2024), March twenty-four (24), two thousand twenty five (2025), and March twenty-four (24), two thousand twenty six (2026); plus (ii) a final installment of FIVE HUNDRED THOUSAND DOLLARS ($500,000) which will mature and will be due on September twenty-four (24), two thousand twenty six (2026). Of each of said four (4) installments of FIVE HUNDRED THOUSAND DOLLARS ($500,000), the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000) will correspond to PROPERTY ONE, and the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000) will correspond to PROPERTY TWO. Each payment of the Deferred Purchase Price shall be made by BUYER to SELLER by wire transfer in immediately available funds or in manager's check, without deduction or offset of any kind or proration and without requirement or notice from SELLER. The outstanding principal balance of the Deferred Purchase Price will earn interest at the rate of four percent (4%) per annum, commencing on the date of execution of this public deed and until full payment thereof.------

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-----**Three:** The Deferred Purchase Price is evidenced, secured and guaranteed by a mortgage note in the principal sum of TWO MILLION DOLLARS ($2,000,000) (hereinafter the "Two Million Dollar Mortgage Note"), which will be guaranteed by a first mortgage in the principal sum of TWO MILLION DOLLARS ($2,000,000) (the "Two Million Dollar Mortgage") encumbering the Property, of which the principal sum of ONE MILLION DOLLARS ($1,000,000) will correspond to PROPERTY ONE and the principal sum of ONE MILLION DOLLARS ($1,000,000) will correspond to PROPERTY TWO. A copy of the Two Million Dollar Mortgage Note is attached hereto and made an integral part hereof as Exhibit A. The Two Million Dollar Mortgage which guarantees the Two Million Dollar Mortgage Note has been constituted pursuant to Deed Number Two (2), executed as of the date hereof before Notary Public José Antonio Díaz Brugueras. SELLER hereby acknowledges

receipt of the original of the Two Million Dollar Mortgage Note.---------

---**Four:** This public deed entitles BUYER to the immediate possession of the Property, without any additional formality, document or request. -

---**Five:** All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of SELLER and, thereafter, those corresponding exclusively to any period after this date, for the account of BUYER. ----------

---**Six:** SELLER hereby delivers to BUYER fee simple title ("*pleno dominio*") to the Property, vacant, and free and clear of liens, encumbrances or defects, "as is, where is", subject only to the lien of the Two Million Dollar Mortgage and to the restrictive covenants mentioned in paragraph FIRST of this public deed. ----------

---**Seven:** BUYER specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) SELLER hereby sells and BUYER hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) BUYER is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from SELLER or any of SELLER's agents employees, members, representatives, attorneys or brokers (each such party a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by SELLER to BUYER (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof (including, without limitation, structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities, electrical, mechanical HVAC, plumbing, sewage, and utility systems, facilities, and appliances, soils, geology, and groundwater); (b) the dimensions, area, and lot size of the Property and the square footage

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of the buildings or improvements located thereon, if any, or of any tenant space therein; (c) the development or income potential, or rights of or relating to, the Property or the Property's use, habitability, merchantability, or fitness, or the suitability, value, or adequacy of the Property for any particular purpose, (d) the zoning of the Property or any other public or private restrictions on the use of the Property unknown to Seller, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of BUYER or any other person to obtain any necessary governmental approvals, licenses, or permits for BUYER's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters regarding the operation of the Property. BUYER expressly acknowledges and agrees that BUYER is not relying on any representation or warranty of SELLER or any Seller Affiliate, whether implied, presumed or expressly provided at law or otherwise, arising by virtue of any statute, common law, or other legally binding right or remedy in favor of BUYER. BUYER further acknowledges and agrees that SELLER is under no duty to make any inquiry regarding any matter that may or may not be known to SELLER or any Seller Affiliate. Upon execution of this public deed, BUYER shall assume the risk of adverse matters relating to adverse investigations, and BUYER, upon execution of this public deed, shall be deemed to have waived, relinquished and released SELLER and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), unknown to SELLER, which BUYER might have asserted or alleged or may assert or allege in the future against SELLER or any Seller Affiliate at any time by reason of or arising out of

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any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution this public deed.----------

---**Eight:** The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of this public deed will be paid by BUYER. The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of the Two Million Dollar Mortgage will also be paid by BUYER.----------

---**Nine:** This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of the Commonwealth of Puerto Rico in the event of any litigation pursuant to this public deed. ----------

---**Ten:** All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties: ----------

----------TO SELLER: ----------
----------PLAYA RUSTICA LLC----------
----------PO Box 971 ----------
----------Boquerón, PR 00622----------
----------Electronic Mail: eugeniosuarezpr@gmail.com ----------
----
----------TO BUYER: ----------
----------CABO ROJO LAND ACQUISITION LLC ----------
----------733 Third Avenue----------
----------New York, NY 10017 ----------
----------Attention: Eileen Sawyer----------
----------Electronic Mail: roberto.ruiz@ccgc.com.do----------
----
----------TO BROKER: ----------
----------Calle Cádiz 1218 ----------
----------Puerto Nuevo ----------
----------San Juan, PR 00920----------
----------Attention: José Enrique Pérez Cruz ----------
----------Electronic Mail: passportre@gmail.com----------

---**Eleven:** SELLER represents and warrants to BUYER that, to the best of SELLER's knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or

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contaminating substances. EXCEPT FOR THE FOREGOING REPRESENTATION, BUYER ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER BY SELLER OR ANY AGENT, OFFICER, EMPLOYEE OR REPRESENTATIVE THEREOF REGARDING THE PROPERTY. BUYER HEREBY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS SALE IS MADE WITHOUT REPRESENTATION, COVENANT OR WARRANTY OF ANY KIND (WHETHER EXPRESS, IMPLIED OR STATUTORY) BY SELLER.----------

---**Twelve:** The appearing parties acknowledge that the BROKER, José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy-eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the subject of this purchase and sale. The fees to Mr. Pérez Cruz and his associates, if any, for said service are the responsibility of BUYER and have been paid by BUYER to BROKER simultaneously with the execution of this public deed. Said fees amount to TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000), equivalent to five percent (5%) of the Purchase Price of the Property, and BROKER hereby acknowledges receipt thereof in form and substance acceptable to BROKER. ----------

---**Thirteen:** The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed.----------

---**Fourteen:** In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgement or judicial order, then and in that event, the rest of this public deed will continue in full force and effect. ----------

---**Fifteen:** The parties hereto agree and oblige themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver

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whatever documents or instruments, public or private, which may be necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any Rectification Deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of BUYER, except that each party shall bear the fees of their respective counsel. ----------

---**FOURTH:** The Notary advises BUYER as to the importance of filing the corresponding Property Tax Exemption and/or Change of Ownership Applications in the Municipal Revenue Collection Center (CRIM), and to obtain before the execution of this Deed, a Certification indicating whether the Property owes any sums related to property taxes. According to the Law, BUYER is responsible for filing at the Municipal Revenue Collection Center (CRIM) within the next thirty (30) days the corresponding application for Property Tax Exemption and /or Change of Ownership. The BUYER hereby declares that it is fully aware of the above-mentioned obligations and releases the subscribing Notary from this responsibility.----------

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----------**ACCEPTANCE AND WARNINGS**----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed as drafted, to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following:----------

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing notary public, and therefore, the parties agree to release the notary public from any and all liabilities with respect to any errors or omissions committed

in the preparation of such title abstract. Said title abstract was prepared by Capital Title Services Inc., and dated March sixteen (16), two thousand twenty-three (2023); ----------

-----(c) that subsequent to the date of such title abstract and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry of the Property of Puerto Rico that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry of the Property of Puerto Rico as of the date of the title abstract. ----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry of the Property of Puerto Rico, or direct corroboration by examining the books of the Registry of the Property of Puerto Rico, and that the negative certification of the Registry of the Property of Puerto Rico does not exclude the possibility of liens recorded after the date of the certification; ----------

-----(e) the right of the BUYER to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights. ----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.;----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property; ----------

-----(h) of the importance of recording a copy of this Deed in the Registry of the Property of Puerto Rico, the costs relating thereto and of the consequences that would result if a certified copy of this Deed is not recorded in the Registry of the Property of Puerto Rico; ----------

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-----(i) of the desirability of performing a search of the records of the Municipal Revenue Collection Center (CRIM) to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property; ----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations; ----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its content.----------

-----(l) of the need and consequences of filing the "*Planillas Informativas Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles*" with the Puerto Rico Treasury Department; and----------

-----(m) that they have received the orientation required by the Federal Law for the reduction of risks provoked by lead based paints in residential dwellings ("Residencial Lead-Paint Hazard Reduction Act", 42 U.S.C. §§ 4851 et seq.). In addition, it has been complied with the Disclosure Rule required by the Housing and Urban Development Department of the United States of America (HUD) and the Environmental Protection Agency (EPA) about the reach of these warnings in case there exists a structure in the Property, leaving the authorizing Notary free of any responsibility to this effect. ----------

----------READING, ACCEPTANCE AND EXECUTION---------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed as drafted, to their entire satisfaction, having I, the Notary Public, made to the appearing parties the necessary legal warnings concerning its execution. I, the Notary, hereby certify that this Deed was read by the persons appearing herein; that I advised them of their right to have witnesses present at the execution hereof, which right they have waived; that they acknowledge that they understand the

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contents of this Deed and the legal effects thereof; and that thereupon they signed this Deed before me and affixed their initials to each and every page hereof. ----------

---As to everything else contained in this public instrument, I the Notary, ATTEST AND GIVE FAITH. ----------

---Signed, sealed, marked and flourished by the authorizing Notary, Jorge Antonio Morales Cordero.----------

---Therein also appear the signature of the appearing parties and their initials on the margin of each page. The corresponding internal revenue stamps, legal assistant stamps and the notarial tax stamp are adhered thereon. ------

---I, the Notary, CERTIFY that the foregoing is a true and exact copy of Deed Number Three (3), which contains sixteen (16) pages (folios), the original of which forms part of my protocol of public instruments for the year two thousand twenty-three (2023).----------

---IN WITNESS WHEREOF, and to deliver to Cabo Rojo Land Acquisition LLC, I issue the first certified copy, which I sign, seal, mark and flourish in San Juan, Puerto Rico, on March twenty-four (24), two thousand twenty-three (2023). ----------

Notary Public

JORGE A. MORALES CORDERO
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EXHIBIT A

MORTGAGE NOTE

PRINCIPAL SUM: TWO MILLION DOLLARS ($2,000,000)

FOR VALUE RECEIVED, the undersigned promises to pay to the order of PLAYA RUSTICA LLC ("Mortgagee"), the principal sum of TWO MILLION DOLLARS ($2,000,000), plus interest on the outstanding principal balance of this note, at the rate of FOUR PERCENT (4%) per annum, starting on the date hereof and until full payment thereof. The aforesaid principal sum will be paid by the undersigned to the order of mortgagee in four (4) installments of FIVE HUNDRED THOUSAND DOLLARS ($500,000) each, respectively maturing on the following dates:

(i) A first (1st) installment of principal of FIVE HUNDRED THOUSAND DOLLARS ($500,000), maturing on March twenty-four (24), two thousand twenty-four (2024);
(ii) A second (2nd) installment of principal of FIVE HUNDRED THOUSAND DOLLARS ($500,000), maturing on March twenty-four (24), two thousand twenty-five (2025);
(iii) A third (3rd) installment of principal of FIVE HUNDRED THOUSAND DOLLARS ($500,000), maturing on March twenty-four (24), two thousand twenty-six (2026); and
(iv) A fourth (4th) installment of principal of FIVE HUNDRED THOUSAND DOLLARS ($500,000), maturing on September twenty-four (24), two thousand twenty-six (2026).

The aforesaid interest will be payable in installments maturing simultaneously with the aforesaid principal installments.

Any delay of fifteen (15) or more calendar days in the payment of any principal or interest installment will constitute a default hereunder and will trigger the accelerated maturity of all principal and interest then due hereunder.

The undersigned hereby waives presentment, protest, demand and notice of non-payment.

In the event the Mortgagee shall take recourse to foreclosure or other judicial proceedings for the collection of all or any of the principal hereof or any interest hereon, the undersigned hereby agrees to pay an additional amount equal to ten percent (10%) of the principal amount of this Mortgage Note as a liquidated amount without necessity of further liquidation or approval by the Court to cover costs and expenses (including reasonable attorneys' fees and expenses) of such foreclosure or judicial proceedings.

This mortgage note is secured by a mortgage encumbering real estate, as it appears from Deed Number Two (2), executed on March twenty-four (24), two thousand twenty-three (2023), in San Juan, Puerto Rico, before the undersigned notary public, and the mortgagee shall be entitled to the benefit and security of all of the provisions and conditions set forth in said deed of mortgage.

In San Juan, Puerto Rico, on this twenty-fourth (24th) day of March, two thousand twenty-three (2023).

CABO ROJO LAND ACQUISITION LLC

By: _____
Name: Gladys Omayra Fontanez Reyes
Title: Authorized Representative

Affidavit Number: -4221-

Acknowledged and subscribed before me in San Juan, Puerto Rico, on this twenty-fourth (24th) day of March, two thousand twenty three (2023), by Gladys Omayra Fontanez Reyes, of legal age, single, attorney at law and resident of San Juan, Puerto Rico, in her capacity as Authorized Representative of Cabo Rojo Land Acquisition LLC, who is personally known to me.

Notary Public

JORGE A. MORALES GORDERO ABOGADO-NOTARIO

JORGE A. DÍAZ BRUGUERAS ABOGADO-NOTARIO

RECIBO 4022-00979525 Sello 9998.2 9397 03/23/2023 $5.00 Sello de Asistencia Legal 80015-2023-0323-31414086

DEPARTAMENTO *de* JUSTICIA

ESTADO LIBRE ASOCIADO DE PUERTO RICO

CERTIFICACIÓN DEL NOTARIO QUE PRESENTA DOCUMENTO EN EL REGISTRO DE LA PROPIEDAD INMOBILIARIA DE PUERTO RICO POR LA VÍA TELEMÁTICA

CERTIFICO: Que la copia en formato PDF de la Escritura Núm. Tres (3) sobre "Purchase and Sale", autorizada por mí en San Juan, Puerto Rico, el veinticuatro (24) de marzo de dos mil veintitrés (2023), que se está presentando en esta fecha en el Registro de la Propiedad, es una copia fiel y exacta de la copia certificada de dicha escritura.

En San Juan, Puerto Rico, hoy veintiocho (28) de marzo de dos mil veintitrés (2023).

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

Notario

----------**ESCRITURA NUMERO: SETENTA Y DOS (72)**---------
---------- **DEED NUMBER SEVENTY TWO (72)**----------

----------**COMPRAVENTA**----------
----------**DEED OF SALE**----------

-----En San Juan, Puerto Rico, a los veintiséis (26) días del mes de octubre de año dos mil veintidós (2022).----------
---In San Juan, Puerto Rico, this Twenty Six (26) day of October of the year Two Thousand Twenty-Two (2022). ----------
---
----------**ANTE MI**----------
----------BEFORE ME----------

-----CARLOS TOMASSINI RAMIREZ, abogado y notario público, en y para el Estado Libre Asociado de Puerto Rico, con residencia y estudio abierto en San Juan, Puerto Rico.----------
---CARLOS TOMASSINI RAMIREZ, attorney and notary public, for the Commonwealth of Puerto Rico, with residence and offices located in San Juan, Puerto Rico----------
---
----------**COMPARECE**----------
----------**APPEAR**----------
---DE LA PRIMERA PARTE: *PUERTO RICO FARM CREDIT, ACA,* sucesor en derecho de la Puerto Rico Production Credit Association por la fusión de esta con el Federal Land Bank Association of San Juan, a tenor con la sección siete punto ocho (7.8) de la Ley del Congreso de los Estados Unidos de América conocida por el Agricultural Credit Act of 1987, título doce sección 2279 (c1), instrumentalidad del gobierno de los Estados Unidos con oficinas principales en San Juan, Puerto Rico, seguro social patronal número seis seis guión cero tres tres cero ocho seis ocho (66-0330868), representada en este acto RICARDO L. FERNANDEZ CRUZ, mayor de edad, casado, ejecutivo y vecino de San Juan, Puerto Rico. Las facultades del representante están acreditadas en la Resolución Corporativa del once (11) de febrero de dos mil veinte (2020), la cual ha sido revisada por el notario fedatario y cumple con todos los requisitos y formalidades de ley. Dichas facultades para este otorgamiento están acreditadas en el Registro de la ***Propiedad*** de Puerto Rico, denominada en este instrumento como "**LA VENDEDORA**".----------

-----AS PARTY OF THE FIRST PART: PUERTO RICO FARM CREDIT, ACA, succeeding in right of the Puerto Rico Production Credit Association by the fusion of this with the Federal one Land Bank Association of San Juan, to state with the section seven point eight (7,8) of the Law of the Congress of the United States of America known by the Farming one Credit Act of 1987, title twelve section 2279 (c1), instrumentality of the government of the United States with main offices in San Juan, Puerto Rico, represented in this act by RICARDO L. FERNANDEZ CRUZ, of legal age, married, executive and resident of San Juan, Puerto Rico. The faculties of the representative are creditable in the Corporate Resolution of the February eleven (11) of two thousand twenty (2020). In accordance with Articles Ten (10) and Two Hundred Twenty-nine (229) of Law Number Two Hundred Ten (210) of December eight (8), two thousand fifteen (2015), known as the "Real Estate Property Registry Law of the Commonwealth of Puerto Rico "I hereby certify that I have before me the mentioned Resolution and I also certify that it meets with the applicable requirements and formalities

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required by law, *hereinafter called* ***THE SELLER***.----------
---

---**DE LA SEGUNDA PARTE: CABO ROJO LAND ACQUISITION, LLC**, compañía de responsabilidad limitada constituida y existente bajo las leyes del Estado de Delaware, Estados Unidos de América, representada en esta escritura pública por su representante autorizado, Gladys Omayra Fontanez Reyes (en adelante "Gladys"), quien es mayor de edad, soltera, abogada y residente de San Juan, Puerto Rico, y que está autorizada para comparecer en representación del Comprador según Certificado de Resolución de Cabo Rojo Land Acquisition, LLC, ejecutado en octubre veintiséis (26), de dos mil veintidós (2022)), por Eileen Sawyer, como Gerente de Cabo Rojo Land Acquisition, LLC, en New York, Estados Unidos, ante notario público Eric Orenstein. Yo, el Notario, por la presente certifico que he revisado el original de dicho Certificado de Resolución, y que, en mi opinión, cumple con todos los requisitos legales necesarios para autorizar a Gladys a comparecer en esta escritura pública en nombre del Comprador", en adelante denominados como **LOS COMPRADORES**.----------

---***AS PARTY OF THE SECOND PART:*** **CABO ROJO LAND ACQUISITION, LLC**, a limited liability company organized and existing under the laws of the State of Delaware, United States of America, represented in this public deed by its authorized representative, Gladys Omayra Fontanez Reyes (hereinafter "Gladys "), who is of legal age, single, attorney at law and resident of San Juan, Puerto Rico, and who is authorized to appear herein on behalf of Buyer as per Certificate of Resolution of Cabo Rojo Land Acquisition, LLC, executed on October twenty six (26), two thousand twenty two (2022), by Eileen Sawyer, as Manager of Cabo Rojo Land Acquisition, LLC, in New York, United States, before notary public Eric Orenstein. I, the Notary, hereby certify that I have revised the original of said Certificate of Resolution, and that, in my opinion, it complies with all legal requirements necessary to authorize Gladys to appear in this public deed on behalf of Buyer". hereinafter called as **"THE BUYERS"**.--------
---

---**DOY FE** de conocer personalmente a los comparecientes, así como por sus dichos de su edad, estado civil, profesión y vecindad y la capacidad que comparecen aquí. Me aseguran tener, y a mi juicio tienen, la capacidad legal suficiente para este otorgamiento, y en tal virtud libremente: ----------
---

---**I ATTEST** of my personal knowledge of the appearing and through their verbal expressions of their age, civil status, profession and residence and the capacity that they appear herein. They assure and in my judgment they have enough legal capacity for the execution of this deed, by virtue of which they freely:----------
---

----------**EXPONEN**----------
---------- **STATE** ----------
---**PRIMERO**: Que las siguientes propiedades descritas más adelante en el idioma español según surge del Registro de la Propiedad de San Germán, pertenecen a "**LA VENDEDORA**".---
---

---**FIRST**: That the following properties described as it arises in the Spanish language, from the Registry of the Property of San Germán, belongs to ***THE SELLER***.----------
---

---**Descrita conforme a su inscripción PRIMERA, como**

CARLOS TOMASSINI RAMIREZ PUERTO RICO ABOGADO-NOTARIO

RLFC

6.D.F.R.

sigue:----------
---A) RUSTICA: Parcela Número Setenta y Siete (77) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.) equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes al NORTE, con el Mar Caribe; por el SUR, con parcela número treinta y ocho (38) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con parcela número setenta y ocho (78) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5) pertenecen a esta parcela y por el OESTE, con la parcela número setenta y seis (76) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5) pertenecen a esta parcela.----------
---Para uso de fines agrícola.----------

---Observación: En la inscripción segunda indica que la propiedad esta descrita conforme a la inscripción primera a diferencia que en el documento que en dicha inscripción se inscribió hoy linda por el NORTE, en una distancia de setenta y tres (73.00) metros lineales, con la zona marítima; por el SUR, en una distancia de setenta y uno punto cero cuatro (71.04) metros lineales, con la parcela de Enrique Carlo Aymat; por el ESTE, en una distancia de doscientos ochenta y nueve punto noventa y nueve (289.99) metros lineales, con la parcela número setenta y ocho (#78); y por el OESTE, en una distancia de doscientos ochenta y cinco punto sesenta (285.60) metros lineales, con una servidumbre de paso de diez (10.00) metros de ancho, cinco (5.00) de los cuales pertenecen a esta parcela y que la separa de la parcela número setenta y seis (#76), con una cabida de diecinueve mil seiscientos cincuenta y dos (19,652.00) metros cuadrados.----------

---Inscrita al folio noventa y seis (96) del tomo ochocientos cinco (805) de Cabo Rojo, finca número dieciocho mil ochocientos seis (18,806), Registro de la Propiedad de San Germán.----------

----------Catastro Número 379-000-009-01-000----------

---Descrita conforme a su inscripción SEPTIMA:----------
---B) RUSTICA: Parcela número ciento treinta y ocho (138), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalente a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, parcela número treinta y dos (32) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número seis (6) y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número quince (15) y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela y por el OESTE, con la parcela número treinta (30) y servidumbre de paso de diez (10.00) metros de los cuales cinco (5) pertenecen a esta parcela.-----
---Para uso de fines agrícola.----------

---Nota: En la primera inscripción describen el número de la

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parcela al Oeste dice treinta y uno (#31); en la inscripción tercera dice parcela treinta y uno (31) y en la última descripción de la finca que fue recuperada en los libros azules (ágora), el número de la parcela que dice al Oeste es la número treinta (#30) como se relacionan en este estudio.

---Inscrita al folio ciento cuarenta y dos (142) del tomo ochocientos sesenta y cuatro (864) de Cabo Rojo, finca número dieciocho mil setecientos sesenta y dos (18,762), Registro de la Propiedad de Cabo Rojo.----------

----------Catastro Número 402-018-327-35-000----------

---C) RUSTICA: Parcela número dieciséis (16), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalente a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con terrenos de los hermanos Ruiz y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5) metros, pertenecen a esta parcela; por el SUR, con la parcela número sesenta y cuatro (64) y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número ciento ochenta (180) y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela y por el OESTE, parcela número quince (15) y servidumbre de paso de diez (10.00) metros, de los cuales cinco (5) pertenecen a esta parcela.----------
---Para uso de fines agrícolas.----------

---Inscrita al folio trece (13) del tomo quinientos ocho (508) de Cabo Rojo, finca número dieciocho mil seiscientos noventa y cuatro (18,694), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-008-327-33-000----------

---Descrita conforme a su inscripción SEPTIMA:----------
---D) RUSTICA: Parcela número treinta y tres (33), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalente a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con terrenos de Víctor Quiles y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) metros, pertenecen a esta parcela; por el SUR, con la parcela número cinco (5) y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número ciento treinta y ocho (138) y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela y por el OESTE, con servidumbre de paso de veinte punto sesenta (20.60) metros de ancho.----------
---Para uso de fines agrícola.----------

---Nota: En la primera inscripción describen la finca por su linde Norte, con la parcela número ciento treinta y ocho (#138) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela y por el Oeste, con la parcela número treinta y nueve (#39) y servidumbre de paso de diez (10.00) metros de ancho de los

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cuales cinco (5.00) pertenecen a esta parcela. La última descripción de la finca es y fue recuperada en los libros azules (ágora) y el linde que consta por el Norte y Oeste es como se relacionan en este estudio.----------

---Inscrita al folio veinticinco (25) del tomo quinientos ocho (508) de Cabo Rojo, finca número dieciocho mil seiscientos noventa y seis (18,696), Registro de la propiedad de San Germán.----------

----------Catastro Número 402-018-327-36-000----------

---Descrita conforme a su inscripción SEPTIMA:----------
---E) RUSTICA: Parcela número quince (15) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalente a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, parcela número dieciséis (16) y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) metros, pertenecen a esta parcela; por el SUR, con la parcela número seis (6) y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número dieciséis (16) y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela y por el OESTE, con la parcela número ciento treinta y ocho (138) y servidumbre de paso de diez (10.00) metros, de los cuales cinco (5) pertenecen a esta parcela.----------
---Para uso de fines agrícolas.----------

---Inscrita al folio ciento cuarenta y ocho (148) del tomo ochocientos sesenta y cuatro (864) de Cabo Rojo, finca número dieciocho mil setecientos setenta y nueve (18,779), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-008-327-34-000----------

---Descrita conforme a la inscripción SEPTIMA, como sigue:
---F) RUSTICA: Parcela número cincuenta y cuatro (54) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes al NORTE, con terrenos de Merino Quirino Pedroso y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela; por el SUR, con la parcela número cincuenta y tres (53) y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con terrenos de Ricardo Enrique Carlo Díaz y por el OESTE, con la parcela número cincuenta y cinco (55).----------
---Para uso de fines agrícolas.----------

---Inscrita al folio treinta y cuatro (34) del tomo ochocientos sesenta y cuatro (864) de Cabo Rojo, finca número dieciocho mil setecientos siete (18,707), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-009-327-30-000----------

--Descrita conforme a la inscripción SEPTIMA, como sigue:-
---G) RUSTICA: Parcela número cincuenta y cinco (55),

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radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con terrenos de Merino Quirino Pedroso y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela; por el SUR, con la parcela número cincuenta y dos (52); por el ESTE, con la parcela número cincuenta y cuatro (54) y por el OESTE, con la parcela número cincuenta y seis (56).--
---Para uso de fines agrícolas.----------

---Inscrita al folio treinta y siete (37) del tomo ochocientos sesenta y cuatro (864) de Cabo Rojo, finca número dieciocho mil setecientos ocho (18,708), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-009-327-29-000----------

---Descrita conforme a la inscripción SEPTIMA, como sigue:
---H) RUSTICA: Parcela número cincuenta y seis (56), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con terrenos de Merino Quirino Pedroso y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela; por el SUR, con la parcela número cincuenta y dos (52); por el ESTE, con la parcela número cincuenta y cinco (55) y por el OESTE, con la parcela número cincuenta y siete (57).------
---Para uso de fines agrícolas.----------

---Inscrita al folio cuarenta y uno (41) del tomo ochocientos sesenta y cuatro (864) de Cabo Rojo, finca número dieciocho mil setecientos nueve (18,709), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-008-327-28-000----------

---Descrita conforme a la inscripción SEPTIMA, como sigue:
---I) RUSTICA: Parcela número cincuenta y siete (57), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con terrenos de Merino Quirino Pedroso y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela; por el SUR, con las parcelas números ciento ochenta (180) y cincuenta y dos (52); por el ESTE, con la parcela número cincuenta y seis (56) y por el OESTE, con terrenos de los hermanos Ruiz y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela.----------
---Para uso de fines agrícolas.----------

---Inscrita al folio cuarenta y cuatro (44) del tomo ochocientos sesenta y cuatro (864) de Cabo Rojo, finca número dieciocho mil setecientos diez (18,710), Registro de la propiedad de San Germán.----------

----------Catastro Número 402-008-327-27-000----------

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---J) RUSTICA: Parcela número ciento setenta y ocho (178), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con las parcelas números cinco (5), seis (6) y sesenta y cuatro (64) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela; por el SUR, con las parcelas números ciento setenta y seis (176) y sesenta y seis (66) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela; por el ESTE, con la parcela número treinta y dos (32) y por el OESTE, con la parcela número ciento setenta y seis (176) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela.----------
---Para uso de fines agrícolas.----------

---Inscrita al folio ciento ochenta y siete (187) del tomo ochocientos sesenta y cuatro (864) de Cabo Rojo, finca número dieciocho mil ochocientos trece (18,813), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-028-327-49-000----------

---Descrita conforme a su inscripción OCTAVA, como sigue:
---K) RUSTICA: Parcela número sesenta y nueve (69) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con la parcela número setenta y uno (71) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con el Mar Caribe; por el SUR, con la parcela número ochenta y tres (83) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con servidumbre de paso de diez (10.00) metros de ancho; por el ESTE, con la parcela número sesenta y ocho (68) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con la parcela número sesenta (70) y servidumbre de paso de diez (10.00) metros de ancho y por el OESTE, con la parcela número setenta (70) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con la parcela número ochenta y uno (81).----------
---Para uso de fines agrícolas.----------

---Inscrita al folio ciento treinta y nueve (139) del tomo quinientos ocho (508) de Cabo Rojo, finca número dieciocho setecientos quince (18,715), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-017-327-16-000----------

---Descrita conforme a su inscripción OCTAVA, como sigue:
---L) RUSTICA: Parcela número setenta (70) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y

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seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con la parcela número setenta y uno (71) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con el Mar Caribe; por el SUR, con la parcela número ochenta y uno (81) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con servidumbre de paso de diez (10.00) metros de ancho; por el ESTE, con la parcela número sesenta y nueve (69) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con la parcela número setenta y uno (71) y por el OESTE, con el Mar Caribe antes, hoy con la parcela número sesenta y nueve (69).----------
---Para uso de fines agrícolas.----------

---Inscrita al folio sesenta y dos (62) del tomo ochocientos sesenta y cuatro (864) de Cabo Rojo, finca número dieciocho setecientos dieciséis (18,716), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-007-327-15-000----------

---Descrita conforme a su inscripción OCTAVA, como sigue:
---M) RUSTICA: Parcela número ochenta y uno (81) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con la parcela número setenta (70) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con el Mar Caribe; por el SUR, con terrenos del Sr. José Fas antes, hoy con servidumbre de paso de diez (10.00) metros de ancho; por el ESTE, con la parcela número ochenta y dos (82) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con la parcela número sesenta y nueve (69) y por el OESTE, con la parcela número ochenta (80) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con la parcela número ochenta (80).-------
---Para uso de fines agrícolas.----------

---Inscrita al folio ciento setenta y cinco (175) del tomo quinientos ocho (508) de Cabo Rojo, finca número dieciocho mil setecientos veintiuno (18,721), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-007-327-17-000----------

---Descrita conforme a su inscripción OCTAVA, como sigue:
---N) RUSTICA: Parcela número setenta y tres (73), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con la parcela número setenta y dos (72) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con las parcelas número setenta y uno (71) y setenta y dos (72); por el SUR, con las parcelas números sesenta y siete (67) y sesenta y ocho (68) y servidumbre de paso de diez

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(10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con la parcela número sesenta y cinco (65); por el ESTE, con las parcelas números sesenta y cinco (65) y sesenta y seis (66) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con la parcela número treinta y siete (37) y por el OESTE, con la parcela número setenta y uno (71) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con la parcela número sesenta y ocho (68) y servidumbre de paso de diez (10.00) metros de ancho.----------
---Para uso de fines agrícolas.----------

---Inscrita al folio ciento sesenta y tres (163) del tomo quinientos ocho (508) de Cabo Rojo, finca número dieciocho setecientos diecinueve (18,719), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-007-327-13-000----------

---O) RUSTICA: Parcela número sesenta y cinco (65) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con la parcela número sesenta y tres (73); por el SUR, con servidumbre de paso de diez (10.00) metros de ancho; por el ESTE, con la parcela número veintinueve (29) y por el OESTE, con las parcelas número sesenta y ocho (68) y ochenta y cuatro (84).----------
---Para uso de fines agrícolas.----------

---Inscrita al folio ciento quince (115) del tomo quinientos ocho (508) de Cabo Rojo, finca número dieciocho setecientos once (18,711), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-017-327-08-000----------

---P) RUSTICA: Parcela número veintinueve (29), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con la parcela número setenta y siete (77) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela; por el SUR, con servidumbre de paso de diez (10.00) metros de ancho; por el ESTE, con la parcela número treinta y ocho (38) y por el OESTE, con la parcela número sesenta y cinco (65).----------
---Para uso de fines agrícolas.----------

---Inscrita al folio doscientos cuarenta y siete (247) del tomo quinientos nueve (509) de Cabo Rojo, finca número dieciocho setecientos ochenta y tres (18,783), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-017-327-09-000----------

---Q) RUSTICA: Parcela número treinta y ocho (38) radicada en el Barrio Boquerón del término municipal de Cabo Rojo,

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Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con la parcela número cuarenta y uno (41); por el SUR, con servidumbre de paso de diez (10.00) metros de ancho; por el ESTE, con servidumbre de paso de diez (10.00) metros de ancho y por el OESTE, con la parcela número veintinueve (29).----------
---Para uso de fines agrícolas.----------

---Inscrita al folio doscientos ochenta y nueve (289) del tomo quinientos nueve (509) de Cabo Rojo, finca número dieciocho setecientos noventa (18,790), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-018-327-10-000----------

---R) RUSTICA: Parcela número sesenta y siete (67), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con servidumbre de paso de diez (10.00) metros de ancho; por el SUR, con terrenos de José Fas; por el ESTE, con la parcela número diecisiete (17) y por el OESTE, con servidumbre de paso de diez (10.00) metros de ancho.----------
---Esta parcela es para uso de fines agrícolas.----------

---Inscrita al folio ciento veintisiete (127) del tomo quinientos ocho (508) de Cabo Rojo, finca número dieciocho setecientos trece (18,713), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-017-327-23-000----------

---S) RUSTICA: Parcela número diecisiete (17) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con servidumbre de paso de diez (10.00) metros de ancho; por el SUR, con terreno de José Fas; por el ESTE, con servidumbre de paso de diez (10.00) metros de ancho y por el OESTE, con la parcela número sesenta y siete (67).----
---Esta parcela es para uso de fines agrícolas.----------

---Inscrita al folio doscientos veintinueve (229) del tomo quinientos nueve (509) de Cabo Rojo, finca número dieciocho setecientos ochenta (18,780), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-018-327-24-000----------

---SEGUNDO: Las fincas **letras A a la J,** constan inscritas a favor de PUERTO RICO FARM CREDIT, ACA, quien adquiere el dominio de esta finca por título de Venta Judicial, **finca letra "A"** por el precio de DOSCIENTOS UN MIL QUINIENTOS DOLARES ($201,500.00); **finca letra "B"** por el precio de CIENTO SETENTA MIL DOLARES ($170,000.00); **finca letra "C"** por el precio de CIENTO SETENTA MIL DOLARES ($170,000.00); **finca letra "D"** por el precio de CIENTO SETENTA MIL DOLARES ($170,000.00); **finca letra "E"** por el

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precio de TRESCIENTOS CUARENTA MIL DOLARES ($340,000.00); **finca letra "F"** por el precio de CIENTO CUARENTA Y OCHO MIL SETECIENTOS CINCUENTA DOLARES ($148,750.00); **finca letra "G"** por el precio de CIENTO CUARENTA Y OCHO MIL SETECIENTOS CINCUENTA DOLARES ($148,750.00); **finca letra "H"** por el precio de CIENTO CUARENTA Y OCHO MIL SETECIENTOS CINCUENTA DOLARES ($148,750.00); **finca letra "I"** por el precio de CIENTO CUARENTA Y OCHO MIL SETECIENTOS CINCUENTA DOLARES ($148,750.00) y **finca letra "J"** por el precio de CIENTO CUARENTA Y OCHO MIL SETECIENTOS CINCUENTA DOLARES ($148,750.00), según consta de la Escritura Número Veinticinco (#25), otorgada en San Juan, Puerto Rico, el quince (15) de julio de dos mil dieciséis (2016), ante la notario Adriana Teresa Capacete Cabassa, e inscrita en cuanto a cada finca como se describe a continuación:----------

---Finca letra A: Inscrita al tomo Karibe, finca número dieciocho mil ochocientos seis (18806) de Cabo Rojo e inscripción novena (9na).----------

---Finca letra B: Inscrita al tomo Karibe, finca número dieciocho mil setecientos sesenta y dos (18762) de Cabo Rojo e inscripción duodécima (12ma).----------

---Finca letra C: Inscrita al tomo Karibe, finca número dieciocho mil seiscientos noventa y cuatro (18694) de Cabo Rojo e inscripción undécima (11ma).----------

---Finca letra D: Inscrita al tomo Karibe, finca número dieciocho mil seiscientos noventa y seis (18696) de Cabo Rojo e inscripción undécima (11ma).----------

---Finca letra E: Inscrita al tomo Karibe, finca número dieciocho mil setecientos setenta y nueve (18779) de Cabo Rojo e inscripción duodécima (12ma).----------

---Finca letra F: Inscrita al tomo Karibe, finca número dieciocho mil setecientos siete (18707) de Cabo Rojo e inscripción undécima (11ma).----------

---Finca letra G: Inscrita al tomo Karibe, finca número dieciocho mil setecientos ocho (18708) de Cabo Rojo e inscripción undécima (11ma).----------

---Finca letra H: Inscrita al tomo Karibe, finca número dieciocho mil setecientos nueve (18709) de Cabo Rojo e inscripción undécima (11ma).----------

---Finca letra I: Inscrita al tomo Karibe, finca número dieciocho mil setecientos diez (18710) de Cabo Rojo e inscripción undécima (11ma).----------

---Finca letra J: Inscrita al tomo Karibe, finca número dieciocho mil ochocientos trece (18813) de Cabo Rojo e inscripción undécima (11ma).----------

---Las fincas **letras K a la N,** constan inscritas a favor de PUERTO RICO FARM CREDIT, ACA, quien adquiere el dominio de esta finca por título de Venta Judicial, **finca letra "K"** por el precio de TRESCIENTOS MIL DOLARES ($300,000.00); **finca letra "L"** por el precio de TRESCIENTOS MIL DOLARES ($300,000.00); **finca letra "M"** por el precio de CIENTO CINCUENTA MIL DOLARES ($150,000.00) y la **finca letra "N"** por el precio de TRESCIENTOS MIL DOLARES ($300,000.00), según consta de la Escritura Número Quince (#15), otorgada en San Juan, Puerto Rico, el tres (3) de diciembre de dos mil doce (2012), ante la notario Laura M. Santana Mieres, e inscrita en cuanto a cada finca como se describe a continuación:----------

---Finca letra K: Inscrita al folio uno (1) del tomo mil treinta y uno (1031) de Cabo Rojo, finca número dieciocho mil setecientos quince (18715) e inscripción décima (10ma).----------

---Finca letra L: Inscrita al folio dos (2) del tomo mil treinta y

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uno (1031) de Cabo Rojo, finca número dieciocho mil setecientos dieciséis (18716) e inscripción décima (10ma).-------
---Finca letra M: Inscrita al folio setenta y ocho (78) del tomo ochocientos sesenta y cuatro (864) de Cabo Rojo, finca número dieciocho mil setecientos veintiuno (18721) e inscripción décima (10ma).----------
---Finca letra N: Inscrita al folio tres (3) del tomo mil treinta y uno (1031) de Cabo Rojo, finca número dieciocho mil setecientos diecinueve (18719) e inscripción décima (10ma).-----

---Las fincas **letras O a la S,** constan inscritas a favor de PUERTO RICO FARM CREDIT, ACA, quien adquiere el dominio de esta finca por título de Venta Judicial, **finca letra "O"** por el precio de CIENTO CINCUENTA MIL DOLARES ($150,000.00); **finca letra "P"** por el precio de CIENTO CINCUENTA MIL DOLARES ($150,000.00); **finca letra "Q"** por el precio de CIENTO CINCUENTA MIL DOLARES ($150,000.00); **finca letra "R"** por el precio de CIENTO CINCUENTA MIL DOLARES ($150,000.00) y la **finca letra "S"** por el precio de CIENTO CINCUENTA MIL DOLARES ($150,000.00), según consta de la Escritura Número Ciento Cuarenta y Siete (#147), otorgada en San Juan, Puerto Rico, el veintiuno (21) de noviembre de dos mil dieciocho (2018), ante el notario Ian Marini Biaggi, presentada al asiento dos mil dieciocho guión uno uno nueve ocho seis nueve guión SG cero uno (2018-119869-SG01), pendiente de inscripción.----------
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---**SECOND:** Properties letters **"A" to "J"** recorder to favor of PUERTO RICO FARM CREDIT, ACA who acquired the title by Judicial Sale, **Property "A",** for the sum of TWO HUNDRED ONE THOUSAND FIVE HUNDRED DOLLARS ($201,500.00); **Property "B"** for the sum of ONE HUNDRED SEVENTY THOUSAND DOLLARS ($170,000.00); **Property "C"** for the sum of ONE HUNDRED SEVENTY THOUSAND DOLLARS ($170,000.00); **Property "D"** for the sum of ONE HUNDRED SEVENTY THOUSAND DOLLARS ($170,000.00); **Property "E"** for the sum of THREE HUNDRED FORTY THOUSAND DOLLARS ($340,000.00); **Property "F"** for the sum of ONE HUNDRED FORTY EIGHT THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($148,750.00); **Property "G"** for the sum of ONE HUNDRED FORTY EIGHT THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($148,750.00); **Property "H"** for the sum of ONE HUNDRED FORTY EIGHT THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($148,750.00); **Property "I"** for the sum of ONE HUNDRED FORTY EIGHT THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($148,750.00) and **Property "J"** for the sum of ONE HUNDRED FORTY EIGHT THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($148,750.00), Deed Number Twenty Five (25) executed in San Juan, Puerto Rico, July fifteen (15), two thousand sixteen (2016), before Notary Public Adriana Teresa Capacete, recorded for each farm as described below:----
---Property A: Recorded at volume Karibe, property number eighteen thousand eight hundred six (18806) of Cabo Rojo and entry number ninth (9).----------
---Property B: Recorded at volume Karibe, property number eighteen thousand seven hundred sixty two (18762) of Cabo Rojo and entry number twelfth (12).----------
---Property C: Recorded at volume Karibe, property number eighteen thousand six hundred ninety four (18694) of Cabo Rojo and entry number eleventh (11).----------
---Property D: Recorded at volume Karibe, property number eighteen thousand six hundred ninety six (18696) of Cabo Rojo and entry number eleventh (11).----------

---Property E: Recorded at volume Karibe, property number eighteen thousand seven hundred seventy nine (18779) of Cabo Rojo and entry number twelfth (12).----------
---Property F: Recorded at volume Karibe, property number eighteen thousand seven hundred seven (18707) of Cabo Rojo and entry number eleventh (11).----------
---Property G: Recorded at volume Karibe, property number eighteen thousand seven hundred eight (18708) of Cabo Rojo and entry number eleventh (11).----------
---Property H: Recorded at volume Karibe, property number eighteen thousand seven hundred nine (18709) of Cabo Rojo and entry number eleventh (11).----------
---Property I: Recorded at volume Karibe, property number eighteen thousand seven hundred ten (18710) of Cabo Rojo and entry number eleventh (11).----------
---Property J: Recorded at volume Karibe, property number eighteen thousand eight hundred thirteen (18813) of Cabo Rojo and entry number eleventh (11).----------

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---Properties letters **"K" to "N"** recorder to favor of PUERTO RICO FARM CREDIT, ACA who acquired the title by Judicial Sale, **Property "K",** for the sum of THREE HUNDRED THOUSAND DOLLARS ($300,000.00); **Property "L",** for the sum of THREE HUNDRED THOUSAND DOLLARS ($300,000.00); **Property "M",** for the sum of ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000.00) and **Property "N",** for the sum of THREE HUNDRED THOUSAND DOLLARS ($300,000.00); Deed Number Fifteen (15) executed in San Juan, Puerto Rico, December Three (3), two thousand twelve (2012), before Notary Public Laura M. Santana Mieres, recorded for each farm as described below:----------
---Property K: Recorded at page one (1) volume one thousand thirty one (1031) of Cabo Rojo, property number eighteen thousand seven hundred fifteen (18715) and entry tenth (10).---
---Property L: Recorded at page two (2) volume one thousand thirty one (1031) of Cabo Rojo, property number eighteen thousand seven hundred sixteen (18716) and entry tenth (10).--
---Property M: Recorded at page seventy eight (78) volume eight hundred sixty four (864) of Cabo Rojo, property number eighteen thousand seven hundred twenty one (18721) and entry tenth (10).----------
---Property N: Recorded at page three (3) volume one thousand thirty one (1031) of Cabo Rojo, property number eighteen thousand seven hundred nineteen (18719) and entry tenth (10).----------

---Properties letters **"O" to "S"** recorder to favor of PUERTO RICO FARM CREDIT, ACA who acquired the title by Judicial Sale, **Property "O",** for the sum of ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000.00); **Property "P",** for the sum of ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000.00); **Property "Q",** for the sum of ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000.00); **Property "R",** for the sum of ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000.00) and **Property "S",** for the sum of ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000.00); Deed Number One Hundred Forty Seven (147) executed in San Juan, Puerto Rico, November Twenty One (21), two thousand eighteen (2018), before Notary Public Ian Marini Biaggi, submitted to entry two thousand eighteen dash one one nine eight six nine dash SG zero one (2018-119869-SG01), pending registration.---
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---**TERCERO:** La antedicha **propiedad "A"** afecta a:----------

---POR SU PROCEDENCIA:----------

---LIBRE DE CARGAS----------

---POR SI:----------

---CONDICIONES RESTRICTIVAS, según consta de la Escritura Número Setenta y Tres (#73), otorgada en Mayagüez, Puerto Rico, el veintiséis (26) de febrero de mil novecientos noventa (1990), ante el notario Roberto M. García Rullán, e inscrita al margen del folio ochenta y cinco (85) del tomo quinientos diez (510) de Cabo Rojo, finca número dieciocho mil ochocientos seis (18806).----------

---TODAS LAS DEMAS **PROPIEDADES "B" a la "S"**:----------

---POR SU PROCEDENCIA Y POR SI:----------

---LIBRE DE CARGAS Y GRAVAMENES----------

---**THIRD:** The aforementioned real **property "A"** is:----------

---SERVITUDES----------

---FREE OF LIENS AND OBLIGATIONS----------

---BY ITSELF:----------

---RESTRICTIVE CONDITIONS, Deed Number Seventy-Three (#73), granted in Mayagüez, Puerto Rico, on February twenty-six (26), nineteen hundred and ninety (1990), before Notary Public Roberto M. García Rullán, and registered on the margin of folio eighty-five (85) of volume five hundred and ten (510) of Cabo Rojo, property number eighteen thousand eight hundred and six (18806).----------

---AL OTHER REAL **PROPERTIES "B" until "S"**:----------

---Servitudes and by itself:----------

---FREE OF OTHER LIENS AND OBLIGATIONS----------

---**CUARTO:** Los comparecientes de la primera y segunda parte tienen convenida la compraventa de las propiedades descritas en el párrafo **PRIMERO** de este instrumento, las cuales efectúan bajo las siguientes:----------

---

----**FOURTH:** The herein appearing parties have agreed to the sale of the properties described in paragraph **FIRST** of this deed, which they carry out under the following:----------

---

----------**CLAUSULAS Y CONDICIONES**----------

----------TERMS AND CONDITIONS----------

---**UNA: LA VENDEDORA** por la presente **VENDE, CEDE Y TRASPASA** a los **COMPRADORES,** quienes **COMPRAN, RECIBEN, ADQUIEREN Y ACEPTAN** las propiedades descritas en el párrafo **PRIMERO** de este instrumento con todos sus usos, derechos y servidumbres, y anexos por el convenido, alzado y ajustado precio de CINCO MILLONES SETECIENTOS CINCUENTA MIL DOLARES ($5,750,000.00), de los cuales se le establece un valor de:----------

---Finca letra A: QUINIENTOS MIL DOLARES ($500,000.00).---

---Finca letra B: DOSCIENTOS CINCUENTA MIL DOLARES

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($250,000.00).----------
---Finca letra C: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra D: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra E: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra F: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra G: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra H: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra I: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra J: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra K: QUINIENTOS MIL DOLARES ($500,000.00).---
---Finca letra L: QUINIENTOS MIL DOLARES ($500,000.00).---
---Finca letra M: QUINIENTOS MIL DOLARES ($500,000.00).---
---Finca letra N: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra O: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra P: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra Q: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra R: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra S: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------

---LA **VENDEDORA** manifiesta que recibir en este acto la dicha cantidad de CINCO MILLONES SETECIENTOS CINCUENTA MIL DOLARES ($5,750,000.00), por lo cual el VENDEDOR otorga LA PARTE COMPRADORA la más formal y eficaz carta de pago.----------

---**LOS COMPRADORES** serán responsable de los gastos de sellos y comprobantes de la copia certificada, honorarios y gastos de abogado y notario y la comisión del corredor.----------
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----ONE: THE SELLER hereby SELLS, CONVEYS AND TRANSFERS to THE BUYERS, who **PURCHASE, RECEIVE, ACQUIRE AND ACCEPT** the properties described in the **FIRST** paragraph of this deed with all its uses, rights and easements and attachments, at the agreed price of **FIVE MILLONS SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($5,750,000.00)** of which is established a value of:----------
---Property A: FIVE HUNDRED THOUSAND DOLLARS ($500,000.00).----------
---Property B: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property C: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property D: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property E: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property F: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property G: TWO HUNDRED FIFTY THOUSANSD DOLLARS

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($250,000.00).----------
---Property H: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property I: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property J: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property K: FIVE HUNDRED THOUSAND DOLLARS ($500,000.00).----------
---Property L: FIVE HUNDRED THOUSAND DOLLARS ($500,000.00).----------
---Property M: FIVE HUNDRED THOUSAND DOLLARS ($500,000.00).----------
---Property N: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property O: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property P: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property Q: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property R: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property S: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------

---**THE SELLER** hereby states that it received in this act the amount of **FIVE MILLONS SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($5,750,000.00)** for which SELLER acknowledges the full payment of the Purchase Price.----------

---**THE BUYERS** will be responsible for the costs of stamps and vouchers for the certified copy, fees and expenses of lawyer and notary and the commission of the realtor.----------
---

---**DOS**: Manifiesta **LA PARTE COMPRADORA** que a instancias de **LA VENDEDORA** han examinado e inspeccionado cuidadosamente los inmuebles objeto de esta compraventa; que conocen el estado de las mismas y que compran y aceptan los inmuebles como están ["as are"], y que, por lo tanto, no tiene obligación **LA VENDEDORA** de realizar reparaciones o mejora alguna a la misma como condición para la compraventa.---------

---**LA PARTE COMPRADORA** entiende y reconoce que **LA VENDEDORA** ha adquirido las Propiedades, directa o indirectamente, por medio de ejecución de hipoteca, dación en pago, cesión de derechos o transacciones similares, por lo cual nunca ha ocupado las Propiedades, por lo que no tiene conocimiento directo sobre la condición pasada y/o presente de la misma. **LA PARTE COMPRADORA** acuerda que esta compra se realiza sin recurso y en el estado y condición actual ("AS ARE WHERE ARE"), con todos sus defectos, sean ocultos o aparentes, y con todas las faltas o vicios en las Propiedades, sean conocidos o desconocidos, existentes al presente o que puedan surgir en adelante. **LA VENDEDORA** y sus agentes no hacen representación alguna ni garantizan de forma alguna, expresa o implícitamente, en forma oral o escrita, con respecto a las Propiedades incluyendo sin limitaciones respecto: (a) el valor, naturaleza, calidad o condiciones de las Propiedades, incluyendo sin limitaciones, el agua, terreno y geología; (b) el ingreso a ser derivado de las Propiedades; (c) la conveniencia de las Propiedades para cualesquiera y todos los propósitos, actividades y usos que **LA PARTE COMPRADORA** pueda dar a

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las Propiedades; (d) el cumplimiento de las Propiedades o de su operación con cualquiera leyes, reglas, ordenanzas o regulaciones de cualquier autoridad o cuerpo gubernamental aplicable; (e) la habitabilidad, mercadeabilidad, la comerciabilidad, lo beneficioso o la aptitud para un propósito particular de la Propiedad; (f) la manera o la calidad de la construcción o de los materiales, si los hubiere, incorporados en la Propiedad; (g) la manera, calidad, estado de la reparación o carencia de la reparación de las Propiedades; (h) la existencia de alguna vista desde las Propiedades o la posibilidad de que cualquier vista existente no será obstruida en el futuro; (i) cualquier otro asunto relacionado con respecto a las Propiedades; (j) la integridad estructural de cualquiera mejoras en las Propiedades; (k) la conformidad de las mejoras a cualquier plano o especificaciones para las Propiedades que pueda proporcionarse **LA VENDEDORA**, (l) la conformidad de lo construido en las Propiedades con los requisitos aplicables con la zonificación de las Propiedades o al código de construcción requerido; (m) la existencia de inestabilidad en el suelo, más allá de reparaciones del suelo, susceptibilidad a los derrumbamientos, desahogo de "under-shoring", desahogo del drenaje, o cualquier otra materia que afecta o puede afectar la estabilidad o la integridad de la tierra o cualesquiera edificios o las mejoras situadas sobre eso; o (n) si las Propiedades están situadas en un llano especial de la zona o de peligro de inundación, o en presencia de "wetlands" o de "shoreland". **LA PARTE COMPRADORA** reconoce que las Propiedades pueden no estar de acuerdo con la zonificación aplicable, el edificio, la salud u otra ley o códigos, y ni **LA VENDEDORA** ni cualquier persona particular que actúa como representante o agente de **LA VENDEDORA** ha ocupado las Propiedades y que las Propiedades pueden no estar en condiciones habitables. En adición, **LA PARTE COMPRADORA** reconoce y conviene sin la limitación de clase alguna que **LA VENDEDORA** no ha hecho ni hará, así como niega específicamente cualquier representación con respecto a conformidad de las Propiedades con la ley federal "Americans with Disabilities Act" o con cualquier protección del medio ambiente, contaminación o leyes de utilización del suelo, reglas, regulaciones, órdenes o requisito, según lo definido por las leyes y regulaciones estatales y federales, incluyendo y sin limitarse a regulaciones de la agencia de protección del medio ambiente o la disposición o la existencia, en las Propiedades, de cualquier sustancia peligrosa, según lo definido por la ley conocida como "Comprehensive Environmental Response Compensation and Liability Act of 1980", según enmendada, y demás regulaciones relacionadas. **LA PARTE COMPRADORA** manifiesta y asegura haber inspeccionado las Propiedades por sí o por conducto de sus agentes y representantes encontrándola a su entera satisfacción y que suscribe la presente Escritura con pleno conocimiento de las condiciones en que ésta se encuentra ("as are, where are"). En vista de todo lo anterior, **LA PARTE COMPRADORA** reconoce y acepta que **LA VENDEDORA** no le ofrece ninguna garantía por vicios y/o defectos ocultos y renuncia a cualquier acción o reclamación contra de **LA VENDEDORA** por cualquier estado en que se encuentren las Propiedades objeto de esta Escritura y expresamente releva a **LA VENDEDORA** de cualquier responsabilidad que ésta pudiera tener en las Propiedades objeto de esta Escritura.-------

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---**TWO**: The **BUYER** acknowledges that, upon request of the Seller, they carefully inspected the property subject of this transaction; that they know the physical state of the properties

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and that they buy and accept it ["as are"], therefore, the Seller does not have any obligation of making any improvements as a condition for this transaction. **The Purchaser** understands and acknowledges that **the Seller** has acquired the Properties, directly or indirectly, through foreclosure, payment in kind, assignment of rights or similar transactions, because of which the Seller has never occupied the Properties, and it has no direct knowledge about the past and/or present condition of the same. The Purchaser agrees that this purchase is made without recourse and in the current state and condition of the Properties ("AS ARE, WHERE ARE"), with all its defects, whether hidden or apparent, and with all faults or defects on the Properties, whether known or unknown, existing at present or that may hereafter arise. The Seller and its agents make no representations or warranties of any kind, expressed or implied, oral or written, with respect to the Properties including without limitation: (a) the value, nature, quality or condition of the Properties, including without limitation, water, soil and geology, (b) income to be derived from the Properties, (c) the suitability of the Properties for any and all purposes, activities and uses which the Purchaser may give the Properties, (d) compliance of the Properties or its operation with any laws, rules, ordinances or regulations of any governmental authority or body, (e) the habitability, merchantability, marketability, profitability or suitability of the Properties for a particular purpose; (f) the manner or quality of construction or materials, if any, built on the Properties, (g) the manner, quality, state of repair or lack of repair of the Properties, (h) existence of a view from the Properties or the possibility that any existing view will not be obstructed in the future, (i) any other issue regarding the Properties, (j) the structural integrity of any improvements on the Properties, (k) the conformity of the improvements to any plan or specification for the Properties that may be provided to the Seller, (l) the conformity of the buildings on the Properties with the zoning requirements applicable to the Properties or the building code required, (m) the existence of soil instability, past soil repairs, susceptibility to landslides, sufficiency of under-shoring sufficiency of drainage, or any other matter that affects the stability or integrity of any land or buildings or improvements located thereon, or (n) if the Properties is situated on a plain area or special flood hazard, or in the presence of wetlands or shoreland. The Purchaser acknowledges that the Properties may not be in accordance with the applicable zoning, building, health or other laws or regulations, and neither the Seller nor any private person acting as a representative or agent of the Seller has occupied the Properties and that the Properties may not be in habitable conditions. In addition, the Purchaser acknowledges and agrees without limitation of any kind that the Seller has not made nor will make, and specifically denies any representation regarding the Properties in accordance with federal law, Americans with Disabilities Act, or any environmental protection, pollution or land use laws, rules, regulations, orders or requirements, as defined by law and state and federal regulations, including but not limited to agency regulations to protect the environment or the provision or the existence, on the Properties, of any hazardous substance as defined by the law known as the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and other related regulations. The Purchaser represents and claims to have inspected the Properties itself or through its agents and representatives finding it to the Purchaser's satisfaction, and that it signs this Deed with full knowledge of the conditions

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under which the Properties is found (as is, where is). In view of the foregoing, the Purchaser acknowledges and agrees that the Seller does not extend any warranty for vices and/or hidden defects and waives any action or claim against the Seller for the condition of the Properties and expressly relieves the Seller from any liability it may have regarding the Properties.----------

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---**TRES:** La compraventa objeto de esta escritura se realiza por un precio alzado y no a razón de un tanto por unidad o número. Consecuentemente, ninguna de las partes tendrá derecho u obligación alguna en caso de aumento o disminución de cabida en las propiedades. "**LOS COMPRADORES**" asumen exclusivamente la responsabilidad y los costos envueltos de cualquier gestión que resulte necesaria para corregir la cabida de las propiedades en caso de que una mensura de la misma refleje cualquier disminución o aumento en la cabida que se señala en la descripción que de la propiedad se hace en la presente Escritura.----------

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---**THREE**: The purchase and sale object of this deed is carried out for a lump sum price and not at the rate of a percentage per unit or number. Consequently, neither party will have any right or obligation in the event of an increase or decrease in the capacity of the properties. "**THE BUYERS**" assume exclusively the responsibility and the costs involved in any management that is necessary to correct the capacity of the property in the event that a measurement of the same reflects any decrease or increase in the capacity that is indicated in the description that the property is made in this Deed.----------

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---**CUATRO**: "**LOS COMPRADORES**" afirman en este acto, que no son empleados o directores de Puerto Rico Farm Credit, ACA, ni están relacionados de forma alguna con ningún empleado o director.----------

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---**FOUR**: "**THE BUYERS**" hereby affirm that they are not an employee or director of Puerto Rico Farm Credit, ACA, nor are they related in any way to any employee or director.----------

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---**CINCO**: Como parte de los acuerdos entre las PARTES, los otorgantes convienen que la VENDEDORA pagará las contribuciones sobre las propiedades tasadas que se adeuden hasta el día de hoy, si alguna. De hoy en adelante las contribuciones sobre las propiedades, incluyendo aquellas tasadas con posterioridad a este acto y que correspondan a periodos anteriores al mismo, serán satisfechas por y/o pagadas por la PARTE COMPRADORA y serán responsabilidad absoluta de la PARTE COMPRADORA. LA PARTE COMPRADORA renuncia a cualquier reclamación contra la VENDEDORA por tal concepto. LA VENDEDORA no será responsable de ninguna cantidad adeudada, pagada o pagadera luego de la fecha de esta escritura, incluyendo pero sin limitarse a contribuciones sobre la propiedad, penalidades y/o intereses adeudados, puestos al cobro o tasados como resultado de contribuciones retroactivas, pospuestas y/o adicionales resultado de cualquier ajuste en el valor de tasación de la propiedad para fines contributivos, cualquier cambio de exoneración contributiva y/o cualquier cambio en el uso, construcción y/o mejoras a las propiedades.----------

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---**FIVE**: As part of the agreements between the BUYER and the SELLER, the parties agree that SELLER is responsible for the property taxes assessed and due as of today, if any. Henceforth,

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the property taxes, including those assessed after the execution of this deed and that correspond to periods prior to the date of this deed with be borne and paid by the BUYER and they will be the BUYER's sole responsibility. The BUYER waives the right to file a claim against the SELLER for such concept. The SELLER shall not be responsible for any amount due, paid and/or to be paid after the day of this deed, including but not limited to any taxes, penalties and/or interest assessed and/or due as a result of retroactive, postponed or additional properties taxes resulting from any adjustment in the appraised value of the Properties, any change in the properties tax exemption and/or any change in the use of, construction on, and/or improvement to the Properties.----------

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---**SEIS:** Los comparecientes reconocen haber examinado copia de una certificación expedida por el Centro de Recaudación de Ingresos Municipales (CRIM) sobre contribuciones territoriales correspondientes a las Propiedades, de la que se desprende el estado contributivo de las propiedades y sus deudas de contribuciones sobre las propiedades, si alguna. El contenido, alcance y limitaciones de dicha certificación y los riesgos de que se expidan recibos de cobro adicionales con posterioridad a la emisión de la certificación, han sido explicados detalladamente a las partes.----------

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---**SIX:** The appearing parties acknowledge having examined a copy of a certification issued by Municipal Revenue Collection Center ("Centro de Recaudación de Ingresos Municipales") (CRIM) as to properties taxes corresponding to the Properties which certification shows the current tax status of the Properties and its debts for properties taxes, if any. The content, extent and limitations of said certification and the risks of new assessments being notified after the issuance of the certification, have been explained in detail to the appearing parties.----------

---

---**SIETE:** El Notario ha advertido a los comparecientes sobre la responsabilidad e importancia de la radicación electrónica de la Planilla Informativa sobre Segregación, Agrupación o Traslado de Bienes Inmuebles al Departamento de Hacienda a tenor con la enmienda al Artículo Once (11) de la Ley Notarial de Puerto Rico, según dispone la Ley Número Ciento Cuarenta (140) del trece (13) de julio de dos mil once (2011). Además, se les ha advertido a los comparecientes su responsabilidad de proveerle al Notario la información necesaria para la radicación de la referida Planilla Informativa. Los comparecientes aseguran que la información provista al Notario en esta transacción es correcta para la radicación de la referida Planilla Informativa.---

---

---**SEVEN:** The Notary has warned the appearing parties of the responsibility and importance filing the electronic Informative Return on Segregation, Grouping or Transfer of Real Estate to the Treasury Department pursuant to the amendment to Section Eleven (11) of the Notarial Law of Puerto Rico, as provided by Act Number One Hundred Forty (140) of July thirteen (13) two thousand and eleven (2011). The Notary has warned the appearing parties of their responsibility to provide the necessary information to the notary for the filing of that Informative Return. The appearing parties ensure that the information provided to the notary in this transaction is correct for the filing of that Informative Return. ----------

---

---**OCHO:** Los comparecientes, sus sucesores, causahabientes

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por cualquier título, vienen obligados a otorgar y suscribir toda clase de documentos públicos y/o privados que sean necesarios y requeridos para suplir cualquier omisión o detalle que deba aclararse, corregirse, enmendarse o adicionarse para que los actos que comprenden este instrumento público sean inscritos correctamente en el Registro de la Propiedad, incluyendo cualquier Acta Aclaratoria.----------

---

---**EIGHT:** The appearing parties, their successors, inheritors by any title, are obligated to execute and sign all kinds of public and/or private documents that are necessary and required to supply any omission or detail that need to be clarified, corrected, amended or added so that the acts that comprehend this public instrument can be inscribed correctly at the Registry of Property, including any Aclaratory Deed.----------

---

---**NUEVE: LOS COMPRADORES**, sin más requisito que el presente otorgamiento, advienen en la inmediata posesión real y pacífica del inmueble que mediante este acto adquieren a título de dueño. Los compradores declaran y aseguran que han sido asesorados en todos los trámites y negociaciones de este contrato de compraventa.----------

---

---**NINE: THE BUYERS**, without further requirements than the present deed obtains the immediate possession, real and pacific of the property that they acquire in this act as owner in fee simple. The buyers declare and assure that they have been advised in all the procedures and negotiations of this contract of sale.----------

---

----------**ACEPTACIÓN Y ADVERTENCIAS LEGALES**----------

----------**ACCEPTANCE AND LEGAL WARNINGS**----------

---Las partes aceptan esta escritura en todas sus partes por encontrarla la misma redactada de acuerdo con sus instrucciones. ----------

---

---The parties accept this deed in all its parts stating they find the same drafted in accordance with their instructions. ----------

---

---Yo, el Notario, DOY FE de haber hecho a los comparecientes las advertencias legales necesarias y pertinentes a este acto, en particular hago constar que hice las siguientes:----------

---

---I, the Notary, GIVE FAITH of having given the appearing parties all necessary and pertinent legal warnings relating to this act, specially I gave them the following: ----------

---

---[A] He advertido a los comparecientes, sobre todo a LA PARTE COMPRADORA, de su derecho a examinar el Registro de la Propiedad, y el de obtener un estudio de título con relación a las cargas y gravámenes u otros derechos inmobiliarios sobre las propiedades objeto de esta compraventa; que en este caso ni el Notario autorizante ni los comparecientes han examinado personalmente el Registro, que no obstante, se obtuvo un estudio de título, preparado por un investigador de títulos y que el hecho de haber obtenido dicho estudio no constituye garantía de inexistencia de gravámenes, ya que éstos podrían haberse constituido con posterioridad al examen registral o a la fecha en que se hubiera realizado este estudio de título.----------

---

---[A] I advised the appearing parties, especially the BUYER, of

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their right to examine the Registry of Property, and of the importance of obtaining a title study in relation to any liens, encumbrances of other real property rights affecting the Property object of this sale; that in this particular case, the Authorizing Notary, nor the appearing parties have personally examined the Registry of Property; that notwithstanding that, a title search report was prepared by a title investigator and that the fact that said study was obtained does not constitute guaranty of the lack of existence of liens or encumbrances, since these may have constituted after the Registry examination or the date of this title study was performed.----------

---El referido estudio de título fue utilizado para preparar esta escritura, y el Notario suscribiente no asume responsabilidad por la corrección, exactitud y o integridad de dicho estudio.-----

---Said title search report was used to prepare this deed, and this Notary, assume no responsibility as to the accuracy, correctness and or completeness of said title search report.------

---Las partes aceptan el estudio de título preparado para esta transacción.----------

---The appearing parties accept the title search report prepared for this transaction.----------

---Los comparecientes relevan al Notario suscribiente de toda responsabilidad por errores y/o omisiones en los referidos estudios de título; y / o por cambios en las propiedades o sus cargas o gravámenes que puedan ocurrir entre la fecha del estudio de título y la fecha en que esta escritura sea presentada al Registro para inscripción.----------

---The appearing parties relieve the Notary executing this Deed from any responsibility due to errors and or omissions in said titles search reports and or any changes in the title of the properties or in its liens and encumbrances that might occur between the date of the title search report and the date this deed is presented in the Registry for inscription. ----------

--- [B] Les he advertido lo siguiente: ----------

--- [B] I have advised them about the following: ----------

---La importancia de presentar esta escritura pública en el Registro de la Propiedad, haciendo constar, además el costo de la inscripción, así como el deber de tramitar el correspondiente traspaso ante el Departamento de Hacienda y el Centro de Recaudación de Ingresos Municipales [CRIM]. ----------

---The importance of recording this public deed at the Registry of Property, having indicated to them of the cost of such recording, as well as the duty of procure the correspondent transfers before the Department of the Treasury and el "Centro de Recaudación de Ingresos Municipales [CRIM]".----------

---Las responsabilidades y consecuencias que podrían resultar de no presentar esta escritura pública. ----------

---The responsibilities and consequences that could result of not recording this public deed. ----------

---Los deberes y consecuencias fiscales de este acto. ----------

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---The fiscal duties and consequences of this act. ----------

---

---Del derecho que tienen los comparecientes a requerir la presencia de testigos.----------

---

---Of the right of the appearing parties have of requiring the presence of witnesses.----------

---

---De encontrarse estas propiedades en una zona inundable, LA PARTE COMPRADORA queda obligada a cumplir con los requerimientos y disposiciones del Reglamento sobre Zonas Susceptibles de Inundación para cualquier construcción, uso o desarrollo. ----------

---

---If the real properties is within a floodable zone, the BUYER will have to comply with the requirements and dispositions of the Regulation on Floodable zones for any construction, use or development----------

---

---Del derecho a leer la presente escritura por sí mismos, lo que hicieron.----------

---

---To their right to read the Deed by themselves, which they did.

---Las partes declaran haber entendido todas las advertencias legales y sus posibles consecuencias legales de todo lo explicado a ellos. ----------

---

---The parties represent that they have understood all legal warnings and the possible legal consequences of everything explained to them. ----------

---

---Las partes acuerdan que si cualquier cláusula o disposición de esta escritura hecha en el idioma inglés contradijera su contraparte en el idioma español, prevalecerá la interpretación en español. ----------

---

---The parties also have agreed that if any clause or disposition in this deed described in the English language contradicts its counterpart in the Spanish language, the Spanish interpretation will prevail. ----------

---

---Las partes, luego de haber leído el contenido de esta escritura, se ratifican en ella y confirman las expresiones contenidas aquí, y en consecuencia, cada uno de los comparecientes colocan sus iniciales todos y cada uno de los folios y firman el original al final de esta escritura, ante mí, el Notario. De todo lo cual, bajo mi firma, sello, signo y rúbrica, y conforme a Derecho, yo, el Notario, **DOY FE**. ---------- -

---

---After having read the contents of this Deed, the appearing parties fully ratified and confirmed the statements contained herein, and thereupon each of the appearing parties affixes his initials on each and every page and signs the original at the end of this deed, before me, the Notary. To all of which, under my signature, seal, mark and flourish and according to law, I, the undersigned Notary, **GIVE FAITH.**----------

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CERTIFICATE OF RESOLUTION
OF
CABO ROJO LAND ACQUISITION LLC

The undersigned, as Manager of **CABO ROJO LAND ACQUISITION LLC**, a limited liability company organized under the laws of Puerto Rico (the "Company"), CERTIFIES that the following resolutions have been duly adopted by the Company and remain in full force and effect:

"**WHEREAS**, the Company wishes to acquire various parcels of land identified in the Registry of Property of Puerto Rico as follows (collectively, the "Properties"):

1. Property recorded at page 96 of volume 805 of Cabo Rojo, property number 18,806, Registry of the Property of San Germán.

2. Property recorded at page 142 of volume 864 of Cabo Rojo, property number 18,762, Registry of the Property of Cabo Rojo.

3. Property recorded at page 13 of volume 508 of Cabo Rojo, property number18,694, Registry of the Property of San Germán.

4. Property recorded at page 25 of volume 508 of Cabo Rojo, property number 18,696, Registry of the Property of San Germán.

5. Property recorded at page 148 of volume 864 of Cabo Rojo, property number 18,779, Registry of the Property of San Germán.

6. Property recorded at page 34 of volume 864 of Cabo Rojo, property number 18,707, Registry of the Property of San Germán.

7. Property recorded at page 37 of volume 864 of Cabo Rojo, property number18,708, Registry of the Property of San Germán.

8. Property recorded at page 41 of volume 864 of Cabo Rojo, property number18,709, Registry of the Property of San Germán.

9. Property recorded at page 44 of volume 864 of Cabo Rojo, property number 18,710, Registry of the Property of San Germán.

10. Property recorded at page 187 of volume 864 of Cabo Rojo, property number 18,813, Registry of the Property of San Germán.

11. Property recorded at page 139 of volume 508 of Cabo Rojo, property number 18,715, Registry of the Property of San Germán.

12. Property recorded at page 62 of volume 864 of Cabo Rojo, property number 18,716, Registry of the Property of San Germán.
13. Property recorded at page 175 of volume 508 of Cabo Rojo, property number18,721, Registry of the Property of San Germán.

14. Property recorded at page163 of volume 508 of Cabo Rojo, property number18,719, Registry of the Property of San Germán.

15. Property recorded at page 115 of volume 508 of Cabo Rojo, property number 18,711, Registry of the Property of San Germán.

16. Property recorded at page 247 of volume 509 of Cabo Rojo, property number 18,783, Registry of the Property of San Germán.

17. Property recorded at page 289 of volume 509 of Cabo Rojo, property number 18,790, Registry of the Property of San Germán.

18. Property recorded at page 127 of volume 508 of Cabo Rojo, property number 18,713, Registry of the Property of San Germán.

19. Property recorded at page 229 of volume 509 of Cabo Rojo, property number 18,780, Registry of the Property of San Germán.

NOW THEREFORE, BE IT RESOLVED, that the Company is hereby authorized to acquire the Properties; and

FURTHER RESOLVED, that in consideration of the foregoing, the Company be empowered and authorized, as it is hereby empowered and authorized, to execute option agreements, deeds of purchase options, deeds of purchase and sale and all other documents as may be required, notarial or otherwise, to achieve the purposes of the above Resolutions in such form and with such changes as the officer executing them may approve, such approval to be conclusively evidenced by its execution and delivery thereof, and any and all other documents, agreements, certificates, or instruments, notarial or otherwise, that may be necessary or required to take any and all other actions relating to or in connection thereto as may be necessary to effectuate the purposes of these Resolutions; and

FURTHER RESOLVED, that Ms. Gladys Omayra Fontanez Reyes, of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, in her capacity as authorized representative of the Company, is hereby authorized to execute and deliver the above mentioned documents, including, but not limited to, option agreements, deeds of option, deeds of purchase and sale, and any and all other documents that may be required or necessary to achieve the purposes of the above Resolutions in such form and with such changes as the officer executing them may approve, such approval to be conclusively evidenced by her execution and delivery thereof, and any and all other documents, agreements, certificates, or instruments, notarial or otherwise, that may be necessary or required to take any and all other actions relating to or in connection thereto as may be necessary to effectuate the purposes of these Resolutions."

IN WITNESS WHEREOF, I hereby sign this certificate of resolution of the Company in New York, New York, this 26th day of October, 2022.

CABO ROJO LAND ACQUISITION LLC

By: _____
Name: Eileen Sawyer
Title: Manager

STATE OF New York,
COUNTY OF New York,

The foregoing instrument was acknowledged before me this 26th day of October, 2022 by Eileen Sawyer, who is personally known to me.

_____
Signature of person taking acknowledgment

Eric Orenstein
Name typed, printed, or stamped

Notary Public, State of New York
No. 02OR6141733
Qualified in Nassau County
Commission Expires February 27, 2025

_____
Title or rank

_____
Serial number (if applicable)

My commission Expires: _____

---I HEREBY CERTIFY, that the first certified copy of the present deed was issued in favor of Buyer, at the same date and place of the execution thereof. I ATTEST. ----------

NOTARY

----------**DEED NUMBER FORTY-FOUR (44)** ----------

----------**PURCHASE AND SALE** ----------

---In San Juan, Puerto Rico, on December twenty-nine (29), two thousand twenty-three (2023). ----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with residence and offices in San Juan, Puerto Rico.----------

----------**APPEAR**----------

---AS THE PARTY OF THE FIRST PART: **RAFAEL BENET MELÉNDEZ**, of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico (hereinafter, "Benet" or "Seller") ----------

---AS THE PARTY OF THE SECOND PART: **CECILIA OROZCO DUQUE** (hereinafter, "Orozco"), of legal age, single, property owner and resident of Carolina, Puerto Rico.----------

---Benet and Orozco have informed Buyer that Orozco has a partial interest in the proceeds of the sale of the Property (as described and defined below). Orozco appears herein to evidence her consent to the sale of the Property by Benet pursuant to this instrument, and to acknowledge receipt of her agreed portion of the sale proceeds.----------

---AS THE PARTY OF THE THIRD PART: **CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "Buyer"), a limited liability company organized, existing and in good standing under the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, GLADYS OMAYRA FONTÁNEZ REYES, who is of legal age, single, attorney at law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this Deed arises from a Certificate of Resolution of Buyer signed by Eileen Sawyer, as Manager of Buyer, on December fifteen (15), two thousand twenty-three (2023), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and

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validity of the commission of notary public Eric Orenstein through the search engines of the Department of State and the Office of Information Technology Services of the State of New York. I further certify that I have examined the aforesaid Certificate of Resolution of Buyer and that it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law, to authorize Ms. Fontánez Reyes to appear herein on behalf of Buyer. ----------

---I hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective age, civil status, occupation and residence. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily,----------

----------**STATE AND AGREE**----------

---**FIRST:** Seller is the sole owner in fee simple title ("*pleno dominio*") and has the possession of the parcel of land described in the Spanish language as follows (hereinafter, the "Property"):----------

---"**RÚSTICA**: Porción de terreno radicado en el Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, de una cabida de cuatro mil cuatrocientos cuarenta punto dos mil doscientos treinta y un (4,440.2231) metros cuadrados, equivalentes a uno punto mil doscientos noventa y siete (1.1297) cuerdas. En linderos: **NORTE**, con Harding Hulser Thayer; **SUR**, con solar número tres (3) y franja de uso público; **ESTE**, con Vanessa Sánchez Carlo; y **OESTE**, con Harding Hulse Thayer." ----------

---The Property is identified at the San Germán Section of the Registry of Property of Puerto Rico (the "Registry") as property number 37,189. It was segregated from property number 7,351 (the "Master Property"), recorded at Page 28 of Volume 246 of Cabo Rojo, pursuant to Deed Number Two (2), of Segregation, Distribution and Adjudication, executed on January Twenty-Six (26), Two Thousand Nineteen (2019) (hereinafter, the "Deed of Segregation"). The Deed of Segregation is filed and pending recordation at *Karibe* entry 2019-096958-SG01. -------

---The tax identification number ("*número de catastro*") assigned to the Master Property by the Municipal Revenues Collection Center ("CRIM") is 403-000-002-50-000.----------

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---The Property was adjudicated and assigned to Seller pursuant to the Deed of Segregation. ----------

----------**LIENS AND ENCUMBRANCES** ----------

---By its origin, the Property is free of liens and encumbrances. ----------

---By itself, the Property is subject to:----------

----(A) Perpetual Easement for the benefit of the Puerto Rico Electric Power Authority over a piece of land within the Master Property, with a surface area of three hundred point three thousand six hundred seven (380.3607) square meters, arising from eminent domain proceedings, pursuant to a Resolution issued by the Puerto Rico Court of First Instance, San Juan Part, in Civil Case Number KEF2006-722 (1002), recorded at the overleaf of page 76 of volume 945 of Cabo Rojo, Property Number 7,351, seventh (7th) inscription (hereinafter, the "Permitted Encumbrance"). ----------

---**SECOND:** On October nineteen (19), two thousand twenty-three (2023), Seller granted to Buyer an option to purchase the Property, pursuant to an *Option to Purchase Letter* (hereinafter, the "Purchase Agreement") executed on such date. ----------

----------**PURCHASE AND SALE**----------

---**THIRD:** In accordance with the Purchase Agreement, Seller hereby sells, conveys and transfers fee simple title ("*pleno dominio*") to the Property and the possession thereof to Buyer, and Buyer hereby purchases from Seller fee simple title ("*pleno dominio*") to the Property and the possession thereof, in accordance with the following ----------

----------**TERMS AND CONDITIONS**----------

-----One: The purchase price of the Property is the lump sum of **TWO HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($275,000)** (hereinafter the "Purchase Price"), which amount has been paid by Buyer to Seller concurrently with the execution hereof, and Seller hereby acknowledges receipt thereof. ----------

-----Two: Buyer shall be entitled to the immediate constructive

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possession of the Property, without any additional formality, document or request. The physical possession of the Property shall be delivered by Seller to Buyer within thirty (30) days from the date of execution hereof; that is, no later than January twenty-eight (28), two thousand twenty-four (2024). ----------

-----Three: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of Seller and, thereafter, for the account of Buyer.----------

-----Four: Seller hereby delivers to Buyer fee simple title to the Property, vacant, and free and clear of all liens, encumbrances or defects, except for the Permitted Encumbrance. ----------

-----Five: Buyer specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) Seller hereby sells and Buyer hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from Seller or any of Seller's agents, employees, members, representatives, attorneys or brokers (each such party, a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by Seller to Buyer (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof, its facilities, soils, geology, and groundwater; (b) the dimensions, area, and size of the Property; (c) the development or income potential, or rights of or relating to the Property or the adequacy of the Property for any particular purpose, (d) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, the compliance of the Property or its operation with any

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applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of Buyer or any other person to obtain any necessary governmental approvals, licenses, or permits for Buyer's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters regarding the operation of the Property. Buyer further acknowledges and agrees that Seller is under no duty to make any inquiry regarding any matter that may or may not be known to Seller or any Seller Affiliate. Upon execution of this public deed, Buyer shall assume the risk of adverse matters relating to adverse investigations, and Buyer, upon execution of this public deed, shall be deemed to have waived, relinquished and released Seller and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which Buyer might have asserted or alleged or may assert or allege in the future against Seller or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution of this deed. ----------

-----Six: Seller represents and warrants to Buyer that, to the best of Seller's knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that, to the best of Seller's knowledge, the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----Seven: The notarial fees, stamps on the original, stamps on the first certified copy, filing and recording rights of this Deed at the Registry will be paid by Buyer.----------

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-----Ten: This Deed will be interpreted and governed in accordance with the laws of the Commonwealth of Puerto Rico. The appearing parties submit themselves to the exclusive jurisdiction of the Court of First Instance of the Commonwealth of Puerto Rico in the event of any litigation arising out of this Deed.----------

-----Eleven: All notices to the parties pursuant to this Deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

----TO SELLER:----------
------Rafael Benet Meléndez ----------
------RR6 Buzón 10698 ----------
------San Juan, PR 00926 ----------
------Electronic Mail: licbenet@hotmail.com ----------

----TO BUYER:----------
------Cabo Rojo Land Acquisition LLC ----------
------733 Third Avenue ----------
------New York, NY 10017----------
------Attention: Eileen Sawyer ----------
------Electronic Mail: roberto.ruiz@ccgc.com.do----------

-----Eleven: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

-----Twelve: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the remaining provisions of this Deed will continue in full force and effect.----------

-----Thirteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver such documents or instruments, public or private, which may be necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any correction deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of Buyer, except that each party shall bear the fees of their respective counsel.----------

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---**FOURTH:** The Notary advises Buyer as to the importance of filing the corresponding property change of ownership application before the CRIM, and to obtain, prior to the execution of this deed, a certification indicating whether any sums related to property taxes are owed by Seller. Pursuant to applicable law, Buyer is responsible for filing at the CRIM the corresponding application for property tax exemption and /or change of ownership, within thirty (30) days from the date of execution hereof. Buyer hereby declares that it is fully aware of the aforementioned obligations and releases the undersigned Notary from this responsibility.

----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ---

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) that this Deed was drafted relying on a title abstract prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions in the preparation of the same. Said title abstract was prepared by Capital Title Services Inc. on December twenty (20), two thousand twenty-three (2023); ----------

-----(c) that after the date of such title abstract and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry as of the date of the title abstract.----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the

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possibility of liens recorded after the date of the certification; ----------

-----(e) of the right of the Buyer to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.;----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property;----------

-----(h) of the importance of recording a copy of this deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this deed is not recorded at the Registry;----------

-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property;----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations;----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its contents.----------

-----(l) of the need and consequences to the Seller of filing the *Planilla Informativa Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles* with the Puerto Rico Treasury Department; and----------

-----(m) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et*

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

seq., is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Seller, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the Seller and their agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed.----------

----------**READING, ACCEPTANCE AND EXECUTION** ----------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratify the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their initials on each page thereof.----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

G.J.F.R.

CONTRATO DE PROMESA RECIPROCA DE COMPRAVENTA

En los lugares y fechas que aparecen bajo las respectivas firmas de cada uno de los comparecientes, para ser efectivo el treinta (30) de noviembre de dos mil veintitrés (2023) (en adelante la "Fecha de Efectividad"),

COMPARECEN:

DE LA PRIMERA PARTE: Las siguientes personas quienes serán llamadas en conjunto **"TORRES"** en adelante en el presente contrato: (i) **CARMEN IVONNE BARRIOS COLLAZO**, también conocida como **IVONNE BARRIOS COLLAZO** (en adelante "**CARMEN**"), mayor de edad, soltera, propietaria y vecina de Aibonito, Puerto Rico, quien comparece en su carácter personal y como miembra de la sucesión (en adelante la "SUCESION") de su difunto esposo, LUIS ALBERTO TORRES SANTIAGO, también conocido como LUIS A. TORRES SANTIAGO (en adelante "LATS"); (ii) **LUIS ALBERTO TORRES ORTIZ**, también conocido como **LUIS A. TORRES ORTIZ** (en adelante "LATO"), quien es mayor de edad, soltero, propietario, vecino de Aibonito, Puerto Rico, e hijo de LATS; (iii) **GERALDO LUIS TORRES ORTIZ**, también conocido como **GERALDO L. TORRES ORTIZ**(en adelante "GERALDO"), quien es mayor de edad, soltero, propietario, vecino de Aibonito, Puerto Rico, e hijo de LATS; (iv) **SAMUEL TORRES ORTIZ**(en adelante "SAMUEL"), quien es mayor de edad, casado, comerciante, vecino de Aibonito, Puerto Rico e hijo de LATS; (v) **WALESKA TORRES BARRIOS** (en adelante "WALESKA"), quien es mayor de edad, soltera, propietaria, vecina de Haines City, Florida, Estados Unidos de América e hija de LATS y (vi) **EDGARDO TORRES BARRIOS**(en adelante "EDGARDO"), quien es mayor de edad, soltero, comerciante, residente de Aibonito, Puerto Rico, e hijo de LATS. LATO, GERALDO, SAMUEL, WALESKA Y EDGARDO comparecen como miembros de la SUCESION; y

DE LA SEGUNDA PARTE: CABO ROJO LAND ACQUISITION LLC, (en adelante **"CRLA"**), una sociedad de responsabilidad limitada organizada y existente al amparo de las leyes del Estado Libre Asociado de Puerto Rico, con el número de seguro social patronal 66-0920011, representada en este contrato por su Representante Autorizada, GLADYS OMAYRA FONTANEZ REYES, mayor de edad, soltera, abogada y vecina de San Juan, Puerto Rico, quien está debidamente autorizada para representar a la CRLA en el presente contrato, según surge de "Certificate of Resolution of CABO ROJO LAND ACQUISITION LLC", firmada en Nueva York, Estados Unidos de América, por Eileen Sawyer, en su capacidad de gerente de CABO ROJO LAND ACQUISITION LLC, el diecisiete (17) de mayo de dos mil veintitrés (2023), ante el notario público de Nueva York Eric Orenstein; y

EXPONEN Y CONVIENEN:

PRIMERO: TORRES es el único dueño en pleno y absoluto dominio y tiene la posesión de la parcela de terreno descrita a continuación según la Sección de San

German del Registro de la Propiedad de Puerto Rico (en adelante el "Registro") y la cual será llamada la "PROPIEDAD" en adelante en el presente contrato:

> "**RUSTICA:** Parcela número ciento seis (106), radicada en el Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de diecinueve mil seiscientos cincuenta y cuatro punto cincuenta y seis (19,654.56) metros cuadrados. En lindes, por el NORTE, con la Bahía de Boquerón en una alineación de cuarenta y cuatro punto ochenta y ocho (44.88) metros y otra alineación de diecinueve punto catorce (19.14) metros cuadrados; por el SUR, con un camino de servidumbre de quince (15) metros de ancho de los cuales siete punto cincuenta (7.50) metros pertenecen a esta finca, esta colindancia mide sesenta y dos punto sesenta y seis (62.66) metros; por el ESTE, con la parcela número ciento cinco (105), en una distancia de trescientos siete punto noventa (307.90) metros; y por el OESTE, con la parcela número ciento siete (107), en una distancia de trescientos uno punto cero cuatro (301.04) metros. La colindancia Sur de la finca se halla afecta a una servidumbre de paso para uso vehicular y peatonal, de quince (15) metros de ancho de los cuales siete punto cincuenta (7.50) metros pertenecen a esta finca, afectando esta servidumbre todo lo largo de la colindancia Sur y resultando en un área afecta por dicha servidumbre de cuatrocientos setenta punto cero tres (470.03) metros cuadrados, los cuales forman parte del área total de la finca".

La referida descripción de la PROPIEDAD es después de haber sido medida por el ingeniero Frank Lozada Díaz, según escritura numero ciento cincuenta y tres (153), otorgada en Boquerón, Puerto Rico, el día diez (10) de julio de de dos mil tres (2003), ante el notario público Rafael Doitteau Cruz, inscrita al folio ciento veintisiete (127) del tomo ochocientos cuarenta y tres (843) de Cabo Rojo del Registro, finca número dieciocho mil ochocientos cuarenta (18,840), inscripción cuarta (4ta)

La PROPIEDAD se identifica en el Registro como finca número dieciocho mil ochocientos cuarenta (18,840), inscrita al folio doscientos ochenta y nueve (289) del tomo quinientos diez (510) de Cabo Rojo del Registro.

La PROPIEDAD fue originalmente adquirida por LATS, CARMEN y la sociedad legal de bienes gananciales compuesta por ambos según las leyes de Puerto Rico, mediante escritura número treinta y siete (37), otorgada en Cabo Rojo, Puerto Rico, el diez (10) de julio de dos mil tres (2003), ante el notario publico Miguel Carlo Montalvo, inscrita al folio ciento veintisiete (127) del tomo ochocientos cuarenta y tres (843) de Cabo Rojo del Registro, finca número dieciocho mil ochocientos cuarenta (18,840), inscripción quinta (5ta).

SEGUNDO: TORRES adquirió la PROPIEDAD como sigue:

2.1. Según se ha descrito anteriormente, CARMEN adquirió un cincuenta por ciento (50%) de la PROPIEDAD cuando estaba casada con LATS, según la escritura número treinta y siete (37), otorgada en Cabo Rojo, Puerto Rico, el diez (10) de junio de dos mil tres (2003), ante el notario público Miguel Carlo Montalvo, inscrita al folio ciento veintisiete (127) del tomo ochocientos cuarenta y tres (843) de Cabo Rojo del Registro, finca dieciocho mil ochocientos cuarenta (18,840), inscripción quinta (5ta);

2.2. Los miembros de la SUCESION, es decir, CARMEN, LATO, GERALDO, SAMUEL, WALESKA Y EDGARDO, adquirieron el cincuenta por ciento (50%) restante de la PROPIEDAD al fallecimiento de LATS, pero la PROPIEDAD aún aparece a nombre de LATS y CARMEN en el Registro.

TERCERO: El número de catastro asignada a la PROPIEDAD en el Centro de Recaudación de Ingresos Municipales ("CRIM") es el trescientos setenta y nueve guion cero ochenta y nueve guion trescientos veintisiete guion setenta y seis guion cero cero cero (379-089-327-000):

CUARTO: Por su procedencia, la PROPIEDAD está libre de cargas y gravámenes. Por sí, la PROPIEDAD está sujeta a las siguientes cargas y gravámenes:

4.1. Condiciones restrictivas de servidumbre en equidad, constituidas según escritura número ciento treinta y tres (133), otorgada en Mayagüez, Puerto Rico, el veinte (20) de noviembre de dos mil dos (2002), ante el notario público Luis Roberto Santos, inscrita al folio ciento veintisiete (127) del tomo ochocientos cuarenta y tres (843) del Registro, finca número dieciocho mil ochocientos cuarenta (18,840), inscripción tercera (3ra).

QUINTO: TORRES aquí se compromete a vender, ceder y traspasar título en pleno y absoluto dominio sobre la PROPIEDAD y la posesión de la PROPIEDAD a CRLA, y CRLA aquí se compromete y obliga a comprarle a TORRES título en pleno y absoluto dominio sobre la PROPIEDAD, y la posesión de la misma, según los siguientes:

TÉRMINOS Y CONDICIONES:

5.1. El precio de compraventa de la PROPIEDAD será la suma alzada de UN MILLON TRESCIENTOS MIL DOLARES ($1,300,000) (en adelante el "Precio de Compraventa"). El Precio de Compraventa no estará sujeto o condicionado a una tasación y TORRES no estará obligado a ajustar o reducir el Precio de Compraventa como resultado de tasación(es) obtenida(s) por CRLA o por cualquier otra persona o entidad.

5.2. El Precio de Compraventa será pagado por CRLA a TORRES de la siguiente forma:

(i) Dentro de los diez (10) días laborables siguientes a la Fecha de Efectividad del presente contrato, la suma de SESENTA Y CINCO MIL DOLARES ($65,000) será depositada mediante cheque de gerente a la orden del Secretario del Tribunal, en la secretaría de la Sala Superior de Aibonito del Tribunal de Primera Instancia del Estado Libre Asociado de Puerto Rico (en adelante el "Tribunal"), para ser custodiada y posteriormente distribuida según determine el Tribunal en el Caso Civil Número AI2020CV00215 sobre Declaratoria de Herederos de LATS, como depósito del precio pactado de CRLA a TORRES. Si la Escritura de Compraventa no puede otorgarse por razones atribuibles a TORRES, dicha suma será devuelta por el Tribunal a CRLA, sin intereses. Si la Escritura de Compraventa no puede otorgarse por causas atribuibles a CRLA, dicha suma será retenida por el Tribunal y entregada a TORRES como daños líquidos.

(ii) La suma restante de UN MILLON DOSCIENTOS TREINTA Y CINCO MIL DOLARES ($1,235,000) será pagada por CRLA a TORRES simultáneamente con el otorgamiento de la Escritura de Compraventa.

5.3. Antes del otorgamiento de la Escritura Compraventa, los miembros de la SUCESIÓN tendrán que someter evidencia a CRLA de que han obtenido el relevo del Departamento de Hacienda a tenor con la Planilla de Caudal relicto. Cuando el Departamento de Hacienda de Puerto Rico emita el correspondiente relevo del caudal relicto de la SUCESIÓN, los miembros de la SUCESIÓN aquí comparecientes someterán al Registro una instancia (en adelante la "Instancia") requiriendo la inscripción a su favor del cincuenta por ciento (50%) del titulo en pleno dominio de la PROPIEDAD. La Escritura de Compraventa se otorgará dentro de los treinta (30) días calendario siguiente al recibo por CRLA de evidencia de la radicación en el Registro de la Instancia, con todos sus sellos, comprobantes y derechos de inscripción, si alguno, debidamente pagados por TORRES.

5.4. La Escritura de Compraventa conferirá a la CRLA la inmediata posesión de la PROPIEDAD sin necesidad de formalismo, documento o solicitud alguna.

5.5. Todas las contribuciones sobre la propiedad inmueble correspondientes a la PROPIEDAD, así como la contribución especial correspondiente a la PROPIEDAD, hasta la fecha del otorgamiento de la Escritura de Compraventa, serán por cuenta y cargo de TORRES. De entonces en adelante serán por cuenta de CRLA.

5.6. Simultáneamente con el otorgamiento de la Escritura de Compraventa, TORRES traspasará a la COMPRADORA título en pleno y absoluto dominio sobre la PROPIEDAD, vacante y libre de cargas y gravámenes, como está, donde está, sujeta solamente a las condiciones restrictivas y servidumbres mencionadas en el párrafo CUARTO de este contrato.

5.7. CRLA específicamente reconoce y acepta que, excepto según se dispone expresamente en el presente contrato, (i) TORRES, mediante la Escritura de Compraventa, venderán y CRLA comprará la PROPIEDAD "donde está, como está" con todas sus faltas y defectos; (ii) CRLA no está descansando en representación o garantía de clase alguna, oral o escrita, expresa o implícita, estatutaria o de cualquier otra naturaleza, de parte de TORRES o de algún agente, empleado, miembro, representante, abogado o corredor (cada uno de ellos un "AFILIADO DE TORRES") acerca de cualquier asunto concerniente a la PROPIEDAD, o que aparezca o este contenido o mencionado en cualquier material, documento, estudio, reporte, información o datos relacionados a la PROPIEDAD provisto(s) por TORRES a CRLA (incluyendo sin limitación, su corrección e integridad) e incluyendo, sin limitación: (a) la calidad, naturaleza, habitabilidad, mercabilidad, uso, operación, valor, adecuacidad o condición física de la PROPIEDAD o cualquier aspecto o porción de la misma (incluyendo, sin limitación, elementos estructurales, cimientos, techos, accesorios, accesos, jardinería, facilidades de estacionamiento, electricidad, plomería, HVAC, e instalaciones mecánicas, alcantarillado, servicios ["utilities"], facilidades, enseres, suelos, geología y nivel freático); (b) las dimensiones, áreas y tamaño de la PROPIEDAD y los pies cuadrados de los edificios o mejoras en la misma, si alguno, o de cualquier espacio arrendado en la misma; (c) el potencial de desarrollo o ingresos de la PROPIEDAD, o derechos relacionados a la PROPIEDAD o al uso, habitabilidad, mercabilidad, aptitud física, valor, o adecuacidad de la PROPIEDAD para cualquier propósito; (d) la zonificación u otro estado o condición legal de la PROPIEDAD o cualquier otra restricción pública o privada en el uso de la PROPIEDAD, el cumplimiento de la PROPIEDAD con cualquier aplicable código, ley, regulación, estatuto, ordenanza, convenio, condición y restricción de cualquier autoridad gubernamental o de otra persona o entidad (incluyendo, sin limitación, el "American with Disabilities Act"); (e) la capacidad de CRLA o de cualquier otra persona de obtener cualquier necesaria aprobación gubernamental, licencia o permiso para el uso propuesto para la PROPIEDAD por CRLA o aquellas otras personas que contemplan usar o desarrollar la PROPIEDAD (f) la calidad de cualquier labor, trabajo o material usado en la construcción de cualquier mejora; (g) las condiciones económicas o los ingresos y gastos, proyecciones de ingresos o gastos y otros asuntos financieros acerca de la operación de la PROPIEDAD. CRLA expresamente reconoce y acuerda que CRLA no está descansando en representación o garantía alguna por parte de TORRES o de AFILIADOS DE TORRES, ya sea implícita, presumida o expresamente provista por ley o de otra forma, que surja en virtud de cualquier estatuto, derecho común o cualquier otro vinculante derecho o remedio a favor de CRLA. CRLA también reconoce y acuerda que TORRES no tiene obligación alguna de hacer investigaciones acerca de cualquier asunto conocido o desconocido por TORRES o cualquier AFILIADO DE TORRES. Al otorgarse la Escritura de Compraventa, CRLA asumirá el riesgo de asuntos adversos relacionados con investigaciones adversas y CRLA, al otorgarse la Escritura de Compraventa, se entenderá que ha reconocido y relevado a TORRES y a los AFILIADOS DE TORRES de y contra cualquier reclamación, de cualquiera y toda

naturaleza y carácter (incluyendo honorario de abogados), conocida o desconocida, que CRLA pudiera haber presentado o alegado o pudiere presentar o alegar en el futuro contra TORRES o cualquier AFILIADO DE TORRES en cualquier momento por causa de, o que surgiere de, cualquier defecto aparente o latente, condición física, violación a cualquier ley aplicable y cualquier otro acto, omisión, evento, circunstancia o asunto relacionado a la PROPIEDAD.

5.8. Los honorarios notariales de la Escritura de Compraventa, sellos en el original, sellos en la primera copia certificada y derechos de inscripción de la Escritura de Compraventa en el Registro serán pagados por CRLA.

SEXTO: El presente contrato será interpretado según la ley de Puerto Rico y gobernado por las mismas. Las partes comparecientes se someten a la jurisdicción exclusiva del Tribunal General de Justicia del Estado Libre Asociado de Puerto Rico, en caso de cualquier litigio que surja relacionado con el presente contrato.

SÉPTIMO: Todas las notificaciones a las partes en virtud del presente contrato deberán ser por correo certificado, con acuse de recibo, con copias por correo electrónico, a las siguientes direcciones de las partes:

A TORRES:

CARMEN IVONNE BARRIOS COLLAZO
PO Box 173
Mercedita, PR 00715-0173
bufetelegaloctaviocapo@hotmail.com
Atención: Lcdo. Octavio Capó Pérez

LUIS A. TORRES ORTIZ
Urbanización Miradores de Cayey
12 Calle Paisajes
Cayey, PR 00736-8601
n.berrioslaw@gmail.com
Atención: Lcda. Nitzali Berríos

GERALDO L. TORRES ORTIZ
Urbanización Miradores de Cayey
12 Calle Paisajes
Cayey, PR 00736-8601
n.berrioslaw@gmail.com
Atención: Lcda. Nitzali Berríos

SAMUEL TORRES ORTIZ

Urbanización Miradores de Cayey
12 Calle Paisajes
Cayey, PR 00736-8601
n.berrioslaw@gmail.com
Atención: Lcda. Nitzali Berríos

WALESKA TORRES BARRIOS
PO Box 173
Mercedita, PR 00715-0173
bufetelegaloctaviocapo@hotmail.com
Atención: Lcdo. Octavio Capó Pérez

EDGARDO TORRES BARRIOS
PO Box 173
Mercedita, PR 00715-0173
bufetelegaloctaviocapo@hotmail.com
Atención: Lcdo. Octavio Capó Pérez

A CRLA:

CABO ROJO LAND ACQUISITION LLC
733 Third Avenue
New York, NY 10017
Atención: Eileen Sawyer
Correo electrónico: roberto.ruiz@ccgc.com.do

OCTAVO: TORRES desconoce si terceras personas han depositado basura o material tóxico en la PROPIEDAD. No obstante, TORRES representa y garantiza a CRLA que, según el mejor conocimiento de TORRES, en la PROPIEDAD no hay sustancias tóxicas, peligrosas, contaminadas o contaminantes y la PROPIEDAD nunca ha sido usada como depósito de basura, desperdicios, o sustancias tóxicas contaminadas o contaminantes. EXEPTO POR LA REPRESENTACIONES INCLUIDAS EN EL PRESENTE CONTRATO, CRLA RECONOCE QUE NO ESTA DESCANSANDO EN REPRESENTACION O GARANTIA ALGUNA DE TORRES O DE ALGUN AGENTE, OFICIAL, EMPLEADO O REPRESENTANTE DE TORRES ACERCA DE LA PROPIEDAD. CRLA, MEDIANTE EL PRESENTE CONTRATO ACUERDA QUE, HASTA EL MAXIMO PERMITIDO POR LEYES APLICABLES, LA COMPRAVENTA OBJETO DEL PRESENTE CONTRATO SE HARA SIN REPRESENTACION, CONVENIO O GARANTIA DE CLASE ALGUNA (EXPRESA, IMPLICITA O ESTATUTARIA) POR PARTE DE TORRES, EXCEPTO SEGÚN SE DISPONE EXPRESAMENTE EN EL PRESENTE CONTRATO.

NOVENO: CRLA reconoce y acepta que el señor José E. Pérez Cruz, corredor de bienes raíces con licencia de Puerto Rico número diez mil cuatrocientos setenta y ocho (10,478), solo o en asociación con otro(s) corredor(es), ha actuado como corredor representando a CRLA en la transacción objeto del presente contrato y que TORRES no tiene responsabilidad ni obligación alguna para con el señor José E. Pérez Cruz. Los honorarios del señor Pérez Cruz y su(s) asociado(s), si alguno, por dichos servicios son responsabilidad de CRLA y serán pagados por CRLA al señor Pérez Cruz simultáneamente con el otorgamiento de la Escritura de Compraventa. Dichos honorarios ascenderán a la suma de sesenta y cinco mil dólares ($65,000), equivalente al cinco por ciento (5%) del Precio de Compraventa. TORRES no será responsable de ningún pago a hacerse al señor Pérez Cruz.

DÉCIMO: Desde la fecha del otorgamiento del presente contrato hasta la fecha del otorgamiento de la Escritura de Compraventa, CRLA queda autorizada a someter a las entidades y/o agencias gubernamentales pertinentes solicitudes de permisos, aprobaciones y endosos para el desarrollo en la PROPIEDAD de parte de un proyecto residencial turístico, cónsono con la zonificación de la PROPIEDAD. TORRES se compromete y obliga a otorgar cuantos documentos y/o autorizaciones escritas sean necesarias para que CRLA pueda solicitar a las entidades y/o agencias gubernamentales concernidas los permisos, aprobaciones y endosos requeridos para dicho proyecto, *incluyendo, sin limitación la carta unida como* ***Anejo I*** *al presente contrato.* TORRES *no* se hace responsable por las solicitudes sometidas a entidades y/o agencias gubernamentales, ni el resultado de estas, incluyendo las aprobaciones o no de dichas agencias y/o entidades.

UNDÉCIMO: El plural y el singular, así como el masculino, femenino neutro y otros géneros se usan indistintamente en el presente contrato.

DUODÉCIMO: Si alguno o algunos de los miembros de la SUCESIÓN incumpliere con los términos y condiciones establecidos en el presente contrato, procedería la devolución inmediata del depósito completo entregado a TORRES en virtud de la Sección 5.2(i) del presente contrato y CRLA aceptaría que cualquier reclamación adicional fuere sólo contra el heredero o herederos que incumpliere(n) y no contra los demás.

DÉCIMO TERCERO: En caso de que cualquier clausula o disposición del presente contrato fuere declarada nula o invalida mediante resolución, sentencia u orden judicial final y firme, entonces el resto del contrato continuará en pleno vigor y efecto.

DECIMO CUARTO: El presente contrato podrá ser otorgado en contrapartes ("counterparts") y, una vez que todas las partes hayan firmado al menos una contraparte, todas las contrapartes formarán un solo contrato.

POR TANTO, las partes comparecientes suscriben y otorgan el presente contrato en la fechas y lugares que aparecen debajo de sus respectivas firmas, para ser efectivo

en San Juan, Puerto Rico, en la fecha que aparece en el párrafo introductorio del presente contrato.

CARMEN IVONNE BARRIOS COLLAZO
también conocida como Ivonne Barrios Collazo
Fecha: 16 NOV. 2023
Lugar: Santa Isabel, Puerto Rico

LUIS ALBERTO TORRES ORTIZ
también conocido como Luis A. Torres Ortiz
Fecha: 16 nov. 2023
Lugar: Santa Isabel, Puerto Rico

GERALDO LUIS TORRES ORTIZ
también conocido como Geraldo L. Torres Ortiz
Fecha: 16 noviembre 2023
Lugar: Santa Isabel, Puerto Rico

SAMUEL TORRES ORTIZ
Fecha: 16 noviembre 2023
Lugar: Santa Isabel, Puerto Rico

WALESKA TORRES BARRIOS
Fecha:
Lugar:

EDGARDO TORRES BARRIOS
Fecha: 16 noviembre 2023
Lugar: Santa Isabel, Puerto Rico

CABO ROJO LAND ACQUISITION LLC

GLADYS OMAYRA FONTANEZ REYES
Representante Autorizada
Fecha: 20 de noviembre de 2023
Lugar: San Juan, Puerto Rico

Affidavit Número:_____

AFIDAVIT NÚMERO: 4551

Reconocido y suscrito ante mí por Carmen Ivonne Barrios Collazo, mayor de edad, soltera, propietaria y vecina de Aibonito, Puerto Rico, a quien conozco personalmente. En Santa Isabel, Puerto Rico, hoy dieciséis - - - - - (16) de noviembre de dos mil veintitrés (2023).





Notario Público

CBB

LGT

Affidavit Número: 4552

GT

Reconocido y suscrito ante mí por Luis Alberto Torres Ortiz, también conocido como Luis A. Torres Ortiz, mayor de edad, soltero, propietario y vecino de Aibonito, Puerto Rico, a quien conozco personalmente. En Santa Isabel, Puerto Rico, hoy dieciséis - - - - - (16) de noviembre de dos mil veintitrés (2023).

SO

E-S

6.2.f.k.





Notario Público

Affidavit Número: 4553

Reconocido y suscrito ante mí por Geraldo Luis Torres Ortiz, también conocido como Geraldo L. Torres Ortiz, mayor de edad, soltero, propietario y vecino de Aibonito, Puerto Rico, a quien conozco personalmente. En Santa Isabel, Puerto Rico, hoy dieciseis - - - - - - (16) de noviembre de dos mil veintitrés (2023).

MARIA DEL ROSARIO PUJOL THOMPSON
ABOGADO-NOTARIO



Notario Público

Affidavit Número: 4554

Reconocido y suscrito ante mí por Samuel Torres Ortiz, mayor de edad, casado, propietario y vecino de Aibonito, Puerto Rico, a quien conozco personalmente. En Santa Isabel, Puerto Rico, hoy dieciseis - - - - - - (16) de noviembre de dos mil veintitrés (2023).

MARIA DEL ROSARIO PUJOL THOMPSON
ABOGADO-NOTARIO



Notario Público

Affidavit Número: 4555

Reconocido y suscrito ante mí por **Edgardo Torres Barrios**, mayor de edad, soltero, comerciante y vecino de Aibonito, Puerto Rico, a quien conozco personalmente. En Santa Isabel, Puerto Rico, hoy dieciséis - - - - (16) de noviembre de dos mil veintitrés (2023).

MARÍA DEL ROSARIO PUJOL THOMPSON
ABOGADO-NOTARIO



Notario Público

Affidavit Número: 4557

Reconocido y suscrito ante mí por Gladys Omayra Fontanez Reyes, mayor de edad, soltera, abogada y vecina de San Juan, Puerto Rico en su carácter de Representante Autorizada de Cabo Rojo Land Acquisition LLC, a quien conozco personalmente. En San Juan, Puerto Rico, hoy veinte - - - - - - (20) de noviembre de dos mil veintitrés (2023).

MARÍA DEL ROSARIO PUJOL THOMPSON
ABOGADO-NOTARIO



Notario Público

Anejo I

[FECHA]

A QUIEN PUEDA INTERESAR

Re: *CONTRATO DE PROMESA RECIPROCA DE COMPRAVENTA suscrito entre* (i) Carmen Ivonne Barrios Collazo, también conocida como Ivonne Barrios Collazo; (ii) Luis Alberto Torres Ortiz, también conocido como Luis A. Torres Ortiz; (iii) Geraldo Luis Torres Ortiz, también conocido como Geraldo L. Torres Ortiz; (iv) Samuel Torres Ortiz; (v) Waleska Torres Barrios; (vi) Edgardo Torres Barrios; y (vii) Cabo Rojo Land Acquisition LLC, el día _____ ( ) de noviembre de dos mil veintitrés (2023), según afidávits número _____, ante el/la notario(a) público(a) _____. (en adelante el "Contrato")]

Mediante el Contrato, nosotros, como dueños del inmueble que se describe a continuación (en adelante el "Inmueble"), nos comprometimos a vender el Inmueble a Cabo Rojo Land Acquisition LLC:

"**RUSTICA:** Parcela número ciento seis (106), radicada en el Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de diecinueve mil seiscientos cincuenta y cuatro punto cincuenta y seis (19,654.56) metros cuadrados. En lindes, por el NORTE, con la Bahía de Boquerón en una alineación de cuarenta y cuatro punto ochenta y ocho (44.88) metros y otra alineación de diecinueve punto catorce (19.14) metros cuadrados; por el SUR, con un camino de servidumbre de quince (15) metros de ancho de los cuales siete punto cincuenta (7.50) metros pertenecen a esta finca, esta colindancia mide sesenta y dos punto sesenta y seis (62.66) metros; por el ESTE, con la parcela número ciento cinco (105), en una distancia de trescientos siete punto noventa (307.90) metros; y por el OESTE, con la parcela número ciento siete (107), en una distancia de trescientos uno punto cero cuatro (301.04) metros. La colindancia Sur de la finca se halla afecta a una servidumbre de paso para uso vehicular y peatonal, de quince (15) metros de ancho de los cuales siete punto cincuenta (7.50) metros pertenecen a esta finca, afectando esta servidumbre todo lo largo de la colindancia Sur y resultando en un área afecta por dicha servidumbre de cuatrocientos setenta punto cero tres (470.03) metros cuadrados, los cuales forman parte del área total de la finca".

El Inmueble se identifica en el Registro como finca número dieciocho mil ochocientos cuarenta (18,840), inscrita al folio doscientos ochenta y nueve (289) del tomo quinientos

diez (510) de Cabo Rojo, Sección de San Germán del Registro de la Propiedad de Puerto Rico.

Cabo Rojo Land Acquisition LLC nos ha informado que, directamente o a través de empresas afiliadas, Cabo Rojo Land Acquisition LLC ha opcionado y/o es dueña de varias fincas colindantes o cercanas al Inmueble y propone desarrollar en dichas fincas y en el Inmueble un proyecto residencial turístico de clase mundial, el cual incluirá, entre otras instalaciones, varios hoteles, dos campos de golf, un "town center", unidades residenciales y facilidades recreativas, comerciales y de servicio (en adelante el "Proyecto").

Mediante la presente, autorizamos a Cabo Rojo Land Acquisition LLC, para que, directamente o a través de sus afiliadas, agentes, contratistas o mandatarios, presenten a las agencias gubernamentales concernidas solicitudes de permisos, aprobaciones y endosos para el Proyecto, incluyendo, sin limitación, su Consulta de Ubicación y el deslinde de la zona marítimo-terrestre.

La presente autorización podrá ser otorgada en contrapartes ("counterparts") y, una vez que todas las partes hayan firmado al menos una contraparte, todas las contrapartes formarán una sola autorización.

La presente autorización no incluye y explícitamente excluye autorización para la ejecución de construcciones, mejoras o alteraciones en el Inmueble mientras el mismo no se haya vendido en virtud del Contrato.

Atentamente,

CARMEN IVONNE BARRIOS COLLAZO también conocida como Ivonne Barrios Collazo	LUIS ALBERTO TORRES ORTIZ también conocido como Luis A. Torres Ortiz
GERALDO LUIS TORRES ORTIZ también conocido como Geraldo L. Torres Ortiz	SAMUEL TORRES ORTIZ
WALESKA TORRES BARRIOS	EDGARDO TORRES BARRIOS

CERTIFICO que en la misma fecha y lugar de su otorgamiento expedí primera copia certificada a favor de la parte compradora. DOY FE. ----

Notario(a) Público(a)

MARIA DEL ROSARIO PUJOL THOMPSON
ABOGADO-NOTARIO

G.D.F.R.

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----DEED NUMBER TWENTY NINE (29)----------

------ DEED OF OPTION TO PURCHASE REAL ESTATE ------

---In the City of San Juan, Puerto Rico, on this twelfth (12th) day of May, two thousand twenty three (2023),----------

---------- **BEFORE ME,** ----------

---MARIA DEL ROSARIO PUJOL THOMPSON, Attorney-at-Law and Notary Public in and for the Commonwealth of Puerto Rico, with residence in Guaynabo, Puerto Rico, and offices located at suite two hundred (200), Puerta del Condado Building, one thousand ninety five (1095) Wilson Street, San Juan, Puerto Rico,----------

---------- **APPEAR:** ----------

---AS PARTY OF THE FIRST PART: ROBERTO DANIEL ACOSTA MARTIN, of legal age, single, electrical engineer and resident of Cabo Rojo, Puerto Rico (hereinafter "Roberto");----------

---AS PARTY OF THE SECOND PART: JAVIER ACOSTA MARTIN, of legal age, married, electrical engineer and resident of Cabo Rojo, Puerto Rico (hereinafter "Javier");-------

---AS PARTY OF THE THIRD PART: CARLOS DAVID ACOSTA MARTIN, of legal age, single, contractor and resident of Hormigueros, Puerto Rico (hereinafter "Carlos");----------

---AS PARTY OF THE FOURTH PART: RAMONITA MARTIN VELEZ, of legal age, single, property owner and resident of Cabo Rojo, Puerto Rico (hereinafter "Ramonita"). Ramonita appears herein represented by her three (3) attorneys-in-fact, Roberto, Javier and Carlos, pursuant to Deed of General Durable Power of Attorney and Designation

of Tutor ("Poder General Duradero y Designación de Tutor"), executed by Ramonita in Cabo Rojo, Puerto Rico, on January nineteen (19), two thousand twenty three (2023), before notary public Carlos E. Ortíz Collado (the "Power of Attorney"). Notification of the execution of the Power of Attorney was recorded with the number eighteen seventeen dash three hundred sixty (1817-360), on January thirty (30), two thousand twenty three (2023), at the General Registry of Notarial Competencies (Registro General de Competencias Notariales") of the Office of Notarial Inspections ("Oficina de Inspección de Notarías") of the Supreme Court of Puerto Rico.----------

---I, the Notary, hereby certify to have had before me a certified copy of the Power of Attorney, and in my opinion, the Power of Attorney is in full compliance with the all legal requirements needed to authorize Roberto, Javier and Carlos to appear in this public Deed on behalf of Ramonita.----------

---Roberto, Javier, Carlos and Ramonita will be referred jointly hereinafter as "Sellers".----------

---AS PARTY OF THE FIFTH PART: PR INVESTCO LLC (hereinafter "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of the State of Delaware, United States of America, represented herein by its authorized representative, MS. GLADYS OMAYRA FONTANEZ REYES, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this public deed arises from Certificate of Resolution of PR INVESTCO LLC signed by Eileen Sawyer in her capacity of Manager of PR INVESTCO

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LLC, executed on December thirteen (13), two thousand twenty two (2022), in New York, New York, United States of America, before notary public Eric Orenstein, an original of which I, the Notary, hereby certify to have had before me, and which, in my opinion, is in full compliance with all legal requirements to authorize Ms. Gladys Omayra Fontanez Reyes to appear in this public deed on behalf of Buyer; and----------

---AS THE PARTY OF THE SIXTH PART: JOSE ENRIQUE PEREZ CRUZ, also known as José E. Pérez (hereinafter the "Broker"), who is of legal age, married, real estate broker, and resident of Bayamón, Puerto Rico.----------

---I, the Notary, certify that I am personally acquainted with all parties, and through their statements, I further certify as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and accordingly they do hereby----------

----------STATE AND AGREE----------

---FIRST: <u>The Property; Title, Liens and Encumbrances</u>.------

-----One. <u>Title</u>. Sellers are the owners in fee simple title ("pleno dominio") and have the possession of the parcel of land described in the Spanish Language as follows (hereinafter the "PROPERTY"):----------

---"RUSTICA: Parcela número setenta y dos (72), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalente a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En linderos: por el NORTE, con la parcela número cuarenta y dos (42) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5)

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pertenecen a esta parcela; por el SUR, con la parcela número setenta y tres (73) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número cuarenta y uno (41) y servidumbre de paso de diez (10) metros de ancho de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con el Mar Caribe.----------
---Para uso de fines agrícolas."----------

---The PROPERTY is property number eighteen thousand seven hundred eighteen (18,718), recorded at page number sixty seven (67), of volume eight hundred sixty four (864), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

---The real property tax identification number ("número de catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to the PROPERTY is four hundred and two dash zero zero seven dash three hundred twenty seven dash ninety dash zero zero zero (402-007-327-90-000).----------

---The PROPERTY, by its origin and by itself is free of liens and/or encumbrances.----------

---SECOND: Buyer wishes to acquire an option to buy the PROPERTY, with all its improvements, and rights and annexes, and Sellers wish to grant, and hereby grant, said option to Buyer (hereinafter the "Option"), which is done pursuant to this public instrument and in accordance with the following----------

----------TERMS AND CONDITIONS:----------

-----2.1. The purchase-sale price of the PROPERTY will be the lump sum of ONE MILLION DOLLARS ($1,000,000), payable to Sellers simultaneously with the execution of the deed whereby Buyer acquires fee simple title ("pleno dominio") to the PROPERTY (the "Purchase-Sale Deed").-----

LIC. MARÍA DEL ROSARIO PUJOL THOMPSON ABOGADO-NOTARIO

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-----2.2. As consideration for the Option, Buyer has paid to Sellers, simultaneously with the execution of this public deed or before its execution, the sum of FIFTY THOUSAND DOLLARS ($50,000), as good faith deposit (the "Deposit"), which will be non-reimbursable, except only as set forth below in this public deed. Sellers hereby acknowledge receipt of the Deposit.----------

-----2.3. The Option is granted for a term (the "Term") equal to: (i) nine (9) months, starting on the date of execution of this public deed and ending on February twelve (12), two thousand twenty four (2024); or (ii) thirty (30) calendar days after the Sellers file for Recordation in the Registry of the Property of Puerto Rico all documentation required to grant to Sellers fee simple title to the PROPERTY, as legitimate heirs of Roberto Acosta Cabán (the "Instancia"), **whichever occurs later**.----------

-----2.4. The Deposit will be credited to the first payment of the purchase-sale price of the PROPERTY which will be made on the date of the execution of the Purchase-Sale Deed.----------

-----2.5. If the Term ends and Buyer has not bought the PROPERTY within the Term (except for reasons attributable to Sellers), then the Deposit will be lost by Buyer, and will become the property of Sellers, as liquidated damages. If the PROPERTY cannot be bought by Buyer within the Term, for reasons attributable to Sellers, then Sellers will reimburse the Deposit to Buyer at the end of the Term.----------

-----2.6. The real estate property taxes payable to the Centro de Recaudaciones de Ingresos Muncipales ("CRIM"),

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and all special taxes (if applicable) of the PROPERTY will be the responsibility of Sellers and payable by Sellers up to the date of execution of the Purchase-Sale Deed (the "Closing Date"). Thereafter they shall be the responsibility of Buyer and payable by Buyer.----------

-----2.7. The Purchase-Sale Deed shall be executed before a notary public selected by Buyer.----------

-----2.8. Through the Purchase-Sale Deed, Buyer will acquire recordable fee simple title to the PROPERTY and the possession thereof, "as is, where is", free and clear of occupants, liens and encumbrances. During the Term of the Option, Sellers will have the possession of the PROPERTY and will be allowed to conduct legal business activities in the PROPERTY.----------

-----2.9. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of the Property of Puerto Rico of this public deed and of the Purchase-Sale Deed will be paid by Buyer.----------

-----2.10. This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them.----------

-----2.11. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of Puerto Rico, Section of San Juan, in the event of any litigation pursuant to this public deed.----------

-----2.12. All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

------TO SELLERS:----------

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------Roberto D. Acosta Martín----------
------PO Box 6534----------
------Mayaguez, PR 00681----------
------Electronic Mail: rmartin@amelectricpr.com----------

------Javier Acosta Martín----------
------PO Box 6534----------
------Mayaguez, PR 00681----------
------Electronic Mail: jacosta@amelectricpr.com----------

------Carlos D. Acosta Martín----------
------PO Box 6534----------
------Mayaguez, PR 00681----------
------Electronic Mail: cacosta@mpl-pr.com----------

------Ramonita Martín Vélez----------
------PO Box 6534----------
------Mayaguez, PR 00681----------
------Electronic Mail: racosta@accurateworks.com----------

------TO BUYER:----------
------PR INVESTCO LLC----------
-------733 Third Avenue----------
-------New York, NY 10017----------
------Attention: Eileen Sawyer----------
-----Electronic Mail: roberto.ruiz@ccgc.com.do----------

------TO THE BROKER:----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920----------
------Attention: José Enrique Pérez Cruz----------
-----Electronic Mail: passportre@gmail.com----------

-----2.13. Sellers represent and warrant to Buyer that, to the best of Sellers' knowledge, in the PROPERTY there are no toxic, dangerous, contaminated or contaminating substances, and that the PROPERTY has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----2.14. The appearing parties acknowledge that the Broker, mister José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the subject of this Option. The fees to Mr. Pérez Cruz

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and his associates, if any, for said service will be the responsibility of Buyer and paid simultaneously with the execution of the Purchase-Sale Deed, only if the Option is exercised by Buyer and Buyer buys the PROPERTY pursuant to the Option. Said fees will amount to FIFTY THOUSAND DOLLARS ($50,000), equivalent to five percent (5%) of the purchase-sale price of the PROPERTY.----------

-----2.15. The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed.----------

-----2.16. In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgement or judicial order, then and in that event the rest of this public deed will continue in full force and effect.

-----2.17. During the Term, Buyer and its employees, agents and/or contractors are authorized to enter the PROPERTY to make studies, identify boundaries, take measurements and make inspections, during business days and hours, and the persons entering the PROPERTY pursuant to this authorization will be responsible for the damages suffered or caused by them in the PROPERTY. Every employee who enters the PROPERTY pursuant to this authorization will be insured by a valid policy of the Puerto Rico State Insurance Fund, and, if applicable, of the "Chauffers' Insurance" or "Seguro Choferil". In addition, Buyer will have in place, during the term of the Option, a public liability insurance policy covering damages caused or suffered in the PROPERTY by the persons who enter it pursuant to this authorization, with a minimum coverage of ONE MILLION DOLLARS ($1,000,000)

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per occurrence. Sellers will appear as co-insured in the policy, together with Buyer.----------

-----2.18. During the Term, Buyer is authorized to seek the approvals, permits and endorsements necessary for the development in the PROPERTY of a residential, recreational and tourism project, or of part of a residential, recreational and tourism project, provided the existing DTS zoning of the PROPERTY is not changed, and that such approvals, permits and endorsements (i) comply with the requirements of the existing DTS zoning of the PROPERTY; and (ii) do not negatively affect and/or diminish the value or quality of the PROPERTY. Sellers hereby commit to confirm this authorization in writing if required by Buyer, for presentation to the corresponding public or governmental agencies and entities. If the PROPERTY is not purchased by Buyer, all approvals, permits and endorsements obtained by Buyer for the PROPERTY pursuant to the aforesaid authorization will be transferred and assigned by Buyer to Sellers at the end of the Term, at no cost to Sellers.----------

-----2.19. The PROPERTY may not be altered during the Term, except only if specifically authorized in advance, in writing, by Sellers and Buyer.----------

-----2.20. The Option is not transferable by Sellers. Conversely, Buyer is authorized to transfer or assign this agreement and all its rights and obligations hereunder, at the sole option and discretion of Buyer to any entity affiliated to or assigned by Buyer.----------

---**THIRD:** Additional Documentation. The parties hereto agree to execute and deliver any additional instruments and

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documents that may be necessary to record the transaction contemplated in this deed in the Registry of the Property of Puerto Rico. Any costs and expenses, including attorneys' fees, incurred in connection with the execution of any additional instruments and documents shall be for the account of the Buyer. ----------

---**FOURTH:** Request to the Registrar. The Honorable Registrar of the Property of Puerto Rico is respectfully requested to record in the Registry of the Property of Puerto Rico the Option, as set forth in this deed.----------

---**FIFTH:** If Buyer does not purchase the PROPERTY pursuant to the Option, Buyer will, within thirty (30) consecutive calendar days after the end of the Term, at Buyer's cost and expense, (i) cancel the lien or encumbrance on the PROPERTY created by the Option; and (ii) file for recordation in the Registry of the Property of Puerto Rico any and all documents needed for the recording of said cancellation in the Registry of the Property. If the appearance of Sellers is required in said cancellation, Sellers will appear therein.----------

MARIA DEL ROSARIO PUJOL THOMPSON ABOGADO-NOTARIO

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----------**ACCEPTANCE AND WARNINGS**----------

---The appearing parties to this deed accept the same as drafted because it has been drawn up in accordance with their stipulations, terms and conditions. I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this deed and they were fully advised by me thereon. Specifically, I advised them of the following:----------

-----(a) That any liens or encumbrances affecting title to the PROPERTY that may be filed for recordation prior to the filing

of this deed may be legally binding and could take precedence over this deed.----------

-----(b) It is advisable to verify the status of liens and encumbrances on the PROPERTY as they may appear from the Registry of the Property of Puerto Rico on the date hereof and of the adverse consequences which may result from the failure to do so. To this effect, the appearing parties have been warned and advised by the subscribing Notary Public about the following: (i) that the digital system of recordation of the Digital Registry of Immovable Property of the Commonwealth of Puerto Rico provides Access to the Electronic Diary of Daily Operations, the Electronic Book of Recordations, and the Single Book of Liens ("Libro Unico de Embargos") twenty four (24) hours a day, seven (7) days a week for both inquiries and filings which may affect the registration or rights under this deed; (ii) that said electronic books have been reviewed up to the date of the title search prepared for this transaction; and (iii) that the authorizing Notary Public has not consulted the Registry of the Property of Puerto Rico in any way whatsoever after the date of the aforementioned title search, to all of which the appearing parties give their acceptance and compliance, being fully aware of its consequences.----------

-----(c) That this deed was prepared in accordance with a title search (the "Title Search"), prepared by **Capital Title Services, Inc.**, an entity engaged in such business, and not by the undersigned Notary. The aforementioned Title Search is dated November four (4), two thousand twenty two (2022).----------

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-----(d) The appearing parties accept the Title Search and are satisfied with the contents thereof. Consequently, the appearing parties release the Notary from any responsibility due to errors or omissions in said Title Search and/or due to any changes in the title to the PROPERTY or in its liens and encumbrances that might occur between the date of the Title Search and the date this deed is presented to the Registry of the Property of Puerto Rico for registration.----------

-----(e) The necessity and convenience of obtaining a negative certification of debt from the Municipal Revenue Collection Center tax rolls (CRIM – Centro de Recaudaciones de Ingresos Municipales) regarding the PROPERTY.----------

-----(f) This deed must be recorded in the appropriate Section of the Registry of the Property of Puerto Rico in order to bind all rights herein to third-parties.----------

---The appearing parties waived the right which I advised them they had to have witnesses to the execution of this deed; but, upon my advice, made use of their right to read the same, and, finding it drafted to their entire satisfaction, having been advised by me, the Notary, of the pertinent legal warnings and reservations, acknowledging that they have understood this deed in all its parts, fully ratify and confirm the statements contained herein as the true and exact embodiment of their stipulations, terms, and conditions, proceed to sign before me, and to affix their initials on each folio of the same.----------

---And I, the Notary, do hereby CERTIFY AND ATTEST as to my personal knowledge or identification of the appearing parties and as to their personal circumstances, in accordance with their statements, as well as to all other things herein

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contained.----------

---I, the Notary, CERTIFY AND GIVE FAITH.----------





G.O.F.R.

TDA

MORELL • CARTAGENA • DAPENA

JORGE ANTONIO MORALES CORDERO

Plaza 273 Suite 700
273 Ponce de León
San Juan, PR 00917-1934
787-723-1233; 787-729-1974
jorge.morales@mbcdlaw.com

CERTIFIED COPY OF DEED NUMBER SEVEN (7)

PURCHASE AND SALE

EXECUTED IN MAYAGÜEZ, PUERTO RICO
ON MAY 24, 2023

BEFORE:

JORGE ANTONIO MORALES CORDERO

BY:

HARRY OLIVIERI SANTIAGO, MARÍA DE LOS ÁNGELES PALMER COLÓN, MARÍA VICTORIA TAMARIZ VARGAS, HILDA MARITZA TAMARIZ VARGAS, CELIA IVONNE TAMARIZ VARGAS, AND PATRICIA TAMARIZ VARGAS

("SELLERS")

AND

CABO ROJO LAND ACQUISITION LLC

("BUYER")

----------**DEED NUMBER SEVEN (7)** ----------

----------**PURCHASE AND SALE** ----------

---In Mayagüez, Puerto Rico, on this twenty-fourth (24th) day of May, two thousand twenty-three (2023). ----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with residence and offices in San Juan, Puerto Rico.----------

---------- **APPEAR:** ----------

---**AS THE PARTY OF THE FIRST PART:** (i) **HARRY OLIVIERI SANTIAGO,** of legal age, single, property owner and resident of Adjuntas, Puerto Rico (hereinafter referred to as "Harry"); (ii) **MARÍA DE LOS ÁNGELES PALMER COLÓN**, of legal age, single, property owner and resident of Aibonito, Puerto Rico (hereinafter referred to as "Angie" and, jointly with Harry, as "Olivieri-Palmer"); (iii) **MARÍA VICTORIA TAMARIZ VARGAS**, of legal age, married to Abimael Santiago Morales, property owner and resident of Juana Díaz, Puerto Rico (hereinafter referred to as "María Victoria"); (iv) **HILDA MARITZA TAMARIZ VARGAS**, of legal age, single, property owner and resident of Cabo Rojo, Puerto Rico (hereinafter referred to as "Hilda"); (v) **CELIA IVONNE TAMARIZ VARGAS**, of legal age, married to Alexis Delfín Delgado Acosta, property owner and resident of Hormigueros, Puerto Rico (hereinafter referred to as "Celia"); and (vi) **PATRICIA TAMARIZ VARGAS**, of legal age, single, property owner and resident of Sabana Grande, Puerto Rico (hereinafter referred to as "Patricia"). Olivieri-Palmer, María Victoria, Hilda, Celia and Patricia shall hereinafter collectively referred to as "SELLERS". ----------

---**AS THE PARTY OF THE SECOND PART: CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "BUYER"), a limited liability company organized, existing and in good standing in accordance

JORGE A. MORALES CORDERO ABOGADO NOTARIO

with the laws of Puerto Rico, represented herein by its Authorized Representative, GLADYS OMAYRA FONTÁNEZ REYES, who is of legal age, single, attorney at law and resident of San Juan, Puerto Rico, whose authority to represent BUYER in this public deed arises from a Certificate of Resolution of BUYER signed by Eileen Sawyer, in her capacity of Manager of BUYER, on May seventeen (17), two thousand twenty-three (2023), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engine of the Department of State of the State of New York. I further certify that I have examined the original of the aforesaid Certificate of Resolution of Cabo Rojo Land Acquisition LLC, and that, in my opinion, it is adequate and sufficient, and complies with all legal requirements needed to authorize Ms. Fontánez Reyes to appear herein on behalf of BUYER. ----------



---**AS THE PARTY OF THE THIRD PART: JOSÉ ENRIQUE PÉREZ CRUZ**, also known as José E. Pérez (hereinafter referred to as the "BROKER"), who is of legal age, married, real estate broker and resident of Bayamón, Puerto Rico.----------

---I hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective age, civil status, occupation and residence. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily,----------

----------**STATE AND AGREE**----------

---**FIRST:** SELLERS are the sole owners of fee simple title ("*pleno dominio*") and have the possession of the parcel of land described in the Spanish language as follows (hereinafter, the "Property"): ----------

---**"RUSTICA:** Parcela número cuarenta y dos (42), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO (5) cuerdas, equivalentes a una (1)

hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas, y en lindes por el NORTE, con el Mar Caribe; por el SUR, con la parcela número cuarenta y uno (41) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número setenta y cuatro (74) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número setenta y dos (72) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela." ----------

---The Property is identified in the Registry of Property of Puerto Rico (the "Registry") as property number 18,700, recorded at page 49 of volume 508 of Cabo Rojo, San Germán section of the Registry.----------

---The tax identification number ("*número de catastro*") assigned to the Property by the Municipal Revenue Collection Center ("CRIM") is 402-000-004-64-000. ----------

---The Property was acquired by SELLERS as follows:----------

-----1.1. Olivieri-Palmer acquired a fifty percent (50%) participation in the Property through Deed Number Twelve (12), of purchase and sale, executed in Aibonito, Puerto Rico, on June six (6), nineteen hundred ninety-three (1993), before Notary Juan Antonio Núñez García, recorded at page 211 of volume 779 of Cabo Rojo, Section of San Germán of the Registry, fourth (4th) inscription. ----------

-----1.2. María Victoria, Hilda, Celia and Patricia acquired a fifty percent (50%) participation in the Property, on a common, undivided basis (*común proindiviso*) by virtue of a donation made by Diego Antonio Tamariz Valderrama, pursuant to Deed Number Twenty-Six (26), executed in Mayaguez, Puerto Rico, on March ten (10), two thousand six (2006), before Notary José Clemente González Ortiz (the "Donation"), filed and pending recordation at the San Germán section of the Registry under entry number 2023-058706-SG01. ----------

----------**LIENS AND ENCUMBRANCES** ----------

---By its origin, the Property is free and clear of liens and encumbrances.

---By itself, the Property is subject to the following liens and encumbrances: ----------

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-----A) Right of way easement recorded at page 1 of volume 508 of Cabo Rojo, Section of San Germán of the Registry. ----------

-----B) Restrictive Covenants of Edification and Use, for a term of ten (10) years, constituted pursuant to Deed number four hundred seventy-two (472), executed in Mayaguez, Puerto Rico, on September twenty-five (25), nineteen hundred ninety (1990), before Notary Roberto M. García Rullán, recorded at marginal note 1.1 of page 49 of volume 508 of Cabo Rojo, Section of San Germán of the Registry, property number eighteen thousand seven hundred (18,700). ----------

-----C) Annotation of Embargo (the "Embargo A"), dated April six (6) two thousand seventeen (2017), under writ issued by the Aibonito part of the Puerto Rico Court of First Instance in connection with Civil Case number "BCD" two thousand three dash zero two zero one (BCD 2003-0201). Embargo A was annotated on May twenty-four (24), two thousand twenty (2020), as inscription A under the Karibe volume of Cabo Rojo, Section of San Germán of the Registry. The cancellation of Embargo A as an expired lien has been requested by a Petition to the Registrar executed on November eight (8), two thousand twenty-two (2022), which is filed and pending recordation at entry 2022-144907-SG01 of the Karibe system. ----------

-----D) Annotation of Embargo ("Embargo B") dated January twenty (20), two thousand twenty-three (2023), under writ issued by the Aibonito part of the Puerto Rico Court of First Instance in connection with Civil Case number "BCD" two thousand three dash zero two zero one (BCD 2003-0201), filed for recordation on January twenty-six (26), two thousand twenty-three (2023) at entry 2023-009277-SG01 of the Karibe system. ----------

---The parties hereto have agreed that from the portion of the Purchase Price that corresponds to Olivieri-Palmer, the necessary proceeds will be withheld and paid to the plaintiff-creditor of Embargo B. The legal

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representation of said creditor has delivered to the parties hereto an acknowledgement of receipt of payment in full of the amounts deemed necessary for the cancellation of Embargo B. Furthermore, said legal representation has delivered to all parties hereto a written commitment letter pursuant to which he agrees to, promptly after the execution of this deed, request the court to issue an order and writ for the cancellation of Embargo B, all of which is to the reasonable satisfaction of BUYER and its legal counsel. ----------

---**SECOND:** On January thirty-one (31), two thousand twenty-three (2023), SELLER granted to BUYER's affiliate, PR INVESTCO LLC ("PR Investco"), an option to purchase the Property, pursuant to an Option Agreement (the "Option Agreement") executed on said date. The parties hereto acknowledge and agree that PR Investco has assigned to BUYER all of its rights and obligations under the Option Agreement, under the terms of an *Assignment and Assumption of Rights under Option Agreement* executed on even date herewith, and that BUYER is the permitted assignee and successor of PR Investco thereunder. ----------

----------**PURCHASE AND SALE**----------

---**THIRD:** In accordance with the Option Agreement, SELLERS hereby sell, convey and transfer fee simple title ("*pleno dominio*") to the Property and the possession thereof to BUYER, and BUYER hereby purchases from SELLERS fee simple title ("*pleno dominio*") to the Property and the possession thereof, in accordance with the following ---

----------**TERMS AND CONDITIONS**----------

-----One: The purchase price of the Property is the lump sum of **ONE MILLION TWENTY-FIVE THOUSAND DOLLARS ($1,025,000)** (hereinafter the "Purchase Price"). The Purchase Price is not subject or conditioned to an appraisal report or survey, and SELLERS shall have no obligation to adjust or reduce the Purchase Price as a result of any appraisal report(s) or survey(s) obtained by BUYER or anybody else. ---

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-----Two: The Purchase Price has been paid as follows: ----------

----------A. The sum of FIFTY-ONE THOUSAND TWO HUNDRED FIFTY DOLLARS ($51,250.00) was paid to Title Security Group LLC, as escrow agent, simultaneously with the execution of the Option Agreement, and said sum has been paid by Title Security Group LLC to SELLERS simultaneously with the execution of this deed. SELLERS hereby acknowledge receipt of said sum in form and substance acceptable to SELLERS.----------

----------B. The sum of NINE HUNDRED SEVENTY-THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($973,750.00) has been paid by BUYER to SELLERS simultaneously with the execution of this public deed, and SELLERS hereby acknowledge receipt thereof in form and substance acceptable to SELLERS.----------

-----Three: The BUYER shall be entitled to the immediate possession of the Property, without any additional formality, document or request. -----

-----Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of SELLERS and, thereafter, for the account of BUYER. ----

-----Five: SELLERS hereby deliver to BUYER fee simple title to the Property, vacant, and free and clear of all liens, encumbrances or defects, including without limitation, Embargo A, and subject only to the restrictive covenants and right of way easement stated in paragraph FIRST of this public deed, and to Embargo B, which will be promptly cancelled following the date hereof as described above.----------

-----Six: BUYER specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) SELLERS hereby sell and BUYER hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) BUYER is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from SELLERS or

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any of SELLERS' agents, employees, members, representatives, attorneys or brokers (each such party a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by SELLERS to BUYER (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof, its facilities, soils, geology, and groundwater; (b) the dimensions, area, and size of the Property; (c) the development or income potential, or rights of or relating to the Property or the adequacy of the Property for any particular purpose, (d) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of BUYER or any other person to obtain any necessary governmental approvals, licenses, or permits for BUYER's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters regarding the operation of the Property. BUYER expressly acknowledges and agrees that BUYER is not relying on any representation or warranty of SELLERS or any Seller Affiliate, whether implied, presumed or expressly provided at law or otherwise, arising by virtue of any statute, common law, or other legally binding right or remedy in favor of BUYER. BUYER further acknowledges and agrees that SELLERS are under no duty to make any inquiry regarding any

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matter that may or may not be known to SELLERS or any Seller Affiliate. Upon execution of this public deed, BUYER shall assume the risk of adverse matters relating to adverse investigations, and BUYER, upon execution of this public deed, shall be deemed to have waived, relinquished and released SELLERS and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which BUYER might have asserted or alleged or may assert or allege in the future against SELLERS or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution of this public deed. ----------



-----Seven: The notarial fees, stamps on the original, stamps on the first certified copy, filing and recording rights of this public deed at the Registry will be paid by BUYER.----------

-----Eight: This public deed will be interpreted and governed in accordance with the laws of the Commonwealth of Puerto Rico. The appearing parties submit themselves to the exclusive jurisdiction of the Court of First Instance of the Commonwealth of Puerto Rico in the event of any litigation arising out of this public deed.----------

-----Nine: All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

---------TO SELLERS: ----------

----------Mr. Harry Olivieri Santiago----------
----------Box 1113----------
----------Adjuntas, PR 00601 ----------
----------e-mail: olipacorse@live.com----------

----------Mrs. María de los Ángeles Palmer Colón----------
----------219 Calle Degetau Norte ----------
----------Aibonito, PR 00601 ----------

----------Mrs. María Victoria Tamariz Vargas ----------
----------Mansiones de Paseo de Reyes # 106----------
----------Calle Reina Isabel ----------
----------Juana Díaz, PR 00795----------
----------e-mail: pamelabe9@gmail.com----------

----------Mrs. Hilda Maritza Tamariz Vargas ----------
----------155 Arrecife ----------
----------Urbanización Alturas del Mar ----------
----------Cabo Rojo, PR 00623 ----------
----------e-mail: h_tamariz@hotmail.com ----------

----------Mrs. Celia Ivonne Tamariz Vargas ----------
----------Calle Estancia 724----------
----------Haciendas Constancia----------
----------Hormigueros, PR 00660 ----------
----------e-mail: ctamariz2009@gmail.com ----------

----------Mrs. Patricia Tamariz Vargas----------
----------# 115 Estancias de Villa Alba----------
----------Sabana Grande, PR 00637----------
----------e-mail: patricia_tamariz@outlook.com----------

----------TO BUYER:----------

----------CABO ROJO LAND ACQUISITION LLC----------
----------733 Third Avenue ----------
----------New York, NY 10017----------
----------Attention: Eileen Sawyer ----------
----------Electronic Mail: roberto.ruiz@ccgc.com.do----------
---
----------TO BROKER:----------
----------Calle Cádiz 1218----------
----------Puerto Nuevo----------
----------San Juan, PR 00920 ----------
----------Attention: José Enrique Pérez Cruz----------
----------Electronic Mail: passportre@gmail.com ----------

-----Ten: SELLERS represent and warrant to BUYER that, to the best of SELLERS' knowledge, but with no specific inquiry or investigation, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that, to the best of SELLERS' knowledge, but with no specific inquiry or investigation, the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances. EXCEPT FOR THE FOREGOING REPRESENTATION, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS PUBLIC DEED, BUYER ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER BY

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SELLERS OR ANY AGENT, OFFICER, EMPLOYEE OR REPRESENTATIVE THEREOF REGARDING THE PROPERTY. BUYER HEREBY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS SALE IS MADE WITHOUT REPRESENTATION, COVENANT OR WARRANTY OF ANY KIND (WHETHER EXPRESS, IMPLIED OR STATUTORY) BY SELLERS. ----------

-----Eleven: The appearing parties acknowledge that the BROKER, José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy-eight (10,478), alone or in association with other broker(s), has acted as real estate broker representing BUYER in the transaction which is the subject of this purchase and sale deed. The fees to Mr. Pérez Cruz and his associate(s), if any, for said service are the responsibility of BUYER and have been paid by BUYER to the BROKER simultaneously with the execution of this public deed. Said fees amount to FIFTY-ONE THOUSAND TWO HUNDRED FIFTY DOLLARS ($51,250.00), equivalent to five per cent (5%) of the Purchase Price, and BROKER hereby acknowledges receipt thereof by BUYER in form and substance acceptable to BROKER. ----------

-----Twelve: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed. ----------

-----Thirteen: In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the remaining provisions of this public deed will continue in full force and effect.----------

-----Fourteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver such documents or instruments, public or private, which may be necessary and/or required to correct any omission or matter that may

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need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any correction deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of BUYER, except that each party shall bear the fees of their respective counsel.----------

---**THIRD:** The Notary advises BUYER as to the importance of filing the corresponding property tax exemption and/or Change of Ownership Applications before the CRIM, and to obtain, prior to the execution of this deed, a certification indicating whether any sums related to property taxes are owed by SELLERS. Pursuant to applicable law, BUYER is responsible for filing at the CRIM the corresponding application for property tax exemption and /or change of ownership, within thirty (30) days from the execution hereof. BUYER hereby declares that it is fully aware of the aforementioned obligations and releases the subscribing Notary from this responsibility. ----------

----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed as drafted, to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ----------

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstract was prepared by Capital Title Services Inc., and dated May three (3), two thousand

twenty-three (2023);----------

-----(c) that after the date of such title abstract and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry as of the date of the title abstract.----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification; ----------

-----(e) of the right of the BUYER to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.;----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property;----------

-----(h) of the importance of recording a copy of this Deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this Deed is not recorded at the Registry; ----------

-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property;----------

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-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations;----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its contents.----------

-----(l) of the need and consequences to the SELLER of filing the *Planilla Informativas Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles* with the Puerto Rico Treasury Department; and----------

-----(m) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et seq.*, is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Seller, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the seller and its agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed.----------

----------**READING, ACCEPTANCE AND EXECUTION** ----------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the

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execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their initials on each page thereof. ----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

---Signed, sealed, marked and flourished by the authorizing Notary, Jorge Antonio Morales Cordero. ----------

---Therein also appear the signature of the appearing parties and their initials on the margin of each page. The corresponding internal revenue stamps, legal assistant stamps and the notarial tax stamp are adhered thereon. ----------

---I, the Notary, CERTIFY that the foregoing is a true and exact copy of Deed Number Seven (7), which contains fourteen (14) pages (folios), the original of which forms part of my protocol of public instruments for the year two thousand twenty-three (2023). ----------

---IN WITNESS WHEREOF, and to deliver to Cabo Rojo Land Acquisition LLC, I issue the first certified copy, which I sign, seal, mark and flourish in San Juan, Puerto Rico, on May twenty-four (24), two thousand twenty-three (2023). ----------

JORGE A. MORALES CORDERO
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JORGE A. MORALES CORDERO
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_____
NOTARY







DEPARTAMENTO *de* JUSTICIA
ESTADO LIBRE ASOCIADO DE PUERTO RICO

CERTIFICACIÓN DEL NOTARIO QUE PRESENTA DOCUMENTO EN EL REGISTRO DE LA PROPIEDAD INMOBILIARIA DE PUERTO RICO POR LA VÍA TELEMÁTICA

CERTIFICO: Que la copia en formato PDF de la Escritura Núm. Siete (7) sobre "Purchase and Sale", autorizada por mí en Mayagüez, Puerto Rico, el veinticuatro (24) de mayo de dos mil veintitrés (2023), que estoy presentando en esta fecha en el Registro de la Propiedad, es una copia fiel y exacta de la copia certificada de dicha escritura.

En San Juan, Puerto Rico, hoy veinticinco (25) de mayo de dos mil veintitrés (2023).

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

Notario

MORELL • CARTAGENA • DAPENA

JORGE ANTONIO MORALES CORDERO

Plaza 273 Suite 700
273 Ponce de León
San Juan, PR 00917-1934
787-723-1233; 787-729-1974
jorge.morales@mbcdlaw.com

CERTIFIED COPY OF DEED NUMBER ONE (1)

PURCHASE AND SALE

EXECUTED IN SAN JUAN, PUERTO RICO
ON JANUARY 10, 2024

BEFORE:

JORGE ANTONIO MORALES CORDERO

BY:

TEODORO FELIPE ALFONZO TOLEDO
GISELA DEL ROSARIO CORDERO SOTO

("SELLERS")

AND

CABO ROJO LAND ACQUISITION LLC

("BUYER")

---Comienza el primer tomo de mi protocolo de instrumentos públicos para el año dos mil veinticuatro (2024), hoy diez (10) de enero de dos mil veinticuatro (2024. ----------

NOTARIO

----------**DEED NUMBER ONE (1)** ----------

----------**PURCHASE AND SALE** ----------

---In San Juan, Puerto Rico, on this tenth (10th) day of January, two thousand twenty-four (2024) ----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with offices and residence in San Juan, Puerto Rico,----------

----------**APPEAR**----------

---AS THE PARTY OF THE FIRST PART: **TEODORO FELIPE ALFONZO TOLEDO**, also known as Teodoro Felipe Alfonso Toledo and Teodoro Alfonso Toledo, of legal age, single, property owner and resident of Isabela, Puerto Rico (hereinafter, "Teodoro") ----------

---AS THE PARTY OF THE SECOND PART: **GISELA DEL ROSARIO CORDERO SOTO**, also known as Gisela Cordero Soto, of legal age, single, property owner and resident of Camuy, Puerto Rico (hereinafter, "Gisela"). ----------

---Teodoro and Gisela will be sometimes referred jointly as, "Sellers." --

---AS THE PARTY OF THE THIRD PART: **CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of Puerto Rico, represented herein by its Authorized Representative, Gladys Omayra Fontánez Reyes, who is of legal age,

single, attorney-at-law and resident of San Juan, Puerto Rico, and whose authority to represent Buyer in this public deed arises from the Certificate of Resolution of Buyer, signed by Eileen Sawyer, as Manager of Buyer, on November six (6), two thousand twenty-three (2023), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engines of the Department of State and the Office of Information Technology Services of the State of New York. I further certify that I have examined the original of the aforesaid Certificate of Resolution of Cabo Rojo Land Acquisition LLC, and that, in my opinion, it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law to authorize Ms. Fontánez Reyes to appear herein on behalf of Buyer. ------

---I, the Notary, do hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily ----------

----------**STATE AND AGREE**----------

---**FIRST:** Sellers are the owners in fee simple title ("*pleno dominio*"), and have the possession of the parcels of land described in the Spanish language as follows (hereinafter jointly referred to as, the "Property"): --

----------**PARCEL A**----------

---***"RUSTICA:*** *Parcela número ciento ocho (108) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas y en lindes: por el* ***NORTE****, con la parcela número ciento seis (106) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el* ***SUR****, con la parcela número ciento doce (112) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el* ***ESTE****, con la parcela número ciento siete (107) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el* ***OESTE****, con la parcela número sesenta y uno (61) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela.* ------

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---Parcel A is recorded at page 1 of volume 511 of Cabo Rojo, property number 18,842, Section of San Germán of the Registry of Property of Puerto Rico (the "Registry"). ----------

---Parcel A was acquired by Sellers, while being married to each other, pursuant to Deed Number Five (5), executed in Hatillo, Puerto Rico, on April twenty-seven (27), two thousand seven (2007), before Notary Myrta Estrella Nieves Blas, recorded at page 217 overleaf of volume 856 of Cabo Rojo, sixth (6th) inscription. The matrimony of Teodoro and Gisela was terminated and dissolved pursuant to a judgment issued on September twenty-nine (29), two thousand sixteen (2016) by the Puerto Rico Court of First Instance, Aguadilla Superior Part, under Case Number A DI2016-0358. Therefore, Teodoro and Gisela appear herein to sell, convey and transfer to Buyer their undivided participations in Parcel A. ----------

---The tax identification number ("*número de catastro*") assigned by the Municipal Revenue Collection Center ("CRIM") to Parcel A is 379-089-327-78-000.----------

---Parcel A is subject to the following liens and/or encumbrances: --------

---By its origin, Parcel A is free and clear of liens and encumbrances.----

---By itself, Parcel A is subject to: ----------

-----A) Restrictive Conditions constituted by Deed Number Seventy-Four (74), executed in Mayagüez, Puerto Rico, on November twenty (20), nineteen hundred seventy-four (1974), before Notary Juan Jesús Ramírez Rivera, recorded at page 1 of volume 511 of Cabo Rojo, Section of San Germán of the Registry, first (1st) inscription. ----------

-----B) Restrictive Covenants (*Servidumbres en Equidad*) constituted by Deed Number One Hundred Thirty-Three (133), executed in Mayagüez, Puerto Rico, on November twenty (20), two thousand three (2003), before Notary Luis Roberto Santos, recorded at the Public and Private Dossier ("*Legajo Público y Privado*") 12/2004 of Cabo Rojo, Section of

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San Germán of the Registry, recorded at page 217 of volume 856 of Cabo Rojo, third (3rd) inscription. ----------

---The Restrictive Conditions and Covenants described in A) and B) above, will be hereinafter referred to as, "Permitted Encumbrances".-----

-----C) Mortgage (the "Mortgage") to secure a promissory note in the principal sum of Five Hundred Fifty Thousand Dollars ($550,000), payable to Banco Popular de Puerto Rico or its order, with annual interest at the prime rate, payable on demand, constituted pursuant to Deed Number One Hundred Nineteen (119), executed in Hatillo, Puerto Rico, on April twenty seven (27), two thousand seven (2007), before Notary José Luis Báez Rivera, rectified by Deed Number Thirty-Four (34), executed in San Juan, Puerto Rico, on April twenty seven (27), two thousand nine (2009) before Notary José Luis Báez Rivera, recorded at the overleaf of page 217 of volume 856 of Cabo Rojo, Section of San Germán of the Registry, seventh (7th) and last inscription. ----------

---The Mortgage has been cancelled pursuant to Deed Number Three (3), of *Cancellation of Mortgage Note*, executed in San Juan, Puerto Rico on January ten (10) two thousand twenty-four (2023) before Notary Eric Milán Barreto, which will be filed at the Registry concurrently with the presentation of this Deed. ----------

----------**PARCEL B**----------

---"***RUSTICA:*** *Parcela número ciento trece (113) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas y en lindes: por el NORTE, con la parcela número ciento siete (107) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número ciento cuatro (104) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la sucesión Morales Díaz; y por el OESTE, con la parcela número ciento doce (112) y servidumbre de paso de diez (10) metros de ancho de los cuales cinco (5) pertenecen a esta parcela.*" ----------

---Parcel B is recorded at page 31 of volume 511 of Cabo Rojo, property number 18,847, Section of San Germán of the Registry. ----------

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---Parcel B was acquired by Sellers, while being married to each other, pursuant to Deed Number Five (5), executed in Hatillo, Puerto Rico, on April twenty-seven (27), two thousand seven (2007), before Notary Myrta Estrella Nieves Blas, recorded at page 133 overleaf of volume 843 of Cabo Rojo, sixth (6th) inscription. The matrimony of Teodoro and Gisela was terminated and dissolved pursuant to a judgment issued on September twenty-nine (29), two thousand sixteen (2016) by the Puerto Rico Court of First Instance, Aguadilla Superior Part, under Case Number A DI2016-0358. Therefore, Teodoro and Gisela appear herein to sell, convey and transfer to Buyer their undivided participations in Parcel B.----------

---The tax identification number ("*número de catastro*") assigned by the Municipal Revenue Collection Center ("CRIM") to Parcel A is 379-099-327-81-000.----------

---Parcel B is subject to the following liens and/or encumbrances: --------

---By its origin, Parcel B is free and clear of liens and encumbrances.----

---By itself, Parcel B is subject to: ----------

-----A) Restrictive Covenants (*Servidumbres en Equidad*) constituted by Deed Number One Hundred Thirty-Three (133), executed in Mayagüez, Puerto Rico, on November twenty (20), two thousand three (2003), before Notary Luis Roberto Santos, recorded at the Public and Private Dossier ("*Legajo Público y Privado*") 12/2004 of Cabo Rojo, Section of San Germán of the Registry, recorded at page 133 of volume 843 of Cabo Rojo, third (3rd) inscription. ----------

-----B) Mortgage (the "Mortgage") to secure a promissory note in the principal sum of Five Hundred Fifty Thousand Dollars ($550,000), payable to Banco Popular de Puerto Rico or its order, with annual interest at the prime rate, payable on demand, constituted pursuant to Deed Number One Hundred Eighteen (118), executed in Hatillo, Puerto Rico, on April twenty seven (27), two thousand seven (2007), before Notary

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José Luis Báez Rivera, rectified by Deed Number Thirty-Four (34), executed in San Juan, Puerto Rico, on April twenty seven (27), two thousand nine (2009) before Notary José Luis Báez Rivera, recorded at the overleaf of page 134 overleaf of volume 843 of Cabo Rojo, Section of San Germán of the Registry, seventh (7th) and last inscription. ---------

---The Mortgage has been cancelled pursuant to Deed Number Four (4), of *Cancellation of Mortgage Note*, executed in San Juan, Puerto Rico on January ten (10), two thousand twenty-four (2023) before Notary Eric Milán Barreto, which will be filed at the Registry concurrently with the presentation of this Deed. ----------

---The Restrictive Covenants described in A) above will also be considered a Permitted Encumbrance.----------



---**SECOND:** On October eighteen (18), two thousand twenty-two (2022), Sellers granted to Buyer's affiliate, PR Investco LLC ("PR Investco"), an option to purchase the Property, pursuant to Deed Number Twenty-One (21), of Option to Purchase Real Estate, executed in San Juan, Puerto Rico, before Notary María del Rosario Pujol Thompson (hereinafter, the "Deed of Option"). The term of the Option granted thereunder was extended by Deed Number Thirty-Nine (39), executed on July thirteen (13), two thousand twenty-three (2023) and Deed Number Forty-Six (46), executed on October thirty-one (31), two thousand twenty-three (2023), both before the aforementioned Notary, and was further extended by private instruments among Sellers, PR Investco and Buyer. The parties hereto acknowledge, confirm and agree that PR Investco has assigned to Buyer all of its rights and obligations under the Deed of Option, and that Buyer is the permitted assignee and successor of PR Investco thereunder.----------

----------**PURCHASE AND SALE**----------

---**THIRD:** Pursuant to the Deed of Option, Sellers hereby sell, convey and transfer fee simple title ("*pleno dominio*") to the Property and the

possession thereof to Buyer, and Buyer hereby purchases from Sellers fee simple title to the Property and the possession thereof, in accordance with the following ----------

----------**TERMS AND CONDITIONS**----------

-----One: The purchase price is the lump sum of **ONE MILLION SEVEN HUNDRED THOUSAND DOLLARS ($1,700,000)** (hereinafter, the "Purchase Price"). Of the Purchase Price, (i) the sum of ONE MILLION THREE HUNDRED THOUSAND DOLLARS ($1,300,000) corresponds to Parcel A; and (ii) the sum of FOUR HUNDRED THOUSAND DOLLARS ($400,000) corresponds to Parcel B.----------

-----Two: The Purchase Price is payable as follows: ----------

------(A) The sum of **ONE HUNDRED SEVENTY THOUSAND DOLLARS ($170,000)** was paid by Buyer to Sellers prior to the execution hereof, as security deposit under the Deed of Option, as amended and reinstated, which amount is being applied in its entirety to the Purchase Price. ----------

----------B. The sum of ONE MILLION FIVE HUNDRED THIRTY THOUSAND DOLLARS ($1,530,000) has been paid by Buyer to Sellers concurrently with the execution hereof, through manager's checks issued to the order of Sellers, and Sellers hereby acknowledge receipt thereof in form and substance acceptable to Buyer.----------

-----Three: Buyer shall be entitled to the immediate possession of the Property, without any additional formality, document or request. ---------

-----Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of Sellers and, thereafter, for the account of Buyer. ----------

-----Five: Sellers hereby deliver to Buyer fee simple title to the Property, vacant, and free and clear of all liens, encumbrances or defects, except for the Permitted Encumbrances.----------

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-----Six: Buyer specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) Sellers hereby sell and Buyer hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from Sellers or any of Sellers' agents, employees, members, representatives, attorneys or brokers (each such party, a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by Sellers to Buyer (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof, its facilities, soils, geology, and groundwater; (b) the dimensions, area, and size of the Property; (c) the development or income potential, or rights of or relating to the Property or the adequacy of the Property for any particular purpose, (d) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of Buyer or any other person to obtain any necessary governmental approvals, licenses, or permits for Buyer's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters regarding the operation of the Property. Buyer further acknowledges and agrees that

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Sellers are under no duty to make any inquiry regarding any matter that may or may not be known to Sellers or any Seller Affiliate. Upon execution of this public deed, Buyer shall assume the risk of adverse matters relating to adverse investigations, and Buyer, upon execution of this public deed, shall be deemed to have waived, relinquished and released Sellers and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which Buyer might have asserted or alleged or may assert or allege in the future against Sellers or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution of this deed. ----------

-----Seven: Sellers represent and warrant to Buyer that, to the best of Sellers' knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that, to the best of Sellers' knowledge, the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----Eight: The notarial fees, stamps on the original, stamps on the first certified copy, filing and recording rights of this Deed at the Registry will be paid by Buyer.----------

-----Nine: This Deed will be interpreted and governed in accordance with the laws of the Commonwealth of Puerto Rico. The appearing parties submit themselves to the exclusive jurisdiction of the Court of First Instance of the Commonwealth of Puerto Rico in the event of any litigation arising out of this Deed.----------

-----Ten: All notices to the parties pursuant to this Deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

----To SELLERS:----------

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------Teodoro Felipe Alfonzo Toledo ----------
------220 Urbanización Haciendas de Camuy ----------
------Camuy, PR 00627----------
------Electronic Mail: teodorydairy@gmail.com ----------

------Gisela Del Rosario Cordero Soto ----------
------220 Urbanización Haciendas de Camuy ----------
------Camuy, PR 00627----------
------Electronic Mail: giselacordero04@gmail.com ----------

------To BUYER:----------

------Cabo Rojo Land Acquisition LLC ----------
------733 Third Avenue ----------
------New York, NY 10017----------
------Attention: Eileen Sawyer----------
------Electronic Mail: roberto.ruiz@ccgc.com.do ----------

-----Eleven: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

-----Twelve: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the remaining provisions of this Deed will continue in full force and effect.----------

-----Thirteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver such documents or instruments, public or private, which may be necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any correction deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of Buyer, except that each party shall bear the fees of their respective counsel.----------

---**THIRD:** The Notary advises Buyer as to the importance of filing the corresponding property tax exemption and/or change of ownership Application before the CRIM, and to obtain, prior to the execution of this deed, a certification indicating whether any sums related to property

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taxes are owed by Sellers. Pursuant to applicable law, Buyer is responsible for filing at the CRIM the corresponding application for property tax exemption and /or change of ownership, within thirty (30) days from the date of execution hereof. Buyer hereby declares that it is fully aware of the aforementioned obligations and releases the undersigned Notary from this responsibility.----------

----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ---

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared relying on title abstracts prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstracts were prepared by Capital Title Services Inc. and are dated January nine (9), two thousand twenty-three (2023);----------

-----(c) that after the date of such title abstracts and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. The title abstracts are not a title insurance and reflect only the state of the Property in the Registry as of the date thereof.----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification; ----------

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-----(e) of the right of the Buyer to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.;----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property;----------

-----(h) of the importance of recording a copy of this deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this deed is not recorded at the Registry;----------

-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property;----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations;----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its contents.----------

-----(l) of the need and consequences to the Sellers of filing the *Planilla Informativas Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles* with the Puerto Rico Treasury Department; and----------

-----(m) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et*

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seq., is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Seller, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the seller and its agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed.----------

----------**READING, ACCEPTANCE AND EXECUTION** ----------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their initials on each page thereof.----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

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---Signed, sealed, marked and flourished by the authorizing Notary, Jorge Antonio Morales Cordero. ----------

---Therein also appear the signature of the appearing parties and their initials on the margin of each page. The corresponding internal revenue stamps, legal assistant stamps and the notarial tax stamp are adhered thereon. ----------

---I, the Notary, CERTIFY that the foregoing is a true and exact copy of Deed Number One (1), which contains thirteen (13) pages (*folios*), the original of which forms part of my protocol of public instruments for the year two thousand twenty-four (2024). ----------

---IN WITNESS WHEREOF, and to deliver to Cabo Rojo Land Acquisition LLC, I issue the first certified copy, which I sign, seal, mark and flourish in San Juan, Puerto Rico, on January first (1st), two thousand twenty-four (2024). ----------

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NOTARY







DEPARTAMENTO *de* JUSTICIA

ESTADO LIBRE ASOCIADO DE PUERTO RICO

CERTIFICACIÓN DEL NOTARIO QUE PRESENTA DOCUMENTO EN EL REGISTRO DE LA PROPIEDAD INMOBILIARIA DE PUERTO RICO POR LA VÍA TELEMÁTICA

CERTIFICO: Que la copia en formato PDF de la Escritura Núm. Uno (1) sobre "Purchase and Sale", autorizada por mí en San Juan el diez (10) de enero de dos mil veinticuatro (2024), que estoy presentando en esta fecha en el Registro de la Propiedad, es una copia fiel y exacta de la copia certificada de dicha escritura.

En San Juan, Puerto Rico, hoy diez (10) de enero de dos mil veinticuatro (2024).

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Notario

---I HEREBY CERTIFY, that the first certified copy of the present deed was issued in favor of Buyer, at the same date and place of the execution thereof. I ATTEST. ----------

NOTARY

----------**DEED NUMBER TWENTY-EIGHT (28)** ----------

----------**PURCHASE AND SALE** ----------

---In San Juan, Puerto Rico, on September twenty-nine (29), two thousand twenty-three (2023).----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with residence and offices in San Juan, Puerto Rico.----------

----------**APPEAR**----------

---**AS PARTY OF THE FIRST PART: TORRES ROSA CONSULTING ENGINEERS P.S.C.** (hereinafter, "Seller"), a professional services corporation organized, existing and in good standing under the laws of the Commonwealth of Puerto Rico, represented herein by its authorized officers (i) PULLY ALFONSO TORRES ORTIZ, of legal age, married, engineer, and resident of Guaynabo, Puerto Rico; and (ii) RAFAEL ROSA CASTRO, of legal age, married, engineer and resident of Caguas, Puerto Rico, whose authority to represent Seller in this Deed arises from a Certificate of Corporate Resolution of Seller, executed in San Juan by Rafael Rosa Castro, as Secretary of Seller, on September twenty-seven (27), two thousand twenty three (2023), under affidavit six thousand six hundred seventy nine (6,679) of Notary Jaime F. Rodríguez Ortiz. ----------

---I hereby certify that I have examined the aforesaid Certificate of Resolution and that it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law, to authorize Messrs. Torres-Ortiz and Rosa-Castro to appear herein on behalf of Seller. ----------

---**AS THE PARTY OF THE SECOND PART: CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "Buyer"), a limited liability company organized, existing and in good standing under the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, GLADYS OMAYRA FONTÁNEZ REYES,

who is of legal age, single, attorney at law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this Deed arises from a Certificate of Resolution of Buyer signed by Eileen Sawyer, as Manager of Buyer, on September twenty-one (21), two thousand twenty-three (2023), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engines of the Department of State and the Office of Information Technology Services of the State of New York. I further certify that I have examined the aforesaid Certificate of Resolution of Buyer and that it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law, to authorize Ms. Fontánez Reyes to appear herein on behalf of Buyer.----------

---I hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective age, civil status, occupation and residence. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily,----------

----------**STATE AND AGREE**----------

---**FIRST:** Seller is the sole owner in fee simple title ("*pleno dominio*") and have the possession of the parcel of land described in the Spanish language as follows (hereinafter, the "Property"):----------

---"***RUSTICA:*** *Parcela marcada con el número treinta y siete (37), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de veinte mil cuatrocientos setenta y uno punto setecientos cuarenta y un metros cuadrados (20,471.741 m.c.), equivalentes a cinco punto doscientas ocho (5.208) cuerdas. En lindes, por el NORTE, con servidumbre de paso de trece (13) metros de ancho a ser dedicada a uso público; por el SUR, con la parcela setenta y tres (73); por el ESTE, con la parcela veintinueve (29); y por el OESTE, con la parcela cuarenta y uno (41).*"----------

---The Property is identified in the Registry of Property of Puerto Rico (the "Registry") as property number 18,789, recorded at page 283 of volume 509 of Cabo Rojo, San Germán section of the Registry.----------

---The tax identification number ("*número de catastro*") assigned to the

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RRC

G.D.F.R.

Property by the Municipal Revenues Collection Center ("CRIM") is 402-007-327-12-000. ----------

---The Property was acquired by Seller pursuant to Deed Number Twelve (12), executed in Cabo Rojo, Puerto Rico, on April thirty (30), two thousand ten (2010), before Notary Osvaldo Ortiz Medina, recorded at page 164 of volume 864 of Cabo Rojo, eighth (8th) inscription.----------

----------**LIENS AND ENCUMBRANCES** ----------

---By its origin and by itself, the Property is free and clear of liens and encumbrances.----------

---**SECOND:** On March twenty-four (24), two thousand twenty-three (2023), Seller granted to Buyer's affiliate, PR INVESTCO LLC ("PR Investco"), an option to purchase the Property, pursuant to Deed Number Twenty-One (21) of Option to Purchase Real Estate, executed in San Juan, Puerto Rico, before Notary María del Rosario Pujol Thompson (hereinafter, the "Deed of Option"). The parties hereto acknowledge and agree that PR Investco has assigned to Buyer all of its rights and obligations under the Deed of Option, and that Buyer is the permitted assignee and successor of PR Investco thereunder.----------

----------**PURCHASE AND SALE**----------

---**THIRD:** In accordance with the Deed of Option, Seller hereby sells, conveys and transfers fee simple title ("*pleno dominio*") to the Property and the possession thereof to Buyer, and Buyer hereby purchases from Seller fee simple title ("*pleno dominio*") to the Property and the possession thereof, in accordance with the following----------

----------**TERMS AND CONDITIONS**----------

-----One: The purchase price of the Property is the lump sum of **SEVEN HUNDRED SIXTY THOUSAND DOLLARS ($760,000)** (hereinafter the "Purchase Price"). The Purchase Price is not subject or conditioned to an appraisal report or survey, and Seller shall have no obligation to adjust or reduce the Purchase Price as a result of any appraisal report(s) or survey(s) obtained by Buyer or anybody else. ----------

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RRC

6.a F.R.

-----Two: The Purchase Price has been paid as follows: ----------

----------A. The sum of THIRTY-EIGHT THOUSAND DOLLARS ($38,000) was paid by Buyer to Seller simultaneously with the execution of the Deed of Option, which amount is being applied in its entirety to the Purchase Price.----------

----------B. The sum of SEVEN HUNDRED TWENTY-TWO THOUSAND DOLLARS ($722,000) has been paid by Buyer to Seller simultaneously with the execution hereof, and Seller hereby acknowledges receipt thereof. ----------

-----Three: Buyer shall be entitled to the immediate possession of the Property, without any additional formality, document or request. ---------

-----Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of Seller and, thereafter, for the account of Buyer.----------

-----Five: Seller hereby delivers to Buyer fee simple title to the Property, vacant, and free and clear of all liens, encumbrances or defects. ----------

-----Six: Buyer specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) Seller hereby sells and Buyer hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from Seller or any of Seller's agents, employees, members, representatives, attorneys or brokers (each such party, a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by Seller to Buyer (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof, its facilities, soils, geology, and groundwater; (b) the

JORGE A. MORALES CORDERO ABOGADO NOTARIO

6.D.F.R.

dimensions, area, and size of the Property; (c) the development or income potential, or rights of or relating to the Property or the adequacy of the Property for any particular purpose, (d) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of Buyer or any other person to obtain any necessary governmental approvals, licenses, or permits for Buyer's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters regarding the operation of the Property. Buyer further acknowledges and agrees that Seller is under no duty to make any inquiry regarding any matter that may or may not be known to Seller or any Seller Affiliate. Upon execution of this public deed, Buyer shall assume the risk of adverse matters relating to adverse investigations, and Buyer, upon execution of this public deed, shall be deemed to have waived, relinquished and released Seller and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which Buyer might have asserted or alleged or may assert or allege in the future against Seller or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution of this deed. ----------

-----Seven: Seller represents and warrants to Buyer that, to the best of Seller's knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that, to the best of Seller's

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

knowledge, the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----Eight: The notarial fees, stamps on the original, stamps on the first certified copy, filing and recording rights of this Deed at the Registry will be paid by Buyer.----------

-----Nine: This Deed will be interpreted and governed in accordance with the laws of the Commonwealth of Puerto Rico. The appearing parties submit themselves to the exclusive jurisdiction of the Court of First Instance of the Commonwealth of Puerto Rico in the event of any litigation arising out of this Deed.----------

-----Ten: All notices to the parties pursuant to this Deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

----TO SELLER:----------

------TORRES ROSA CONSULTING ENGINEERS, PSC----------
------PO BOX 9023763 ----------
------San Juan, Puerto Rico 00902 ----------
------Attention: Pully A. Torres Ortíz and Rafael Rosa Castro ----------
------Electronic Mail: ptorres@trcepr.com----------

----TO BUYER:----------

------CABO ROJO LAND ACQUISITION LLC----------
------733 Third Avenue ----------
------New York, NY 10017----------
------Attention: Eileen Sawyer ----------
------Electronic Mail: roberto.ruiz@ccgc.com.do----------

-----Eleven: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

-----Twelve: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the remaining provisions of this Deed will continue in full force and effect.----------

-----Thirteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver such documents or instruments, public or private, which may be necessary and/or required to correct any omission or matter that may

JORGE A. MORALES CORDERO ABOGADO NOTARIO

RRC

G.D.F.R.

need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any correction deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of Buyer, except that each party shall bear the fees of their respective counsel.----------

---**THIRD:** The Notary advises Buyer as to the importance of filing the corresponding property tax exemption and/or change of ownership Application before the CRIM, and to obtain, prior to the execution of this deed, a certification indicating whether any sums related to property taxes are owed by Seller. Pursuant to applicable law, Buyer is responsible for filing at the CRIM the corresponding application for property tax exemption and /or change of ownership, within thirty (30) days from the date of execution hereof. Buyer hereby declares that it is fully aware of the aforementioned obligations and releases the undersigned Notary from this responsibility.----------

----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ---

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstract was prepared by Capital Title Services Inc., and dated August thirty-one (31), two thousand twenty-three (2023);----------

-----(c) that after the date of such title abstract and before the presentation

JORGE A. MORALES CORDERO ABOGADO NOTARIO

JRC

G.O.F.R.

for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry as of the date of the title abstract.----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification; ----------

-----(e) of the right of the Buyer to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.; ----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property; ----------

-----(h) of the importance of recording a copy of this deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this deed is not recorded at the Registry; ----------

-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property; ----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations;----------

-----(k) that the appearing parties have the right to read this public

JORGE A. MORALES CORDERO ABOGADO NOTARIO

6.D.F.R.

instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its contents. ----------

-----(l) of the need and consequences to the Seller of filing the *Planilla Informativas Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles* with the Puerto Rico Treasury Department; and ----------

-----(m) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et seq.*, is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Seller, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the seller and its agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed.----------

----------**READING, ACCEPTANCE AND EXECUTION** ---------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

6.2 F.R.

the appearing parties signed this Deed before me, and affixed their initials on each page thereof. ----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

G.D.F.R.

GOBIERNO DE PUERTO RICO
Departamento de Desarrollo Económico y Comercio
Oficina de Gerencia de Permisos

Project Manager, Specialist or Contractor Certification

In compliance with the dispositions of Act Number 161, approved on December 1st of 2009, I,

Jose A. Rivera Rios (NAME AND LAST NAMES), **HEREBY CERTIFY**: my participation in the project named

Esencia (PROJECT NAME), with Project Number 2024-579429 (PROJECT NUMBER), for which a

Construction (PERMIT TYPE) permit is requested, consists in the role of:

☐ The contractor who carried out the construction works of the said project.

☐ The authorized representative of the contractor who carried out the construction works of the said project and authorized me to sign this certification.

The project was executed in pursuance of the plans and specifications for which the Permit Management Office issued the permit with Case Number _____ (PERMIT NUMBER).

☒ The Specialist who prepared or designed the Civil (STRUCTURAL, MECHANICAL, ETC.) phase for the Construction (CONSTRUCTION, AMPLIACIÓN, ETC.) of the Project (BUILDING, PROJECT, ETC.).

☐ The Project Manager of the construction works and am licensed as a professional _____ (ENG., ARCH., ETC.) in Puerto Rico, with License Number _____ (LICENSE NUMBER).

I understand the consequences of submitting false information. I hereby certify that I have thoroughly read and reviewed the information submitted in the said permit request, which is true and correct to the best of my knowledge.

In Guaynabo (PUEBLO) Puerto Rico, today May (MONTH) 21 (DAY) of 2024 (YEAR).

SIGNATURE

15 Calle 2, Suite 435
POSTAL ADDRESS – LINE 1

28538
LICENSE NUMBER

787-782-5050
TELEPHONE NUMBER

Millennium Park Plaza, Guaynabo, P.R. 00968
POSTAL ADDRESS – LINE 2

JOSE A. RIVERA RIOS
INGENIERO LICENCIADO
LIC. #28538
PUERTO RICO

AAA - 1190

Autoridad de Acueductos y Alcantarillados
ESTADO LIBRE ASOCIADO DE PUERTO RICO

Autoridad de Acueductos y Alcantarillados Proyectos Públicos y Privados

SOLICITUD DE ENDOSO Y PERMISO PARA CONECTARSE Y USAR LOS SISTEMAS DE ACUEDUCTOS Y ALCANTARILLADOS DE LA AAA

A ser completado por un oficial de PPP:
Número de caso: AAA– R___-_____-____-_____
región año municipio secuencia
Fecha radicación: día___ mes____ año_____
Total unidades equivalentes _____
☐ **Entrado a SAP en: día___ mes____ año_____**

NOMBRE DEL PROYECTO	Esencia	**MUNICIPIO**	Cabo Rojo
DESCRIPCIÓN DEL PROYECTO	Desarrollo Turístico-Residencial en el Municipio de Cabo Rojo		

Antes de someter esta radicación debe haber radicado en CET, ARPE, JP y/o municipio, según corresponda. Indique el número.

Número de CET	Número de ARPE	Número Junta de Planificación	Otro número (indique agencia)

Categoría: ☐ Público ☒ Privado

¿Ha radicado este proyecto en la AAA? (___) Sí (_X_)No Indique número AAA-_____ *

Tipo o uso principal del proyecto

Residencial	**Comercial**	**Turismo**	**Industrial**	**Institucional**	**Recreativo**	**Otros**
___ Urbanización ___ Multifamiliar ___ Multipiso _X_ Mixto ___ Solares	_X_ Local Comercial _X_ Ofic. Profesional ___ Centro Comercial ___ Solares	___ Hotel ___ Cabañas, Villas _X_ Mixto ___ Otros	___ Solares Ind. ___ Almacén ___ Otros	_X_ Escuela ___ Centro _X_ Iglesia	_X_ Parques Pasivos _X_ Facilidad Deportiva	___ Cementerio ___Telecomunicaciones ___ Infraestructura ☒ Otros
Unidades:	Área construida o consumo estimado	Área construida o consumo estimado	Área construida o consumo estimado	Capacidad de personas	Capacidad de personas	Capacidad de personas 1,252,806 g/d

Proyecto de interés social: (___)No (_X_) Sí, Cantidad de unidades: _____ (Presentar original y copia de certificación Depto. Vivienda)

Tipo de endoso requerido (marque las que solicita)
☒ Acueducto ☐ Alcantarillado ☐ Otro : _____ ☐ Ninguno

Coordenadas Lambert: ☐ NAD27 ☒ NAD83
X 117622.8503 Y 217764.7031

Dueño del proyecto

Nombre y apellidos del dueño del proyecto: Cabo Rojo Land Aquisition LLC		Núm. Seg. Soc. o Patronal 66-0920011
Teléfonos (787) 723-8756	Fax	Correo electrónico gladys.fontanez@mbcdlaw.com

Apartado o número y calle	Urbanización, sector, etc.	Municipio	Código Postal (+4)
361 San Francisco Street, Suite 4		San Juan, PR,	00901

Dueño es:
___ Individuo ___ Sociedad ___ Corporación sin fines de lucro ___ Corp. con fines pecuniarios
___ Corporación Pública ___ Agencia gobierno ___ Municipio _X_ Otros (cooperativa, etc.)

Localización del Proyecto

Calle-Núm. / Carretera-Km.		Punto de referencia: calle, avenida, facilidad, escuela, etc.	
Carr. 103, Km 10.05			
Barrio Barrio Boquerón	Sector/Urbanización/Barriada/Comunidad/Parcelas Cabo Rojo, PR	Código Postal (+4)	Número de Catastro 403-000-002-02

Proponente

Nombre y apellidos del proponente:	Núm. Seg. Soc. o Patronal
Gladys Fontanez	66-0920011

Dirección postal (donde habrá de enviarse toda comunicación escrita)

Apartado o número y calle	Urbanización, sector, etc.	Municipio	Código Postal (+4)
361 San Francisco Street, Suite 4		San Juan, PR,	00901

Persona Contacto (deberá estar autorizado por el dueño mediante carta)

Nombre y apellidos	Teléfono (s)	Fax	Correo electrónico
Ricardo Alvarez-Diaz	(787) 754-1381		permits@aldivi.com

*** Declaro que esta solicitud ha sido examinada, completada por mi y a mi mejor juicio y creencia es cierta, correcta y completa.**

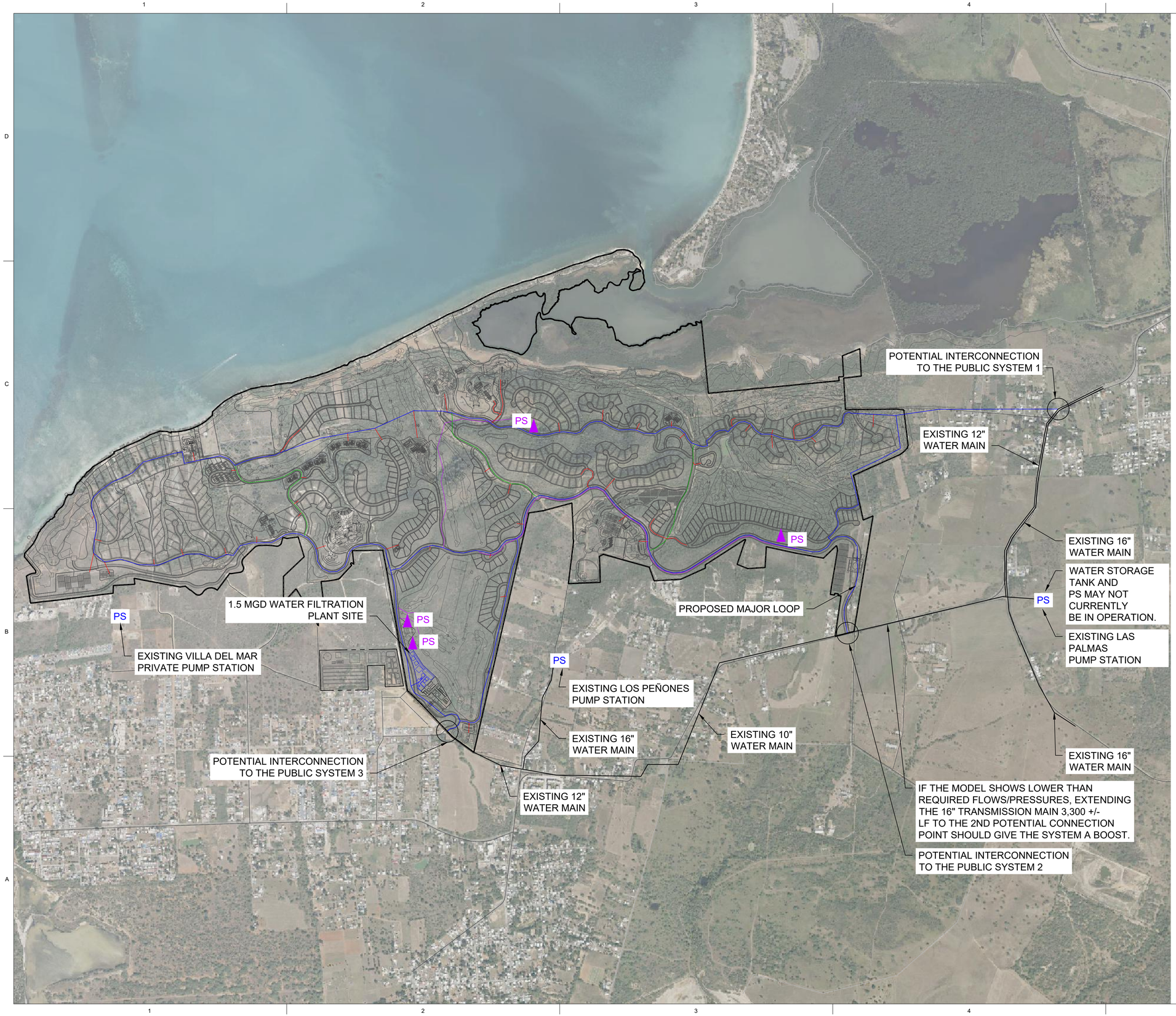
Firma del proponente o representante

JOSÉ A. RIVERA RIOS INGENIERO LICENCIADO LIC. #28538 PUERTO RICO

21/mayo/24
fecha

Instrucciones al dorso →


Boqueron
Bay
Balneario Publico
de Boqueron
Refugio De Vida
Silvestre de Boqueron
Caño
Boqueron
Los Pozos
Beach
El Combate
Corozo
Refugio Nacional
De Vida Silvestre de Cabo Rojo



NORTH

0 20 40 60

GRAPHIC SCALE 1:1000

LEGEND:

- ASSUMED WELLS LOCATION
- PS / PS PUMP STATION
- PROPOSED WATER MAJOR LOOP
- PROPOSED WATER MINOR LOOP
- PROPOSED WATER DISTRIBUTION MAIN LOOPS
- PUMP STATIONS LINE
- PROPERTY BOUNDARY

ALVAREZ-DIAZ & VILLALÓN
ARCHITECTURE | INTERIOR DESIGN
Puerto Rico Convention Center District
The Hub 200 Convention Boulevard Suite 201
San Juan, PR 00907
P (787) 754-1381
alvarezdiazvillalon.com
info@advfirm.com

CONSULTANT

Kimley»Horn
Puerto Rico, LLC.
MILLENIUM PARK PLAZA, SUITE 435, 15 CALLE 2
GUAYNABO, PUERTO RICO, 00968
PHONE: 787-782-5050
WWW.KIMLEY-HORN.COM

OWNER

SEAL

PROJECT INFORMATION

PR3750000
ESENCIA

CABO ROJO
PUERTO RICO

5/22/2024

REVISIONS

NO.	DESCRIPTION	DATE

DATE ISSUED:	02/2024
REVIEWED BY:	JR
DRAWN BY:	JL
DESIGNED BY:	JR
PROJECT NUMBER:	PR3750000

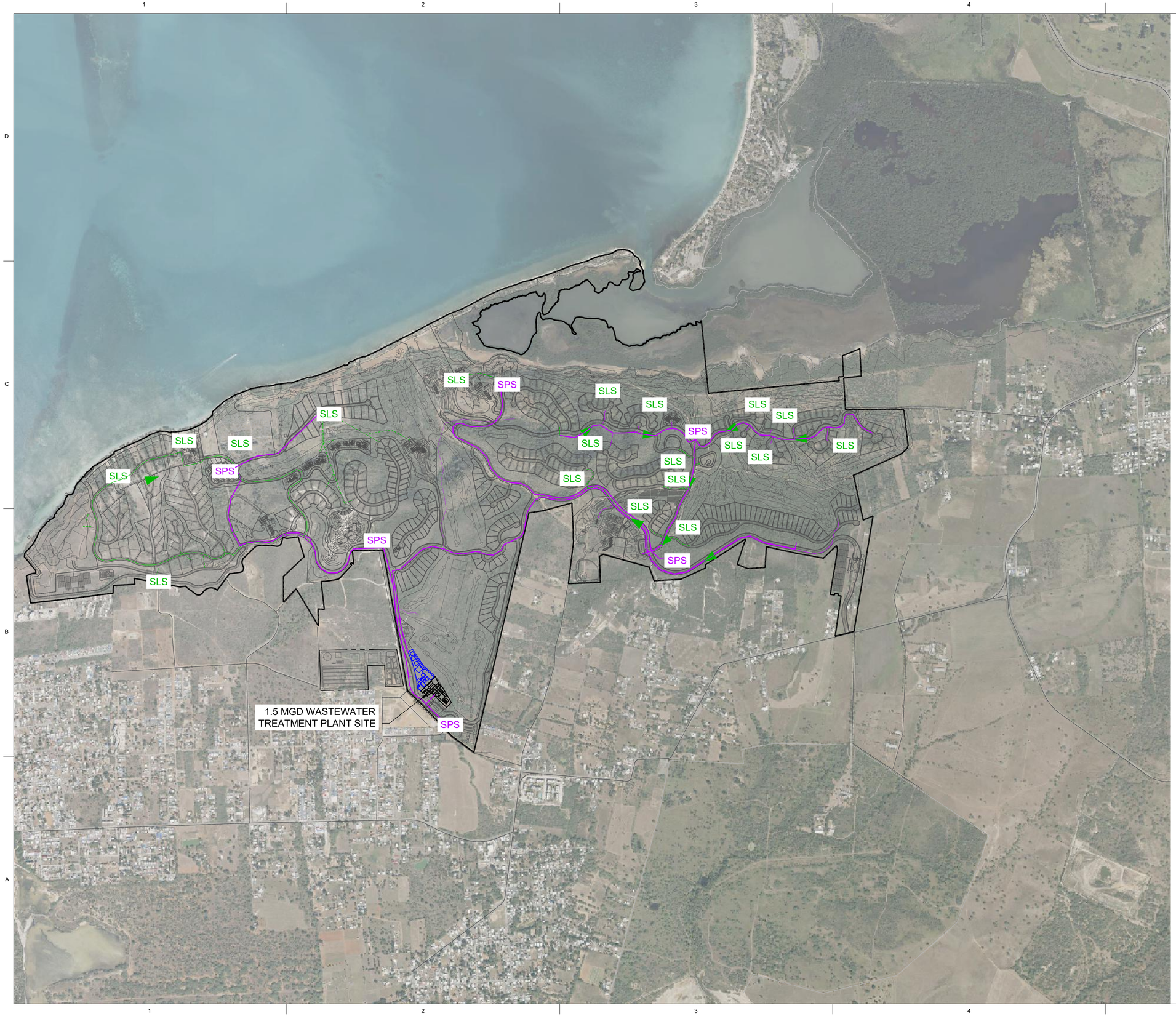
SHEET TITLE

CONCEPTUAL WATER PLAN

SHEET ID

EX-1

SCHEMATIC DESIGN



NORTH

0 20 40 60

GRAPHIC SCALE 1:1000

LEGEND:

- DIRECTION OF FLOW
- SPS — SEWER PUMP STATION
- SLS — SEWER LIFT STATION
- SEWER FORCE MAIN
- GRAVITY SEWER MAIN
- MINOR FORCE MAIN
- PROPERTY BOUNDARY

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GUAYNABO, PUERTO RICO, 00968
PHONE: 787-782-5050
WWW.KIMLEY-HORN.COM

OWNER

SEAL

PROJECT INFORMATION

PR3750000
ESENCIA

CABO ROJO
PUERTO RICO

5/22/2024

REVISIONS

NO.	DESCRIPTION	DATE

DATE ISSUED:	02/2024
REVIEWED BY:	JR
DRAWN BY:	JL
DESIGNED BY:	JR
PROJECT NUMBER:	PR3750000

SHEET TITLE

CONCEPTUAL SEWER PLAN

SHEET ID

EX-2

SCHEMATIC DESIGN

Nombre del Proyecto	Esencia
Fecha	05.23.2024
Re:	Memorial Explicativo | SRI ACT

INFORMACIÓN GENERAL DEL PROYECTO	
Descripción Del Solar	*Cabo Rojo Land Acquisition LLC adquirió el título y/u opciones de adquirir título de múltiples parcelas de terreno localizadas en la Carr. Estatal PR-301, Km 10.05 del Barrio Boquerón en el Municipio de Cabo Rojo, Puerto Rico. Los predios tienen una cabida superficial total de aproximadamente 6,088,514 metros cuadrados, equivalentes a 1,549 cuerdas (en adelante referidos como la "Propiedad" o "los terrenos"). Los terrenos tienen acceso a través de la Carretera Estatal PR-301, Km 10.05 del Municipio de Cabo Rojo.*

DUEÑO Y PROPONENTE	
Nombre:	Cabo Rojo Land Aquisition LLC
Representante Autorizado:	Gladys Fontanez
Dirección:	361 San Francisco Street, Suite 4, San Juan, PR, 00901
Teléfono:	(787) 723-8756
DESARROLLADOR	
Nombre:	Three Rules Capital
Representante Autorizado:	Roberto Ruiz
Dirección:	250 Avenida Muñoz Rivera , Suite 440, San Juan, PR 00928
Teléfono:	(787) 367-5708
PROYECTISTA	
Nombre:	Alvarez-Diaz & Villalon® (ADVision, PSC)
Representante Autorizado:	Arq. Ricardo Alvarez-Diaz
Dirección:	PO Box 16318, San Juan PR 00908-6318
Teléfono:	(787) 754-1381
Email:	permits@aldivi.com

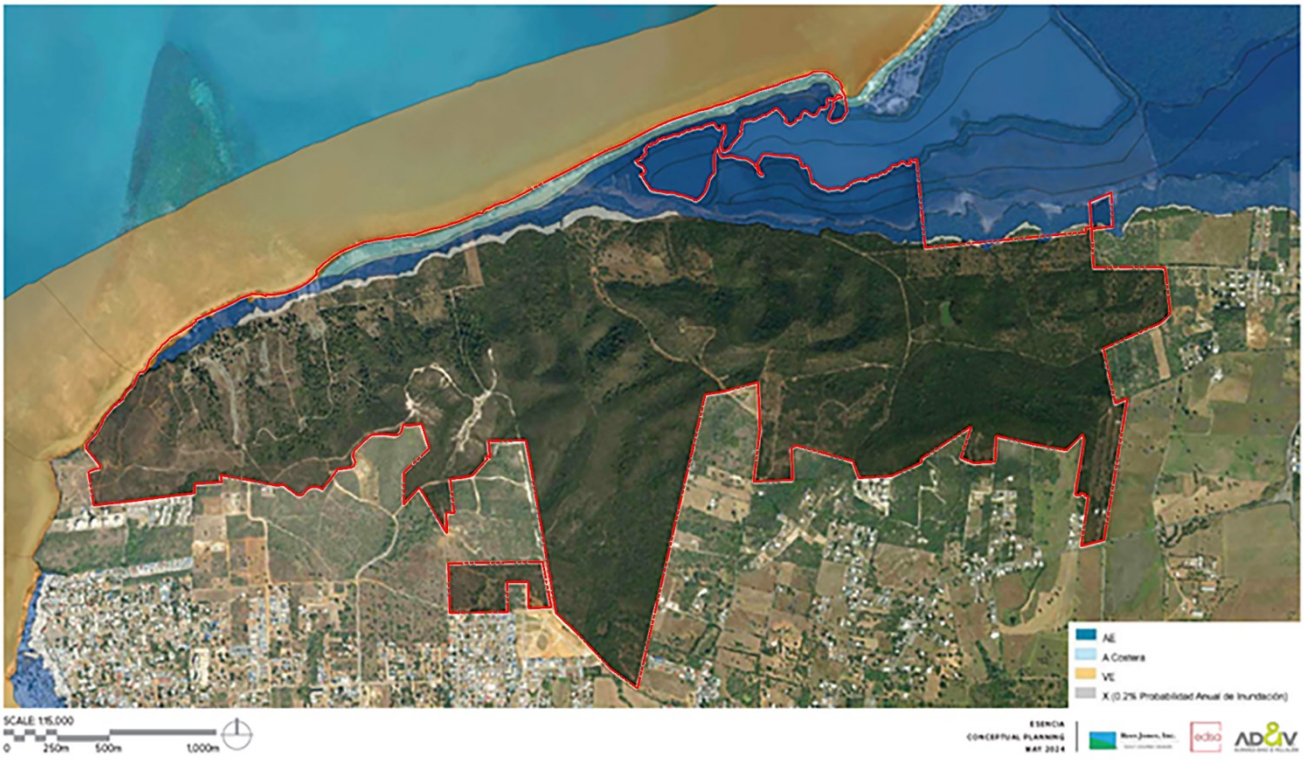
PROPIEDADES & TITULARIDAD

Se incluye como Anejo #1 un listado de las parcelas que componen el proyecto propuesto, que incluye: cabidas, coordenadas, números de catastro, calificaciones, clasificaciones, zona de inundabilidad y datos registrales.

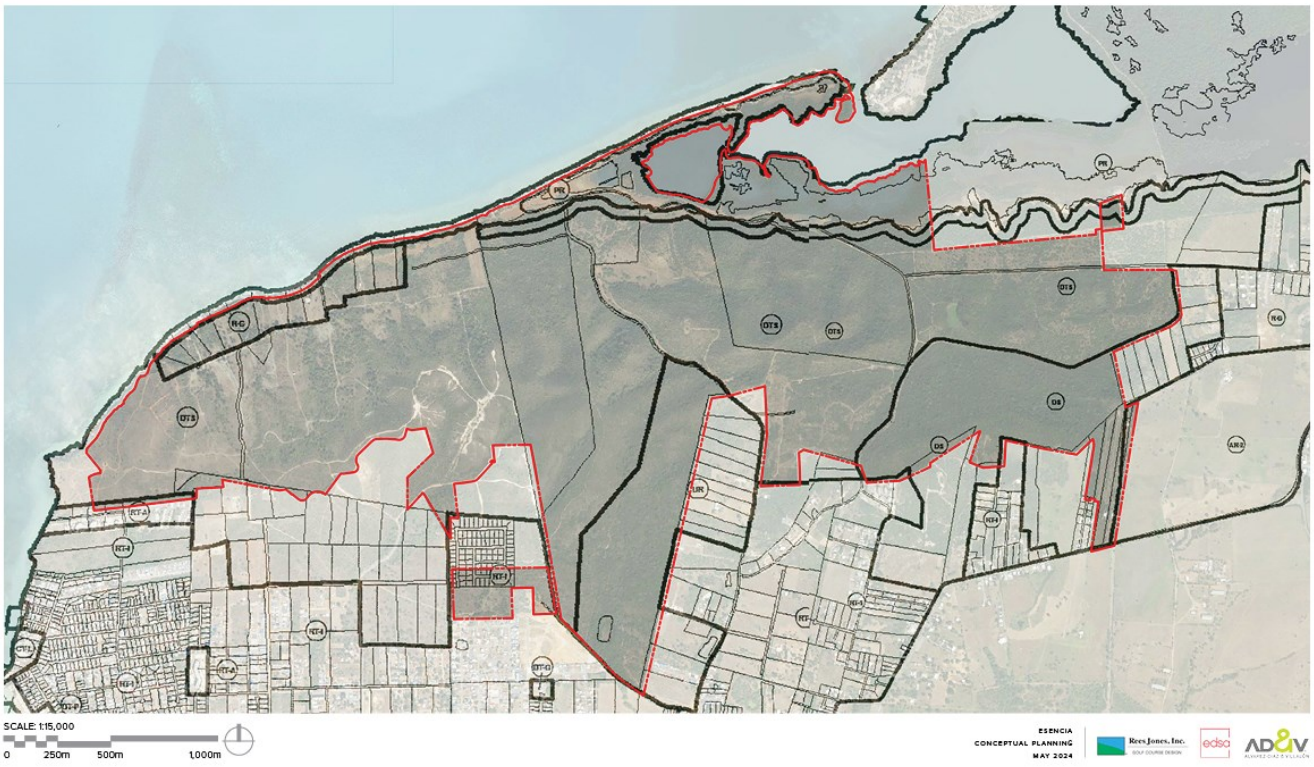
LOCALIZACION DEL PROYECTO, Figura 1



MAPA DE INUNDABILIDAD, Figura 2



MAPA ZONA DE INTERES TURISTICO CABO ROJO, Figura 3



DESCRIPCIÓN GENERAL DEL PROYECTO PROPUESTO

Cabo Rojo Land Acquisition, LLC (en adelante el "Proponente") propone un desarrollo turístico-residencial en el Municipio de Cabo Rojo (en adelante "Esencia" o el "Proyecto") que está compuesto por 81 parcelas con una cabida total de 1,549 cuerdas (6,088,514 metros cuadrados) (Ver Figura 1). La topografía de los terrenos muestra cambios en elevación desde un mínimo de 1 metro hasta un máximo de 107 metros sobre el nivel del mar y, en su mayoría, quedan fuera del nivel de inundabilidad establecido por los mapas ABFE del 2018 (Ver Figura 2). Los terrenos objeto de desarrollo están calificados como DTS, R-G, DS y UR; clasificados como SUNP, SRC, SREP; y figuran dentro de la Zona Especial Sobrepuesta de Interés Turístico de Cabo Rojo (Ver Figura 3).

La Propiedad colinda por el Norte con el Mar Caribe y el Caño Boquerón, y por el Sur, Este y Oeste con desarrollos residenciales unifamiliares y multifamiliares, áreas no desarrolladas y la Carretera Estatal PR-301. El Proyecto contará con tres puntos de acceso, siendo los dos principales a través de la Carretera Estatal PR-301 y uno secundario a través del Camino Monte Carlo.

En el contexto inmediato del Proyecto existen numerosas áreas de interés turístico, que incluyen: el Balneario Público de Boquerón; el Poblado de Boquerón; el Club Náutico de Boquerón; variedad de comercios; restaurantes; hoteles; paradores; y propiedades residenciales utilizadas como alojamientos a corto plazo; entre otras. El Proyecto además se ubica cercano a áreas de atractivos naturales como lo son: el Refugio de Vida Silvestre de Boquerón; la Playa El Combate; y otros puntos de interés que sirven al público turístico que frecuenta el área.

En la actualidad, la mayoría de los terrenos no están desarrollados, con algunos usos no consolidados tales como: glamping; área para vehículos recreativos (RV Park); y estructuras abandonadas que fueron utilizadas previamente como

residencias unifamiliares. De igual manera, los terrenos no desarrollados son utilizados por grupos y organizaciones externas para hacer carreras de ciclismo de montaña, carreras de vehículos todoterreno y senderismo.

Es importante señalar que como parte del Proyecto se contemplan varias parcelas que al presente no pertenecen a Cabo Rojo Land Acquisition, LLC, pero que se vislumbran si lo sean en el futuro, ello sujeto a las negociaciones con varios de sus actuales propietarios. De no adquirirse dichas parcelas ello no impediría el desarrollo del Proyecto según representado en el plano conceptual presentado en el Anejo 2, en el que se identifican estas parcelas, mostrándolas en su estado actual y garantizando sus accesos a través de las vías propuestas.

No obstante, y debido a que dichas parcelas podrían formar del Proyecto, se incluye como Anejo 3 un plano conceptual en el que se incluyen todas estas parcelas como parte del desarrollo propuesto y que fueron evaluadas por el equipo técnico contratado por Cabo Rojo Land Acquisition, LLC. Por lo tanto, esta solicitud basa su programa y sus análisis de demanda a base de la versión más abarcadora del Proyecto según representado en el Anejo 3, esto para asegurar que las recomendaciones aquí solicitadas evalúen el impacto de la totalidad de la acción propuesta.

Cónsono con lo anterior, el plano conceptual del Proyecto (Anejo 3) propone usos hoteleros, de recreación y turístico-residenciales, siendo cónsonos con los usos existentes en el sector. Específicamente, se propone el desarrollo de: 530 unidades de hotel; 1,132 residencias turísticas unifamiliares y multifamiliares; una escuela con 500 unidades de vivienda para estudiantes; áreas recreativas; campos de golf; áreas de servicio médico; áreas comerciales y de entretenimiento; áreas de agricultura; y áreas de servicio e infraestructura. El Proyecto incluye además cuatro accesos públicos vehiculares a la playa con instalaciones sanitarias, apoyo para actividades públicas recreativas como el senderismo, observación de aves y ciclismo de montaña, y dos centros de actividades (*Towncenters*), donde se proveerá espacio para comercios y servicios, estableciendo ofertas gastronómicas, recreativas, culturales, religiosas y otros servicios esenciales para la comunidad en general.

El concepto de desarrollo y planificación de Esencia se basa en 5 principios fundamentales de protección y mejora de los recursos naturales, entre ellos: la protección de la zona costera para promover resiliencia; la protección de corredores de drenaje natural; la preservación de áreas con pendientes mayores de 30%; la protección de zonas de mangle; y la protección y mejora de áreas de humedales; entre otras.

Por último, Esencia se presenta como un desarrollo de baja densidad, ya que ocupará menos del 25% del total de los terrenos, de los cuales un 15% será ocupado por huellas de edificios y 10% por calles de acceso y otros componentes de infraestructura. El restante 75% de los terrenos objeto de desarrollo se propone como áreas verdes, incluyendo amplias áreas de paisajismo, dos campos de golf y áreas a designarse como zonas de conservación.

El Proyecto se dividirá en 19 componentes a desarrollarse en fases, según descritos a continuación:

COMPONENTE 1	
Cabida Propuesta:	200.34 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	50 habitaciones de hotel 90 residencias turísticas entre 4 a 8 habitaciones
Unidades Básicas de Vivienda Estimadas:	20 UBV : Habitaciones de Hotel 132 UBV: Residencias Turísticas
Área Neta Estimada Comercial:	10,000 pies cuadrados

Área Neta Estimada de Restaurantes:	7,800 pies cuadrados

COMPONENTE 2	
Cabida Propuesta:	128.18 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	110 habitaciones de hotel 224 residencias turísticas entre 2 a 8 habitaciones
Unidades Básicas de Vivienda Estimadas:	44 UBV : Habitaciones de Hotel 257.6 UBV: Residencias Turísticas
Área Neta Estimada Comercial:	25,000 pies cuadrados
Área Neta Estimada de Restaurantes:	16,000 pies cuadrados

COMPONENTE 3	
Cabida Propuesta:	184.77 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	120 habitaciones de hotel 186 residencias turísticas entre 2 a 8 habitaciones
Unidades Básicas de Vivienda Estimadas:	48 UBV : Habitaciones de Hotel 254 UBV: Residencias Turísticas
Área Neta Estimada Comercial:	25,000 pies cuadrados
Área Neta Estimada de Restaurantes:	6,614 pies cuadrados

COMPONENTE 4	
Cabida Propuesta:	11.27 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	20 habitaciones de hotel 10 residencias turísticas de un máximo de 5 habitaciones
Unidades Básicas de Vivienda Estimadas:	8 UBV : Habitaciones de Hotel 14 UBV: Residencias Turísticas
Área Neta Estimada Comercial:	2,000 pies cuadrados
Área Neta Estimada de Restaurantes:	7,200 pies cuadrados

COMPONENTE 5	
Cabida Propuesta:	435.97 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	200 habitaciones de hotel 292 residencias turísticas entre 2 a 8 habitaciones
Unidades Básicas de Vivienda Estimadas:	80 UBV : Habitaciones de Hotel 429 UBV: Residencias Turísticas

Área Neta Estimada Comercial:	35,000 pies cuadrados
Área Neta Estimada de Restaurantes:	30,500 pies cuadrados

COMPONENTE 6	
Cabida Propuesta:	38.33 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	30 habitaciones de hotel 16 residencias turísticas de un máximo de 5 habitaciones
Unidades Básicas de Vivienda Estimadas:	12 UBV : Habitaciones de Hotel 22.4 UBV: Residencias Turísticas
Área Neta Estimada de Restaurantes	4,500 pies cuadrados

COMPONENTE 7 | WEST TOWNCENTER	
Cabida Propuesta:	13.13 cuerdas
Usos Propuestos:	Comercial + Cultural + Entretenimiento + Residencial + Oficinas + Medico + Institucional
Unidades Propuestas:	80 apartamentos entre 1 a 4 habitaciones
Unidades Básicas de Vivienda Estimadas:	70 UBV
Área Neta Estimada Comercial & Usos Relacionados:	140,000 pies cuadrados
Área Neta Estimada de Restaurantes:	28,600 pies cuadrados
Área Neta Estimada de Oficinas:	45,000 pies cuadrados

COMPONENTE 8 | GOLF A	
Cabida Propuesta:	218.8 cuerdas
Usos Propuestos:	Recreativo (Campo de Golf) + Casa Club + Residencias Turísticas
Unidades Propuestas:	16 residencias turísticas de un máximo de 4 habitaciones
Unidades Básicas de Vivienda Estimadas:	19.2 UBV
Área Neta Estimada Comercial:	25,000 pies cuadrados
Área Neta Estimada de Restaurantes:	8,000 pies cuadrados

COMPONENTE 9 | GOLF B	
Cabida Propuesta:	169.5 cuerdas
Usos Propuestos:	Recreativo (Campo de Golf) + Casa Club
Área Neta Estimada Comercial:	30,000 pies cuadrados

Área Neta Estimada de Restaurantes:	10,000 pies cuadrados

COMPONENTE 10 | CLUB DEPORTIVO	
Cabida Propuesta:	28.84 cuerdas
Usos Propuestos:	Recreativo (Club Deportivo) + Comercial
Área Neta Estimada Comercial:	8,000 pies cuadrados
Área Neta Estimada de Restaurante:	5,200 pies cuadrados

COMPONENTE 11 | ESCUELA	
Cabida Propuesta:	8.13 cuerdas
Usos Propuestos:	Educativo
Unidades Propuestas:	500 dormitorios
Unidades Básicas de Vivienda Estimadas:	200 UBV

COMPONENTE 12 | CLUB DE PLAYA	
Cabida Propuesta:	10.41 cuerdas
Usos Propuestos:	Recreativo (Club de Playa) + Residencias Turísticas
Unidades Propuestas:	6 residencias turísticas entre 2 y 4 habitaciones
Unidades Básicas de Vivienda Estimadas:	6 UBV
Área Neta Estimada Comercial:	12,000 pies cuadrados
Área Neta Estimada de Restaurantes:	13,000 pies cuadrados

COMPONENTE 13 | COMUNIDAD DE ARTISTAS	
Cabida Propuesta:	28.11 cuerdas
Usos Propuestos:	Residencias Turísticas + Comercial
Unidades Propuestas:	16 residencias turísticas de 1 habitación
Unidades Básicas de Vivienda Estimadas:	9.6 UBV
Área Neta Estimada Comercial:	10,000 pies cuadrados

COMPONENTE 14 | EAST TOWNCENTER	
Cabida Propuesta:	6.72 cuerdas
Usos Propuestos:	Comercial + Entretenimiento + Residencial + Oficinas
Unidades Propuestas:	52 apartamentos entre 2 a 4 habitaciones
Unidades Básicas de Vivienda Estimadas:	49.6 UBV
Área Neta Estimada Comercial:	16,500 pies cuadrados

Área Neta Estimada de Restaurantes:	19,000 pies cuadrados
Área Neta Estimada de Oficina:	15,000 pies cuadrados

COMPONENTE 15 | CENTRO DE TRAUMA	
Cabida Propuesta:	8.39 cuerdas
Usos Propuestos:	Médico
Área Neta Estimada Servicios Médicos:	28,000 pies cuadrados

COMPONENTE 16 | INFRAESTRUCTURA	
Cabida Propuesta:	43.29 cuerdas
Usos Propuestos:	Infraestructura & Servicios

COMPONENTE 17 | RESIDENCIAS PARA EMPLEADOS	
Cabida Propuesta:	4.85 cuerdas
Usos Propuestos:	Residencial
Unidades Propuestas:	144 apartamentos de 2 habitaciones
Unidades Básicas de Vivienda Estimadas:	115 UBV

COMPONENTE 18 | VIAS PRINCIPALES & ACCESOS	
Cabida Propuesta:	97.96 cuerdas
Usos Propuestos:	Vías & Accesos

COMPONENTE 19 | AREAS DE CONSERVACION	
Cabida Propuesta:	407.38 cuerdas
Usos Propuestos:	Conservación

El Proyecto se propone desarrollar mediante seis fases, con fechas estimadas de finalización de construcción según descritas a continuación:

FECHA ESTIMADA DE FINALIZACION DE CONSTRUCCION	COMPONENTE	USOS PROPUESTOS
2027	Componente 2	Hotel + Residencias Turísticas
	Componente 8	Campo de Golf A
	Componente 10	Club de Deportes
	Componente 11	Escuela
	Componente 12	Club de Playa
	Componente 15	Centro de Trauma
	Componente 16	Infraestructura
	Componente 17	Residencias para Empleados
	Componente 18	Vías Principales & Accesos

2028	Componente 1	Hotel + Residencias Turísticas
	Componente 3	Hotel + Residencias Turísticas
	Componente 14	*East Towncenter*
	Componente 6	Hotel + Residencias Turísticas
2029	Componente 4	Hotel + Residencias Turísticas
	Componente 7	*West Towncenter*
	Componente 13	Comunidad de Artistas
2030	Componente 5	Hotel + Residencias Turísticas
	Componente 9	Campo de Golf B
-	Componente 19	Áreas de Conservación

INFRAESTRUCTURA

El Proyecto propone la construcción de facilidades centralizadas privadas de infraestructura y utilidades como fuentes primarias para satisfacer las demandas del Proyecto, incluyendo y no limitado a lo siguiente: pavimentación de caminos existentes; creación de vías nuevas; puntos de acceso públicos y privados; sistema de recolección, tratamiento y disposición de aguas usadas; sistema solar de generación y distribución de electricidad; sistema de tratamiento y distribución de agua potable; y facilidades de distribución de telecomunicaciones. No obstante, el Proyecto propone conexión a las facilidades existentes en el sector a ser utilizadas como fuentes secundarias, de acuerdo con las recomendaciones de las agencias envueltas. Por tanto, las facilidades por proveerse para el Proyecto estarán sujetas a las condiciones y/o recomendaciones hechas por las diferentes agencias estatales y federales concernidas.

TRAMITE SOLICITADO

- ACT-Autoridad de Carreteras y Transportación

  Se solicita de esta agencia aquellas recomendaciones correspondientes a los 19 componentes del plano conceptual presentado que permitan desarrollar el diseño del Proyecto para obtener eventualmente su aprobación.

  El Proyecto contará con tres puntos de accesos; dos de ellos se considerarán como acceso principal y el tercero como un acceso secundario. El primer acceso principal de este proyecto se encontrará ubicado en la Carretera Estatal PR-301, específicamente en las coordenadas: X: 122304.9639, Y: 217404.5251. En este acceso se propone un ensanché de la Carretera Estatal PR-301 para acomodar carriles exclusivos de virajes y para acomodar el tráfico que entrará y saldrá del Proyecto. El segundo acceso principal que se propone se conectará en la intersección entre la Carretera Estatal PR-301 y el Camino Los Velez, específicamente en las coordenadas X: 119987.6995 y Y: 216847.1635. Este acceso se proveerá por medio de una carretera de dos carriles (uno en cada dirección).

  El acceso secundario se conectará al Camino Monte Carlo específicamente en las coordenadas X: 122361.2974, Y: 218695.1287. Este acceso se proveerá por medio de una carretera de dos carriles (uno en cada dirección).

Se estima que serán necesarias mejoras a la intersección entre Camino los Vélez y la Carretera Estatal PR-301. En estas mejoras se propone una rotonda en la intersección que conecta ambas carreteras. En adición, también se propone unas mejoras a la intersección entre la Carretera Estatal PR-301 y la Carretera 3301. En esta intersección se propone el ensanche de los carriles para acomodar carriles exclusivos de viraje. Se incluye como Anejo 4 un plano conceptual detallando preliminarmente estas mejoras.

REGLAMENTOS APLICABLES

- Reglamento Conjunto Para la Evaluación y Expedición de Permisos Relacionados al Desarrollo, Uso de Terrenos y Operación de Negocios (2023)
- Reglamento de Sobre Áreas Especiales de Peligro a Inundación (Reglamento de Planificación Núm. 13) y National Flood Insurance Program (NFIP)
- International Building Code 2018
- International Fire Code 2018
- Puerto Rico Building Code 2018
- American with Disabilities Act
- American Society of Civil Engineer ASCE 24 & 7
- Puerto Rico Law 218-2008 Control and Prevention of the Lighting Pollution of Puerto Rico
- PR EQB 2014: Regulation to Control and Prevent Light Contamination

ANEJOS

- ANEJO 1: Tabla de Análisis de Propiedades
- ANEJO 2: Presentación de Proyecto Esquemático
- ANEJO 3: Presentación de Proyecto Esquemático
- ANEJO 4: Plano de Sitio Identificando la localización preliminar de las facilidades propuestas

ANEJO 1:
Tabla de Análisis de Propiedades

San Juan | The Hub - 200 Convention Blvd., Suite 201, San Juan, PR 00907 | 787.754.1381
New York | 641 Lexington Ave., 13th FL, Suite 1326, New York, NY 10022 | 212.271.5280
Miami | 1221 Brickell Ave., Suite 900, Miami, FL 33131 | 305.995.8299
info@advfirm.com | alvarezdiazvillalon.com

PROPIEDADES									
			CABIDA		COORDENADAS				
#	# CATASTRO	DATOS REGISTRALES # FINCA	METROS CUADRADOS	CUERDAS	COORDENADAS LAMBERT	NAD83	ZONA DE INUNDABILIDAD	CLASIFICACION	CALIFICACION
A-2	403-000-002-02-000	32,623	3074799.736	782.3918	Lat: 17.99743354, Lon: -67.19165510	x: 119688.6748, y: 218328.6761	VE/AE/A	SRC/SREP-E	DTS/CR/PR/ARD
105	379-089-327-75-000	18,839	19364.5933	4.9269	Lat: 18.00143842, Lon: -67.19461846	x: 119376.6813, y: 218773.2374	VE/AE/A	SREP-E	DTS/PR
106	379-089-327-76-000	18,840	22018.333	5.6000	Lat: 18.00129685, Lon: -67.19522847	x: 119312.0137, y: 218757.8370	VE/AE/A	SREP-E	DTS/PR
107	379-089-327-77-000	18,841	18,788.01	4.7802	Lat: 18.00114700, Lon: -67.19582078	x: 119249.2168, y: 218741.5125	VE/AE/A	SREP-E	DTS/PR
108	379-089-327-78-000	18,842	19213.4915	4.8884	Lat: 18.00102875, Lon: -67.19642370	x: 119185.3105, y: 218728.6911	VE/AE/A	SREP-E	DTS/PR
21	379-000-010-05-000	18,782	39286.311	9.9955	Lat: 18.00090126, Lon: -67.19741916	x: 119079.8291, y: 218715.0198	VE/AE/A	SREP-E	DTS/PR/R-G
20	379-000-010-04-000	18,781	26940.6211	6.8544	Lat: 18.00089464, Lon: -67.19862354	x: 118952.2776, y: 218714.8200	VE/AE/A	SREP-E	R-G/PR
19	379-000-010-03-000	18,830	20284.0211	5.1608	Lat: 18.00068522, Lon: -67.19951128	x: 118858.1662, y: 218692.0348	VE/AE/A	SREP-E	R-G/PR
181	379-000-009-05-000	18,816	36733.6034	9.3460	Lat: 18.00021912, Lon: -67.20061663	x: 118740.8886, y: 218640.9370	VE/AE/A	SREP-E	R-G/PR
1	379-000-009-03-000	18,818	20069.125	5.1049	Lat: 17.99804953, Lon: -67.20223772	x: 118568.3490, y: 218401.8318	VE/AE	SREP-E	R-G/DTS/PR
79	379-000-009-02-001	18,808	19659.2923	5.0019	Lat: 17.99888395, Lon: -67.20310188	x: 118568.3490, y: 218401.8318	VE/AE	SREP-E	R-G/DTS/PR
78	379-000-009-02-000	18,807	19772.2027	5.0306	Lat: 17.999073, Lon: -67.204503	x: 118477.2185, y: 218494.5697	VE/AE	SREP-E	R-G/DTS/PR
77	379-000-009-01-000	18,806	21123.5259	5.3744	Lat: 17.99882095, Lon: -67.20393835	x: 118388.6025, y: 218487.9695	VE/AE	SREP-E	R-G/PR
76	402-000-004-67-000	18,805	12385.5425	3.1512	Lat: 17.99861968, Lon: -67.20477501	x: 118299.7532, y: 218465.7618	VE/AE	SREP-E	R-G/PR
3	402-007-327-03-000	31,178	3753.9717	0.9551	Lat: 17.99807794, Lon: -67.20626622	x: 118141.5736, y: 218406.4678	VE/AE	SREP-E	R-G/PR
2	402-007-327-02-000	31,178	4509.3138	1.1473	Lat: 17.99796891, Lon: -67.20653676	x: 118112.8707, y: 218394.5216	VE/AE	SREP-E	R-G/PR
5	402-007-327-05-000	31,178	3905.4349	0.9936	Lat: 17.99710964, Lon: -67.20640198	x: 118126.7433, y: 218299.3580	1% ACF	SREP-E	R-G
4	402-007-327-04-000	31,178	3959.5333	1.0074	Lat: 17.99727382, Lon: -67.20599778	x: 118169.6273, y: 218317.3487	1% ACF	SREP-E	R-G
1	402-007-327-01-000	29,700	3840.336	0.9771	Lat: 17.99782854, Lon: -67.20680313	x: 118084.5957, y: 218379.1047	VE/AE	SREP-E	R-G/PR
42	402-000-004-64-000	18,700	19926.7077	5.0699	Lat: 17.99721353, Lon: -67.20731818	x: 118029.7610, y: 218311.2655	VE/AE	SREP-E	R-G/PR
72	402-007-327-90-000	18,718	20122.6755	5.1198	Lat: 17.99638496, Lon: -67.20798977	x: 117958.2478, y: 218219.8611	VE/AE	SREP-E	R-G/DTS/PR
70	402-007-327-15-000	18,716	19714.7056	5.0160	Lat: 17.99520022, Lon: -67.20951352	x: 117796.3169, y: 218089.4177	VE	SREP-E	DTS
69	402-017-327-16-000	18,715	19691.5244	5.0101	Lat: 17.99387986, Lon: -67.21033837	x: 117708.3392, y: 217943.6512	VE	SRC	DTS
81	402-017-327-17-000	18,721	19744.2876	5.0235	Lat: 17.99294528, Lon: -67.21090108	x: 117648.3047, y: 217840.4649	VE	SRC	DTS
68	402-017-327-06-000	18,714	20708.2307	5.2687	Lat: 17.99377528, Lon: -67.20907296	x: 117842.3072, y: 217931.5082	X	SREP-E	DTS
84	402-017-327-07-000	18,724	19694.6833	5.0109	Lat: 17.99280389, Lon: -67.20867881	x: 117883.5955, y: 217823.8185	X	SREP-E	DTS
73	402-007-327-13-000	18,719	20232.7025	5.1478	Lat: 17.99488068, Lon: -67.20754409	x: 118004.7442, y: 218053.1680	X	SREP-E	DTS

PROPIEDADES									
			CABIDA		COORDENADAS				
#	# CATASTRO	DATOS REGISTRALES # FINCA	METROS CUADRADOS	CUERDAS	COORDENADAS LAMBERT	NAD83	ZONA DE INUNDABILIDAD	CLASIFICACION	CALIFICACION
37	402-007-327-12-000	18,789	20470.741	5.2080	Lat: 17.99545079, Lon: -67.20653969	x: 118111.3839, y: 218115.8181	X	SREP-E	DTS
32	402-008-327-25-000	18,695	22149.1051	5.6353	Lat: 17.99662880, Lon: -67.20383430	x: 118398.6013, y: 218245.2970	X	SREP-E	DTS
57	402-008-327-27-000	18,710	20139.3584	5.1240	Lat: 17.99739764, Lon: -67.20134532	x: 118662.5565, y: 218329.2849	X	SREP-E	DTS
56	402-008-327-28-000	18,709	22626.4242	5.7568	Lat: 17.99773582, Lon: -67.20043922	x: 118758.6747, y: 218366.3119	X	SREP-E	DTS
55	402-009-327-29-000	18,708	23535.7454	5.9881	Lat: 17.99787271, Lon: -67.19955909	x: 118851.9482, y: 218381.0729	X	SREP-E	DTS
52	379-099-327-79-000	18,829	20229.2849	5.1474	Lat: 17.99916041, Lon: -67.19878694	x: 118934.1706, y: 218522.9485	X	SREP-E	DTS
54	402-009-327-30-000	18,707	21551.9387	5.4834	Lat: 17.99768492, Lon: -67.19844581	x: 118969.7647, y: 218359.7947	X	SREP-E	DTS
53	379-099-327-80-000	18,706	19212.5906	4.8882	Lat: 17.99902280, Lon: -67.19742660	x: 119078.1735, y: 218507.1159	X	SREP-E	DTS
113	379-099-327-81-000	18,847	21322.3403	5.4250	Lat: 17.99895240, Lon: -67.19615266	x: 119213.0574, y: 218498.7615	X	SREP-E	DTS
104	402-009-327-82-000	18,838	18526.0984	4.7135	Lat: 17.99771481, Lon: -67.19554463	x: 119276.8810, y: 218361.5173	X	SREP-E	DTS
112	402-009-327-84-000	18,846	20089.4749	5.1113	Lat: 17.99744519, Lon: -67.19648005	x: 119177.6905, y: 218332.0889	X	SREP-E	DTS
44	402-009-327-85-000	18,792	21490.5754	5.4678	Lat: 17.99714526, Lon: -67.19738323	x: 119082.0484, y: 218299.5963	X	SREP-E	DTS
16	402-008-327-33-000	18,694	20033.1585	5.0970	Lat: 17.99549516, Lon: -67.20205052	x: 118586.9873, y: 218119.0317	X	SREP-E	DTS
15	402-008-327-34-000	18,779	23027.7787	5.8589	Lat: 17.99477862, Lon: -67.20255393	x: 118533.1917, y: 218039.6447	X	SREP-E	DTS
138	402-018-327-35-000	18,762	21171.6639	5.3866	Lat: 17.99463437, Lon: -67.20335591	x: 118448.1886, y: 218024.0365	X	SREP-E	DTS
33	402-018-327-36-000	18,696	22020.4014	5.6026	Lat: 17.99432614, Lon: -67.20428479	x: 118349.6698, y: 217990.3357	X	SREP-E	DTS
38	402-018-327-10-000	17,790	20021.5593	5.0940	Lat: 17.99399504, Lon: -67.20528404	x: 118243.6866, y: 217954.1349	X	SREP-E	DTS
29	402-017-327-09-000	18,783	19750.4213	5.0250	Lat: 17.99379866, Lon: -67.20623360	x: 118143.0297, y: 217932.8247	X	SREP-E	DTS
65	402-017-327-08-000	18,711	19888.3404	5.0601	Lat: 17.99364480, Lon: -67.20743864	x: 118015.3337, y: 217916.3338	X	SREP-E	DTS
67	402-017-327-23-000	18,713	20137.9900	5.1237	Lat: 17.99248909, Lon: -67.20667382	x: 118095.7948, y: 217788.0783	X	SREP-E	DTS
85	402-000-004-69-000	18,725	20282.1421	5.1603	Lat: 17.99166219, Lon: -67.20712899	x: 118047.3493, y: 217697.0657	X	SRC/SREP-E	DTS
x	402-027-327-22-000	18,785	19671.4617	5.0055	Lat: 17.99153655, Lon: -67.20863460	x: 117887.6838, y: 217683.5304	X	SRC	DTS
17	402-018-327-24-000	18,780	21562.3366	5.4860	Lat: 17.99218834, Lon: -67.20481520	x: 118292.6473, y: 217754.2661	X	SRC	DTS
5	402-018-327-44-000	18,692	21160.8633	5.3839	Lat: 17.99256749, Lon: -67.20356706	x: 118424.8637, y: 217795.3688	X	SRC	DTS
6	402-018-327-43-000	18,693	20705.5310	5.2681	Lat: 17.99292322, Lon: -67.20258433	x: 118529.1093, y: 217834.3040	X	SRC	DTS
178	402-028-327-49-000	18,813	19958.3058	5.0779	Lat: 17.99175125, Lon: -67.20182135	x: 118609.3712, y: 217704.2512	X	SRC	DTS
64	402-018-327-42-000	18,802	20818.9024	5.2969	Lat: 17.99331564, Lon: -67.20139878	x: 118654.8513, y: 217877.2095	X	SRC	DTS

PROPIEDADES									
			CABIDA		COORDENADAS				
#	# CATASTRO	DATOS REGISTRALES # FINCA	METROS CUADRADOS	CUERDAS	COORDENADAS LAMBERT	NAD83	ZONA DE INUNDABILIDAD	CLASIFICACION	CALIFICACION
174	402-018-327-41-000	18,809	20377.1854	5.1845	Lat: 17.99324122, Lon: -67.20050133	x: 118749.8644, y: 217868.5738	X	SRC	DTS
39	402-018-327-40-000	18,697	20816.7973	5.2969	Lat: 17.99405363, Lon: -67.19989087	x: 118814.8928, y: 217958.2204	X	SRC	DTS
40	402-019-327-38-000	18,698	20157.6959	5.1287	Lat: 17.99427348, Lon: -67.19863087	x: 118948.4390, y: 217981.9950	X	SRC	DTS
22	402-019-327-37-000	18,831	20419.7597	5.1953	Lat: 17.99483658, Lon: -67.19769495	x: 119047.8203, y: 218043.9048	X	SRC	DTS
45	402-009-327-86-000	18,793	20887.0094	5.3142	Lat: 17.99493719, Lon: -67.19655814	x: 119168.2630, y: 218054.5383	X	SREP-E	DTS
110	402-009-327-87-000	18,844	17145.1235	4.3622	Lat: 17.99583991, Lon: -67.19616068	x: 119210.7736, y: 218154.2759	X	SREP-E	DTS
109	402-009-327-83-000	18,843	172266.7672	4.3931	Lat: 17.99608692, Lon: -67.19489753	x: 119344.6636, y: 218181.0582	X	SREP-E	DTS
60	402-009-327-72-000	18,798	20727.1922	5.2736	Lat: 17.99698396, Lon: -67.19399563	x: 119440.5924, y: 218279.9445	X	SRC/SREP-E	DTS
59	402-009-327-71-000	18,797	22912.7218	5.8296	Lat: 17.99571215, Lon: -67.19348093	x: 119494.5187, y: 218138.9554	X	SRC/SREP-E	DTS
111	402-019-327-88-000	18,845	17515.1883	4.4563	Lat: 17.99470737, Lon: -67.19518703	x: 119313.3680, y: 218028.4977	X	SREP-E	DTS
46	402-019-327-89-000	18,794	30321.6115	7.7146	Lat: 17.99329896, Lon: -67.19599492	x: 119227.1568, y: 217872.9706	X	SREP-E	DTS
34	402-019-327-68-000	18,786	25149.7093	6.3988	Lat: 17.99254581, Lon: -67.19485380	x: 119347.6640, y: 217789.1096	X	SREP-E	DTS
58	402-019-327-69-000	18,796	19553.9663	4.9751	Lat: 17.99411254, Lon: -67.19413338	x: 119424.6835, y: 217962.1979	X	SREP-E	DTS
13-B	402-000-005-28-000	24,097	464921.2499	118.2887	Lat: 17.99400574, Lon: -67.18904396	x: 119963.6440, y: 217948.1451	X	SRC	DTS
13-A	402-000-005-29-000	24,096	492773.8943	125.3751	Lat: 17.98977815, Lon: -67.18718309	x: 120158.7994, y: 217479.4250	X	SUNP	UR
76	403-000-002-15-000	4,523	24131.7812	6.1404	Lat: 17.99198924, Lon: -67.16696704	x: 122300.8707, y: 217715.4513	X	SRC	ARD
8-B	403-000-002-50-000	37,189	19958.1695	5.0784	Lat: 17.99189938, Lon: -67.16628831	x: 122372.7151, y: 217705.2183	X	SRC	ARD
78	402-029-327-57-000	18,787	19653.4048	5.0009	Lat: 17.99083209, Lon: -67.19608763	x: 119216.2006, y: 217599.9803	X	SRC	DTS
12	402-000-005-54-000	24,930	92045.321	23.4212	Lat: 17.98722323, Lon: -67.19363812	x: 119473.9700, y: 217199.4740	X	SRC	RT-I
47	402-019-327-51-000	21,859	20594.0529	5.2402	Lat: 17.99198647, Lon: -67.19699784	x: 119120.3335, y: 217728.1476	X	SRC	DTS
-	403-000-002-16-000	19,305	20071.5734	5.1073	Lat: 17.99245574, Lon: -67.16735907	x: 122259.5588, y: 217767.2502	X	SRC	ARD

PROPIEDADES PENDIENTES POR ADQUIRIR Y/O EN NEGOCIACION

			CABIDA		COORDENADAS				
#	# CATASTRO	DATOS REGISTRALES # FINCA	METROS CUADRADOS	CUERDAS	COORDENADAS LAMBERT	NAD83	ZONA DE INUNDABILIDAD	CLASIFICACION	CALIFICACION
7	379-000-009-04-000	18,822	18009.9359	4.5827	Lat: 17.99921227, Lon: -67.20175673	x: 118619.8282, y: 218530.3099	VE/AE	SREP-E	R-G/PR
75	402-000-004-66-000	18,804	17705.3569	4.5052	Lat: 17.99808128, Lon: -67.20555272	x: 118217.1391, y: 218406.5192	VE/AE	SREP-E	R-G/PR
71	402-007-327-14-000	18,717	19757.4574	5.0273	Lat: 17.99563125, Lon: -67.20858516	x: 117894.8390, y: 218136.7070	VE	SREP-E	DTS
41	402-008-327-11-000	18,699	20885.9676	5.3145	Lat: 17.99576891, Lon: -67.20565987	x: 118204.7120, y: 218150.6344	X	SREP-E	DTS
38	402-000-004-68-000	18,818	20255.2677	5.1540	Lat: 17.99625303, Lon: -67.20469355	x: 118307.2767, y: 218203.7853	X	SREP-E	DTS
62	379-099-327-74-000	18,800	19527.7894	4.9689	Lat: 17.99929836, Lon: -67.19450370	x: 119387.8501, y: 218536.3256	X	SREP-E	DTS
61	379-099-327-73-000	18,799	20290.0349	5.1629	Lat: 17.99814069, Lon: -67.19426250	x: 119412.8619, y: 218408.0891	X	SREP-E	DTS
53	402-009-327-31-000	-	40666.1094	10.3476	Lat: 17.99612389, Lon: -67.19872666	x: 118939.2990, y: 218187.1450	X	SREP-E	DTS
179	402-008-327-39-000	18,814	20559.3304	5.2314	Lat: 17.99534984, Lon: -67.19984573	x: 118820.2739, y: 218101.6643	X	SRC	DTS
180	402-008-327-32-000	-	21702.9561	5.5224	Lat: 17.99553751, Lon: -67.20112057	x: 118685.4953, y: 218123.3057	X	SREP-E	DTS
-	402-027-327-21-000	-	19717.2213	5.0171	Lat: 17.99154158, Lon: -67.20984636	x: 117759.3502, y: 217684.6307	X	SRC	DTS
31	402-027-327-20-000	-	19679.8355	5.0076	Lat: 17.99137073, Lon: -67.21093952	x: 117643.4936, y: 217666.2126	X	SRC	DTS
BB	402-020-327-70-000	-	22217.2462	5.6532	Lat: 17.99398170, Lon: -67.19314572	x: 119529.2242, y: 217947.2823	X	SREP-E	DTS

ANEJO 2:
Presentación de Proyecto Esquemático

San Juan | The Hub - 200 Convention Blvd., Suite 201, San Juan, PR 00907 | 787.754.1381
New York | 641 Lexington Ave., 13th FL, Suite 1326, New York, NY 10022 | 212.271.5280
Miami | 1221 Brickell Ave., Suite 900, Miami, FL 33131 | 305.995.8299
info@advfirm.com | alvarezdiazvillalon.com

CONCEPTUAL PLAN
DETAILED ILLUSTRATIVE OVERALL PLAN



SCALE: 1:15,000

0 250m 500m 1,000m

ESENCIA
CONCEPTUAL PLANNING
MAY 2024

Rees Jones, Inc. GOLF COURSE DESIGN

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ANEJO 3:
Presentación de Proyecto Esquemático

San Juan | The Hub - 200 Convention Blvd., Suite 201, San Juan, PR 00907 | 787.754.1381
New York | 641 Lexington Ave., 13th FL, Suite 1326, New York, NY 10022 | 212.271.5280
Miami | 1221 Brickell Ave., Suite 900, Miami, FL 33131 | 305.995.8299
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CONCEPTUAL PLAN
DETAILED ILLUSTRATIVE OVERALL PLAN



SCALE: 1:15,000

0 250m 500m 1,000m

ESENCIA
CONCEPTUAL PLANNING
MAY 2024

Rees Jones, Inc. GOLF COURSE DESIGN

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ANEJO 4:
Plano de Sitio Identificando la localización preliminar de las facilidades propuestas

San Juan | The Hub - 200 Convention Blvd., Suite 201, San Juan, PR 00907 | 787.754.1381
New York | 641 Lexington Ave., 13th FL, Suite 1326, New York, NY 10022 | 212.271.5280
Miami | 1221 Brickell Ave., Suite 900, Miami, FL 33131 | 305.995.8299
info@advfirm.com | alvarezdiazvillalon.com



NORTH

0 80 160 240

GRAPHIC SCALE 1: 4000

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GUAYNABO, PUERTO RICO, 00968
PHONE: 787-782-5050
WWW.KIMLEY-HORN.COM

OWNER

SEAL

PROJECT INFORMATION

PR3750000

ESENCIA

CABO ROJO

PUERTO RICO

5/22/2024

REVISIONS

NO.	DESCRIPTION	DATE

DATE ISSUED:	02/2024
REVIEWED BY:	JR
DRAWN BY:	JL
DESIGNED BY:	JR
PROJECT NUMBER:	PR3750000

SHEET TITLE

PROPOSED OFFSITE ROADWAY INTERSECTIONS

SHEET ID

EX-1

SCHEMATIC DESIGN



NORTH

0 6 12 18

GRAPHIC SCALE 1:300

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PHONE: 787-782-5050
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OWNER

SEAL

PROJECT INFORMATION

PR3750000
ESENCIA
CABO ROJO
PUERTO RICO

5/22/2024

REVISIONS

NO.	DESCRIPTION	DATE

DATE ISSUED:	02/2024
REVIEWED BY:	JR
DRAWN BY:	JL
DESIGNED BY:	JR
PROJECT NUMBER:	PR3750000

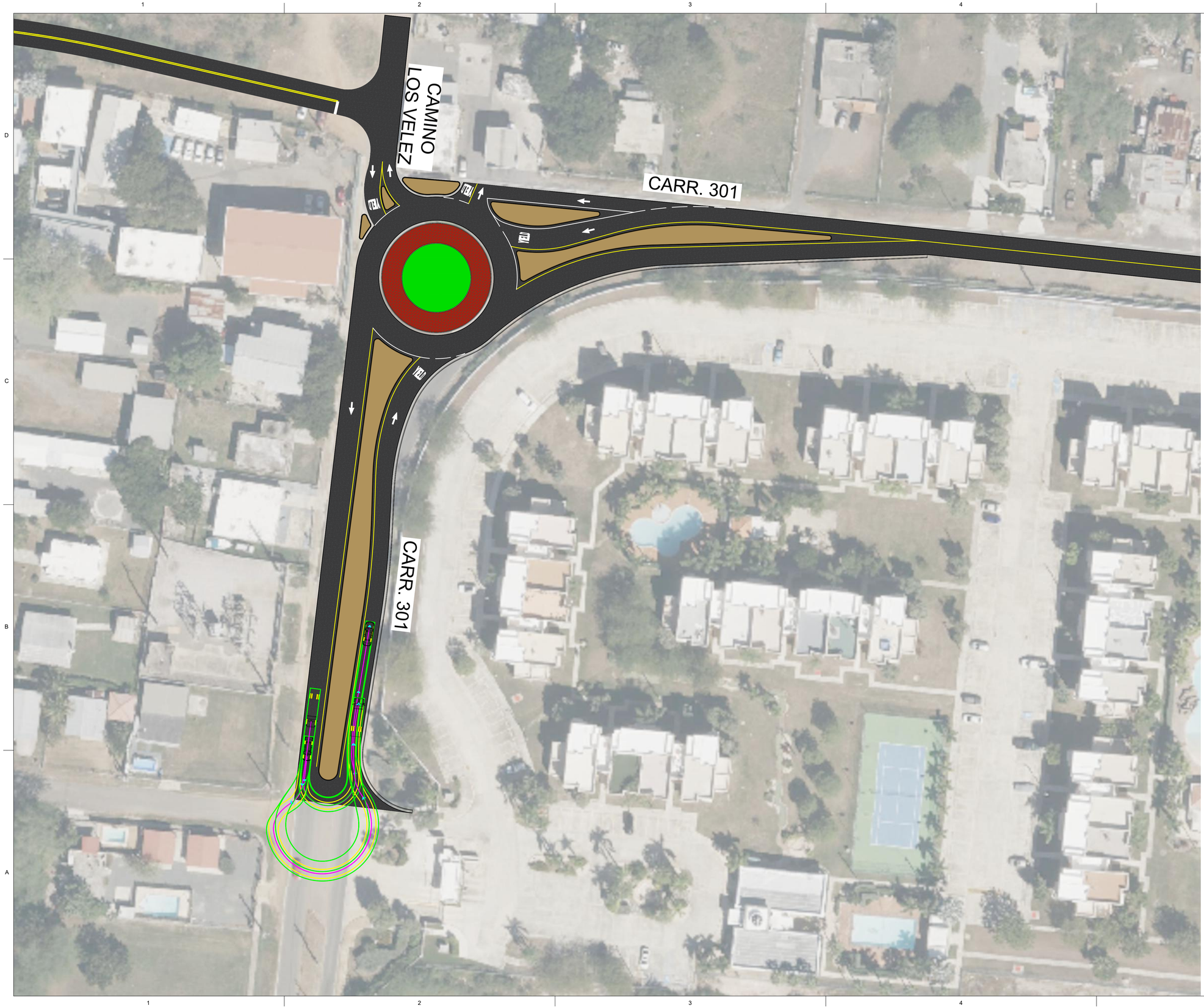
SHEET TITLE

PROPOSED OFFSITE ROADWAY INT. #1

SHEET ID

EX-2

SCHEMATIC DESIGN



NORTH

0 8 16 24

GRAPHIC SCALE 1: 400

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GUAYNABO, PUERTO RICO, 00968
PHONE: 787-782-5050
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OWNER

SEAL

PROJECT INFORMATION

PR3750000

ESENCIA

CABO ROJO

PUERTO RICO

5/22/2024

REVISIONS

NO.	DESCRIPTION	DATE

DATE ISSUED:	02/2024
REVIEWED BY:	JR
DRAWN BY:	JL
DESIGNED BY:	JR
PROJECT NUMBER:	PR3750000

SHEET TITLE

PROPOSED OFFSITE ROADWAY INT. #2

SHEET ID

EX-3

SCHEMATIC DESIGN



NORTH

0 6 12 18

GRAPHIC SCALE 1:300

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PHONE: 787-782-5050
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OWNER

SEAL

PROJECT INFORMATION

PR3750000

ESENCIA

CABO ROJO

PUERTO RICO

5/22/2024

REVISIONS

NO.	DESCRIPTION	DATE

DATE ISSUED:	02/2024
REVIEWED BY:	JR
DRAWN BY:	JL
DESIGNED BY:	JR
PROJECT NUMBER:	PR3750000

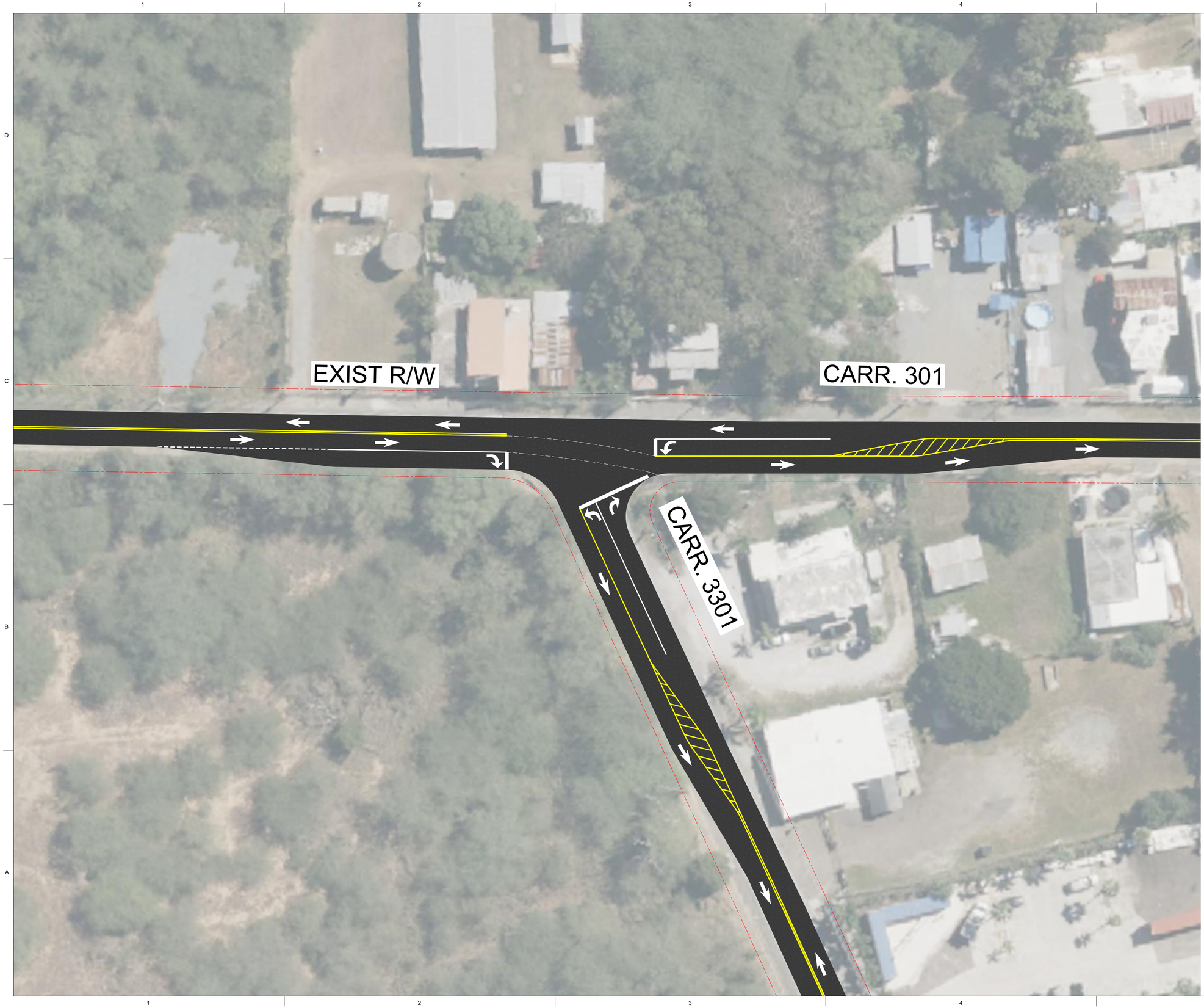
SHEET TITLE

PROPOSED OFFSITE ROADWAY INT. #3

SHEET ID

EX-4

SCHEMATIC DESIGN



NORTH

0 6 12 18

GRAPHIC SCALE 1: 300

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PHONE: 787-782-5050
WWW.KIMLEY-HORN.COM

OWNER

SEAL

PROJECT INFORMATION

PR3750000

ESENCIA

CABO ROJO

PUERTO RICO

5/22/2024

REVISIONS

NO.	DESCRIPTION	DATE

DATE ISSUED:	02/2024
REVIEWED BY:	JR
DRAWN BY:	JL
DESIGNED BY:	JR
PROJECT NUMBER:	PR3750000

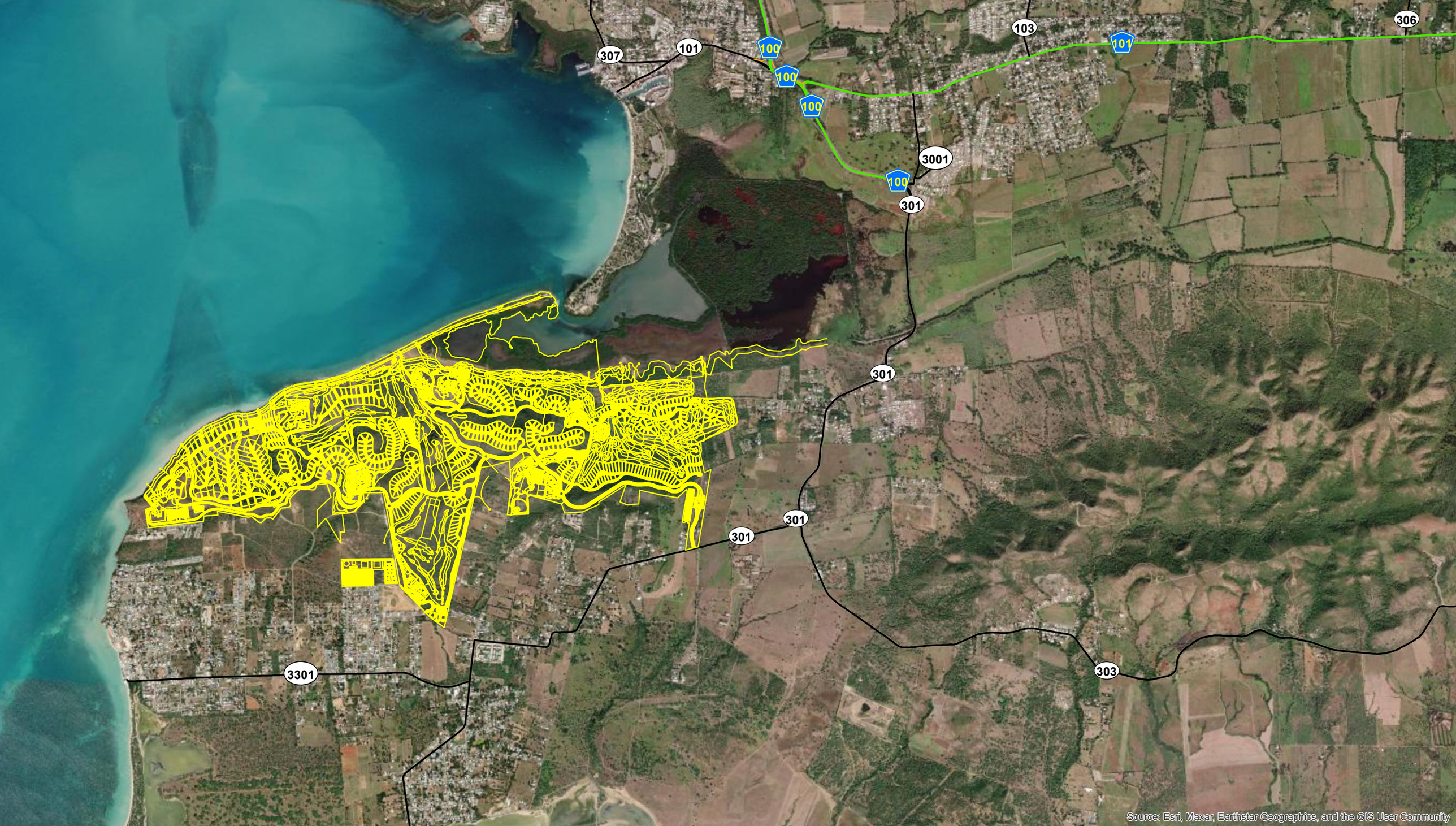
SHEET TITLE

PROPOSED OFFSITE ROADWAY INT. #4

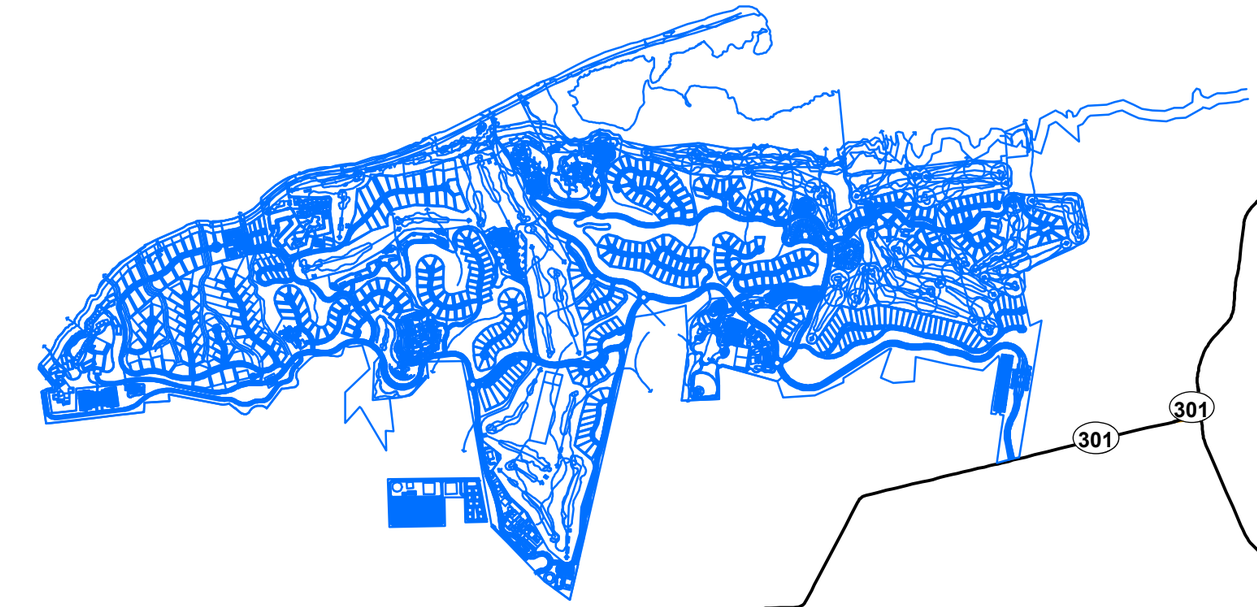
SHEET ID

EX-5

SCHEMATIC DESIGN



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community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101
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100
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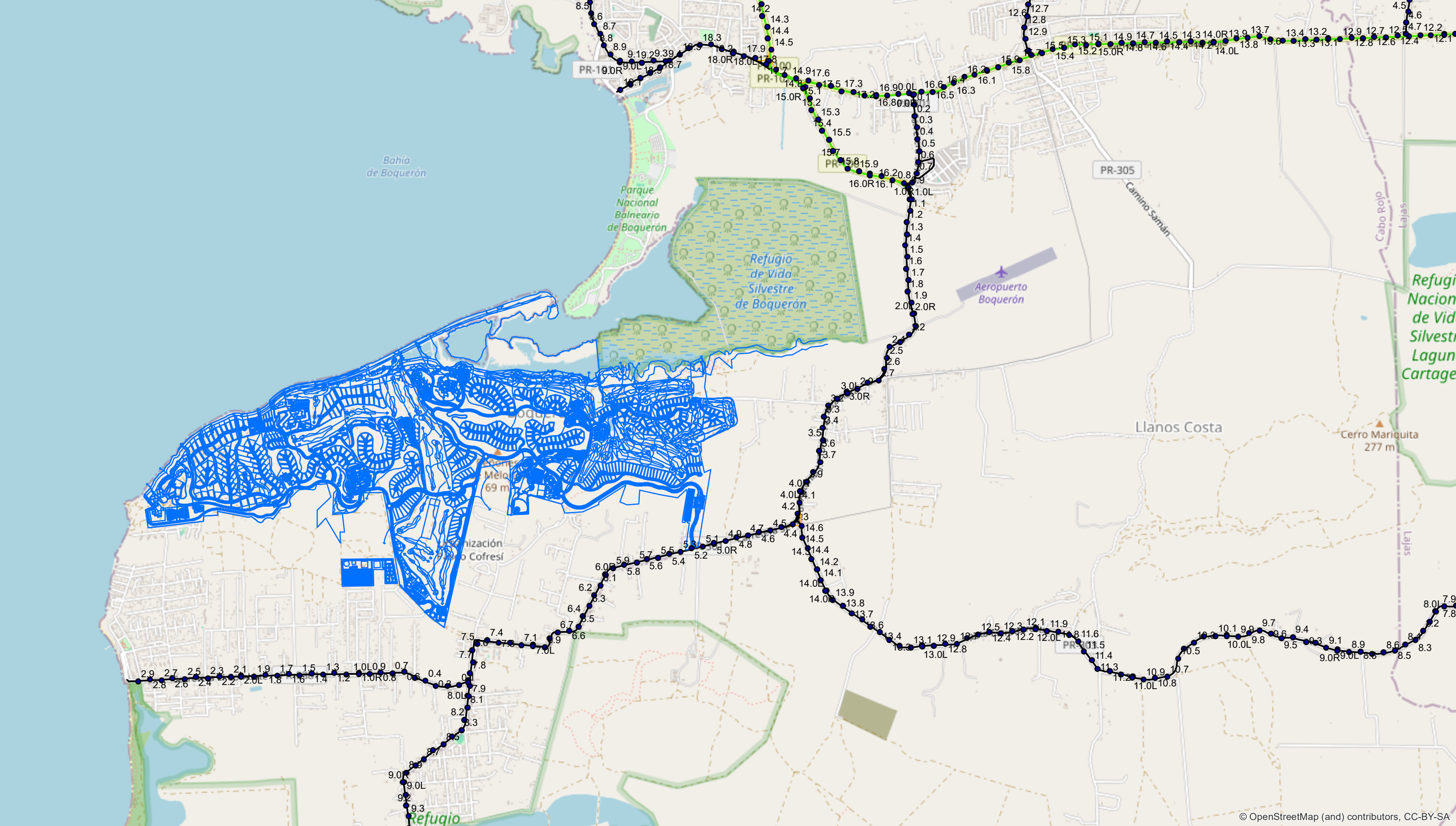
301
301
3301
303


Bahía de Boquerón
Parque Nacional Balneario de Boquerón
Refugio de Vida Silvestre de Boquerón
Aeropuerto Boquerón
PR-305
Camino Samán
Llanos Costa
Cerro Mariquita 277 m
Cabo Rojo
Lajas
Refugio Nacional de Vida Silvestre Laguna Cartagena
Refugio
© OpenStreetMap (and) contributors, CC-BY-SA

CONCEPTUAL PLAN
DETAILED ILLUSTRATIVE OVERALL PLAN



SCALE: 1:15,000

0 250m 500m 1,000m

ESENCIA
CONCEPTUAL PLANNING
MAY 2024

Rees Jones, Inc. GOLF COURSE DESIGN

edsa

AD&V ALVAREZ-DIAZ & VILLALÓN

CONCEPTUAL PLAN
DETAILED ILLUSTRATIVE OVERALL PLAN



SCALE: 1:15,000

0 250m 500m 1,000m

ESENCIA
CONCEPTUAL PLANNING
MAY 2024

Rees Jones, Inc. GOLF COURSE DESIGN

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AD&V ALVAREZ-DIAZ & VILLALÓN

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,739

RE : **/ CABO ROJO LAND ACQUISITION LLC/**
CARMEN M. FONSECA/ HIPOTECARIO/

FINCA : Número 639, inscrita al folio 300 del tomo 488 de Cabo Rojo.
Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: Remanente (Salina "Caborrojeña"). Cabida: 678,829.24 Metros Cuadrados (172.7127 cuerdas). Linderos: por el **NORTE**, con el mar; por el **SUR**, con terrenos de Alberto del Toro, José Ramírez, Nicolas Plaza; Miguel Carlo; Juan Morales Díaz y Sucesión Federico Vélez; por el **ESTE**, con salistrales y lagunas del Pueblo de Puerto Rico; y por el **OESTE**, con el mar.

Contiene casas.

Esta es la descripción del Remanente, según consta de la escritura número 37, otorgada en San Juan, Puerto Rico, el día 26 de junio de 2023, ante la notario María R. Pujol Thompson, e inscrito al tomo Karibe de Cabo Rojo, finca número 639, inscripción 43ra.

PLENO DOMINIO:

Consta inscrita al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Acquisition, LLC.**, cuya entidad lo adquirió por compraventa a Víctor Luis González Barahona y su esposa Tania Albertina Serrallés Piza, por el precio de $800,000.00, mediante la escritura número 252, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastían, finca número 639, inscripción 42da.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS.

ii. Por sí está:

LIBRE DE CARGAS.

LOS SIGUIENTES DOCUMENTOS SE ENCUENTRAN PRESENTADOS Y PENDIENTES DE DESPACHO:

1. AL ASIENTO 2023-078118-AG01 DEL SISTEMA KARIBE, se presentó el día 26 de junio de 2023, la escritura número 33, otorgada en San Juan, Puerto Rico, el día 26 de junio de 2023, ante la notario María del Rosario Pujol Thompson, mediante la cual comparece Cabo Rojo Land Acquisition LLC, en adelante "CRLA", para aclarar que por error matemático en la agrupación presentada al Asiento 2022-051227-SG01, cuando la cabida correcta de ser 774.4508 cuerdas equivalentes a 3,043,898.02 metros cuadrados.

33 Calle Resolución, Suite 302
San Juan, PR 00920-2727
TEL: 787-707-7369
FAX: 787-782-6743

Continuación…
Finca número 639

Descripción correcta de finca agrupada:

RÚSTICA: Finca Agrupada: Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientas setenta y cuatro punto cuatro mil quinientas ocho cuerdas (774.4508 cuerdas) de terreno, equivalentes a tres millones cuarenta y tres mil ochocientos noventa y ocho punto cero dos metros cuadrados (3,043.898.02 m.c.). En lindes por el **NORTE**, con caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Faz Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodríguez, Luis Plaza, Belfor Torres, Familia Padilla y Raul Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodríguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Faz Alzamora y varios vecinos.

Se acompaña: Certificación Presentación Telemática.

2. AL ASIENTO 2023-078173-AG01 DEL SISTEMA KARIBE, se presentó el día 26 de junio de 2023, la escritura número 34, otorgada en San Juan, Puerto Rico, el día 26 de junio de 2023, ante la notario María del Rosario Pujol Thompson, mediante la cual comparecen Cabo Rojo Land Acquisition LLC, en adelante "CRLA", sobre aclaración de rectificación de finca agrupada no afecta el negocio jurídico en la escritura de hipoteca presentada al Asiento 2022-055862-SG01.

3. AL ASIENTO 2023-078197-AG01 DEL SISTEMA KARIBE, se presentó el día 26 de junio de 2023, la escritura número 35, otorgada en San Juan, Puerto Rico, el día 26 de junio de 2023, ante la notario María del Rosario Pujol Thompson, mediante la cual comparece Cabo Rojo Land Acquisition LLC, en adelante "CRLA", sobre aclaración de rectificación de cabida de finca agrupada no afecta el negocio jurídico en la escritura de hipoteca presentada al Asiento 2022-115416-SG01 y pendiente de calificación.

Se acompaña: Certificación Presentación Telemática.

4. AL ASIENTO 2023-078244-AG01 DEL SISTEMA KARIBE, se presentó el día 26 de junio de 2023, la escritura número 36, otorgada en San Juan, Puerto Rico, el día 26 de junio de 2023, ante la notario María del Rosario Pujol Thompson, mediante la cual comparecen Cabo Rojo Land Acquisition LLC, en adelante "CRLA"; Villa de Bahía de Boqueron Development Corp, en adelante "VBBDC" y Gladys Omayra Fontanez Reyes, en adelante "Fontanez", sobre aclaración de rectificación de finca agrupada no afecta el negocio jurídico de hipoteca subordinada.

Se acompaña: Certificación Presentación Telemática.

OBSERVACIONES

1. AL ASIENTO 2016-121760-SG DEL SISTEMA KARIBE, se presentó el día 2 de diciembre de 2016, Instancia de 30 de noviembre de 2016, juramentado y suscrito ante Víctor Luis González Barahona y Tania Albertina Serrallés Pizá, bajo Affidavit número 55,117, mediante la cual el área superficial de esta propiedad se Rectificación luego de la expropiación forzosa de 18.0873 cuerdas, resultando con un área de 172.2851 cuerdas, equivalentes a 677,148.6644.

Continuación…
Finca número 639

La propiedad de 172.2851 cuerdas se describe de la siguiente manera:

RÚSTICA: Salina denominada "Caborrojeña" radicada en el Barrio Boquerón de Cabo Rojo, Puerto Rico, con una cabida superficial de 677,148.6644 metros cuadrados, equivalentes a 172.2851 cuerdas. En lindes por el **NORTE**, con el mar; por el **SUR**, con terrenos de Alberto del Toro, José Ramírez, Francisco Wys, Nicolás Plaza, Miguel Carlo, Juan Morales Díaz y Sucesión Federico Vélez; por el **ESTE**, con salitrales y lagunas del Pueblo de Puerto Rico; y por el **OESTE**, con el mar.

Retirado el día 7 de junio de 2023.

2. AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854, Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E.

   Y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

   Se describe la finca agrupada de la siguiente manera:

   RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodriguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodriguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos."

   Notificada el día 2 de febrero de 2024. Impedida por Asiento previo.

3. AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

   Notificada el día 2 de febrero de 2024. Falta Previa.

Continuación…
Finca número 639

4. AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas, en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

   Notificada el día 5 de febrero de 2024. Falta Previa.

5. AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

   Notificada el día 5 de febrero de 2024. Falta Previa.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe (1:27PM**)**.

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Capital Title Services, LLC.

POR: *Ramón F. Gómez Marcos*
15 de marzo de 2024
RG/mvb/f

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,736

RE : **/ CABO ROJO LAND ACQUISITION LLC/**
CARMEN M. FONSECA/ HIPOTECARIO/

FINCA : Número 1,054, inscrito al folio 244 del tomo 20 de Cabo Rojo.
Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: Porción de terreno radicado en el Barrio Llanos Costa del término Municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de 20.7053 cuerdas, equivalentes a 81,379.9354 metros cuadrados. En lindes: por el **NORTE**, con un camino que los separa del Salitral; por el **SUR**, con que conduce a Las Salinas y terrenos de Natalio Irizarry; por el **ESTE**, con terrenos de Natalio Irizarry; por el **OESTE**, con un camino que conduce a las Salinas.

NOTA: Esta finca fue mensurada por el Agrimensor René Guerra Menéndez, según Certificación de fecha 26 de enero de 1995, jurada y suscrita ante la notario Pilar Teresa Sales, e inscrita al folio 106 del tomo 958 de Cabo Rojo, finca número 1,054, inscripcion 11ma.

ORIGEN REGISTRAL:

Se segrega de la finca número 111, inscrita al folio 46 del tomo 10 de Cabo Rojo.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Acquisition, LLC.**, cuya entidad adquirió esta y otra finca por compraventa a Puerto Rico Land & Fruit, S.E., por el precio de $600,000.00, mediante la escritura número 251, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, finca número 1,054, inscripción 15ta.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS.

ii. Por sí está:

LIBRE DE CARGAS.

OBSERVACIÓN:

AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854,

Continuación…
Finca número 1,054

Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E.

Y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

Se describe la finca agrupada de la siguiente manera:

RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodriguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodriguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos."

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida

Notificado el día 2 de febrero de 2024. Razón: Impedido por asiento previo notificado.

AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024. Razón: Falta previa.

AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas, en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Notificado el día 5 de febrero de 2024. Razón: Falta previa.

AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

Se acompaña: Certificación del notario.

Notificado el día 5 de febrero de 2024. Razón: Falta previa.

Continuación…
Finca número 1,054

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe. (2:41 p.m.)

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Capital Title Services, LLC.

POR: *Ramón F. Gómez Marcos*
14 de marzo de 2024
RG/anr/f

33 Calle Resolución, Suite 302
San Juan, PR 00920-2727
TEL: 787-707-7369
FAX: 787-782-6743

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,740

RE : **/ CABO ROJO LAND ACQUISITION LLC/ CARMEN M. FONSECA/ HIPOTECARIO/**

FINCA : Número 2,367, inscrito al folio 110 del tomo 56 de Cabo Rojo. Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: Porción de terreno radicada en el Barrio de Llanos Costas del término municipal de Cabo Rojo, Puerto Rico, constante de 98 cuerdas con 77 céntimos de otra, equivalentes a 38 hectáreas, 82 áreas, 5 centiáreas y 60 miliáreas. Colindante; por el **NORTE,** con las Salinas de Cabo Rojo; **SUR,** con terrenos de la Sucesión de Anino Rodríguez y los terrenos de la sucesión de José Graciliano Vélez; **ESTE,** con las parcelas adjudicadas a las herederas Luisa Josefa, José del Carmen, Mercedes y Marina Plaza Vélez y también con la Parcela adjudicada a la heredera Emma Rosalía conocida solamente Emma Plaza Vélez y asimismo con la Parcela adjudicada a los hijos del heredero fallecido Juan Plaza Vélez llamados María Esther, Manfredo, y Luisa Plaza Camacho, **OESTE,** con el camino que conduce de las Salinas de Cabo Rojo a las Salinas Candelaria.

Contiene una casa.

Esta es la descripción del remanente de esta finca, según consta de la escritura número 7, otorgada en Cabo Rojo, el día 13 de enero de 1947, ante el notario Miguel Del Toro Colberg, e inscrita al folio 119 del tomo 56 de Cabo Rojo, finca número 2,367, inscripción 7ma.

ORIGEN REGISTRAL:

Se formó por agrupación de las fincas números 111; 726 y 2,366, inscritas a los folios 26; 245 y 107 de los tomos 26, 53 y 56 de Cabo Rojo, respectivamente.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Holdings, LLC.**, cuya entidad lo adquirió por compraventa al Banco Popular de Puerto Rico, por el precio de $424,817.20 **(así surge)**, mediante la escritura número 14, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante el notario José Alfredo Moreda Del Valle, finca número 2,367, inscripción 22a.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS

33 Calle Resolución, Suite 302
San Juan, PR 00920-2727
TEL: 787-707-7369
FAX: 787-782-6743

Continuación…
Finca número 2,367

ii. Por sí está afecta a:

Hipoteca en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $531,021.49 **(así surge)**, con intereses al 10.00% anual, vencedero a la presentación, constituida mediante la escritura número 18, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante la notario Yahira Caro Domínguez, e inscrita al tomo Karibe de Cabo Rojo, finca número 2,367, inscripción 23a.

LOS SIGUIENTES DOCUMENTOS SE ENCUENTRAN PRESENTADOS Y PENDIENTES DE DESPACHO:

1. AL ASIENTO 2022-051233-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 254, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a cancelar la hipoteca, por la suma de $531,021.49, según inscripción 23ª relacionada.

   Se acompaña: Certificación del notario; Certificación de exención de la Compañía de Turismo.

2. AL ASIENTO 2022-051236-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 253, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Holdings, LLC, a vender esta y otras fincas a favor de Cabo Rojo Land Acquisition, LLC, por el precio de $1,450,000.00, respondiendo esta finca por la suma de $747,000.00.

   Se acompaña: Certificación de exención de la Compañía de Turismo.

OBSERVACIÓN:

AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854, Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E

Y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

Se describe la finca agrupada de la siguiente manera:

RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodríguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodríguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos."

Continuación…
Finca número 2,367

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas (así surge), en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Documento presentado bajo la finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

Se acompaña: Certificación del notario.

Documento presentado bajo la finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe.

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Continuación…
Finca número 2,367

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Capital Title Services, LLC.

POR: ***Ramón F. Gómez Marcos***
15 de marzo de 2024
SCG/anr/f

33 Calle Resolución, Suite 302
San Juan, PR 00920-2727
TEL: 787-707-7369
FAX: 787-782-6743

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,741

RE : **/ CABO ROJO LAND ACQUISITION LLC/ CARMEN M. FONSECA/ HIPOTECARIO/**

FINCA : Número 4,847, inscrito al folio 85 del tomo 160 de Cabo Rojo. Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: Porción de terreno compuesta de siete cuerdas y noventa y tres céntimos, equivalentes a once áreas, sesenta y ocho centiáreas y siete miliáreas radicada en el Barrio de Llanos Costas del término municipal de Cabo Rojo, Puerto Rico, colindante: por el **NORTE** y por el **OESTE,** con el predio que se adjudicara al cónyuge Nicolás Plaza Acosta; por el **SUR,** con la parcela adjudicada a Marina Plaza Vélez; y por el **ESTE,** con un camino.

ORIGEN REGISTRAL:

Se formó por agrupación de las fincas números 4,664 y 4,848, inscritas a los folios 190 y 49 de los tomos 152 y 160 de Cabo Rojo, respectivamente.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Holdings, LLC.**, cuya entidad lo adquirió por compraventa al Banco Popular de Puerto Rico, por el precio de $34,107.53 (así surge), mediante la escritura número 14, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante el notario José Alfredo Moreda Del Valle, finca número 4,847, inscripción 17ma.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS

ii. Por sí está afecta a:

Hipoteca en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $42,634.41 (así surge), con intereses al 10.00% anual, vencedero a la presentación, constituida mediante la escritura número 18, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante la notario Yahira Caro Domínguez, e inscrita al tomo Karibe de Cabo Rojo, finca número 4,847, inscripción 18va., y última.

LOS SIGUIENTES DOCUMENTOS SE ENCUENTRAN PRESENTADOS Y PENDIENTES DE DESPACHO:

1. AL ASIENTO 2022-051233-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 254, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a cancelar pagaré con garantía de un pagaré hipotecario, por la suma de $42,634.41, inscripción 18va relacionada.

Continuación…
Finca número 4,847

Se acompaña: Certificación del notario; Certificación de exención de la Compañía de Turismo.

2. AL ASIENTO 2022-051236-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 253, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Holdings, LLC, a vender esta y otras fincas a favor de Cabo Rojo Land Acquisition, LLC, por el precio de $1,450,000.00, respondiendo esta finca por la suma de $64,000.00.

Se acompaña: Certificación de exención de la Compañía de Turismo.

OBSERVACIÓN:

AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854, Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E

Y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

Se describe la finca agrupada de la siguiente manera:

RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodríguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodríguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos."

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

Continuación…
Finca número 4,847

AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas (así surge), en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Documento presentado bajo la finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

Se acompaña: Certificación del notario.

Documento presentado bajo la finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe.

NOTA: Esta Sección tiene establecido un sistema computadorizado de Bitácoras. No nos hacemos responsables por errores y/u omisiones que cometa el Empleado del Registro en la entrada y búsqueda de datos en el mismo.

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Capital Title Services, LLC.

POR: *Ramón F. Gómez Marcos*
15 de marzo de 2024
SCG/anr/f

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,742

RE : **/ CABO ROJO LAND ACQUISITION LLC/**
CARMEN M. FONSECA/ HIPOTECARIO/

FINCA : Número 4,848, inscrito al folio 92 del tomo 160 de Cabo Rojo.
Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: Porción de terreno compuesta de siete cuerdas y noventa y tres centésimas, equivalentes a tres hectáreas once áreas, sesenta y ocho centiáreas y siete miliáreas radicada en el Barrio de Llanos Costas del término municipal de Cabo Rojo, Puerto Rico, colindante: por el **NORTE,** con la Parcela que se adjudica a Marina Plaza Vélez; por el **ESTE,** con el camino; por el **SUR,** con terrenos de la Sucesión de Anino Rodríguez; y por el **OESTE,** con predio adjudicado a Nicolás Plaza Acosta.

ORIGEN REGISTRAL:

Se segrega de la finca número 2,367, inscrita al folio 110 del tomo 56 de Cabo Rojo.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Holdings, LLC.**, cuya entidad lo adquirió por compraventa al Banco Popular de Puerto Rico, por el precio de $34,107.53, mediante la escritura número 14, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante el notario José Alfredo Moreda Del Valle, finca número 4,848, inscripción 14ta.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS

ii. Por sí está afecta a:

Hipoteca en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $42,634.41, con intereses al 10.00% anual, vencedero a la presentación, constituida mediante la escritura número 18, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante la notario Yahira Caro Domínguez, e inscrita al tomo Karibe de Cabo Rojo, finca número 4,848, inscripción 15ta., y última.

LOS SIGUIENTES DOCUMENTOS SE ENCUENTRAN PRESENTADOS Y PENDIENTES DE DESPACHO:

1. AL ASIENTO 2022-051233-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 254, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a cancelar pagaré con garantía de un pagaré hipotecario, por la suma de $42,634.41, inscripción 15ta relacionada.

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FAX: 787-782-6743

Continuación…
Finca número 4,848

Se acompaña: Certificación de exención de la Compañía de Turismo.

2. AL ASIENTO 2022-051236-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 253, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Holdings, LLC, a vender esta y otras fincas favor de Cabo Rojo Land Acquisition, LLC, por el precio de $1,450,000.00, respondiendo esta finca por la suma de $64,000.00.

   Se acompaña: Certificación de exención de la Compañía de Turismo.

OBSERVACIÓN:

AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854, Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E

Y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

Se describe la finca agrupada de la siguiente manera:

RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodríguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodríguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos."

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

Continuación…
Finca número 4,848

AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas (así surge), en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Documento presentado bajo la finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

Se acompaña: Certificación del notario.

Documento presentado bajo la finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe.

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Capital Title Services, LLC.

POR: *Ramón F. Gómez Marcos*
15 de marzo de 2024
SCG/anr/f

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,744

RE : **/ CABO ROJO LAND ACQUISITION LLC/**
CARMEN M. FONSECA/ HIPOTECARIO/

FINCA : Número 4,849, inscrito al folio 99 del tomo 160 de Cabo Rojo.
Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: Porción de terreno compuesta de siete cuerdas y noventa y tres centésimas, equivalentes a tres hectáreas, once áreas, sesenta y ocho centiáreas y siete miliáreas, radicada en el Barrio de Llanas Costa del término municipal de Cabo Rojo, Puerto Rico, colindante: por el **NORTE,** con terrenos de la Sucesión de Miguel Carlo; por el **ESTE,** con el camino; por el **SUR** y **OESTE,** con predio adjudicado a Nicolás Plaza Acosta.

ORIGEN REGISTRAL:

Se segrega de la finca número 2,367, inscrita al folio 110 del tomo 56 de Cabo Rojo.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Holdings, LLC**, cuya entidad lo adquirió por compraventa al Banco Popular de Puerto Rico, por el precio de $34,107.53, mediante la escritura número 14, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante el notario José Alfredo Moreda Del Valle, finca número 4,849, inscripción 14ta.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS

ii. Por sí está afecta a:

Hipoteca en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $42,634.41 (así surge), con intereses al 10.00% anual, vencedero a la presentación, constituida mediante la escritura número 18, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante la notario Yahira Caro Domínguez, e inscrita al tomo Karibe de Cabo Rojo, finca número 4,849, inscripción 15ta., y última.

LOS SIGUIENTES DOCUMENTOS SE ENCUENTRAN PRESENTADOS Y PENDIENTES DE DESPACHO:

1. AL ASIENTO 2022-051233-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 254, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a cancelar la hipoteca, por la suma de $42,634.41, según inscripción 15ta relacionada.

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FAX: 787-782-6743

Continuación…
Finca número 4,849

Se acompaña: Certificación de exención de la Compañía de Turismo.

2. AL ASIENTO 2022-051236-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 253, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Holdings, LLC, a vender esta y otras fincas a favor de Cabo Rojo Land Acquisition, LLC, por el precio de $1,450,000.00, respondiendo esta finca por la suma de $64,000.00.

   Se acompaña: Certificación de exención de la Compañía de Turismo.

OBSERVACIÓN:

AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854, Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

Se describe la finca agrupada de la siguiente manera:

RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodríguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodríguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos."

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

Continuación…
Finca número 4,849

AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas (así surge), en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Documento presentado bajo la finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

Se acompaña: Certificación del notario.

Documento presentado bajo la finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe.

NOTA: Esta Sección tiene establecido un sistema computadorizado de Bitácoras. No nos hacemos responsables por errores y/u omisiones que cometa el Empleado del Registro en la entrada y búsqueda de datos en el mismo.

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Capital Title Services, LLC.

POR: *Ramón F. Gómez Marcos*
15 de marzo de 2024
SCG/anr/f

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,745

RE : **/ CABO ROJO LAND ACQUISITION LLC/**
CARMEN M. FONSECA/ HIPOTECARIO/

FINCA : Número 4,850, inscrito al folio 106 del tomo 160 de Cabo Rojo. Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: Porción de terreno compuesta de siete cuerdas y noventa y tres céntimos, equivalentes a tres hectáreas, once áreas, sesenta y ocho centiáreas y siete miliáreas, radicada en el Barrio de Llanos Costas del término municipal de Cabo Rojo, Puerto Rico, colindante: por el **NORTE,** con parcela adjudicada a Luisa Josefa Plaza Vélez; por el **ESTE,** con un camino; por el **SUR,** con la parcela adjudicada a José Del Carmen Plaza Vélez; y por el **OESTE,** con predio adjudicado a Nicolás Plaza Acosta.

ORIGEN REGISTRAL:

Se segrega de la finca número 2,367, inscrita al folio 110 del tomo 56 de Cabo Rojo.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Homes, LLC**, cuya entidad lo adquirió por compraventa al Banco Popular de Puerto Rico, por el precio de $34,107.53 (así surge), mediante la escritura número 14, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante el notario José Alfredo Moreda Del Valle, finca número 4,850, inscripción 14ta.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS

ii. Por sí está afecta a:

Hipoteca en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $42,634.41 (así surge), con intereses al 10.00% anual, vencedero a la presentación, constituida mediante la escritura número 18, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante la notario Yahira Caro Domínguez, e inscrita al tomo Karibe de Cabo Rojo, finca número 4,850, inscripción 15ta.

LOS SIGUIENTES DOCUMENTOS SE ENCUENTRAN PRESENTADOS Y PENDIENTES DE DESPACHO:

1. AL ASIENTO 2022-051233-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 254, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a cancelar la hipoteca por la suma de $127,903.23, según inscripción 17ta relacionada.

Continuación…
Finca número 4,850

Se acompaña: Certificación de exención de la Compañía de Turismo.

2. AL ASIENTO 2022-051236-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 253, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Holdings, LLC, a vender esta y otras fincas a favor de Cabo Rojo Land Acquisition, LLC, por el precio de $1,450,000.00, respondiendo esta finca por la suma de $191,000.00.

   Se acompaña: Certificación de exención de la Compañía de Turismo.

OBSERVACIÓN:

AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854, Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E.

Y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

Se describe la finca agrupada de la siguiente manera:

RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodríguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodríguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos."

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, correción de cabida.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

Continuación…
Finca número 4,850

AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas (así surge), en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Documento presentado bajo al finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

Se acompaña: Certificación del notario.

Documento presentado bajo al finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe.

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Capital Title Services, LLC.

POR: *Ramón F. Gómez Marcos*
15 de marzo de 2024
SCG/anr/f

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,747

RE : **/ CABO ROJO LAND ACQUISITION LLC/ CARMEN M. FONSECA/ HIPOTECARIO/**

FINCA : Número 4,851, inscrito al folio 113 del tomo 160 de Cabo Rojo. Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: Porción de terreno compuesta de siete cuerdas y noventa y tres centésimas, equivalentes a tres hectáreas, once áreas, sesenta y ocho centiáreas y siete miliáreas, radicada en el Barrio de Llanos Costas del término municipal de Cabo Rojo, Puerto Rico, colindante: por el **NORTE,** con la parcela adjudicada a los herederos María Esther Manfredo y Luisa Plaza Camacho; por el **ESTE,** con terrenos de la Sucesión de Anino Rodríguez en una parte y con la parcela adjudicada a José Del Carmen Plaza Vélez, en otra parte; por el **SUR,** con terrenos de la Sucesión de José Graciliano Vélez; y por el **OESTE,** con el camino que conduce de Las Salinas de Cabo Rojo a las Salinas Candelarias.

ORIGEN REGISTRAL:

Se segrega de la finca número 2,367, inscrita al folio 110 del tomo 56 de Cabo Rojo.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Holdings, LLC**, cuya entidad lo adquirió por compraventa al Banco Popular de Puerto Rico, por el precio de $34,107.53 (así surge), mediante la escritura número 14, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante el notario José Alfredo Moreda Del Valle, finca número 4,851, inscripción 17a.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS

ii. Por sí está afecta a:

Hipoteca en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $42,634.41 (así surge), con intereses al 10.00% anual, vencedero a la presentación, constituida mediante la escritura número 18, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante la notario Yahira Caro Domínguez, e inscrita al tomo Karibe de Cabo Rojo, finca número 4,851, inscripción 18va., y última.

33 Calle Resolución, Suite 302
San Juan, PR 00920-2727
TEL: 787-707-7369
FAX: 787-782-6743

Continuación…
Finca número 4,851

LOS SIGUIENTES DOCUMENTOS SE ENCUENTRAN PRESENTADOS Y PENDIENTES DE DESPACHO:

1. AL ASIENTO 2022-051233-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 254, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a cancelar la hipoteca, por la suma de $42,634.41, según inscripción 18va relacionada.

   Se acompaña: Certificación del notario; Certificación de exención de la Compañía de Turismo.

2. AL ASIENTO 2022-051236-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 253, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Holdings, LLC, a vender esta y otras fincas a favor de Cabo Rojo Land Acquisition, LLC, por el precio de $1,450,000.00, respondiendo esta finca por la suma de $64,000.00.

   Se acompaña: Certificación de exención de la Compañía de Turismo; Certificación del notario, presentación telemática.

OBSERVACIÓN:

AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854, Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E.

Y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

Se describe la finca agrupada de la siguiente manera:

RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodríguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodríguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos."

Se acompaña: Certificación de exención de la Compañía de Turismo; Escritura número 563, corrección de cabida.

Notificado el día 2 de febrero de 2024.

Continuación…
Finca número 4,851

AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas, en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación, Escritura número 563, corrección de cabida.

Documento presentado bajo la finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

Se acompaña: Certificación del notario.

Documento presentado bajo la finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe.

NOTA: Esta Sección tiene establecido un sistema computadorizado de Bitácoras. No nos hacemos responsables por errores y/u omisiones que cometa el Empleado del Registro en la entrada y búsqueda de datos en el mismo.

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Continuación…
Finca número 4,851

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Capital Title Services, LLC.

POR: ***Ramón F. Gómez Marcos***
15 de marzo de 2024
SCG/anr/f

33 Calle Resolución, Suite 302
San Juan, PR 00920-2727
TEL: 787-707-7369
FAX: 787-782-6743

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,749

RE : **/ CABO ROJO LAND ACQUISITION LLC/**
CARMEN M. FONSECA/ HIPOTECARIO/

FINCA : Número 4,852, inscrito al folio 120 del tomo 160 de Cabo Rojo.
Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: Porción de terreno compuesta de siete cuerdas y noventa y tres centésimas, equivalentes a tres hectáreas, once áreas, sesenta y ocho centiáreas y siete miliáreas, radicada en el Barrio de Llanos Costas del término municipal de Cabo Rojo, Puerto Rico colindante: por el **NORTE,** con predio adjudicado a Nicolás Plaza Acosta; por el **ESTE,** con parcelas adjudicadas a José Del Carmen Plaza Vélez y Nicolás Plaza Acosta; por el **SUR,** con parcela adjudicada a Ema Rosalía, conocida por Emma Plaza Vélez; y por el **OESTE,** con el camino que conduce de Las Salinas de Cabo Rojo a las Salinas Candelarias.

ORIGEN REGISTRAL:

Se segrega de la finca número 2,367, inscrita al folio 110 del tomo 56 de Cabo Rojo.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Holdings, LLC**, cuya entidad lo adquirió por compraventa al Banco Popular de Puerto Rico, por el precio de $34,107.53 (así surge), mediante la escritura número 14, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante el notario José Alfredo Moreda Del Valle, finca número 4,852, inscripción 15ta.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS

ii. Por sí está afecta a:

Hipoteca en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $42,634.41 (así surge), con intereses al 10.00% anual, vencedero a la presentación, constituida mediante la escritura número 18, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante la notario Yahira Caro Domínguez, e inscrita al tomo Karibe de Cabo Rojo, finca número 4,852, inscripción 16ta., y última.

33 Calle Resolución, Suite 302
San Juan, PR 00920-2727
TEL: 787-707-7369
FAX: 787-782-6743

Continuación…
Finca número 4,852

LOS SIGUIENTES DOCUMENTOS SE ENCUENTRAN PRESENTADOS Y PENDIENTES DE DESPACHO:

1. AL ASIENTO 2022-051233-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 254, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a cancelar la hipoteca por la suma de $42,634.41, según inscripción 16ta relacionada.

   Se acompaña: Certificación del notario; Certificación de exención de la Compañía de Turismo.

2. AL ASIENTO 2022-051236-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 253, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Holdings, LLC, a vender esta y otras fincas a favor de Cabo Rojo Land Acquisition, LLC, por el precio de $1,450,000.00, respondiendo esta finca por la suma de $64,000.00.

   Se acompaña: Certificación de exención de la Compañía de Turismo.

OBSERVACIÓN:

AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854, Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E.

Y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

Se describe la finca agrupada de la siguiente manera:

RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodríguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodríguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos."

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Notificado el día 2 de febrero de 2024.

Continuación…
Finca número 4,852

AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas, en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Documento presentado bajo al finca número 28,334 de Cabo Rojo.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

Se acompaña: Certificación del notario.

Documento presentado bajo al finca número 28,334 de Cabo Rojo.

Notificado el día 2 de febrero de 2024.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe.

NOTA: Esta Sección tiene establecido un sistema computadorizado de Bitácoras. No nos hacemos responsables por errores y/u omisiones que cometa el Empleado del Registro en la entrada y búsqueda de datos en el mismo.

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Continuación…
Finca número 4,852

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Capital Title Services, LLC.

POR: ***Ramón F. Gómez Marcos***
15 de marzo de 2024
SCG/anr/f

33 Calle Resolución, Suite 302
San Juan, PR 00920-2727
TEL: 787-707-7369
FAX: 787-782-6743

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,750

RE : **/ CABO ROJO LAND ACQUISITION LLC/**
CARMEN M. FONSECA/ HIPOTECARIO/

FINCA : Número 4,853, inscrito al folio 127 del tomo 160 de Cabo Rojo.
Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: porción de terreno compuesta de quince cuerdas y ochenta y seis centésimas, equivalentes a seis hectáreas, veintitrés áreas, treinta y seis centiáreas y catorce miliáreas, radicada en el Barrio de Llanos Costas del término municipal de Cabo Rojo, Puerto Rico, colindante; por el **NORTE** y **OESTE,** con predio adjudicado a Nicolás Plaza Acosta; por el **ESTE,** con un camino; por el **SUR,** con parcela adjudicada a José Del Carmen Plaza Vélez.

ORIGEN REGISTRAL:

Se segrega de la finca número 2,367, inscrita al folio 110 del tomo 56 de Cabo Rojo.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Holdings, LLC**, cuya entidad lo adquirió por compraventa al Banco Popular de Puerto Rico, por el precio de $68,215.05 (así surge), mediante la escritura número 14, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante el notario José Alfredo Moreda Del Valle, finca número 4,853, inscripción 16ta.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS

ii. Por sí está afecta a:

Hipoteca en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $85,268.82 (así surge), con intereses al 10.00% anual, vencedero a la presentación, constituida mediante la escritura número 18, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante la notario Yahira Caro Domínguez, e inscrita al tomo Karibe de Cabo Rojo, finca número 4,853, inscripción 17ma., y última.

LOS SIGUIENTES DOCUMENTOS SE ENCUENTRAN PRESENTADOS Y PENDIENTES DE DESPACHO:

1. AL ASIENTO 2022-051233-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 254, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a cancelar la hipoteca por la suma de $85,268.82, según inscripción 17ta relacionada.

Continuación…
Finca número 4,853

Se acompaña: Certificación de exención de la Compañía de Turismo.

2. AL ASIENTO 2022-051236-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 253, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Holdings, LLC, a vender esta y otras fincas a favor de Cabo Rojo Land Acquisition, LLC, por el precio de $1,450,000.00, respondiendo esta finca por la suma de $128,000.00.

   Se acompaña: Certificación de exención de la Compañía de Turismo.

OBSERVACIÓN:

AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854, Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E.

Se describe la finca agrupada de la siguiente manera:

RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodriguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodriguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos."

Y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

Continuación…
Finca número 4,853

AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas, en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Documento presentado bajo al finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

Se acompaña: Certificación del notario.

Documento presentado bajo al finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe.

NOTA: Esta Sección tiene establecido un sistema computadorizado de Bitácoras. No nos hacemos responsables por errores y/u omisiones que cometa el Empleado del Registro en la entrada y búsqueda de datos en el mismo.

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Capital Title Services, LLC.

POR: *Ramón F. Gómez Marcos*
15 de marzo de 2024
SCG/anr/f

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,752

RE : **/ CABO ROJO LAND ACQUISITION LLC/ CARMEN M. FONSECA/ HIPOTECARIO/**

FINCA : Número 4,854, inscrito al folio 134 del tomo 160 de Cabo Rojo. Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: Porción de terreno compuesta de veintitrés cuerdas y setenta y nueve centésimas, equivalentes a nueve hectáreas, treinta y cinco áreas, cuatro centiáreas y veintiuna miliáreas, radicada en el Barrio de Llanos Costas del término municipal de Cabo Rojo, Puerto Rico, colindante: por el **NORTE,** con un predio adjudicado a Nicolás Plaza Acosta; por el **ESTE,** con dicho mismo predio y con Parcela de José Del Carmen Plaza Vélez; por el **SUR,** con terrenos de la Sucesión de José Graciliano Vélez; y por el **OESTE,** con el camino que conduce de las Salinas de Cabo Rojo a las Salinas Candelarias.

ORIGEN REGISTRAL:

Se segrega de la finca número 2,367, inscrita al folio 110 del tomo 56 de Cabo Rojo.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Holdings, LLC**, cuya entidad lo adquirió por compraventa al Banco Popular de Puerto Rico, por el precio de $102,322.57 (así surge), mediante la escritura número 14, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante el notario José Alfredo Moreda Del Valle, finca número 4,854, inscripción 16ta.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS

ii. Por sí está afecta a:

Hipoteca en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $127,903.23 (así surge), con intereses al 10.00% anual, vencedero a la presentación, constituida mediante la escritura número 18, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante la notario Yahira Caro Domínguez, e inscrita al tomo Karibe de Cabo Rojo, finca número 4,854, inscripción 17ma., y última.

33 Calle Resolución, Suite 302
San Juan, PR 00920-2727
TEL: 787-707-7369
FAX: 787-782-6743

Continuación…
Finca número 4,854

LOS SIGUIENTES DOCUMENTOS SE ENCUENTRAN PRESENTADOS Y PENDIENTES DE DESPACHO:

1. AL ASIENTO 2022-051233-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 254, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a cancelar la hipoteca por la suma de $127,903.23, según inscripción 17ta relacionada.

   Se acompaña:; Certificación de exención de la Compañía de Turismo.

2. AL ASIENTO 2022-051236-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 253, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Holdings, LLC, a vender esta y otras fincas a favor de Cabo Rojo Land Acquisition, LLC, por el precio de $1,450,000.00, respondiendo esta finca por la suma de $191,000.00.

   Se acompaña: Certificación de exención de la Compañía de Turismo.

OBSERVACIÓN:

AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854, Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E.

Y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

Se describe la finca agrupada de la siguiente manera:

RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodríguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodríguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos".

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

Continuación…
Finca número 4,854

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas, en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Documento presentado bajo al finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

Se acompaña: Certificación del notario.

Documento presentado bajo al finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe.

NOTA: Esta Sección tiene establecido un sistema computadorizado de Bitácoras. No nos hacemos responsables por errores y/u omisiones que cometa el Empleado del Registro en la entrada y búsqueda de datos en el mismo.

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Capital Title Services, LLC.

POR: *Ramón F. Gómez Marcos*
15 de marzo de 2024
SCG/anr/f

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,753

RE : **/ CABO ROJO LAND ACQUISITION LLC/**
CARMEN M. FONSECA/ HIPOTECARIO/

FINCA : Número 7,352, inscrito al folio 35 del tomo 246 de Cabo Rojo.
Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: Porción de terreno en el Barrio Boquerón del término Municipal de Cabo Rojo, Puerto Rico, marcado como el remanente en el plano de inscripción de una cabida superficial de 24107.2913 metros cuadrados. Colindante por el **NORTE**, con terrenos propiedad de Enrique Carlo Aymat y terrenos de la Sucesión de Francisco Padilla Vélez; por el **SUR**, con terrenos pertenecientes al solar "A" segregado en el plano de inscripción y con la Carretera 301; por el **ESTE**, con terrenos pertenecientes a Zenobia Ramírez Rodríguez; y por el **OESTE**, con terrenos pertenecientes a Willie T. Zajia, antes, hoy solares de varios dueños.

Este es el remanente de esta finca, según la escritura número 335, otorgada en Cabo Rojo, Puerto Rico, el día 1 de diciembre de 2004, ante el notario Rafael Doitteau Cruz, e inscrita al folio 172 del tomo 908 de Cabo Rojo, finca número 7,352, al margen de la inscripción 6ta.

ORIGEN REGISTRAL:

Se segrega de la finca número 4,523, inscrita al folio 136 del tomo 146 de Cabo Rojo.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **James Henry Cuevas, viudo,** quien lo adquirió por adjudicación y/o partición de bienes, de Peggy Lee Cuevas, Rick Cuevas, James Louis Cuevas Jr., Ron Cuevas y Jo-Ann Cuevas, con un valor de $200,000.00, mediante la escritura número 48, otorgada en Cabo Rojo, Puerto Rico, el día 25 de julio de 2019, ante la notario Ysis Doitteau Cofresí, finca número 7,352, inscripción 8va.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS

ii. Por sí está afecta a:

Servidumbre a favor de la Autoridad de Energía Eléctrica de Puerto Rico, constituida mediante Resolución, sobre Expropiación Forzosa, de fecha 2 de enero de 2007, expedida en el Tribunal de Primera Instancia, Sala Superior de San Juan, en el Caso Civil número KEF2006-0755, e inscrita al folio 172 del tomo 908 de Cabo Rojo, finca número 7,352, inscripción 6ta.

Continuación…
Finca número 7,352

OBSERVACIÓN:

AL ASIENTO 2019-068069-SG01 DEL SISTEMA KARIBE, se presentó el día 1 de julio del 2019, la escritura número 11, otorgada en Cabo Rojo, Puerto Rico, el día 8 de mayo del 2019, ante el notario Ysis Doitteau Cofresí, mediante la cual comparece James Cuevas, también conocido como Jaime Cuevas Cardoza, soltero, a vender la descrita propiedad a favor de Cabo Rojo Land Acquisition, LLC., por el precio de $350,000.00.

NOTA: Se describe un remanente de 23,670.701 metros cuadrados, luego de descontados 436.5903 metros cuadrados, del área ocupada por la servidumbre de la Inscripción tercera.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2019-068072-SG01 DEL SISTEMA KARIBE, se presentó el día 1 de julio del 2019, la escritura número 116, otorgada en San Juan, Puerto Rico, el día 10 de mayo del 2019, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparecen Cabo Rojo Land Acquisition, LLC., a constituir hipoteca en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $550,000.00, con intereses al 12% anual, vencedero a la presentación.

NOTA: Se describe la propiedad con una cabida de 23,670.701 metros cuadrados.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854, Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E.

Y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

Se describe la finca agrupada de la siguiente manera:

RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodríguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodríguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos."

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Notificado el día 2 de febrero de 2024.

Continuación…
Finca número 7,352

AL ASIENTO 2022-051237-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 255, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a cancelar la hipoteca, por la suma de $550,000.00, presentada al Asiento 2019-068072-SG01 y pendiente de ser certificada.

Se acompaña: Pagaré Cancelado;Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas (así surge), en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Documento presentado bajo la finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

Se acompaña: Certificación del notario.

Documento presentado bajo la finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe. (2:59 p.m.)

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Continuación…
Finca número 7,352

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Capital Title Services, LLC.

POR: ***Ramón F. Gómez Marcos***
15 de marzo de 2024
SCG/anr/f

33 Calle Resolución, Suite 302
San Juan, PR 00920-2727
TEL: 787-707-7369
FAX: 787-782-6743

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,735

RE : **/ CABO ROJO LAND ACQUISITION LLC/**
CARMEN M. FONSECA/ HIPOTECARIO/

FINCA : Número 28,334, inscrito al folio 196 del tomo 978 de Cabo Rojo. Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de 340.229880 cuerdas, equivalentes a 1,337,236.118 metros cuadrados. En lindes por el **NORTE**, con terrenos de F. Carrera & Hermanos y Enrique Carlo Aymat; por el **SUR**, con terrenos de Natalicio Irizarry, Laureano Rodríguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla; y por el **OESTE**, con terrenos de Natalicio Irizarry.

ORIGEN REGISTRAL:

Se formó por agrupación de las fincas números 13,974; 13,975; 13,976; 13,977; 13,978; 13,979; 13,980; 13,981; 13,982; 13,983; 13,984; 13,985; 13,986; 13,987; 13,988; 13,989; 13,990; 13,991; 13,992; 13,993; 13,994; 13,995; 13,996; 13,997; 13,998; 14000; 14,003; 14,004; 14,005; 14,006; 14,007; 14,008; 14,009; 14,010; 14,011; 14,012; 14,013; 14,014; 14,015; 14,016; 14,017; 14,022; 14,023; 14,024; 14,025; 14,026; 14,027; 14,028; 14,029; 14,030; 14,031; 14,032; 14,033; 14,034; 14,035; 14,036; 14,037; 14,038; 14,039; 14,040; 14,041; 14,042; 14,043; 14,049; 14,056 y 14,060, inscritas a los folios 1, 10, 20, 30, 40, 50, 60, 70, 80, 90, 100, 110, 120, 130, 140, 150, 160, 170, 180, 190, 200, 210, 220, 230, 240, 260, 290 de los tomos 399 de Cabo Rojo; los folios 1, 10, 20, 30, 40, 50, 60, 70, 80, 90, 100, 110, 120, 130, 180, 190, 200, 210, 220, 230, 240, 250, 260, 270, 280 y 290 del tomo 400 de Cabo Rojo; los folios 1, 10, 20, 30, 40, 50, 60, 70, 80, 90, 150 y 220 del tomo 401 de Cabo Rojo; y el folio 10 del tomo 402 de Cabo Rojo.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Acquisition, LLC.**, cuya entidad lo adquirió por compraventa a Villas de Bahía Boquerón Development Corporation, por el precio de $55,500,000.00, mediante la escritura número 245, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, finca número 28,334, inscripción 13ra.

GRAVÁMENES:

i. Por su procedencia está afecta a:

a. Servidumbre a favor de la Autoridad de Energía Eléctrica de Puerto Rico.

b. Condiciones restrictivas sobre edificación y uso:

Cuando inscriben las condiciones restrictivas el Registro hace la inscripción de la siguiente manera: (Uso como ejemplo la finca 13,974 la cual le acompaño) "Se constituyen condiciones restrictivas sobre 89 fincas sobre el Proyecto Mont Carlos States, (De la agrupación solo surgen 66 fincas), según documento otorgado en la ciudad de Fort

Continuación…
Finca número 28,334

Lauderdale del Estado de la Florida, Condado de Broward, el día 29 de octubre de 1984, ante la notaría Marilyn V. Semora, protocolizado mediante la escritura número 22, otorgada en San Juan, Puerto Rico, el día 2 de noviembre de 1984, ante el notario Jaime Aponte Parsi, e inscrita al margen del folio 1 del tomo 399 de Cabo Rojo".

Dichas condiciones aparecen expresamente **canceladas en todas las fincas excepto** las fincas 13,988; 14,009; 14,010; 14,011; 14,012; 14,013; 14,014; 14,015; 14,016; 14,017; 14,049; 14,056 y 14,060. La nota de cancelación la redactan de la siguiente manera:

"Canceladas las anteriores condiciones mediante la escritura número 13, otorgada en San Juan, Puerto Rico, el día 10 de abril de 1190, ante la notario Rosa M. Lázaro San Miguel, enmendada por la escritura número 17, otorgada en Boquerón, Puerto Rico, el día 22 de mayo de 1991, tomándose razón al margen del folio 9 del tomo 399 de Cabo Rojo, firmada dicha cancelación el 1 de junio de 1993".

Entendemos que en las fincas 13,988; 14,049; 14,056 y 14,060 aun cuando se redactó la misma escritura del mismo año y ante el mismo notario, no se expresó claramente que fueran canceladas en esa finca. Es de nuestra opinión que el técnico mal interpretó la escritura y por ende redacto la nota marginal incompleta y distinta en esas cuatro fincas.

ii. Por sí está:

LIBRE DE CARGAS.

OBSERVACIÓN:

AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré a favor del Portador, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas, en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

Se acompaña: Certificación del notario; Certificación de exención Compañía de Turismo.

Notificado el día 5 de febrero de 2024.

Continuación…
Finca número 28,334

AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

Se acompaña: Certificación del notario.

Notificado el día 5 de febrero de 2024.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe. (9:23 a.m.)

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Capital Title Services, LLC.

POR: *Ramón F. Gómez Marcos*
15 de marzo de 2024
MRF/anr/f

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,738

RE : **/ CABO ROJO LAND ACQUISITION LLC/**
CARMEN M. FONSECA/ HIPOTECARIO/

FINCA : Número 32,623, inscrito al folio 112 del tomo 958 de Cabo Rojo.
Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RUSTICA: Parcela de terreno marcada como Parcela A-2 en el Plano de Inscripción, radicado en el Barrio Boquerón del término Municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de 191,723.2027 metros cuadrados, equivalentes a 48.7796 cuerdas y que colinda por el **NORTE**, del punto 205 al 92 en 188.4471 metros lineales con el remanente de la finca principal de la cual se segrega; por el **SUR**, del punto 85 al 89 en 5.7624 metros lineales con propiedad de Antonio Fas Alzamora; del punto 114 al 115 en 83.8607 metros lineales, del punto 115 al 116 en 78.3548 metros lineales, del punto 116 al 117 en 75.2163 metros lineales con propiedad de Antonio Fas Alzamora; por el **ESTE**, del punto 92 al 203 en 24.8073 metros lineales, con un camino vecinal, del punto 203 al 85 en 9.7034 metros lineales, con un camino vecinal del punto 89 al 90 en 10.4731 metros lineales, del punto 90 al 99 en 88.9976 metros lineales, del punto 99 al 100 en 87.0714 metros lineales, del punto 100 al 101 en 59.0273 metros lineales, del punto 101 al 102 en 43.1210 metros lineales, del punto 102 al 104 en 74.4833 metros lineales, del punto 104 al 106 en 110.3996 metros lineales, del punto 106 al 107 en 56.4148 metros lineales, del punto 107 al 108 en 138.2144 metros lineales, del punto 108 al 109 en 23.9005 metros lineales, del punto 109 al 111 en 88.1918 metros lineales, del punto 111 al 112 en 142.0623 metros lineales, del punto 112 al 114 en 76.6225 metros lineales, con propiedad de Antonio Fas Alzamora; y por el **OESTE**, del punto 117 al 205 en 1,136.7292 metros lineales, con el remanente de la finca principal de la cual se segrega.

ORIGEN REGISTRAL:

Se segrega de la finca número 32,622, inscrita al folio 109 del tomo 958 de Cabo Rojo.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Acquisition, LLC.**, cuya entidad lo adquirió por compraventa a Puerto Rico Land & Fruit, S.E., por el precio de $1,400,000.00, mediante la escritura 251, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, finca número 32,623, inscripción 6ta.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS

33 Calle Resolución, Suite 302
San Juan, PR 00920-2727
TEL: 787-707-7369
FAX: 787-782-6743

Continuación…
Finca número 32,623

ii. Por sí está afecta a:

Hipoteca en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $700,000.00, con intereses al 8% anual, a pagar en 7 pagos de $100,000.00 cada uno, vencedero en los meses 6, 12, 18, 24, 30, 36 y 42 de la fecha de este otorgamiento, respectivamente, constituida mediante la escritura número 8, otorgada en San Juan, Puerto Rico, el día 10 de octubre de 2008, ante el notario Fernando E. Agrait Betancourt, e inscrita al folio 113 del tomo 958 de Cabo Rojo, finca número 32,623, inscripción 5ta.

OBSERVACIÓN:

1. AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854, Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E.

   Y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

   Se describe la finca agrupada de la siguiente manera:

   RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodriguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodriguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos."

   Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

   Notificado el 2 de febrero de 2024. Falta: Impedida por Asiento previo.

2. AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

   Se acompaña: Certificación de exención de la Compañía de Turismo.

   Notificado el 2 de febrero de 2024. Falta: Impedida por Asiento previo.

33 Calle Resolución, Suite 302
San Juan, PR 00920-2727
TEL: 787-707-7369
FAX: 787-782-6743

Continuación…
Finca número 32,623

3. AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas, en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

   Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

   Notificado el 5 de febrero de 2024.

4. AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

   Se acompaña: Certificación del notario.

   Notificado el 5 de febrero de 2024.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe. 9:02am.

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Capital Title Services, LLC.

POR: *Ramón F. Gómez Marcos*
15 de marzo de 2024
MRF/gps/f

MORELL · CARTAGENA · DAPENA

JORGE ANTONIO MORALES CORDERO

Plaza 273 Suite 700
273 Ponce de León
San Juan, PR 00917-1934
787-723-1233; 787-729-1974
jorge.morales@mbcdlaw.com

CERTIFIED COPY OF DEED NUMBER TWENTY (20)

PURCHASE AND SALE

EXECUTED IN SAN JUAN, PUERTO RICO
ON MAY 10, 2024

BEFORE:

JORGE ANTONIO MORALES CORDERO

BY:

BAHIA BONITA, INC.

("SELLER")

AND

CABO ROJO LAND ACQUISITION LLC

("BUYER")

----------**DEED NUMBER TWENTY (20)** ----------

----------**PURCHASE AND SALE** ----------

---In San Juan, Puerto Rico, on this tenth (10th) day of May, two thousand twenty-four (2024) ----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with offices and residence in San Juan, Puerto Rico,----------

----------**APPEAR** ----------

---AS THE PARTY OF THE FIRST PART: **BAHIA BONITA, INC.** (hereinafter, "Seller"), a corporation organized, existing and in good standing under the laws of the Commonwealth of Puerto Rico, represented herein by PEMARIS GONZÁLEZ SUÁREZ, of legal age, single, property owner and resident of Cabo Rojo, Puerto Rico, whose authority to represent Seller in this Deed arises from a Certificate of Resolution executed by Illianedmaris Vega González, Assistant Secretary of Seller, on April four (4), two thousand twenty-four (2024), under Affidavit number four thousand six hundred sixteen (4,616) of Notary María del Rosario Pujol Thompson.----------

---I, the Notary, hereby certify that I have examined the aforesaid Certificate of Resolution of Seller and that it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law, to authorize Ms. González Suárez to appear herein on behalf of Seller.-------

---AS THE PARTY OF THE SECOND PART: **CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "Buyer"), a limited liability company organized, existing and in good standing under the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, GLADYS OMAYRA FONTÁNEZ REYES, who is of legal age, single, attorney at law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this Deed arises from a

JORGE A. MORALES CORDERO ABOGADO NOTARIO

Certificate of Resolution of Buyer signed by Eileen Sawyer, as Manager of Buyer, on May two (2), two thousand twenty-four (2024), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engines of the Department of State and the Office of Information Technology Services of the State of New York. I further certify that I have examined the aforesaid Certificate of Resolution of Buyer and that it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law, to authorize Ms. Fontánez-Reyes to appear herein on behalf of Buyer. ---I, the Notary, do hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily----------

----------**STATE AND AGREE**----------

---**FIRST:** Seller is the owner in fee simple title ("*pleno dominio*"), and has the possession of the two (2) parcels of land described in the Spanish language as follows (hereinafter, collectively referred to as the "Property"): ----------

----------**PARCEL ONE**----------

---*"RÚSTICA: Parcela marcada con el número treinta y cuatro (34) del Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida de cinco cuerdas (5.0000 cdas.) equivalentes a una (1) hectárea, noventa y seis (96) áreas, y sesenta (60) centiáreas. En lindes, por el NORTE, con las parcelas número veinte (20) y veintiuno (21) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela; por el SUR, con la parcela número treinta y cinco (35) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela; por el ESTE, con la parcela número ciento diez (110) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela; y por el OESTE, con las parcelas número veintidós (22) y veintitrés (23) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela."* ----------

---Parcel One is recorded at page 265 of volume 509 of Cabo Rojo,

JORGE A. MORALES CORDERO ABOGADO NOTARIO

Section of San Germán of the Registry of Property of Puerto Rico (the "Registry"), Property Number 18,786. ----------

---The tax identification number ("*número de catastro*") assigned to Parcel One by the Municipal Revenues Collection Center ("CRIM") is 402-019-327-68-000. ----------

---Parcel One was acquired by Seller pursuant to Deed Number Fifty-Eight (58), executed in Mayagüez, Puerto Rico, on April six (6), two thousand four (2004) before Notary Luis Roberto Santos, recorded at the Registry at Page 127 of Volume 841 of Cabo Rojo, fourth (4th) inscription.

----------LIENS AND ENCUMBRANCES OF PARCEL ONE ----------

---By its origin, Parcel One is free of liens and encumbrances. ----------

---By itself, Parcel One is subject to: ----------

----(A) Restrictive Conditions constituted pursuant to Deed Number One Hundred Thirty-Three (133), executed in Mayagüez, Puerto Rico, on November twenty (20) two thousand three (2003), before Notary Luis Roberto Santos, recorded at page 127 of volume 841 of Cabo Rojo, third (3rd) inscription (hereinafter, the "Permitted Encumbrance"). ----------

----(B) Mortgage to guarantee a promissory note payable to the order of the bearer, in the principal sum of One Million Five Hundred Seventy-One Thousand Four Hundred Twenty-Eight Dollars and fifty-four cents ($1,571,428.54), of which One Hundred Forty-Two Thousand Eight Hundred Fifty-Seven Dollars and fourteen cents ($142,857.14) are allocated to Parcel One, with no interest, payable on demand, constituted under Deed Number Fifty-Nine (59) executed in Mayagüez, Puerto Rico, on April six (6) two thousand four (2004), before Notary Luis Roberto Santos, recorded at page 127 of volume 841 of Cabo Rojo, fifth (5th) inscription. ----------

---The foregoing mortgage has been cancelled, as to Parcel One, pursuant to Deed Number Twenty-Two (22), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol-Thompson on May ten

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

(10), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ----------

----------**PARCEL TWO**----------

---"***RUSTICA***: *Parcela número cuarenta y siete (47) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas, y sesenta (60) centiáreas y en lindes por el NORTE, con la parcela número cuarenta y seis (46) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número veinte (20) y servidumbre de paso de diez (10) metros de ancho de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número cincuenta y ocho (58) y servidumbre de paso de diez (10) metros de ancho de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número nueve (9) y servidumbre de paso de diez (10) metros de ancho de los cuales cinco (5) pertenecen a esta parcela."* ----------

---Parcel Two is recorded at the Registry at page 19 of volume 510 of Cabo Rojo, Property Number 18,795. ----------

---The tax identification number ("*número de catastro*") assigned by the Municipal Revenues Collection Center ("CRIM") to the master parcel from which Parcel Two was segregated is 402-019-327-67-000. ----------

---Parcel Two was acquired by Seller pursuant to Deed Number Fifty-Eight (58), executed in Mayagüez, Puerto Rico, on April six (6), two thousand four (2004) before Notary Luis Roberto Santos, recorded at the Registry at Page 184 of Volume 841 of Cabo Rojo, fourth (4th) inscription.

----------LIENS AND ENCUMBRANCES OF PARCEL TWO ---------

---By its origin, Parcel Two is free of liens and encumbrances. ----------

---By itself, Parcel Two is subject to: ----------

----(A) The Permitted Encumbrance, constituted as stated above, recorded as to Parcel Two, at page 184 of volume 841 of Cabo Rojo, third (3rd) inscription. ----------

----(B) Mortgage to guarantee a promissory note payable to the order of the bearer, in the principal sum of One Million Five Hundred Seventy-One Thousand Four Hundred Twenty-Eight Dollars and fifty-four cents ($1,571,428.54), of which One Hundred Forty-Two Thousand Eight Hundred Fifty-Seven Dollars and fourteen cents ($142,857.14) are

JORGE A. MORALES CORDERO ABOGADO NOTARIO

allocated to Parcel Two, with no interest, payable on demand, constituted under Deed Number Fifty-Nine (59) executed in Mayagüez, Puerto Rico, on April six (6) two thousand four (2004), before Notary Luis Roberto Santos, recorded at page 184 of volume 841 of Cabo Rojo, fifth (5th) inscription. ----------

---The foregoing mortgage has been cancelled, as to Parcel Two, pursuant to Deed Number Twenty-Two (22), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol-Thompson on May ten (10), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ----------

---**SECOND:** Seller granted to Buyer an option to purchase the Property, pursuant to an instrument titled *Contrato de Promesa Recíproca de Compraventa* executed on October two (2), two thousand twenty-three (2023) (the "Purchase Agreement"). ----------

----------**PURCHASE AND SALE** ----------

---**THIRD:** As contemplated in the Purchase Agreement, Seller hereby sells, conveys and transfers fee simple title ("*pleno dominio*") to the Property and the possession thereof to Buyer, and Buyer hereby purchases from Seller fee simple title to the Property and the possession thereof, in accordance with the following ----------

----------**TERMS AND CONDITIONS** ----------

-----One: The aggregate purchase price of the Property is the lump sum of **ONE MILLION SIX HUNDRED THOUSAND DOLLARS ($1,600,000)** (hereinafter, the "Purchase Price"), of which (i) the sum of EIGHT HUNDRED THOUSAND DOLLARS ($800,000) is allocated to Parcel One; and (ii) the sum of EIGHT HUNDRED THOUSAND DOLLARS ($800,000) is allocated to Parcel Two. ----------

-----Two: The Purchase Price has been paid by Buyer as follows: ---------

------(A) The sum of FORTY THOUSAND DOLLARS ($40,000) was paid by Buyer to Seller concurrently with the execution of the Purchase

JORGE A. MORALES CORDERO ABOGADO NOTARIO

Agreement, which amount has been credited in its entirety to the Purchase Price on this date. ----------

------(B) Concurrently with the execution of this Deed, Buyer has delivered to Seller the sum of SEVEN HUNDRED THIRTY THOUSAND DOLLARS ($730,000), which amount has been credited in its entirety to the Purchase Price on this date. Said sum has been paid by Buyer to Seller by wire transfer or manager's check to the order of Seller and Seller hereby acknowledges receipt thereof in form and substance acceptable to Buyer. ----------

---After crediting the aforementioned sum to the Purchase Price, the balance of the Purchase Price is reduced to the sum of EIGHT HUNDRED THIRTY THOUSAND DOLLARS ($830,000) (hereinafter, the "Deferred Purchase Price"). ----------



------(C) The Deferred Purchase Price shall be evidenced by a mortgage note (hereinafter the "Mortgage Note") issued on this same date by Buyer in the principal sum of EIGHT HUNDRED THIRTY THOUSAND DOLLARS ($830,000), with interest per annum at the rate of five percent (5%), to be paid on a semi-annual basis, payable in two (2) installments of FOUR HUNDRED FIFTEEN THOUSAND DOLLARS ($415,000) each, the first maturing six (6) months after the execution of this Deed, and the second maturing one (1) year after the execution hereof. Said installments may be partially or totally paid in advance, at any time, without penalty, provided all partial payments in advance are applied first, to the interest then owed up to the date of the advanced payment, and the balance of the advanced payment after said interest, will be applied to the principal installment(s), in order of maturity.----------

---The Mortgage Note will be guaranteed by a first mortgage over the Property, in the principal sum of EIGHT HUNDRED THIRTY THOUSAND DOLLARS ($830,000), which will be constituted concurrently with the execution hereof. The mortgage lien will be

distributed among each of the parcels constituting the Property as follows: (i) Parcel One: Four Hundred Fifteen Thousand Dollars ($415,000); and -(ii) Parcel Two: Four Hundred Fifteen Thousand Dollars ($415,000). -----Three: This Deed entitles Buyer to the immediate possession of the Property, without any additional formality, document or request.----------Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of Seller and, thereafter, for the account of Buyer. ----------Five: Seller hereby delivers to Buyer fee simple title ("*pleno dominio*") to the Property, vacant and free and clear of liens, encumbrances or defects, subject only to the Permitted Encumbrance. ----Six: Buyer specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) Seller hereby sells and Buyer hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, vacant and free of liens and encumbrances, excepting the Permitted Encumbrance, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from Seller or any of Seller's agents employees, members, representatives, attorneys or brokers (each such party a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by Seller to Buyer. Buyer further acknowledges and agrees that Seller is under no duty to make any inquiry regarding any matter that may or may not be known to Seller or any Seller Affiliate. Upon execution of this Deed, Buyer shall assume the risk of adverse matters relating to adverse investigations, and Buyer, upon execution of this Deed, shall be deemed to have waived, relinquished and released Seller and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which Buyer



might have asserted or alleged or may assert or allege in the future against Seller or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution of this Deed.----------

-----Seven: Seller represents and warrants to Buyer that, to the best of Seller's knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances. ----------

-----Eight: The notarial fees, stamps on the original, stamps on the first certified copy and recording rights of this Deed in the Registry will be paid by Buyer. ----------

---**FOURTH**: This Deed will be interpreted in accordance with the laws of Puerto Rico and governed by them. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of the Commonwealth of Puerto Rico in the event of any litigation pursuant to this Deed. ----------

---**FIFTH**: All notices to the parties pursuant to this Deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

----TO SELLER: ----------

------Physical:----------

------1 Calle Guajanas ----------
------Urbanización Villa Georgetti ----------
------Barceloneta, PR 00617 ----------

------Postal:----------

------PO Box 981 Barceloneta, PR 00617 ----------
------Attention: Illianedmaris Vega----------
------Electronic Mail: illianedmaris.vega@upr.edu ----------

----TO BUYER:

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------Cabo Rojo Land Acquisition LLC ----------
------Edificio Ochoa ----------
------500 Calle de la Tanca, Suite 514 ----------
------San Juan, PR 00901----------
------Attention: Eileen Sawyer ----------

----With a copy to: ----------

------250 Avenida Muñoz Rivera, Suite 440 ----------
------San Juan, PR 00918----------
------Attention: Roberto Ruiz ----------
------Electronic Mail: roberto.ruiz@ccgc.com.do ----------

---**SIXTH**: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

---**SEVENTH**: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the rest of this Deed will continue in full force and effect. -

---**EIGHTH**: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver whichever documents or instruments, public or private, necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any rectification deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of Buyer, except that each party shall bear the fees of their respective counsel. ------

---**NINTH**: The Notary advises Buyer as to the importance of filing the corresponding Change of Ownership Application at the CRIM, and to obtain before the execution of this Deed, a certification indicating whether the Property owes any sums related to property taxes. Under applicable law, Buyer is responsible for filing at the CRIM the corresponding application for Change of Ownership within thirty (30) days from the execution hereof. Buyer hereby declares that it is fully aware of the above-mentioned obligations and releases the authorizing Notary from this

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responsibility.----------

----------**RATIFICATION AND WARNINGS**----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ---------

-----(A) the meaning and legal effects of the execution of this Deed;-------

-----(B) the fact that this Deed was prepared in reliance to title abstracts prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions in such title abstracts. Said title abstracts were prepared by Capital Title Services Inc. and are dated April seventeen (17), two thousand twenty-four (2024); ----------

-----(C) that after the date of such title abstract and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry as of the date of the title abstract; ----------

-----(D) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification;----------

-----(E) of the right of the Buyer to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights; ----------

-----(F) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation,

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the provisions contained in 23 L.P.R.A. §225, et. seq.; ----------

-----(G) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property;----------

-----(H) of the importance of recording a copy of this deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this deed is not recorded at the Registry; ----------

-----(I) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property; ----------

-----(J) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations; ----------

-----(K) that the undersigned Notary has the obligation to file an Informative Return before the Puerto Rico Treasury Department ("Planilla Informativa Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles") and the consequences to the Seller of such filing;-----

-----(L) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 et seq., is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Sellers, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions

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of the aforementioned federal statute. Copies of these documents must be retained by Seller and his agent, if any, for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed; and----------

-----(M) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by affixing their initials on each page they attest as to their reading, understanding and acceptance of its contents. ----------

----------**READING, ACCEPTANCE AND EXECUTION** ---------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their initials on each page thereof. ----------

---As to everything stated or contained in this instrument, I the Notary, hereby **ATTEST**. ----------

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---Signed, sealed, marked and flourished by the authorizing Notary, Jorge Antonio Morales Cordero. ----------

---Therein also appear the signature of the appearing parties and their initials on the margin of each page. The corresponding internal revenue stamps, legal assistant stamps and the notarial tax stamp are adhered thereon. ----------

---I, the Notary, CERTIFY that the foregoing is a true and exact copy of Deed Number Twenty (20), which contains twelve (12) pages (*folios*), the original of which forms part of my protocol of public instruments for the year two thousand twenty-four (2024). ----------

---IN WITNESS WHEREOF, and to deliver to Cabo Rojo Land Acquisition LLC, I issue the first certified copy, which I sign, seal, mark and flourish in San Juan, Puerto Rico, on May ten (10), two thousand twenty-four (2024). ----------

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

NOTARY







DEPARTAMENTO *de* JUSTICIA
ESTADO LIBRE ASOCIADO DE PUERTO RICO

CERTIFICACIÓN DEL NOTARIO QUE PRESENTA DOCUMENTO EN EL REGISTRO DE LA PROPIEDAD INMOBILIARIA DE PUERTO RICO POR LA VÍA TELEMÁTICA

CERTIFICO: Que la copia en formato PDF de la Escritura Núm. Veinte (20) sobre "Purchase and Sale", autorizada por mí en San Juan el diez (10) de mayo de dos mil veinticuatro (2024), que estoy presentando en esta fecha en el Registro de la Propiedad, es una copia fiel y exacta de la copia certificada de dicha escritura.

En San Juan, Puerto Rico, hoy catorce (14) de mayo de dos mil veinticuatro (2024).

JORGE A. MORALES CORDERO
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Notario

MORELL • CARTAGENA • DAPENA

JORGE ANTONIO MORALES CORDERO

Plaza 273 Suite 700
273 Ponce de León
San Juan, PR 00917-1934
787-723-1233; 787-729-1974
jorge.morales@mbcdlaw.com

CERTIFIED COPY OF DEED NUMBER TWO (2)

PURCHASE AND SALE

EXECUTED IN SAN JUAN, PUERTO RICO
ON MARCH 24, 2023

BEFORE:

JORGE ANTONIO MORALES CORDERO

BY:

BOQUERÓN WARD, LLC
(SELLER);

CABO ROJO LAND ACQUISITION LLC
(BUYER);

JOSÉ ENRIQUE PÉREZ CRUZ
(BUYER'S BROKER);

AND

EUGENIO SUÁREZ RIVERA
(SELLER'S BROKER)

----------**DEED NUMBER TWO (2)** ----------

----------**PURCHASE AND SALE**----------

---In the Municipality of San Juan, Commonwealth of Puerto Rico, on this twenty-fourth (24th) day of March, two thousand twenty-three (2023). ---

---------- **BEFORE ME**----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with offices and residence in San Juan, Puerto Rico. ----------

---------- **APPEAR** ----------

---**AS THE PARTY OF THE FIRST PART: BOQUERÓN WARD, LLC** (hereinafter referred to as "SELLER"), a limited liability company organized, existing and in good standing in accordance with the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, José A. Díaz-Brugueras, of legal age, single, attorney and resident of San Juan, Puerto Rico, and whose authority to represent SELLER in this public deed arises from that certain Certificate of Resolutions of Boquerón Ward, LLC, executed by Eldad Israel, in his capacity as Secretary of Boquerón Ward, LLC, on March twenty-one (21) two thousand twenty-three (2023), in Palm Beach, Florida, before Notary Public James Jean Charles. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of Notary Public James Jean Charles through the search engine of the Department of State of the State of Florida. I further certify that I have examined the original of the aforesaid Certificate of Resolutions of Boquerón Ward, LLC, and that, in my opinion, it is adequate and sufficient, and complies with all legal requirements needed to authorize Mr. Díaz-Brugueras to appear herein on behalf of SELLER. ----------

---**AS THE PARTY OF THE SECOND PART: CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "BUYER"), a limited liability company organized, existing and in good standing in accordance with the laws of the State of Delaware, United States of America,

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represented herein by its Authorized Representative, Gladys Omayra Fontánez Reyes, who is of legal age, single, attorney at law and resident of San Juan, Puerto Rico, and whose authority to represent BUYER in this public deed arises from the Certificate of Resolution of BUYER, signed by Eileen Sawyer, as Manager of BUYER, on March eleven (11), two thousand twenty three (2023), in New York, New York, before Notary Public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of Notary Public Eric Orenstein through the search engine of the Department of State of the State of New York. I further certify that I have examined the original of the aforesaid Certificate of Resolution of Cabo Rojo Land Acquisition LLC, and that, in my opinion, it is adequate and sufficient, and complies with all legal requirements needed to authorize Ms. Fontánez Reyes to appear herein on behalf of BUYER. ----------



---**AS THE PARTY OF THE THIRD PART: JOSÉ ENRIQUE PÉREZ CRUZ,** also known as José E. Pérez (hereinafter referred to as "BUYER's BROKER"), who is of legal age, married, real estate broker and resident of Bayamón, Puerto Rico; and----------

---**AS THE PARTY OF THE FOURTH PART: EUGENIO SUÁREZ RIVERA** (hereinafter referred to as "SELLER's BROKER"), who is of legal age, single, real estate broker and resident of Cabo Rojo, Puerto Rico.----------

---I, the Notary, do hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgement they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily, ----------

----------**STATE AND AGREE** ----------

---**FIRST:** SELLER is the sole owner of fee simple title ("*pleno dominio*") and has the possession of the parcel of land described in the Spanish language, in the San Germán Section of the Registry of the

Property of Puerto Rico (the "Registry") as follows, hereinafter referred to as the "Property":----------

---**"RUSTICA:** Parcela marcada con el número setenta y cuatro (74), radicada en el Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida de quince mil quinientos cincuenta y cinco punto mil novecientos cincuenta y tres (15,555.1953) metros cuadrados. En linderos: por el NORTE, en tres (3) alineaciones de cinco punto ochocientos setenta y cuatro (5.874) metros, veintisiete punto setecientos diecisiete (27.717) metros y treinta y dos punto novecientos sesenta (32.960) metros, con área de uso público a dedicarse a zona marítimo terrestre y en treinta y cuatro punto novecientos setenta y dos (34.972) metros, con el solar marcado número uno (1) en el plano de inscripción; por el SUR, en dos (2) alineaciones de cincuenta punto seiscientos ochenta y cuatro (50.684) metros y cincuenta punto seiscientos noventa (50.690) metros con terrenos de otros dueños; por el ESTE, en dos (2) alineaciones de setenta y siete punto quinientos treinta y siete (77.537) metros y ciento dieciséis punto cuatrocientos noventa y nueve (116.499) metros, con la parcela número setenta y cinco (75), propiedad de Quinino Merino Pedroso; y por el OESTE, en una (1) alineación de setenta y siete punto quinientos treinta y siete (77.537) metros, con parcela número cuarenta y dos (42) de Enrique Carlo Aymat y en ciento catorce punto ciento veintinueve (114.129) metros, con el solar marcado número uno (1) en el plano de inscripción."----------

---The Property is identified in the Registry as property number 31,178, recorded at page 151 of volume 916 of Cabo Rojo, Section of San Germán of the Registry.----------

---The Property was acquired by SELLER through deed number seven (7), executed in San Juan, Puerto Rico, on March three (3), two thousand six (2006), before notary public Jaime R. Berríos, recorded at the overleaf of page 151 of volume 916 of Cabo Rojo, Section of San Germán of the Registry, third (3rd) inscription. ----------

---The real property tax identification numbers ("números de catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to the Property are:----------

-----(i) Four hundred two dash zero zero seven dash three hundred twenty-seven dash zero two dash zero zero zero (402-007-327-02-000);----------

-----(ii) Four hundred two dash zero zero seven dash three hundred twenty-seven dash zero three dash zero zero zero (402-007-327-03-000);

-----(iii) Four hundred two dash zero zero seven dash three hundred twenty-seven dash zero four dash zero zero zero (402-007-327-04-000); and----------

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-----(iv) Four hundred two dash zero zero seven dash three hundred twenty-seven dash zero five dash zero zero zero (402-007-327-05-000);

---By itself, the Property is free and clear of liens and encumbrances. By its origin, the Property is subject to the following liens and encumbrances, which shall be considered permitted encumbrances for purposes of this public deed: ----------

-----A. Restrictive covenants of edification and use. ----------

-----B. Three (3) right of way easements. ----------

---**SECOND:** On February three (3), two thousand twenty-three (2023), SELLER granted to BUYER's affiliate, PR INVESTCO LLC ("PR Investco"), an option to purchase the Property, pursuant to an Option Agreement (the "Option Agreement") executed on said date. The parties hereto acknowledge and agree that PR Investco has assigned to BUYER all of its rights and obligations under the Option Agreement, and that BUYER is the permitted assignee and successor of PR Investco thereunder.----------



----------**PURCHASE AND SALE** ----------

---**THIRD:** In accordance with the Option Agreement, SELLER hereby sells, conveys and transfers fee simple title ("*pleno dominio*") to the Property and the possession thereof to BUYER, and BUYER hereby purchases from SELLER fee simple title ("*pleno dominio*") to the Property and the possession thereof, in accordance with the following---

----------**TERMS AND CONDITIONS**----------

-----**One:** The purchase price of the Property is the lump sum of ONE MILLION FIVE HUNDRED THOUSAND DOLLARS ($1,500,000.00) (hereinafter the "Purchase Price"). The Purchase Price is not subject or conditioned to an appraisal report, and the SELLER shall have no obligation to adjust or reduce the Purchase Price as a result of any appraisal report(s) obtained by BUYER or anybody else.----------

-----**Two:** The Purchase Price is payable as follows:----------

----------A. The sum of ONE HUNDRED FIFTY THOUSAND

DOLLARS ($150,000.00) was paid by BUYER to SELLER's BROKER simultaneously with the execution of the Option Agreement, and has been paid by SELLER's BROKER to SELLER simultaneously with the execution of this public deed. SELLER hereby acknowledges receipt of said sum in form and substance acceptable to SELLER. ----------

----------B. The sum of ONE MILLION THREE HUNDRED FIFTY THOUSAND DOLLARS ($1,350,000.00) has been paid by BUYER to SELLER simultaneously with the execution of this public deed, and SELLER hereby acknowledges receipt thereof in form and substance acceptable to BUYER.----------

---**Three:** This public deed entitles BUYER to the immediate possession of the Property, without any additional formality, document or request. -

---**Four:** All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of SELLER and, thereafter, those corresponding exclusively to any period after this date, are for the account of BUYER. ----------

---**Five:** SELLER hereby delivers to BUYER fee simple title ("pleno dominio") to the Property, vacant, and free and clear of liens, encumbrances or defects, "as is, where is", subject only to the restrictive covenants and rights of way mentioned in paragraph FIRST of this public deed. ----------

---**Six:** BUYER specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) SELLER hereby sells and BUYER hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) BUYER is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from SELLER or any of SELLER's agents employees, members, representatives, attorneys or brokers (each such party a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the

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Property provided by SELLER to BUYER (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof (including, without limitation, structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities, electrical, mechanical HVAC, plumbing, sewage, and utility systems, facilities, and appliances, soils, geology, and groundwater); (b) the dimensions, area, and lot size of the Property and the square footage of the buildings or improvements located thereon, if any, or of any tenant space therein; (c) the development or income potential, or rights of or relating to, the Property or the Property's use, habitability, merchantability, or fitness, or the suitability, value, or adequacy of the Property for any particular purpose, (d) the zoning of the Property or any other public or private restrictions on the use of the Property unknown to SELLER, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of Buyer or any other person to obtain any necessary governmental approvals, licenses, or permits for BUYER's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters regarding the operation of the Property. BUYER expressly acknowledges and agrees that BUYER is not relying on any representation or warranty of SELLER or any Seller Affiliate, whether implied, presumed or expressly provided at law or otherwise, arising by virtue of any statute, common law, or other legally binding right or remedy in favor of BUYER. BUYER further acknowledges and agrees that SELLER is under no duty to make any

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inquiry regarding any matter that may or may not be known to SELLER or any Seller Affiliate. Upon execution of this public deed, BUYER shall assume the risk of adverse matters relating to adverse investigations, and BUYER, upon execution of this public deed, shall be deemed to have waived, relinquished and released SELLER and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), unknown to SELLER, which BUYER might have asserted or alleged or may assert or allege in the future against SELLER or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution this public deed.----------



---**Seven:** The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of this public deed will be paid by BUYER.----------

---**Eight:** This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of the Commonwealth of Puerto Rico in the event of any litigation pursuant to this public deed. ----------

---**Nine:** All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties: ----------

----------TO SELLER: ----------
----------BOQUERÓN WARD, LLC ----------
----------619 Fort Lauderdale Beach Boulevard----------
----------Fort Lauderdale, Florida 33304 ----------
----------Electronic Mail: eddie.israel@gmail.com ----------
----------with a copy to: ----------
----------FERRAIUOLI LLC----------
----------PO Box 195168----------
----------San Juan, Puerto Rico 00919-5168 ----------
----------Att: Josean Díaz Brugueras ----------
----------Electronic Mail: jdiaz@ferraiuoli.com ----------

----------TO BUYER: ----------
----------CABO ROJO LAND ACQUISITION LLC ----------

----------733 Third Avenue----------
----------New York, NY 10017----------
----------Attention: Eileen Sawyer----------
----------Electronic Mail: roberto.ruiz@ccgc.com.do----------
---
----------TO BUYER's BROKER:----------
----------Calle Cádiz 1218----------
----------Puerto Nuevo----------
----------San Juan, PR 00920----------
----------Attention: José Enrique Pérez Cruz----------
----------Electronic Mail: passportre@gmail.com----------

----------TO SELLER's BROKER:----------
----------PO Box 971----------
----------Cabo Rojo, Puerto Rico 00622----------
----------Attention: Eugenio Suárez Rivera----------
----------Electronic Mail: eugeniosuarezpr@gmail.com----------

---**Ten:** SELLER represents and warrants to BUYER that, to the best of SELLER's knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances. EXCEPT FOR THE FOREGOING REPRESENTATION, BUYER ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER BY SELLER OR ANY AGENT, OFFICER, EMPLOYEE OR REPRESENTATIVE THEREOF REGARDING THE PROPERTY. BUYER HEREBY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS SALE IS MADE WITHOUT REPRESENTATION, COVENANT OR WARRANTY OF ANY KIND (WHETHER EXPRESS, IMPLIED OR STATUTORY) BY SELLER.----------

---**Eleven:** The appearing parties acknowledge that the BUYER's BROKER, mister José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy-eight (10,478), alone or in association with other broker(s), has acted as real estate broker representing BUYER in the transaction which is the subject of this purchase and sale deed. The fees to Mr. Pérez Cruz and his associate(s), if any, for said service are the responsibility of BUYER and have been paid by BUYER to BUYER's BROKER simultaneously with the

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execution of this public deed. Said fees amount to SEVENTY-FIVE THOUSAND DOLLARS ($75,000.00), equivalent to five per cent (5%) of the Purchase Price of the Property, and BUYER's BROKER hereby acknowledges receipt thereof in form and substance acceptable to BUYER's BROKER. ----------

---**Twelve:** The appearing parties acknowledge that the SELLER's BROKER, mister Eugenio Suárez Rivera, real estate broker with Puerto Rico license number ten thousand four hundred seventy-eight (10,478), alone or in association with other broker(s), has acted as real estate broker representing SELLER in the transaction which is the subject of this purchase-sale deed. The fees to mister Eugenio Suárez Rivera and his associate(s), if any, for said services are the responsibility of SELLER and have been paid by SELLER to SELLER's BROKER simultaneously with the execution of this public deed. Said fees amount to SEVENTY-FIVE THOUSAND DOLLARS ($75,000.00), equivalent to five per cent (5%) of the purchase-sale price of the Property, and SELLER's BROKER hereby acknowledges receipt thereof in form and substance acceptable to SELLER's BROKER. ----------



---**Thirteen:** The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed. ----------

---**Fourteen:** In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgement or judicial order, then and in that event, the rest of this public deed will continue in full force and effect. ----------

---**Fifteen:** The parties hereto agree and oblige themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver whatever documents or instruments, public or private, which may be necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the

Registry, including, without limitation, any Rectification Deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of BUYER, except that each party shall bear the fees of their respective counsel. ----------

---**FOURTH:** The Notary advises BUYER as to the importance of filing the corresponding Property Tax Exemption and/or Change of Ownership Applications in the Municipal Revenue Collection Center (CRIM), and to obtain before the execution of this Deed, a Certification indicating whether the Property owes any sums related to property taxes. According to the Law, BUYER is responsible for filing at the Municipal Revenue Collection Center (CRIM) within the next thirty (30) days the corresponding application for Property Tax Exemption and /or Change of Ownership. The BUYER hereby declares that it is fully aware of the above-mentioned obligations and releases the subscribing Notary from this responsibility. ----------



----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed as drafted, to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ----------

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing notary public, and therefore, the parties agree to release the notary public from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstract was prepared by Capital Title Services Inc., and dated March sixteen (16), two thousand twenty-three (2023); ----------

-----(c) that subsequent to the date of such title abstract and before the

presentation for recording of this Deed, other documents may be presented or recorded in the Registry of the Property of Puerto Rico that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry of the Property of Puerto Rico as of the date of the title abstract. ----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry of the Property of Puerto Rico, or direct corroboration by examining the books of the Registry of the Property of Puerto Rico, and that the negative certification of the Registry of the Property of Puerto Rico does not exclude the possibility of liens recorded after the date of the certification; ----------

-----(e) the right of the BUYER to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.;----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property; ----------

-----(h) of the importance of recording a copy of this Deed in the Registry of the Property of Puerto Rico, the costs relating thereto and of the consequences that would result if a certified copy of this Deed is not recorded in the Registry of the Property of Puerto Rico; ----------

-----(i) of the desirability of performing a search of the records of the Municipal Revenue Collection Center (CRIM) to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute

JORGE A. MORALES CORDERO
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a senior, preferred statutory lien on the Property; ----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations; ----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its content.----------

-----(l) of the need and consequences to the SELLER of filing the "*Planillas Informativas Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles*" with the Puerto Rico Treasury Department; and ------

-----(m) that they have received the orientation required by the Federal Law for the reduction of risks provoked by lead based paints in residential dwellings ("Residencial Lead-Paint Hazard Reduction Act", 42 U.S.C. §§ 4851 et seq.). In addition, it has been complied with the Disclosure Rule required by the Housing and Urban Development Department of the United States of America (HUD) and the Environmental Protection Agency (EPA) about the reach of these warnings in case there exists a structure in the Property, leaving the authorizing notary public free of any responsibility to this effect. ----------

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----------**READING, ACCEPTANCE AND EXECUTION**---------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed as drafted, to their entire satisfaction, having I, the Notary Public, made to the appearing parties the necessary legal warnings concerning its execution. I, the Notary, hereby certify that this Deed was read by the persons appearing herein; that I advised them of their right to have witnesses present at the execution hereof, which right they have waived; that they acknowledge that they understand the contents of this Deed and the legal effects thereof; and that thereupon they signed this Deed before me and affixed their initials to each and every page hereof. ----------

---

---As to everything else contained in this public instrument, I the Notary,

ATTEST AND GIVE FAITH. ----------

---Signed, sealed, marked and flourished by the authorizing Notary, Jorge Antonio Morales Cordero.----------

---Therein also appear the signature of the appearing parties and their initials on the margin of each page. The corresponding internal revenue stamps, legal assistant stamps and the notarial tax stamp are adhered thereon. ------

---I, the Notary, CERTIFY that the foregoing is a true and exact copy of Deed Number Two (2), which contains thirteen (13) pages (folios), the original of which forms part of my protocol of public instruments for the year two thousand twenty-three (2023).----------

---IN WITNESS WHEREOF, and to deliver to Cabo Rojo Land Acquisition LLC, I issue the first certified copy, which I sign, seal, mark and flourish in San Juan, Puerto Rico, on March twenty-four (24), two thousand twenty-three (2023). ----------

Notary Public

JORGE A. MORALES CORDERO
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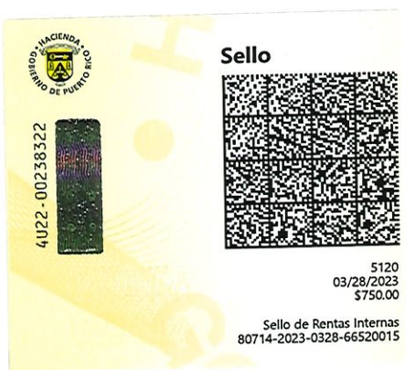



DEPARTAMENTO *de* JUSTICIA
ESTADO LIBRE ASOCIADO DE PUERTO RICO

CERTIFICACIÓN DEL NOTARIO QUE PRESENTA DOCUMENTO EN EL REGISTRO DE LA PROPIEDAD INMOBILIARIA DE PUERTO RICO POR LA VÍA TELEMÁTICA

CERTIFICO: Que la copia en formato PDF de la Escritura Núm. Dos (2) sobre "Purchase and Sale", autorizada por mí en San Juan, Puerto Rico, el veinticuatro (24) de marzo de dos mil veintitrés (2023), que se está presentando en esta fecha en el Registro de la Propiedad, es una copia fiel y exacta de la copia certificada de dicha escritura.

En San Juan, Puerto Rico, hoy veintiocho (28) de marzo de dos mil veintitrés (2023).

JORGE A. MORALES CORDERO
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Notario

---I HEREBY CERTIFY, that the first certified copy of the present deed was issued in favor of Buyer, at the same date and place of the execution thereof. I ATTEST. ----------

NOTARY

----------**DEED NUMBER FORTY-THREE (43)** ----------

----------**PURCHASE AND SALE** ----------

---In San Juan, Puerto Rico, on December nineteen (19), two thousand twenty-three (2023). ----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with residence and offices in San Juan, Puerto Rico.----------

----------**APPEAR**----------

---AS THE PARTY OF THE FIRST PART: **BRIAN LEE KING APPLEGATE**, of legal age, single, property owner and resident of Jacksonville, Florida, United States of America (hereinafter, "Seller") ---

---AS THE PARTY OF THE THIRD PART: **CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "Buyer"), a limited liability company organized, existing and in good standing under the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, GLADYS OMAYRA FONTÁNEZ REYES, who is of legal age, single, attorney at law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this Deed arises from a Certificate of Resolution of Buyer signed by Eileen Sawyer, as Manager of Buyer, on December fifteen (15), two thousand twenty-three (2023), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engines of the Department of State and the Office of Information Technology Services of the State of New York. I further certify that I have examined the aforesaid Certificate of Resolution of Buyer and that it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law, to authorize Ms. Fontánez Reyes to appear herein on behalf of Buyer. ----------

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---I hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective age, civil status, occupation and residence. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily,----------

----------**STATE AND AGREE**----------

---**FIRST:** Seller is the sole owner in fee simple title ("*pleno dominio*") and has the possession of the parcel of land described in the Spanish language as follows (hereinafter, the "Property"):----------

---"**RÚSTICA:** Parcela número ochenta y cinco (85) radicada en el Barrio Boquer6n, del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas y en lindes: por el **NORTE,** con las parcelas número sesenta y seis (66), número sesenta y siete (67) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el **SUR,** con terrenos del Señor José Fas; por el **ESTE,** con la parcela número ochenta y seis (86) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el **OESTE,** con la parcela número ochenta y cuatro (84) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela." ----------

---The Property is recorded at page 199 of volume 508 of Cabo Rojo, property number 18,725, Section of San Germán of the Registry of Property of Puerto Rico (the "Registry"). ----------

---The tax identification number ("*número de catastro*") assigned to the Master Property by the Municipal Revenues Collection Center ("CRIM") is 402-000-004-69-000.----------

----------**LIENS AND ENCUMBRANCES** ----------

---By its origin, the Property is free of liens and encumbrances. ----------

---By itself, the Property is subject to:----------

----(A) Restrictive covenants of edification and use for a term of twenty (20) years, constituted pursuant to Deed Number Five (5), executed in Mayagüez, Puerto Rico, on February eight (8), nineteen ninety-one (1991) before Notary Juan Agustín Rivero, rectified by Deed Number

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Sixteen (16), executed in Mayagüez, Puerto Rico, on May twenty-two (22), nineteen ninety-one (1991) before the aforementioned Notary, recorded at the margin of page 200 of volume 508 of Cabo Rojo, third (3rd) inscription. ----------

---**SECOND:** On December twenty (20), two thousand twenty-two (2022), Seller granted to Buyer's affiliate, PR Investco LLC ("PR Investco"), an option to purchase the Property, pursuant to Deed Number Thirty-Three (33), of Option to Purchase Real Estate, executed in San Juan, Puerto Rico, before Notary María del Rosario Pujol Thompson (hereinafter, the "Deed of Option"). The parties hereto acknowledge and agree that PR Investco has assigned to Buyer all of its rights and obligations under the Deed of Option, and that Buyer is the permitted assignee and successor of PR Investco thereunder. ----------

----------**PURCHASE AND SALE**----------

---**THIRD:** In accordance with the Deed of Option, Seller hereby sells, conveys and transfers fee simple title ("*pleno dominio*") to the Property and the possession thereof to Buyer, and Buyer hereby purchases from Seller fee simple title ("*pleno dominio*") to the Property and the possession thereof, in accordance with the following ----------

----------**TERMS AND CONDITIONS**----------

-----One: The purchase price of the Property is the lump sum of **SIX HUNDRED THIRTY THOUSAND DOLLARS ($630,000)** (hereinafter the "Purchase Price"). ----------

-----Two: The Purchase Price is payable as follows: ----------

------(A) The sum of THIRTY-ONE THOUSAND FIVE HUNDRED DOLLARS ($31,500) was paid by Buyer to Seller simultaneously with the execution of the Deed of Option, which amount has been credited in its entirety to the Purchase Price. ----------

------(B) Concurrently with the execution of this Deed, Buyer has delivered to Seller the sum of FIVE HUNDRED NINETY-EIGHT

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THOUSAND FIVE HUNDRED DOLLARS ($598,500). Said sum has been paid by Buyer to Seller by certified or manager's check to the order of Seller and Seller hereby acknowledges receipt thereof in form and substance acceptable to Buyer. ----------

-----Three: Buyer shall be entitled to the immediate possession of the Property, without any additional formality, document or request. ---------

-----Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of Seller and, thereafter, for the account of Buyer.----------

-----Five: Seller hereby delivers to Buyer fee simple title to the Property, vacant, and free and clear of all liens, encumbrances or defects. ----------

-----Six: Buyer specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) Seller hereby sells and Buyer hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from Seller or any of Seller's agents, employees, members, representatives, attorneys or brokers (each such party, a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by Seller to Buyer (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof, its facilities, soils, geology, and groundwater; (b) the dimensions, area, and size of the Property; (c) the development or income potential, or rights of or relating to the Property or the adequacy of the Property for any particular purpose, (d) the zoning or other legal status of the Property or any other public or private restrictions on the use of

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the Property, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of Buyer or any other person to obtain any necessary governmental approvals, licenses, or permits for Buyer's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters regarding the operation of the Property. Buyer further acknowledges and agrees that Seller is under no duty to make any inquiry regarding any matter that may or may not be known to Seller or any Seller Affiliate. Upon execution of this public deed, Buyer shall assume the risk of adverse matters relating to adverse investigations, and Buyer, upon execution of this public deed, shall be deemed to have waived, relinquished and released Seller and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which Buyer might have asserted or alleged or may assert or allege in the future against Seller or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution of this deed. ----------

-----Seven: Seller represents and warrants to Buyer that, to the best of Seller's knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that, to the best of Seller's knowledge, the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----Eight: The notarial fees, stamps on the original, stamps on the first

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certified copy, filing and recording rights of this Deed at the Registry will be paid by Buyer.----------

-----Nine: This Deed will be interpreted and governed in accordance with the laws of the Commonwealth of Puerto Rico. The appearing parties submit themselves to the exclusive jurisdiction of the Court of First Instance of the Commonwealth of Puerto Rico in the event of any litigation arising out of this Deed.----------

-----Ten: All notices to the parties pursuant to this Deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

----TO SELLER:----------

------BRIAN LEE KING APPLEGATE ----------
------10657 Plum Hollow Dr. ----------
------Jacksonville, FL 32222-1360 ----------
------Electronic Mail: kingtime4u@gmail.com----------

----TO BUYER:----------

------CABO ROJO LAND ACQUISITION LLC----------
------733 Third Avenue ----------
------New York, NY 10017----------
------Attention: Eileen Sawyer ----------
------Electronic Mail: roberto.ruiz@ccgc.com.do----------

-----Eleven: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

-----Twelve: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the remaining provisions of this Deed will continue in full force and effect.----------

-----Thirteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver such documents or instruments, public or private, which may be necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly

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recorded in the Registry, including, without limitation, any correction deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of Buyer, except that each party shall bear the fees of their respective counsel.----------

---**FOURTH:** Non-Resident Withholding. The authorizing Notary advises the parties that Section 1062.08 (g) of the Puerto Rico Internal Revenue Code of 2011, as amended (the "Tax Code"), 13 L.P.R.A. § 30278, requires the buyer of real property to withhold an amount equivalent to fifteen percent (15%) of the purchase price, to any United States citizen not residing in Puerto Rico during the tax year on which the sale transaction is consummated. For purposes of the relevant provisions of the Tax Code, "purchase price" means the total payment(s) made by the buyer under the purchase deed, reduced by: ----------

-----(a) the price for which seller acquired the property, as reflected in the corresponding public deed or private acquisition instrument. ----------

-----(b) the notarial tariff, internal revenue stamps and recordation fees paid by seller in connection with the cancellation of mortgages over the property; and ----------

-----(c) the commission paid by seller to the real estate agent in connection with the sale of the property.----------

---The Tax Code does not allow for any deduction in addition to the above items. Buyer is hereby advised by the Notary that if the non-resident withholding is not made as required by the Tax Code, Buyer will be liable before the Secretary of the Treasury for the payment of all amounts that should have been withheld. ----------

---**FIFTH**: The Notary advises Buyer as to the importance of filing the corresponding property change of ownership application before the CRIM, and to obtain, prior to the execution of this deed, a certification indicating whether any sums related to property taxes are owed by Seller.

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Pursuant to applicable law, Buyer is responsible for filing at the CRIM the corresponding application for property tax exemption and /or change of ownership, within thirty (30) days from the date of execution hereof. Buyer hereby declares that it is fully aware of the aforementioned obligations and releases the undersigned Notary from this responsibility.

----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ---

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstract was prepared by Capital Title Services Inc. and is dated December eighteen (18), two thousand twenty-three (2023); ----------

-----(c) that after the date of such title abstract and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry as of the date of the title abstract.----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification; ----------

-----(e) of the right of the Buyer to obtain a title insurance policy that

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guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.;----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property;----------

-----(h) of the importance of recording a copy of this deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this deed is not recorded at the Registry;----------

-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property;----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations;----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its contents.----------

-----(l) of the need and consequences to the Seller of filing the *Planilla Informativa Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles* with the Puerto Rico Treasury Department; and----------

-----(m) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et seq.*, is of application. The foregoing statute, and the regulations

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promulgated thereunder, impose on the Seller, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the Seller and their agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed.----------

----------**READING, ACCEPTANCE AND EXECUTION** ----------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their initials on each page thereof.----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

JORGE A. MORALES CORDERO
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---I HEREBY CERTIFY, that the first certified copy of the present deed was issued in favor of Buyer, at the same date and place of the execution thereof. I ATTEST. ----------

NOTARY

----------**DEED NUMBER THIRTY-ONE (31)** ----------

----------**PURCHASE AND SALE** ----------

---In San Juan, Puerto Rico, on September twenty-nine (29), two thousand twenty-three (2023).----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with residence and offices in San Juan, Puerto Rico.----------

----------**APPEAR**----------

---**AS PARTY OF THE FIRST PART: CAPSTONE DEVELOPMENT CORP.** (hereinafter, "Seller"), a corporation organized, existing and in good standing under the laws of the Commonwealth of Puerto Rico, represented herein by its authorized officer SONIA MARÍA MONROIG GARCÍA, of legal age, single, business executive and resident of San Juan, whose authority to represent Seller in this Deed arises from a Certificate of Corporate Resolution of Seller, executed in Humacao, Puerto Rico on September twenty-five (25), two thousand twenty-three (2023), under affidavit eight thousand five hundred nineteen (8,519) of Notary Maximino Maldonado Medina. I hereby certify that I have examined the aforesaid Certificate of Resolution and that it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law, to authorize Mrs. Monroig to appear herein on behalf of Seller. ----------

---**AS THE PARTY OF THE SECOND PART: CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, GLADYS OMAYRA FONTÁNEZ REYES, who is of legal age, single, attorney at law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this Deed arises from a Certificate of Resolution of Buyer signed by Eileen Sawyer, as

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Manager of Buyer, on September twenty-one (21), two thousand twenty-three (2023), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engines of the Department of State and the Office of Information Technology Services of the State of New York. I further certify that I have examined the aforesaid Certificate of Resolution of Buyer and that it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law, to authorize Ms. Fontánez Reyes to appear herein on behalf of Buyer.----------

---I hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective age, civil status, occupation and residence. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily,----------

----------**STATE AND AGREE**----------

---**FIRST:** Seller is the sole owner in fee simple title ("*pleno dominio*") and have the possession of the parcels of land described in the Spanish language as follows (hereinafter, sometimes jointly referred to as, the "Property"):----------

----------PROPERTY A----------

---"***RUSTICA:*** *Parcela número sesenta y ocho (68), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de veinte mil setecientos catorce punto nueve mil trescientos quince (20,714.9315) metros cuadrados, equivalentes a cinco punto dos mil setecientos cuatro (5.2704) cuerdas. En lindes: por el NORTE, con camino a dedicarse a uso público y la parcela número setenta y uno (71); por el SUR, con la parcela número ochenta y cuatro (84); por el ESTE, con las parcelas número setenta y uno (71), setenta y tres (73) y sesenta y cinco (65); y por el OESTE, con camino a dedicarse a uso público.*" ----------

---Property A is identified in the Registry of Property of Puerto Rico (the "Registry") as property number 18,714, recorded at page 133 of volume 508 of Cabo Rojo, San Germán section of the Registry.----------

---The tax identification number ("*número de catastro*") assigned to

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Property A by the Municipal Revenues Collection Center ("CRIM") is 402-017-327-06-000.----------

----------PROPERTY B ----------

---"***RÚSTICA:*** *Parcela Número Ochenta y Cuatro (84), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de diecinueve mil seiscientos noventa y uno punto nueve mil novecientos setenta y tres (19,691.9973) metros cuadrados, equivalentes a cinco punto cero ciento dos (5.0102) cuerdas. En lindes: por el NORTE, con la parcela número sesenta y ocho (68); por el SUR, con camino a dedicarse a uso público; por el ESTE, con la parcela número sesenta y cinco (65); y por el OESTE, con camino a dedicarse a uso público.*" ----------

---Property B is identified in the Registry as property number 18,724, recorded at page 193 of volume 508 of Cabo Rojo, San Germán section of the Registry. ----------

---The tax identification number ("*número de catastro*") assigned to Property B by the CRIM is 402-017-327-07-000. ----------

----------**TITLE** ----------

---Property A and Property B were acquired by Seller pursuant to Deed Number Three (3), executed in Cabo Rojo, Puerto Rico, on January thirty (30), two thousand eight (2008), before Notary Osvaldo Ortiz Medina, rectified by Deed Number Fifteen (15), executed in Cabo Rojo, Puerto Rico, on May twenty-seven (27), two thousand nine (2009) before the same Notary, recorded at page 56 of volume 864 of Cabo Rojo, as to Property A, and at page 86 of volume 864 of Cabo Rojo, as to Property B, seventh (7th) inscription in both properties. ----------

----------**LIENS AND ENCUMBRANCES** ----------

---By their origin, Property A and Property B are free and clear of liens and encumbrances. ----------

---By itself, Property A is subject to: ----------

----(A) Mortgage securing a promissory note, in favor of its Bearer, in the principal sum of Thirty-Two Thousand Five Hundred Dollars ($32,500.00), with interest at the rate of ten percent (10%) per annum, due upon demand, constituted as per Deed Number One Hundred Twelve (112), executed in Mayagüez, Puerto Rico, on March twenty-three (23),

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two thousand twelve (2012), before Notary Javier B. Sepúlveda Rivera, recorded at page 56 of volume 864 of Cabo Rojo, ninth (9th) inscription. The aforementioned mortgage note and mortgage were cancelled pursuant to Deed Number twenty-nine (29), of Cancellation of Mortgage, executed in San Juan, Puerto Rico on September twenty-nine (29), two thousand twenty-three (2023) before the undersigned Notary, which will be filed at the Registry concurrently with the presentation of this Deed. ----By itself, Property B is subject to: ----------

----(A) Mortgage securing a promissory note, in favor of its Bearer, in the principal sum of Thirty-Two Thousand Five Hundred Dollars ($32,500.00), with interest at the rate of ten percent (10%) per annum, due upon demand, constituted as per Deed Number One Hundred Thirteen (113), executed in Mayagüez, Puerto Rico, on March twenty-three (23), two thousand twelve (2012), before Notary Javier B. Sepúlveda Rivera, recorded at page 86 of volume 864 of Cabo Rojo, ninth (9th) inscription. The aforementioned mortgage note and mortgage were cancelled pursuant to Deed Number thirty (30), of Cancellation of Mortgage, executed in San Juan, Puerto Rico on September twenty-nine (29), two thousand twenty-three (2023) before the undersigned Notary, which will be filed at the Registry concurrently with the presentation of this Deed. ----------

---**SECOND:** On February three (3), two thousand twenty-three (2023), Seller granted to Buyer's affiliate, PR INVESTCO LLC ("PR Investco"), an option to purchase the Property, pursuant to a Real Estate Purchase Agreement executed on such date (hereinafter, the "Purchase Agreement"). The parties hereto acknowledge and agree that PR Investco has assigned to Buyer all of its rights, duties and obligations under the Purchase Agreement, pursuant to the terms of an *Assignment and Assumption of Rights under Option Agreement* executed on even date herewith, and that Buyer is the permitted assignee and successor of PR Investco thereunder. ----------

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----------**PURCHASE AND SALE**----------

---**THIRD:** In accordance with the Purchase Agreement, Seller hereby sells, conveys and transfers fee simple title ("*pleno dominio*") to the Property and the possession thereof to Buyer, and Buyer hereby purchases from Seller fee simple title ("*pleno dominio*") to the Property and the possession thereof, in accordance with the following ----------

----------**TERMS AND CONDITIONS**----------

-----One: The purchase price of the Property is the lump sum of **TWO MILLION SIX HUNDRED THOUSAND DOLLARS ($2,600,000)** (hereinafter the "Purchase Price"). The Purchase Price is not subject or conditioned to an appraisal report or survey, and Seller shall have no obligation to adjust or reduce the Purchase Price as a result of any appraisal report(s) or survey(s) obtained by Buyer or anybody else. Of the Purchase Price, (i) the sum of ONE MILLION THREE HUNDRED THOUSAND DOLLARS ($1,300,000) corresponds to Property A; and (ii) the sum of ONE MILLION THREE HUNDRED THOUSAND DOLLARS ($1,300,000) corresponds to Property B. ----------

-----Two: The Purchase Price has been paid as follows: ----------

----------A. The sum of TWO HUNDRED SIXTY THOUSAND DOLLARS ($260,000) was paid by Buyer to Seller concurrently with the execution of the Purchase Agreement, which amount is being applied in its entirety to the Purchase Price.----------

----------B. The sum of TWO MILLION THREE HUNDRED FORTY THOUSAND DOLLARS ($2,340,000) has been paid by Buyer to Seller concurrently with the execution hereof, and Seller hereby acknowledges receipt thereof. ----------

-----Three: Buyer shall be entitled to the immediate possession of the Property, without any additional formality, document or request. ---------

-----Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for

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the account of Seller and, thereafter, for the account of Buyer.----------

-----Five: Seller hereby delivers to Buyer fee simple title to the Property, vacant, and free and clear of all liens, encumbrances or defects. ----------

-----Six: Buyer specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) Seller hereby sells and Buyer hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from Seller or any of Seller's agents, employees, members, representatives, attorneys or brokers (each such party, a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by Seller to Buyer (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof, its facilities, soils, geology, and groundwater; (b) the dimensions, area, and size of the Property; (c) the development or income potential, or rights of or relating to the Property or the adequacy of the Property for any particular purpose, (d) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of Buyer or any other person to obtain any necessary governmental approvals, licenses, or permits for Buyer's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses,

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revenue or expense projections or other financial matters regarding the operation of the Property. Buyer further acknowledges and agrees that Seller is under no duty to make any inquiry regarding any matter that may or may not be known to Seller or any Seller Affiliate. Upon execution of this public deed, Buyer shall assume the risk of adverse matters relating to adverse investigations, and Buyer, upon execution of this public deed, shall be deemed to have waived, relinquished and released Seller and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which Buyer might have asserted or alleged or may assert or allege in the future against Seller or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution of this deed. ----------

-----Seven: Seller represents and warrants to Buyer that, to the best of Seller's knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that, to the best of Seller's knowledge, the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----Eight: The notarial fees, stamps on the original, stamps on the first certified copy, filing and recording rights of this Deed at the Registry will be paid by Buyer.----------

-----Nine: This Deed will be interpreted and governed in accordance with the laws of the Commonwealth of Puerto Rico. The appearing parties submit themselves to the exclusive jurisdiction of the San Juan part of the Court of First Instance of Puerto Rico in the event of any litigation arising out of this Deed.----------

-----Ten: All notices to the parties pursuant to this Deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

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----TO SELLER:----------

------CAPSTONE DEVELOPMENT, CORP.----------
------1717 Avenida Ponce de León----------
------Apt. 1605 ----------
------Plaza Inmaculada 2----------
------San Juan, Puerto Rico 00912 ----------
------Attention: Federico L. Carlo Díaz----------
------Electronic Mail: federicocarlo68@gmail.com ----------

----TO BUYER:----------

------CABO ROJO LAND ACQUISITION LLC----------
------733 Third Avenue ----------
------New York, NY 10017----------
------Attention: Eileen Sawyer ----------
------Electronic Mail: roberto.ruiz@ccgc.com.do----------

-----Eleven: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

-----Twelve: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the remaining provisions of this Deed will continue in full force and effect.----------

-----Thirteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver such documents or instruments, public or private, which may be necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any correction deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of Buyer, except that each party shall bear the fees of their respective counsel.----------

---**THIRD:** The Notary advises Buyer as to the importance of filing the corresponding property tax exemption and/or change of ownership Application before the CRIM, and to obtain, prior to the execution of this deed, a certification indicating whether any sums related to property taxes are owed by Seller. Pursuant to applicable law, Buyer is responsible

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for filing at the CRIM the corresponding application for property tax exemption and /or change of ownership, within thirty (30) days from the date of execution hereof. Buyer hereby declares that it is fully aware of the aforementioned obligations and releases the undersigned Notary from this responsibility.----------

----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ---

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to title abstracts prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstracts were prepared by Capital Title Services Inc., and are dated as of August thirty-one (31), two thousand twenty-three (2023);----------

-----(c) that after the date of such title abstracts and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. Title abstracts are not title insurance and reflect only the state of the Property at the Registry as of the date thereof.----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification; ----------

-----(e) of the right of the Buyer to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event

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that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.;----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property;----------

-----(h) of the importance of recording a copy of this deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this deed is not recorded at the Registry;----------

-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property;----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations;----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its contents.----------

-----(l) of the need and consequences to the Seller of filing the *Planillas Informativas Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles* with the Puerto Rico Treasury Department; and----------

-----(m) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et seq.*, is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Seller, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of

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its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the seller and its agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed.----------

----------**READING, ACCEPTANCE AND EXECUTION** ----------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their initials on each page thereof.----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

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6.J.F.K

MORELL · CARTAGENA · DAPENA

JORGE ANTONIO MORALES CORDERO

Plaza 273 Suite 700
273 Ponce de León
San Juan, PR 00917-1934
787-723-1233; 787-729-1974
jorge.morales@mbcdlaw.com

CERTIFIED COPY OF DEED NUMBER TEN (10)

PURCHASE AND SALE

EXECUTED IN SAN JUAN, PUERTO RICO
ON JULY 21, 2023

BEFORE:

JORGE ANTONIO MORALES CORDERO

BY:

CD GROUP

("SELLER");

CABO ROJO LAND ACQUISITION LLC

("BUYER")

AND

JOSÉ ENRIQUE PÉREZ CRUZ

("BROKER")

----------**DEED NUMBER TEN (10)**----------

----------**PURCHASE AND SALE**----------

---In San Juan, Commonwealth of Puerto Rico, on July twenty-one (21), two thousand twenty-three (2023). ----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with offices and residence in San Juan, Puerto Rico.----------

----------**APPEAR**----------

---AS THE PARTY OF THE FIRST PART: **CD GROUP** (hereinafter referred to as "SELLER"), a private trust organized and existing in accordance with the laws of Puerto Rico, created as per deed number seventeen (17), executed on April twenty seven (27), two thousand nine (2009), before Notary Mario José García Incera (the "Deed of Trust"), represented herein by its trustees, OSCAR FRANCISCO CORDERO RODRÍGUEZ, of legal age, married to Myrna Maldonado Pérez, property owner and resident of Mayagüez, Puerto Rico; and GLORIA ENID SAAVEDRA SERRANO, of legal age, married to Luis Alberto Cruz Jiménez, property owner and resident of Quebradillas, Puerto Rico, who are authorized to execute this deed pursuant to the Deed of Trust. I, the Notary, hereby certify that I have read the Deed of Trust and that, in my opinion, it grants the aforesaid trustees sufficient legal power and authority to execute this Deed on behalf of SELLER. ----------

---AS THE PARTY OF THE SECOND PART: **CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "BUYER"), a limited liability company organized, existing and in good standing in accordance with the laws of Puerto Rico, represented herein by its Authorized Representative, Gladys Omayra Fontánez Reyes, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, and whose authority to represent BUYER in this Deed arises from the Certificate of

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Resolution of BUYER, signed by Eileen Sawyer, as Manager of BUYER, on July twenty (20), two thousand twenty-three (2023), in New York, New York, before Notary Public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of Notary Public Eric Orenstein through the search engine of the Department of State of the State of New York. I further certify that I have examined the original of the aforesaid Certificate of Resolution of Cabo Rojo Land Acquisition LLC, and that, in my opinion, it is adequate and sufficient, and complies with all legal requirements needed to authorize Ms. Fontánez Reyes to appear herein on behalf of BUYER.----

---AS THE PARTY OF THE THIRD PART: **JOSÉ ENRIQUE PÉREZ CRUZ** (hereinafter, the "BROKER"), who is of legal age, married, real estate broker and resident of Bayamón, Puerto Rico. ----------

---I, the Notary Public, do hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this Deed, and they freely and voluntarily ----------

----------**STATE AND AGREE**----------

---**FIRST:** SELLER is the owner in fee simple title ("*pleno dominio*") and has the possession of the parcel of land described in the Spanish language as follows (hereinafter the "Property"), as reflected in the books of the Registry of Property of Puerto Rico (the "Registry"):----------

---**"RUSTICA:** Parcela denominada ciento cinco (105). Parcela de terreno sita en el Barrio Boquerón, Sector El Combate, Carretera trescientos uno (301), kilómetro siete punto cuatro (7.4) interior, del término municipal de Cabo Rojo, Puerto Rico. Ubica en el Proyecto Bahía Bonita. El número de la finca principal de la cual se segrega esta parcela es el cincuenta y cinco guión cuatrocientos dos guión cero cero cero guión cero dos guión novecientos uno (55-402-000-02-901). Tiene una cabida superficial de diecinueve mil seiscientos cincuenta y tres punto cincuenta (19,653.50) metros cuadrados, equivalentes a cinco (5.00) cuerdas. En linderos: NORTE, en sesenta y cuatro punto cero cero uno (64.001) metros lineales, con la zona marítima terrestre de la Bahía de Boquerón; SUR, en dos (2) alineaciones que totalizan cuarenta y cinco punto setecientos seis (45.706) metros lineales y treinta y ocho (38) metros lineales, con la servidumbre de paso que sirve al solar y en siete

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punto cincuenta (7.50) metros lineales, con la parcela número sesenta y dos (62) del Proyecto Bahía Bonita; ESTE, en dos (2) alineaciones que totalizan trescientos diecisiete punto quinientos setenta y siete (317.577) metros lineales, con terrenos de la Sucesión Ramírez de Arellano; y OESTE, en trescientos siete punto novecientos (307.900) metros lineales, con la parcela número ciento seis (106) del Proyecto Bahía Bonita. SERVIDUMBRE: en la esquina de la Parcela ciento cinco (105) en la cual convergen las colindancias Sur y Oeste ubica una servidumbre de paso que tiene una cabida superficial de doscientos ochenta y ocho punto noventa (288.90) metros cuadrados y sus colindancias son: Norte, en veintiocho punto doscientos seis (28.206) metros lineales, con los terrenos de la Parcela ciento cinco (105) del Proyecto Bahía Bonita; por el Sur, en treinta y ocho punto trescientos cuarenta y uno (38.341) metros lineales, con la Parcela número sesenta y dos (62) del Proyecto Bahía Bonita; por el Este, en siete punto cincuenta (7.50) metros lineales, con terrenos de la Parcela número ciento cinco (105) del Proyecto Bahía Bonita; por el Oeste, en siete punto quinientos uno (7.501) metros lineales, con terrenos de la Parcela número ciento seis (106) del Proyecto Bahía Bonita."----------

---The Property is recorded at the overleaf of page 115 of volume 836 of Cabo Rojo, San Germán Section of the Registry, property number 18,839 of Cabo Rojo, and its aforesaid legal description is as clarified by deed number one hundred seven (107), executed on August twenty-five (25), two thousand sixteen (2016), before Notary Luis Roberto Santos, recorded at page 115 of volume 856 of Cabo Rojo, fifth (5th) inscription.

---SELLER and BUYER acknowledge and agree that the area of the Property, net of the area of the right of way (*servidumbre*) included in the legal description of the Property, is nineteen thousand three hundred sixty four point sixty (19,364.60) square meters, equivalent to four point nine thousand two hundred sixty nine (4.9269) "cuerdas".----------

---The Property was acquired by SELLER through deed number sixteen (16), executed on June seventeen (17), two thousand ten (2010), before Notary Miguel A. Román Villanueva, recorded at the overleaf of page 115 of volume 836 of Cabo Rojo, sixth (6th) inscription.----------

---The Property is vacant and free of liens and/or encumbrances, except only (i) the right of way easement (*servidumbre*) included in the legal description of the Property; and (ii) any other right of ways which may appear in the books of the Registry as of the date of execution of this Deed (hereinafter, jointly, the "Rights of Way").----------

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--- The tax identification number ("*número de catastro*") assigned by the Municipal Revenues Collection Center ("CRIM") to the Property is 379-089-327-75-000. ----------

---**SECOND:** On July twenty-three (23), two thousand twenty-two (2022), SELLER granted to BUYER's affiliate, PR INVESTCO LLC ("PR Investco") an option to purchase the Property, pursuant to Deed Number Two (2) of Option to Purchase Real Estate, executed in San Juan, Puerto Rico on the aforesaid date before Notary Francisco Pujol Meneses (hereinafter, the "Deed of Option"). The parties hereto acknowledge and agree that PR Investco has assigned to BUYER all of its rights and obligations under the Deed of Option, and that BUYER is the permitted assignee and successor of PR Investco thereunder. ----------

----------**PURCHASE AND SALE**----------

---**THIRD:** Pursuant to the Deed of Option, SELLER hereby sells, conveys and transfers fee simple title ("*pleno dominio*") to the Property and the possession thereof to BUYER, and BUYER hereby purchases from SELLER fee simple title to the Property and the possession thereof, vacant and free of liens and encumbrances, subject only to the Rights of Way, in accordance with the following----------

----------**TERMS AND CONDITIONS**----------

-----One: The purchase price of the Property is the lump sum of ONE MILLION DOLLARS ($1,000,000) (hereinafter, the "Purchase Price"). The Purchase Price is not subject or conditioned to an appraisal report, and SELLER shall have no obligation to adjust or reduce the Purchase Price as a result of any appraisal report(s) obtained by BUYER or anybody else. ----------

-----Two: The Purchase Price is payable as follows: ----------

----------A. The sum of ONE HUNDRED THOUSAND DOLLARS ($100,000) was paid by BUYER to SELLER simultaneously with the execution of the Deed of Option, which amount is being applied in full

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to the Purchase Price. ----------

----------B. The sum of NINE HUNDRED THOUSAND DOLLARS ($900,000) has been paid by BUYER to SELLER simultaneously with the execution of this Deed, and SELLER hereby acknowledges receipt thereof in form and substance acceptable to BUYER. ----------

-----Three: This Deed entitles BUYER to the immediate possession of the Property, without any additional formality, document or request. -----

-----Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of SELLER and, thereafter, for the account of BUYER.------

-----Five: SELLER hereby delivers to BUYER fee simple title to the Property, vacant, and free and clear of liens, encumbrances or defects, "as is, where is", subject only to the Rights of Way. ----------

-----Six: BUYER specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) SELLER hereby sells and BUYER hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) BUYER is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from SELLER or any of SELLER's agents employees, members, representatives, attorneys or brokers (each such party a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by SELLER to BUYER (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof (including, without limitation, structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities, electrical, mechanical HVAC, plumbing,

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sewage, and utility systems, facilities, and appliances, soils, geology, and groundwater); (b) the dimensions, area, and lot size of the Property and the square footage of the buildings or improvements located thereon, if any, or of any tenant space therein; (c) the development or income potential, or rights of or relating to, the Property or the Property's use, habitability, merchantability, or fitness, or the suitability, value, or adequacy of the Property for any particular purpose, (d) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of BUYER or any other person to obtain any necessary governmental approvals, licenses, or permits for BUYER's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters regarding the operation of the Property. BUYER expressly acknowledges and agrees that BUYER is not relying on any representation or warranty of SELLER or any Seller Affiliate, whether implied, presumed or expressly provided at law or otherwise, arising by virtue of any statute, common law, or other legally binding right or remedy in favor of BUYER. BUYER further acknowledges and agrees that SELLER is under no duty to make any inquiry regarding any matter that may or may not be known to SELLER or any Seller Affiliate. Upon execution of this Deed, BUYER shall assume the risk of adverse matters relating to adverse investigations, and BUYER, upon execution of this Deed, shall be deemed to have waived, relinquished and released SELLER and all Seller Affiliates from and against any and all claims, of

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any and every kind or character (including attorneys' fees), known or unknown, which BUYER might have asserted or alleged or may assert or allege in the future against SELLER or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property.----------

-----Seven: The notarial fees, stamps on the original, stamps on the first certified copy and the recording rights of this Deed at the Registry will be paid by BUYER. ----------

-----Eight: This Deed will be interpreted in accordance with the laws of Puerto Rico and governed by them. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of the Commonwealth of Puerto Rico in the event of any litigation pursuant to this Deed. ----------

-----Nine: All notices to the parties pursuant to this Deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

------TO SELLER: ----------
------CD GROUP ----------
------PO Box 1731 ----------
------Cabo Rojo, PR 00623 ----------
------Electronic Mail: erik.domenech@gmail.com ----------

------TO BUYER:----------
------CABO ROJO LAND ACQUISTION LLC----------
------733 Third Avenue ----------
------New York, NY 1001 ----------
------Attention: Eileen Sawyer----------
------Electronic Mail: roberto.ruiz@ccgc.com.do----------

------TO THE BROKER: ----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920 ----------
------Attention: José Enrique Pérez Cruz----------
------Electronic Mail: passportre@gmail.com----------

-----Ten: SELLER represents and warrants to BUYER that, to the best of SELLER's knowledge, there are no toxic, dangerous, contaminated or

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contaminating substances in the Property, and that the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances. EXCEPT FOR THE FOREGOING REPRESENTATION, BUYER ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER BY SELLER OR ANY AGENT, OFFICER, EMPLOYEE OR REPRESENTATIVE THEREOF REGARDING THE PROPERTY. BUYER HEREBY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS SALE IS MADE WITHOUT REPRESENTATION, COVENANT OR WARRANTY OF ANY KIND (WHETHER EXPRESS, IMPLIED OR STATUTORY) BY SELLER. ----------



-----Eleven: The appearing parties acknowledge that the BROKER, José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy-eight (10,478), alone or in association with other brokers, has acted as real estate broker in the present transaction. The fees to Mr. Pérez Cruz and his associates, if any, for said service are the responsibility of BUYER and have been paid by BUYER to BROKER simultaneously with the execution of this Deed. Said fees amount to FIFTY THOUSAND DOLLARS ($50,000), equivalent to five per cent (5%) of the Purchase Price, and BROKER hereby acknowledges receipt thereof in form and substance acceptable to BROKER. ----------

-----Twelve: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

-----Thirteen: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the rest of this Deed will continue in full force and effect.

-----Fourteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver whichever documents or instruments, public or private, necessary and/or

required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any Rectification Deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of BUYER, except that each party shall bear the fees of their respective counsel.----------

---**THIRD:** The Notary advises BUYER as to the importance of filing the corresponding Change of Ownership Application at the CRIM, and to obtain before the execution of this Deed, a certification indicating whether any sums related to property taxes are owed in connection with the Property. Under applicable law, BUYER is responsible for filing at the CRIM within the next thirty (30) days the corresponding application for Change of Ownership. BUYER hereby declares that it is fully aware of the above-mentioned obligations and releases the subscribing Notary from this responsibility.----------

----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ----------

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstract was prepared by Capital Title Services Inc. and is dated July three (3), two thousand

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twenty-three (2023);----------

-----(c) that subsequent to the date of such title abstract and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry as of the date of the title abstract. ----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification; ----------

-----(e) the right of the BUYER to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, *et seq.*;----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property;----------

-----(h) of the importance of recording a copy of this Deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this Deed is not recorded at the Registry; ----------

-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property;----------

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-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations;----------

-----(k) that the appearing parties have the right to read this Deed either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its contents. ----------

-----(l) of the need and consequences to the SELLERS of filing the *Planilla Informativa Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles* with the Puerto Rico Treasury Department; and --------

-----(m) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et seq*., is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Seller, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the seller and its agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed. ----------

----------**READING, ACCEPTANCE AND EXECUTION** ---------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the

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execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their initials on each page thereof. ----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

---Signed, sealed, marked and flourished by the authorizing Notary, Jorge Antonio Morales Cordero. ----------

---Therein also appear the signature of the appearing parties and their initials on the margin of each page. The corresponding internal revenue stamps, legal assistant stamps and the notarial tax stamp are adhered thereon. ----------

---I, the Notary, CERTIFY that the foregoing is a true and exact copy of Deed Number Ten (10), which contains twelve (12) pages (folios), the original of which forms part of my protocol of public instruments for the year two thousand twenty-three (2023). ----------

---IN WITNESS WHEREOF, and to deliver to Cabo Rojo Land Acquisition LLC, I issue the first certified copy, which I sign, seal, mark and flourish in San Juan, Puerto Rico, on July twenty-one (21), two thousand twenty-three (2023). ----------

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NOTARY







DEPARTAMENTO *de* JUSTICIA

ESTADO LIBRE ASOCIADO DE PUERTO RICO

CERTIFICACIÓN DEL NOTARIO QUE PRESENTA DOCUMENTO EN EL REGISTRO DE LA PROPIEDAD INMOBILIARIA DE PUERTO RICO POR LA VÍA TELEMÁTICA

CERTIFICO: Que la copia en formato PDF de la Escritura Núm. Diez (10) sobre "Purchase and Sale", autorizada por mí en San Juan, Puerto Rico, el veintiuno (21) de julio de dos mil veintitrés (2023), que se está presentando en esta fecha en el Registro de la Propiedad, es una copia fiel y exacta de la copia certificada de dicha escritura.

En San Juan, Puerto Rico, hoy veintiséis (26) de julio de dos mil veintitrés (2023).

JORGE A. MORALES CORDERO

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_____

Notario

CONTRATO DE PROMESA RECIPROCA DE COMPRAVENTA

En San Juan, Puerto Rico, a ( ) de mayo de dos mil veinticuatro (2024),

COMPARECEN:

DE LA PRIMERA PARTE: DAVID CARTAGENA GARCIA y MIRIAM PEREZ VALENTIN, ambos mayores de edad, propietarios, casados entre sí y vecinos de Cabo Rojo, Puerto Rico, quienes comparecen en sus respectivas capacidades personales y como representantes de la sociedad legal de bienes gananciales que tienen constituida según las leyes de Puerto Rico y quienes, junto con dicha sociedad legal de bienes gananciales, serán llamados los "VENDEDORES" o la "PARTE VENDEDORA" en adelante en el presente contrato;

DE LA SEGUNDA PARTE: CABO ROJO LAND ACQUISITION LLC (en adelante la "COMPRADORA" o la "PARTE COMPRADORA"), una sociedad de responsabilidad limitada organizada y existente al amparo de las leyes del Estado Libre Asociado de Puerto Rico, con el número de seguro social patronal 66-0920011, representada en este contrato por su Representante Autorizada, GLADYS OMAYRA FONTANEZ REYES, mayor de edad, soltera, abogada y vecina de San Juan, Puerto Rico, quien está debidamente autorizada para representar a la COMPRADORA en el presente contrato, según surge de "Certificate of Resolution of CABO ROJO LAND ACQUISITION LLC", firmado en Nueva York, Estados Unidos de América, por Eileen Sawyer, en su capacidad de gerente de CABO ROJO LAND ACQUISITION LLC, el dos (2) de mayo de dos mil veinticuatro (2024), ante el notario público de Nueva York Eric Orenstein.

DE LA TERCERA PARTE: API BIENES RAICES Y ASOC., INC. (en adelante la "CORREDORA DE LOS VENDEDORES"), una corporación organizada y existente al amparo de las leyes de Puerto Rico, con el número de seguro social patronal 66-0692191, representada en este contrato por su Representante Autorizado, ELVIN ENRIQUE IRIZARRY SANCHEZ, quien es mayor de edad, casado, vecino de Cabo Rojo, Puerto Rico y corredor de bienes raíces con licencia de Puerto Rico número 12917, quien está debidamente autorizado para representar a la CORREDORA DE LOS VENDEDORES en el presente contrato, según surge de "Certificación de Resolución Corporativa de API BIENES RAICES Y ASOC., INC.", suscrita por Elvin Enrique Irizarry Sánchez, en su carácter de Secretario de API BIENES RAICES Y ASOC., INC., el día veintisiete (27) de febrero de dos mil ocho (2008), según afidávit número ocho mil sesenta y ocho (8,068), ante la notaria pública Alice Marie Comas Pérez; y

DE LA CUARTA PARTE: JOSE ENRIQUE PEREZ CRUZ, también conocido como José E. Pérez (en adelante el "CORREDOR DE LA COMPRADORA"), quien es mayor de edad, casado, vecino de Bayamón, Puerto Rico y corredor de bienes raíces con licencia de Puerto Rico número 10478; y libre y voluntariamente

EXPONEN Y CONVIENEN:

PRIMERO: Los VENDEDORES son dueños en pleno y absoluto dominio y tienen la posesión quieta y pacífica de una parcela de terreno localizada el kilómetro 0, hectómetro 005 de la Carretera Puerto Rico 301, en Boquerón, Cabo Rojo, Puerto Rico, la cual tiene la siguiente descripción según el Registro de la Propiedad de Puerto Rico (el "Registro") y la cual será denominada el "INMUEBLE" en adelante en el presente contrato:

> "RUSTICA: Porción de terreno radicado en el Barrio Boquerón de Cabo Rojo, Puerto Rico, con una cabida de SEIS PUNTO MIL TRESCIENTAS TREINTA Y SIETE CUERDAS (6.1337 cdas.), equivalentes a veinticuatro mil ciento siete punto ocho mil novecientos veintiséis (24,107.8926) metros cuadrados. Colindante, por el NORTE, con terrenos de Enrique Carlo Aymat; por el SUR, con los solares cinco (5), seis (6) y un área para dedicarla a uso público; por el ESTE, con terrenos de Willie Zajic; y por el OESTE, con terrenos de Belford Torres."
>
> Es el remanente de la finca luego de deducidas varias segregaciones, según consta de la escritura número doscientos treinta y cinco (235), otorgada en Cabo Rojo, Puerto Rico, el veintisiete (27) de septiembre de dos mil seis (2006), ante el notario público Rafael Doitteau Cruz, inscrita al folio doscientos catorce (214) del tomo novecientos trece (913) de Cabo Rojo, finca número diecinueve mil trescientos cinco (19,305), inscripción segunda (2da.).

El INMUEBLE está inscrito en el Registro de la Propiedad de Puerto Rico, Sección de San Germán (en adelante el "Registro"), al folio doscientos setenta (270) del tomo quinientos diecinueve (519) de Cabo Rojo, finca número diecinueve mil trescientos cinco (19,305).

Los VENDEDORES adquirieron el INMUEBLE, a título de compraventa, mediante escritura número ochenta y siete (87), otorgada en Cabo Rojo, Puerto Rico, el veintisiete (27) de diciembre de dos mil veintitrés (2023), ante el notario público Ramón Guillermo Vélez Rivera, presentada y pendiente de inscripción al Asiento dos mil veinticuatro guión cero cero dos tres seis uno guión S G cero uno (2024-002361-SG01) del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

Según el Registro, el INMUEBLE, por sí, está libre de cargas y gravámenes.

Según el Registro, el INMUEBLE, por su procedencia, está sujeto a una servidumbre a favor de la Autoridad de Energía Eléctrica de Puerto Rico (el "Gravamen Permitido").

SEGUNDO: El número de catastro asignado por el Centro de Recaudación de Ingresos Municipales ("CRIM") al INMUEBLE es el cuatrocientos tres guión cero cero cero guión cero cero dos guión dieciséis guión cero cero cero (403-000-002-16-000).

TERCERO: Mediante el presente contrato y sin necesidad de documento, trámite o acto adicional alguno, los VENDEDORES se comprometen y obligan irrevocablemente a vender el INMUEBLE a la COMPRADORA y la COMPRADORA se compromete y obliga irrevocablemente a comprarle el INMUEBLE a los VENDEDORES, según los términos y condiciones del presente contrato.

CUARTO: La escritura de compraventa del INMUEBLE en virtud del presente contrato (la "ESCRITURA DE COMPRAVENTA") se otorgará ante un notario público escogido por la COMPRADORA, dentro de los trescientos sesenta (360) días calendario consecutivos inmediatamente siguientes a la fecha del otorgamiento del presente contrato.

QUINTO: El precio de compraventa del INMUEBLE ascenderá a la suma alzada ("lump sum") de NOVECIENTOS MIL DÓLARES ($900,000), pagadera de la siguiente forma, y el mismo no estará sujeto a condición o ajuste de clase alguna:

5.1. La suma de CUARENTA Y CINCO MIL DÓLARES ($45,000) ha sido entregada a los VENDEDORES por la COMPRADORA simultáneamente con el otorgamiento del presente contrato, como depósito de buena fe, y, por dicha suma, los VENDEDORES otorgan en este acto el más eficaz recibo y formal carta de pago a favor de la COMPRADORA. Si la ESCRITURA DE COMPRAVENTA no puede otorgarse por razones atribuibles a los VENDEDORES, dicha suma será devuelta por los VENDEDORES a la COMPRADORA, sin intereses. De igual forma, si la ESCRITURA DE COMPRAVENTA no puede otorgarse por razones atribuibles a la COMPRADORA, dicha suma será perdida por la COMPRADORA. Dicha suma de CUARENTA Y CINCO MIL DÓLARES ($45,000) será aplicable al precio de compraventa del INMUEBLE.

5.2. El resto del precio de compraventa, es decir, la suma de OCHOCIENTOS CINCUENTA Y CINCO MIL DÓLARES ($855,000), será pagado en su totalidad por la COMPRADORA a los VENDEDORES, mediante cheque de gerente, simultáneamente con el otorgamiento de la ESCRITURA DE COMPRAVENTA.

SEXTO: Al otorgarse la ESCRITURA DE COMPRAVENTA, los VENDEDORES traspasarán a la COMPRADORA título en pleno y absoluto dominio sobre el INMUEBLE, y la posesión del mismo, libre de cargas, gravámenes y ocupantes, excepto el Gravamen Permitido.

SÉPTIMO: Antes del otorgamiento de la ESCRITURA DE COMPRAVENTA, o simultáneamente con dicho otorgamiento, los VENDEDORES cancelarán todas las

cargas y gravámenes que graven el INMUEBLE, si alguno, con la única excepción de los Gravamen Permitido. Las escrituras públicas de cancelación de dichas cargas y gravámenes, si alguna, se otorgarán ante un notario público escogido por la COMPRADORA.. Los honorarios notariales, sellos, comprobantes y derechos de inscripción de dicha(s) escritura(s) de cancelación, si alguna, serán por cuenta y cargo de los VENDEDORES.

OCTAVO: Según antes se ha expresado, la ESCRITURA DE COMPRAVENTA se otorgará ante un notario público escogido por la COMPRADORA. Los honorarios notariales, sellos en el original y primera copia certificada y derechos de inscripción de la ESCRITURA DE COMPRAVENTA serán por cuenta y cargo de la COMPRADORA.

NOVENO: La CORREDORA DE LOS VENDEDORES ha actuado como corredor e intermediario en la transacción objeto del presente contrato, en representación de los VENDEDORES, y sus honorarios por dichos servicios serán pagados por los VENDEDORES simultáneamente con el otorgamiento de la ESCRITURA DE COMPRAVENTA.

DECIMO: El CORREDOR DE LA COMPRADORA ha actuado como corredor e intermediario en la transacción objeto del presente contrato, en representación de la COMPRADORA, y sus honorarios por dichos servicios, ascendentes a CUARENTA Y CINCO MIL DÓLARES ($45,000), serán pagados por la COMPRADORA simultáneamente con el otorgamiento de la ESCRITURA DE COMPRAVENTA.

UNDECIMO: Las contribuciones sobre la propiedad inmueble y contribución especial (Ley 7), si alguna, correspondientes al INMUEBLE serán por cuenta y cargo de los VENDEDORES hasta la fecha del otorgamiento de la ESCRITURA DE COMPRAVENTA y por cuenta y cargo de la COMPRADORA a partir de entonces.

DUODECIMO: Al otorgarse la ESCRITURA DE COMPRAVENTA, la COMPRADORA comprará el INMUEBLE como está, donde está (“as is, where is”), descansando en su propia inspección del INMUEBLE y no en representación alguna por parte de los VENDEDORES acerca de la condición física del INMUEBLE, la posibilidad de su desarrollo y/o la posibilidad de obtener permisos, aprobaciones y/o endosos para su desarrollo y/o para construcciones en el mismo.

DECIMO TERCERO: Si alguna clausula o disposición del presente contrato fuere declarada nula por algún organismo con la debida jurisdicción y competencia, entonces el resto del contrato permanecerá en pleno vigor y efecto.

DECIMO CUARTO: En el presente contrato se usan indistintamente el plural y el singular, así como el masculino, el femenino, el neutro y los demás géneros.

DECIMO QUINTO: Las partes comparecientes se someten a la jurisdicción exclusiva del Tribunal General de Justicia del Estado Libre Asociado de Puerto Rico en

caso de cualquier reclamación o litigio relacionado con el presente contrato y/o la transacción objeto del mismo.

DECIMO SEXTO: El presente contrato será interpretado según las leyes de Puerto Rico y gobernado por las mismas.

DECIMO SEPTIMO: Este contrato no podrá modificarse verbalmente y solo podrá ser modificado mediante documento firmado por todas las partes aquí comparecientes.

DECIMO OCTAVO: La obligación de la COMPRADORA de comprar el INMUEBLE a tenor con el presente contrato no está condicionada en forma alguna a la obtención de financiamiento y la COMPRADORA representa y garantiza que cuenta con los fondos necesarios para el pago del precio de compraventa del INMUEBLE.

DECIMO NOVENO: Las notificaciones entre las partes en virtud del presente contrato deberán ser por escrito y enviadas por correo electrónico y por correo regular, con copias por correo certificado con acuse de recibo, a las siguientes direcciones de las partes:

A LOS VENDEODRES:

David Cartagena García
Miriam Pérez Valentín
PO Box 3
Cabo Rojo, PR 00623
Correo electrónico: davidcartagena011@gmail.com

A LA COMPRADORA:

CABO ROJO LAND ACQUISITION LLC
733 Third Avenue
New York, NY 10017
Atención: Eileen Sawyer
Correo electrónico: roberto.ruiz@ccgc.com.do

A LA CORREDORA DE LOS VENDEDORES:

API BIENES RAICES & ASOC., INC.
PO Box 445
Cabo Rojo, PR 00623
Correo electrónico: apibienesraices@gmail.com

AL CORREDOR DE LA COMPRADORA:

Calle Cádiz 1218
Puerto Nuevo
San Juan, PR 00920
Atención: José Enrique Pérez Cruz
Correo electrónico: passportre@gmail.com

VIGÉSIMO: Mediante la firma del presente contrato, la COMPRADORA queda autorizada a someter a las entidades y/o agencias gubernamentales pertinentes solicitudes de permisos, aprobaciones y endosos para el desarrollo en el INMUEBLE de parte de un proyecto residencial/turístico, cónsono con la zonificación del INMUEBLE.

VIGÉSIMO PRIMERO: Las partes comparecientes reconocen y acuerdan que el otorgamiento del presente contrato, el precio de compraventa del INMUEBLE, y los demás términos y condiciones contemplados en este contrato constituyen y deben considerarse información confidencial y no serán divulgados a terceras personas sin el expreso consentimiento escrito de las otras partes.

VIGÉSIMO SEGUNDO: El presente contrato podrá ser otorgado en contrapartes ("counterparts") y, una vez que todas las partes hayan firmado al menos una contraparte, todas las contrapartes formarán un solo contrato.

Y PARA QUE ASI CONSTE, las partes suscriben y otorgan el presente contrato, libre y voluntariamente, con el ánimo de quedar legalmente vinculadas y obligadas en virtud del mismo, en San Juan, Puerto Rico, en la fecha que aparece en el encabezamiento del presente contrato.

Los VENDEDORES

_____ _____
David Cartagena García Miriam Pérez Valentín

La COMPRADORA

CABO ROJO LAND ACQUISITION LLC

_____
Por: Gladys Omayra Fontanez Reyes
Representante Autorizada

La CORREDORA DE LOS VENDEDORES

API BIENES RAICES Y ASOC., INC.

_____
Por: Elvin Irizarry Sánchez

El CORREDOR DE LA COMPRADORA

_____
José Enrique Pérez Cruz

Afidávit Número:

Reconocido y suscrito ante mi por David Cartagena García y su esposa, Miriam Pérez Valentín, ambos mayores de edad, casados entre sí, propietarios y vecinos de Cabo Rojo, Puerto Rico, a quienes conozco personalmente. En San Juan, Puerto Rico, hoy _____ ( ) de abril de dos mil veinticuatro (2024).

_____
Notario Público

Afidávit Número:

Reconocido y suscrito ante mi por Gladys Omayra Fontanez Reyes en su carácter de Representante Autorizada de Cabo Rojo Land Acquisition LLC, mayor de edad, soltera, abogada y vecina de San Juan, Puerto Rico, a quien conozco personalmente. En San Juan, Puerto Rico, hoy _____ ( ) de abril de dos mil veinticuatro (2024).

_____
Notario Público

Afidávit Número:

Reconocido y suscrito ante mi por Elvin Irizarry Sánchez en su carácter de Representante Autorizado de API Bienes Raíces y Asoc., Inc., mayor de edad, casado, corredor de bienes raíces y vecino de Cabo Rojo, Puerto Rico, a quien conozco personalmente. En San Juan, Puerto Rico, hoy _____ ( ) de abril de dos mil veinticuatro (2024).

_____
Notario Público

Afidávit Número:

Reconocido y suscrito ante mi por José Enrique Pérez Cruz, mayor de edad, casado, corredor de bienes raíces y vecino de Bayamón, Puerto Rico, a quien conozco personalmente. En San Juan, Puerto Rico, hoy _____ ( ) de abril de dos mil veinticuatro (2024).

_____
Notario Público

CERTIFICO que en la misma fecha y lugar de su otorgamiento expedí primera copia certificada a favor de CABO ROJO LAND ACQUISITION LLC. DOY FE.

M-PLT

Notario(a) Público(a)

---DEED NUMBER TWENTY THREE (23)----------

------ DEED OF OPTION TO PURCHASE REAL ESTATE ------

---In the City of San Juan, Puerto Rico, on this fourteenth (14th) day of May, two thousand twenty four (2024),----------

---------- **BEFORE ME,** ----------

---MARIA DEL ROSARIO PUJOL THOMPSON, Attorney-at-Law and Notary Public in and for the Commonwealth of Puerto Rico, with residence in Guaynabo, Puerto Rico, and offices located at Suite two hundred (200), Puerta del Condado Building, one thousand ninety five (1095) Wilson Street, San Juan, Puerto Rico,----------

---------- **APPEAR:** ----------

---AS THE PARTY OF THE FIRST PART: CPD LLC (hereinafter "Seller"), a limited liability company organized, existing and in good standing in accordance with the laws of the Commonwealth of Puerto Rico, represented herein by its authorized representative, LEE DANIEL CARDONA RODRIGUEZ, who is of legal age, married, business executive and resident of Guaynabo, Puerto Rico, whose authority to represent Seller in this public deed arises from Certificate of Corporate Resolution of CPD LLC signed by Lee Daniel Cardona Rodríguez in his capacity of President of CPD LLC, executed on July thirty first (31st), two thousand twenty (2020), in San Juan, Puerto Rico, affidavit number one thousand three hundred twenty nine (1,329), before notary public Liza Michelle Ramos Santos, an original of which I, the Notary, hereby certify to have had before me, and which, in

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my opinion, is in full compliance with all legal requirements to authorize Lee Daniel Cardona Rodríguez to appear in this public deed on behalf of Seller;----------

---AS THE PARTY OF THE SECOND PART: CABO ROJO LAND ACQUISITION LLC (hereinafter "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of the Commonwealth of Puerto Rico, represented herein by its authorized representative, GLADYS OMAYRA FONTANEZ REYES, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this public deed arises from Certificate of Resolution of CABO ROJO LAND ACQUISITION LLC signed by Eileen Sawyer, in her capacity of Manager of CABO ROJO LAND ACQUISITION LLC, executed on May two (2), two thousand twenty four (2024), in New York, New York, United States of America, before notary public Eric Orenstein, an original of which I, the Notary, hereby certify to have had before me, and which, in my opinion, is in full compliance with all legal requirements to authorize Gladys Omayra Fontanez Reyes to appear in this public deed on behalf of Buyer; and----------

---AS THE PARTY OF THE THIRD PART: Mister **JOSE ENRIQUE PEREZ CRUZ**, also known as José E. Pérez (hereinafter the "Broker"), who is of legal age, married, real estate broker, and resident of Bayamón, Puerto Rico.----------

---I, the Notary, certify that I am personally acquainted with all the appearing parties, and through their statements, I further

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certify as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and accordingly they do hereby----------

----------**STATE AND AGREE:**----------

---**FIRST:** The Property; Title, Liens and Encumbrances.------

-----One. Title. Seller is the sole owner of fee simple ("pleno dominio") and has the possession of the parcel of land described in the Spanish language as follows (hereinafter the "PROPERTY"):----------

---**"RUSTICA:** Parcela número treinta y uno (31), radicada en el Barrio Boquerón del término Municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO (5) CUERDAS, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En linderos: NORTE, con parcela número veintinueve (29) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela, antes, hoy con servidumbre de paso de diez (10) metros de ancho; por el SUR, con la parcela número treinta y nueve (39) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela, antes, hoy con terrenos de José Fas; por el ESTE, con la parcela número sesenta y cuatro (64) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela, antes, hoy con terrenos de José Fas; y por el OESTE, con la parcela número cuarenta y uno (41) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela, antes, hoy con la parcela número ochenta y tres (83). Para uso de fines agrícolas."----------

---The PROPERTY is property number eighteen thousand seven hundred eighty five (18,785), recorded at page two hundred sixty one (261) of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico (the "Registry").----------

---The PROPERTY was acquired by Seller as per Deed

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Number Eighteen (18), executed in Mayaguez, Puerto Rico, on March eight (8), two thousand twenty four (2024), before notary public Camille Rodríguez Franceschini, filed for recording at entry number two thousand twenty four dash zero four two four seven zero dash S G zero one (2024-042470-SG01), of Cabo Rojo, Section of San Germán of the Registry.----------

---The real property tax identification number ("número de catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to the PROPERTY is four zero two dash zero twenty seven dash three hundred twenty seven dash twenty two dash zero zero zero (402-027-327-22-000).----------

---The PROPERTY is subject to the following liens and/or encumbrances:----------

---By its origin, the PROPERTY is free and clear of liens and encumbrances.----------

---By itself, the PROPERTY is free and clear of liens and encumbrances.----------

---SECOND: Buyer wishes to acquire an option to buy the PROPERTY, with all its improvements, rights and annexes, and Seller wishes to grant, and hereby grants, said option to Buyer (hereinafter the "Option"), pursuant to this public instrument and in accordance with the following----------

----------TERMS AND CONDITIONS:----------

-----2.1. The purchase-sale price of the PROPERTY (the "Purchase-Sale Price") will be the lump sum of FOUR HUNDRED THIRTY FIVE THOUSAND DOLLARS

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($435,000) Said FOUR HUNDRED THIRTY FIVE THOUSAND DOLLARS ($435,000) will be paid as follows:----------

----------2.1.1. the sum of FOUR HUNDRED THIRTEEN THOUSAND TWO HUNDRED FIFTY DOLLARS ($413,250) will be payable in full, through manager's checks to the order of the Seller, simultaneously with the execution of the public purchase sale deed whereby Buyer will acquire fee simple title to the PROPERTY and the possession thereof, pursuant to the Option (the "Purchase-Sale Deed").----------

-----2.2. As consideration for the Option, Buyer has paid to Seller, simultaneously with the execution of this public deed or before its execution, the sum of TWENTY ONE THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($21,750), as good faith deposit (the "Deposit"), which will be non-reimbursable, except only as set forth below in this public deed, and which will be credited to the Purchase-Sale Price. Seller hereby acknowledges receipt of the Deposit.----------

-----2.3. The Option is granted for a term of one hundred (100) calendar days, starting on the date of execution of this public deed and ending on August twenty first (21st), two thousand twenty four (2024) (the "Term").----------

-----2.4 Upon the execution of the Purchase-Sale Deed, the Deposit will be credited to the Purchase-Sale Price of the PROPERTY.----------

-----2.5. If the Term ends and Buyer has not bought the PROPERTY within the Term (except for reasons attributable

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to Seller), then the Deposit will be lost by Buyer, and will become the property of Seller, as liquidated damages. If the PROPERTY cannot be bought by Buyer within the Term, for reasons attributable to Seller, then Seller will reimburse the Deposit to Buyer at the end of the Term and Buyer will continue to have the right to purchase the PROPERTY in accordance with the terms and conditions of this Option. The parties acknowledge that reasons attributable to Seller comprise only (i) the denial or inability of Seller to execute the Purchase-Sale Deed within the Term; and (ii) the inability of Seller to deliver to Buyer good title over the PROPERTY, free and clear of liens and encumbrances, except those imposed by laws and/or regulations.----------

-----2.6. The real estate property taxes payable to the Centro de Recaudaciones de Ingresos Muncipales ("CRIM"), and all special taxes (if applicable) of the PROPERTY will be the responsibility of Seller and payable by Seller up to the date of execution of the Purchase-Sale Deed (the "Closing Date"). Thereafter they shall be the responsibility of Buyer and payable by Buyer.----------

-----2.7. The Purchase-Sale Deed shall be executed before a notary public selected by Buyer.----------

-----2.8. Deeds to cancel any liens or encumbrances affecting the PROPERTY existing at the time of execution of the Purchase-Sale Deed, except any permitted encumbrances will be executed no later than the Closing Date, before a notary public selected by Buyer. All fees and

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expenses related to said cancellation(s) and its/their recording in the Registry shall be paid by Seller.----------

-----2.9. Through the Purchase-Sale Deed, Buyer will acquire recordable fee simple title to the PROPERTY and the possession thereof, "as is, where is", free and clear of occupants, liens and encumbrances, except permitted encumbrances disclosed in this deed, if any. During the Term of the Option, Seller will have the possession of the PROPERTY and will be allowed to conduct legal business activities in the PROPERTY.----------

-----2.10. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of this public deed and of the Purchase-Sale Deed will be paid by Buyer.----------

-----2.11. This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them.----------

-----2.12. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of Puerto Rico in the event of any litigation pursuant to this public deed.

-----2.13. All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

------TO SELLER:----------
------CPD LLC ----------
------Urbanización Finca Elena----------
------#86 Almendro Street----------
------Guaynabo, PR 00971----------
------Attention: Lee Daniel Cardona Rodríguez----------
------Electronic Mail: crel15273@gmail.com----------

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------TO BUYER:----------
------CABO ROJO LAND ACQUISITION LLC----------
-------250 Muñoz Rivera Avenue----------
-------Suite 440----------
-------San Juan, PR 00918----------
------Attention: Eileen Sawyer----------
-----Electronic Mail: roberto.ruiz@ccgc.com.do----------

------TO THE BROKER:----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920----------
------Attention: José Enrique Pérez Cruz----------
-----Electronic Mail: passportre@gmail.com----------

-----2.14. Seller represents and warrants to Buyer that, to the best of Seller's knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the PROPERTY, and that the PROPERTY has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----2.15. The appearing parties acknowledge that the Broker, mister José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the subject of this Option. The fees to Mr. Pérez Cruz and his associates, if any, for said service will be the responsibility of Buyer and paid simultaneously with the execution of the Purchase-Sale Deed, only if the Option is exercised by Buyer and Buyer buys the PROPERTY pursuant to the Option. Said fees will amount to TWENTY ONE THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($21,750), equivalent to five percent (5%) of the purchase-sale price of the PROPERTY. Seller will have no

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obligation to pay fees or commissions to the Broker.----------

-----2.16. The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed.----------

-----2.17. In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgement or judicial order, then and in that event the rest of this public deed will continue in full force and effect.

-----2.18. During the Term, Buyer and its employees, agents and/or contractors are authorized to enter the PROPERTY to make studies, identify boundaries, take measurements and make inspections, during business days and hours, and the persons entering the PROPERTY pursuant to this authorization will be responsible for the damages suffered or caused by them in the PROPERTY. Every employee who enters the PROPERTY pursuant to this authorization will be insured by a valid policy of the Puerto Rico State Insurance Fund, and, if applicable, of the "Chauffers' Insurance" or "Seguro Choferil". In addition, Buyer will have in place, during the term of the Option, a public liability insurance policy covering damages caused or suffered in the PROPERTY by the persons who enter it pursuant to this authorization, with a minimum coverage of ONE MILLION DOLLARS ($1,000,000) per occurrence. Seller will appear as co-insured in the policy, together with Buyer.----------

-----2.19. During the Term, Buyer is authorized to seek the approvals, permits and endorsements necessary for the

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development in the PROPERTY of a residential, recreational and tourism project, or of part of a residential, recreational and tourism project, provided the existing zoning of the PROPERTY is not changed, and that such approvals, permits and endorsements (i) comply with the requirements of the existing zoning of the PROPERTY; and (ii) do not negatively affect and/or diminish the value or quality of the PROPERTY. Seller hereby commits to confirm this authorization in writing if required by Buyer, for presentation to the corresponding public or governmental agencies and entities. If the PROPERTY is not purchased by Buyer, all approvals, permits and endorsements obtained by Buyer for the PROPERTY pursuant to the aforesaid authorization, and any studies, map surveys, designs or any other resource used to obtain those permits and approvals, will be transferred and assigned by Buyer to Seller at the end of the Term, at no cost to Seller.----------

-----2.20. The PROPERTY may not be altered during the Term, except only if specifically authorized in advance, in writing, by Seller and Buyer.----------

-----2.21. The Option is not transferable by Seller. Conversely, Buyer is authorized to transfer or assign this agreement and all its rights and obligations hereunder, at the sole option and discretion of Buyer.----------

---THIRD: Additional Documentation. The parties hereto agree to execute and deliver any additional instruments and documents that may be necessary to record the transaction

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contemplated in this deed in the Registry. Any costs and expenses, including attorneys' fees, incurred in connection with the execution of any additional instruments and documents shall be for the account of the Buyer.----------

---**FOURTH:** Request to the Registrar. The Honorable Registrar of the Property of Puerto Rico is respectfully requested to record in the Registry of the Property of Puerto Rico the Option, as set forth in this deed.----------

---**FIFTH:** If Buyer does not purchase the PROPERTY pursuant to the Option (except for reasons attributable to Seller), Buyer will, within thirty (30) consecutive calendar days after the end of the Term, at Buyer's cost and expense, (i) cancel the lien or encumbrance on the PROPERTY created by the Option; and (ii) file for recordation in the Registry any and all documents needed for the recording of said cancellation in the Registry. If the appearance of Seller is required in said cancellation, Seller will appear therein.---------

----------ACCEPTANCE AND WARNINGS----------

---The appearing parties to this deed accept the same as drafted because it has been drawn up in accordance with their stipulations, terms and conditions. I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this deed and they were fully advised by me thereon. Specifically, I advised them of the following:----------

-----(a) That any liens or encumbrances affecting title to the PROPERTY that may be filed for recordation prior to the filing of this deed may be legally binding and could take

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precedence over this deed.----------

-----(b) It is advisable to verify the status of liens and encumbrances on the PROPERTY as they may appear from the Registry on the date hereof and of the adverse consequences which may result from the failure to do so. To this effect, the appearing parties have been warned and advised by the subscribing Notary Public about the following: (i) that the digital system of recordation of the Digital Registry of Immovable Property of the Commonwealth of Puerto Rico provides Access to the Electronic Diary of Daily Operations, the Electronic Book of Recordations, and the Single Book of Liens ("Libro Unico de Embargos") twenty four (24) hours a day, seven (7) days a week for both inquiries and filings which may affect the registration or rights under this deed; (ii) that said electronic books have been reviewed up to the date of the title search prepared for this transaction; and (iii) that the authorizing Notary Public has not consulted the Registry in any way whatsoever after the date of the aforementioned title search, to all of which the appearing parties give their acceptance and compliance, being fully aware of its consequences.----------

-----(c) That this deed was prepared in accordance with title searches (the "Title Search"), prepared by Capital Title Services, LLC, a company engaged in such business, and not by the undersigned Notary. The aforementioned Title Search is dated April seventeen (17), two thousand twenty four (2024).----------

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-----(d) The appearing parties accept the Title Search mentioned above, and are satisfied with the contents thereof. Consequently, the appearing parties release the Notary from any responsibility due to errors or omissions in said Title Search and/or due to any changes in the title to the PROPERTY or in its liens and encumbrances that might occur between the date of the Title Search and the date this deed is presented to the Registry for registration.----------

-----(e) The necessity and convenience of obtaining a negative certification of debt from the Municipal Revenue Collection Center tax rolls (CRIM – Centro de Recaudaciones de Ingresos Municipales) regarding the PROPERTY.----------

-----(f) This deed must be recorded in the appropriate Section of the Registry of the Property of Puerto Rico in order to notify its existence to third-parties.----------

---The appearing parties waived the right which I advised them they had to have witnesses to the execution of this deed; but, upon my advice, made use of their right to read the same, and, finding it drafted to their entire satisfaction, having been advised by me, the Notary, of the pertinent legal warnings and reservations, acknowledging that they have understood this deed in all its parts, fully ratify and confirm the statements contained herein as the true and exact embodiment of their stipulations, terms, and conditions, proceed to sign before me, and to affix their initials on each folio of the same.----------

---And I, the Notary, do hereby CERTIFY AND ATTEST as to my personal knowledge or identification of the appearing

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parties and as to their personal circumstances, in accordance with their statements, as well as to all other things herein contained.----------

---I, the Notary, CERTIFY AND GIVE FAITH.----------

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MORELL · CARTAGENA · DAPENA

JORGE ANTONIO MORALES CORDERO

Plaza 273 Suite 700
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San Juan, PR 00917-1934
787-723-1233; 787-729-1974
jorge.morales@mbcdlaw.com

CERTIFIED COPY OF DEED NUMBER FORTY-TWO (42)

PURCHASE AND SALE

EXECUTED IN SAN JUAN, PUERTO RICO
ON DECEMBER 14, 2023

BEFORE:

JORGE ANTONIO MORALES CORDERO

BY:

DAVID CARTAGENA GARCÍA
MIRIAM PÉREZ VALENTÍN

("SELLERS")

AND

CABO ROJO LAND ACQUISITION LLC

("BUYER")

----------**DEED NUMBER FORTY-TWO (42)**----------

----------**PURCHASE AND SALE** ----------

---In San Juan, Puerto Rico, on this fourteenth (14th) day of December, two thousand twenty-three (2023) ----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with offices and residence in San Juan, Puerto Rico,----------

----------**APPEAR**----------

---AS THE PARTY OF THE FIRST PART: **DAVID CARTAGENA GARCÍA** and **MIRIAM PÉREZ VALENTÍN**, of legal age, married to each other, property owners and residents of Cabo Rojo, Puerto Rico (hereinafter, "Sellers"). ----------

---AS THE PARTY OF THE SECOND PART: **CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of Puerto Rico, represented herein by its Authorized Representative, Gladys Omayra Fontánez Reyes, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, and whose authority to represent Buyer in this public deed arises from the Certificate of Resolution of Buyer, signed by Eileen Sawyer, as Manager of Buyer, on August twenty-three (23), two thousand twenty-three (2023), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engines of the Department of State and the Office of Information Technology Services of the State of New York. I further certify that I have examined the original of the aforesaid Certificate of Resolution of Cabo Rojo Land Acquisition LLC, and that, in my opinion, it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law to

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authorize Ms. Fontánez Reyes to appear herein on behalf of Buyer. ------

---I, the Notary, do hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily ----------

----------**STATE AND AGREE**----------

---**FIRST:** Sellers are the owners in fee simple title ("*pleno dominio*"), and have the possession of the parcel of land described in the Spanish language as follows (hereinafter, the "Property"):----------

---"RUSTICA: Porción de terreno con una cabida de seis (6) cuerdas, equivalentes a dos (2) hectáreas, treinta y cinco (35) áreas, ochenta y dos (82) centiáreas y treinta y cuatro (34) miliáreas, radicada en el barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico. En lindes, por el NORTE, con terrenos propiedad de Enrique Carlo Aymat; por el SUR, con la carretera estatal número trescientos uno (301) que de Cabo Rojo conduce al Faro; por el ESTE, con porción de terreno propiedad de Belford Torres Vélez, antes, hoy James Cuevas; y por el OESTE, con terrenos de Belford Torres Vélez."----------

---The Property is recorded at page 135 of volume 146 of Cabo Rojo, property number 4,523, Section of San Germán of the Registry of Property of Puerto Rico (the "Registry").----------

---The Property was acquired by Sellers pursuant to Deed Number Thirteen (13), executed in Cabo Rojo, Puerto Rico, on March sixteen (16), two thousand twenty-two (2022), before Notary Ramón Guillermo Vélez Rivera, filed and pending recordation at *Karibe* entry 2022-039984-SG01.----------

---The tax identification number ("*número de catastro*") assigned by the Municipal Revenue Collection Center ("CRIM") to the Property is 403-000-002-15-000. ----------

---The Property is subject to the following liens and/or encumbrances:---

---By its origin, the Property is free and clear of liens and encumbrances.

---By itself, the Property is subject to:----------

-----A) Easement in favor of the Puerto Rico Electric Power Authority,

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resulting from Eminent Domain proceedings, in accordance with a Resolution issued on December twenty-seven (27), two thousand six (2006) by the Puerto Rico Court of First Instance, San Juan Part, under Civil Case Number KEF2006-0727 (1003), recorded at page 178 of volume 940 of Cabo Rojo, fifth (5tht) inscription (hereinafter, the "Permitted Encumbrance". ----------

---**SECOND:** Sellers granted to Buyer an option to purchase the Property, pursuant to a purchase agreement ("*Contrato de Promesa Recíproca de Compraventa*") executed on August twenty-eight (28), two thousand twenty-three (2023), later amended to extend the term of the option granted thereunder (hereinafter, the "Purchase Agreement"). ------

----------**PURCHASE AND SALE**----------

---**THIRD:** Pursuant to the Purchase Agreement, Sellers hereby sell, convey and transfer fee simple title ("*pleno dominio*") to the Property and the possession thereof to Buyer, and Buyer hereby purchases from Sellers fee simple title to the Property and the possession thereof, in accordance with the following----------

----------**TERMS AND CONDITIONS**----------

-----One: The purchase price is the lump sum of **NINE HUNDRED THOUSAND DOLLARS ($900,000)** (hereinafter, the "Purchase Price"). ----------

-----Two: The Purchase Price is payable as follows: ----------

------(A) The sum of FORTY-FIVE THOUSAND DOLLARS ($45,000) was paid by Buyer to Sellers prior to the execution hereof, as security deposit under the Purchase Agreement, which amount is being applied in its entirety to the Purchase Price. ----------

----------B. The sum of EIGHT HUNDRED FIFTY-FIVE THOUSAND DOLLARS ($855,000) has been paid by Buyer to Sellers concurrently with the execution hereof, through a manager's check issued to the order of Sellers, and Sellers hereby acknowledge receipt thereof in form and

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substance acceptable to Buyer. ----------

-----Three: Buyer shall be entitled to the immediate possession of the Property, without any additional formality, document or request. ---------

-----Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of Sellers and, thereafter, for the account of Buyer. ----------

-----Five: Sellers hereby deliver to Buyer fee simple title to the Property, vacant, and free and clear of all liens, encumbrances or defects, except for the Permitted Encumbrance. ----------

-----Six: Buyer specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) Sellers hereby sell and Buyer hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from Sellers or any of Sellers' agents, employees, members, representatives, attorneys or brokers (each such party, a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by Sellers to Buyer (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof, its facilities, soils, geology, and groundwater; (b) the dimensions, area, and size of the Property; (c) the development or income potential, or rights of or relating to the Property or the adequacy of the Property for any particular purpose, (d) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants,

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conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of Buyer or any other person to obtain any necessary governmental approvals, licenses, or permits for Buyer's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters regarding the operation of the Property. Buyer further acknowledges and agrees that Sellers are under no duty to make any inquiry regarding any matter that may or may not be known to Sellers or any Seller Affiliate. Upon execution of this public deed, Buyer shall assume the risk of adverse matters relating to adverse investigations, and Buyer, upon execution of this public deed, shall be deemed to have waived, relinquished and released Sellers and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which Buyer might have asserted or alleged or may assert or allege in the future against Sellers or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution of this deed.----------

-----Seven: Sellers represent and warrant to Buyer that, to the best of Sellers' knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that, to the best of Sellers' knowledge, the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----Eight: The notarial fees, stamps on the original, stamps on the first certified copy, filing and recording rights of this Deed at the Registry will be paid by Buyer.----------

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-----Nine: This Deed will be interpreted and governed in accordance with the laws of the Commonwealth of Puerto Rico. The appearing parties submit themselves to the exclusive jurisdiction of the Court of First Instance of the Commonwealth of Puerto Rico in the event of any litigation arising out of this Deed.----------

-----Ten: All notices to the parties pursuant to this Deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

----To SELLERS:----------

------David Cartagena García and Miriam Pérez Valentín----------
------PO Box 3----------
------Cabo Rojo, PR 00623 ----------
------Electronic Mail: davidcartagena011@gmail.com ----------

------To BUYER: ----------

------Cabo Rojo Land Acquisition LLC ----------
------733 Third Avenue ----------
------New York, NY 10017----------
------Attention: Eileen Sawyer----------
------Electronic Mail: roberto.ruiz@ccgc.com.do ----------

-----Eleven: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

-----Twelve: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the remaining provisions of this Deed will continue in full force and effect.----------

-----Thirteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver such documents or instruments, public or private, which may be necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any correction deed. Any costs and expenses incurred in connection with the execution

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and registration of any additional instruments and documents shall be for the account of Buyer, except that each party shall bear the fees of their respective counsel.----------

---**THIRD:** The Notary advises Buyer as to the importance of filing the corresponding property tax exemption and/or change of ownership Application before the CRIM, and to obtain, prior to the execution of this deed, a certification indicating whether any sums related to property taxes are owed by Sellers. Pursuant to applicable law, Buyer is responsible for filing at the CRIM the corresponding application for property tax exemption and /or change of ownership, within thirty (30) days from the date of execution hereof. Buyer hereby declares that it is fully aware of the aforementioned obligations and releases the undersigned Notary from this responsibility.----------

----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ---

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions in the preparation of such title abstract. Said title abstract was prepared by Maribel Vargas Ramos on November twenty-four (24), two thousand twenty-three (2023);----------

-----(c) that after the date of such title abstract and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance

and reflects only the state of the Property in the Registry as of the date of the title abstract.----------

-----(d) of the convenience of confirming the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification; ----------

-----(e) of the right of the Buyer to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.;----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property;----------

-----(h) of the importance of recording a copy of this deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this deed is not recorded at the Registry;----------

-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property;----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations;----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading,

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understanding and acceptance of its contents. ----------

-----(l) of the need and consequences to the Sellers of filing the *Planilla Informativas Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles* with the Puerto Rico Treasury Department; and ----------

-----(m) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et seq*., is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Seller, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the seller and its agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed.----------

----------**READING, ACCEPTANCE AND EXECUTION** ----------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their

JORGE A. MORALES CORDERO
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initials on each page thereof. ----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

---Signed, sealed, marked and flourished by the authorizing Notary, Jorge Antonio Morales Cordero. ----------

---Therein also appear the signature of the appearing parties and their initials on the margin of each page. The corresponding internal revenue stamps, legal assistant stamps and the notarial tax stamp are adhered thereon. ----------

---I, the Notary, CERTIFY that the foregoing is a true and exact copy of Deed Number Forty-Two (42), which contains ten (10) pages (folios), the original of which forms part of my protocol of public instruments for the year two thousand twenty-three (2023). ----------

---IN WITNESS WHEREOF, and to deliver to Cabo Rojo Land Acquisition LLC, I issue the first certified copy, which I sign, seal, mark and flourish in San Juan, Puerto Rico, on December fourteen (14), two thousand twenty-three (2023). ----------

JORGE A. MORALES CORDERO
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NOTARY

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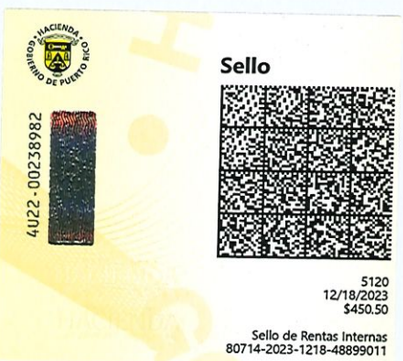





DEPARTAMENTO *de* JUSTICIA

ESTADO LIBRE ASOCIADO DE PUERTO RICO

CERTIFICACIÓN DEL NOTARIO QUE PRESENTA DOCUMENTO EN EL REGISTRO DE LA PROPIEDAD INMOBILIARIA DE PUERTO RICO POR LA VÍA TELEMÁTICA

CERTIFICO: Que la copia en formato PDF de la Escritura Núm. Cuarenta y Dos (42) sobre "Purchase and Sale", autorizada por mí en San Juan el catorce (14) de diciembre de dos mil veintitrés (2023), que estoy presentando en esta fecha en el Registro de la Propiedad, es una copia fiel y exacta de la copia certificada de dicha escritura.

En San Juan, Puerto Rico, hoy dieciocho (18) de diciembre de dos mil veintitrés (2023).

JORGE A. MORALES CORDERO
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_____
Notario

CERTIFICO que en la misma fecha y lugar de su otorgamiento expedí primera copia certificada a favor de PR Investco LLC. DOY FE. ----------

Notario(a) Público(a)

Mediante la presente Escritura se inicia el Tomo Uno (1) de mi Protocolo de Instrumentos Públicos del año dos mil veintitrés (2023), hoy día veintidós (22) de febrero de dos mil veintitrés (23).----------

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----DEED NUMBER ONE (1)----------

------ DEED OF OPTION TO PURCHASE REAL ESTATE ------

---In the City of San Juan, Puerto Rico, on this twenty second (22nd) day of February, two thousand twenty three (2023),-------

---------- BEFORE ME, ----------

---FRANCISCO PUJOL MENESES, Attorney-at-Law and Notary Public in and for the Commonwealth of Puerto Rico, with residence in San Juan, Puerto Rico, and offices located at Suite two hundred (200), Puerta del Condado Building, one thousand ninety five (1095) Wilson Street, San Juan, Puerto Rico,--------

---------- APPEAR: ----------

---AS PARTY OF THE FIRST PART: FERNANDO ALBERTO DIEZ ANTONGIORGI and his wife, ARLENE DIVINA RAMIREZ KURTZ, both of legal age, married to each other, attorney at law and property owner respectively, and residents of Cabo Rojo, Puerto Rico (hereinafter "Diez"), who appear herein in their respective personal capacities and as representatives of the conjugal partnership constituted by and

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between them;----------

---AS PARTY OF THE SECOND PART: LOMA LINDA, S.E. (hereinafter "Loma Linda"), a special partnership organized and existing pursuant to the laws of Puerto Rico, constituted as per deed number four (4), executed in Mayaguez, Puerto Rico, on June first (1st), two thousand four (2004), before notary public Jaime E. Sepúlveda Seda, represented herein by its Administrator, FERNANDO ALBERTO DIEZ ANTONGIORGI, who is of legal age, married, attorney at law and resident of Cabo Rojo, Puerto Rico. The capacity of Fernando Alberto Diez Antongiorgi to represent Loma Linda in this public deed arises from Certificate of Unanimous Consent of all the Members of Loma Linda, signed by all the members of the Loma Linda, executed on December twenty six (26), two thousand twenty two (2022), in Cabo Rojo, Puerto Rico, an original of which I, the Notary, hereby certify to have had before me, and which, in my opinion, is in full compliance with all legal requirements to authorize Fernando Alberto Diez Antongiorgi to appear in this public deed on behalf of Loma Linda;----------

---Diez and Loma Linda will be referred jointly hereinafter as "Sellers".----------

---AS PARTY OF THE THIRD PART: PR INVESTCO LLC (hereinafter "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of the State of Delaware, United States of America, represented herein by its authorized representative, MS. GLADYS OMAYRA FONTANEZ REYES, who is of legal age, single,

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attorney-at-law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this public deed arises from Certificate of Resolution of PR INVESTCO LLC signed by Eileen Sawyer in her capacity of Manager of PR INVESTCO LLC, executed on January thirtieth (30th), two thousand twenty three (2023), in New York, New York, United States of America, before notary public Eric Orenstein, an original of which I, the Notary, hereby certify to have had before me, and which, in my opinion, is in full compliance with all legal requirements to authorize Ms. Gladys Omayra Fontanez Reyes to appear in this public deed on behalf of Buyer; and---

---**AS THE PARTY OF THE FOURTH PART:** Mister **JOSE ENRIQUE PEREZ CRUZ**, also known as José E. Pérez (hereinafter the "Broker"), who is of legal age, married, real estate broker, and resident of Bayamón, Puerto Rico.----------

---I, the Notary, certify that I am personally acquainted with all parties, and through their statements, I further certify as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and accordingly they do hereby----------

----------STATE AND AGREE----------

---**FIRST:** The Property; Title, Liens and Encumbrances.-------

-----One. Title. Diez is the sole owner in fee simple ("pleno dominio") and has the possession of the parcels of land described in the Spanish Language as follows (hereinafter "PROPERTY ONE (1)", "PROPERTY TWO (2)" and

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"PROPERTY THREE (3)":----------

----------PROPERTY ONE (1)----------

---"**RUSTICA:** Parcela marcada con el Número Cuarenta y Cuatro (44) de la finca Bahía Bonita, radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de veintiún mil setecientos dieciocho metros sesenta y tres decímetros cuadrados (21,718.63 m.c.). En linderos: NORTE, con la Parcela Número Cuarenta y Tres (43); SUR, con la Parcela Número Cuarenta y Cinco (45) y con la Parcela Número Ciento Diez que contiene parte de la servidumbre de paso para su acceso de quince (15) metros de ancho de los cuales siete punto cincuenta (7.50) metros pertenecen a esta parcela; ESTE, con la Parcela Número Ciento Doce (112), la cual contiene parte de la servidumbre de paso para su acceso de quince (15) metros de ancho; OESTE, con Monte Carlo Development Corporation. Esta parcela está afectada por una servidumbre de paso compuesta de setecientos cuarenta y dos punto treinta y dos metros cuadrados (742.32 m.c.), la cual se compone de siete punto cincuenta (7.50) metros lineales de ancho por noventa y cuatro punto treinta y seis (94.36) metros lineales de largo por su colindancia Sur.--------
---Rectificada la cabida por haber sido objeto de mensura por el Agrimensor Frank Lozada Díaz, con licencia número cinco mil setecientos ochenta y siete (5,787), certificada mediante declaración jurada quince mil doscientos noventa y nueve (15,299), del diez (10) de febrero de dos mil cuatro (2004), ante el notario Luis Roberto Santos y Escritura Número Veintinueve (29), otorgada en Mayagüez, Puerto Rico, el día trece (13) de febrero de dos mil cuatro (2004), ante el mismo notario. Inscrita al folio ciento cincuenta y cuatro (154), vuelto, del tomo ochocientos cuarenta y uno (841) de Cabo Rojo, inscripción cuarta (4ta.)."----------

---PROPERTY ONE (1) is property number eighteen thousand seven hundred ninety two (18,792), recorded at page one hundred fifty four (154), of volume eight hundred forty one (841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

---PROPERTY ONE (1) was acquired by Diez, as per Deed Number Twenty Three (23), executed in Cabo Rojo, Puerto Rico, on December twenty nine (29), two thousand eleven (2011), before notary public Carlos Wilfredo Lamboy Santiago, presented at entry number two thousand nineteen

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dash one two zero four four nine dash S G zero one (2019-120449-SG01), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

---The real property tax identification number ("número de catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to PROPERTY ONE (1) is four zero two dash zero zero nine dash three twenty seven dash eighty five dash zero zero zero (402-009-327-85-000).----------

---PROPERTY ONE (1) is subject to the following liens and/or encumbrances:----------

---By its origin, PROPERTY ONE (1) is free and clear of liens and encumbrances.----------

---By itself, PROPERTY ONE (1) is subject to the following liens and encumbrances:----------

-----(A) Restrictive covenants about use and edification, constituted as per Deed Number One Hundred Thirty Three (133), executed in Mayaguez, Puerto Rico, on November twenty (20), two thousand three (2003), before notary public Luis Roberto Santos, recorded at page one hundred fifty four (154), of volume eight hundred forty one (841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, parcel number eighteen thousand seven hundred ninety two (18,792), third (3rd) recording.----------

-----(B) Mortgage guaranteeing six (6) mortgage notes, in favor of its bearer, in the principal sum of two hundred seventy five thousand dollars ($275,000). The six (6) mortgage notes are described as follows: Mortgage Note One (1), in the principal sum of fifty thousand dollars

($50,000), due on May fourteen (14), two thousand five (2005), with interest rate at five percent (5%) per annum; Mortgage Note Two (2), in the principal sum of fifty thousand dollars ($50,000), due on May fourteen (14), two thousand six (2006), with interest rate at five percent (5%) per annum; Mortgage Note Three (3), in the principal sum of fifty thousand dollars ($50,000), due on May fourteen (14), two thousand seven (2007), with interest rate at five percent (5%) per annum; Mortgage Note Four (4), in the principal sum of fifty thousand dollars ($50,000), due on May fourteen (14), two thousand eight (2008), with interest rate at five percent (5%) per annum; Mortgage Note Five (5), in the principal sum of fifty thousand dollars ($50,000), due on May fourteen (14), two thousand nine (2009), with interest rate at five percent (5%) per annum; and Mortgage Note Six (5), in the principal sum of twenty five thousand dollars ($25,000), due on May fourteen (14), two thousand ten (2010), with interest rate at five percent (5%) per annum, constituted by Deed Number Seventy Seven (77), executed in Mayaguez, Puerto Rico, on May fourteen (14), two thousand four (2004), before notary public Luis Roberto Santos, recorded at the overleaf of page one hundred fifty four (154), of volume eight hundred forty one (841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, parcel number eighteen thousand seven hundred ninety two (18,792), sixth (6th) and last recording.----------

----------PROPERTY TWO (2)----------

---**"RUSTICA:** Parcela marcada con el Número Cincuenta y

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Ocho (58) de la finca Bahía Bonita, radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida de veinte mil quinientos noventa y tres metros cuarenta decímetros cuadrados (20,593.40), equivalentes a cinco (5) cuerdas con dos mil trescientos noventa y cinco diez milésimas de otra (5.2395 cdas.). En linderos: NORTE, con la Parcela Número Cincuenta y Nueve (59) que contiene la servidumbre de paso para su acceso de quince (15) metros de ancho para esta parcela; SUR, con la Parcela Número Treinta y Cuatro (34) que contiene la servidumbre de paso para su acceso de quince (15) metros de ancho para esta parcela; ESTE, con la Parcela Número Cincuenta y Siete (57); OESTE, con las Parcelas Número Ciento Nueve (109), Ciento Once (111) y Cuarenta y Seis (46), las cuales todas contienen parte de la servidumbre de paso para su acceso de quince (15) metros de ancho de los cuales siete punto cincuenta (7.50) metros pertenecen a esta parcela. Esta parcela está afectada por una servidumbre de paso compuesta de mil seiscientos cuarenta y siete punto noventa y seis metros cuadrados (1,647.96 m.c.) la cual se compone de siete punto cincuenta (7.50) metros lineales de ancho por doscientos veinte punto treinta y dos (220.32) metros lineales de largo por su colindancia Oeste.----------

---Rectificada la cabida por haber sido objeto de mensura por el Agrimensor Frank Lozada Díaz, con licencia número cinco mil setecientos ochenta y siete (5,787), certificada mediante declaración jurada quince mil trescientos (15,300), del diez (10) de febrero de dos mil cuatro (2004), ante el notario Luis Roberto Santos y Escritura Número Treinta y Siete (37), otorgada en Mayagüez, Puerto Rico, el día uno (1) de marzo de dos mil cuatro (2004), ante el mismo notario. Inscrita al folio ciento noventa y tres (193), vuelto, del tomo ochocientos cuarenta y uno (841) de Cabo Rojo, inscripción cuarta (4ta.).”-

---PROPERTY TWO (2) is property number eighteen thousand seven hundred ninety six (18,796), recorded at page one hundred ninety three (193), of volume eight hundred forty one (841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

---PROPERTY TWO (2) was acquired by Diez, as per Deed Number Twenty Four (24), executed in Cabo Rojo, Puerto Rico, on December twenty nine (29), two thousand eleven (2011), before notary public Carlos Wilfredo Lamboy Santiago, presented at entry number two thousand nineteen

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dash one two nine four four nine S G zero one (2019-129449-SG01), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico. Said deed was clarified by Deed Number Twenty Three (23), , executed in Cabo Rojo, Puerto Rico, on December twenty six (26), two thousand twenty two (2022), before notary public Carlos Wilfredo Lamboy Santiago, presented at entry two thousand twenty two dash one six five one six two dash "S" "G" zero one (2022-165162-SG01) of Cabo Rojo, First Section of San Germán of the Registry of the Property of Puerto Rico.----------

---The real property tax identification number ("número de catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to PROPERTY TWO (2) is four zero two dash zero zero nine dash three twenty seven dash sixty nine dash zero zero zero (402-009-327-69-000).----------

---PROPERTY TWO (2) is subject to the following liens and/or encumbrances:----------

---By its origin, PROPERTY TWO (2) is free and clear of liens and encumbrances.----------

---By itself, PROPERTY TWO (2) is subject to the following liens and encumbrances:----------

-----(A) Restrictive covenants about use and edification, constituted as per Deed Number One Hundred Thirty Three (133), executed in Mayaguez, Puerto Rico, on November twenty (20), two thousand three (2003), before notary public Luis Roberto Santos, recorded at the overleaf of page one hundred ninety three (193), of volume eight hundred forty one

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(841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, parcel number eighteen thousand seven hundred ninety six (18,796), third (3rd) recording.----------

-----(B) Mortgage guaranteeing six (6) mortgage notes, in favor of its bearer, in the principal sum of three hundred thousand dollars ($300,000), with interest rate at twelve per cent (12%) per annum over the prevailing Prime Rate and due upon demand, constituted by Deed Number Sixteen (16), executed in Bayamón, Puerto Rico, on May fourteen (14), two thousand eight (2008), before notary public Edwin Gutiérrez Torres, recorded at the overleaf of page one hundred ninety three (193), of volume eight hundred forty one (841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, parcel number eighteen thousand seven hundred ninety six (18,796), fifth (5th) and last recording.-------

----------PROPERTY THREE (3)----------

---**"RUSTICA:** Parcela marcada con el Número Cincuenta y Nueve (59) del Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida cinco cuerdas (5 cdas.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En linderos: NORTE, con la Parcela Número Sesenta (60) y servidumbre de paso de diez (10) meteros de ancho de los cuales cinco (5) metros pertenecen a esta parcela; SUR, con la Parcela Número Cincuenta y Ocho (58) y servidumbre de paso de diez (10) metros de ancho de los cuales cinco (5) metros pertenecen a esta parcela; ESTE, con la Sucesión Morales Díaz; y OESTE, con la Parcela Número Cuarenta y Seis (46) y servidumbre de paso de diez (10) metros de ancho de los cuales cinco (5) metros pertenecen a esta parcela."----------

---PROPERTY THREE (3) is property number eighteen thousand seven hundred ninety seven (18,797), recorded at page one hundred ninety nine (199), of volume eight hundred

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forty one (841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

---PROPERTY THREE (3) was acquired by Diez, as per Deed Number Twenty Six (26), executed in Cabo Rojo, Puerto Rico, on December twenty nine (29), two thousand eleven (2011), before notary public Carlos Wilfredo Lamboy Santiago, presented at entry number two thousand twenty two dash one six five seven nine six "S""G" zero one (2022-165796-SG01), of Cabo Rojo, First Section of San Germán of the Registry of the Property of Puerto Rico, clarified by Deed Number Twenty Four (24), of December twenty six (26), two thousand twenty two (2022), executed in Cabo Rojo, Puerto Rico, before notary public Carlos Wilfredo Lamboy Santiago, presented at entry number two thousand twenty two dash one six five seven nine six "S""G" zero one (2022-165796-SG01), of Cabo Rojo, First Section of San Germán of the Registry of the Property of Puerto Rico.----------

---The real property tax identification number ("número de catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to PROPERTY THREE (3) is four zero two dash zero zero nine dash three twenty seven dash seventy one dash zero zero zero (402-009-327-71-000).----------

---PROPERTY THREE (3) is subject to the following liens and/or encumbrances:----------

---By its origin, PROPERTY THREE (3) is free and clear of liens and encumbrances.----------

---By itself, PROPERTY THREE (3) is subject to the following liens and encumbrances:----------

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-----(A) Restrictive covenants about use and edification, constituted as per Deed Number One Hundred Thirty Three (133), executed in Mayaguez, Puerto Rico, on November twenty (20), two thousand three (2003), before notary public Luis Roberto Santos, recorded at page one hundred ninety nine (199), of volume eight hundred forty one (841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, parcel number eighteen thousand seven hundred ninety seven (18,797), third (3rd) recording.----------

-----(B) Mortgage guaranteeing six (6) mortgage notes, in favor of its bearer, in the principal sum of one million five hundred seventy one thousand four hundred twenty eight dollars and fifty four cents ($1,571,428.54), of which one hundred forty two thousand eight hundred fifty seven dollars with fourteen cents ($142,857.14) corresponds or encumbers to PROPERTY THREE (3), with no interest and due upon demand, constituted by Deed Number Fifty Nine (59), executed in Mayaguez, Puerto Rico, on April six (6), two thousand four (2004), before notary public Luis Roberto Santos, recorded at page one hundred ninety nine (199), of volume eight hundred forty one (841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, parcel number eighteen thousand seven hundred ninety seven (18,797), fifth (5th) and last recording. PROPERTY THREE (3) was released from this mortgage pursuant to Deed Number Forty (40), executed in Mayaguez, Puerto Rico, on July ten (10), two thousand ten (2010), before notary public Luis Roberto Santos, presented for recording at entry two

thousand twenty two dash one five one nine five six dash "S" "G" zero one (2022-151956-SG01) of the First Section of San Germán of the Registry of the Property of Puerto Rico.----------

-----Two: Loma Linda is the sole owner in fee simple ("pleno dominio") and has the possession of the parcel of land described in the Spanish language as follows (hereinafter "PROPERTY FOUR (4)":----------

----------PROPERTY FOUR (4)----------

---"**RUSTICA:** Parcela marcada con el Número Sesenta (60) de la finca Bahía Bonita, radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida de diecinueve mil setecientos seis metros noventa y dos decímetros cuadrados (19,706.92 m.c.), equivalentes a cinco punto cero uno cuatro cero cuerdas (5.0140 cdas.). En linderos: NORTE, con la Parcela Número Sesenta y Uno (61) la cual contiene parte de la servidumbre de paso para su acceso de quince (15) metros de ancho; SUR, con la Parcela Número Cincuenta y Nueve (59) que contiene la servidumbre de paso para su acceso de quince (15) metros de ancho para esta parcela; ESTE, con finca de los Ramírez de Arellano; y OESTE, con las Parcelas Número Ciento Cuatro (104) y Ciento Nueve (109) las cuales ambas contienen parte de la servidumbre de paso para su acceso de quince (15) metros de ancho de los cuales siete punto cincuenta (7.50) metros pertenecen a esta parcela. Esta finca está afectada por una servidumbre de paso compuesta de mil veintiocho punto veintiuno metros cuadrados (1,028.21 m.c.) la cual se compone de siete punto cincuenta (7.50) metros lineales de ancho por ciento treinta y siete punto catorce (137.14) metros lineales de largo por su colindancia Oeste.----------

---Rectificada la cabida por haber sido objeto de mensura por el Agrimensor Frank Lozada Díaz, con licencia número cinco mil setecientos ochenta y siete (5787), certificada mediante declaración jurada número quince mil trescientos uno (15,301) del diez (10) de febrero de dos mil cuatro (2004), ante el notario Luis Roberto Santos y Escritura Número Treinta y Ocho (38), otorgada en Mayagüez, Puerto Rico, el uno (1) de marzo de dos mil cuatro (2004), ante el mismo notario e inscrita al folio doscientos dos (202), del tomo ochocientos cuarenta y uno (841) de Cabo Rojo, Sección de San Germán del Registro de la Propiedad de Puerto Rico, finca número dieciocho mil setecientos noventa y ocho (18,798), inscripción cuarta (4ta.).----------

---PROPERTY FOUR (4) is property number eighteen thousand seven hundred ninety eight (18,798), recorded at

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page number two hundred and two (202), of volume eight hundred forty one (841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

---PROPERTY FOUR (4) was acquired by Loma Linda pursuant to Deed Number Ninety Six (96), executed in Mayaguez, Puerto Rico, on June eight (8), two thousand four (2004), before notary public Luis Roberto Santos, recorded at page two hundred and two (202), of volume eight hundred forty one (841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, parcel number eighteen thousand seven hundred ninety eight (18,798), fifth (5th) recording.----------

---The real property tax identification number ("número de catastro") assigned by the Muncipal Revenue Collection Center ("CRIM") to PROPERTY FOUR (4) is four zero two dash zero zero nine dash three hundred twenty seven dash seventy two dash zero zero zero (402-009-327-72-000).-------

---PROPERTY FOUR (4) is subject to the following liens and/or encumbrances:----------

---By its origin, PROPERTY FOUR (4) is free and clear of liens and encumbrances.----------

---By itself, PROPERTY FOUR (4) is subject to the following liens and encumbrances.----------

-----(A) Restrictive covenants about use and edification, constituted as per Deed Number One Hundred Thirty Three (133), executed in Mayaguez, Puerto Rico, on November twenty (20), two thousand three (2003), before notary public Luis Roberto Santos, recorded at page two hundred and two

(202), of volume eight hundred forty one (841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, parcel number eighteen thousand seven hundred ninety eight (18,798), third (3rd) recording.----------

-----(B) Mortgage guaranteeing six (6) mortgage notes, in favor of its bearer, in the principal sum of three hundred thousand dollars ($300,000), with no interest and due on June eight (8), two thousand nine (2009), constituted by Deed Number Ninety Seven (97), executed in Mayaguez, Puerto Rico, on June eight (8), two thousand four (2004), before notary public Luis Roberto Santos, recorded at the overleaf of page two hundred and two (202), of volume eight hundred forty one (841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, parcel number eighteen thousand seven hundred ninety eight (18,798), fifth (5th) and last recording.----------

---PROPERTY ONE (1), PROPERTY TWO (2), PROPERTY THREE (3) and PROPERTY FOUR (4) will be jointly referred to hereinafter as the "Property".----------

---SECOND: Buyer wishes to acquire an option to buy the Property, with all its improvements, and rights and annexes, and Sellers wish to grant, and hereby grant, said option to Buyer (hereinafter the "Option"), which is done pursuant to this public instrument and in accordance with the following-----

----------TERMS AND CONDITIONS:----------

-----2.1. The purchase-sale price of the Property will be the lump sum of TWO MILLION ONE HUNDRED FIFTY THOUSAND DOLLARS ($2,150,000), of which SIX

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HUNDRED THOUSAND DOLLARS ($600,000) correspond to PROPERTY ONE (1), TWO HUNDRED THIRTY THOUSAND DOLLAS ($230,000) correspond to PROPERTY TWO (2), THREE HUNDRED NINETY FIVE THOUSAND TWO HUNDRED AND SIXTY NINE DOLLARS ($395,269) correspond to PROPERTY THREE (3) and NINE HUNDRED TWENTY FOUR THOUSAND SEVEN HUNDRED THIRTY ONE DOLLARS ($924,731) correspond to PROPERTY FOUR (4). Said TWO MILLION ONE HUNDRED FIFTY THOUSAND DOLLARS ($2,150,000) will be paid as follows:----------

----------2.1.1. the sum of TWO MILLION FORTY TWO THOUSAND FIVE HUNDRED DOLLARS ($2,042,500) will be payable in full, through manager's checks to the order of the Sellers, simultaneously with the execution of the purchase sale public deed whereby Buyer will acquire fee simple title to the Property and the possession thereof, pursuant to the Option (the "Purchase-Sale Deed"). Of said TWO MILLION FORTY TWO THOUSAND FIVE HUNDRED DOLLARS ($2,042,500), FIVE HUNDRED SEVENTY THOUSAND SIXTY ONE DOLLARS WITH SEVENTY FIVE CENTS ($570,061.75), will correspond and be allocated to Diez and PROPERTY ONE (1), TWO HUNDRED EIGHTEEN THOUSAND FIVE HUNDRED FORTY SEVEN DOLLARS WITH FIFTY CENTS ($218,547.50), will correspond and be allocated to Diez and PROPERTY TWO (2), THREE HUNDRED SEVENTY FIVE THOUSAND FOUR HUNDRED ELEVEN DOLLARS WITH FIFTY CENTS ($375,411.50), will

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correspond and be allocated to Diez and PROPERTY THREE (3), and EIGHT HUNDRED SEVENTY EIGHT THOUSAND FOUR HUNDRED SEVENETY NINE DOLLARS WITH TWENTY FIVE CENTS ($878,479.25), will correspond and be allocated to Loma Linda and PROPERTY FOUR (4).----------2.2. As consideration for the Option, Buyer has paid to Seller, simultaneously with the execution of this public deed or before its execution, the sum of ONE HUNDRED SEVEN THOUSAND FIVE HUNDRED DOLLARS ($107,500), as good faith deposit (the "Initial Deposit"), which will be non-reimbursable, except only as set forth below in this public deed. Sellers hereby acknowledge receipt of the Deposit. The Deposit is distributed and allocated among the four (4) parcels which comprise the Property as follows:----------The deposit to Diez for PROPERTY ONE (1) consists of THIRTY THOUSAND THREE DOLLARS WITH TWENTY FIVE CENTES ($30,003.25).----------The deposit to Diez for PROPERTY TWO (2) consists of ELEVEN THOUSAND FIVE HUNDRED TWO DOLLARS WITH FIFTY CENTS ($11,502.50).----------The deposit to Diez for PROPERTY THREE (3) consists of NINETEEN THOUSAND SEVEN HUNDRED FIFTY EIGHT DOLLARS WITH FIFTY CENTS ($19,758.50).----------The deposit to Loma Linda for PROPERTY FOUR (4) consists of FORTY SIX THOUSAND TWO HUNDRED THIRTY FIVE DOLLARS WITH SEVENTY FIVE CENTS ($46,235.75).----------

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-----2.3. The Option is granted for an initial term of one (1) year, starting on the date of execution of this public deed and ending on February twenty second (22nd), two thousand twenty four (2024) (the "Initial Term"). The Initial Term may be extended only as set forth hereinafter.----------

-----2.4 Upon the execution of the Purchase-Sale Deed, the Initial Deposit will be credited to the purchase-sale price of the Property.----------

-----2.5 The Initial Term may be extended up to one (1) additional year, up to the first (1st) anniversary of the maturity of the Initial Term, provided (i) Buyer requests said extension in writing on or before the maturity of the Initial Term; (ii) Buyer pays Sellers, on or before the maturity of the Initial Term, an additional amount of ONE HUNDRED SEVENTY TWO THOUSAND DOLLARS ($172,000) which will be distributed and allocated among the four (4) parcels which comprise the Property as follows (the "Second Deposit"):----------

---------The sum of FORTY EIGHT THOUSAND FIVE DOLLARS WITH TWENTY CENTS ($48,005.20), will correspond and be allocated to Diez and PROPERTY ONE (1).----------

---------The sum of EIGHTEEN THOUSAND FOUR HUNDRED AND FOUR DOLLARS ($18,404), will correspond and be allocated to Diez and PROPERTY TWO (2).----------

---------The sum of THIRTY ONE THOUSAND SIX HUNDRED THIRTEEN DOLLARS WITH SIXTY CENTS ($31,613.60), will correspond and be allocated to Diez and PROPERTY THREE (3).----------

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----------The sum of SEVENTY THREE THOUSAND NINE HUNDRED SEVENTY SEVEN DOLLARS WITH TWENTY CENTS ($73,977.20), will correspond and be allocated to Loma Linda and PROPERTY FOUR (4).----------

---The Initial Term, as extended, if extended, shall be hereinafter referred to as the "Term".----------

---The Initial Deposit and the Second Deposit, shall be hereinafter jointly referred to as the "Deposit").----------

-----2.6. If the Term ends and Buyer has not bought the Property within the Term (except for reasons attributable to Sellers), then the Deposit will be lost by Buyer, and will become the property of Sellers, as liquidated damages. If the Property cannot be bought by Buyer within the Term, for reasons attributable to Sellers, then Sellers will reimburse the Deposit to Buyer at the end of the Term. The parties acknowledge that reasons attributable to Sellers comprise only (i) the denial or inability of Sellers to execute the Purchase-Sale Deed within the Term; and (ii) the inability of Sellers to deliver to Buyer good title over the Property, free and clear of liens and encumbrances, except those imposed by its origin, laws and/or regulations.----------

-----2.7. The real estate property taxes payable to the Centro de Recaudaciones de Ingresos Muncipales ("CRIM"), and all special taxes (if applicable) of the Property will be the responsibility of Sellers and payable by Sellers up to the date of execution of the Purchase-Sale Deed (the "Closing Date"). Thereafter they shall be the responsibility of Buyer and payable by Buyer.----------

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-----2.8. The Purchase-Sale Deed shall be executed before a notary public selected by Buyer.----------

-----2.9. Deeds to cancel any liens or encumbrances affecting the Property existing at the time of execution of the Purchase-Sale Deed, except any permitted encumbrances will be executed no later than the Closing Date, before a notary public selected by Buyer.----------

-----2.10. Through the Purchase-Sale Deed, Buyer will acquire recordable fee simple title to the Property and the possession thereof, "as is, where is", free and clear of occupants, liens and encumbrances, except permitted encumbrances disclosed in this deed, if any. During the Term of the Option, Seller will have the possession of the Property and will be allowed to conduct legal business activities in the Property.----------

-----2.11. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of the Property of Puerto Rico of this public deed and of the Purchase-Sale Deed will be paid by Buyer.----------

-----2.12. The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of the Property of the deeds of cancellation mentioned in Section 2.9, above (if any) shall be paid by Seller.----------

-----2.13. This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them.----------

-----2.14. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of Puerto Rico in the event of any litigation pursuant to this public deed.

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-----2.15. All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

------TO SELLERS:----------
------Fernando Alberto Diez Antongiorgi ----------
------Arlene Divina Ramírez Kurtz----------
------Loma Linda, S.E.----------
------Urbanización Borinquen N-16----------
------Juan Morel Campos----------
------Cabo Rojo, PR 00623----------
------Electronic Mail: fdo10@aol.com----------

------TO BUYER:----------
------PR INVESTCO LLC----------
-------733 Third Avenue----------
-------New York, NY 10017----------
------Attention: Eileen Sawyer----------
-----Electronic Mail: roberto.ruiz@ccgc.com.do----------

------TO THE BROKER:----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920----------
------Attention: José Enrique Pérez Cruz----------
-----Electronic Mail: passportre@gmail.com----------

-----2.16. Sellers represents and warrants to Buyer that, to the best of Sellers' knowledge, in the Property there are no toxic, dangerous, contaminated or contaminating substances, and that the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----2.17. The appearing parties acknowledge that the Broker, mister José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the subject of this Option. The fees to Mr. Pérez Cruz

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and his associates, if any, for said service will be the responsibility of Buyer and paid simultaneously with the execution of the Purchase-Sale Deed, only if the Option is exercised by Buyer and Buyer buys the Property pursuant to the Option. Said fees will amount to ONE HUNDRED SEVEN THOUSAND FIVE HUNDRED DOLLARS ($107,500), equivalent to five percent (5%) of the purchase-sale price of the Property.----------

-----2.18. The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed.----------

-----2.19. In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgement or judicial order, then and in that event the rest of this public deed will continue in full force and effect.

-----2.20. During the Term, Buyer and its employees, agents and/or contractors are authorized to enter the Property to make studies, identify boundaries, take measurements and make inspections, during business days and hours, and the persons entering the Property pursuant to this authorization will be responsible for the damages suffered or caused by them in the Property. Every employee who enters the Property pursuant to this authorization will be insured by a valid policy of the Puerto Rico State Insurance Fund, and, if applicable, of the "Chauffers' Insurance" or "Seguro Choferil". In addition, Buyer will have in place, during the term of the Option, a public liability insurance policy covering damages caused or suffered in the Property by the persons who enter it

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pursuant to this authorization, with a minimum coverage of ONE MILLION DOLLARS ($1,000,000) per occurrence. Sellers will appear as co-insured in the policy, together with Buyer.----------

-----2.21. During the Term, Buyer is authorized to seek the approvals, permits and endorsements necessary for the development in the Property of a residential, recreational and tourism project, or of part of a residential, recreational and tourism project, provided the existing DTS zoning of the Property is not changed, and that such approvals, permits and endorsements (i) comply with the requirements of the existing DTS zoning of the Property; and (ii) do not negatively affect and/or diminish the value or quality of the Property. Sellers hereby commit to confirm this authorization in writing if required by Buyer, for presentation to the corresponding public or governmental agencies and entities. If the Property is not purchased by Buyer, all approvals, permits and endorsements obtained by Buyer for the Property pursuant to the aforesaid authorization, and any studies, map surveys, designs or any other resource used to obtain those permits and approvals, will be transferred and assigned by Buyer to Seller at the end of the Term, at no cost to Sellers.----------

-----2.22. The Property may not be altered during the Term, except only if specifically authorized in advance, in writing, by Sellers and Buyer.----------

-----2.23. The Option is not transferable by Sellers. Conversely, Buyer is authorized to transfer or assign this agreement and all its rights and obligations hereunder, at the

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sole option and discretion of Buyer.----------

---**THIRD:** Additional Documentation. The parties hereto agree to execute and deliver any additional instruments and documents that may be necessary to record the transaction contemplated in this deed in the Registry of the Property of Puerto Rico. Any costs and expenses, including attorneys' fees, incurred in connection with the execution of any additional instruments and documents shall be for the account of the Buyer. ----------

---**FOURTH:** Request to the Registrar. The Honorable Registrar of the Property of Puerto Rico is respectfully requested to record in the Registry of the Property of Puerto Rico the Option, as set forth in this deed.----------

---**FIFTH:** If Buyer does not purchase the Property pursuant to the Option, Buyer will, within thirty (30) consecutive calendar days after the end of the Term, at Buyer's cost and expense, (i) cancel the lien or encumbrance on the Property created by the Option; and (ii) file for recordation in the Registry of the Property of Puerto Rico any and all documents needed for the recording of said cancellation in the Registry of the Property. If the appearance of Sellers is required in said cancellation, Sellers will appear therein.----------

----------ACCEPTANCE AND WARNINGS----------

---The appearing parties to this deed accept the same as drafted because it has been drawn up in accordance with their stipulations, terms and conditions. I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this deed and they were fully advised by me

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thereon. Specifically, I advised them of the following:----------

-----(a) That any liens or encumbrances affecting title to the Property that may be filed for recordation prior to the filing of this deed may be legally binding and could take precedence over this deed.----------

-----(b) It is advisable to verify the status of liens and encumbrances on the Property as they may appear from the Registry of the Property of Puerto Rico on the date hereof and of the adverse consequences which may result from the failure to do so. To this effect, the appearing parties have been warned and advised by the subscribing Notary Public about the following: (i) that the digital system of recordation of the Digital Registry of Immovable Property of the Commonwealth of Puerto Rico provides Access to the Electronic Diary of Daily Operations, the Electronic Book of Recordations, and the Single Book of Liens ("Libro Unico de Embargos") twenty four (24) hours a day, seven (7) days a week for both inquiries and filings which may affect the registration or rights under this deed; (ii) that said electronic books have been reviewed up to the date of the title search prepared for this transaction; and (iii) that the authorizing Notary Public has not consulted the Registry of the Property of Puerto Rico in any way whatsoever after the date of the aforementioned title search, to all of which the appearing parties give their acceptance and compliance, being fully aware of its consequences.----------

-----(c) That this deed was prepared in accordance with title searches (the "Title Searches"), prepared by **Maribel Vargas**

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Ramos, a person engaged in such business, and not by the undersigned Notary. The aforementioned Title Searches are dated October 6, two thousand twenty two (2022). An additional title search was prepared for PROPERTY THREE (3) by Capital Title Services, LLC, on January thirteen (13), two thousand twenty three (2023). Also, the undersigned Notary Public relied upon a Certification of Real Property ("Certificación de Propiedad Inmueble"), for PROPERTY THREE (3), signed electronically by the Registrar of the Property of Puerto Rico, Larissa Maldonado Carrasco, on January seventeen (17), two thousand twenty three (2023), at three thirty nine p.m. (3:39 pm), to assess the status of the liens and encumbrances over PROPERTY THREE (3).----------(d) The appearing parties accept the Title Searches and the Certificación de Propiedad Inmueble mentioned above, and are satisfied with the contents thereof. Consequently, the appearing parties release the Notary from any responsibility due to errors or omissions in said Title Searches and in the Certificación de Propiedad Inmueble and/or due to any changes in the title to the Property or in its liens and encumbrances that might occur between the date of the Title Searches and the date this deed is presented to the Registry of the Property of Puerto Rico for registration.----------(e) The necessity and convenience of obtaining a negative certification of debt from the Municipal Revenue Collection Center tax rolls (CRIM – Centro de Recaudaciones de Ingresos Municipales) regarding the Property.----------(f) This deed must be recorded in the appropriate Section

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of the Registry of the Property of Puerto Rico in order to bind all rights herein to third-parties.----------

---The appearing parties waived the right which I advised them they had to have witnesses to the execution of this deed; but, upon my advice, made use of their right to read the same, and, finding it drafted to their entire satisfaction, having been advised by me, the Notary, of the pertinent legal warnings and reservations, acknowledging that they have understood this deed in all its parts, fully ratify and confirm the statements contained herein as the true and exact embodiment of their stipulations, terms, and conditions, proceed to sign before me, and to affix their initials on each folio of the same.----------

---And I, the Notary, do hereby CERTIFY AND ATTEST as to my personal knowledge or identification of the appearing parties and as to their personal circumstances, in accordance with their statements, as well as to all other things herein contained.----------

---I, the Notary, CERTIFY AND GIVE FAITH.----------

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---I HEREBY CERTIFY, that the first certified copy of the present deed was issued in favor of Buyer, at the same date and place of the execution thereof. I ATTEST. ----------

NOTARY

----------**DEED NUMBER THREE (3)**----------

----------**PURCHASE AND SALE** ----------

---In San Juan, Puerto Rico, on this fifth (5th) day of February, two thousand twenty-four (2024). ----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with residence and offices in San Juan, Puerto Rico.----------

----------**APPEAR**----------

---AS THE PARTY OF THE FIRST PART: **NORMA ROMÁN IRIZARRY**, of legal age, single, property owner, and resident of San Juan, Puerto Rico; and **DORIS ROMÁN IRIZARRY**, of legal age, single, property owner, and resident of Cabo Rojo, Puerto Rico (hereinafter, collective referred to as, "Sellers"). ----------

---AS THE PARTY OF THE SECOND PART: **CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "Buyer"), a limited liability company organized, existing and in good standing under the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, GLADYS OMAYRA FONTÁNEZ REYES, who is of legal age, single, attorney at law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this Deed arises from a Certificate of Resolution of Buyer signed by Eileen Sawyer, as Manager of Buyer, on February one (1), two thousand twenty-four (2024), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engines of the Department of State and the Office of Information Technology Services of the State of New York. I further certify that I have examined the aforesaid Certificate of Resolution of Buyer and that it is adequate and sufficient, and complies with all legal requirements

JORGE A. MORALES CORDERO ABOGADO NOTARIO

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under Puerto Rico law, to authorize Ms. Fontánez Reyes to appear herein on behalf of Buyer. ----------

---I hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective age, civil status, occupation and residence. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily,----------

----------**STATE AND AGREE**----------

---**FIRST:** Sellers are the owners in fee simple title ("*pleno dominio*"), and have the possession of the parcel of land described in the Spanish language as follows (hereinafter, the "Property"):----------

---"*RUSTICA: Parcela marcada con el número ciento doce (112) de la finca Bahía Bonita, radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida mensurada de veintiún mil trescientos treinta y cuatro metros cuadrados con noventa centímetros cuadrados (21,334.90 m.c.), equivalentes a cinco cuerdas con cuatro mil doscientos ochenta y dos diez milésimas de otra (5.4282 cdas.). En linderos, por el NORTE, con la parcela número ciento trece (113); por el SUR, con la parcela número ciento diez (110) que contiene parte de la servidumbre de paso para su acceso de quince (15) metros de ancho, de los cuales siete punto cincuenta (7.50) metros pertenecen a esta parcela; por el ESTE, con la parcela número ciento cuatro (104) y con la parcela número ciento nueve (109), la cual contiene parte de la servidumbre de paso para su acceso de quince (15) metros de ancho; y por el OESTE, con la parcela número cuarenta y cuatro (44).* ----------

---*Descrita luego de Rectificación de Cabida hecha por el Agrimensor Frank Lozada Díaz, mediante la escritura número uno (1), otorgada en Mayagüez, Puerto Rico, el día doce (12) de enero de dos mil cuatro (2004), ante el notario público Luis Roberto Santos, inscrita al folio setenta (70) del tomo ochocientos cuarenta y tres (843) de Cabo Rojo de la Sección de San Germán del Registro de la Propiedad de Puerto Rico, finca número dieciocho mil ochocientos cuarenta y seis (18,846), inscripción tercera (3ª).*"----------

---The Property is recorded at page 25 of volume 511 of Cabo Rojo, property number 18,846, Section of San Germán of the Registry of Property of Puerto Rico (the "Registry"). ----------

---The Property was acquired by Sellers by donation, pursuant to Deed Number Five (5), executed in San Sebastián, Puerto Rico, on February four (4), two thousand fifteen (2015), before Notary Gerardo Pérez

JORGE A. MORALES CORDERO ABOGADO NOTARIO

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Echevarría, recorded as the fifth (5th) inscription of Property 18,846.----- ---The tax identification number ("*número de catastro*") assigned to the Property by the Municipal Revenues Collection Center ("CRIM") is 402-009-327-84-000. ----------

----------**LIENS AND ENCUMBRANCES** ----------

---By its origin, the Property is free of liens and encumbrances. ----------

---By itself, the Property is subject to:----------

----(A) Mortgage (hereinafter, the "Mortgage") to secure a promissory note in the principal sum of Four Hundred Thousand Dollars ($400,000), of which Forty Thousand Dollars ($40,000) constitute a lien over the Property, payable to the bearer, with annual interest at six percent (6%), payable in seven annual installments, beginning on January twenty-four (24), nineteen ninety-three (1993) constituted pursuant to Deed Number Thirteen (13), executed in Cabo Rojo, Puerto Rico, on January twenty-four (24), nineteen hundred eighty-two (1982), before Notary Rafael Doitteau Cruz, recorded at page 25 of volume 511 of Cabo Rojo, second (2nd) inscription under property 18,846. The Mortgage was cancelled by lapse of the statute of limitations, pursuant to a notarial instrument (*Instancia*) filed at the Registry and pending recordation under entry number 2023-058031-SG01.----------

---**SECOND:** On August four (4), two thousand twenty-three (2023), Sellers granted to Buyer's affiliate, PR Investco LLC ("PR Investco"), an option to purchase the Property, pursuant to an Option to Purchase Agreement (*Contrato de Opción*) (hereinafter, the "Purchase Agreement"). The parties hereto acknowledge and agree that PR Investco has assigned to Buyer all of its rights and obligations under the Purchase Agreement, and that Buyer is the permitted assignee and successor of PR Investco thereunder. ----------

----------**PURCHASE AND SALE**----------

---**THIRD:** In accordance with the Purchase Agreement, Sellers hereby

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sell, convey and transfer fee simple title ("*pleno dominio*") to the Property and the possession thereof to Buyer, and Buyer hereby purchases from Sellers fee simple title ("*pleno dominio*") to the Property and the possession thereof, in accordance with the following ----------

----------**TERMS AND CONDITIONS**----------

-----One: The purchase price of the Property is the lump sum of **ONE MILLION DOLLARS ($1,000,000)** (hereinafter the "Purchase Price").

-----Two: The Purchase Price is payable as follows: ----------

------(A) The sum of ONE HUNDRED THOUSAND DOLLARS ($100,000) was paid by Buyer to Sellers concurrently with the execution of the Purchase Agreement, which amount has been credited in its entirety to the Purchase Price. ----------

------(B) Concurrently with the execution of this Deed, Buyer has delivered to Sellers the sum of NINE HUNDRED THOUSAND DOLLARS ($900,000). Said sum has been paid by Buyer to Sellers by certified or manager's check to the order of Sellers and Sellers hereby acknowledge receipt thereof in form and substance acceptable to Buyer.

-----Three: Buyer shall be entitled to the immediate possession of the Property, without any additional formality, document or request. ---------

-----Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of Sellers and, thereafter, for the account of Buyer. ----------

-----Five: Sellers hereby deliver to Buyer fee simple title to the Property, vacant, and free and clear of all liens, encumbrances or defects. ----------

-----Six: Buyer specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) Sellers hereby sell and Buyer hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from Sellers or any of Seller's agents,

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employees, members, representatives, attorneys or brokers (each such party, a "Sellers Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by Sellers to Buyer (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof, its facilities, soils, geology, and groundwater; (b) the dimensions, area, and size of the Property; (c) the development or income potential, or rights of or relating to the Property or the adequacy of the Property for any particular purpose, (d) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of Buyer or any other person to obtain any necessary governmental approvals, licenses, or permits for Buyer's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters regarding the operation of the Property. Buyer further acknowledges and agrees that Sellers are under no duty to make any inquiry regarding any matter that may or may not be known to Sellers or any Sellers Affiliate. Upon execution of this public deed, Buyer shall assume the risk of adverse matters relating to adverse investigations, and Buyer, upon execution of this public deed, shall be deemed to have waived, relinquished and released Sellers and all Sellers Affiliates from and against any and all

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claims, of any and every kind or character (including attorneys' fees), known or unknown, which Buyer might have asserted or alleged or may assert or allege in the future against Sellers or any Sellers Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution of this deed. ----------

-----Seven: Sellers represent and warrant to Buyer that, to the best of their knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that, to the best of Sellers' knowledge, the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----Eight: The notarial fees, stamps on the original, stamps on the first certified copy, filing and recording rights of this Deed at the Registry will be paid by Buyer.----------

-----Nine: This Deed will be interpreted and governed in accordance with the laws of the Commonwealth of Puerto Rico. The appearing parties submit themselves to the exclusive jurisdiction of the Court of First Instance of the Commonwealth of Puerto Rico in the event of any litigation arising out of this Deed.----------

-----Ten: All notices to the parties pursuant to this Deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

----TO SELLERS: ----------

------Norma Román Irizarry----------
------Doris Román Irizarry ----------
------PO Box 862----------
------Boquerón, PR 00622 ----------

------With a copy to: Luis Ángel Ramírez Vélez, Esq.----------
------23 Urb. Bonilla----------
------Cabo Rojo, PR 00623-3141 ----------
------Electronic Mail: bufeteramirezvelez@yahoo.com----------
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----TO BUYER:----------

------CABO ROJO LAND ACQUISITION LLC----------
------733 Third Avenue ----------
------New York, NY 10017----------
------Attention: Eileen Sawyer ----------
------Electronic Mail: roberto.ruiz@ccgc.com.do----------

-----Eleven: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

-----Twelve: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the remaining provisions of this Deed will continue in full force and effect.----------

-----Thirteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver such documents or instruments, public or private, which may be necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any correction deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of Buyer, except that each party shall bear the fees of their respective counsel.----------

---**FOURTH:** The Notary advises Buyer as to the importance of filing the corresponding property change of ownership application before the CRIM, and to obtain, prior to the execution of this deed, a certification indicating whether any sums related to property taxes are owed by Seller. Pursuant to applicable law, Buyer is responsible for filing at the CRIM the corresponding application for property tax exemption and /or change of ownership, within thirty (30) days from the date of execution hereof. Buyer hereby declares that it is fully aware of the aforementioned obligations and releases the undersigned Notary from this responsibility.

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----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ---

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstract was prepared by Capital Title Services Inc. and is dated January twenty-four (24), two thousand twenty-four (2024);----------

-----(c) that after the date of such title abstract and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry as of the date of the title abstract;----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification; ----------

-----(e) of the right of the Buyer to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights;----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the

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regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.; ----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property; ----------

-----(h) of the importance of recording a copy of this deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this deed is not recorded at the Registry; ----------

-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property; ----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations; ----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its contents; ----------

-----(l) of the need and consequences to the Sellers of filing the *Planilla Informativa Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles* with the Puerto Rico Treasury Department; and ----------

-----(m) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et seq.*, is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Seller, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for

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the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the Sellers and their agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed.----------

----------**READING, ACCEPTANCE AND EXECUTION** ----------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their initials on each page thereof.----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

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CERTIFICO que en la misma fecha y lugar de su otorgamiento expedí primera copia certificada a favor de la parte compradora. DOY FE. ----

Notario(a) Público(a)

----DEED NUMBER THIRTEEN (13)----------

------ DEED OF OPTION TO PURCHASE REAL ESTATE ------

---In the City of San Juan, Puerto Rico, on this seventeenth (17th) day of February, two thousand twenty three (2023),-------

---------- **BEFORE ME,** ----------

---MARIA DEL ROSARIO PUJOL THOMPSON, Attorney-at-Law and Notary Public in and for the Commonwealth of Puerto Rico, with residence in Guaynabo, Puerto Rico, and offices located at suite two hundred (200), Puerta del Condado Building, one thousand ninety five (1095) Wilson Street, San Juan, Puerto Rico,----------

---------- **APPEAR:** ----------

---AS PARTY OF THE FIRST PART: EDGARDO MANUEL HERNANEZ ALVARADO (hereinafter referred to as "EDGARDO"), and his spouse, CYNTHIA CARIDAD MELENDEZ SALGADO (hereinafter referred to as "CYNTHIA"), both of legal age, married to each other, property owners and residents of the State of Tennessee, United States of America, who appear herein in their respective personal capacities and as representatives of the conjugal partnership constituted by and between them in accordance with the laws of Puerto Rico. CYNTHIA appears herein represented by her attorney in fact, her husband EDGARDO, pursuant to a General Power of Attorney ("Poder General"), constituted as per deed number seventy one (71), executed in Naranjito, Puerto Rico, on December twenty eight (28), two thousand twenty two (2022), before notary public Héctor Manuel Marrero Marrero. The aforementioned General Power of Attorney was recorded as number eighteen

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fourteen dash four hundred thirty (1814-430) at the "Oficina de Inspección de Notarías ("ODIN") on January ten (10), two thousand twenty three (2023). I, the Notary, hereby certify that I have had before me a certified copy of said General Power of Attorney, that I have reviewed it, together with a certified copy of the aforesaid General Power of Attorney, and that, in my opinion, said document is legally valid and correct, and comply with all legal requirements needed to authorize EDGARDO to appear in this public deed on behalf of CYNTHIA, as attorney in fact of CYNTHIA. EDGARDO and CYNTHIA will be jointly referred to hereinafter as "Sellers".----------

---AS PARTY OF THE SECOND PART: PR INVESTCO LLC (hereinafter "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of the State of Delaware, United States of America, represented herein by its authorized representative, MS. GLADYS OMAYRA FONTANEZ REYES, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this public deed arises from Certificate of Resolution of PR INVESTCO LLC signed by Eileen Sawyer, in her capacity of Manager of PR INVESTCO LLC, on February fifteen (15), two thousand twenty three (2023), in New York, New York, United States of America, before notary public Eric Orenstein, an original of which I, the Notary, hereby certify to have had before me, and which, in my opinion, is in full compliance with all legal requirements to authorize Ms. Gladys Omayra Fontanez Reyes to appear in this public deed on behalf of Buyer; and----

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---**AS THE PARTY OF THE THIRD PART:** Mister **JOSE ENRIQUE PEREZ CRUZ**, also known as José E. Pérez (hereinafter the "Broker"), who is of legal age, married, real estate broker, and resident of Bayamón, Puerto Rico.----------

---I, the Notary, certify that I am personally acquainted with all parties, and, through their statements, I further certify as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and accordingly they do hereby----------

----------STATE AND AGREE----------

---**FIRST:** The Property; Title, Liens and Encumbrances.------

-----One. Title. Sellers are the sole owners in fee simple title ("pleno dominio") and have the possession of the parcel of land described in the Spanish language as follows (hereinafter the "PROPERTY"):----------

---**"RUSTICA:** Barrio Boquerón de Cabo Rojo, Puerto Rico. Solar: veintidós (22). Cabida: veinte mil cuatrocientos veintisiete punto seiscientos setenta y seis (20,427.676) metros cuadrados. Linderos: NORTE, con la parcela número cincuenta y tres (53) de Monte Carlo y con su camino de acceso de catorce punto cero cero (14.00) metros de ancho. SUR, con la parcela número ochenta y nueve (89) de Monte Carlo y con su camino de acceso de catorce punto cero cero (14.00) metros de ancho. ESTE, con la parcela cuarenta y cinco (45) del Fideicomiso Bahía Bonita, Inc., la cual contiene una servidumbre de paso de cinco (5) metros de ancho para el establecimiento de utilidades públicas y con la parcela cuarenta y seis (46) del Fideicomiso Bahía Bonita, Inc. OESTE, con la parcela número cuarenta (40) de Monte Carlo y con su camino de acceso de catorce punto cero cero (14.00) metros de ancho."----------

---The PROPERTY is property number eighteen thousand eight hundred thirty one (18,831), recorded at page two hundred thirty five (235), of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

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---The PROPERTY was acquired by Sellers through Deed Number One Hundred and Nine (109), executed in Bayamón, Puerto Rico, on December twenty nine (29), two thousand twenty one (2021), before notary public Roberto Almodóvar Rodríguez, presented for recording at entry two thousand twenty two dash zero zero forty one zero two dash "S" "G" zero one (2022-004102-SG01) of the Karibe System on January fourteen (14), two thousand twenty two (2022).--------

---The real property tax identification number ("número de catastro") assigned by the Muncipal Revenue Collection Center ("CRIM") to the PROPERTY is four zero two dash zero nineteen dash three hundred twenty seven dash thirty seven dash zero zero zero (402-019-327-37-000).----------

---The PROPERTY is subject to the following liens and/or encumbrances:----------

---By its origin, the PROPERTY is encumbered by a right of way.----------

---By itself, the PROPERTY is free of liens and encumbrances.----------

---SECOND: Buyer wishes to acquire an option to buy the PROPERTY, with all its improvements, and rights and annexes, and Sellers wish to grant, and hereby grant, said option to Buyer (hereinafter the "Option"), which is done pursuant to this public instrument and in accordance with the following:----------

----------TERMS AND CONDITIONS:----------

-----2.1. The purchase-sale price of the PROPERTY will be the lump sum of ONE MILLION TWENTY ONE THOUSAND THREE HUNDRED EIGHTY THREE DOLLARS WITH

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EIGHTY CENTS ($1,021,383.80), payable as follows:----------

----------2.1.1. the sum of ONE HUNDRED TWO THOUSAND ONE HUNDRED THIRTY EIGHT DOLLARS WITH THIRTY EIGHT CENTS ($102,138.38) has been paid by Buyer to Sellers simultaneously with the execution of this public deed, as consideration for the Option, as good faith deposit (the "Deposit"), which will be non-reimbursable, except only as set forth below in this public deed. Sellers hereby acknowledge receipt of the Deposit.----------

----------2.1.2 the sum of THREE HUNDRED SIX THOUSAND FOUR HUNDRED FIFTEEN DOLLARS WITH FOURTEEN CENTS ($306,415.14) will be payable in full, through manager's check to the order of Sellers, simultaneously with the execution of the purchase sale public deed whereby Buyer will acquire fee simple title to the PROPERTY and the possession thereof, pursuant to the Option (the "Purchase-Sale Deed").----------

----------2.1.3. the sum of SIX HUNDRED TWELVE THOUSAND EIGHT HUNDRED THIRTY DOLLARS WITH TWENTY EIGHT CENTS ($612,830.28) will be deferred (the "Deferred Purchase Price") and payable in two (2) annual installments of THREE HUNDRED SIX THOUSAND FOUR HUNDRED FIFTEEN DOLLARS WITH FOURTEEN CENTS ($306,415.14) each, on the first (1st) and second (2nd) anniversary of the execution of the Purchase-Sale Deed, respectively.----------

---Interest on the outstanding principal balance of the Deferred Purchase Price will accrue, beginning on the date of execution of the Purchase Sale Deed and until full payment

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thereof, at the simple rate of five per cent (5%) per annum, payable together with each of the aforementioned installments of the Deferred Purchase Price.----------

---The Deferred Purchase Price will evidenced and guaranteed by one (1) promissory note, in the principal amount of SIX HUNDRED TWELVE THOUSAND EIGHT HUNDRED THIRTY DOLLARS WITH TWENTY EIGHT CENTS ($612,830.28), which will be in turn guaranteed by a first mortgage in the principal sum of SIX HUNDRED TWELVE THOUSAND EIGHT HUNDRED THIRTY DOLLARS WITH TWENTY EIGHT CENTS ($612,830.28) (the "$612,830.28 Mortgage") encumbering the PROPERTY, issued by Buyer to the order of Sellers, due in two (2) annual installments of THREE HUNDRED SIX THOUSAND FOUR HUNDRED FIFTEEN DOLLARS WITH FOURTEEN CENTS ($306,415.14) each, on the first (1st) and second (2nd) anniversary of the execution of the Purchase Sale Deed, respectively, with interest at five per cent (5%) per annum, from the date of execution of the Purchase-Sale Deed until full payment thereof, payable together with each of the aforementioned installments of principal.----------

---The deed of constitution of the $612,830.28 Mortgage will be executed before a notary public selected by Buyer. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of the Property of Puerto Rico of the deed of constitution of the $612,830.28 Mortgage will be paid by Buyer.----------

-----2.2. In addition to the Deposit and as an additional *sine qua non* condition and consideration for the Option, Buyer will

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pay to Seller a non-refundable fee (which will not be credited to the purchase-sale price of the PROPERTY), in an amount equivalent to five per cent (5%) per annum on the principal sum of NINE HUNDRED NINETEEN THOUSAND TWO HUNDRED FORTY FIVE DOLLARS WITH FORTY TWO CENTS ($919,245.42), from the date of execution of this public deed until (i) the date of execution of the Purchase-Sale Deed; or (ii) the date this Option ends for any reason whatsoever, whichever occurs first. Said non-refundable fee shall be paid in monthly installments, starting thirty (30) calendar days after the execution of this public deed and until (i) the date of execution of the Purchase-Sale Deed; or (ii) the date this Option ends for any reason whatsoever, whichever occurs first.----------

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-----2.3. The Option is granted for a term of one (1) year, starting on the date of execution of this public deed and ending on February seventeen (17), two thousand twenty four (2024) (the "Term").----------

-----2.4. Upon the execution of the Purchase-Sale Deed, the Deposit will be credited to the portion of the purchase-sale price payable on the date of execution of the Purchase-Sale Deed.----------

-----2.5. If the Term ends and Buyer has not bought the PROPERTY within the Term (except for reasons attributable to Sellers), then the Deposit will be lost by Buyer, and will become the property of Sellers, as liquidated damages. If the PROPERTY cannot be bought by Buyer within the Term, for reasons attributable to Sellers, then Sellers will reimburse the Deposit to Buyer at the end of the Term.----------

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-----2.6. The real estate property taxes payable to the Centro de Recaudaciones de Ingresos Muncipales ("CRIM"), and all special taxes (if applicable) of the PROPERTY will be the responsibility of Sellers and payable by Sellers up to the date of execution of the Purchase-Sale Deed (the "Closing Date"). Thereafter they shall be the responsibility of Buyer and payable by Buyer.----------

-----2.7. The Purchase-Sale Deed shall be executed before a notary public selected by Buyer.----------

-----2.8. Deeds to cancel any liens or encumbrances affecting the PROPERTY, if any, existing at the time of execution of the Purchase-Sale Deed, except any permitted encumbrances will be executed no later than the Closing Date, before a notary public selected by Buyer.----------

-----2.9. Through the Purchase-Sale Deed, Buyer will acquire recordable fee simple title to the PROPERTY and the possession thereof, "as is, where is", free and clear of occupants, liens and encumbrances, except permitted encumbrances disclosed in this deed, if any. During the Term of the Option, Sellers will have the possession of the PROPERTY and will be allowed to conduct legal business activities in the PROPERTY.----------

-----2.10. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of the Property of Puerto Rico of this public deed and of the Purchase-Sale Deed will be paid by Buyer.----------

-----2.11. The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of the Property of the deeds of cancellation mentioned in

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Section 2.8, above (if any) shall be paid by Sellers.----------

-----2.12. This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them.----------

-----2.13. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of Puerto Rico in the event of any litigation pursuant to this public deed.

-----2.14. All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

------TO SELLERS:----------
------EDGARDO MANUEL HERNANDEZ ALVARADO----------
------CYNTHIA CARIDAD MELENDEZ SALGADO----------
------1320 Riding Brook Dr.----------
------Colllierville, Tennessee 38017----------
-----Electronic Mail: edgardo328@gmail.com----------

------TO BUYER:----------
------PR INVESTCO LLC----------
-------733 Third Avenue----------
-------New York, NY 10017----------
------Attention: Eileen Sawyer----------
-----Electronic Mail: roberto.ruiz@ccgc.com.do----------

------TO THE BROKER:----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920----------
------Attention: José Enrique Pérez Cruz----------
-----Electronic Mail: passportre@gmail.com----------

-----2.15. Sellers represent and warrant to Buyer that, to the best of Sellers' knowledge, in the PROPERTY there are no toxic, dangerous, contaminated or contaminating substances, and that the PROPERTY has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----2.16. The appearing parties acknowledge that the Broker, mister José Enrique Pérez Cruz, real estate broker

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with Puerto Rico license number ten thousand four hundred seventy eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the subject of this Option. The fees to Mr. Pérez Cruz and his associates, if any, for said service will be the responsibility of Buyer and paid simultaneously with the execution of the Purchase-Sale Deed, only if the Option is exercised by Buyer and Buyer buys the PROPERTY pursuant to the Option. Said fees will amount to FIFTY TWO THOUSAND ONE HUNDRED FIFTY SIX DOLLARS WITH EIGHTY TWO CENTS ($52,156.82), equivalent to five percent (5%) of the purchase-sale price of the PROPERTY.----------

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-----2.17. The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed.----------

-----2.18. In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgement or judicial order, then and in that event the rest of this public deed will continue in full force and effect.

-----2.19. During the Term, Buyer and its employees, agents and/or contractors are authorized to enter the PROPERTY to make studies, identify boundaries, take measurements and make inspections, during business days and hours, and the persons entering the PROPERTY pursuant to this authorization will be responsible for the damages suffered or caused by them in the PROPERTY. Every employee who enters the PROPERTY pursuant to this authorization will be insured by a valid policy of the Puerto Rico State Insurance

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Fund, and, if applicable, of the "Chauffers' Insurance" or "Seguro Choferil". In addition, Buyer will have in place, during the term of the Option, a public liability insurance policy covering damages caused or suffered in the PROPERTY by the persons who enter it pursuant to this authorization, with a minimum coverage of ONE MILLION DOLLARS ($1,000,000) per occurrence. Sellers will appear as co-insured in the policy, together with Buyer.----------

-----2.20. During the Term, Buyer is authorized to seek the approvals, permits and endorsements necessary for the development in the PROPERTY of a residential, recreational and tourism project, or of part of a residential, recreational and tourism project, provided the existing DTS zoning of the PROPERTY is not changed, and that such approvals, permits and endorsements (i) comply with the requirements of the existing DTS zoning of the PROPERTY; and (ii) do not negatively affect and/or diminish the value or quality of the PROPERTY. Sellers hereby commit to confirm this authorization in writing if required by Buyer, for presentation to the corresponding public or governmental agencies and entities. If the PROPERTY is not purchased by Buyer, all approvals, permits and endorsements obtained by Buyer for the PROPERTY pursuant to the aforesaid authorization will be transferred and assigned by Buyer to Sellers at the end of the Term, at no cost to Sellers.----------

-----2.21. The PROPERTY may not be altered during the Term, except only if specifically authorized in advance, in writing, by Sellers and Buyer.----------

-----2.22. The Option is not transferable by Sellers.

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Conversely, Buyer is authorized to transfer or assign this agreement and all its rights and obligations hereunder, at the sole option and discretion of Buyer.----------

---**THIRD:** Additional Documentation. The parties hereto agree to execute and deliver any additional instruments and documents that may be necessary to record the transaction contemplated in this deed in the Registry of the Property of Puerto Rico. Any costs and expenses, including attorneys' fees, incurred in connection with the execution of any additional instruments and documents shall be for the account of the Buyer. ----------

---**FOURTH:** Request to the Registrar. The Honorable Registrar of the Property of Puerto Rico is respectfully requested to record in the Registry of the Property of Puerto Rico the Option, as set forth in this deed.----------

---**FIFTH:** If Buyer does not purchase the PROPERTY pursuant to the Option, Buyer will, within thirty (30) consecutive calendar days after the end of the Term, at Buyer's cost and expense, (i) cancel the lien or encumbrance on the PROPERTY created by the Option; and (ii) file for recordation in the Registry of the Property of Puerto Rico any and all documents needed for the recording of said cancellation in the Registry of the Property. If the appearance of Sellers is required in said cancellation, Sellers will appear therein.----------

----------ACCEPTANCE AND WARNINGS----------

---The appearing parties to this deed accept the same as drafted because it has been drawn up in accordance with their stipulations, terms and conditions. I, the Notary, made to the

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appearing parties the necessary legal warnings concerning the execution of this deed and they were fully advised by me thereon. Specifically, I advised them of the following:----------

-----(a) That any liens or encumbrances affecting title to the PROPERTY that may be filed for recordation prior to the filing of this deed may be legally binding and could take precedence over this deed.----------

-----(b) It is advisable to verify the status of liens and encumbrances on the PROPERTY as they may appear from the Registry of the Property of Puerto Rico on the date hereof and of the adverse consequences which may result from the failure to do so. To this effect, the appearing parties have been warned and advised by the subscribing Notary Public about the following: (i) that the digital system of recordation of the Digital Registry of Immovable Property of the Commonwealth of Puerto Rico provides Access to the Electronic Diary of Daily Operations, the Electronic Book of Recordations, and the Single Book of Lines ("Libro Unico de Embargos") twenty four (24) hours a day, seven (7) days a week for both inquiries and filings which may affect the registration or rights under this deed; (ii) that said electronic books have been reviewed up to the date of the title search prepared for this transaction; and (iii) that the authorizing Notary Public has not consulted the Registry of the Property of Puerto Rico in any way whatsoever after the date of the aforementioned title search, to all of which the appearing parties give their acceptance and compliance, being fully aware of its consequences.----------

-----(c) That this deed was prepared in accordance with a title

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search (the "Title Search"), prepared by **Capital Title Services, Inc.**, an entity engaged in such business, and not by the undersigned Notary. The aforementioned Title Search is dated August eighteen (18), two thousand twenty two (2022).----------

-----(d) The appearing parties accept the Title Search and are satisfied with the contents thereof. Consequently, the appearing parties release the Notary from any responsibility due to errors or omissions in said Title Search and/or due to any changes in the title to the PROPERTY or in its liens and encumbrances that might occur between the date of the Title Search and the date this deed is presented to the Registry of the Property of Puerto Rico for registration.----------

-----(e) The necessity and convenience of obtaining a negative certification of debt from the Municipal Revenue Collection Center tax rolls (CRIM – Centro de Recaudaciones de Ingresos Municipales) regarding the PROPERTY.----------

-----(f) This deed must be recorded in the appropriate Section of the Registry of the Property of Puerto Rico in order to bind all rights herein to third-parties.----------

---The appearing parties waived the right which I advised them they had to have witnesses to the execution of this deed; but, upon my advice, made use of their right to read the same, and, finding it drafted to their entire satisfaction, having been advised by me, the Notary, of the pertinent legal warnings and reservations, acknowledging that they have understood this deed in all its parts, fully ratify and confirm the statements contained herein as the true and exact embodiment of their stipulations, terms, and conditions, proceed to sign before

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me, and to affix their initials on each folio of the same.----------

---And I, the Notary, do hereby CERTIFY AND ATTEST as to my personal knowledge or identification of the appearing parties and as to their personal circumstances, in accordance with their statements, as well as to all other things herein contained.----------

---I, the Notary, CERTIFY AND GIVE FAITH.----------

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CERTIFICO que en la misma fecha y lugar de su otorgamiento expedí primera copia certificada a favor de la parte compradora. DOY FE. ----

Notario(a) Público(a)

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----DEED NUMBER THIRTY TWO (32)----------

------ DEED OF OPTION TO PURCHASE REAL ESTATE ------

---In the City of Mayaguez, Puerto Rico, on this ninth (9th) day of June, two thousand twenty three (2023),----------

---------- **BEFORE ME,** ----------

---MARIA DEL ROSARIO PUJOL THOMPSON, Attorney-at-Law and Notary Public in and for the Commonwealth of Puerto Rico, with residence in Guaynabo, Puerto Rico, and offices located at suite two hundred (200), Puerta del Condado Building, one thousand ninety five (1095) Wilson Street, San Juan, Puerto Rico,----------

---------- **APPEAR:** ----------

---AS PARTY OF THE FIRST PART: The following eight (8) persons who will be hereinafter jointly referred to as "Sellers": **(i) MARIANITA CARBÓ CRUZ** (hereinafter referred to as "MARIANITA"), who is of legal age, single, property owner and resident of Mayaguez, Puerto Rico; **(ii) MARIA JULIA MERINO MORENO** (hereinafter referred to as "MARIA JULIA"), who is of legal age, married to José Bermúdez, property owner and resident of Mayaguez, Puerto Rico; **(iii) JULIO MERINO RODRIGUEZ** (hereinafter referred to as "JULIO"), who is of legal age, married to Leidis Regalado Arias, merchant and resident of Miami, Florida, United States of America; **(iv) ROLANDO MERINO CARBÓ** (hereinafter referred to as "ROLANDO"), who is of legal age, married to Desiree Vallejo Colón, property owner and resident of Baytown, Texas, United States of America, who appears herein represented by his attorney in fact ("apoderada") Marianita Carbó Cruz, who is of legal age, single, property

owner and resident of Mayaguez, Puerto Rico, pursuant to General Power of Attorney ("Poder General"), executed on March eleven (11), two thousand twenty three (2023), in Houston, Texas, United States of America, before notary public Ana Membreno, with license number one, two, five, zero, three, three, four, five, three (125033453) and whose commission expires on August twenty five (25), two thousand twenty four (2024), protocolized in Cabo Rojo, Puerto Rico, as per public deed number eight (8) of April fourteen (14), two thousand twenty three (2023), before notary public Martín Aguilar Martínez. I, the Notary, hereby certify that I have had before me a certified copy of said Deed of Protocolization, that I have reviewed it, together with a certified copy of the aforesaid General Power of Attorney, and that, in my opinion, said documents are legally valid and correct, and comply with all legal requirements needed to authorize MARIANITA to appear in this public deed on behalf of ROLANDO, as attorney in fact ("apoderada") of ROLANDO; **(v) JOHANNA MERINO CARBÓ** (hereinafter referred to as "JOHANNA"), who is of legal age, married to Luis Pérez Torres, merchant and resident of Fredericksburg, Virginia, United States of America, who appears herein represented by her attorney in fact ("apoderada"), Julia Torres Hernández, who is of legal age, single, property owner and resident of San Juan, Puerto Rico, pursuant to General Power of Attorney ("Poder General") created as per public deed number eighteen (18), of November fifteen (15), two thousand eighteen (2018), executed in Mayaguez, Puerto Rico, before notary public Gabriel J. Tamayo Pérez. I the Notary, hereby certify that I

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have had before me a certified copy of said deed of General Power of Attorney, that I have reviewed it, and that in my opinion, said document is legally valid and correct, and complies with all legal requirements needed to authorize Julia Torres Hernández to appear in this public deed on behalf of JOHANNA, as attorney in fact ("apoderada") of JOHANNA; **(vi) OSMARY MERINO HERNANDEZ** (hereinafter referred to as "OSMARY"), who is of legal age, single, operator and resident of the municipality of Encrucijada, Villa Clara province, Republic of Cuba, who appears herein represented by his attorney in fact ("apoderado"), JULIO, who is of legal age, married, merchant and resident of Miami, Florida, United States of America, pursuant to Special Power of Attorney ("Poder Especial") created as per public deed number twenty two (22), of January nineteen (19), two thousand nineteen (2019), executed in the municipality of Encrucijada, Villa Clara province, Republic of Cuba, before Cuban notary public Juan Manuel Hernández Granado, protocolized in San Juan, Puerto Rico, as per public deed number six (6), of February sixteen (16), two thousand twenty three (2023), before Puerto Rico notary public María del Rosario Pujol Thompson. I, the Notary, hereby certify that I have had before me a certified copy of said Deed of Protocolization, that I have reviewed it, together with a certified copy of the aforesaid special power of attorney, and that, in my opinion, said documents are legally valid and correct, and comply with all legal requirements needed to authorize JULIO to appear in this public deed on behalf of OSMARY, as attorney in fact ("apoderado") of OSMARY; **(vii) OSMARA ROSA MERINO HERNANDEZ**

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(hereinafter referred to as "OSMARA"), who is of legal age, single, property owner and resident of the municipality of Encrucijada, Villa Clara province, Republic of Cuba, who appears herein represented by her attorney in fact, JULIO, who is of legal age, married, merchant and resident of Miami, Florida, United States of America, pursuant to Special Power of Attorney ("Poder Especial") created as per public deed number twenty three (23), of January nineteen (19), two thousand nineteen (2019), executed in the municipality of Encrucijada, Villa Clara province, Republic of Cuba, before Cuban notary public Juan Manuel Hernández Granado, protocolized in San Juan, Puerto Rico, as per public deed number seven (7), of February sixteen (16), two thousand twenty three (2023), before Puerto Rico notary public María del Rosario Pujol Thompson. I, the Notary, hereby certify that I have had before me a certified copy of said Deed of Protocolization, that I have reviewed it, together with a certified copy of the aforesaid special power of attorney, and that, in my opinion, said documents are legally valid and correct, and comply with all legal requirements needed to authorize JULIO to appear in this public deed on behalf of OSMARA, as attorney in fact ("apoderado") of OSMARA; and **(viii) OMAR MERINO JIMENEZ** (hereinafter referred to as "OMAR"), who is of legal age, single, unemployed and resident of the municipality of Encrucijada, Villa Clara province, Republic of Cuba, who appears herein represented by his attorney in fact ("apoderado"), JULIO, who is of legal age, married, merchant and resident of Miami, Florida, United States of America, pursuant to Special Power of Attorney

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("Poder Especial") created as per public deed number twenty one (21), of January nineteen (19), two thousand nineteen (2019), executed in the municipality of Encrucijada, Villa Clara province, Republic of Cuba, before Cuban notary public Juan Manuel Hernández Granado, protocolized in San Juan, Puerto Rico, as per public deed number eight (8), of February sixteen (16), two thousand twenty three (2023), before Puerto Rico notary public María del Rosario Pujol Thompson. I, the Notary, hereby certify that I have had before me a certified copy of said Deed of Protocolization, that I have reviewed it, together with a certified copy of the aforesaid special power of attorney, and that, in my opinion, said documents are legally valid and correct, and comply with all legal requirements needed to authorize JULIO to appear in this public deed on behalf of OMAR, as attorney in fact ("apoderado") of OMAR;--

---**AS PARTY OF THE SECOND PART: PR INVESTCO LLC** (hereinafter "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of the State of Delaware, United States of America, represented herein by its authorized representative, MS. GLADYS OMAYRA FONTANEZ REYES, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this public deed arises from Certificate of Resolution of PR INVESTCO LLC signed by Eileen Sawyer, in her capacity of Manager of PR INVESTCO LLC, on May seventeen (17), two thousand twenty three (2023), in New York, New York, United States of America, before notary public Eric Orenstein, an original of which I, the Notary, hereby certify to have had before me, and

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which, in my opinion, is in full compliance with all legal requirements to authorize Ms. Gladys Omayra Fontanez Reyes to appear in this public deed on behalf of Buyer; and----------

---AS THE PARTY OF THE THIRD PART: Mister **JOSE ENRIQUE PEREZ CRUZ**, also known as José E. Pérez (hereinafter the "Broker"), who is of legal age, married, real estate broker, and resident of Bayamón, Puerto Rico.----------

---I, the Notary, certify that I am personally acquainted with GLADYS OMAYRA FONTANEZ REYES, JOSE ENRIQUE PEREZ CRUZ, MARIANITA, MARIA JULIA, ROLANDO, JOHANNA and JULIO and, through their statements, I further certify as to their respective ages, civil status, residences and occupations. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument. I, the Notary, certify that I am not personally acquainted with OSMARY, OSMARA and OMAR, who appear herein represented by JULIO, as their attorney in fact. I certify that the respective ages, civil status, residences, occupations and legal capacities of OSMARY, OSMARYA and OMAR to execute this public deed represented by JULIO appear from their respective powers of attorney mentioned hereinabove. Accordingly, the parties hereby----------

----------STATE AND AGREE:----------

---FIRST: <u>The Property; Title, Liens and Encumbrances</u>.------

-----One. <u>Title</u>. MARIANITA is the owner in fee simple title ("pleno dominio") and has the possession of a fifty percent (50%) participation or interest in the six (6) parcels of land

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described in the Spanish language hereinafter, which will be jointly referred to hereinafter as the "PROPERTY". MARIANITA, MARIA JULIA, JULIO, ROLANDO, JOHANNA, OSMARY, OSMARA and OMAR are the legitimate heirs (hereinafter, jointly, the "Heirs") of Mister Quirino Merino Pedroso (hereinafter "QUIRINO") as it appears from QUIRINO's last will and testament, deed number thirty seven (37), executed in Cabo Rojo, Puerto Rico, on December twenty one (21), two thousand ten (2010), before notary public Martín Aguilar Martínez (hereinafter the "Last Will and Testament"). As per the Last Will and Testament, the Heirs are the owners in fee simple title ("pleno dominio") and have the possession of a fifty percent (50%) participation or interest in the PROPERTY:----------

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----------**PROPERTY ONE (1)**----------

---**"RUSTICA:** Parcela número veintiuno (21), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número veinte (20) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número treinta y cuatro (34) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número cincuenta (50) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número once (11) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."-

---PROPERTY ONE (1) is parcel number eighteen thousand seven hundred eighty two (18,782), recorded at page one hundred sixty (160) of volume nine hundred seventy four (974), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico (the "Registry").----------

---PROPERTY ONE (1) was acquired by MARIANITA and QUIRINO when they were married to each other, through

deed number two hundred fifty four (254), executed in Mayaguez, Puerto Rico, on June one (1), nineteen ninety (1990), before notary public Roberto M. García Rullán, recorded at the overleaf of page two hundred forty one (241), of volume five hundred nine (509) of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty two (18,782), second (2nd) inscription. PROPERTY ONE (1) was acquired by the Heirs pursuant to the Last Will and Testament.----------

---The real property tax identification number ("Número de Catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to PROPERTY ONE (1) is three hundred seventy nine dash zero zero zero dash zero ten dash zero five dash zero zero zero (379-000-010-05-000).----------

---By its origin, PROPERTY ONE (1) is free of liens and encumbrances. ----------

---By itself, the PROPERTY ONE (1) is subject to: ----------

-----A) Restrictive covenants of edification and use constituted as per deed number two hundred fifty one (251), executed in Mayaguez, Puerto Rico, on June one (1), nineteen ninety (1990), before notary public Roberto M. García Rullán, recorded at page two hundred forty one (241) of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty two (18,782), first (1st) inscription.----------

-----B) Mortgage guaranteeing a mortgage note to the order of its bearer, in the principal sum of NINETY THOUSAND DOLLARS ($90,000), with interest at ten per cent (10%) per annum, due upon demand, constituted as per deed number

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two hundred fifty five (255), executed in Mayaguez, Puerto Rico, on June one (1), nineteen hundred ninety (1990), before notary public Roberto M. García Rullán, recorded at the overleaf of page two hundred forty one (241), of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty two (18,782), second (2nd) inscription, modified as per deed number four hundred six (406), executed in Mayaguez, Puerto Rico, on June eighteen (18), two thousand four (2004), before notary public Esther Rebeca Luzón Colón, recorded at page one hundred sixty six (166), of volume nine hundred seventy four (974), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty two (18,782), third (3rd) inscription.----------

----------PROPERTY TWO (2)----------

---**"RUSTICA:** Parcela número veinte (20) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número cuarenta y siete (47) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número veintiuno (21) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número cincuenta y siete (57) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número diez (10) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."----------

---PROPERTY TWO (2) is parcel number eighteen thousand seven hundred eighty one (18,781), recorded at page two hundred thirty five (235) of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry.----------

---PROPERTY TWO (2) was acquired by MARIANITA and

QUIRINO when they were married to each other, through deed number two hundred fifty two (252), executed in Mayaguez, Puerto Rico, on June one (1), nineteen hundred ninety (1990), before notary public Roberto M. García Rullán, recorded at page two hundred thirty six (236), of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty one (18,781), second (2nd) inscription. PROPERTY TWO (2) was acquired by the Heirs pursuant to the Last Will and Testament.----------

---The real property tax identification number ("Número de Catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to PROPERTY TWO (2) is three hundred seventy nine dash zero zero zero dash zero ten dash zero four dash zero zero zero (379-000-010-04-000).----------

---By its origin, PROPERTY TWO (2) is free of liens and encumbrances.----------

---By itself, PROPERTY TWO (2) is subject to:----------

-----A) Restrictive covenants of edification and use constituted as per deed number two hundred fifty one (251), executed in Mayaguez, Puerto Rico, on June one (1), nineteen ninety (1990), before notary public Roberto M. García Rullán, recorded at page two hundred thirty five (235) of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty one (18,781), first (1st) inscription.----------

-----B) Mortgage guaranteeing a mortgage note to the order of its bearer, in the principal sum of NINETY THOUSAND

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DOLLARS ($90,000), with interest at ten per cent (10%) per annum, due upon demand, constituted as per deed number two hundred fifty three (253), executed in Mayaguez, Puerto Rico, on June one (1), nineteen hundred ninety (1990), before notary public Roberto M. García Rullán, recorded at page two hundred thirty six (236), of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty one (18,781), second (2nd) inscription, modified as per deed number four hundred nine (409), executed in Mayaguez, Puerto Rico, on June eighteen (18), two thousand four (2004), before notary public Esther Rebeca Luzón Colón, recorded at page one hundred sixty three (163), of volume nine hundred seventy four (974), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty one (18,781), third (3rd) inscription.----------

----------**PROPERTY THREE (3)**----------

---**"RUSTICA:** Parcela número diecinueve (19) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con el Mar Caribe; por el SUR, con la parcela número catorce (14) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número uno (1) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número ciento ochenta y uno (181) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."----------

---PROPERTY THREE (3) is parcel number eighteen hundred eight hundred thirty (18,830), recorded at page two hundred twenty nine (229) of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry.----------

--- PROPERTY THREE (3) was acquired by MARIANITA and

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QUIRINO when they were married to each other, through deed number ten (10) executed in Mayaguez, Puerto Rico, on February twenty two (22), nineteen hundred eighty eight (1988), before notary public Juan Agustín Rivero, recorded at page number two hundred twenty nine (229) of volume five hundred seventy (570), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred thirty (18,830), second (2nd) inscription. PROPERTY THREE (3) was acquired by the Heirs pursuant to the Last Will and Testament.----------

---The real property tax identification number ("número de catastro") assigned by the Muncipal Revenue Collection Center ("CRIM") to PROPERTY THREE (3) is three hundred seventy nine dash zero zero zero dash zero ten dash zero three dash zero zero zero (379-000-010-03-000).----------

---By its origin, PROPERTY THREE (3) is free of liens and encumbrances.----------

---By itself, PROPERTY THREE (3) is subject to:----------

-----A) Restrictive covenants of edification and use constituted as per deed number seven (7), executed in Mayaguez, Puerto Rico, on February twenty (20), nineteen hundred eighty eight (1988), before notary public Juan Agustín Rivero, recorded at page two hundred twenty nine (229) of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred thirty (18,830), second (2nd) Marginal Note.----------

-----B) Mortgage guaranteeing a mortgage note to the order of its bearer, in the principal sum of FIFTY THOUSAND

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DOLLARS ($50,000), with interest at a variable rate over the preferential rate, due upon demand, constituted as per deed number one thousand seven hundred sixty seven (1,767), executed in Mayaguez, Puerto Rico, on July twelve (12), two thousand (2000), before notary public Francisco Biaggi Landrón, recorded at page twenty one (21), of volume seven hundred fifty seven (757), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred thirty (18,830), third (3rd) inscription, modified as per deed number four hundred seven (407), executed in Mayaguez, Puerto Rico, on June eighteen (18), two thousand four (2004), before notary public Esther Rebeca Luzón Colón, recorded at page twenty one (21), of volume seven hundred fifty seven (757), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred thirty (18,830), fourth (4th) inscription.----------

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----------**PROPERTY FOUR (4)**----------

---**"RUSTICA:** Parcela número ciento ochenta y uno (181) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con el Mar Caribe; por el SUR, con la parcela número catorce (14) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número diecinueve (19) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número ciento ochenta y dos (182) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."----------

---PROPERTY FOUR (4) is parcel number eighteen thousand eight hundred sixteen (18,816), recorded at page one hundred forty five (145) of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

--- PROPERTY FOUR (4) was acquired by MARIANITA and QUIRINO when they were married to each other, through deed number eight (8), executed in Mayaguez, Puerto Rico, on February twenty (20), nineteen hundred eighty eight (1988), before notary public Juan Agustín Rivera, recorded at page one hundred forty five (145), of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred sixteen (18,816), second (2nd) inscription. PROPERTY FOUR (4) was acquired by the Heirs pursuant to the Last Will and Testament.----------

---The real property tax identification number ("número de catastro") assigned by the Muncipal Revenue Collection Center ("CRIM") to PROPERTY FOUR (4) is three hundred seventy nine dash zero zero zero dash zero zero nine dash zero five dash zero zero zero (379-000-009-05-000).----------

---By its origin, PROPERTY FOUR (4) is free of liens and encumbrances.----------

---By itself, PROPERTY FOUR (4) is subject to the following liens and encumbrances:----------

-----A) Restrictive covenants of edification and use, constituted as per deed number seven (7), executed in Mayaguez, Puerto Rico, on February twenty (20), nineteen hundred eighty eight (1988), before notary public Juan Agustín Rivero, recorded at page one hundred forty five (145), of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred sixteen (18,816), first (1st) recording.-

----------PROPERTY FIVE (5)----------

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---**"RUSTICA:** Parcela número treinta y dos (32) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número cuarenta y uno (41) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número sesenta y cinco (65) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número treinta y nueve (39) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número setenta y tres (73) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."----------

---PROPERTY FIVE (5) is parcel number eighteen thousand six hundred ninety five (18,695), recorded at page nineteen (19) of volume five hundred eight (508), of Cabo Rojo, Section of San Germán of the Registry.----------

--- PROPERTY FIVE (5) was acquired by MARIANITA and QUIRINO when they were married to each other, through deed number thirty four (34), executed in Cabo Rojo, Puerto Rico, on September nineteen (19), two thousand eight (2008), before notary public Martín Aguilar Martínez, presented for inscription on March six (6), two thousand twenty three (2023), at entry number two thousand twenty three dash zero two six zero one six dash "S""G" zero one (2023-026016-SG01) of the Karibe System, First (1st) Section of San Germán of the Registry. PROPERTY FIVE (5) was acquired by the Heirs pursuant to the Last Will and Testament.----------

---The real property tax identification number ("número de catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to PROPERTY FIVE (5) is four hundred two dash zero zero eight dash three hundred twenty seven dash twenty five dash zero zero zero (402-008-327-25-000).--------

---By its origin, PROPERTY FIVE (5) is free of liens and encumbrances.----------

---By itself, PROPERTY FIVE (5) is subject to the following liens and encumbrances:----------

-----A) Mortgage over PROPERTY FIVE (5) and other parcels of land guaranteeing a mortgage note in favor of Doral Bank, or to its order, in the principal sum of one million seven hundred thousand dollars ($1,700,000), and whereby PROPERTY FIVE (5) responds for the sum of NINETEEN THOUSAND SEVEN HUNDRED SEVENTY SIX DOLLARS ($19,776), with interest at fifteen per cent (15%) per annum, due upon demand, constituted by deed number forty one (41), executed in San Juan, Puerto Rico, on May thirty one (31), two thousand (2000), before notary public Francisco Pujol Meneses, recorded at page ten (10) of volume eight hundred sixty four (864), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand six hundred ninety five (18,695), third (3rd) inscription, clarified by deed number forty five (45), executed in San Juan, Puerto Rico, on August twenty two (22), two thousand five (2005), before notary public Francisco Pujol Meneses, recorded at the margin of the third (3rd) inscription.----------

-----B) Mortgage over PROPERTY FIVE (5) and other parcels of land guaranteeing a mortgage note in favor of Doral Bank, or to its order, in the principal sum of one million three hundred thousand dollars ($1,300,000), and whereby PROPERTY FIVE (5) responds for the sum of FIFTEEN THOUSAND ONE HUNDRED TWENTY THREE DOLLARS ($15,123), with interest at fifteen per cent (15%) per annum,

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due upon demand, constituted by deed number thirty two (32), executed in San Juan, Puerto Rico, on April twenty five (25), two thousand one (2001), before notary public Francisco Pujol Meneses, recorded at page ten (10) of volume eight hundred sixty four (864), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand six hundred ninety five (18,695), fourth (4th) inscription, clarified by deed number forty five (45), executed in San Juan, Puerto Rico, on August twenty two (22), two thousand five (2005), before notary public Francisco Pujol Meneses, recorded at the margin of the fourth (4th) inscription.----------

-----C) Mortgage over PROPERTY FIVE (5) and other parcels of land guaranteeing a mortgage note in favor of its bearer, or to its order, in the principal sum of three hundred seventy thousand dollars ($370,000), and whereby PROPERTY FIVE (5) responds for the sum of FOUR THOUSAND SIX HUNDRED TWENTY FIVE DOLLARS ($4,625), with interest at five per cent (5%) per annum, due upon demand, constituted by deed number ninety two (92), executed in Mayaguez, Puerto Rico, on September twenty nine (29), two thousand five (2005), before notary public José M. Biaggi Junquera, recorded at the overleaf of page ten (10), of volume eight hundred sixty four (864), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand six hundred ninety five (18,695), sixth (6th) inscription.----------

----------**PROPERTY SIX (6)**----------

---**"RUSTICA:** Parcela número dieciocho (18), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con la

parcela número uno (1) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número veintidós (22) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número sesenta (60) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número catorce (15) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."-----

---PROPERTY SIX (6) is parcel number eighteen thousand eight hundred twenty nine (18,829), recorded at page two hundred twenty three (223) of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry.----------

---PROPERTY SIX (6) was acquired by MARIANITA and QUIRINO when they were married to each other, through deed number two hundred fifty eight (258), executed in Mayaguez, Puerto Rico, on December twenty three (23), nineteen ninety three (1993), before notary public José A. Olivieri Rodríguez, recorded at page two hundred twenty four (224) of volume five hundred ten (510), of volume five hundred nine (509) of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred twenty nine (18,829) third (3rd) inscription. PROPERTY SIX (6) was acquired by the Heirs pursuant to the Last Will and Testament.----------

---The real property tax identification number ("número de catastro") assigned by CRIM to PROPERTY SIX (6) is three hundred seventy nine dash zero ninety nine dash three hundred twenty seven dash seventy nine dash zero zero zero (379-099-327-79-000).----------

---By its origin, PROPERTY SIX (6) is subject to easements in favor or all public utilities. ----------

---By itself, the PROPERTY SIX (6) is free of liens and

encumbrances.----------

---MARIA JULIA, JULIO, ROLANDO and JOHANNA represent and warrant that they will acquire the PROPERTY in their personal capacities, as heirs of QUIRINO and not as part of any conjugal partnership.----------

---SECOND: Buyer wishes to acquire an option to buy the PROPERTY, with all its improvements, and rights and annexes, together with the possession thereof, and Sellers wish to grant, and hereby grant, said option to Buyer (hereinafter the "Option"), which is done pursuant to this public instrument and in accordance with the following:----------

----------TERMS AND CONDITIONS:----------

-----2.1. The purchase-sale price of the PROPERTY will be the lump sum of SEVEN MILLION TWO HUNDRED THOUSAND DOLLARS ($7,200,000), of which (i) ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000) will correspond and will be allocated to PROPERTY ONE (1); (ii) ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000) will correspond and will be allocated to PROPERTY TWO (2); ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000) will correspond and will be allocated to PROPERTY THREE (3); (iv) ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000) will correspond and will be allocated to PROPERTY FOUR (4); ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000) will correspond and will be allocated to PROPERTY FIVE (5); and ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000) will

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correspond and will be allocated to PROPERTY SIX (6).-------

---The SEVEN MILLION TWO HUNDRED THOUSAND DOLLARS ($7,200,000) purchase price of the PROPERTY is payable as follows:----------

----------2.1.1. the sum of THREE HUNDRED SIXTY THOUSAND DOLLARS ($360,000) has been paid by Buyer to Sellers simultaneously with the execution of this public deed, as consideration for the Option and as good faith deposit (the "Deposit"), which will be non-reimbursable, except only as set forth below in this public deed. Sellers hereby acknowledge receipt of the Deposit. Of said Deposit, (i) SIXTY THOUSAND DOLLARS ($60,000) will correspond and will be allocated to PROPERTY ONE (1); (ii) SIXTY THOUSAND DOLLARS ($60,000) will correspond and will be allocated to PROPERTY TWO (2); (iii) SIXTY THOUSAND DOLLARS ($60,000) will correspond and will be allocated to PROPERTY THREE (3); (iv) SIXTY THOUSAND DOLLARS ($60,000) will correspond and will be allocated to PROPERTY FOUR (4); (v) SIXTY THOUSAND DOLLARS ($60,000) will correspond and will be allocated to PROPERTY FIVE (5); and (vi) SIXTY THOUSAND DOLLARS ($60,000) will correspond and will be allocated to PROPERTY SIX (6).----------

----------2.1.2 the sum of SIX MILLION EIGHT HUNDRED FORTY THOUSAND DOLLARS ($6,840,000) will be payable in full by Buyer to the order of Sellers, simultaneously with the execution of the purchase sale public deed whereby Buyer will acquire fee simple title to the PROPERTY and the possession thereof, pursuant to the Option (the "Purchase-Sale Deed"). Of said amount, (i) ONE MILLION

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ONE HUNDRED FORTY THOUSAND DOLLARS ($1,140,000) will correspond and will be allocated to PROPERTY ONE (1); (ii) ONE MILLION ONE HUNDRED FORTY THOUSAND DOLLARS ($1,140,000) will correspond and will be allocated to PROPERTY TWO (2); (iii) ONE MILLION ONE HUNDRED FORTY THOUSAND DOLLARS ($1,140,000) will correspond and will be allocated to PROPERTY THREE (3); (iv) ONE MILLION ONE HUNDRED FORTY THOUSAND DOLLARS ($1,140,000) will correspond and will be allocated to PROPERTY FOUR (4); (v) ONE MILLION ONE HUNDRED FORTY THOUSAND DOLLARS ($1,140,000) will correspond and will be allocated to PROPERTY FIVE (5); and (vi) ONE MILLION ONE HUNDRED FORTY THOUSAND DOLLARS ($1,140,000) will correspond and will be allocated to PROPERTY SIX (6).-----

---As per the specific instructions of Sellers, all payments to Sellers pursuant to this deed and to the Purchase-Sale Deed will be by deposited by Buyer in an escrow account on behalf of Sellers at The Title Security Group.----------

-----2.2. The Option is granted for a term equal to: (i) one (1) year, starting on the date of execution of this public deed and ending on June nine (9), two thousand twenty four (2024); or (ii) thirty (30) calendar days after the Heirs present for inscription or recording their fifty percent (50%) participation or interest in the PROPERTY through the filing of the required documents or "Instancias" in the Registry, **whichever occurs later** (the "Term").----------

-----2.3. Upon the execution of the Purchase-Sale Deed, the Deposit will be credited to the portion of the purchase-sale

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price payable on the date of execution of the Purchase-Sale Deed.----------

-----2.4. If the Term ends and Buyer has not bought the PROPERTY within the Term (except for reasons attributable to Sellers), then the Deposit will be lost by Buyer, and will become the property of Sellers, as liquidated damages. If the PROPERTY cannot be bought by Buyer within the Term, for reasons attributable to Sellers, then Sellers will reimburse the Deposit to Buyer at the end of the Term.----------

-----2.5. The real estate property taxes payable to the Centro de Recaudaciones de Ingresos Municipales ("CRIM"), and all special taxes (if applicable) of the PROPERTY will be the responsibility of Sellers and payable by Sellers up to the date of execution of the Purchase-Sale Deed (the "Closing Date"). Thereafter they shall be the responsibility of Buyer and payable by Buyer.----------

-----2.6. The Purchase-Sale Deed shall be executed before a notary public selected by Buyer.----------

-----2.7. Deeds to cancel any liens or encumbrances affecting the PROPERTY, if any, existing at the time of execution of the Purchase-Sale Deed, except any permitted encumbrances, will be executed no later than the Closing Date, before a notary public selected by Buyer.----------

-----2.8. Through the Purchase-Sale Deed, Buyer will acquire recordable fee simple title to the PROPERTY and the possession thereof, "as is, where is", free and clear of occupants, liens and encumbrances, except permitted encumbrances disclosed in this deed, if any. During the Term of the Option, Sellers will have the possession of the

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PROPERTY and will be allowed to conduct legal business activities in the PROPERTY.----------

-----2.9. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of the Property of Puerto Rico of this public deed and of the Purchase-Sale Deed will be paid by Buyer.----------

-----2.10. The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of the Property of the deeds of cancellation mentioned in Section 2.7, above (if any) shall be paid by Sellers.----------

-----2.11. This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them.----------

-----2.12. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of Puerto Rico in the event of any litigation pursuant to this public deed.

-----2.13. All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

------TO SELLERS:----------
------MARIANITA CARBÓ CRUZ----------
------Urbanización Belmonte----------
------Calle Madrid 50----------
------Mayaguez, Puerto Rico 00680----------

------MARIA JULIA MERINO MORENO----------
------Urbanización Belmonte----------
------Calle Galicia 63----------
------Mayaguez, Puerto Rico 00680----------
------mjuliamerino@gmail.com----------

------JULIO MERINO RODRIGUEZ----------
------2141 SW 66 Avenue----------
------Miami, Florida 33155----------

------ROLANDO MERINO CARBÓ----------
------14139 Little River Drive----------
------Baytown, Texas 77523----------

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------JOHANNA MERINO CARBÓ----------
------9521 Whiteheart Drive----------
------Fredericksburg, Virginia 22407----------
------johanna_merino@hotmail.com----------

------OSMARY MERINO HERNANDEZ----------
------2141 SW 66 Avenue----------
------Miami, Florida 33155----------

------OSMARA ROSA MERINO HERNANDEZ----------
------2141 SW 66 Avenue----------
------Miami, Florida 33155----------

------OMAR MERINO JIMENEZ----------
------2141 SW 66 Avenue----------
------Miami, Florida 33155----------

------TO BUYER:----------
------PR INVESTCO LLC----------
-------733 Third Avenue----------
-------New York, NY 10017----------
------Attention: Eileen Sawyer----------
-----Electronic Mail: roberto.ruiz@ccgc.com.do----------

------TO THE BROKER:----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920----------
------Attention: José Enrique Pérez Cruz----------
-----Electronic Mail: passportre@gmail.com----------

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-----2.14. Sellers represent and warrant to Buyer that, to the best of Sellers' knowledge, there are no toxic, dangerous, contaminated or contaminating substances, in the PROPERTY, and the PROPERTY has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----2.15. The appearing parties acknowledge that the Broker, Mister José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the subject of this Option. The fees to Mr. Pérez Cruz and his associates, if any, for said service will be the responsibility of Buyer, and paid to the Broker simultaneously

with the execution of the Purchase-Sale Deed, only if the Option is exercised by Buyer and Buyer buys the PROPERTY pursuant to the Option. Said fees will amount to THREE HUNDRED SIXTY THOUSAND DOLLARS ($360,000), equivalent to five percent (5%) of the purchase-sale price of the PROPERTY.----------

-----2.16. The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed.----------

-----2.17. In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgement, judicial order or similar document, then and in that event the rest of this public deed will continue in full force and effect.----------

-----2.18. During the Term, Buyer and its employees, agents and/or contractors are authorized to enter the PROPERTY to make studies and/or surveys, identify boundaries, take measurements, identify and demarcate the maritime zone ("deslinde de la zona marítimo terrestre") and make inspections, during business days and hours. During the Term, Buyer and its employees, agents and/or contractors are authorized to obtain al necessary certifications of the maritime zone ("deslinde de la zona marítimo Terrestre") from the Department of Natural Resourced of the Commonwealth of Puerto Rico and/or from any and all agencies or governmental entities with jurisdiction about the boundaries of the maritime zone ("zona marítimo Terrestre"). The persons entering the PROPERTY pursuant to this authorization will be responsible for the damages suffered or caused by them in the

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PROPERTY. Every employee who enters the PROPERTY pursuant to this authorization will be insured by a valid policy of the Puerto Rico State Insurance Fund, and, if applicable, of the "Chauffers' Insurance" or "Seguro Choferil". In addition, Buyer will have in place, during the term of the Option, a public liability insurance policy covering damages caused or suffered in the PROPERTY by the persons who enter it pursuant to this authorization, with a minimum coverage of ONE MILLION DOLLARS ($1,000,000) per occurrence. Sellers will appear as co-insured in the policy, together with Buyer.----------

-----2.19. During the Term, Buyer is authorized to seek the approvals, permits and endorsements necessary for the development in the PROPERTY of a residential, recreational and tourism project, or of part of a residential, recreational and tourism project, provided the existing DTS zoning of the PROPERTY is not changed, and that such approvals, permits and endorsements (i) comply with the requirements of the existing DTS zoning of the PROPERTY; and (ii) do not negatively affect and/or diminish the value or quality of the PROPERTY. The aforesaid authorization includes authorization to identify and demarcate the maritime zone ("deslinde de la zona marítimo terrestre). Sellers hereby commit to confirm this authorization in writing if required by Buyer, for presentation to the corresponding public or governmental agencies and entities. If the PROPERTY is not purchased by Buyer, all approvals, permits and endorsements obtained by Buyer for the PROPERTY pursuant to the aforesaid authorization will be transferred and

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assigned by Buyer to Sellers at the end of the Term, at no cost to Sellers.----------

-----2.20. The PROPERTY may not be altered during the Term, except only if specifically authorized in advance, in writing, by Sellers and Buyer.----------

-----2.21. The Option is not transferable by Sellers. Conversely, Buyer is authorized to transfer or assign this agreement and all its rights and obligations hereunder, at the sole option and discretion of Buyer.----------

-----2.22. The appearing parties agree that this Deed of Option will remain in full force and effect, obliges the appearing parties, and their successors, heirs or assigns, according to the Laws of the Commonwealth of Puerto Rico. ----------



---THIRD: Additional Documentation. The parties hereto agree to execute and deliver any additional instruments and documents that may be necessary to record the transaction contemplated in this deed in the Registry of the Property of Puerto Rico. Any costs and expenses, including attorneys' fees, incurred in connection with the execution of any additional instruments and documents shall be for the account of the Buyer. ----------

---FOURTH: Request to the Registrar. The Honorable Registrar of the Property of Puerto Rico is respectfully requested to record in the Registry of the Property of Puerto Rico the Option, as set forth in this deed.----------

---FIFTH: If Buyer does not purchase the PROPERTY pursuant to the Option, Buyer will, within thirty (30) consecutive calendar days after the end of the Term, at Buyer's cost and expense, (i) cancel the lien or encumbrance

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on the PROPERTY created by the Option; and (ii) file for recordation in the Registry of the Property of Puerto Rico any and all documents needed for the recording of said cancellation in the Registry of the Property. If the appearance of Sellers is required in said cancellation, Sellers will appear therein. ----------

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----------ACCEPTANCE AND WARNINGS----------

---The appearing parties to this deed accept the same as drafted because it has been drawn up in accordance with their stipulations, terms and conditions. I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this deed and they were fully advised by me thereon. Specifically, I advised them of the following:----------



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-----(a) That any liens or encumbrances affecting title to the PROPERTY that may be filed for recordation prior to the filing of this deed may be legally binding and could take precedence over this deed.----------

-----(b) It is advisable to verify the status of liens and encumbrances on the PROPERTY as they may appear from the Registry of the Property of Puerto Rico on the date hereof and of the adverse consequences which may result from the failure to do so. To this effect, the appearing parties have been warned and advised by the subscribing Notary Public about the following: (i) that the digital system of recordation of the Digital Registry of Immovable Property of the Commonwealth of Puerto Rico provides Access to the Electronic Diary of Daily Operations, the Electronic Book of Recordation's, and the Single Book of Lines ("Libro Unico de Embargos") twenty four (24) hours a day, seven (7) days a week for both inquiries and filings which may affect the registration or rights under this deed; (ii) that said electronic books have been reviewed up to the date of the title search prepared for this transaction; and (iii) that the authorizing Notary Public has not consulted the Registry of the Property of Puerto Rico in any way whatsoever after the date of the aforementioned title search, to all of which the appearing parties give their acceptance and compliance, being fully aware of its consequences.----------

-----(c) That this deed was prepared in accordance with title searches (the "Title Searches"), prepared by **Capital Title Services, Inc.**, an entity engaged in such business, and not by the undersigned Notary. The aforementioned Title

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Searches are dated February twenty one (21), two thousand twenty three (2023). ----------

-----(d) The appearing parties accept the Title Search and are satisfied with the contents thereof. Consequently, the appearing parties release the Notary from any responsibility due to errors or omissions in said Title Search and/or due to any changes in the title to the PROPERTY or in its liens and encumbrances that might occur between the date of the Title Search and the date this deed is presented to the Registry of the Property of Puerto Rico for registration.----------

-----(e) The necessity and convenience of obtaining a negative certification of debt from the Municipal Revenue Collection Center tax rolls (CRIM – Centro de Recaudaciones de Ingresos Municipales) regarding the PROPERTY.----------

-----(f) This deed must be recorded in the appropriate Section of the Registry of the Property of Puerto Rico in order to bind all rights herein to third-parties.----------

---The appearing parties waived the right which I advised them they had to have witnesses to the execution of this deed; but, upon my advice, made use of their right to read the same, and, finding it drafted to their entire satisfaction, having been advised by me, the Notary, of the pertinent legal warnings and reservations, acknowledging that they have understood this deed in all its parts, fully ratify and confirm the statements contained herein as the true and exact embodiment of their stipulations, terms, and conditions, proceed to sign before me, and to affix their initials on each folio of the same.----------

---And I, the Notary, do hereby CERTIFY AND ATTEST as to my personal knowledge or identification of the appearing

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parties and as to their personal circumstances, in accordance with their statements, as well as to all other things herein contained.----------

---I, the Notary, CERTIFY AND GIVE FAITH.----------

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CERTIFICO que en la misma fecha y lugar de su otorgamiento expedí primera copia certificada a favor de la parte compradora. DOY FE. ----

Notario(a) Público(a)

MARIA DEL ROSARIO PUJOL THOMPSON ABOGADO-NOTARIO

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----DEED NUMBER THIRTY TWO (32)----------

------ DEED OF OPTION TO PURCHASE REAL ESTATE ------

---In the City of Mayaguez, Puerto Rico, on this ninth (9th) day of June, two thousand twenty three (2023),----------

---------- **BEFORE ME,** ----------

---MARIA DEL ROSARIO PUJOL THOMPSON, Attorney-at-Law and Notary Public in and for the Commonwealth of Puerto Rico, with residence in Guaynabo, Puerto Rico, and offices located at suite two hundred (200), Puerta del Condado Building, one thousand ninety five (1095) Wilson Street, San Juan, Puerto Rico,----------

---------- **APPEAR:** ----------

---AS PARTY OF THE FIRST PART: The following eight (8) persons who will be hereinafter jointly referred to as "Sellers": **(i) MARIANITA CARBÓ CRUZ** (hereinafter referred to as "MARIANITA"), who is of legal age, single, property owner and resident of Mayaguez, Puerto Rico; **(ii) MARIA JULIA MERINO MORENO** (hereinafter referred to as "MARIA JULIA"), who is of legal age, married to José Bermúdez, property owner and resident of Mayaguez, Puerto Rico; **(iii) JULIO MERINO RODRIGUEZ** (hereinafter referred to as "JULIO"), who is of legal age, married to Leidis Regalado Arias, merchant and resident of Miami, Florida, United States of America; **(iv) ROLANDO MERINO CARBÓ** (hereinafter referred to as "ROLANDO"), who is of legal age, married to Desiree Vallejo Colón, property owner and resident of Baytown, Texas, United States of America, who appears herein represented by his attorney in fact ("apoderada") Marianita Carbó Cruz, who is of legal age, single, property

owner and resident of Mayaguez, Puerto Rico, pursuant to General Power of Attorney ("Poder General"), executed on March eleven (11), two thousand twenty three (2023), in Houston, Texas, United States of America, before notary public Ana Membreno, with license number one, two, five, zero, three, three, four, five, three (125033453) and whose commission expires on August twenty five (25), two thousand twenty four (2024), protocolized in Cabo Rojo, Puerto Rico, as per public deed number eight (8) of April fourteen (14), two thousand twenty three (2023), before notary public Martín Aguilar Martínez. I, the Notary, hereby certify that I have had before me a certified copy of said Deed of Protocolization, that I have reviewed it, together with a certified copy of the aforesaid General Power of Attorney, and that, in my opinion, said documents are legally valid and correct, and comply with all legal requirements needed to authorize MARIANITA to appear in this public deed on behalf of ROLANDO, as attorney in fact ("apoderada") of ROLANDO; **(v) JOHANNA MERINO CARBÓ** (hereinafter referred to as "JOHANNA"), who is of legal age, married to Luis Pérez Torres, merchant and resident of Fredericksburg, Virginia, United States of America, who appears herein represented by her attorney in fact ("apoderada"), Julia Torres Hernández, who is of legal age, single, property owner and resident of San Juan, Puerto Rico, pursuant to General Power of Attorney ("Poder General") created as per public deed number eighteen (18), of November fifteen (15), two thousand eighteen (2018), executed in Mayaguez, Puerto Rico, before notary public Gabriel J. Tamayo Pérez. I the Notary, hereby certify that I

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have had before me a certified copy of said deed of General Power of Attorney, that I have reviewed it, and that in my opinion, said document is legally valid and correct, and complies with all legal requirements needed to authorize Julia Torres Hernández to appear in this public deed on behalf of JOHANNA, as attorney in fact ("apoderada") of JOHANNA; **(vi) OSMARY MERINO HERNANDEZ** (hereinafter referred to as "OSMARY"), who is of legal age, single, operator and resident of the municipality of Encrucijada, Villa Clara province, Republic of Cuba, who appears herein represented by his attorney in fact ("apoderado"), JULIO, who is of legal age, married, merchant and resident of Miami, Florida, United States of America, pursuant to Special Power of Attorney ("Poder Especial") created as per public deed number twenty two (22), of January nineteen (19), two thousand nineteen (2019), executed in the municipality of Encrucijada, Villa Clara province, Republic of Cuba, before Cuban notary public Juan Manuel Hernández Granado, protocolized in San Juan, Puerto Rico, as per public deed number six (6), of February sixteen (16), two thousand twenty three (2023), before Puerto Rico notary public María del Rosario Pujol Thompson. I, the Notary, hereby certify that I have had before me a certified copy of said Deed of Protocolization, that I have reviewed it, together with a certified copy of the aforesaid special power of attorney, and that, in my opinion, said documents are legally valid and correct, and comply with all legal requirements needed to authorize JULIO to appear in this public deed on behalf of OSMARY, as attorney in fact ("apoderado") of OSMARY; **(vii) OSMARA ROSA MERINO HERNANDEZ**

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(hereinafter referred to as "OSMARA"), who is of legal age, single, property owner and resident of the municipality of Encrucijada, Villa Clara province, Republic of Cuba, who appears herein represented by her attorney in fact, JULIO, who is of legal age, married, merchant and resident of Miami, Florida, United States of America, pursuant to Special Power of Attorney ("Poder Especial") created as per public deed number twenty three (23), of January nineteen (19), two thousand nineteen (2019), executed in the municipality of Encrucijada, Villa Clara province, Republic of Cuba, before Cuban notary public Juan Manuel Hernández Granado, protocolized in San Juan, Puerto Rico, as per public deed number seven (7), of February sixteen (16), two thousand twenty three (2023), before Puerto Rico notary public María del Rosario Pujol Thompson. I, the Notary, hereby certify that I have had before me a certified copy of said Deed of Protocolization, that I have reviewed it, together with a certified copy of the aforesaid special power of attorney, and that, in my opinion, said documents are legally valid and correct, and comply with all legal requirements needed to authorize JULIO to appear in this public deed on behalf of OSMARA, as attorney in fact ("apoderado") of OSMARA; and **(viii) OMAR MERINO JIMENEZ** (hereinafter referred to as "OMAR"), who is of legal age, single, unemployed and resident of the municipality of Encrucijada, Villa Clara province, Republic of Cuba, who appears herein represented by his attorney in fact ("apoderado"), JULIO, who is of legal age, married, merchant and resident of Miami, Florida, United States of America, pursuant to Special Power of Attorney

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("Poder Especial") created as per public deed number twenty one (21), of January nineteen (19), two thousand nineteen (2019), executed in the municipality of Encrucijada, Villa Clara province, Republic of Cuba, before Cuban notary public Juan Manuel Hernández Granado, protocolized in San Juan, Puerto Rico, as per public deed number eight (8), of February sixteen (16), two thousand twenty three (2023), before Puerto Rico notary public María del Rosario Pujol Thompson. I, the Notary, hereby certify that I have had before me a certified copy of said Deed of Protocolization, that I have reviewed it, together with a certified copy of the aforesaid special power of attorney, and that, in my opinion, said documents are legally valid and correct, and comply with all legal requirements needed to authorize JULIO to appear in this public deed on behalf of OMAR, as attorney in fact ("apoderado") of OMAR;--

---**AS PARTY OF THE SECOND PART: PR INVESTCO LLC** (hereinafter "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of the State of Delaware, United States of America, represented herein by its authorized representative, MS. GLADYS OMAYRA FONTANEZ REYES, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this public deed arises from Certificate of Resolution of PR INVESTCO LLC signed by Eileen Sawyer, in her capacity of Manager of PR INVESTCO LLC, on May seventeen (17), two thousand twenty three (2023), in New York, New York, United States of America, before notary public Eric Orenstein, an original of which I, the Notary, hereby certify to have had before me, and

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which, in my opinion, is in full compliance with all legal requirements to authorize Ms. Gladys Omayra Fontanez Reyes to appear in this public deed on behalf of Buyer; and----------

---AS THE PARTY OF THE THIRD PART: Mister **JOSE ENRIQUE PEREZ CRUZ**, also known as José E. Pérez (hereinafter the "Broker"), who is of legal age, married, real estate broker, and resident of Bayamón, Puerto Rico.----------

---I, the Notary, certify that I am personally acquainted with GLADYS OMAYRA FONTANEZ REYES, JOSE ENRIQUE PEREZ CRUZ, MARIANITA, MARIA JULIA, ROLANDO, JOHANNA and JULIO and, through their statements, I further certify as to their respective ages, civil status, residences and occupations. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument. I, the Notary, certify that I am not personally acquainted with OSMARY, OSMARA and OMAR, who appear herein represented by JULIO, as their attorney in fact. I certify that the respective ages, civil status, residences, occupations and legal capacities of OSMARY, OSMARYA and OMAR to execute this public deed represented by JULIO appear from their respective powers of attorney mentioned hereinabove. Accordingly, the parties hereby----------

----------STATE AND AGREE:----------

---FIRST: <u>The Property; Title, Liens and Encumbrances</u>.------

-----One. <u>Title</u>. MARIANITA is the owner in fee simple title ("pleno dominio") and has the possession of a fifty percent (50%) participation or interest in the six (6) parcels of land

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described in the Spanish language hereinafter, which will be jointly referred to hereinafter as the "PROPERTY". MARIANITA, MARIA JULIA, JULIO, ROLANDO, JOHANNA, OSMARY, OSMARA and OMAR are the legitimate heirs (hereinafter, jointly, the "Heirs") of Mister Quirino Merino Pedroso (hereinafter "QUIRINO") as it appears from QUIRINO's last will and testament, deed number thirty seven (37), executed in Cabo Rojo, Puerto Rico, on December twenty one (21), two thousand ten (2010), before notary public Martín Aguilar Martínez (hereinafter the "Last Will and Testament"). As per the Last Will and Testament, the Heirs are the owners in fee simple title ("pleno dominio") and have the possession of a fifty percent (50%) participation or interest in the PROPERTY:----------

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----------**PROPERTY ONE (1)**----------

---**"RUSTICA:** Parcela número veintiuno (21), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número veinte (20) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número treinta y cuatro (34) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número cincuenta (50) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número once (11) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."-

---PROPERTY ONE (1) is parcel number eighteen thousand seven hundred eighty two (18,782), recorded at page one hundred sixty (160) of volume nine hundred seventy four (974), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico (the "Registry").----------

---PROPERTY ONE (1) was acquired by MARIANITA and QUIRINO when they were married to each other, through

deed number two hundred fifty four (254), executed in Mayaguez, Puerto Rico, on June one (1), nineteen ninety (1990), before notary public Roberto M. García Rullán, recorded at the overleaf of page two hundred forty one (241), of volume five hundred nine (509) of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty two (18,782), second (2nd) inscription. PROPERTY ONE (1) was acquired by the Heirs pursuant to the Last Will and Testament.----------

---The real property tax identification number ("Número de Catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to PROPERTY ONE (1) is three hundred seventy nine dash zero zero zero dash zero ten dash zero five dash zero zero zero (379-000-010-05-000).----------

---By its origin, PROPERTY ONE (1) is free of liens and encumbrances. ----------

---By itself, the PROPERTY ONE (1) is subject to: ----------

-----A) Restrictive covenants of edification and use constituted as per deed number two hundred fifty one (251), executed in Mayaguez, Puerto Rico, on June one (1), nineteen ninety (1990), before notary public Roberto M. García Rullán, recorded at page two hundred forty one (241) of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty two (18,782), first (1st) inscription.----------

-----B) Mortgage guaranteeing a mortgage note to the order of its bearer, in the principal sum of NINETY THOUSAND DOLLARS ($90,000), with interest at ten per cent (10%) per annum, due upon demand, constituted as per deed number

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two hundred fifty five (255), executed in Mayaguez, Puerto Rico, on June one (1), nineteen hundred ninety (1990), before notary public Roberto M. García Rullán, recorded at the overleaf of page two hundred forty one (241), of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty two (18,782), second (2nd) inscription, modified as per deed number four hundred six (406), executed in Mayaguez, Puerto Rico, on June eighteen (18), two thousand four (2004), before notary public Esther Rebeca Luzón Colón, recorded at page one hundred sixty six (166), of volume nine hundred seventy four (974), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty two (18,782), third (3rd) inscription.----------

----------PROPERTY TWO (2)----------

---**"RUSTICA:** Parcela número veinte (20) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número cuarenta y siete (47) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número veintiuno (21) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número cincuenta y siete (57) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número diez (10) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."----------

---PROPERTY TWO (2) is parcel number eighteen thousand seven hundred eighty one (18,781), recorded at page two hundred thirty five (235) of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry.----------

---PROPERTY TWO (2) was acquired by MARIANITA and

QUIRINO when they were married to each other, through deed number two hundred fifty two (252), executed in Mayaguez, Puerto Rico, on June one (1), nineteen hundred ninety (1990), before notary public Roberto M. García Rullán, recorded at page two hundred thirty six (236), of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty one (18,781), second (2nd) inscription. PROPERTY TWO (2) was acquired by the Heirs pursuant to the Last Will and Testament.----------

---The real property tax identification number ("Número de Catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to PROPERTY TWO (2) is three hundred seventy nine dash zero zero zero dash zero ten dash zero four dash zero zero zero (379-000-010-04-000).----------

---By its origin, PROPERTY TWO (2) is free of liens and encumbrances.----------

---By itself, PROPERTY TWO (2) is subject to:----------

-----A) Restrictive covenants of edification and use constituted as per deed number two hundred fifty one (251), executed in Mayaguez, Puerto Rico, on June one (1), nineteen ninety (1990), before notary public Roberto M. García Rullán, recorded at page two hundred thirty five (235) of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty one (18,781), first (1st) inscription.----------

-----B) Mortgage guaranteeing a mortgage note to the order of its bearer, in the principal sum of NINETY THOUSAND

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DOLLARS ($90,000), with interest at ten per cent (10%) per annum, due upon demand, constituted as per deed number two hundred fifty three (253), executed in Mayaguez, Puerto Rico, on June one (1), nineteen hundred ninety (1990), before notary public Roberto M. García Rullán, recorded at page two hundred thirty six (236), of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty one (18,781), second (2nd) inscription, modified as per deed number four hundred nine (409), executed in Mayaguez, Puerto Rico, on June eighteen (18), two thousand four (2004), before notary public Esther Rebeca Luzón Colón, recorded at page one hundred sixty three (163), of volume nine hundred seventy four (974), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty one (18,781), third (3rd) inscription.----------

----------**PROPERTY THREE (3)**----------

---**"RUSTICA:** Parcela número diecinueve (19) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con el Mar Caribe; por el SUR, con la parcela número catorce (14) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número uno (1) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número ciento ochenta y uno (181) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."----------

---PROPERTY THREE (3) is parcel number eighteen hundred eight hundred thirty (18,830), recorded at page two hundred twenty nine (229) of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry.----------

--- PROPERTY THREE (3) was acquired by MARIANITA and

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QUIRINO when they were married to each other, through deed number ten (10) executed in Mayaguez, Puerto Rico, on February twenty two (22), nineteen hundred eighty eight (1988), before notary public Juan Agustín Rivero, recorded at page number two hundred twenty nine (229) of volume five hundred seventy (570), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred thirty (18,830), second (2nd) inscription. PROPERTY THREE (3) was acquired by the Heirs pursuant to the Last Will and Testament.----------

---The real property tax identification number ("número de catastro") assigned by the Muncipal Revenue Collection Center ("CRIM") to PROPERTY THREE (3) is three hundred seventy nine dash zero zero zero dash zero ten dash zero three dash zero zero zero (379-000-010-03-000).----------

---By its origin, PROPERTY THREE (3) is free of liens and encumbrances.----------

---By itself, PROPERTY THREE (3) is subject to:----------

-----A) Restrictive covenants of edification and use constituted as per deed number seven (7), executed in Mayaguez, Puerto Rico, on February twenty (20), nineteen hundred eighty eight (1988), before notary public Juan Agustín Rivero, recorded at page two hundred twenty nine (229) of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred thirty (18,830), second (2nd) Marginal Note.----------

-----B) Mortgage guaranteeing a mortgage note to the order of its bearer, in the principal sum of FIFTY THOUSAND

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DOLLARS ($50,000), with interest at a variable rate over the preferential rate, due upon demand, constituted as per deed number one thousand seven hundred sixty seven (1,767), executed in Mayaguez, Puerto Rico, on July twelve (12), two thousand (2000), before notary public Francisco Biaggi Landrón, recorded at page twenty one (21), of volume seven hundred fifty seven (757), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred thirty (18,830), third (3rd) inscription, modified as per deed number four hundred seven (407), executed in Mayaguez, Puerto Rico, on June eighteen (18), two thousand four (2004), before notary public Esther Rebeca Luzón Colón, recorded at page twenty one (21), of volume seven hundred fifty seven (757), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred thirty (18,830), fourth (4th) inscription.----------

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----------**PROPERTY FOUR (4)**----------

---**"RUSTICA:** Parcela número ciento ochenta y uno (181) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con el Mar Caribe; por el SUR, con la parcela número catorce (14) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número diecinueve (19) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número ciento ochenta y dos (182) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."----------

---PROPERTY FOUR (4) is parcel number eighteen thousand eight hundred sixteen (18,816), recorded at page one hundred forty five (145) of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

--- PROPERTY FOUR (4) was acquired by MARIANITA and QUIRINO when they were married to each other, through deed number eight (8), executed in Mayaguez, Puerto Rico, on February twenty (20), nineteen hundred eighty eight (1988), before notary public Juan Agustín Rivera, recorded at page one hundred forty five (145), of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred sixteen (18,816), second (2nd) inscription. PROPERTY FOUR (4) was acquired by the Heirs pursuant to the Last Will and Testament.----------

---The real property tax identification number ("número de catastro") assigned by the Muncipal Revenue Collection Center ("CRIM") to PROPERTY FOUR (4) is three hundred seventy nine dash zero zero zero dash zero zero nine dash zero five dash zero zero zero (379-000-009-05-000).----------

---By its origin, PROPERTY FOUR (4) is free of liens and encumbrances.----------

---By itself, PROPERTY FOUR (4) is subject to the following liens and encumbrances:----------

-----A) Restrictive covenants of edification and use, constituted as per deed number seven (7), executed in Mayaguez, Puerto Rico, on February twenty (20), nineteen hundred eighty eight (1988), before notary public Juan Agustín Rivero, recorded at page one hundred forty five (145), of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred sixteen (18,816), first (1st) recording.-

----------PROPERTY FIVE (5)----------

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---**"RUSTICA:** Parcela número treinta y dos (32) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número cuarenta y uno (41) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número sesenta y cinco (65) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número treinta y nueve (39) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número setenta y tres (73) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."----------

---PROPERTY FIVE (5) is parcel number eighteen thousand six hundred ninety five (18,695), recorded at page nineteen (19) of volume five hundred eight (508), of Cabo Rojo, Section of San Germán of the Registry.----------

--- PROPERTY FIVE (5) was acquired by MARIANITA and QUIRINO when they were married to each other, through deed number thirty four (34), executed in Cabo Rojo, Puerto Rico, on September nineteen (19), two thousand eight (2008), before notary public Martín Aguilar Martínez, presented for inscription on March six (6), two thousand twenty three (2023), at entry number two thousand twenty three dash zero two six zero one six dash "S""G" zero one (2023-026016-SG01) of the Karibe System, First (1st) Section of San Germán of the Registry. PROPERTY FIVE (5) was acquired by the Heirs pursuant to the Last Will and Testament.----------

---The real property tax identification number ("número de catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to PROPERTY FIVE (5) is four hundred two dash zero zero eight dash three hundred twenty seven dash twenty five dash zero zero zero (402-008-327-25-000).--------

---By its origin, PROPERTY FIVE (5) is free of liens and encumbrances.----------

---By itself, PROPERTY FIVE (5) is subject to the following liens and encumbrances:----------

-----A) Mortgage over PROPERTY FIVE (5) and other parcels of land guaranteeing a mortgage note in favor of Doral Bank, or to its order, in the principal sum of one million seven hundred thousand dollars ($1,700,000), and whereby PROPERTY FIVE (5) responds for the sum of NINETEEN THOUSAND SEVEN HUNDRED SEVENTY SIX DOLLARS ($19,776), with interest at fifteen per cent (15%) per annum, due upon demand, constituted by deed number forty one (41), executed in San Juan, Puerto Rico, on May thirty one (31), two thousand (2000), before notary public Francisco Pujol Meneses, recorded at page ten (10) of volume eight hundred sixty four (864), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand six hundred ninety five (18,695), third (3rd) inscription, clarified by deed number forty five (45), executed in San Juan, Puerto Rico, on August twenty two (22), two thousand five (2005), before notary public Francisco Pujol Meneses, recorded at the margin of the third (3rd) inscription.----------

-----B) Mortgage over PROPERTY FIVE (5) and other parcels of land guaranteeing a mortgage note in favor of Doral Bank, or to its order, in the principal sum of one million three hundred thousand dollars ($1,300,000), and whereby PROPERTY FIVE (5) responds for the sum of FIFTEEN THOUSAND ONE HUNDRED TWENTY THREE DOLLARS ($15,123), with interest at fifteen per cent (15%) per annum,

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due upon demand, constituted by deed number thirty two (32), executed in San Juan, Puerto Rico, on April twenty five (25), two thousand one (2001), before notary public Francisco Pujol Meneses, recorded at page ten (10) of volume eight hundred sixty four (864), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand six hundred ninety five (18,695), fourth (4th) inscription, clarified by deed number forty five (45), executed in San Juan, Puerto Rico, on August twenty two (22), two thousand five (2005), before notary public Francisco Pujol Meneses, recorded at the margin of the fourth (4th) inscription.----------

-----C) Mortgage over PROPERTY FIVE (5) and other parcels of land guaranteeing a mortgage note in favor of its bearer, or to its order, in the principal sum of three hundred seventy thousand dollars ($370,000), and whereby PROPERTY FIVE (5) responds for the sum of FOUR THOUSAND SIX HUNDRED TWENTY FIVE DOLLARS ($4,625), with interest at five per cent (5%) per annum, due upon demand, constituted by deed number ninety two (92), executed in Mayaguez, Puerto Rico, on September twenty nine (29), two thousand five (2005), before notary public José M. Biaggi Junquera, recorded at the overleaf of page ten (10), of volume eight hundred sixty four (864), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand six hundred ninety five (18,695), sixth (6th) inscription.----------

----------**PROPERTY SIX (6)**----------

---**"RUSTICA:** Parcela número dieciocho (18), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con la

parcela número uno (1) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número veintidós (22) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número sesenta (60) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número catorce (15) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."-----

---PROPERTY SIX (6) is parcel number eighteen thousand eight hundred twenty nine (18,829), recorded at page two hundred twenty three (223) of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry.----------

---PROPERTY SIX (6) was acquired by MARIANITA and QUIRINO when they were married to each other, through deed number two hundred fifty eight (258), executed in Mayaguez, Puerto Rico, on December twenty three (23), nineteen ninety three (1993), before notary public José A. Olivieri Rodríguez, recorded at page two hundred twenty four (224) of volume five hundred ten (510), of volume five hundred nine (509) of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred twenty nine (18,829) third (3rd) inscription. PROPERTY SIX (6) was acquired by the Heirs pursuant to the Last Will and Testament.----------

---The real property tax identification number ("número de catastro") assigned by CRIM to PROPERTY SIX (6) is three hundred seventy nine dash zero ninety nine dash three hundred twenty seven dash seventy nine dash zero zero zero (379-099-327-79-000).----------

---By its origin, PROPERTY SIX (6) is subject to easements in favor or all public utilities. ----------

---By itself, the PROPERTY SIX (6) is free of liens and

encumbrances.----------

---MARIA JULIA, JULIO, ROLANDO and JOHANNA represent and warrant that they will acquire the PROPERTY in their personal capacities, as heirs of QUIRINO and not as part of any conjugal partnership.----------

---SECOND: Buyer wishes to acquire an option to buy the PROPERTY, with all its improvements, and rights and annexes, together with the possession thereof, and Sellers wish to grant, and hereby grant, said option to Buyer (hereinafter the "Option"), which is done pursuant to this public instrument and in accordance with the following:----------

----------TERMS AND CONDITIONS:----------

-----2.1. The purchase-sale price of the PROPERTY will be the lump sum of SEVEN MILLION TWO HUNDRED THOUSAND DOLLARS ($7,200,000), of which (i) ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000) will correspond and will be allocated to PROPERTY ONE (1); (ii) ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000) will correspond and will be allocated to PROPERTY TWO (2); ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000) will correspond and will be allocated to PROPERTY THREE (3); (iv) ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000) will correspond and will be allocated to PROPERTY FOUR (4); ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000) will correspond and will be allocated to PROPERTY FIVE (5); and ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000) will

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correspond and will be allocated to PROPERTY SIX (6).-------

---The SEVEN MILLION TWO HUNDRED THOUSAND DOLLARS ($7,200,000) purchase price of the PROPERTY is payable as follows:----------

----------2.1.1. the sum of THREE HUNDRED SIXTY THOUSAND DOLLARS ($360,000) has been paid by Buyer to Sellers simultaneously with the execution of this public deed, as consideration for the Option and as good faith deposit (the "Deposit"), which will be non-reimbursable, except only as set forth below in this public deed. Sellers hereby acknowledge receipt of the Deposit. Of said Deposit, (i) SIXTY THOUSAND DOLLARS ($60,000) will correspond and will be allocated to PROPERTY ONE (1); (ii) SIXTY THOUSAND DOLLARS ($60,000) will correspond and will be allocated to PROPERTY TWO (2); (iii) SIXTY THOUSAND DOLLARS ($60,000) will correspond and will be allocated to PROPERTY THREE (3); (iv) SIXTY THOUSAND DOLLARS ($60,000) will correspond and will be allocated to PROPERTY FOUR (4); (v) SIXTY THOUSAND DOLLARS ($60,000) will correspond and will be allocated to PROPERTY FIVE (5); and (vi) SIXTY THOUSAND DOLLARS ($60,000) will correspond and will be allocated to PROPERTY SIX (6).----------

----------2.1.2 the sum of SIX MILLION EIGHT HUNDRED FORTY THOUSAND DOLLARS ($6,840,000) will be payable in full by Buyer to the order of Sellers, simultaneously with the execution of the purchase sale public deed whereby Buyer will acquire fee simple title to the PROPERTY and the possession thereof, pursuant to the Option (the "Purchase-Sale Deed"). Of said amount, (i) ONE MILLION

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ONE HUNDRED FORTY THOUSAND DOLLARS ($1,140,000) will correspond and will be allocated to PROPERTY ONE (1); (ii) ONE MILLION ONE HUNDRED FORTY THOUSAND DOLLARS ($1,140,000) will correspond and will be allocated to PROPERTY TWO (2); (iii) ONE MILLION ONE HUNDRED FORTY THOUSAND DOLLARS ($1,140,000) will correspond and will be allocated to PROPERTY THREE (3); (iv) ONE MILLION ONE HUNDRED FORTY THOUSAND DOLLARS ($1,140,000) will correspond and will be allocated to PROPERTY FOUR (4); (v) ONE MILLION ONE HUNDRED FORTY THOUSAND DOLLARS ($1,140,000) will correspond and will be allocated to PROPERTY FIVE (5); and (vi) ONE MILLION ONE HUNDRED FORTY THOUSAND DOLLARS ($1,140,000) will correspond and will be allocated to PROPERTY SIX (6).-----

---As per the specific instructions of Sellers, all payments to Sellers pursuant to this deed and to the Purchase-Sale Deed will be by deposited by Buyer in an escrow account on behalf of Sellers at The Title Security Group.----------

-----2.2. The Option is granted for a term equal to: (i) one (1) year, starting on the date of execution of this public deed and ending on June nine (9), two thousand twenty four (2024); or (ii) thirty (30) calendar days after the Heirs present for inscription or recording their fifty percent (50%) participation or interest in the PROPERTY through the filing of the required documents or "Instancias" in the Registry, **whichever occurs later** (the "Term").----------

-----2.3. Upon the execution of the Purchase-Sale Deed, the Deposit will be credited to the portion of the purchase-sale

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price payable on the date of execution of the Purchase-Sale Deed.----------

-----2.4. If the Term ends and Buyer has not bought the PROPERTY within the Term (except for reasons attributable to Sellers), then the Deposit will be lost by Buyer, and will become the property of Sellers, as liquidated damages. If the PROPERTY cannot be bought by Buyer within the Term, for reasons attributable to Sellers, then Sellers will reimburse the Deposit to Buyer at the end of the Term.----------

-----2.5. The real estate property taxes payable to the Centro de Recaudaciones de Ingresos Municipales ("CRIM"), and all special taxes (if applicable) of the PROPERTY will be the responsibility of Sellers and payable by Sellers up to the date of execution of the Purchase-Sale Deed (the "Closing Date"). Thereafter they shall be the responsibility of Buyer and payable by Buyer.----------

-----2.6. The Purchase-Sale Deed shall be executed before a notary public selected by Buyer.----------

-----2.7. Deeds to cancel any liens or encumbrances affecting the PROPERTY, if any, existing at the time of execution of the Purchase-Sale Deed, except any permitted encumbrances, will be executed no later than the Closing Date, before a notary public selected by Buyer.----------

-----2.8. Through the Purchase-Sale Deed, Buyer will acquire recordable fee simple title to the PROPERTY and the possession thereof, "as is, where is", free and clear of occupants, liens and encumbrances, except permitted encumbrances disclosed in this deed, if any. During the Term of the Option, Sellers will have the possession of the

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PROPERTY and will be allowed to conduct legal business activities in the PROPERTY.----------

-----2.9. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of the Property of Puerto Rico of this public deed and of the Purchase-Sale Deed will be paid by Buyer.----------

-----2.10. The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of the Property of the deeds of cancellation mentioned in Section 2.7, above (if any) shall be paid by Sellers.----------

-----2.11. This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them.----------

-----2.12. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of Puerto Rico in the event of any litigation pursuant to this public deed.

-----2.13. All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

------TO SELLERS:----------
------MARIANITA CARBÓ CRUZ----------
------Urbanización Belmonte----------
------Calle Madrid 50----------
------Mayaguez, Puerto Rico 00680----------

------MARIA JULIA MERINO MORENO----------
------Urbanización Belmonte----------
------Calle Galicia 63----------
------Mayaguez, Puerto Rico 00680----------
------mjuliamerino@gmail.com----------

------JULIO MERINO RODRIGUEZ----------
------2141 SW 66 Avenue----------
------Miami, Florida 33155----------

------ROLANDO MERINO CARBÓ----------
------14139 Little River Drive----------
------Baytown, Texas 77523----------

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------JOHANNA MERINO CARBÓ----------
------9521 Whiteheart Drive----------
------Fredericksburg, Virginia 22407----------
------johanna_merino@hotmail.com----------

------OSMARY MERINO HERNANDEZ----------
------2141 SW 66 Avenue----------
------Miami, Florida 33155----------

------OSMARA ROSA MERINO HERNANDEZ----------
------2141 SW 66 Avenue----------
------Miami, Florida 33155----------

------OMAR MERINO JIMENEZ----------
------2141 SW 66 Avenue----------
------Miami, Florida 33155----------

------TO BUYER:----------
------PR INVESTCO LLC----------
-------733 Third Avenue----------
-------New York, NY 10017----------
------Attention: Eileen Sawyer----------
-----Electronic Mail: roberto.ruiz@ccgc.com.do----------

------TO THE BROKER:----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920----------
------Attention: José Enrique Pérez Cruz----------
-----Electronic Mail: passportre@gmail.com----------

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-----2.14. Sellers represent and warrant to Buyer that, to the best of Sellers' knowledge, there are no toxic, dangerous, contaminated or contaminating substances, in the PROPERTY, and the PROPERTY has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----2.15. The appearing parties acknowledge that the Broker, Mister José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the subject of this Option. The fees to Mr. Pérez Cruz and his associates, if any, for said service will be the responsibility of Buyer, and paid to the Broker simultaneously

with the execution of the Purchase-Sale Deed, only if the Option is exercised by Buyer and Buyer buys the PROPERTY pursuant to the Option. Said fees will amount to THREE HUNDRED SIXTY THOUSAND DOLLARS ($360,000), equivalent to five percent (5%) of the purchase-sale price of the PROPERTY.----------

-----2.16. The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed.----------

-----2.17. In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgement, judicial order or similar document, then and in that event the rest of this public deed will continue in full force and effect.----------

-----2.18. During the Term, Buyer and its employees, agents and/or contractors are authorized to enter the PROPERTY to make studies and/or surveys, identify boundaries, take measurements, identify and demarcate the maritime zone ("deslinde de la zona marítimo terrestre") and make inspections, during business days and hours. During the Term, Buyer and its employees, agents and/or contractors are authorized to obtain al necessary certifications of the maritime zone ("deslinde de la zona marítimo Terrestre") from the Department of Natural Resourced of the Commonwealth of Puerto Rico and/or from any and all agencies or governmental entities with jurisdiction about the boundaries of the maritime zone ("zona marítimo Terrestre"). The persons entering the PROPERTY pursuant to this authorization will be responsible for the damages suffered or caused by them in the

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PROPERTY. Every employee who enters the PROPERTY pursuant to this authorization will be insured by a valid policy of the Puerto Rico State Insurance Fund, and, if applicable, of the "Chauffers' Insurance" or "Seguro Choferil". In addition, Buyer will have in place, during the term of the Option, a public liability insurance policy covering damages caused or suffered in the PROPERTY by the persons who enter it pursuant to this authorization, with a minimum coverage of ONE MILLION DOLLARS ($1,000,000) per occurrence. Sellers will appear as co-insured in the policy, together with Buyer.----------

-----2.19. During the Term, Buyer is authorized to seek the approvals, permits and endorsements necessary for the development in the PROPERTY of a residential, recreational and tourism project, or of part of a residential, recreational and tourism project, provided the existing DTS zoning of the PROPERTY is not changed, and that such approvals, permits and endorsements (i) comply with the requirements of the existing DTS zoning of the PROPERTY; and (ii) do not negatively affect and/or diminish the value or quality of the PROPERTY. The aforesaid authorization includes authorization to identify and demarcate the maritime zone ("deslinde de la zona marítimo terrestre). Sellers hereby commit to confirm this authorization in writing if required by Buyer, for presentation to the corresponding public or governmental agencies and entities. If the PROPERTY is not purchased by Buyer, all approvals, permits and endorsements obtained by Buyer for the PROPERTY pursuant to the aforesaid authorization will be transferred and

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assigned by Buyer to Sellers at the end of the Term, at no cost to Sellers.----------

-----2.20. The PROPERTY may not be altered during the Term, except only if specifically authorized in advance, in writing, by Sellers and Buyer.----------

-----2.21. The Option is not transferable by Sellers. Conversely, Buyer is authorized to transfer or assign this agreement and all its rights and obligations hereunder, at the sole option and discretion of Buyer.----------

-----2.22. The appearing parties agree that this Deed of Option will remain in full force and effect, obliges the appearing parties, and their successors, heirs or assigns, according to the Laws of the Commonwealth of Puerto Rico. ----------



---THIRD: Additional Documentation. The parties hereto agree to execute and deliver any additional instruments and documents that may be necessary to record the transaction contemplated in this deed in the Registry of the Property of Puerto Rico. Any costs and expenses, including attorneys' fees, incurred in connection with the execution of any additional instruments and documents shall be for the account of the Buyer. ----------

---FOURTH: Request to the Registrar. The Honorable Registrar of the Property of Puerto Rico is respectfully requested to record in the Registry of the Property of Puerto Rico the Option, as set forth in this deed.----------

---FIFTH: If Buyer does not purchase the PROPERTY pursuant to the Option, Buyer will, within thirty (30) consecutive calendar days after the end of the Term, at Buyer's cost and expense, (i) cancel the lien or encumbrance

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on the PROPERTY created by the Option; and (ii) file for recordation in the Registry of the Property of Puerto Rico any and all documents needed for the recording of said cancellation in the Registry of the Property. If the appearance of Sellers is required in said cancellation, Sellers will appear therein. ----------

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----------ACCEPTANCE AND WARNINGS----------

---The appearing parties to this deed accept the same as drafted because it has been drawn up in accordance with their stipulations, terms and conditions. I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this deed and they were fully advised by me thereon. Specifically, I advised them of the following:----------



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-----(a) That any liens or encumbrances affecting title to the PROPERTY that may be filed for recordation prior to the filing of this deed may be legally binding and could take precedence over this deed.----------

-----(b) It is advisable to verify the status of liens and encumbrances on the PROPERTY as they may appear from the Registry of the Property of Puerto Rico on the date hereof and of the adverse consequences which may result from the failure to do so. To this effect, the appearing parties have been warned and advised by the subscribing Notary Public about the following: (i) that the digital system of recordation of the Digital Registry of Immovable Property of the Commonwealth of Puerto Rico provides Access to the Electronic Diary of Daily Operations, the Electronic Book of Recordation's, and the Single Book of Lines ("Libro Unico de Embargos") twenty four (24) hours a day, seven (7) days a week for both inquiries and filings which may affect the registration or rights under this deed; (ii) that said electronic books have been reviewed up to the date of the title search prepared for this transaction; and (iii) that the authorizing Notary Public has not consulted the Registry of the Property of Puerto Rico in any way whatsoever after the date of the aforementioned title search, to all of which the appearing parties give their acceptance and compliance, being fully aware of its consequences.----------

-----(c) That this deed was prepared in accordance with title searches (the "Title Searches"), prepared by **Capital Title Services, Inc.**, an entity engaged in such business, and not by the undersigned Notary. The aforementioned Title

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Searches are dated February twenty one (21), two thousand twenty three (2023). ----------

-----(d) The appearing parties accept the Title Search and are satisfied with the contents thereof. Consequently, the appearing parties release the Notary from any responsibility due to errors or omissions in said Title Search and/or due to any changes in the title to the PROPERTY or in its liens and encumbrances that might occur between the date of the Title Search and the date this deed is presented to the Registry of the Property of Puerto Rico for registration.----------

-----(e) The necessity and convenience of obtaining a negative certification of debt from the Municipal Revenue Collection Center tax rolls (CRIM – Centro de Recaudaciones de Ingresos Municipales) regarding the PROPERTY.----------

-----(f) This deed must be recorded in the appropriate Section of the Registry of the Property of Puerto Rico in order to bind all rights herein to third-parties.----------

---The appearing parties waived the right which I advised them they had to have witnesses to the execution of this deed; but, upon my advice, made use of their right to read the same, and, finding it drafted to their entire satisfaction, having been advised by me, the Notary, of the pertinent legal warnings and reservations, acknowledging that they have understood this deed in all its parts, fully ratify and confirm the statements contained herein as the true and exact embodiment of their stipulations, terms, and conditions, proceed to sign before me, and to affix their initials on each folio of the same.----------

---And I, the Notary, do hereby CERTIFY AND ATTEST as to my personal knowledge or identification of the appearing

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parties and as to their personal circumstances, in accordance with their statements, as well as to all other things herein contained.----------

---I, the Notary, CERTIFY AND GIVE FAITH.----------

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CERTIFICO que en la misma fecha y lugar de su otorgamiento expedí primera copia certificada a favor de la parte compradora. DOY FE. ----

Notario(a) Público(a)

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----DEED NUMBER TWENTY NINE (29)----------

------ DEED OF OPTION TO PURCHASE REAL ESTATE ------

---In the City of San Juan, Puerto Rico, on this twelfth (12th) day of May, two thousand twenty three (2023),----------

---------- **BEFORE ME,** ----------

---MARIA DEL ROSARIO PUJOL THOMPSON, Attorney-at-Law and Notary Public in and for the Commonwealth of Puerto Rico, with residence in Guaynabo, Puerto Rico, and offices located at suite two hundred (200), Puerta del Condado Building, one thousand ninety five (1095) Wilson Street, San Juan, Puerto Rico,----------

---------- **APPEAR:** ----------

---AS PARTY OF THE FIRST PART: ROBERTO DANIEL ACOSTA MARTIN, of legal age, single, electrical engineer and resident of Cabo Rojo, Puerto Rico (hereinafter "Roberto");----------

---AS PARTY OF THE SECOND PART: JAVIER ACOSTA MARTIN, of legal age, married, electrical engineer and resident of Cabo Rojo, Puerto Rico (hereinafter "Javier");-------

---AS PARTY OF THE THIRD PART: CARLOS DAVID ACOSTA MARTIN, of legal age, single, contractor and resident of Hormigueros, Puerto Rico (hereinafter "Carlos");----------

---AS PARTY OF THE FOURTH PART: RAMONITA MARTIN VELEZ, of legal age, single, property owner and resident of Cabo Rojo, Puerto Rico (hereinafter "Ramonita"). Ramonita appears herein represented by her three (3) attorneys-in-fact, Roberto, Javier and Carlos, pursuant to Deed of General Durable Power of Attorney and Designation

of Tutor ("Poder General Duradero y Designación de Tutor"), executed by Ramonita in Cabo Rojo, Puerto Rico, on January nineteen (19), two thousand twenty three (2023), before notary public Carlos E. Ortíz Collado (the "Power of Attorney"). Notification of the execution of the Power of Attorney was recorded with the number eighteen seventeen dash three hundred sixty (1817-360), on January thirty (30), two thousand twenty three (2023), at the General Registry of Notarial Competencies (Registro General de Competencias Notariales") of the Office of Notarial Inspections ("Oficina de Inspección de Notarías") of the Supreme Court of Puerto Rico.----------

---I, the Notary, hereby certify to have had before me a certified copy of the Power of Attorney, and in my opinion, the Power of Attorney is in full compliance with the all legal requirements needed to authorize Roberto, Javier and Carlos to appear in this public Deed on behalf of Ramonita.----------

---Roberto, Javier, Carlos and Ramonita will be referred jointly hereinafter as "Sellers".----------

---AS PARTY OF THE FIFTH PART: PR INVESTCO LLC (hereinafter "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of the State of Delaware, United States of America, represented herein by its authorized representative, MS. GLADYS OMAYRA FONTANEZ REYES, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this public deed arises from Certificate of Resolution of PR INVESTCO LLC signed by Eileen Sawyer in her capacity of Manager of PR INVESTCO

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LLC, executed on December thirteen (13), two thousand twenty two (2022), in New York, New York, United States of America, before notary public Eric Orenstein, an original of which I, the Notary, hereby certify to have had before me, and which, in my opinion, is in full compliance with all legal requirements to authorize Ms. Gladys Omayra Fontanez Reyes to appear in this public deed on behalf of Buyer; and----------

---AS THE PARTY OF THE SIXTH PART: JOSE ENRIQUE PEREZ CRUZ, also known as José E. Pérez (hereinafter the "Broker"), who is of legal age, married, real estate broker, and resident of Bayamón, Puerto Rico.----------

---I, the Notary, certify that I am personally acquainted with all parties, and through their statements, I further certify as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and accordingly they do hereby----------

----------STATE AND AGREE----------

---FIRST: <u>The Property; Title, Liens and Encumbrances</u>.------

-----One. <u>Title</u>. Sellers are the owners in fee simple title ("pleno dominio") and have the possession of the parcel of land described in the Spanish Language as follows (hereinafter the "PROPERTY"):----------

---"RUSTICA: Parcela número setenta y dos (72), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalente a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En linderos: por el NORTE, con la parcela número cuarenta y dos (42) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5)

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pertenecen a esta parcela; por el SUR, con la parcela número setenta y tres (73) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número cuarenta y uno (41) y servidumbre de paso de diez (10) metros de ancho de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con el Mar Caribe.----------
---Para uso de fines agrícolas."----------

---The PROPERTY is property number eighteen thousand seven hundred eighteen (18,718), recorded at page number sixty seven (67), of volume eight hundred sixty four (864), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

---The real property tax identification number ("número de catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to the PROPERTY is four hundred and two dash zero zero seven dash three hundred twenty seven dash ninety dash zero zero zero (402-007-327-90-000).----------

---The PROPERTY, by its origin and by itself is free of liens and/or encumbrances.----------

---SECOND: Buyer wishes to acquire an option to buy the PROPERTY, with all its improvements, and rights and annexes, and Sellers wish to grant, and hereby grant, said option to Buyer (hereinafter the "Option"), which is done pursuant to this public instrument and in accordance with the following----------

----------TERMS AND CONDITIONS:----------

-----2.1. The purchase-sale price of the PROPERTY will be the lump sum of ONE MILLION DOLLARS ($1,000,000), payable to Sellers simultaneously with the execution of the deed whereby Buyer acquires fee simple title ("pleno dominio") to the PROPERTY (the "Purchase-Sale Deed").-----

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-----2.2. As consideration for the Option, Buyer has paid to Sellers, simultaneously with the execution of this public deed or before its execution, the sum of FIFTY THOUSAND DOLLARS ($50,000), as good faith deposit (the "Deposit"), which will be non-reimbursable, except only as set forth below in this public deed. Sellers hereby acknowledge receipt of the Deposit.----------

-----2.3. The Option is granted for a term (the "Term") equal to: (i) nine (9) months, starting on the date of execution of this public deed and ending on February twelve (12), two thousand twenty four (2024); or (ii) thirty (30) calendar days after the Sellers file for Recordation in the Registry of the Property of Puerto Rico all documentation required to grant to Sellers fee simple title to the PROPERTY, as legitimate heirs of Roberto Acosta Cabán (the "Instancia"), **whichever occurs later**.----------

-----2.4. The Deposit will be credited to the first payment of the purchase-sale price of the PROPERTY which will be made on the date of the execution of the Purchase-Sale Deed.----------

-----2.5. If the Term ends and Buyer has not bought the PROPERTY within the Term (except for reasons attributable to Sellers), then the Deposit will be lost by Buyer, and will become the property of Sellers, as liquidated damages. If the PROPERTY cannot be bought by Buyer within the Term, for reasons attributable to Sellers, then Sellers will reimburse the Deposit to Buyer at the end of the Term.----------

-----2.6. The real estate property taxes payable to the Centro de Recaudaciones de Ingresos Muncipales ("CRIM"),

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and all special taxes (if applicable) of the PROPERTY will be the responsibility of Sellers and payable by Sellers up to the date of execution of the Purchase-Sale Deed (the "Closing Date"). Thereafter they shall be the responsibility of Buyer and payable by Buyer.----------

-----2.7. The Purchase-Sale Deed shall be executed before a notary public selected by Buyer.----------

-----2.8. Through the Purchase-Sale Deed, Buyer will acquire recordable fee simple title to the PROPERTY and the possession thereof, "as is, where is", free and clear of occupants, liens and encumbrances. During the Term of the Option, Sellers will have the possession of the PROPERTY and will be allowed to conduct legal business activities in the PROPERTY.----------

-----2.9. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of the Property of Puerto Rico of this public deed and of the Purchase-Sale Deed will be paid by Buyer.----------

-----2.10. This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them.----------

-----2.11. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of Puerto Rico, Section of San Juan, in the event of any litigation pursuant to this public deed.----------

-----2.12. All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

------TO SELLERS:----------

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------Roberto D. Acosta Martín----------
------PO Box 6534----------
------Mayaguez, PR 00681----------
------Electronic Mail: rmartin@amelectricpr.com----------

------Javier Acosta Martín----------
------PO Box 6534----------
------Mayaguez, PR 00681----------
------Electronic Mail: jacosta@amelectricpr.com----------

------Carlos D. Acosta Martín----------
------PO Box 6534----------
------Mayaguez, PR 00681----------
------Electronic Mail: cacosta@mpl-pr.com----------

------Ramonita Martín Vélez----------
------PO Box 6534----------
------Mayaguez, PR 00681----------
------Electronic Mail: racosta@accurateworks.com----------

------TO BUYER:----------
------PR INVESTCO LLC----------
-------733 Third Avenue----------
-------New York, NY 10017----------
------Attention: Eileen Sawyer----------
-----Electronic Mail: roberto.ruiz@ccgc.com.do----------

------TO THE BROKER:----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920----------
------Attention: José Enrique Pérez Cruz----------
-----Electronic Mail: passportre@gmail.com----------

-----2.13. Sellers represent and warrant to Buyer that, to the best of Sellers' knowledge, in the PROPERTY there are no toxic, dangerous, contaminated or contaminating substances, and that the PROPERTY has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----2.14. The appearing parties acknowledge that the Broker, mister José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the subject of this Option. The fees to Mr. Pérez Cruz

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and his associates, if any, for said service will be the responsibility of Buyer and paid simultaneously with the execution of the Purchase-Sale Deed, only if the Option is exercised by Buyer and Buyer buys the PROPERTY pursuant to the Option. Said fees will amount to FIFTY THOUSAND DOLLARS ($50,000), equivalent to five percent (5%) of the purchase-sale price of the PROPERTY.----------

-----2.15. The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed.----------

-----2.16. In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgement or judicial order, then and in that event the rest of this public deed will continue in full force and effect.

-----2.17. During the Term, Buyer and its employees, agents and/or contractors are authorized to enter the PROPERTY to make studies, identify boundaries, take measurements and make inspections, during business days and hours, and the persons entering the PROPERTY pursuant to this authorization will be responsible for the damages suffered or caused by them in the PROPERTY. Every employee who enters the PROPERTY pursuant to this authorization will be insured by a valid policy of the Puerto Rico State Insurance Fund, and, if applicable, of the "Chauffers' Insurance" or "Seguro Choferil". In addition, Buyer will have in place, during the term of the Option, a public liability insurance policy covering damages caused or suffered in the PROPERTY by the persons who enter it pursuant to this authorization, with a minimum coverage of ONE MILLION DOLLARS ($1,000,000)

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per occurrence. Sellers will appear as co-insured in the policy, together with Buyer.----------

-----2.18. During the Term, Buyer is authorized to seek the approvals, permits and endorsements necessary for the development in the PROPERTY of a residential, recreational and tourism project, or of part of a residential, recreational and tourism project, provided the existing DTS zoning of the PROPERTY is not changed, and that such approvals, permits and endorsements (i) comply with the requirements of the existing DTS zoning of the PROPERTY; and (ii) do not negatively affect and/or diminish the value or quality of the PROPERTY. Sellers hereby commit to confirm this authorization in writing if required by Buyer, for presentation to the corresponding public or governmental agencies and entities. If the PROPERTY is not purchased by Buyer, all approvals, permits and endorsements obtained by Buyer for the PROPERTY pursuant to the aforesaid authorization will be transferred and assigned by Buyer to Sellers at the end of the Term, at no cost to Sellers.----------

-----2.19. The PROPERTY may not be altered during the Term, except only if specifically authorized in advance, in writing, by Sellers and Buyer.----------

-----2.20. The Option is not transferable by Sellers. Conversely, Buyer is authorized to transfer or assign this agreement and all its rights and obligations hereunder, at the sole option and discretion of Buyer to any entity affiliated to or assigned by Buyer.----------

---**THIRD:** Additional Documentation. The parties hereto agree to execute and deliver any additional instruments and

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documents that may be necessary to record the transaction contemplated in this deed in the Registry of the Property of Puerto Rico. Any costs and expenses, including attorneys' fees, incurred in connection with the execution of any additional instruments and documents shall be for the account of the Buyer. ----------

---**FOURTH:** Request to the Registrar. The Honorable Registrar of the Property of Puerto Rico is respectfully requested to record in the Registry of the Property of Puerto Rico the Option, as set forth in this deed.----------

---**FIFTH:** If Buyer does not purchase the PROPERTY pursuant to the Option, Buyer will, within thirty (30) consecutive calendar days after the end of the Term, at Buyer's cost and expense, (i) cancel the lien or encumbrance on the PROPERTY created by the Option; and (ii) file for recordation in the Registry of the Property of Puerto Rico any and all documents needed for the recording of said cancellation in the Registry of the Property. If the appearance of Sellers is required in said cancellation, Sellers will appear therein.----------

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----------**ACCEPTANCE AND WARNINGS**----------

---The appearing parties to this deed accept the same as drafted because it has been drawn up in accordance with their stipulations, terms and conditions. I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this deed and they were fully advised by me thereon. Specifically, I advised them of the following:----------

-----(a) That any liens or encumbrances affecting title to the PROPERTY that may be filed for recordation prior to the filing

of this deed may be legally binding and could take precedence over this deed.----------

-----(b) It is advisable to verify the status of liens and encumbrances on the PROPERTY as they may appear from the Registry of the Property of Puerto Rico on the date hereof and of the adverse consequences which may result from the failure to do so. To this effect, the appearing parties have been warned and advised by the subscribing Notary Public about the following: (i) that the digital system of recordation of the Digital Registry of Immovable Property of the Commonwealth of Puerto Rico provides Access to the Electronic Diary of Daily Operations, the Electronic Book of Recordations, and the Single Book of Liens ("Libro Unico de Embargos") twenty four (24) hours a day, seven (7) days a week for both inquiries and filings which may affect the registration or rights under this deed; (ii) that said electronic books have been reviewed up to the date of the title search prepared for this transaction; and (iii) that the authorizing Notary Public has not consulted the Registry of the Property of Puerto Rico in any way whatsoever after the date of the aforementioned title search, to all of which the appearing parties give their acceptance and compliance, being fully aware of its consequences.----------

-----(c) That this deed was prepared in accordance with a title search (the "Title Search"), prepared by **Capital Title Services, Inc.**, an entity engaged in such business, and not by the undersigned Notary. The aforementioned Title Search is dated November four (4), two thousand twenty two (2022).----------

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-----(d) The appearing parties accept the Title Search and are satisfied with the contents thereof. Consequently, the appearing parties release the Notary from any responsibility due to errors or omissions in said Title Search and/or due to any changes in the title to the PROPERTY or in its liens and encumbrances that might occur between the date of the Title Search and the date this deed is presented to the Registry of the Property of Puerto Rico for registration.----------

-----(e) The necessity and convenience of obtaining a negative certification of debt from the Municipal Revenue Collection Center tax rolls (CRIM – Centro de Recaudaciones de Ingresos Municipales) regarding the PROPERTY.----------

-----(f) This deed must be recorded in the appropriate Section of the Registry of the Property of Puerto Rico in order to bind all rights herein to third-parties.----------

---The appearing parties waived the right which I advised them they had to have witnesses to the execution of this deed; but, upon my advice, made use of their right to read the same, and, finding it drafted to their entire satisfaction, having been advised by me, the Notary, of the pertinent legal warnings and reservations, acknowledging that they have understood this deed in all its parts, fully ratify and confirm the statements contained herein as the true and exact embodiment of their stipulations, terms, and conditions, proceed to sign before me, and to affix their initials on each folio of the same.----------

---And I, the Notary, do hereby CERTIFY AND ATTEST as to my personal knowledge or identification of the appearing parties and as to their personal circumstances, in accordance with their statements, as well as to all other things herein

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contained.----------

---I, the Notary, CERTIFY AND GIVE FAITH.----------





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CERTIFICO que en la misma fecha y lugar de su otorgamiento expedí primera copia certificada a favor de la parte compradora. DOY FE. ----

Notario(a) Público(a)

----DEED NUMBER TEN (10)----------

------ DEED OF OPTION TO PURCHASE REAL ESTATE ------

---In the City of San Juan, Puerto Rico, on this seventeenth (17th) day of February, two thousand twenty three (2023),-------

---------- **BEFORE ME,** ----------

---MARIA DEL ROSARIO PUJOL THOMPSON, Attorney-at-Law and Notary Public in and for the Commonwealth of Puerto Rico, with residence in Guaynabo, Puerto Rico, and offices located at suite two hundred (200), Puerta del Condado Building, one thousand ninety five (1095) Wilson Street, San Juan, Puerto Rico,----------

---------- **APPEAR:** ----------

---AS PARTY OF THE FIRST PART: BRYAN MELENDEZ SALGADO, of legal age, single, property owner and resident of Naranjito, Puerto Rico (hereinafter referred to as "BRYAN");----------

---AS PARTY OF THE SECOND PART: ESTEBAN HERNANDEZ RIVERA, of legal age, married to Ivette Marie Alvarado Sojo, with whom he has no conjugal partnership pursuant to the pre-nuptial agreement constituted as per deed number ninety four (94), executed in Bayamón, Puerto Rico, on November twenty three (23), two thousand twenty one (2021), before notary public Roberto Almodóvar Rodríguez, professor and resident of Bayamón, Puerto Rico (hereinafter referred to as "ESTEBAN");----------

---AS PARTY OF THE THIRD PART: EDGARDO MANUEL HERNANDEZ ALVARADO, and his wife, CYNTHIA CARIDAD MELENDEZ SALGADO, both of legal age, married to each other, manager and teacher, respectively,

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and residents of Collierville, State of Tennessee, United States of America. Cynthia Caridad Meléndez Salgado appears herein represented by her attorney in fact, her husband Edgardo Manuel Hernández Alvarado, pursuant to a General Power of Attorney ("Poder General"), constituted as per deed number seventy one (71), executed in Naranjito, Puerto Rico, on December twenty eight (28), two thousand twenty two (2022), before notary public Héctor Manuel Marrero Marrero. The aforementioned General Power of Attorney was recorded as number eighteen fourteen dash four hundred thirty (1814-430) at the "Oficina de Inspección de Notarías ("ODIN") on January ten (10), two thousand twenty three (2023). I, the Notary, hereby certify that I have had before me a certified copy of said General Power of Attorney, that I have reviewed it, together with a certified copy of the aforesaid General Power of Attorney, and that, in my opinion, said document is legally valid and correct, and comply with all legal requirements needed to authorize Edgardo Manuel Hernández Alvarado to appear in this public deed on behalf of Cynthia Caridad Meléndez Salgado, as attorney in fact of Cynthia Caridad Meléndez Salgado. Edgardo Manuel Hernández Alvarado and Cynthia Caridad Meléndez Salgado will be hereinafter jointly referred to as "EDGARDO";----------

---BRYAN, ESTEBAN and EDGARDO will be hereinafter jointly referred to as "Sellers").----------

---AS PARTY OF THE FOURTH PART: PR INVESTCO LLC (hereinafter "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of

the State of Delaware, United States of America, represented herein by its authorized representative, MS. GLADYS OMAYRA FONTANEZ REYES, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this public deed arises from Certificate of Resolution of PR INVESTCO LLC signed by Eileen Sawyer, in her capacity of Manager of PR INVESTCO LLC, on February fifteen (15) two thousand twenty three (2023), in New York, New York, United States of America, before notary public Eric Orenstein, an original of which I, the Notary, hereby certify to have had before me, and which, in my opinion, is in full compliance with all legal requirements to authorize Ms. Gladys Omayra Fontanez Reyes to appear in this public deed on behalf of Buyer; and----------

---AS THE PARTY OF THE FIFTH PART: Mister **JOSE ENRIQUE PEREZ CRUZ**, also known as José E. Pérez (hereinafter the "Broker"), who is of legal age, married, real estate broker, and resident of Bayamón, Puerto Rico.----------

---I, the Notary, certify that I am personally acquainted with all parties, and through their statements, I further certify as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and accordingly they do hereby----------

----------STATE AND AGREE----------

---FIRST: <u>The Property; Title, Liens and Encumbrances</u>.------

---Sellers are the owners in fee simple title ("pleno dominio") and have the possession of a parcel of land which will be

referred to hereinafter as the "PARCEL". The PARCEL is jointly owned by BRYAN, ESTEBAN and EDGARDO. Each of them owns a one third (⅓) participation in the PARCEL. The PARCEL is described in the Spanish language as follows, according to the Registry of the Property of Puerto Rico:----------

---**"RUSTICA:** Parcela marcada con el número ciento nueve (109) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida de veintiún mil novecientos seis punto diecisiete (21,906.17) metros cuadrados, equivalentes a cinco punto cinco mil setecientas treinta y cinco (5.5735) cuerdas. En lindes, por el NORTE, con la parcela número ciento cuatro (104); por el SUR, con la parcela número cincuenta y ocho (58), la cual contiene parte de la servidumbre de paso para su acceso de quince (15) metros de ancho, de los cuales siete punto cincuenta (7.50) metros pertenecen a esta parcela; por el ESTE, con las parcelas número cincuenta y nueve (59) y sesenta (60), que contienen ambas partes de la servidumbre de paso para su acceso de quince (15) metros de ancho, de los cuales siete punto cincuenta (7.50) metros pertenecen a esta parcela; y por el OESTE, con las parcelas número ciento diez (110), ciento once (111) y ciento doce (112), las cuales contienen parte de la servidumbre de paso para su acceso de quince (15) metros de ancho, de los cuales siete punto cincuenta (7.50) metros pertenecen a esta parcela.----------
---Esta parcela está afectada por una servidumbre de paso compuesta de tres mil seiscientos cincuenta y seis punto sesenta y dos (3,656.62) metros cuadrados, la cual se compone de siete punto cincuenta (7.50) metros lineales de ancho por cuatrocientos noventa y dos punto cuarenta y siete (492.47) metros lineales de largo por sus colindancias Sur, Este y Oeste para uso agrícola. Dicha finca fue mensurada por el Agrimensor Frank Lozada Díaz el día diez (10) de febrero de dos mil cuatro (2004)."----------

---the PARCEL is recorded at the overleaf of page one hundred sixty five (165) of volume eight hundred forty three (843) of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, property number eighteen thousand eight hundred forty three (18,843).----------

---The PARCEL is subject to the following liens and/or encumbrances:----------

---By its origin, the PARCEL is free and clear of liens and

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encumbrances.----------

---By itself, the PARCEL is subject to the following liens and encumbrances:----------

-----(A) Restrictive covenants as per deed number one hundred thirty three (133), executed in Mayaguez, Puerto Rico, on November twenty (20), two thousand three (2003), before notary public Luis Roberto Santos, recorded at page one hundred sixty six (166) of volume eight hundred forty three (843), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, parcel number eighteen thousand eight hundred forty three (18,843), third (3rd) recording.----------

---The PARCEL was acquired by Sellers through deed number two hundred sixty two (262), executed in Guaynabo, Puerto Rico, on December twenty nine (29), two thousand twenty one (2021), before notary public Joel Rolando Rodríguez Sánchez, recorded at entry two thousand twenty one dash one six eight five one eight dash "S" "G" zero one (2021-168518-SG01) of the Karibe System of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

---Sellers represent that, according to the information provided by the Centro de Recaudaciones de Ingresos Municipales ("CRIM"), the real estate tax property identification number ("catastro") of the PARCEL is four zero two dash zero zero nine dash three two seven dash eighty three dash zero zero zero (402-009-327-83-000).----------

---SECOND: Buyer wishes to acquire an option to buy the PARCEL, with all its improvements, and rights and annexes,

"as is, where is", and Sellers wish to grant, and hereby grant, said option to Buyer (hereinafter the "Option"), which is done pursuant to this public instrument and in accordance with the following----------

----------**TERMS AND CONDITIONS:**----------

-----2.1. The purchase-sale price of the PARCEL will be the lump sum of FOUR HUNDRED FIFTY THOUSAND DOLLARS ($450,000), payable in full, through manager's check or wire transfer to the order of Sellers, simultaneously with the execution of the purchase sale public deed whereby Buyer will acquire fee simple title to the PARCEL and the possession thereof, pursuant to the Option (the "Purchase-Sale Deed").----------

---Of said purchase-sale price of FOUR HUNDRED FIFTY THOUSAND DOLLARS ($450,000), (i) one third (⅓), or ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000), corresponds and will be payable to BRYAN; (ii) one third (⅓), or ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000), corresponds and will be payable to ESTEBAN; and (iii) one third (⅓), or ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000), corresponds and will be payable to EDGARDO.----------

-----2.2. As consideration for the Option, Buyer has paid to Sellers, simultaneously with the execution of this public deed or before its execution, the sum of TWENTY TWO THOUSAND FIVE HUNDRED DOLLARS ($22,500), as good faith deposit (the "Deposit"), which will be non-reimbursable, except only as set forth below in this public deed. Of said Deposit of TWENTY TWO THOUSAND FIVE HUNDRED

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DOLLARS ($22,500), (i) one third (⅓) or SEVEN THOUSAND FIVE HUNDRED DOLLARS ($7,500), corresponds and will be payable to BRYAN; (ii) one third (⅓) or SEVEN THOUSAND FIVE HUNDRED DOLLARS ($7,500), corresponds and will be payable to ESTEBAN; and (iii) one third (⅓) or SEVEN THOUSAND FIVE HUNDRED DOLLARS ($7,500), corresponds and will be payable to EDGARDO.----------Sellers hereby acknowledge receipt of the Deposit.----------

-----2.3. The Option begins simultaneously with the execution of this deed and will mature on February seventeen (17), two thousand twenty four (2024) (the "Term").----------

-----2.4. If the Term ends and Buyer has not bought the PARCEL within the Term (except for reasons attributable to Sellers), then the Deposit will be lost by Buyer, and will become the property of Sellers, as liquidated damages. If the PARCEL cannot be bought by Buyer within the Term, for reasons attributable to Sellers, then Sellers will reimburse the Deposit to Buyer at the end of the Term.----------

-----2.5. The real estate property taxes payable to the Centro de Recaudaciones de Ingresos Muncipales ("CRIM"), and all special taxes (if applicable) of the PARCEL will be the responsibility of Sellers and payable by Sellers up to the date of execution of the Purchase-Sale Deed (the "Closing Date"). Thereafter they shall be the responsibility of Buyer and payable by Buyer.----------

-----2.6. The Purchase-Sale Deed shall be executed before a notary public selected by Buyer.----------

-----2.7. Deeds to cancel any existing liens or encumbrances affecting the PARCEL at the time of execution

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of the Purchase-Sale Deed, if any, other than the Rights of Way and restrictive covenants described hereinabove, will be executed no later than the Closing Date, before a notary public selected by Sellers.----------

-----2.8. Through the Purchase-Sale Deed, Buyer will acquire recordable fee simple title to the PARCEL and the possession thereof, "as is, where is", free and clear of occupants, liens and encumbrances, with no representations or warranties, except only those specifically set forth in this public deed.----------

-----2.9. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of the Property of Puerto Rico of this public deed and of the Purchase-Sale Deed will be paid by Buyer.----------

-----2.10. The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of the Property of the deeds of cancellation mentioned in Section 2.7, above (if any) shall be paid by Sellers Said deed(s) of cancelation will be executed before a notary public selected by Sellers.----------

-----2.11. This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them.----------

-----2.12. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of Puerto Rico in the event of any litigation pursuant to this public deed.

-----2.13. All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

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------TO SELLERS:----------
------BRYAN MELENDEZ SALGADO----------
------HC 74 Box 6026----------
------Naranjito, PR 00719----------
------e-mail: bryanmelendezsalgado@gmail.com----------

------ESTEBAN HERNANDEZ RIVERA----------
------158 Vista de la Bahía----------
------Panorama Village----------
------Bayamón, PR 00957----------
------e-mail: educaeh@gmail.com----------

------EDGARDO MANUEL HERNANEZ ALVARADO and CYNTHIA CARIDAD MELENDEZ SALGADO----------
------1320 Riding Brook Drive----------
------Collierville, TN 38017----------
------e-mail: edgardo328@gmail.com----------

------TO BUYER:----------
------PR INVESTCO LLC----------
-------733 Third Avenue----------
-------New York, NY 10017----------
------Attention: Eileen Sawyer----------
-----Electronic Mail: roberto.ruiz@ccgc.com.do----------

------TO THE BROKER:----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920----------
------Attention: José Enrique Pérez Cruz----------
-----Electronic Mail: passportre@gmail.com----------

-----2.14. Sellers represent and warrant to Buyer that, to the best of Sellers' knowledge, in the PARCEL there are no toxic, dangerous, contaminated or contaminating substances, and the PARCEL has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----2.15. The appearing parties acknowledge that the Broker, mister José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the subject of this Option. The fees to Mr. Pérez Cruz and his associates, if any, for said service will be the

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responsibility of Buyer and paid simultaneously with the execution of the Purchase-Sale Deed, only if the Option is exercised by Buyer and Buyer buys the PARCEL pursuant to the Option. Said fees will amount to TWENTY TWO THOUSAND FIVE HUNDRED DOLLARS ($22,500), equivalent to five percent (5%) of the purchase-sale price of the PARCEL. Sellers will have no obligation to pay any fee of commission to the Broker.----------

-----2.16. The parties acknowledge and agree that, if any representation of Sellers in this public deed is incorrect or incomplete as of the Closing Date, or if, on the Closing Date, the PARCEL is not free of occupants, liens and encumbrances (except the Rights of Way and the restrictive covenants mentioned hereinabove), Buyer may, at its sole discretion, elect not to buy the PARCEL and, in such case, all the Deposit will be immediately returned in full to Buyer by Sellers.----------

-----2.17. The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed.----------

-----2.18. In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgement or judicial order, then and in that event the rest of this public deed will continue in full force and effect.

-----2.19. During the Term, Buyer and its employees, agents and/or contractors are authorized to enter the PARCEL to make studies, identify boundaries, take measurements and make inspections, during business days and hours, and the persons entering the PARCEL pursuant to this authorization

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will be responsible for the damages suffered or caused by them in the PARCEL. Every employee who enters the PARCEL pursuant to this authorization will be insured by a valid policy of the Puerto Rico State Insurance Fund, and, if applicable, of the "Chauffers' Insurance" or "Seguro Choferil". In addition, Buyer will have in place, during the term of the Option, a public liability insurance policy covering damages caused or suffered in the PARCEL by the persons who enter it pursuant to this authorization, with a minimum coverage of ONE MILLION DOLLARS ($1,000,000) per occurrence. Sellers will appear as co-insured parties in the policy, together with Buyer.----------

-----2.20. During the Term, Buyer is authorized to seek the approvals, permits and endorsements necessary for the development in the PARCEL of a residential, recreational and tourism project, or of part of a residential, recreational and tourism project, provided the existing DTS zoning of the PARCEL is not changed, and that such approvals, permits and endorsements (i) comply with the requirements of the existing DTS zoning of the PARCEL; and (ii) do not negatively affect and/or diminish the value or quality of the PARCEL.-----

-----2.21. The PARCEL may not be altered during the Term, except only if specifically authorized in advance, in writing, by Sellers and Buyer.----------

-----2.22. The Option is not transferable by Sellers. Conversely, Buyer is authorized to transfer or assign this agreement and all its rights and obligations hereunder, at the sole option and discretion of Buyer. ----------

---THIRD: Additional Documentation. The parties hereto

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agree to execute and deliver any additional instruments and documents that may be necessary to record the transaction contemplated in this deed in the Registry of the Property of Puerto Rico. Any costs and expenses, including attorneys' fees, incurred in connection with the execution of any additional instruments and documents shall be for the account of the Buyer. ----------

---**FOURTH:** Request to the Registrar. The Honorable Registrar of the Property of Puerto Rico is respectfully requested to record in the Registry of the Property of Puerto Rico the Option, as set forth in this deed.----------

---**FIFTH:** If Buyer does not purchase the PARCEL pursuant to the Option, Buyer will, within thirty (30) consecutive calendar days after the end of the Term, at Buyer's cost and expense, (i) cancel the lien or encumbrance on the PARCEL created by the Option; and (ii) file for recordation in the Registry of the Property of Puerto Rico any and all documents needed for the recording of said cancellation in the Registry of the Property. If the appearance of Sellers is required in said cancellation, Sellers will appear therein.----------

---**SIXTH:** During the Term of the Option, Sellers may not (i) sell the PARCEL to any party other than Buyer; or (ii) mortgage the PARCEL.----------

---**SEVENTH:** This Option may not be transferred or assigned by Sellers, but it may be transferred or assigned by Buyer.-----

----------**ACCEPTANCE AND WARNINGS**----------

---The appearing parties to this deed accept the same as drafted because it has been drawn up in accordance with their stipulations, terms and conditions. I, the Notary, made to the

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appearing parties the necessary legal warnings concerning the execution of this deed and they were fully advised by me thereon. Specifically, I advised them of the following:----------

-----(a) That any liens or encumbrances affecting title to the PARCEL that may be filed for recordation prior to the filing of this deed may be legally binding and could take precedence over this deed.----------

-----(b) It is advisable to verify the status of liens and encumbrances on the PARCEL as they may appear from the Registry of the Property of Puerto Rico on the date hereof and of the adverse consequences which may result from the failure to do so. To this effect, the appearing parties have been warned and advised by the subscribing Notary Public about the following: (i) that the digital system of recordation of the Digital Registry of Immovable Property of the Commonwealth of Puerto Rico provides Access to the Electronic Diary of Daily Operations, the Electronic Book of Recordations, and the Single Book of Lines ("Libro Unico de Embargos") twenty four (24) hours a day, seven (7) days a week for both inquiries and filings which may affect the registration or rights under this deed; (ii) that said electronic books have been reviewed up to the date of the title search prepared for this transaction; and (iii) that the authorizing Notary Public has not consulted the Registry of the Property of Puerto Rico in any way whatsoever after the date of the aforementioned title search, to all of which the appearing parties give their acceptance and compliance, being fully aware of its consequences.----------

-----(c) That this deed was prepared in accordance with title



searches (the "Title Searches"), prepared by **Capital Title Services, Inc.**, an entity engaged in such business, and not by the undersigned Notary. The aforementioned Title Searches are dated September twenty eight (28), two thousand twenty two (2022).----------

-----(d) The appearing parties accept the Title Searches and are satisfied with the contents thereof. Consequently, the appearing parties release the Notary from any responsibility due to errors or omissions in said Title Searches and/or due to any changes in the title to the PARCEL or in its liens and encumbrances that might occur between the date of the Title Searches and the date this deed is presented to the Registry of the Property of Puerto Rico for registration.----------

-----(e) The necessity and convenience of obtaining a negative certification of debt from the Municipal Revenue Collection Center tax rolls (CRIM – Centro de Recaudaciones de Ingresos Municipales) regarding the PARCEL.----------

-----(f) This deed must be recorded in the appropriate Section of the Registry of the Property of Puerto Rico in order to bind all rights herein to third-parties.----------

---The appearing parties waived the right which I advised them they had to have witnesses to the execution of this deed; but, upon my advice, made use of their right to read the same, and, finding it drafted to their entire satisfaction, having been advised by me, the Notary, of the pertinent legal warnings and reservations, acknowledging that they have understood this deed in all its parts, fully ratify and confirm the statements contained herein as the true and exact embodiment of their stipulations, terms, and conditions, proceed to sign before

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me, and to affix their initials on each folio of the same.----------

---And I, the Notary, do hereby CERTIFY AND ATTEST as to my personal knowledge or identification of the appearing parties and as to their personal circumstances, in accordance with their statements, as well as to all other things herein contained.----------

---I, the Notary, CERTIFY AND GIVE FAITH.----------

---[Firmada e inicializada:] Por Bryan Meléndez Salgado, Esteban Hernández Rivera, Edgardo Manuel Hernández Alvarado y Cynthia Caridad Meléndez Salgado, representada por su aopoderado Edgardo Manuel Hernández Alvarado, como la parte vendedora, Gladys Omayra Fontanez Reyes, como representante autorizada de PR Investco LLC y José Enrique Pérez Cruz.----------
---[Firmada, signada, sellada y rubricada:] María del Rosario Pujol Thompson.--------
---Hay en el original los correspondientes sellos de Rentas Internas e Impuesto Notarial cancelados con el signo de la Notario y debidamente estampadas las iniciales del compareciente al margen izquierdo de todos y cada uno de los folios del original y la firma de los comparecientes estampada al final del último folio del original.----------
---CERTIFICO: Que la presente es copia fiel y exacta de la Escritura Número Diez (10) del diecisiete (17) de febrero de dos mil veintitrés (2023), que obra en el protocolo general corriente de esta notaría a mi cargo, al cual me remito, constando la misma de quince (15) folios y, para entregar a la parte compradora, expido la presente Primera Copia Certificada hoy día diecisiete (17) de febrero de dos mil veintitrés (2023), dejando nota de saca al margen izquierdo del original de la Escritura Matriz que obra en mi protocolo.----------
---Yo, la Notaria, DOY FE.----------

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CERTIFICO que en la misma fecha y lugar de su otorgamiento expedí primera copia certificada a favor de la parte compradora. DOY FE. ----

Notario(a) Público(a)

----DEED NUMBER TWELVE (12)----------

------ DEED OF OPTION TO PURCHASE REAL ESTATE ------

---In the City of San Juan, Puerto Rico, on this seventeenth (17th) day of February, two thousand twenty three (2023),--------

---------- **BEFORE ME,** ----------

---MARIA DEL ROSARIO PUJOL THOMPSON, Attorney-at-Law and Notary Public in and for the Commonwealth of Puerto Rico, with residence in Guaynabo, Puerto Rico, and offices located at suite two hundred (200), Puerta del Condado Building, one thousand ninety five (1095) Wilson Street, San Juan, Puerto Rico,----------

---------- **APPEAR:** ----------

---AS PARTY OF THE FIRST PART: ESTEBAN HERNANDEZ RIVERA, of legal age, married to Ivette Marie Alvarado Sojo, with whom he has no conjugal partnership pursuant to the pre-nuptial agreement constituted as per deed number ninety four (94), executed in Bayamón, Puerto Rico, on November twenty three (23), two thousand twenty one (2021), before notary public Roberto Almodóvar Rodríguez, professor and resident of Bayamón, Puerto Rico, who will be referred to hereinafter as "Seller".----------

---AS PARTY OF THE SECOND PART: PR INVESTCO LLC (hereinafter "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of the State of Delaware, United States of America, represented herein by its authorized representative, MS. GLADYS OMAYRA FONTANEZ REYES, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this public deed arises

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from Certificate of Resolution of PR INVESTCO LLC signed by Eileen Sawyer, in her capacity of Manager of PR INVESTCO LLC, on February fifteen (15), two thousand twenty three (2023), in New York, New York, United States of America, before notary public Eric Orenstein, an original of which I, the Notary, hereby certify to have had before me, and which, in my opinion, is in full compliance with all legal requirements to authorize Ms. Gladys Omayra Fontanez Reyes to appear in this public deed on behalf of Buyer; and----

---AS THE PARTY OF THE THIRD PART: Mister **JOSE ENRIQUE PEREZ CRUZ**, also known as José E. Pérez (hereinafter the "Broker"), who is of legal age, married, real estate broker, and resident of Bayamón, Puerto Rico.----------

---I, the Notary, certify that I am personally acquainted with all parties, and, through their statements, I further certify as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and accordingly they do hereby----------

----------STATE AND AGREE----------

---FIRST: The Property; Title, Liens and Encumbrances.------

-----One. Title. Seller is the sole owner in fee simple title ("pleno dominio") and has the possession of the parcel of land described in the Spanish language as follows (hereinafter the "PROPERTY"):----------

---"RUSTICA: Barrio Boquerón de Cabo Rojo. Solar cuarenta (40) (mensurado). Cabida: veinte mil ciento cincuenta y siete punto ochocientos cuarenta y dos (20,157.842) metros cuadrados. Linderos: NORTE, con su camino de acceso de catorce punto cero cero (14.00) metros y con la parcela ciento setenta y nueve (179) de Monte Carlo; por el SUR, con camino de acceso de

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catorce punto cero cero (14.00) metros de ancho que la separa de la parcela noventa y siete (97); por el ESTE, con la parcela veintidós (22) propiedad de Valerie M. Hernández Alvarado y con su camino de acceso de catorce punto cero cero (14.00) metros de ancho que la separa de la parcela ochenta y nueve (89); y por el OESTE, con la parcela treinta y nueve (39), propiedad de Valerie M. Hernández Alvarado."----------

---The PROPERTY is property number eighteen thousand six hundred ninety eight (18,698), recorded at page thirty seven (37), of volume five hundred eight (508), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

---The PROPERTY was acquired by Seller through Deed Number Fifty One (51), executed in Bayamón, Puerto Rico, on September seventeen (17), two thousand twenty (2020), before notary public Roberto Almodóvar Rodríguez, recorded at the Karibe Volume of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, property number eighteen thousand six hundred ninety eight (18,698), fourteenth (14th) recording.----------

---The real property tax identification number ("número de catastro") assigned by the Muncipal Revenue Collection Center ("CRIM") to the PROPERTY is four zero two dash zero nineteen dash three hundred twenty seven dash thirty eight dash zero zero zero (402-019-327-38-000).----------

---The PROPERTY is subject to the following liens and/or encumbrances:----------

---By its origin, the PROPERTY is free of liens and encumbrances.----------

---By itself, the PROPERTY is free of liens and encumbrances.----------

---SECOND: Buyer wishes to acquire an option to buy the

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PROPERTY, with all its improvements, and rights and annexes, and Seller wishes to grant, and hereby grants, said option to Buyer (hereinafter the "Option"), which is done pursuant to this public instrument and in accordance with the following:----------

----------**TERMS AND CONDITIONS:**----------

-----2.1. The purchase-sale price of the PROPERTY will be the lump sum of ONE MILLION SEVEN THOUSAND EIGHT HUNDRED NINETY TWO DOLLARS WITH TEN CENTS ($1,007,892.10), payable as follows:----------

----------2.1.1. the sum of ONE HUNDRED THOUSAND SEVEN HUNDRED EIGHTY NINE DOLLARS WITH TWENTY ONE ($100,789.21) has been paid by Buyer to Seller simultaneously with the execution of this public deed, as consideration for the Option, as good faith deposit (the "Deposit"), which will be non-reimbursable, except only as set forth below in this public deed. Seller hereby acknowledge receipt of the Deposit.----------

----------2.1.2 the sum of THREE HUNDRED TWO THOUSAND THREE HUNDRED SIXTY SEVEN DOLLARS WITH SIXTY THREE CENTS ($302,367.63) will be payable in full, through manager's check to the order of Seller, simultaneously with the execution of the purchase sale public deed whereby Buyer will acquire fee simple title to the PROPERTY and the possession thereof, pursuant to the Option (the "Purchase-Sale Deed").----------

----------2.1.3. the sum of SIX HUNDRED FOUR THOUSAND SEVEN HUNDRED THIRTY FIVE DOLLARS WITH TWENTY SIX CENTS ($604,735.26) will be deferred (the "Deferred

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Purchase Price") and payable in two (2) annual installments of THREE HUNDRED TWO THOUSAND THREE HUNDRED SIXTY SEVEN DOLLARS WITH SIXTY THREE CENTS ($302,367.63) each, on the first (1st) and second (2nd) anniversary of the execution of the Purchase-Sale Deed, respectively.----------

---Interest on the outstanding principal balance of the Deferred Purchase Price will accrue, beginning on the date of execution of the Purchase-Sale Deed and until full payment thereof, at the simple rate of five per cent (5%) per annum, payable together with each of the aforementioned installments of the Deferred Purchase Price.----------

---The Deferred Purchase Price will evidenced and guaranteed by one (1) promissory note, in the principal amount of SIX HUNDRED FOUR THOUSAND SEVEN HUNDRED THIRTY FIVE DOLLARS WITH TWENTY SIX CENTS ($604,735.26), which will be in turn guaranteed by a first mortgage in the principal sum of SIX HUNDRED FOUR THOUSAND SEVEN HUNDRED THIRTY FIVE DOLLARS WITH TWENTY SIX CENTS ($604,735.26) (the "$604,735.26 Mortgage") encumbering the PROPERTY, issued by Buyer to the order of Seller, due in two (2) annual installments of THREE HUNDRED TWO THOUSAND THREE HUNDRED SIXTY SEVEN DOLLARS WITH SIXTY THREE CENTS ($302,367.63) each, on the first (1st) and second (2nd) anniversary of the execution of the Purchase-Sale Deed, respectively, with interest at five per cent (5%) per annum, from the date of execution of the Purchase-Sale Deed and until full payment thereof, payable together with each of the

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aforementioned installments of principal.----------

---The deed of constitution of the $604,735.26 Mortgage will be executed before a notary public selected by Buyer. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of the Property of Puerto Rico of the deed of constitution of the $604,735.26 Mortgage will be paid by Buyer.----------

-----2.2. In addition to the Deposit, and as an additional *sine qua non* condition and consideration for the Option, Buyer will pay to Seller a <u>non-refundable fee</u> (which will not be credited to the purchase-sale price of the PROPERTY), in an amount equivalent to five per cent (5%) per annum on the principal sum of NINE HUNDRED SEVEN THOUSAND ONE HUNDRED TWO DOLLARS WITH EIGHTY NINE CENTS ($907,102.89), from the date of execution of this public deed until (i) the date of execution of the Purchase-Sale Deed; or (ii) the date this Option ends, for any reason whatsoever, whichever occurs first. Said non-refundable fee shall be paid in monthly installments starting thirty (30) calendar days after the date of execution of this public deed and until (i) the date of execution of the Purchase-Sale Deed; or (ii) the date this Option ends for any reason whatsoever, whichever occurs first.----------

-----2.3. The Option is granted for a term of one (1) year, starting on the date of execution of this public deed and ending on February seventeen (17), two thousand twenty four (2024) (the "Term").----------

-----2.4. Upon the execution of the Purchase-Sale Deed, the Deposit will be credited to the portion of the purchase-sale

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price payable on the date of execution of the Purchase-Sale Deed.----------

-----2.5. If the Term ends and Buyer has not bought the PROPERTY within the Term (except for reasons attributable to Seller), then the Deposit will be lost by Buyer, and will become the property of Seller, as liquidated damages. If the PROPERTY cannot be bought by Buyer within the Term, for reasons attributable to Seller, then Seller will reimburse the Deposit to Buyer at the end of the Term.----------

-----2.6. The real estate property taxes payable to the Centro de Recaudaciones de Ingresos Muncipales ("CRIM"), and all special taxes (if applicable) of the PROPERTY will be the responsibility of Seller and payable by Seller up to the date of execution of the Purchase-Sale Deed (the "Closing Date"). Thereafter they shall be the responsibility of Buyer and payable by Buyer.----------

-----2.7. The Purchase-Sale Deed shall be executed before a notary public selected by Buyer.----------

-----2.8. Deeds to cancel any liens or encumbrances affecting the PROPERTY, if any, existing at the time of execution of the Purchase-Sale Deed, except any permitted encumbrances will be executed no later than the Closing Date, before a notary public selected by Buyer.----------

-----2.9. Through the Purchase-Sale Deed, Buyer will acquire recordable fee simple title to the PROPERTY and the possession thereof, "as is, where is", free and clear of occupants, liens and encumbrances, except permitted encumbrances disclosed in this deed, if any. During the Term of the Option, Seller will have the possession of the

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PROPERTY and will be allowed to conduct legal business activities in the PROPERTY.----------

-----2.10. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of the Property of Puerto Rico of this public deed and of the Purchase-Sale Deed will be paid by Buyer.----------

-----2.11. The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of the Property of the deeds of cancellation mentioned in Section 2.8, above (if any) shall be paid by Seller.----------

-----2.12. This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them.----------

-----2.13. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of Puerto Rico in the event of any litigation pursuant to this public deed.

-----2.14. All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

------TO SELLER:----------
------ESTEBAN HERNANDEZ RIVERA ----------
------158 Vista de la Bahía----------
------Panorama Village----------
------Bayamón, Puerto Rico 00957----------
-----Electronic Mail: educaeh@gmail.com----------

------TO BUYER:----------
------PR INVESTCO LLC----------
-------733 Third Avenue----------
-------New York, NY 10017----------
------Attention: Eileen Sawyer----------
-----Electronic Mail: roberto.ruiz@ccgc.com.do----------

------TO THE BROKER:----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920----------
------Attention: José Enrique Pérez Cruz----------

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-----Electronic Mail: passportre@gmail.com----------

-----2.15. Seller represents and warrants to Buyer that, to the best of Seller's knowledge, in the PROPERTY there are no toxic, dangerous, contaminated or contaminating substances, and that the PROPERTY has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----2.16. The appearing parties acknowledge that the Broker, mister José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the subject of this Option. The fees to Mr. Pérez Cruz and his associates, if any, for said service will be the responsibility of Buyer and paid simultaneously with the execution of the Purchase-Sale Deed, only if the Option is exercised by Buyer and Buyer buys the PROPERTY pursuant to the Option. Said fees will amount to FIFTY ONE THOUSAND FOUR HUNDRED SIXTY SEVEN DOLLARS WITH EIGHTY SEVEN CENTS ($51,467.87), equivalent to five percent (5%) of the purchase-sale price of the PROPERTY.----------

-----2.17. The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed.----------

-----2.18. In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgement or judicial order, then and in that event the rest of this public deed will continue in full force and effect.

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-----2.19. During the Term, Buyer and its employees, agents and/or contractors are authorized to enter the PROPERTY to make studies, identify boundaries, take measurements and make inspections, during business days and hours, and the persons entering the PROPERTY pursuant to this authorization will be responsible for the damages suffered or caused by them in the PROPERTY. Every employee who enters the PROPERTY pursuant to this authorization will be insured by a valid policy of the Puerto Rico State Insurance Fund, and, if applicable, of the "Chauffers' Insurance" or "Seguro Choferil". In addition, Buyer will have in place, during the term of the Option, a public liability insurance policy covering damages caused or suffered in the PROPERTY by the persons who enter it pursuant to this authorization, with a minimum coverage of ONE MILLION DOLLARS ($1,000,000) per occurrence. Seller will appear as co-insured in the policy, together with Buyer.----------

-----2.20. During the Term, Buyer is authorized to seek the approvals, permits and endorsements necessary for the development in the PROPERTY of a residential, recreational and tourism project, or of part of a residential, recreational and tourism project, provided the existing DTS zoning of the PROPERTY is not changed, and that such approvals, permits and endorsements (i) comply with the requirements of the existing DTS zoning of the PROPERTY; and (ii) do not negatively affect and/or diminish the value or quality of the PROPERTY. Seller hereby commits to confirm this authorization in writing if required by Buyer, for presentation to the corresponding public or governmental agencies and

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entities. If the PROPERTY is not purchased by Buyer, all approvals, permits and endorsements obtained by Buyer for the PROPERTY pursuant to the aforesaid authorization will be transferred and assigned by Buyer to Seller at the end of the Term, at no cost to Seller.----------

-----2.21. The PROPERTY may not be altered during the Term, except only if specifically authorized in advance, in writing, by Seller and Buyer.----------

-----2.22. The Option is not transferable by Seller. Conversely, Buyer is authorized to transfer or assign this agreement and all its rights and obligations hereunder, at the sole option and discretion of Buyer.----------

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---THIRD: Additional Documentation. The parties hereto agree to execute and deliver any additional instruments and documents that may be necessary to record the transaction contemplated in this deed in the Registry of the Property of Puerto Rico. Any costs and expenses, including attorneys' fees, incurred in connection with the execution of any additional instruments and documents shall be for the account of the Buyer. ----------

---FOURTH: Request to the Registrar. The Honorable Registrar of the Property of Puerto Rico is respectfully requested to record in the Registry of the Property of Puerto Rico the Option, as set forth in this deed.----------

---FIFTH: If Buyer does not purchase the PROPERTY pursuant to the Option, Buyer will, within thirty (30) consecutive calendar days after the end of the Term, at Buyer's cost and expense, (i) cancel the lien or encumbrance on the PROPERTY created by the Option; and (ii) file for

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recordation in the Registry of the Property of Puerto Rico any and all documents needed for the recording of said cancellation in the Registry of the Property. If the appearance of Seller is required in said cancellation, Seller will appear therein.----------

----------ACCEPTANCE AND WARNINGS----------

---The appearing parties to this deed accept the same as drafted because it has been drawn up in accordance with their stipulations, terms and conditions. I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this deed and they were fully advised by me thereon. Specifically, I advised them of the following:----------

-----(a) That any liens or encumbrances affecting title to the PROPERTY that may be filed for recordation prior to the filing of this deed may be legally binding and could take precedence over this deed.----------

-----(b) It is advisable to verify the status of liens and encumbrances on the PROPERTY as they may appear from the Registry of the Property of Puerto Rico on the date hereof and of the adverse consequences which may result from the failure to do so. To this effect, the appearing parties have been warned and advised by the subscribing Notary Public about the following: (i) that the digital system of recordation of the Digital Registry of Immovable Property of the Commonwealth of Puerto Rico provides Access to the Electronic Diary of Daily Operations, the Electronic Book of Recordations, and the Single Book of Lines ("Libro Unico de Embargos") twenty four (24) hours a day, seven (7) days a week for both inquiries and filings which may affect the

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registration or rights under this deed; (ii) that said electronic books have been reviewed up to the date of the title search prepared for this transaction; and (iii) that the authorizing Notary Public has not consulted the Registry of the Property of Puerto Rico in any way whatsoever after the date of the aforementioned title search, to all of which the appearing parties give their acceptance and compliance, being fully aware of its consequences.----------

-----(c) That this deed was prepared in accordance with a title search (the "Title Search"), prepared by **Capital Title Services, Inc.**, an entity engaged in such business, and not by the undersigned Notary. The aforementioned Title Search is dated August seventeen (17), two thousand twenty two (2022).----------

-----(d) The appearing parties accept the Title Search and are satisfied with the contents thereof. Consequently, the appearing parties release the Notary from any responsibility due to errors or omissions in said Title Search and/or due to any changes in the title to the PROPERTY or in its liens and encumbrances that might occur between the date of the Title Search and the date this deed is presented to the Registry of the Property of Puerto Rico for registration.----------

-----(e) The necessity and convenience of obtaining a negative certification of debt from the Municipal Revenue Collection Center tax rolls (CRIM – Centro de Recaudaciones de Ingresos Municipales) regarding the PROPERTY.----------

-----(f) This deed must be recorded in the appropriate Section of the Registry of the Property of Puerto Rico in order to bind all rights herein to third-parties.----------

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---The appearing parties waived the right which I advised them they had to have witnesses to the execution of this deed; but, upon my advice, made use of their right to read the same, and, finding it drafted to their entire satisfaction, having been advised by me, the Notary, of the pertinent legal warnings and reservations, acknowledging that they have understood this deed in all its parts, fully ratify and confirm the statements contained herein as the true and exact embodiment of their stipulations, terms, and conditions, proceed to sign before me, and to affix their initials on each folio of the same.----------

---And I, the Notary, do hereby CERTIFY AND ATTEST as to my personal knowledge or identification of the appearing parties and as to their personal circumstances, in accordance with their statements, as well as to all other things herein contained.----------

---I, the Notary, CERTIFY AND GIVE FAITH.----------

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Sello
4U22-02045186
$120
02/23/2023
$102.00
Sello de Rentas Internas
80004-2023-0223-30352012

CERTIFICO que en la misma fecha y lugar de su otorgamiento expedí primera copia certificada a favor de la parte compradora. DOY FE. ----

Notario(a) Público(a)

G.d.F.R.

MARIA DEL ROSARIO PUJOL THOMPSON ABOGADO-NOTARIO

----DEED NUMBER ELEVEN (11)----------

------ DEED OF OPTION TO PURCHASE REAL ESTATE ------

---In the City of San Juan, Puerto Rico, on this seventeenth (17th) day of February, two thousand twenty three (2023),--------

---------- **BEFORE ME,** ----------

---MARIA DEL ROSARIO PUJOL THOMPSON, Attorney-at-Law and Notary Public in and for the Commonwealth of Puerto Rico, with residence in Guaynabo, Puerto Rico, and offices located at suite two hundred (200), Puerta del Condado Building, one thousand ninety five (1095) Wilson Street, San Juan, Puerto Rico,----------

---------- **APPEAR:** ----------

---AS PARTY OF THE FIRST PART: ESTEBAN HERNANDEZ RIVERA, of legal age, married to Ivette Marie Alvarado Sojo, with whom he has no conjugal partnership pursuant to the pre-nuptial agreement constituted as per deed number ninety four (94), executed in Bayamón, Puerto Rico, on November twenty three (23), two thousand twenty one (2021), before notary public Roberto Almodóvar Rodríguez, professor and resident of Bayamón, Puerto Rico, who will be referred to hereinafter as "Seller".----------

---AS PARTY OF THE SECOND PART: PR INVESTCO LLC (hereinafter "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of the State of Delaware, United States of America, represented herein by its authorized representative, MS. GLADYS OMAYRA FONTANEZ REYES, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this public deed arises

from Certificate of Resolution of PR INVESTCO LLC signed by Eileen Sawyer, in her capacity of Manager of PR INVESTCO LLC, on February fifteen (15), two thousand twenty three (2023), in New York, New York, United States of America, before notary public Eric Orenstein , an original of which I, the Notary, hereby certify to have had before me, and which, in my opinion, is in full compliance with all legal requirements to authorize Ms. Gladys Omayra Fontanez Reyes to appear in this public deed on behalf of Buyer; and---

---**AS THE PARTY OF THE THIRD PART:** Mister **JOSE ENRIQUE PEREZ CRUZ**, also known as José E. Pérez (hereinafter the "Broker"), who is of legal age, married, real estate broker, and resident of Bayamón, Puerto Rico.----------

---I, the Notary, certify that I am personally acquainted with all parties, and through their statements, I further certify as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and accordingly they do hereby----------

G.O.F.R.

JEP

----------**STATE AND AGREE**----------

---**FIRST:** <u>The Property; Title, Liens and Encumbrances</u>.------

-----One. <u>Title</u>. Seller is the sole owner in fee simple title ("pleno dominio") and has the possession of the four (4) parcels of land described in the Spanish Language as follows:

----------**PROPERTY ONE (1)**----------

---**"RUSTICA:** Parcela de terreno localizada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, identificada en el Plano de Segregación del Agrimensor Frank Lozada Díaz como el REMANENTE TREINTA Y NUEVE (39), con una cabida superficial de cinco mil ciento nueve meteros cuadrados con treinta y nueve milésimas de metros cuadrados

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(5,109.039 m.c.), equivalentes a una cuerda con dos mil novecientas noventa y nueve diez milésimas de cuerda (1.2999 cda.); colindando por el NORTE, con la parcela treinta y nueve guión letra C (39-C) y con la parcela treinta y nueve guión letra D (39-D) anteriormente segregadas; por el SUR, con la parcela treinta y nueve guión letra B (39-B) anteriormente segregada; por el ESTE, con la parcela ciento setenta y nueve (179) de MC Acquisition Corp. y con la parcela cuarenta (40) antes propiedad de Valerie Marie Hernández Alvarado y hoy propiedad de Esteban Hernández RIvera; y por el OESTE, con la parcela ciento setenta y cuatro (174) de Oriental Bank & Trust, con la parcela treinta y nueve guión letra A (39-A) anteriormente segregada y con la parcela treinta y nueve guión letra B (39-B) anteriormente segregada; y cuyo centroide de este solar bajo el sistema métrico de coordenadas Lambert NAD-ochenta y tres (NAD-83) es: (X = 118,819.742; Y = 217,955.325).----------

---Está afectada a una servidumbre de paso perpetua a favor de las parcelas treinta y nueve guión letra A (39-A) y treinta y nueve guión letra B (39-B) anteriormente segregadas de siete (7) metros de ancho por su colindancia ESTE".----------

---PROPERTY ONE (1) is the remnant of parcel number eighteen thousand six hundred ninety seven (18,697), recorded at page thirty one (31) of volume five hundred eight (508) of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, after four (4) parcels were segregated from it pursuant to Deed Number One Hundred Sixty Eight (168), executed in Cabo Rojo, Puerto Rico, on December first (1st), two thousand twenty one (2021), before notary public Ramón Guillermo Vélez Rivera, pending recordation at entry two thousand twenty one dash one five seven seven five zero dash "S""G" zero one (2021-157750-SG01) of the Karibe System.----------

----------PROPERTY TWO (2)----------

---"RUSTICA: Parcela de terreno localizada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, identificada en el Plano de Segregación del Agrimensor Frank Lozada Díaz como la PARCELA TREINTA Y NUEVE GUION LETRA B (39-B), con una cabida superficial de tres mil novecientos treinta metros cuadrados con cuatrocientas milésimas de metros cuadrados (3,930.400 m.c.), equivalentes a UNA CUERDA (1.0000 cda.); colindando por el NORTE, con el Remanente treinta y nueve (39); por el SUR, con la parcela treinta y nueve guión letra A (39-A) anteriormente segregada; por el ESTE, con su acceso (servidumbre de paso) de siete (7) metros de ancho que forman parte del predio Remanente treinta y nueve (Remanente 39); por el OESTE, con la parcela ciento setenta y cuatro (174) de Oriental Bank & Trust; y cuyo

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centro centroide de este solar bajo el sistema métrico de coordenadas Lambert NAD ochenta y tres (NAD 83) es (X = 118,835.365; Y = 217,920.142).----------
---Está afectada a una servidumbre de paso a favor de Cable TV, Teléfono y Autoridad de Energía Eléctrica (AEE) de cinco (5) pies de ancho por toda su colindancia SUR y ESTE."----------

---PROPERTY TWO (2) was segregated from parcel number eighteen thousand six hundred ninety seven (18,697), recorded at page thirty one (31) of volume five hundred eight (508) of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, pursuant to Deed Number One Hundred Sixty Eight (168), executed in Cabo Rojo, Puerto Rico, on December first (1st), two thousand twenty one (2021), before notary public Ramón Guillermo Vélez Rivera, pending recordation at entry two thousand twenty one dash one five seven seven five zero dash "S""G" zero one (2021-157750-SG01) of the Karibe System.----------

----------PROPERTY THREE (3)----------

---"RUSTICA: Parcela de terreno localizada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, identificada en el Plano de Segregación del Agrimensor Frank Lozada Diez como la PARCELA TREINTA Y NUEVE GUION LETRA C (39-C), con una cabida superficial de tres mil novecientos treinta metros cuadrados con trescientos noventa milésimas de metros cuadrados (3,930.390 m.c.), equivalentes a una cuerda (1.0000 cda.); colindando por el NOR-ESTE, con la parcela treinta y nueve guión letra D (39-D) a segregarse; por el SUR-ESTE, con el Remanente treinta y nueve (39) a segregarse; por el SUR-OESTE, con la parcela ciento setenta y cuatro (174) de Oriental Bank & Trust; y por el NOR-OESTE, con el camino de acceso en tierra existente; y cuyo centroide de este solar bajo el sistema métrico de coordenadas Lambert NAD-ochenta y tres (NAD-83) es: (X = 118,779.314; Y = 217,989.151).----------

---Está afectada a una servidumbre de paso a favor de Cable TV, Teléfono y Autoridad de Energía Eléctrica (AEE) de cinco (5) pies de ancho por toda su colindancia NOR-OESTE."----------

---PROPERTY THREE (3) was segregated from parcel number eighteen thousand six hundred ninety seven (18,697), recorded at page thirty one (31) of volume five hundred eight (508) of Cabo Rojo, Section of San Germán of the Registry of

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the Property of Puerto Rico, pursuant to Deed Number One Hundred Sixty Eight (168), executed in Cabo Rojo, Puerto Rico, on December first (1st), two thousand twenty one (2021), before notary public Ramón Guillermo Vélez Rivera, pending recordation at entry two thousand twenty one dash one five seven seven five zero dash "S""G" zero one (2021-157750-SG01) of the Karibe System.----------

----------**PROPERTY FOUR (4)**----------

---"RUSTICA: Parcela de terreno localizada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, identificada en el Plano de Segregación del Agrimensor Frank Lozada Díaz como la PARCELA TREINTA Y NUEVE GUION LETRA D (39-D), con una cabida superficial de tres mil novecientos treinta metros cuadrados con trescientos ochenta milésimas de metros cuadrados (3,930.380 m.c.), equivalentes a una cuerda (1.0000 cda.); colindando por el NORTE, con la parcela ciento setenta y nueve (179); por el SUR, con la parcela treinta y nueve guión letra C (39-C) anteriormente segregada; por el ESTE, con el Remanente treinta y nueve (39) a segregarse; y por el OESTE, con el camino de acceso en tierra existente; y cuyo centroide de este solar bajo el sistema métrico de coordenadas Lambert NAD-ochenta y tres (NAD83) es: (X = 118,791.577; Y = 218,033.140).----------

---Está afectada a una servidumbre de paso a favor de Cable TV, Teléfono y Autoridad de Energía Eléctrica (AEE) de cinco (5) pies de ancho por toda su colindancia SUR y ESTE."----------

---PROPERTY FOUR (4) was segregated from parcel number eighteen thousand six hundred ninety seven (18,697), recorded at page thirty one (31) of volume five hundred eight (508) of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, pursuant to Deed Number One Hundred Sixty Eight (168), executed in Cabo Rojo, Puerto Rico, on December first (1st), two thousand twenty one (2021), before notary public Ramón Guillermo Vélez Rivera, pending recordation at entry two thousand twenty one dash one five seven seven five zero dash "S""G" zero one (2021-157750-SG01) of the Karibe System.----------

---PROPERTY ONE (1), PROPERTY TWO (2), PROPERTY

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THREE (3) and PROPERTY FOUR (4) will be jointly referred to hereinafter as the "PROPERTY".----------

---The PROPERTY was acquired by Seller through Deed Number Fifty One (51), executed in Bayamón, Puerto Rico, on September seventeen (17), two thousand twenty (2020), before notary public Roberto Almodóvar Rodríguez, recorded at the Karibe Volume of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, parcel number eighteen thousand six hundred ninety seven (18,697), fourteenth (14th) recording.----------

---The real property tax identification number ("número de catastro") assigned by the Muncipal Revenue Collection Center ("CRIM") to the PROPERTY is four zero two dash zero eighteen dash three hundred twenty seven dash forty dash zero zero zero (402-018-327-40-000).----------

---The PROPERTY is subject to the following liens and/or encumbrances:----------

---By its origin, the PROPERTY is free of liens and encumbrances.----------

---By itself, the PROPERTY is free of liens and encumbrances.----------

---SECOND: Buyer wishes to acquire an option to buy the PROPERTY, with all its improvements, and rights and annexes, together with the possession thereof, and Seller wishes to grant, and hereby grants, said option to Buyer (hereinafter the "Option"), which is done pursuant to this public instrument and in accordance with the following:----------

----------TERMS AND CONDITIONS:----------

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-----2.1. The purchase-sale price of the PROPERTY will be the lump sum of NINE HUNDRED FIVE THOUSAND NINE HUNDRED NINETY ONE DOLLARS WITH FORTY FIVE CENTS ($905,991.45), of which (i) TWO HUNDRED FIFTY FIVE THOUSAND FOUR HUNDRED FIFTY ONE DOLLARS WITH NINETY SIX CENTS ($255,451.96) will correspond and will be allocated to PROPERTY ONE (1); (ii) ONE HUNDRED NINETY SIX THOUSAND FIVE HUNDRED TWENTY DOLLARS ($196,520) will correspond and will be allocated to PROPERTY TWO (2); (iii) ONE HUNDRED NINETY SIX THOUSAND FIVE HUNDRED NINETEEN DOLLARS WITH FORTY NINE CENTS ($196,519.49) will correspond and will be allocated to PROPERTY THREE (3); and (iv) TWO HUNDRED FIFTY SEVEN THOUSAND FIVE HUNDRED DOLLARS ($257,500) will correspond and will be allocated to PROPERTY FOUR (4).----------

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---The NINE HUNDRED FIVE THOUSAND NINE HUNDRED NINETY ONE DOLLARS WITH FORTY FIVE CENTS ($905,991.45) purchase price of the PROPERTY is payable as follows:----------

----------2.1.1. the sum of NINETY THOUSAND FIVE HUNDRED NINETY NINE DOLLARS WITH FIFTEEN CENTS ($90,599.15) has been paid by Buyer to Seller simultaneously with the execution of this public deed, as consideration for the Option, as good faith deposit (the "Deposit"), which will be non-reimbursable, except only as set forth below in this public deed. Seller hereby acknowledge receipt of the Deposit. Of said Deposit, (i) TWENTY FIVE THOUSAND FIVE HUNDRED FORTY EIGHT DOLLARS

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WITH NINETY SIX CENTS ($25,548.96) will correspond and will be allocated to PROPERTY ONE (1); (ii) NINETEEN THOUSAND SIX HUNDRED FIFTY DOLLARS WITH NINETY SIX CENTS ($19,650.96) will correspond and will be allocated to PROPERTY TWO (2); (iii) NINETEEN THOUSAND SIX HUNDRED FIFTY DOLLARS WITH NINETY FIVE CENTS ($19,650.95) will correspond and will be allocated to PROPERTY THREE (3); and (iv) TWENTY FIVE THOUSAND SEVEN HUNDRED FORTY EIGHT DOLLARS WITH TWENTY EIGHT CENTS ($25,748.28) will correspond and will be allocated to PROPERTY FOUR (4).----------2.1.2 the sum of TWO HUNDRED SEVENTY ONE THOUSAND SEVEN HUNDRED NINETY SEVEN DOLLARS WITH FORTY FOUR CENTS ($271,797.44) will be payable in full, through manager's check to the order of Seller, simultaneously with the execution of the purchase sale public deed whereby Buyer will acquire fee simple title to the PROPERTY and the possession thereof, pursuant to the Option (the "Purchase-Sale Deed"). Of said amount, (i) SEVENTY SIX THOUSAND SIX HUNDRED FORTY SIX DOLLARS WITH EIGHTY EIGHT CENTS ($76,646.88) will correspond and will be allocated to PROPERTY ONE (1); (ii) FIFTY EIGHT THOUSAND NINE HUNDRED FIFTY TWO DOLLARS WITH EIGHTY SIX CENTS ($58,952.86) will correspond and will be allocated to PROPERTY TWO (2); (iii) FIFTY EIGHT THOUSAND NINE HUNDRED FIFTY TWO DOLLARS WITH EIGHTY FIVE CENTS ($58,952.85) will correspond and will be allocated to PROPERTY THREE (3); and (iv) SEVENTY SEVEN THOUSAND TWO HUNDRED

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FORTY FOUR DOLLARS WITH EIGHTY FIVE CENTS ($77,244.85) will correspond and will be allocated to PROPERTY FOUR (4).----------

----------2.1.3. the sum of FIVE HUNDRED FORTY THREE THOUSAND FIVE HUNDRED NINETEY FOUR DOLLARS WITH EIGHTY SIX CENTS ($543,594.86) will be deferred (the "Deferred Purchase Price"). The Deferred Purchase Price will be distributed as follows among the four (4) parcels which comprise the PROPERTY: (i) ONE HUNDRED FIFTY THREE THOUSAND TWO HUNDRED FIFTY SIX DOLLARS WITH TWELVE CENTS ($153,256.12) will correspond and will be allocated to PROPERTY ONE (1); (ii) ONE HUNDRED SEVENTEEN THOUSAND NINE HUNDRED SIXTEEN DOLLARS WITH EIGHTEEN CENTS ($117,916.18) will correspond and will be allocated to PROPERTY TWO (2); (iii) ONE HUNDRED SEVENTEEN THOUSAND NINE HUNDRED FIFTEEN DOLLARS WITH SIXTY NINE CENTS ($117,915.69) will correspond and will be allocated to PROPERTY THREE (3); and (iv) ONE HUNDRED FIFTY FOUR THOUSAND FIVE HUNDRED SIX DOLLARS WITH EIGHTY SEVEN CENTS ($154,506.87) will correspond and will be allocated to PROPERTY FOUR (4).----------

---The Deferred Purchase Price will be payable in (i) two (2) annual installments of TWO HUNDRED SEVENTY ONE THOUSAND SEVEN HUNDRED NINETY SEVEN DOLLARS WITH FORTY THREE CENTS ($271,797.43) each, on the first (1st) and second (2nd) anniversaries of the execution of the Purchase-Sale Deed.----------

---Of said sum of TWO HUNDRED SEVENTY ONE

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THOUSAND SEVEN HUNDRED SEVENTY NINE DOLLARS WITH FORTY THREE CENTS ($271,797.43) per year to be paid for the first two (2) consecutive years following the execution of the Purchase-Sale Deed, (i) SEVENTY SIX THOUSAND SIX HUNDRED TWENTY EIGHT DOLLARS WITH SIX CENTS ($76,628.06) per year will correspond and will be allocated to PROPERTY ONE (1); (ii) FIFTY EIGHT THOUSAND NONE HUNDRED FIFTY EIGHT DOLLARS WITH NINE CENTS ($58,958.09) per year will correspond and will be allocated to PROPERTY TWO (2); (iii) FIFTY EIGHT THOUSAND NINE HUNDRED FIFTY SEVEN DOLLARS WITH EIGHTY FIVE CENTS ($58,957.85) will correspond and will be allocated to the first (1st) installment of PROPERTY THREE (3), and FIFTY EIGHT THOUSAND NINE HUNDRED FIFTY SEVEN DOLLARS WITH EIGHTY FOUR CENTS ($58,957.84) will correspond and will be allocated to the second (2nd) installment of PROPERTY THREE (3); and (iv) SEVENTY SEVEN THOUSAND TWO HUNDRED FIFTY THREE DOLLARS WITH FORTY THREE CENTS ($77,253.43) per year will correspond and will be allocated to PROPERTY FOUR (4).----------

---Interest on the outstanding principal balance of the Deferred Purchase Price will accrue, beginning on the date of execution of the Purchase-Sale Deed and until full payment thereof, at the simple rate of five per cent (5%) per annum, payable together with each of the aforementioned installments of the Deferred Purchase Price.----------

---The Deferred Purchase Price will evidenced and guaranteed by one (1) promissory note in the principal sum of

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FIVE HUNDRED FORTY THREE THOUSAND FIVE HUNDRED NINETY FOUR DOLLARS WITH EIGHTY SIX CENTS ($543,594.86), which will be in turn guaranteed by a first mortgage encumbering the PROPERTY, in the amount of FIVE HUNDRED FORTY THREE THOUSAND FIVE HUNDRED NINETY FOUR DOLLARS WITH EIGHTY SIX CENTS ($543,594.86) (the "$543,594.86 Mortgage"), issued by Buyer to the order of Seller, due in two (2) annual installments of TWO HUNDRED SEVENTY ONE THOUSAND SEVEN HUNDRED NINETY SEVEN DOLLARS WITH FORTY THREE CENTS ($271,797.43) each, on the first (1st) and second (2nd) anniversaries of the execution of the Purchase-Sale Deed, with interest on the outstanding principal balance at five per cent (5%) per annum, payable together with each of the aforementioned installments of principal.----------

---Pursuant to the $543,594.86 Mortgage, (i) PROPERTY ONE (1) will be mortgaged in the amount of ONE HUNDRED FIFTY THREE THOUSAND TWO HUNDRED FIFTY SIX DOLLARS WITH TWELVE CENTS ($153,256.12); (ii) PROPERTY TWO (2) will be mortgaged in the amount of ONE HUNDRED SEVENTEEN THOUSAND NINE HUNDRED SIXTEEN DOLLARS WITH EIGHTEEN CENTS ($117,916.18); (iii) PROPERTY THREE (3) will be mortgaged in the amount of ONE HUNDRED SEVENTEEN THOUSAND NINE HUNDRED FIFTEEN DOLLARS WITH SIXTY NINE CENTS ($117,915.69); and (iv) PROPERTY FOUR (4) will be mortgaged in the amount of ONE HUNDRED FIFTY FOUR THOUSAND FIVE HUNDRED SIX DOLLARS WITH EIGHTY

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SEVEN CENTS ($154,506.87).----------

---The deed of constitution of the $543,594.86 Mortgage will be executed before a notary public selected by Buyer. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of the Property of Puerto Rico of the deed of constitution of the $543,594.86 Mortgage will be paid by Buyer.----------

-----2.2. In addition to the Deposit, and as an additional *sine qua non* condition and consideration for the Option, Buyer will pay Seller a non-refundable fee (which will not be credited to the purchase-sale price of the PROPERTY), in an amount equivalent to five per cent (5%) per annum on the principal sum of EIGHT HUNDRED FIFTEEN THOUSAND THREE HUNDRED NINETY TWO DOLLARS WITH THIRTY ONE CENTS ($815,392.31), from the date of execution of this public deed until (i) the date of execution of the Purchase-Sale Deed; or (ii) the date this Option ends for any reason whatsoever, whichever occurs first. Said non-refundable fee shall be paid in monthly installments starting thirty (30) calendar days after the date of execution of this public deed and until (i) the date of execution of the Purchase-Sale Deed; or (ii) the date this Option ends for any reason whatsoever, whichever occurs first.----------

-----2.3. The Option is granted for a term of one (1) year, starting on the date of execution of this public deed and ending on February seventeen (17), two thousand twenty four (2024) (the "Term").----------

-----2.4. Upon the execution of the Purchase-Sale Deed, the Deposit will be credited to the portion of the purchase-sale

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price payable on the date of execution of the Purchase-Sale Deed.----------

-----2.5. If the Term ends and Buyer has not bought the PROPERTY within the Term (except for reasons attributable to Seller), then the Deposit will be lost by Buyer, and will become the property of Seller, as liquidated damages. If the PROPERTY cannot be bought by Buyer within the Term, for reasons attributable to Seller, then Seller will reimburse the Deposit to Buyer at the end of the Term.----------

-----2.6. The real estate property taxes payable to the Centro de Recaudaciones de Ingresos Muncipales ("CRIM"), and all special taxes (if applicable) of the PROPERTY will be the responsibility of Seller and payable by Seller up to the date of execution of the Purchase-Sale Deed (the "Closing Date"). Thereafter they shall be the responsibility of Buyer and payable by Buyer.----------

-----2.7. The Purchase-Sale Deed shall be executed before a notary public selected by Buyer.----------

-----2.8. Deeds to cancel any liens or encumbrances affecting the PROPERTY, if any, existing at the time of execution of the Purchase-Sale Deed, except any permitted encumbrances will be executed no later than the Closing Date, before a notary public selected by Buyer.----------

-----2.9. Through the Purchase-Sale Deed, Buyer will acquire recordable fee simple title to the PROPERTY and the possession thereof, "as is, where is", free and clear of occupants, liens and encumbrances, except permitted encumbrances disclosed in this deed, if any. During the Term of the Option, Seller will have the possession of the

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PROPERTY and will be allowed to conduct legal business activities in the PROPERTY.----------

-----2.10. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of the Property of Puerto Rico of this public deed and of the Purchase-Sale Deed will be paid by Buyer.----------

-----2.11. The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of the Property of the deeds of cancellation mentioned in Section 2.8, above (if any) shall be paid by Seller.----------

-----2.12. This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them.----------

-----2.13. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of Puerto Rico in the event of any litigation pursuant to this public deed.

-----2.14. All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

------TO SELLER:----------
------ESTEBAN HERNANDEZ RIVERA ----------
------158 Vista de la Bahía----------
------Panorama Village----------
------Bayamón, Puerto Rico 00957----------
-----Electronic Mail: educaeh@gmail.com----------

------TO BUYER:----------
------PR INVESTCO LLC----------
-------733 Third Avenue----------
-------New York, NY 10017----------
------Attention: Eileen Sawyer----------
-----Electronic Mail: roberto.ruiz@ccgc.com.do----------

------TO THE BROKER:----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920----------
------Attention: José Enrique Pérez Cruz----------

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-----Electronic Mail: passportre@gmail.com----------

-----2.15. Seller represents and warrants to Buyer that, to the best of Seller's knowledge, in the PROPERTY there are no toxic, dangerous, contaminated or contaminating substances, and that the PROPERTY has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----2.16. The appearing parties acknowledge that the Broker, mister José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the subject of this Option. The fees to Mr. Pérez Cruz and his associates, if any, for said service will be the responsibility of Buyer and paid simultaneously with the execution of the Purchase-Sale Deed, only if the Option is exercised by Buyer and Buyer buys the PROPERTY pursuant to the Option. Said fees will amount to FORTY THREE THOUSAND ONE HUNDRED FIFTY DOLLARS WITH THIRTY FOUR CENTS ($43,150.34), equivalent to five percent (5%) of the purchase-sale price of the PROPERTY.----------

-----2.17. The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed.----------

-----2.18. In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgement or judicial order, then and in that event the rest of this public deed will continue in full force and effect.

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-----2.19. During the Term, Buyer and its employees, agents and/or contractors are authorized to enter the PROPERTY to make studies, identify boundaries, take measurements and make inspections, during business days and hours, and the persons entering the PROPERTY pursuant to this authorization will be responsible for the damages suffered or caused by them in the PROPERTY. Every employee who enters the PROPERTY pursuant to this authorization will be insured by a valid policy of the Puerto Rico State Insurance Fund, and, if applicable, of the "Chauffers' Insurance" or "Seguro Choferil". In addition, Buyer will have in place, during the term of the Option, a public liability insurance policy covering damages caused or suffered in the PROPERTY by the persons who enter it pursuant to this authorization, with a minimum coverage of ONE MILLION DOLLARS ($1,000,000) per occurrence. Seller will appear as co-insured in the policy, together with Buyer.----------

-----2.20. During the Term, Buyer is authorized to seek the approvals, permits and endorsements necessary for the development in the PROPERTY of a residential, recreational and tourism project, or of part of a residential, recreational and tourism project, provided the existing DTS zoning of the PROPERTY is not changed, and that such approvals, permits and endorsements (i) comply with the requirements of the existing DTS zoning of the PROPERTY; and (ii) do not negatively affect and/or diminish the value or quality of the PROPERTY. Seller hereby commits to confirm this authorization in writing if required by Buyer, for presentation to the corresponding public or governmental agencies and

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entities. If the PROPERTY is not purchased by Buyer, all approvals, permits and endorsements obtained by Buyer for the PROPERTY pursuant to the aforesaid authorization will be transferred and assigned by Buyer to Seller at the end of the Term, at no cost to Seller.----------

-----2.21. The PROPERTY may not be altered during the Term, except only if specifically authorized in advance, in writing, by Seller and Buyer.----------

-----2.22. The Option is not transferable by Seller. Conversely, Buyer is authorized to transfer or assign this agreement and all its rights and obligations hereunder, at the sole option and discretion of Buyer.----------

---**THIRD:** Additional Documentation. The parties hereto agree to execute and deliver any additional instruments and documents that may be necessary to record the transaction contemplated in this deed in the Registry of the Property of Puerto Rico. Any costs and expenses, including attorneys' fees, incurred in connection with the execution of any additional instruments and documents shall be for the account of the Buyer. ----------

---**FOURTH:** Request to the Registrar. The Honorable Registrar of the Property of Puerto Rico is respectfully requested to record in the Registry of the Property of Puerto Rico the Option, as set forth in this deed.----------

---**FIFTH:** If Buyer does not purchase the PROPERTY pursuant to the Option, Buyer will, within thirty (30) consecutive calendar days after the end of the Term, at Buyer's cost and expense, (i) cancel the lien or encumbrance on the PROPERTY created by the Option; and (ii) file for

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recordation in the Registry of the Property of Puerto Rico any and all documents needed for the recording of said cancellation in the Registry of the Property. If the appearance of Seller is required in said cancellation, Seller will appear therein.----------

----------ACCEPTANCE AND WARNINGS----------

---The appearing parties to this deed accept the same as drafted because it has been drawn up in accordance with their stipulations, terms and conditions. I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this deed and they were fully advised by me thereon. Specifically, I advised them of the following:----------

-----(a) That any liens or encumbrances affecting title to the PROPERTY that may be filed for recordation prior to the filing of this deed may be legally binding and could take precedence over this deed.----------

-----(b) It is advisable to verify the status of liens and encumbrances on the PROPERTY as they may appear from the Registry of the Property of Puerto Rico on the date hereof and of the adverse consequences which may result from the failure to do so. To this effect, the appearing parties have been warned and advised by the subscribing Notary Public about the following: (i) that the digital system of recordation of the Digital Registry of Immovable Property of the Commonwealth of Puerto Rico provides Access to the Electronic Diary of Daily Operations, the Electronic Book of Recordations, and the Single Book of Lines ("Libro Unico de Embargos") twenty four (24) hours a day, seven (7) days a week for both inquiries and filings which may affect the

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registration or rights under this deed; (ii) that said electronic books have been reviewed up to the date of the title search prepared for this transaction; and (iii) that the authorizing Notary Public has not consulted the Registry of the Property of Puerto Rico in any way whatsoever after the date of the aforementioned title search, to all of which the appearing parties give their acceptance and compliance, being fully aware of its consequences.----------

-----(c) That this deed was prepared in accordance with a title search (the "Title Search"), prepared by **Capital Title Services, Inc.**, an entity engaged in such business, and not by the undersigned Notary. The aforementioned Title Search is dated August seventeen (17), two thousand twenty two (2022).----------

-----(d) The appearing parties accept the Title Search and are satisfied with the contents thereof. Consequently, the appearing parties release the Notary from any responsibility due to errors or omissions in said Title Search and/or due to any changes in the title to the PROPERTY or in its liens and encumbrances that might occur between the date of the Title Search and the date this deed is presented to the Registry of the Property of Puerto Rico for registration.----------

-----(e) The necessity and convenience of obtaining a negative certification of debt from the Municipal Revenue Collection Center tax rolls (CRIM – Centro de Recaudaciones de Ingresos Municipales) regarding the PROPERTY.---------

-----(f) This deed must be recorded in the appropriate Section of the Registry of the Property of Puerto Rico in order to bind all rights herein to third-parties.----------

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---The appearing parties waived the right which I advised them they had to have witnesses to the execution of this deed; but, upon my advice, made use of their right to read the same, and, finding it drafted to their entire satisfaction, having been advised by me, the Notary, of the pertinent legal warnings and reservations, acknowledging that they have understood this deed in all its parts, fully ratify and confirm the statements contained herein as the true and exact embodiment of their stipulations, terms, and conditions, proceed to sign before me, and to affix their initials on each folio of the same.----------

---And I, the Notary, do hereby CERTIFY AND ATTEST as to my personal knowledge or identification of the appearing parties and as to their personal circumstances, in accordance with their statements, as well as to all other things herein contained.----------

---I, the Notary, CERTIFY AND GIVE FAITH.----------

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Sello

4U22-02045185

5120
02/23/2023
$92.00

Sello de Rentas Internas
80004-2023-0223-30352004

CERTIFICO que en la misma fecha y lugar de su otorgamiento expedí primera copia certificada a favor de la parte compradora. DOY FE. ----

Notario(a) Público(a)

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----ESCRITURA NUMERO: VEINTIDÓS (22)----------

----------OPCIÓN DE COMPRA DE INMUEBLES----------

---En San Juan, Puerto Rico, el día diecinueve (19) de octubre de dos mil veintidós (2022);----------

----------ANTE MI,----------

---MARIA DEL ROSARIO PUJOL THOMPSON, abogada y notaria publica en y para el Estado Libre Asociado de Puerto Rico, con residencia en Guaynabo, Puerto Rico, y estudio abierto en la oficina número doscientos (200) del Edificio Puerta del Condado, en la Calle Wilson número mil noventa y cinco (1095), Condado, San Juan, Puerto Rico, ----------

----------COMPARECEN:----------

---DE LA PRIMERA PARTE: ANTONIO JUAN BARTOLOME FAS ALZAMORA, mayor de edad, casado con Ileana Pacheco Morales, abogado y vecino de Cabo Rojo, Puerto Rico (en adelante "Antonio"), quien comparece en su capacidad personal;----------

---DE LA SEGUNDA PARTE: MARGARITA DE LOURDES FAS ALZAMORA, mayor de edad, soltera, propietaria y vecina de San Juan, Puerto Rico (en adelante "Margarita").----------

---Antonio y Margarita serán llamados conjuntamente los "Vendedores" en adelante en la presente escritura,--------

---DE LA TERCERA PARTE: PR INVESTCO LLC (en adelante la "Compradora"), una compañía de responsabilidad limitada organizada y existente al amparo de las leyes del Estado de Delaware de los Estados Unidos de América, representada en esta escritura por su representante autorizada, GLADYS OMAYRA FONTANEZ REYES (en

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adelante "Gladys"), quien es mayor de edad, soltera, abogada y vecina de San Juan, Puerto Rico y quien está debidamente autorizada a comparecer en la presente escritura en representación de la Compradora, según surge de Certificación de Resolución de PR INVESTCO LLC, suscrita por Eileen Sawyer, en su carácter de Gerente ("Manager") de PR INVESTCO LLC, el día doce (12) de octubre de dos mil veintidós (2022), ante el notario público John J. Franco, cuyo original, Yo, la Notaria, certifico que he examinado y que, en mi opinión, cumple con todos los requisitos legales necesarios para autorizar a Gladys a comparecer en esta escritura en representación de la Compradora; y ----------

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J.E.P
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---DE LA CUARTA PARTE: JOSE ENRIQUE PEREZ CRUZ, también conocido como José E. Pérez (en adelante el "Corredor"), quien es mayor de edad, casado, corredor de bienes raíces y vecino de Bayamón, Puerto Rico.----------

---Yo, la Notaria, certifico que conozco personalmente a todos los comparecientes y que, por sus dichos, conozco sus respectivas edades, estados civiles, ocupaciones y direcciones residenciales. Me aseguran tener y, a mi juicio, tienen la capacidad legal necesaria para el presente otorgamiento, y en tal virtud, libre y voluntariamente,----------

----------EXPRESAN Y ACUERDAN:----------

---PRIMERO: Antonio, en su carácter personal y privativo, es dueño en pleno y absoluto dominio y tiene la posesión quieta y pacífica de la parcela de terreno que se describe a continuación [en adelante el "INMUEBLE UNO (1)"]:----------

----------INMUEBLE UNO (1)----------

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---**"RUSTICA:** Predio de terreno identificado con el número Trece guión "A" (13-A) del plano de parcelación de la finca llamada "Corozo", sito en el barrio Llanos Costa, Sector el Corozo del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CUATROCIENTOS VEINTIDOS MIL CUATROCIENTOS SETENTA Y TRES PUNTO CUARENTA Y CUATRO (422,473.44) METROS CUADRADOS, equivalentes a ciento siete punto cuatrocientas ochenta y nueve (107.489) cuerdas. En lindes, por el NORTE, en quinientos cinco punto cero cero ochenta y cinco (505.0085) metros lineales, con camino municipal denominado camino Peñones; por el SUR, en trescientos cuarenta punto ochocientos cuarenta y tres (340.843) metros lineales, con predio identificado en el plano de parcelación como camino de acceso; por el OESTE, en mil trescientos noventa y dos punto trescientos cuarenta y ocho (1,392.348) metros lineales, con predio identificado con el número Trece guión "B" (13-B) del plano de inscripción; y por el ESTE, noventa y siete punto cero sesenta y cuatro (97.064), ciento veintinueve punto trescientos sesenta y uno (129.361) y mil doscientos sesenta y siete punto dos mil seiscientos cincuenta y tres (1,267.2653) metros lineales, con predios identificados en el plano de parcelación con los números catorce (14) y quince (15) y con propiedades de Sigfrido Vélez, Sucesión Valentín y Serafín Vélez, respectivamente, para un total de mil cuatrocientos noventa y tres punto seis mil novecientos tres (1,493.6903) metros lineales."----------

---El INMUEBLE UNO (1) es la finca número veinticuatro mil noventa y seis (24,096), inscrita al folio doscientos doce (212) del tomo seiscientos setenta y uno (671) de Cabo Rojo, Sección de San Germán del Registro de la Propiedad de Puerto Rico.----------

---El INMUEBLE UNO (1) fue adquirido por Antonio por adjudicación de propiedad hereditaria, según "Sentencia Cuaderno Particional" del Tribunal General de Justicia de Puerto Rico, Sala Superior de Mayagüez, en el caso número RF guión ochenta y cinco guión mil ciento treinta y nueve (RF-85-1139), del trece (13) de febrero de mil novecientos noventa (1990), inscrita al folio doscientos doce (212) del tomo seiscientos setenta y uno (671) de Cabo Rojo, Sección de San Germán del Registro de la Propiedad de Puerto Rico, finca número veinticuatro mil noventa y seis (24,096),

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inscripción primera (1ra.).----------

---De acuerdo a información provista por el Centro de Recaudación de Ingresos Municipales ("CRIM"), el número de catastro del INMUEBLE UNO (1) es el cuatrocientos dos guión cero cero cero guión cero cero cinco guión veintinueve guión cero cero cero (402-000-005-29-000).----------

---El INMUEBLE UNO (1) se encuentra libre de cargas, gravámenes y ocupantes.----------

---**SEGUNDO:** Margarita, en su carácter personal y privativo, es dueña en pleno y absoluto dominio y tiene la posesión quieta y pacífica de la parcela de terreno que se describe a continuación [en adelante el "INMUEBLE DOS (2)"]:----------

----------**INMUEBLE DOS (2)**----------

---**"RUSTICA:** Predio de terreno identificado con el número trece guión "B" (13-B) en el plano de parcelación de la finca denominada Corozo, sito en el Barrio Llanos Costa, Sector El Corozo del término municipal de Cabo Rojo, Puerto Rico y con una cabida superficial de CUATROCIENTOS VEINTIDOS MIL CUATROCIENTEOS SETENTA Y TRES PUNTO CUARENTA Y CUATRO (422,473.44) METROS CUADRADOS, equivalentes a ciento siete punto cuatrocientas ochenta y nueve (107.489) cuerdas. Colinda, al NORTE, en seiscientos veintiocho punto nueve mil seiscientos ochenta y dos (628.9682) metros lineales con camino municipal denominado camino Peñones; por el SUR, en cuatrocientos cuarenta y siete punto cero cuarenta (447.040) y ciento setenta y nueve punto trescientos cincuenta y nueve (179.359) metros lineales, con predio identificado con el número doce (12) y camino de acceso del plano de parcelación; al ESTE, en mil trescientos noventa y dos punto trescientos cuarenta y ocho (1,392.348) metros lineales, con predio identificado en el plano de parcelación con el número trece guión "A" (13-A); y al OESTE, en mil cuatrocientos veintiuno punto mil ochocientos sesenta y dos (1,421.1862) metros lineales con propiedad de Alfredo Ramírez de Arellano."----------

---El INMUEBLE DOS (2) es la finca número veinticuatro mil noventa y siete (24,097), inscrita al folio doscientos quince (215) del tomo seiscientos setenta y uno (671) de Cabo Rojo, Sección de San Germán del Registro de la Propiedad de

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Puerto Rico.----------

---El INMUEBLE DOS (2) fue adquirido por Margarita por adjudicación de propiedad hereditaria, según "Sentencia Cuaderno Particional" del Tribunal General de Justicia de Puerto Rico, Sala Superior de Mayagüez, en el caso número RF guión ochenta y cinco guión mil ciento treinta y nueve (RF-85-1139), del trece (13) de febrero de mil novecientos noventa (1990), inscrita al folio doscientos quince (215) del tomo seiscientos setenta y uno (671) de Cabo Rojo, Sección de San Germán del Registro de la Propiedad de Puerto Rico.-

---De acuerdo a información provista por el Centro de Recaudación de Ingresos Municipales ("CRIM"), el número de catastro del INMUEBLE DOS (2) es el cuatrocientos dos guión cero cero cero guión cero cero cinco guión veintiocho guión cero cero cero (402-000-005-28-000).----------

---El INMUEBLE DOS (2) se encuentra libre de cargas, gravámenes y ocupantes.----------

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---TERCERO: El INMUEBLE UNO (1) y el INMUEBLE DOS (2) serán llamados en conjunto los "INMUEBLES" en adelante en la presente escritura. La Compradora desea adquirir un derecho de opción para comprar conjuntamente los INMUEBLES y los Vendedores, en este acto y mediante la presente escritura, conceden dicho derecho de opción a la Compradora y la Compradora lo acepta (en adelante la "Opción"), sujeto a los siguientes----------

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----------TERMINOS Y CONDICIONES:----------

-----3.1. El precio de compraventa de los INMUEBLES se distribuirá en partes iguales entre el INMUEBLE UNO (1) y el INMUEBLE DOS (2) y ascenderá a la suma alzada total de

QUINCE MILLONES QUINIENTOS MIL DÓLARES ($15,500,000.00), es decir SIETE MILLONES SETECIENTOS CINCUENTA MIL DÓLARES ($7,750,000.00) para el INMUEBLE UNO (1) y SIETE MILLONES SETECIENTOS CINCUENTA MIL DÓLARES ($7,750,000.00) para el INMUEBLE DOS (2), siempre y cuando se efectúe la compraventa de los INMUEBLES en virtud de la Opción dentro del Término Inicial (según éste se define más adelante en la presente escritura). Si la compraventa de los INMUEBLES en virtud de la Opción se otorgare después del vencimiento del Término Inicial y dentro de cualquiera de los Términos Extendidos (según éstos se definen más adelante en la presente escritura), entonces el precio de compraventa de los INMUEBLES aumentará a la suma alzada de DIECISEIS MILLONES QUINIENTOS MIL DÓLARES ($16,500,000.00), de los cuales corresponderían OCHO MILLONES DOSCIENTOS CINCUENTA MIL DÓLARES ($8,250,000.00) al INMUEBLE UNO (1) y OCHO MILLONES DOSCIENTOS CINCUENTA MIL DÓLARES ($8,250,000.00) al INMUEBLE DOS (2).----------

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-----**3.2.** El precio de compraventa de los INMUEBLES se pagará en su totalidad al contado, simultáneamente con el otorgamiento de la escritura pública de compraventa mediante la cual la Compradora comprará los INMUEBLES en virtud de la Opción (en adelante la "Escritura de Compraventa"), mediante (i) cheque de gerente de un banco de Puerto Rico a la orden de Antonio, por un importe igual al cincuenta por ciento (50%) del precio de compraventa, y (ii) cheque de gerente a la orden de Margarita, por un importe

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igual al cincuenta por ciento (50%) del precio de compraventa.----------

-----3.3. Mediante la Escritura de Compraventa, la Compradora adquirirá título en pleno y absoluto dominio sobre los INMUEBLES y la posesión de los mismos, libres de cargas, gravámenes y ocupantes, como están, donde están, ("as are, where are").----------

-----3.4. Simultáneamente con el otorgamiento de la presente escritura y como consideración a la Opción, la Compradora ha pagado a los Vendedores mediante cheque de gerente de un banco de Puerto Rico la suma de NOVECIENTOS TREINTA MIL DÓLARES ($930,000.00), como depósito de buena fe, no reembolsable (en adelante el "Depósito Inicial"), del cual un cincuenta por ciento (50%), es decir, CUATROCIENTOS SESENTA Y CINCO MIL DÓLARES ($465,000.00), ha sido pagado a Antonio y corresponde al INMUEBLE UNO (1), y el otro cincuenta por ciento (50%), es decir, CUATROCIENTOS SESENTA Y CINCO MIL DÓLARES ($465,000.00), ha sido pagado a Margarita y corresponde al INMUEBLE DOS (2). Los Vendedores acusan en este acto recibo de dicho Depósito Inicial de parte de la Compradora y a la entera satisfacción de los Vendedores. Se entiende y aclara y ratifica que el Depósito Inicial de NOVECIENTOS TREINTA MIL DÓLARES ($930,000) no es reembolsable y que los Vendedores no tendrán que devolver los NOVECIENTOS TREINTA MIL DÓLARES ($930,000.00) de dicho Depósito Inicial, el cual se acreditará al precio de compraventa de los INMUEBLES al otorgarse la Escritura de Compraventa, o será perdido por la

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Compradora si la Escritura de Compraventa no se otorga (excepto si ésta no se otorgare por negarse a ello los Vendedores sin causa justificada, según se indica más adelante en la presente escritura).----------

-----**3.5.** La Opción se concede por un término de un (1) año y vence, por tanto, al primer aniversario del otorgamiento de la presente escritura (el "Término Inicial"). Dicho término podrá prorrogarse según se describe más adelante en la presente escritura. Solo se podrá inscribir en el Registro de la Propiedad esta escritura por el término inicial de un (1) año, los demás términos extendidos, de ser obtenidos por la Compradora conforme a esta escritura, se inscribirán individualmente solo por el año adicional de cada término extendido. Nunca podrá inscribirse en el Registro de la Propiedad ningún término inicial y/o extendido por más tiempo de un (1) año cada uno.----------

-----**3.6.** Si, antes del vencimiento del Término Inicial, la Compradora solicita por escrito a los Vendedores una extensión de un (1) año al vencimiento del mismo, y paga a los Vendedores un depósito adicional de buena fe, no reembolsable, de UN MILLÓN TRESCIENTOS VEINTE MIL DÓLARES ($1,320,000.00) (el "Primer Depósito Adicional") mediante cheque de gerente de un banco de Puerto Rico, entonces el vencimiento de la Opción se extenderá por un (1) año, hasta el segundo (2do.) aniversario del otorgamiento de la presente escritura (en adelante el "Primer Término Extendido). Si el pago de UN MILLÓN TRESCIENTOS VEINTE MIL DÓLARES ($1,320,000.00) del Primer Depósito Adicional no se realizare antes del vencimiento del Término

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Inicial, la Opción del Primer Término Extendido no entrará en vigor y no será válida. De dicho Primer Depósito Adicional de UN MILLÓN TRESCIENTOS VEINTE MIL DÓLARES ($1,320,000.00), correspondería un cincuenta por ciento (50%), es decir SEISCIENTOS SESENTA MIL DÓLARES ($660,000.00), al INMUEBLE UNO (1) y a Antonio y el otro cincuenta por ciento (50%), es decir, SEISCIENTOS SESENTA MIL DÓLARES ($660,000.00), al INMUEBLE DOS (2) y a Margarita. Se entiende y aclara y ratifica que el Primer Depósito Adicional de UN MILLÓN TRESCIENTOS VEINTE MIL DÓLARES ($1,320,000), una vez entregado a los Vendedores por la Compradora, no será reembolsable y que los Vendedores no tendrán que devolver el UN MILLÓN TRESCIENTOS VEINTE MIL DÓLARES ($1,320,000.00) del Primer Depósito Inicial, el cual se acreditará al precio de compraventa de los INMUEBLES al otorgarse la Escritura de Compraventa, o será perdido por la Compradora si la Escritura de Compraventa no se otorga (excepto si ésta no se otorgare por negarse a ello los Vendedores sin causa justificada, según se indica más adelante en la presente escritura).----------

-----3.7. Si, antes del vencimiento del Primer Término Extendido, la Compradora solicita por escrito a los Vendedores una extensión de otro año adicional al vencimiento del mismo y paga a los Vendedores un depósito adicional de buena fe, no reembolsable, de UN MILLÓN CUATROCIENTOS OCHENTA Y CINCO MIL DÓLARES ($1,485,000.00) (el "Segundo Depósito Adicional") mediante cheque de gerente de un banco de Puerto Rico, entonces el

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vencimiento de la Opción se extenderá por otro año adicional, hasta el tercer (3er.) aniversario del otorgamiento de la presente escritura (en adelante el "Segundo Término Extendido"). Si el pago de UN MILLÓN CUATROCIENTOS OCHENTA Y CINCO MIL DÓLARES ($1,485,000.00) del Segundo Depósito Adicional no se realizare antes del vencimiento del Primer Término Extendido la opción del Segundo Término Extendido no entrará en vigor y no será válida. De dicho Segundo Depósito Adicional de UN MILLÓN CUATROCIENTOS OCHENTA Y CINCO MIL DÓLARES ($1,485,000.00), corresponderá un cincuenta por ciento (50%), es decir, SETECIENTOS CUARENTA Y DOS MIL QUINIENTOS DÓLARES ($742,500.00), al INMUEBLE UNO (1) y Antonio y el otro cincuenta por ciento (50%), es decir, SETECIENTOS CUARENTA Y DOS MIL QUINIENTOS DOLARES ($742,500.00), al INMUEBLE DOS (2) y Margarita. Se entiende y se aclara y ratifica que el Segundo Depósito Adicional de UN MILLÓN CUATROCIENTOS OCHENTA Y CINCO MIL DÓLARES ($1,485,000), una vez entregado a los Vendedores por la Compradora, no será reembolsable y los Vendedores no tendrán que devolver el UN MILLÓN CUATROCIENTOS OCHENTA Y CINCO MIL DÓLARES ($1,485,000.00) del Segundo Depósito Adicional, el cual se acreditará al precio de compraventa de los INMUEBLES al otorgarse la Escritura de Compraventa, o será perdido por la Compradora si la Escritura de Compraventa no se otorga (excepto si ésta no se otorgare por negarse a ello los Vendedores sin causa justificada, según se indica más adelante en la presente

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escritura).----------

-----**3.8.** El Término Inicial, unido al Primer Término Extendido, si éste se produjere y al Segundo Término Extendido, si este se produjere, será llamado el Término en adelante en la presente escritura. El Primer Término Extendido y el Segundo Término Extendido son llamados en conjunto los "Términos Extendidos" en la presente escritura.----------

-----**3.9.** Todos los depósitos de buena fe entregados por la Compradora a los Vendedores con anterioridad al otorgamiento de la Escritura de Compraventa se acreditarán al precio de compraventa de los INMUEBLES, de la Compradora decidir comprar. De la Compradora decidir no comprar los INMUEBLES por la razón que sea (por cualquier razón), la Compradora perderá todos los depósitos previamente pagados a favor de la Vendedora. De otorgarse la compraventa de los INMUEBLES, todos los depósitos de buena fe se acreditarán al precio de compraventa simultáneamente con el otorgamiento de la Escritura de Compraventa, a razón de un cincuenta por ciento (50%) aplicable al INMUEBLE UNO (1) y Antonio y un cincuenta por ciento (50%) aplicable al INMUEBLE DOS (2) y Margarita.-----

-----**3.10.** Si la Compradora no compra los INMUEBLES a tenor con los términos de esta Opción por cualquier razón (arrepentimiento, cambio de planes de negocio, información obtenida en estudios a la propiedad y/o estudios y/o investigaciones de cualquier índole, o por cualquier otra razón pensable o impensable), excepto que los Vendedores se negaran a otorgar la Escritura de Compraventa sin razón

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justificada, los Compradores perderán todos los depósito de buena fe que para entonces hubieren pagado a los Vendedores y éstos pasarán a ser propiedad de los Vendedores según lo establecido en esta Opción. Específicamente se aclara y establece que, una vez pagado a los Vendedores el depósito de buena fe de cada término (Termino Inicial, Primer Término Extendido y Segundo Término Extendido), los depósitos de buena fe serán propiedad de los Vendedores y solo tendrán que devolverlos si se negaren a firmar la Escritura de Compraventa sin razón justificada de acuerdo a lo establecido en esta Opción. Si los Vendedores se negaren a otorgar la Escritura de Compraventa sin razón justificada para ello y de acuerdo a los términos de esta Opción, los Vendedores vendrán obligados a devolver a la Compradora todos los depósitos previamente entregados por la Compradora a los Vendedores, así como a responder por los daños y perjuicios que dicha negativa le causare a la Compradora.----------

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-----**3.11.** Las contribuciones sobre la propiedad inmueble correspondientes a los INMUEBLES y cualquier contribución especial relacionada con los INMUEBLES serán por cuenta y cargo de los Vendedores hasta la víspera del otorgamiento de la Escritura de Compraventa y por cuenta y cargo de la Compradora a partir del día del otorgamiento de la Escritura de Compraventa, inclusive.----------

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-----**3.12.** Esta escritura de opción de compra y la Escritura de Compraventa se otorgarán ante un notario público seleccionado por la Compradora. Los sellos, derechos de inscripción, comprobantes y honorarios notariales del original

y la primera copia certificada de la Escritura de Compraventa y del original y de la primera copia certificada de la presente escritura de opción de compra serán por cuenta y cargo de la Compradora. Todos los gastos, honorarios, escrituras, copias certificadas, derechos, sellos, comprobantes y cualquier otro estudio o servicio que pagar y realizar para la otorgación de la presente escritura de opción y de la Escritura de Compraventa serán pagados y sufragados por la Compradora.----------

-----**3.13.** Si, para que los INMUEBLES se vendan libres de cargas y gravámenes, hubiere que otorgar alguna(s) escritura(s) de cancelación, la(s) misma(s) será(n) ante un notario seleccionado por la Compradora. Los sellos, derechos de inscripción, comprobantes y honorarios notariales del original y la primera copia certificada de la(s) escritura(s) de cancelación, si alguna, serán por cuenta y cargo de los Vendedores.----------

-----**3.14.** Durante el Término de la Opción, los Vendedores mantendrán la posesión de los INMUEBLES como al presente.----------

-----**3.15.** La presente escritura, la Escritura de Compraventa y la(s) escritura(s) de cancelación, si alguna, serán interpretadas según las leyes de Puerto Rico y gobernadas por las mismas.----------

-----**3.16.** Las partes comparecientes se someten a la jurisdicción exclusiva del Tribunal General de Justicia del Estado Libre Asociado de Puerto Rico en caso de cualquier litigio que surja en virtud de la presente escritura pública, la Opción, la compraventa de los INMUEBLES y/o cualquier

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tema relacionado a los mismos.----------

-----**3.17.** Todas las notificaciones a las partes en virtud de la presente escritura y /o acerca de las transacciones objeto de la misma se enviarán por correo certificado con acuse de recibo y franqueo pre-pagado, con copias por correo electrónico, a las siguientes respectivas direcciones de las partes:----------

------A Antonio:----------
------Antonio Juan Bartolomé Fas Alzamora----------
------PO Box 1098 y PO Box 947----------
------Cabo Rojo, PR 00623----------
------Correo electrónico: antoniofaspacheco@gmail.com y antoniofas@hotmail.com

------A Margarita:----------
------Margarita De Lourdes Fas Alzamora----------
------ PO Box 1098----------
------Cabo Rojo, Puerto Rico----------
------Correo electrónico: antoniofaspacheco@gmail.com y antoniofas@hotmail.com----------

------A la Compradora:----------
------PR INVESTCO LLC----------
-------733 Third Avenue----------
-------New York, NY 10017----------
------Atención: Eileen Sawyer----------
------Correo electrónico: roberto.ruiz@ccgc.com.do----------

------Al Corredor:----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920----------
------Atención: José Enrique Pérez Cruz----------
------Correo electrónico: passportre@gmail.com----------

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-----**3.18.** Los Vendedores representan que, según su más leal saber y entender, los INMUEBLES no han sido usados como vertedero, basurero o depósito de sustancias tóxicas , peligrosas o contaminantes y en los mismos no existen sustancias tóxicas, peligrosas, contaminadas o contaminantes.----------

-----**3.19.** Las partes comparecientes reconocen que el Corredor, es decir, el señor José Enrique Pérez Cruz, ha

actuado como corredor de bienes raíces de la parte compradora en la transacción objeto de la presente escritura y que recibirá por sus servicios una comisión de corretaje equivalente al cinco por ciento (5%) del precio de compraventa de los INMUEBLES, simultáneamente con el otorgamiento de la Escritura de Compraventa, así como que dicha comisión será pagada por la Compradora en su totalidad. El Corredor representa que está autorizado por ley para fungir como corredor en la transacción y que tiene licencia válida de Puerto Rico para ello, con el número diez mil cuatrocientos setenta y ocho (10,478). El Corredor reconoce que no tendrá derecho a comisión o compensación alguna si no se efectúa la compraventa de los INMUEBLES en virtud de la presente Opción. Los Vendedores no tienen ninguna relación contractual y/o obligación de pago alguno con el señor José Enrique Pérez Cruz. ----------

-----3.20. En caso de que alguna parte o sección de esta escritura fuere declarado nulo o inválido en virtud de cualquier orden, resolución, sentencia o instrumento similar final y firme de alguna corte o tribunal con jurisdicción y competencia, entonces el resto del presente documento permanecerá en pleno vigor y efecto.----------

-----3.21. Durante el Término de esta Opción y mientras esta Opción esté vigente, la Compradora no está autorizada a hacer construcción, mejora o modificación alguna a los INMUEBLES. Sin embargo, durante el Término, y previa notificación, la Compradora y sus empleados, agentes, contratistas y/o mandatarios quedan autorizados para entrar a los INMUEBLES para hacer estudios, investigaciones y

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evaluaciones tales como, por ejemplo, mensuras, deslindes, topografías, pruebas de subsuelo, estudios de flora y fauna, estudios hidrológicos e hidráulicos y tasaciones, entre otros, durante horas laborables, en días laborables. Toda persona que entre a los INMUEBLES en virtud de esta autorización será responsable de los daños que allí sufriere o causare. Todo empleado que entre a los INMUEBLES en virtud de la presente autorización debe estar asegurado mediante una póliza en vigor del Fondo del Seguro del Estado y, si aplicare del Seguro Choferil. El pago de las primas de dichas pólizas será por cuenta y cargo de la Compradora. Además, la Compradora adquirirá, a su costo, una póliza de responsabilidad pública que cubra daños personales o a la propiedad causados o sufridos en los INMUEBLES, por un importe mínimo de cubierta de UN MILLÓN DE DÓLARES ($1,000,000) por ocurrencia. En dicha póliza, cuyas primas serán por cuenta y cargo de la Compradora, aparecerán la Compradora y los Vendedores como co-asegurados. Si los INMUEBLES no fueren comprados por la Compradora en virtud de la Opción, entonces, al vencimiento del Término, todos los estudios, evaluaciones, planos, especificaciones e informes acerca de los INMUEBLES preparados durante el Término pasarán a ser propiedad de los Vendedores, sin costo alguno para los Vendedores. Si la Compradora incumpliere con esta cláusula y/o con cualquiera otra cláusula de esta escritura, le responderá en daños y perjuicios a los Vendedores y los Vendedores a su discreción podrán dar por terminado los acuerdos pactados en esta Opción y la Compradora perderá todos los depósitos que

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hubiere para entonces entregado a los Vendedores, además de tener que salir inmediatamente de los INMUEBLES.----------**3.22.** Las partes comparecientes reconocen y acuerdan que, durante el Término, la Compradora no podrá solicitar permisos, aprobaciones, endosos para proyecto(s) y/o ante proyectos, consultas de ubicación, consultas en general, créditos contributivos, ni nada similar relacionado a posibles desarrollos sobre la propiedad al Gobierno de Puerto Rico, ni sus Agencias y/o dependencias, ni a los Municipios, ni al Gobierno Federal, ni sus Agencias y/o Dependencias sobre los INMUEBLES objeto de esta opción. No se podrá solicitar ni radicar ningún tipo de documento relacionado a lo anteriormente prohibido. Solamente, se podrá solicitar algo de lo no autorizado en este inciso con el previo consentimiento por escrito de los Vendedores y ninguna de dichas solicitudes o procesos ante los gobiernos municipales, estatales y federales podrá hacerse sin dicho previo consentimiento por escrito de los Vendedores. Si, en o antes del vencimiento del Término, la Compradora no comprare los INMUEBLES, todos los permisos, aprobaciones y endosos que para entonces hubieren conseguido la Compradora para los INMUEBLES, previo el consentimiento de los vendedores, si alguno, pasarán a ser propiedad de los Vendedores, sin costo alguno para los Vendedores.---------- Los Vendedores no estarán obligados a aprobar las solicitudes que realice la Compradora para autorizar todo lo prohibido en este inciso, ni tampoco los Vendedores incumplirán esta escritura de opción a compra por denegar la petición de la Compradora. La autorización escrita requerida

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de los Vendedores está a su discreción y a su mera liberalidad.----------

-----3.23. Si la Compradora no comprare los INMUEBLES en virtud de la Opción, la Compradora será responsable, a su costo, de que el Registro de la Propiedad libere a los INMUEBLES del gravamen de la presente Opción.----------

---CUARTO: Las partes comparecientes solicitan respetuosamente al Honorable Registrador de la Propiedad de San Germán, Puerto Rico, que inscriba la presente escritura en los libros a su digno cargo por el término de un (1) año a partir de la firma de la misma. Si se ejerciere(n) alguno(s) de los dos (2) posibles términos extendidos, se inscribirá la presente escritura en el Registro de la Propiedad solamente durante el año que correspondiere al periodo del término extendido.----------

----------ACEPTACION Y ADVERTENCIAS----------

---Tal es la escritura que aceptan las partes comparecientes, ratificándola en todas sus partes por hallarla conforme a sus instrucciones y deseos, procediendo yo, la Notaria, a hacerles las advertencias y reservas pertinentes en ley, en particular las siguientes:----------

-----(a) De la posibilidad de que otros documentos que afecten los derechos aquí creados hayan sido presentados para su inscripción con anterioridad al otorgamiento y/o presentación de la copia certificada de esta escritura en el Registro de la Propiedad de Puerto Rico y de la preferencia y/o prioridad que dicho título, gravamen interventor y/o derecho pueda tener sobre la inscripción de esta escritura.----

-----(b) Los estudios de título utilizados para preparar esta

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escritura fueron preparados por Capital Title Serivces, Inc., una entidad a tales menesteres, no por la Notaria Pública suscribiente; y las partes comparecientes reconocen que la Notaria autorizante les ha explicado el alcance y significado de lo que éstos expresan y manifiestan que, a su mejor conocimiento, dichos estudios reflejan la realidad sobre la titularidad y cargas de los INMUEBLES, a la fecha de dichos estudios. El estudio de título del INMUEBLE UNO (1) tiene fecha de treinta y uno (31) de agosto de dos mil veintidós (2022). El estudio de título del INMUEBLE DOS (2) tiene fecha de ocho (8) de septiembre de dos mil veintidós (2022).----

-----(c) Los estudios de título no son un seguro de título y reflejan sólo la realidad registral de los INMUEBLES a la fecha de los estudios; y por más reciente que sean, no cierran el Registro de la Propiedad ni excluyen la posibilidad de que otros documentos que afecten los derechos aquí creados hayan sido presentados para su inscripción antes del otorgamiento y/o presentación de la copia certificada de esta escritura y la preferencia y/o prioridad que dicho título gravamen interventor y/o derecho pueda tener sobre la inscripción de esta escritura.----------

-----(d) De la posibilidad de que existan gravámenes estatutarios adicionales no registrados y contribuciones sobre la propiedad que graven los INMUEBLES, ante lo cual las partes comparecientes reiteran haber obtenido y examinado las correspondientes certificaciones sobre el INMUEBLE UNO (1) y sobre el INMUEBLE DOS (2), expedidas por el Centro de Recaudación de Ingresos Municipales ("CRIM"); y reiteran además haber obtenido y examinado certificaciones

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sobre los INMUEBLES expedidas por el Departamento de Hacienda, de las cuales se desprende el estado contributivo de los INMUEBLES relacionado a la contribución especial sobre la propiedad inmueble a la fecha del otorgamiento de la presente escritura.----------

---Así lo dicen y otorgan ante mí las partes comparecientes, habiendo renunciado al derecho de requerir la presencia de testigos, del que les advertí.----------

---LEÍDA la presente escritura por las partes comparecientes, en uso del derecho que les advertí tenían, la encuentran de su conformidad, se ratifican en su contenido y firman al final de la misma, procediendo a estampar, además, sus iniciales al margen de todos los folios de este original.----------

---De todo lo cual Yo, la Notaria autorizante, DOY FE.----------

A.J.B.F.A.

M.L.F.A.

6.D.F.R.

Antonio J. Fas Alzamora

Margarita de Lourdes Fas Alzamora

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jorge.morales@mbcdlaw.com

CERTIFIED COPY OF DEED NUMBER EIGHTEEN (18)

PURCHASE AND SALE

EXECUTED IN SAN JUAN, PUERTO RICO
ON MAY 10, 2024

BEFORE:

JORGE ANTONIO MORALES CORDERO

BY:

FIDEICOMISO I.V.G.

("SELLER")

AND

CABO ROJO LAND ACQUISITION LLC

("BUYER")

----------**DEED NUMBER EIGHTEEN (18)** ----------

----------**PURCHASE AND SALE** ----------

---In San Juan, Puerto Rico, on this (10th) day of May, two thousand twenty-four (2024) ----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with offices and residence in San Juan, Puerto Rico,----------

----------**APPEAR** ----------

---AS THE PARTY OF THE FIRST PART: **FIDEICOMISO I.V.G.**, a trust organized and existing under the laws of the Commonwealth of Puerto Rico, constituted pursuant to Deed Number Thirty-Four (34), executed in Mayagüez, Puerto Rico, on August eighteen (18), two thousand nine (2009), before Notary Luis Roberto Santos (hereinafter, "Seller"), represented herein by its trustee, PEMARIS GONZÁLEZ SUÁREZ, of legal age, single, property owner and resident of Cabo Rojo, Puerto Rico (hereinafter, the "Trustee"); ----------

--- I, the Notary, hereby CERTIFY that I have reviewed a certified copy of the Deed of Trust and that, in my opinion, it grants the Trustee sufficient legal power and authority to execute this Deed on behalf of Seller. ----------

---AS THE PARTY OF THE SECOND PART: **ILLIANEDMARIS VEGA GONZÁLEZ,** of legal age, single, property owner and resident of Barceloneta, Puerto Rico, who appears herein as the sole beneficiary of IVG Trust (hereinafter, the "Beneficiary"), in order to ratify the sale and financing transaction contemplated in the present deed and state her unreserved consent thereto, if any such consent is deemed necessary. -----

---AS THE PARTY OF THE THIRD PART: **CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "Buyer"), a limited liability company organized, existing and in good standing under the laws

of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, GLADYS OMAYRA FONTÁNEZ REYES, who is of legal age, single, attorney at law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this Deed arises from a Certificate of Resolution of Buyer signed by Eileen Sawyer, as Manager of Buyer, on May two (2), two thousand twenty-four (2024), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engines of the Department of State and the Office of Information Technology Services of the State of New York. I further certify that I have examined the aforesaid Certificate of Resolution of Buyer and that it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law, to authorize Ms. Fontánez Reyes to appear herein on behalf of Buyer. ---I, the Notary, do hereby CERTIFY that I personally know the appearing parties, and I further certify, from their statements, as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily----------

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----------**STATE AND AGREE**----------

---**FIRST:** Seller is the owner in fee simple title ("*pleno dominio*"), and has the possession of the parcels of land described in the Spanish language as follows (hereinafter jointly referred to as, the "Property"): ----------

----------**PARCEL ONE**----------

---*"RÚSTICA: Parcela marcada con el número treinta y cinco (35) del Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de diecinueve mil seiscientos cincuenta y nueve punto veinticinco metro cuadrados (19,659.25 m.c.), equivalentes a cinco punto cero cero diecinueve (5.0019) cuerdas. En lindes, por el NORTE, con su camino de acceso de once (11.00) metros de ancho el cual lo separa de la parcela doce (12) de Monte Carlo Development Corporation y de la parcela cuarenta y siete (47) de Ricardo E. Carlo Díaz; por el SUR, con Carmen Cecilia Fas; por el ESTE, con la parcela número cincuenta y dos (52) de Monte Carlo Development Corporation; y por el OESTE, con la parcela número treinta y seis (36) de Carlos J. Meléndez, antes Monte Carlo Development Corporation."* ----------

---Parcel One is recorded at page 271 of volume 509 of Cabo Rojo, Section of San Germán of the Registry of Property of Puerto Rico (the "Registry"), Property Number 18,787. ----------

---The tax identification number ("*número de catastro*") assigned to Parcel One by the Municipal Revenues Collection Center ("CRIM") is 402-029-327-57-000. ----------

---Parcel One was acquired by Seller pursuant to Deed Number Thirty-Four (34), executed in Mayagüez, Puerto Rico, on August eighteen (18), two thousand nine (2009) before Notary Luis Roberto Santos Montalvo (hereinafter, the "Deed of Trust"), filed and pending recordation at the Registry under entry 2022-151613-SG01. ----------

----------LIENS AND ENCUMBRANCES OF PARCEL ONE ----------

---By its origin, Parcel One is free of liens and encumbrances. ----------

---By itself, Parcel One is subject to: ----------

----(A) Restrictive Conditions constituted pursuant to Deed Number One Hundred Thirty-Three (133), executed in Mayagüez, Puerto Rico, on November twenty (20) two thousand three (2003), before Notary Luis Roberto Santos, recorded at page 136 of volume 841 of Cabo Rojo, third (3rd) inscription (hereinafter, the "Permitted Encumbrance"). ----------

----(B) Mortgage to guarantee a promissory note payable to the order of the bearer, in the principal sum of One Million Five Hundred Seventy-One Thousand Four Hundred Twenty-Eight Dollars and fifty-four cents ($1,571,428.54), of which One Hundred Forty-Two Thousand Eight Hundred Fifty-Seven Dollars and fourteen cents ($142,857.14) are allocated to Parcel One, with no interest, payable on demand, constituted under Deed Number Fifty-Nine (59) executed in Mayagüez, Puerto Rico, on April six (6) two thousand four (2004), before Notary Luis Roberto Santos, recorded at page 136 of volume 841 of Cabo Rojo, fifth (5th) inscription. ----------

---The foregoing mortgage has been cancelled as to Parcel One, pursuant

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to Deed Number Twenty-Two (22), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol Thompson on May ten (10), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ----------

----(C) Mortgage to guarantee a promissory note payable to Pemaris González Suárez and Fernando Alberto Diez Antongiorgi, or their order, in the principal sum of One Million Eight Hundred Thousand Dollars ($1,800,000), of which One Hundred Thousand Dollars ($100,000) are allocated to Parcel One, with no interest and maturing in five (5) years from the date of issuance thereof, constituted under Deed Number Thirty-Five (35), executed in Mayagüez, Puerto Rico, on August eighteen (18) two thousand nine (2009), before Notary Luis Roberto Santos, filed and pending recordation at the Registry under entry 2022-151623-SG01. ------

---The foregoing mortgage lien has been cancelled as to Parcel One, pursuant to Deed Number Twenty-One (21), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol-Thompson on April twenty-three (23), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ------

----------**PARCEL TWO**----------

---*"RÚSTICA: Parcela número cuarenta y cinco (45), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida de cinco cuerdas (5.0000 cdas.) equivalentes a una (1) hectárea, noventa y seis (96) áreas, y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número cuarenta y cuatro (44) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela; por el SUR, con la parcela número cuarenta y seis (46) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela; por el ESTE, con la parcela número ciento diez (110) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela; y por el OESTE, con la parcela número ocho (8) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela."* ----------

---Parcel Two is recorded at the Registry at page 7 of volume 510 of Cabo Rojo, Property Number 18,793. ----------

---The tax identification number ("*número de catastro*") assigned to Parcel Two by the Municipal Revenues Collection Center ("CRIM") is

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402-009-327-86-000. ----------

---Parcel Two was acquired by Seller pursuant to the Deed of Trust.-------

----------LIENS AND ENCUMBRANCES OF PARCEL TWO ----------

---By its origin, Parcel Two is free of liens and encumbrances. ----------

---By itself, Parcel Two is subject to: ----------

----(A) The Permitted Encumbrance, constituted as stated above, recorded as to Parcel Two, at page 175 of volume 841 of Cabo Rojo, third (3rd) inscription. ----------

----(B) Mortgage to guarantee a promissory note payable to the order of the bearer, in the principal sum of One Million Five Hundred Seventy-One Thousand Four Hundred Twenty-Eight Dollars and fifty-four cents ($1,571,428.54), of which One Hundred Forty-Two Thousand Eight Hundred Fifty-Seven Dollars and fourteen cents ($142,857.14) are allocated to Parcel Two, with no interest, payable on demand, constituted under Deed Number Fifty-Nine (59) executed in Mayagüez, Puerto Rico, on April six (6) two thousand four (2004), before Notary Luis Roberto Santos, recorded at page 175 of volume 841 of Cabo Rojo, fifth (5th) inscription. ----------

---The foregoing mortgage has been cancelled as to Parcel Two, pursuant to Deed Number Twenty-Two (22), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol Thompson on May ten (10), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ----------

----(C) Mortgage to guarantee a promissory note payable to Pemaris González Suárez and Fernando Alberto Diez Antongiorgi, or their order, in the principal sum of One Million Eight Hundred Thousand Dollars ($1,800,000), of which Two Hundred Thousand Dollars ($200,000) are allocated to Parcel Two, with no interest and maturing in five (5) years from the date of issuance thereof, constituted under Deed Number Thirty-Five (35), executed in Mayagüez, Puerto Rico, on August eighteen (18)

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two thousand nine (2009), before Notary Luis Roberto Santos, filed and pending recordation at the Registry under entry 2022-151623-SG01.------

---The foregoing mortgage lien has been cancelled as to Parcel Two, pursuant to Deed Number Twenty-One (21), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol-Thompson on April twenty-three (23), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ------

----------**PARCEL THREE**----------

---*"RÚSTICA: Parcela número cuarenta y seis (46) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas y en lindes, por el NORTE, con la parcela número cuarenta y cinco (45) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela; por el SUR, con la parcela número cuarenta y siete (47) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela; por el ESTE, con la parcela número ciento once (111) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela; y por el OESTE, con la parcela número ocho (8) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela."*----------

---Parcel Three is recorded at the Registry at page 13 of volume 510 of Cabo Rojo, Property Number 18,794. ----------

---The tax identification number ("*número de catastro*") assigned to Parcel Three by the Municipal Revenues Collection Center ("CRIM") is 402-019-327-89-000.----------

---Parcel Three was acquired by Seller pursuant to the Deed of Trust. -----

----------LIENS AND ENCUMBRANCES OF PARCEL THREE---------

---By its origin, Parcel Three is free of liens and encumbrances.----------

---By itself, Parcel Three is subject to: ----------

----(A) The Permitted Encumbrance, constituted as stated above, recorded as to Parcel Three, at page 178 of volume 841 of Cabo Rojo, third (3rd) inscription. ----------

----(B) Mortgage to guarantee a promissory note payable to the order of the bearer, in the principal sum of One Million Five Hundred Seventy-One Thousand Four Hundred Twenty-Eight Dollars and fifty-four cents

($1,571,428.54), of which One Hundred Forty-Two Thousand Eight Hundred Fifty-Seven Dollars and fourteen cents ($142,857.14) are allocated to Parcel Three, with no interest, payable on demand, constituted under Deed Number Fifty-Nine (59) executed in Mayagüez, Puerto Rico, on April six (6) two thousand four (2004), before Notary Luis Roberto Santos, recorded at page 178 of volume 841 of Cabo Rojo, fifth (5th) inscription. ----------

---The foregoing mortgage has been cancelled as to Parcel Three, pursuant to Deed Number Twenty-Two (22), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol Thompson on May ten (10), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ----------

----(C) Mortgage to guarantee a promissory note payable to Pemaris González Suárez and Fernando Alberto Diez Antongiorgi, or their order, in the principal sum of One Million Eight Hundred Thousand Dollars ($1,800,000), of which Two Hundred Thousand Dollars ($200,000) are allocated to Parcel Three, with no interest and maturing in five (5) years from the date of issuance thereof, constituted under Deed Number Thirty-Five (35), executed in Mayagüez, Puerto Rico, on August eighteen (18) two thousand nine (2009), before Notary Luis Roberto Santos, filed and pending recordation at the Registry under entry 2022-151623-SG01.------

---The foregoing mortgage lien has been released as to Parcel Three, pursuant to Deed Number Twenty-One (21), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol-Thompson on April twenty-three (23), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ------

----------**PARCEL FOUR**----------

---*"RÚSTICA: Parcela número ciento cuatro (104), radicada en el Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida de cinco cuerdas (5.0000 cdas.) equivalentes a una (1) hectárea, noventa y seis (96) áreas, y sesenta (60) centiáreas. En lindes, por el NORTE, con las parcelas número ciento doce (112) y ciento trece (113) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco*

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(5.00) metros pertenecen a esta parcela; por el SUR, con la parcela número ciento nueve (109) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela; por el ESTE, con la sucesión Morales Díaz; y por el OESTE, con la parcela número cuarenta y tres (43) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela."----------

---Parcel Four is recorded at page 277 of volume 510 of Cabo Rojo, Section of San Germán of the Registry of Property of Puerto Rico (the "Registry"), Property Number 18,838. ----------

---The tax identification number ("*número de catastro*") assigned to Parcel Four by the Municipal Revenues Collection Center ("CRIM") is 402-009-327-82-000.----------

---Parcel Four was acquired by Seller pursuant to the Deed of Trust. ------

----------LIENS AND ENCUMBRANCES OF PARCEL FOUR ----------

---By its origin, Parcel Four is free of liens and encumbrances. ----------

---By itself, Parcel Four is subject to:----------

----(A) The Permitted Encumbrance, constituted as stated above, recorded as to Parcel Four, at page 124 of volume 843 of Cabo Rojo, third (3rd) inscription. ----------

----(B) Mortgage to guarantee a promissory note payable to the order of the bearer, in the principal sum of One Million Five Hundred Seventy-One Thousand Four Hundred Twenty-Eight Dollars and fifty-four cents ($1,571,428.54), of which One Hundred Forty-Two Thousand Eight Hundred Fifty-Seven Dollars and fourteen cents ($142,857.14) are allocated to Parcel Four, with no interest, payable on demand, constituted under Deed Number Fifty-Nine (59) executed in Mayagüez, Puerto Rico, on April six (6) two thousand four (2004), before Notary Luis Roberto Santos, recorded at page 124 of volume 843 of Cabo Rojo, fifth (5th) inscription. ----------

---The foregoing mortgage has been cancelled as to Parcel Four, pursuant to Deed Number Twenty-Two (22), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol Thompson on May ten

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(10), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ----------

----(C) Mortgage to guarantee a promissory note payable to Pemaris González Suárez and Fernando Alberto Diez Antongiorgi, or their order, in the principal sum of One Million Eight Hundred Thousand Dollars ($1,800,000), of which Two Hundred Thousand Dollars ($200,000) are allocated to Parcel Four, with no interest and maturing in five (5) years from the date of issuance thereof, constituted under Deed Number Thirty-Five (35), executed in Mayagüez, Puerto Rico, on August eighteen (18) two thousand nine (2009), before Notary Luis Roberto Santos, filed and pending recordation at the Registry under entry 2022-151623-SG01. ------

---The foregoing mortgage lien has been cancelled as to Parcel Four, pursuant to Deed Number Twenty-One (21), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol-Thompson on April twenty-three (23), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ------

----------**PARCEL FIVE** ----------

---*"RÚSTICA: Parcela número ciento diez (110), radicada en el Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida de cinco cuerdas (5.0000 cdas.) equivalentes a una (1) hectárea, noventa y seis (96) áreas, y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número ciento nueve (109) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela; por el SUR, con la parcela número ciento once (111) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela; por el ESTE, con la sucesión Morales Díaz; y por el OESTE, con la parcela número cuarenta y cinco (45) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela."* ----------

---Parcel Five is recorded at the Registry at page 13 of volume 511 of Cabo Rojo, Property Number 18,844. ----------

---The tax identification number ("*número de catastro*") assigned to Parcel Five by the Municipal Revenues Collection Center ("CRIM") is 402-009-327-87-000. ----------

---Parcel Five was acquired by Seller pursuant to the Deed of Trust. -------

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----------LIENS AND ENCUMBRANCES OF PARCEL FIVE----------

---By its origin, Parcel Five is free of liens and encumbrances. ----------

---By itself, Parcel Five is subject to: ----------

----(A) The Permitted Encumbrance, constituted as stated above, recorded as to Parcel Five, at page 139 of volume 843 of Cabo Rojo, third (3rd) inscription. ----------

----(B) Mortgage to guarantee a promissory note payable to the order of the bearer, in the principal sum of One Million Five Hundred Seventy-One Thousand Four Hundred Twenty-Eight Dollars and fifty-four cents ($1,571,428.54), of which One Hundred Forty-Two Thousand Eight Hundred Fifty-Seven Dollars and fourteen cents ($142,857.14) are allocated to Parcel Five, with no interest, payable on demand, constituted under Deed Number Fifty-Nine (59) executed in Mayagüez, Puerto Rico, on April six (6) two thousand four (2004), before Notary Luis Roberto Santos, recorded at page 139 of volume 843 of Cabo Rojo, fifth (5th) inscription. ----------

---The foregoing mortgage has been cancelled as to Parcel Five, pursuant to Deed Number Twenty-Two (22), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol Thompson on May ten (10), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ----------

----(C) Mortgage to guarantee a promissory note payable to Pemaris González Suárez and Fernando Alberto Diez Antongiorgi, or their order, in the principal sum of One Million Eight Hundred Thousand Dollars ($1,800,000), of which Two Hundred Thousand Dollars ($200,000) are allocated to Parcel Five, with no interest and maturing in five (5) years from the date of issuance thereof, constituted under Deed Number Thirty-Five (35), executed in Mayagüez, Puerto Rico, on August eighteen (18) two thousand nine (2009), before Notary Luis Roberto Santos, filed and pending recordation at the Registry under entry 2022-151623-SG01.------

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---The foregoing mortgage lien has been cancelled as to Parcel Five, pursuant to Deed Number Twenty-One (21), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol-Thompson on April twenty-three (23), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ------

----------**PARCEL SIX** ----------

---*"RÚSTICA: Parcela número ciento once (111), radicada en el Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida de cinco cuerdas (5.0000 cdas.) equivalentes a una (1) hectárea, noventa y seis (96) áreas, y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número ciento diez (110) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela; por el SUR, con la parcela número cincuenta y ocho (58) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela; por el ESTE, con la sucesión Morales Díaz; y por el OESTE, con la parcela número cuarenta y seis (46) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela."* -----

---Parcel Six is recorded at the Registry at page 19 of volume 511 of Cabo Rojo, Property Number 18,845. ----------

---The tax identification number ("*número de catastro*") assigned to Parcel Six by the Municipal Revenues Collection Center ("CRIM") is 402-019-327-88-000.----------

---Parcel Six was acquired by Seller pursuant to the Deed of Trust. --------

----------LIENS AND ENCUMBRANCES OF PARCEL SIX ----------

---By its origin, Parcel Six is free of liens and encumbrances.----------

---By itself, Parcel Six is subject to: ----------

----(A) Mortgage to guarantee a promissory note payable to the order of the bearer, in the principal sum of One Million Five Hundred Seventy-One Thousand Four Hundred Twenty-Eight Dollars and fifty-four cents ($1,571,428.54), of which One Hundred Forty-Two Thousand Eight Hundred Fifty-Seven Dollars and fourteen cents ($142,857.14) are allocated to Parcel Six, with no interest, payable on demand, constituted under Deed Number Fifty-Nine (59) executed in Mayagüez, Puerto Rico, on April six (6) two thousand four (2004), before Notary Luis Roberto Santos, recorded at page 1 of volume 857 of Cabo Rojo, fourth (4th)

inscription. ----------

---The foregoing mortgage has been cancelled as to Parcel Six, pursuant to Deed Number Twenty-Two (22), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol Thompson on May ten (10), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ----------

----(B) Mortgage to guarantee a promissory note payable to Pemaris González Suárez and Fernando Alberto Diez Antongiorgi, or their order, in the principal sum of One Million Eight Hundred Thousand Dollars ($1,800,000), of which Two Hundred Thousand Dollars ($200,000) are allocated to Parcel Six, with no interest and maturing in five (5) years from the date of issuance thereof, constituted under Deed Number Thirty-Five (35), executed in Mayagüez, Puerto Rico, on August eighteen (18) two thousand nine (2009), before Notary Luis Roberto Santos, filed and pending recordation at the Registry under entry 2022-151623-SG01. ------

---The foregoing mortgage lien has been cancelled as to Parcel Six, pursuant to Deed Number Twenty-One (21), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol-Thompson on April twenty-three (23), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ------

---**SECOND:** Pursuant to an instrument titled *Contrato de Promesa Recíproca de Compraventa* executed in San Juan, Puerto Rico (the "Purchase Agreement") on October two (2), two thousand twenty-three (2023), Seller granted to Buyer an option to purchase the Property. -------

----------**PURCHASE AND SALE**----------

---**THIRD:** As contemplated in the Purchase Agreement, Seller hereby sells, conveys and transfers fee simple title ("*pleno dominio*") to the Property and the possession thereof to Buyer, and Buyer hereby purchases from Seller fee simple title to the Property and the possession thereof, in accordance with the following ----------

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----------**TERMS AND CONDITIONS** ----------

-----One: The aggregate purchase price of the Property is the lump sum of FOUR MILLION EIGHT HUNDRED THOUSAND DOLLARS ($4,800,000) (hereinafter, the "Purchase Price"), of which (i) EIGHT HUNDRED THOUSAND DOLLARS ($800,000) is allocated to Parcel One; (ii) EIGHT HUNDRED THOUSAND DOLLARS ($800,000) is allocated to Parcel Two; (iii) EIGHT HUNDRED THOUSAND DOLLARS ($800,000) is allocated to Parcel Three; (iv) EIGHT HUNDRED THOUSAND DOLLARS ($800,000) is allocated to Parcel Four; (v) EIGHT HUNDRED THOUSAND DOLLARS ($800,000) is allocated to Parcel Five; and (vi) EIGHT HUNDRED THOUSAND DOLLARS ($800,000) is allocated to Parcel Six. ----------

-----Two: The Purchase Price is payable as follows:----------

------(A) The sum of TWO HUNDRED FORTY THOUSAND DOLLARS ($240,000) was paid by Buyer to Seller concurrently with the execution of the Purchase Agreement, which amount has been credited in its entirety to the Purchase Price on this date. ----------

------(B) Concurrently with the execution of this Deed, Buyer has delivered to Seller the sum of TWO MILLION ONE HUNDRED NINETY THOUSAND DOLLARS ($2,190,000), which is being credited in its entirety to the Purchase Price on this date. Said sum has been paid by Buyer to Seller by wire transfer or manager's check to the order of Seller and Seller hereby acknowledges receipt thereof in form and substance acceptable to Buyer. ----------

---After crediting the aforementioned sum to the Purchase Price, the balance of the Purchase Price is reduced to the sum of TWO MILLION THREE HUNDRED SEVENTY THOUSAND DOLLARS ($2,370,000) (hereinafter, the "Deferred Purchase Price"). ----------

------(C) The Deferred Purchase Price shall be evidenced by a mortgage note (hereinafter the "Mortgage Note") issued on this same date by Buyer

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in the principal sum of TWO MILLION THREE HUNDRED SEVENTY THOUSAND DOLLARS ($2,370,000), with interest per annum at the rate of five percent (5%), to be paid on a semi-annual basis, payable in two (2) installments of ONE MILLION ONE HUNDRED EIGHTY-FIVE THOUSAND DOLLARS ($1,185,000) each, the first maturing six (6) months after the execution of this Deed, and the second maturing one (1) year after the execution hereof. Said installments may be partially or totally paid in advance, at any time, without penalty, provided all partial payments in advance are applied first, to the interest then owed up to the date of the advanced payment, and the balance of the advanced payment after said interest, will be applied to the principal installment(s), in order of maturity.----------

---The Mortgage Note will be guaranteed by a first mortgage over the Property, in the principal sum of TWO MILLION THREE HUNDRED SEVENTY THOUSAND DOLLARS ($2,370,000), which will be constituted concurrently with the execution hereof. ----------

-----Three: This Deed entitles Buyer to the immediate possession of the Property, without any additional formality, document or request.----------

-----Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of Seller and, thereafter, for the account of Buyer. ----------

-----Five: Seller hereby delivers to Buyer fee simple title ("*pleno dominio*") to the Property, vacant and free and clear of liens, encumbrances or defects, subject only to the Permitted Encumbrance. ----

-----Six: Buyer specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) Seller hereby sells and Buyer hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, vacant and free of liens and encumbrances, excepting the Permitted Encumbrance, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or

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written, expressed or implied, statutory of otherwise, from Seller, the Trustee, or any of Seller's agents, employees, representatives, attorneys or brokers as to any matter concerning the physical condition of the Property, its adequacy for development or for any other particular purpose, and the prospect of obtaining construction, use or any other permits, approvals or endorsements. This Section shall survive the execution of this Deed.----------

-----Seven: Seller represents and warrants to Buyer that, to the best of Seller's knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances. ----------

-----Eight: The notarial fees, stamps on the original, stamps on the first certified copy and recording rights of this Deed in the Registry will be paid by Buyer. ----------

---**FOURTH**: This Deed will be interpreted in accordance with the laws of Puerto Rico and governed by them. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of the Commonwealth of Puerto Rico in the event of any litigation pursuant to this Deed. ----------

---**FIFTH**: All notices to the parties pursuant to this Deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following addresses: ----------

----TO SELLER: ----------

------Fideicomiso I.V.G. LLC ----------
------1 Calle Guajanas ----------
------Urbanización Villa Georgetti ----------
------Barceloneta, PR 00617 ----------
------Attention: Pemaris González-Suárez; Illianedmarís Vega----------
------Electronic Mail: pgonzalez57@hotmail.com; ----------
------illianedmaris.vega@upr.edu ----------

----TO THE BENEFICIARY: ----------

------Illianedmarís Vega-González
------1 Calle Guajanas ----------

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------Urbanización Villa Georgetti ----------
------Barceloneta, PR 00617 ----------
------Electronic Mail: illianedmaris.vega@upr.edu ----------

----TO BUYER:

------Cabo Rojo Land Acquisition LLC ----------
------Edificio Ochoa ----------
------500 Calle de la Tanca, Suite 514 ----------
------San Juan, PR 00901----------
------Attention: Eileen Sawyer ----------

----With a copy to: ----------

------250 Avenida Muñoz Rivera, Suite 440 ----------
------San Juan, PR 00918----------
------Attention: Roberto Ruiz ----------
------Electronic Mail: roberto.ruiz@ccgc.com.do ----------

---**SIXTH**: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

---**SEVENTH**: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the rest of this Deed will continue in full force and effect. -

---**EIGHTH**: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver whichever documents or instruments, public or private, necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any rectification deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of Buyer, except that each party shall bear the fees of their respective counsel. ------

---**NINTH**: The Notary advises Buyer as to the importance of filing the corresponding Change of Ownership Application at the CRIM, and to obtain before the execution of this Deed, a certification indicating whether the Property owes any sums related to property taxes. Under applicable law, Buyer is responsible for filing at the CRIM the corresponding application for Change of Ownership within thirty (30) days from the

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execution hereof. Buyer hereby declares that it is fully aware of the above-mentioned obligations and releases the authorizing Notary from this responsibility.----------

----------**RATIFICATION AND WARNINGS**----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ---------

-----(A) the meaning and legal effects of the execution of this Deed;-------

-----(B) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstract was prepared by Capital Title Services Inc. and is dated April seventeen (17), two thousand twenty-four (2024);----------

-----(C) that after the date of such title abstract and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry as of the date of the title abstract; ----------

-----(D) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification;----------

-----(E) of the right of the Buyer to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights; ----------

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-----(F) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.; ----------

-----(G) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property;----------

-----(H) of the importance of recording a copy of this deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this deed is not recorded at the Registry; ----------

-----(I) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property; ----------

-----(J) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations; ----------

-----(K) that the undersigned Notary has the obligation to file an Informative Return before the Puerto Rico Treasury Department ("Planilla Informativa Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles") and the consequences to the Seller of such filing;-----

-----(L) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 et seq., is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Sellers, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead

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paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by Seller and his agent, if any, for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed; and----------

-----(M) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by affixing their initials on each page they attest as to their reading, understanding and acceptance of its contents. ----------

----------**READING, ACCEPTANCE AND EXECUTION** ---------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their initials on each page thereof. ----------

---As to everything stated or contained in this instrument, I the Notary, hereby **ATTEST**. ----------

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---Signed, sealed, marked and flourished by the authorizing Notary, Jorge Antonio Morales Cordero.----------

---Therein also appear the signature of the appearing parties and their initials on the margin of each page. The corresponding internal revenue stamps, legal assistant stamps and the notarial tax stamp are adhered thereon. ----------

---I, the Notary, CERTIFY that the foregoing is a true and exact copy of Deed Number Eighteen (18), which contains nineteen (19) pages (*folios*), the original of which forms part of my protocol of public instruments for the year two thousand twenty-four (2024).----------

---IN WITNESS WHEREOF, and to deliver to Cabo Rojo Land Acquisition LLC, I issue the first certified copy, which I sign, seal, mark and flourish in San Juan, Puerto Rico, on May ten (10), two thousand twenty-four (2024). ----------

NOTARY

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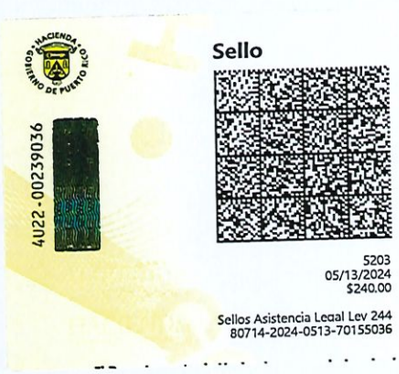

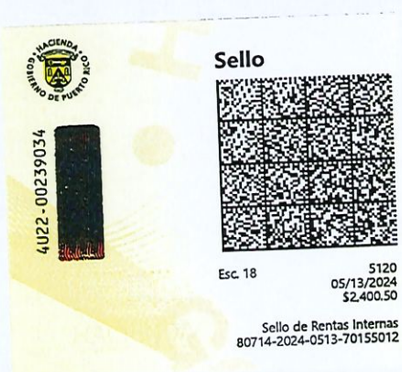



---**I HEREBY CERTIFY** that the first certified copy of this Deed has been issued in favor of Buyer on the same date and place of the execution hereof. **I ATTEST.** ----------

NOTARY

----------**DEED NUMBER NINE (9)**----------

----------**PURCHASE AND SALE AND MORTGAGE**----------
----------**TO SECURE PROMISSORY NOTES**----------

---In San Juan, Puerto Rico, on this thirteenth (13th) day of July, two thousand twenty-three (2023) ----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with offices and residence in San Juan, Puerto Rico,----------

----------**APPEAR**----------

---AS THE PARTY OF THE FIRST PART: **FRANK LOZADA CONTRERAS** and **DAMARIS YEPES RUIZ,** both of legal age, married to each other, professor and business executive, respectively, and residents of Rincón, Puerto Rico, who appear herein in their respective personal capacities and as members of the conjugal partnership constituted by and between them (hereinafter, "LOZADA-YEPES") ----------

---AS THE PARTY OF THE SECOND PART: **ANTONIO LOZADA CONTRERAS,** of legal age, single, physician and resident of Guayama, Puerto Rico (hereinafter, "ANTONIO").----------

---LOZADA-YEPES and ANTONIO will be sometimes referred jointly as "SELLERS" or "Mortgagees", as the context indicates. ----------

---AS THE PARTY OF THE THIRD PART: **CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "BUYER"), a limited liability company organized, existing and in good standing in accordance with the laws of Puerto Rico, represented herein by its Authorized Representative, Gladys Omayra Fontánez Reyes, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, and whose authority to represent BUYER in this public deed arises from the Certificate of Resolution of BUYER, signed by Eileen Sawyer, as Manager of BUYER, on July six (6), two thousand twenty-three (2023),

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in New York, New York, before Notary Public Kelly Marie Mueller. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of Notary Public Kelly Marie Mueller through the search engine of the Department of State of the State of New York. I further certify that I have examined the original of the aforesaid Certificate of Resolution of Cabo Rojo Land Acquisition LLC, and that, in my opinion, it is adequate and sufficient, and complies with all legal requirements needed to authorize Ms. Fontánez Reyes to appear herein on behalf of BUYER. ----------

---AS THE PARTY OF THE FOURTH PART: **JOSÉ ENRIQUE PÉREZ CRUZ**, also known as José E. Pérez (hereinafter, the "BROKER"), who is of legal age, married, real estate broker and resident of Bayamón, Puerto Rico. ----------

---I, the Notary, do hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily ----------

----------**STATE AND AGREE**----------

---**FIRST:** LOZADA-YEPES AND ANTONIO are the owners of the Property in fee simple title ("*pleno dominio*"), and have the possession of the parcel of land described in the Spanish language as follows (hereinafter the "Property"): ----------

---"***RUSTICA:*** *Parcela marcada con el número ciento siete (107) de la Bahía Bonita, radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida de diecinueve mil seiscientos cincuenta y seis metros, veinticinco decímetros cuadrados (19,656.25 m.c.). En linderos, por el NORTE, con la Bahía de Boquerón; SUR, con las parcelas sesenta y dos (62) y ciento trece (113), de las cuales ambas contienen parte de las servidumbres de paso para su acceso de quince (15) metros de ancho de los que siete punto cincuenta (7.50) metros pertenecen a esta parcela; ESTE, con la parcela ciento seis (106), la cual contiene parte de la servidumbre de paso para su acceso de quince (15) metros de ancho; OESTE, con la parcela número ciento ocho (108), la cual contiene parte de la servidumbre de paso para su acceso de quince (15) metros de ancho. La colindancia Sur de la finca se halla afecta a una servidumbre de paso para Uso Vehicular y Peatonal de siete punto*

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cincuenta (7.50) metros de ancho por sesenta y cuatro punto veinte (64.20) metros de largo, afectando esta servidumbre todo lo largo de la colindancia Sur y resultando en un área afectada por dicha servidumbre de cuatrocientos ochenta y uno punto cuarenta y siete (481.47) metros cuadrados, los cuales forman parte del área total de la finca según ha sido descrita."----------

---The Property is recorded at page 295 of volume 510 of Cabo Rojo, property number 18,841, Section of San Germán of the Registry of Property of Puerto Rico (the "Registry"). ----------

---The Property was acquired by LOZADA-YEPES and ANTONIO, with respective participations of fifty percent (50%) each, pursuant to Deed Number One Hundred Thirteen (113), executed in Mayagüez, Puerto Rico, on October sixteen (16), two thousand three (2003), before Notary Luis Roberto Santos, recorded at page 175 of volume 843 of Cabo Rojo, sixth (6th) inscription. ----------

---The tax identification number ("*número de catastro*") assigned by the Municipal Revenue Collection Center ("CRIM") to the Property is 379-089-327-77-000. ----------

---The Property is subject to the following liens and/or encumbrances:---

---By its origin, the Property is free and clear of liens and encumbrances.

---By itself, the Property is subject to the following liens and/or encumbrances: ----------

-----A) Restrictive conditions of equity easements ("*servidumbres en equidad*") constituted by deed number one hundred thirty-three (133), executed in Mayagüez, Puerto Rico, on November twenty (20), two thousand three (2003), before Notary Luis Roberto Santos, recorded at page 175 of volume 843 of Cabo Rojo, Section of San Germán of the Registry, third (3rd) inscription (the "Permitted Encumbrance").----------

-----B) Mortgage guaranteeing a mortgage note to the order of its bearer in the principal sum of One Hundred Ninety Four Thousand Dollars ($194,000), with no interest rate, due on the first anniversary of its constitution, constituted pursuant to Deed Number One Hundred Fourteen (114), executed in Mayagüez, Puerto Rico, on October sixteen

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(16), two thousand three (2003), before Notary Luis Roberto Santos, recorded at the overleaf of page 175 of volume 843 of Cabo Rojo, Section of San German of the Registry, seventh (7th) and last inscription. ---------

---This mortgage has been cancelled or will be cancelled simultaneously with the execution of the present Deed. ----------

-----C) Embargo in favor of the Commonwealth of Puerto Rico, against Frank Lozada Contreras/Damaris Yepes Ruiz, in the amount of forty four thousand two hundred fifty dollars with twenty cents ($44,250.20), related to income taxes, as per Certification dated September twenty eight (28), two thousand twenty one (2021), Embargo Number MAY-21-089, recorded on October twelve (12), two thousand twenty one (2021) at entry two thousand twenty one dash zero zero seven zero two five dash E S T (2021-007025-EST) of the Karibe System. ----------

---This embargo has been cancelled or will be cancelled simultaneously with the execution of the present Deed. ----------

---**SECOND:** On January eleven (11), two thousand twenty-two (2022), SELLERS granted to BUYER's affiliate, PR INVESTCO LLC ("PR Investco"), an option to purchase the Property, pursuant to Deed Number One (1) of Option to Purchase Real Estate, executed in San Juan, Puerto Rico, before Notary María del Rosario Pujol Thompson (hereinafter, the "Deed of Option"). The parties hereto acknowledge and agree that PR Investco has assigned to BUYER all of its rights and obligations under the Deed of Option, and that BUYER is the permitted assignee and successor of PR Investco thereunder. ----------

----------**PURCHASE AND SALE**----------

---**THIRD:** Pursuant to the Deed of Option, SELLERS hereby sell, convey and transfer fee simple title ("*pleno dominio*") to the Property and the possession thereof to BUYER, and BUYER hereby purchases from SELLERS fee simple title to the Property and the possession thereof, in accordance with the following----------

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----------**TERMS AND CONDITIONS**----------

-----One: The purchase price is the lump sum of ONE MILLION THREE HUNDRED FIFTY THOUSAND DOLLARS ($1,350,000) (hereinafter, the "Purchase Price"). ----------

-----Two: The Purchase Price is payable as follows: ----------

------(A) The sum of SIXTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($67,500) was paid by BUYER to SELLERS simultaneously with the execution of the Deed of Option. Of said sum, (a) THIRTY-THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($33,750) were paid to LOZADA-YEPES, and (b) THIRTY-THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($33,750) were paid to ANTONIO. ----------

-------(B) Simultaneously with the execution of this Deed, BUYER has delivered to SELLERS the sum of SIX HUNDRED SEVEN THOUSAND FIVE HUNDRED DOLLARS ($607,500), which is credited to the Purchase Price. Said sum has been paid by BUYER to SELLERS by certified or manager's check to the order of SELLERS, and SELLERS hereby acknowledge receipt thereof in form and substance acceptable to BUYER. Of said sum, THREE HUNDRED THREE THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS ($303,750) has been paid to LOZADA-YEPES, and THREE HUNDRED THREE THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS ($303,750) has been paid to ANTONIO. ----------

---After crediting the aforementioned sum to the Purchase Price, the balance of the Purchase Price is reduced to the sum of SIX HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($675,000) (hereinafter, the "Deferred Purchase Price"). ----------

-----(C) The Deferred Purchase Price shall be evidenced by two (2) mortgage notes (hereinafter the "Mortgage Notes") issued on this same date by BUYER, one to the order of LOZADA-YEPES, in the principal

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sum of THREE HUNDRED THIRTY SEVEN THOUSAND FIVE HUNDRED DOLLARS ($337,500), and the other to the order of ANTONIO, in the principal sum of THREE HUNDRED THIRTY SEVEN THOUSAND FIVE HUNDRED DOLLARS ($337,500), with no interest, and payable in full on the second anniversary of the execution hereof. The Mortgage Notes will be guaranteed by a first mortgage over the Property in the principal sum of SIX HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($675,000), which is being constituted by this Deed. ----------

-----Three: This Deed entitles BUYER to the immediate possession of the Property, without any additional formality, document or request. -----

-----Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of SELLERS and, thereafter, for the account of BUYER. ----

-----Five: SELLERS hereby deliver to BUYER fee simple title ("*pleno dominio*") to the Property, vacant and free and clear of liens, encumbrances or defects, "as is, where is", subject only to the Permitted Encumbrance. ----------

-----Six: BUYER specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) SELLERS hereby sell and BUYER hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, vacant and free of liens and encumbrances, excepting the Permitted Encumbrance, (ii) BUYER is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from SELLERS or any of SELLERS' agents employees, members, representatives, attorneys or brokers (each such party a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by SELLERS to BUYER. BUYER expressly

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acknowledges and agrees that BUYER is not relying on any representation or warranty of SELLERS or any Seller Affiliate, whether implied, presumed or expressly provided at law or otherwise, arising by virtue of any statute, common law, or other legally binding right or remedy in favor of BUYER. BUYER further acknowledges and agrees that SELLERS are under no duty to make any inquiry regarding any matter that may or may not be known to SELLERS or any Seller Affiliate. Upon execution of this public deed, BUYER shall assume the risk of adverse matters relating to adverse investigations, and BUYER, upon execution of this public deed, shall be deemed to have waived, relinquished and released SELLERS and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which BUYER might have asserted or alleged or may assert or allege in the future against SELLERS or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution of this Deed. ----------

-----Seven: The notarial fees, stamps on the original, stamps on the first certified copy and recording rights of this public deed in the Registry will be paid by BUYER. ----------

---The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of any deed or document to cancel the liens and encumbrances mentioned in paragraph FIRST of this public deed (except the Permitted Encumbrance), will be paid by SELLERS. ----------

-----Eight: This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice

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of the Commonwealth of Puerto Rico in the event of any litigation pursuant to this public deed. ----------

-----Nine: All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties: ----------

----TO SELLERS: ----------

------Frank Lozada Contreras ----------
------Damaris Yepes Ruiz----------
------Calle Comercio Número 22 ----------
------Rincón, PR 00677----------
------Electronic Mail: frank_lozada@pucpr.edu ----------

------Antonio Lozada Contreras ----------
------Urb. El Legado Golf Resort, Apt. 1614 ----------
------Guayama, PR 00784----------
------Electronic Mail: tonylozada@hotmail.com ----------

------TO BUYER:----------

------CABO ROJO LAND ACQUISITION LLC----------
------733 Third Avenue ----------
------New York, NY 10017----------
------Attention: Eileen Sawyer----------
------Electronic Mail: roberto.ruiz@ccgc.com.do----------

------TO THE BROKER: ----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920 ----------
------Attention: José Enrique Pérez Cruz----------
------Electronic Mail: passportre@gmail.com ----------

-----Ten: The appearing parties acknowledge that the BROKER, José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy-eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the subject of this Deed. The fees to the BROKER and his associates, if any, for said service will be the responsibility of BUYER and will be paid simultaneously with the execution of this Deed. Said fees will amount to SIXTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($67,500), equivalent to five percent (5%) of the Purchase Price. ---------

-----Eleven: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

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-----Twelve: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the rest of this public deed will continue in full force and effect. ----------

-----Thirteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver whichever documents or instruments, public or private, necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any Rectification Deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of BUYER, except that each party shall bear the fees of their respective counsel.----------

---**THIRD:** The Notary advises BUYER as to the importance of filing the corresponding Change of Ownership Application at the CRIM, and to obtain before the execution of this public deed, a certification indicating whether the Property owes any sums related to property taxes. Under applicable law, BUYER is responsible for filing at the CRIM within the next thirty (30) days the corresponding application for Change of Ownership. BUYER hereby declares that it is fully aware of the above-mentioned obligations and releases the subscribing Notary from this responsibility. ----------

----------CONSTITUTION OF MORTGAGE----------

---**FOURTH**: The Mortgaged Property. Pursuant to this Deed, Mortgagor has become the owner, with valid, good and marketable fee simple title ("*pleno dominio*") of the Property.----------

---**FIFTH:** Simultaneously herewith, Mortgagor has subscribed before me the Mortgage Notes, which have been delivered by Mortgagor to

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Mortgagees simultaneously with the execution of this Deed. Mortgagees hereby acknowledge receipt of the originals of the Mortgage Notes. The text of the Mortgage Notes is copied literally in paragraph EIGTEENTH hereof. ----------

---**SIXTH:** Creation of Mortgage. In order to guarantee and secure: ------

-----(i) the full and complete payment of the principal and interest on the Mortgage Notes; ----------

-----(ii) the performance and observance of the terms therein and herein contained; ----------

-----(iii) additional credits in the amounts set forth in paragraph NINETEENTH hereof to cover interest in addition to that secured by law (hereinafter called the "Interest Credit");----------

-----(iv) additional credits in the amounts set forth in paragraph NINETEENTH hereof to cover any amounts that may be paid by or advanced by the holder(s) of the Mortgage Notes hereunder, together with interest thereon (hereinafter called the "credit for additional advances"); ----------

-----(v) additional credits (hereinafter called the "credit for liquidated damages") in the amounts set forth in paragraph NINETEENTH hereof as a liquidated and agreed amount payable without the need of further liquidation or approval by any court, to cover the costs and expenses (including attorneys' fees) of the holder(s) of the Mortgage Notes, in the event that such holder resorts to the courts or to any other governmental agency in order to collect all or any part of the principal thereof or any interest thereon (by foreclosure or other proceedings or action);----------

----Mortgagor hereby constitutes and creates a voluntary mortgage (the "Mortgage") in favor of Mortgagees, including the present holder(s) or any future holder(s) thereof (references herein to the "Mortgagees" shall refer to the present holder(s) of the Mortgage Notes, and to any future holder(s) thereof, and in the event the Mortgage Notes are pledged or

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assigned as collateral security for the payment and performance of the obligations of the Mortgagor and/or any other person, then the term "Mortgagees" shall also refer to the pledgee[s] or assignee[s] of the Mortgage Notes, including the present holder(s) or any future holder(s) thereof), on the Property described in Paragraph FIRST and covering the following elements (hereinafter collectively referred to as the "Mortgaged Property"):----------

------(a) all the buildings, structures, improvements and facilities now or hereafter located thereon;----------

------(b) all of the rights of way or use, easements, servitudes, licenses, tenements, hereditaments and other appurtenances now or hereafter belonging or appertaining to the Mortgaged Property;----------

------(c) all renewals and replacements of, substitutions for and additions to the property described in subparagraphs (a) and (b) above, and all other property, real, personal or mixed now owned or hereafter acquired by Mortgagor and enjoyed in common with or in any way appertaining to such property as well as all real properties which may be consolidated or grouped with the Mortgaged Property, but excluding, however, any personal property which is not susceptible in any event of being mortgaged by a real property mortgage pursuant to applicable law;-------

------(d) all awards, compensations and payments in respect of any taking by condemnation or eminent domain of any of the foregoing; ----------

------(e) all rents, earnings, revenues, issues and profits of all of the foregoing; and----------

------(f) all chattels which may be removed without breaking the material or deteriorating the object and that are presently or hereafter permanently placed on the Mortgaged Property, either for its decoration, comfort or development, or for industrial use or otherwise. ----------

---**SEVENTH**: Condemnation. In the event of a taking of all or any part of the Mortgaged Property as a result of or in lieu or in anticipation of

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the exercise of the right of condemnation or eminent domain, or a change of grade adversely affecting the Mortgaged Property, Mortgagees shall be entitled to receive all awards and payments on account of such taking up to the amount secured hereby or by the pledge or assignment of the Mortgage Notes. Mortgagor will pay all reasonable costs and expenses (including, without limitation, reasonable attorneys' fees) of Mortgagees in connection with any such taking and seeking and obtaining any award or payment in respect thereof. All awards and payments collected by Mortgagees, after the payment of costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred in the seeking and obtaining thereof, shall be applied by Mortgagees to the payment of any notes or obligations of Mortgagor for which the Mortgage Notes are assigned or pledged as security or in such other manner as may be provided in the pledge agreement(s) or other instrument(s) under which the Mortgage Notes are assigned and/or pledged, or as otherwise agreed by Mortgagor and Mortgagees, and any surplus or remaining balance after such application shall be promptly paid over by Mortgagees to Mortgagor. ----------

---**EIGHTH:** Insurance. As provided in Article Sixty One (61) of the Registry of the Property Act of Puerto Rico, Act Number Two Hundred Ten (210) of December eight (8), two thousand fifteen (2015), 30 L.P.R.A. §6088) (hereinafter, the "Registry Act"), this Mortgage shall be extensive to, and shall cover, all indemnities to which the Mortgagor may be entitled under any policy of insurance covering the Mortgaged Property or any part thereof, and Mortgagees shall be entitled to receive directly from the underwriter(s) or insurer(s) all payments which become due under any such policy(ies) of insurance. Such payments, after deducting therefrom all costs and expenses (including, but without limitation, reasonable attorneys' fees and expenses) incurred in the collection thereof, shall at the option of the Mortgagees be applied on

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account of the payment of the Mortgage Notes and/or of any note(s) or obligation(s) of the Mortgagor for which the Mortgage Notes may be assigned and/or pledged as security, or as otherwise agreed by Mortgagor and Mortgagees. Such proceeds of insurance may, at the option of the Mortgagees and without waiver of Mortgagees' right to any future proceeds of like nature, be paid over to Mortgagor in partial or total reimbursement of Mortgagor's expenses in repairing or replacing such portion(s) of the Mortgaged Property as may have been so damaged.----------**NINTH:** Additional Advances. If Mortgagor shall fail to make punctual payment of all Impositions (as defined in paragraph FIFTEENTH hereof), or should fail to maintain insurance coverage on the Mortgaged Property as required from time to time by the Mortgagees, or should fail to discharge any mortgage, lien, encumbrance or charge upon the Mortgaged Property, or any part thereof, which is prohibited by the terms hereof or of the pledge agreement or other instrument under which the Mortgage Notes are assigned or pledged, or should fail to maintain the Mortgaged Property in good condition, or should fail to perform any other term or covenant hereof or of such pledge agreement or other instrument, then Mortgagees, without consent of or demand upon Mortgagor and without waiving or releasing any obligation or default, may (but shall be under no obligation to) at any time thereafter advance such funds as may in Mortgagees' judgment be needed for the purpose of performing such terms or covenants, and Mortgagees may, in such event, take such other and further action in the premises as they may consider necessary or appropriate for such purposes. All sums so advanced or paid by Mortgagees and all costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) so incurred, together with interest thereon at the rate set forth in the Mortgage Notes from the date of payment or incurring, shall constitute additional indebtedness secured by this Mortgage and shall be paid by Mortgagor

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to Mortgagees on demand.

---**TENTH:** Further Assurances: Additional Security. Mortgagor, at its expense, will execute, acknowledge, deliver and record all such instruments and take all such action as Mortgagees from time to time may reasonably request for better assuring to Mortgagees the properties and rights hereby mortgaged and assigned or intended so to be. Without notice to or consent of Mortgagor, and without impairment of the lien of and rights under this Mortgage, Mortgagees may take (but Mortgagor shall not be obligated to furnish) from Mortgagor or from any other person or persons additional security for the Mortgage Note and/or for the obligations of the Mortgagor secured by the assignment and/or pledge of the Mortgage Note; and neither the giving of this Mortgage nor the acceptance of any such additional security shall prevent Mortgagees from resorting first to such additional security, or to the security created by this Mortgage, in either case without affecting Mortgagees' lien and rights under this Mortgage.----------

---**ELEVENTH:** Default. At such time as there shall exist an event of default under any agreement pursuant to which the Mortgage Notes shall have been assigned or pledged, or there shall exist any failure to pay when due any amount(s) under the Mortgage Notes, and/or there shall be any breach of any other condition or covenant set forth in this Mortgage, and/or any material representation or warranty of the Mortgagor hereunder shall prove to have been false in any material respect on the date when made, then at any time thereafter Mortgagees may, at their election, proceed to enforce the payment in full of the Mortgage Notes and/or to foreclose the lien of this Mortgage as against all or any part of the Mortgaged Property (by summary proceedings or otherwise) and to have the same sold under the judgment or decree of a court of competent jurisdiction; take possession of the Mortgaged Property or any part thereof, by summary proceedings, ejectment or otherwise, remove

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Mortgagor and all other persons and any and all properties therefrom; hold, operate and manage the same and receive all earnings, income, rents, issue and proceeds accruing with respect thereto or any part thereof. In connection with any of the foregoing, Mortgagees shall as a matter of right and without regard to the solvency of the Mortgagor or the adequacy of the security for the indebtedness from Mortgagor to Mortgagees, be entitled to the appointment of a receiver upon notice to the Mortgagor for all or any part of the Mortgaged Property, whether such receivership be incidental to a proposed sale of the Mortgaged Property or otherwise.----------

---**TWELFTH:** Foreclosure Valuation. As required by Article 80 of the Registry Act, 30 L.P.R.A. §6107, Mortgagor hereby declares and agrees that the value of the Mortgaged Property is as set forth in paragraph NINETEENTH hereof under the title "Foreclosure Valuation". ----------

---**THIRTEENTH**: Foreclosure. In the event that the Mortgage Notes are assigned or pledged or otherwise encumbered as collateral security for the payment of any other note(s) and/or debt(s) of the Mortgagor and/or of any other person, the Mortgagor agrees: ----------

-----(a) That Mortgagees may foreclose this Mortgage and may exercise all other rights, remedies, powers and privileges provided herein or now or hereafter existing at law, in equity, by statute, or otherwise, without first foreclosing the pledge or other lien so constituted upon the Mortgage Notes, to the same extent and with the same force and effect as if the Mortgage Notes had been assigned or transferred directly to Mortgagees rather than assigned or pledged as collateral security, provided that nothing contained in this paragraph THIRTEENTH shall relieve Mortgagees from the obligation to comply with the terms of the pledge agreement(s) and/or other instrument(s) under which the Mortgage Notes are assigned and/or pledged. ----------

-----(b) That Mortgagor will not exercise any right which it might have

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to cancel the record of the Mortgage by reason of lapse of time counted from the date of the constitution of the Mortgage under the provisions of Article One Hundred Twenty (120) of the Registry Act, 30 L.P.R.A. §6163) or otherwise, and further agrees, whenever requested by the Mortgagees, to execute and file in the appropriate section of the Registry, at Mortgagor's cost and expense, any and all supplemental instruments which may be necessary or convenient for the preservation of the lien of the Mortgage until full payment of the Mortgage Notes and any other note(s) and of any debt(s) so secured by lien(s) upon the Mortgage Notes.

---**FOURTEENTH:** Expenses. All costs and expenses of this public deed, of a certified copy or copies thereof, and of the registration of this instrument in the proper public registry; all expenses of such additional documentation as may hereafter be required, including the registration thereof in a proper public registry, if such be required; and all expenses of all documents of cancellation, including the cost of registration thereof, shall be for the account of Mortgagor. ----------

---**FIFTEENTH:** Definitions. As used in this Mortgage, the term "Impositions" shall mean all real estate and other taxes, all assessments (including, without limitation, all assessments for public improvements or benefits, whether or not commenced or completed prior to the date hereof or while this Mortgage is in force), water, sewer, electricity, utility and other rents, rates and charges, excises, levies, license fees, permit fees, inspection fees and other authorization fees and other charges, in each case whether general or special, ordinary or extraordinary, or foreseen or unforeseen, of every character (including all penalties or interest thereon), which at any time may be assessed, levied, confirmed or imposed on or in respect of or be a lien upon (a) the Mortgaged Property or any part thereof or any rents, issues, income, profits or earnings therefrom or any estate, right or interest therein, or (b) any occupancy, use or possession of or sales from the Mortgaged Property or

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any part thereof, or (c) this Mortgage, any interest hereon or any other payments due from the Mortgagor under the terms of this Mortgage; excepting, however, the income taxes now or hereafter imposed by the United States and by the Commonwealth of Puerto Rico under applicable law.----------

---**SIXTEENTH**: Miscellaneous. All of the terms of this Mortgage shall apply to and be binding upon the successors and assigns of Mortgagor and all persons claiming under or through Mortgagor or any such successor or assign, and shall inure to the benefit of Mortgagees. Neither this Mortgage nor any term hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by Mortgagees, notice of which is endorsed on the Mortgage Note. ----------

---**SEVENTEENTH:** Other Terms and Conditions. The following terms and conditions are made a part of this Mortgage and shall apply to and be binding upon the successors and assigns of Mortgagor and all persons claiming under or through Mortgagor or any such successors or assigns, and shall inure to the benefit of Mortgagees. Additionally, if any of the terms and conditions contained in this paragraph shall be inconsistent or contrary to any other terms and conditions contained in this public deed, the terms and conditions of this paragraph shall prevail. ----------

-----(a) Representations and Warranties. The Mortgagor hereby represents and warrants to the Mortgagees as follows:----------

-----(i) No Hazardous Waste. To Mortgagor's knowledge, there has been no release of any oil, hazardous materials, hazardous wastes, hazardous substances or toxic substances, as defined in forty-two (42) United States Code ("USC") Sections nine six zero one (9601) *et sequentia,* forty-two (42) USC Sections six nine zero one (6901) *et sequentia,* fifteen (15) U.S.C. Sections two six zero one (2601) *et sequentia* and the regulations promulgated thereunder, and all applicable federal, state and local laws, rules and regulations ("Hazardous Waste") on, upon or into the Mortgaged

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Property, that would have a material adverse effect on the Mortgaged Property or Mortgage as a whole, nor has there been, to the best of the Mortgagor's knowledge, any such release on, upon or into any real property in the vicinity of the Mortgaged Property that, through solid or groundwater migration, has come to be located on the Mortgaged Property or could reasonably be expected to come to be located on the Mortgaged Property. There is no Hazardous Waste presently stored or located on, in or about any portion of the Mortgaged Property, and Mortgagor covenants and agrees that it will indemnify and hold the Mortgagees harmless from and against any and all expense, damage, loss or liability incurred by the Mortgagees arising from the application of any law, including any so-called "Super Fund" or "Super Lien" legislation, relating to the presence of oil or Hazardous Waste on the Mortgaged Property, whether such legislation is federal, state or local in nature. It is expressly acknowledged by Mortgagor that this covenant of indemnification shall survive any foreclosure of the lien and security interest of this Mortgage and shall inure to the benefit of the Mortgagees, their successors and assigns, in the event Mortgagees becomes the owner of the Mortgaged Property.----------

-------(ii) Absence of Litigation. Except as otherwise disclosed by Mortgagor, there are no actions, suits, or investigations, including, without limitation, condemnation and eminent domain proceedings, pending or, to the best of Mortgagor's knowledge, threatened, against or affecting the Mortgaged Property, or which may involve or affect the validity of this Mortgage, and Mortgagor are not in default with respect to any order, writ, injunction, decree or demand of any court or any administrative agency or governmental authority affecting the Mortgaged Property or the use thereof.----------

------(iii) Compliance with Law. The Mortgaged Property is in compliance with all applicable laws and governmental regulations, including but not

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limited to those governing zoning, land use, subdivision control, health, safety, fire protection and protection of the environment, except such laws and governmental regulations the noncompliance with which would not have a material adverse effect on the Mortgaged Property or the Mortgage as a whole. ----------

-------(iv) Mortgage Interest Not Usurious. The interest payable under this Mortgage and the Mortgage Notes is not usurious under applicable laws and regulations.----------

-----(b) Certain Covenants and Conditions. Mortgagor covenants and agrees as follows: ----------

-------(i) Provision for Payment of Governmental Charges and other Obligations. To assure the payment of all Impositions, taxes, charges, sewer use fees, water rates, ground rents and assessments of every name and nature, or any other obligations which may have or acquire priority over this Mortgage, and which are assessed or payable with reference to the Mortgaged Property, the Mortgagor, if so requested by the Mortgagees, but only after the occurrence of a default hereunder, under the Mortgage Note and/or under any agreement(s) pursuant to which the Mortgage Note has been pledged and/or assigned to the Mortgagees, shall deposit with the Mortgagees, on the days when monthly payments mature, a sum determined by the Mortgagees to be sufficient to provide, in the aggregate, a fund adequate to pay any such amounts at least ten (10) days before the same become delinquent; and whenever the Mortgagees determine sums accumulated under the provisions of this section to be insufficient to meet the obligation for which such deposits were made, the Mortgagor shall pay, on the demand of the Mortgagees, any amount required to cover the deficiency therein. Every such deposit may, at the option of the Mortgagees, be applied directly against the obligation with reference to which it was made, or, to the fullest extent permissible according to law, any other obligation of the Mortgagor secured hereby.

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Such deposits may, to the fullest extent permitted by law, be commingled with other assets of the Mortgagees and, in the discretion of the Mortgagees, invested by the Mortgagees for their own account, without any obligation to pay income from such investment, or interest on such deposits, to the Mortgagor, or to account to Mortgagor for such income in any manner. ----------

-------(ii) Maintenance of the Mortgaged Property and Alterations. Mortgagor shall keep and maintain the Mortgaged Property in as good repair and condition as the same now is or may hereafter be put (ordinary wear and tear excepted), shall make all such necessary and proper repairs, replacements, additions and improvements thereto as shall be required for the proper conduct of its business thereon, and shall not permit or commit waste on the Mortgaged Property. Mortgagor shall make or cause to be made, as and when the same shall become necessary, all structural and non-structural, exterior and interior, ordinary and extraordinary, foreseen and unforeseen repairs, renewals and replacements necessary to that end. Mortgagor shall not permit removal or material alteration, except as otherwise permitted in writing, of anything which constitutes a part of the Mortgaged Property without the consent of the Mortgagees, which consent shall not be unreasonably withheld or delayed. Mortgagor shall permit the Mortgagees to enter the Mortgaged Property, at any reasonable time, to determine whether Mortgagor is in compliance with its obligations under this Mortgage. All construction on the Mortgaged Property shall comply with, and each and every part of the Mortgaged Property shall be maintained and used in accordance with, all applicable federal, state and local laws and governmental regulations, and any lawful private restrictions or other requirements or provisions, relating to the maintenance or use thereof. ----------

---Notwithstanding the above, the Mortgagor shall have the right, at any time and from time to time, to remove and dispose of machinery and

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equipment or partitions on, or forming part of, the Mortgaged Property (without the consent of Mortgagees) that may have become obsolete or unfit for use or that is no longer useful in the operation of the building now or hereafter constituting a portion of the Mortgaged Property or in the business conducted thereupon. The Mortgagor agrees promptly to replace with other machinery and equipment, free of superior title liens or claims, except as otherwise agreed by the Mortgagor and the Mortgagees, not necessarily of the same character but of at least equal usefulness and quality, any such machinery and equipment so removed or disposed of; except that, if by reason of technological or other developments in the operation and maintenance of property of the general character of the machinery and equipment so removed, no replacement of the property so removed or disposed of is necessary or desirable in the proper operation or maintenance of the Mortgaged Property or the business conducted thereupon, the Mortgagor shall not be required to replace the same. -------

-----(c) Hazardous Substances. Except to the extent that failure to comply would not have a material adverse effect on the Mortgagor or the Mortgaged Property and/or not result in or create a lien of any kind upon the Mortgaged Property, the Mortgagor shall:----------

-------(i) not store (except in compliance with all laws, ordinances, and regulations pertaining thereto), dispose of, release or allow the release of any hazardous substance, solid waste or oil on the Mortgaged Property; --

-------(ii) neither directly nor indirectly transport or arrange for the transport of any hazardous substance or oil (except in compliance with all laws, ordinances and regulations pertaining thereto); ----------

-------(iii) in the event of any change in the laws governing the assessment, release or removal of hazardous materials, which change would lead a prudent lender to require additional testing to avail itself of any statutory insurance or limited liability, take all such action (including, without limitation, the conducting of Engineering tests at the sole expense of the

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Mortgagor) to confirm that no hazardous substance or oil is or ever was stored, released or disposed of on the Mortgaged Property; and----------

-------(iv) provide the Mortgagees with written notice: (A) upon the Mortgagor's obtaining knowledge of any potential or known release, or threat of release, of any hazardous substance or oil at or from the Mortgaged Property; (B) upon the Mortgagor's receipt of any notice to such effect from any federal, state, Commonwealth or other governmental authority; or (C) upon the Mortgagor's obtaining knowledge that any expense or loss has been incurred by such governmental authority in connection with the assessment, containment, removal or remediation of any hazardous substance or oil for which expense or loss the Mortgagor may be liable or for which expense a lien may be imposed on the Mortgaged Property.----------

---For purposes of this section, the terms "hazardous substance" and "release" shall have the meanings specified in the Comprehensive Environmental Response, Compensation and Liability Act of nineteen hundred eighty (1980), forty-two (42) USC Sections nine six zero one (9601) *et sequentia* ("CERCLA") and the terms "solid waste" and "disposal" (or 'disposed") shall have the meanings specified in the Resource Conservation and Recovery Act of nineteen hundred seventy-six (1976), forty-two (42) United States Code Sections six nine zero one (6901) *et sequentia* ("RCRA") and regulations promulgated thereunder; provided, in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply as of the effective date of such amendment and provided further, to the extent that the laws of the Commonwealth of Puerto Rico establish a meaning for "hazardous substance", "release", "solid waste", or "disposal" which is broader than specified in either CERCLA or RCRA, such broader meaning shall apply.----------

--------(d) Environmental Assessments. In addition to the Mortgagees'

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rights provided hereunder, if Mortgagees have cause to believe that contamination or a violation of any Environmental Laws (as hereinafter defined) exists on any part of the Mortgaged Property, the Mortgagees may, at their election, without regard to whether Mortgagor is in default hereunder and/or under the Mortgage Notes and/or under any agreement(s) pursuant to which the Mortgage Notes is pledged and/or assigned to the Mortgagees, obtain one or more environmental assessments of the Mortgaged Property prepared by a geohydrologist, an independent engineer or other qualified consultant or expert approved by the Mortgagees evaluating or confirming (i) whether any hazardous substances or other toxic substances are present in the soil or water at or adjacent to the Mortgaged Property and (ii) whether the use-and operation of the Mortgaged Property comply with all applicable federal, state, commonwealth and local laws, rules and regulations (herein called "Environmental Laws") relating to air quality, environmental control, release of oil, hazardous materials, hazardous wastes and hazardous substances, and any and all other applicable environmental laws. Environmental assessments may include detailed visual inspections of the Mortgaged Property including, without limitation, any and all storage areas, storage tanks, drains, dry wells and leaching areas, and the taking of soil samples, surface water samples and ground water samples, as well as such other investigations or analyses as are necessary or appropriate for a complete determination of the compliance of the Mortgaged Property and the use and operation thereof with all applicable Environmental Laws. Any such environmental assessment shall be at the cost and expense of the Mortgagor.----------

-----(e) Notice of Condemnation. Mortgagor, immediately upon obtaining knowledge of the institution of any proceeding for the condemnation or requisition of the Mortgaged Property or any portion thereof, shall notify the Mortgagees of the pendency of such proceeding. The Mortgagees may

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participate in such proceeding, and the Mortgagor from time to time shall deliver to the Mortgagees all instruments requested by the Mortgagees to permit such participation. ----------

---------(f) Leases: Assignments. Mortgagor shall faithfully keep, observe and satisfy all the obligations on the part of the lessor to be kept, performed and satisfied under every lease from time to time in force with reference to the Mortgaged Property. Mortgagor hereby assigns to Mortgagees all rents and profits under any and all leases of the Mortgaged Property, provided, however, that Mortgagor shall be entitled to retain such rents and profits until a default hereunder, under the Mortgage Notes and/or under any agreement(s) pursuant to which the Mortgage Notes are pledged and/or assigned to the Mortgagees shall have occurred. At any time on notice from the Mortgagees, Mortgagor shall submit to the Mortgagees for examination all such leases and on the demand of the Mortgagees, shall execute and deliver a separate instrument collaterally assigning any or all such leases, or the rents and profits thereof, in form satisfactory to the Mortgagees. Nothing in this paragraph shall be deemed to constitute an agreement to subordinate this Mortgage to any leases with respect to the Mortgaged Property. ----------

------(g) Expenses. Mortgagor shall pay when due all fees and charges (including reasonable attorneys, fees) incurred by the Mortgagees incident to the transactions evidenced by the obligations (including, without limitation, the Mortgage Notes) secured by this Mortgage, the assurance of the security represented by this Mortgage, and incident to the enforcement of said obligations and this Mortgage, and such fees and charges shall be secured by the lien of this Mortgage. ----------

-----(h) Priority of Lien: Obligation to Cancel Mortgages. Mortgagor covenants and agrees that this Mortgage is and will be maintained as a valid first mortgage lien on the Mortgaged Property junior only to the liens and encumbrances described in paragraph SECOND of this public deed,

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if any. Mortgagor shall execute such documents and perform such acts as necessary or convenient in order to keep or maintain this Mortgage as a valid first mortgage lien on the Mortgaged Property, junior only to the liens and encumbrances described in paragraph SECOND of this public deed, if any. ----------

----------(i) After Acquired Mortgaged Property. All property of every kind acquired by the Mortgagor after the date hereof which, by the terms hereof, is required or intended to be subjected to the lien of this Mortgage shall, immediately upon the acquisition thereof by the Mortgagor, and without any further mortgage, conveyance, assignment or transfer, become subject to the lien of this Mortgage. The Mortgagor will do, execute, acknowledge and deliver all and every such further acts, conveyances, mortgages, and assurances as the Mortgagees shall reasonably require for accomplishing the purposes of this Mortgage. If any action or proceeding shall be instituted to recover possession of the Mortgaged Property or for the foreclosure of any other mortgage or for any other purpose affecting the Mortgaged Property or this Mortgage, the Mortgagor will immediately, upon service thereof on or by the Mortgagor, deliver to the Mortgagees a true copy of each precept, petition, summons, complaint, notice of motion, order to show cause, and all other process, pleadings and papers, however designated, served in any such action or proceeding. ----------

--------(j) Waiver and Modification: Fees and Expenses in Event of Redemption or Foreclosure. Whether or not for additional interest or other consideration paid or payable to the Mortgagees, no forbearance on the part of the Mortgagees or extension of the time for the payment of the whole or any part of the obligations secured hereby, whether oral or in writing, or any other indulgence given by the Mortgagees to Mortgagor or to any other party claiming any interest in or to the Mortgaged Property, shall operate to release or in any manner affect the original liability of

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Mortgagor, or the priority of this Mortgage or to limit, prejudice or impair any right of the Mortgagees, including, without limitation, the right to realize upon the security, or any part thereof, for the obligations secured hereby or any of them, notice of any such extension, forbearance or indulgence being hereby waived by Mortgagor and all those claiming by, through or under Mortgagor. No consent or waiver, express or implied, by the Mortgagees to or of any default by Mortgagor shall be construed as a consent or waiver to or of any further default in the same or any other term, condition, covenant or provision of this Mortgage or of the obligations secured hereby. In case pursuant to the laws of the Commonwealth of Puerto Rico redemption is had by Mortgagor after foreclosure proceedings have begun, the Mortgagees shall be entitled to collect all costs, charges and expenses incurred up to the time of redemption. ----------

------(k) Fixtures and Equipment. Mortgagor hereby grants to the Mortgagees to secure the payment and performance of the obligations under the Mortgage Notes and also to secure the performance of all agreements and covenants herein contained, a security interest in all chattels referred to in clause (f) of paragraph SIXTH and all fixtures located on or appertaining to the Mortgaged Property, now owned or hereafter acquired by Mortgagor (and all accessions thereto and the proceeds thereof). The Mortgagor covenants and agrees that, upon the subsequent acquisition of such fixtures or chattels, it will provide to the Mortgagees such further assurances as may be required by the Mortgagees to establish the Mortgagees' security interest in such fixtures or chattels. Mortgagor shall execute, deliver and cause to be recorded and filed from time to time with all necessary public offices, at Mortgagor's sole cost and expense, such instruments as will maintain the Mortgagees' priority of security in all fixtures and chattels.----------

------(l) Right of Mortgagees to Cure Default. If a default shall occur

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hereunder, under the Mortgage Notes and/or any obligation(s) secured by the pledge and/or assignment of the Mortgage Notes, beyond any applicable grace period, the Mortgagees shall have the right, after five (5) days prior written notice to Mortgagor, but without any obligation so to do, to cure such default for the account of Mortgagor. Without limiting the generality of the foregoing, Mortgagor hereby authorizes the Mortgagees to pay, at its option, all taxes, sewer use fees, water rates and assessments and other Impositions, with interest, costs and charges accrued thereon, which may at any time be a lien upon the Mortgaged Property, or any part thereof; to pay the premiums for any insurance required hereunder; to incur and pay reasonable expenses in protecting its rights hereunder and the security hereby granted; to pay any balance due and delinquent under any security agreement on any fixtures and equipment included as a part of the Mortgaged Property; and the payment of all amounts so incurred shall be secured hereby as fully and effectually as any other obligation of Mortgagor secured hereby. ----------

------(m) Notices. All notices, requests and other communications made or required to be given pursuant to this Mortgage shall be given to such address and in such manner as Mortgagor and Mortgagees may have furnished in writing to each other, respectively.----------

------(n) Successors and Assigns: Joint and Several Liability: Partial Invalidity. All the covenants and agreements of Mortgagor herein contained shall be binding upon Mortgagor and the executors, administrators, successors and assigns of Mortgagor. In case any one or more of the provisions of this Mortgage may be found to be invalid, or unenforceable for any reason or in any respect, such invalidity or unenforceability shall not limit or impair enforcement of any other provision thereof. ----------

------All benefits and agreements of Mortgagees herein contained shall be binding upon Mortgagees, their successors, assigns and future holder(s) of the Mortgage Notes.----------

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------(o) Modification. No change, amendment, modification, cancellation or discharge of this Mortgage, or any part hereof, shall be valid unless in writing and signed by the parties hereto or their respective successors and assigns. ----------

------(p) Captions. Section headings are inserted for convenience of reference only. They do not form part of this Mortgage and shall be disregarded for purposes of the interpretation of the terms of this Mortgage.----

---**EIGHTEENTH**: The Mortgage Notes referred to in paragraph THIRD of this public deed consist of two mortgage notes, one to the order of LOZADA-YEPES (the "Lozada-Yepes Mortgage Note") and one to the order of ANTONIO (the "Antonio Mortgage Note"). The Mortgage Notes are literally transcribed herein as follows: ----------

----------(A) The Lozada-Yepes Mortgage Note:----------

"----------MORTGAGE NOTE ----------

---VALUE: ($337,500) ----------DUE: July 13, 2025 ------

---FOR VALUE RECEIVED, the undersigned promises to pay to the order of FRANK LOZADA CONTRERAS and DAMARIS YEPES RUIZ the principal sum of THREE HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($337,500), with no interest and payable in full on the second (2nd) anniversary of the execution of this Mortgage Note, that is on July thirteen (13), two thousand twenty-five (2025). The principal payment shall be made at the office or domicile of the bearer within the Commonwealth of Puerto Rico, or at such other place as the bearer may from time to time designate in writing. ----------

---If the undersigned fails to pay the principal amount outstanding under this Mortgage Note on the date of maturity hereof, the obligation shall thereafter accrue interest at a rate per annum equal to five percent (5%), effective from the date of the default and until final payment of the obligation evidenced hereunder. The application of the default interest rate shall not be construed as a waiver of any other right of the holder of this Mortgage Note, including the right to demand payment, declare an event of default or take any other action it may be entitled to take.--------

---The undersigned hereby waives presentment, protest, demand and notice of non-payment. ----------

---This Mortgage Note is secured by a mortgage constituted by Deed Number Nine (9), executed on July thirteen (13), two thousand twenty-three (2023), in San Juan, Puerto Rico, before Notary Jorge Antonio Morales Cordero, and the holder of this Mortgage Note is entitled to the benefit and security of all of the provisions and conditions set forth in said Deed of Mortgage. ----------

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---This Mortgage Note is in *pari-passu* rank and priority with a mortgage note issued by the undersigned on this same date, to the order of ANTONIO LOZADA CONTRERAS, in the principal sum of THREE HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($337,500), secured by the aforementioned mortgage.--------

---Should the holder of this note undertake legal proceedings for the collection hereof, the undersigned (i) agrees to pay an additional liquidated sum equal to ten percent (10%) of the principal amount of this note to cover attorneys' fees, court costs and expenses; and (ii) submits to the venue selected by said holder for such legal proceedings. ----------

---In San Juan, Puerto Rico, on this thirteenth (13th) day of July, two thousand twenty-three (2023). ----------

---CABO ROJO LAND ACQUISITION LLC ----------
---[Signed] ----------
---[By: Gladys Omayra Fontánez Reyes]----------
---[Title: Authorized Representative]----------

---Affidavit No.: 12,359 ----------

---Acknowledged and subscribed before me in San Juan, Puerto Rico, on this thirteenth (13th) day of July, two thousand twenty-three (2023), by Gladys Omayra Fontánez Reyes, in her capacity as Authorized Representative of Cabo Rojo Land Acquisition LLC, who is personally known to me. ----------

---[Signed: Jorge A. Morales Cordero] ----------
---Notary ----------
---[Notarial Seal]" ----------

----------(B) The Antonio Mortgage Note: ----------

"----------MORTGAGE NOTE ----------

---VALUE: ($337,500) ----------DUE: July 13, 2025 ------

---FOR VALUE RECEIVED, the undersigned promises to pay to the order of ANTONIO LOZADA CONTRERAS the principal sum of THREE HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($337,500), with no interest and payable in full on the second (2nd) anniversary of the execution of this mortgage note, that is on July thirteen (13), two thousand twenty-five (2025). The principal payment shall be made at the office or domicile of the bearer within the Commonwealth of Puerto Rico, or at such other place as the bearer may from time to time designate in writing. ----------

---If the undersigned fails to pay the principal amount outstanding under this Mortgage Note on the date of maturity hereof, the obligation shall thereafter accrue interest at a rate per annum equal to five percent (5%), effective from the date of the default and until final payment of the obligation evidenced hereunder. The application of the default interest rate shall not be construed as a waiver of any other right of the holder of this Mortgage Note, including the right to demand payment, declare an event of default or take any other action it may be entitled to take.--------

---The undersigned hereby waives presentment, protest, demand and notice of non-payment. ----------

---This Mortgage Note is secured by a mortgage constituted by Deed Number Nine (9), executed on July thirteen (13), two thousand twenty-

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three (2023), in San Juan, Puerto Rico, before Notary Jorge Antonio Morales Cordero, and the holder of this Mortgage Note is entitled to the benefit and security of all of the provisions and conditions set forth in said Deed of Mortgage. ----------

---This Mortgage Note is in *pari-passu* rank and priority with a mortgage note issued by the undersigned on this same date, to the order of FRANK LOZADA CONTRERAS and DAMARIS YEPES RUIZ, in the principal sum of THREE HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($337,500), secured by the aforementioned mortgage. ----------

---Should the holder of this note undertake legal proceedings for the collection hereof, the undersigned (i) agrees to pay an additional liquidated sum equal to ten percent (10%) of the principal amount of this note to cover attorneys' fees, court costs and expenses; and (ii) submits to the venue selected by said holder for such legal proceedings. ----------

---In San Juan, Puerto Rico, on this thirteenth (13th) day of July, two thousand twenty-three (2023). ----------

---CABO ROJO LAND ACQUISITION LLC ----------
---[Signed] ----------
---[By: Gladys Omayra Fontánez Reyes]----------
---[Title: Authorized Representative]----------

---Affidavit No.: 12,360 ----------

---Acknowledged and subscribed before me in San Juan, Puerto Rico, on this thirteenth (13th) day of July, two thousand twenty-three (2023), by Gladys Omayra Fontánez Reyes, in her capacity as Authorized Representative of Cabo Rojo Land Acquisition LLC, who is personally known to me. ----------

---[Signed: Jorge A. Morales Cordero] ----------
---Notary ----------
---[Notarial Seal]" ----------

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

---**NINETEENTH:** Various Sums. (i) The amount of the mortgage credit constituted and created to secure payment of the Mortgage Notes is SIX HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($675,000). ----------

-----(ii) The "interest credit" is SIXTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($67,500).----------

-----(iii) The "credit for additional advances" is SIXTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($67,500).----------

-----(iv) The "credit for liquidated damages" is SIXTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($67,500).----------

-----(v) The "Foreclosure Valuation" is SIX HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($675,000).----------

PLL
G.J.F.R.

---**TWENTHIETH:** Mortgagee. LOZADA-YEPES and ANTONIO hereby acknowledge receipt of the originals of the Mortgage Notes from Mortgagor. ----------

----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ----------

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstract was prepared by Capital Title Services Inc. and is dated June thirty (30), two thousand twenty-three (2023);----------

-----(c) that subsequent to the date of such title abstract and before the presentation for recording of this public deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this public deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry as of the date of the title abstract. ----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification; ----------

-----(e) the right of the BUYER to obtain a title insurance policy that

JORGE A. MORALES CORDERO ABOGADO NOTARIO

ALL

G.D.F.R.

guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, *et seq.*;----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property;----------

-----(h) of the importance of recording a copy of this Deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this Deed is not recorded at the Registry; ----------

-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property;----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations;----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its contents.----------

-----(l) of the need and consequences to the SELLERS of filing the *Planilla Informativas Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles* with the Puerto Rico Treasury Department; and --------

-----(m) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et seq.*, is of application. The foregoing statute, and the regulations

JORGE A. MORALES CORDERO ABOGADO NOTARIO

promulgated thereunder, impose on the Seller, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the seller and its agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed. ----------

----------**READING, ACCEPTANCE AND EXECUTION** ----------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their initials on each page thereof. ----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

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ALC
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MORELL · CARTAGENA · DAPENA

JORGE ANTONIO MORALES CORDERO

Plaza 273 Suite 700
273 Ponce de León
San Juan, PR 00917-1934
787-723-1233; 787-729-1974
jorge.morales@mbcdlaw.com

CERTIFIED COPY OF DEED NUMBER THIRTY-SEVEN (37)

PURCHASE AND SALE

EXECUTED IN SAN JUAN, PUERTO RICO
ON NOVEMBER 9, 2023

BEFORE:

JORGE ANTONIO MORALES CORDERO

BY:

ISMAEL TEXIDOR PAGÁN
LILLIAM BIRRIEL OROZCO

("SELLERS")

AND

CABO ROJO LAND ACQUISITION LLC

("BUYER")

----------**DEED NUMBER THIRTY-SEVEN (37)**----------

----------**PURCHASE AND SALE** ----------

---In San Juan, Puerto Rico, on November nine (9), two thousand twenty-three (2023). ----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with residence and offices in San Juan, Puerto Rico.----------

----------**APPEAR**----------

---AS THE PARTY OF THE FIRST PART: **ISMAEL TEXIDOR PAGÁN**, of legal age, single, property owner and resident of Locust Grove, Virginia, United States of America (hereinafter, "Ismael") --------

---AS THE PARTY OF THE SECOND PART: **LILLIAM BIRRIEL OROZCO**, of legal age, single, property owner and resident of Carolina, Puerto Rico (hereinafter, "Lilliam"). ----------

---Ismael and Lilliam will be sometimes referred to jointly as, "Sellers."

---AS THE PARTY OF THE THIRD PART: **CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "Buyer"), a limited liability company organized, existing and in good standing under the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, GLADYS OMAYRA FONTÁNEZ REYES, who is of legal age, single, attorney at law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this Deed arises from a Certificate of Resolution of Buyer signed by Eileen Sawyer, as Manager of Buyer, on November six (6), two thousand twenty-three (2023), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engines of the Department of State and the Office of Information Technology Services of the State of New York. I further certify that I

JORGE A. MORALES CORDERO ABOGADO NOTARIO

have examined the aforesaid Certificate of Resolution of Buyer and that it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law, to authorize Ms. Fontánez Reyes to appear herein on behalf of Buyer. ----------

---I hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective age, civil status, occupation and residence. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily,----------

----------**STATE AND AGREE**----------

---**FIRST:** Sellers are the sole owners in fee simple title ("*pleno dominio*") and have the possession of the parcel of land described in the Spanish language as follows (hereinafter, the "Property"): ----------

---"RÚSTICA: Solar marcado con el número uno (1) en el Plano de Inscripción radicado en el Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida de tres mil ochocientos cuarenta punto tres mil trecientos cincuenta y cinco metros cuadrados (3,840.3355 m.c.), equivalentes a cero punto nueve mil setecientos setenta y una (0.9771) cuerdas. En lindes por el NORTE, con una alineación de treinta y seis punto cero veintidós (36.022) metros lineales, con un área dedicada única y exclusivamente a uso público, marcada Zona Marítima en el Plano de Inscripción denominado "A" dedicarse a Zona Marítimo terrestre y que la separa de la Zona Marítima y el Mar Caribe; por el SUR, en una alineación de treinta y cuatro punto novecientos setenta y dos (34.972) metros lineales, con una servidumbre de paso de diez (10.00) metros de ancho a lo largo de dicha colindancia de los cuales cinco (5) metros pertenecen a la parcela aquí segregada y descrita, con el solar marcado cinco (5) a segregarse según el Plano de Inscripción el cual es parte de la finca principal de la cual se segrega; por el ESTE, en una alineación de ciento catorce punto ciento veintinueve (114.129) metros lineales, con un solar marcado número dos (2), a segregarse según el Plano de Inscripción y que forma parte de la finca principal de la cual se segrega; y por el OESTE, en una alineación de ciento cinco punto cuatrocientos noventa y siete (105.497) metros lineales, con una servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5) pertenecen a esta parcela, y que la separa de la parcela cuarenta y dos (42) de Enrique Carlo Aymat." ----------

---The Property is identified in the Registry of Property of Puerto Rico (the "Registry") as property number 29,700, recorded at page 214 of volume 875 of Cabo Rojo, San Germán section of the Registry.----------

---The tax identification number ("*número de catastro*") assigned to the

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Property by the Municipal Revenues Collection Center ("CRIM") is 402-007-327-01-000. ----------

---The Property was acquired by Sellers, while being married to each other, pursuant to Deed Number Five (5), executed in Cabo Rojo, Puerto Rico, on June seventeen (17), two thousand twenty (2020), before Notary Laura R. Domínguez Llerandi, filed and pending recordation at *Karibe* entry 2020-035888-SG01. The matrimony of Ismael and Lilliam was terminated and dissolved pursuant to a judgment issued on October thirteen (13), two thousand twenty-three (2023) by the Puerto Rico Court of First Instance, Carolina part, under Case Number CA2023RF00374, entered by the court's clerk on October twenty-four (24), two thousand twenty-three (2023). By its own terms, the divorce judgment is firm and final from the date of entry thereof. Therefore, Ismael and Lilliam appear herein to sell, convey and transfer to Buyer their undivided participations in the Property. ----------

----------**LIENS AND ENCUMBRANCES** ----------

---By its origin, the Property is subject to restrictive conditions of use and construction. ----------

---By itself, the Property is subject to: ----------

----(A) Easement for the benefit of the Property, as dominant estate, constituted over properties number 29,702, 29,703 and 18,803, recorded at page 214 of volume 875 of Cabo Rojo, marginal note under inscription first (1st) of the Property. ----------

----(B) Mortgage (hereinafter, the "Mortgage") to secure a promissory note in the principal sum of One Hundred Sixteen Thousand Two Hundred Fifty Dollars ($116,250), payable to *Cooperativa de Ahorro y Crédito de Cabo Rojo*, or its order ("Mortgagee"), with annual interest at eight point five percent (8.5%), payable on demand, constituted pursuant to Deed Number Sixteen (16), executed in Cabo Rojo, Puerto Rico, on June seventeen (17), two thousand twenty (2020), before Notary Jessica

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Rodríguez Camacho, filed and pending recordation at *Karibe* entry 2020-035897-SG01. The Mortgage will be cancelled by Seller after the execution of the present Deed, as more particularly set forth below-------

---**SECOND:** On May twenty-two (22), two thousand twenty-three (2023), Sellers granted to Buyer's affiliate, PR INVESTCO LLC ("PR Investco"), an option to purchase the Property, pursuant to a *Sales Contract* (hereinafter, the "Purchase Agreement") executed on such date. The parties hereto acknowledge and agree that PR Investco has assigned to Buyer all of its rights and obligations under the Purchase Agreement, and that Buyer is the permitted assignee and successor of PR Investco thereunder. ----------

----------**PURCHASE AND SALE**----------

---**THIRD:** In accordance with the Purchase Agreement, Sellers hereby sell, convey and transfer fee simple title ("*pleno dominio*") to the Property and the possession thereof to Buyer, and Buyer hereby purchases from Sellers fee simple title ("*pleno dominio*") to the Property and the possession thereof, in accordance with the following ----------

----------**TERMS AND CONDITIONS**----------

-----One: The purchase price of the Property is the lump sum of **ONE MILLION DOLLARS ($1,000,000)** (hereinafter the "Purchase Price").

-----Two: The Purchase Price has been paid as follows: ----------

----------A. The sum of One Hundred Thousand Dollars ($100,000) was paid by Buyer to Sellers concurrently with the execution of the Purchase Agreement, which amount is being applied in its entirety to the Purchase Price;----------

---------B. The amount of One Hundred One Thousand Seven Hundred Ninety-Two Dollars and Twenty-Eight Cents ($101,792.28) is being retained by Buyer to pay in full the outstanding balance of the loan guaranteed by the Mortgage, which sum will be delivered to Mortgagee immediately after the execution of the present Deed; and----------

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---------C. The sum of Seven Hundred Ninety-Eight Thousand Two Hundred Seven Dollars and Seventy-Two Cents ($798,207.72) has been paid by Buyer to Sellers concurrently with the execution hereof, and Sellers hereby acknowledge receipt thereof.----------

-----Three: Buyer acknowledges that the cancellation of the Mortgage at the Registry is subject to the production by Mortgagee of the original mortgage note and the execution and presentation of the corresponding deed of cancellation of mortgage. ----------

-----Four: Buyer shall be entitled to the immediate possession of the Property, without any additional formality, document or request. ---------

-----Five: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of Sellers and, thereafter, for the account of Buyer. ----------

-----Six: Sellers hereby deliver to Buyer fee simple title to the Property, vacant, and free and clear of all liens, encumbrances or defects, except as otherwise provided herein. ----------

-----Seven: Buyer specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) Sellers hereby sell and Buyer hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from Sellers or any of Sellers' agents, employees, members, representatives, attorneys or brokers (each such party, a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by Sellers to Buyer (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion

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thereof, its facilities, soils, geology, and groundwater; (b) the dimensions, area, and size of the Property; (c) the development or income potential, or rights of or relating to the Property or the adequacy of the Property for any particular purpose, (d) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of Buyer or any other person to obtain any necessary governmental approvals, licenses, or permits for Buyer's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters regarding the operation of the Property. Buyer further acknowledges and agrees that Sellers are under no duty to make any inquiry regarding any matter that may or may not be known to Sellers or any Seller Affiliate. Upon execution of this public deed, Buyer shall assume the risk of adverse matters relating to adverse investigations, and Buyer, upon execution of this public deed, shall be deemed to have waived, relinquished and released Sellers and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which Buyer might have asserted or alleged or may assert or allege in the future against Sellers or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution of this deed. ----------

-----Eight: Sellers represent and warrant to Buyer that, to the best of

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Sellers' knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that, to the best of Sellers' knowledge, the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----Nine: The notarial fees, stamps on the original, stamps on the first certified copy, filing and recording rights of this Deed at the Registry will be paid by Buyer.----------

-----Ten: This Deed will be interpreted and governed in accordance with the laws of the Commonwealth of Puerto Rico. The appearing parties submit themselves to the exclusive jurisdiction of the Court of First Instance of the Commonwealth of Puerto Rico in the event of any litigation arising out of this Deed.----------

-----Eleven: All notices to the parties pursuant to this Deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

----TO SELLERS: ----------

------ISMAEL TEXIDOR PAGÁN ----------
------109 Seven Pines Dr. ----------
------Locust Grove, Virginia 22508 ----------
------Electronic Mail: itp19654444@yahoo.com----------

------LILLIAM BIRRIEL OROZCO ----------
------Urb. José S. Quiñones, 263 Calle 9 ----------
------Carolina, Puerto Rico 00985 ----------
------Electronic Mail: lilliam.bo10@gmail.com----------

----TO BUYER:----------

------CABO ROJO LAND ACQUISITION LLC ----------
------733 Third Avenue ----------
------New York, NY 10017 ----------
------Attention: Eileen Sawyer ----------
------Electronic Mail: roberto.ruiz@ccgc.com.do----------

-----Eleven: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

-----Twelve: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the remaining provisions of this Deed will continue in full

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force and effect.----------

-----Thirteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver such documents or instruments, public or private, which may be necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any correction deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of Buyer, except that each party shall bear the fees of their respective counsel.----------

---**FOURTH:** Non-Resident Withholding. The authorizing Notary advises the parties that Section 1062.08 (g) of the Puerto Rico Internal Revenue Code of 2011, as amended (the "Tax Code"), 13 L.P.R.A. § 30278, requires the buyer of real property to withhold an amount equivalent to fifteen percent (15%) of the purchase price, to any United States citizen not residing in Puerto Rico during the tax year on which the sale transaction is consummated. For purposes of the relevant provisions of the Tax Code, "purchase price" means the total payment(s) made by the buyer under the purchase deed, reduced by: ----------

-----(a) the price for which seller acquired the property, as reflected in the corresponding public deed or private acquisition instrument. ----------

-----(b) the notarial tariff, internal revenue stamps and recordation fees paid by seller in connection with the cancellation of mortgages over the property; and ----------

-----(c) the commission paid by seller to the real estate agent in connection with the sale of the property.----------

---The Tax Code does not allow for any deduction in addition to the above items. Buyer is hereby advised by the Notary that if the non-

JORGE A. MORALES CORDERO
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resident withholding is not made as required by the Tax Code, Buyer will be liable before the Secretary of the Treasury for the payment of all amounts that should have been withheld. ----------

---**FIFTH:** The Notary advises Buyer as to the importance of filing the corresponding property change of ownership application before the CRIM, and to obtain, prior to the execution of this deed, a certification indicating whether any sums related to property taxes are owed by Sellers. Pursuant to applicable law, Buyer is responsible for filing at the CRIM the corresponding application for property tax exemption and /or change of ownership, within thirty (30) days from the date of execution hereof. Buyer hereby declares that it is fully aware of the aforementioned obligations and releases the undersigned Notary from this responsibility.

----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ---

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstract was prepared by Capital Title Services Inc. and is dated October thirty (30), two thousand twenty-three (2023);----------

-----(c) that after the date of such title abstract and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry as of the date of

JORGE A. MORALES CORDERO
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the title abstract.----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification; ----------

-----(e) of the right of the Buyer to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.;----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property;----------

-----(h) of the importance of recording a copy of this deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this deed is not recorded at the Registry;----------

-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property;----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations;----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its contents.----------

JORGE A. MORALES CORDERO
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-----(l) of the need and consequences to the Sellers of filing the *Planilla Informativa Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles* with the Puerto Rico Treasury Department; and ----------

-----(m) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et seq.*, is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Sellers, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the Sellers and their agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed. ----------

----------**READING, ACCEPTANCE AND EXECUTION** ----------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their

JORGE A. MORALES CORDERO
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initials on each page thereof. ----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

---Signed, sealed, marked and flourished by the authorizing Notary, Jorge Antonio Morales Cordero. ----------

---Therein also appear the signature of the appearing parties and their initials on the margin of each page. The corresponding internal revenue stamps, legal assistant stamps and the notarial tax stamp are adhered thereon. ----------

---I, the Notary, CERTIFY that the foregoing is a true and exact copy of Deed Number Thirty-Seven (37), which contains twelve (12) pages (folios), the original of which forms part of my protocol of public instruments for the year two thousand twenty-three (2023). ----------

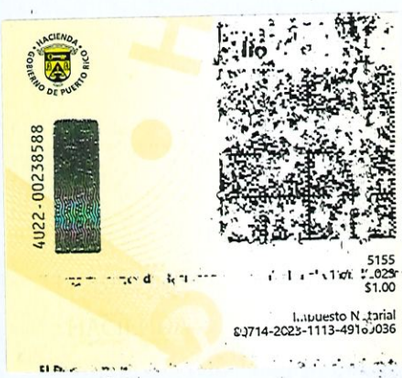
---IN WITNESS WHEREOF, and to deliver to Cabo Rojo Land Acquisition LLC, I issue the first certified copy, which I sign, seal, mark and flourish in San Juan, Puerto Rico, on November nine (9), two thousand twenty-three (2023). ----------

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

NOTARY

JORGE A. MORALES CORDERO
ABOGADO NOTARIO







DEPARTAMENTO *de* JUSTICIA
ESTADO LIBRE ASOCIADO DE PUERTO RICO

CERTIFICACIÓN DEL NOTARIO QUE PRESENTA DOCUMENTO EN EL REGISTRO DE LA PROPIEDAD INMOBILIARIA DE PUERTO RICO POR LA VÍA TELEMÁTICA

CERTIFICO: Que la copia en formato PDF de la Escritura Núm. Treinta y Siete (37), sobre Compraventa ("*Purchase and Sale*"), autorizada por mí en San Juan el nueve (9) de noviembre de dos mil veintitrés (2023), que estoy presentando en esta fecha en el Registro de la Propiedad, es una copia fiel y exacta de la copia certificada de dicha escritura.

En San Juan, Puerto Rico, hoy trece (13) de noviembre de dos mil veintitrés (2023).

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

Notario

CONTRATO DE PROMESA RECIPROCA DE COMPRAVENTA

En San Juan, Puerto Rico, a dos (2) de octubre de dos mil veintitrés (2023),

COMPARECEN:

DE LA PRIMERA PARTE: FIDEICOMISO I.V.G., un fideicomiso organizado y existente al amparo de las leyes de Puerto Rico, creado mediante la Escritura Número Treinta y Cuatro (34), otorgada en Mayaguez, Puerto Rico, el dieciocho (18) de agosto del año dos mil nueve (2009), ante el notario público Luis Roberto Santos (en adelante el "FIDEICOMISO"). Comparece en representación del FIDEICOMISO, su fiduciaria, PEMARIS GONZALEZ SUAREZ, quien es mayor de edad, soltera, ama de casa y vecina de Cabo Rojo, Puerto Rico (en adelante la "FIDUCIARIA");

DE LA SEGUNDA PARTE: ILLIANEDMARIS VEGA GONZALEZ, mayor de edad, soltera, propietaria y vecina de Barceloneta, Puerto Rico, quien comparece a este contrato en su carácter de beneficiaria del FIDEICOMISO (en adelante la "BENEFICIARIA" o "ILLIANEDMARIS");

DE LA TERCERA PARTE: PEMARIS GONZALEZ SUAREZ, en su carácter personal, quien es mayor de edad, soltera, ama de casa y vecina de Barceloneta, Puerto Rico (en adelante "PEMARIS");

D.F.R. I.V.G. I.V.G.

DE LA CUARTA PARTE: BAHIA BONITA, INC., una corporación que fue organizada y existente al amparo de las leyes de Puerto Rico con el número de registro uno tres nueve tres cuatro cuatro (139344), cuyo Certificado de Incorporación fue revocado el día dieciséis (16) de abril de dos mil catorce (2014) a las doce y un minuto de la mañana (12:01 am) (en adelante "BAHIA BONITA"), representada en este contrato por ILLIANEDMARIS, quien es la única heredera del único accionista conocido de BAHIA BONITA, el fenecido Francisco Vega Montalvo.

DE LA QUINTA PARTE: CABO ROJO LAND ACQUISITION LLC (en adelante la "COMPRADORA" o la "PARTE COMPRADORA"), una sociedad de responsabilidad limitada organizada y existente al amparo de las leyes del Estado Libre Asociado de Puerto Rico, con el número de seguro social patronal 66-0920011, representada en este contrato por su Representante Autorizada, GLADYS OMAYRA FONTANEZ REYES, mayor de edad, soltera, abogada y vecina de San Juan, Puerto Rico, quien está debidamente autorizada para representar a la COMPRADORA en el presente contrato, según surge de "Certificate of Resolution of CABO ROJO LAND ACQUISITION LLC", firmada en Nueva York, Estados Unidos de América, por Eileen Sawyer, en su capacidad de gerente de CABO ROJO LAND ACQUISITION LLC, el veintiuno (21) de septiembre de dos mil veintitrés (2023), ante el notario público de Nueva York Eric Orenstein; y

DE LA SEXTA PARTE: JOSÉ ENRIQUE PEREZ CRUZ, también conocido como José E. Pérez (en adelante el "CORREDOR"), quien es mayor de edad, casado, vecino

de Bayamón, Puerto Rico y corredor de bienes raíces con licencia de Puerto Rico número 10478; y libre y voluntariamente

EXPONEN Y CONVIENEN:

PRIMERO: BAHIA BONITA es dueña en pleno y absoluto dominio y tiene la posesión quieta y pacífica de una (1) parcela de terreno localizada en Boquerón, Cabo Rojo, Puerto Rico, la cual tiene la siguiente descripción legal según el Registro de la Propiedad de Puerto Rico (el "Registro") y la cual será denominada el "INMUEBLE UNO (1)" en adelante en el presente contrato:

INMUEBLE UNO (1)

"RUSTICA: Parcela marcada con el número treinta y cuatro (34) del Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida de cinco cuerdas (5.0000 cdas.) equivalentes a una (1) hectárea, noventa y seis (96) áreas, y sesenta (60) centiáreas. En lindes, por el NORTE, con las parcelas número veinte (20) y veintiuno (21) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela; por el SUR, con la parcela número treinta y cinco (35) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela; por el ESTE, con la parcela número ciento diez (110) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela; y por el OESTE, con las parcelas número veintidós (22) y veintitrés (23) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela.

El INMUEBLE UNO (1) está inscrito a favor de BAHIA BONITA al folio doscientos sesenta y cinco (265) del tomo quinientos nueve (509) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos ochenta y seis (18,786).

BAHIA BONITA adquirió el INMUEBLE UNO (1), mediante la escritura número cincuenta y ocho (58), otorgada en Mayaguez, Puerto Rico, el día seis (6) de abril de dos mil cuatro, ante el notario público Luis Roberto Santos, inscrita al folio ciento veintisiete (127) del tomo ochocientos cuarenta y uno (841) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos ochenta y seis (18,786), inscripción cuarta (4ta.).

Según el Registro, el INMUEBLE UNO (1), por su procedencia, está libre de cargas y gravámenes.

Según el Registro, por sí, el INMUEBLE UNO (1) está sujeto a:

(a) Condiciones Restrictivas, constituidas mediante la escritura número ciento treinta y tres (133), otorgada en Mayaguez, Puerto Rico, el día veinte (20) de noviembre de dos

mil tres (2003), ante el notario público Luis Roberto Santos, inscrita al folio ciento veintisiete (127) del tomo ochocientos cuarenta y uno (841) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos ochenta y seis (18,786), inscripción tercera (3ra.); y

(b) Hipoteca en garantía de un pagaré a favor del portador, o a su orden, por la suma de principal de un millón quinientos setenta y un mil cuatrocientos veintiocho dólares con cincuenta y cuatro centavos ($1,571,428.54), de los cuales el INMUEBLE UNO (1) responde por ciento cuarenta y dos mil ochocientos cincuenta y siete dólares con catorce centavos ($142,857.14), sin intereses, vencedero a la presentación, constituida la hipoteca mediante la escritura número cincuenta y nueve (59) otorgada en Mayaguez, Puerto Rico, el día seis (6) de abril de dos mil cuatro (2004), ante el notario público Luis Roberto Santos, e inscrita al folio ciento veintisiete (127) del tomo ochocientos cuarenta y uno (841) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos ochenta y seis (18,786), inscripción quinta (5ta.).

El número de catastro asignado por el Centro de Recaudación de Ingresos Municipales ("CRIM") al INMUEBLE UNO (1) es el cuatrocientos dos guión cero diecinueve guión trescientos veintisiete guión sesenta y ocho guión cero cero cero (402-019-327-68-000).

SEGUNDO: El FIDEICOMISO es dueño en pleno y absoluto dominio y tiene la posesión quieta y pacífica de una (1) parcela de terreno localizada en Boquerón, Cabo Rojo, Puerto Rico, la cual tiene la siguiente descripción legal según el Registro y la cual será denominada el "INMUEBLE DOS (2)" en adelante en el presente contrato:

INMUEBLE DOS (2)

"RUSTICA: Parcela marcada con el número treinta y cinco (35) del Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de diecinueve mil seiscientos cincuenta y nueve punto veinticinco metro cuadrados (19,659.25 m.c.), equivalentes a cinco punto cero cero diecinueve (5.0019) cuerdas. En lindes, por el NORTE, con su camino de acceso de once (11.00) metros de ancho el cual lo separa de la parcela doce (12) de Monte Carlo Development Corporation y de la parcela cuarenta y siete (47) de Ricardo E. Carlo Díaz; por el SUR, con Carment Cecilia Fas; por el ESTE, con la parcela número cincuenta y dos (52) de Monte Carlo Development Corporation; y por el OESTE, con la parcela número treinta y seis (36) de Carlos J. Meléndez, antes Monte Carlo Development Corporation."

El INMUEBLE DOS (2) está inscrito al folio doscientos setenta y uno (271) del tomo quinientos nueve (509) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos ochenta y siete (18,787).

El FIDEICOMISO adquirió el INMUEBLE DOS (2), mediante cesión y transferencia que le hiciera BAHIA BONITA al FIDEICOMISO mediante la escritura número treinta y cuatro (34), otorgada en Mayaguez, Puerto Rico, el día dieciocho (18) de agosto de dos mil nueve (2009), ante el notario público Luis Roberto Santos (en adelante la "ESCRITURA 34"), presentada el día veintiséis (26) de agosto de dos mil nueve (2009) al asiento novecientos (900) del diario setecientos sesenta y ocho (768) de Cabo Rojo, Sección de San Germán del Registro y vuelta a presentar el día veintisiete (27) de noviembre de dos mil veintidós (2022), al asiento dos mil veintidós guión uno cinco uno seis uno tres guión SG cero uno (2022-151613-SG01) del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

Según el Registro, el INMUEBLE DOS (2), por su procedencia, está libre de cargas y gravámenes.

Según el Registro, por sí, el INMUEBLE DOS (2) está sujeto a:

(a) Condiciones Restrictivas, constituidas mediante la escritura número ciento treinta y tres (133), otorgada en Mayaguez, Puerto Rico, el día veinte (20) de noviembre de dos mil tres (2003), ante el notario público Luis Roberto Santos, inscrita al folio ciento treinta y seis (136) del tomo ochocientos cuarenta y uno (841) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos ochenta y siete (18,787), inscripción tercera (3ra.);

(b) Hipoteca en garantía de un pagaré a favor del portador, o a su orden, por la suma de principal de un millón quinientos setenta y un mil cuatrocientos veintiocho dólares con cincuenta y cuatro centavos ($1,571,428.54), de los cuales el INMUEBLE DOS (2) responde por ciento cuarenta y dos mil ochocientos cincuenta y siete dólares con catorce centavos ($142,857.14), sin intereses, vencedero a la presentación, constituida la hipoteca mediante la escritura número cincuenta y nueve (59) otorgada en Mayaguez, Puerto Rico, el día seis (6) de abril de dos mil cuatro (2004), ante el notario público Luis Roberto Santos, e inscrita al folio ciento treinta y seis (136) del tomo ochocientos cuarenta y uno (841) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos ochenta y siete (18,787), inscripción quinta (5ta.); y

(c) Hipoteca en garantía de un pagaré a favor de PEMARIS y Fernando Alberto Diez Antongiorgi, o a su orden, por la suma principal de un millón ochocientos mil dólares ($1,800,000), respondiendo el INMUEBLE DOS (2) por cien mil dólares ($100,000), sin intereses, vencedero en cinco (5) años, constituida la hipoteca mediante la escritura número treinta y cinco (35), otorgada en Mayaguez, Puerto Rico, el día dieciocho (18) de agosto de dos mil nueve (2009), ante el notario público Luis Roberto Santos, presentada el día veintiséis (26) de agosto de dos mil nueve (2009), al asiento novecientos uno (901), del diario setecientos sesenta y ocho (768) de Cabo Rojo, Sección de San Germán del Registro y vuelta a presentar el día veintidós (22) de noviembre de dos mil veintidós (2022), al asiento dos mil veintidós guión uno cinco uno seis dos tres guión SG cero uno (2022-151623-SG01 del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

El número de catastro asignado por el CRIM al INMUEBLE DOS (2) es el cuatrocientos dos guión cero veintinueve guión trescientos veintisiete guión cincuenta y siete guión cero cero cero (402-029-327-57-000).

TERCERO: El FIDEICOMISO es dueño en pleno y absoluto dominio y tiene la posesión quieta y pacífica de una (1) parcela de terreno localizada en Boquerón, Cabo Rojo, Puerto Rico, la cual tiene la siguiente descripción legal según el Registro y la cual será denominada el "INMUEBLE TRES (3)" en adelante en el presente contrato:

INMUEBLE TRES (3)

"RUSTICA: Parcela número cuarenta y cinco (45), radicada en el Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida de cinco cuerdas (5.0000 cdas.) equivalentes a una (1) hectárea, noventa y seis (96) áreas, y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número cuarenta y cuatro (44) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela; por el SUR, con la parcela número cuarenta y seis (46) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela; por el ESTE, con la parcela número ciento diez (110) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela; y por el OESTE, con la parcela número ocho (8) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela."

El INMUEBLE TRES (3) está inscrito al folio siete (7) del tomo quinientos diez (510) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos noventa y tres (18,793).

G.D.F.R.
I.V.G.
I.V.G.
FGS
FGS
JEP

El FIDEICOMISO adquirió el INMUEBLE TRES (3), mediante cesión y transferencia que le hiciera BAHIA BONITA al FIDEICOMISO mediante la ESCRITURA 34, presentada el día veintiséis (26) de agosto de dos mil nueve (2009) al asiento novecientos (900) del diario setecientos sesenta y ocho (768) de Cabo Rojo, Sección de San Germán del Registro y vuelta a presentar el día veintisiete (27) de noviembre de dos mil veintidós (2022), al asiento dos mil veintidós guión uno cinco uno seis uno tres guión SG cero uno (2022-151613-SG01) del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

Según el Registro, el INMUEBLE TRES (3), por su procedencia, está libre de cargas y gravámenes.

Según el Registro, por sí, el INMUEBLE TRES (3) está sujeto a:

(a) Condiciones Restrictivas, constituidas mediante la escritura número ciento treinta y tres (133), otorgada en Mayaguez, Puerto Rico, el día veinte (20) de noviembre de dos mil tres (2003), ante el notario público Luis Roberto Santos, inscrita al folio ciento setenta y cinco (175) del tomo ochocientos cuarenta y uno (841) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos noventa y tres (18,793), inscripción tercera (3ra.);

(b) Hipoteca en garantía de un pagaré a favor del portador, o a su orden, por la suma de principal de un millón quinientos setenta y un mil cuatrocientos veintiocho dólares con cincuenta y cuatro centavos ($1,571,428.54), de los cuales el INMUEBLE TRES (3) responde por ciento cuarenta y dos mil ochocientos cincuenta y siete dólares con catorce centavos ($142,857.14), sin intereses, vencedero a la presentación, constituida la hipoteca mediante la escritura número cincuenta y nueve (59) otorgada en Mayaguez, Puerto Rico, el día seis (6) de abril de dos mil cuatro (2004), ante el notario público Luis Roberto Santos, e inscrita al folio ciento setenta y cinco (175) del tomo ochocientos cuarenta y uno (841) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos noventa y tres (18,793), inscripción quinta (5ta.); y

(c) Hipoteca en garantía de un pagaré a favor de PEMARIS y Fernando Alberto Diez Antongiorgi, o a su orden, por la suma principal de un millón ochocientos mil dólares ($1,800,000), respondiendo el INMUEBLE TRES (3) por doscientos mil dólares ($200,000), sin intereses, vencedero en cinco (5) años, constituida la hipoteca mediante la escritura número treinta y cinco (35), otorgada en Mayaguez, Puerto Rico, el día dieciocho (18) de agosto de dos mil nueve (2009), ante el notario público Luis Roberto Santos, presentada el día veintiséis (26) de agosto de dos mil nueve (2009), al asiento novecientos uno (901), del diario setecientos sesenta y ocho (768) de Cabo Rojo, Sección de San Germán del Registro y vuelta a presentar el día veintidós (22) de noviembre de dos mil veintidós (2022), al asiento dos mil veintidós guión uno cinco uno seis dos tres guión SG cero uno (2022-151623-SG01 del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

AFR. I.V.G. I.V.G.

El número de catastro asignado por el CRIM al INMUEBLE TRES (3) es el cuatrocientos dos guión cero cero nuevo guión trescientos veintisiete guión ochenta y seis guión cero cero cero (402-009-327-86-000).

CUARTO: El FIDEICOMISO es dueño en pleno y absoluto dominio y tiene la posesión quieta y pacífica de una (1) parcela de terreno localizada en Boquerón, Cabo Rojo, Puerto Rico, la cual tiene la siguiente descripción legal según el Registro y la cual será denominada el "INMUEBLE CUATRO (4)" en adelante en el presente contrato:

INMUEBLE CUATRO (4)

"RUSTICA: Parcela número ciento cuatro (104), radicada en el Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida de cinco cuerdas (5.0000 cdas.) equivalentes a una (1) hectárea, noventa y seis (96) áreas, y sesenta (60) centiáreas. En lindes, por el

NORTE, con las parcelas número ciento doce (112) y ciento trece (113) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela; por el SUR, con la parcela número ciento nueve (109) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela; por el ESTE, con la sucesión Morales Díaz; y por el OESTE, con la parcela número cuarenta y tres (43) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela."

El INMUEBLE CUATRO (4) está inscrito al folio doscientos setenta y siete (277) del tomo quinientos diez (510) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil ochocientos treinta y ocho (18,838).

El FIDEICOMISO adquirió el INMUEBLE CUATRO (4), mediante cesión y transferencia que le hiciera BAHIA BONITA al FIDEICOMISO mediante la ESCRITURA 34, presentada el día veintiséis (26) de agosto de dos mil nueve (2009) al asiento novecientos (900) del diario setecientos sesenta y ocho (768) de Cabo Rojo, Sección de San Germán del Registro y vuelta a presentar el día veintisiete (27) de noviembre de dos mil veintidós (2022), al asiento dos mil veintidós guión uno cinco uno seis uno tres guión SG cero uno (2022-151613-SG01) del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

Según el Registro, el INMUEBLE CUATRO (4), por su procedencia, está libre de cargas y gravámenes.

Según el Registro, por sí, el INMUEBLE CUATRO (4) está sujeto a:

(a) Condiciones Restrictivas, constituidas mediante la escritura número ciento treinta y tres (133), otorgada en Mayaguez, Puerto Rico, el día veinte (20) de noviembre de dos mil tres (2003), ante el notario público Luis Roberto Santos, inscrita al folio ciento veinticuatro (124) del tomo ochocientos cuarenta y tres (843) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil ochocientos treinta y ocho (18,838), inscripción tercera (3ra.);

J.O.F.R. I.V.G. I.V.G.

(b) Hipoteca en garantía de un pagaré a favor del portador, o a su orden, por la suma de principal de un millón quinientos setenta y un mil cuatrocientos veintiocho dólares con cincuenta y cuatro centavos ($1,571,428.54), de los cuales el INMUEBLE CINCO (5) responde por ciento cuarenta y dos mil ochocientos cincuenta y siete dólares con catorce centavos ($142,857.14), sin intereses, vencedero a la presentación, constituida la hipoteca mediante la escritura número cincuenta y nueve (59) otorgada en Mayaguez, Puerto Rico, el día seis (6) de abril de dos mil cuatro (2004), ante el notario público Luis Roberto Santos, e inscrita al folio ciento veinticuatro (124) del tomo ochocientos cuarenta y tres (843) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil ochocientos treinta y ocho (18,838), inscripción quinta (5ta.); y

(c) Hipoteca en garantía de un pagaré a favor de PEMARIS y Fernando Alberto Diez Antongiorgi, o a su orden, por la suma principal de un millón ochocientos mil dólares ($1,800,000), respondiendo el INMUEBLE CUATRO (4) por doscientos mil dólares ($200,000), sin intereses, vencedero en cinco (5) años, constituida la hipoteca mediante la escritura número treinta y cinco (35), otorgada en Mayaguez, Puerto Rico, el día dieciocho (18) de agosto de dos mil nueve (2009), ante el notario público Luis Roberto Santos, presentada el día veintiséis (26) de agosto de dos mil nueve (2009), al asiento novecientos uno (901), del diario setecientos sesenta y ocho (768) de Cabo Rojo, Sección de San Germán del Registro y vuelta a presentar el día veintidós (22) de noviembre de dos mil veintidós (2022), al asiento dos mil veintidós guión uno cinco uno seis dos tres guión SG cero uno (2022-151623-SG01 del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

El número de catastro asignado por CRIM al INMUEBLE CUATRO (4) es el cuatrocientos dos guión cero cero nueve guión trescientos veintisiete guión ochenta y dos guión cero cero cero (402-009-327-82-000).

QUINTO: El FIDEICOMISO es dueño en pleno y absoluto dominio y tiene la posesión quieta y pacífica de una (1) parcela de terreno localizada en Boquerón, Cabo Rojo, Puerto Rico, la cual tiene la siguiente descripción legal según el Registro y la cual será denominada el "INMUEBLE CINCO (5)" en adelante en el presente contrato:

INMUEBLE CINCO (5)

"RUSTICA: Parcela número ciento diez (110), radicada en el Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida de cinco cuerdas (5.0000 cdas.) equivalentes a una (1) hectárea, noventa y seis (96) áreas, y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número ciento nueve (109) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela; por el SUR, con la parcela número ciento once (111) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela; por el ESTE, con la sucesión Morales Díaz; y por el OESTE, con la parcela número cuarenta y cinco (45) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela."

J.D.F.R.
E.V.G.
I.V.G.

El INMUEBLE CINCO (5) está inscrito al folio trece (13) del tomo quinientos once (511) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil ochocientos cuarenta y cuatro (18,844).

El FIDEICOMISO adquirió el INMUEBLE CINCO (5), mediante cesión y transferencia que le hiciera BAHIA BONITA al FIDEICOMISO mediante la ESCRITURA 34, presentada el día veintiséis (26) de agosto de dos mil nueve (2009) al asiento novecientos (900) del diario setecientos sesenta y ocho (768) de Cabo Rojo, Sección de San Germán del Registro y vuelta a presentar el día veintisiete (27) de noviembre de dos mil veintidós

(2022), al asiento dos mil veintidós guión uno cinco uno seis uno tres guión SG cero uno (2022-151613-SG01) del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

Según el Registro, el INMUEBLE CINCO (5), por su procedencia, está libre de cargas y gravámenes.

Según el Registro, por sí, el INMUEBLE CINCO (5) está sujeto a:

(a) Condiciones Restrictivas, constituidas mediante la escritura número ciento treinta y tres (133), otorgada en Mayaguez, Puerto Rico, el día veinte (20) de noviembre de dos mil tres (2003), ante el notario público Luis Roberto Santos, inscrita al folio ciento treinta y nueve (139) del tomo ochocientos cuarenta y tres (843) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil ochocientos cuarenta y cuatro (18,844), inscripción tercera (3ra.);

(b) Hipoteca en garantía de un pagaré a favor del portador, o a su orden, por la suma de principal de un millón quinientos setenta y un mil cuatrocientos veintiocho dólares con cincuenta y cuatro centavos ($1,571,428.54), de los cuales el INMUEBLE CINCO (5) responde por ciento cuarenta y dos mil ochocientos cincuenta y siete dólares con catorce centavos ($142,857.14), sin intereses, vencedero a la presentación, constituida la hipoteca mediante la escritura número cincuenta y nueve (59) otorgada en Mayaguez, Puerto Rico, el día seis (6) de abril de dos mil cuatro (2004), ante el notario público Luis Roberto Santos, e inscrita al folio ciento treinta y nueve (139) del tomo ochocientos cuarenta y tres (843) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil ochocientos cuarenta y cuatro (18,844), inscripción quinta (5ta.); y

(c) Hipoteca en garantía de un pagaré a favor de PEMARIS y Fernando Alberto Diez Antongiorgi, o a su orden, por la suma principal de un millón ochocientos mil dólares ($1,800,000), respondiendo el INMUEBLE CINCO (5) por doscientos mil dólares ($200,000), sin intereses, vencedero en cinco (5) años, constituida la hipoteca mediante la escritura número treinta y cinco (35), otorgada en Mayaguez, Puerto Rico, el día dieciocho (18) de agosto de dos mil nueve (2009), ante el notario público Luis Roberto Santos, presentada el día veintiséis (26) de agosto de dos mil nueve (2009), al asiento novecientos uno (901), del diario setecientos sesenta y ocho (768) de Cabo Rojo, Sección de San Germán del Registro y vuelta a presentar el día veintidós (22) de noviembre de dos mil veintidós (2022), al asiento dos mil veintidós guión uno cinco uno seis dos tres guión SG cero uno (2022-151623-SG01 del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

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El número de catastro asignado por el CRIM al INMUEBLE CINCO (5) es el cuatrocientos dos guión cero cero nueve trescientos veintisiete guión ochenta y siete guión cero cero cero (402-009-327-87-000).

SEXTO: El FIDEICOMISO es dueño en pleno y absoluto dominio y tiene la posesión quieta y pacífica de una (1) parcela de terreno localizada en Boquerón, Cabo Rojo, Puerto Rico, la cual tiene la siguiente descripción legal según el Registro y la cual será denominada el "INMUEBLE SEIS (6)" en adelante en el presente contrato:

INMUEBLE SEIS (6)

"RUSTICA: Parcela número ciento once (111), radicada en el Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida de cinco cuerdas (5.0000 cdas.) equivalentes a una (1) hectárea, noventa y seis (96) áreas, y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número ciento diez (110) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela; por el SUR, con la parcela número cincuenta y ocho (58) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela; por el ESTE, con la sucesión Morales Díaz; y por el OESTE, con la parcela número cuarenta y seis (46) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela."

El INMUEBLE SEIS (6) está inscrito al folio diecinueve (19) del tomo quinientos once (511) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil ochocientos cuarenta y cinco (18,845).

El FIDEICOMISO adquirió el INMUEBLE SEIS (6), mediante cesión y transferencia que le hiciera BAHIA BONITA al FIDEICOMISO mediante la ESCRITURA 34, presentada el día veintiséis (26) de agosto de dos mil nueve (2009) al asiento novecientos (900) del diario setecientos sesenta y ocho (768) de Cabo Rojo, Sección de San Germán del Registro y vuelta a presentar el día veintisiete (27) de noviembre de dos mil veintidós (2022), al asiento dos mil veintidós guión uno cinco uno seis uno tres guión SG cero uno (2022-151613-SG01) del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

J.F.R.

Según el Registro, el INMUEBLE SEIS (6), por su procedencia, está libre de cargas y gravámenes.

I.V.G.

I.V.G.

Según el Registro, por sí, el INMUEBLE SEIS (6) está sujeto a:

(a) Hipoteca en garantía de un pagaré a favor del portador, o a su orden, por la suma de principal de un millón quinientos setenta y un mil cuatrocientos veintiocho dólares con cincuenta y cuatro centavos ($1,571,428.54), de los cuales el INMUEBLE SEIS (6) responde por ciento cuarenta y dos mil ochocientos cincuenta y siete dólares con catorce centavos ($142,857.14), sin intereses, vencedero a la presentación, constituida la hipoteca mediante la escritura número cincuenta y nueve (59) otorgada en Mayaguez, Puerto Rico, el día seis (6) de abril de dos mil cuatro (2004), ante el notario público Luis Roberto Santos, e inscrita al folio uno (1) del tomo ochocientos cincuenta y siete (857)

de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil ochocientos cuarenta y cinco (18,845), inscripción cuarta (4ta.); y

(b) Hipoteca en garantía de un pagaré a favor de PEMARIS y Fernando Alberto Diez Antongiorgi, o a su orden, por la suma principal de un millón ochocientos mil dólares ($1,800,000), respondiendo el INMUEBLE SEIS (6) por doscientos mil dólares ($200,000), sin intereses, vencedero en cinco (5) años, constituida la hipoteca mediante la escritura número treinta y cinco (35), otorgada en Mayaguez, Puerto Rico, el día dieciocho (18) de agosto de dos mil nueve (2009), ante el notario público Luis Roberto Santos, presentada el día veintiséis (26) de agosto de dos mil nueve (2009), al asiento novecientos uno (901), del diario setecientos sesenta y ocho (768) de Cabo Rojo, Sección de San Germán del Registro y vuelta a presentar el día veintidós (22) de noviembre de dos mil veintidós (2022), al asiento dos mil veintidós guión uno cinco uno seis dos tres guión SG cero uno (2022-151623-SG01 del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

El número de catastro asignado por el CRIM al INMUEBLE SEIS (6) es el cuatrocientos dos guión cero diecinueve guión trescientos veintisiete guión ochenta y ocho guión cero cero cero (402-019-327-88-000).

SÉPTIMO: El FIDEICOMISO es dueño en pleno y absoluto dominio y tiene la posesión quieta y pacífica de una (1) parcela de terreno localizada en Boquerón, Cabo Rojo, Puerto Rico, la cual tiene la siguiente descripción legal según el Registro y la cual será denominada el "INMUEBLE SIETE (7)" en adelante en el presente contrato:

> "RUSTICA: Parcela número cuarenta y seis (46) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas y en lindes, por el NORTE, con la parcela número cuarenta y cinco (45) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela; por el SUR, con la parcela número cuarenta y siete (47) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela; por el ESTE, con la parcela número ciento once (111) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela; y por el OESTE, con la parcela número ocho (8) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela."

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El INMUEBLE SIETE (7) está inscrito al folio sesenta y tres (63) del tomo ciento sesenta y seis (166) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos noventa y cuatro (18,794), inscripción cuarta (4ta.).

El FIDEICOMISO adquirió el INMUEBLE SIETE (7), por cesión y transferencia que le hiciera BAHIA BONITA al FIDEICOMISO mediante la ESCRITURA 34, presentada el día veintiséis (26) de agosto de dos mil nueve (2009) al asiento novecientos (900) del diario

setecientos sesenta y ocho (768) de Cabo Rojo, Sección de San Germán del Registro y vuelta a presentar el día veintisiete (27) de noviembre de dos mil veintidós (2022), al asiento dos mil veintidós guión uno cinco uno seis uno tres guión SG cero uno (2022-151613-SG01) del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

Según el Registro, el INMUEBLE SIETE (7), por su procedencia, está libre de cargas y gravámenes.

Según el Registro, por sí, el INMUEBLE SIETE (7) está sujeto a:

(a) Condiciones Restrictivas, constituidas mediante la escritura número ciento treinta y tres (133), otorgada en Mayaguez, Puerto Rico, el día veinte (20) de noviembre de dos mil tres (2003), ante el notario público Luis Roberto Santos, inscrita al folio ciento setenta y ocho (178) del tomo ochocientos cuarenta y uno (841) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos noventa y cuatro (18,794), inscripción tercera (3ra.);

(b) Hipoteca en garantía de un pagaré a favor del portador, o a su orden, por la suma de principal de un millón quinientos setenta y un mil cuatrocientos veintiocho dólares con cincuenta y cuatro centavos ($1,571,428.54), de los cuales el INMUEBLE SIETE (7) responde por ciento cuarenta y dos mil ochocientos cincuenta y siete dólares con catorce centavos ($142,857.14), sin intereses, vencedero a la presentación, constituida la hipoteca mediante la escritura número cincuenta y nueve (59) otorgada en Mayaguez, Puerto Rico, el día seis (6) de abril de dos mil cuatro (2004), ante el notario público Luis Roberto Santos, e inscrita al folio ciento setenta y ocho (178) del tomo ochocientos cuarenta y uno (841) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos noventa y cuatro (18,794), inscripción quinta (5ta.); y

(c) Hipoteca en garantía de un pagaré a favor de PEMARIS y Fernando Alberto Diez Antongiorgi, o a su orden, por la suma principal de un millón ochocientos mil dólares ($1,800,000), respondiendo el INMUEBLE SIETE (7) por doscientos mil dólares ($200,000), sin intereses, vencedero en cinco (5) años, constituida la hipoteca mediante la escritura número treinta y cinco (35), otorgada en Mayaguez, Puerto Rico, el día dieciocho (18) de agosto de dos mil nueve (2009), ante el notario público Luis Roberto Santos, presentada el día veintiséis (26) de agosto de dos mil nueve (2009), al asiento novecientos uno (901), del diario setecientos sesenta y ocho (768) de Cabo Rojo, Sección de San Germán del Registro y vuelta a presentar el día veintidós (22) de noviembre de dos mil veintidós (2022), al asiento dos mil veintidós guión uno cinco uno seis dos tres guión SG cero uno (2022-151623-SG01 del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

El número de catastro asignado por el CRIM al INMUEBLE SIETE (7) es el cuatrocientos dos guión cero diecinueve guión trescientos veintisiete guión ochenta y nueve guión cero cero cero (402-019-327-89-000).

OCTAVO: El INMUEBLE UNO (1), el INMUEBLE DOS (2), el INMUEBLE TRES (3), el INMUEBLE CUATRO (4), el INMUEBLE CINCO (5), el INMUEBLE SEIS (6) y el INMUEBLE SIETE (7) serán denominados los "INMUEBLES" en adelante, en conjunto en el presente contrato.

NOVENO: El FIDEICOMISO, BAHIA BONITA e ILLIANEDMARIS serán denominados los "VENDEDORES" en adelante, en conjunto en el presente contrato.

DÉCIMO: Mediante el presente contrato y sin necesidad de documento, trámite o acto adicional alguno, los VENDEDORES se comprometen y obligan irrevocablemente a vender los INMUEBLES a la COMPRADORA y la COMPRADORA se compromete y obliga irrevocablemente a comprarle los INMUEBLES a los VENDEDORES, según los términos y condiciones del presente contrato.

UNDÉCIMO: La(s) escritura(s) de compraventa de los INMUEBLES en virtud del presente contrato (la(s) "ESCRITURA(S) DE COMPRAVENTA") se otorgará(n) ante un notario público escogido por la COMPRADORA.

DUODÉCIMO: El precio de compraventa de cada uno de los INMUEBLES será OCHOCIENTOS MIL DÓLARES ($800,000) pagaderos de la siguiente forma, y el mismo no estará sujeto a condición o ajuste de clase alguna:

AL FIDEICOMISO, EN PAGO DEL INMUEBLE DOS (2), EL INMUEBLE TRES (3), EL INMUEBLE CUATRO (4), EL INMUEBLE CINCO (5), EL INMUEBLE SEIS (6) Y EL INMUEBLE SIETE (7):

12.1. La suma de DOSCIENTOS CUARENTA MIL DÓLARES ($240,000) ha sido entregada al CORREDOR por la COMPRADORA simultáneamente con el otorgamiento del presente contrato para ser retenida a nombre del FIDEICOMISO en plica o "escrow", como depósito de buena fe, y, por dicha suma, el CORREDOR otorga en este acto el más eficaz recibo y formal carta de pago a favor de la COMPRADORA. De dicha suma de DOSCIENTOS CUARENTA MIL DÓLARES ($240,000), CUARENTA MIL DÓLARES ($40,000) corresponden al INMUEBLE DOS (2), CUARENTA MIL DÓLARES ($40,000) corresponden al INMUEBLE TRES (3), CUARENTA MIL DÓLARES ($40,000) corresponden al INMUEBLE CUATRO (4), CUARENTA MIL DÓLARES ($40,000) corresponden al INMUEBLE CINCO (5), CUARENTA MIL DÓLARES corresponden al INMUEBLE SEIS (6) y CUARENTA MIL DÓLARES ($40,000) corresponden al INMUEBLE SIETE (7). Dicha suma será entregada por el CORREDOR al FIDEICOMISO simultáneamente con el otorgamiento de la ESCRITURA DE COMPRAVENTA. Si la ESCRITURA DE COMPRAVENTA no puede otorgarse por razones atribuibles al FIDEICOMISO, dicha suma será devuelta por el CORREDOR a la COMPRADORA, sin intereses.

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12.2. El resto del precio de compraventa correspondiente a los INMUEBLES propiedad del FIDEICOMISO, es decir, la suma de CUATRO MILLONES QUINIENTOS SESENTA MIL DÓLARES ($4,560,000), será pagado en su totalidad por la COMPRADORA al FIDEICOMISO, mediante cheque de gerente, simultáneamente con el otorgamiento de la ESCRITURA DE COMPRAVENTA correspondiente a los INMUEBLES propiedad del FIDEICOMISO. De dicha suma de CUATRO MILLONES QUINIENTOS SESENTA MIL DÓLARES ($4,560,000), SETECIENTOS SESENTA MIL DÓLARES ($760,000) corresponden al INMUEBLE DOS (2), SETECIENTOS SESENTA MIL DÓLARES ($760,000) corresponden al INMUEBLE TRES (3), SETECIENTOS SESENTA MIL DÓLARES ($760,000) corresponden al INMUEBLE CUATRO (4), SETECIENTOS SESENTA MIL DÓLARES corresponden al INMUEBLE CINCO (5), SETECIENTOS SESENTA MIL DÓLARES corresponden al INMUEBLE SEIS (6) y SETECIENTOS SESENTA MIL DÓLARES corresponden al INMUEBLE SIETE (7).

A BAHIA BONITA/ILLIANEDMARIS, EN PAGO DEL INMUEBLE UNO (1):

12.3. La suma de CUARENTA MIL DÓLARES ($40,000) ha sido entregada al CORREDOR por la COMPRADORA simultáneamente con el otorgamiento del presente contrato para ser retenida a nombre de BAHIA BONITA/ ILLIANEDMARIS en plica o "escrow", como depósito de buena fe, y, por dicha suma, el CORREDOR otorga en este acto el más eficaz recibo y formal carta de pago a favor de la COMPRADORA. Dicha suma será entregada por el CORREDOR a BAHIA BONITA/ ILLIANEDMARIS simultáneamente con el otorgamiento de la ESCRITURA DE COMPRAVENTA. Si la ESCRITURA DE COMPRAVENTA no puede otorgarse por razones atribuibles a BAHIA BONITA/ ILLIANEDMARIS, dicha suma será devuelta por el CORREDOR a la COMPRADORA, sin intereses.

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12.4. El resto del precio de compraventa correspondiente al INMUEBLE propiedad de BAHIA BONITA/ ILLIANEDMARIS, es decir, la suma de SETECIENTOS SESENTA MIL DÓLARES ($760,000), será pagada en su totalidad por la COMPRADORA a BAHIA BONITA/ ILLIANEDMARIS, mediante cheque de gerente, simultáneamente con el otorgamiento de la ESCRITURA DE COMPRAVENTA correspondiente al INMUEBLE propiedad de BAHIA BONITA/ ILLIANEDMARIS.

DÉCIMO TERCERO: Al otorgarse la(s) ESCRITURA(S) DE COMPRAVENTA, los VENDEDORES traspasarán a la COMPRADORA título en pleno y absoluto dominio sobre los INMUEBLES, y la posesión de los mismos, libre de cargas, gravámenes y

ocupantes, excepto las condiciones restrictivas antes mencionadas en el presente contrato.

DÉCIMO CUARTO: Antes del otorgamiento de las ESCRITURA(S) DE COMPRAVENTA, o simultáneamente con dicho otorgamiento, los VENDEDORES cancelarán todas las cargas y gravámenes que graven los INMUEBLES, si alguno, excepto las condiciones restrictivas antes mencionadas en el presente contrato. Las escrituras públicas de cancelación de dichas cargas y gravámenes se otorgarán ante un notario público escogido por la COMPRADORA. Los honorarios notariales, sellos, comprobantes y derechos de inscripción de dicha(s) escritura(s) de cancelación, si alguna, serán por cuenta y cargo de los VENDEDORES.

DÉCIMO QUINTO: Según antes se ha expresado, las ESCRITURA(S) DE COMPRAVENTA se otorgarán ante un notario público escogido por la COMPRADORA. Los honorarios notariales, sellos en el original y primera copia certificada y derechos de inscripción de las ESCRITURA(S) DE COMPRAVENTA serán por cuenta y cargo de la COMPRADORA.

DÉCIMO SEXTO: Las ESCRITURA(S) DE COMPRAVENTA se otorgarán dentro de los treinta (30) días calendario siguientes a lo último que ocurra de los siguientes eventos:

16.1. La ESCRITURA 34 sea subsanada para asignarle a cada una de las parcelas que fueron cedidas y traspasadas por BAHIA BONITA al FIDEICOMISO un valor de cesión y traspaso;

16.2. La ESCRITURA 34 sea subsanada de modo que las descripciones legales de los INMUEBLES que fueron cedidos y traspasados por BAHIA BONITA al FIDEICOMISO, coincidan con las descripciones legales que surgen del Registro y para que comparezca PEMARIS, aceptando su designación como fiduciaria del FIDEICOMISO;

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16.3. Se restituya como corporación activa a BAHIA BONITA;

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16.4. PEMARIS ratifique su aceptación al cargo de fiduciaria del FIDEICOMISO, ya que ella no compareció a la ESCRITURA 34;

I.V.G.

16.5. Se verifique mediante testamento o resolución del Tribunal en Declaratoria de Herederos, que la única heredera de Francisco Vega Montalvo es ILLIANEDMARIS; y

16.6. Se obtenga la planilla de caudal relicto y el relevo del Departamento de Hacienda de Puerto Rico del caudal relicto de Francisco Vega Montalvo.

Los actos numerados en los incisos 16.1. al 16.6., ambos inclusive, del presente contrato deberán ser ante un notario público aceptable a los VENDEDORES.

DÉCIMO SÉPTIMO: Los VENDEDORES reconocen que se incurrirá en gastos para poder cumplir con todo lo provisto en el párrafo DÉCIMO SEXTO, *supra*. Mediante el presente contrato, los VENDEDORES autorizan al CORREDOR a desembolsar hasta un máximo de TREINTA MIL DÓLARES ($30,000) para cubrir dichos gastos. Será necesario proveer evidencia de gastos incurridos y o facturas a tales efectos al CORREDOR quien hará los desembolsos necesarios. El pago de gastos a realizarse en virtud de este párrafo DÉCIMO SÉPTIMO se hará por gastos incurridos durante la vida del presente contrato y previo al otorgamiento de la(s) ESCRITURA(s) DE COMPRAVENTA.

DÉCIMO OCTAVO: En o antes del otorgamiento de la(s) ESCRITURA(S) DE COMPRAVENTA, los VENDEDORES otorgarán cuantos documentos sean necesarios para cancelar (i) la hipoteca constituida mediante la escritura número cincuenta y nueve (59) otorgada en Mayaguez, Puerto Rico, el día seis (6) de abril de dos mil cuatro (2004), ante el notario público Luis Roberto Santos, que grava los INMUEBLES; y (ii) la hipoteca constituida mediante la escritura número treinta y cinco (35), otorgada en Mayaguez, Puerto Rico, el día dieciocho (18) de agosto de dos mil nueve (2009), ante el notario público Luis Roberto Santos que grava los INMUEBLES. Estas cancelaciones serán hechas ante un notario público seleccionado por la COMPRADORA y pagado por los VENDEDORES. Todos los sellos, comprobantes y derechos de inscripción correspondientes al original y primera copia certificada de cada una de las escrituras de cancelación de las hipotecas antes mencionadas serán por cuenta y cargo de los VENDEDORES.

DÉCIMO NOVENO: El CORREDOR ha actuado como corredor e intermediario en la transacción objeto del presente contrato, en representación de la COMPRADORA, y sus honorarios por dichos servicios serán pagados por la COMPRADORA simultáneamente con el otorgamiento de cada una de las ESCRITURA(S) DE COMPRAVENTA. Dichos honorarios serán equivalentes al cinco por ciento (5%) del precio de compraventa de cada uno de los INMUEBLES. Los VENDEDORES no serán responsables del pago de comisión alguna al CORREDOR.

VIGÉSIMO: Las contribuciones sobre la propiedad inmueble y contribución especial (Ley 7), si alguna, correspondientes a los INMUEBLES serán por cuenta y cargo de los VENDEDORES hasta la fecha del otorgamiento de las ESCRITURA(S) DE COMPRAVENTA y por cuenta y cargo de la COMPRADORA a partir de entonces.

VIGÉSIMO PRIMERO: Al otorgarse la cada una de las ESCRITURA(S) DE COMPRAVENTA, la COMPRADORA comprará los INMUEBLES como están, donde están ("as are, where are"), descansando en su propia inspección de los INMUEBLES y no en representación alguna por parte de los VENDEDORES acerca de la condición física de los INMUEBLES, la posibilidad de su desarrollo y/o la posibilidad de obtener permisos, aprobaciones y/o endosos para su desarrollo y/o para construcciones en el mismo.

VIGÉSIMO SEGUNDO: Durante el término que transcurra entre la fecha del otorgamiento del presente contrato y la fecha de otorgamiento de las ESCRITURA(S) DE COMPRAVENTA, la COMPRADORA queda autorizada para gestionar la obtención de aprobaciones, permisos y endosos para el desarrollo en los INMUEBLES o parte(s) de los mismos de un proyecto residencial, recreacional y turístico y los VENDEDORES se comprometen a confirmar esta autorización por escrito si así se lo requiriere la COMPRADORA para presentar a las agencias y entidades gubernamentales o privadas correspondientes. Durante el referido término, la COMPRADORA y sus empleados, agentes y/o contratistas estarán autorizados a entrar a los INMUEBLES para hacer estudios, tomar medidas y examinarlos, en días y horas laborables. Todas las personas que entren a los INMUEBLES en virtud de la presente autorización serán responsable de los daños que allí sufran o causen. Todo empleado que entre a los INMUEBLES en virtud de esta autorización deberá estar cubierto por una póliza del Fondo del Seguro del Estado y/o, si aplicable, del Seguro Choferil. La COMPRADORA obtendrá, a su costo, póliza(s) de responsabilidad pública para cubrir daños sufridos o causados en los INMUEBLES por las personas que entren a los mismos durante el referido término, en virtud de la presente autorización. Los VENDEDORES será co-asegurada en dicha(s) póliza(s) y las mismas serán por una cubierta mínima de UN MILLÓN DE DÓLARES ($1,000,000) por ocurrencia.

VIGÉSIMO TERCERO: Si alguna clausula o disposición del presente contrato fuere declarada nula por algún organismo con la debida jurisdicción y competencia, entonces el resto del contrato permanecerá en pleno vigor y efecto.

VIGÉSIMO CUARTO: En el presente contrato se usan indistintamente el plural y el singular, así como el masculino, el femenino, el neutro y los demás géneros.

VIGÉSIMO QUINTO: Las partes comparecientes se someten a la jurisdicción exclusiva del Tribunal General de Justicia del Estado Libre Asociado de Puerto Rico en caso de cualquier reclamación o litigio relacionado con el presente contrato y/o la transacción objeto del mismo.

VIGÉSIMO SEXTO: El presente contrato será interpretado según las leyes de Puerto Rico y gobernado por las mismas.

VIGÉSIMO SÉPTIMO: Este contrato no podrá modificarse verbalmente y solo podrá ser modificado mediante documento firmado por todas las partes aquí comparecientes.

VIGÉSIMO OCTAVO: La obligación de la COMPRADORA de comprar los INMUEBLES a tenor con el presente contrato no está condicionada en forma alguna a la obtención de financiamiento y la COMPRADORA representa y garantiza que cuenta con los fondos necesarios para el pago del precio de compraventa de los INMUEBLES.

VIGÉSIMO NOVENO: Las notificaciones entre las partes en virtud del presente contrato deberán ser por escrito y enviadas por correo electrónico y por correo regular,

con copias por correo certificado con acuse de recibo, a las siguientes direcciones de las partes:

A LOS VENDEODRES:

FIDEICOMISO I.V.G.

PO Box 981
Barceloneta, PR 00617
Atención: Pemaris González Suárez

ILLIANEDMARIS VEGA GONZALEZ

PO Box 981
Barceloneta, PR 00617

BAHIA BONITA, INC.

PO Box 981
Barceloneta, PR 00617
Atención: Pemaris González Suárez

A LA COMPRADORA:

CABO ROJO LAND ACQUISITION LLC
733 Third Avenue
New York, NY 10017
Atención: Eileen Sawyer
Correo electrónico: roberto.ruiz@ccgc.com.do

AL CORREDOR:

Calle Cádiz 1218
Puerto Nuevo
San Juan, PR 00920
Atención: José Enrique Pérez Cruz
Correo electrónico: passportre@gmail.com

A PEMARIS:

PO Box 981
Barceloneta, PR 00617

TRIGÉSIMO: Las partes comparecientes reconocen y acuerdan que el otorgamiento del presente contrato, el precio de compraventa de los INMUEBLES, y los demás términos y condiciones contemplados en este contrato constituyen y deben considerarse información confidencial y no serán divulgados a terceras personas sin el expreso consentimiento escrito de las otras partes.

TRIGÉSIMO PRIMERO: El presente contrato podrá ser otorgado en contrapartes ("counterparts") y, una vez que todas las partes hayan firmado al menos una contraparte, todas las contrapartes formarán un solo contrato.

Y PARA QUE ASI CONSTE, las partes suscriben y otorgan el presente contrato, libre y voluntariamente, con el ánimo de quedar legalmente vinculadas y obligadas en virtud del mismo, en San Juan, Puerto Rico, en la fecha que aparece en el encabezamiento del presente contrato.

Los VENDEDORES

FIDEICOMISO I.V.G.

Por: Pemaris González Suárez
Fiduciaria

Illianedmaris Vega González

I.V.G.
I.V.G.

BAHIA BONITA, INC.

Pemaris González Suárez

Por: Illianedmaris Vega González
Representante Autorizada

La COMPRADORA

CABO ROJO LAND ACQUISITION LLC

Por: Gladys Omayra Fontanez Reyes
Representante Autorizada

El CORREDOR

José Enrique Pérez Cruz

Afidávit Número: 4528

Reconocido y suscrito ante mí por Pemaris González Suárez, en su carácter de fiduciaria del Fideicomiso I.V.G. y en su carácter personal, mayores de edad, soltera, propietaria y vecina de Cabo Rojo, Puerto Rico, a quien conozco personalmente. En San Juan, Puerto Rico, hoy dos (2) de octubre de dos mil veintitrés (2023).





Notario Público

2d.F.C.
I.V.G
I.V.G

Afidávit Número: 4529

Reconocido y suscrito ante mí por Illianedmaris Vega González, en su carácter de Representante Autorizada de Bahía Bonita, Inc. y en su carácter personal, mayor de edad, soltera, propietaria y vecina de Barceloneta, Puerto Rico, a quien conozco personalmente. En San Juan, Puerto Rico, hoy dos (2) de octubre de dos mil veintitrés (2023).





Notario Público

Afidávit Número: 4530

Reconocido y suscrito ante mí por José Enrique Pérez Cruz, mayor de edad, casado, corredor de bienes raíces y vecino de Bayamón, Puerto Rico, a quien conozco personalmente. En San Juan, Puerto Rico, hoy dos (2) de octubre de dos mil veintitrés (2023).





Notario Público

I.V.G.

I.V.G.

Afidávit Número: 4531

Reconocido y suscrito ante mí por Gladys Omayra Fontanez Reyes, mayor de edad, soltera, abogada y vecina de San Juan, Puerto Rico en su carácter de Representante Autorizada de Cabo Rojo Land Acquisition LLC, a quien conozco personalmente. En San Juan, Puerto Rico, hoy dos (2) de octubre de dos mil veintitrés (2023).





Notario Público

Oriental

PO BOX 195115
SAN JUAN PR 00919-5115

Manager's Check
CHECK NO. **220667090**

101-7141
2215

PAY ONLY $280000.00 CTSCTS

DATE September 27, 2023
AMOUNT *****$280,000.00

Over $10,000 requires two signatures

■ TWO HUNDRED EIGHTY THOUSAND DOLLARS AND ZERO CENTS **********

Pay to the Order of: **JOSE E. PEREZ CRUZ**

NON-NEGOTIABLE
CUSTOMER COPY

MEMO: OPTION TO PURCHASE (20220562767-COM)

THE FACE OF THIS CHECK IS PRINTED GREEN-THE BACK CONTAINS A SIMULATED WATERMARK

Oriental

PO BOX 195115
SAN JUAN PR 00919-5115

Manager's Check
CHECK NO. **220667090**

101-7141
2215

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Pay to the Order of: **JOSE E. PEREZ CRUZ**

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

MEMO: OPTION TO PURCHASE (20220562767-COM)

⑈220667090⑈ ⑆221571415⑆ 9811800999⑈

Oriental

PO BOX 195115
SAN JUAN PR 00919-5115

Manager's Check
CHECK NO. **220667090**

101-7141
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PAY ONLY 280000 00 CTS CTS

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AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

MEMO: OPTION TO PURCHASE (20220562767-COM)

⑈220667090⑈ ⑆221571415⑆ 981180099⑈

---**I HEREBY CERTIFY** that the first certified copy of this Deed has been issued in favor of Buyer on the same date and place of the execution hereof. **I ATTEST.**----------

NOTARY

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

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----------**DEED NUMBER THIRTY-EIGHT (38)**----------

----------**PURCHASE AND SALE** ----------

---In San Juan, Puerto Rico, on this twenty-eighth (28th) day of November, two thousand twenty-three (2023)----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with offices and residence in San Juan, Puerto Rico,----------

----------**APPEAR**----------

---AS THE PARTY OF THE FIRST PART: **LAE PROPERTIES L.L.C.** a limited liability company organized, existing and in good standing under the laws of the Commonwealth of Puerto Rico, represented herein by its President, Edward Ruiz Noriega, who is of legal age, single, business executive and resident of Cabo Rojo, Puerto Rico, whose authority to represent Seller herein arises from a Certificate of Resolution executed in San Juan, Puerto Rico, on November twenty (20), two thousand twenty-three (2023), by Betsy Marena Irizarry-Zambrana, as Secretary of Seller, under affidavit number twenty-three thousand seven hundred sixty five (23,765) of Notary Luis Roberto Santos Montalvo. I hereby certify that I have examined the original of the aforesaid Certificate of Resolution of LAE Properties L.L.C., and that, in my opinion, it is adequate and sufficient, and complies with all legal requirements needed to authorize Mr. Ruiz Noriega to appear herein on behalf of Seller. ----------

---AS THE PARTY OF THE SECOND PART: **CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "Buyer"), a limited liability company organized, existing and in good standing under the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, GLADYS OMAYRA FONTÁNEZ REYES, who is of legal age, single, attorney at law and resident of San Juan,

Puerto Rico, whose authority to represent Buyer in this Deed arises from a Certificate of Resolution of Buyer signed by Stephane Nahum, as Manager of Buyer, on November twenty-one (21), two thousand twenty-three (2023), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engines of the Department of State and the Office of Information Technology Services of the State of New York. I further certify that I have examined the aforesaid Certificate of Resolution of Buyer and that it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law, to authorize Ms. Fontánez Reyes to appear herein on behalf of Buyer.----------

---I, the Notary, do hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily ----------

----------**STATE AND AGREE**----------

---**FIRST:** Seller is the owner in fee simple title ("*pleno dominio*") and has the possession of the parcel of land described in the Spanish language as follows (hereinafter the "Property"): ----------

---"***RUSTICA:*** *Porción de terreno identificada como la parcela uno (1) en el correspondiente plano de mensura del agrimensor Frank Lozada Díaz, radicada en el Barrio Boquerón, del término municipal de Cabo Rojo, con una cabida superficial de veinte mil ciento setenta y dos metros cuadrados con ciento setenta y dos milésimas de otro (20,172.172 m.c.) (así surge), equivalentes a cinco cuerdas con mil sesenta y nueve diez milésimas de cuerda (5.1069 cdas.), la cual tiene un ancho de cincuenta y dos metros con ochenta y un centímetros (52.81 m.). En lindes, por el NORTE, en tres (3) alineaciones que suman cincuenta y tres metros con setecientos sesenta y cuatro milésimas de metro (53.764 m.), con el Mar Caribe; por el SUR, en una (1) alineación de cincuenta y dos metros con ochenta y un centímetros (52.81 m.), con la parcela número dieciséis (16), propiedad de Puerto Rico Farm Credit ACA; por el ESTE, en una distancia total de trescientos ochenta y cuatro punto cuarenta y tres metros (383.43 m.) (así surge), de la cual corresponden ciento setenta metros con doscientos cincuenta y una milésimas de metro (170.251 m.), con la mencionada servidumbre de paso de cinco (5) metros de la parcela número siete (7) propiedad de la Sucesión Quinino Merino*

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Pedrozo y en doscientos catorce metros con ciento setenta y nueve milésimas de metro (214.179 m.), con la parcela ciento ochenta (180) propiedad de Puerto Rico Farm Credit ACA; y por el OESTE, en una (1) alineación de trescientos setenta y cuatro metros con veinticuatro centímetros (374.24 m.), con la parcela setenta y nueve (79), propiedad de Playa Rústica LLC; y cuyo centroide de esta finca número dieciocho mil ochocientos dieciocho (18,818) bajo el sistema métrico de coordenadas Lambert NAD83 ES X= ciento dieciocho mil quinientos sesenta y ocho punto cero ocho (X=118,568.08); y Y=doscientos dieciocho mil cuatrocientos treinta y uno punto sesenta y cinco (Y=218,431.65). Como camino de acceso de la misma, la atraviesa por el medio un camino "Real" existente en tierra de trece metros (13 m.) de ancho de carácter privativo no municipal que conduce en dirección de Este a Oeste, el cual desemboca en el kilómetro uno punto nueve (1.9) de la carretera estatal treinta y tres cero uno (3301)." ----------

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---This is the legal description of the Property after the execution of Deed number twenty-seven (27), of rectification of the surface area of the Property, executed in Mayagüez, Puerto Rico on June twenty-six (26) two thousand twenty (2020), before Notary Luis Roberto Santos Montalvo, presented and pending recordation at the Registry at entry 2020-060788-SG01 of *Karibe*. ----------

---The Property is recorded at page 157 of volume 510 of Cabo Rojo, property number 18,818, Section of San Germán of the Registry of Property of Puerto Rico (the "Registry"). ----------

---The Property was acquired by Seller pursuant to deed number fifty (50), executed in Mayaguez, Puerto Rico, on October five (5), two thousand twenty (2020), before Notary Luis Roberto Santos Montalvo, filed and pending recordation at the Registry at entry 2021-043611-SG01 of *Karibe*. ----------

---The tax identification number ("*número de catastro*") assigned to the Property by the Municipal Revenues Collection Center ("CRIM") is 379-000-009-03-000. ----------

---The Property is subject to the following liens and/or encumbrances:---

---By its origin, the Property is subject to easements in favor of public utilities. ----------

---By itself, the Property is subject to the following liens and/or encumbrances: ----------

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-----A) Restrictive conditions of edification and use constituted by deed number seventy-three (73), executed in Mayagüez, Puerto Rico on February twenty-six (26), nineteen ninety (1990), before Notary Roberto M. García Rullán, recorded at page 157 of volume 510 of Cabo Rojo, Section of San Germán of the Registry, margin of first (1st) inscription (the "Permitted Encumbrance").----------

---**SECOND:** On March twenty-four (24), two thousand twenty-three (2023), Seller granted to Buyer's affiliate, PR Investco LLC ("PR Investco"), an option to purchase the Property, pursuant to Deed Number Twenty-two (22) of Option to Purchase Real Estate, executed in San Juan, Puerto Rico, before Notary María del Rosario Pujol Thompson (hereinafter, the "Deed of Option"). The term of the Option granted thereunder was extended by Deed Number Forty-Three (43), executed on September fifteen (15), two thousand twenty-three (2023) before the aforementioned Notary. The parties hereto acknowledge and agree that PR Investco has assigned to Buyer all of its rights and obligations under the Deed of Option, and that Buyer is the permitted assignee and successor of PR Investco thereunder.----------

----------**PURCHASE AND SALE**----------

---**THIRD:** Pursuant to the Deed of Option, Seller hereby sells, conveys and transfers fee simple title ("*pleno dominio*") to the Property and the possession thereof to Buyer, and Buyer hereby purchases from Seller fee simple title to the Property and the possession thereof, in accordance with the following ----------

----------**TERMS AND CONDITIONS**----------

-----One: The purchase price is the lump sum of TWO MILLION FIVE HUNDRED THOUSAND DOLLARS ($2,500,000) (hereinafter, the "Purchase Price"). ----------

-----Two: The Purchase Price is payable as follows: ----------

------(A) The sum of TWO HUNDRED FIFTY THOUSAND

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DOLLARS ($250,000) was paid by Buyer to Seller simultaneously with the execution of the Deed of Option, which amount has been credited in its entirety to the Purchase Price.----------

------(B) Concurrently with the execution of this Deed, Buyer has delivered to Seller the sum of ONE MILLION TWO HUNDRED-FIFTY THOUSAND DOLLARS ($1,250,000), which is being credited in its entirety to the Purchase Price. Said sum has been paid by Buyer to Seller by certified or manager's check to the order of Seller and Seller hereby acknowledges receipt thereof in form and substance acceptable to Buyer. ---After crediting the aforementioned sum to the Purchase Price, the balance of the Purchase Price is reduced to the sum of ONE MILLION DOLLARS ($1,000,000) (hereinafter, the "Deferred Purchase Price"). --

------(C) The Deferred Purchase Price shall be evidenced by a mortgage note (hereinafter the "Mortgage Note") issued on this same date by Buyer in the principal sum of ONE MILLION DOLLARS ($1,000,000), with interest per annum at the rate of five percent (5%), payable in two (2) annual installments of FIVE HUNDRED THOUSAND DOLLARS ($500,000) each, maturing on the first (1st) and second (2nd) anniversaries of the execution hereof. Said installments may be partially or totally paid in advance, at any time, without penalty, provided all partial payments in advance are applied first, to the interest then owed up to the date of the advanced payment, and the balance of the advanced payment after said interest, will be applied to the principal installment(s), in order of maturity.----------

---The Mortgage Note will be guaranteed by a first mortgage over the Property in the principal sum of ONE MILLION DOLLARS ($1,000,000), which will be constituted concurrently with the execution of this Deed. ----------

-----Three: This Deed entitles Buyer to the immediate possession of the Property, without any additional formality, document or request. --------

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-----Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of Seller and, thereafter, for the account of Buyer. ----------

-----Five: Seller hereby delivers to Buyer fee simple title ("*pleno dominio*") to the Property, vacant and free and clear of liens, encumbrances or defects, "as is, where is", subject only to the Permitted Encumbrance. ----------

-----Six: Buyer specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) Seller hereby sells and Buyer hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, vacant and free of liens and encumbrances, excepting the Permitted Encumbrance, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from Seller or any of Seller's agents employees, members, representatives, attorneys or brokers (each such party a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by Seller to Buyer. Buyer further acknowledges and agrees that Seller is under no duty to make any inquiry regarding any matter that may or may not be known to Seller or any Seller Affiliate. Upon execution of this Deed, Buyer shall assume the risk of adverse matters relating to adverse investigations, and Buyer, upon execution of this Deed, shall be deemed to have waived, relinquished and released Seller and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which Buyer might have asserted or alleged or may assert or allege in the future against Seller or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions,

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events, circumstances or matters regarding the Property. This Section shall survive the execution of this Deed. ----------

-----Seven: Seller represents and warrants to Buyer that, to the best of Seller's knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----Eight: The notarial fees, stamps on the original, stamps on the first certified copy and recording rights of this Deed in the Registry will be paid by Buyer.----------

-----Nine: This Deed will be interpreted in accordance with the laws of Puerto Rico and governed by them. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of the Commonwealth of Puerto Rico in the event of any litigation pursuant to this Deed. ----------

-----Ten: All notices to the parties pursuant to this Deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

----TO SELLER:----------

------LAE PROPERTIES L.L.C. ----------
------685 Avenida Santa Teresa Jornet----------
------Mayagüez, Puerto Rico 00682----------
------Attention: Edward Ruiz Noriega ----------
------Electronic Mail: laerentals@gmail.com ----------

----TO BUYER:

------CABO ROJO LAND ACQUISITION LLC----------
------733 Third Avenue ----------
------New York, NY 10017----------
------Attention: Eileen Sawyer----------
------Electronic Mail: roberto.ruiz@ccgc.com.do ----------

-----Eleven: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

-----Twelve: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or

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judicial order, the rest of this Deed will continue in full force and effect. -----Thirteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver whichever documents or instruments, public or private, necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any rectification deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of Buyer, except that each party shall bear the fees of their respective counsel.----------

---**THIRD:** The Notary advises Buyer as to the importance of filing the corresponding Change of Ownership Application at the CRIM, and to obtain before the execution of this Deed, a certification indicating whether the Property owes any sums related to property taxes. Under applicable law, Buyer is responsible for filing at the CRIM the corresponding application for Change of Ownership within thirty (30) days from the execution hereof. Buyer hereby declares that it is fully aware of the above-mentioned obligations and releases the authorizing Notary from this responsibility. ----------

----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ----------

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing

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Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstract was prepared by Capital Title Services Inc. and is dated November twenty (20), two thousand twenty-three (2023); ----------

-----(c) that subsequent to the date of such title abstract and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry as of the date of the title abstract. ----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification; ----------

-----(e) the right of the Buyer to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, *et seq.*;----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property; ----------

-----(h) of the importance of recording a copy of this Deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this Deed is not recorded at the Registry; ----------

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-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property; ----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations; ----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its contents. ----------

-----(l) of the need and consequences to the Seller of filing the *Planilla Informativas Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles* with the Puerto Rico Treasury Department; and ----------

-----(m) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et seq.*, is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Seller, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the seller and its agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they

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were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present Deed.----------

----------**READING, ACCEPTANCE AND EXECUTION** ----------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their initials on each page thereof.----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

G.J.F.R.

OPTION AGREEMENT
CONTRATO DE OPCIÓN

This Option Agreement (this "**Agreement**") is executed in San Juan, Puerto Rico, on this sixteenth (16th) day of April, two thousand twenty four (2024),

Este Contrato de Opción (este "Contrato") se otorga en San Juan, Puerto Rico, en este día dieciséis (16) de abril de dos mil veinticuatro (2024), por y entre:

APPEAR:
COMPARECEN:

AS PARTY OF THE FIRST PART: RAFAEL FRANCISCO CARDONA DURAN (hereinafter "RAFAEL") and his wife, **MARIA DEL CARMEN ACEVEDO BLANCO (hereinafter "MARIA DEL CARMEN")**, both of legal age, married to each other, physician the first and property owner the second, and residents of San Juan, Puerto Rico. RAFAEL and MARIA DEL CARMEN will be jointly referred to hereinafter as **Sellers**;

DE LA PRIMERA PARTE: RAFAEL FRANCISCO CARDONA DURAN (en adelante "RAFAEL") *y su esposa* ***MARIA DEL CARMEN ACEVEDO BLANCO (en adelante "MARIA DEL CARMEN")****, ambos mayores de edad, casados entre sí, médico el primero y propietaria la segunda, y vecinos de San Juan, Puerto Rico. RAFAEL y MARIA DEL CARMEN serán llamados en conjunto, en adelante, los "****Vendedores****";*

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AS PARTY OF THE SECOND PART: CABO ROJO LAND ACQUISITION LLC (hereinafter "**Buyer**"), a limited liability company organized, existing and in good standing in accordance with the laws of the Commonwealth of Puerto Rico, represented herein by its authorized representative, MS. GLADYS OMAYRA FONTANEZ REYES, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this Agreement arises from Certificate of Resolution of CABO ROJO LAND ACQUISITION LLC signed by Eileen Sawyer in her capacity of Manager of CABO ROJO LAND ACQUISITION LLC, executed on March nineteen (19), two thousand twenty four (2024), in New York, New York, United States of America, before notary public Eric Orenstein; and

DE LA SEGUNDA PARTE: CABO ROJO LAND ACQUISITION LLC (en adelante la "Compradora")*, una compañía de responsabilidad limitada organizada, existente y en vigor según las leyes del Estado Libre Asociado de Puerto Rico, aquí representada por su representante autorizada, GLADYS OMAYRA FONTANEZ REYES, quien es mayor de edad, soltera, abogada y vecina de San Juan, Puerto Rico, cuya autoridad para representar a la Compradora en este contrato surge de Certificación de Resolución de Cabo Rojo Land Acquisition LLC suscrita por Eileen Sawyer, en su capacidad de Gerente de Cabo Rojo Land Acquisition LLC, el diecinueve (19) de marzo de dos mil veinticuatro (2024), en Nueva York, Estado de Nueva York, Estados Unidos de América, ante el notario público Eric Orenstein; y*

AS PARTY OF THE THIRD PART: Mister **JOSE ENRIQUE PEREZ CRUZ**, also known as José E. Pérez (hereinafter the **"Broker"**), who is of legal age, married, real estate broker, and resident of Bayamón, Puerto Rico; and

DE LA TERCERA PARTE: JOSÉ ENRIQUE PÉREZ CRUZ, *también conocido como José E. Pérez (en adelante el "**Corredor**"), quien es mayor de edad, casado, corredor de bienes raíces y vecino de Bayamón, Puerto Rico; y*

STATE AND AGREE:
EXPONEN Y CONVIENEN:

ONE: Sellers are the sole owners in fee simple title ("pleno dominio") and have the possession of the parcel of land described in the Registry of the Property, Section of San Germán (the "**Registry**"), in the Spanish Language as follows (hereinafter the "PROPERTY"):

UNO: *Los Vendedores son los dueños en pleno dominio y tienen la posesión de la parcela de terreno descrita en el Registro de la Propiedad de Puerto Rico, Sección de San Germán (el "**Registro**"), en el idioma español, como sigue (en adelante la "**PROPIEDAD**"):*

> **"RUSTICA:** Parcela número setenta y seis (76), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico. Tiene una cabida superficial de diecinueve mil seiscientos cincuenta y uno punto noventa y ocho (19,651.98) metros cuadrados. En linderos: por el NORTE, en una distancia de ciento veinte punto veinte (120.20) metros lineales, con la zona marítima y el Mar Caribe; por el SUR, en una distancia de setenta y dos punto ochenta y dos (72.82) metros lineales, con una servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela y que la separa de la parcela de Enrique Carlo Aymat; por el ESTE, en una distancia de doscientos catorce punto veinte (214.20) metros lineales, con una servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela y que la separa de la parcela número setenta y siete (77) de Eduardo Ruíz Valentín; y por el OESTE, en una distancia de ciento noventa y ocho punto setenta y seis (198.76) metros lineales, con una servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela y que la separa de la parcela número setenta y cinco (75) de Quirino Merino Pedroso."

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The PROPERTY is identified in the Registry with property number eighteen thousand eight hundred five (18,805), recorded at page seventy nine (79) of volume five hundred ten (510) of Cabo Rojo, of the San Germán Section of the Registry of the Property of Puerto Rico (hereinafter the "Registry").

La PROPIEDAD está identificada en el Registro con el número de finca dieciocho mil ochocientos cinco (18,805), inscrita al folio setenta y nueve (79) del tomo quinientos diez (510) de Cabo Rojo, de la Sección de San Germán del Registro de la Propiedad de Puerto Rico (en adelante el "Registro").

The PROPERTY was acquired by Sellers through deed number twenty nine (29), executed in Mayaguez, Puerto Rico, on April fourteen (14), two thousand twenty one (2021), before notary public Luis Roberto Santos Montalvo, presented for recording at entry two thousand twenty one dash zero four zero four zero five dash S G zero one (2021-040405-SG01) of the Karibe System of the Registry.

La PROPIEDAD fue adquirida por los Vendedores mediante escritura número veintinueve (29), otorgada en Mayaguez, Puerto Rico, el catorce (14) de abril de dos mil veintiuno (2021), ante el notario público Luis Roberto Santos Montalvo, presentada para su inscripción al asiento dos mil veintiuno guión cero cuatro cero cuatro cero cinco guión SG cero uno (2021-040405-SG01).

The property tax identification number of the PROPERTY is four hundred two dash zero zero zero dash zero zero four dash sixty seven dash zero zero zero (402-000-004-67-000).

El número de identificación de la PROPIEDAD para propósitos de impuestos es cuatrocientos dos guión cero cero cero guión cero cero cuatro guión sesenta y siete guión cero cero cero (402-000-004-67-000).

To the best of Sellers' knowledge, the PROPERTY is subject to the following liens and/or encumbrances:

Según el mejor conocimiento de los Vendedores, la PROPIEDAD está sujeta a las siguientes cargas y gravámenes:

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By its origin, the PROPERTY is free and clear of liens and encumbrances.

Por su procedencia, la PROPIEDAD está libre de cargas y gravámenes.

By itself, the PROPERTY is subject to the following liens and encumbrances, which shall be considered permitted encumbrances for purposes of this Agreement:

*Por sí, la PROPIEDAD está sujeta a las siguientes cargas y gravámenes, los cuales serán considerados gravámenes permitidos para propósitos del presente Contrato (los "**Gravámenes Permitidos**"):*

1.1. Restrictive covenants of edification and use, constituted as per deed number two hundred fifty one (251), of June one (1), nineteen hundred ninety (1990), executed in Mayaguez, Puerto Rico, before notary public Roberto M. García Rullán, recorded at page seventy nine (79) of volume five hundred ten (510) of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred five (18,805), on the margin of the first (1st) recording (the "**Permitted Encumbrance**").

Condiciones restrictivas de edificación y uso constituidas según escritura número doscientos cincuenta y uno (251), del uno (1) de junio de mil novecientos noventa (1990), otorgada en Mayaguez,

Puerto Rico, ante el notario público Roberto M. García Rullán, inscrita al folio setenta y nueve (79) del tomo quinientos diez (510) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil ochocientos cinco (18,805), al margen de la primera (1ra.) inscripción.

1.2. Mortgage guaranteeing a mortgage note in the principal sum of ONE HUNDRED FORTY THOUSAND DOLLARS ($140,000), to the order of its bearer or legal holder, with interest at ten percent (10%) per annum, due upon demand, constituted as per deed number two hundred sixty (260), executed in Mayaguez, Puerto Rico, on June one (1) nineteen hundred ninety (1990), before notary public Roberto M. García Rullán, recorded at the overleaf of page seventy nine (79) of volume five hundred ten (510) of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred five (18,805), second (2nd) recording (hereinafter the "**$140,000 Mortgage**"). The cancellation of the **$140,000 Mortgage** has been requested, as more fully explained in paragraph NINE of this Agreement.
*Hipoteca en garantía de un pagaré hipotecario por la suma principal de CIENTO CUARENTA MIL DÓLARES ($140,000), a la orden de su portador o tenedor legal, con intereses al diez por ciento (10%) anual, pagadero a la demanda, constituida según escritura número doscientos sesenta (260), otorgada en Mayaguez, Puerto Rico, el uno (1) de junio de mil novecientos noventa (1990), ante el notario público Roberto M. García Rullán, inscrita al dorso del folio setenta y nueve (79) del tomo quinientos diez (510) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil ochocientos cinco (18,805), segunda (2da.) inscripción (en adelante la "**Hipoteca de $140,000**"). La cancelación de la Hipoteca de $140,000 ha sido solicitada, según se explica completamente en el párrafo NUEVE de este Contrato.*

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TWO: Buyer wishes to acquire an option to buy the PROPERTY, with all its improvements, and rights and annexes, and Sellers wish to grant, and hereby grant, said option to Buyer (hereinafter the "**Option**") in accordance with the following:

DOS: *La Compradora desea adquirir una opción para comprar la PROPIEDAD, con todas sus mejoras, derechos y anexos, y los Vendedores desean conceder, y aquí conceden, dicha opción a la Compradora (en adelante la "**Opción**"), según los siguientes:*

TERMS AND CONDITIONS:
TÉRMINOS Y CONDICIONES:

THREE: The purchase price of the PROPERTY will be the lump sum of FIVE MILLION DOLLARS ($5,000,000) (the "**Purchase Price**"). The Purchase Price is not

subject to an appraisal report, and the Sellers shall have no obligation to reduce the Purchase Price as a result of an appraisal report obtained by the Buyer. The Purchase Price will be payable as follows:

3.1. Simultaneously with the execution of this Agreement and as consideration for the Option, Buyer will pay Sellers the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000), as good faith deposit (the "**Deposit**"), which will be non-reimbursable, except only as set forth below in this Agreement. The Deposit shall be credited by the Sellers towards the Purchase Price.
*Simultáneamente con el otorgamiento de este Contrato, la Compradora le pagará a los Vendedores la suma de DOSCIENTOS CINCUENTA MIL DÓLARES ($250,000), como depósito de buena fe (el "**Depósito**"), el cual será no reembolsable, excepto únicamente según se describe más adelante en este Contrato. El Depósito será acreditado por los Vendedores al Precio de Compra.*

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3.2. Simultaneously with the execution of the public deed whereby Buyer will purchase the PROPERTY from Sellers (the "**Purchase-Sale Deed**"), Buyer will pay Sellers, through manager's check, the sum of THREE MILLION DOLLARS ($3,000,000).
*Simultáneamente con el otorgamiento de la escritura pública mediante la cual la Compradora comprará la PROPIEDAD a los Vendedores (la "**Escritura de Compraventa**"), la Compradora pagará a los Vendedores, mediante cheque de gerente, la suma de TRES MILLONES DE DÓLARES ($3,000,000).*

3.3. The balance of the Purchase Price of the PROPERTY, net of the Deposit and the payment mentioned in 3.2, *supra*, will be the sum of ONE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($1,750,000) (the "**Deferred Purchase Price**") and will be paid as follows:
*El balance del Precio de Compra de la PROPIEDAD, neto del Depósito y del pago mencionado en 3.2, supra, será la suma de UN MILLON SETECIENTOS CINCUENTA MIL DÓLARES ($1,750,000) (el "**Precio Aplazado**") y será pagadero como sigue:*

3.3.1. Five (5) consecutive semi annual installments of principal, each for the sum of THREE HUNDRED FIFTY THOUSAND DOLLARS ($350,000), of which (i) the first (1st) will be due six (6) months after the execution of the Purchase-Sale Deed; (ii) the second (2nd) will be due at the first anniversary of the execution of the Purchase-Sale

Deed; (iii) the third (3rd) will be due eighteen (18) months after the execution of the Purchase-Sale Deed; (iv) the fourth (4th) will be due at the second anniversary of the execution of the Purchase-Sale Deed; and (v) the fifth (5th) will be due thirty (30) months after the execution of the Purchase-Sale Deed.

Cinco *(5) plazos semi anuales consecutivos de principal, cada uno por la suma de TRESCIENTOS CINCUENTA MIL DÓLARES ($350,000), de los cuales (i) el primero (1ro.) vencerá seis (6) meses después del otorgamiento de la Escritura de Compraventa; (ii) el segundo (2do.) vencerá al primer aniversario del otorgamiento de la Escritura de Compraventa; (iii) el tercero (3ro.) vencerá dieciocho (18) meses después del otorgamiento de la Escritura de Compraventa; (iv) el cuarto (4to.) vencerá al segundo (2do.) aniversario del otorgamiento de la Escritura de Compraventa; y (v) el quinto (5to.) vencerá treinta (30) meses después del otorgamiento de la Escritura de Compraventa.*

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3.4. The outstanding principal balance of the Deferred Purchase Price will earn interest at a simple rate of six percent (6%) per annum. Said interest will be payable in installments that coincide with those mentioned in Section 3.3.1, *supra*.

El balance insoluto de principal del Precio Aplazado devengará intereses simples al seis por ciento (6%) anual. Dichos intereses serán pagaderos en plazos que coincidirán con los mencionados en la Sección 3.3.1, supra.

FOUR: The Option is granted for a term of one hundred eighty (180) days, starting on the date of execution of this Agreement and ending on October sixteen (16) two thousand twenty four (2024) (the "**Term**").

CUATRO: *Esta Opción se concede por un término de ciento ochenta (180) días, comenzando en la fecha de otorgamiento de este Contrato y terminará el dieciséis (16) de octubre de dos mil veinticuatro (2024) (el "**Término**").*

FIVE: If the Term ends and Buyer has not executed the Purchase-Sale Deed for the PROPERTY within the Term (except for reasons attributable to Sellers), then the Deposit will be retained by the Sellers, as liquidated damages and Sellers shall have no further liabilities or obligations to the Buyer with regards to the PROPERTY. If the PROPERTY cannot be bought by Buyer within the Term, for reasons attributable to Sellers, then Sellers will reimburse the Deposit to Buyer at the end of the Term. Buyer has represented to Sellers that, Buyer's execution of the Purchase-Sale Deed is not subject to the Buyer obtaining financing therefor. Furthermore, Buyer acknowledges and agrees that the Purchase Price shall not be modified or adjusted by the Sellers as a result of an appraisal report for the PROPERTY obtained by the Buyer.

CINCO: *Si el Término terminare y la Compradora no hubiere otorgado la Escritura de Compraventa de la PROPIEDAD dentro del Término (excepto por razones atribuibles a los Vendedores), entonces el Depósito será retenido por los Vendedores, como daños líquidos y los Vendedores no tendrán más deudas u obligaciones para con la*

Compradora acerca de la PROPIEDAD. Si la PROPIEDAD no pudiere ser comprada por la Compradora dentro del Término, por razones atribuibles a los Vendedores, entonces los Vendedores le reembolsarán el Depósito a la Compradora al final del Término. La Compradora le ha representado a los Vendedores que el otorgamiento por la Compradora de la Escritura de Compraventa no esta sujeto a la obtención por parte de la Compradora de financiamiento para ello. Además, la Compradora reconoce y acuerda que el Precio de Compra no será modificado o ajustado por los Vendedores como resultado de tasación de la PROPIEDAD obtenida por la Compradora.

SIX: The Deferred Purchase Price will be evidenced by a mortgage note in the principal sum of ONE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($1,750,000) issued by Buyer to the order of Sellers and secured by a first mortgage encumbering the PROPERTY.

SEIS: *El Precio Aplazado será evidenciado por pagare hipotecario por la suma principal de UN MILLÓN SETECIENTOS CINCUENTA MIL DÓLARES ($1,750,000), emitido por la Compradora a la orden de los Vendedores y garantizado por una primera hipoteca gravando la PROPIEDAD.*

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The public deed to constitute the above referred mortgage in guarantee of the Deferred Purchase Price will be executed before a notary public selected by Buyer and acceptable to Sellers. The legal fees, stamps in the original and first certified copy of the deed of constitution of mortgage, as well as its recording rights, will be for the account of the Buyer.

La escritura pública para constituir la referida hipoteca en garantía del Precio Aplazado será otorgada ante un notario público seleccionado por la Compradora y aceptable a los Vendedores. Los honorarios legales, sellos en el original y en la primera copia certificada de la escritura de constitución de hipoteca, así como sus derechos de inscripción, serán por cuenta y cargo de la Compradora.

SEVEN: The real estate property taxes payable to the CRIM, and all special taxes (if applicable) of the PROPERTY will be the responsibility of Sellers and payable by Sellers up to the date of execution of the Purchase-Sale Deed (the "**Closing Date**"). Thereafter, they shall be the responsibility of Buyer and payable by Buyer.

SIETE: *Las contribuciones sobre la propiedad inmueble pagaderas al CRIM y la contribución especial (si aplicare) de la PROPIEDAD serán la responsabilidad de los Vendedores y pagadas por los Vendedores hasta la fecha del otorgamiento de la Escritura de Compraventa (la "**Fecha de Cierre**"). De entonces en adelante serán responsabilidad de la Compradora y pagaderas por la Compradora.*

EIGHT: The Purchase-Sale Deed shall be executed before a notary public selected by Buyer, and the notary fees payable thereto shall be paid by the Buyer.

OCHO: *La Escritura de Compraventa será otorgada ante un notario público seleccionado por la Compradora y los honorarios notariales serán pagados por la Compradora.*

NINE: Deeds to cancel any liens or encumbrances affecting the PROPERTY, if any, existing at the time of execution of the Purchase-Sale Deed, except the Permitted Encumbrance, will be executed no later than the Closing Date, before a notary public selected by Buyer. The legal fees, stamps in the original and first certified copy of the deed(s) to cancel any liens or encumbrances affecting the PROPERTY, if any, as well as its recording rights will be for the account of Sellers, up to a maximum of six hundred four dollars with fifty cents ($604.50).

NUEVE: *Las escrituras de cancelación de cualquier carga o gravamen que afecte la PROPIEDAD, si alguna, existente(s) al momento del otorgamiento de la Escritura de Compraventa, excepto los Gravámenes Permitidos, serán otorgadas no después de la Fecha de Cierre, ante un notario público seleccionado por la Compradora. Los honorarios legales, sellos en el original y primera copia certificada de la(s) escritura(s) de cancelación de cualquier gravamen o carga que afecte la PROPIEDAD, si alguna, así como sus derechos de inscripción y gastos serán por cuenta de los Vendedores y pagaderos por los Vendedores, hasta un máximo de seiscientos cuatro dólares con cincuenta centavos ($604.50).*

As per a title study dated January thirty one (31), two thousand twenty four (2024), apart from the Permitted Encumbrance, the PROPERTY was subject to the **$140,000 Mortgage.**

Según un estudio de título fechado el treinta y uno (31) de enero de dos mil veinticuatro (2024), la PROPIEDAD está sujeta a la ***Hipoteca de $140,000****.*

G.D.F.R. MLA AEP

The cancellation of the **$140,000 Mortgage** has been requested from the Honorable Registrar of the Property of San Germán, as per document ("Instancia") subscribed by Caridad Belén Rodríguez Mayo and Juan José Doreste Rodríguez, previous owners of the PROPERTY, on March thirty one (31), two thousand twenty one (2021), affidavit number 22,920, before notary public Luis Roberto Santos Montalvo, presented for recording at entry two thousand twenty one dash zero four zero four zero five dash S G zero one (2021-040405-SG 01) of the Karibe System, Section of San Germán of the Registry, on April eight (8), two thousand twenty one (2021). Buyer will proceed to execute the Purchase Sale Deed, even if the referenced "Instancia" to cancel the **$140,000 Mortgage** is still pending registration in the Registry.

La cancelación de la ***Hipoteca de $140,000*** *ha sido solicitada al Honorable Registrador de la Propiedad de San Germán, según documento ("Instancia") suscrito por Caridad Belén Rodríguez Mayo y Juan José Doreste Rodríguez, dueños anteriores de la PROPIEDAD, el treinta y uno (31) de marzo de dos mil veintiuno (2021), afidávit número veintidós mil novecientos veinte (22,920), ante el notario público Luis Roberto Santos Montalvo, presentada para su inscripción al asiento dos mil veintiuno guión cero cuatro cero cuatro cero cinco guión SG cero uno (2021-040405-SG01) del Sistema Karibe de la Sección de San Germán del Registro, el ocho (8) de abril de dos mil veintiuno (2021). La Compradora procederá a otorgar la Escritura de Compraventa de la PROPIEDAD aunque la referida Instancia para cancela la* ***Hipoteca de $140,000*** *este aún pendiente de inscripción en el Registro.*

TEN: Buyer specifically acknowledges and agrees that, except as expressly set forth in Paragraph FIFTEEN of this Agreement, (i) Sellers shall sell and Buyer shall purchase the PROPERTY "as-is," "where-is" and "with all faults" and latent and patent defects, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or written, express or implied, statutory or otherwise, from Sellers or any of its agents, employees, members, representatives, attorneys or brokers (each such party, a "**Sellers Affiliate**") as to any matter concerning the PROPERTY, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the PROPERTY provided by Sellers to Buyer (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the PROPERTY or any aspect or portion thereof (including, without limitation, structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities, electrical, mechanical, HVAC, plumbing, sewage, and utility systems, facilities, and appliances, soils, geology, and groundwater); (b) the dimensions, area, and lot size of the PROPERTY and the square footage of the buildings or improvements located thereon or of any tenant space therein; (c) the development or income potential, or rights of or relating to, the PROPERTY or the PROPERTY's use, habitability, merchantability, or fitness, or the suitability, value, or adequacy of the PROPERTY for any particular purpose; (d) the zoning or other legal status of the PROPERTY or any other public or private restrictions on the use of the PROPERTY, the compliance of the PROPERTY or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of Buyer or any other person to obtain any necessary governmental approvals, licenses, or permits for Buyer's or such other person's intended use or development of the PROPERTY; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters relating to the operation of the PROPERTY. Buyer expressly acknowledges and agrees that Buyer is not relying on any representation or warranty of Sellers or any Sellers Affiliate, whether implied, presumed, or expressly provided at law or otherwise, arising by virtue of any statute, common law, or other legally binding right or remedy in favor of Buyer. Buyer further acknowledges and agrees that Sellers are under no duty to make any inquiry regarding any matter that may or may not be known to Sellers or any Sellers Affiliate. Upon execution of the Purchase-Sale Deed, Buyer shall assume the risk of adverse matters relating to adverse physical and legal conditions that may not have been revealed by Buyer's investigations, and Buyer, upon execution of the Purchase-Sale Deed, shall be deemed to have waived, relinquished and released Sellers and all Sellers Affiliate from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which Buyer might have asserted or alleged or may assert or allege in the future against Sellers or any Sellers Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws, and any and all other acts, omissions, events, circumstances or matters regarding the PROPERTY. This Section shall survive the execution of the Purchase-Sale Deed.

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DIEZ: *La Compradora específicamente reconoce y acepta que, excepto según se dispone expresamente en el párrafo QUINCE del este Contrato, (i) los Vendedores, mediante la Escritura de Compraventa, venderán y la Compradora comprará la PROPIEDAD "donde está, como está" con todas sus faltas y defectos; (ii) la Compradora no está descansando en representación o garantía de clase alguna, oral o escrita, expresa o implícita, estatutaria o de cualquier otra naturaleza, de parte de los Vendedores o de algún agente, empleado, miembro, representante, abogado o corredor (cada uno de ellos un "Afiliado de los Vendedores") acerca de cualquier asunto concerniente a la PROPIEDAD, o que aparezca o este contenido o mencionado en cualquier material, documento, estudio, reporte, información o datos relacionados a la PROPIEDAD provisto(s) por los Vendedores a la Compradora (incluyendo sin limitación, su corrección e integridad) e incluyendo, sin limitación: (a) la calidad, naturaleza, habitabilidad, mercabilidad, uso, operación, valor, adecuacidad o condición física de la PROPIEDAD o cualquier aspecto o porción de la misma (incluyendo, sin limitación, elementos estructurales, cimientos, techos, accesorios, accesos, jardinería, facilidades de estacionamiento, electricidad, plomería, HVAC, e instalaciones mecánicas, alcantarillado, servicios ["utilities"], facilidades, enseres, suelos, geología y nivel freático); (b) las dimensiones, áreas y tamaño de la PROPIEDAD y los pies cuadrados de los edificios o mejoras en la misma, si alguno, o de cualquier espacio arrendado en la misma; (c) el potencial de desarrollo o ingresos de la PROPIEDAD, o derechos relacionados a la PROPIEDAD o al uso, habitabilidad, mercabilidad, aptitud física, valor, o adecuacidad de la PROPIEDAD para cualquier propósito; (d) la zonificación u otro estado o condición legal de la PROPIEDAD o cualquier otra restricción pública o privada en el uso de la PROPIEDAD, el cumplimiento de la PROPIEDAD con cualquier aplicable código, ley, regulación, estatuto, ordenanza, convenio, condición y restricción de cualquier autoridad gubernamental o de otra persona o entidad (incluyendo, sin limitación, el "American with Disabilities Act"); (e) la capacidad de la Compradora o de cualquier otra persona de obtener cualquier necesaria aprobación gubernamental, licencia o permiso para el uso propuesto para la PROPIEDAD por la Compradora o aquellas otras personas que contemplan usar o desarrollar la PROPIEDAD (f) la calidad de cualquier labor, trabajo o material usado en la construcción de cualquier mejora; (g) las condiciones económicas o los ingresos y gastos, proyecciones de ingresos o gastos y otros asuntos financieros acerca de la operación de la PROPIEDAD. La Compradora expresamente reconoce y acuerda que la Compradora no está descansando en representación o garantía alguna por parte de los Vendedores o de Afiliado de los Vendedores, ya sea implícita, presumida o expresamente provista por ley o de otra forma, que surja en virtud de cualquier estatuto, derecho común o cualquier otro vinculante derecho o remedio a favor de la Compradora. La Compradora también reconoce y acuerda que los Vendedores no tienen obligación alguna de hacer investigaciones acerca de cualquier asunto conocido o desconocido por los Vendedores o cualquier Afiliado de los Vendedores. Al otorgarse la Escritura de Compraventa, la Compradora asumirá el riesgo de asuntos adversos relacionados con investigaciones adversas y la Compradora, al otorgarse la Escritura de Compraventa, se entenderá que ha reconocido y relevado a los Vendedores y a los Afiliados de los Vendedores de y contra cualquier reclamación, de cualquiera y toda naturaleza y carácter (incluyendo honorarios de abogados), conocida o desconocida, que la Compradora pudiera haber presentado o alegado o pudiere presentar o alegar en el futuro contra los*

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Vendedores o cualquier Afiliado de los Vendedores en cualquier momento por causa de, o que surgiere de, cualquier defecto aparente o latente, condición física, violación a cualquier ley aplicable y cualquier otro acto, omisión, evento, circunstancia o asunto relacionado a la PROPIEDAD. Esta Sección sobrevivirá al otorgamiento de la Escritura de Compraventa.

ELEVEN: Through the Purchase-Sale Deed, Buyer will acquire recordable fee simple title to the PROPERTY and possession thereof, free and clear of occupants, liens and encumbrances, except only the Permitted Encumbrance. During the Term of the Option, Sellers shall have possession of the PROPERTY and will be allowed to conduct legal business activities in the PROPERTY, in the ordinary course.

ONCE: *Mediante la Escritura de Compraventa, la Compradora adquirirá título en pleno dominio inscribible sobre la PROPIEDAD y la posesión de la misma, libre de ocupantes, cargas y gravámenes, excepto únicamente los Gravámenes Permitidos. Durante el Término de la Opción, los Vendedores tendrán la posesión de la PROPIEDAD y estarán autorizados a conducir actividades de negocios lícitos en la PROPIEDAD, en el curso ordinario.*

TWELVE: The notarial fees, stamps on the originals, stamps on the first certified copy and recording rights in the Registry of the Purchase-Sale Deed will be paid by Buyer. The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of the deed(s) of cancellation, if any, related to the PROPERTY shall be paid by Sellers.

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DOCE: *Los honorarios notariales, sellos en el original, sellos en la primera copia certificada y derechos de inscripción en el Registro de la Escritura de Compraventa serán pagados por la Compradora. Los honorarios notariales, sellos en el original, sellos en la primera copia certificada y derechos de inscripción en el Registro de la(s) escritura(s) de cancelación, si alguna, relacionadas a la PROPIEDAD serán pagados por los Vendedores.*

THIRTEEN: This Agreement will be interpreted in accordance with the laws of Puerto Rico and governed by them. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of Puerto Rico in the event of any litigation pursuant to this Agreement.

TRECE: *Este Contrato será interpretado de acuerdo a las leyes de Puerto Rico y gobernado por ellas. Las partes comparecientes se someten a la jurisdicción exclusiva del Tribunal General de Justicia de Puerto Rico en caso de cualquier litigio en virtud de este Contrato.*

FOURTEEN: All notices to the parties pursuant to this Agreement must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:

CATORCE: *Todas las notificaciones a las partes en virtud de este Contrato deben ser por correo certificado con acuse de recibo, con copias por correo electrónico, a las siguientes respectivas direcciones de las partes:*

TO SELLERS:
A LOS VENDEDORES:
DR. RAFAEL FRANCISCO CARDONA DURAN
MRS. MARIA DEL CARMEN ACEVEDO BLANCO
Urb. Monteverde Real
96 Calle Tulip
San Juan, PR 00926-5930
Electronic Mail: mcacevedo2008@yahoo.com

TO BUYER:
A LA COMPRADORA:
CABO ROJO LAND ACQUISITION LLC
Ochoa Building
500 de la Tanca Street, Suite 514
San Juan, PR 00901
Attention: Eileen Sawyer

with copy to:
con copia a:

250 Muñoz Rivera Avenue, Suite 440
San Juan, PR 00918
Attention: Roberto Ruíz
Electronic Mail: roberto.ruiz@ccgc.com.do

TO BROKER:
AL CORREDOR:
Calle Cádiz 1218
Puerto Nuevo
San Juan, Puerto Rico 00920
Attention: José Enrique Pérez Cruz
Electronic Mail: passportre@gmail.com

FIFTEEN: Sellers represent and warrant to Buyer that, to the best of Sellers' knowledge, in the PROPERTY there are no toxic, dangerous, contaminated or contaminating substances, and that the PROPERTY has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances. EXCEPT FOR THE FOREGOING REPRESENTATION, BUYER ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER BY SELLERS OR ANY AGENT, OFFICER, EMPLOYEE OR REPRESENTATIVE THEREOF REGARDING THE PROPERTY. BUYER HEREBY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS SALE IS MADE WITHOUT REPRESENTATION, COVENANT OR WARRANTY

OF ANY KIND (WHETHER EXPRESS, IMPLIED OR STATUTORY) BY SELLERS, EXCEPT AS SPECIFICALLY SET FORTH IN THIS PARAGRAPH.

QUINCE: *Los Vendedores representan y garantizan que, según el mejor conocimiento de los Vendedores, en la PROPIEDAD no hay sustancias tóxicas peligrosas, contaminadas o contaminantes. EXCEPTO POR LA SUSODICHA REPRESENTACIÓN, LA COMPRADORA RECONOCE QUE NO ESTA DESCANSANDO EN REPRESENTACIONES O GARANTIAS DE CLASE ALGUNA POR PARTE DE LOS VENDEDORES O SUS AGENTES, OFICIALES, EMPLEADOS O REPRESENTANTES ACERCA DE LA PROPIEDAD. LA COMPRADORA AQUÍ ACUERDA QUE, HASTA EL ALCANCE MAXIMO PERMITIDO POR CUALQUIER LEY APLICABLE, ESTA COMPRAVENTA SE EFECTUA SIN REPRESENTACION, CONVENIO O GARANTIA DE CLASE ALGUNA (TANTO EXPRESA COMO IMPLICITA O ESTATUTARIA) POR PARTE DE LOS VENDEDORES, EXCEPTO SEGÚN SE DISPONE EN EL PRESENTE PARRAFO.*

SIXTEEN: The appearing parties acknowledge that the Broker, mister José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy eight (10,478), alone or in association with other brokers, has acted as real estate broker for Buyer in the transaction which is the subject of this Option. The fees to Mr. Pérez Cruz and his associates, if any, for said service will be the responsibility of Buyer and paid by Buyer simultaneously with the execution of the Purchase-Sale Deed, only if the Option is exercised by Buyer and Buyer buys the PROPERTY pursuant to the Option. Said fees will amount to TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000), equivalent to five percent (5%) of the Purchase-Sale Price of the PROPERTY. Sellers will not be responsible for the payment of any fees to Mr. José Enrique Pérez Cruz. Mr. Eugenio Suárez has assisted Mr. José Enrique Pérez Cruz in his efforts as a broker. Mr. Eugenio Suárez's fees for said assistance will be borne by Broker. Sellers will not be responsible for the payment of any brokerage commission and Sellers represent that they have not used brokers or intermediaries in connection with the purchase sale of the PROPERTY.

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DIECISÉIS: *Las partes comparecientes reconocen que el Corredor, señor José Enrique Pérez Cruz, corredor de bienes raíces de Puerto Rico con la licencia número diez mil cuatrocientos setenta y ocho (10,478), solo o en sociedad con otros corredores, ha actuado como corredor de la Compradora en la transacción objeto de esta Opción. Los honorarios del señor Pérez Cruz y sus asociados, si alguno, por dichos servicios serán responsabilidad de la Compradora y serán pagados por la Compradora simultáneamente con el otorgamiento de la Escritura de Compraventa, solamente si la Opción es ejercitada por la Compradora y la Compradora compra la PROPIEDAD en virtud de la Opción. Dichos honorarios ascenderán a la suma de DOSCIENTOS CINCUENTA MIL DÓLARES ($250,000), equivalentes al cinco por ciento (5%) del Precio de Compra de la PROPIEDAD. Los Vendedores no serán responsables del pago de honorario alguno al señor José Enrique Pérez Cruz. El señor Eugenio Suárez ha asistido al señor José Enrique Pérez Cruz en sus esfuerzos como corredor. Los honorarios del señor Eugenio Suárez por dicha asistencia serán cubiertos por el Corredor. Los Vendedores no serán responsables del pago de comisión de corretaje alguna y los*

Vendedores representan que ellos no han usado corredores o intermediarios con relación a la compraventa de la PROPIEDAD.

SEVENTEEN: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Agreement.

DIECISIETE: *El plural y el singular, así como el masculino, femenino, neutro y demás géneros se usan indistintamente en este Contrato.*

EIGHTEEN: In the event that any clause or provision of this Agreement is declared null, void or invalid by a final and firm resolution, judgement or judicial order, then and in that event the rest of this Agreement will continue in full force and effect.

DIECIOCHO: *En caso de que cualquier cláusula o disposición de este Contrato fuere declarada nula, inválida o no vinculante mediante resolución, sentencia u orden judicial final y firme, entonces y en ese caso, el resto de este Contrato continuará en pleno vigor y efecto.*

NINETEEN: During the Term, Buyer and its employees, agents and/or contractors are authorized to enter the PROPERTY to make studies, identify boundaries, take measurements and make inspections, during business days and hours, and the persons entering the PROPERTY pursuant to this authorization will be responsible for the damages suffered or caused by them in the PROPERTY. Every employee who enters the PROPERTY pursuant to this authorization will be insured by a valid policy of the Puerto Rico State Insurance Fund, and, if applicable, of the "Chauffers' Insurance" or "Seguro Choferil". In addition, Buyer will have in place, during the term of the Option, a public liability insurance policy covering damages caused or suffered in the PROPERTY by the persons who enter it pursuant to this authorization, with a minimum coverage of ONE MILLION DOLLARS ($1,000,000) per occurrence. Sellers will appear as co-insured in the policy, together with Buyer, as their respective interests appear. BUYER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SELLERS FROM AND AGAINST ANY AND ALL LIENS, ACTIONS, LOSSES, COSTS, DAMAGES, CLAIMS, LIABILITIES, EXPENSES, PENALTIES, FINES, INTEREST OR SUITS (INCLUDING LITIGATION EXPENSES AND COURT COSTS AND REASONABLE ATTORNEYS' FEES) BROUGHT, SOUGHT OR INCURRED BY OR AGAINST THE SELLERS RESULTING FROM, ARISING OUT OF, OR IN ANY WAY RELATING TO, ENTRY UPON THE PROPERTY BY BUYER OR ANY OF THE OTHER BUYER'S REPRESENTATIVES OR OTHERWISE IN ANY WAY RELATED TO ANY OF BUYER'S INSPECTIONS OR INVESTIGATIONS OF THE PROPERTY, WHETHER CONDUCTED PRIOR TO, AS OF OR SUBSEQUENT TO THE DATE OF THIS AGREEMENT, OR ANY VIOLATION OF THE PROVISIONS OF THIS PARAGRAPH NINETEEN EXCEPT FOR ANY LIENS, ACTIONS, LOSSES, COSTS, DAMAGES, CLAIMS AND LIABILITIES WHICH ARE CAUSED BY SELLERS OR SELLERS' REPRESENTATIVES' WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. The foregoing indemnification and repair and restoration obligations (herein collectively referred to as "**Buyer's Indemnity**") shall expressly survive the Closing Date or any earlier termination of this Agreement.

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DIECINUEVE: *Durante el Término, la Compradora y sus empleados, agentes y/o contratistas estarán autorizados a entrar a la PROPIEDAD para hacer estudios, identificar linderos, tomar medidas y hacer inspecciones, durante días y horas laborables, y las personas que entren a la PROPIEDAD en virtud de esta autorización serán responsables de los daños que sufran o causen en la PROPIEDAD. Todo empleado que entre a la PROPIEDAD en virtud de esta autorización estará asegurado por una póliza de seguro válida del Fondo del Seguro del Estado de Puerto Rico y, si aplicable, del Seguro Choferil. Además, la Compradora mantendrá una póliza de responsabilidad pública cubriendo daños causados o sufridos en la PROPIEDAD por las personas que entren a la misma en virtud de la presente autorización, con una cubierta mínima de UN MILLÓN DE DÓLARES ($1,000,000) por evento. Los Vendedores aparecerán como co-asegurados en dicha póliza, junto con la Compradora, según aparezcan sus respectivos intereses. LA COMPRADORA INDEMNIZARA, DEFENDERA Y MANTENDRA A SALVO A LOS VENDEDORES CONTRA CUALQUIER Y TODO GRAVAMEN, ACCION, PÉRDIDAS, COSTOS, DAÑOS, RECLAMACIONES, PASIVOS, GASTOS, PENALIDADES, MULTAS, SENTENCIAS O DEMANDAS (INCLUYENDO GASTOS DE LITIGIOS, COSTAS DEL TRIBUNAL Y HONORARIOS RAZONABLES DE ABOGADOS) TRAIDOS, BUSCADOS O INCURRIDOS POR O CONTRA LOS VENDEDORES Y RESULTANTES DE, O SURGIENDO POR MOTIVO DE, O EN CUALQUIER FORMA RELACIONADOS CON, LA ENTRADA EN LA PROPIEDAD POR LA COMPRADORA O CUALQUIER OTRO REPRESENTANTE DE LA COMPRADORA O DE CUALQUIERA OTRA FORMA RELACIONADO(S) A CUALQUIER INSPECCIÓN O INVESTIGACIÓN POR LA COMPRADORA DE LA PROPIEDAD, CONDUCIDA TANTO ANTES DE, O DESPUES DE, LA FECHA DE ESTE CONTRATO, O POR CUALQUIER VIOLACION DE LAS DISPOSICIONES DE ESTE PARRAFO DIECINUEVE, EXCEPTO CUALQUIER GRAVAMEN, ACCIÓN, PÉRDIDA, COSTO DAÑO, RECLAMACIONES Y DEUDAS QUE SEAN CAUSADAS POR MALA CONDUCTA INTENCIONAL O CRASA NEGLIGENCIA DE LOS VENDEDORES O POR REPRESENTANTES DE LOS VENDEDORES. Las referidas obligaciones de reparación y restauración (aquí llamadas en conjunto las "Indemnizaciones por la Compradora") expresamente sobrevivirán la Fecha de Cierre o cualquier terminación anterior de este Contrato.*

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TWENTY: During the Term, Buyer, at Buyer's sole expense, is authorized to seek the approvals, permits and endorsements necessary for the development in the PROPERTY of a residential, recreational and tourism project, or of part of a residential, recreational and tourism project, provided the existing DTS zoning of the PROPERTY is not changed, and that such approvals, permits and endorsements (i) comply with the requirements of the existing DTS zoning of the PROPERTY; and (ii) do not negatively affect and/or diminish the value or quality of the PROPERTY. Sellers hereby commit to confirm this authorization in writing if required by Buyer, for presentation to the corresponding public or governmental agencies and entities. If the PROPERTY is not purchased by Buyer, all approvals, permits and endorsements obtained by Buyer for the PROPERTY pursuant to the aforesaid authorization will be transferred and assigned by Buyer to Sellers at the end of the Term, at no cost to Sellers. Buyer acknowledges

and agrees that (A) the Term shall not be extended as a result of delays or failures by the Buyer to obtain the desired permits for Buyer's intended use of the PROPERTY; and (B) Sellers shall not be under any obligation to return the Deposit to Buyer due to a failure or delay by the Buyer in obtaining the permits required for Buyer's intended use of the PROPERTY.

VEINTE: *Durante el Término, la Compradora, al solo costo de la Compradora, esta autorizada a solicitar aprobaciones, permisos y endosos necesarios para el desarrollo en la PROPIEDAD de un proyecto residencial , recreacional y turístico, o de parte de un proyecto residencial, recreacional y turístico, siempre y cuando la zonificación DTS de la PROPIEDAD no se cambie y que dichas aprobaciones, permisos y endosos (i) cumplan con los requisitos de la existente zonificación DTS de la PROPIEDAD, y (ii) no afecten negativamente o disminuyan el valor o calidad de la PROPIEDAD. Los Vendedores aquí se comprometen a confirmar esta autorización por escrito, si fuere requerido por la Compradora, para presentación a las correspondientes agencias o entidades públicas o gubernamentales. Si la PROPIEDAD no fuere comprada por la Compradora, todas las aprobaciones, permisos y endosos obtenidos por la Compradora para la PROPIEDAD en virtud de la referida autorización serán transferidos y cedidos por la Compradora a los Vendedores al finalizar el Término, sin costo a los Vendedores. La Compradora reconoce y acuerda que (A) el Término no será extendido como resultado de demoras o fracasos por la Compradora en la obtención de los permisos deseados para el uso propuesto por la Compradora para la PROPIEDAD; y (B) los Vendedores no tendrán obligación alguna de devolver el Depósito a la Compradora por el fracaso o demora de la Compradora en obtener los permisos requeridos para que la Compradora le dé el uso que interesa a la PROPIEDAD.*

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TWENTY ONE: The PROPERTY may not be materially altered during the Term, except only if specifically authorized in advance, in writing, by Sellers and Buyer.

VEINTIUNO: *La PROPIEDAD no será materialmente alterada durante el Término, excepto solo con la previa autorización escrita de los Vendedores y la Compradora.*

TWENTY TWO: The Option is not transferable by Sellers. Conversely, Buyer is authorized to transfer or assign this Agreement and all its rights and obligations hereunder, at the sole option and discretion of Buyer.

VEINTIDÓS: *Esta Opción no es transferible por los Vendedores. Por otro lado, la Compradora está autorizada a transferir o asignar el presente Contrato y todos sus derechos y obligaciones en virtud del mismo, a la sola opción y discreción de la Compradora.*

TWENTY THREE: It is required for the execution of the Option Agreement that Sellers complete and make available to Buyer, through its real estate broker, the form attached herein and made a part hereof as **Exhibit A**, duly filled.

VEINTITRÉS: *Es requisito previo indispensable para el otorgamiento de la Opción que los Vendedores completen y hagan llegar a la Compradora, a través de su corredor de bienes raíces, el formulario que se aneja a la presente haciéndose formar parte de la misma como **Anejo A**, debidamente cumplimentado.*

IN WITNESS WHEREOF, the appearing parties execute and sign this Agreement on the dates and in the places which appear in the affidavits underneath their respective signatures, below, to be effective in San Juan, Puerto Rico, on the date which appears in its introductory paragraph, above.

POR TODO LO CUAL, *las partes comparecientes otorgan y firman este Contrato en las fechas y lugares que aparecen en los afidávits debajo de sus respectivas firmas, al calce de este Contrato, para ser efectivo en San Juan, Puerto Rico, en la fecha que aparece en su párrafo introductorio, antes en este Contrato.*

RAFAEL FRANCISCO CARDONA DURAN

MARIA DEL CARMEN ACEVEDO BLANCO

CABO ROJO LAND ACQUISITION LLC

GLADYS OMAYRA FONTANEZ REYES
Authorized Representative

JOSE ENRIQUE PEREZ CRUZ

Affidavit Number: 4,625
Afidávit Número: 4,625

Acknowledged and subscribed before me by Rafael Francisco Cardona Durán and his wife, María del Carmen Acevedo Blanco, both of legal age, married to each other, physician the first and property owner the second and residents of Caguas, Puerto Rico, both personally known to me. In San Juan, Puerto Rico, on this sixteenth (16th) day of April, two thousand twenty four (2024).

Reconocido y suscrito ante mi por Rafael Francisco Cardona Durán y su esposa, María del Carmen Acevedo Blanco, ambos mayores de edad, casados entre sí, medico el primero y ama de casa la segunda y vecinos de Caguas, Puerto Rico, a quienes conozco personalmente. En San Juan, Puerto Rico, hoy dieciséis (16) de abril de dos mil veinticuatro (2024).

RECIBO
Sello
4U23-00039413
9397
02/15/2024
$5.00
Sello de Asistencia Legal
80004-2024-0215-92159203

MARÍA DEL ROSARIO PUJOL THOMPSON
ABOGADO-NOTARIO

Notary Public
Notario Público

Affidavit Number: 4,624
Afidávit Número: 4,624

Acknowledged and subscribed before me by Gladys Omayra Fontanez Reyes, of legal age, single, attorney at law and resident of San Juan, Puerto Rico, in his capacity as Authorized Representative of Cabo Rojo Land Acquisition LLC, who is personally known to me. In San Juan, Puerto Rico, on this sixteenth (16th) day of April, two thousand twenty four (2024).

Reconocido y suscrito ante mi por Gladys Omayra Fontanez Reyes, mayor de edad, soltera, abogada y vecina de San Juan, Puerto Rico, en su carácter de Representante Autorizada de Cabo Rojo Land Acquisition LLC, a quien conozco personalmente. In San Juan, Puerto Rico, hoy dieciséis (16) de abril de dos mil veinticuatro (2024).

RECIBO
Sello
9397
03/12/2024
$5.00
Sello de Asistencia Legal
80004-2024-0312-66577158

MARÍA DEL ROSARIO PUJOL THOMPSON
ABOGADO-NOTARIO

Notary Public
Notario Público

Affidavit Number: 4,626
Afidávit Número: 4,626

Acknowledged and subscribed before me by José Enrique Pérez Cruz, of legal age, married, real estate broker and resident of Bayamón, Puerto Rico, in his personal capacity, who is personally known to me. In San Juan, Puerto Rico, on this sixteenth (16th) day of April, two thousand twenty four (2024).
Reconocido y suscrito ante mi por José Enrique Pérez Cruz, mayor de edad, casado, corredor de bienes raíces y vecino de Bayamón, Puerto Rico, en su carácter personal y a quien conozco personalmente. En San Juan, Puerto Rico, hoy dieciséis (16) de marzo de dos mil veinticuatro (2024).



Notary Public
Notario Público



G.D.F.R.
MRA
AEP

OPTION AGREEMENT

This Option Agreement (this "**Agreement**") is executed in San Juan, Puerto Rico, on this twenty fifth (25th) day of March, two thousand twenty four (2024),

APPEAR:

AS PARTY OF THE FIRST PART: EL COMBATE DEVELOPMENT, LLC (hereinafter "**Seller**"), a limited liability company organized, existing and in good standing in accordance with the laws of the Commonwealth of Puerto Rico, represented herein by its President, MR. VICTOR ANDINO FIGUEROA, who is of legal age, married, business executive and resident of Toa Baja, Puerto Rico, whose authority to represent Seller in this agreement arises from Certificate of Resolution of EL COMBATE DEVELOPMENT, LLC, signed by Brenda Otero Robles in her capacity of Secretary of EL COMBATE DEVELOPMENT, LLC, executed on February twenty three (23), two thousand twenty four (2024), in San Juan, Puerto Rico, affidavit number two hundred eighty (280), before notary public Pedro Ortíz Cortés;

AS PARTY OF THE SECOND PART: CABO ROJO LAND ACQUISITION LLC (hereinafter "**Buyer**"), a limited liability company organized, existing and in good standing in accordance with the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, MS. GLADYS OMAYRA FONTANEZ REYES, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this agreement arises from Certificate of Resolution of CABO ROJO LAND ACQUISITION LLC signed by Eileen Sawyer in her capacity of Manager of CABO ROJO LAND ACQUISITION LLC, executed on March nineteen (19), two thousand twenty four (2024), in New York, New York, United States of America, before notary public Eric Orenstein; and

G.D.F.R.

AS PARTY OF THE THIRD PART: ICONIC REALTY GROUP, LLC (hereinafter the "**Broker**"), a limited liability company organized, existing and in good standing in accordance with the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, MRS. ILEANA MARGARITA CAMBÓ SAAVEDRA, who is of legal age, married, real estate broker and resident of San Juan, Puerto Rico, whose authority to represent the Broker in this agreement arises from Certificate of Resolution of ICONIC REALTY GROUP, LLC signed by Roberto Manuel Cacho Pérez in his capacity of Assistant Secretary of ICONIC REALTY GROUP, LLC, executed on March twenty two (22), two thousand twenty four (2024), in San Juan, Puerto Rico, affidavit number four thousand six hundred seven (4,607), before notary public María del Rosario Pujol Thompson; and

STATE AND AGREE:

ONE: Seller is the sole owner of fee simple title ("pleno dominio") and has the possession of the parcel of land described in the Registry of the Property of Puerto Rico, San Germán Section (the "**Registry**"), in the Spanish language, as follows (hereinafter the "PROPERTY"):

> "**RUSTICA:** Porción de terreno localizado en el Barrio Llanos Costa, Sector El Corozo, del término municipal de Cabo Rojo, Puerto Rico. Identificado como Predio "D" en el correspondiente Plano de Inscripción. Con una cabida superficial de noventa y ocho mil doscientos cincuenta y nueve metros cuadrados con setecientas cincuenta milésimas de otro (98,259.750 m.c.), equivalentes a veinticinco cuerdas (25 cdas.). Colindante por el NORTE, en cuatrocientos sesenta y cuatro punto treinta y nueve metros (464.39 m.), con el Predio "E"; por el SUR, en doscientos setenta y cuatro punto ochenta y nueve metros (274.89 m.), con el Predio "A", en cien metros (100 m.) con el Predio "C" y en noventa y siete punto setenta y dos metros (97.72 m.) con el Predio "R"; por el SUROESTE, en veinticinco punto diecisiete metros (25.17 m.) con el Predio "B"; por el SURESTE, en quince metros (15.00 m.), con camino público existente; por el ESTE, en ciento treinta y nueve punto noventa y nueve metros (139.99 m.), con el Predio "C" y en doscientos cuarenta y dos punto cincuenta y un metros (242.51 m.), con el Predio número trece (13); y por el OESTE, en ciento treinta y nueve punto noventa y nueve metros (139.99 m.), con el Predio "C" y en doscientos treinta y dos punto treinta y un metros (232.31 m.), con terrenos del doctor Enrique Carlo Aymat."

The PROPERTY is identified in the Registry as property number twenty four thousand nine hundred thirty (24,930), recorded at page one hundred thirty seven (137) of volume six hundred eighty four (684) of Cabo Rojo, of the Registry.

The PROPERTY was acquired by Seller through deed number six (6), executed in San Juan, Puerto Rico, on March three (3), two thousand twenty one (2021), before notary public Jaime Fernando González Suárez, presented for recording at entry two thousand twenty one dash zero two four four four zero dash S G zero one (2021-024440-SG01) of the Karibe System of the Registry.

The property tax identification number assigned to the PROPERTY by the Centro de Recaudación de Ingresos Municipales ("CRIM") is four hundred two dash zero zero zero dash zero zero five dash fifty four dash zero zero zero (402-000-005-54-000).

To the best of Sellers' knowledge, the PROPERTY is subject to the following liens and/or encumbrances:

By its origin, the PROPERTY is free and clear of liens and encumbrances.

By itself, the PROPERTY is subject to the following liens and encumbrances:

1.1. Perpetual right of way easement encumbering the PROPERTY in favor of property number twenty four thousand nine hundred twenty nine (24,929), recorded at the movable page ("folio móvil") of Cabo Rojo of the Registry. This easement was constituted as per deed number two hundred twenty eight (228), executed in Cabo Rojo, Puerto Rico, on August twenty eight (28), nineteen hundred ninety nine (1999), before notary public Rafael Doitteau Cruz, recorded at page one hundred thirty nine (139) of volume six hundred eighty four (684) of Cabo Rojo of the Registry, parcel number twenty four thousand nine hundred thirty (24,930), second (2nd) recording (the "**Permitted Encumbrance**").

G.D.F.R.

1.2. Mortgage guaranteeing a mortgage note in the principal sum of TWO MILLION FIVE HUNDRED THOUSAND DOLLARS ($2,500,000), of which SIX HUNDRED THOUSAND DOLLARS ($600,000) correspond to the PROPERTY, to the order of Cooperativa de Ahorro y Crédito Saulo D. Rodríguez, or its legal holder, with interest at fifteen percent (15%) per annum, due upon demand, constituted as per deed number thirty eight (38), executed in Gurabo, Puerto Rico, on October twenty eight (28), two thousand twenty two (2022), before notary public José Guillermo Barea Fernández, presented for recording on November three (3), two thousand twenty two (2022), at entry two thousand twenty two dash one four three two one one dash S G zero one (2022-143211-SG 01) of the Karibe System of the Registry.

TWO: Buyer wishes to acquire an option to buy the PROPERTY, with all its improvements, and rights and annexes, and Seller wishes to grant, and hereby grants, said option to Buyer (hereinafter the "**Option**"), in accordance with the following:

TERMS AND CONDITIONS:

THREE: The purchase price of the PROPERTY will be the lump sum of TWO MILLION DOLLARS ($2,000,000) (the "**Purchase Price**"). The Purchase Price is not subject to any appraisal report, and Seller shall have no obligation to reduce the Purchase Price as a result of appraisal report(s) obtained by Buyer or any other person(s) or entity(ies). The Purchase Price will be payable as follows:

3.1. Simultaneously with the execution of this Agreement and as consideration for the Option, Buyer has paid to the order of Seller the sum of ONE HUNDRED THIRTY FIVE THOUSAND DOLLARS ($135,000), as good faith deposit (the "**Deposit**"), which will be non-reimbursable, except only as set forth below in this Agreement. The Deposit shall be credited to the Purchase Price simultaneously with the execution of the Purchase-Sale Deed (as defined below).

3.2. Simultaneously with the execution of the public deed whereby Buyer will purchase the PROPERTY from Seller (the "**Purchase-Sale Deed**"), Buyer will pay to Seller, through manager's check, the sum of ONE MILLION EIGHT HUNDRED SIXTY FIVE THOUSAND DOLLARS ($1,865,000).

FOUR: The Option is granted for a term of one hundred fifty (150) days, starting on March first (1st), two thousand twenty four (2024) and ending on August first (1st), two thousand twenty four (2024) (the "**Term**").

FIVE: If Buyer does not execute the Purchase-Sale Deed within the Term (except for reasons attributable to Seller), then the Deposit will be retained by the Seller, as liquidated damages and Seller shall have no further liabilities or obligations to Buyer with regards to the PROPERTY. If the PROPERTY cannot be bought by Buyer within the Term, for reasons attributable to Seller, then Seller will reimburse the Deposit to Buyer at the end of the Term and Buyer will not relinquish its right to buy the PROPERTY as per the applicable terms and conditions of this Agreement. Buyer has represented to Seller that Buyer's execution of the Purchase-Sale Deed is not subject to Buyer obtaining financing therefor. Furthermore, Buyer acknowledges and agrees that the

Purchase Price shall not be modified or adjusted by the Seller as a result of appraisal report(s) for the PROPERTY obtained by the Buyer or by any other person(s) or entity(ies).

SIX: The real estate property taxes payable to the CRIM, and all special taxes (if applicable) of the PROPERTY will be the responsibility of Seller and payable by Seller up to the date of execution of the Purchase-Sale Deed (the "**Closing Date**"). Thereafter, they shall be the responsibility of Buyer and payable by Buyer.

SEVEN: The Purchase-Sale Deed shall be executed before a notary public selected by Buyer, and the notary's fees shall be paid by Buyer.

EIGHT: Deeds to cancel, or release the PROPERTY from, any liens or encumbrances affecting the PROPERTY, existing at the time of execution of the Purchase-Sale Deed, except the Permitted Encumbrance, will be executed no later than the Closing Date, before a notary public selected by Buyer. The legal fees, stamps in the original and first certified copy of the deed(s) to cancel any liens or encumbrances affecting the PROPERTY or to release the PROPERTY from any such lien(s) (except the Permitted Encumbrance), as well as its/their recording rights, will be for the account of Seller and payable by Seller.

NINE: Buyer specifically acknowledges and agrees that, except as expressly set forth in Paragraph FOURTEEN hereof, (i) Seller shall sell and Buyer shall purchase the PROPERTY "as-is," "where-is" and "with all faults" and latent and patent defects, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or written, express or implied, statutory or otherwise, from Seller or any of its agents, employees, members, representatives, attorneys or brokers (each such party, a "**Seller's Affiliate**") as to any matter concerning the PROPERTY, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the PROPERTY provided by Seller to Buyer (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the PROPERTY or any aspect or portion thereof (including, without limitation, structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities, electrical, mechanical, HVAC, plumbing, sewage, and utility systems, facilities, and appliances, soils, geology, and groundwater); (b) the dimensions, area, and lot size of the PROPERTY and the square footage of the buildings or improvements located thereon or of any tenant space therein; (c) the development or income potential, or rights of or relating to, the PROPERTY or the PROPERTY's use, habitability, merchantability, or fitness, or the suitability,

6.2 F.R.

value, or adequacy of the PROPERTY for any particular purpose; (d) the zoning or other legal status of the PROPERTY or any other public or private restrictions on the use of the PROPERTY, the compliance of the PROPERTY or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of Buyer or any other person to obtain any necessary governmental approvals, licenses, or permits for Buyer's or such other person's intended use or development of the PROPERTY; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters relating to the operation of the PROPERTY. Buyer expressly acknowledges and agrees that Buyer is not relying on any representation or warranty of Seller or any Seller's Affiliate, whether implied, presumed, or expressly provided at law or otherwise, arising by virtue of any statute, common law, or other legally binding right or remedy in favor of Buyer. Buyer further acknowledges and agrees that Seller is under no duty to make any inquiry regarding any matter that may or may not be known to Seller or any Seller's Affiliate. Upon execution of the Purchase-Sale Deed, Buyer shall assume the risk of adverse matters relating to adverse physical and legal conditions that may not have been revealed by Buyer's investigations, and Buyer, upon execution of the Purchase-Sale Deed, shall be deemed to have waived, relinquished and released Seller and all Seller's Affiliate from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which Buyer might have asserted or alleged or may assert or allege in the future against Seller or any Seller's Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws, and any and all other acts, omissions, events, circumstances or matters regarding the PROPERTY. This Section shall survive the execution of the Purchase-Sale Deed.

V.P.T.

A.M.S.

G.D.F.R.

TEN: Through the Purchase-Sale Deed, Buyer will acquire recordable fee simple title to the PROPERTY and possession thereof, free and clear of occupants, liens and encumbrances, except only the Permitted Encumbrance. During the Term of the Option, Seller shall have possession of the PROPERTY and will be allowed to conduct legal business activities in the PROPERTY, in the ordinary course of Seller's business.

ELEVEN: The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights of the Purchase-Sale Deed in the Registry will be paid by Buyer. The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of the deeds of cancellation and/or release of lien(s), if any, related to the PROPERTY shall be paid by Seller.

TWELVE: This Agreement will be interpreted in accordance with the laws of Puerto Rico and governed by them. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of Puerto Rico in the event of any litigation pursuant to this agreement.

THIRTEEN: All notices to the parties pursuant to this Agreement must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:

TO SELLER:
EL COMBATE DEVELOPMENT, LLC
Buzón 607
Camino El Guayo
Mayaguez, PR 00680-6113
Attention: Mr. Víctor Andino
Electronic Mail: andino_victor@hotmail.com

V.A.

With a copy to:

Pedro E. Ortíz Alvarez, Esq.
P.O. Box 9009
Ponce, PR 00732-9009
Electronic Mail: pedro @poalaw.com

G.D.F.R.

TO BUYER:
CABO ROJO LAND ACQUISITION LLC
Ochoa Building
500 de la Tanca Street, Suite 514
San Juan, PR 00901
Attention: Eileen Sawyer

with a copy to:

250 Muñoz Rivera Ave., Suite 440
San Juan, PR 00918
Attention: Roberto Ruíz
Electronic Mail: roberto.ruiz@ccgc.com.do

TO BROKER:
ICONIC REALTY GROUP, LLC

654 Unión Street
Miramar
San Juan, PR 00907
Attention: Ileana Margarita Cambó Saavedra
Electronic Mail: ileanacambo@gmail.com

FOURTEEN: Seller represents and warrants to Buyer that, to the best of Seller's knowledge, in the PROPERTY there are no toxic, dangerous, contaminated or contaminating substances, and that the PROPERTY has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances. EXCEPT FOR THE FOREGOING REPRESENTATION, BUYER ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY OTHER REPRESENTATIONS OR WARRANTIES WHATSOEVER BY SELLER OR ANY AGENT, OFFICER, EMPLOYEE OR REPRESENTATIVE THEREOF REGARDING THE PROPERTY. BUYER HEREBY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS SALE IS MADE WITHOUT REPRESENTATION, COVENANT OR WARRANTY OF ANY KIND (WHETHER EXPRESS, IMPLIED OR STATUTORY) BY SELLER.

V.A.

FIFTEEN: The appearing parties acknowledge that the Broker, Iconic Realty Group, LLC, represented by Mrs. Ileana Margarita Cambó Saavedra, real estate broker with Puerto Rico license number twenty one thousand eight hundred fifty nine (21,859), has acted as real estate broker for Seller in the transaction which is the subject of this Option. The fees to the Broker for said service will be the responsibility of Seller. Said fees will amount to ONE HUNDRED TWENTY THOUSAND DOLLARS ($120,000), equivalent to six percent (6%) of the Purchase Price of the PROPERTY. Buyer will not be responsible for the payment of any brokerage commission. Of said brokerage commission, the Broker has received from Seller the sum of SIXTY THOUSAND DOLLARS ($60,000) simultaneously with the execution of this Agreement and the balance of SIXTY THOUSAND DOLLARS ($60,000) will be paid by Seller to the Broker simultaneously with the execution of the Purchase-Sale Deed and contingent to said execution.

G.J.F.R.

SIXTEEN: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this agreement.

SEVENTEEN: In the event that any clause or provision of this agreement is declared null, void or invalid by a final and firm resolution, judgement or judicial order, then and in that event the rest of this agreement will continue in full force and effect.

EIGHTEEN: During the Term, Buyer and its employees, agents and/or contractors are authorized to enter the PROPERTY to make studies, identify boundaries, take measurements and make inspections, during business days and hours, and the persons entering the PROPERTY pursuant to this authorization will be responsible for the damages suffered or caused by them in the PROPERTY. Every employee who enters the PROPERTY pursuant to this authorization will be insured by a valid policy of the Puerto Rico State Insurance Fund, and, if applicable, of the "Chauffers' Insurance" or "Seguro Choferil". In addition, Buyer will have in place, during the term of the Option, a public liability insurance policy covering damages caused or suffered in the PROPERTY by the persons who enter it pursuant to this authorization, with a minimum coverage of ONE MILLION DOLLARS ($1,000,000) per occurrence. Sellers will appear as co-insured in the policy, together with Buyer. BUYER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SELLERS FROM AND AGAINST ANY AND ALL LIENS, ACTIONS, LOSSES, COSTS, DAMAGES, CLAIMS, LIABILITIES, EXPENSES, PENALTIES, FINES, INTEREST OR SUITS (INCLUDING LITIGATION EXPENSES AND COURT COSTS AND REASONABLE ATTORNEYS' FEES) BROUGHT, SOUGHT OR INCURRED BY OR AGAINST THE SELLERS RESULTING FROM, ARISING OUT OF, OR IN ANY WAY RELATING TO, ENTRY UPON THE PROPERTY BY BUYER OR ANY OF THE OTHER BUYER'S REPRESENTATIVES OR OTHERWISE IN ANY WAY RELATED TO ANY OF BUYER'S INSPECTIONS OR INVESTIGATIONS OF THE PROPERTY, WHETHER CONDUCTED PRIOR TO, AS OF OR SUBSEQUENT TO THE DATE OF THIS AGREEMENT, OR ANY VIOLATION OF THE PROVISIONS OF THIS PARAGRAPH TWENTY-TWO, EXCEPT FOR ANY LIENS, ACTIONS, LOSSES, COSTS, DAMAGES, CLAIMS AND LIABILITIES WHICH ARE CAUSED BY SELLERS OR SELLERS' REPRESENTATIVES' WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. The foregoing indemnification and repair and restoration obligations (herein collectively referred to as "**Buyer's Indemnity**") shall expressly survive the Closing Date or any earlier termination of this Agreement.

V.A.

G.D.F.R.

NINETEEN: During the Term, Buyer, at Buyer's sole expense, is authorized to seek the approvals, permits and endorsements necessary for the development in the PROPERTY of a residential, recreational and tourism project, or of part of a residential, recreational and tourism project, provided the existing zoning of the PROPERTY is not changed, and that such approvals, permits and endorsements (i) comply with the requirements of the existing zoning of the PROPERTY; and (ii) do not negatively affect and/or diminish the value or quality of the PROPERTY. Seller hereby commits to confirm this authorization in writing if required by Buyer, for presentation to the corresponding public or governmental agencies and entities. If the

PROPERTY is not purchased by Buyer, all approvals, permits and endorsements obtained by Buyer for the PROPERTY pursuant to the aforesaid authorization will be transferred and assigned by Buyer to Seller at the end of the Term, at no cost to Seller. Buyer acknowledges and agrees that (A) the Term shall not be extended as a result of delays or failures by the Buyer to obtain the desired permits for Buyer's intended use of the PROPERTY; and (B) Seller shall not be under any obligation to return the Deposit to Buyer due to a failure or delay by the Buyer in obtaining the permits required for Buyer's intended use of the PROPERTY.

TWENTY: The PROPERTY may not be materially altered during the Term, except only if specifically authorized in advance, in writing, by Seller and Buyer.

TWENTY ONE: The Option is not transferable by Seller. Conversely, Buyer is authorized to transfer or assign this agreement and all its rights and obligations hereunder to an affiliate of Buyer, at the sole option and discretion of Buyer.

TWENTY TWO: As a *sine qua non* condition of this Agreement, Seller has completed and made available to Buyer, directly or through the Broker, the form attached hereto and made a part hereof as **Exhibit A**, duly filled.

V.D.F.R.

IN WITNESS WHEREOF, the appearing parties execute and sign this agreement on the dates and in the places which appear in the affidavits underneath their respective signatures, below, to be effective in San Juan, Puerto Rico, on the date which appears in its introductory paragraph, above.

EL COMBATE DEVELOPMENT, LLC

VICTOR ANDINO FIGUEROA
President

CABO ROJO LAND ACQUISITION LLC

GLADYS OMAYRA FONTANEZ REYES
Authorized Representative

ICONIC REALTY GROUP, LLC

ILEANA MARGARITA CAMBÓ SAAVEDRA
Authorized Representative

Affidavit Number: 4,608

Acknowledged and subscribed before me by Víctor Andino Figueroa, in has capacity as President of El Combate Development, LLC, of legal age, married, business executive and resident of Toa Baja, Puerto Rico, personally known to me. In San Juan, Puerto Rico, on this twenty fifth (25th) day of March, two thousand twenty four (2024).

MARIA DEL ROSARIO PUJOL THOMPSON
ABOGADO-NOTARIO

Notary Public

RECIBO
4U23-00043617
Sello
9397
03/12/2024
$5.00
Sello de Asistencia Legal
80004-2024-0312-66577084



Affidavit Number: 4,609

Acknowledged and subscribed before me by Gladys Omayra Fontanez Reyes, of legal age, single, attorney at law and resident of San Juan, Puerto Rico, in her capacity as Authorized Representative of Cabo Rojo Land Acquisition LLC, who is personally known to me. In San Juan, Puerto Rico, on this twenty fifth (25th) day of March, two thousand twenty four (2024).

MARIA DEL ROSARIO PUJOL THOMPSON
ABOGADO-NOTARIO

Notary Public



Affidavit Number: 4,610

Acknowledged and subscribed before me by Ileana Margarita Cambo Saavedra, of legal age, married, real estate broker and resident of San Juan, Puerto Rico, in her capacity as Authorized Representative of Iconic Realty Group, LLC, who is personally known to me. In San Juan, Puerto Rico, on this twenty fifth (25th) day of March, two thousand twenty four (2024).

MARIA DEL ROSARIO PUJOL THOMPSON
ABOGADO-NOTARIO

Notary Public



---I HEREBY CERTIFY, that the first certified copy of the present deed was issued in favor of Buyer, at the same date and place of the execution thereof. I ATTEST. ----------

NOTARY

----------**DEED NUMBER EIGHT (8)** ----------

----------**PURCHASE AND SALE** ----------

---In San Juan, Puerto Rico, on May twenty-six (26), two thousand twenty-three (2023). ----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with residence and offices in San Juan, Puerto Rico.----------

---------- **APPEAR:** ----------

---**AS THE PARTY OF THE FIRST PART: ORIENTAL BANK** (hereinafter referred to as "SELLER"), a banking corporation organized and existing under the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Officer María Milagros Cotto-Febo, who is of legal age, married, banker and resident of San Juan, Puerto Rico, and whose authority to represent SELLER herein arises from a Certificate of Corporate Resolution, executed by Carlos O. Souffront, in his capacity as Secretary of SELLER, on April twenty-seven (27), two thousand twenty-two (2022), in San Juan, Puerto Rico, before Notary Hugh González Robison. I, the Notary, hereby certify that I have examined the original of the aforesaid Certificate of Corporate Resolution, and that, in my opinion, it is adequate and sufficient, and complies with all legal requirements needed to authorize Ms. Cotto-Febo to appear herein on behalf of SELLER. ----------

---**AS THE PARTY OF THE SECOND PART: CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "BUYER"), a limited liability company organized, existing and in good standing in accordance with the laws of Puerto Rico, represented herein by its Authorized Representative, Gladys Omayra Fontánez-Reyes, who is of legal age, single, attorney at law and resident of San Juan, Puerto Rico, whose authority to represent BUYER in this public deed arises from a

JORGE A. MORALES CORDERO ABOGADO NOTARIO

6.O.F.R.

Certificate of Resolution of BUYER signed by Eileen Sawyer, in her capacity of Manager of BUYER, on May fifteen (15), two thousand twenty-three (2023), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engine of the Department of State of the State of New York. I further certify that I have examined the original of the aforesaid Certificate of Resolution of Cabo Rojo Land Acquisition LLC, and that, in my opinion, it is adequate and sufficient, and complies with all legal requirements needed to authorize Ms. Fontánez-Reyes to appear herein on behalf of BUYER. ----------

---I hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective age, civil status, occupation and residence. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily,----------

----------**STATE AND AGREE:**----------

---**FIRST:** SELLER is the sole owner of fee simple title ("*pleno dominio*") and has the possession of the four (4) parcels of land located in Cabo Rojo, Puerto Rico, which are respectively described in the Spanish language as follows: ----------

----------**PROPERTY ONE (1)** ----------

---**"RUSTICA:** Parcela número cinco (5), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas y en lindes: por el NORTE, con la parcela número treinta y tres (33) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número ochenta y siete (87) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número seis (6) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número sesenta y seis (66) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."----------

---Property One is identified at the Registry of Property of Puerto Rico

JORGE A. MORALES CORDERO ABOGADO NOTARIO

6.D.F.R.

(hereinafter, the "Registry") as property number 18,692, recorded at page 1 of volume 508 of Cabo Rojo, Section of San Germán of the Registry. ----The tax identification number ("*número de catastro*") assigned to Property One by the Municipal Revenue Collection Center ("CRIM") is 402-018-327-44-000.----------

---Property One was acquired by SELLER through Deed Number Eighty-Nine (89), executed in San Juan, Puerto Rico, on March eight (8), two thousand twenty-three (2023), before Notary Steven O. Morales Pabón, filed and pending recordation at the Registry at entry 2023-034228-SG01.----------

---Property One is free and clear of liens and encumbrances.----------

----------**PROPERTY TWO (2)** ----------

---**"RUSTICA:** Parcela número seis (6), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a un (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas, y en lindes; por el NORTE, con la parcela número treinta y tres (33) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número ochenta y ocho (88) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número cuarenta (40) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número cinco (5) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela." ----------

---Property Two is identified at the Registry as property number 18,693, recorded at page 7 of volume 508 of Cabo Rojo, Section of San Germán of the Registry.----------

---The tax identification number assigned to Property Two by the Municipal Revenue Collection Center ("CRIM") is 402-018-327-43-000. ----------

---Property Two was acquired by SELLER through Deed Number Eighty-Nine (89), executed in San Juan, Puerto Rico, on March eight (8), two thousand twenty-three (2023), before Notary Steven O. Morales Pabón, filed and pending recordation at the Registry at entry 2023-034228-SG01.----------

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---Property Two is free of liens and encumbrances. ----------

----------**PROPERTY THREE (3)** ----------

---**"RUSTICA:** Parcela número sesenta y cuatro (64), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número ciento setenta y cuatro (174) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número ciento treinta y ocho (138) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número ciento setenta y siete (177) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número treinta y uno (31) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela." ----------

---Property Three is identified at the Registry as property number 18,802, recorded at page 61 of volume 510 of Cabo Rojo, Section of San Germán of the Registry. ----------

---The tax identification number assigned to Property Three by the Municipal Revenue Collection Center ("CRIM") is 402-018-327-42-000. ----------

---Property Three was acquired by SELLER through Deed Number Eighty-Nine (89), executed in San Juan, Puerto Rico, on March eight (8), two thousand twenty-three (2023), before Notary Steven O. Morales Pabón, filed and pending recordation at the Registry at entry 2023-034228-SG01. ----------

---Property Three is free of liens and encumbrances. ----------

----------**PROPERTY FOUR (4)** ----------

---**"RUSTICA:** Parcela número ciento setenta y cuatro (174), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas y en lindes: por el NORTE, con la parcela número setenta y nueve (79) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número sesenta y cuatro (64) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número ciento setenta y nueve (179) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número veintinueve (29) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."

---Property Four is identified at the Registry as property number 18,809,

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recorded at page 103 of volume 510 of Cabo Rojo, Section of San Germán of the Registry. ----------

---The tax identification number assigned to Property Four by the Municipal Revenue Collection Center ("CRIM") is 402-018-327-41-000. ----------

---Property Four was acquired by SELLER through Deed Number Eighty-Nine (89), executed in San Juan, Puerto Rico, on March eight (8), two thousand twenty-three (2023), before Notary Steven O. Morales Pabón, filed and pending recordation at the Registry at entry 2023-034228-SG01. ----------

---Property Four is free of liens and encumbrances. ----------

---Property One, Property Two, Property Three and Property Four will be jointly referred to hereinafter as, the "Property". ----------

----------**PURCHASE AND SALE**----------

---**SECOND:** SELLER hereby sells, conveys and transfers fee simple title ("*pleno dominio*") to the Property and the possession thereof to BUYER, and BUYER hereby purchases from SELLER fee simple title to the Property and the possession thereof, in accordance with the following ----------

----------**TERMS AND CONDITIONS:** ----------

-----One**:** The purchase price of the Property is the lump-sum of **TWO MILLION DOLLARS ($2,000,000)** (hereinafter the "Purchase Price"). The Purchase Price is not subject or conditioned to an appraisal report or survey, and SELLER shall have no obligation to adjust or reduce the Purchase Price as a result of any appraisal report(s) or survey(s) obtained by BUYER or anybody else. Of the Purchase Price, (i) the sum of FIVE HUNDRED THOUSAND DOLLARS ($500,000) corresponds to PROPERTY ONE (1); (ii) the sum of FIVE HUNDRED THOUSAND DOLLARS ($500,000) corresponds to PROPERTY TWO (2); (iii) the sum of FIVE HUNDRED THOUSAND DOLLARS ($500,000)

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corresponds to PROPERTY THREE (3); and (iv) the sum of FIVE HUNDRED THOUSAND DOLLARS ($500,000) corresponds to PROPERTY FOUR (4). ----------

-----Two: The Purchase Price has been paid in full by BUYER to SELLER simultaneously with, or prior to, the execution of this public deed, and SELLER hereby acknowledges receipt thereof in form and substance acceptable to SELLER.----------

-----Three: This public deed entitles BUYER to the immediate possession of the Property, without any additional formality, document or request. ----------

-----Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of SELLER and, thereafter, for the account of BUYER.------

-----Five: SELLER hereby delivers to BUYER fee simple title to the Property, vacant, and free and clear of all liens, encumbrances or defects,

-----Six: BUYER specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) SELLER hereby sells and BUYER hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) except only as set forth in sub-paragraph Ten of this paragraph SECOND, BUYER is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from SELLER or any of SELLER's agents employees, members, representatives, attorneys or brokers (each such party a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by SELLER to BUYER (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the

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Property or any aspect or portion thereof (including, without limitation, structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities, electrical, mechanical HVAC, plumbing, sewage, and utility systems, facilities, and appliances, soils, geology, and groundwater); (b) the dimensions, area, and lot size of the Property and the square footage of the buildings or improvements located thereon, if any, or of any tenant space therein; (c) the development or income potential, or rights of or relating to, the Property or the Property's use, habitability, merchantability, or fitness, or the suitability, value, or adequacy of the Property for any particular purpose, (d) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of BUYER or any other person to obtain any necessary governmental approvals, licenses, or permits for BUYER's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters regarding the operation of the Property. BUYER expressly acknowledges and agrees that, except only as set forth in sub-paragraph Ten of this Paragraph SECOND, BUYER is not relying on any representation or warranty of SELLER or any Seller Affiliate, whether implied, presumed or expressly provided at law or otherwise, arising by virtue of any statute, common law, or other legally binding right or remedy in favor of BUYER; and (iii) BUYER is aware that SELLER has no permits, plans or other similar documents related to the Property, which was acquired by SELLER through a deed of transfer in

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lieu of payment ("*Dación en Pago*") as per Deed Number Eighty-Nine (89), executed on March eight (8), two thousand twenty three (2023), before Notary Steven O. Morales Pabón. BUYER further acknowledges and agrees that SELLER is under no duty to make any inquiry regarding any matter that may or may not be known to SELLER or any Seller Affiliate. Upon execution of this public deed, BUYER shall assume the risk of adverse matters relating to adverse investigations, and BUYER, upon execution of this public deed, shall be deemed to have waived, relinquished and released SELLER and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which BUYER might have asserted or alleged or may assert or allege in the future against SELLER or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution of this public deed. ----------

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-----Seven: The notarial fees, stamps on the original, stamps on the first certified copy and recording rights of this public deed at the Registry will be paid by BUYER. ----------

-----Eight: This public deed will be interpreted and governed in accordance with the laws of Puerto Rico. The appearing parties submit themselves to the exclusive jurisdiction of the Court of First Instance of the Commonwealth of Puerto Rico in the event of any litigation arising out of this public deed. ----------

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-----Nine: All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties: ----------

---------TO SELLER: ----------

---------ORIENTAL BANK ----------

---------PO Box 195115 ----------
---------San Juan, PR 00919-5115 ----------

---------Attention: María M. Cotto-Febo----------
---------Electronic Mail: mmcotto@orientalbank.com ----------

---------TO BUYER:----------

---------CABO ROJO LAND ACQUISITION LLC----------
---------733 Third Avenue ----------
---------New York, NY 10017----------
---------Attention: Eileen Sawyer ----------
---------Electronic Mail: roberto.ruiz@ccgc.com.do ----------

-----Ten: SELLER represents and warrants to BUYER that, to the best of SELLER's knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances. EXCEPT FOR THE FOREGOING REPRESENTATION, BUYER ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER BY SELLER OR ANY AGENT, OFFICER, EMPLOYEE OR REPRESENTATIVE THEREOF REGARDING THE PROPERTY. BUYER HEREBY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS SALE IS MADE WITHOUT REPRESENTATION, COVENANT OR WARRANTY OF ANY KIND (WHETHER EXPRESS, IMPLIED OR STATUTORY) BY SELLER. ----------

-----Eleven: The appearing parties acknowledge that Mr. José Enrique Pérez Cruz (the "BROKER"), real estate broker with Puerto Rico license number ten thousand four hundred seventy-eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the object of this purchase and sale deed. The fees to Mr. Pérez Cruz and his associates, if any, for said service are the responsibility of BUYER and BUYER represents that they have been paid by BUYER to BROKER simultaneously with the execution of this public deed. Said fees amount to ONE HUNDRED THOUSAND DOLLARS ($100,000), equivalent to five per cent (5%) of the Purchase Price of the Property.----------

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-----Twelve: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed. ----------

-----Thirteen: In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the remaining provisions of this public deed will continue in full force and effect.----------

-----Fourteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver such documents or instruments, public or private, which may be necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any correction deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of BUYER, except that each party shall bear the fees of their respective counsel.----------

-----Fifteen: This Deed constitutes the entire agreement of the parties regarding the sale and transfer of the Property, and supersedes any prior agreement, written or oral, with respect thereto. ----------

---**THIRD:** The Notary advises BUYER as to the importance of filing the corresponding property change of ownership application before the CRIM, and to obtain, prior to the execution of this deed, a certification indicating whether any sums related to property taxes are owed by SELLER. Pursuant to applicable law, BUYER is responsible for filing at the CRIM the corresponding application for change of ownership within thirty (30) days from the execution hereof. BUYER hereby declares that it is fully aware of the aforementioned obligations and releases the subscribing Notary from this responsibility.----------

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----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed as drafted, to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ----------

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstract was prepared by RAC Title Search, Inc., and is dated March twenty-four (24) two thousand twenty-three (2023); ----------

-----(c) that after the date of such title abstract and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry of the Property of Puerto Rico that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry of the Property of Puerto Rico as of the date of the title abstract.----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry of the Property of Puerto Rico, or direct corroboration by examining the books of the Registry of the Property of Puerto Rico, and that the negative certification of the Registry of the Property of Puerto Rico does not exclude the possibility of liens recorded after the date of the certification;----------

-----(e) of the right of the BUYER to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates BUYER in the

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event that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood-prone zone, the owner or party in possession of the Property is required to comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.; ----------

-----(g) of the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property; ----------

-----(h) of the importance of recording a copy of this Deed at the Registry, the costs relating thereto and of the consequences of not filing a certified copy of this Deed at the Registry; ----------

-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property; ----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations; ----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its content. ----------

-----(l) The appearing parties are hereby informed that the Notary has the obligation to file an informative return in connection with the records on taxation of the Property with the Puerto Rico Department of the Treasury, for which reason the appearing parties have the obligation to provide the Notary with the information necessary for the filing of the same, which must be accurate and complete. The Notary also advised SELLER of its obligation to include any long-term capital gain resulting from the sale of the Property in its income tax return, for which it must determine the

JORGE A. MORALES CORDERO ABOGADO NOTARIO

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gain, if any, and comply with the tax obligation that determines the law. I, the Notary, attest that the appearing parties have provided me with the necessary information for the preparation of the *Informative Return on Segregation, Grouping or Transfer of Real Estate* and said parties assured me that the information is correct; and ----------

-----(m) That if any structure on the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et seq.*, is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Seller, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the seller and its agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed.----------

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----------**READING, ACCEPTANCE AND EXECUTION** --------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon

the appearing parties signed this Deed before me, and affixed their initials on each page thereof.----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

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MORELL • CARTAGENA • DAPENA

JORGE ANTONIO MORALES CORDERO

Plaza 273 Suite 700
273 Ponce de León
San Juan, PR 00917-1934
787-723-1233; 787-729-1974
jorge.morales@mbcdlaw.com

CERTIFIED COPY OF DEED NUMBER THREE (3)

PURCHASE AND SALE

EXECUTED IN SAN JUAN, PUERTO RICO
ON MARCH 24, 2023

BEFORE:

JORGE ANTONIO MORALES CORDERO

BY:

PLAYA RUSTICA LLC
(SELLER);

CABO ROJO LAND ACQUISITION LLC
(BUYER);

AND

JOSÉ ENRIQUE PÉREZ CRUZ
(BROKER)

----------**DEED NUMBER THREE (3)** ----------

----------**PURCHASE AND SALE**----------

---In the Municipality of San Juan, Commonwealth of Puerto Rico, on this twenty-fourth (24th) day of March, two thousand twenty-three (2023). ---

---------- **BEFORE ME**----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with offices and residence in San Juan, Puerto Rico. ----------

---------- **APPEAR** ----------

---**AS THE PARTY OF THE FIRST PART: PLAYA RUSTICA LLC** (hereinafter referred to as "SELLER"), a limited liability company organized, existing and in good standing in accordance with the laws of the Commonwealth of Puerto Rico, represented herein by its President, EUGENIO SUÁREZ RIVERA, who is of legal age, single, business executive and resident of Cabo Rojo, Puerto Rico, and whose authority to represent SELLER in this public deed arises from Certificate of Resolution of Playa Rústica LLC, signed by Eugenio Suárez Rivera in his capacity as President of Playa Rústica LLC, in San Juan, Puerto Rico, on March twenty-four (24), two thousand twenty-three (2023), under Affidavit Number four thousand two hundred twenty (4,220) of Notary Public José Antonio Díaz Brugueras. I, the Notary, hereby certify that I have examined the original of the aforesaid Certificate of Resolution of Playa Rústica LLC, and that, in my opinion, it is adequate and sufficient, and complies with all legal requirements needed to authorize Eugenio Suárez Rivera to appear herein on behalf of SELLER. ----------

---**AS THE PARTY OF THE SECOND PART:** CABO ROJO LAND ACQUISITION LLC (hereinafter referred to as "BUYER"), a limited liability company organized, existing and in good standing in accordance with the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, GLADYS OMAYRA FONTÁNEZ REYES, who is of legal age, single, attorney at law and resident of San

Juan, Puerto Rico, and whose authority to represent BUYER in this public deed arises from the Certificate of Resolution of BUYER signed by Eileen Sawyer, in her capacity of Manager of BUYER, on March sixteen (16) two thousand twenty three (2023), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engine of the Department of State of the State of New York. I further certify that I have examined the original of the aforesaid Certificate of Resolution of Cabo Rojo Land Acquisition LLC, and that, in my opinion, it is adequate and sufficient, and complies with all legal requirements needed to authorize Ms. Fontánez Reyes to appear herein on behalf of BUYER. ----------

---**AS THE PARTY OF THE THIRD PART:** JOSÉ ENRIQUE PÉREZ CRUZ, also known as José E. Pérez (hereinafter referred to as "BROKER"), who is of legal age, married, real estate broker and resident of Bayamón, Puerto Rico.----------

---I, the Notary, do hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgement they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily, ----------

----------**STATE AND AGREE** ----------

---**FIRST:** SELLER is the sole owner of fee simple title ("*pleno dominio*") and has the possession of the two (2) parcels of land respectively described in the Spanish language, in the San Germán Section of the Registry of the Property of Puerto Rico (the "Registry"), as follows: ----------

----------**PROPERTY ONE (1)**----------

---**"RUSTICA:** Parcela número setenta y ocho (78), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO (5) CUERDAS, equivalentes a un (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas, y en lindes; por el NORTE, con el Mar Caribe; por el SUR, con la parcela número treinta y ocho (38) y servidumbre de paso de diez (10.00) metros de ancho,

de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número setenta y nueve (79) y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número setenta y siete (77) y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela." ----------

---PROPERTY ONE is identified in the Registry as property number eighteen thousand eight hundred seven (18,807), recorded at page 91 of volume 510 of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

---PROPERTY ONE was acquired by Seller through deed number twenty-seven (27), executed in San Juan, Puerto Rico, on June seven (7), two thousand nineteen (2019), before notary public Daniel García Chamorro, recorded in the Registry at the Karibe Volume of Cabo Rojo, Section of San Germán of the Registry, ninth (9th) inscription. ----------

---The real property tax identification number ("*número de catastro*") assigned by the Municipal Revenue Collection Center ("CRIM") to PROPERTY ONE is three hundred seventy-nine dash zero zero zero dash zero zero nine dash zero two dash zero zero zero (379-000-009-02-000).

---By its origin, PROPERTY ONE is free and clear of liens and encumbrances. By itself, PROPERTY ONE is subject to the following liens and encumbrances:----------

-----A. Restrictive Covenants about Edification and Agricultural Use, constituted as per deed number seventy-four (74), executed in Mayaguez, Puerto Rico, on November twenty (20), nineteen hundred seventy four (1974), before notary public Juan Jesús Ramírez Rivera, recorded at page 94 of volume 510 of Cabo Rojo, Section of San Germán of the Registry, first (1st) inscription. ----------

-----B.—Mortgage (the "Cancelled Mortgage") guaranteeing a mortgage note (the "Cancelled Mortgage Note") to the order of its bearer, in the principal sum of SIX HUNDRED THOUSAND DOLLARS ($600,000), of which THREE HUNDRED THOUSAND DOLLARS ($300,000) correspond to PROPERTY ONE (1), with interest at the rate of six per cent (6%) per annum, due on June first (1st), two thousand twenty five

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(2025), constituted as per deed number twenty eight (28), executed in San Juan, Puerto Rico, on June seven (7), two thousand nineteen (2019), before notary public Daniel García Chamorro, recorded at the Karibe volume of Cabo Rojo, Section of San Germán of the Registry, tenth (10th) inscription. The Cancelled Mortgage and the Cancelled Mortgage Note were cancelled pursuant to Deed Number Four (4) of Cancellation of Mortgage Note, executed in San Juan, Puerto Rico on January 20, 2022, which was filed and is pending recordation in the Registry at Karibe entry two thousand twenty-two dash one one five zero one seven dash "SG" zero one (2022-115017-SG01) (the "Deed of Cancellation of Mortgage").

----------**PROPERTY TWO (2)**----------

---**"RUSTICA:** Parcela número setenta y nueve (79), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO (5) CUERDAS, equivalentes a un (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas, y en lindes; por el NORTE, en una distancia de cincuenta y dos punto sesenta y dos (52.62) metros lineales, con el Mar Caribe; por el SUR, en una distancia de cincuenta y dos punto cincuenta y siete (52.57) metros lineales, con una servidumbre de diez (10.00) metros de ancho, cinco (5) de los cuales pertenecen a esta parcela y que la separa de la parcela ciento setenta y cuatro (174) de Enrique Carlo Aymat; por el ESTE, en una distancia de trescientos setenta y cuatro punto veinticuatro (374.24) metros lineales, con la parcela número uno (1) de la finca siete mil seiscientos tres (7,603) de Enrique Carlo Aymat; y por el OESTE, en una distancia de trescientos setenta y cuatro punto sesenta y seis (374.66) metros lineales, con la parcela setenta y ocho (78)."----------

---PROPERTY TWO is identified in the Registry as property number eighteen thousand eight hundred eight (18,808), recorded at page 97 of volume 510 of Cabo Rojo, Section of San Germán of the Registry.-------

---PROPERTY TWO was acquired by Seller through deed number twenty-seven (27), executed in San Juan, Puerto Rico, on June seven (7), two thousand nineteen (2019), before notary public Daniel García Chamorro, recorded at the Karibe Volume of Cabo Rojo, Section of San Germán of the Registry, eighth (8th) inscription. ----------

---The real property tax identification number ("*número de catastro*") assigned by the Municipal Revenue Collection Center ("CRIM") to PROPERTY TWO is three hundred seventy-nine dash zero zero zero dash zero zero nine dash zero three dash zero zero zero (379-000-009-03-000).

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---By its origin, PROPERTY TWO is free and clear of liens and encumbrances. By itself, PROPERTY TWO is subject to the following liens and encumbrances:----------

-----C. Restrictive Covenants about Edification and Agricultural Use, constituted as per deed number seventy-four (74), executed in Mayagüez, Puerto Rico, on November twenty (20), nineteen hundred seventy-four (1974), before notary public Juan Jesús Ramírez Rivera, recorded at page 94 of volume 510 of Cabo Rojo, Section of San Germán of the Registry, first (1st) inscription. ----------

-----D. The Cancelled Mortgage and the Cancelled Mortgage Note, which were cancelled pursuant to the Deed of Cancellation of Mortgage. -------

---PROPERTY ONE and PROPERTY TWO will be sometimes jointly referred to hereinafter as the "Property". ----------



---**SECOND:** On September twenty-six (26), two thousand twenty-two (2022), SELLER granted to BUYER's affiliate, PR INVESTCO LLC ("PR Investco"), an option to purchase the Property, pursuant to an Option Agreement (the "Option Agreement") executed on said date. The parties hereto acknowledge and agree that PR Investco has assigned to BUYER all of its rights and obligations under the Option Agreement, and that BUYER is the permitted assignee and successor of PR Investco thereunder.----------

----------**PURCHASE AND SALE** ----------

---**THIRD:** In accordance with the Option Agreement, SELLER hereby sells, conveys and transfers fee simple title ("*pleno dominio*") to the Property and the possession thereof to BUYER, and BUYER hereby purchases from SELLER fee simple title ("*pleno dominio*") to the Property and the possession thereof, in accordance with the following---

----------**TERMS AND CONDITIONS**----------

-----**One:** The purchase price of the PROPERTY is the lump sum of FIVE MILLION DOLLARS ($5,000,000) (hereinafter the "Purchase Price"). The Purchase Price is not subject or conditioned to an appraisal report,

and the SELLER shall have no obligation to adjust or reduce the Purchase Price as a result of any appraisal report(s) obtained by BUYER or anybody else. Of the Purchase Price, the lump sum of TWO MILLION FIVE HUNDRED THOUSAND DOLLARS ($2,500,000) corresponds to PROPERTY ONE, and the lump sum of TWO MILLION FIVE HUNDRED THOUSAND DOLLARS ($2,500,000) corresponds to PROPERTY TWO. ----------

-----**Two:** The Purchase Price is payable as follows:----------

----------A. The sum of TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000) was paid by BUYER to SELLER simultaneously with the execution of the Option Agreement. Of said sum, (i) one hundred twenty-five thousand dollars ($125,000) are applied to the purchase price of PROPERTY ONE, and (ii) one hundred twenty-five thousand dollars ($125,000) are applied to the purchase price of PROPERTY TWO. ------

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----------B. The sum of TWO MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($2,750,000) has been paid by BUYER to SELLER simultaneously with the execution of this public deed, and SELLER hereby acknowledges receipt thereof in form and substance acceptable to BUYER. Of said sum, (i) ONE MILLION THREE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($1,375,000) correspond to PROPERTY ONE, and (ii) ONE MILLION THREE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($1,375,000) correspond to PROPERTY TWO. ----------

----------C. The balance of the Purchase Price, net of the payments mentioned in the preceding two paragraphs, is the amount of TWO MILLION DOLLARS ($2,000,000), of which ONE MILLION ($1,000,000) corresponds to PROPERTY ONE, and ONE MILLION ($1,000,000) corresponds to PROPERTY TWO. Said balance will be referred to hereinafter as the "Deferred Purchase Price". The Deferred Purchase Price shall be paid by BUYER to SELLER in four (4) annual installments of FIVE HUNDRED THOUSAND DOLLARS ($500,000)

each, respectively, each due on March twenty-four (24), two thousand twenty four (2024), March twenty-four (24), two thousand twenty five (2025), and March twenty-four (24), two thousand twenty six (2026); plus (ii) a final installment of FIVE HUNDRED THOUSAND DOLLARS ($500,000) which will mature and will be due on September twenty-four (24), two thousand twenty six (2026). Of each of said four (4) installments of FIVE HUNDRED THOUSAND DOLLARS ($500,000), the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000) will correspond to PROPERTY ONE, and the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000) will correspond to PROPERTY TWO. Each payment of the Deferred Purchase Price shall be made by BUYER to SELLER by wire transfer in immediately available funds or in manager's check, without deduction or offset of any kind or proration and without requirement or notice from SELLER. The outstanding principal balance of the Deferred Purchase Price will earn interest at the rate of four percent (4%) per annum, commencing on the date of execution of this public deed and until full payment thereof.------

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-----**Three:** The Deferred Purchase Price is evidenced, secured and guaranteed by a mortgage note in the principal sum of TWO MILLION DOLLARS ($2,000,000) (hereinafter the "Two Million Dollar Mortgage Note"), which will be guaranteed by a first mortgage in the principal sum of TWO MILLION DOLLARS ($2,000,000) (the "Two Million Dollar Mortgage") encumbering the Property, of which the principal sum of ONE MILLION DOLLARS ($1,000,000) will correspond to PROPERTY ONE and the principal sum of ONE MILLION DOLLARS ($1,000,000) will correspond to PROPERTY TWO. A copy of the Two Million Dollar Mortgage Note is attached hereto and made an integral part hereof as Exhibit A. The Two Million Dollar Mortgage which guarantees the Two Million Dollar Mortgage Note has been constituted pursuant to Deed Number Two (2), executed as of the date hereof before Notary Public José Antonio Díaz Brugueras. SELLER hereby acknowledges

receipt of the original of the Two Million Dollar Mortgage Note.---------

---**Four:** This public deed entitles BUYER to the immediate possession of the Property, without any additional formality, document or request. -

---**Five:** All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of SELLER and, thereafter, those corresponding exclusively to any period after this date, for the account of BUYER. ----------

---**Six:** SELLER hereby delivers to BUYER fee simple title ("*pleno dominio*") to the Property, vacant, and free and clear of liens, encumbrances or defects, "as is, where is", subject only to the lien of the Two Million Dollar Mortgage and to the restrictive covenants mentioned in paragraph FIRST of this public deed. ----------

---**Seven:** BUYER specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) SELLER hereby sells and BUYER hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) BUYER is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from SELLER or any of SELLER's agents employees, members, representatives, attorneys or brokers (each such party a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by SELLER to BUYER (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof (including, without limitation, structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities, electrical, mechanical HVAC, plumbing, sewage, and utility systems, facilities, and appliances, soils, geology, and groundwater); (b) the dimensions, area, and lot size of the Property and the square footage

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of the buildings or improvements located thereon, if any, or of any tenant space therein; (c) the development or income potential, or rights of or relating to, the Property or the Property's use, habitability, merchantability, or fitness, or the suitability, value, or adequacy of the Property for any particular purpose, (d) the zoning of the Property or any other public or private restrictions on the use of the Property unknown to Seller, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of BUYER or any other person to obtain any necessary governmental approvals, licenses, or permits for BUYER's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters regarding the operation of the Property. BUYER expressly acknowledges and agrees that BUYER is not relying on any representation or warranty of SELLER or any Seller Affiliate, whether implied, presumed or expressly provided at law or otherwise, arising by virtue of any statute, common law, or other legally binding right or remedy in favor of BUYER. BUYER further acknowledges and agrees that SELLER is under no duty to make any inquiry regarding any matter that may or may not be known to SELLER or any Seller Affiliate. Upon execution of this public deed, BUYER shall assume the risk of adverse matters relating to adverse investigations, and BUYER, upon execution of this public deed, shall be deemed to have waived, relinquished and released SELLER and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), unknown to SELLER, which BUYER might have asserted or alleged or may assert or allege in the future against SELLER or any Seller Affiliate at any time by reason of or arising out of

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any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution this public deed.----------

---**Eight:** The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of this public deed will be paid by BUYER. The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of the Two Million Dollar Mortgage will also be paid by BUYER.----------

---**Nine:** This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of the Commonwealth of Puerto Rico in the event of any litigation pursuant to this public deed. ----------

---**Ten:** All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties: ----------

----------TO SELLER: ----------
----------PLAYA RUSTICA LLC----------
----------PO Box 971 ----------
----------Boquerón, PR 00622----------
----------Electronic Mail: eugeniosuarezpr@gmail.com ----------
----
----------TO BUYER: ----------
----------CABO ROJO LAND ACQUISITION LLC ----------
----------733 Third Avenue----------
----------New York, NY 10017 ----------
----------Attention: Eileen Sawyer----------
----------Electronic Mail: roberto.ruiz@ccgc.com.do----------
----
----------TO BROKER: ----------
----------Calle Cádiz 1218 ----------
----------Puerto Nuevo ----------
----------San Juan, PR 00920----------
----------Attention: José Enrique Pérez Cruz ----------
----------Electronic Mail: passportre@gmail.com----------

---**Eleven:** SELLER represents and warrants to BUYER that, to the best of SELLER's knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or

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contaminating substances. EXCEPT FOR THE FOREGOING REPRESENTATION, BUYER ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER BY SELLER OR ANY AGENT, OFFICER, EMPLOYEE OR REPRESENTATIVE THEREOF REGARDING THE PROPERTY. BUYER HEREBY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS SALE IS MADE WITHOUT REPRESENTATION, COVENANT OR WARRANTY OF ANY KIND (WHETHER EXPRESS, IMPLIED OR STATUTORY) BY SELLER.----------

---**Twelve:** The appearing parties acknowledge that the BROKER, José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy-eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the subject of this purchase and sale. The fees to Mr. Pérez Cruz and his associates, if any, for said service are the responsibility of BUYER and have been paid by BUYER to BROKER simultaneously with the execution of this public deed. Said fees amount to TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000), equivalent to five percent (5%) of the Purchase Price of the Property, and BROKER hereby acknowledges receipt thereof in form and substance acceptable to BROKER. ----------

---**Thirteen:** The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed.----------

---**Fourteen:** In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgement or judicial order, then and in that event, the rest of this public deed will continue in full force and effect. ----------

---**Fifteen:** The parties hereto agree and oblige themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver

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whatever documents or instruments, public or private, which may be necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any Rectification Deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of BUYER, except that each party shall bear the fees of their respective counsel. ----------

---**FOURTH:** The Notary advises BUYER as to the importance of filing the corresponding Property Tax Exemption and/or Change of Ownership Applications in the Municipal Revenue Collection Center (CRIM), and to obtain before the execution of this Deed, a Certification indicating whether the Property owes any sums related to property taxes. According to the Law, BUYER is responsible for filing at the Municipal Revenue Collection Center (CRIM) within the next thirty (30) days the corresponding application for Property Tax Exemption and /or Change of Ownership. The BUYER hereby declares that it is fully aware of the above-mentioned obligations and releases the subscribing Notary from this responsibility.----------

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----------**ACCEPTANCE AND WARNINGS**----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed as drafted, to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following:----------

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing notary public, and therefore, the parties agree to release the notary public from any and all liabilities with respect to any errors or omissions committed

in the preparation of such title abstract. Said title abstract was prepared by Capital Title Services Inc., and dated March sixteen (16), two thousand twenty-three (2023); ----------

-----(c) that subsequent to the date of such title abstract and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry of the Property of Puerto Rico that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry of the Property of Puerto Rico as of the date of the title abstract. ----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry of the Property of Puerto Rico, or direct corroboration by examining the books of the Registry of the Property of Puerto Rico, and that the negative certification of the Registry of the Property of Puerto Rico does not exclude the possibility of liens recorded after the date of the certification; ----------

-----(e) the right of the BUYER to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights. ----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.;----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property; ----------

-----(h) of the importance of recording a copy of this Deed in the Registry of the Property of Puerto Rico, the costs relating thereto and of the consequences that would result if a certified copy of this Deed is not recorded in the Registry of the Property of Puerto Rico; ----------

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-----(i) of the desirability of performing a search of the records of the Municipal Revenue Collection Center (CRIM) to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property; ----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations; ----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its content.----------

-----(l) of the need and consequences of filing the "*Planillas Informativas Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles*" with the Puerto Rico Treasury Department; and----------

-----(m) that they have received the orientation required by the Federal Law for the reduction of risks provoked by lead based paints in residential dwellings ("Residencial Lead-Paint Hazard Reduction Act", 42 U.S.C. §§ 4851 et seq.). In addition, it has been complied with the Disclosure Rule required by the Housing and Urban Development Department of the United States of America (HUD) and the Environmental Protection Agency (EPA) about the reach of these warnings in case there exists a structure in the Property, leaving the authorizing Notary free of any responsibility to this effect. ----------

----------READING, ACCEPTANCE AND EXECUTION---------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed as drafted, to their entire satisfaction, having I, the Notary Public, made to the appearing parties the necessary legal warnings concerning its execution. I, the Notary, hereby certify that this Deed was read by the persons appearing herein; that I advised them of their right to have witnesses present at the execution hereof, which right they have waived; that they acknowledge that they understand the

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contents of this Deed and the legal effects thereof; and that thereupon they signed this Deed before me and affixed their initials to each and every page hereof. ----------

---As to everything else contained in this public instrument, I the Notary, ATTEST AND GIVE FAITH. ----------

---Signed, sealed, marked and flourished by the authorizing Notary, Jorge Antonio Morales Cordero.----------

---Therein also appear the signature of the appearing parties and their initials on the margin of each page. The corresponding internal revenue stamps, legal assistant stamps and the notarial tax stamp are adhered thereon. ------

---I, the Notary, CERTIFY that the foregoing is a true and exact copy of Deed Number Three (3), which contains sixteen (16) pages (folios), the original of which forms part of my protocol of public instruments for the year two thousand twenty-three (2023).----------

---IN WITNESS WHEREOF, and to deliver to Cabo Rojo Land Acquisition LLC, I issue the first certified copy, which I sign, seal, mark and flourish in San Juan, Puerto Rico, on March twenty-four (24), two thousand twenty-three (2023). ----------

Notary Public

JORGE A. MORALES CORDERO
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EXHIBIT A

MORTGAGE NOTE

PRINCIPAL SUM: TWO MILLION DOLLARS ($2,000,000)

FOR VALUE RECEIVED, the undersigned promises to pay to the order of PLAYA RUSTICA LLC ("Mortgagee"), the principal sum of TWO MILLION DOLLARS ($2,000,000), plus interest on the outstanding principal balance of this note, at the rate of FOUR PERCENT (4%) per annum, starting on the date hereof and until full payment thereof. The aforesaid principal sum will be paid by the undersigned to the order of mortgagee in four (4) installments of FIVE HUNDRED THOUSAND DOLLARS ($500,000) each, respectively maturing on the following dates:

(i) A first (1st) installment of principal of FIVE HUNDRED THOUSAND DOLLARS ($500,000), maturing on March twenty-four (24), two thousand twenty-four (2024);
(ii) A second (2nd) installment of principal of FIVE HUNDRED THOUSAND DOLLARS ($500,000), maturing on March twenty-four (24), two thousand twenty-five (2025);
(iii) A third (3rd) installment of principal of FIVE HUNDRED THOUSAND DOLLARS ($500,000), maturing on March twenty-four (24), two thousand twenty-six (2026); and
(iv) A fourth (4th) installment of principal of FIVE HUNDRED THOUSAND DOLLARS ($500,000), maturing on September twenty-four (24), two thousand twenty-six (2026).

The aforesaid interest will be payable in installments maturing simultaneously with the aforesaid principal installments.

Any delay of fifteen (15) or more calendar days in the payment of any principal or interest installment will constitute a default hereunder and will trigger the accelerated maturity of all principal and interest then due hereunder.

The undersigned hereby waives presentment, protest, demand and notice of non-payment.

In the event the Mortgagee shall take recourse to foreclosure or other judicial proceedings for the collection of all or any of the principal hereof or any interest hereon, the undersigned hereby agrees to pay an additional amount equal to ten percent (10%) of the principal amount of this Mortgage Note as a liquidated amount without necessity of further liquidation or approval by the Court to cover costs and expenses (including reasonable attorneys' fees and expenses) of such foreclosure or judicial proceedings.

This mortgage note is secured by a mortgage encumbering real estate, as it appears from Deed Number Two (2), executed on March twenty-four (24), two thousand twenty-three (2023), in San Juan, Puerto Rico, before the undersigned notary public, and the mortgagee shall be entitled to the benefit and security of all of the provisions and conditions set forth in said deed of mortgage.

In San Juan, Puerto Rico, on this twenty-fourth (24th) day of March, two thousand twenty-three (2023).

CABO ROJO LAND ACQUISITION LLC

By: _____
Name: Gladys Omayra Fontanez Reyes
Title: Authorized Representative

Affidavit Number: -4221-

Acknowledged and subscribed before me in San Juan, Puerto Rico, on this twenty-fourth (24th) day of March, two thousand twenty three (2023), by Gladys Omayra Fontanez Reyes, of legal age, single, attorney at law and resident of San Juan, Puerto Rico, in her capacity as Authorized Representative of Cabo Rojo Land Acquisition LLC, who is personally known to me.

Notary Public

JORGE A. MORALES GORDERO ABOGADO-NOTARIO

JORGE A. DÍAZ BRUGUERAS ABOGADO-NOTARIO

RECIBO 4022-00979525 Sello 9998.2 9397 03/23/2023 $5.00 Sello de Asistencia Legal 80015-2023-0323-31414086

DEPARTAMENTO *de* JUSTICIA

ESTADO LIBRE ASOCIADO DE PUERTO RICO

CERTIFICACIÓN DEL NOTARIO QUE PRESENTA DOCUMENTO EN EL REGISTRO DE LA PROPIEDAD INMOBILIARIA DE PUERTO RICO POR LA VÍA TELEMÁTICA

CERTIFICO: Que la copia en formato PDF de la Escritura Núm. Tres (3) sobre "Purchase and Sale", autorizada por mí en San Juan, Puerto Rico, el veinticuatro (24) de marzo de dos mil veintitrés (2023), que se está presentando en esta fecha en el Registro de la Propiedad, es una copia fiel y exacta de la copia certificada de dicha escritura.

En San Juan, Puerto Rico, hoy veintiocho (28) de marzo de dos mil veintitrés (2023).

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Notario

----------**ESCRITURA NUMERO: SETENTA Y DOS (72)**---------
---------- **DEED NUMBER SEVENTY TWO (72)**----------

----------**COMPRAVENTA**----------
----------**DEED OF SALE**----------

-----En San Juan, Puerto Rico, a los veintiséis (26) días del mes de octubre de año dos mil veintidós (2022).----------
---In San Juan, Puerto Rico, this Twenty Six (26) day of October of the year Two Thousand Twenty-Two (2022). ----------
---
----------**ANTE MI**----------
----------BEFORE ME----------

-----CARLOS TOMASSINI RAMIREZ, abogado y notario público, en y para el Estado Libre Asociado de Puerto Rico, con residencia y estudio abierto en San Juan, Puerto Rico.----------
---CARLOS TOMASSINI RAMIREZ, attorney and notary public, for the Commonwealth of Puerto Rico, with residence and offices located in San Juan, Puerto Rico----------
---
----------**COMPARECE**----------
----------**APPEAR**----------
---DE LA PRIMERA PARTE: *PUERTO RICO FARM CREDIT, ACA,* sucesor en derecho de la Puerto Rico Production Credit Association por la fusión de esta con el Federal Land Bank Association of San Juan, a tenor con la sección siete punto ocho (7.8) de la Ley del Congreso de los Estados Unidos de América conocida por el Agricultural Credit Act of 1987, título doce sección 2279 (c1), instrumentalidad del gobierno de los Estados Unidos con oficinas principales en San Juan, Puerto Rico, seguro social patronal número seis seis guión cero tres tres cero ocho seis ocho (66-0330868), representada en este acto RICARDO L. FERNANDEZ CRUZ, mayor de edad, casado, ejecutivo y vecino de San Juan, Puerto Rico. Las facultades del representante están acreditadas en la Resolución Corporativa del once (11) de febrero de dos mil veinte (2020), la cual ha sido revisada por el notario fedatario y cumple con todos los requisitos y formalidades de ley. Dichas facultades para este otorgamiento están acreditadas en el Registro de la ***Propiedad*** de Puerto Rico, denominada en este instrumento como "**LA VENDEDORA**".----------

-----AS PARTY OF THE FIRST PART: PUERTO RICO FARM CREDIT, ACA, succeeding in right of the Puerto Rico Production Credit Association by the fusion of this with the Federal one Land Bank Association of San Juan, to state with the section seven point eight (7,8) of the Law of the Congress of the United States of America known by the Farming one Credit Act of 1987, title twelve section 2279 (c1), instrumentality of the government of the United States with main offices in San Juan, Puerto Rico, represented in this act by RICARDO L. FERNANDEZ CRUZ, of legal age, married, executive and resident of San Juan, Puerto Rico. The faculties of the representative are creditable in the Corporate Resolution of the February eleven (11) of two thousand twenty (2020). In accordance with Articles Ten (10) and Two Hundred Twenty-nine (229) of Law Number Two Hundred Ten (210) of December eight (8), two thousand fifteen (2015), known as the "Real Estate Property Registry Law of the Commonwealth of Puerto Rico "I hereby certify that I have before me the mentioned Resolution and I also certify that it meets with the applicable requirements and formalities

CARLOS TOMASSINI RAMIREZ PUERTO RICO ABOGADO-NOTARIO

RLFC

G.D.F.R.

required by law, *hereinafter called* ***THE SELLER***.----------
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---**DE LA SEGUNDA PARTE: CABO ROJO LAND ACQUISITION, LLC**, compañía de responsabilidad limitada constituida y existente bajo las leyes del Estado de Delaware, Estados Unidos de América, representada en esta escritura pública por su representante autorizado, Gladys Omayra Fontanez Reyes (en adelante "Gladys"), quien es mayor de edad, soltera, abogada y residente de San Juan, Puerto Rico, y que está autorizada para comparecer en representación del Comprador según Certificado de Resolución de Cabo Rojo Land Acquisition, LLC, ejecutado en octubre veintiséis (26), de dos mil veintidós (2022)), por Eileen Sawyer, como Gerente de Cabo Rojo Land Acquisition, LLC, en New York, Estados Unidos, ante notario público Eric Orenstein. Yo, el Notario, por la presente certifico que he revisado el original de dicho Certificado de Resolución, y que, en mi opinión, cumple con todos los requisitos legales necesarios para autorizar a Gladys a comparecer en esta escritura pública en nombre del Comprador", en adelante denominados como **LOS COMPRADORES**.----------

---***AS PARTY OF THE SECOND PART:*** **CABO ROJO LAND ACQUISITION, LLC**, a limited liability company organized and existing under the laws of the State of Delaware, United States of America, represented in this public deed by its authorized representative, Gladys Omayra Fontanez Reyes (hereinafter "Gladys "), who is of legal age, single, attorney at law and resident of San Juan, Puerto Rico, and who is authorized to appear herein on behalf of Buyer as per Certificate of Resolution of Cabo Rojo Land Acquisition, LLC, executed on October twenty six (26), two thousand twenty two (2022), by Eileen Sawyer, as Manager of Cabo Rojo Land Acquisition, LLC, in New York, United States, before notary public Eric Orenstein. I, the Notary, hereby certify that I have revised the original of said Certificate of Resolution, and that, in my opinion, it complies with all legal requirements necessary to authorize Gladys to appear in this public deed on behalf of Buyer". hereinafter called as **"THE BUYERS"**.--------
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---**DOY FE** de conocer personalmente a los comparecientes, así como por sus dichos de su edad, estado civil, profesión y vecindad y la capacidad que comparecen aquí. Me aseguran tener, y a mi juicio tienen, la capacidad legal suficiente para este otorgamiento, y en tal virtud libremente: ----------
---

---**I ATTEST** of my personal knowledge of the appearing and through their verbal expressions of their age, civil status, profession and residence and the capacity that they appear herein. They assure and in my judgment they have enough legal capacity for the execution of this deed, by virtue of which they freely:----------
---

----------**EXPONEN**----------
---------- **STATE** ----------
---**PRIMERO**: Que las siguientes propiedades descritas más adelante en el idioma español según surge del Registro de la Propiedad de San Germán, pertenecen a "**LA VENDEDORA**".---
---

---**FIRST**: That the following properties described as it arises in the Spanish language, from the Registry of the Property of San Germán, belongs to ***THE SELLER***.----------
---

---**Descrita conforme a su inscripción PRIMERA, como**

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sigue:----------
---A) RUSTICA: Parcela Número Setenta y Siete (77) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.) equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes al NORTE, con el Mar Caribe; por el SUR, con parcela número treinta y ocho (38) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con parcela número setenta y ocho (78) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5) pertenecen a esta parcela y por el OESTE, con la parcela número setenta y seis (76) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5) pertenecen a esta parcela.----------
---Para uso de fines agrícola.----------

---Observación: En la inscripción segunda indica que la propiedad esta descrita conforme a la inscripción primera a diferencia que en el documento que en dicha inscripción se inscribió hoy linda por el NORTE, en una distancia de setenta y tres (73.00) metros lineales, con la zona marítima; por el SUR, en una distancia de setenta y uno punto cero cuatro (71.04) metros lineales, con la parcela de Enrique Carlo Aymat; por el ESTE, en una distancia de doscientos ochenta y nueve punto noventa y nueve (289.99) metros lineales, con la parcela número setenta y ocho (#78); y por el OESTE, en una distancia de doscientos ochenta y cinco punto sesenta (285.60) metros lineales, con una servidumbre de paso de diez (10.00) metros de ancho, cinco (5.00) de los cuales pertenecen a esta parcela y que la separa de la parcela número setenta y seis (#76), con una cabida de diecinueve mil seiscientos cincuenta y dos (19,652.00) metros cuadrados.----------

---Inscrita al folio noventa y seis (96) del tomo ochocientos cinco (805) de Cabo Rojo, finca número dieciocho mil ochocientos seis (18,806), Registro de la Propiedad de San Germán.----------

----------Catastro Número 379-000-009-01-000----------

---Descrita conforme a su inscripción SEPTIMA:----------
---B) RUSTICA: Parcela número ciento treinta y ocho (138), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalente a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, parcela número treinta y dos (32) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número seis (6) y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número quince (15) y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela y por el OESTE, con la parcela número treinta (30) y servidumbre de paso de diez (10.00) metros de los cuales cinco (5) pertenecen a esta parcela.-----
---Para uso de fines agrícola.----------

---Nota: En la primera inscripción describen el número de la

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parcela al Oeste dice treinta y uno (#31); en la inscripción tercera dice parcela treinta y uno (31) y en la última descripción de la finca que fue recuperada en los libros azules (ágora), el número de la parcela que dice al Oeste es la número treinta (#30) como se relacionan en este estudio.

---Inscrita al folio ciento cuarenta y dos (142) del tomo ochocientos sesenta y cuatro (864) de Cabo Rojo, finca número dieciocho mil setecientos sesenta y dos (18,762), Registro de la Propiedad de Cabo Rojo.----------

----------Catastro Número 402-018-327-35-000----------

---C) RUSTICA: Parcela número dieciséis (16), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalente a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con terrenos de los hermanos Ruiz y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5) metros, pertenecen a esta parcela; por el SUR, con la parcela número sesenta y cuatro (64) y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número ciento ochenta (180) y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela y por el OESTE, parcela número quince (15) y servidumbre de paso de diez (10.00) metros, de los cuales cinco (5) pertenecen a esta parcela.----------
---Para uso de fines agrícolas.----------

---Inscrita al folio trece (13) del tomo quinientos ocho (508) de Cabo Rojo, finca número dieciocho mil seiscientos noventa y cuatro (18,694), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-008-327-33-000----------

---Descrita conforme a su inscripción SEPTIMA:----------
---D) RUSTICA: Parcela número treinta y tres (33), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalente a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con terrenos de Víctor Quiles y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) metros, pertenecen a esta parcela; por el SUR, con la parcela número cinco (5) y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número ciento treinta y ocho (138) y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela y por el OESTE, con servidumbre de paso de veinte punto sesenta (20.60) metros de ancho.----------
---Para uso de fines agrícola.----------

---Nota: En la primera inscripción describen la finca por su linde Norte, con la parcela número ciento treinta y ocho (#138) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela y por el Oeste, con la parcela número treinta y nueve (#39) y servidumbre de paso de diez (10.00) metros de ancho de los

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cuales cinco (5.00) pertenecen a esta parcela. La última descripción de la finca es y fue recuperada en los libros azules (ágora) y el linde que consta por el Norte y Oeste es como se relacionan en este estudio.----------

---Inscrita al folio veinticinco (25) del tomo quinientos ocho (508) de Cabo Rojo, finca número dieciocho mil seiscientos noventa y seis (18,696), Registro de la propiedad de San Germán.----------

----------Catastro Número 402-018-327-36-000----------

---Descrita conforme a su inscripción SEPTIMA:----------
---E) RUSTICA: Parcela número quince (15) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalente a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, parcela número dieciséis (16) y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) metros, pertenecen a esta parcela; por el SUR, con la parcela número seis (6) y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número dieciséis (16) y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela y por el OESTE, con la parcela número ciento treinta y ocho (138) y servidumbre de paso de diez (10.00) metros, de los cuales cinco (5) pertenecen a esta parcela.----------
---Para uso de fines agrícolas.----------

---Inscrita al folio ciento cuarenta y ocho (148) del tomo ochocientos sesenta y cuatro (864) de Cabo Rojo, finca número dieciocho mil setecientos setenta y nueve (18,779), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-008-327-34-000----------

---Descrita conforme a la inscripción SEPTIMA, como sigue:
---F) RUSTICA: Parcela número cincuenta y cuatro (54) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes al NORTE, con terrenos de Merino Quirino Pedroso y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela; por el SUR, con la parcela número cincuenta y tres (53) y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con terrenos de Ricardo Enrique Carlo Díaz y por el OESTE, con la parcela número cincuenta y cinco (55).----------
---Para uso de fines agrícolas.----------

---Inscrita al folio treinta y cuatro (34) del tomo ochocientos sesenta y cuatro (864) de Cabo Rojo, finca número dieciocho mil setecientos siete (18,707), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-009-327-30-000----------

--Descrita conforme a la inscripción SEPTIMA, como sigue:-
---G) RUSTICA: Parcela número cincuenta y cinco (55),

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radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con terrenos de Merino Quirino Pedroso y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela; por el SUR, con la parcela número cincuenta y dos (52); por el ESTE, con la parcela número cincuenta y cuatro (54) y por el OESTE, con la parcela número cincuenta y seis (56).--
---Para uso de fines agrícolas.----------

---Inscrita al folio treinta y siete (37) del tomo ochocientos sesenta y cuatro (864) de Cabo Rojo, finca número dieciocho mil setecientos ocho (18,708), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-009-327-29-000----------

---Descrita conforme a la inscripción SEPTIMA, como sigue:
---H) RUSTICA: Parcela número cincuenta y seis (56), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con terrenos de Merino Quirino Pedroso y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela; por el SUR, con la parcela número cincuenta y dos (52); por el ESTE, con la parcela número cincuenta y cinco (55) y por el OESTE, con la parcela número cincuenta y siete (57).------
---Para uso de fines agrícolas.----------

---Inscrita al folio cuarenta y uno (41) del tomo ochocientos sesenta y cuatro (864) de Cabo Rojo, finca número dieciocho mil setecientos nueve (18,709), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-008-327-28-000----------

---Descrita conforme a la inscripción SEPTIMA, como sigue:
---I) RUSTICA: Parcela número cincuenta y siete (57), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con terrenos de Merino Quirino Pedroso y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela; por el SUR, con las parcelas números ciento ochenta (180) y cincuenta y dos (52); por el ESTE, con la parcela número cincuenta y seis (56) y por el OESTE, con terrenos de los hermanos Ruiz y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela.----------
---Para uso de fines agrícolas.----------

---Inscrita al folio cuarenta y cuatro (44) del tomo ochocientos sesenta y cuatro (864) de Cabo Rojo, finca número dieciocho mil setecientos diez (18,710), Registro de la propiedad de San Germán.----------

----------Catastro Número 402-008-327-27-000----------

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---J) RUSTICA: Parcela número ciento setenta y ocho (178), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con las parcelas números cinco (5), seis (6) y sesenta y cuatro (64) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela; por el SUR, con las parcelas números ciento setenta y seis (176) y sesenta y seis (66) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela; por el ESTE, con la parcela número treinta y dos (32) y por el OESTE, con la parcela número ciento setenta y seis (176) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela.----------
---Para uso de fines agrícolas.----------

---Inscrita al folio ciento ochenta y siete (187) del tomo ochocientos sesenta y cuatro (864) de Cabo Rojo, finca número dieciocho mil ochocientos trece (18,813), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-028-327-49-000----------

---Descrita conforme a su inscripción OCTAVA, como sigue:
---K) RUSTICA: Parcela número sesenta y nueve (69) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con la parcela número setenta y uno (71) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con el Mar Caribe; por el SUR, con la parcela número ochenta y tres (83) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con servidumbre de paso de diez (10.00) metros de ancho; por el ESTE, con la parcela número sesenta y ocho (68) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con la parcela número sesenta (70) y servidumbre de paso de diez (10.00) metros de ancho y por el OESTE, con la parcela número setenta (70) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con la parcela número ochenta y uno (81).----------
---Para uso de fines agrícolas.----------

---Inscrita al folio ciento treinta y nueve (139) del tomo quinientos ocho (508) de Cabo Rojo, finca número dieciocho setecientos quince (18,715), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-017-327-16-000----------

---Descrita conforme a su inscripción OCTAVA, como sigue:
---L) RUSTICA: Parcela número setenta (70) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y

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seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con la parcela número setenta y uno (71) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con el Mar Caribe; por el SUR, con la parcela número ochenta y uno (81) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con servidumbre de paso de diez (10.00) metros de ancho; por el ESTE, con la parcela número sesenta y nueve (69) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con la parcela número setenta y uno (71) y por el OESTE, con el Mar Caribe antes, hoy con la parcela número sesenta y nueve (69).----------
---Para uso de fines agrícolas.----------

---Inscrita al folio sesenta y dos (62) del tomo ochocientos sesenta y cuatro (864) de Cabo Rojo, finca número dieciocho setecientos dieciséis (18,716), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-007-327-15-000----------

---Descrita conforme a su inscripción OCTAVA, como sigue:
---M) RUSTICA: Parcela número ochenta y uno (81) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con la parcela número setenta (70) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con el Mar Caribe; por el SUR, con terrenos del Sr. José Fas antes, hoy con servidumbre de paso de diez (10.00) metros de ancho; por el ESTE, con la parcela número ochenta y dos (82) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con la parcela número sesenta y nueve (69) y por el OESTE, con la parcela número ochenta (80) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con la parcela número ochenta (80).-------
---Para uso de fines agrícolas.----------

---Inscrita al folio ciento setenta y cinco (175) del tomo quinientos ocho (508) de Cabo Rojo, finca número dieciocho mil setecientos veintiuno (18,721), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-007-327-17-000----------

---Descrita conforme a su inscripción OCTAVA, como sigue:
---N) RUSTICA: Parcela número setenta y tres (73), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con la parcela número setenta y dos (72) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con las parcelas número setenta y uno (71) y setenta y dos (72); por el SUR, con las parcelas números sesenta y siete (67) y sesenta y ocho (68) y servidumbre de paso de diez

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(10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con la parcela número sesenta y cinco (65); por el ESTE, con las parcelas números sesenta y cinco (65) y sesenta y seis (66) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con la parcela número treinta y siete (37) y por el OESTE, con la parcela número setenta y uno (71) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con la parcela número sesenta y ocho (68) y servidumbre de paso de diez (10.00) metros de ancho.----------
---Para uso de fines agrícolas.----------

---Inscrita al folio ciento sesenta y tres (163) del tomo quinientos ocho (508) de Cabo Rojo, finca número dieciocho setecientos diecinueve (18,719), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-007-327-13-000----------

---O) RUSTICA: Parcela número sesenta y cinco (65) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con la parcela número sesenta y tres (73); por el SUR, con servidumbre de paso de diez (10.00) metros de ancho; por el ESTE, con la parcela número veintinueve (29) y por el OESTE, con las parcelas número sesenta y ocho (68) y ochenta y cuatro (84).----------
---Para uso de fines agrícolas.----------

---Inscrita al folio ciento quince (115) del tomo quinientos ocho (508) de Cabo Rojo, finca número dieciocho setecientos once (18,711), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-017-327-08-000----------

---P) RUSTICA: Parcela número veintinueve (29), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con la parcela número setenta y siete (77) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela; por el SUR, con servidumbre de paso de diez (10.00) metros de ancho; por el ESTE, con la parcela número treinta y ocho (38) y por el OESTE, con la parcela número sesenta y cinco (65).----------
---Para uso de fines agrícolas.----------

---Inscrita al folio doscientos cuarenta y siete (247) del tomo quinientos nueve (509) de Cabo Rojo, finca número dieciocho setecientos ochenta y tres (18,783), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-017-327-09-000----------

---Q) RUSTICA: Parcela número treinta y ocho (38) radicada en el Barrio Boquerón del término municipal de Cabo Rojo,

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Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con la parcela número cuarenta y uno (41); por el SUR, con servidumbre de paso de diez (10.00) metros de ancho; por el ESTE, con servidumbre de paso de diez (10.00) metros de ancho y por el OESTE, con la parcela número veintinueve (29).----------
---Para uso de fines agrícolas.----------

---Inscrita al folio doscientos ochenta y nueve (289) del tomo quinientos nueve (509) de Cabo Rojo, finca número dieciocho setecientos noventa (18,790), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-018-327-10-000----------

---R) RUSTICA: Parcela número sesenta y siete (67), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con servidumbre de paso de diez (10.00) metros de ancho; por el SUR, con terrenos de José Fas; por el ESTE, con la parcela número diecisiete (17) y por el OESTE, con servidumbre de paso de diez (10.00) metros de ancho.----------
---Esta parcela es para uso de fines agrícolas.----------

---Inscrita al folio ciento veintisiete (127) del tomo quinientos ocho (508) de Cabo Rojo, finca número dieciocho setecientos trece (18,713), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-017-327-23-000----------

---S) RUSTICA: Parcela número diecisiete (17) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con servidumbre de paso de diez (10.00) metros de ancho; por el SUR, con terreno de José Fas; por el ESTE, con servidumbre de paso de diez (10.00) metros de ancho y por el OESTE, con la parcela número sesenta y siete (67).----
---Esta parcela es para uso de fines agrícolas.----------

---Inscrita al folio doscientos veintinueve (229) del tomo quinientos nueve (509) de Cabo Rojo, finca número dieciocho setecientos ochenta (18,780), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-018-327-24-000----------

---SEGUNDO: Las fincas **letras A a la J,** constan inscritas a favor de PUERTO RICO FARM CREDIT, ACA, quien adquiere el dominio de esta finca por título de Venta Judicial, **finca letra "A"** por el precio de DOSCIENTOS UN MIL QUINIENTOS DOLARES ($201,500.00); **finca letra "B"** por el precio de CIENTO SETENTA MIL DOLARES ($170,000.00); **finca letra "C"** por el precio de CIENTO SETENTA MIL DOLARES ($170,000.00); **finca letra "D"** por el precio de CIENTO SETENTA MIL DOLARES ($170,000.00); **finca letra "E"** por el

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precio de TRESCIENTOS CUARENTA MIL DOLARES ($340,000.00); **finca letra "F"** por el precio de CIENTO CUARENTA Y OCHO MIL SETECIENTOS CINCUENTA DOLARES ($148,750.00); **finca letra "G"** por el precio de CIENTO CUARENTA Y OCHO MIL SETECIENTOS CINCUENTA DOLARES ($148,750.00); **finca letra "H"** por el precio de CIENTO CUARENTA Y OCHO MIL SETECIENTOS CINCUENTA DOLARES ($148,750.00); **finca letra "I"** por el precio de CIENTO CUARENTA Y OCHO MIL SETECIENTOS CINCUENTA DOLARES ($148,750.00) y **finca letra "J"** por el precio de CIENTO CUARENTA Y OCHO MIL SETECIENTOS CINCUENTA DOLARES ($148,750.00), según consta de la Escritura Número Veinticinco (#25), otorgada en San Juan, Puerto Rico, el quince (15) de julio de dos mil dieciséis (2016), ante la notario Adriana Teresa Capacete Cabassa, e inscrita en cuanto a cada finca como se describe a continuación:----------

---Finca letra A: Inscrita al tomo Karibe, finca número dieciocho mil ochocientos seis (18806) de Cabo Rojo e inscripción novena (9na).----------

---Finca letra B: Inscrita al tomo Karibe, finca número dieciocho mil setecientos sesenta y dos (18762) de Cabo Rojo e inscripción duodécima (12ma).----------

---Finca letra C: Inscrita al tomo Karibe, finca número dieciocho mil seiscientos noventa y cuatro (18694) de Cabo Rojo e inscripción undécima (11ma).----------

---Finca letra D: Inscrita al tomo Karibe, finca número dieciocho mil seiscientos noventa y seis (18696) de Cabo Rojo e inscripción undécima (11ma).----------

---Finca letra E: Inscrita al tomo Karibe, finca número dieciocho mil setecientos setenta y nueve (18779) de Cabo Rojo e inscripción duodécima (12ma).----------

---Finca letra F: Inscrita al tomo Karibe, finca número dieciocho mil setecientos siete (18707) de Cabo Rojo e inscripción undécima (11ma).----------

---Finca letra G: Inscrita al tomo Karibe, finca número dieciocho mil setecientos ocho (18708) de Cabo Rojo e inscripción undécima (11ma).----------

---Finca letra H: Inscrita al tomo Karibe, finca número dieciocho mil setecientos nueve (18709) de Cabo Rojo e inscripción undécima (11ma).----------

---Finca letra I: Inscrita al tomo Karibe, finca número dieciocho mil setecientos diez (18710) de Cabo Rojo e inscripción undécima (11ma).----------

---Finca letra J: Inscrita al tomo Karibe, finca número dieciocho mil ochocientos trece (18813) de Cabo Rojo e inscripción undécima (11ma).----------

---Las fincas **letras K a la N,** constan inscritas a favor de PUERTO RICO FARM CREDIT, ACA, quien adquiere el dominio de esta finca por título de Venta Judicial, **finca letra "K"** por el precio de TRESCIENTOS MIL DOLARES ($300,000.00); **finca letra "L"** por el precio de TRESCIENTOS MIL DOLARES ($300,000.00); **finca letra "M"** por el precio de CIENTO CINCUENTA MIL DOLARES ($150,000.00) y la **finca letra "N"** por el precio de TRESCIENTOS MIL DOLARES ($300,000.00), según consta de la Escritura Número Quince (#15), otorgada en San Juan, Puerto Rico, el tres (3) de diciembre de dos mil doce (2012), ante la notario Laura M. Santana Mieres, e inscrita en cuanto a cada finca como se describe a continuación:----------

---Finca letra K: Inscrita al folio uno (1) del tomo mil treinta y uno (1031) de Cabo Rojo, finca número dieciocho mil setecientos quince (18715) e inscripción décima (10ma).----------

---Finca letra L: Inscrita al folio dos (2) del tomo mil treinta y

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uno (1031) de Cabo Rojo, finca número dieciocho mil setecientos dieciséis (18716) e inscripción décima (10ma).-------
---Finca letra M: Inscrita al folio setenta y ocho (78) del tomo ochocientos sesenta y cuatro (864) de Cabo Rojo, finca número dieciocho mil setecientos veintiuno (18721) e inscripción décima (10ma).----------
---Finca letra N: Inscrita al folio tres (3) del tomo mil treinta y uno (1031) de Cabo Rojo, finca número dieciocho mil setecientos diecinueve (18719) e inscripción décima (10ma).-----

---Las fincas **letras O a la S,** constan inscritas a favor de PUERTO RICO FARM CREDIT, ACA, quien adquiere el dominio de esta finca por título de Venta Judicial, **finca letra "O"** por el precio de CIENTO CINCUENTA MIL DOLARES ($150,000.00); **finca letra "P"** por el precio de CIENTO CINCUENTA MIL DOLARES ($150,000.00); **finca letra "Q"** por el precio de CIENTO CINCUENTA MIL DOLARES ($150,000.00); **finca letra "R"** por el precio de CIENTO CINCUENTA MIL DOLARES ($150,000.00) y la **finca letra "S"** por el precio de CIENTO CINCUENTA MIL DOLARES ($150,000.00), según consta de la Escritura Número Ciento Cuarenta y Siete (#147), otorgada en San Juan, Puerto Rico, el veintiuno (21) de noviembre de dos mil dieciocho (2018), ante el notario Ian Marini Biaggi, presentada al asiento dos mil dieciocho guión uno uno nueve ocho seis nueve guión SG cero uno (2018-119869-SG01), pendiente de inscripción.----------
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---**SECOND:** Properties letters **"A" to "J"** recorder to favor of PUERTO RICO FARM CREDIT, ACA who acquired the title by Judicial Sale, **Property "A",** for the sum of TWO HUNDRED ONE THOUSAND FIVE HUNDRED DOLLARS ($201,500.00); **Property "B"** for the sum of ONE HUNDRED SEVENTY THOUSAND DOLLARS ($170,000.00); **Property "C"** for the sum of ONE HUNDRED SEVENTY THOUSAND DOLLARS ($170,000.00); **Property "D"** for the sum of ONE HUNDRED SEVENTY THOUSAND DOLLARS ($170,000.00); **Property "E"** for the sum of THREE HUNDRED FORTY THOUSAND DOLLARS ($340,000.00); **Property "F"** for the sum of ONE HUNDRED FORTY EIGHT THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($148,750.00); **Property "G"** for the sum of ONE HUNDRED FORTY EIGHT THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($148,750.00); **Property "H"** for the sum of ONE HUNDRED FORTY EIGHT THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($148,750.00); **Property "I"** for the sum of ONE HUNDRED FORTY EIGHT THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($148,750.00) and **Property "J"** for the sum of ONE HUNDRED FORTY EIGHT THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($148,750.00), Deed Number Twenty Five (25) executed in San Juan, Puerto Rico, July fifteen (15), two thousand sixteen (2016), before Notary Public Adriana Teresa Capacete, recorded for each farm as described below:----
---Property A: Recorded at volume Karibe, property number eighteen thousand eight hundred six (18806) of Cabo Rojo and entry number ninth (9).----------
---Property B: Recorded at volume Karibe, property number eighteen thousand seven hundred sixty two (18762) of Cabo Rojo and entry number twelfth (12).----------
---Property C: Recorded at volume Karibe, property number eighteen thousand six hundred ninety four (18694) of Cabo Rojo and entry number eleventh (11).----------
---Property D: Recorded at volume Karibe, property number eighteen thousand six hundred ninety six (18696) of Cabo Rojo and entry number eleventh (11).----------

---Property E: Recorded at volume Karibe, property number eighteen thousand seven hundred seventy nine (18779) of Cabo Rojo and entry number twelfth (12).----------
---Property F: Recorded at volume Karibe, property number eighteen thousand seven hundred seven (18707) of Cabo Rojo and entry number eleventh (11).----------
---Property G: Recorded at volume Karibe, property number eighteen thousand seven hundred eight (18708) of Cabo Rojo and entry number eleventh (11).----------
---Property H: Recorded at volume Karibe, property number eighteen thousand seven hundred nine (18709) of Cabo Rojo and entry number eleventh (11).----------
---Property I: Recorded at volume Karibe, property number eighteen thousand seven hundred ten (18710) of Cabo Rojo and entry number eleventh (11).----------
---Property J: Recorded at volume Karibe, property number eighteen thousand eight hundred thirteen (18813) of Cabo Rojo and entry number eleventh (11).----------

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---Properties letters **"K" to "N"** recorder to favor of PUERTO RICO FARM CREDIT, ACA who acquired the title by Judicial Sale, **Property "K",** for the sum of THREE HUNDRED THOUSAND DOLLARS ($300,000.00); **Property "L",** for the sum of THREE HUNDRED THOUSAND DOLLARS ($300,000.00); **Property "M",** for the sum of ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000.00) and **Property "N",** for the sum of THREE HUNDRED THOUSAND DOLLARS ($300,000.00); Deed Number Fifteen (15) executed in San Juan, Puerto Rico, December Three (3), two thousand twelve (2012), before Notary Public Laura M. Santana Mieres, recorded for each farm as described below:----------
---Property K: Recorded at page one (1) volume one thousand thirty one (1031) of Cabo Rojo, property number eighteen thousand seven hundred fifteen (18715) and entry tenth (10).---
---Property L: Recorded at page two (2) volume one thousand thirty one (1031) of Cabo Rojo, property number eighteen thousand seven hundred sixteen (18716) and entry tenth (10).--
---Property M: Recorded at page seventy eight (78) volume eight hundred sixty four (864) of Cabo Rojo, property number eighteen thousand seven hundred twenty one (18721) and entry tenth (10).----------
---Property N: Recorded at page three (3) volume one thousand thirty one (1031) of Cabo Rojo, property number eighteen thousand seven hundred nineteen (18719) and entry tenth (10).----------

---Properties letters **"O" to "S"** recorder to favor of PUERTO RICO FARM CREDIT, ACA who acquired the title by Judicial Sale, **Property "O",** for the sum of ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000.00); **Property "P",** for the sum of ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000.00); **Property "Q",** for the sum of ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000.00); **Property "R",** for the sum of ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000.00) and **Property "S",** for the sum of ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000.00); Deed Number One Hundred Forty Seven (147) executed in San Juan, Puerto Rico, November Twenty One (21), two thousand eighteen (2018), before Notary Public Ian Marini Biaggi, submitted to entry two thousand eighteen dash one one nine eight six nine dash SG zero one (2018-119869-SG01), pending registration.---
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---**TERCERO:** La antedicha **propiedad "A"** afecta a:----------

---POR SU PROCEDENCIA:----------

---LIBRE DE CARGAS----------

---POR SI:----------

---CONDICIONES RESTRICTIVAS, según consta de la Escritura Número Setenta y Tres (#73), otorgada en Mayagüez, Puerto Rico, el veintiséis (26) de febrero de mil novecientos noventa (1990), ante el notario Roberto M. García Rullán, e inscrita al margen del folio ochenta y cinco (85) del tomo quinientos diez (510) de Cabo Rojo, finca número dieciocho mil ochocientos seis (18806).----------

---TODAS LAS DEMAS **PROPIEDADES "B" a la "S"**:----------

---POR SU PROCEDENCIA Y POR SI:----------

---LIBRE DE CARGAS Y GRAVAMENES----------

---**THIRD:** The aforementioned real **property "A"** is:----------

---SERVITUDES----------

---FREE OF LIENS AND OBLIGATIONS----------

---BY ITSELF:----------

---RESTRICTIVE CONDITIONS, Deed Number Seventy-Three (#73), granted in Mayagüez, Puerto Rico, on February twenty-six (26), nineteen hundred and ninety (1990), before Notary Public Roberto M. García Rullán, and registered on the margin of folio eighty-five (85) of volume five hundred and ten (510) of Cabo Rojo, property number eighteen thousand eight hundred and six (18806).----------

---AL OTHER REAL **PROPERTIES "B" until "S"**:----------

---Servitudes and by itself:----------

---FREE OF OTHER LIENS AND OBLIGATIONS----------

---**CUARTO:** Los comparecientes de la primera y segunda parte tienen convenida la compraventa de las propiedades descritas en el párrafo **PRIMERO** de este instrumento, las cuales efectúan bajo las siguientes:----------

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----**FOURTH:** The herein appearing parties have agreed to the sale of the properties described in paragraph **FIRST** of this deed, which they carry out under the following:----------

---

----------**CLAUSULAS Y CONDICIONES**----------

----------TERMS AND CONDITIONS----------

---**UNA: LA VENDEDORA** por la presente **VENDE, CEDE Y TRASPASA** a los **COMPRADORES,** quienes **COMPRAN, RECIBEN, ADQUIEREN Y ACEPTAN** las propiedades descritas en el párrafo **PRIMERO** de este instrumento con todos sus usos, derechos y servidumbres, y anexos por el convenido, alzado y ajustado precio de CINCO MILLONES SETECIENTOS CINCUENTA MIL DOLARES ($5,750,000.00), de los cuales se le establece un valor de:----------

---Finca letra A: QUINIENTOS MIL DOLARES ($500,000.00).---

---Finca letra B: DOSCIENTOS CINCUENTA MIL DOLARES

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($250,000.00).----------
---Finca letra C: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra D: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra E: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra F: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra G: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra H: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra I: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra J: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra K: QUINIENTOS MIL DOLARES ($500,000.00).---
---Finca letra L: QUINIENTOS MIL DOLARES ($500,000.00).---
---Finca letra M: QUINIENTOS MIL DOLARES ($500,000.00).---
---Finca letra N: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra O: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra P: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra Q: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra R: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra S: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------

---LA **VENDEDORA** manifiesta que recibir en este acto la dicha cantidad de CINCO MILLONES SETECIENTOS CINCUENTA MIL DOLARES ($5,750,000.00), por lo cual el VENDEDOR otorga LA PARTE COMPRADORA la más formal y eficaz carta de pago.----------

---**LOS COMPRADORES** serán responsable de los gastos de sellos y comprobantes de la copia certificada, honorarios y gastos de abogado y notario y la comisión del corredor.----------
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----ONE: THE SELLER hereby SELLS, CONVEYS AND TRANSFERS to THE BUYERS, who **PURCHASE, RECEIVE, ACQUIRE AND ACCEPT** the properties described in the **FIRST** paragraph of this deed with all its uses, rights and easements and attachments, at the agreed price of **FIVE MILLONS SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($5,750,000.00)** of which is established a value of:----------
---Property A: FIVE HUNDRED THOUSAND DOLLARS ($500,000.00).----------
---Property B: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property C: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property D: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property E: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property F: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property G: TWO HUNDRED FIFTY THOUSANSD DOLLARS

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($250,000.00).----------
---Property H: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property I: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property J: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property K: FIVE HUNDRED THOUSAND DOLLARS ($500,000.00).----------
---Property L: FIVE HUNDRED THOUSAND DOLLARS ($500,000.00).----------
---Property M: FIVE HUNDRED THOUSAND DOLLARS ($500,000.00).----------
---Property N: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property O: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property P: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property Q: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property R: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property S: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------

---**THE SELLER** hereby states that it received in this act the amount of **FIVE MILLONS SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($5,750,000.00)** for which SELLER acknowledges the full payment of the Purchase Price.----------

---**THE BUYERS** will be responsible for the costs of stamps and vouchers for the certified copy, fees and expenses of lawyer and notary and the commission of the realtor.----------
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---**DOS**: Manifiesta **LA PARTE COMPRADORA** que a instancias de **LA VENDEDORA** han examinado e inspeccionado cuidadosamente los inmuebles objeto de esta compraventa; que conocen el estado de las mismas y que compran y aceptan los inmuebles como están ["as are"], y que, por lo tanto, no tiene obligación **LA VENDEDORA** de realizar reparaciones o mejora alguna a la misma como condición para la compraventa.---------

---**LA PARTE COMPRADORA** entiende y reconoce que **LA VENDEDORA** ha adquirido las Propiedades, directa o indirectamente, por medio de ejecución de hipoteca, dación en pago, cesión de derechos o transacciones similares, por lo cual nunca ha ocupado las Propiedades, por lo que no tiene conocimiento directo sobre la condición pasada y/o presente de la misma. **LA PARTE COMPRADORA** acuerda que esta compra se realiza sin recurso y en el estado y condición actual ("AS ARE WHERE ARE"), con todos sus defectos, sean ocultos o aparentes, y con todas las faltas o vicios en las Propiedades, sean conocidos o desconocidos, existentes al presente o que puedan surgir en adelante. **LA VENDEDORA** y sus agentes no hacen representación alguna ni garantizan de forma alguna, expresa o implícitamente, en forma oral o escrita, con respecto a las Propiedades incluyendo sin limitaciones respecto: (a) el valor, naturaleza, calidad o condiciones de las Propiedades, incluyendo sin limitaciones, el agua, terreno y geología; (b) el ingreso a ser derivado de las Propiedades; (c) la conveniencia de las Propiedades para cualesquiera y todos los propósitos, actividades y usos que **LA PARTE COMPRADORA** pueda dar a

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las Propiedades; (d) el cumplimiento de las Propiedades o de su operación con cualquiera leyes, reglas, ordenanzas o regulaciones de cualquier autoridad o cuerpo gubernamental aplicable; (e) la habitabilidad, mercadeabilidad, la comerciabilidad, lo beneficioso o la aptitud para un propósito particular de la Propiedad; (f) la manera o la calidad de la construcción o de los materiales, si los hubiere, incorporados en la Propiedad; (g) la manera, calidad, estado de la reparación o carencia de la reparación de las Propiedades; (h) la existencia de alguna vista desde las Propiedades o la posibilidad de que cualquier vista existente no será obstruida en el futuro; (i) cualquier otro asunto relacionado con respecto a las Propiedades; (j) la integridad estructural de cualquiera mejoras en las Propiedades; (k) la conformidad de las mejoras a cualquier plano o especificaciones para las Propiedades que pueda proporcionarse **LA VENDEDORA**, (l) la conformidad de lo construido en las Propiedades con los requisitos aplicables con la zonificación de las Propiedades o al código de construcción requerido; (m) la existencia de inestabilidad en el suelo, más allá de reparaciones del suelo, susceptibilidad a los derrumbamientos, desahogo de "under-shoring", desahogo del drenaje, o cualquier otra materia que afecta o puede afectar la estabilidad o la integridad de la tierra o cualesquiera edificios o las mejoras situadas sobre eso; o (n) si las Propiedades están situadas en un llano especial de la zona o de peligro de inundación, o en presencia de "wetlands" o de "shoreland". **LA PARTE COMPRADORA** reconoce que las Propiedades pueden no estar de acuerdo con la zonificación aplicable, el edificio, la salud u otra ley o códigos, y ni **LA VENDEDORA** ni cualquier persona particular que actúa como representante o agente de **LA VENDEDORA** ha ocupado las Propiedades y que las Propiedades pueden no estar en condiciones habitables. En adición, **LA PARTE COMPRADORA** reconoce y conviene sin la limitación de clase alguna que **LA VENDEDORA** no ha hecho ni hará, así como niega específicamente cualquier representación con respecto a conformidad de las Propiedades con la ley federal "Americans with Disabilities Act" o con cualquier protección del medio ambiente, contaminación o leyes de utilización del suelo, reglas, regulaciones, órdenes o requisito, según lo definido por las leyes y regulaciones estatales y federales, incluyendo y sin limitarse a regulaciones de la agencia de protección del medio ambiente o la disposición o la existencia, en las Propiedades, de cualquier sustancia peligrosa, según lo definido por la ley conocida como "Comprehensive Environmental Response Compensation and Liability Act of 1980", según enmendada, y demás regulaciones relacionadas. **LA PARTE COMPRADORA** manifiesta y asegura haber inspeccionado las Propiedades por sí o por conducto de sus agentes y representantes encontrándola a su entera satisfacción y que suscribe la presente Escritura con pleno conocimiento de las condiciones en que ésta se encuentra ("as are, where are"). En vista de todo lo anterior, **LA PARTE COMPRADORA** reconoce y acepta que **LA VENDEDORA** no le ofrece ninguna garantía por vicios y/o defectos ocultos y renuncia a cualquier acción o reclamación contra de **LA VENDEDORA** por cualquier estado en que se encuentren las Propiedades objeto de esta Escritura y expresamente releva a **LA VENDEDORA** de cualquier responsabilidad que ésta pudiera tener en las Propiedades objeto de esta Escritura.-------

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---**TWO**: The **BUYER** acknowledges that, upon request of the Seller, they carefully inspected the property subject of this transaction; that they know the physical state of the properties

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and that they buy and accept it ["as are"], therefore, the Seller does not have any obligation of making any improvements as a condition for this transaction. **The Purchaser** understands and acknowledges that **the Seller** has acquired the Properties, directly or indirectly, through foreclosure, payment in kind, assignment of rights or similar transactions, because of which the Seller has never occupied the Properties, and it has no direct knowledge about the past and/or present condition of the same. The Purchaser agrees that this purchase is made without recourse and in the current state and condition of the Properties ("AS ARE, WHERE ARE"), with all its defects, whether hidden or apparent, and with all faults or defects on the Properties, whether known or unknown, existing at present or that may hereafter arise. The Seller and its agents make no representations or warranties of any kind, expressed or implied, oral or written, with respect to the Properties including without limitation: (a) the value, nature, quality or condition of the Properties, including without limitation, water, soil and geology, (b) income to be derived from the Properties, (c) the suitability of the Properties for any and all purposes, activities and uses which the Purchaser may give the Properties, (d) compliance of the Properties or its operation with any laws, rules, ordinances or regulations of any governmental authority or body, (e) the habitability, merchantability, marketability, profitability or suitability of the Properties for a particular purpose; (f) the manner or quality of construction or materials, if any, built on the Properties, (g) the manner, quality, state of repair or lack of repair of the Properties, (h) existence of a view from the Properties or the possibility that any existing view will not be obstructed in the future, (i) any other issue regarding the Properties, (j) the structural integrity of any improvements on the Properties, (k) the conformity of the improvements to any plan or specification for the Properties that may be provided to the Seller, (l) the conformity of the buildings on the Properties with the zoning requirements applicable to the Properties or the building code required, (m) the existence of soil instability, past soil repairs, susceptibility to landslides, sufficiency of under-shoring sufficiency of drainage, or any other matter that affects the stability or integrity of any land or buildings or improvements located thereon, or (n) if the Properties is situated on a plain area or special flood hazard, or in the presence of wetlands or shoreland. The Purchaser acknowledges that the Properties may not be in accordance with the applicable zoning, building, health or other laws or regulations, and neither the Seller nor any private person acting as a representative or agent of the Seller has occupied the Properties and that the Properties may not be in habitable conditions. In addition, the Purchaser acknowledges and agrees without limitation of any kind that the Seller has not made nor will make, and specifically denies any representation regarding the Properties in accordance with federal law, Americans with Disabilities Act, or any environmental protection, pollution or land use laws, rules, regulations, orders or requirements, as defined by law and state and federal regulations, including but not limited to agency regulations to protect the environment or the provision or the existence, on the Properties, of any hazardous substance as defined by the law known as the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and other related regulations. The Purchaser represents and claims to have inspected the Properties itself or through its agents and representatives finding it to the Purchaser's satisfaction, and that it signs this Deed with full knowledge of the conditions

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under which the Properties is found (as is, where is). In view of the foregoing, the Purchaser acknowledges and agrees that the Seller does not extend any warranty for vices and/or hidden defects and waives any action or claim against the Seller for the condition of the Properties and expressly relieves the Seller from any liability it may have regarding the Properties.----------

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---**TRES:** La compraventa objeto de esta escritura se realiza por un precio alzado y no a razón de un tanto por unidad o número. Consecuentemente, ninguna de las partes tendrá derecho u obligación alguna en caso de aumento o disminución de cabida en las propiedades. "**LOS COMPRADORES**" asumen exclusivamente la responsabilidad y los costos envueltos de cualquier gestión que resulte necesaria para corregir la cabida de las propiedades en caso de que una mensura de la misma refleje cualquier disminución o aumento en la cabida que se señala en la descripción que de la propiedad se hace en la presente Escritura.----------

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---**THREE**: The purchase and sale object of this deed is carried out for a lump sum price and not at the rate of a percentage per unit or number. Consequently, neither party will have any right or obligation in the event of an increase or decrease in the capacity of the properties. "**THE BUYERS**" assume exclusively the responsibility and the costs involved in any management that is necessary to correct the capacity of the property in the event that a measurement of the same reflects any decrease or increase in the capacity that is indicated in the description that the property is made in this Deed.----------

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---**CUATRO**: "**LOS COMPRADORES**" afirman en este acto, que no son empleados o directores de Puerto Rico Farm Credit, ACA, ni están relacionados de forma alguna con ningún empleado o director.----------

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---**FOUR**: "**THE BUYERS**" hereby affirm that they are not an employee or director of Puerto Rico Farm Credit, ACA, nor are they related in any way to any employee or director.----------

---

---**CINCO**: Como parte de los acuerdos entre las PARTES, los otorgantes convienen que la VENDEDORA pagará las contribuciones sobre las propiedades tasadas que se adeuden hasta el día de hoy, si alguna. De hoy en adelante las contribuciones sobre las propiedades, incluyendo aquellas tasadas con posterioridad a este acto y que correspondan a periodos anteriores al mismo, serán satisfechas por y/o pagadas por la PARTE COMPRADORA y serán responsabilidad absoluta de la PARTE COMPRADORA. LA PARTE COMPRADORA renuncia a cualquier reclamación contra la VENDEDORA por tal concepto. LA VENDEDORA no será responsable de ninguna cantidad adeudada, pagada o pagadera luego de la fecha de esta escritura, incluyendo pero sin limitarse a contribuciones sobre la propiedad, penalidades y/o intereses adeudados, puestos al cobro o tasados como resultado de contribuciones retroactivas, pospuestas y/o adicionales resultado de cualquier ajuste en el valor de tasación de la propiedad para fines contributivos, cualquier cambio de exoneración contributiva y/o cualquier cambio en el uso, construcción y/o mejoras a las propiedades.----------

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---**FIVE**: As part of the agreements between the BUYER and the SELLER, the parties agree that SELLER is responsible for the property taxes assessed and due as of today, if any. Henceforth,

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the property taxes, including those assessed after the execution of this deed and that correspond to periods prior to the date of this deed with be borne and paid by the BUYER and they will be the BUYER's sole responsibility. The BUYER waives the right to file a claim against the SELLER for such concept. The SELLER shall not be responsible for any amount due, paid and/or to be paid after the day of this deed, including but not limited to any taxes, penalties and/or interest assessed and/or due as a result of retroactive, postponed or additional properties taxes resulting from any adjustment in the appraised value of the Properties, any change in the properties tax exemption and/or any change in the use of, construction on, and/or improvement to the Properties.----------

---

---**SEIS:** Los comparecientes reconocen haber examinado copia de una certificación expedida por el Centro de Recaudación de Ingresos Municipales (CRIM) sobre contribuciones territoriales correspondientes a las Propiedades, de la que se desprende el estado contributivo de las propiedades y sus deudas de contribuciones sobre las propiedades, si alguna. El contenido, alcance y limitaciones de dicha certificación y los riesgos de que se expidan recibos de cobro adicionales con posterioridad a la emisión de la certificación, han sido explicados detalladamente a las partes.----------

---

---**SIX:** The appearing parties acknowledge having examined a copy of a certification issued by Municipal Revenue Collection Center ("Centro de Recaudación de Ingresos Municipales") (CRIM) as to properties taxes corresponding to the Properties which certification shows the current tax status of the Properties and its debts for properties taxes, if any. The content, extent and limitations of said certification and the risks of new assessments being notified after the issuance of the certification, have been explained in detail to the appearing parties.----------

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---**SIETE:** El Notario ha advertido a los comparecientes sobre la responsabilidad e importancia de la radicación electrónica de la Planilla Informativa sobre Segregación, Agrupación o Traslado de Bienes Inmuebles al Departamento de Hacienda a tenor con la enmienda al Artículo Once (11) de la Ley Notarial de Puerto Rico, según dispone la Ley Número Ciento Cuarenta (140) del trece (13) de julio de dos mil once (2011). Además, se les ha advertido a los comparecientes su responsabilidad de proveerle al Notario la información necesaria para la radicación de la referida Planilla Informativa. Los comparecientes aseguran que la información provista al Notario en esta transacción es correcta para la radicación de la referida Planilla Informativa.---

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---**SEVEN:** The Notary has warned the appearing parties of the responsibility and importance filing the electronic Informative Return on Segregation, Grouping or Transfer of Real Estate to the Treasury Department pursuant to the amendment to Section Eleven (11) of the Notarial Law of Puerto Rico, as provided by Act Number One Hundred Forty (140) of July thirteen (13) two thousand and eleven (2011). The Notary has warned the appearing parties of their responsibility to provide the necessary information to the notary for the filing of that Informative Return. The appearing parties ensure that the information provided to the notary in this transaction is correct for the filing of that Informative Return. ----------

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---**OCHO:** Los comparecientes, sus sucesores, causahabientes

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por cualquier título, vienen obligados a otorgar y suscribir toda clase de documentos públicos y/o privados que sean necesarios y requeridos para suplir cualquier omisión o detalle que deba aclararse, corregirse, enmendarse o adicionarse para que los actos que comprenden este instrumento público sean inscritos correctamente en el Registro de la Propiedad, incluyendo cualquier Acta Aclaratoria.----------

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---**EIGHT:** The appearing parties, their successors, inheritors by any title, are obligated to execute and sign all kinds of public and/or private documents that are necessary and required to supply any omission or detail that need to be clarified, corrected, amended or added so that the acts that comprehend this public instrument can be inscribed correctly at the Registry of Property, including any Aclaratory Deed.----------

---

---**NUEVE: LOS COMPRADORES**, sin más requisito que el presente otorgamiento, advienen en la inmediata posesión real y pacífica del inmueble que mediante este acto adquieren a título de dueño. Los compradores declaran y aseguran que han sido asesorados en todos los trámites y negociaciones de este contrato de compraventa.----------

---

---**NINE: THE BUYERS**, without further requirements than the present deed obtains the immediate possession, real and pacific of the property that they acquire in this act as owner in fee simple. The buyers declare and assure that they have been advised in all the procedures and negotiations of this contract of sale.----------

---

----------**ACEPTACIÓN Y ADVERTENCIAS LEGALES**----------

----------**ACCEPTANCE AND LEGAL WARNINGS**----------

---Las partes aceptan esta escritura en todas sus partes por encontrarla la misma redactada de acuerdo con sus instrucciones. ----------

---

---The parties accept this deed in all its parts stating they find the same drafted in accordance with their instructions. ----------

---

---Yo, el Notario, DOY FE de haber hecho a los comparecientes las advertencias legales necesarias y pertinentes a este acto, en particular hago constar que hice las siguientes:----------

---

---I, the Notary, GIVE FAITH of having given the appearing parties all necessary and pertinent legal warnings relating to this act, specially I gave them the following: ----------

---

---[A] He advertido a los comparecientes, sobre todo a LA PARTE COMPRADORA, de su derecho a examinar el Registro de la Propiedad, y el de obtener un estudio de título con relación a las cargas y gravámenes u otros derechos inmobiliarios sobre las propiedades objeto de esta compraventa; que en este caso ni el Notario autorizante ni los comparecientes han examinado personalmente el Registro, que no obstante, se obtuvo un estudio de título, preparado por un investigador de títulos y que el hecho de haber obtenido dicho estudio no constituye garantía de inexistencia de gravámenes, ya que éstos podrían haberse constituido con posterioridad al examen registral o a la fecha en que se hubiera realizado este estudio de título.----------

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---[A] I advised the appearing parties, especially the BUYER, of

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their right to examine the Registry of Property, and of the importance of obtaining a title study in relation to any liens, encumbrances of other real property rights affecting the Property object of this sale; that in this particular case, the Authorizing Notary, nor the appearing parties have personally examined the Registry of Property; that notwithstanding that, a title search report was prepared by a title investigator and that the fact that said study was obtained does not constitute guaranty of the lack of existence of liens or encumbrances, since these may have constituted after the Registry examination or the date of this title study was performed.----------

---El referido estudio de título fue utilizado para preparar esta escritura, y el Notario suscribiente no asume responsabilidad por la corrección, exactitud y o integridad de dicho estudio.-----

---Said title search report was used to prepare this deed, and this Notary, assume no responsibility as to the accuracy, correctness and or completeness of said title search report.------

---Las partes aceptan el estudio de título preparado para esta transacción.----------

---The appearing parties accept the title search report prepared for this transaction.----------

---Los comparecientes relevan al Notario suscribiente de toda responsabilidad por errores y/o omisiones en los referidos estudios de título; y / o por cambios en las propiedades o sus cargas o gravámenes que puedan ocurrir entre la fecha del estudio de título y la fecha en que esta escritura sea presentada al Registro para inscripción.----------

---The appearing parties relieve the Notary executing this Deed from any responsibility due to errors and or omissions in said titles search reports and or any changes in the title of the properties or in its liens and encumbrances that might occur between the date of the title search report and the date this deed is presented in the Registry for inscription. ----------

--- [B] Les he advertido lo siguiente: ----------

--- [B] I have advised them about the following: ----------

---La importancia de presentar esta escritura pública en el Registro de la Propiedad, haciendo constar, además el costo de la inscripción, así como el deber de tramitar el correspondiente traspaso ante el Departamento de Hacienda y el Centro de Recaudación de Ingresos Municipales [CRIM]. ----------

---The importance of recording this public deed at the Registry of Property, having indicated to them of the cost of such recording, as well as the duty of procure the correspondent transfers before the Department of the Treasury and el "Centro de Recaudación de Ingresos Municipales [CRIM]".----------

---Las responsabilidades y consecuencias que podrían resultar de no presentar esta escritura pública. ----------

---The responsibilities and consequences that could result of not recording this public deed. ----------

---Los deberes y consecuencias fiscales de este acto. ----------

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---The fiscal duties and consequences of this act. ----------

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---Del derecho que tienen los comparecientes a requerir la presencia de testigos.----------

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---Of the right of the appearing parties have of requiring the presence of witnesses.----------

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---De encontrarse estas propiedades en una zona inundable, LA PARTE COMPRADORA queda obligada a cumplir con los requerimientos y disposiciones del Reglamento sobre Zonas Susceptibles de Inundación para cualquier construcción, uso o desarrollo. ----------

---

---If the real properties is within a floodable zone, the BUYER will have to comply with the requirements and dispositions of the Regulation on Floodable zones for any construction, use or development----------

---

---Del derecho a leer la presente escritura por sí mismos, lo que hicieron.----------

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---To their right to read the Deed by themselves, which they did.

---Las partes declaran haber entendido todas las advertencias legales y sus posibles consecuencias legales de todo lo explicado a ellos. ----------

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---The parties represent that they have understood all legal warnings and the possible legal consequences of everything explained to them. ----------

---

---Las partes acuerdan que si cualquier cláusula o disposición de esta escritura hecha en el idioma inglés contradijera su contraparte en el idioma español, prevalecerá la interpretación en español. ----------

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---The parties also have agreed that if any clause or disposition in this deed described in the English language contradicts its counterpart in the Spanish language, the Spanish interpretation will prevail. ----------

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---Las partes, luego de haber leído el contenido de esta escritura, se ratifican en ella y confirman las expresiones contenidas aquí, y en consecuencia, cada uno de los comparecientes colocan sus iniciales todos y cada uno de los folios y firman el original al final de esta escritura, ante mí, el Notario. De todo lo cual, bajo mi firma, sello, signo y rúbrica, y conforme a Derecho, yo, el Notario, **DOY FE**. ---------- -

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---After having read the contents of this Deed, the appearing parties fully ratified and confirmed the statements contained herein, and thereupon each of the appearing parties affixes his initials on each and every page and signs the original at the end of this deed, before me, the Notary. To all of which, under my signature, seal, mark and flourish and according to law, I, the undersigned Notary, **GIVE FAITH.**----------

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CERTIFICATE OF RESOLUTION
OF
CABO ROJO LAND ACQUISITION LLC

The undersigned, as Manager of **CABO ROJO LAND ACQUISITION LLC**, a limited liability company organized under the laws of Puerto Rico (the "Company"), CERTIFIES that the following resolutions have been duly adopted by the Company and remain in full force and effect:

"**WHEREAS**, the Company wishes to acquire various parcels of land identified in the Registry of Property of Puerto Rico as follows (collectively, the "Properties"):

1. Property recorded at page 96 of volume 805 of Cabo Rojo, property number 18,806, Registry of the Property of San Germán.

2. Property recorded at page 142 of volume 864 of Cabo Rojo, property number 18,762, Registry of the Property of Cabo Rojo.

3. Property recorded at page 13 of volume 508 of Cabo Rojo, property number18,694, Registry of the Property of San Germán.

4. Property recorded at page 25 of volume 508 of Cabo Rojo, property number 18,696, Registry of the Property of San Germán.

5. Property recorded at page 148 of volume 864 of Cabo Rojo, property number 18,779, Registry of the Property of San Germán.

6. Property recorded at page 34 of volume 864 of Cabo Rojo, property number 18,707, Registry of the Property of San Germán.

7. Property recorded at page 37 of volume 864 of Cabo Rojo, property number18,708, Registry of the Property of San Germán.

8. Property recorded at page 41 of volume 864 of Cabo Rojo, property number18,709, Registry of the Property of San Germán.

9. Property recorded at page 44 of volume 864 of Cabo Rojo, property number 18,710, Registry of the Property of San Germán.

10. Property recorded at page 187 of volume 864 of Cabo Rojo, property number 18,813, Registry of the Property of San Germán.

11. Property recorded at page 139 of volume 508 of Cabo Rojo, property number 18,715, Registry of the Property of San Germán.

12. Property recorded at page 62 of volume 864 of Cabo Rojo, property number 18,716, Registry of the Property of San Germán.
13. Property recorded at page 175 of volume 508 of Cabo Rojo, property number18,721, Registry of the Property of San Germán.

14. Property recorded at page163 of volume 508 of Cabo Rojo, property number18,719, Registry of the Property of San Germán.

15. Property recorded at page 115 of volume 508 of Cabo Rojo, property number 18,711, Registry of the Property of San Germán.

16. Property recorded at page 247 of volume 509 of Cabo Rojo, property number 18,783, Registry of the Property of San Germán.

17. Property recorded at page 289 of volume 509 of Cabo Rojo, property number 18,790, Registry of the Property of San Germán.

18. Property recorded at page 127 of volume 508 of Cabo Rojo, property number 18,713, Registry of the Property of San Germán.

19. Property recorded at page 229 of volume 509 of Cabo Rojo, property number 18,780, Registry of the Property of San Germán.

NOW THEREFORE, BE IT RESOLVED, that the Company is hereby authorized to acquire the Properties; and

FURTHER RESOLVED, that in consideration of the foregoing, the Company be empowered and authorized, as it is hereby empowered and authorized, to execute option agreements, deeds of purchase options, deeds of purchase and sale and all other documents as may be required, notarial or otherwise, to achieve the purposes of the above Resolutions in such form and with such changes as the officer executing them may approve, such approval to be conclusively evidenced by its execution and delivery thereof, and any and all other documents, agreements, certificates, or instruments, notarial or otherwise, that may be necessary or required to take any and all other actions relating to or in connection thereto as may be necessary to effectuate the purposes of these Resolutions; and

FURTHER RESOLVED, that Ms. Gladys Omayra Fontanez Reyes, of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, in her capacity as authorized representative of the Company, is hereby authorized to execute and deliver the above mentioned documents, including, but not limited to, option agreements, deeds of option, deeds of purchase and sale, and any and all other documents that may be required or necessary to achieve the purposes of the above Resolutions in such form and with such changes as the officer executing them may approve, such approval to be conclusively evidenced by her execution and delivery thereof, and any and all other documents, agreements, certificates, or instruments, notarial or otherwise, that may be necessary or required to take any and all other actions relating to or in connection thereto as may be necessary to effectuate the purposes of these Resolutions."

IN WITNESS WHEREOF, I hereby sign this certificate of resolution of the Company in New York, New York, this 26th day of October, 2022.

CABO ROJO LAND ACQUISITION LLC

By: _____
Name: Eileen Sawyer
Title: Manager

STATE OF New York,
COUNTY OF New York,

The foregoing instrument was acknowledged before me this 26th day of October, 2022 by Eileen Sawyer, who is personally known to me.

_____
Signature of person taking acknowledgment

Eric Orenstein
Name typed, printed, or stamped

Notary Public, State of New York
No. 02OR6141733
Qualified in Nassau County
Commission Expires February 27, 2025

_____
Title or rank

_____
Serial number (if applicable)

My commission Expires: _____

---I HEREBY CERTIFY, that the first certified copy of the present deed was issued in favor of Buyer, at the same date and place of the execution thereof. I ATTEST. ----------

NOTARY

----------**DEED NUMBER FORTY-FOUR (44)** ----------

----------**PURCHASE AND SALE** ----------

---In San Juan, Puerto Rico, on December twenty-nine (29), two thousand twenty-three (2023). ----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with residence and offices in San Juan, Puerto Rico.----------

----------**APPEAR**----------

---AS THE PARTY OF THE FIRST PART: **RAFAEL BENET MELÉNDEZ**, of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico (hereinafter, "Benet" or "Seller") ----------

---AS THE PARTY OF THE SECOND PART: **CECILIA OROZCO DUQUE** (hereinafter, "Orozco"), of legal age, single, property owner and resident of Carolina, Puerto Rico.----------

---Benet and Orozco have informed Buyer that Orozco has a partial interest in the proceeds of the sale of the Property (as described and defined below). Orozco appears herein to evidence her consent to the sale of the Property by Benet pursuant to this instrument, and to acknowledge receipt of her agreed portion of the sale proceeds.----------

---AS THE PARTY OF THE THIRD PART: **CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "Buyer"), a limited liability company organized, existing and in good standing under the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, GLADYS OMAYRA FONTÁNEZ REYES, who is of legal age, single, attorney at law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this Deed arises from a Certificate of Resolution of Buyer signed by Eileen Sawyer, as Manager of Buyer, on December fifteen (15), two thousand twenty-three (2023), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and

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validity of the commission of notary public Eric Orenstein through the search engines of the Department of State and the Office of Information Technology Services of the State of New York. I further certify that I have examined the aforesaid Certificate of Resolution of Buyer and that it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law, to authorize Ms. Fontánez Reyes to appear herein on behalf of Buyer. ----------

---I hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective age, civil status, occupation and residence. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily,----------

----------**STATE AND AGREE**----------

---**FIRST:** Seller is the sole owner in fee simple title ("*pleno dominio*") and has the possession of the parcel of land described in the Spanish language as follows (hereinafter, the "Property"):----------

---"**RÚSTICA**: Porción de terreno radicado en el Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, de una cabida de cuatro mil cuatrocientos cuarenta punto dos mil doscientos treinta y un (4,440.2231) metros cuadrados, equivalentes a uno punto mil doscientos noventa y siete (1.1297) cuerdas. En linderos: **NORTE**, con Harding Hulser Thayer; **SUR**, con solar número tres (3) y franja de uso público; **ESTE**, con Vanessa Sánchez Carlo; y **OESTE**, con Harding Hulse Thayer." ----------

---The Property is identified at the San Germán Section of the Registry of Property of Puerto Rico (the "Registry") as property number 37,189. It was segregated from property number 7,351 (the "Master Property"), recorded at Page 28 of Volume 246 of Cabo Rojo, pursuant to Deed Number Two (2), of Segregation, Distribution and Adjudication, executed on January Twenty-Six (26), Two Thousand Nineteen (2019) (hereinafter, the "Deed of Segregation"). The Deed of Segregation is filed and pending recordation at *Karibe* entry 2019-096958-SG01. -------

---The tax identification number ("*número de catastro*") assigned to the Master Property by the Municipal Revenues Collection Center ("CRIM") is 403-000-002-50-000.----------

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---The Property was adjudicated and assigned to Seller pursuant to the Deed of Segregation. ----------

----------**LIENS AND ENCUMBRANCES** ----------

---By its origin, the Property is free of liens and encumbrances. ----------

---By itself, the Property is subject to:----------

----(A) Perpetual Easement for the benefit of the Puerto Rico Electric Power Authority over a piece of land within the Master Property, with a surface area of three hundred point three thousand six hundred seven (380.3607) square meters, arising from eminent domain proceedings, pursuant to a Resolution issued by the Puerto Rico Court of First Instance, San Juan Part, in Civil Case Number KEF2006-722 (1002), recorded at the overleaf of page 76 of volume 945 of Cabo Rojo, Property Number 7,351, seventh (7th) inscription (hereinafter, the "Permitted Encumbrance"). ----------

---**SECOND:** On October nineteen (19), two thousand twenty-three (2023), Seller granted to Buyer an option to purchase the Property, pursuant to an *Option to Purchase Letter* (hereinafter, the "Purchase Agreement") executed on such date. ----------

----------**PURCHASE AND SALE**----------

---**THIRD:** In accordance with the Purchase Agreement, Seller hereby sells, conveys and transfers fee simple title ("*pleno dominio*") to the Property and the possession thereof to Buyer, and Buyer hereby purchases from Seller fee simple title ("*pleno dominio*") to the Property and the possession thereof, in accordance with the following ----------

----------**TERMS AND CONDITIONS**----------

-----One: The purchase price of the Property is the lump sum of **TWO HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($275,000)** (hereinafter the "Purchase Price"), which amount has been paid by Buyer to Seller concurrently with the execution hereof, and Seller hereby acknowledges receipt thereof. ----------

-----Two: Buyer shall be entitled to the immediate constructive

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possession of the Property, without any additional formality, document or request. The physical possession of the Property shall be delivered by Seller to Buyer within thirty (30) days from the date of execution hereof; that is, no later than January twenty-eight (28), two thousand twenty-four (2024). ----------

-----Three: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of Seller and, thereafter, for the account of Buyer.----------

-----Four: Seller hereby delivers to Buyer fee simple title to the Property, vacant, and free and clear of all liens, encumbrances or defects, except for the Permitted Encumbrance. ----------

-----Five: Buyer specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) Seller hereby sells and Buyer hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from Seller or any of Seller's agents, employees, members, representatives, attorneys or brokers (each such party, a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by Seller to Buyer (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof, its facilities, soils, geology, and groundwater; (b) the dimensions, area, and size of the Property; (c) the development or income potential, or rights of or relating to the Property or the adequacy of the Property for any particular purpose, (d) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, the compliance of the Property or its operation with any

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applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of Buyer or any other person to obtain any necessary governmental approvals, licenses, or permits for Buyer's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters regarding the operation of the Property. Buyer further acknowledges and agrees that Seller is under no duty to make any inquiry regarding any matter that may or may not be known to Seller or any Seller Affiliate. Upon execution of this public deed, Buyer shall assume the risk of adverse matters relating to adverse investigations, and Buyer, upon execution of this public deed, shall be deemed to have waived, relinquished and released Seller and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which Buyer might have asserted or alleged or may assert or allege in the future against Seller or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution of this deed. ----------

-----Six: Seller represents and warrants to Buyer that, to the best of Seller's knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that, to the best of Seller's knowledge, the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----Seven: The notarial fees, stamps on the original, stamps on the first certified copy, filing and recording rights of this Deed at the Registry will be paid by Buyer.----------

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-----Ten: This Deed will be interpreted and governed in accordance with the laws of the Commonwealth of Puerto Rico. The appearing parties submit themselves to the exclusive jurisdiction of the Court of First Instance of the Commonwealth of Puerto Rico in the event of any litigation arising out of this Deed.----------

-----Eleven: All notices to the parties pursuant to this Deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

----TO SELLER:----------
------Rafael Benet Meléndez ----------
------RR6 Buzón 10698 ----------
------San Juan, PR 00926 ----------
------Electronic Mail: licbenet@hotmail.com ----------

----TO BUYER:----------
------Cabo Rojo Land Acquisition LLC ----------
------733 Third Avenue ----------
------New York, NY 10017----------
------Attention: Eileen Sawyer ----------
------Electronic Mail: roberto.ruiz@ccgc.com.do----------

-----Eleven: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

-----Twelve: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the remaining provisions of this Deed will continue in full force and effect.----------

-----Thirteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver such documents or instruments, public or private, which may be necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any correction deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of Buyer, except that each party shall bear the fees of their respective counsel.----------

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---**FOURTH:** The Notary advises Buyer as to the importance of filing the corresponding property change of ownership application before the CRIM, and to obtain, prior to the execution of this deed, a certification indicating whether any sums related to property taxes are owed by Seller. Pursuant to applicable law, Buyer is responsible for filing at the CRIM the corresponding application for property tax exemption and /or change of ownership, within thirty (30) days from the date of execution hereof. Buyer hereby declares that it is fully aware of the aforementioned obligations and releases the undersigned Notary from this responsibility.

----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ---

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) that this Deed was drafted relying on a title abstract prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions in the preparation of the same. Said title abstract was prepared by Capital Title Services Inc. on December twenty (20), two thousand twenty-three (2023); ----------

-----(c) that after the date of such title abstract and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry as of the date of the title abstract.----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the

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possibility of liens recorded after the date of the certification; ----------

-----(e) of the right of the Buyer to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.;----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property;----------

-----(h) of the importance of recording a copy of this deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this deed is not recorded at the Registry;----------

-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property;----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations;----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its contents.----------

-----(l) of the need and consequences to the Seller of filing the *Planilla Informativa Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles* with the Puerto Rico Treasury Department; and----------

-----(m) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et*

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seq., is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Seller, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the Seller and their agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed.----------

----------**READING, ACCEPTANCE AND EXECUTION** ----------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratify the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their initials on each page thereof.----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

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CONTRATO DE PROMESA RECIPROCA DE COMPRAVENTA

En los lugares y fechas que aparecen bajo las respectivas firmas de cada uno de los comparecientes, para ser efectivo el treinta (30) de noviembre de dos mil veintitrés (2023) (en adelante la "Fecha de Efectividad"),

COMPARECEN:

DE LA PRIMERA PARTE: Las siguientes personas quienes serán llamadas en conjunto **"TORRES"** en adelante en el presente contrato: (i) **CARMEN IVONNE BARRIOS COLLAZO**, también conocida como **IVONNE BARRIOS COLLAZO** (en adelante "**CARMEN**"), mayor de edad, soltera, propietaria y vecina de Aibonito, Puerto Rico, quien comparece en su carácter personal y como miembra de la sucesión (en adelante la "SUCESION") de su difunto esposo, LUIS ALBERTO TORRES SANTIAGO, también conocido como LUIS A. TORRES SANTIAGO (en adelante "LATS"); (ii) **LUIS ALBERTO TORRES ORTIZ**, también conocido como **LUIS A. TORRES ORTIZ** (en adelante "LATO"), quien es mayor de edad, soltero, propietario, vecino de Aibonito, Puerto Rico, e hijo de LATS; (iii) **GERALDO LUIS TORRES ORTIZ**, también conocido como **GERALDO L. TORRES ORTIZ**(en adelante "GERALDO"), quien es mayor de edad, soltero, propietario, vecino de Aibonito, Puerto Rico, e hijo de LATS; (iv) **SAMUEL TORRES ORTIZ**(en adelante "SAMUEL"), quien es mayor de edad, casado, comerciante, vecino de Aibonito, Puerto Rico e hijo de LATS; (v) **WALESKA TORRES BARRIOS** (en adelante "WALESKA"), quien es mayor de edad, soltera, propietaria, vecina de Haines City, Florida, Estados Unidos de América e hija de LATS y (vi) **EDGARDO TORRES BARRIOS**(en adelante "EDGARDO"), quien es mayor de edad, soltero, comerciante, residente de Aibonito, Puerto Rico, e hijo de LATS. LATO, GERALDO, SAMUEL, WALESKA Y EDGARDO comparecen como miembros de la SUCESION; y

DE LA SEGUNDA PARTE: CABO ROJO LAND ACQUISITION LLC, (en adelante **"CRLA"**), una sociedad de responsabilidad limitada organizada y existente al amparo de las leyes del Estado Libre Asociado de Puerto Rico, con el número de seguro social patronal 66-0920011, representada en este contrato por su Representante Autorizada, GLADYS OMAYRA FONTANEZ REYES, mayor de edad, soltera, abogada y vecina de San Juan, Puerto Rico, quien está debidamente autorizada para representar a la CRLA en el presente contrato, según surge de "Certificate of Resolution of CABO ROJO LAND ACQUISITION LLC", firmada en Nueva York, Estados Unidos de América, por Eileen Sawyer, en su capacidad de gerente de CABO ROJO LAND ACQUISITION LLC, el diecisiete (17) de mayo de dos mil veintitrés (2023), ante el notario público de Nueva York Eric Orenstein; y

EXPONEN Y CONVIENEN:

PRIMERO: TORRES es el único dueño en pleno y absoluto dominio y tiene la posesión de la parcela de terreno descrita a continuación según la Sección de San

German del Registro de la Propiedad de Puerto Rico (en adelante el "Registro") y la cual será llamada la "PROPIEDAD" en adelante en el presente contrato:

> "**RUSTICA:** Parcela número ciento seis (106), radicada en el Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de diecinueve mil seiscientos cincuenta y cuatro punto cincuenta y seis (19,654.56) metros cuadrados. En lindes, por el NORTE, con la Bahía de Boquerón en una alineación de cuarenta y cuatro punto ochenta y ocho (44.88) metros y otra alineación de diecinueve punto catorce (19.14) metros cuadrados; por el SUR, con un camino de servidumbre de quince (15) metros de ancho de los cuales siete punto cincuenta (7.50) metros pertenecen a esta finca, esta colindancia mide sesenta y dos punto sesenta y seis (62.66) metros; por el ESTE, con la parcela número ciento cinco (105), en una distancia de trescientos siete punto noventa (307.90) metros; y por el OESTE, con la parcela número ciento siete (107), en una distancia de trescientos uno punto cero cuatro (301.04) metros. La colindancia Sur de la finca se halla afecta a una servidumbre de paso para uso vehicular y peatonal, de quince (15) metros de ancho de los cuales siete punto cincuenta (7.50) metros pertenecen a esta finca, afectando esta servidumbre todo lo largo de la colindancia Sur y resultando en un área afecta por dicha servidumbre de cuatrocientos setenta punto cero tres (470.03) metros cuadrados, los cuales forman parte del área total de la finca".

La referida descripción de la PROPIEDAD es después de haber sido medida por el ingeniero Frank Lozada Díaz, según escritura numero ciento cincuenta y tres (153), otorgada en Boquerón, Puerto Rico, el día diez (10) de julio de de dos mil tres (2003), ante el notario público Rafael Doitteau Cruz, inscrita al folio ciento veintisiete (127) del tomo ochocientos cuarenta y tres (843) de Cabo Rojo del Registro, finca número dieciocho mil ochocientos cuarenta (18,840), inscripción cuarta (4ta)

La PROPIEDAD se identifica en el Registro como finca número dieciocho mil ochocientos cuarenta (18,840), inscrita al folio doscientos ochenta y nueve (289) del tomo quinientos diez (510) de Cabo Rojo del Registro.

La PROPIEDAD fue originalmente adquirida por LATS, CARMEN y la sociedad legal de bienes gananciales compuesta por ambos según las leyes de Puerto Rico, mediante escritura número treinta y siete (37), otorgada en Cabo Rojo, Puerto Rico, el diez (10) de julio de dos mil tres (2003), ante el notario publico Miguel Carlo Montalvo, inscrita al folio ciento veintisiete (127) del tomo ochocientos cuarenta y tres (843) de Cabo Rojo del Registro, finca número dieciocho mil ochocientos cuarenta (18,840), inscripción quinta (5ta).

SEGUNDO: TORRES adquirió la PROPIEDAD como sigue:

2.1. Según se ha descrito anteriormente, CARMEN adquirió un cincuenta por ciento (50%) de la PROPIEDAD cuando estaba casada con LATS, según la escritura número treinta y siete (37), otorgada en Cabo Rojo, Puerto Rico, el diez (10) de junio de dos mil tres (2003), ante el notario público Miguel Carlo Montalvo, inscrita al folio ciento veintisiete (127) del tomo ochocientos cuarenta y tres (843) de Cabo Rojo del Registro, finca dieciocho mil ochocientos cuarenta (18,840), inscripción quinta (5ta);

2.2. Los miembros de la SUCESION, es decir, CARMEN, LATO, GERALDO, SAMUEL, WALESKA Y EDGARDO, adquirieron el cincuenta por ciento (50%) restante de la PROPIEDAD al fallecimiento de LATS, pero la PROPIEDAD aún aparece a nombre de LATS y CARMEN en el Registro.

TERCERO: El número de catastro asignada a la PROPIEDAD en el Centro de Recaudación de Ingresos Municipales ("CRIM") es el trescientos setenta y nueve guion cero ochenta y nueve guion trescientos veintisiete guion setenta y seis guion cero cero cero (379-089-327-000):

CUARTO: Por su procedencia, la PROPIEDAD está libre de cargas y gravámenes. Por sí, la PROPIEDAD está sujeta a las siguientes cargas y gravámenes:

4.1. Condiciones restrictivas de servidumbre en equidad, constituidas según escritura número ciento treinta y tres (133), otorgada en Mayagüez, Puerto Rico, el veinte (20) de noviembre de dos mil dos (2002), ante el notario público Luis Roberto Santos, inscrita al folio ciento veintisiete (127) del tomo ochocientos cuarenta y tres (843) del Registro, finca número dieciocho mil ochocientos cuarenta (18,840), inscripción tercera (3ra).

QUINTO: TORRES aquí se compromete a vender, ceder y traspasar título en pleno y absoluto dominio sobre la PROPIEDAD y la posesión de la PROPIEDAD a CRLA, y CRLA aquí se compromete y obliga a comprarle a TORRES título en pleno y absoluto dominio sobre la PROPIEDAD, y la posesión de la misma, según los siguientes:

TÉRMINOS Y CONDICIONES:

5.1. El precio de compraventa de la PROPIEDAD será la suma alzada de UN MILLON TRESCIENTOS MIL DOLARES ($1,300,000) (en adelante el "Precio de Compraventa"). El Precio de Compraventa no estará sujeto o condicionado a una tasación y TORRES no estará obligado a ajustar o reducir el Precio de Compraventa como resultado de tasación(es) obtenida(s) por CRLA o por cualquier otra persona o entidad.

5.2. El Precio de Compraventa será pagado por CRLA a TORRES de la siguiente forma:

(i) Dentro de los diez (10) días laborables siguientes a la Fecha de Efectividad del presente contrato, la suma de SESENTA Y CINCO MIL DOLARES ($65,000) será depositada mediante cheque de gerente a la orden del Secretario del Tribunal, en la secretaría de la Sala Superior de Aibonito del Tribunal de Primera Instancia del Estado Libre Asociado de Puerto Rico (en adelante el "Tribunal"), para ser custodiada y posteriormente distribuida según determine el Tribunal en el Caso Civil Número AI2020CV00215 sobre Declaratoria de Herederos de LATS, como depósito del precio pactado de CRLA a TORRES. Si la Escritura de Compraventa no puede otorgarse por razones atribuibles a TORRES, dicha suma será devuelta por el Tribunal a CRLA, sin intereses. Si la Escritura de Compraventa no puede otorgarse por causas atribuibles a CRLA, dicha suma será retenida por el Tribunal y entregada a TORRES como daños líquidos.

(ii) La suma restante de UN MILLON DOSCIENTOS TREINTA Y CINCO MIL DOLARES ($1,235,000) será pagada por CRLA a TORRES simultáneamente con el otorgamiento de la Escritura de Compraventa.

5.3. Antes del otorgamiento de la Escritura Compraventa, los miembros de la SUCESIÓN tendrán que someter evidencia a CRLA de que han obtenido el relevo del Departamento de Hacienda a tenor con la Planilla de Caudal relicto. Cuando el Departamento de Hacienda de Puerto Rico emita el correspondiente relevo del caudal relicto de la SUCESIÓN, los miembros de la SUCESIÓN aquí comparecientes someterán al Registro una instancia (en adelante la "Instancia") requiriendo la inscripción a su favor del cincuenta por ciento (50%) del titulo en pleno dominio de la PROPIEDAD. La Escritura de Compraventa se otorgará dentro de los treinta (30) días calendario siguiente al recibo por CRLA de evidencia de la radicación en el Registro de la Instancia, con todos sus sellos, comprobantes y derechos de inscripción, si alguno, debidamente pagados por TORRES.

5.4. La Escritura de Compraventa conferirá a la CRLA la inmediata posesión de la PROPIEDAD sin necesidad de formalismo, documento o solicitud alguna.

5.5. Todas las contribuciones sobre la propiedad inmueble correspondientes a la PROPIEDAD, así como la contribución especial correspondiente a la PROPIEDAD, hasta la fecha del otorgamiento de la Escritura de Compraventa, serán por cuenta y cargo de TORRES. De entonces en adelante serán por cuenta de CRLA.

5.6. Simultáneamente con el otorgamiento de la Escritura de Compraventa, TORRES traspasará a la COMPRADORA título en pleno y absoluto dominio sobre la PROPIEDAD, vacante y libre de cargas y gravámenes, como está, donde está, sujeta solamente a las condiciones restrictivas y servidumbres mencionadas en el párrafo CUARTO de este contrato.

5.7. CRLA específicamente reconoce y acepta que, excepto según se dispone expresamente en el presente contrato, (i) TORRES, mediante la Escritura de Compraventa, venderán y CRLA comprará la PROPIEDAD "donde está, como está" con todas sus faltas y defectos; (ii) CRLA no está descansando en representación o garantía de clase alguna, oral o escrita, expresa o implícita, estatutaria o de cualquier otra naturaleza, de parte de TORRES o de algún agente, empleado, miembro, representante, abogado o corredor (cada uno de ellos un "AFILIADO DE TORRES") acerca de cualquier asunto concerniente a la PROPIEDAD, o que aparezca o este contenido o mencionado en cualquier material, documento, estudio, reporte, información o datos relacionados a la PROPIEDAD provisto(s) por TORRES a CRLA (incluyendo sin limitación, su corrección e integridad) e incluyendo, sin limitación: (a) la calidad, naturaleza, habitabilidad, mercabilidad, uso, operación, valor, adecuacidad o condición física de la PROPIEDAD o cualquier aspecto o porción de la misma (incluyendo, sin limitación, elementos estructurales, cimientos, techos, accesorios, accesos, jardinería, facilidades de estacionamiento, electricidad, plomería, HVAC, e instalaciones mecánicas, alcantarillado, servicios ["utilities"], facilidades, enseres, suelos, geología y nivel freático); (b) las dimensiones, áreas y tamaño de la PROPIEDAD y los pies cuadrados de los edificios o mejoras en la misma, si alguno, o de cualquier espacio arrendado en la misma; (c) el potencial de desarrollo o ingresos de la PROPIEDAD, o derechos relacionados a la PROPIEDAD o al uso, habitabilidad, mercabilidad, aptitud física, valor, o adecuacidad de la PROPIEDAD para cualquier propósito; (d) la zonificación u otro estado o condición legal de la PROPIEDAD o cualquier otra restricción pública o privada en el uso de la PROPIEDAD, el cumplimiento de la PROPIEDAD con cualquier aplicable código, ley, regulación, estatuto, ordenanza, convenio, condición y restricción de cualquier autoridad gubernamental o de otra persona o entidad (incluyendo, sin limitación, el "American with Disabilities Act"); (e) la capacidad de CRLA o de cualquier otra persona de obtener cualquier necesaria aprobación gubernamental, licencia o permiso para el uso propuesto para la PROPIEDAD por CRLA o aquellas otras personas que contemplan usar o desarrollar la PROPIEDAD (f) la calidad de cualquier labor, trabajo o material usado en la construcción de cualquier mejora; (g) las condiciones económicas o los ingresos y gastos, proyecciones de ingresos o gastos y otros asuntos financieros acerca de la operación de la PROPIEDAD. CRLA expresamente reconoce y acuerda que CRLA no está descansando en representación o garantía alguna por parte de TORRES o de AFILIADOS DE TORRES, ya sea implícita, presumida o expresamente provista por ley o de otra forma, que surja en virtud de cualquier estatuto, derecho común o cualquier otro vinculante derecho o remedio a favor de CRLA. CRLA también reconoce y acuerda que TORRES no tiene obligación alguna de hacer investigaciones acerca de cualquier asunto conocido o desconocido por TORRES o cualquier AFILIADO DE TORRES. Al otorgarse la Escritura de Compraventa, CRLA asumirá el riesgo de asuntos adversos relacionados con investigaciones adversas y CRLA, al otorgarse la Escritura de Compraventa, se entenderá que ha reconocido y relevado a TORRES y a los AFILIADOS DE TORRES de y contra cualquier reclamación, de cualquiera y toda

naturaleza y carácter (incluyendo honorario de abogados), conocida o desconocida, que CRLA pudiera haber presentado o alegado o pudiere presentar o alegar en el futuro contra TORRES o cualquier AFILIADO DE TORRES en cualquier momento por causa de, o que surgiere de, cualquier defecto aparente o latente, condición física, violación a cualquier ley aplicable y cualquier otro acto, omisión, evento, circunstancia o asunto relacionado a la PROPIEDAD.

5.8. Los honorarios notariales de la Escritura de Compraventa, sellos en el original, sellos en la primera copia certificada y derechos de inscripción de la Escritura de Compraventa en el Registro serán pagados por CRLA.

SEXTO: El presente contrato será interpretado según la ley de Puerto Rico y gobernado por las mismas. Las partes comparecientes se someten a la jurisdicción exclusiva del Tribunal General de Justicia del Estado Libre Asociado de Puerto Rico, en caso de cualquier litigio que surja relacionado con el presente contrato.

SÉPTIMO: Todas las notificaciones a las partes en virtud del presente contrato deberán ser por correo certificado, con acuse de recibo, con copias por correo electrónico, a las siguientes direcciones de las partes:

A TORRES:

CARMEN IVONNE BARRIOS COLLAZO
PO Box 173
Mercedita, PR 00715-0173
bufetelegaloctaviocapo@hotmail.com
Atención: Lcdo. Octavio Capó Pérez

LUIS A. TORRES ORTIZ
Urbanización Miradores de Cayey
12 Calle Paisajes
Cayey, PR 00736-8601
n.berrioslaw@gmail.com
Atención: Lcda. Nitzali Berríos

GERALDO L. TORRES ORTIZ
Urbanización Miradores de Cayey
12 Calle Paisajes
Cayey, PR 00736-8601
n.berrioslaw@gmail.com
Atención: Lcda. Nitzali Berríos

SAMUEL TORRES ORTIZ

Urbanización Miradores de Cayey
12 Calle Paisajes
Cayey, PR 00736-8601
n.berrioslaw@gmail.com
Atención: Lcda. Nitzali Berríos

WALESKA TORRES BARRIOS
PO Box 173
Mercedita, PR 00715-0173
bufetelegaloctaviocapo@hotmail.com
Atención: Lcdo. Octavio Capó Pérez

EDGARDO TORRES BARRIOS
PO Box 173
Mercedita, PR 00715-0173
bufetelegaloctaviocapo@hotmail.com
Atención: Lcdo. Octavio Capó Pérez

A CRLA:

CABO ROJO LAND ACQUISITION LLC
733 Third Avenue
New York, NY 10017
Atención: Eileen Sawyer
Correo electrónico: roberto.ruiz@ccgc.com.do

OCTAVO: TORRES desconoce si terceras personas han depositado basura o material tóxico en la PROPIEDAD. No obstante, TORRES representa y garantiza a CRLA que, según el mejor conocimiento de TORRES, en la PROPIEDAD no hay sustancias tóxicas, peligrosas, contaminadas o contaminantes y la PROPIEDAD nunca ha sido usada como depósito de basura, desperdicios, o sustancias tóxicas contaminadas o contaminantes. EXEPTO POR LA REPRESENTACIONES INCLUIDAS EN EL PRESENTE CONTRATO, CRLA RECONOCE QUE NO ESTA DESCANSANDO EN REPRESENTACION O GARANTIA ALGUNA DE TORRES O DE ALGUN AGENTE, OFICIAL, EMPLEADO O REPRESENTANTE DE TORRES ACERCA DE LA PROPIEDAD. CRLA, MEDIANTE EL PRESENTE CONTRATO ACUERDA QUE, HASTA EL MAXIMO PERMITIDO POR LEYES APLICABLES, LA COMPRAVENTA OBJETO DEL PRESENTE CONTRATO SE HARA SIN REPRESENTACION, CONVENIO O GARANTIA DE CLASE ALGUNA (EXPRESA, IMPLICITA O ESTATUTARIA) POR PARTE DE TORRES, EXCEPTO SEGÚN SE DISPONE EXPRESAMENTE EN EL PRESENTE CONTRATO.

NOVENO: CRLA reconoce y acepta que el señor José E. Pérez Cruz, corredor de bienes raíces con licencia de Puerto Rico número diez mil cuatrocientos setenta y ocho (10,478), solo o en asociación con otro(s) corredor(es), ha actuado como corredor representando a CRLA en la transacción objeto del presente contrato y que TORRES no tiene responsabilidad ni obligación alguna para con el señor José E. Pérez Cruz. Los honorarios del señor Pérez Cruz y su(s) asociado(s), si alguno, por dichos servicios son responsabilidad de CRLA y serán pagados por CRLA al señor Pérez Cruz simultáneamente con el otorgamiento de la Escritura de Compraventa. Dichos honorarios ascenderán a la suma de sesenta y cinco mil dólares ($65,000), equivalente al cinco por ciento (5%) del Precio de Compraventa. TORRES no será responsable de ningún pago a hacerse al señor Pérez Cruz.

DÉCIMO: Desde la fecha del otorgamiento del presente contrato hasta la fecha del otorgamiento de la Escritura de Compraventa, CRLA queda autorizada a someter a las entidades y/o agencias gubernamentales pertinentes solicitudes de permisos, aprobaciones y endosos para el desarrollo en la PROPIEDAD de parte de un proyecto residencial turístico, cónsono con la zonificación de la PROPIEDAD. TORRES se compromete y obliga a otorgar cuantos documentos y/o autorizaciones escritas sean necesarias para que CRLA pueda solicitar a las entidades y/o agencias gubernamentales concernidas los permisos, aprobaciones y endosos requeridos para dicho proyecto, *incluyendo, sin limitación la carta unida como* ***Anejo I*** *al presente contrato.* TORRES *no* se hace responsable por las solicitudes sometidas a entidades y/o agencias gubernamentales, ni el resultado de estas, incluyendo las aprobaciones o no de dichas agencias y/o entidades.

UNDÉCIMO: El plural y el singular, así como el masculino, femenino neutro y otros géneros se usan indistintamente en el presente contrato.

DUODÉCIMO: Si alguno o algunos de los miembros de la SUCESIÓN incumpliere con los términos y condiciones establecidos en el presente contrato, procedería la devolución inmediata del depósito completo entregado a TORRES en virtud de la Sección 5.2(i) del presente contrato y CRLA aceptaría que cualquier reclamación adicional fuere sólo contra el heredero o herederos que incumpliere(n) y no contra los demás.

DÉCIMO TERCERO: En caso de que cualquier clausula o disposición del presente contrato fuere declarada nula o invalida mediante resolución, sentencia u orden judicial final y firme, entonces el resto del contrato continuará en pleno vigor y efecto.

DECIMO CUARTO: El presente contrato podrá ser otorgado en contrapartes ("counterparts") y, una vez que todas las partes hayan firmado al menos una contraparte, todas las contrapartes formarán un solo contrato.

POR TANTO, las partes comparecientes suscriben y otorgan el presente contrato en la fechas y lugares que aparecen debajo de sus respectivas firmas, para ser efectivo

en San Juan, Puerto Rico, en la fecha que aparece en el párrafo introductorio del presente contrato.

CARMEN IVONNE BARRIOS COLLAZO
también conocida como Ivonne Barrios Collazo
Fecha: 16 NOV. 2023
Lugar: Santa Isabel, Puerto Rico

LUIS ALBERTO TORRES ORTIZ
también conocido como Luis A. Torres Ortiz
Fecha: 16 nov. 2023
Lugar: Santa Isabel, Puerto Rico

GERALDO LUIS TORRES ORTIZ
también conocido como Geraldo L. Torres Ortiz
Fecha: 16 noviembre 2023
Lugar: Santa Isabel, Puerto Rico

SAMUEL TORRES ORTIZ
Fecha: 16 noviembre 2023
Lugar: Santa Isabel, Puerto Rico

WALESKA TORRES BARRIOS
Fecha:
Lugar:

EDGARDO TORRES BARRIOS
Fecha: 16 noviembre 2023
Lugar: Santa Isabel, Puerto Rico

CABO ROJO LAND ACQUISITION LLC

GLADYS OMAYRA FONTANEZ REYES
Representante Autorizada
Fecha: 20 de noviembre de 2023
Lugar: San Juan, Puerto Rico

Affidavit Número:_____

AFIDAVIT NÚMERO: 4551

Reconocido y suscrito ante mí por Carmen Ivonne Barrios Collazo, mayor de edad, soltera, propietaria y vecina de Aibonito, Puerto Rico, a quien conozco personalmente. En Santa Isabel, Puerto Rico, hoy dieciséis - - - - - (16) de noviembre de dos mil veintitrés (2023).





Notario Público

CBB

LGT

Affidavit Número: 4552

GT

Reconocido y suscrito ante mí por Luis Alberto Torres Ortiz, también conocido como Luis A. Torres Ortiz, mayor de edad, soltero, propietario y vecino de Aibonito, Puerto Rico, a quien conozco personalmente. En Santa Isabel, Puerto Rico, hoy dieciséis - - - - - (16) de noviembre de dos mil veintitrés (2023).

SO

E-S

6.2.f.k.





Notario Público

Affidavit Número: 4553

Reconocido y suscrito ante mí por Geraldo Luis Torres Ortiz, también conocido como Geraldo L. Torres Ortiz, mayor de edad, soltero, propietario y vecino de Aibonito, Puerto Rico, a quien conozco personalmente. En Santa Isabel, Puerto Rico, hoy dieciseis - - - - - - (16) de noviembre de dos mil veintitrés (2023).

MARIA DEL ROSARIO PUJOL THOMPSON
ABOGADO-NOTARIO



Notario Público

Affidavit Número: 4554

Reconocido y suscrito ante mí por Samuel Torres Ortiz, mayor de edad, casado, propietario y vecino de Aibonito, Puerto Rico, a quien conozco personalmente. En Santa Isabel, Puerto Rico, hoy dieciseis - - - - - - (16) de noviembre de dos mil veintitrés (2023).

MARIA DEL ROSARIO PUJOL THOMPSON
ABOGADO-NOTARIO



Notario Público

Affidavit Número: 4555

Reconocido y suscrito ante mí por **Edgardo Torres Barrios**, mayor de edad, soltero, comerciante y vecino de Aibonito, Puerto Rico, a quien conozco personalmente. En Santa Isabel, Puerto Rico, hoy dieciséis - - - - (16) de noviembre de dos mil veintitrés (2023).

MARÍA DEL ROSARIO PUJOL THOMPSON
ABOGADO-NOTARIO



Notario Público

Affidavit Número: 4557

Reconocido y suscrito ante mí por Gladys Omayra Fontanez Reyes, mayor de edad, soltera, abogada y vecina de San Juan, Puerto Rico en su carácter de Representante Autorizada de Cabo Rojo Land Acquisition LLC, a quien conozco personalmente. En San Juan, Puerto Rico, hoy veinte - - - - - - (20) de noviembre de dos mil veintitrés (2023).

MARÍA DEL ROSARIO PUJOL THOMPSON
ABOGADO-NOTARIO



Notario Público

Anejo I

[FECHA]

A QUIEN PUEDA INTERESAR

Re: *CONTRATO DE PROMESA RECIPROCA DE COMPRAVENTA suscrito entre* (i) Carmen Ivonne Barrios Collazo, también conocida como Ivonne Barrios Collazo; (ii) Luis Alberto Torres Ortiz, también conocido como Luis A. Torres Ortiz; (iii) Geraldo Luis Torres Ortiz, también conocido como Geraldo L. Torres Ortiz; (iv) Samuel Torres Ortiz; (v) Waleska Torres Barrios; (vi) Edgardo Torres Barrios; y (vii) Cabo Rojo Land Acquisition LLC, el día _____ ( ) de noviembre de dos mil veintitrés (2023), según afidávits número _____, ante el/la notario(a) público(a) _____. (en adelante el "Contrato")]

Mediante el Contrato, nosotros, como dueños del inmueble que se describe a continuación (en adelante el "Inmueble"), nos comprometimos a vender el Inmueble a Cabo Rojo Land Acquisition LLC:

"**RUSTICA:** Parcela número ciento seis (106), radicada en el Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de diecinueve mil seiscientos cincuenta y cuatro punto cincuenta y seis (19,654.56) metros cuadrados. En lindes, por el NORTE, con la Bahía de Boquerón en una alineación de cuarenta y cuatro punto ochenta y ocho (44.88) metros y otra alineación de diecinueve punto catorce (19.14) metros cuadrados; por el SUR, con un camino de servidumbre de quince (15) metros de ancho de los cuales siete punto cincuenta (7.50) metros pertenecen a esta finca, esta colindancia mide sesenta y dos punto sesenta y seis (62.66) metros; por el ESTE, con la parcela número ciento cinco (105), en una distancia de trescientos siete punto noventa (307.90) metros; y por el OESTE, con la parcela número ciento siete (107), en una distancia de trescientos uno punto cero cuatro (301.04) metros. La colindancia Sur de la finca se halla afecta a una servidumbre de paso para uso vehicular y peatonal, de quince (15) metros de ancho de los cuales siete punto cincuenta (7.50) metros pertenecen a esta finca, afectando esta servidumbre todo lo largo de la colindancia Sur y resultando en un área afecta por dicha servidumbre de cuatrocientos setenta punto cero tres (470.03) metros cuadrados, los cuales forman parte del área total de la finca".

El Inmueble se identifica en el Registro como finca número dieciocho mil ochocientos cuarenta (18,840), inscrita al folio doscientos ochenta y nueve (289) del tomo quinientos

diez (510) de Cabo Rojo, Sección de San Germán del Registro de la Propiedad de Puerto Rico.

Cabo Rojo Land Acquisition LLC nos ha informado que, directamente o a través de empresas afiliadas, Cabo Rojo Land Acquisition LLC ha opcionado y/o es dueña de varias fincas colindantes o cercanas al Inmueble y propone desarrollar en dichas fincas y en el Inmueble un proyecto residencial turístico de clase mundial, el cual incluirá, entre otras instalaciones, varios hoteles, dos campos de golf, un "town center", unidades residenciales y facilidades recreativas, comerciales y de servicio (en adelante el "Proyecto").

Mediante la presente, autorizamos a Cabo Rojo Land Acquisition LLC, para que, directamente o a través de sus afiliadas, agentes, contratistas o mandatarios, presenten a las agencias gubernamentales concernidas solicitudes de permisos, aprobaciones y endosos para el Proyecto, incluyendo, sin limitación, su Consulta de Ubicación y el deslinde de la zona marítimo-terrestre.

La presente autorización podrá ser otorgada en contrapartes ("counterparts") y, una vez que todas las partes hayan firmado al menos una contraparte, todas las contrapartes formarán una sola autorización.

La presente autorización no incluye y explícitamente excluye autorización para la ejecución de construcciones, mejoras o alteraciones en el Inmueble mientras el mismo no se haya vendido en virtud del Contrato.

Atentamente,

CARMEN IVONNE BARRIOS COLLAZO también conocida como Ivonne Barrios Collazo	LUIS ALBERTO TORRES ORTIZ también conocido como Luis A. Torres Ortiz
GERALDO LUIS TORRES ORTIZ también conocido como Geraldo L. Torres Ortiz	SAMUEL TORRES ORTIZ
WALESKA TORRES BARRIOS	EDGARDO TORRES BARRIOS

CERTIFICO que en la misma fecha y lugar de su otorgamiento expedí primera copia certificada a favor de la parte compradora. DOY FE. ----

Notario(a) Público(a)

MARIA DEL ROSARIO PUJOL THOMPSON
ABOGADO-NOTARIO

G.D.F.R.

JEP

RDA

----DEED NUMBER TWENTY NINE (29)----------

------ DEED OF OPTION TO PURCHASE REAL ESTATE ------

---In the City of San Juan, Puerto Rico, on this twelfth (12th) day of May, two thousand twenty three (2023),----------

---------- **BEFORE ME,** ----------

---MARIA DEL ROSARIO PUJOL THOMPSON, Attorney-at-Law and Notary Public in and for the Commonwealth of Puerto Rico, with residence in Guaynabo, Puerto Rico, and offices located at suite two hundred (200), Puerta del Condado Building, one thousand ninety five (1095) Wilson Street, San Juan, Puerto Rico,----------

---------- **APPEAR:** ----------

---AS PARTY OF THE FIRST PART: ROBERTO DANIEL ACOSTA MARTIN, of legal age, single, electrical engineer and resident of Cabo Rojo, Puerto Rico (hereinafter "Roberto");----------

---AS PARTY OF THE SECOND PART: JAVIER ACOSTA MARTIN, of legal age, married, electrical engineer and resident of Cabo Rojo, Puerto Rico (hereinafter "Javier");-------

---AS PARTY OF THE THIRD PART: CARLOS DAVID ACOSTA MARTIN, of legal age, single, contractor and resident of Hormigueros, Puerto Rico (hereinafter "Carlos");----------

---AS PARTY OF THE FOURTH PART: RAMONITA MARTIN VELEZ, of legal age, single, property owner and resident of Cabo Rojo, Puerto Rico (hereinafter "Ramonita"). Ramonita appears herein represented by her three (3) attorneys-in-fact, Roberto, Javier and Carlos, pursuant to Deed of General Durable Power of Attorney and Designation

of Tutor ("Poder General Duradero y Designación de Tutor"), executed by Ramonita in Cabo Rojo, Puerto Rico, on January nineteen (19), two thousand twenty three (2023), before notary public Carlos E. Ortíz Collado (the "Power of Attorney"). Notification of the execution of the Power of Attorney was recorded with the number eighteen seventeen dash three hundred sixty (1817-360), on January thirty (30), two thousand twenty three (2023), at the General Registry of Notarial Competencies (Registro General de Competencias Notariales") of the Office of Notarial Inspections ("Oficina de Inspección de Notarías") of the Supreme Court of Puerto Rico.----------

---I, the Notary, hereby certify to have had before me a certified copy of the Power of Attorney, and in my opinion, the Power of Attorney is in full compliance with the all legal requirements needed to authorize Roberto, Javier and Carlos to appear in this public Deed on behalf of Ramonita.----------

---Roberto, Javier, Carlos and Ramonita will be referred jointly hereinafter as "Sellers".----------

---AS PARTY OF THE FIFTH PART: PR INVESTCO LLC (hereinafter "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of the State of Delaware, United States of America, represented herein by its authorized representative, MS. GLADYS OMAYRA FONTANEZ REYES, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this public deed arises from Certificate of Resolution of PR INVESTCO LLC signed by Eileen Sawyer in her capacity of Manager of PR INVESTCO

MARIA DEL ROSARIO PUJOL THOMPSON ABOGADO-NOTARIO

G.A.F.R.

R.D.A

LLC, executed on December thirteen (13), two thousand twenty two (2022), in New York, New York, United States of America, before notary public Eric Orenstein, an original of which I, the Notary, hereby certify to have had before me, and which, in my opinion, is in full compliance with all legal requirements to authorize Ms. Gladys Omayra Fontanez Reyes to appear in this public deed on behalf of Buyer; and----------

---AS THE PARTY OF THE SIXTH PART: JOSE ENRIQUE PEREZ CRUZ, also known as José E. Pérez (hereinafter the "Broker"), who is of legal age, married, real estate broker, and resident of Bayamón, Puerto Rico.----------

---I, the Notary, certify that I am personally acquainted with all parties, and through their statements, I further certify as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and accordingly they do hereby----------

----------STATE AND AGREE----------

---FIRST: <u>The Property; Title, Liens and Encumbrances</u>.------

-----One. <u>Title</u>. Sellers are the owners in fee simple title ("pleno dominio") and have the possession of the parcel of land described in the Spanish Language as follows (hereinafter the "PROPERTY"):----------

---"RUSTICA: Parcela número setenta y dos (72), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalente a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En linderos: por el NORTE, con la parcela número cuarenta y dos (42) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5)

MARIA DEL ROSARIO PUJOL THOMPSON ABOGADO-NOTARIO

G.O.F.R.

R.D.A.

pertenecen a esta parcela; por el SUR, con la parcela número setenta y tres (73) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número cuarenta y uno (41) y servidumbre de paso de diez (10) metros de ancho de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con el Mar Caribe.----------
---Para uso de fines agrícolas."----------

---The PROPERTY is property number eighteen thousand seven hundred eighteen (18,718), recorded at page number sixty seven (67), of volume eight hundred sixty four (864), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

---The real property tax identification number ("número de catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to the PROPERTY is four hundred and two dash zero zero seven dash three hundred twenty seven dash ninety dash zero zero zero (402-007-327-90-000).----------

---The PROPERTY, by its origin and by itself is free of liens and/or encumbrances.----------

---SECOND: Buyer wishes to acquire an option to buy the PROPERTY, with all its improvements, and rights and annexes, and Sellers wish to grant, and hereby grant, said option to Buyer (hereinafter the "Option"), which is done pursuant to this public instrument and in accordance with the following----------

----------TERMS AND CONDITIONS:----------

-----2.1. The purchase-sale price of the PROPERTY will be the lump sum of ONE MILLION DOLLARS ($1,000,000), payable to Sellers simultaneously with the execution of the deed whereby Buyer acquires fee simple title ("pleno dominio") to the PROPERTY (the "Purchase-Sale Deed").-----

LIC. MARÍA DEL ROSARIO PUJOL THOMPSON ABOGADO-NOTARIO

G.D.F.R.

TDA

-----2.2. As consideration for the Option, Buyer has paid to Sellers, simultaneously with the execution of this public deed or before its execution, the sum of FIFTY THOUSAND DOLLARS ($50,000), as good faith deposit (the "Deposit"), which will be non-reimbursable, except only as set forth below in this public deed. Sellers hereby acknowledge receipt of the Deposit.----------

-----2.3. The Option is granted for a term (the "Term") equal to: (i) nine (9) months, starting on the date of execution of this public deed and ending on February twelve (12), two thousand twenty four (2024); or (ii) thirty (30) calendar days after the Sellers file for Recordation in the Registry of the Property of Puerto Rico all documentation required to grant to Sellers fee simple title to the PROPERTY, as legitimate heirs of Roberto Acosta Cabán (the "Instancia"), **whichever occurs later**.----------

-----2.4. The Deposit will be credited to the first payment of the purchase-sale price of the PROPERTY which will be made on the date of the execution of the Purchase-Sale Deed.----------

-----2.5. If the Term ends and Buyer has not bought the PROPERTY within the Term (except for reasons attributable to Sellers), then the Deposit will be lost by Buyer, and will become the property of Sellers, as liquidated damages. If the PROPERTY cannot be bought by Buyer within the Term, for reasons attributable to Sellers, then Sellers will reimburse the Deposit to Buyer at the end of the Term.----------

-----2.6. The real estate property taxes payable to the Centro de Recaudaciones de Ingresos Muncipales ("CRIM"),

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and all special taxes (if applicable) of the PROPERTY will be the responsibility of Sellers and payable by Sellers up to the date of execution of the Purchase-Sale Deed (the "Closing Date"). Thereafter they shall be the responsibility of Buyer and payable by Buyer.----------

-----2.7. The Purchase-Sale Deed shall be executed before a notary public selected by Buyer.----------

-----2.8. Through the Purchase-Sale Deed, Buyer will acquire recordable fee simple title to the PROPERTY and the possession thereof, "as is, where is", free and clear of occupants, liens and encumbrances. During the Term of the Option, Sellers will have the possession of the PROPERTY and will be allowed to conduct legal business activities in the PROPERTY.----------

-----2.9. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of the Property of Puerto Rico of this public deed and of the Purchase-Sale Deed will be paid by Buyer.----------

-----2.10. This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them.----------

-----2.11. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of Puerto Rico, Section of San Juan, in the event of any litigation pursuant to this public deed.----------

-----2.12. All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

------TO SELLERS:----------

MARIA DEL ROSARIO PUJOL THOMPSON ABOGADO-NOTARIO

G.D.F.R.

20A

------Roberto D. Acosta Martín----------
------PO Box 6534----------
------Mayaguez, PR 00681----------
------Electronic Mail: rmartin@amelectricpr.com----------

------Javier Acosta Martín----------
------PO Box 6534----------
------Mayaguez, PR 00681----------
------Electronic Mail: jacosta@amelectricpr.com----------

------Carlos D. Acosta Martín----------
------PO Box 6534----------
------Mayaguez, PR 00681----------
------Electronic Mail: cacosta@mpl-pr.com----------

------Ramonita Martín Vélez----------
------PO Box 6534----------
------Mayaguez, PR 00681----------
------Electronic Mail: racosta@accurateworks.com----------

------TO BUYER:----------
------PR INVESTCO LLC----------
-------733 Third Avenue----------
-------New York, NY 10017----------
------Attention: Eileen Sawyer----------
-----Electronic Mail: roberto.ruiz@ccgc.com.do----------

------TO THE BROKER:----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920----------
------Attention: José Enrique Pérez Cruz----------
-----Electronic Mail: passportre@gmail.com----------

-----2.13. Sellers represent and warrant to Buyer that, to the best of Sellers' knowledge, in the PROPERTY there are no toxic, dangerous, contaminated or contaminating substances, and that the PROPERTY has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----2.14. The appearing parties acknowledge that the Broker, mister José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the subject of this Option. The fees to Mr. Pérez Cruz

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and his associates, if any, for said service will be the responsibility of Buyer and paid simultaneously with the execution of the Purchase-Sale Deed, only if the Option is exercised by Buyer and Buyer buys the PROPERTY pursuant to the Option. Said fees will amount to FIFTY THOUSAND DOLLARS ($50,000), equivalent to five percent (5%) of the purchase-sale price of the PROPERTY.----------

-----2.15. The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed.----------

-----2.16. In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgement or judicial order, then and in that event the rest of this public deed will continue in full force and effect.

-----2.17. During the Term, Buyer and its employees, agents and/or contractors are authorized to enter the PROPERTY to make studies, identify boundaries, take measurements and make inspections, during business days and hours, and the persons entering the PROPERTY pursuant to this authorization will be responsible for the damages suffered or caused by them in the PROPERTY. Every employee who enters the PROPERTY pursuant to this authorization will be insured by a valid policy of the Puerto Rico State Insurance Fund, and, if applicable, of the "Chauffers' Insurance" or "Seguro Choferil". In addition, Buyer will have in place, during the term of the Option, a public liability insurance policy covering damages caused or suffered in the PROPERTY by the persons who enter it pursuant to this authorization, with a minimum coverage of ONE MILLION DOLLARS ($1,000,000)

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per occurrence. Sellers will appear as co-insured in the policy, together with Buyer.----------

-----2.18. During the Term, Buyer is authorized to seek the approvals, permits and endorsements necessary for the development in the PROPERTY of a residential, recreational and tourism project, or of part of a residential, recreational and tourism project, provided the existing DTS zoning of the PROPERTY is not changed, and that such approvals, permits and endorsements (i) comply with the requirements of the existing DTS zoning of the PROPERTY; and (ii) do not negatively affect and/or diminish the value or quality of the PROPERTY. Sellers hereby commit to confirm this authorization in writing if required by Buyer, for presentation to the corresponding public or governmental agencies and entities. If the PROPERTY is not purchased by Buyer, all approvals, permits and endorsements obtained by Buyer for the PROPERTY pursuant to the aforesaid authorization will be transferred and assigned by Buyer to Sellers at the end of the Term, at no cost to Sellers.----------

-----2.19. The PROPERTY may not be altered during the Term, except only if specifically authorized in advance, in writing, by Sellers and Buyer.----------

-----2.20. The Option is not transferable by Sellers. Conversely, Buyer is authorized to transfer or assign this agreement and all its rights and obligations hereunder, at the sole option and discretion of Buyer to any entity affiliated to or assigned by Buyer.----------

---**THIRD:** Additional Documentation. The parties hereto agree to execute and deliver any additional instruments and

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documents that may be necessary to record the transaction contemplated in this deed in the Registry of the Property of Puerto Rico. Any costs and expenses, including attorneys' fees, incurred in connection with the execution of any additional instruments and documents shall be for the account of the Buyer. ----------

---**FOURTH:** Request to the Registrar. The Honorable Registrar of the Property of Puerto Rico is respectfully requested to record in the Registry of the Property of Puerto Rico the Option, as set forth in this deed.----------

---**FIFTH:** If Buyer does not purchase the PROPERTY pursuant to the Option, Buyer will, within thirty (30) consecutive calendar days after the end of the Term, at Buyer's cost and expense, (i) cancel the lien or encumbrance on the PROPERTY created by the Option; and (ii) file for recordation in the Registry of the Property of Puerto Rico any and all documents needed for the recording of said cancellation in the Registry of the Property. If the appearance of Sellers is required in said cancellation, Sellers will appear therein.----------

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R.D.A.

----------**ACCEPTANCE AND WARNINGS**----------

---The appearing parties to this deed accept the same as drafted because it has been drawn up in accordance with their stipulations, terms and conditions. I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this deed and they were fully advised by me thereon. Specifically, I advised them of the following:----------

-----(a) That any liens or encumbrances affecting title to the PROPERTY that may be filed for recordation prior to the filing

of this deed may be legally binding and could take precedence over this deed.----------

-----(b) It is advisable to verify the status of liens and encumbrances on the PROPERTY as they may appear from the Registry of the Property of Puerto Rico on the date hereof and of the adverse consequences which may result from the failure to do so. To this effect, the appearing parties have been warned and advised by the subscribing Notary Public about the following: (i) that the digital system of recordation of the Digital Registry of Immovable Property of the Commonwealth of Puerto Rico provides Access to the Electronic Diary of Daily Operations, the Electronic Book of Recordations, and the Single Book of Liens ("Libro Unico de Embargos") twenty four (24) hours a day, seven (7) days a week for both inquiries and filings which may affect the registration or rights under this deed; (ii) that said electronic books have been reviewed up to the date of the title search prepared for this transaction; and (iii) that the authorizing Notary Public has not consulted the Registry of the Property of Puerto Rico in any way whatsoever after the date of the aforementioned title search, to all of which the appearing parties give their acceptance and compliance, being fully aware of its consequences.----------

-----(c) That this deed was prepared in accordance with a title search (the "Title Search"), prepared by **Capital Title Services, Inc.**, an entity engaged in such business, and not by the undersigned Notary. The aforementioned Title Search is dated November four (4), two thousand twenty two (2022).----------

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-----(d) The appearing parties accept the Title Search and are satisfied with the contents thereof. Consequently, the appearing parties release the Notary from any responsibility due to errors or omissions in said Title Search and/or due to any changes in the title to the PROPERTY or in its liens and encumbrances that might occur between the date of the Title Search and the date this deed is presented to the Registry of the Property of Puerto Rico for registration.----------

-----(e) The necessity and convenience of obtaining a negative certification of debt from the Municipal Revenue Collection Center tax rolls (CRIM – Centro de Recaudaciones de Ingresos Municipales) regarding the PROPERTY.----------

-----(f) This deed must be recorded in the appropriate Section of the Registry of the Property of Puerto Rico in order to bind all rights herein to third-parties.----------

---The appearing parties waived the right which I advised them they had to have witnesses to the execution of this deed; but, upon my advice, made use of their right to read the same, and, finding it drafted to their entire satisfaction, having been advised by me, the Notary, of the pertinent legal warnings and reservations, acknowledging that they have understood this deed in all its parts, fully ratify and confirm the statements contained herein as the true and exact embodiment of their stipulations, terms, and conditions, proceed to sign before me, and to affix their initials on each folio of the same.----------

---And I, the Notary, do hereby CERTIFY AND ATTEST as to my personal knowledge or identification of the appearing parties and as to their personal circumstances, in accordance with their statements, as well as to all other things herein

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contained.----------

---I, the Notary, CERTIFY AND GIVE FAITH.----------





G.O.F.R.

TDA

MORELL • CARTAGENA • DAPENA

JORGE ANTONIO MORALES CORDERO

Plaza 273 Suite 700
273 Ponce de León
San Juan, PR 00917-1934
787-723-1233; 787-729-1974
jorge.morales@mbcdlaw.com

CERTIFIED COPY OF DEED NUMBER SEVEN (7)

PURCHASE AND SALE

EXECUTED IN MAYAGÜEZ, PUERTO RICO
ON MAY 24, 2023

BEFORE:

JORGE ANTONIO MORALES CORDERO

BY:

HARRY OLIVIERI SANTIAGO, MARÍA DE LOS ÁNGELES PALMER COLÓN, MARÍA VICTORIA TAMARIZ VARGAS, HILDA MARITZA TAMARIZ VARGAS, CELIA IVONNE TAMARIZ VARGAS, AND PATRICIA TAMARIZ VARGAS

("SELLERS")

AND

CABO ROJO LAND ACQUISITION LLC

("BUYER")

----------**DEED NUMBER SEVEN (7)** ----------

----------**PURCHASE AND SALE** ----------

---In Mayagüez, Puerto Rico, on this twenty-fourth (24th) day of May, two thousand twenty-three (2023). ----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with residence and offices in San Juan, Puerto Rico.----------

---------- **APPEAR:** ----------

---**AS THE PARTY OF THE FIRST PART:** (i) **HARRY OLIVIERI SANTIAGO,** of legal age, single, property owner and resident of Adjuntas, Puerto Rico (hereinafter referred to as "Harry"); (ii) **MARÍA DE LOS ÁNGELES PALMER COLÓN**, of legal age, single, property owner and resident of Aibonito, Puerto Rico (hereinafter referred to as "Angie" and, jointly with Harry, as "Olivieri-Palmer"); (iii) **MARÍA VICTORIA TAMARIZ VARGAS**, of legal age, married to Abimael Santiago Morales, property owner and resident of Juana Díaz, Puerto Rico (hereinafter referred to as "María Victoria"); (iv) **HILDA MARITZA TAMARIZ VARGAS**, of legal age, single, property owner and resident of Cabo Rojo, Puerto Rico (hereinafter referred to as "Hilda"); (v) **CELIA IVONNE TAMARIZ VARGAS**, of legal age, married to Alexis Delfín Delgado Acosta, property owner and resident of Hormigueros, Puerto Rico (hereinafter referred to as "Celia"); and (vi) **PATRICIA TAMARIZ VARGAS**, of legal age, single, property owner and resident of Sabana Grande, Puerto Rico (hereinafter referred to as "Patricia"). Olivieri-Palmer, María Victoria, Hilda, Celia and Patricia shall hereinafter collectively referred to as "SELLERS". ----------

---**AS THE PARTY OF THE SECOND PART: CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "BUYER"), a limited liability company organized, existing and in good standing in accordance

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with the laws of Puerto Rico, represented herein by its Authorized Representative, GLADYS OMAYRA FONTÁNEZ REYES, who is of legal age, single, attorney at law and resident of San Juan, Puerto Rico, whose authority to represent BUYER in this public deed arises from a Certificate of Resolution of BUYER signed by Eileen Sawyer, in her capacity of Manager of BUYER, on May seventeen (17), two thousand twenty-three (2023), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engine of the Department of State of the State of New York. I further certify that I have examined the original of the aforesaid Certificate of Resolution of Cabo Rojo Land Acquisition LLC, and that, in my opinion, it is adequate and sufficient, and complies with all legal requirements needed to authorize Ms. Fontánez Reyes to appear herein on behalf of BUYER. ----------



---**AS THE PARTY OF THE THIRD PART: JOSÉ ENRIQUE PÉREZ CRUZ**, also known as José E. Pérez (hereinafter referred to as the "BROKER"), who is of legal age, married, real estate broker and resident of Bayamón, Puerto Rico.----------

---I hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective age, civil status, occupation and residence. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily,----------

----------**STATE AND AGREE**----------

---**FIRST:** SELLERS are the sole owners of fee simple title ("*pleno dominio*") and have the possession of the parcel of land described in the Spanish language as follows (hereinafter, the "Property"): ----------

---**"RUSTICA:** Parcela número cuarenta y dos (42), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO (5) cuerdas, equivalentes a una (1)

hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas, y en lindes por el NORTE, con el Mar Caribe; por el SUR, con la parcela número cuarenta y uno (41) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número setenta y cuatro (74) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número setenta y dos (72) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela." ----------

---The Property is identified in the Registry of Property of Puerto Rico (the "Registry") as property number 18,700, recorded at page 49 of volume 508 of Cabo Rojo, San Germán section of the Registry.----------

---The tax identification number ("*número de catastro*") assigned to the Property by the Municipal Revenue Collection Center ("CRIM") is 402-000-004-64-000. ----------

---The Property was acquired by SELLERS as follows:----------

-----1.1. Olivieri-Palmer acquired a fifty percent (50%) participation in the Property through Deed Number Twelve (12), of purchase and sale, executed in Aibonito, Puerto Rico, on June six (6), nineteen hundred ninety-three (1993), before Notary Juan Antonio Núñez García, recorded at page 211 of volume 779 of Cabo Rojo, Section of San Germán of the Registry, fourth (4th) inscription. ----------

-----1.2. María Victoria, Hilda, Celia and Patricia acquired a fifty percent (50%) participation in the Property, on a common, undivided basis (*común proindiviso*) by virtue of a donation made by Diego Antonio Tamariz Valderrama, pursuant to Deed Number Twenty-Six (26), executed in Mayaguez, Puerto Rico, on March ten (10), two thousand six (2006), before Notary José Clemente González Ortiz (the "Donation"), filed and pending recordation at the San Germán section of the Registry under entry number 2023-058706-SG01. ----------

----------**LIENS AND ENCUMBRANCES** ----------

---By its origin, the Property is free and clear of liens and encumbrances.

---By itself, the Property is subject to the following liens and encumbrances: ----------

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-----A) Right of way easement recorded at page 1 of volume 508 of Cabo Rojo, Section of San Germán of the Registry. ----------

-----B) Restrictive Covenants of Edification and Use, for a term of ten (10) years, constituted pursuant to Deed number four hundred seventy-two (472), executed in Mayaguez, Puerto Rico, on September twenty-five (25), nineteen hundred ninety (1990), before Notary Roberto M. García Rullán, recorded at marginal note 1.1 of page 49 of volume 508 of Cabo Rojo, Section of San Germán of the Registry, property number eighteen thousand seven hundred (18,700). ----------

-----C) Annotation of Embargo (the "Embargo A"), dated April six (6) two thousand seventeen (2017), under writ issued by the Aibonito part of the Puerto Rico Court of First Instance in connection with Civil Case number "BCD" two thousand three dash zero two zero one (BCD 2003-0201). Embargo A was annotated on May twenty-four (24), two thousand twenty (2020), as inscription A under the Karibe volume of Cabo Rojo, Section of San Germán of the Registry. The cancellation of Embargo A as an expired lien has been requested by a Petition to the Registrar executed on November eight (8), two thousand twenty-two (2022), which is filed and pending recordation at entry 2022-144907-SG01 of the Karibe system. ----------

-----D) Annotation of Embargo ("Embargo B") dated January twenty (20), two thousand twenty-three (2023), under writ issued by the Aibonito part of the Puerto Rico Court of First Instance in connection with Civil Case number "BCD" two thousand three dash zero two zero one (BCD 2003-0201), filed for recordation on January twenty-six (26), two thousand twenty-three (2023) at entry 2023-009277-SG01 of the Karibe system. ----------

---The parties hereto have agreed that from the portion of the Purchase Price that corresponds to Olivieri-Palmer, the necessary proceeds will be withheld and paid to the plaintiff-creditor of Embargo B. The legal

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representation of said creditor has delivered to the parties hereto an acknowledgement of receipt of payment in full of the amounts deemed necessary for the cancellation of Embargo B. Furthermore, said legal representation has delivered to all parties hereto a written commitment letter pursuant to which he agrees to, promptly after the execution of this deed, request the court to issue an order and writ for the cancellation of Embargo B, all of which is to the reasonable satisfaction of BUYER and its legal counsel. ----------

---**SECOND:** On January thirty-one (31), two thousand twenty-three (2023), SELLER granted to BUYER's affiliate, PR INVESTCO LLC ("PR Investco"), an option to purchase the Property, pursuant to an Option Agreement (the "Option Agreement") executed on said date. The parties hereto acknowledge and agree that PR Investco has assigned to BUYER all of its rights and obligations under the Option Agreement, under the terms of an *Assignment and Assumption of Rights under Option Agreement* executed on even date herewith, and that BUYER is the permitted assignee and successor of PR Investco thereunder. ----------

----------**PURCHASE AND SALE**----------

---**THIRD:** In accordance with the Option Agreement, SELLERS hereby sell, convey and transfer fee simple title ("*pleno dominio*") to the Property and the possession thereof to BUYER, and BUYER hereby purchases from SELLERS fee simple title ("*pleno dominio*") to the Property and the possession thereof, in accordance with the following ---

----------**TERMS AND CONDITIONS**----------

-----One: The purchase price of the Property is the lump sum of **ONE MILLION TWENTY-FIVE THOUSAND DOLLARS ($1,025,000)** (hereinafter the "Purchase Price"). The Purchase Price is not subject or conditioned to an appraisal report or survey, and SELLERS shall have no obligation to adjust or reduce the Purchase Price as a result of any appraisal report(s) or survey(s) obtained by BUYER or anybody else. ---

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-----Two: The Purchase Price has been paid as follows: ----------

----------A. The sum of FIFTY-ONE THOUSAND TWO HUNDRED FIFTY DOLLARS ($51,250.00) was paid to Title Security Group LLC, as escrow agent, simultaneously with the execution of the Option Agreement, and said sum has been paid by Title Security Group LLC to SELLERS simultaneously with the execution of this deed. SELLERS hereby acknowledge receipt of said sum in form and substance acceptable to SELLERS.----------

----------B. The sum of NINE HUNDRED SEVENTY-THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($973,750.00) has been paid by BUYER to SELLERS simultaneously with the execution of this public deed, and SELLERS hereby acknowledge receipt thereof in form and substance acceptable to SELLERS.----------

-----Three: The BUYER shall be entitled to the immediate possession of the Property, without any additional formality, document or request. -----

-----Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of SELLERS and, thereafter, for the account of BUYER. ----

-----Five: SELLERS hereby deliver to BUYER fee simple title to the Property, vacant, and free and clear of all liens, encumbrances or defects, including without limitation, Embargo A, and subject only to the restrictive covenants and right of way easement stated in paragraph FIRST of this public deed, and to Embargo B, which will be promptly cancelled following the date hereof as described above.----------

-----Six: BUYER specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) SELLERS hereby sell and BUYER hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) BUYER is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from SELLERS or

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any of SELLERS' agents, employees, members, representatives, attorneys or brokers (each such party a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by SELLERS to BUYER (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof, its facilities, soils, geology, and groundwater; (b) the dimensions, area, and size of the Property; (c) the development or income potential, or rights of or relating to the Property or the adequacy of the Property for any particular purpose, (d) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of BUYER or any other person to obtain any necessary governmental approvals, licenses, or permits for BUYER's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters regarding the operation of the Property. BUYER expressly acknowledges and agrees that BUYER is not relying on any representation or warranty of SELLERS or any Seller Affiliate, whether implied, presumed or expressly provided at law or otherwise, arising by virtue of any statute, common law, or other legally binding right or remedy in favor of BUYER. BUYER further acknowledges and agrees that SELLERS are under no duty to make any inquiry regarding any

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matter that may or may not be known to SELLERS or any Seller Affiliate. Upon execution of this public deed, BUYER shall assume the risk of adverse matters relating to adverse investigations, and BUYER, upon execution of this public deed, shall be deemed to have waived, relinquished and released SELLERS and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which BUYER might have asserted or alleged or may assert or allege in the future against SELLERS or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution of this public deed. ----------



-----Seven: The notarial fees, stamps on the original, stamps on the first certified copy, filing and recording rights of this public deed at the Registry will be paid by BUYER.----------

-----Eight: This public deed will be interpreted and governed in accordance with the laws of the Commonwealth of Puerto Rico. The appearing parties submit themselves to the exclusive jurisdiction of the Court of First Instance of the Commonwealth of Puerto Rico in the event of any litigation arising out of this public deed.----------

-----Nine: All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

---------TO SELLERS: ----------

----------Mr. Harry Olivieri Santiago----------
----------Box 1113----------
----------Adjuntas, PR 00601 ----------
----------e-mail: olipacorse@live.com----------

----------Mrs. María de los Ángeles Palmer Colón----------
----------219 Calle Degetau Norte ----------
----------Aibonito, PR 00601 ----------

----------Mrs. María Victoria Tamariz Vargas ----------
----------Mansiones de Paseo de Reyes # 106----------
----------Calle Reina Isabel ----------
----------Juana Díaz, PR 00795----------
----------e-mail: pamelabe9@gmail.com----------

----------Mrs. Hilda Maritza Tamariz Vargas ----------
----------155 Arrecife ----------
----------Urbanización Alturas del Mar ----------
----------Cabo Rojo, PR 00623 ----------
----------e-mail: h_tamariz@hotmail.com ----------

----------Mrs. Celia Ivonne Tamariz Vargas ----------
----------Calle Estancia 724----------
----------Haciendas Constancia----------
----------Hormigueros, PR 00660 ----------
----------e-mail: ctamariz2009@gmail.com ----------

----------Mrs. Patricia Tamariz Vargas----------
----------# 115 Estancias de Villa Alba----------
----------Sabana Grande, PR 00637----------
----------e-mail: patricia_tamariz@outlook.com----------

----------TO BUYER:----------

----------CABO ROJO LAND ACQUISITION LLC----------
----------733 Third Avenue ----------
----------New York, NY 10017----------
----------Attention: Eileen Sawyer ----------
----------Electronic Mail: roberto.ruiz@ccgc.com.do----------
---
----------TO BROKER:----------
----------Calle Cádiz 1218----------
----------Puerto Nuevo----------
----------San Juan, PR 00920 ----------
----------Attention: José Enrique Pérez Cruz----------
----------Electronic Mail: passportre@gmail.com ----------

-----Ten: SELLERS represent and warrant to BUYER that, to the best of SELLERS' knowledge, but with no specific inquiry or investigation, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that, to the best of SELLERS' knowledge, but with no specific inquiry or investigation, the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances. EXCEPT FOR THE FOREGOING REPRESENTATION, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS PUBLIC DEED, BUYER ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER BY

JORGE A. MORALES CORDERO
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SELLERS OR ANY AGENT, OFFICER, EMPLOYEE OR REPRESENTATIVE THEREOF REGARDING THE PROPERTY. BUYER HEREBY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS SALE IS MADE WITHOUT REPRESENTATION, COVENANT OR WARRANTY OF ANY KIND (WHETHER EXPRESS, IMPLIED OR STATUTORY) BY SELLERS. ----------

-----Eleven: The appearing parties acknowledge that the BROKER, José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy-eight (10,478), alone or in association with other broker(s), has acted as real estate broker representing BUYER in the transaction which is the subject of this purchase and sale deed. The fees to Mr. Pérez Cruz and his associate(s), if any, for said service are the responsibility of BUYER and have been paid by BUYER to the BROKER simultaneously with the execution of this public deed. Said fees amount to FIFTY-ONE THOUSAND TWO HUNDRED FIFTY DOLLARS ($51,250.00), equivalent to five per cent (5%) of the Purchase Price, and BROKER hereby acknowledges receipt thereof by BUYER in form and substance acceptable to BROKER. ----------

-----Twelve: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed. ----------

-----Thirteen: In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the remaining provisions of this public deed will continue in full force and effect.----------

-----Fourteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver such documents or instruments, public or private, which may be necessary and/or required to correct any omission or matter that may

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need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any correction deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of BUYER, except that each party shall bear the fees of their respective counsel.----------

---**THIRD:** The Notary advises BUYER as to the importance of filing the corresponding property tax exemption and/or Change of Ownership Applications before the CRIM, and to obtain, prior to the execution of this deed, a certification indicating whether any sums related to property taxes are owed by SELLERS. Pursuant to applicable law, BUYER is responsible for filing at the CRIM the corresponding application for property tax exemption and /or change of ownership, within thirty (30) days from the execution hereof. BUYER hereby declares that it is fully aware of the aforementioned obligations and releases the subscribing Notary from this responsibility. ----------

----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed as drafted, to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ----------

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstract was prepared by Capital Title Services Inc., and dated May three (3), two thousand

twenty-three (2023);----------

-----(c) that after the date of such title abstract and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry as of the date of the title abstract.----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification; ----------

-----(e) of the right of the BUYER to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.;----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property;----------

-----(h) of the importance of recording a copy of this Deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this Deed is not recorded at the Registry; ----------

-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property;----------

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-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations;----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its contents.----------

-----(l) of the need and consequences to the SELLER of filing the *Planilla Informativas Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles* with the Puerto Rico Treasury Department; and----------

-----(m) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et seq.*, is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Seller, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the seller and its agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed.----------

----------**READING, ACCEPTANCE AND EXECUTION** ----------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the

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execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their initials on each page thereof. ----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

---Signed, sealed, marked and flourished by the authorizing Notary, Jorge Antonio Morales Cordero. ----------

---Therein also appear the signature of the appearing parties and their initials on the margin of each page. The corresponding internal revenue stamps, legal assistant stamps and the notarial tax stamp are adhered thereon. ----------

---I, the Notary, CERTIFY that the foregoing is a true and exact copy of Deed Number Seven (7), which contains fourteen (14) pages (folios), the original of which forms part of my protocol of public instruments for the year two thousand twenty-three (2023). ----------

---IN WITNESS WHEREOF, and to deliver to Cabo Rojo Land Acquisition LLC, I issue the first certified copy, which I sign, seal, mark and flourish in San Juan, Puerto Rico, on May twenty-four (24), two thousand twenty-three (2023). ----------

JORGE A. MORALES CORDERO
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JORGE A. MORALES CORDERO
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_____
NOTARY







DEPARTAMENTO *de* JUSTICIA
ESTADO LIBRE ASOCIADO DE PUERTO RICO

CERTIFICACIÓN DEL NOTARIO QUE PRESENTA DOCUMENTO EN EL REGISTRO DE LA PROPIEDAD INMOBILIARIA DE PUERTO RICO POR LA VÍA TELEMÁTICA

CERTIFICO: Que la copia en formato PDF de la Escritura Núm. Siete (7) sobre "Purchase and Sale", autorizada por mí en Mayagüez, Puerto Rico, el veinticuatro (24) de mayo de dos mil veintitrés (2023), que estoy presentando en esta fecha en el Registro de la Propiedad, es una copia fiel y exacta de la copia certificada de dicha escritura.

En San Juan, Puerto Rico, hoy veinticinco (25) de mayo de dos mil veintitrés (2023).

JORGE A. MORALES CORDERO
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Notario

MORELL • CARTAGENA • DAPENA

JORGE ANTONIO MORALES CORDERO

Plaza 273 Suite 700
273 Ponce de León
San Juan, PR 00917-1934
787-723-1233; 787-729-1974
jorge.morales@mbcdlaw.com

CERTIFIED COPY OF DEED NUMBER ONE (1)

PURCHASE AND SALE

EXECUTED IN SAN JUAN, PUERTO RICO
ON JANUARY 10, 2024

BEFORE:

JORGE ANTONIO MORALES CORDERO

BY:

TEODORO FELIPE ALFONZO TOLEDO
GISELA DEL ROSARIO CORDERO SOTO

("SELLERS")

AND

CABO ROJO LAND ACQUISITION LLC

("BUYER")

---Comienza el primer tomo de mi protocolo de instrumentos públicos para el año dos mil veinticuatro (2024), hoy diez (10) de enero de dos mil veinticuatro (2024. ----------

NOTARIO

----------**DEED NUMBER ONE (1)** ----------

----------**PURCHASE AND SALE** ----------

---In San Juan, Puerto Rico, on this tenth (10th) day of January, two thousand twenty-four (2024) ----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with offices and residence in San Juan, Puerto Rico,----------

----------**APPEAR**----------

---AS THE PARTY OF THE FIRST PART: **TEODORO FELIPE ALFONZO TOLEDO**, also known as Teodoro Felipe Alfonso Toledo and Teodoro Alfonso Toledo, of legal age, single, property owner and resident of Isabela, Puerto Rico (hereinafter, "Teodoro") ----------

---AS THE PARTY OF THE SECOND PART: **GISELA DEL ROSARIO CORDERO SOTO**, also known as Gisela Cordero Soto, of legal age, single, property owner and resident of Camuy, Puerto Rico (hereinafter, "Gisela"). ----------

---Teodoro and Gisela will be sometimes referred jointly as, "Sellers." --

---AS THE PARTY OF THE THIRD PART: **CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of Puerto Rico, represented herein by its Authorized Representative, Gladys Omayra Fontánez Reyes, who is of legal age,

single, attorney-at-law and resident of San Juan, Puerto Rico, and whose authority to represent Buyer in this public deed arises from the Certificate of Resolution of Buyer, signed by Eileen Sawyer, as Manager of Buyer, on November six (6), two thousand twenty-three (2023), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engines of the Department of State and the Office of Information Technology Services of the State of New York. I further certify that I have examined the original of the aforesaid Certificate of Resolution of Cabo Rojo Land Acquisition LLC, and that, in my opinion, it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law to authorize Ms. Fontánez Reyes to appear herein on behalf of Buyer. ------

---I, the Notary, do hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily ----------

----------**STATE AND AGREE**----------

---**FIRST:** Sellers are the owners in fee simple title ("*pleno dominio*"), and have the possession of the parcels of land described in the Spanish language as follows (hereinafter jointly referred to as, the "Property"): --

----------**PARCEL A**----------

---***"RUSTICA:*** *Parcela número ciento ocho (108) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas y en lindes: por el* ***NORTE****, con la parcela número ciento seis (106) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el* ***SUR****, con la parcela número ciento doce (112) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el* ***ESTE****, con la parcela número ciento siete (107) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el* ***OESTE****, con la parcela número sesenta y uno (61) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela.* ------

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---Parcel A is recorded at page 1 of volume 511 of Cabo Rojo, property number 18,842, Section of San Germán of the Registry of Property of Puerto Rico (the "Registry"). ----------

---Parcel A was acquired by Sellers, while being married to each other, pursuant to Deed Number Five (5), executed in Hatillo, Puerto Rico, on April twenty-seven (27), two thousand seven (2007), before Notary Myrta Estrella Nieves Blas, recorded at page 217 overleaf of volume 856 of Cabo Rojo, sixth (6th) inscription. The matrimony of Teodoro and Gisela was terminated and dissolved pursuant to a judgment issued on September twenty-nine (29), two thousand sixteen (2016) by the Puerto Rico Court of First Instance, Aguadilla Superior Part, under Case Number A DI2016-0358. Therefore, Teodoro and Gisela appear herein to sell, convey and transfer to Buyer their undivided participations in Parcel A. ----------

---The tax identification number ("*número de catastro*") assigned by the Municipal Revenue Collection Center ("CRIM") to Parcel A is 379-089-327-78-000.----------

---Parcel A is subject to the following liens and/or encumbrances: --------

---By its origin, Parcel A is free and clear of liens and encumbrances.----

---By itself, Parcel A is subject to: ----------

-----A) Restrictive Conditions constituted by Deed Number Seventy-Four (74), executed in Mayagüez, Puerto Rico, on November twenty (20), nineteen hundred seventy-four (1974), before Notary Juan Jesús Ramírez Rivera, recorded at page 1 of volume 511 of Cabo Rojo, Section of San Germán of the Registry, first (1st) inscription. ----------

-----B) Restrictive Covenants (*Servidumbres en Equidad*) constituted by Deed Number One Hundred Thirty-Three (133), executed in Mayagüez, Puerto Rico, on November twenty (20), two thousand three (2003), before Notary Luis Roberto Santos, recorded at the Public and Private Dossier ("*Legajo Público y Privado*") 12/2004 of Cabo Rojo, Section of

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San Germán of the Registry, recorded at page 217 of volume 856 of Cabo Rojo, third (3rd) inscription. ----------

---The Restrictive Conditions and Covenants described in A) and B) above, will be hereinafter referred to as, "Permitted Encumbrances".-----

-----C) Mortgage (the "Mortgage") to secure a promissory note in the principal sum of Five Hundred Fifty Thousand Dollars ($550,000), payable to Banco Popular de Puerto Rico or its order, with annual interest at the prime rate, payable on demand, constituted pursuant to Deed Number One Hundred Nineteen (119), executed in Hatillo, Puerto Rico, on April twenty seven (27), two thousand seven (2007), before Notary José Luis Báez Rivera, rectified by Deed Number Thirty-Four (34), executed in San Juan, Puerto Rico, on April twenty seven (27), two thousand nine (2009) before Notary José Luis Báez Rivera, recorded at the overleaf of page 217 of volume 856 of Cabo Rojo, Section of San Germán of the Registry, seventh (7th) and last inscription. ----------

---The Mortgage has been cancelled pursuant to Deed Number Three (3), of *Cancellation of Mortgage Note*, executed in San Juan, Puerto Rico on January ten (10) two thousand twenty-four (2023) before Notary Eric Milán Barreto, which will be filed at the Registry concurrently with the presentation of this Deed. ----------

----------**PARCEL B**----------

---"***RUSTICA:*** *Parcela número ciento trece (113) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas y en lindes: por el NORTE, con la parcela número ciento siete (107) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número ciento cuatro (104) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la sucesión Morales Díaz; y por el OESTE, con la parcela número ciento doce (112) y servidumbre de paso de diez (10) metros de ancho de los cuales cinco (5) pertenecen a esta parcela.*" ----------

---Parcel B is recorded at page 31 of volume 511 of Cabo Rojo, property number 18,847, Section of San Germán of the Registry. ----------

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---Parcel B was acquired by Sellers, while being married to each other, pursuant to Deed Number Five (5), executed in Hatillo, Puerto Rico, on April twenty-seven (27), two thousand seven (2007), before Notary Myrta Estrella Nieves Blas, recorded at page 133 overleaf of volume 843 of Cabo Rojo, sixth (6th) inscription. The matrimony of Teodoro and Gisela was terminated and dissolved pursuant to a judgment issued on September twenty-nine (29), two thousand sixteen (2016) by the Puerto Rico Court of First Instance, Aguadilla Superior Part, under Case Number A DI2016-0358. Therefore, Teodoro and Gisela appear herein to sell, convey and transfer to Buyer their undivided participations in Parcel B.----------

---The tax identification number ("*número de catastro*") assigned by the Municipal Revenue Collection Center ("CRIM") to Parcel A is 379-099-327-81-000.----------

---Parcel B is subject to the following liens and/or encumbrances: --------

---By its origin, Parcel B is free and clear of liens and encumbrances.----

---By itself, Parcel B is subject to: ----------

-----A) Restrictive Covenants (*Servidumbres en Equidad*) constituted by Deed Number One Hundred Thirty-Three (133), executed in Mayagüez, Puerto Rico, on November twenty (20), two thousand three (2003), before Notary Luis Roberto Santos, recorded at the Public and Private Dossier ("*Legajo Público y Privado*") 12/2004 of Cabo Rojo, Section of San Germán of the Registry, recorded at page 133 of volume 843 of Cabo Rojo, third (3rd) inscription. ----------

-----B) Mortgage (the "Mortgage") to secure a promissory note in the principal sum of Five Hundred Fifty Thousand Dollars ($550,000), payable to Banco Popular de Puerto Rico or its order, with annual interest at the prime rate, payable on demand, constituted pursuant to Deed Number One Hundred Eighteen (118), executed in Hatillo, Puerto Rico, on April twenty seven (27), two thousand seven (2007), before Notary

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José Luis Báez Rivera, rectified by Deed Number Thirty-Four (34), executed in San Juan, Puerto Rico, on April twenty seven (27), two thousand nine (2009) before Notary José Luis Báez Rivera, recorded at the overleaf of page 134 overleaf of volume 843 of Cabo Rojo, Section of San Germán of the Registry, seventh (7th) and last inscription. ---------

---The Mortgage has been cancelled pursuant to Deed Number Four (4), of *Cancellation of Mortgage Note*, executed in San Juan, Puerto Rico on January ten (10), two thousand twenty-four (2023) before Notary Eric Milán Barreto, which will be filed at the Registry concurrently with the presentation of this Deed. ----------

---The Restrictive Covenants described in A) above will also be considered a Permitted Encumbrance.----------



---**SECOND:** On October eighteen (18), two thousand twenty-two (2022), Sellers granted to Buyer's affiliate, PR Investco LLC ("PR Investco"), an option to purchase the Property, pursuant to Deed Number Twenty-One (21), of Option to Purchase Real Estate, executed in San Juan, Puerto Rico, before Notary María del Rosario Pujol Thompson (hereinafter, the "Deed of Option"). The term of the Option granted thereunder was extended by Deed Number Thirty-Nine (39), executed on July thirteen (13), two thousand twenty-three (2023) and Deed Number Forty-Six (46), executed on October thirty-one (31), two thousand twenty-three (2023), both before the aforementioned Notary, and was further extended by private instruments among Sellers, PR Investco and Buyer. The parties hereto acknowledge, confirm and agree that PR Investco has assigned to Buyer all of its rights and obligations under the Deed of Option, and that Buyer is the permitted assignee and successor of PR Investco thereunder.----------

----------**PURCHASE AND SALE**----------

---**THIRD:** Pursuant to the Deed of Option, Sellers hereby sell, convey and transfer fee simple title ("*pleno dominio*") to the Property and the

possession thereof to Buyer, and Buyer hereby purchases from Sellers fee simple title to the Property and the possession thereof, in accordance with the following ----------

----------**TERMS AND CONDITIONS**----------

-----One: The purchase price is the lump sum of **ONE MILLION SEVEN HUNDRED THOUSAND DOLLARS ($1,700,000)** (hereinafter, the "Purchase Price"). Of the Purchase Price, (i) the sum of ONE MILLION THREE HUNDRED THOUSAND DOLLARS ($1,300,000) corresponds to Parcel A; and (ii) the sum of FOUR HUNDRED THOUSAND DOLLARS ($400,000) corresponds to Parcel B.----------

-----Two: The Purchase Price is payable as follows: ----------

------(A) The sum of **ONE HUNDRED SEVENTY THOUSAND DOLLARS ($170,000)** was paid by Buyer to Sellers prior to the execution hereof, as security deposit under the Deed of Option, as amended and reinstated, which amount is being applied in its entirety to the Purchase Price. ----------

----------B. The sum of ONE MILLION FIVE HUNDRED THIRTY THOUSAND DOLLARS ($1,530,000) has been paid by Buyer to Sellers concurrently with the execution hereof, through manager's checks issued to the order of Sellers, and Sellers hereby acknowledge receipt thereof in form and substance acceptable to Buyer.----------

-----Three: Buyer shall be entitled to the immediate possession of the Property, without any additional formality, document or request. ---------

-----Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of Sellers and, thereafter, for the account of Buyer. ----------

-----Five: Sellers hereby deliver to Buyer fee simple title to the Property, vacant, and free and clear of all liens, encumbrances or defects, except for the Permitted Encumbrances.----------

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-----Six: Buyer specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) Sellers hereby sell and Buyer hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from Sellers or any of Sellers' agents, employees, members, representatives, attorneys or brokers (each such party, a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by Sellers to Buyer (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof, its facilities, soils, geology, and groundwater; (b) the dimensions, area, and size of the Property; (c) the development or income potential, or rights of or relating to the Property or the adequacy of the Property for any particular purpose, (d) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of Buyer or any other person to obtain any necessary governmental approvals, licenses, or permits for Buyer's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters regarding the operation of the Property. Buyer further acknowledges and agrees that

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Sellers are under no duty to make any inquiry regarding any matter that may or may not be known to Sellers or any Seller Affiliate. Upon execution of this public deed, Buyer shall assume the risk of adverse matters relating to adverse investigations, and Buyer, upon execution of this public deed, shall be deemed to have waived, relinquished and released Sellers and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which Buyer might have asserted or alleged or may assert or allege in the future against Sellers or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution of this deed. ----------

-----Seven: Sellers represent and warrant to Buyer that, to the best of Sellers' knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that, to the best of Sellers' knowledge, the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----Eight: The notarial fees, stamps on the original, stamps on the first certified copy, filing and recording rights of this Deed at the Registry will be paid by Buyer.----------

-----Nine: This Deed will be interpreted and governed in accordance with the laws of the Commonwealth of Puerto Rico. The appearing parties submit themselves to the exclusive jurisdiction of the Court of First Instance of the Commonwealth of Puerto Rico in the event of any litigation arising out of this Deed.----------

-----Ten: All notices to the parties pursuant to this Deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

----To SELLERS:----------

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------Teodoro Felipe Alfonzo Toledo ----------
------220 Urbanización Haciendas de Camuy ----------
------Camuy, PR 00627----------
------Electronic Mail: teodorydairy@gmail.com ----------

------Gisela Del Rosario Cordero Soto ----------
------220 Urbanización Haciendas de Camuy ----------
------Camuy, PR 00627----------
------Electronic Mail: giselacordero04@gmail.com ----------

------To BUYER:----------

------Cabo Rojo Land Acquisition LLC ----------
------733 Third Avenue ----------
------New York, NY 10017----------
------Attention: Eileen Sawyer----------
------Electronic Mail: roberto.ruiz@ccgc.com.do ----------

-----Eleven: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

-----Twelve: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the remaining provisions of this Deed will continue in full force and effect.----------

-----Thirteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver such documents or instruments, public or private, which may be necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any correction deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of Buyer, except that each party shall bear the fees of their respective counsel.----------

---**THIRD:** The Notary advises Buyer as to the importance of filing the corresponding property tax exemption and/or change of ownership Application before the CRIM, and to obtain, prior to the execution of this deed, a certification indicating whether any sums related to property

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taxes are owed by Sellers. Pursuant to applicable law, Buyer is responsible for filing at the CRIM the corresponding application for property tax exemption and /or change of ownership, within thirty (30) days from the date of execution hereof. Buyer hereby declares that it is fully aware of the aforementioned obligations and releases the undersigned Notary from this responsibility.----------

----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ---

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared relying on title abstracts prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstracts were prepared by Capital Title Services Inc. and are dated January nine (9), two thousand twenty-three (2023);----------

-----(c) that after the date of such title abstracts and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. The title abstracts are not a title insurance and reflect only the state of the Property in the Registry as of the date thereof.----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification; ----------

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

-----(e) of the right of the Buyer to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.;----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property;----------

-----(h) of the importance of recording a copy of this deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this deed is not recorded at the Registry;----------

-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property;----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations;----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its contents.----------

-----(l) of the need and consequences to the Sellers of filing the *Planilla Informativas Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles* with the Puerto Rico Treasury Department; and----------

-----(m) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et*

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

seq., is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Seller, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the seller and its agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed.----------

----------**READING, ACCEPTANCE AND EXECUTION** ----------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their initials on each page thereof.----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

---Signed, sealed, marked and flourished by the authorizing Notary, Jorge Antonio Morales Cordero. ----------

---Therein also appear the signature of the appearing parties and their initials on the margin of each page. The corresponding internal revenue stamps, legal assistant stamps and the notarial tax stamp are adhered thereon. ----------

---I, the Notary, CERTIFY that the foregoing is a true and exact copy of Deed Number One (1), which contains thirteen (13) pages (*folios*), the original of which forms part of my protocol of public instruments for the year two thousand twenty-four (2024). ----------

---IN WITNESS WHEREOF, and to deliver to Cabo Rojo Land Acquisition LLC, I issue the first certified copy, which I sign, seal, mark and flourish in San Juan, Puerto Rico, on January first (1st), two thousand twenty-four (2024). ----------

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

NOTARY







DEPARTAMENTO *de* JUSTICIA

ESTADO LIBRE ASOCIADO DE PUERTO RICO

CERTIFICACIÓN DEL NOTARIO QUE PRESENTA DOCUMENTO EN EL REGISTRO DE LA PROPIEDAD INMOBILIARIA DE PUERTO RICO POR LA VÍA TELEMÁTICA

CERTIFICO: Que la copia en formato PDF de la Escritura Núm. Uno (1) sobre "Purchase and Sale", autorizada por mí en San Juan el diez (10) de enero de dos mil veinticuatro (2024), que estoy presentando en esta fecha en el Registro de la Propiedad, es una copia fiel y exacta de la copia certificada de dicha escritura.

En San Juan, Puerto Rico, hoy diez (10) de enero de dos mil veinticuatro (2024).

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

Notario

---I HEREBY CERTIFY, that the first certified copy of the present deed was issued in favor of Buyer, at the same date and place of the execution thereof. I ATTEST. ----------

NOTARY

----------**DEED NUMBER TWENTY-EIGHT (28)** ----------

----------**PURCHASE AND SALE** ----------

---In San Juan, Puerto Rico, on September twenty-nine (29), two thousand twenty-three (2023).----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with residence and offices in San Juan, Puerto Rico.----------

----------**APPEAR**----------

---**AS PARTY OF THE FIRST PART: TORRES ROSA CONSULTING ENGINEERS P.S.C.** (hereinafter, "Seller"), a professional services corporation organized, existing and in good standing under the laws of the Commonwealth of Puerto Rico, represented herein by its authorized officers (i) PULLY ALFONSO TORRES ORTIZ, of legal age, married, engineer, and resident of Guaynabo, Puerto Rico; and (ii) RAFAEL ROSA CASTRO, of legal age, married, engineer and resident of Caguas, Puerto Rico, whose authority to represent Seller in this Deed arises from a Certificate of Corporate Resolution of Seller, executed in San Juan by Rafael Rosa Castro, as Secretary of Seller, on September twenty-seven (27), two thousand twenty three (2023), under affidavit six thousand six hundred seventy nine (6,679) of Notary Jaime F. Rodríguez Ortiz. ----------

---I hereby certify that I have examined the aforesaid Certificate of Resolution and that it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law, to authorize Messrs. Torres-Ortiz and Rosa-Castro to appear herein on behalf of Seller. ----------

---**AS THE PARTY OF THE SECOND PART: CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "Buyer"), a limited liability company organized, existing and in good standing under the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, GLADYS OMAYRA FONTÁNEZ REYES,

who is of legal age, single, attorney at law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this Deed arises from a Certificate of Resolution of Buyer signed by Eileen Sawyer, as Manager of Buyer, on September twenty-one (21), two thousand twenty-three (2023), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engines of the Department of State and the Office of Information Technology Services of the State of New York. I further certify that I have examined the aforesaid Certificate of Resolution of Buyer and that it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law, to authorize Ms. Fontánez Reyes to appear herein on behalf of Buyer.----------

---I hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective age, civil status, occupation and residence. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily,----------

----------**STATE AND AGREE**----------

---**FIRST:** Seller is the sole owner in fee simple title ("*pleno dominio*") and have the possession of the parcel of land described in the Spanish language as follows (hereinafter, the "Property"):----------

---"***RUSTICA:*** *Parcela marcada con el número treinta y siete (37), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de veinte mil cuatrocientos setenta y uno punto setecientos cuarenta y un metros cuadrados (20,471.741 m.c.), equivalentes a cinco punto doscientas ocho (5.208) cuerdas. En lindes, por el NORTE, con servidumbre de paso de trece (13) metros de ancho a ser dedicada a uso público; por el SUR, con la parcela setenta y tres (73); por el ESTE, con la parcela veintinueve (29); y por el OESTE, con la parcela cuarenta y uno (41).*"----------

---The Property is identified in the Registry of Property of Puerto Rico (the "Registry") as property number 18,789, recorded at page 283 of volume 509 of Cabo Rojo, San Germán section of the Registry.----------

---The tax identification number ("*número de catastro*") assigned to the

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Property by the Municipal Revenues Collection Center ("CRIM") is 402-007-327-12-000. ----------

---The Property was acquired by Seller pursuant to Deed Number Twelve (12), executed in Cabo Rojo, Puerto Rico, on April thirty (30), two thousand ten (2010), before Notary Osvaldo Ortiz Medina, recorded at page 164 of volume 864 of Cabo Rojo, eighth (8th) inscription.----------

----------**LIENS AND ENCUMBRANCES** ----------

---By its origin and by itself, the Property is free and clear of liens and encumbrances.----------

---**SECOND:** On March twenty-four (24), two thousand twenty-three (2023), Seller granted to Buyer's affiliate, PR INVESTCO LLC ("PR Investco"), an option to purchase the Property, pursuant to Deed Number Twenty-One (21) of Option to Purchase Real Estate, executed in San Juan, Puerto Rico, before Notary María del Rosario Pujol Thompson (hereinafter, the "Deed of Option"). The parties hereto acknowledge and agree that PR Investco has assigned to Buyer all of its rights and obligations under the Deed of Option, and that Buyer is the permitted assignee and successor of PR Investco thereunder.----------

----------**PURCHASE AND SALE**----------

---**THIRD:** In accordance with the Deed of Option, Seller hereby sells, conveys and transfers fee simple title ("*pleno dominio*") to the Property and the possession thereof to Buyer, and Buyer hereby purchases from Seller fee simple title ("*pleno dominio*") to the Property and the possession thereof, in accordance with the following----------

----------**TERMS AND CONDITIONS**----------

-----One: The purchase price of the Property is the lump sum of **SEVEN HUNDRED SIXTY THOUSAND DOLLARS ($760,000)** (hereinafter the "Purchase Price"). The Purchase Price is not subject or conditioned to an appraisal report or survey, and Seller shall have no obligation to adjust or reduce the Purchase Price as a result of any appraisal report(s) or survey(s) obtained by Buyer or anybody else. ----------

JORGE A. MORALES CORDERO ABOGADO NOTARIO

RRC

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-----Two: The Purchase Price has been paid as follows: ----------

----------A. The sum of THIRTY-EIGHT THOUSAND DOLLARS ($38,000) was paid by Buyer to Seller simultaneously with the execution of the Deed of Option, which amount is being applied in its entirety to the Purchase Price.----------

----------B. The sum of SEVEN HUNDRED TWENTY-TWO THOUSAND DOLLARS ($722,000) has been paid by Buyer to Seller simultaneously with the execution hereof, and Seller hereby acknowledges receipt thereof. ----------

-----Three: Buyer shall be entitled to the immediate possession of the Property, without any additional formality, document or request. ---------

-----Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of Seller and, thereafter, for the account of Buyer.----------

-----Five: Seller hereby delivers to Buyer fee simple title to the Property, vacant, and free and clear of all liens, encumbrances or defects. ----------

-----Six: Buyer specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) Seller hereby sells and Buyer hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from Seller or any of Seller's agents, employees, members, representatives, attorneys or brokers (each such party, a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by Seller to Buyer (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof, its facilities, soils, geology, and groundwater; (b) the

JORGE A. MORALES CORDERO ABOGADO NOTARIO

6.D.F.R.

dimensions, area, and size of the Property; (c) the development or income potential, or rights of or relating to the Property or the adequacy of the Property for any particular purpose, (d) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of Buyer or any other person to obtain any necessary governmental approvals, licenses, or permits for Buyer's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters regarding the operation of the Property. Buyer further acknowledges and agrees that Seller is under no duty to make any inquiry regarding any matter that may or may not be known to Seller or any Seller Affiliate. Upon execution of this public deed, Buyer shall assume the risk of adverse matters relating to adverse investigations, and Buyer, upon execution of this public deed, shall be deemed to have waived, relinquished and released Seller and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which Buyer might have asserted or alleged or may assert or allege in the future against Seller or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution of this deed. ----------

-----Seven: Seller represents and warrants to Buyer that, to the best of Seller's knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that, to the best of Seller's

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

knowledge, the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----Eight: The notarial fees, stamps on the original, stamps on the first certified copy, filing and recording rights of this Deed at the Registry will be paid by Buyer.----------

-----Nine: This Deed will be interpreted and governed in accordance with the laws of the Commonwealth of Puerto Rico. The appearing parties submit themselves to the exclusive jurisdiction of the Court of First Instance of the Commonwealth of Puerto Rico in the event of any litigation arising out of this Deed.----------

-----Ten: All notices to the parties pursuant to this Deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

----TO SELLER:----------

------TORRES ROSA CONSULTING ENGINEERS, PSC----------
------PO BOX 9023763 ----------
------San Juan, Puerto Rico 00902 ----------
------Attention: Pully A. Torres Ortíz and Rafael Rosa Castro ----------
------Electronic Mail: ptorres@trcepr.com----------

----TO BUYER:----------

------CABO ROJO LAND ACQUISITION LLC----------
------733 Third Avenue ----------
------New York, NY 10017----------
------Attention: Eileen Sawyer ----------
------Electronic Mail: roberto.ruiz@ccgc.com.do----------

-----Eleven: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

-----Twelve: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the remaining provisions of this Deed will continue in full force and effect.----------

-----Thirteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver such documents or instruments, public or private, which may be necessary and/or required to correct any omission or matter that may

JORGE A. MORALES CORDERO ABOGADO NOTARIO

RRC

G.D.F.R.

need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any correction deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of Buyer, except that each party shall bear the fees of their respective counsel.----------

---**THIRD:** The Notary advises Buyer as to the importance of filing the corresponding property tax exemption and/or change of ownership Application before the CRIM, and to obtain, prior to the execution of this deed, a certification indicating whether any sums related to property taxes are owed by Seller. Pursuant to applicable law, Buyer is responsible for filing at the CRIM the corresponding application for property tax exemption and /or change of ownership, within thirty (30) days from the date of execution hereof. Buyer hereby declares that it is fully aware of the aforementioned obligations and releases the undersigned Notary from this responsibility.----------

----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ---

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstract was prepared by Capital Title Services Inc., and dated August thirty-one (31), two thousand twenty-three (2023);----------

-----(c) that after the date of such title abstract and before the presentation

JORGE A. MORALES CORDERO ABOGADO NOTARIO

JRC

G.O.F.R.

for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry as of the date of the title abstract.----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification; ----------

-----(e) of the right of the Buyer to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.; ----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property; ----------

-----(h) of the importance of recording a copy of this deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this deed is not recorded at the Registry; ----------

-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property; ----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations;----------

-----(k) that the appearing parties have the right to read this public

JORGE A. MORALES CORDERO ABOGADO NOTARIO

6.D.F.R.

instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its contents. ----------

-----(l) of the need and consequences to the Seller of filing the *Planilla Informativas Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles* with the Puerto Rico Treasury Department; and ----------

-----(m) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et seq.*, is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Seller, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the seller and its agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed.----------

----------**READING, ACCEPTANCE AND EXECUTION** ---------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

6.2 F.R.

the appearing parties signed this Deed before me, and affixed their initials on each page thereof. ----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

G.D.F.R.


Boqueron
Bay
Balneario Publico
de Boqueron
Refugio De Vida
Silvestre de Boqueron
Caño
Boqueron
Los Pozos
Beach
El Combate
Corozo
Refugio Nacional
De Vida Silvestre de Cabo Rojo



NORTH

0 80 160 240

GRAPHIC SCALE 1: 4000

ALVAREZ-DIAZ & VILLALÓN
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Puerto Rico Convention Center District
The Hub 200 Convention Boulevard Suite 201
San Juan, PR 00907
P (787) 754-1381
alvarezdiazvillalon.com
info@advfirm.com

CONSULTANT

Kimley»Horn
Puerto Rico, LLC.
MILLENIUM PARK PLAZA, SUITE 435, 15 CALLE 2
GUAYNABO, PUERTO RICO, 00968
PHONE: 787-782-5050
WWW.KIMLEY-HORN.COM

OWNER

SEAL

PROJECT INFORMATION

PR3750000

ESENCIA

CABO ROJO

PUERTO RICO

5/22/2024

REVISIONS

NO.	DESCRIPTION	DATE

DATE ISSUED:	02/2024
REVIEWED BY:	JR
DRAWN BY:	JL
DESIGNED BY:	JR
PROJECT NUMBER:	PR3750000

SHEET TITLE

PROPOSED OFFSITE ROADWAY INTERSECTIONS

SHEET ID

EX-1

SCHEMATIC DESIGN



NORTH

0 6 12 18

GRAPHIC SCALE 1:300

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PHONE: 787-782-5050
WWW.KIMLEY-HORN.COM

OWNER

SEAL

PROJECT INFORMATION

PR3750000
ESENCIA
CABO ROJO
PUERTO RICO

5/22/2024

REVISIONS

NO.	DESCRIPTION	DATE

DATE ISSUED:	02/2024
REVIEWED BY:	JR
DRAWN BY:	JL
DESIGNED BY:	JR
PROJECT NUMBER:	PR3750000

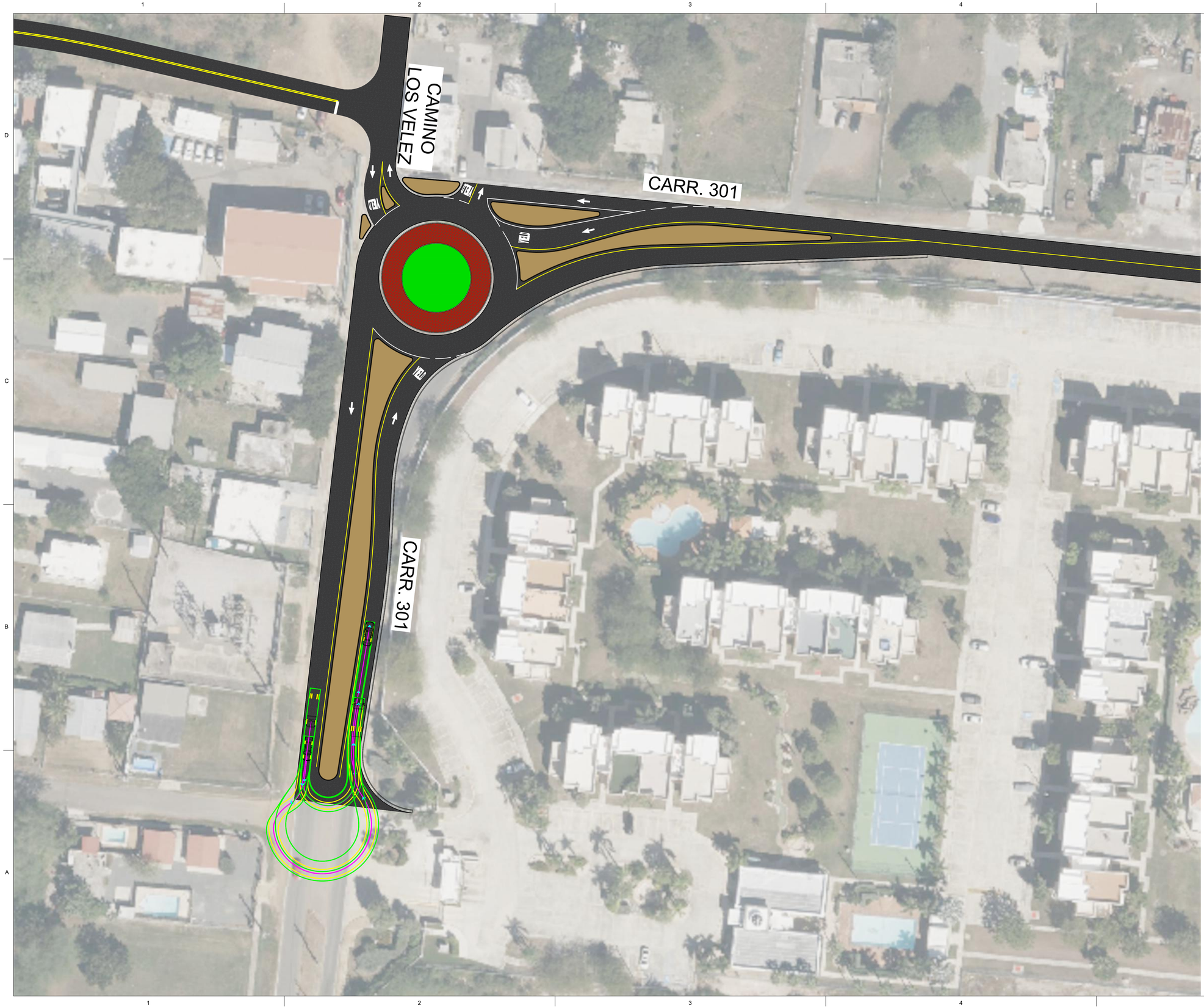
SHEET TITLE

PROPOSED OFFSITE ROADWAY INT. #1

SHEET ID

EX-2

SCHEMATIC DESIGN



NORTH

0 8 16 24

GRAPHIC SCALE 1: 400

ALVAREZ-DIAZ & VILLALÓN
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CONSULTANT

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PHONE: 787-782-5050
WWW.KIMLEY-HORN.COM

OWNER

SEAL

PROJECT INFORMATION

PR3750000

ESENCIA

CABO ROJO

PUERTO RICO

5/22/2024

REVISIONS

NO.	DESCRIPTION	DATE

DATE ISSUED:	02/2024
REVIEWED BY:	JR
DRAWN BY:	JL
DESIGNED BY:	JR
PROJECT NUMBER:	PR3750000

SHEET TITLE

PROPOSED OFFSITE ROADWAY INT. #2

SHEET ID

EX-3

SCHEMATIC DESIGN



NORTH

0 6 12 18

GRAPHIC SCALE 1:300

AD&V
ALVAREZ-DIAZ & VILLALÓN
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OWNER

SEAL

PROJECT INFORMATION

PR3750000

ESENCIA

CABO ROJO

PUERTO RICO

5/22/2024

REVISIONS

NO.	DESCRIPTION	DATE

DATE ISSUED:	02/2024
REVIEWED BY:	JR
DRAWN BY:	JL
DESIGNED BY:	JR
PROJECT NUMBER:	PR3750000

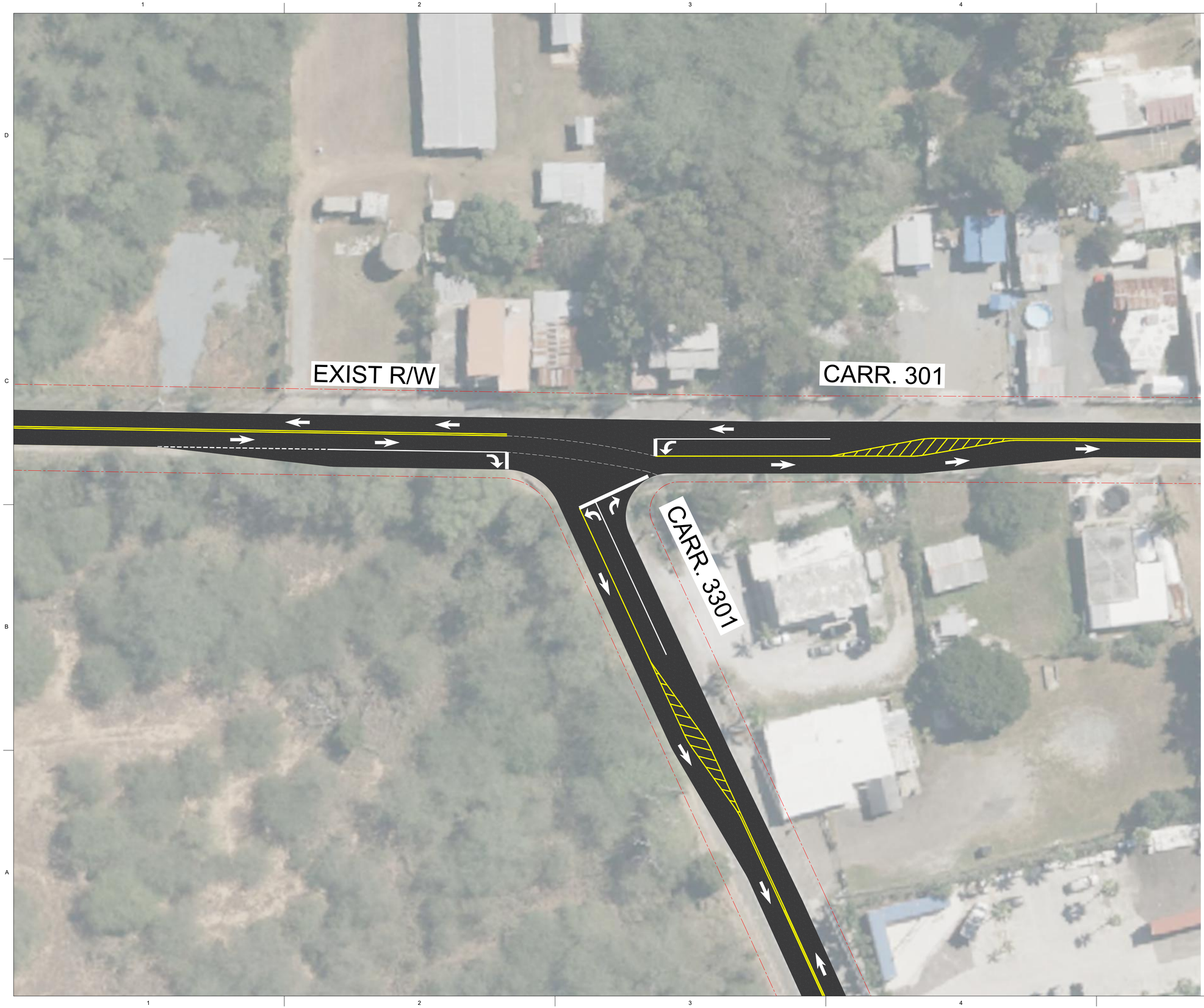
SHEET TITLE

PROPOSED OFFSITE ROADWAY INT. #3

SHEET ID

EX-4

SCHEMATIC DESIGN



NORTH

0 6 12 18

GRAPHIC SCALE 1: 300

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GUAYNABO, PUERTO RICO, 00968
PHONE: 787-782-5050
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SEAL

PROJECT INFORMATION

PR3750000

ESENCIA

CABO ROJO

PUERTO RICO

5/22/2024

REVISIONS

NO.	DESCRIPTION	DATE

DATE ISSUED:	02/2024
REVIEWED BY:	JR
DRAWN BY:	JL
DESIGNED BY:	JR
PROJECT NUMBER:	PR3750000

SHEET TITLE

PROPOSED OFFSITE ROADWAY INT. #4

SHEET ID

EX-5

SCHEMATIC DESIGN

Nombre del Proyecto	Esencia
Fecha	05.23.2024
Re:	Memorial Explicativo | SRI DTOP

INFORMACIÓN GENERAL DEL PROYECTO	
Descripción Del Solar	*Cabo Rojo Land Acquisition LLC adquirió el título y/u opciones de adquirir título de múltiples parcelas de terreno localizadas en la Carr. Estatal PR-301, Km 10.05 del Barrio Boquerón en el Municipio de Cabo Rojo, Puerto Rico. Los predios tienen una cabida superficial total de aproximadamente 6,088,514 metros cuadrados, equivalentes a 1,549 cuerdas (en adelante referidos como la "Propiedad" o "los terrenos"). Los terrenos tienen acceso a través de la Carretera Estatal PR-301, Km 10.05 del Municipio de Cabo Rojo.*

DUEÑO Y PROPONENTE	
Nombre:	Cabo Rojo Land Aquisition LLC
Representante Autorizado:	Gladys Fontanez
Dirección:	361 San Francisco Street, Suite 4, San Juan, PR, 00901
Teléfono:	(787) 723-8756
DESARROLLADOR	
Nombre:	Three Rules Capital
Representante Autorizado:	Roberto Ruiz
Dirección:	250 Avenida Muñoz Rivera , Suite 440, San Juan, PR 00928
Teléfono:	(787) 367-5708
PROYECTISTA	
Nombre:	Alvarez-Diaz & Villalon® (ADVision, PSC)
Representante Autorizado:	Arq. Ricardo Alvarez-Diaz
Dirección:	PO Box 16318, San Juan PR 00908-6318
Teléfono:	(787) 754-1381
Email:	permits@aldivi.com

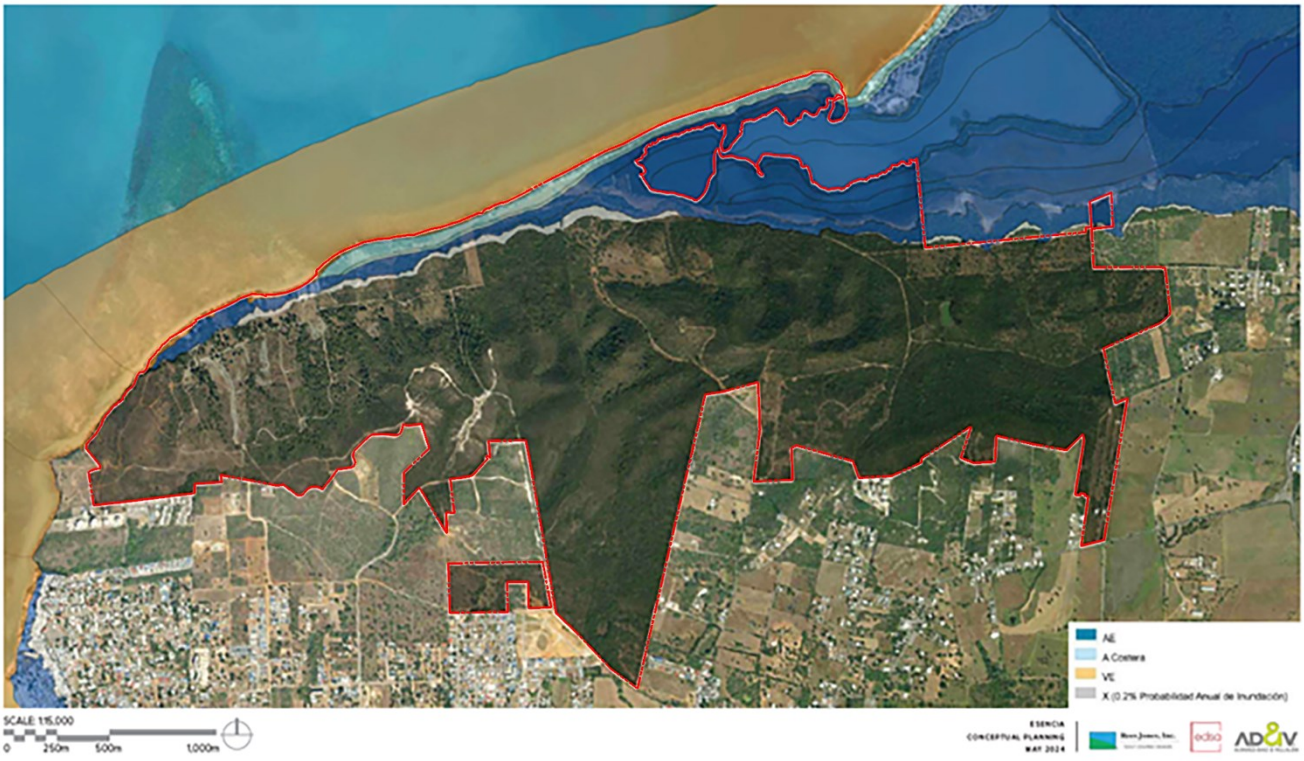
PROPIEDADES & TITULARIDAD

Se incluye como Anejo #1 un listado de las parcelas que componen el proyecto propuesto, que incluye: cabidas, coordenadas, números de catastro, calificaciones, clasificaciones, zona de inundabilidad y datos registrales.

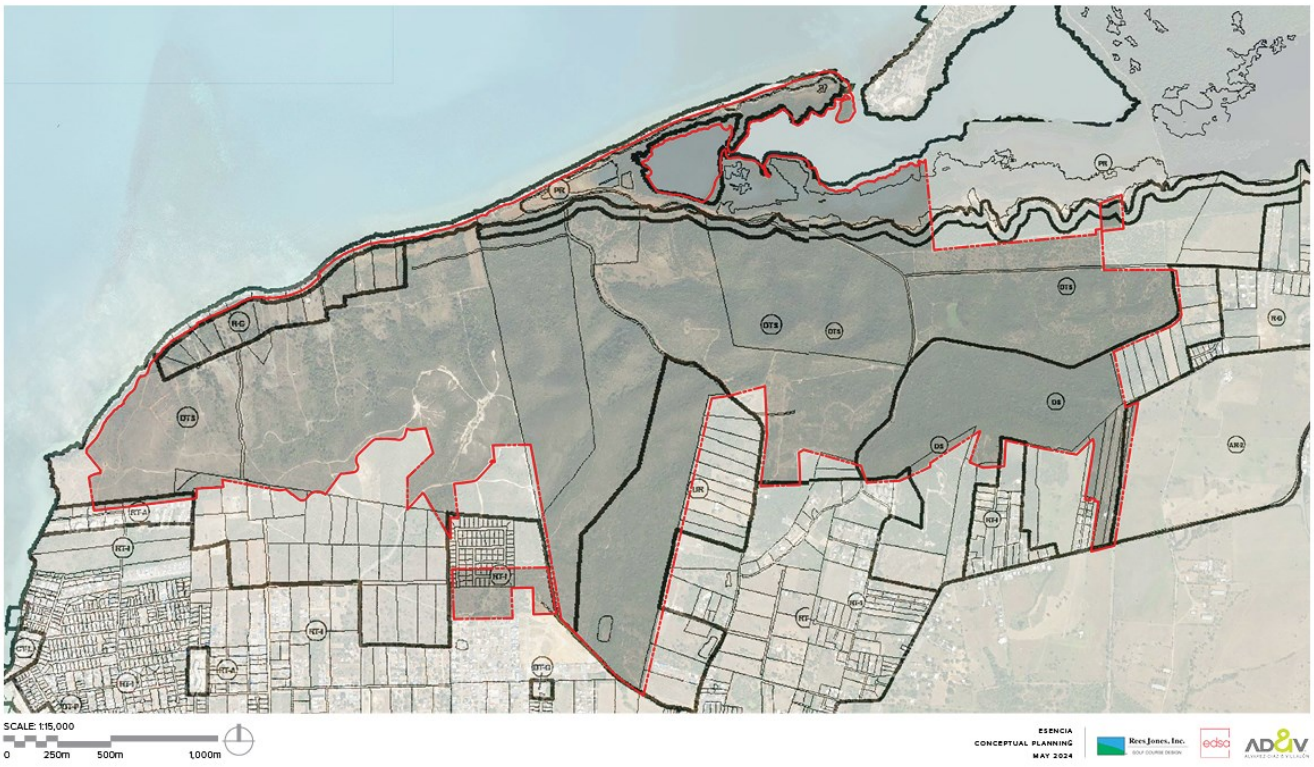
LOCALIZACION DEL PROYECTO, Figura 1



MAPA DE INUNDABILIDAD, Figura 2



MAPA ZONA DE INTERES TURISTICO CABO ROJO, Figura 3



DESCRIPCIÓN GENERAL DEL PROYECTO PROPUESTO

Cabo Rojo Land Acquisition, LLC (en adelante el "Proponente") propone un desarrollo turístico-residencial en el Municipio de Cabo Rojo (en adelante "Esencia" o el "Proyecto") que está compuesto por 81 parcelas con una cabida total de 1,549 cuerdas (6,088,514 metros cuadrados) (Ver Figura 1). La topografía de los terrenos muestra cambios en elevación desde un mínimo de 1 metro hasta un máximo de 107 metros sobre el nivel del mar y, en su mayoría, quedan fuera del nivel de inundabilidad establecido por los mapas ABFE del 2018 (Ver Figura 2). Los terrenos objeto de desarrollo están calificados como DTS, R-G, DS y UR; clasificados como SUNP, SRC, SREP; y figuran dentro de la Zona Especial Sobrepuesta de Interés Turístico de Cabo Rojo (Ver Figura 3).

La Propiedad colinda por el Norte con el Mar Caribe y el Caño Boquerón, y por el Sur, Este y Oeste con desarrollos residenciales unifamiliares y multifamiliares, áreas no desarrolladas y la Carretera Estatal PR-301. El Proyecto contará con tres puntos de acceso, siendo los dos principales a través de la Carretera Estatal PR-301 y uno secundario a través del Camino Monte Carlo.

En el contexto inmediato del Proyecto existen numerosas áreas de interés turístico, que incluyen: el Balneario Público de Boquerón; el Poblado de Boquerón; el Club Náutico de Boquerón; variedad de comercios; restaurantes; hoteles; paradores; y propiedades residenciales utilizadas como alojamientos a corto plazo; entre otras. El Proyecto además se ubica cercano a áreas de atractivos naturales como lo son: el Refugio de Vida Silvestre de Boquerón; la Playa El Combate; y otros puntos de interés que sirven al público turístico que frecuenta el área.

En la actualidad, la mayoría de los terrenos no están desarrollados, con algunos usos no consolidados tales como: glamping; área para vehículos recreativos (RV Park); y estructuras abandonadas que fueron utilizadas previamente como

residencias unifamiliares. De igual manera, los terrenos no desarrollados son utilizados por grupos y organizaciones externas para hacer carreras de ciclismo de montaña, carreras de vehículos todoterreno y senderismo.

Es importante señalar que como parte del Proyecto se contemplan varias parcelas que al presente no pertenecen a Cabo Rojo Land Acquisition, LLC, pero que se vislumbran si lo sean en el futuro, ello sujeto a las negociaciones con varios de sus actuales propietarios. De no adquirirse dichas parcelas ello no impediría el desarrollo del Proyecto según representado en el plano conceptual presentado en el Anejo 2, en el que se identifican estas parcelas, mostrándolas en su estado actual y garantizando sus accesos a través de las vías propuestas.

No obstante, y debido a que dichas parcelas podrían formar del Proyecto, se incluye como Anejo 3 un plano conceptual en el que se incluyen todas estas parcelas como parte del desarrollo propuesto y que fueron evaluadas por el equipo técnico contratado por Cabo Rojo Land Acquisition, LLC. Por lo tanto, esta solicitud basa su programa y sus análisis de demanda a base de la versión más abarcadora del Proyecto según representado en el Anejo 3, esto para asegurar que las recomendaciones aquí solicitadas evalúen el impacto de la totalidad de la acción propuesta.

Cónsono con lo anterior, el plano conceptual del Proyecto (Anejo 3) propone usos hoteleros, de recreación y turístico-residenciales, siendo cónsonos con los usos existentes en el sector. Específicamente, se propone el desarrollo de: 530 unidades de hotel; 1,132 residencias turísticas unifamiliares y multifamiliares; una escuela con 500 unidades de vivienda para estudiantes; áreas recreativas; campos de golf; áreas de servicio médico; áreas comerciales y de entretenimiento; áreas de agricultura; y áreas de servicio e infraestructura. El Proyecto incluye además cuatro accesos públicos vehiculares a la playa con instalaciones sanitarias, apoyo para actividades públicas recreativas como el senderismo, observación de aves y ciclismo de montaña, y dos centros de actividades (*Towncenters*), donde se proveerá espacio para comercios y servicios, estableciendo ofertas gastronómicas, recreativas, culturales, religiosas y otros servicios esenciales para la comunidad en general.

El concepto de desarrollo y planificación de Esencia se basa en 5 principios fundamentales de protección y mejora de los recursos naturales, entre ellos: la protección de la zona costera para promover resiliencia; la protección de corredores de drenaje natural; la preservación de áreas con pendientes mayores de 30%; la protección de zonas de mangle; y la protección y mejora de áreas de humedales; entre otras.

Por último, Esencia se presenta como un desarrollo de baja densidad, ya que ocupará menos del 25% del total de los terrenos, de los cuales un 15% será ocupado por huellas de edificios y 10% por calles de acceso y otros componentes de infraestructura. El restante 75% de los terrenos objeto de desarrollo se propone como áreas verdes, incluyendo amplias áreas de paisajismo, dos campos de golf y áreas a designarse como zonas de conservación.

El Proyecto se dividirá en 19 componentes a desarrollarse en fases, según descritos a continuación:

COMPONENTE 1	
Cabida Propuesta:	200.34 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	50 habitaciones de hotel 90 residencias turísticas entre 4 a 8 habitaciones
Unidades Básicas de Vivienda Estimadas:	20 UBV : Habitaciones de Hotel 132 UBV: Residencias Turísticas
Área Neta Estimada Comercial:	10,000 pies cuadrados

Área Neta Estimada de Restaurantes:	7,800 pies cuadrados

COMPONENTE 2	
Cabida Propuesta:	128.18 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	110 habitaciones de hotel 224 residencias turísticas entre 2 a 8 habitaciones
Unidades Básicas de Vivienda Estimadas:	44 UBV : Habitaciones de Hotel 257.6 UBV: Residencias Turísticas
Área Neta Estimada Comercial:	25,000 pies cuadrados
Área Neta Estimada de Restaurantes:	16,000 pies cuadrados

COMPONENTE 3	
Cabida Propuesta:	184.77 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	120 habitaciones de hotel 186 residencias turísticas entre 2 a 8 habitaciones
Unidades Básicas de Vivienda Estimadas:	48 UBV : Habitaciones de Hotel 254 UBV: Residencias Turísticas
Área Neta Estimada Comercial:	25,000 pies cuadrados
Área Neta Estimada de Restaurantes:	6,614 pies cuadrados

COMPONENTE 4	
Cabida Propuesta:	11.27 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	20 habitaciones de hotel 10 residencias turísticas de un máximo de 5 habitaciones
Unidades Básicas de Vivienda Estimadas:	8 UBV : Habitaciones de Hotel 14 UBV: Residencias Turísticas
Área Neta Estimada Comercial:	2,000 pies cuadrados
Área Neta Estimada de Restaurantes:	7,200 pies cuadrados

COMPONENTE 5	
Cabida Propuesta:	435.97 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	200 habitaciones de hotel 292 residencias turísticas entre 2 a 8 habitaciones
Unidades Básicas de Vivienda Estimadas:	80 UBV : Habitaciones de Hotel 429 UBV: Residencias Turísticas

Área Neta Estimada Comercial:	35,000 pies cuadrados
Área Neta Estimada de Restaurantes:	30,500 pies cuadrados

COMPONENTE 6	
Cabida Propuesta:	38.33 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	30 habitaciones de hotel 16 residencias turísticas de un máximo de 5 habitaciones
Unidades Básicas de Vivienda Estimadas:	12 UBV : Habitaciones de Hotel 22.4 UBV: Residencias Turísticas
Área Neta Estimada de Restaurantes	4,500 pies cuadrados

COMPONENTE 7 | WEST TOWNCENTER	
Cabida Propuesta:	13.13 cuerdas
Usos Propuestos:	Comercial + Cultural + Entretenimiento + Residencial + Oficinas + Medico + Institucional
Unidades Propuestas:	80 apartamentos entre 1 a 4 habitaciones
Unidades Básicas de Vivienda Estimadas:	70 UBV
Área Neta Estimada Comercial & Usos Relacionados:	140,000 pies cuadrados
Área Neta Estimada de Restaurantes:	28,600 pies cuadrados
Área Neta Estimada de Oficinas:	45,000 pies cuadrados

COMPONENTE 8 | GOLF A	
Cabida Propuesta:	218.8 cuerdas
Usos Propuestos:	Recreativo (Campo de Golf) + Casa Club + Residencias Turísticas
Unidades Propuestas:	16 residencias turísticas de un máximo de 4 habitaciones
Unidades Básicas de Vivienda Estimadas:	19.2 UBV
Área Neta Estimada Comercial:	25,000 pies cuadrados
Área Neta Estimada de Restaurantes:	8,000 pies cuadrados

COMPONENTE 9 | GOLF B	
Cabida Propuesta:	169.5 cuerdas
Usos Propuestos:	Recreativo (Campo de Golf) + Casa Club
Área Neta Estimada Comercial:	30,000 pies cuadrados

Área Neta Estimada de Restaurantes:	10,000 pies cuadrados

COMPONENTE 10 | CLUB DEPORTIVO	
Cabida Propuesta:	28.84 cuerdas
Usos Propuestos:	Recreativo (Club Deportivo) + Comercial
Área Neta Estimada Comercial:	8,000 pies cuadrados
Área Neta Estimada de Restaurante:	5,200 pies cuadrados

COMPONENTE 11 | ESCUELA	
Cabida Propuesta:	8.13 cuerdas
Usos Propuestos:	Educativo
Unidades Propuestas:	500 dormitorios
Unidades Básicas de Vivienda Estimadas:	200 UBV

COMPONENTE 12 | CLUB DE PLAYA	
Cabida Propuesta:	10.41 cuerdas
Usos Propuestos:	Recreativo (Club de Playa) + Residencias Turísticas
Unidades Propuestas:	6 residencias turísticas entre 2 y 4 habitaciones
Unidades Básicas de Vivienda Estimadas:	6 UBV
Área Neta Estimada Comercial:	12,000 pies cuadrados
Área Neta Estimada de Restaurantes:	13,000 pies cuadrados

COMPONENTE 13 | COMUNIDAD DE ARTISTAS	
Cabida Propuesta:	28.11 cuerdas
Usos Propuestos:	Residencias Turísticas + Comercial
Unidades Propuestas:	16 residencias turísticas de 1 habitación
Unidades Básicas de Vivienda Estimadas:	9.6 UBV
Área Neta Estimada Comercial:	10,000 pies cuadrados

COMPONENTE 14 | EAST TOWNCENTER	
Cabida Propuesta:	6.72 cuerdas
Usos Propuestos:	Comercial + Entretenimiento + Residencial + Oficinas
Unidades Propuestas:	52 apartamentos entre 2 a 4 habitaciones
Unidades Básicas de Vivienda Estimadas:	49.6 UBV
Área Neta Estimada Comercial:	16,500 pies cuadrados

Área Neta Estimada de Restaurantes:	19,000 pies cuadrados
Área Neta Estimada de Oficina:	15,000 pies cuadrados

COMPONENTE 15 | CENTRO DE TRAUMA	
Cabida Propuesta:	8.39 cuerdas
Usos Propuestos:	Médico
Área Neta Estimada Servicios Médicos:	28,000 pies cuadrados

COMPONENTE 16 | INFRAESTRUCTURA	
Cabida Propuesta:	43.29 cuerdas
Usos Propuestos:	Infraestructura & Servicios

COMPONENTE 17 | RESIDENCIAS PARA EMPLEADOS	
Cabida Propuesta:	4.85 cuerdas
Usos Propuestos:	Residencial
Unidades Propuestas:	144 apartamentos de 2 habitaciones
Unidades Básicas de Vivienda Estimadas:	115 UBV

COMPONENTE 18 | VIAS PRINCIPALES & ACCESOS	
Cabida Propuesta:	97.96 cuerdas
Usos Propuestos:	Vías & Accesos

COMPONENTE 19 | AREAS DE CONSERVACION	
Cabida Propuesta:	407.38 cuerdas
Usos Propuestos:	Conservación

El Proyecto se propone desarrollar mediante seis fases, con fechas estimadas de finalización de construcción según descritas a continuación:

FECHA ESTIMADA DE FINALIZACION DE CONSTRUCCION	COMPONENTE	USOS PROPUESTOS
2027	Componente 2	Hotel + Residencias Turísticas
	Componente 8	Campo de Golf A
	Componente 10	Club de Deportes
	Componente 11	Escuela
	Componente 12	Club de Playa
	Componente 15	Centro de Trauma
	Componente 16	Infraestructura
	Componente 17	Residencias para Empleados
	Componente 18	Vías Principales & Accesos

2028	Componente 1	Hotel + Residencias Turísticas
	Componente 3	Hotel + Residencias Turísticas
	Componente 14	*East Towncenter*
	Componente 6	Hotel + Residencias Turísticas
2029	Componente 4	Hotel + Residencias Turísticas
	Componente 7	*West Towncenter*
	Componente 13	Comunidad de Artistas
2030	Componente 5	Hotel + Residencias Turísticas
	Componente 9	Campo de Golf B
-	Componente 19	Áreas de Conservación

INFRAESTRUCTURA

El Proyecto propone la construcción de facilidades centralizadas privadas de infraestructura y utilidades como fuentes primarias para satisfacer las demandas del Proyecto, incluyendo y no limitado a lo siguiente: pavimentación de caminos existentes; creación de vías nuevas; puntos de acceso públicos y privados; sistema de recolección, tratamiento y disposición de aguas usadas; sistema solar de generación y distribución de electricidad; sistema de tratamiento y distribución de agua potable; y facilidades de distribución de telecomunicaciones. No obstante, el Proyecto propone conexión a las facilidades existentes en el sector a ser utilizadas como fuentes secundarias, de acuerdo con las recomendaciones de las agencias envueltas. Por tanto, las facilidades por proveerse para el Proyecto estarán sujetas a las condiciones y/o recomendaciones hechas por las diferentes agencias estatales y federales concernidas.

TRAMITE SOLICITADO

- DTOP-Departamento de Transportación y Obras Públicas

  Se solicita de esta agencia aquellas recomendaciones correspondientes a los 19 componentes del plano conceptual presentado que permitan desarrollar el diseño del Proyecto para obtener eventualmente su aprobación.

  El Proyecto contará con tres puntos de accesos; dos de ellos se considerarán como acceso principal y el tercero como un acceso secundario. El primer acceso principal de este proyecto se encontrará ubicado en la Carretera Estatal PR-301, específicamente en las coordenadas: X: 122304.9639, Y: 217404.5251. En este acceso se propone un ensanché de la Carretera Estatal PR-301 para acomodar carriles exclusivos de virajes y para acomodar el tráfico que entrará y saldrá del Proyecto. El segundo acceso principal que se propone se conectará en la intersección entre la Carretera Estatal PR-301 y el Camino Los Velez, específicamente en las coordenadas X: 119987.6995 y Y: 216847.1635. Este acceso se proveerá por medio de una carretera de dos carriles (uno en cada dirección).

  El acceso secundario se conectará al Camino Monte Carlo específicamente en las coordenadas X: 122361.2974, Y: 218695.1287. Este acceso se proveerá por medio de una carretera de dos carriles (uno en cada dirección).

Se estima que serán necesarias mejoras a la intersección entre Camino los Vélez y la Carretera Estatal PR-301. En estas mejoras se propone una rotonda en la intersección que conecta ambas carreteras. En adición, también se propone unas mejoras a la intersección entre la Carretera Estatal PR-301 y la Carretera 3301. En esta intersección se propone el ensanche de los carriles para acomodar carriles exclusivos de viraje. Se incluye como Anejo 4 un plano conceptual detallando preliminarmente estas mejoras.

REGLAMENTOS APLICABLES

- Reglamento Conjunto Para la Evaluación y Expedición de Permisos Relacionados al Desarrollo, Uso de Terrenos y Operación de Negocios (2023)
- Reglamento de Sobre Áreas Especiales de Peligro a Inundación (Reglamento de Planificación Núm. 13) y National Flood Insurance Program (NFIP)
- International Building Code 2018
- International Fire Code 2018
- Puerto Rico Building Code 2018
- American with Disabilities Act
- American Society of Civil Engineer ASCE 24 & 7
- Puerto Rico Law 218-2008 Control and Prevention of the Lighting Pollution of Puerto Rico
- PR EQB 2014: Regulation to Control and Prevent Light Contamination

ANEJOS

- ANEJO 1: Tabla de Análisis de Propiedades
- ANEJO 2: Presentación de Proyecto Esquemático
- ANEJO 3: Presentación de Proyecto Esquemático
- ANEJO 4: Plano de Sitio Identificando la localización preliminar de las facilidades propuestas

ANEJO 1:
Tabla de Análisis de Propiedades

San Juan | The Hub - 200 Convention Blvd., Suite 201, San Juan, PR 00907 | 787.754.1381
New York | 641 Lexington Ave., 13th FL, Suite 1326, New York, NY 10022 | 212.271.5280
Miami | 1221 Brickell Ave., Suite 900, Miami, FL 33131 | 305.995.8299
info@advfirm.com | alvarezdiazvillalon.com

PROPIEDADES									
			CABIDA		COORDENADAS				
#	# CATASTRO	DATOS REGISTRALES # FINCA	METROS CUADRADOS	CUERDAS	COORDENADAS LAMBERT	NAD83	ZONA DE INUNDABILIDAD	CLASIFICACION	CALIFICACION
A-2	403-000-002-02-000	32,623	3074799.736	782.3918	Lat: 17.99743354, Lon: -67.19165510	x: 119688.6748, y: 218328.6761	VE/AE/A	SRC/SREP-E	DTS/CR/PR/ARD
105	379-089-327-75-000	18,839	19364.5933	4.9269	Lat: 18.00143842, Lon: -67.19461846	x: 119376.6813, y: 218773.2374	VE/AE/A	SREP-E	DTS/PR
106	379-089-327-76-000	18,840	22018.333	5.6000	Lat: 18.00129685, Lon: -67.19522847	x: 119312.0137, y: 218757.8370	VE/AE/A	SREP-E	DTS/PR
107	379-089-327-77-000	18,841	18,788.01	4.7802	Lat: 18.00114700, Lon: -67.19582078	x: 119249.2168, y: 218741.5125	VE/AE/A	SREP-E	DTS/PR
108	379-089-327-78-000	18,842	19213.4915	4.8884	Lat: 18.00102875, Lon: -67.19642370	x: 119185.3105, y: 218728.6911	VE/AE/A	SREP-E	DTS/PR
21	379-000-010-05-000	18,782	39286.311	9.9955	Lat: 18.00090126, Lon: -67.19741916	x: 119079.8291, y: 218715.0198	VE/AE/A	SREP-E	DTS/PR/R-G
20	379-000-010-04-000	18,781	26940.6211	6.8544	Lat: 18.00089464, Lon: -67.19862354	x: 118952.2776, y: 218714.8200	VE/AE/A	SREP-E	R-G/PR
19	379-000-010-03-000	18,830	20284.0211	5.1608	Lat: 18.00068522, Lon: -67.19951128	x: 118858.1662, y: 218692.0348	VE/AE/A	SREP-E	R-G/PR
181	379-000-009-05-000	18,816	36733.6034	9.3460	Lat: 18.00021912, Lon: -67.20061663	x: 118740.8886, y: 218640.9370	VE/AE/A	SREP-E	R-G/PR
1	379-000-009-03-000	18,818	20069.125	5.1049	Lat: 17.99804953, Lon: -67.20223772	x: 118568.3490, y: 218401.8318	VE/AE	SREP-E	R-G/DTS/PR
79	379-000-009-02-001	18,808	19659.2923	5.0019	Lat: 17.99888395, Lon: -67.20310188	x: 118568.3490, y: 218401.8318	VE/AE	SREP-E	R-G/DTS/PR
78	379-000-009-02-000	18,807	19772.2027	5.0306	Lat: 17.999073, Lon: -67.204503	x: 118477.2185, y: 218494.5697	VE/AE	SREP-E	R-G/DTS/PR
77	379-000-009-01-000	18,806	21123.5259	5.3744	Lat: 17.99882095, Lon: -67.20393835	x: 118388.6025, y: 218487.9695	VE/AE	SREP-E	R-G/PR
76	402-000-004-67-000	18,805	12385.5425	3.1512	Lat: 17.99861968, Lon: -67.20477501	x: 118299.7532, y: 218465.7618	VE/AE	SREP-E	R-G/PR
3	402-007-327-03-000	31,178	3753.9717	0.9551	Lat: 17.99807794, Lon: -67.20626622	x: 118141.5736, y: 218406.4678	VE/AE	SREP-E	R-G/PR
2	402-007-327-02-000	31,178	4509.3138	1.1473	Lat: 17.99796891, Lon: -67.20653676	x: 118112.8707, y: 218394.5216	VE/AE	SREP-E	R-G/PR
5	402-007-327-05-000	31,178	3905.4349	0.9936	Lat: 17.99710964, Lon: -67.20640198	x: 118126.7433, y: 218299.3580	1% ACF	SREP-E	R-G
4	402-007-327-04-000	31,178	3959.5333	1.0074	Lat: 17.99727382, Lon: -67.20599778	x: 118169.6273, y: 218317.3487	1% ACF	SREP-E	R-G
1	402-007-327-01-000	29,700	3840.336	0.9771	Lat: 17.99782854, Lon: -67.20680313	x: 118084.5957, y: 218379.1047	VE/AE	SREP-E	R-G/PR
42	402-000-004-64-000	18,700	19926.7077	5.0699	Lat: 17.99721353, Lon: -67.20731818	x: 118029.7610, y: 218311.2655	VE/AE	SREP-E	R-G/PR
72	402-007-327-90-000	18,718	20122.6755	5.1198	Lat: 17.99638496, Lon: -67.20798977	x: 117958.2478, y: 218219.8611	VE/AE	SREP-E	R-G/DTS/PR
70	402-007-327-15-000	18,716	19714.7056	5.0160	Lat: 17.99520022, Lon: -67.20951352	x: 117796.3169, y: 218089.4177	VE	SREP-E	DTS
69	402-017-327-16-000	18,715	19691.5244	5.0101	Lat: 17.99387986, Lon: -67.21033837	x: 117708.3392, y: 217943.6512	VE	SRC	DTS
81	402-017-327-17-000	18,721	19744.2876	5.0235	Lat: 17.99294528, Lon: -67.21090108	x: 117648.3047, y: 217840.4649	VE	SRC	DTS
68	402-017-327-06-000	18,714	20708.2307	5.2687	Lat: 17.99377528, Lon: -67.20907296	x: 117842.3072, y: 217931.5082	X	SREP-E	DTS
84	402-017-327-07-000	18,724	19694.6833	5.0109	Lat: 17.99280389, Lon: -67.20867881	x: 117883.5955, y: 217823.8185	X	SREP-E	DTS
73	402-007-327-13-000	18,719	20232.7025	5.1478	Lat: 17.99488068, Lon: -67.20754409	x: 118004.7442, y: 218053.1680	X	SREP-E	DTS

PROPIEDADES									
			CABIDA		COORDENADAS				
#	# CATASTRO	DATOS REGISTRALES # FINCA	METROS CUADRADOS	CUERDAS	COORDENADAS LAMBERT	NAD83	ZONA DE INUNDABILIDAD	CLASIFICACION	CALIFICACION
37	402-007-327-12-000	18,789	20470.741	5.2080	Lat: 17.99545079, Lon: -67.20653969	x: 118111.3839, y: 218115.8181	X	SREP-E	DTS
32	402-008-327-25-000	18,695	22149.1051	5.6353	Lat: 17.99662880, Lon: -67.20383430	x: 118398.6013, y: 218245.2970	X	SREP-E	DTS
57	402-008-327-27-000	18,710	20139.3584	5.1240	Lat: 17.99739764, Lon: -67.20134532	x: 118662.5565, y: 218329.2849	X	SREP-E	DTS
56	402-008-327-28-000	18,709	22626.4242	5.7568	Lat: 17.99773582, Lon: -67.20043922	x: 118758.6747, y: 218366.3119	X	SREP-E	DTS
55	402-009-327-29-000	18,708	23535.7454	5.9881	Lat: 17.99787271, Lon: -67.19955909	x: 118851.9482, y: 218381.0729	X	SREP-E	DTS
52	379-099-327-79-000	18,829	20229.2849	5.1474	Lat: 17.99916041, Lon: -67.19878694	x: 118934.1706, y: 218522.9485	X	SREP-E	DTS
54	402-009-327-30-000	18,707	21551.9387	5.4834	Lat: 17.99768492, Lon: -67.19844581	x: 118969.7647, y: 218359.7947	X	SREP-E	DTS
53	379-099-327-80-000	18,706	19212.5906	4.8882	Lat: 17.99902280, Lon: -67.19742660	x: 119078.1735, y: 218507.1159	X	SREP-E	DTS
113	379-099-327-81-000	18,847	21322.3403	5.4250	Lat: 17.99895240, Lon: -67.19615266	x: 119213.0574, y: 218498.7615	X	SREP-E	DTS
104	402-009-327-82-000	18,838	18526.0984	4.7135	Lat: 17.99771481, Lon: -67.19554463	x: 119276.8810, y: 218361.5173	X	SREP-E	DTS
112	402-009-327-84-000	18,846	20089.4749	5.1113	Lat: 17.99744519, Lon: -67.19648005	x: 119177.6905, y: 218332.0889	X	SREP-E	DTS
44	402-009-327-85-000	18,792	21490.5754	5.4678	Lat: 17.99714526, Lon: -67.19738323	x: 119082.0484, y: 218299.5963	X	SREP-E	DTS
16	402-008-327-33-000	18,694	20033.1585	5.0970	Lat: 17.99549516, Lon: -67.20205052	x: 118586.9873, y: 218119.0317	X	SREP-E	DTS
15	402-008-327-34-000	18,779	23027.7787	5.8589	Lat: 17.99477862, Lon: -67.20255393	x: 118533.1917, y: 218039.6447	X	SREP-E	DTS
138	402-018-327-35-000	18,762	21171.6639	5.3866	Lat: 17.99463437, Lon: -67.20335591	x: 118448.1886, y: 218024.0365	X	SREP-E	DTS
33	402-018-327-36-000	18,696	22020.4014	5.6026	Lat: 17.99432614, Lon: -67.20428479	x: 118349.6698, y: 217990.3357	X	SREP-E	DTS
38	402-018-327-10-000	17,790	20021.5593	5.0940	Lat: 17.99399504, Lon: -67.20528404	x: 118243.6866, y: 217954.1349	X	SREP-E	DTS
29	402-017-327-09-000	18,783	19750.4213	5.0250	Lat: 17.99379866, Lon: -67.20623360	x: 118143.0297, y: 217932.8247	X	SREP-E	DTS
65	402-017-327-08-000	18,711	19888.3404	5.0601	Lat: 17.99364480, Lon: -67.20743864	x: 118015.3337, y: 217916.3338	X	SREP-E	DTS
67	402-017-327-23-000	18,713	20137.9900	5.1237	Lat: 17.99248909, Lon: -67.20667382	x: 118095.7948, y: 217788.0783	X	SREP-E	DTS
85	402-000-004-69-000	18,725	20282.1421	5.1603	Lat: 17.99166219, Lon: -67.20712899	x: 118047.3493, y: 217697.0657	X	SRC/SREP-E	DTS
x	402-027-327-22-000	18,785	19671.4617	5.0055	Lat: 17.99153655, Lon: -67.20863460	x: 117887.6838, y: 217683.5304	X	SRC	DTS
17	402-018-327-24-000	18,780	21562.3366	5.4860	Lat: 17.99218834, Lon: -67.20481520	x: 118292.6473, y: 217754.2661	X	SRC	DTS
5	402-018-327-44-000	18,692	21160.8633	5.3839	Lat: 17.99256749, Lon: -67.20356706	x: 118424.8637, y: 217795.3688	X	SRC	DTS
6	402-018-327-43-000	18,693	20705.5310	5.2681	Lat: 17.99292322, Lon: -67.20258433	x: 118529.1093, y: 217834.3040	X	SRC	DTS
178	402-028-327-49-000	18,813	19958.3058	5.0779	Lat: 17.99175125, Lon: -67.20182135	x: 118609.3712, y: 217704.2512	X	SRC	DTS
64	402-018-327-42-000	18,802	20818.9024	5.2969	Lat: 17.99331564, Lon: -67.20139878	x: 118654.8513, y: 217877.2095	X	SRC	DTS

PROPIEDADES									
			CABIDA		COORDENADAS				
#	# CATASTRO	DATOS REGISTRALES # FINCA	METROS CUADRADOS	CUERDAS	COORDENADAS LAMBERT	NAD83	ZONA DE INUNDABILIDAD	CLASIFICACION	CALIFICACION
174	402-018-327-41-000	18,809	20377.1854	5.1845	Lat: 17.99324122, Lon: -67.20050133	x: 118749.8644, y: 217868.5738	X	SRC	DTS
39	402-018-327-40-000	18,697	20816.7973	5.2969	Lat: 17.99405363, Lon: -67.19989087	x: 118814.8928, y: 217958.2204	X	SRC	DTS
40	402-019-327-38-000	18,698	20157.6959	5.1287	Lat: 17.99427348, Lon: -67.19863087	x: 118948.4390, y: 217981.9950	X	SRC	DTS
22	402-019-327-37-000	18,831	20419.7597	5.1953	Lat: 17.99483658, Lon: -67.19769495	x: 119047.8203, y: 218043.9048	X	SRC	DTS
45	402-009-327-86-000	18,793	20887.0094	5.3142	Lat: 17.99493719, Lon: -67.19655814	x: 119168.2630, y: 218054.5383	X	SREP-E	DTS
110	402-009-327-87-000	18,844	17145.1235	4.3622	Lat: 17.99583991, Lon: -67.19616068	x: 119210.7736, y: 218154.2759	X	SREP-E	DTS
109	402-009-327-83-000	18,843	172266.7672	4.3931	Lat: 17.99608692, Lon: -67.19489753	x: 119344.6636, y: 218181.0582	X	SREP-E	DTS
60	402-009-327-72-000	18,798	20727.1922	5.2736	Lat: 17.99698396, Lon: -67.19399563	x: 119440.5924, y: 218279.9445	X	SRC/SREP-E	DTS
59	402-009-327-71-000	18,797	22912.7218	5.8296	Lat: 17.99571215, Lon: -67.19348093	x: 119494.5187, y: 218138.9554	X	SRC/SREP-E	DTS
111	402-019-327-88-000	18,845	17515.1883	4.4563	Lat: 17.99470737, Lon: -67.19518703	x: 119313.3680, y: 218028.4977	X	SREP-E	DTS
46	402-019-327-89-000	18,794	30321.6115	7.7146	Lat: 17.99329896, Lon: -67.19599492	x: 119227.1568, y: 217872.9706	X	SREP-E	DTS
34	402-019-327-68-000	18,786	25149.7093	6.3988	Lat: 17.99254581, Lon: -67.19485380	x: 119347.6640, y: 217789.1096	X	SREP-E	DTS
58	402-019-327-69-000	18,796	19553.9663	4.9751	Lat: 17.99411254, Lon: -67.19413338	x: 119424.6835, y: 217962.1979	X	SREP-E	DTS
13-B	402-000-005-28-000	24,097	464921.2499	118.2887	Lat: 17.99400574, Lon: -67.18904396	x: 119963.6440, y: 217948.1451	X	SRC	DTS
13-A	402-000-005-29-000	24,096	492773.8943	125.3751	Lat: 17.98977815, Lon: -67.18718309	x: 120158.7994, y: 217479.4250	X	SUNP	UR
76	403-000-002-15-000	4,523	24131.7812	6.1404	Lat: 17.99198924, Lon: -67.16696704	x: 122300.8707, y: 217715.4513	X	SRC	ARD
8-B	403-000-002-50-000	37,189	19958.1695	5.0784	Lat: 17.99189938, Lon: -67.16628831	x: 122372.7151, y: 217705.2183	X	SRC	ARD
78	402-029-327-57-000	18,787	19653.4048	5.0009	Lat: 17.99083209, Lon: -67.19608763	x: 119216.2006, y: 217599.9803	X	SRC	DTS
12	402-000-005-54-000	24,930	92045.321	23.4212	Lat: 17.98722323, Lon: -67.19363812	x: 119473.9700, y: 217199.4740	X	SRC	RT-I
47	402-019-327-51-000	21,859	20594.0529	5.2402	Lat: 17.99198647, Lon: -67.19699784	x: 119120.3335, y: 217728.1476	X	SRC	DTS
-	403-000-002-16-000	19,305	20071.5734	5.1073	Lat: 17.99245574, Lon: -67.16735907	x: 122259.5588, y: 217767.2502	X	SRC	ARD

PROPIEDADES PENDIENTES POR ADQUIRIR Y/O EN NEGOCIACION

			CABIDA		COORDENADAS				
#	# CATASTRO	DATOS REGISTRALES # FINCA	METROS CUADRADOS	CUERDAS	COORDENADAS LAMBERT	NAD83	ZONA DE INUNDABILIDAD	CLASIFICACION	CALIFICACION
7	379-000-009-04-000	18,822	18009.9359	4.5827	Lat: 17.99921227, Lon: -67.20175673	x: 118619.8282, y: 218530.3099	VE/AE	SREP-E	R-G/PR
75	402-000-004-66-000	18,804	17705.3569	4.5052	Lat: 17.99808128, Lon: -67.20555272	x: 118217.1391, y: 218406.5192	VE/AE	SREP-E	R-G/PR
71	402-007-327-14-000	18,717	19757.4574	5.0273	Lat: 17.99563125, Lon: -67.20858516	x: 117894.8390, y: 218136.7070	VE	SREP-E	DTS
41	402-008-327-11-000	18,699	20885.9676	5.3145	Lat: 17.99576891, Lon: -67.20565987	x: 118204.7120, y: 218150.6344	X	SREP-E	DTS
38	402-000-004-68-000	18,818	20255.2677	5.1540	Lat: 17.99625303, Lon: -67.20469355	x: 118307.2767, y: 218203.7853	X	SREP-E	DTS
62	379-099-327-74-000	18,800	19527.7894	4.9689	Lat: 17.99929836, Lon: -67.19450370	x: 119387.8501, y: 218536.3256	X	SREP-E	DTS
61	379-099-327-73-000	18,799	20290.0349	5.1629	Lat: 17.99814069, Lon: -67.19426250	x: 119412.8619, y: 218408.0891	X	SREP-E	DTS
53	402-009-327-31-000	-	40666.1094	10.3476	Lat: 17.99612389, Lon: -67.19872666	x: 118939.2990, y: 218187.1450	X	SREP-E	DTS
179	402-008-327-39-000	18,814	20559.3304	5.2314	Lat: 17.99534984, Lon: -67.19984573	x: 118820.2739, y: 218101.6643	X	SRC	DTS
180	402-008-327-32-000	-	21702.9561	5.5224	Lat: 17.99553751, Lon: -67.20112057	x: 118685.4953, y: 218123.3057	X	SREP-E	DTS
-	402-027-327-21-000	-	19717.2213	5.0171	Lat: 17.99154158, Lon: -67.20984636	x: 117759.3502, y: 217684.6307	X	SRC	DTS
31	402-027-327-20-000	-	19679.8355	5.0076	Lat: 17.99137073, Lon: -67.21093952	x: 117643.4936, y: 217666.2126	X	SRC	DTS
BB	402-020-327-70-000	-	22217.2462	5.6532	Lat: 17.99398170, Lon: -67.19314572	x: 119529.2242, y: 217947.2823	X	SREP-E	DTS

ANEJO 2:
Presentación de Proyecto Esquemático

San Juan | The Hub - 200 Convention Blvd., Suite 201, San Juan, PR 00907 | 787.754.1381
New York | 641 Lexington Ave., 13th FL, Suite 1326, New York, NY 10022 | 212.271.5280
Miami | 1221 Brickell Ave., Suite 900, Miami, FL 33131 | 305.995.8299
info@advfirm.com | alvarezdiazvillalon.com

CONCEPTUAL PLAN
DETAILED ILLUSTRATIVE OVERALL PLAN



SCALE: 1:15,000

0 250m 500m 1,000m

ESENCIA
CONCEPTUAL PLANNING
MAY 2024

Rees Jones, Inc. GOLF COURSE DESIGN

edsa

AD&V ALVAREZ-DIAZ & VILLALÓN

ANEJO 3:
Presentación de Proyecto Esquemático

San Juan | The Hub - 200 Convention Blvd., Suite 201, San Juan, PR 00907 | 787.754.1381
New York | 641 Lexington Ave., 13th FL, Suite 1326, New York, NY 10022 | 212.271.5280
Miami | 1221 Brickell Ave., Suite 900, Miami, FL 33131 | 305.995.8299
info@advfirm.com | alvarezdiazvillalon.com

CONCEPTUAL PLAN
DETAILED ILLUSTRATIVE OVERALL PLAN



SCALE: 1:15,000

0 250m 500m 1,000m

ESENCIA
CONCEPTUAL PLANNING
MAY 2024

Rees Jones, Inc. GOLF COURSE DESIGN

edsa

AD&V ALVAREZ-DIAZ & VILLALÓN

ANEJO 4:
Plano de Sitio Identificando la localización preliminar de las facilidades propuestas

San Juan | The Hub - 200 Convention Blvd., Suite 201, San Juan, PR 00907 | 787.754.1381
New York | 641 Lexington Ave., 13th FL, Suite 1326, New York, NY 10022 | 212.271.5280
Miami | 1221 Brickell Ave., Suite 900, Miami, FL 33131 | 305.995.8299
info@advfirm.com | alvarezdiazvillalon.com



NORTH

0 80 160 240

GRAPHIC SCALE 1: 4000

ALVAREZ-DIAZ & VILLALÓN
ARCHITECTURE | INTERIOR DESIGN
Puerto Rico Convention Center District
The Hub 200 Convention Boulevard Suite 201
San Juan, PR 00907
P (787) 754-1381
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CONSULTANT

Kimley»Horn
Puerto Rico, LLC.
MILLENIUM PARK PLAZA, SUITE 435, 15 CALLE 2
GUAYNABO, PUERTO RICO, 00968
PHONE: 787-782-5050
WWW.KIMLEY-HORN.COM

OWNER

SEAL

PROJECT INFORMATION

PR3750000

ESENCIA

CABO ROJO

PUERTO RICO

5/22/2024

REVISIONS

NO.	DESCRIPTION	DATE

DATE ISSUED:	02/2024
REVIEWED BY:	JR
DRAWN BY:	JL
DESIGNED BY:	JR
PROJECT NUMBER:	PR3750000

SHEET TITLE

PROPOSED OFFSITE ROADWAY INTERSECTIONS

SHEET ID

EX-1

SCHEMATIC DESIGN



NORTH

0 6 12 18

GRAPHIC SCALE 1:300

ALVAREZ-DIAZ & VILLALÓN
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Puerto Rico Convention Center District
The Hub 200 Convention Boulevard Suite 201
San Juan, PR 00907
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GUAYNABO, PUERTO RICO, 00968
PHONE: 787-782-5050
WWW.KIMLEY-HORN.COM

OWNER

SEAL

PROJECT INFORMATION

PR3750000
ESENCIA
CABO ROJO
PUERTO RICO

5/22/2024

REVISIONS

NO.	DESCRIPTION	DATE

DATE ISSUED:	02/2024
REVIEWED BY:	JR
DRAWN BY:	JL
DESIGNED BY:	JR
PROJECT NUMBER:	PR3750000

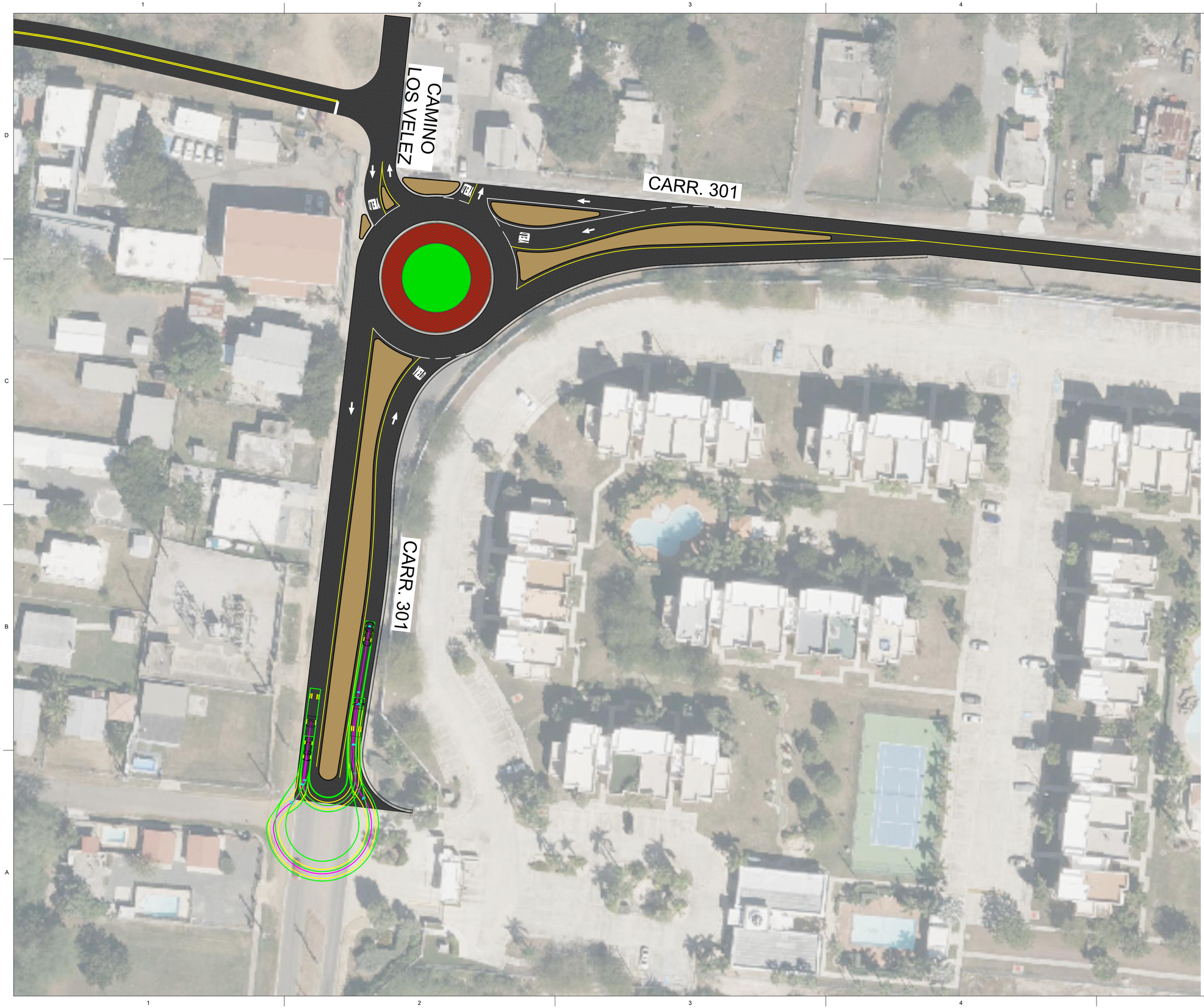
SHEET TITLE

PROPOSED OFFSITE ROADWAY INT. #1

SHEET ID

EX-2

SCHEMATIC DESIGN



NORTH

0 8 16 24

GRAPHIC SCALE 1: 400

ALVAREZ-DIAZ & VILLALÓN
ARCHITECTURE | INTERIOR DESIGN
Puerto Rico Convention Center District
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GUAYNABO, PUERTO RICO, 00968
PHONE: 787-782-5050
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OWNER

SEAL

PROJECT INFORMATION

PR3750000

ESENCIA

CABO ROJO

PUERTO RICO

5/22/2024

REVISIONS

NO.	DESCRIPTION	DATE

DATE ISSUED:	02/2024
REVIEWED BY:	JR
DRAWN BY:	JL
DESIGNED BY:	JR
PROJECT NUMBER:	PR3750000

SHEET TITLE

PROPOSED OFFSITE ROADWAY INT. #2

SHEET ID

EX-3

SCHEMATIC DESIGN



NORTH

0 6 12 18

GRAPHIC SCALE 1:300

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ALVAREZ-DIAZ & VILLALÓN
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Puerto Rico Convention Center District
The Hub 200 Convention Boulevard Suite 201
San Juan, PR 00907
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CONSULTANT

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Puerto Rico, LLC.
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GUAYNABO, PUERTO RICO, 00968
PHONE: 787-782-5050
WWW.KIMLEY-HORN.COM

OWNER

SEAL

PROJECT INFORMATION

PR3750000

ESENCIA

CABO ROJO

PUERTO RICO

5/22/2024

REVISIONS

NO.	DESCRIPTION	DATE

DATE ISSUED:	02/2024
REVIEWED BY:	JR
DRAWN BY:	JL
DESIGNED BY:	JR
PROJECT NUMBER:	PR3750000

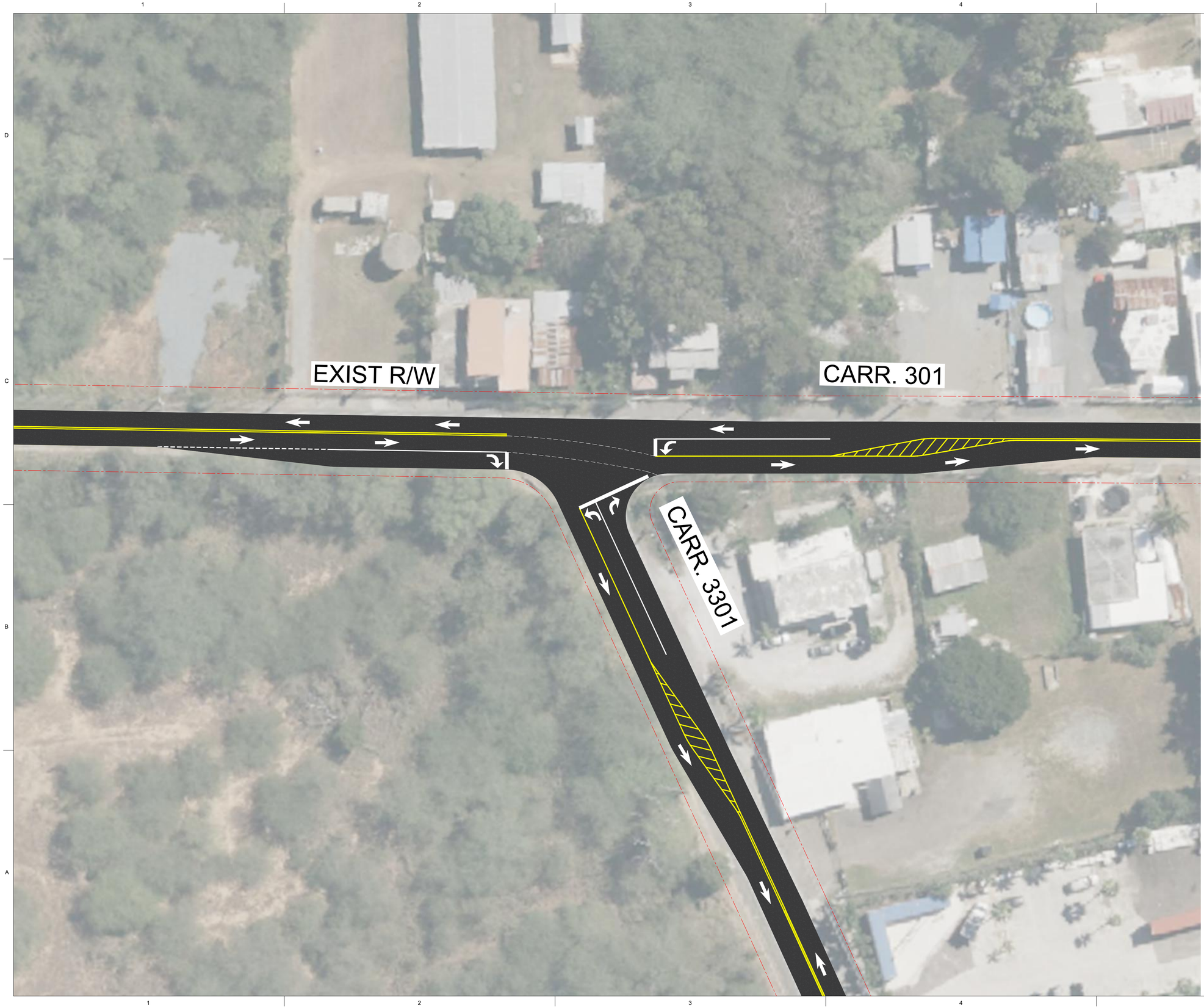
SHEET TITLE

PROPOSED OFFSITE ROADWAY INT. #3

SHEET ID

EX-4

SCHEMATIC DESIGN



NORTH

0 6 12 18

GRAPHIC SCALE 1: 300

ALVAREZ-DIAZ & VILLALÓN
ARCHITECTURE | INTERIOR DESIGN
Puerto Rico Convention Center District
The Hub 200 Convention Boulevard Suite 201
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GUAYNABO, PUERTO RICO, 00968
PHONE: 787-782-5050
WWW.KIMLEY-HORN.COM

OWNER

SEAL

PROJECT INFORMATION

PR3750000

ESENCIA

CABO ROJO

PUERTO RICO

5/22/2024

REVISIONS

NO.	DESCRIPTION	DATE

DATE ISSUED:	02/2024
REVIEWED BY:	JR
DRAWN BY:	JL
DESIGNED BY:	JR
PROJECT NUMBER:	PR3750000

SHEET TITLE

PROPOSED OFFSITE ROADWAY INT. #4

SHEET ID

EX-5

SCHEMATIC DESIGN

CONCEPTUAL PLAN
DETAILED ILLUSTRATIVE OVERALL PLAN



SCALE: 1:15,000

0 250m 500m 1,000m

ESENCIA
CONCEPTUAL PLANNING
MAY 2024

Rees Jones, Inc. GOLF COURSE DESIGN

edsa

AD&V ALVAREZ-DIAZ & VILLALÓN

CONCEPTUAL PLAN
DETAILED ILLUSTRATIVE OVERALL PLAN



SCALE: 1:15,000

0 250m 500m 1,000m

ESENCIA
CONCEPTUAL PLANNING
MAY 2024

Rees Jones, Inc. GOLF COURSE DESIGN

edsa

AD&V ALVAREZ-DIAZ & VILLALÓN


Boqueron
Bay
Balneario Publico
de Boqueron
Refugio De Vida
Silvestre de Boqueron
Caño
Boqueron
Los Pozos
Beach
El Combate
Corozo
Refugio Nacional
De Vida Silvestre de Cabo Rojo



NORTH

0 80 160 240

GRAPHIC SCALE 1: 4000

ALVAREZ-DIAZ & VILLALÓN
ARCHITECTURE | INTERIOR DESIGN
Puerto Rico Convention Center District
The Hub 200 Convention Boulevard Suite 201
San Juan, PR 00907
P (787) 754-1381
alvarezdiazvillalon.com
info@advfirm.com

CONSULTANT

Kimley»Horn
Puerto Rico, LLC.
MILLENIUM PARK PLAZA, SUITE 435, 15 CALLE 2
GUAYNABO, PUERTO RICO, 00968
PHONE: 787-782-5050
WWW.KIMLEY-HORN.COM

OWNER

SEAL

PROJECT INFORMATION

PR3750000

ESENCIA

CABO ROJO

PUERTO RICO

5/22/2024

REVISIONS

NO.	DESCRIPTION	DATE

DATE ISSUED:	02/2024
REVIEWED BY:	JR
DRAWN BY:	JL
DESIGNED BY:	JR
PROJECT NUMBER:	PR3750000

SHEET TITLE

PROPOSED OFFSITE ROADWAY INTERSECTIONS

SHEET ID

EX-1

SCHEMATIC DESIGN



NORTH

0 6 12 18

GRAPHIC SCALE 1:300

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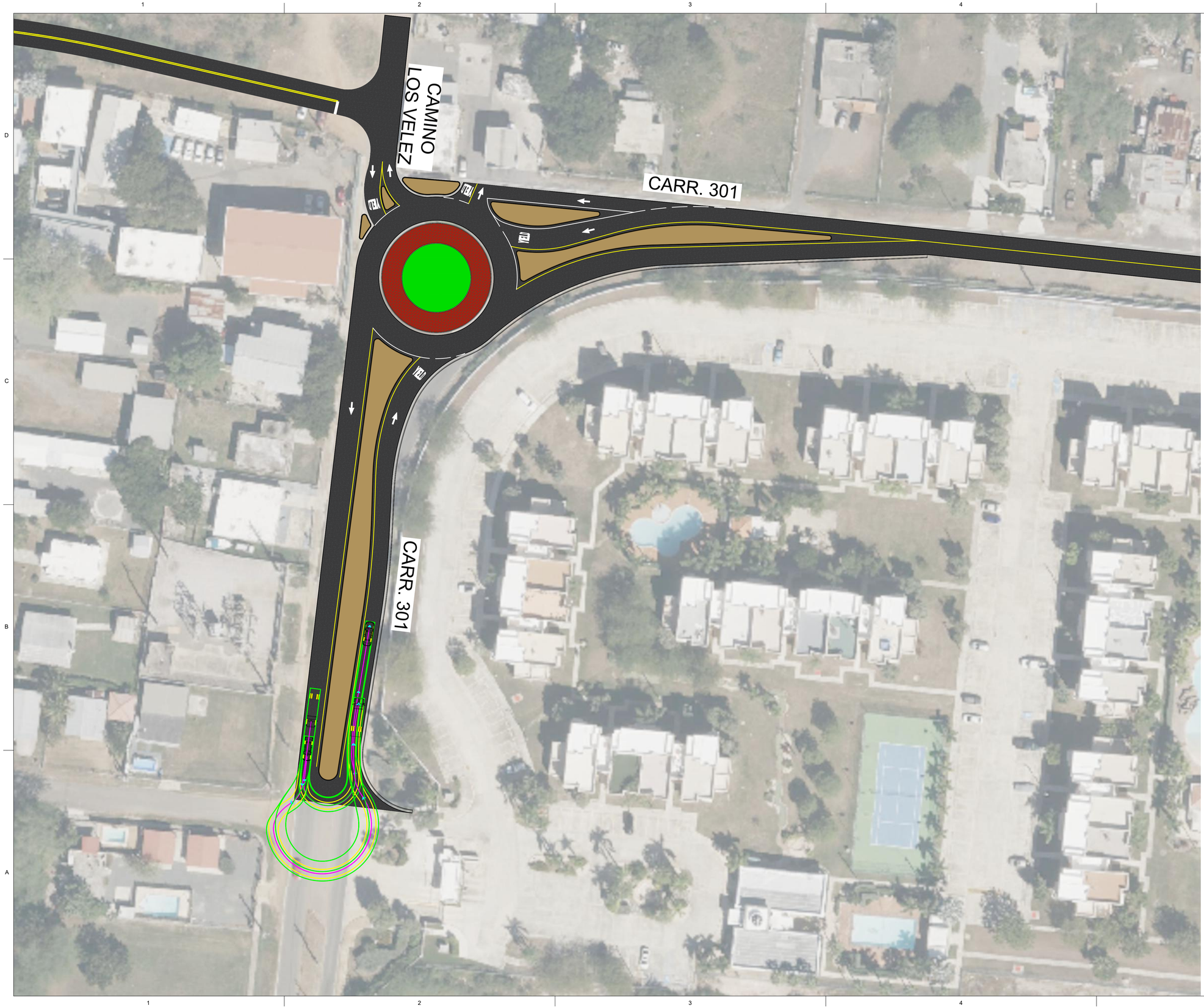
SHEET TITLE

PROPOSED OFFSITE ROADWAY INT. #1

SHEET ID

EX-2

SCHEMATIC DESIGN



NORTH

0 8 16 24

GRAPHIC SCALE 1: 400

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5/22/2024

REVISIONS

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DATE ISSUED:	02/2024
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DESIGNED BY:	JR
PROJECT NUMBER:	PR3750000

SHEET TITLE

PROPOSED OFFSITE ROADWAY INT. #2

SHEET ID

EX-3

SCHEMATIC DESIGN



NORTH

0 6 12 18

GRAPHIC SCALE 1:300

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ESENCIA

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PUERTO RICO

5/22/2024

REVISIONS

NO.	DESCRIPTION	DATE

DATE ISSUED:	02/2024
REVIEWED BY:	JR
DRAWN BY:	JL
DESIGNED BY:	JR
PROJECT NUMBER:	PR3750000

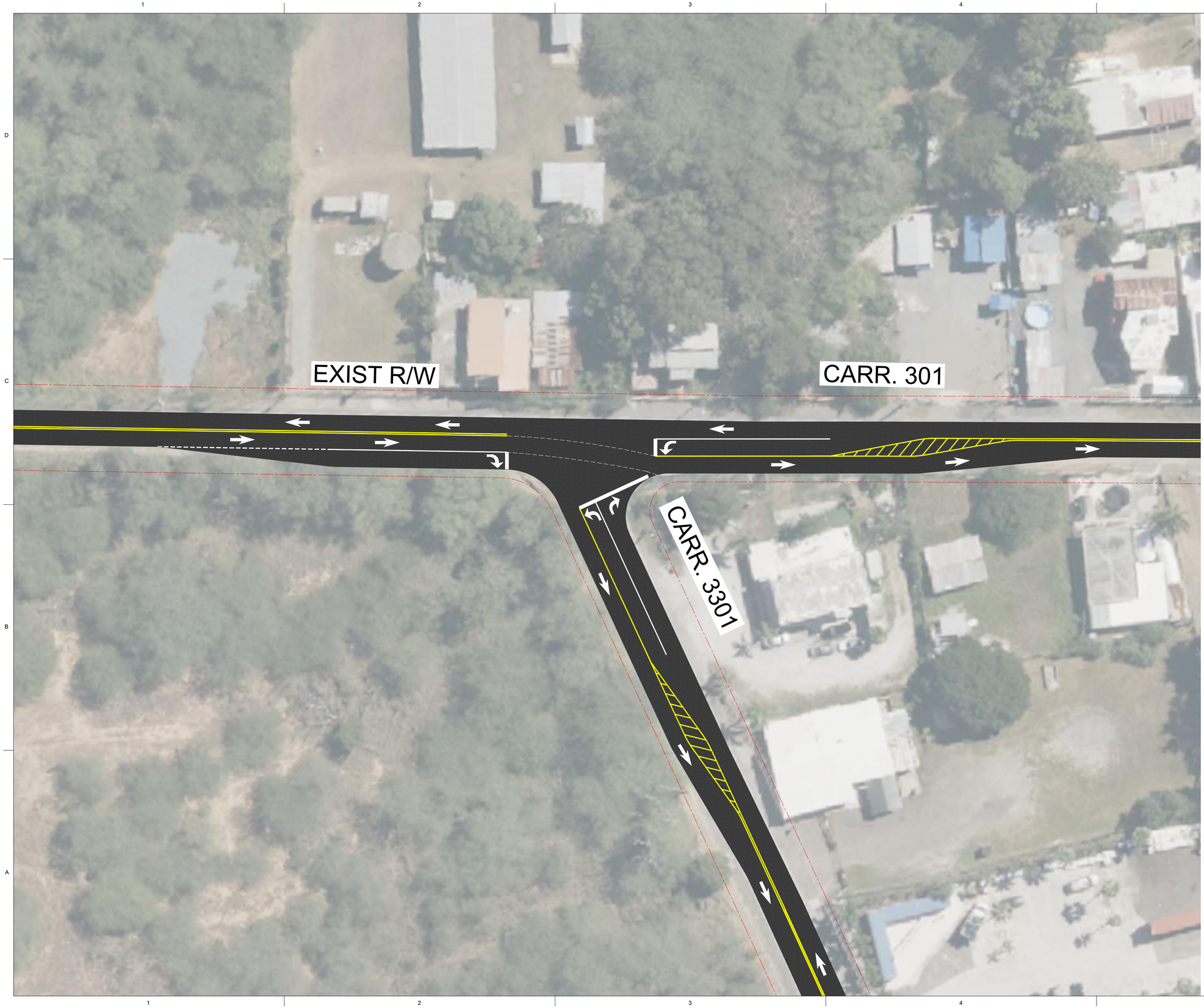
SHEET TITLE

PROPOSED OFFSITE ROADWAY INT. #3

SHEET ID

EX-4

SCHEMATIC DESIGN



NORTH

0 6 12 18

GRAPHIC SCALE 1: 300

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PROJECT INFORMATION

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ESENCIA

CABO ROJO

PUERTO RICO

5/22/2024

REVISIONS

NO.	DESCRIPTION	DATE

DATE ISSUED:	02/2024
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DRAWN BY:	JL
DESIGNED BY:	JR
PROJECT NUMBER:	PR3750000

SHEET TITLE

PROPOSED OFFSITE ROADWAY INT. #4

SHEET ID

EX-5

SCHEMATIC DESIGN

Nombre del Proyecto	Esencia
Fecha	05.23.2024
Re:	Memorial Explicativo | SRI

INFORMACIÓN GENERAL DEL PROYECTO	
Descripción Del Solar	*Cabo Rojo Land Acquisition LLC adquirió el título y/u opciones de adquirir título de múltiples parcelas de terreno localizadas en la Carr. Estatal PR-301, Km 10.05 del Barrio Boquerón en el Municipio de Cabo Rojo, Puerto Rico. Los predios tienen una cabida superficial total de aproximadamente 6,088,514 metros cuadrados, equivalentes a 1,549 cuerdas (en adelante referidos como la "Propiedad" o "los terrenos"). Los terrenos tienen acceso a través de la Carretera Estatal PR-301, Km 10.05 del Municipio de Cabo Rojo.*

DUEÑO Y PROPONENTE	
Nombre:	Cabo Rojo Land Aquisition LLC
Representante Autorizado:	Gladys Fontanez
Dirección:	361 San Francisco Street, Suite 4, San Juan, PR, 00901
Teléfono:	(787) 723-8756
DESARROLLADOR	
Nombre:	Three Rules Capital
Representante Autorizado:	Roberto Ruiz
Dirección:	250 Avenida Muñoz Rivera , Suite 440, San Juan, PR 00928
Teléfono:	(787) 367-5708
PROYECTISTA	
Nombre:	Alvarez-Diaz & Villalon® (ADVision, PSC)
Representante Autorizado:	Arq. Ricardo Alvarez-Diaz
Dirección:	PO Box 16318, San Juan PR 00908-6318
Teléfono:	(787) 754-1381
Email:	permits@aldivi.com

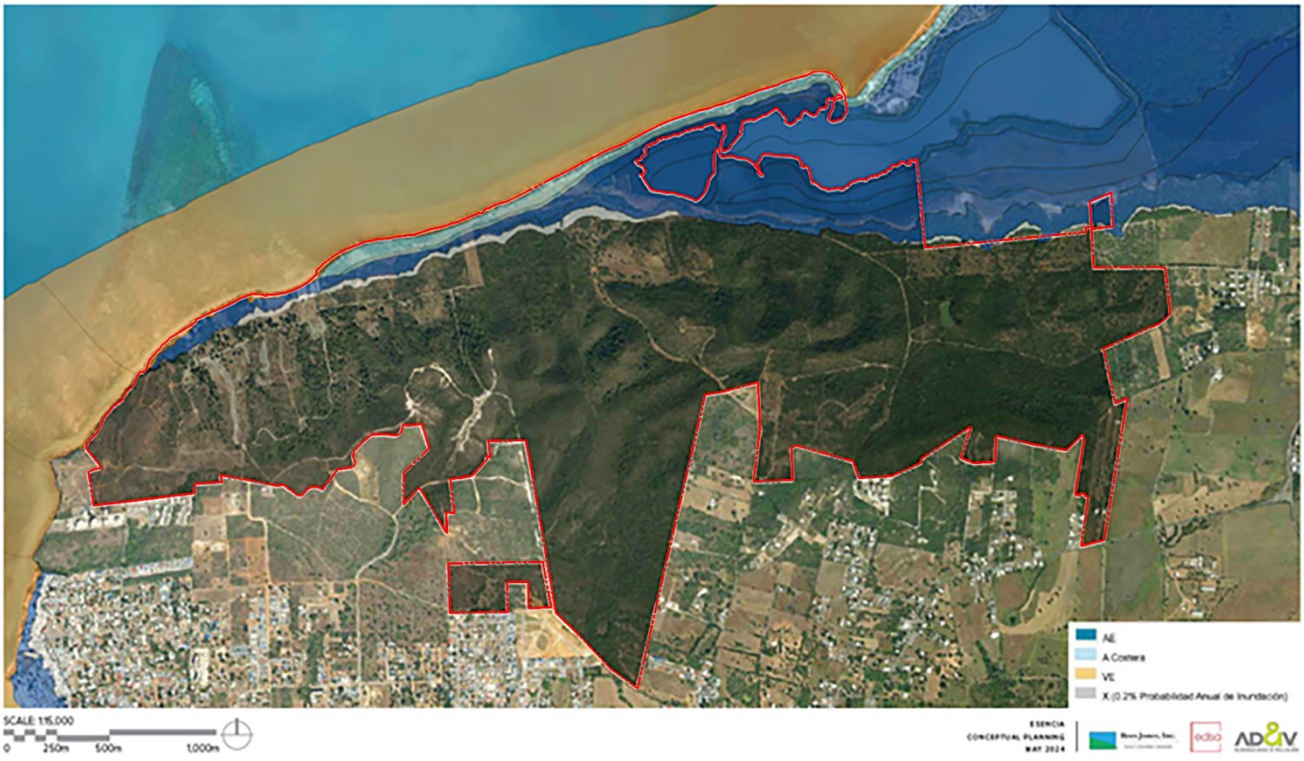
PROPIEDADES & TITULARIDAD

Se incluye como Anejo #1 un listado de las parcelas que componen el proyecto propuesto, que incluye: cabidas, coordenadas, números de catastro, calificaciones, clasificaciones, zona de inundabilidad y datos registrales.

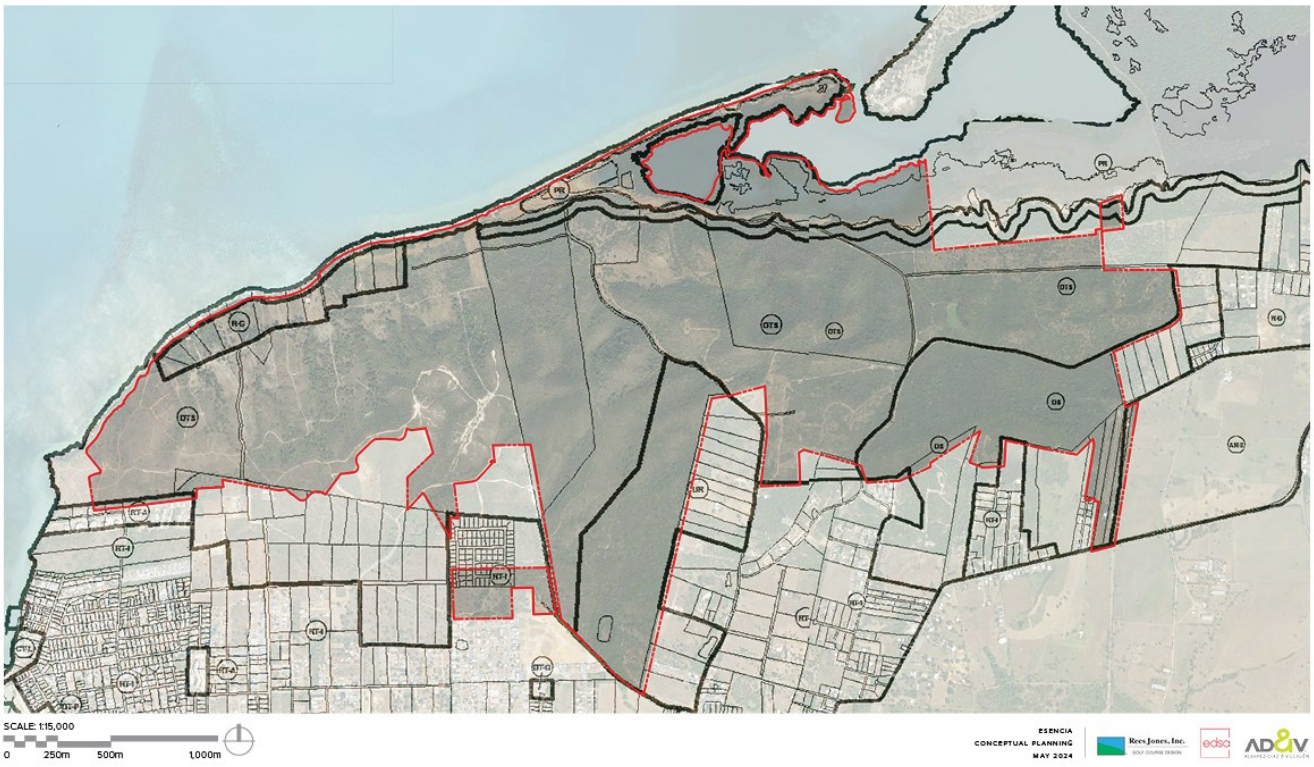
LOCALIZACION DEL PROYECTO, Figura 1



MAPA DE INUNDABILIDAD, Figura 2



MAPA ZONA DE INTERES TURISTICO CABO ROJO, Figura 3



DESCRIPCIÓN GENERAL DEL PROYECTO PROPUESTO

Cabo Rojo Land Acquisition, LLC (en adelante el "Proponente") propone un desarrollo turístico-residencial en el Municipio de Cabo Rojo (en adelante "Esencia" o el "Proyecto") que está compuesto por 81 parcelas con una cabida total de 1,549 cuerdas (6,088,514 metros cuadrados) (Ver Figura 1). La topografía de los terrenos muestra cambios en elevación desde un mínimo de 1 metro hasta un máximo de 107 metros sobre el nivel del mar y, en su mayoría, quedan fuera del nivel de inundabilidad establecido por los mapas ABFE del 2018 (Ver Figura 2). Los terrenos objeto de desarrollo están calificados como DTS, R-G, DS y UR; clasificados como SUNP, SRC, SREP; y figuran dentro de la Zona Especial Sobrepuesta de Interés Turístico de Cabo Rojo (Ver Figura 3).

La Propiedad colinda por el Norte con el Mar Caribe y el Caño Boquerón, y por el Sur, Este y Oeste con desarrollos residenciales unifamiliares y multifamiliares, áreas no desarrolladas y la Carretera Estatal PR-301. El Proyecto contará con tres puntos de acceso, siendo los dos principales a través de la Carretera Estatal PR-301 y uno secundario a través del Camino Monte Carlo.

En el contexto inmediato del Proyecto existen numerosas áreas de interés turístico, que incluyen: el Balneario Público de Boquerón; el Poblado de Boquerón; el Club Náutico de Boquerón; variedad de comercios; restaurantes; hoteles; paradores; y propiedades residenciales utilizadas como alojamientos a corto plazo; entre otras. El Proyecto además se ubica cercano a áreas de atractivos naturales como lo son: el Refugio de Vida Silvestre de Boquerón; la Playa El Combate; y otros puntos de interés que sirven al público turístico que frecuenta el área.

En la actualidad, la mayoría de los terrenos no están desarrollados, con algunos usos no consolidados tales como: glamping; área para vehículos recreativos (RV Park); y estructuras abandonadas que fueron utilizadas previamente como

residencias unifamiliares. De igual manera, los terrenos no desarrollados son utilizados por grupos y organizaciones externas para hacer carreras de ciclismo de montaña, carreras de vehículos todoterreno y senderismo.

Es importante señalar que como parte del Proyecto se contemplan varias parcelas que al presente no pertenecen a Cabo Rojo Land Acquisition, LLC, pero que se vislumbran si lo sean en el futuro, ello sujeto a las negociaciones con varios de sus actuales propietarios. De no adquirirse dichas parcelas ello no impediría el desarrollo del Proyecto según representado en el plano conceptual presentado en el Anejo 2, en el que se identifican estas parcelas, mostrándolas en su estado actual y garantizando sus accesos a través de las vías propuestas.

No obstante, y debido a que dichas parcelas podrían formar del Proyecto, se incluye como Anejo 3 un plano conceptual en el que se incluyen todas estas parcelas como parte del desarrollo propuesto y que fueron evaluadas por el equipo técnico contratado por Cabo Rojo Land Acquisition, LLC. Por lo tanto, esta solicitud basa su programa y sus análisis de demanda a base de la versión más abarcadora del Proyecto según representado en el Anejo 3, esto para asegurar que las recomendaciones aquí solicitadas evalúen el impacto de la totalidad de la acción propuesta.

Cónsono con lo anterior, el plano conceptual del Proyecto (Anejo 3) propone usos hoteleros, de recreación y turístico-residenciales, siendo cónsonos con los usos existentes en el sector. Específicamente, se propone el desarrollo de: 530 unidades de hotel; 1,132 residencias turísticas unifamiliares y multifamiliares; una escuela con 500 unidades de vivienda para estudiantes; áreas recreativas; campos de golf; áreas de servicio médico; áreas comerciales y de entretenimiento; áreas de agricultura; y áreas de servicio e infraestructura. El Proyecto incluye además cuatro accesos públicos vehiculares a la playa con instalaciones sanitarias, apoyo para actividades públicas recreativas como el senderismo, observación de aves y ciclismo de montaña, y dos centros de actividades (*Towncenters*), donde se proveerá espacio para comercios y servicios, estableciendo ofertas gastronómicas, recreativas, culturales, religiosas y otros servicios esenciales para la comunidad en general.

El concepto de desarrollo y planificación de Esencia se basa en 5 principios fundamentales de protección y mejora de los recursos naturales, entre ellos: la protección de la zona costera para promover resiliencia; la protección de corredores de drenaje natural; la preservación de áreas con pendientes mayores de 30%; la protección de zonas de mangle; y la protección y mejora de áreas de humedales; entre otras.

Por último, Esencia se presenta como un desarrollo de baja densidad, ya que ocupará menos del 25% del total de los terrenos, de los cuales un 15% será ocupado por huellas de edificios y 10% por calles de acceso y otros componentes de infraestructura. El restante 75% de los terrenos objeto de desarrollo se propone como áreas verdes, incluyendo amplias áreas de paisajismo, dos campos de golf y áreas a designarse como zonas de conservación.

El Proyecto se dividirá en 19 componentes a desarrollarse en fases, según descritos a continuación:

COMPONENTE 1	
Cabida Propuesta:	200.34 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	50 habitaciones de hotel 90 residencias turísticas entre 4 a 8 habitaciones
Unidades Básicas de Vivienda Estimadas:	20 UBV : Habitaciones de Hotel 132 UBV: Residencias Turísticas
Área Neta Estimada Comercial:	10,000 pies cuadrados

Área Neta Estimada de Restaurantes:	7,800 pies cuadrados

COMPONENTE 2	
Cabida Propuesta:	128.18 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	110 habitaciones de hotel 224 residencias turísticas entre 2 a 8 habitaciones
Unidades Básicas de Vivienda Estimadas:	44 UBV : Habitaciones de Hotel 257.6 UBV: Residencias Turísticas
Área Neta Estimada Comercial:	25,000 pies cuadrados
Área Neta Estimada de Restaurantes:	16,000 pies cuadrados

COMPONENTE 3	
Cabida Propuesta:	184.77 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	120 habitaciones de hotel 186 residencias turísticas entre 2 a 8 habitaciones
Unidades Básicas de Vivienda Estimadas:	48 UBV : Habitaciones de Hotel 254 UBV: Residencias Turísticas
Área Neta Estimada Comercial:	25,000 pies cuadrados
Área Neta Estimada de Restaurantes:	6,614 pies cuadrados

COMPONENTE 4	
Cabida Propuesta:	11.27 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	20 habitaciones de hotel 10 residencias turísticas de un máximo de 5 habitaciones
Unidades Básicas de Vivienda Estimadas:	8 UBV : Habitaciones de Hotel 14 UBV: Residencias Turísticas
Área Neta Estimada Comercial:	2,000 pies cuadrados
Área Neta Estimada de Restaurantes:	7,200 pies cuadrados

COMPONENTE 5	
Cabida Propuesta:	435.97 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	200 habitaciones de hotel 292 residencias turísticas entre 2 a 8 habitaciones
Unidades Básicas de Vivienda Estimadas:	80 UBV : Habitaciones de Hotel 429 UBV: Residencias Turísticas

Área Neta Estimada Comercial:	35,000 pies cuadrados
Área Neta Estimada de Restaurantes:	30,500 pies cuadrados

COMPONENTE 6	
Cabida Propuesta:	38.33 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	30 habitaciones de hotel 16 residencias turísticas de un máximo de 5 habitaciones
Unidades Básicas de Vivienda Estimadas:	12 UBV : Habitaciones de Hotel 22.4 UBV: Residencias Turísticas
Área Neta Estimada de Restaurantes	4,500 pies cuadrados

COMPONENTE 7 | WEST TOWNCENTER	
Cabida Propuesta:	13.13 cuerdas
Usos Propuestos:	Comercial + Cultural + Entretenimiento + Residencial + Oficinas + Medico + Institucional
Unidades Propuestas:	80 apartamentos entre 1 a 4 habitaciones
Unidades Básicas de Vivienda Estimadas:	70 UBV
Área Neta Estimada Comercial & Usos Relacionados:	140,000 pies cuadrados
Área Neta Estimada de Restaurantes:	28,600 pies cuadrados
Área Neta Estimada de Oficinas:	45,000 pies cuadrados

COMPONENTE 8 | GOLF A	
Cabida Propuesta:	218.8 cuerdas
Usos Propuestos:	Recreativo (Campo de Golf) + Casa Club + Residencias Turísticas
Unidades Propuestas:	16 residencias turísticas de un máximo de 4 habitaciones
Unidades Básicas de Vivienda Estimadas:	19.2 UBV
Área Neta Estimada Comercial:	25,000 pies cuadrados
Área Neta Estimada de Restaurantes:	8,000 pies cuadrados

COMPONENTE 9 | GOLF B	
Cabida Propuesta:	169.5 cuerdas
Usos Propuestos:	Recreativo (Campo de Golf) + Casa Club
Área Neta Estimada Comercial:	30,000 pies cuadrados

Área Neta Estimada de Restaurantes:	10,000 pies cuadrados

COMPONENTE 10 | CLUB DEPORTIVO	
Cabida Propuesta:	28.84 cuerdas
Usos Propuestos:	Recreativo (Club Deportivo) + Comercial
Área Neta Estimada Comercial:	8,000 pies cuadrados
Área Neta Estimada de Restaurante:	5,200 pies cuadrados

COMPONENTE 11 | ESCUELA	
Cabida Propuesta:	8.13 cuerdas
Usos Propuestos:	Educativo
Unidades Propuestas:	500 dormitorios
Unidades Básicas de Vivienda Estimadas:	200 UBV

COMPONENTE 12 | CLUB DE PLAYA	
Cabida Propuesta:	10.41 cuerdas
Usos Propuestos:	Recreativo (Club de Playa) + Residencias Turísticas
Unidades Propuestas:	6 residencias turísticas entre 2 y 4 habitaciones
Unidades Básicas de Vivienda Estimadas:	6 UBV
Área Neta Estimada Comercial:	12,000 pies cuadrados
Área Neta Estimada de Restaurantes:	13,000 pies cuadrados

COMPONENTE 13 | COMUNIDAD DE ARTISTAS	
Cabida Propuesta:	28.11 cuerdas
Usos Propuestos:	Residencias Turísticas + Comercial
Unidades Propuestas:	16 residencias turísticas de 1 habitación
Unidades Básicas de Vivienda Estimadas:	9.6 UBV
Área Neta Estimada Comercial:	10,000 pies cuadrados

COMPONENTE 14 | EAST TOWNCENTER	
Cabida Propuesta:	6.72 cuerdas
Usos Propuestos:	Comercial + Entretenimiento + Residencial + Oficinas
Unidades Propuestas:	52 apartamentos entre 2 a 4 habitaciones
Unidades Básicas de Vivienda Estimadas:	49.6 UBV
Área Neta Estimada Comercial:	16,500 pies cuadrados

Área Neta Estimada de Restaurantes:	19,000 pies cuadrados
Área Neta Estimada de Oficina:	15,000 pies cuadrados

COMPONENTE 15 | CENTRO DE TRAUMA	
Cabida Propuesta:	8.39 cuerdas
Usos Propuestos:	Médico
Área Neta Estimada Servicios Médicos:	28,000 pies cuadrados

COMPONENTE 16 | INFRAESTRUCTURA	
Cabida Propuesta:	43.29 cuerdas
Usos Propuestos:	Infraestructura & Servicios

COMPONENTE 17 | RESIDENCIAS PARA EMPLEADOS	
Cabida Propuesta:	4.85 cuerdas
Usos Propuestos:	Residencial
Unidades Propuestas:	144 apartamentos de 2 habitaciones
Unidades Básicas de Vivienda Estimadas:	115 UBV

COMPONENTE 18 | VIAS PRINCIPALES & ACCESOS	
Cabida Propuesta:	97.96 cuerdas
Usos Propuestos:	Vías & Accesos

COMPONENTE 19 | AREAS DE CONSERVACION	
Cabida Propuesta:	407.38 cuerdas
Usos Propuestos:	Conservación

El Proyecto se propone desarrollar mediante seis fases, con fechas estimadas de finalización de construcción según descritas a continuación:

FECHA ESTIMADA DE FINALIZACION DE CONSTRUCCION	COMPONENTE	USOS PROPUESTOS
2027	Componente 2	Hotel + Residencias Turísticas
	Componente 8	Campo de Golf A
	Componente 10	Club de Deportes
	Componente 11	Escuela
	Componente 12	Club de Playa
	Componente 15	Centro de Trauma
	Componente 16	Infraestructura
	Componente 17	Residencias para Empleados
	Componente 18	Vías Principales & Accesos

2028	Componente 1	Hotel + Residencias Turísticas
	Componente 3	Hotel + Residencias Turísticas
	Componente 14	*East Towncenter*
	Componente 6	Hotel + Residencias Turísticas
2029	Componente 4	Hotel + Residencias Turísticas
	Componente 7	*West Towncenter*
	Componente 13	Comunidad de Artistas
2030	Componente 5	Hotel + Residencias Turísticas
	Componente 9	Campo de Golf B
-	Componente 19	Áreas de Conservación

INFRAESTRUCTURA

El Proyecto propone la construcción de facilidades centralizadas privadas de infraestructura y utilidades como fuentes primarias para satisfacer las demandas del Proyecto, incluyendo y no limitado a lo siguiente: pavimentación de caminos existentes; creación de vías nuevas; puntos de acceso públicos y privados; sistema de recolección, tratamiento y disposición de aguas usadas; sistema solar de generación y distribución de electricidad; sistema de tratamiento y distribución de agua potable; y facilidades de distribución de telecomunicaciones. No obstante, el Proyecto propone conexión a las facilidades existentes en el sector a ser utilizadas como fuentes secundarias, de acuerdo con las recomendaciones de las agencias envueltas. Por tanto, las facilidades por proveerse para el Proyecto estarán sujetas a las condiciones y/o recomendaciones hechas por las diferentes agencias estatales y federales concernidas.

TRAMITE SOLICITADO

- LUMA

  Se solicita de esta agencia aquellas recomendaciones correspondientes a los 19 componentes del plano conceptual presentado que permitan desarrollar el diseño del Proyecto para obtener eventualmente su aprobación. Debido a la naturaleza preliminar del diseño del sistema, el estimado de la carga se basa en la designación del área (residencial, hotel, etc.) y el porcentaje de carga total basado en el área de la parcela. En la siguiente tabla se muestra un resumen de la carga total anticipada para el Proyecto.

AÑO	COMPONENTE	USOS PROPUESTOS	CARGAS ESTIMADAS (kW)
2027	Componente 2	Hotel + Residencias Turísticas	1831
	Componente 8	Campo de Golf A	411
	Componente 10	Club de Deportes	154
	Componente 11	Escuela	1547
	Componente 12	Club de Playa	81
	Componente 15	Centro de Trauma	100
	Componente 16	Infraestructura	500
	Componente 17	Residencias para Empleados	200
	Componente 18	Vías Principales & Accesos	100

2028	Componente 1	Hotel + Residencias Turísticas	1020
	Componente 3	Hotel + Residencias Turísticas	1158
	Componente 14	*East Towncenter*	*363*
	Componente 6	Hotel + Residencias Turísticas	333
2029	Componente 4	Hotel + Residencias Turísticas	304
	Componente 7	*West Towncenter*	*847*
	Componente 13	Comunidad de Artistas	66
2030	Componente 5	Hotel + Residencias Turísticas	3446
	Componente 9	Campo de Golf B	157
	Componente 19	Áreas de Conservación	0

Con base en los cálculos de carga de la sección anterior, la carga total del Proyecto se estima en aproximadamente 11.9 MW. Para tener en cuenta las pérdidas anticipadas del sistema y proporcionar espacio para el crecimiento futuro de la carga, el sistema de generación se diseñará para cumplir con una carga anticipada del sistema de 13.5 MW.

En el Proyecto se propone un sistema solar fotovoltaico a escala de servicios públicos y sistema solar fotovoltaico suplementario en las azoteas para la generación eléctrica necesaria en este proyecto. Se estima que se necesitarán aproximadamente 267 cuerdas de tierra dedicada para facilitar el proyecto de la granja solar de 13.5 MWac. La producción solar en las azoteas será menor que la de los sistemas típicos de granjas solares a escala de servicios públicos. Debido a esta reducción de la producción, la energía solar en las azoteas se considerará una fuente de energía complementaria en todo el sistema. Los sistemas solares fotovoltaicos también contarán con almacenamiento de batería de respaldo (BESS). Los sistemas de almacenamiento de baterías a menudo se implementan junto con sistemas de energía renovable suplementarios. Las fuentes renovables a menudo se benefician significativamente de la integración de BESS debido a la inconsistencia de las fuentes de generación. Los sistemas BESS se pueden utilizar para almacenar el exceso de generación de energía para descargarlo en condiciones de baja generación renovable (día nublado, poco viento, etc.).

En caso de emergencias se proponen sistemas de generadores de energía eléctrica diésel. Los generadores *in situ* pueden proporcionar una fuente confiable de energía sostenible para el sistema del Proyecto. La carga estimada del sistema de 13.5 MW dicta el nivel de generación de MW requerido. En adición, el Proyecto también contará con la conexión al sistema de red de servicios públicos como fuente secundaria.

El Proyecto cuenta con tres posibles puntos de interconexión con el sistema de red local. Estos posibles puntos de interconexión se abastecen de energía de la subestación Combate de 13 kV existente (ID de subestación LUMA: 6704-03). Debido a las preocupaciones de confiabilidad existentes con respecto al sistema de red local, la subestación Combate será tratada como una fuente de energía de respaldo.

Se incluye como Anejo 4 un plano conceptual identificando la localización preliminar propuesta de estas facilidades.

REGLAMENTOS APLICABLES

- Reglamento Conjunto Para la Evaluación y Expedición de Permisos Relacionados al Desarrollo, Uso de Terrenos y Operación de Negocios (2023)
- Reglamento de Sobre Áreas Especiales de Peligro a Inundación (Reglamento de Planificación Núm. 13) y National Flood Insurance Program (NFIP)
- International Building Code 2018
- International Fire Code 2018
- Puerto Rico Building Code 2018
- American with Disabilities Act
- American Society of Civil Engineer ASCE 24 & 7
- Puerto Rico Law 218-2008 Control and Prevention of the Lighting Pollution of Puerto Rico
- PR EQB 2014: Regulation to Control and Prevent Light Contamination

ANEJOS

- ANEJO 1: Tabla de Análisis de Propiedades
- ANEJO 2: Presentación de Proyecto Esquemático
- ANEJO 3: Presentación de Proyecto Esquemático
- ANEJO 4: Plano de Sitio Identificando la localización preliminar de las facilidades propuestas

ANEJO 1:
Tabla de Análisis de Propiedades

San Juan | The Hub - 200 Convention Blvd., Suite 201, San Juan, PR 00907 | 787.754.1381
New York | 641 Lexington Ave., 13th FL, Suite 1326, New York, NY 10022 | 212.271.5280
Miami | 1221 Brickell Ave., Suite 900, Miami, FL 33131 | 305.995.8299
info@advfirm.com | alvarezdiazvillalon.com

PROPIEDADES									
			CABIDA		COORDENADAS				
#	# CATASTRO	DATOS REGISTRALES # FINCA	METROS CUADRADOS	CUERDAS	COORDENADAS LAMBERT	NAD83	ZONA DE INUNDABILIDAD	CLASIFICACION	CALIFICACION
A-2	403-000-002-02-000	32,623	3074799.736	782.3918	Lat: 17.99743354, Lon: -67.19165510	x: 119688.6748, y: 218328.6761	VE/AE/A	SRC/SREP-E	DTS/CR/PR/ARD
105	379-089-327-75-000	18,839	19364.5933	4.9269	Lat: 18.00143842, Lon: -67.19461846	x: 119376.6813, y: 218773.2374	VE/AE/A	SREP-E	DTS/PR
106	379-089-327-76-000	18,840	22018.333	5.6000	Lat: 18.00129685, Lon: -67.19522847	x: 119312.0137, y: 218757.8370	VE/AE/A	SREP-E	DTS/PR
107	379-089-327-77-000	18,841	18,788.01	4.7802	Lat: 18.00114700, Lon: -67.19582078	x: 119249.2168, y: 218741.5125	VE/AE/A	SREP-E	DTS/PR
108	379-089-327-78-000	18,842	19213.4915	4.8884	Lat: 18.00102875, Lon: -67.19642370	x: 119185.3105, y: 218728.6911	VE/AE/A	SREP-E	DTS/PR
21	379-000-010-05-000	18,782	39286.311	9.9955	Lat: 18.00090126, Lon: -67.19741916	x: 119079.8291, y: 218715.0198	VE/AE/A	SREP-E	DTS/PR/R-G
20	379-000-010-04-000	18,781	26940.6211	6.8544	Lat: 18.00089464, Lon: -67.19862354	x: 118952.2776, y: 218714.8200	VE/AE/A	SREP-E	R-G/PR
19	379-000-010-03-000	18,830	20284.0211	5.1608	Lat: 18.00068522, Lon: -67.19951128	x: 118858.1662, y: 218692.0348	VE/AE/A	SREP-E	R-G/PR
181	379-000-009-05-000	18,816	36733.6034	9.3460	Lat: 18.00021912, Lon: -67.20061663	x: 118740.8886, y: 218640.9370	VE/AE/A	SREP-E	R-G/PR
1	379-000-009-03-000	18,818	20069.125	5.1049	Lat: 17.99804953, Lon: -67.20223772	x: 118568.3490, y: 218401.8318	VE/AE	SREP-E	R-G/DTS/PR
79	379-000-009-02-001	18,808	19659.2923	5.0019	Lat: 17.99888395, Lon: -67.20310188	x: 118568.3490, y: 218401.8318	VE/AE	SREP-E	R-G/DTS/PR
78	379-000-009-02-000	18,807	19772.2027	5.0306	Lat: 17.999073, Lon: -67.204503	x: 118477.2185, y: 218494.5697	VE/AE	SREP-E	R-G/DTS/PR
77	379-000-009-01-000	18,806	21123.5259	5.3744	Lat: 17.99882095, Lon: -67.20393835	x: 118388.6025, y: 218487.9695	VE/AE	SREP-E	R-G/PR
76	402-000-004-67-000	18,805	12385.5425	3.1512	Lat: 17.99861968, Lon: -67.20477501	x: 118299.7532, y: 218465.7618	VE/AE	SREP-E	R-G/PR
3	402-007-327-03-000	31,178	3753.9717	0.9551	Lat: 17.99807794, Lon: -67.20626622	x: 118141.5736, y: 218406.4678	VE/AE	SREP-E	R-G/PR
2	402-007-327-02-000	31,178	4509.3138	1.1473	Lat: 17.99796891, Lon: -67.20653676	x: 118112.8707, y: 218394.5216	VE/AE	SREP-E	R-G/PR
5	402-007-327-05-000	31,178	3905.4349	0.9936	Lat: 17.99710964, Lon: -67.20640198	x: 118126.7433, y: 218299.3580	1% ACF	SREP-E	R-G
4	402-007-327-04-000	31,178	3959.5333	1.0074	Lat: 17.99727382, Lon: -67.20599778	x: 118169.6273, y: 218317.3487	1% ACF	SREP-E	R-G
1	402-007-327-01-000	29,700	3840.336	0.9771	Lat: 17.99782854, Lon: -67.20680313	x: 118084.5957, y: 218379.1047	VE/AE	SREP-E	R-G/PR
42	402-000-004-64-000	18,700	19926.7077	5.0699	Lat: 17.99721353, Lon: -67.20731818	x: 118029.7610, y: 218311.2655	VE/AE	SREP-E	R-G/PR
72	402-007-327-90-000	18,718	20122.6755	5.1198	Lat: 17.99638496, Lon: -67.20798977	x: 117958.2478, y: 218219.8611	VE/AE	SREP-E	R-G/DTS/PR
70	402-007-327-15-000	18,716	19714.7056	5.0160	Lat: 17.99520022, Lon: -67.20951352	x: 117796.3169, y: 218089.4177	VE	SREP-E	DTS
69	402-017-327-16-000	18,715	19691.5244	5.0101	Lat: 17.99387986, Lon: -67.21033837	x: 117708.3392, y: 217943.6512	VE	SRC	DTS
81	402-017-327-17-000	18,721	19744.2876	5.0235	Lat: 17.99294528, Lon: -67.21090108	x: 117648.3047, y: 217840.4649	VE	SRC	DTS
68	402-017-327-06-000	18,714	20708.2307	5.2687	Lat: 17.99377528, Lon: -67.20907296	x: 117842.3072, y: 217931.5082	X	SREP-E	DTS
84	402-017-327-07-000	18,724	19694.6833	5.0109	Lat: 17.99280389, Lon: -67.20867881	x: 117883.5955, y: 217823.8185	X	SREP-E	DTS
73	402-007-327-13-000	18,719	20232.7025	5.1478	Lat: 17.99488068, Lon: -67.20754409	x: 118004.7442, y: 218053.1680	X	SREP-E	DTS

PROPIEDADES									
			CABIDA		COORDENADAS				
#	# CATASTRO	DATOS REGISTRALES # FINCA	METROS CUADRADOS	CUERDAS	COORDENADAS LAMBERT	NAD83	ZONA DE INUNDABILIDAD	CLASIFICACION	CALIFICACION
37	402-007-327-12-000	18,789	20470.741	5.2080	Lat: 17.99545079, Lon: -67.20653969	x: 118111.3839, y: 218115.8181	X	SREP-E	DTS
32	402-008-327-25-000	18,695	22149.1051	5.6353	Lat: 17.99662880, Lon: -67.20383430	x: 118398.6013, y: 218245.2970	X	SREP-E	DTS
57	402-008-327-27-000	18,710	20139.3584	5.1240	Lat: 17.99739764, Lon: -67.20134532	x: 118662.5565, y: 218329.2849	X	SREP-E	DTS
56	402-008-327-28-000	18,709	22626.4242	5.7568	Lat: 17.99773582, Lon: -67.20043922	x: 118758.6747, y: 218366.3119	X	SREP-E	DTS
55	402-009-327-29-000	18,708	23535.7454	5.9881	Lat: 17.99787271, Lon: -67.19955909	x: 118851.9482, y: 218381.0729	X	SREP-E	DTS
52	379-099-327-79-000	18,829	20229.2849	5.1474	Lat: 17.99916041, Lon: -67.19878694	x: 118934.1706, y: 218522.9485	X	SREP-E	DTS
54	402-009-327-30-000	18,707	21551.9387	5.4834	Lat: 17.99768492, Lon: -67.19844581	x: 118969.7647, y: 218359.7947	X	SREP-E	DTS
53	379-099-327-80-000	18,706	19212.5906	4.8882	Lat: 17.99902280, Lon: -67.19742660	x: 119078.1735, y: 218507.1159	X	SREP-E	DTS
113	379-099-327-81-000	18,847	21322.3403	5.4250	Lat: 17.99895240, Lon: -67.19615266	x: 119213.0574, y: 218498.7615	X	SREP-E	DTS
104	402-009-327-82-000	18,838	18526.0984	4.7135	Lat: 17.99771481, Lon: -67.19554463	x: 119276.8810, y: 218361.5173	X	SREP-E	DTS
112	402-009-327-84-000	18,846	20089.4749	5.1113	Lat: 17.99744519, Lon: -67.19648005	x: 119177.6905, y: 218332.0889	X	SREP-E	DTS
44	402-009-327-85-000	18,792	21490.5754	5.4678	Lat: 17.99714526, Lon: -67.19738323	x: 119082.0484, y: 218299.5963	X	SREP-E	DTS
16	402-008-327-33-000	18,694	20033.1585	5.0970	Lat: 17.99549516, Lon: -67.20205052	x: 118586.9873, y: 218119.0317	X	SREP-E	DTS
15	402-008-327-34-000	18,779	23027.7787	5.8589	Lat: 17.99477862, Lon: -67.20255393	x: 118533.1917, y: 218039.6447	X	SREP-E	DTS
138	402-018-327-35-000	18,762	21171.6639	5.3866	Lat: 17.99463437, Lon: -67.20335591	x: 118448.1886, y: 218024.0365	X	SREP-E	DTS
33	402-018-327-36-000	18,696	22020.4014	5.6026	Lat: 17.99432614, Lon: -67.20428479	x: 118349.6698, y: 217990.3357	X	SREP-E	DTS
38	402-018-327-10-000	17,790	20021.5593	5.0940	Lat: 17.99399504, Lon: -67.20528404	x: 118243.6866, y: 217954.1349	X	SREP-E	DTS
29	402-017-327-09-000	18,783	19750.4213	5.0250	Lat: 17.99379866, Lon: -67.20623360	x: 118143.0297, y: 217932.8247	X	SREP-E	DTS
65	402-017-327-08-000	18,711	19888.3404	5.0601	Lat: 17.99364480, Lon: -67.20743864	x: 118015.3337, y: 217916.3338	X	SREP-E	DTS
67	402-017-327-23-000	18,713	20137.9900	5.1237	Lat: 17.99248909, Lon: -67.20667382	x: 118095.7948, y: 217788.0783	X	SREP-E	DTS
85	402-000-004-69-000	18,725	20282.1421	5.1603	Lat: 17.99166219, Lon: -67.20712899	x: 118047.3493, y: 217697.0657	X	SRC/SREP-E	DTS
x	402-027-327-22-000	18,785	19671.4617	5.0055	Lat: 17.99153655, Lon: -67.20863460	x: 117887.6838, y: 217683.5304	X	SRC	DTS
17	402-018-327-24-000	18,780	21562.3366	5.4860	Lat: 17.99218834, Lon: -67.20481520	x: 118292.6473, y: 217754.2661	X	SRC	DTS
5	402-018-327-44-000	18,692	21160.8633	5.3839	Lat: 17.99256749, Lon: -67.20356706	x: 118424.8637, y: 217795.3688	X	SRC	DTS
6	402-018-327-43-000	18,693	20705.5310	5.2681	Lat: 17.99292322, Lon: -67.20258433	x: 118529.1093, y: 217834.3040	X	SRC	DTS
178	402-028-327-49-000	18,813	19958.3058	5.0779	Lat: 17.99175125, Lon: -67.20182135	x: 118609.3712, y: 217704.2512	X	SRC	DTS
64	402-018-327-42-000	18,802	20818.9024	5.2969	Lat: 17.99331564, Lon: -67.20139878	x: 118654.8513, y: 217877.2095	X	SRC	DTS

PROPIEDADES									
			CABIDA		COORDENADAS				
#	# CATASTRO	DATOS REGISTRALES # FINCA	METROS CUADRADOS	CUERDAS	COORDENADAS LAMBERT	NAD83	ZONA DE INUNDABILIDAD	CLASIFICACION	CALIFICACION
174	402-018-327-41-000	18,809	20377.1854	5.1845	Lat: 17.99324122, Lon: -67.20050133	x: 118749.8644, y: 217868.5738	X	SRC	DTS
39	402-018-327-40-000	18,697	20816.7973	5.2969	Lat: 17.99405363, Lon: -67.19989087	x: 118814.8928, y: 217958.2204	X	SRC	DTS
40	402-019-327-38-000	18,698	20157.6959	5.1287	Lat: 17.99427348, Lon: -67.19863087	x: 118948.4390, y: 217981.9950	X	SRC	DTS
22	402-019-327-37-000	18,831	20419.7597	5.1953	Lat: 17.99483658, Lon: -67.19769495	x: 119047.8203, y: 218043.9048	X	SRC	DTS
45	402-009-327-86-000	18,793	20887.0094	5.3142	Lat: 17.99493719, Lon: -67.19655814	x: 119168.2630, y: 218054.5383	X	SREP-E	DTS
110	402-009-327-87-000	18,844	17145.1235	4.3622	Lat: 17.99583991, Lon: -67.19616068	x: 119210.7736, y: 218154.2759	X	SREP-E	DTS
109	402-009-327-83-000	18,843	172266.7672	4.3931	Lat: 17.99608692, Lon: -67.19489753	x: 119344.6636, y: 218181.0582	X	SREP-E	DTS
60	402-009-327-72-000	18,798	20727.1922	5.2736	Lat: 17.99698396, Lon: -67.19399563	x: 119440.5924, y: 218279.9445	X	SRC/SREP-E	DTS
59	402-009-327-71-000	18,797	22912.7218	5.8296	Lat: 17.99571215, Lon: -67.19348093	x: 119494.5187, y: 218138.9554	X	SRC/SREP-E	DTS
111	402-019-327-88-000	18,845	17515.1883	4.4563	Lat: 17.99470737, Lon: -67.19518703	x: 119313.3680, y: 218028.4977	X	SREP-E	DTS
46	402-019-327-89-000	18,794	30321.6115	7.7146	Lat: 17.99329896, Lon: -67.19599492	x: 119227.1568, y: 217872.9706	X	SREP-E	DTS
34	402-019-327-68-000	18,786	25149.7093	6.3988	Lat: 17.99254581, Lon: -67.19485380	x: 119347.6640, y: 217789.1096	X	SREP-E	DTS
58	402-019-327-69-000	18,796	19553.9663	4.9751	Lat: 17.99411254, Lon: -67.19413338	x: 119424.6835, y: 217962.1979	X	SREP-E	DTS
13-B	402-000-005-28-000	24,097	464921.2499	118.2887	Lat: 17.99400574, Lon: -67.18904396	x: 119963.6440, y: 217948.1451	X	SRC	DTS
13-A	402-000-005-29-000	24,096	492773.8943	125.3751	Lat: 17.98977815, Lon: -67.18718309	x: 120158.7994, y: 217479.4250	X	SUNP	UR
76	403-000-002-15-000	4,523	24131.7812	6.1404	Lat: 17.99198924, Lon: -67.16696704	x: 122300.8707, y: 217715.4513	X	SRC	ARD
8-B	403-000-002-50-000	37,189	19958.1695	5.0784	Lat: 17.99189938, Lon: -67.16628831	x: 122372.7151, y: 217705.2183	X	SRC	ARD
78	402-029-327-57-000	18,787	19653.4048	5.0009	Lat: 17.99083209, Lon: -67.19608763	x: 119216.2006, y: 217599.9803	X	SRC	DTS
12	402-000-005-54-000	24,930	92045.321	23.4212	Lat: 17.98722323, Lon: -67.19363812	x: 119473.9700, y: 217199.4740	X	SRC	RT-I
47	402-019-327-51-000	21,859	20594.0529	5.2402	Lat: 17.99198647, Lon: -67.19699784	x: 119120.3335, y: 217728.1476	X	SRC	DTS
-	403-000-002-16-000	19,305	20071.5734	5.1073	Lat: 17.99245574, Lon: -67.16735907	x: 122259.5588, y: 217767.2502	X	SRC	ARD

PROPIEDADES PENDIENTES POR ADQUIRIR Y/O EN NEGOCIACION

			CABIDA		COORDENADAS				
#	# CATASTRO	DATOS REGISTRALES # FINCA	METROS CUADRADOS	CUERDAS	COORDENADAS LAMBERT	NAD83	ZONA DE INUNDABILIDAD	CLASIFICACION	CALIFICACION
7	379-000-009-04-000	18,822	18009.9359	4.5827	Lat: 17.99921227, Lon: -67.20175673	x: 118619.8282, y: 218530.3099	VE/AE	SREP-E	R-G/PR
75	402-000-004-66-000	18,804	17705.3569	4.5052	Lat: 17.99808128, Lon: -67.20555272	x: 118217.1391, y: 218406.5192	VE/AE	SREP-E	R-G/PR
71	402-007-327-14-000	18,717	19757.4574	5.0273	Lat: 17.99563125, Lon: -67.20858516	x: 117894.8390, y: 218136.7070	VE	SREP-E	DTS
41	402-008-327-11-000	18,699	20885.9676	5.3145	Lat: 17.99576891, Lon: -67.20565987	x: 118204.7120, y: 218150.6344	X	SREP-E	DTS
38	402-000-004-68-000	18,818	20255.2677	5.1540	Lat: 17.99625303, Lon: -67.20469355	x: 118307.2767, y: 218203.7853	X	SREP-E	DTS
62	379-099-327-74-000	18,800	19527.7894	4.9689	Lat: 17.99929836, Lon: -67.19450370	x: 119387.8501, y: 218536.3256	X	SREP-E	DTS
61	379-099-327-73-000	18,799	20290.0349	5.1629	Lat: 17.99814069, Lon: -67.19426250	x: 119412.8619, y: 218408.0891	X	SREP-E	DTS
53	402-009-327-31-000	-	40666.1094	10.3476	Lat: 17.99612389, Lon: -67.19872666	x: 118939.2990, y: 218187.1450	X	SREP-E	DTS
179	402-008-327-39-000	18,814	20559.3304	5.2314	Lat: 17.99534984, Lon: -67.19984573	x: 118820.2739, y: 218101.6643	X	SRC	DTS
180	402-008-327-32-000	-	21702.9561	5.5224	Lat: 17.99553751, Lon: -67.20112057	x: 118685.4953, y: 218123.3057	X	SREP-E	DTS
-	402-027-327-21-000	-	19717.2213	5.0171	Lat: 17.99154158, Lon: -67.20984636	x: 117759.3502, y: 217684.6307	X	SRC	DTS
31	402-027-327-20-000	-	19679.8355	5.0076	Lat: 17.99137073, Lon: -67.21093952	x: 117643.4936, y: 217666.2126	X	SRC	DTS
BB	402-020-327-70-000	-	22217.2462	5.6532	Lat: 17.99398170, Lon: -67.19314572	x: 119529.2242, y: 217947.2823	X	SREP-E	DTS

ANEJO 2:
Presentación de Proyecto Esquemático

San Juan | The Hub - 200 Convention Blvd., Suite 201, San Juan, PR 00907 | 787.754.1381
New York | 641 Lexington Ave., 13th FL, Suite 1326, New York, NY 10022 | 212.271.5280
Miami | 1221 Brickell Ave., Suite 900, Miami, FL 33131 | 305.995.8299
info@advfirm.com | alvarezdiazvillalon.com

CONCEPTUAL PLAN
DETAILED ILLUSTRATIVE OVERALL PLAN



SCALE: 1:15,000

0 250m 500m 1,000m

ESENCIA
CONCEPTUAL PLANNING
MAY 2024

Rees Jones, Inc. GOLF COURSE DESIGN

edsa

AD&V ALVAREZ-DIAZ & VILLALÓN

ANEJO 3:
Presentación de Proyecto Esquemático

San Juan | The Hub - 200 Convention Blvd., Suite 201, San Juan, PR 00907 | 787.754.1381
New York | 641 Lexington Ave., 13th FL, Suite 1326, New York, NY 10022 | 212.271.5280
Miami | 1221 Brickell Ave., Suite 900, Miami, FL 33131 | 305.995.8299
info@advfirm.com | alvarezdiazvillalon.com

CONCEPTUAL PLAN
DETAILED ILLUSTRATIVE OVERALL PLAN



SCALE: 1:15,000

0 250m 500m 1,000m

ESENCIA
CONCEPTUAL PLANNING
MAY 2024

Rees Jones, Inc. GOLF COURSE DESIGN

edsa

AD&V ALVAREZ-DIAZ & VILLALÓN

ANEJO 4:
Plano de Sitio Identificando la localización preliminar de las facilidades propuestas

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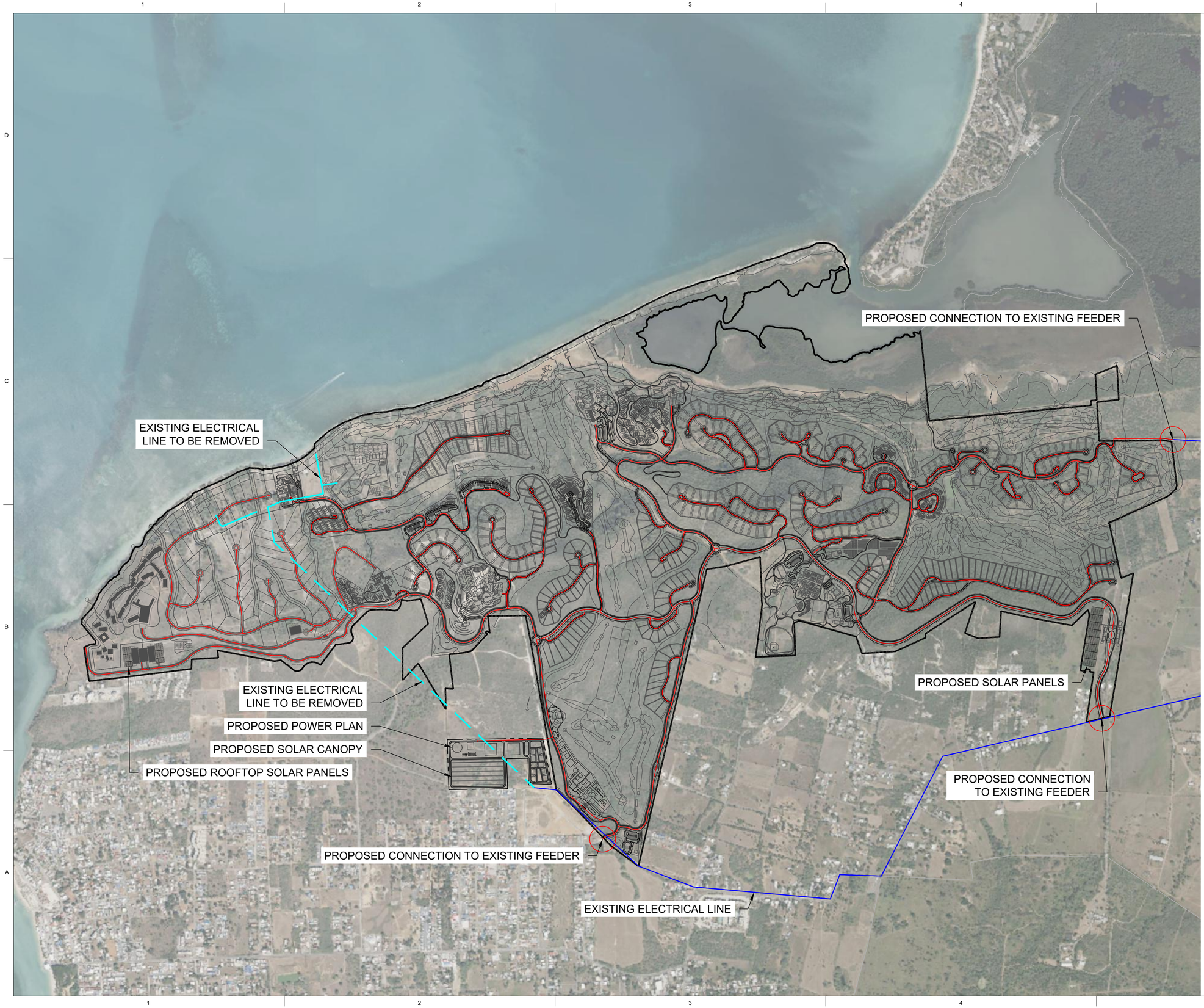

NORTH

0 160 320 480

GRAPHIC SCALE 1: 8000

LEGEND:

- PROPERTY BOUNDARY
- PROPOSED POWER FEEDER
- EXISTING POWER FEEDER
- EXISTING POWER FEEDER TO BE REMOVED
- COONECTION TO EXISTING FEEDER

ALVAREZ-DIAZ & VILLALÓN
ARCHITECTURE | INTERIOR DESIGN
Puerto Rico Convention Center District
The Hub 200 Convention Boulevard Suite 201
San Juan, PR 00907
P (787) 754-1381
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CONSULTANT

Kimley»Horn
Puerto Rico, LLC.
MILLENIUM PARK PLAZA, SUITE 435, 15 CALLE 2
GUAYNABO, PUERTO RICO, 00968
PHONE: 787-782-5050
WWW.KIMLEY-HORN.COM

OWNER

SEAL

PROJECT INFORMATION

PR3750000
ESENCIA
CABO ROJO
PUERTO RICO

5/22/2024

REVISIONS

NO.	DESCRIPTION	DATE

DATE ISSUED:	02/2024
REVIEWED BY:	JR
DRAWN BY:	JL
DESIGNED BY:	JR
PROJECT NUMBER:	PR3750000

SHEET TITLE

PROPOSED POWER DISTRIBUTION

SHEET ID

EX-1

SCHEMATIC DESIGN

CONCEPTUAL PLAN
DETAILED ILLUSTRATIVE OVERALL PLAN



SCALE: 1:15,000

0 250m 500m 1,000m

ESENCIA
CONCEPTUAL PLANNING
MAY 2024

Rees Jones, Inc. GOLF COURSE DESIGN

edsa

AD&V ALVAREZ-DIAZ & VILLALÓN

CONCEPTUAL PLAN
DETAILED ILLUSTRATIVE OVERALL PLAN



SCALE: 1:15,000

0 250m 500m 1,000m

ESENCIA
CONCEPTUAL PLANNING
MAY 2024

Rees Jones, Inc. GOLF COURSE DESIGN

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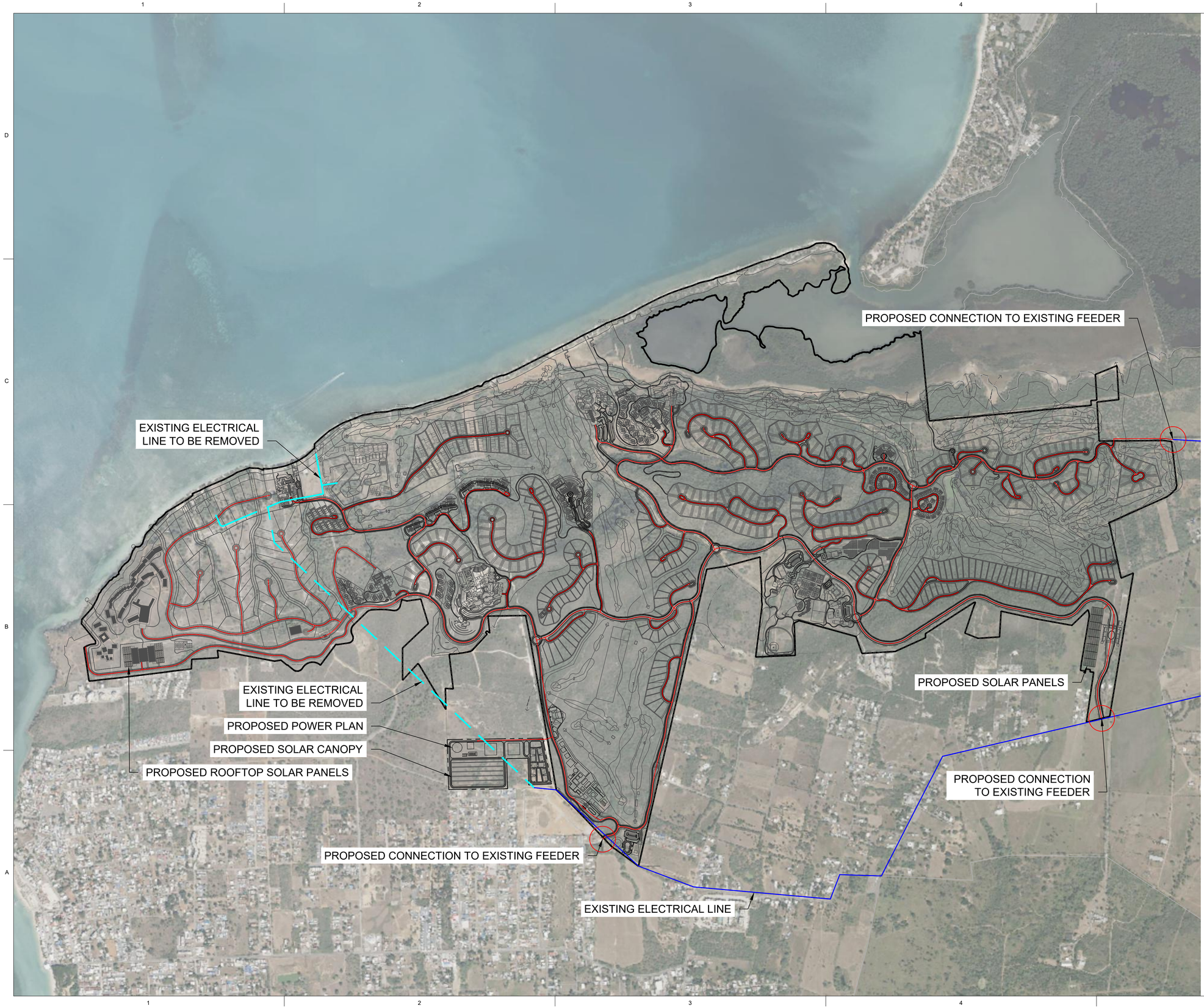
AD&V ALVAREZ-DIAZ & VILLALÓN


Boqueron
Bay
Balneario Publico
de Boqueron
Refugio De Vida
Silvestre de Boqueron
Caño
Boqueron
Los Pozos
Beach
El Combate
Corozo
Refugio Nacional
De Vida Silvestre de Cabo Rojo



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5/22/2024

REVISIONS

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SHEET TITLE

PROPOSED POWER DISTRIBUTION

SHEET ID

EX-1

SCHEMATIC DESIGN

Nombre del Proyecto	Esencia
Fecha	05.23.2024
Re:	Memorial Explicativo | SRI

INFORMACIÓN GENERAL DEL PROYECTO	
Descripción Del Solar	*Cabo Rojo Land Acquisition LLC adquirió el título y/u opciones de adquirir título de múltiples parcelas de terreno localizadas en la Carr. Estatal PR-301, Km 10.05 del Barrio Boquerón en el Municipio de Cabo Rojo, Puerto Rico. Los predios tienen una cabida superficial total de aproximadamente 6,088,514 metros cuadrados, equivalentes a 1,549 cuerdas (en adelante referidos como la "Propiedad" o "los terrenos"). Los terrenos tienen acceso a través de la Carretera Estatal PR-301, Km 10.05 del Municipio de Cabo Rojo.*

DUEÑO Y PROPONENTE	
Nombre:	Cabo Rojo Land Aquisition LLC
Representante Autorizado:	Gladys Fontanez
Dirección:	361 San Francisco Street, Suite 4, San Juan, PR, 00901
Teléfono:	(787) 723-8756
DESARROLLADOR	
Nombre:	Three Rules Capital
Representante Autorizado:	Roberto Ruiz
Dirección:	250 Avenida Muñoz Rivera , Suite 440, San Juan, PR 00928
Teléfono:	(787) 367-5708
PROYECTISTA	
Nombre:	Alvarez-Diaz & Villalon® (ADVision, PSC)
Representante Autorizado:	Arq. Ricardo Alvarez-Diaz
Dirección:	PO Box 16318, San Juan PR 00908-6318
Teléfono:	(787) 754-1381
Email:	permits@aldivi.com

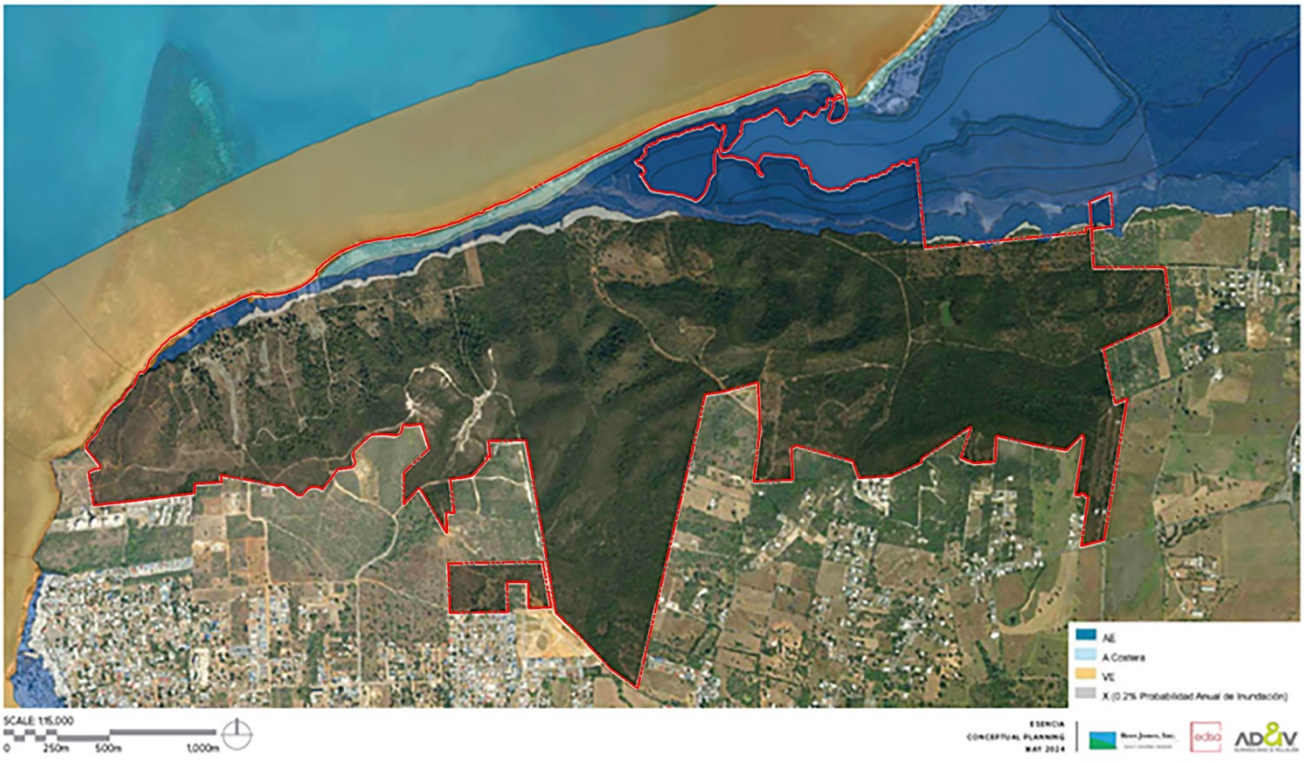
PROPIEDADES & TITULARIDAD

Se incluye como Anejo #1 un listado de las parcelas que componen el proyecto propuesto, que incluye: cabidas, coordenadas, números de catastro, calificaciones, clasificaciones, zona de inundabilidad y datos registrales.

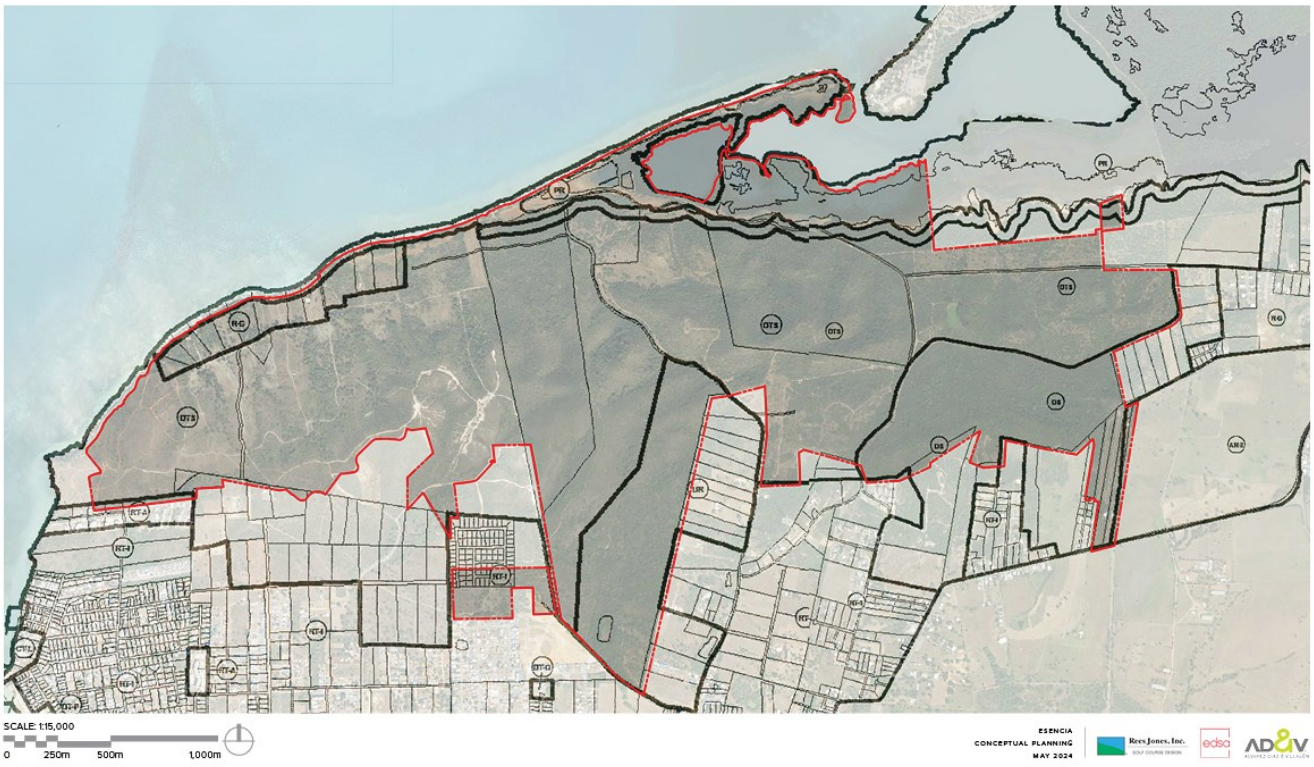
LOCALIZACION DEL PROYECTO, Figura 1



MAPA DE INUNDABILIDAD, Figura 2



MAPA ZONA DE INTERES TURISTICO CABO ROJO, Figura 3



DESCRIPCIÓN GENERAL DEL PROYECTO PROPUESTO

Cabo Rojo Land Acquisition, LLC (en adelante el "Proponente") propone un desarrollo turístico-residencial en el Municipio de Cabo Rojo (en adelante "Esencia" o el "Proyecto") que está compuesto por 81 parcelas con una cabida total de 1,549 cuerdas (6,088,514 metros cuadrados) (Ver Figura 1). La topografía de los terrenos muestra cambios en elevación desde un mínimo de 1 metro hasta un máximo de 107 metros sobre el nivel del mar y, en su mayoría, quedan fuera del nivel de inundabilidad establecido por los mapas ABFE del 2018 (Ver Figura 2). Los terrenos objeto de desarrollo están calificados como DTS, R-G, DS y UR; clasificados como SUNP, SRC, SREP; y figuran dentro de la Zona Especial Sobrepuesta de Interés Turístico de Cabo Rojo (Ver Figura 3).

La Propiedad colinda por el Norte con el Mar Caribe y el Caño Boquerón, y por el Sur, Este y Oeste con desarrollos residenciales unifamiliares y multifamiliares, áreas no desarrolladas y la Carretera Estatal PR-301. El Proyecto contará con tres puntos de acceso, siendo los dos principales a través de la Carretera Estatal PR-301 y uno secundario a través del Camino Monte Carlo.

En el contexto inmediato del Proyecto existen numerosas áreas de interés turístico, que incluyen: el Balneario Público de Boquerón; el Poblado de Boquerón; el Club Náutico de Boquerón; variedad de comercios; restaurantes; hoteles; paradores; y propiedades residenciales utilizadas como alojamientos a corto plazo; entre otras. El Proyecto además se ubica cercano a áreas de atractivos naturales como lo son: el Refugio de Vida Silvestre de Boquerón; la Playa El Combate; y otros puntos de interés que sirven al público turístico que frecuenta el área.

En la actualidad, la mayoría de los terrenos no están desarrollados, con algunos usos no consolidados tales como: glamping; área para vehículos recreativos (RV Park); y estructuras abandonadas que fueron utilizadas previamente como

residencias unifamiliares. De igual manera, los terrenos no desarrollados son utilizados por grupos y organizaciones externas para hacer carreras de ciclismo de montaña, carreras de vehículos todoterreno y senderismo.

Es importante señalar que como parte del Proyecto se contemplan varias parcelas que al presente no pertenecen a Cabo Rojo Land Acquisition, LLC, pero que se vislumbran si lo sean en el futuro, ello sujeto a las negociaciones con varios de sus actuales propietarios. De no adquirirse dichas parcelas ello no impediría el desarrollo del Proyecto según representado en el plano conceptual presentado en el Anejo 2, en el que se identifican estas parcelas, mostrándolas en su estado actual y garantizando sus accesos a través de las vías propuestas.

No obstante, y debido a que dichas parcelas podrían formar del Proyecto, se incluye como Anejo 3 un plano conceptual en el que se incluyen todas estas parcelas como parte del desarrollo propuesto y que fueron evaluadas por el equipo técnico contratado por Cabo Rojo Land Acquisition, LLC. Por lo tanto, esta solicitud basa su programa y sus análisis de demanda a base de la versión más abarcadora del Proyecto según representado en el Anejo 3, esto para asegurar que las recomendaciones aquí solicitadas evalúen el impacto de la totalidad de la acción propuesta.

Cónsono con lo anterior, el plano conceptual del Proyecto (Anejo 3) propone usos hoteleros, de recreación y turístico-residenciales, siendo cónsonos con los usos existentes en el sector. Específicamente, se propone el desarrollo de: 530 unidades de hotel; 1,132 residencias turísticas unifamiliares y multifamiliares; una escuela con 500 unidades de vivienda para estudiantes; áreas recreativas; campos de golf; áreas de servicio médico; áreas comerciales y de entretenimiento; áreas de agricultura; y áreas de servicio e infraestructura. El Proyecto incluye además cuatro accesos públicos vehiculares a la playa con instalaciones sanitarias, apoyo para actividades públicas recreativas como el senderismo, observación de aves y ciclismo de montaña, y dos centros de actividades (*Towncenters*), donde se proveerá espacio para comercios y servicios, estableciendo ofertas gastronómicas, recreativas, culturales, religiosas y otros servicios esenciales para la comunidad en general.

El concepto de desarrollo y planificación de Esencia se basa en 5 principios fundamentales de protección y mejora de los recursos naturales, entre ellos: la protección de la zona costera para promover resiliencia; la protección de corredores de drenaje natural; la preservación de áreas con pendientes mayores de 30%; la protección de zonas de mangle; y la protección y mejora de áreas de humedales; entre otras.

Por último, Esencia se presenta como un desarrollo de baja densidad, ya que ocupará menos del 25% del total de los terrenos, de los cuales un 15% será ocupado por huellas de edificios y 10% por calles de acceso y otros componentes de infraestructura. El restante 75% de los terrenos objeto de desarrollo se propone como áreas verdes, incluyendo amplias áreas de paisajismo, dos campos de golf y áreas a designarse como zonas de conservación.

El Proyecto se dividirá en 19 componentes a desarrollarse en fases, según descritos a continuación:

COMPONENTE 1	
Cabida Propuesta:	200.34 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	50 habitaciones de hotel 90 residencias turísticas entre 4 a 8 habitaciones
Unidades Básicas de Vivienda Estimadas:	20 UBV : Habitaciones de Hotel 132 UBV: Residencias Turísticas
Área Neta Estimada Comercial:	10,000 pies cuadrados

Área Neta Estimada de Restaurantes:	7,800 pies cuadrados

COMPONENTE 2	
Cabida Propuesta:	128.18 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	110 habitaciones de hotel 224 residencias turísticas entre 2 a 8 habitaciones
Unidades Básicas de Vivienda Estimadas:	44 UBV : Habitaciones de Hotel 257.6 UBV: Residencias Turísticas
Área Neta Estimada Comercial:	25,000 pies cuadrados
Área Neta Estimada de Restaurantes:	16,000 pies cuadrados

COMPONENTE 3	
Cabida Propuesta:	184.77 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	120 habitaciones de hotel 186 residencias turísticas entre 2 a 8 habitaciones
Unidades Básicas de Vivienda Estimadas:	48 UBV : Habitaciones de Hotel 254 UBV: Residencias Turísticas
Área Neta Estimada Comercial:	25,000 pies cuadrados
Área Neta Estimada de Restaurantes:	6,614 pies cuadrados

COMPONENTE 4	
Cabida Propuesta:	11.27 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	20 habitaciones de hotel 10 residencias turísticas de un máximo de 5 habitaciones
Unidades Básicas de Vivienda Estimadas:	8 UBV : Habitaciones de Hotel 14 UBV: Residencias Turísticas
Área Neta Estimada Comercial:	2,000 pies cuadrados
Área Neta Estimada de Restaurantes:	7,200 pies cuadrados

COMPONENTE 5	
Cabida Propuesta:	435.97 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	200 habitaciones de hotel 292 residencias turísticas entre 2 a 8 habitaciones
Unidades Básicas de Vivienda Estimadas:	80 UBV : Habitaciones de Hotel 429 UBV: Residencias Turísticas

Área Neta Estimada Comercial:	35,000 pies cuadrados
Área Neta Estimada de Restaurantes:	30,500 pies cuadrados

COMPONENTE 6	
Cabida Propuesta:	38.33 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	30 habitaciones de hotel 16 residencias turísticas de un máximo de 5 habitaciones
Unidades Básicas de Vivienda Estimadas:	12 UBV : Habitaciones de Hotel 22.4 UBV: Residencias Turísticas
Área Neta Estimada de Restaurantes	4,500 pies cuadrados

COMPONENTE 7 | WEST TOWNCENTER	
Cabida Propuesta:	13.13 cuerdas
Usos Propuestos:	Comercial + Cultural + Entretenimiento + Residencial + Oficinas + Medico + Institucional
Unidades Propuestas:	80 apartamentos entre 1 a 4 habitaciones
Unidades Básicas de Vivienda Estimadas:	70 UBV
Área Neta Estimada Comercial & Usos Relacionados:	140,000 pies cuadrados
Área Neta Estimada de Restaurantes:	28,600 pies cuadrados
Área Neta Estimada de Oficinas:	45,000 pies cuadrados

COMPONENTE 8 | GOLF A	
Cabida Propuesta:	218.8 cuerdas
Usos Propuestos:	Recreativo (Campo de Golf) + Casa Club + Residencias Turísticas
Unidades Propuestas:	16 residencias turísticas de un máximo de 4 habitaciones
Unidades Básicas de Vivienda Estimadas:	19.2 UBV
Área Neta Estimada Comercial:	25,000 pies cuadrados
Área Neta Estimada de Restaurantes:	8,000 pies cuadrados

COMPONENTE 9 | GOLF B	
Cabida Propuesta:	169.5 cuerdas
Usos Propuestos:	Recreativo (Campo de Golf) + Casa Club
Área Neta Estimada Comercial:	30,000 pies cuadrados

Área Neta Estimada de Restaurantes:	10,000 pies cuadrados

COMPONENTE 10 | CLUB DEPORTIVO	
Cabida Propuesta:	28.84 cuerdas
Usos Propuestos:	Recreativo (Club Deportivo) + Comercial
Área Neta Estimada Comercial:	8,000 pies cuadrados
Área Neta Estimada de Restaurante:	5,200 pies cuadrados

COMPONENTE 11 | ESCUELA	
Cabida Propuesta:	8.13 cuerdas
Usos Propuestos:	Educativo
Unidades Propuestas:	500 dormitorios
Unidades Básicas de Vivienda Estimadas:	200 UBV

COMPONENTE 12 | CLUB DE PLAYA	
Cabida Propuesta:	10.41 cuerdas
Usos Propuestos:	Recreativo (Club de Playa) + Residencias Turísticas
Unidades Propuestas:	6 residencias turísticas entre 2 y 4 habitaciones
Unidades Básicas de Vivienda Estimadas:	6 UBV
Área Neta Estimada Comercial:	12,000 pies cuadrados
Área Neta Estimada de Restaurantes:	13,000 pies cuadrados

COMPONENTE 13 | COMUNIDAD DE ARTISTAS	
Cabida Propuesta:	28.11 cuerdas
Usos Propuestos:	Residencias Turísticas + Comercial
Unidades Propuestas:	16 residencias turísticas de 1 habitación
Unidades Básicas de Vivienda Estimadas:	9.6 UBV
Área Neta Estimada Comercial:	10,000 pies cuadrados

COMPONENTE 14 | EAST TOWNCENTER	
Cabida Propuesta:	6.72 cuerdas
Usos Propuestos:	Comercial + Entretenimiento + Residencial + Oficinas
Unidades Propuestas:	52 apartamentos entre 2 a 4 habitaciones
Unidades Básicas de Vivienda Estimadas:	49.6 UBV
Área Neta Estimada Comercial:	16,500 pies cuadrados

Área Neta Estimada de Restaurantes:	19,000 pies cuadrados
Área Neta Estimada de Oficina:	15,000 pies cuadrados

COMPONENTE 15 | CENTRO DE TRAUMA	
Cabida Propuesta:	8.39 cuerdas
Usos Propuestos:	Médico
Área Neta Estimada Servicios Médicos:	28,000 pies cuadrados

COMPONENTE 16 | INFRAESTRUCTURA	
Cabida Propuesta:	43.29 cuerdas
Usos Propuestos:	Infraestructura & Servicios

COMPONENTE 17 | RESIDENCIAS PARA EMPLEADOS	
Cabida Propuesta:	4.85 cuerdas
Usos Propuestos:	Residencial
Unidades Propuestas:	144 apartamentos de 2 habitaciones
Unidades Básicas de Vivienda Estimadas:	115 UBV

COMPONENTE 18 | VIAS PRINCIPALES & ACCESOS	
Cabida Propuesta:	97.96 cuerdas
Usos Propuestos:	Vías & Accesos

COMPONENTE 19 | AREAS DE CONSERVACION	
Cabida Propuesta:	407.38 cuerdas
Usos Propuestos:	Conservación

El Proyecto se propone desarrollar mediante seis fases, con fechas estimadas de finalización de construcción según descritas a continuación:

FECHA ESTIMADA DE FINALIZACION DE CONSTRUCCION	COMPONENTE	USOS PROPUESTOS
2027	Componente 2	Hotel + Residencias Turísticas
	Componente 8	Campo de Golf A
	Componente 10	Club de Deportes
	Componente 11	Escuela
	Componente 12	Club de Playa
	Componente 15	Centro de Trauma
	Componente 16	Infraestructura
	Componente 17	Residencias para Empleados
	Componente 18	Vías Principales & Accesos

2028	Componente 1	Hotel + Residencias Turísticas
	Componente 3	Hotel + Residencias Turísticas
	Componente 14	*East Towncenter*
	Componente 6	Hotel + Residencias Turísticas
2029	Componente 4	Hotel + Residencias Turísticas
	Componente 7	*West Towncenter*
	Componente 13	Comunidad de Artistas
2030	Componente 5	Hotel + Residencias Turísticas
	Componente 9	Campo de Golf B
-	Componente 19	Áreas de Conservación

INFRAESTRUCTURA

El Proyecto propone la construcción de facilidades centralizadas privadas de infraestructura y utilidades como fuentes primarias para satisfacer las demandas del Proyecto, incluyendo y no limitado a lo siguiente: pavimentación de caminos existentes; creación de vías nuevas; puntos de acceso públicos y privados; sistema de recolección, tratamiento y disposición de aguas usadas; sistema solar de generación y distribución de electricidad; sistema de tratamiento y distribución de agua potable; y facilidades de distribución de telecomunicaciones. No obstante, el Proyecto propone conexión a las facilidades existentes en el sector a ser utilizadas como fuentes secundarias, de acuerdo con las recomendaciones de las agencias envueltas. Por tanto, las facilidades por proveerse para el Proyecto estarán sujetas a las condiciones y/o recomendaciones hechas por las diferentes agencias estatales y federales concernidas.

TRAMITE SOLICITADO

- NETPR-Negociado de Telecomunicaciones de PR

  Se presenta el Proyecto ante el Negociado de Telecomunicaciones para su consideración y recomendación de puntos de conexión. En el Proyecto se propone que toda la infraestructura de telecomunicaciones sea manejada de forma privada dentro de sus predios. Esencia contará con un servicio de Centro de Data (*Data Center)* el cual será el punto de llegada de la conexión de telecomunicaciones. Este *Data Center* será la fuente de manejo y distribución para el Proyecto. Cabo Rojo Land Acquisition, LLC propone la creación de una compañía privada que brindara la distribución, mantenimiento, cobro y apoyo técnico para toda la infraestructura de telecomunicaciones dentro del Proyecto.

  El *Data Center* será manejado por la compañía creada y será el punto de inicio para la distribución de servicio a través de todo el Proyecto. En esta fase conceptual se propone el *Data Center* aproximadamente en las coordenadas: X: 217262.2500, Y: 119569.7338. Cabo Rojo Land Acquisition, LLC les propondrá a las compañías de telecomunicaciones un arrendamiento (a ser discutido) para los servicios de telecomunicaciones a llegar hasta el *Data Center*. Se incluye como Anejo 4 un plano conceptual identificando la localización preliminar propuesta de estas facilidades.

REGLAMENTOS APLICABLES

- Reglamento Conjunto Para la Evaluación y Expedición de Permisos Relacionados al Desarrollo, Uso de Terrenos y Operación de Negocios (2023)

- Reglamento de Sobre Áreas Especiales de Peligro a Inundación (Reglamento de Planificación Núm. 13) y National Flood Insurance Program (NFIP)
- International Building Code 2018
- International Fire Code 2018
- Puerto Rico Building Code 2018
- American with Disabilities Act
- American Society of Civil Engineer ASCE 24 & 7
- Puerto Rico Law 218-2008 Control and Prevention of the Lighting Pollution of Puerto Rico
- PR EQB 2014: Regulation to Control and Prevent Light Contamination

ANEJOS

- ANEJO 1: Tabla de Análisis de Propiedades
- ANEJO 2: Presentación de Proyecto Esquemático
- ANEJO 3: Presentación de Proyecto Esquemático
- ANEJO 4: Plano de Sitio Identificando la localización preliminar de las facilidades propuestas

ANEJO 1:
Tabla de Análisis de Propiedades

San Juan | The Hub - 200 Convention Blvd., Suite 201, San Juan, PR 00907 | 787.754.1381
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Miami | 1221 Brickell Ave., Suite 900, Miami, FL 33131 | 305.995.8299
info@advfirm.com | alvarezdiazvillalon.com

PROPIEDADES									
			CABIDA		COORDENADAS				
#	# CATASTRO	DATOS REGISTRALES # FINCA	METROS CUADRADOS	CUERDAS	COORDENADAS LAMBERT	NAD83	ZONA DE INUNDABILIDAD	CLASIFICACION	CALIFICACION
A-2	403-000-002-02-000	32,623	3074799.736	782.3918	Lat: 17.99743354, Lon: -67.19165510	x: 119688.6748, y: 218328.6761	VE/AE/A	SRC/SREP-E	DTS/CR/PR/ARD
105	379-089-327-75-000	18,839	19364.5933	4.9269	Lat: 18.00143842, Lon: -67.19461846	x: 119376.6813, y: 218773.2374	VE/AE/A	SREP-E	DTS/PR
106	379-089-327-76-000	18,840	22018.333	5.6000	Lat: 18.00129685, Lon: -67.19522847	x: 119312.0137, y: 218757.8370	VE/AE/A	SREP-E	DTS/PR
107	379-089-327-77-000	18,841	18,788.01	4.7802	Lat: 18.00114700, Lon: -67.19582078	x: 119249.2168, y: 218741.5125	VE/AE/A	SREP-E	DTS/PR
108	379-089-327-78-000	18,842	19213.4915	4.8884	Lat: 18.00102875, Lon: -67.19642370	x: 119185.3105, y: 218728.6911	VE/AE/A	SREP-E	DTS/PR
21	379-000-010-05-000	18,782	39286.311	9.9955	Lat: 18.00090126, Lon: -67.19741916	x: 119079.8291, y: 218715.0198	VE/AE/A	SREP-E	DTS/PR/R-G
20	379-000-010-04-000	18,781	26940.6211	6.8544	Lat: 18.00089464, Lon: -67.19862354	x: 118952.2776, y: 218714.8200	VE/AE/A	SREP-E	R-G/PR
19	379-000-010-03-000	18,830	20284.0211	5.1608	Lat: 18.00068522, Lon: -67.19951128	x: 118858.1662, y: 218692.0348	VE/AE/A	SREP-E	R-G/PR
181	379-000-009-05-000	18,816	36733.6034	9.3460	Lat: 18.00021912, Lon: -67.20061663	x: 118740.8886, y: 218640.9370	VE/AE/A	SREP-E	R-G/PR
1	379-000-009-03-000	18,818	20069.125	5.1049	Lat: 17.99804953, Lon: -67.20223772	x: 118568.3490, y: 218401.8318	VE/AE	SREP-E	R-G/DTS/PR
79	379-000-009-02-001	18,808	19659.2923	5.0019	Lat: 17.99888395, Lon: -67.20310188	x: 118568.3490, y: 218401.8318	VE/AE	SREP-E	R-G/DTS/PR
78	379-000-009-02-000	18,807	19772.2027	5.0306	Lat: 17.999073, Lon: -67.204503	x: 118477.2185, y: 218494.5697	VE/AE	SREP-E	R-G/DTS/PR
77	379-000-009-01-000	18,806	21123.5259	5.3744	Lat: 17.99882095, Lon: -67.20393835	x: 118388.6025, y: 218487.9695	VE/AE	SREP-E	R-G/PR
76	402-000-004-67-000	18,805	12385.5425	3.1512	Lat: 17.99861968, Lon: -67.20477501	x: 118299.7532, y: 218465.7618	VE/AE	SREP-E	R-G/PR
3	402-007-327-03-000	31,178	3753.9717	0.9551	Lat: 17.99807794, Lon: -67.20626622	x: 118141.5736, y: 218406.4678	VE/AE	SREP-E	R-G/PR
2	402-007-327-02-000	31,178	4509.3138	1.1473	Lat: 17.99796891, Lon: -67.20653676	x: 118112.8707, y: 218394.5216	VE/AE	SREP-E	R-G/PR
5	402-007-327-05-000	31,178	3905.4349	0.9936	Lat: 17.99710964, Lon: -67.20640198	x: 118126.7433, y: 218299.3580	1% ACF	SREP-E	R-G
4	402-007-327-04-000	31,178	3959.5333	1.0074	Lat: 17.99727382, Lon: -67.20599778	x: 118169.6273, y: 218317.3487	1% ACF	SREP-E	R-G
1	402-007-327-01-000	29,700	3840.336	0.9771	Lat: 17.99782854, Lon: -67.20680313	x: 118084.5957, y: 218379.1047	VE/AE	SREP-E	R-G/PR
42	402-000-004-64-000	18,700	19926.7077	5.0699	Lat: 17.99721353, Lon: -67.20731818	x: 118029.7610, y: 218311.2655	VE/AE	SREP-E	R-G/PR
72	402-007-327-90-000	18,718	20122.6755	5.1198	Lat: 17.99638496, Lon: -67.20798977	x: 117958.2478, y: 218219.8611	VE/AE	SREP-E	R-G/DTS/PR
70	402-007-327-15-000	18,716	19714.7056	5.0160	Lat: 17.99520022, Lon: -67.20951352	x: 117796.3169, y: 218089.4177	VE	SREP-E	DTS
69	402-017-327-16-000	18,715	19691.5244	5.0101	Lat: 17.99387986, Lon: -67.21033837	x: 117708.3392, y: 217943.6512	VE	SRC	DTS
81	402-017-327-17-000	18,721	19744.2876	5.0235	Lat: 17.99294528, Lon: -67.21090108	x: 117648.3047, y: 217840.4649	VE	SRC	DTS
68	402-017-327-06-000	18,714	20708.2307	5.2687	Lat: 17.99377528, Lon: -67.20907296	x: 117842.3072, y: 217931.5082	X	SREP-E	DTS
84	402-017-327-07-000	18,724	19694.6833	5.0109	Lat: 17.99280389, Lon: -67.20867881	x: 117883.5955, y: 217823.8185	X	SREP-E	DTS
73	402-007-327-13-000	18,719	20232.7025	5.1478	Lat: 17.99488068, Lon: -67.20754409	x: 118004.7442, y: 218053.1680	X	SREP-E	DTS

PROPIEDADES									
			CABIDA		COORDENADAS				
#	# CATASTRO	DATOS REGISTRALES # FINCA	METROS CUADRADOS	CUERDAS	COORDENADAS LAMBERT	NAD83	ZONA DE INUNDABILIDAD	CLASIFICACION	CALIFICACION
37	402-007-327-12-000	18,789	20470.741	5.2080	Lat: 17.99545079, Lon: -67.20653969	x: 118111.3839, y: 218115.8181	X	SREP-E	DTS
32	402-008-327-25-000	18,695	22149.1051	5.6353	Lat: 17.99662880, Lon: -67.20383430	x: 118398.6013, y: 218245.2970	X	SREP-E	DTS
57	402-008-327-27-000	18,710	20139.3584	5.1240	Lat: 17.99739764, Lon: -67.20134532	x: 118662.5565, y: 218329.2849	X	SREP-E	DTS
56	402-008-327-28-000	18,709	22626.4242	5.7568	Lat: 17.99773582, Lon: -67.20043922	x: 118758.6747, y: 218366.3119	X	SREP-E	DTS
55	402-009-327-29-000	18,708	23535.7454	5.9881	Lat: 17.99787271, Lon: -67.19955909	x: 118851.9482, y: 218381.0729	X	SREP-E	DTS
52	379-099-327-79-000	18,829	20229.2849	5.1474	Lat: 17.99916041, Lon: -67.19878694	x: 118934.1706, y: 218522.9485	X	SREP-E	DTS
54	402-009-327-30-000	18,707	21551.9387	5.4834	Lat: 17.99768492, Lon: -67.19844581	x: 118969.7647, y: 218359.7947	X	SREP-E	DTS
53	379-099-327-80-000	18,706	19212.5906	4.8882	Lat: 17.99902280, Lon: -67.19742660	x: 119078.1735, y: 218507.1159	X	SREP-E	DTS
113	379-099-327-81-000	18,847	21322.3403	5.4250	Lat: 17.99895240, Lon: -67.19615266	x: 119213.0574, y: 218498.7615	X	SREP-E	DTS
104	402-009-327-82-000	18,838	18526.0984	4.7135	Lat: 17.99771481, Lon: -67.19554463	x: 119276.8810, y: 218361.5173	X	SREP-E	DTS
112	402-009-327-84-000	18,846	20089.4749	5.1113	Lat: 17.99744519, Lon: -67.19648005	x: 119177.6905, y: 218332.0889	X	SREP-E	DTS
44	402-009-327-85-000	18,792	21490.5754	5.4678	Lat: 17.99714526, Lon: -67.19738323	x: 119082.0484, y: 218299.5963	X	SREP-E	DTS
16	402-008-327-33-000	18,694	20033.1585	5.0970	Lat: 17.99549516, Lon: -67.20205052	x: 118586.9873, y: 218119.0317	X	SREP-E	DTS
15	402-008-327-34-000	18,779	23027.7787	5.8589	Lat: 17.99477862, Lon: -67.20255393	x: 118533.1917, y: 218039.6447	X	SREP-E	DTS
138	402-018-327-35-000	18,762	21171.6639	5.3866	Lat: 17.99463437, Lon: -67.20335591	x: 118448.1886, y: 218024.0365	X	SREP-E	DTS
33	402-018-327-36-000	18,696	22020.4014	5.6026	Lat: 17.99432614, Lon: -67.20428479	x: 118349.6698, y: 217990.3357	X	SREP-E	DTS
38	402-018-327-10-000	17,790	20021.5593	5.0940	Lat: 17.99399504, Lon: -67.20528404	x: 118243.6866, y: 217954.1349	X	SREP-E	DTS
29	402-017-327-09-000	18,783	19750.4213	5.0250	Lat: 17.99379866, Lon: -67.20623360	x: 118143.0297, y: 217932.8247	X	SREP-E	DTS
65	402-017-327-08-000	18,711	19888.3404	5.0601	Lat: 17.99364480, Lon: -67.20743864	x: 118015.3337, y: 217916.3338	X	SREP-E	DTS
67	402-017-327-23-000	18,713	20137.9900	5.1237	Lat: 17.99248909, Lon: -67.20667382	x: 118095.7948, y: 217788.0783	X	SREP-E	DTS
85	402-000-004-69-000	18,725	20282.1421	5.1603	Lat: 17.99166219, Lon: -67.20712899	x: 118047.3493, y: 217697.0657	X	SRC/SREP-E	DTS
x	402-027-327-22-000	18,785	19671.4617	5.0055	Lat: 17.99153655, Lon: -67.20863460	x: 117887.6838, y: 217683.5304	X	SRC	DTS
17	402-018-327-24-000	18,780	21562.3366	5.4860	Lat: 17.99218834, Lon: -67.20481520	x: 118292.6473, y: 217754.2661	X	SRC	DTS
5	402-018-327-44-000	18,692	21160.8633	5.3839	Lat: 17.99256749, Lon: -67.20356706	x: 118424.8637, y: 217795.3688	X	SRC	DTS
6	402-018-327-43-000	18,693	20705.5310	5.2681	Lat: 17.99292322, Lon: -67.20258433	x: 118529.1093, y: 217834.3040	X	SRC	DTS
178	402-028-327-49-000	18,813	19958.3058	5.0779	Lat: 17.99175125, Lon: -67.20182135	x: 118609.3712, y: 217704.2512	X	SRC	DTS
64	402-018-327-42-000	18,802	20818.9024	5.2969	Lat: 17.99331564, Lon: -67.20139878	x: 118654.8513, y: 217877.2095	X	SRC	DTS

PROPIEDADES									
			CABIDA		COORDENADAS				
#	# CATASTRO	DATOS REGISTRALES # FINCA	METROS CUADRADOS	CUERDAS	COORDENADAS LAMBERT	NAD83	ZONA DE INUNDABILIDAD	CLASIFICACION	CALIFICACION
174	402-018-327-41-000	18,809	20377.1854	5.1845	Lat: 17.99324122, Lon: -67.20050133	x: 118749.8644, y: 217868.5738	X	SRC	DTS
39	402-018-327-40-000	18,697	20816.7973	5.2969	Lat: 17.99405363, Lon: -67.19989087	x: 118814.8928, y: 217958.2204	X	SRC	DTS
40	402-019-327-38-000	18,698	20157.6959	5.1287	Lat: 17.99427348, Lon: -67.19863087	x: 118948.4390, y: 217981.9950	X	SRC	DTS
22	402-019-327-37-000	18,831	20419.7597	5.1953	Lat: 17.99483658, Lon: -67.19769495	x: 119047.8203, y: 218043.9048	X	SRC	DTS
45	402-009-327-86-000	18,793	20887.0094	5.3142	Lat: 17.99493719, Lon: -67.19655814	x: 119168.2630, y: 218054.5383	X	SREP-E	DTS
110	402-009-327-87-000	18,844	17145.1235	4.3622	Lat: 17.99583991, Lon: -67.19616068	x: 119210.7736, y: 218154.2759	X	SREP-E	DTS
109	402-009-327-83-000	18,843	172266.7672	4.3931	Lat: 17.99608692, Lon: -67.19489753	x: 119344.6636, y: 218181.0582	X	SREP-E	DTS
60	402-009-327-72-000	18,798	20727.1922	5.2736	Lat: 17.99698396, Lon: -67.19399563	x: 119440.5924, y: 218279.9445	X	SRC/SREP-E	DTS
59	402-009-327-71-000	18,797	22912.7218	5.8296	Lat: 17.99571215, Lon: -67.19348093	x: 119494.5187, y: 218138.9554	X	SRC/SREP-E	DTS
111	402-019-327-88-000	18,845	17515.1883	4.4563	Lat: 17.99470737, Lon: -67.19518703	x: 119313.3680, y: 218028.4977	X	SREP-E	DTS
46	402-019-327-89-000	18,794	30321.6115	7.7146	Lat: 17.99329896, Lon: -67.19599492	x: 119227.1568, y: 217872.9706	X	SREP-E	DTS
34	402-019-327-68-000	18,786	25149.7093	6.3988	Lat: 17.99254581, Lon: -67.19485380	x: 119347.6640, y: 217789.1096	X	SREP-E	DTS
58	402-019-327-69-000	18,796	19553.9663	4.9751	Lat: 17.99411254, Lon: -67.19413338	x: 119424.6835, y: 217962.1979	X	SREP-E	DTS
13-B	402-000-005-28-000	24,097	464921.2499	118.2887	Lat: 17.99400574, Lon: -67.18904396	x: 119963.6440, y: 217948.1451	X	SRC	DTS
13-A	402-000-005-29-000	24,096	492773.8943	125.3751	Lat: 17.98977815, Lon: -67.18718309	x: 120158.7994, y: 217479.4250	X	SUNP	UR
76	403-000-002-15-000	4,523	24131.7812	6.1404	Lat: 17.99198924, Lon: -67.16696704	x: 122300.8707, y: 217715.4513	X	SRC	ARD
8-B	403-000-002-50-000	37,189	19958.1695	5.0784	Lat: 17.99189938, Lon: -67.16628831	x: 122372.7151, y: 217705.2183	X	SRC	ARD
78	402-029-327-57-000	18,787	19653.4048	5.0009	Lat: 17.99083209, Lon: -67.19608763	x: 119216.2006, y: 217599.9803	X	SRC	DTS
12	402-000-005-54-000	24,930	92045.321	23.4212	Lat: 17.98722323, Lon: -67.19363812	x: 119473.9700, y: 217199.4740	X	SRC	RT-I
47	402-019-327-51-000	21,859	20594.0529	5.2402	Lat: 17.99198647, Lon: -67.19699784	x: 119120.3335, y: 217728.1476	X	SRC	DTS
-	403-000-002-16-000	19,305	20071.5734	5.1073	Lat: 17.99245574, Lon: -67.16735907	x: 122259.5588, y: 217767.2502	X	SRC	ARD

PROPIEDADES PENDIENTES POR ADQUIRIR Y/O EN NEGOCIACION

			CABIDA		COORDENADAS				
#	# CATASTRO	DATOS REGISTRALES # FINCA	METROS CUADRADOS	CUERDAS	COORDENADAS LAMBERT	NAD83	ZONA DE INUNDABILIDAD	CLASIFICACION	CALIFICACION
7	379-000-009-04-000	18,822	18009.9359	4.5827	Lat: 17.99921227, Lon: -67.20175673	x: 118619.8282, y: 218530.3099	VE/AE	SREP-E	R-G/PR
75	402-000-004-66-000	18,804	17705.3569	4.5052	Lat: 17.99808128, Lon: -67.20555272	x: 118217.1391, y: 218406.5192	VE/AE	SREP-E	R-G/PR
71	402-007-327-14-000	18,717	19757.4574	5.0273	Lat: 17.99563125, Lon: -67.20858516	x: 117894.8390, y: 218136.7070	VE	SREP-E	DTS
41	402-008-327-11-000	18,699	20885.9676	5.3145	Lat: 17.99576891, Lon: -67.20565987	x: 118204.7120, y: 218150.6344	X	SREP-E	DTS
38	402-000-004-68-000	18,818	20255.2677	5.1540	Lat: 17.99625303, Lon: -67.20469355	x: 118307.2767, y: 218203.7853	X	SREP-E	DTS
62	379-099-327-74-000	18,800	19527.7894	4.9689	Lat: 17.99929836, Lon: -67.19450370	x: 119387.8501, y: 218536.3256	X	SREP-E	DTS
61	379-099-327-73-000	18,799	20290.0349	5.1629	Lat: 17.99814069, Lon: -67.19426250	x: 119412.8619, y: 218408.0891	X	SREP-E	DTS
53	402-009-327-31-000	-	40666.1094	10.3476	Lat: 17.99612389, Lon: -67.19872666	x: 118939.2990, y: 218187.1450	X	SREP-E	DTS
179	402-008-327-39-000	18,814	20559.3304	5.2314	Lat: 17.99534984, Lon: -67.19984573	x: 118820.2739, y: 218101.6643	X	SRC	DTS
180	402-008-327-32-000	-	21702.9561	5.5224	Lat: 17.99553751, Lon: -67.20112057	x: 118685.4953, y: 218123.3057	X	SREP-E	DTS
-	402-027-327-21-000	-	19717.2213	5.0171	Lat: 17.99154158, Lon: -67.20984636	x: 117759.3502, y: 217684.6307	X	SRC	DTS
31	402-027-327-20-000	-	19679.8355	5.0076	Lat: 17.99137073, Lon: -67.21093952	x: 117643.4936, y: 217666.2126	X	SRC	DTS
BB	402-020-327-70-000	-	22217.2462	5.6532	Lat: 17.99398170, Lon: -67.19314572	x: 119529.2242, y: 217947.2823	X	SREP-E	DTS

ANEJO 2:
Presentación de Proyecto Esquemático

San Juan | The Hub - 200 Convention Blvd., Suite 201, San Juan, PR 00907 | 787.754.1381
New York | 641 Lexington Ave., 13th FL, Suite 1326, New York, NY 10022 | 212.271.5280
Miami | 1221 Brickell Ave., Suite 900, Miami, FL 33131 | 305.995.8299
info@advfirm.com | alvarezdiazvillalon.com

CONCEPTUAL PLAN
DETAILED ILLUSTRATIVE OVERALL PLAN



SCALE: 1:15,000

0 250m 500m 1,000m

ESENCIA
CONCEPTUAL PLANNING
MAY 2024

Rees Jones, Inc. GOLF COURSE DESIGN

edsa

AD&V ALVAREZ-DIAZ & VILLALÓN

ANEJO 3:
Presentación de Proyecto Esquemático

San Juan | The Hub - 200 Convention Blvd., Suite 201, San Juan, PR 00907 | 787.754.1381
New York | 641 Lexington Ave., 13th FL, Suite 1326, New York, NY 10022 | 212.271.5280
Miami | 1221 Brickell Ave., Suite 900, Miami, FL 33131 | 305.995.8299
info@advfirm.com | alvarezdiazvillalon.com

CONCEPTUAL PLAN
DETAILED ILLUSTRATIVE OVERALL PLAN



SCALE: 1:15,000

0 250m 500m 1,000m

ESENCIA
CONCEPTUAL PLANNING
MAY 2024

Rees Jones, Inc. GOLF COURSE DESIGN

edsa

AD&V ALVAREZ-DIAZ & VILLALÓN

ANEJO 4:
Plano de Sitio Identificando la localización preliminar de las facilidades propuestas

San Juan | The Hub - 200 Convention Blvd., Suite 201, San Juan, PR 00907 | 787.754.1381
New York | 641 Lexington Ave., 13th FL, Suite 1326, New York, NY 10022 | 212.271.5280
Miami | 1221 Brickell Ave., Suite 900, Miami, FL 33131 | 305.995.8299
info@advfirm.com | alvarezdiazvillalon.com



NORTH

0 160 320 480

GRAPHIC SCALE 1:8000

LEGEND:

PROPERTY BOUNDARY

ALVAREZ-DIAZ & VILLALÓN
ARCHITECTURE | INTERIOR DESIGN
Puerto Rico Convention Center District
The Hub 200 Convention Boulevard Suite 201
San Juan, PR 00907
P (787) 754-1381
alvarezdiazvillalon.com
info@advfirm.com

CONSULTANT

Kimley»Horn
Puerto Rico, LLC.
MILLENIUM PARK PLAZA, SUITE 435, 15 CALLE 2
GUAYNABO, PUERTO RICO, 00968
PHONE: 787-782-5050
WWW.KIMLEY-HORN.COM

OWNER

SEAL

PROJECT INFORMATION

PR3750000

ESENCIA

CABO ROJO

PUERTO RICO

5/22/2024

REVISIONS

NO.	DESCRIPTION	DATE

DATE ISSUED:	02/2024
REVIEWED BY:	JR
DRAWN BY:	JL
DESIGNED BY:	JR
PROJECT NUMBER:	PR3750000

SHEET TITLE

EXHIBIT: SITE PLAN
TELECOMUNNICATIONS

SHEET ID

EX-1

SCHEMATIC DESIGN

CONCEPTUAL PLAN
DETAILED ILLUSTRATIVE OVERALL PLAN



SCALE: 1:15,000

0 250m 500m 1,000m

ESENCIA
CONCEPTUAL PLANNING
MAY 2024

Rees Jones, Inc. GOLF COURSE DESIGN

edsa

AD&V ALVAREZ-DIAZ & VILLALÓN

CONCEPTUAL PLAN
DETAILED ILLUSTRATIVE OVERALL PLAN



SCALE: 1:15,000

0 250m 500m 1,000m

ESENCIA
CONCEPTUAL PLANNING
MAY 2024

Rees Jones, Inc. GOLF COURSE DESIGN

edsa

AD&V ALVAREZ-DIAZ & VILLALÓN

GOBIERNO DE PUERTO RICO
JUNTA REGLAMENTADORA DE SERVICIO PÚBLICO
NEGOCIADO DE TELECOMUNICACIONES

SOLICITUD DE SERVICIO PARA ENDOSO

Núm. de Caso: 20 - - -	**FECHA:**	Para uso del NETPR

I. INFORMACIÓN DEL PROYECTO (Cumplimente la siguiente información):

Nombre del Proyecto: Esencia	Casos Previos JRTPR
Dirección física del Proyecto:	
Calle/Carr.: 103 - Km 10.05 Urb. / Barrio: Boqueron Sector: Pueblo: Cabo Rojo	Punto de ubicación (Descripción y puntos de referencia): Los terrenos tienen acceso a través de la Carretera PR-103, Km 10.05 del Municipio de Cabo Rojo y están delimitados por el norte, con la Bahía de Boquerón; por el sur y este, con predios privados cercanos al Balneario de Boquerón y a la Carretera 301; y por el oeste, con terrenos cercanos a la Playa Combate y la Bahía Salinas.
Número asignado por Municipio Autónomo	
Información del Proponente (Persona contacto):	
Nombre: Arq. Ricardo Alvarez-Diaz Teléfono: 787-754-1381	Dirección Postal: PO. Box 16318 San Juan, P.R., 00908-6318
Fax:	Email: permits@adivi.com
Información del Dueño:	
Nombre: Cabo Rojo Land Adquisition LLC Teléfono: 787-723-8756	Dirección Postal: 361 San Francisco Street, Suite 4 San Juan, P.R. 00901
Fax:	Email:
Información del Desarrollador:	
Nombre: Three Rules Capital - Roberto Ruiz Teléfono: 1-809-850-3773	Dirección Postal: 250 Ave. Muñoz Rivera, Suite 440 San Juan, PR 00928
Fax:	Email:

II. TIPO DE SOLICITUD DE SERVICIO (Seleccione uno. Observe los anejos que debe incluir con cada tipo de solicitud. Continúe con la Parte III, si es requerido en su selección.):

☒ **1. PUNTO DE CONEXIÓN (PX)**

- Copia digital del Memorial Explicativo Detallado.
- Copia digital de los Planos de Infraestructura de Telecomunicaciones con el perímetro del lote del Proyecto, debidamente sellado y firmado electrónicamente, por el proponente, que incluirá, como mínimo:
  - Plano de Lotificación del Proyecto, incluyendo mapa de localización y punto de referencia con Coordenadas Lambert con su norte magnético;
  - Plano de distribución geométrica de calles, avenidas y solares;
  - Plano de la rasante final de los solares (*Grading Plan*);
  - Plano de distribución eléctrica primaria y secundaria;
  - Planos preliminares de los sistemas de alcantarillado pluvial y sanitario;
  - Plano de servidumbre de telecomunicaciones y televisión por cable;
  - Plano de infraestructura interior para telecomunicaciones y televisión por cable (en el caso de proyectos residenciales).

NOTA: EL NET NO TIENE UN SISTEMA DE DATOS GEOREFERENCIADO DE LAS PLANTAS EXTERNAS DE LOS PROVEEDORES DE SERVICIO.

(PASE A LA PARTE III - DESCRIPCIÓN DEL PROYECTO).

☐ **2. RECOMENDACIÓN DE SERVIDUMBRE E INFRAESTRUCTURA (RECS.)**

- Copia digital del Memorial Explicativo Detallado.
- Copia digital de los Planos de Infraestructura de Telecomunicaciones con el perímetro del Proyecto, debidamente sellado y firmado electrónicamente, por el proponente, que incluirá, como mínimo:
  - Plano de Lotificación del Proyecto, incluyendo mapa de localización y punto de referencia con Coordenadas Lambert con su norte magnético;
  - Plano de distribución geométrica de calles, avenidas y solares;
  - Plano de la rasante final de los solares (*Grading Plan*);
  - Plano de distribución eléctrica primaria y secundaria;
  - Planos preliminares de los sistemas de alcantarillado pluvial y sanitario;
  - Plano de servidumbre de telecomunicaciones y televisión por cable;
  - Plano de infraestructura interior para telecomunicaciones y televisión por cable (en el

caso de proyectos residenciales).

NOTA: EL NET NO TIENE UN SISTEMA DE DATOS GEOREFERENCIADO DE LAS PLANTAS EXTERNAS DE LOS PROVEEDORES DE SERVICIO.

(PASE A LA PARTE III - DESCRIPCIÓN DEL PROYECTO).

☐ **3. APROBACIÓN Y ENDOSO DE LOS PLANOS DE SERVIDUMBRE E INFRAESTRUCTURA**

- Copia digital del Memorial Explicativo Detallado;
- Copia digital del plano de infraestructura de telecomunicaciones y televisión por cable, selladas y firmadas electrónicamente, por un ingeniero o arquitecto;
- En el caso de proyectos residenciales, debe incluir, además, copia digital de las hojas de la infraestructura interior de telecomunicaciones y televisión por cable;
- Plano digital de las recomendaciones en rojo o de las correcciones en rojo, provisto por la NETPR.
- Para los proyectos de Casas Modelo, se requerirá:
  - Copia digital de la(s) hoja(s) de Distribución de Teléfono y Televisión por cable con el diagrama Monolineal de la distribución de ambos sistemas, debidamente sellado y firmado electrónicamente, por el proponente;
  - Copia digital del plano con una **certificación escrita, indicando que es copia fiel y exacta del plano sometido.**

(PASE A LA PARTE III - DESCRIPCIÓN DEL PROYECTO).

☐ **4. REVISIÓN DE PLANOS PREVIAMENTE APROBADOS Y ENDOSADOS**

- Copia digital del Memorial Explicativo Detallado;
- Copia digital del set completo de los planos certificados, en los que indicará la(s) hoja(s) a enmendarse, para la aprobación final. **En dicha(s) hoja(s), deberá señalar en qué consisten los cambios**;
- Copia digital de la(s) hoja(s) del Plano del Proyecto con una **certificación escrita, indicando que es copia fiel y exacta del plano sometido.**

(PASE A LA PARTE III - DESCRIPCIÓN DEL PROYECTO).

☐ **5. CERTIFICACIÓN DE LAS OBRAS CONSTRUIDAS**

- Copia digital del Formulario de Trámite de Obras Construidas **NETPR F-102**, incluyendo la certificación electrónica del profesional autorizado, indicando que las obras fueron construidas, conforme al plano endosado;
- Copia digital de las hojas del Plano de Infraestructura endosado por el Negociado, donde se indique en rojo el área o lotes a inspeccionarse.

(PASE A LA PARTE III - DESCRIPCIÓN DEL PROYECTO).

☐ **6. OTORGAMIENTO DE ESCRITURA DE SERVIDUMBRE**

- Una (1) copia del Borrador de otorgamiento de Escritura;
- Una (1) copia electrónica (Formato Word).

☐ **7. VARIACIONES, EXCEPCIONES Y DISPENSAS**

- Copia digital del Memorial Explicativo Detallado (Incluir documentos que sustenten la solicitud);
- Refiérase a los requerimientos del inciso 1: "Punto de conexión y/o recomendación".

III. DESCRIPCIÓN DEL PROYECTO (Incluya el número de unidades. Marque el tipo de proyecto, si es residencial, comercial u otro. De necesitar más espacio, puede utilizar papeles adicionales).

La siguiente información debe ser cumplimentada en su totalidad. Si no aplica, deberá indicar N/A.

Descripción:	**Tipo de Proyecto**
Desarrollo Turístico-Residencial en el Municipio de Cabo Rojo.	☐ Residencial ☐ Comercial ☒ Mixto ☐ Industrial ☐ Torres ☐ Otro: _____
Coordenadas Lambert Punto de Referencia	☒ PROYECTO PRIVADO ☐ PROYECTO DE INTERÉS SOCIAL
X 119688.6748	**Total Unidades Residenciales:** _____
Y 218328.6761	**Total Locales Comerciales:** _____
Fecha del Permiso de Construcción (Si aplica):	**(Incluya copia)**

Declaración del Proponente:

Declaro que esta solicitud, incluyendo los documentos que se acompañan, ha sido revisada por mi y según mi mejor información y creencia, es cierta, correcta y completa.

Fecha: Firma: .....

Proponente

Notas importantes:

1. Este documento deberá ser presentado, **digitalmente a través del SBP de la OGPe,** con todos los documentos indicados. No se aceptarán solicitudes incompletas o que no tengan todos los documentos requeridos.
2. La fecha de radicación será la fecha en que se reciba el último documento, que perfecciona el expediente.
3. La Junta se reserva el derecho de modificar o cambiar esta Forma de Solicitud, conforme sea necesario.
4. **Los casos radicados en la NETPR, antes de la vigencia de la Ley 161, tienen que ser radicados a través del SBP; y deberá indicar, como referencia, el número de caso asignado por el Negociado.**


Boqueron
Bay
Balneario Publico
de Boqueron
Refugio De Vida
Silvestre de Boqueron
Caño
Boqueron
Los Pozos
Beach
El Combate
Corozo
Refugio Nacional
De Vida Silvestre de Cabo Rojo



NORTH

0 160 320 480

GRAPHIC SCALE 1:8000

LEGEND:

PROPERTY BOUNDARY

ALVAREZ-DIAZ & VILLALÓN
ARCHITECTURE | INTERIOR DESIGN
Puerto Rico Convention Center District
The Hub 200 Convention Boulevard Suite 201
San Juan, PR 00907
P (787) 754-1381
alvarezdiazvillalon.com
info@advfirm.com

CONSULTANT

Kimley»Horn
Puerto Rico, LLC.
MILLENIUM PARK PLAZA, SUITE 435, 15 CALLE 2
GUAYNABO, PUERTO RICO, 00968
PHONE: 787-782-5050
WWW.KIMLEY-HORN.COM

OWNER

SEAL

PROJECT INFORMATION

PR3750000

ESENCIA

CABO ROJO

PUERTO RICO

5/22/2024

REVISIONS

NO.	DESCRIPTION	DATE

DATE ISSUED:	02/2024
REVIEWED BY:	JR
DRAWN BY:	JL
DESIGNED BY:	JR
PROJECT NUMBER:	PR3750000

SHEET TITLE

EXHIBIT: SITE PLAN
TELECOMUNNICATIONS

SHEET ID

EX-1

SCHEMATIC DESIGN

Nombre del Proyecto	Esencia
Fecha	05.23.2024
Re:	Memorial Explicativo | SRM

INFORMACIÓN GENERAL DEL PROYECTO	
Descripción Del Solar	*Cabo Rojo Land Acquisition LLC adquirió el título y/u opciones de adquirir título de múltiples parcelas de terreno localizadas en la Carr. Estatal PR-301, Km 10.05 del Barrio Boquerón en el Municipio de Cabo Rojo, Puerto Rico. Los predios tienen una cabida superficial total de aproximadamente 6,088,514 metros cuadrados, equivalentes a 1,549 cuerdas (en adelante referidos como la "Propiedad" o "los terrenos"). Los terrenos tienen acceso a través de la Carretera Estatal PR-301, Km 10.05 del Municipio de Cabo Rojo.*

DUEÑO Y PROPONENTE	
Nombre:	Cabo Rojo Land Aquisition LLC
Representante Autorizado:	Gladys Fontanez
Dirección:	361 San Francisco Street, Suite 4, San Juan, PR, 00901
Teléfono:	(787) 723-8756
DESARROLLADOR	
Nombre:	Three Rules Capital
Representante Autorizado:	Roberto Ruiz
Dirección:	250 Avenida Muñoz Rivera , Suite 440, San Juan, PR 00928
Teléfono:	(787) 367-5708
PROYECTISTA	
Nombre:	Alvarez-Diaz & Villalon® (ADVision, PSC)
Representante Autorizado:	Arq. Ricardo Alvarez-Diaz
Dirección:	PO Box 16318, San Juan PR 00908-6318
Teléfono:	(787) 754-1381
Email:	permits@aldivi.com

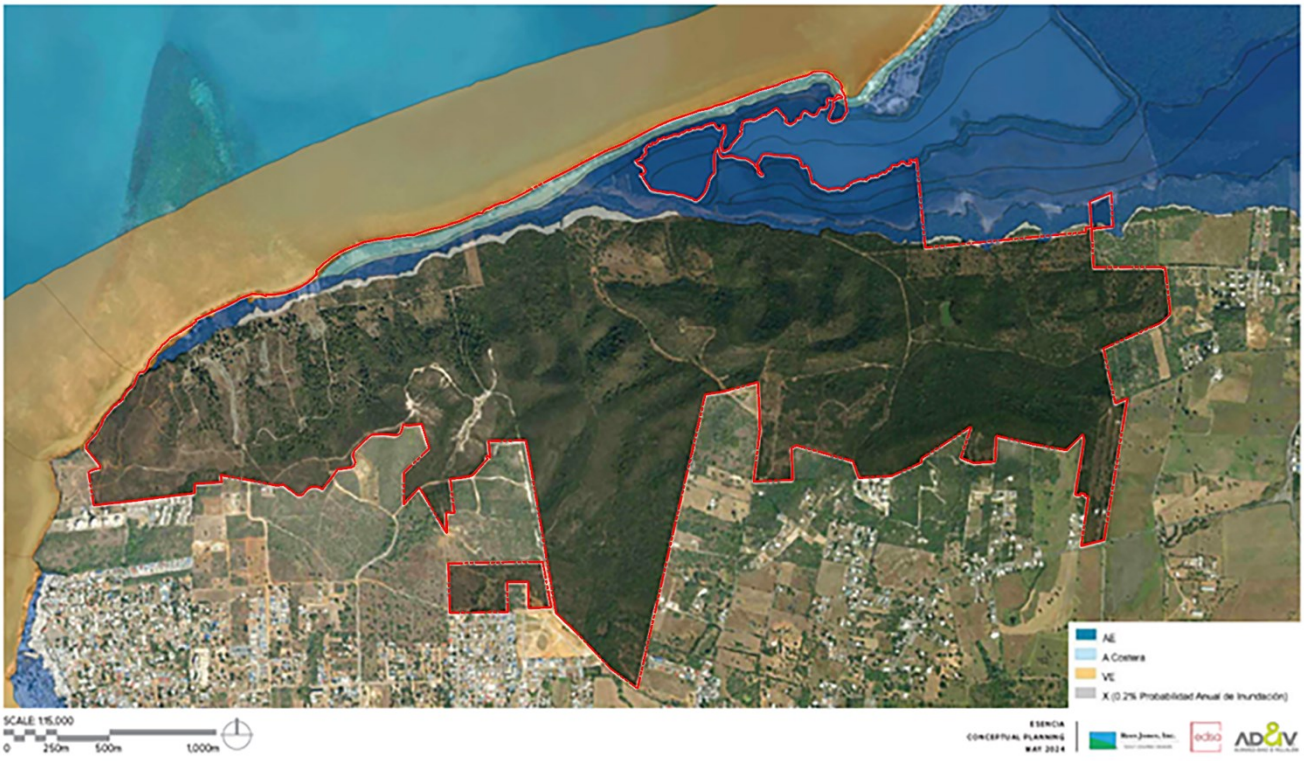
PROPIEDADES & TITULARIDAD

Se incluye como Anejo #1 un listado de las parcelas que componen el proyecto propuesto, que incluye: cabidas, coordenadas, números de catastro, calificaciones, clasificaciones, zona de inundabilidad y datos registrales.

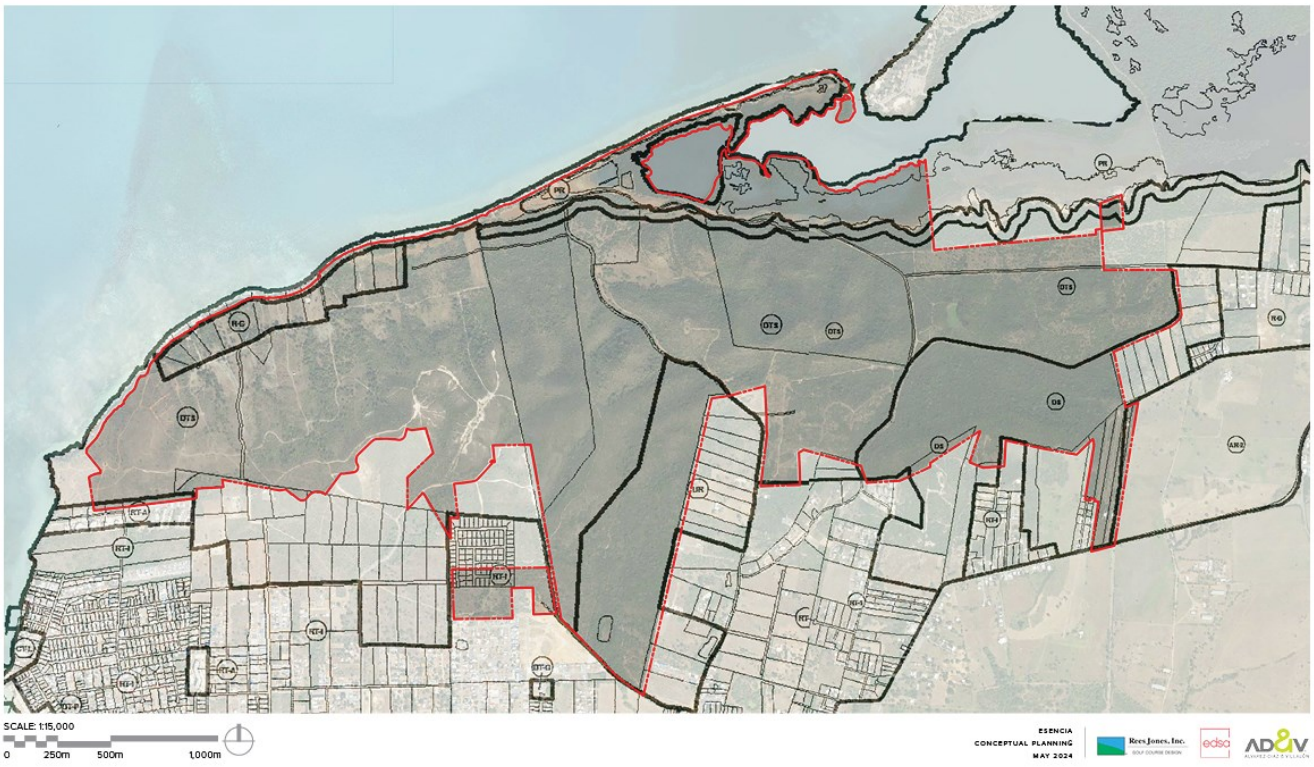
LOCALIZACION DEL PROYECTO, Figura 1



MAPA DE INUNDABILIDAD, Figura 2



MAPA ZONA DE INTERES TURISTICO CABO ROJO, Figura 3



DESCRIPCIÓN GENERAL DEL PROYECTO PROPUESTO

Cabo Rojo Land Acquisition, LLC (en adelante el "Proponente") propone un desarrollo turístico-residencial en el Municipio de Cabo Rojo (en adelante "Esencia" o el "Proyecto") que está compuesto por 81 parcelas con una cabida total de 1,549 cuerdas (6,088,514 metros cuadrados) (Ver Figura 1). La topografía de los terrenos muestra cambios en elevación desde un mínimo de 1 metro hasta un máximo de 107 metros sobre el nivel del mar y, en su mayoría, quedan fuera del nivel de inundabilidad establecido por los mapas ABFE del 2018 (Ver Figura 2). Los terrenos objeto de desarrollo están calificados como DTS, R-G, DS y UR; clasificados como SUNP, SRC, SREP; y figuran dentro de la Zona Especial Sobrepuesta de Interés Turístico de Cabo Rojo (Ver Figura 3).

La Propiedad colinda por el Norte con el Mar Caribe y el Caño Boquerón, y por el Sur, Este y Oeste con desarrollos residenciales unifamiliares y multifamiliares, áreas no desarrolladas y la Carretera Estatal PR-301. El Proyecto contará con tres puntos de acceso, siendo los dos principales a través de la Carretera Estatal PR-301 y uno secundario a través del Camino Monte Carlo.

En el contexto inmediato del Proyecto existen numerosas áreas de interés turístico, que incluyen: el Balneario Público de Boquerón; el Poblado de Boquerón; el Club Náutico de Boquerón; variedad de comercios; restaurantes; hoteles; paradores; y propiedades residenciales utilizadas como alojamientos a corto plazo; entre otras. El Proyecto además se ubica cercano a áreas de atractivos naturales como lo son: el Refugio de Vida Silvestre de Boquerón; la Playa El Combate; y otros puntos de interés que sirven al público turístico que frecuenta el área.

En la actualidad, la mayoría de los terrenos no están desarrollados, con algunos usos no consolidados tales como: glamping; área para vehículos recreativos (RV Park); y estructuras abandonadas que fueron utilizadas previamente como

residencias unifamiliares. De igual manera, los terrenos no desarrollados son utilizados por grupos y organizaciones externas para hacer carreras de ciclismo de montaña, carreras de vehículos todoterreno y senderismo.

Es importante señalar que como parte del Proyecto se contemplan varias parcelas que al presente no pertenecen a Cabo Rojo Land Acquisition, LLC, pero que se vislumbran si lo sean en el futuro, ello sujeto a las negociaciones con varios de sus actuales propietarios. De no adquirirse dichas parcelas ello no impediría el desarrollo del Proyecto según representado en el plano conceptual presentado en el Anejo 2, en el que se identifican estas parcelas, mostrándolas en su estado actual y garantizando sus accesos a través de las vías propuestas.

No obstante, y debido a que dichas parcelas podrían formar del Proyecto, se incluye como Anejo 3 un plano conceptual en el que se incluyen todas estas parcelas como parte del desarrollo propuesto y que fueron evaluadas por el equipo técnico contratado por Cabo Rojo Land Acquisition, LLC. Por lo tanto, esta solicitud basa su programa y sus análisis de demanda a base de la versión más abarcadora del Proyecto según representado en el Anejo 3, esto para asegurar que las recomendaciones aquí solicitadas evalúen el impacto de la totalidad de la acción propuesta.

Cónsono con lo anterior, el plano conceptual del Proyecto (Anejo 3) propone usos hoteleros, de recreación y turístico-residenciales, siendo cónsonos con los usos existentes en el sector. Específicamente, se propone el desarrollo de: 530 unidades de hotel; 1,132 residencias turísticas unifamiliares y multifamiliares; una escuela con 500 unidades de vivienda para estudiantes; áreas recreativas; campos de golf; áreas de servicio médico; áreas comerciales y de entretenimiento; áreas de agricultura; y áreas de servicio e infraestructura. El Proyecto incluye además cuatro accesos públicos vehiculares a la playa con instalaciones sanitarias, apoyo para actividades públicas recreativas como el senderismo, observación de aves y ciclismo de montaña, y dos centros de actividades (*Towncenters*), donde se proveerá espacio para comercios y servicios, estableciendo ofertas gastronómicas, recreativas, culturales, religiosas y otros servicios esenciales para la comunidad en general.

El concepto de desarrollo y planificación de Esencia se basa en 5 principios fundamentales de protección y mejora de los recursos naturales, entre ellos: la protección de la zona costera para promover resiliencia; la protección de corredores de drenaje natural; la preservación de áreas con pendientes mayores de 30%; la protección de zonas de mangle; y la protección y mejora de áreas de humedales; entre otras.

Por último, Esencia se presenta como un desarrollo de baja densidad, ya que ocupará menos del 25% del total de los terrenos, de los cuales un 15% será ocupado por huellas de edificios y 10% por calles de acceso y otros componentes de infraestructura. El restante 75% de los terrenos objeto de desarrollo se propone como áreas verdes, incluyendo amplias áreas de paisajismo, dos campos de golf y áreas a designarse como zonas de conservación.

El Proyecto se dividirá en 19 componentes a desarrollarse en fases, según descritos a continuación:

COMPONENTE 1	
Cabida Propuesta:	200.34 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	50 habitaciones de hotel 90 residencias turísticas entre 4 a 8 habitaciones
Unidades Básicas de Vivienda Estimadas:	20 UBV : Habitaciones de Hotel 132 UBV: Residencias Turísticas
Área Neta Estimada Comercial:	10,000 pies cuadrados

Área Neta Estimada de Restaurantes:	7,800 pies cuadrados

COMPONENTE 2	
Cabida Propuesta:	128.18 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	110 habitaciones de hotel 224 residencias turísticas entre 2 a 8 habitaciones
Unidades Básicas de Vivienda Estimadas:	44 UBV : Habitaciones de Hotel 257.6 UBV: Residencias Turísticas
Área Neta Estimada Comercial:	25,000 pies cuadrados
Área Neta Estimada de Restaurantes:	16,000 pies cuadrados

COMPONENTE 3	
Cabida Propuesta:	184.77 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	120 habitaciones de hotel 186 residencias turísticas entre 2 a 8 habitaciones
Unidades Básicas de Vivienda Estimadas:	48 UBV : Habitaciones de Hotel 254 UBV: Residencias Turísticas
Área Neta Estimada Comercial:	25,000 pies cuadrados
Área Neta Estimada de Restaurantes:	6,614 pies cuadrados

COMPONENTE 4	
Cabida Propuesta:	11.27 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	20 habitaciones de hotel 10 residencias turísticas de un máximo de 5 habitaciones
Unidades Básicas de Vivienda Estimadas:	8 UBV : Habitaciones de Hotel 14 UBV: Residencias Turísticas
Área Neta Estimada Comercial:	2,000 pies cuadrados
Área Neta Estimada de Restaurantes:	7,200 pies cuadrados

COMPONENTE 5	
Cabida Propuesta:	435.97 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	200 habitaciones de hotel 292 residencias turísticas entre 2 a 8 habitaciones
Unidades Básicas de Vivienda Estimadas:	80 UBV : Habitaciones de Hotel 429 UBV: Residencias Turísticas

Área Neta Estimada Comercial:	35,000 pies cuadrados
Área Neta Estimada de Restaurantes:	30,500 pies cuadrados

COMPONENTE 6	
Cabida Propuesta:	38.33 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	30 habitaciones de hotel 16 residencias turísticas de un máximo de 5 habitaciones
Unidades Básicas de Vivienda Estimadas:	12 UBV : Habitaciones de Hotel 22.4 UBV: Residencias Turísticas
Área Neta Estimada de Restaurantes	4,500 pies cuadrados

COMPONENTE 7 | WEST TOWNCENTER	
Cabida Propuesta:	13.13 cuerdas
Usos Propuestos:	Comercial + Cultural + Entretenimiento + Residencial + Oficinas + Medico + Institucional
Unidades Propuestas:	80 apartamentos entre 1 a 4 habitaciones
Unidades Básicas de Vivienda Estimadas:	70 UBV
Área Neta Estimada Comercial & Usos Relacionados:	140,000 pies cuadrados
Área Neta Estimada de Restaurantes:	28,600 pies cuadrados
Área Neta Estimada de Oficinas:	45,000 pies cuadrados

COMPONENTE 8 | GOLF A	
Cabida Propuesta:	218.8 cuerdas
Usos Propuestos:	Recreativo (Campo de Golf) + Casa Club + Residencias Turísticas
Unidades Propuestas:	16 residencias turísticas de un máximo de 4 habitaciones
Unidades Básicas de Vivienda Estimadas:	19.2 UBV
Área Neta Estimada Comercial:	25,000 pies cuadrados
Área Neta Estimada de Restaurantes:	8,000 pies cuadrados

COMPONENTE 9 | GOLF B	
Cabida Propuesta:	169.5 cuerdas
Usos Propuestos:	Recreativo (Campo de Golf) + Casa Club
Área Neta Estimada Comercial:	30,000 pies cuadrados

Área Neta Estimada de Restaurantes:	10,000 pies cuadrados

COMPONENTE 10 | CLUB DEPORTIVO	
Cabida Propuesta:	28.84 cuerdas
Usos Propuestos:	Recreativo (Club Deportivo) + Comercial
Área Neta Estimada Comercial:	8,000 pies cuadrados
Área Neta Estimada de Restaurante:	5,200 pies cuadrados

COMPONENTE 11 | ESCUELA	
Cabida Propuesta:	8.13 cuerdas
Usos Propuestos:	Educativo
Unidades Propuestas:	500 dormitorios
Unidades Básicas de Vivienda Estimadas:	200 UBV

COMPONENTE 12 | CLUB DE PLAYA	
Cabida Propuesta:	10.41 cuerdas
Usos Propuestos:	Recreativo (Club de Playa) + Residencias Turísticas
Unidades Propuestas:	6 residencias turísticas entre 2 y 4 habitaciones
Unidades Básicas de Vivienda Estimadas:	6 UBV
Área Neta Estimada Comercial:	12,000 pies cuadrados
Área Neta Estimada de Restaurantes:	13,000 pies cuadrados

COMPONENTE 13 | COMUNIDAD DE ARTISTAS	
Cabida Propuesta:	28.11 cuerdas
Usos Propuestos:	Residencias Turísticas + Comercial
Unidades Propuestas:	16 residencias turísticas de 1 habitación
Unidades Básicas de Vivienda Estimadas:	9.6 UBV
Área Neta Estimada Comercial:	10,000 pies cuadrados

COMPONENTE 14 | EAST TOWNCENTER	
Cabida Propuesta:	6.72 cuerdas
Usos Propuestos:	Comercial + Entretenimiento + Residencial + Oficinas
Unidades Propuestas:	52 apartamentos entre 2 a 4 habitaciones
Unidades Básicas de Vivienda Estimadas:	49.6 UBV
Área Neta Estimada Comercial:	16,500 pies cuadrados

Área Neta Estimada de Restaurantes:	19,000 pies cuadrados
Área Neta Estimada de Oficina:	15,000 pies cuadrados

COMPONENTE 15 | CENTRO DE TRAUMA	
Cabida Propuesta:	8.39 cuerdas
Usos Propuestos:	Médico
Área Neta Estimada Servicios Médicos:	28,000 pies cuadrados

COMPONENTE 16 | INFRAESTRUCTURA	
Cabida Propuesta:	43.29 cuerdas
Usos Propuestos:	Infraestructura & Servicios

COMPONENTE 17 | RESIDENCIAS PARA EMPLEADOS	
Cabida Propuesta:	4.85 cuerdas
Usos Propuestos:	Residencial
Unidades Propuestas:	144 apartamentos de 2 habitaciones
Unidades Básicas de Vivienda Estimadas:	115 UBV

COMPONENTE 18 | VIAS PRINCIPALES & ACCESOS	
Cabida Propuesta:	97.96 cuerdas
Usos Propuestos:	Vías & Accesos

COMPONENTE 19 | AREAS DE CONSERVACION	
Cabida Propuesta:	407.38 cuerdas
Usos Propuestos:	Conservación

El Proyecto se propone desarrollar mediante seis fases, con fechas estimadas de finalización de construcción según descritas a continuación:

FECHA ESTIMADA DE FINALIZACION DE CONSTRUCCION	COMPONENTE	USOS PROPUESTOS
2027	Componente 2	Hotel + Residencias Turísticas
	Componente 8	Campo de Golf A
	Componente 10	Club de Deportes
	Componente 11	Escuela
	Componente 12	Club de Playa
	Componente 15	Centro de Trauma
	Componente 16	Infraestructura
	Componente 17	Residencias para Empleados
	Componente 18	Vías Principales & Accesos

2028	Componente 1	Hotel + Residencias Turísticas
	Componente 3	Hotel + Residencias Turísticas
	Componente 14	*East Towncenter*
	Componente 6	Hotel + Residencias Turísticas
2029	Componente 4	Hotel + Residencias Turísticas
	Componente 7	*West Towncenter*
	Componente 13	Comunidad de Artistas
2030	Componente 5	Hotel + Residencias Turísticas
	Componente 9	Campo de Golf B
-	Componente 19	Áreas de Conservación

INFRAESTRUCTURA

El Proyecto propone la construcción de facilidades centralizadas privadas de infraestructura y utilidades como fuentes primarias para satisfacer las demandas del Proyecto, incluyendo y no limitado a lo siguiente: pavimentación de caminos existentes; creación de vías nuevas; puntos de acceso públicos y privados; sistema de recolección, tratamiento y disposición de aguas usadas; sistema solar de generación y distribución de electricidad; sistema de tratamiento y distribución de agua potable; y facilidades de distribución de telecomunicaciones. No obstante, el Proyecto propone conexión a las facilidades existentes en el sector a ser utilizadas como fuentes secundarias, de acuerdo con las recomendaciones de las agencias envueltas. Por tanto, las facilidades por proveerse para el Proyecto estarán sujetas a las condiciones y/o recomendaciones hechas por las diferentes agencias estatales y federales concernidas.

TRAMITE SOLICITADO

- ADS-Autoridad de Desperdicios Solidos

  Se solicita de esta agencia aquellas recomendaciones correspondientes a los 19 componentes del plano conceptual presentado que permitan desarrollar el diseño del Proyecto para obtener eventualmente su aprobación.

REGLAMENTOS APLICABLES

- Reglamento Conjunto Para la Evaluación y Expedición de Permisos Relacionados al Desarrollo, Uso de Terrenos y Operación de Negocios (2023)
- Reglamento de Sobre Áreas Especiales de Peligro a Inundación (Reglamento de Planificación Núm. 13) y National Flood Insurance Program (NFIP)
- International Building Code 2018
- International Fire Code 2018
- Puerto Rico Building Code 2018
- American with Disabilities Act
- American Society of Civil Engineer ASCE 24 & 7
- Puerto Rico Law 218-2008 Control and Prevention of the Lighting Pollution of Puerto Rico
- PR EQB 2014: Regulation to Control and Prevent Light Contamination

ANEJOS

- ANEJO 1: Tabla de Análisis de Propiedades
- ANEJO 2: Presentación de Proyecto Esquemático
- ANEJO 3: Presentación de Proyecto Esquemático

ANEJO 1:
Tabla de Análisis de Propiedades

San Juan | The Hub - 200 Convention Blvd., Suite 201, San Juan, PR 00907 | 787.754.1381
New York | 641 Lexington Ave., 13th FL, Suite 1326, New York, NY 10022 | 212.271.5280
Miami | 1221 Brickell Ave., Suite 900, Miami, FL 33131 | 305.995.8299
info@advfirm.com | alvarezdiazvillalon.com

PROPIEDADES									
			CABIDA		COORDENADAS				
#	# CATASTRO	DATOS REGISTRALES # FINCA	METROS CUADRADOS	CUERDAS	COORDENADAS LAMBERT	NAD83	ZONA DE INUNDABILIDAD	CLASIFICACION	CALIFICACION
A-2	403-000-002-02-000	32,623	3074799.736	782.3918	Lat: 17.99743354, Lon: -67.19165510	x: 119688.6748, y: 218328.6761	VE/AE/A	SRC/SREP-E	DTS/CR/PR/ARD
105	379-089-327-75-000	18,839	19364.5933	4.9269	Lat: 18.00143842, Lon: -67.19461846	x: 119376.6813, y: 218773.2374	VE/AE/A	SREP-E	DTS/PR
106	379-089-327-76-000	18,840	22018.333	5.6000	Lat: 18.00129685, Lon: -67.19522847	x: 119312.0137, y: 218757.8370	VE/AE/A	SREP-E	DTS/PR
107	379-089-327-77-000	18,841	18,788.01	4.7802	Lat: 18.00114700, Lon: -67.19582078	x: 119249.2168, y: 218741.5125	VE/AE/A	SREP-E	DTS/PR
108	379-089-327-78-000	18,842	19213.4915	4.8884	Lat: 18.00102875, Lon: -67.19642370	x: 119185.3105, y: 218728.6911	VE/AE/A	SREP-E	DTS/PR
21	379-000-010-05-000	18,782	39286.311	9.9955	Lat: 18.00090126, Lon: -67.19741916	x: 119079.8291, y: 218715.0198	VE/AE/A	SREP-E	DTS/PR/R-G
20	379-000-010-04-000	18,781	26940.6211	6.8544	Lat: 18.00089464, Lon: -67.19862354	x: 118952.2776, y: 218714.8200	VE/AE/A	SREP-E	R-G/PR
19	379-000-010-03-000	18,830	20284.0211	5.1608	Lat: 18.00068522, Lon: -67.19951128	x: 118858.1662, y: 218692.0348	VE/AE/A	SREP-E	R-G/PR
181	379-000-009-05-000	18,816	36733.6034	9.3460	Lat: 18.00021912, Lon: -67.20061663	x: 118740.8886, y: 218640.9370	VE/AE/A	SREP-E	R-G/PR
1	379-000-009-03-000	18,818	20069.125	5.1049	Lat: 17.99804953, Lon: -67.20223772	x: 118568.3490, y: 218401.8318	VE/AE	SREP-E	R-G/DTS/PR
79	379-000-009-02-001	18,808	19659.2923	5.0019	Lat: 17.99888395, Lon: -67.20310188	x: 118568.3490, y: 218401.8318	VE/AE	SREP-E	R-G/DTS/PR
78	379-000-009-02-000	18,807	19772.2027	5.0306	Lat: 17.999073, Lon: -67.204503	x: 118477.2185, y: 218494.5697	VE/AE	SREP-E	R-G/DTS/PR
77	379-000-009-01-000	18,806	21123.5259	5.3744	Lat: 17.99882095, Lon: -67.20393835	x: 118388.6025, y: 218487.9695	VE/AE	SREP-E	R-G/PR
76	402-000-004-67-000	18,805	12385.5425	3.1512	Lat: 17.99861968, Lon: -67.20477501	x: 118299.7532, y: 218465.7618	VE/AE	SREP-E	R-G/PR
3	402-007-327-03-000	31,178	3753.9717	0.9551	Lat: 17.99807794, Lon: -67.20626622	x: 118141.5736, y: 218406.4678	VE/AE	SREP-E	R-G/PR
2	402-007-327-02-000	31,178	4509.3138	1.1473	Lat: 17.99796891, Lon: -67.20653676	x: 118112.8707, y: 218394.5216	VE/AE	SREP-E	R-G/PR
5	402-007-327-05-000	31,178	3905.4349	0.9936	Lat: 17.99710964, Lon: -67.20640198	x: 118126.7433, y: 218299.3580	1% ACF	SREP-E	R-G
4	402-007-327-04-000	31,178	3959.5333	1.0074	Lat: 17.99727382, Lon: -67.20599778	x: 118169.6273, y: 218317.3487	1% ACF	SREP-E	R-G
1	402-007-327-01-000	29,700	3840.336	0.9771	Lat: 17.99782854, Lon: -67.20680313	x: 118084.5957, y: 218379.1047	VE/AE	SREP-E	R-G/PR
42	402-000-004-64-000	18,700	19926.7077	5.0699	Lat: 17.99721353, Lon: -67.20731818	x: 118029.7610, y: 218311.2655	VE/AE	SREP-E	R-G/PR
72	402-007-327-90-000	18,718	20122.6755	5.1198	Lat: 17.99638496, Lon: -67.20798977	x: 117958.2478, y: 218219.8611	VE/AE	SREP-E	R-G/DTS/PR
70	402-007-327-15-000	18,716	19714.7056	5.0160	Lat: 17.99520022, Lon: -67.20951352	x: 117796.3169, y: 218089.4177	VE	SREP-E	DTS
69	402-017-327-16-000	18,715	19691.5244	5.0101	Lat: 17.99387986, Lon: -67.21033837	x: 117708.3392, y: 217943.6512	VE	SRC	DTS
81	402-017-327-17-000	18,721	19744.2876	5.0235	Lat: 17.99294528, Lon: -67.21090108	x: 117648.3047, y: 217840.4649	VE	SRC	DTS
68	402-017-327-06-000	18,714	20708.2307	5.2687	Lat: 17.99377528, Lon: -67.20907296	x: 117842.3072, y: 217931.5082	X	SREP-E	DTS
84	402-017-327-07-000	18,724	19694.6833	5.0109	Lat: 17.99280389, Lon: -67.20867881	x: 117883.5955, y: 217823.8185	X	SREP-E	DTS
73	402-007-327-13-000	18,719	20232.7025	5.1478	Lat: 17.99488068, Lon: -67.20754409	x: 118004.7442, y: 218053.1680	X	SREP-E	DTS

PROPIEDADES									
			CABIDA		COORDENADAS				
#	# CATASTRO	DATOS REGISTRALES # FINCA	METROS CUADRADOS	CUERDAS	COORDENADAS LAMBERT	NAD83	ZONA DE INUNDABILIDAD	CLASIFICACION	CALIFICACION
37	402-007-327-12-000	18,789	20470.741	5.2080	Lat: 17.99545079, Lon: -67.20653969	x: 118111.3839, y: 218115.8181	X	SREP-E	DTS
32	402-008-327-25-000	18,695	22149.1051	5.6353	Lat: 17.99662880, Lon: -67.20383430	x: 118398.6013, y: 218245.2970	X	SREP-E	DTS
57	402-008-327-27-000	18,710	20139.3584	5.1240	Lat: 17.99739764, Lon: -67.20134532	x: 118662.5565, y: 218329.2849	X	SREP-E	DTS
56	402-008-327-28-000	18,709	22626.4242	5.7568	Lat: 17.99773582, Lon: -67.20043922	x: 118758.6747, y: 218366.3119	X	SREP-E	DTS
55	402-009-327-29-000	18,708	23535.7454	5.9881	Lat: 17.99787271, Lon: -67.19955909	x: 118851.9482, y: 218381.0729	X	SREP-E	DTS
52	379-099-327-79-000	18,829	20229.2849	5.1474	Lat: 17.99916041, Lon: -67.19878694	x: 118934.1706, y: 218522.9485	X	SREP-E	DTS
54	402-009-327-30-000	18,707	21551.9387	5.4834	Lat: 17.99768492, Lon: -67.19844581	x: 118969.7647, y: 218359.7947	X	SREP-E	DTS
53	379-099-327-80-000	18,706	19212.5906	4.8882	Lat: 17.99902280, Lon: -67.19742660	x: 119078.1735, y: 218507.1159	X	SREP-E	DTS
113	379-099-327-81-000	18,847	21322.3403	5.4250	Lat: 17.99895240, Lon: -67.19615266	x: 119213.0574, y: 218498.7615	X	SREP-E	DTS
104	402-009-327-82-000	18,838	18526.0984	4.7135	Lat: 17.99771481, Lon: -67.19554463	x: 119276.8810, y: 218361.5173	X	SREP-E	DTS
112	402-009-327-84-000	18,846	20089.4749	5.1113	Lat: 17.99744519, Lon: -67.19648005	x: 119177.6905, y: 218332.0889	X	SREP-E	DTS
44	402-009-327-85-000	18,792	21490.5754	5.4678	Lat: 17.99714526, Lon: -67.19738323	x: 119082.0484, y: 218299.5963	X	SREP-E	DTS
16	402-008-327-33-000	18,694	20033.1585	5.0970	Lat: 17.99549516, Lon: -67.20205052	x: 118586.9873, y: 218119.0317	X	SREP-E	DTS
15	402-008-327-34-000	18,779	23027.7787	5.8589	Lat: 17.99477862, Lon: -67.20255393	x: 118533.1917, y: 218039.6447	X	SREP-E	DTS
138	402-018-327-35-000	18,762	21171.6639	5.3866	Lat: 17.99463437, Lon: -67.20335591	x: 118448.1886, y: 218024.0365	X	SREP-E	DTS
33	402-018-327-36-000	18,696	22020.4014	5.6026	Lat: 17.99432614, Lon: -67.20428479	x: 118349.6698, y: 217990.3357	X	SREP-E	DTS
38	402-018-327-10-000	17,790	20021.5593	5.0940	Lat: 17.99399504, Lon: -67.20528404	x: 118243.6866, y: 217954.1349	X	SREP-E	DTS
29	402-017-327-09-000	18,783	19750.4213	5.0250	Lat: 17.99379866, Lon: -67.20623360	x: 118143.0297, y: 217932.8247	X	SREP-E	DTS
65	402-017-327-08-000	18,711	19888.3404	5.0601	Lat: 17.99364480, Lon: -67.20743864	x: 118015.3337, y: 217916.3338	X	SREP-E	DTS
67	402-017-327-23-000	18,713	20137.9900	5.1237	Lat: 17.99248909, Lon: -67.20667382	x: 118095.7948, y: 217788.0783	X	SREP-E	DTS
85	402-000-004-69-000	18,725	20282.1421	5.1603	Lat: 17.99166219, Lon: -67.20712899	x: 118047.3493, y: 217697.0657	X	SRC/SREP-E	DTS
x	402-027-327-22-000	18,785	19671.4617	5.0055	Lat: 17.99153655, Lon: -67.20863460	x: 117887.6838, y: 217683.5304	X	SRC	DTS
17	402-018-327-24-000	18,780	21562.3366	5.4860	Lat: 17.99218834, Lon: -67.20481520	x: 118292.6473, y: 217754.2661	X	SRC	DTS
5	402-018-327-44-000	18,692	21160.8633	5.3839	Lat: 17.99256749, Lon: -67.20356706	x: 118424.8637, y: 217795.3688	X	SRC	DTS
6	402-018-327-43-000	18,693	20705.5310	5.2681	Lat: 17.99292322, Lon: -67.20258433	x: 118529.1093, y: 217834.3040	X	SRC	DTS
178	402-028-327-49-000	18,813	19958.3058	5.0779	Lat: 17.99175125, Lon: -67.20182135	x: 118609.3712, y: 217704.2512	X	SRC	DTS
64	402-018-327-42-000	18,802	20818.9024	5.2969	Lat: 17.99331564, Lon: -67.20139878	x: 118654.8513, y: 217877.2095	X	SRC	DTS

PROPIEDADES									
			CABIDA		COORDENADAS				
#	# CATASTRO	DATOS REGISTRALES # FINCA	METROS CUADRADOS	CUERDAS	COORDENADAS LAMBERT	NAD83	ZONA DE INUNDABILIDAD	CLASIFICACION	CALIFICACION
174	402-018-327-41-000	18,809	20377.1854	5.1845	Lat: 17.99324122, Lon: -67.20050133	x: 118749.8644, y: 217868.5738	X	SRC	DTS
39	402-018-327-40-000	18,697	20816.7973	5.2969	Lat: 17.99405363, Lon: -67.19989087	x: 118814.8928, y: 217958.2204	X	SRC	DTS
40	402-019-327-38-000	18,698	20157.6959	5.1287	Lat: 17.99427348, Lon: -67.19863087	x: 118948.4390, y: 217981.9950	X	SRC	DTS
22	402-019-327-37-000	18,831	20419.7597	5.1953	Lat: 17.99483658, Lon: -67.19769495	x: 119047.8203, y: 218043.9048	X	SRC	DTS
45	402-009-327-86-000	18,793	20887.0094	5.3142	Lat: 17.99493719, Lon: -67.19655814	x: 119168.2630, y: 218054.5383	X	SREP-E	DTS
110	402-009-327-87-000	18,844	17145.1235	4.3622	Lat: 17.99583991, Lon: -67.19616068	x: 119210.7736, y: 218154.2759	X	SREP-E	DTS
109	402-009-327-83-000	18,843	172266.7672	4.3931	Lat: 17.99608692, Lon: -67.19489753	x: 119344.6636, y: 218181.0582	X	SREP-E	DTS
60	402-009-327-72-000	18,798	20727.1922	5.2736	Lat: 17.99698396, Lon: -67.19399563	x: 119440.5924, y: 218279.9445	X	SRC/SREP-E	DTS
59	402-009-327-71-000	18,797	22912.7218	5.8296	Lat: 17.99571215, Lon: -67.19348093	x: 119494.5187, y: 218138.9554	X	SRC/SREP-E	DTS
111	402-019-327-88-000	18,845	17515.1883	4.4563	Lat: 17.99470737, Lon: -67.19518703	x: 119313.3680, y: 218028.4977	X	SREP-E	DTS
46	402-019-327-89-000	18,794	30321.6115	7.7146	Lat: 17.99329896, Lon: -67.19599492	x: 119227.1568, y: 217872.9706	X	SREP-E	DTS
34	402-019-327-68-000	18,786	25149.7093	6.3988	Lat: 17.99254581, Lon: -67.19485380	x: 119347.6640, y: 217789.1096	X	SREP-E	DTS
58	402-019-327-69-000	18,796	19553.9663	4.9751	Lat: 17.99411254, Lon: -67.19413338	x: 119424.6835, y: 217962.1979	X	SREP-E	DTS
13-B	402-000-005-28-000	24,097	464921.2499	118.2887	Lat: 17.99400574, Lon: -67.18904396	x: 119963.6440, y: 217948.1451	X	SRC	DTS
13-A	402-000-005-29-000	24,096	492773.8943	125.3751	Lat: 17.98977815, Lon: -67.18718309	x: 120158.7994, y: 217479.4250	X	SUNP	UR
76	403-000-002-15-000	4,523	24131.7812	6.1404	Lat: 17.99198924, Lon: -67.16696704	x: 122300.8707, y: 217715.4513	X	SRC	ARD
8-B	403-000-002-50-000	37,189	19958.1695	5.0784	Lat: 17.99189938, Lon: -67.16628831	x: 122372.7151, y: 217705.2183	X	SRC	ARD
78	402-029-327-57-000	18,787	19653.4048	5.0009	Lat: 17.99083209, Lon: -67.19608763	x: 119216.2006, y: 217599.9803	X	SRC	DTS
12	402-000-005-54-000	24,930	92045.321	23.4212	Lat: 17.98722323, Lon: -67.19363812	x: 119473.9700, y: 217199.4740	X	SRC	RT-I
47	402-019-327-51-000	21,859	20594.0529	5.2402	Lat: 17.99198647, Lon: -67.19699784	x: 119120.3335, y: 217728.1476	X	SRC	DTS
-	403-000-002-16-000	19,305	20071.5734	5.1073	Lat: 17.99245574, Lon: -67.16735907	x: 122259.5588, y: 217767.2502	X	SRC	ARD

PROPIEDADES PENDIENTES POR ADQUIRIR Y/O EN NEGOCIACION

			CABIDA		COORDENADAS				
#	# CATASTRO	DATOS REGISTRALES # FINCA	METROS CUADRADOS	CUERDAS	COORDENADAS LAMBERT	NAD83	ZONA DE INUNDABILIDAD	CLASIFICACION	CALIFICACION
7	379-000-009-04-000	18,822	18009.9359	4.5827	Lat: 17.99921227, Lon: -67.20175673	x: 118619.8282, y: 218530.3099	VE/AE	SREP-E	R-G/PR
75	402-000-004-66-000	18,804	17705.3569	4.5052	Lat: 17.99808128, Lon: -67.20555272	x: 118217.1391, y: 218406.5192	VE/AE	SREP-E	R-G/PR
71	402-007-327-14-000	18,717	19757.4574	5.0273	Lat: 17.99563125, Lon: -67.20858516	x: 117894.8390, y: 218136.7070	VE	SREP-E	DTS
41	402-008-327-11-000	18,699	20885.9676	5.3145	Lat: 17.99576891, Lon: -67.20565987	x: 118204.7120, y: 218150.6344	X	SREP-E	DTS
38	402-000-004-68-000	18,818	20255.2677	5.1540	Lat: 17.99625303, Lon: -67.20469355	x: 118307.2767, y: 218203.7853	X	SREP-E	DTS
62	379-099-327-74-000	18,800	19527.7894	4.9689	Lat: 17.99929836, Lon: -67.19450370	x: 119387.8501, y: 218536.3256	X	SREP-E	DTS
61	379-099-327-73-000	18,799	20290.0349	5.1629	Lat: 17.99814069, Lon: -67.19426250	x: 119412.8619, y: 218408.0891	X	SREP-E	DTS
53	402-009-327-31-000	-	40666.1094	10.3476	Lat: 17.99612389, Lon: -67.19872666	x: 118939.2990, y: 218187.1450	X	SREP-E	DTS
179	402-008-327-39-000	18,814	20559.3304	5.2314	Lat: 17.99534984, Lon: -67.19984573	x: 118820.2739, y: 218101.6643	X	SRC	DTS
180	402-008-327-32-000	-	21702.9561	5.5224	Lat: 17.99553751, Lon: -67.20112057	x: 118685.4953, y: 218123.3057	X	SREP-E	DTS
-	402-027-327-21-000	-	19717.2213	5.0171	Lat: 17.99154158, Lon: -67.20984636	x: 117759.3502, y: 217684.6307	X	SRC	DTS
31	402-027-327-20-000	-	19679.8355	5.0076	Lat: 17.99137073, Lon: -67.21093952	x: 117643.4936, y: 217666.2126	X	SRC	DTS
BB	402-020-327-70-000	-	22217.2462	5.6532	Lat: 17.99398170, Lon: -67.19314572	x: 119529.2242, y: 217947.2823	X	SREP-E	DTS

ANEJO 2:
Presentación de Proyecto Esquemático

San Juan | The Hub - 200 Convention Blvd., Suite 201, San Juan, PR 00907 | 787.754.1381
New York | 641 Lexington Ave., 13th FL, Suite 1326, New York, NY 10022 | 212.271.5280
Miami | 1221 Brickell Ave., Suite 900, Miami, FL 33131 | 305.995.8299
info@advfirm.com | alvarezdiazvillalon.com

CONCEPTUAL PLAN
DETAILED ILLUSTRATIVE OVERALL PLAN



SCALE: 1:15,000

0 250m 500m 1,000m

ESENCIA
CONCEPTUAL PLANNING
MAY 2024

Rees Jones, Inc. GOLF COURSE DESIGN

edsa

AD&V ALVAREZ-DIAZ & VILLALÓN

ANEJO 3:
Presentación de Proyecto Esquemático

San Juan | The Hub - 200 Convention Blvd., Suite 201, San Juan, PR 00907 | 787.754.1381
New York | 641 Lexington Ave., 13th FL, Suite 1326, New York, NY 10022 | 212.271.5280
Miami | 1221 Brickell Ave., Suite 900, Miami, FL 33131 | 305.995.8299
info@advfirm.com | alvarezdiazvillalon.com

CONCEPTUAL PLAN
DETAILED ILLUSTRATIVE OVERALL PLAN



SCALE: 1:15,000

0 250m 500m 1,000m

ESENCIA
CONCEPTUAL PLANNING
MAY 2024

Rees Jones, Inc. GOLF COURSE DESIGN

edsa

AD&V ALVAREZ-DIAZ & VILLALÓN

Nombre del Proyecto	Esencia
Fecha	05.23.2024
Re:	Memorial Explicativo | SRM

INFORMACIÓN GENERAL DEL PROYECTO	
Descripción Del Solar	*Cabo Rojo Land Acquisition LLC adquirió el título y/u opciones de adquirir título de múltiples parcelas de terreno localizadas en la Carr. Estatal PR-301, Km 10.05 del Barrio Boquerón en el Municipio de Cabo Rojo, Puerto Rico. Los predios tienen una cabida superficial total de aproximadamente 6,088,514 metros cuadrados, equivalentes a 1,549 cuerdas (en adelante referidos como la "Propiedad" o "los terrenos"). Los terrenos tienen acceso a través de la Carretera Estatal PR-301, Km 10.05 del Municipio de Cabo Rojo.*

DUEÑO Y PROPONENTE	
Nombre:	Cabo Rojo Land Aquisition LLC
Representante Autorizado:	Gladys Fontanez
Dirección:	361 San Francisco Street, Suite 4, San Juan, PR, 00901
Teléfono:	(787) 723-8756
DESARROLLADOR	
Nombre:	Three Rules Capital
Representante Autorizado:	Roberto Ruiz
Dirección:	250 Avenida Muñoz Rivera , Suite 440, San Juan, PR 00928
Teléfono:	(787) 367-5708
PROYECTISTA	
Nombre:	Alvarez-Diaz & Villalon® (ADVision, PSC)
Representante Autorizado:	Arq. Ricardo Alvarez-Diaz
Dirección:	PO Box 16318, San Juan PR 00908-6318
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Email:	permits@aldivi.com

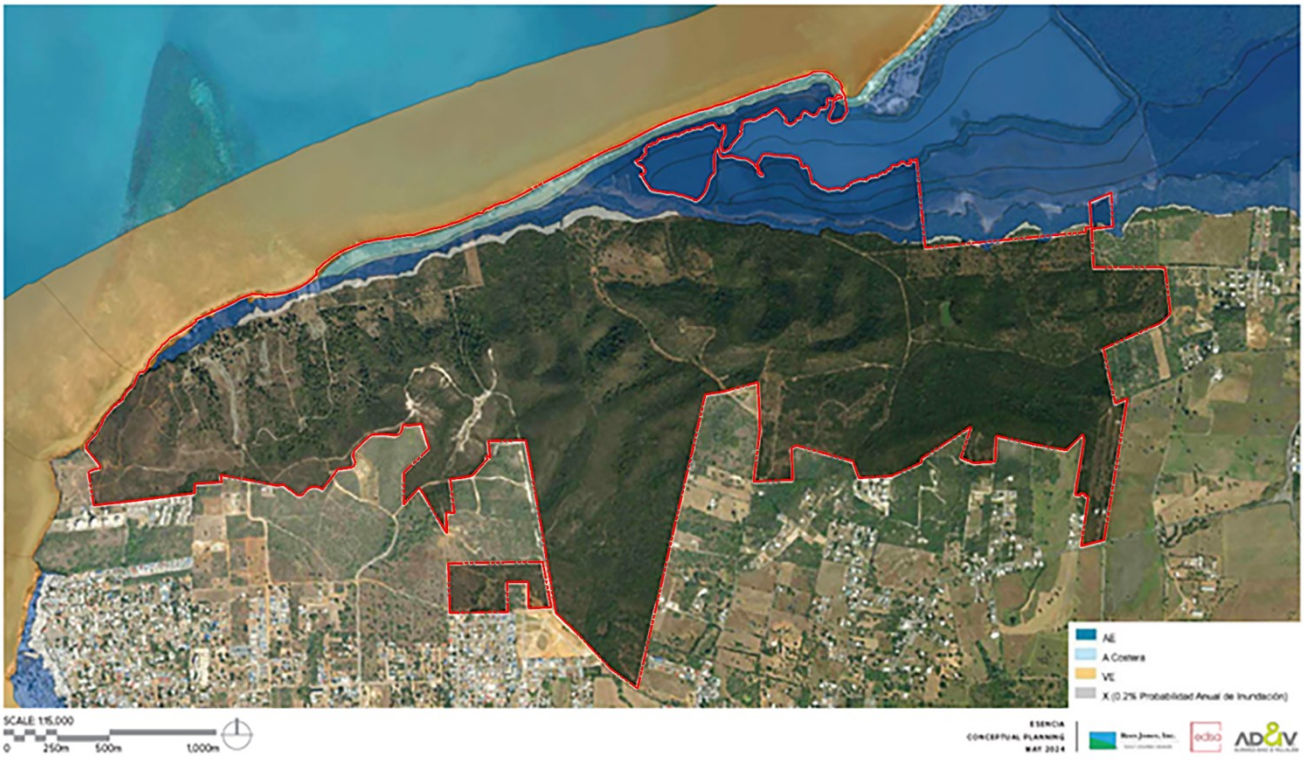
PROPIEDADES & TITULARIDAD

Se incluye como Anejo #1 un listado de las parcelas que componen el proyecto propuesto, que incluye: cabidas, coordenadas, números de catastro, calificaciones, clasificaciones, zona de inundabilidad y datos registrales.

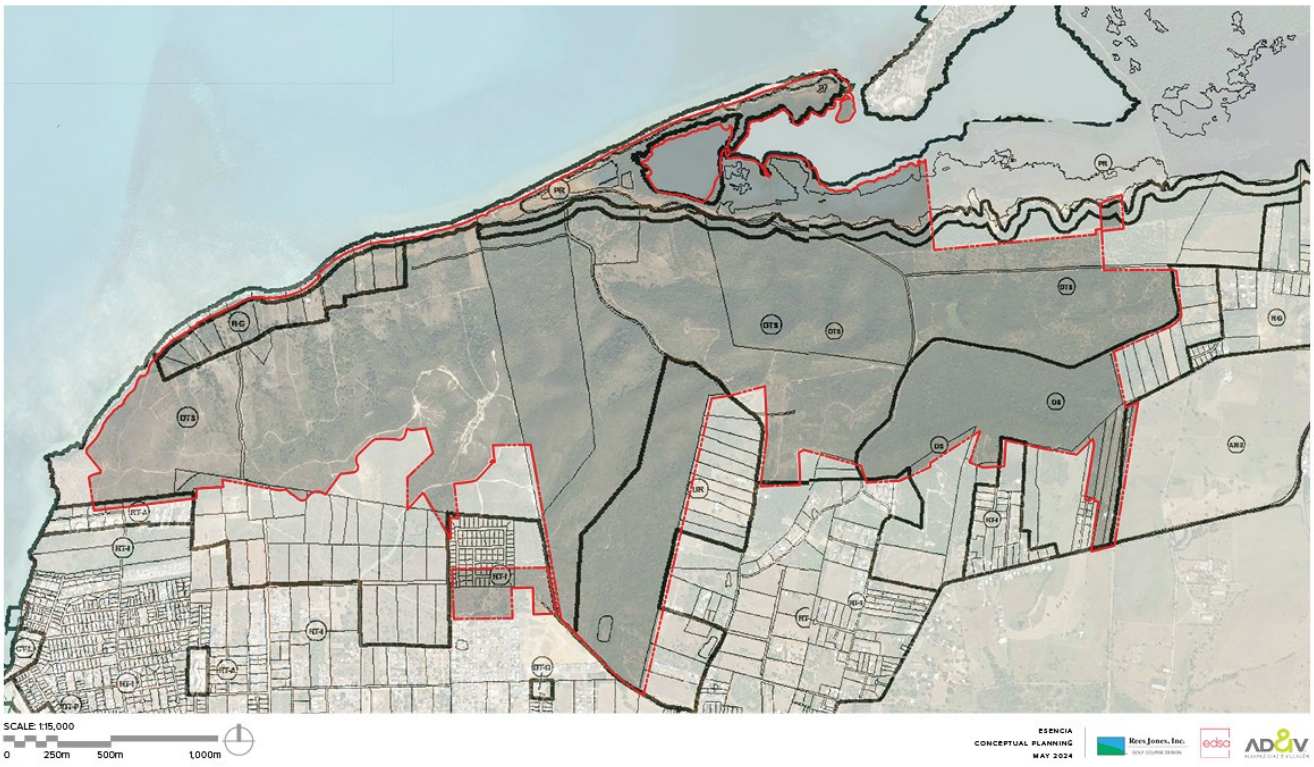
LOCALIZACION DEL PROYECTO, Figura 1



MAPA DE INUNDABILIDAD, Figura 2



MAPA ZONA DE INTERES TURISTICO CABO ROJO, Figura 3



DESCRIPCIÓN GENERAL DEL PROYECTO PROPUESTO

Cabo Rojo Land Acquisition, LLC (en adelante el "Proponente") propone un desarrollo turístico-residencial en el Municipio de Cabo Rojo (en adelante "Esencia" o el "Proyecto") que está compuesto por 81 parcelas con una cabida total de 1,549 cuerdas (6,088,514 metros cuadrados) (Ver Figura 1). La topografía de los terrenos muestra cambios en elevación desde un mínimo de 1 metro hasta un máximo de 107 metros sobre el nivel del mar y, en su mayoría, quedan fuera del nivel de inundabilidad establecido por los mapas ABFE del 2018 (Ver Figura 2). Los terrenos objeto de desarrollo están calificados como DTS, R-G, DS y UR; clasificados como SUNP, SRC, SREP; y figuran dentro de la Zona Especial Sobrepuesta de Interés Turístico de Cabo Rojo (Ver Figura 3).

La Propiedad colinda por el Norte con el Mar Caribe y el Caño Boquerón, y por el Sur, Este y Oeste con desarrollos residenciales unifamiliares y multifamiliares, áreas no desarrolladas y la Carretera Estatal PR-301. El Proyecto contará con tres puntos de acceso, siendo los dos principales a través de la Carretera Estatal PR-301 y uno secundario a través del Camino Monte Carlo.

En el contexto inmediato del Proyecto existen numerosas áreas de interés turístico, que incluyen: el Balneario Público de Boquerón; el Poblado de Boquerón; el Club Náutico de Boquerón; variedad de comercios; restaurantes; hoteles; paradores; y propiedades residenciales utilizadas como alojamientos a corto plazo; entre otras. El Proyecto además se ubica cercano a áreas de atractivos naturales como lo son: el Refugio de Vida Silvestre de Boquerón; la Playa El Combate; y otros puntos de interés que sirven al público turístico que frecuenta el área.

En la actualidad, la mayoría de los terrenos no están desarrollados, con algunos usos no consolidados tales como: glamping; área para vehículos recreativos (RV Park); y estructuras abandonadas que fueron utilizadas previamente como

residencias unifamiliares. De igual manera, los terrenos no desarrollados son utilizados por grupos y organizaciones externas para hacer carreras de ciclismo de montaña, carreras de vehículos todoterreno y senderismo.

Es importante señalar que como parte del Proyecto se contemplan varias parcelas que al presente no pertenecen a Cabo Rojo Land Acquisition, LLC, pero que se vislumbran si lo sean en el futuro, ello sujeto a las negociaciones con varios de sus actuales propietarios. De no adquirirse dichas parcelas ello no impediría el desarrollo del Proyecto según representado en el plano conceptual presentado en el Anejo 2, en el que se identifican estas parcelas, mostrándolas en su estado actual y garantizando sus accesos a través de las vías propuestas.

No obstante, y debido a que dichas parcelas podrían formar del Proyecto, se incluye como Anejo 3 un plano conceptual en el que se incluyen todas estas parcelas como parte del desarrollo propuesto y que fueron evaluadas por el equipo técnico contratado por Cabo Rojo Land Acquisition, LLC. Por lo tanto, esta solicitud basa su programa y sus análisis de demanda a base de la versión más abarcadora del Proyecto según representado en el Anejo 3, esto para asegurar que las recomendaciones aquí solicitadas evalúen el impacto de la totalidad de la acción propuesta.

Cónsono con lo anterior, el plano conceptual del Proyecto (Anejo 3) propone usos hoteleros, de recreación y turístico-residenciales, siendo cónsonos con los usos existentes en el sector. Específicamente, se propone el desarrollo de: 530 unidades de hotel; 1,132 residencias turísticas unifamiliares y multifamiliares; una escuela con 500 unidades de vivienda para estudiantes; áreas recreativas; campos de golf; áreas de servicio médico; áreas comerciales y de entretenimiento; áreas de agricultura; y áreas de servicio e infraestructura. El Proyecto incluye además cuatro accesos públicos vehiculares a la playa con instalaciones sanitarias, apoyo para actividades públicas recreativas como el senderismo, observación de aves y ciclismo de montaña, y dos centros de actividades (*Towncenters*), donde se proveerá espacio para comercios y servicios, estableciendo ofertas gastronómicas, recreativas, culturales, religiosas y otros servicios esenciales para la comunidad en general.

El concepto de desarrollo y planificación de Esencia se basa en 5 principios fundamentales de protección y mejora de los recursos naturales, entre ellos: la protección de la zona costera para promover resiliencia; la protección de corredores de drenaje natural; la preservación de áreas con pendientes mayores de 30%; la protección de zonas de mangle; y la protección y mejora de áreas de humedales; entre otras.

Por último, Esencia se presenta como un desarrollo de baja densidad, ya que ocupará menos del 25% del total de los terrenos, de los cuales un 15% será ocupado por huellas de edificios y 10% por calles de acceso y otros componentes de infraestructura. El restante 75% de los terrenos objeto de desarrollo se propone como áreas verdes, incluyendo amplias áreas de paisajismo, dos campos de golf y áreas a designarse como zonas de conservación.

El Proyecto se dividirá en 19 componentes a desarrollarse en fases, según descritos a continuación:

COMPONENTE 1	
Cabida Propuesta:	200.34 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	50 habitaciones de hotel 90 residencias turísticas entre 4 a 8 habitaciones
Unidades Básicas de Vivienda Estimadas:	20 UBV : Habitaciones de Hotel 132 UBV: Residencias Turísticas
Área Neta Estimada Comercial:	10,000 pies cuadrados

Área Neta Estimada de Restaurantes:	7,800 pies cuadrados

COMPONENTE 2	
Cabida Propuesta:	128.18 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	110 habitaciones de hotel 224 residencias turísticas entre 2 a 8 habitaciones
Unidades Básicas de Vivienda Estimadas:	44 UBV : Habitaciones de Hotel 257.6 UBV: Residencias Turísticas
Área Neta Estimada Comercial:	25,000 pies cuadrados
Área Neta Estimada de Restaurantes:	16,000 pies cuadrados

COMPONENTE 3	
Cabida Propuesta:	184.77 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	120 habitaciones de hotel 186 residencias turísticas entre 2 a 8 habitaciones
Unidades Básicas de Vivienda Estimadas:	48 UBV : Habitaciones de Hotel 254 UBV: Residencias Turísticas
Área Neta Estimada Comercial:	25,000 pies cuadrados
Área Neta Estimada de Restaurantes:	6,614 pies cuadrados

COMPONENTE 4	
Cabida Propuesta:	11.27 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	20 habitaciones de hotel 10 residencias turísticas de un máximo de 5 habitaciones
Unidades Básicas de Vivienda Estimadas:	8 UBV : Habitaciones de Hotel 14 UBV: Residencias Turísticas
Área Neta Estimada Comercial:	2,000 pies cuadrados
Área Neta Estimada de Restaurantes:	7,200 pies cuadrados

COMPONENTE 5	
Cabida Propuesta:	435.97 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	200 habitaciones de hotel 292 residencias turísticas entre 2 a 8 habitaciones
Unidades Básicas de Vivienda Estimadas:	80 UBV : Habitaciones de Hotel 429 UBV: Residencias Turísticas

Área Neta Estimada Comercial:	35,000 pies cuadrados
Área Neta Estimada de Restaurantes:	30,500 pies cuadrados

COMPONENTE 6	
Cabida Propuesta:	38.33 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	30 habitaciones de hotel 16 residencias turísticas de un máximo de 5 habitaciones
Unidades Básicas de Vivienda Estimadas:	12 UBV : Habitaciones de Hotel 22.4 UBV: Residencias Turísticas
Área Neta Estimada de Restaurantes	4,500 pies cuadrados

COMPONENTE 7 | WEST TOWNCENTER	
Cabida Propuesta:	13.13 cuerdas
Usos Propuestos:	Comercial + Cultural + Entretenimiento + Residencial + Oficinas + Medico + Institucional
Unidades Propuestas:	80 apartamentos entre 1 a 4 habitaciones
Unidades Básicas de Vivienda Estimadas:	70 UBV
Área Neta Estimada Comercial & Usos Relacionados:	140,000 pies cuadrados
Área Neta Estimada de Restaurantes:	28,600 pies cuadrados
Área Neta Estimada de Oficinas:	45,000 pies cuadrados

COMPONENTE 8 | GOLF A	
Cabida Propuesta:	218.8 cuerdas
Usos Propuestos:	Recreativo (Campo de Golf) + Casa Club + Residencias Turísticas
Unidades Propuestas:	16 residencias turísticas de un máximo de 4 habitaciones
Unidades Básicas de Vivienda Estimadas:	19.2 UBV
Área Neta Estimada Comercial:	25,000 pies cuadrados
Área Neta Estimada de Restaurantes:	8,000 pies cuadrados

COMPONENTE 9 | GOLF B	
Cabida Propuesta:	169.5 cuerdas
Usos Propuestos:	Recreativo (Campo de Golf) + Casa Club
Área Neta Estimada Comercial:	30,000 pies cuadrados

Área Neta Estimada de Restaurantes:	10,000 pies cuadrados

COMPONENTE 10 | CLUB DEPORTIVO	
Cabida Propuesta:	28.84 cuerdas
Usos Propuestos:	Recreativo (Club Deportivo) + Comercial
Área Neta Estimada Comercial:	8,000 pies cuadrados
Área Neta Estimada de Restaurante:	5,200 pies cuadrados

COMPONENTE 11 | ESCUELA	
Cabida Propuesta:	8.13 cuerdas
Usos Propuestos:	Educativo
Unidades Propuestas:	500 dormitorios
Unidades Básicas de Vivienda Estimadas:	200 UBV

COMPONENTE 12 | CLUB DE PLAYA	
Cabida Propuesta:	10.41 cuerdas
Usos Propuestos:	Recreativo (Club de Playa) + Residencias Turísticas
Unidades Propuestas:	6 residencias turísticas entre 2 y 4 habitaciones
Unidades Básicas de Vivienda Estimadas:	6 UBV
Área Neta Estimada Comercial:	12,000 pies cuadrados
Área Neta Estimada de Restaurantes:	13,000 pies cuadrados

COMPONENTE 13 | COMUNIDAD DE ARTISTAS	
Cabida Propuesta:	28.11 cuerdas
Usos Propuestos:	Residencias Turísticas + Comercial
Unidades Propuestas:	16 residencias turísticas de 1 habitación
Unidades Básicas de Vivienda Estimadas:	9.6 UBV
Área Neta Estimada Comercial:	10,000 pies cuadrados

COMPONENTE 14 | EAST TOWNCENTER	
Cabida Propuesta:	6.72 cuerdas
Usos Propuestos:	Comercial + Entretenimiento + Residencial + Oficinas
Unidades Propuestas:	52 apartamentos entre 2 a 4 habitaciones
Unidades Básicas de Vivienda Estimadas:	49.6 UBV
Área Neta Estimada Comercial:	16,500 pies cuadrados

Área Neta Estimada de Restaurantes:	19,000 pies cuadrados
Área Neta Estimada de Oficina:	15,000 pies cuadrados

COMPONENTE 15 | CENTRO DE TRAUMA	
Cabida Propuesta:	8.39 cuerdas
Usos Propuestos:	Médico
Área Neta Estimada Servicios Médicos:	28,000 pies cuadrados

COMPONENTE 16 | INFRAESTRUCTURA	
Cabida Propuesta:	43.29 cuerdas
Usos Propuestos:	Infraestructura & Servicios

COMPONENTE 17 | RESIDENCIAS PARA EMPLEADOS	
Cabida Propuesta:	4.85 cuerdas
Usos Propuestos:	Residencial
Unidades Propuestas:	144 apartamentos de 2 habitaciones
Unidades Básicas de Vivienda Estimadas:	115 UBV

COMPONENTE 18 | VIAS PRINCIPALES & ACCESOS	
Cabida Propuesta:	97.96 cuerdas
Usos Propuestos:	Vías & Accesos

COMPONENTE 19 | AREAS DE CONSERVACION	
Cabida Propuesta:	407.38 cuerdas
Usos Propuestos:	Conservación

El Proyecto se propone desarrollar mediante seis fases, con fechas estimadas de finalización de construcción según descritas a continuación:

FECHA ESTIMADA DE FINALIZACION DE CONSTRUCCION	COMPONENTE	USOS PROPUESTOS
2027	Componente 2	Hotel + Residencias Turísticas
	Componente 8	Campo de Golf A
	Componente 10	Club de Deportes
	Componente 11	Escuela
	Componente 12	Club de Playa
	Componente 15	Centro de Trauma
	Componente 16	Infraestructura
	Componente 17	Residencias para Empleados
	Componente 18	Vías Principales & Accesos

2028	Componente 1	Hotel + Residencias Turísticas
	Componente 3	Hotel + Residencias Turísticas
	Componente 14	*East Towncenter*
	Componente 6	Hotel + Residencias Turísticas
2029	Componente 4	Hotel + Residencias Turísticas
	Componente 7	*West Towncenter*
	Componente 13	Comunidad de Artistas
2030	Componente 5	Hotel + Residencias Turísticas
	Componente 9	Campo de Golf B
-	Componente 19	Áreas de Conservación

INFRAESTRUCTURA

El Proyecto propone la construcción de facilidades centralizadas privadas de infraestructura y utilidades como fuentes primarias para satisfacer las demandas del Proyecto, incluyendo y no limitado a lo siguiente: pavimentación de caminos existentes; creación de vías nuevas; puntos de acceso públicos y privados; sistema de recolección, tratamiento y disposición de aguas usadas; sistema solar de generación y distribución de electricidad; sistema de tratamiento y distribución de agua potable; y facilidades de distribución de telecomunicaciones. No obstante, el Proyecto propone conexión a las facilidades existentes en el sector a ser utilizadas como fuentes secundarias, de acuerdo con las recomendaciones de las agencias envueltas. Por tanto, las facilidades por proveerse para el Proyecto estarán sujetas a las condiciones y/o recomendaciones hechas por las diferentes agencias estatales y federales concernidas.

TRAMITE SOLICITADO

- DRNA-Departamento de Recursos Naturales y Ambientales

  Se solicita de esta agencia aquellas recomendaciones correspondientes a los 19 componentes del plano conceptual presentado que permitan desarrollar el diseño del Proyecto para obtener eventualmente su aprobación.

REGLAMENTOS APLICABLES

- Reglamento Conjunto Para la Evaluación y Expedición de Permisos Relacionados al Desarrollo, Uso de Terrenos y Operación de Negocios (2023)
- Reglamento de Sobre Áreas Especiales de Peligro a Inundación (Reglamento de Planificación Núm. 13) y National Flood Insurance Program (NFIP)
- International Building Code 2018
- International Fire Code 2018
- Puerto Rico Building Code 2018
- American with Disabilities Act
- American Society of Civil Engineer ASCE 24 & 7
- Puerto Rico Law 218-2008 Control and Prevention of the Lighting Pollution of Puerto Rico
- PR EQB 2014: Regulation to Control and Prevent Light Contamination

ANEJOS

- ANEJO 1: Tabla de Análisis de Propiedades
- ANEJO 2: Presentación de Proyecto Esquemático
- ANEJO 3: Presentación de Proyecto Esquemático

ANEJO 1:
Tabla de Análisis de Propiedades

San Juan | The Hub - 200 Convention Blvd., Suite 201, San Juan, PR 00907 | 787.754.1381
New York | 641 Lexington Ave., 13th FL, Suite 1326, New York, NY 10022 | 212.271.5280
Miami | 1221 Brickell Ave., Suite 900, Miami, FL 33131 | 305.995.8299
info@advfirm.com | alvarezdiazvillalon.com

PROPIEDADES									
			CABIDA		COORDENADAS				
#	# CATASTRO	DATOS REGISTRALES # FINCA	METROS CUADRADOS	CUERDAS	COORDENADAS LAMBERT	NAD83	ZONA DE INUNDABILIDAD	CLASIFICACION	CALIFICACION
A-2	403-000-002-02-000	32,623	3074799.736	782.3918	Lat: 17.99743354, Lon: -67.19165510	x: 119688.6748, y: 218328.6761	VE/AE/A	SRC/SREP-E	DTS/CR/PR/ARD
105	379-089-327-75-000	18,839	19364.5933	4.9269	Lat: 18.00143842, Lon: -67.19461846	x: 119376.6813, y: 218773.2374	VE/AE/A	SREP-E	DTS/PR
106	379-089-327-76-000	18,840	22018.333	5.6000	Lat: 18.00129685, Lon: -67.19522847	x: 119312.0137, y: 218757.8370	VE/AE/A	SREP-E	DTS/PR
107	379-089-327-77-000	18,841	18,788.01	4.7802	Lat: 18.00114700, Lon: -67.19582078	x: 119249.2168, y: 218741.5125	VE/AE/A	SREP-E	DTS/PR
108	379-089-327-78-000	18,842	19213.4915	4.8884	Lat: 18.00102875, Lon: -67.19642370	x: 119185.3105, y: 218728.6911	VE/AE/A	SREP-E	DTS/PR
21	379-000-010-05-000	18,782	39286.311	9.9955	Lat: 18.00090126, Lon: -67.19741916	x: 119079.8291, y: 218715.0198	VE/AE/A	SREP-E	DTS/PR/R-G
20	379-000-010-04-000	18,781	26940.6211	6.8544	Lat: 18.00089464, Lon: -67.19862354	x: 118952.2776, y: 218714.8200	VE/AE/A	SREP-E	R-G/PR
19	379-000-010-03-000	18,830	20284.0211	5.1608	Lat: 18.00068522, Lon: -67.19951128	x: 118858.1662, y: 218692.0348	VE/AE/A	SREP-E	R-G/PR
181	379-000-009-05-000	18,816	36733.6034	9.3460	Lat: 18.00021912, Lon: -67.20061663	x: 118740.8886, y: 218640.9370	VE/AE/A	SREP-E	R-G/PR
1	379-000-009-03-000	18,818	20069.125	5.1049	Lat: 17.99804953, Lon: -67.20223772	x: 118568.3490, y: 218401.8318	VE/AE	SREP-E	R-G/DTS/PR
79	379-000-009-02-001	18,808	19659.2923	5.0019	Lat: 17.99888395, Lon: -67.20310188	x: 118568.3490, y: 218401.8318	VE/AE	SREP-E	R-G/DTS/PR
78	379-000-009-02-000	18,807	19772.2027	5.0306	Lat: 17.999073, Lon: -67.204503	x: 118477.2185, y: 218494.5697	VE/AE	SREP-E	R-G/DTS/PR
77	379-000-009-01-000	18,806	21123.5259	5.3744	Lat: 17.99882095, Lon: -67.20393835	x: 118388.6025, y: 218487.9695	VE/AE	SREP-E	R-G/PR
76	402-000-004-67-000	18,805	12385.5425	3.1512	Lat: 17.99861968, Lon: -67.20477501	x: 118299.7532, y: 218465.7618	VE/AE	SREP-E	R-G/PR
3	402-007-327-03-000	31,178	3753.9717	0.9551	Lat: 17.99807794, Lon: -67.20626622	x: 118141.5736, y: 218406.4678	VE/AE	SREP-E	R-G/PR
2	402-007-327-02-000	31,178	4509.3138	1.1473	Lat: 17.99796891, Lon: -67.20653676	x: 118112.8707, y: 218394.5216	VE/AE	SREP-E	R-G/PR
5	402-007-327-05-000	31,178	3905.4349	0.9936	Lat: 17.99710964, Lon: -67.20640198	x: 118126.7433, y: 218299.3580	1% ACF	SREP-E	R-G
4	402-007-327-04-000	31,178	3959.5333	1.0074	Lat: 17.99727382, Lon: -67.20599778	x: 118169.6273, y: 218317.3487	1% ACF	SREP-E	R-G
1	402-007-327-01-000	29,700	3840.336	0.9771	Lat: 17.99782854, Lon: -67.20680313	x: 118084.5957, y: 218379.1047	VE/AE	SREP-E	R-G/PR
42	402-000-004-64-000	18,700	19926.7077	5.0699	Lat: 17.99721353, Lon: -67.20731818	x: 118029.7610, y: 218311.2655	VE/AE	SREP-E	R-G/PR
72	402-007-327-90-000	18,718	20122.6755	5.1198	Lat: 17.99638496, Lon: -67.20798977	x: 117958.2478, y: 218219.8611	VE/AE	SREP-E	R-G/DTS/PR
70	402-007-327-15-000	18,716	19714.7056	5.0160	Lat: 17.99520022, Lon: -67.20951352	x: 117796.3169, y: 218089.4177	VE	SREP-E	DTS
69	402-017-327-16-000	18,715	19691.5244	5.0101	Lat: 17.99387986, Lon: -67.21033837	x: 117708.3392, y: 217943.6512	VE	SRC	DTS
81	402-017-327-17-000	18,721	19744.2876	5.0235	Lat: 17.99294528, Lon: -67.21090108	x: 117648.3047, y: 217840.4649	VE	SRC	DTS
68	402-017-327-06-000	18,714	20708.2307	5.2687	Lat: 17.99377528, Lon: -67.20907296	x: 117842.3072, y: 217931.5082	X	SREP-E	DTS
84	402-017-327-07-000	18,724	19694.6833	5.0109	Lat: 17.99280389, Lon: -67.20867881	x: 117883.5955, y: 217823.8185	X	SREP-E	DTS
73	402-007-327-13-000	18,719	20232.7025	5.1478	Lat: 17.99488068, Lon: -67.20754409	x: 118004.7442, y: 218053.1680	X	SREP-E	DTS

PROPIEDADES									
			CABIDA		COORDENADAS				
#	# CATASTRO	DATOS REGISTRALES # FINCA	METROS CUADRADOS	CUERDAS	COORDENADAS LAMBERT	NAD83	ZONA DE INUNDABILIDAD	CLASIFICACION	CALIFICACION
37	402-007-327-12-000	18,789	20470.741	5.2080	Lat: 17.99545079, Lon: -67.20653969	x: 118111.3839, y: 218115.8181	X	SREP-E	DTS
32	402-008-327-25-000	18,695	22149.1051	5.6353	Lat: 17.99662880, Lon: -67.20383430	x: 118398.6013, y: 218245.2970	X	SREP-E	DTS
57	402-008-327-27-000	18,710	20139.3584	5.1240	Lat: 17.99739764, Lon: -67.20134532	x: 118662.5565, y: 218329.2849	X	SREP-E	DTS
56	402-008-327-28-000	18,709	22626.4242	5.7568	Lat: 17.99773582, Lon: -67.20043922	x: 118758.6747, y: 218366.3119	X	SREP-E	DTS
55	402-009-327-29-000	18,708	23535.7454	5.9881	Lat: 17.99787271, Lon: -67.19955909	x: 118851.9482, y: 218381.0729	X	SREP-E	DTS
52	379-099-327-79-000	18,829	20229.2849	5.1474	Lat: 17.99916041, Lon: -67.19878694	x: 118934.1706, y: 218522.9485	X	SREP-E	DTS
54	402-009-327-30-000	18,707	21551.9387	5.4834	Lat: 17.99768492, Lon: -67.19844581	x: 118969.7647, y: 218359.7947	X	SREP-E	DTS
53	379-099-327-80-000	18,706	19212.5906	4.8882	Lat: 17.99902280, Lon: -67.19742660	x: 119078.1735, y: 218507.1159	X	SREP-E	DTS
113	379-099-327-81-000	18,847	21322.3403	5.4250	Lat: 17.99895240, Lon: -67.19615266	x: 119213.0574, y: 218498.7615	X	SREP-E	DTS
104	402-009-327-82-000	18,838	18526.0984	4.7135	Lat: 17.99771481, Lon: -67.19554463	x: 119276.8810, y: 218361.5173	X	SREP-E	DTS
112	402-009-327-84-000	18,846	20089.4749	5.1113	Lat: 17.99744519, Lon: -67.19648005	x: 119177.6905, y: 218332.0889	X	SREP-E	DTS
44	402-009-327-85-000	18,792	21490.5754	5.4678	Lat: 17.99714526, Lon: -67.19738323	x: 119082.0484, y: 218299.5963	X	SREP-E	DTS
16	402-008-327-33-000	18,694	20033.1585	5.0970	Lat: 17.99549516, Lon: -67.20205052	x: 118586.9873, y: 218119.0317	X	SREP-E	DTS
15	402-008-327-34-000	18,779	23027.7787	5.8589	Lat: 17.99477862, Lon: -67.20255393	x: 118533.1917, y: 218039.6447	X	SREP-E	DTS
138	402-018-327-35-000	18,762	21171.6639	5.3866	Lat: 17.99463437, Lon: -67.20335591	x: 118448.1886, y: 218024.0365	X	SREP-E	DTS
33	402-018-327-36-000	18,696	22020.4014	5.6026	Lat: 17.99432614, Lon: -67.20428479	x: 118349.6698, y: 217990.3357	X	SREP-E	DTS
38	402-018-327-10-000	17,790	20021.5593	5.0940	Lat: 17.99399504, Lon: -67.20528404	x: 118243.6866, y: 217954.1349	X	SREP-E	DTS
29	402-017-327-09-000	18,783	19750.4213	5.0250	Lat: 17.99379866, Lon: -67.20623360	x: 118143.0297, y: 217932.8247	X	SREP-E	DTS
65	402-017-327-08-000	18,711	19888.3404	5.0601	Lat: 17.99364480, Lon: -67.20743864	x: 118015.3337, y: 217916.3338	X	SREP-E	DTS
67	402-017-327-23-000	18,713	20137.9900	5.1237	Lat: 17.99248909, Lon: -67.20667382	x: 118095.7948, y: 217788.0783	X	SREP-E	DTS
85	402-000-004-69-000	18,725	20282.1421	5.1603	Lat: 17.99166219, Lon: -67.20712899	x: 118047.3493, y: 217697.0657	X	SRC/SREP-E	DTS
x	402-027-327-22-000	18,785	19671.4617	5.0055	Lat: 17.99153655, Lon: -67.20863460	x: 117887.6838, y: 217683.5304	X	SRC	DTS
17	402-018-327-24-000	18,780	21562.3366	5.4860	Lat: 17.99218834, Lon: -67.20481520	x: 118292.6473, y: 217754.2661	X	SRC	DTS
5	402-018-327-44-000	18,692	21160.8633	5.3839	Lat: 17.99256749, Lon: -67.20356706	x: 118424.8637, y: 217795.3688	X	SRC	DTS
6	402-018-327-43-000	18,693	20705.5310	5.2681	Lat: 17.99292322, Lon: -67.20258433	x: 118529.1093, y: 217834.3040	X	SRC	DTS
178	402-028-327-49-000	18,813	19958.3058	5.0779	Lat: 17.99175125, Lon: -67.20182135	x: 118609.3712, y: 217704.2512	X	SRC	DTS
64	402-018-327-42-000	18,802	20818.9024	5.2969	Lat: 17.99331564, Lon: -67.20139878	x: 118654.8513, y: 217877.2095	X	SRC	DTS

PROPIEDADES									
			CABIDA		COORDENADAS				
#	# CATASTRO	DATOS REGISTRALES # FINCA	METROS CUADRADOS	CUERDAS	COORDENADAS LAMBERT	NAD83	ZONA DE INUNDABILIDAD	CLASIFICACION	CALIFICACION
174	402-018-327-41-000	18,809	20377.1854	5.1845	Lat: 17.99324122, Lon: -67.20050133	x: 118749.8644, y: 217868.5738	X	SRC	DTS
39	402-018-327-40-000	18,697	20816.7973	5.2969	Lat: 17.99405363, Lon: -67.19989087	x: 118814.8928, y: 217958.2204	X	SRC	DTS
40	402-019-327-38-000	18,698	20157.6959	5.1287	Lat: 17.99427348, Lon: -67.19863087	x: 118948.4390, y: 217981.9950	X	SRC	DTS
22	402-019-327-37-000	18,831	20419.7597	5.1953	Lat: 17.99483658, Lon: -67.19769495	x: 119047.8203, y: 218043.9048	X	SRC	DTS
45	402-009-327-86-000	18,793	20887.0094	5.3142	Lat: 17.99493719, Lon: -67.19655814	x: 119168.2630, y: 218054.5383	X	SREP-E	DTS
110	402-009-327-87-000	18,844	17145.1235	4.3622	Lat: 17.99583991, Lon: -67.19616068	x: 119210.7736, y: 218154.2759	X	SREP-E	DTS
109	402-009-327-83-000	18,843	172266.7672	4.3931	Lat: 17.99608692, Lon: -67.19489753	x: 119344.6636, y: 218181.0582	X	SREP-E	DTS
60	402-009-327-72-000	18,798	20727.1922	5.2736	Lat: 17.99698396, Lon: -67.19399563	x: 119440.5924, y: 218279.9445	X	SRC/SREP-E	DTS
59	402-009-327-71-000	18,797	22912.7218	5.8296	Lat: 17.99571215, Lon: -67.19348093	x: 119494.5187, y: 218138.9554	X	SRC/SREP-E	DTS
111	402-019-327-88-000	18,845	17515.1883	4.4563	Lat: 17.99470737, Lon: -67.19518703	x: 119313.3680, y: 218028.4977	X	SREP-E	DTS
46	402-019-327-89-000	18,794	30321.6115	7.7146	Lat: 17.99329896, Lon: -67.19599492	x: 119227.1568, y: 217872.9706	X	SREP-E	DTS
34	402-019-327-68-000	18,786	25149.7093	6.3988	Lat: 17.99254581, Lon: -67.19485380	x: 119347.6640, y: 217789.1096	X	SREP-E	DTS
58	402-019-327-69-000	18,796	19553.9663	4.9751	Lat: 17.99411254, Lon: -67.19413338	x: 119424.6835, y: 217962.1979	X	SREP-E	DTS
13-B	402-000-005-28-000	24,097	464921.2499	118.2887	Lat: 17.99400574, Lon: -67.18904396	x: 119963.6440, y: 217948.1451	X	SRC	DTS
13-A	402-000-005-29-000	24,096	492773.8943	125.3751	Lat: 17.98977815, Lon: -67.18718309	x: 120158.7994, y: 217479.4250	X	SUNP	UR
76	403-000-002-15-000	4,523	24131.7812	6.1404	Lat: 17.99198924, Lon: -67.16696704	x: 122300.8707, y: 217715.4513	X	SRC	ARD
8-B	403-000-002-50-000	37,189	19958.1695	5.0784	Lat: 17.99189938, Lon: -67.16628831	x: 122372.7151, y: 217705.2183	X	SRC	ARD
78	402-029-327-57-000	18,787	19653.4048	5.0009	Lat: 17.99083209, Lon: -67.19608763	x: 119216.2006, y: 217599.9803	X	SRC	DTS
12	402-000-005-54-000	24,930	92045.321	23.4212	Lat: 17.98722323, Lon: -67.19363812	x: 119473.9700, y: 217199.4740	X	SRC	RT-I
47	402-019-327-51-000	21,859	20594.0529	5.2402	Lat: 17.99198647, Lon: -67.19699784	x: 119120.3335, y: 217728.1476	X	SRC	DTS
-	403-000-002-16-000	19,305	20071.5734	5.1073	Lat: 17.99245574, Lon: -67.16735907	x: 122259.5588, y: 217767.2502	X	SRC	ARD

PROPIEDADES PENDIENTES POR ADQUIRIR Y/O EN NEGOCIACION

			CABIDA		COORDENADAS				
#	# CATASTRO	DATOS REGISTRALES # FINCA	METROS CUADRADOS	CUERDAS	COORDENADAS LAMBERT	NAD83	ZONA DE INUNDABILIDAD	CLASIFICACION	CALIFICACION
7	379-000-009-04-000	18,822	18009.9359	4.5827	Lat: 17.99921227, Lon: -67.20175673	x: 118619.8282, y: 218530.3099	VE/AE	SREP-E	R-G/PR
75	402-000-004-66-000	18,804	17705.3569	4.5052	Lat: 17.99808128, Lon: -67.20555272	x: 118217.1391, y: 218406.5192	VE/AE	SREP-E	R-G/PR
71	402-007-327-14-000	18,717	19757.4574	5.0273	Lat: 17.99563125, Lon: -67.20858516	x: 117894.8390, y: 218136.7070	VE	SREP-E	DTS
41	402-008-327-11-000	18,699	20885.9676	5.3145	Lat: 17.99576891, Lon: -67.20565987	x: 118204.7120, y: 218150.6344	X	SREP-E	DTS
38	402-000-004-68-000	18,818	20255.2677	5.1540	Lat: 17.99625303, Lon: -67.20469355	x: 118307.2767, y: 218203.7853	X	SREP-E	DTS
62	379-099-327-74-000	18,800	19527.7894	4.9689	Lat: 17.99929836, Lon: -67.19450370	x: 119387.8501, y: 218536.3256	X	SREP-E	DTS
61	379-099-327-73-000	18,799	20290.0349	5.1629	Lat: 17.99814069, Lon: -67.19426250	x: 119412.8619, y: 218408.0891	X	SREP-E	DTS
53	402-009-327-31-000	-	40666.1094	10.3476	Lat: 17.99612389, Lon: -67.19872666	x: 118939.2990, y: 218187.1450	X	SREP-E	DTS
179	402-008-327-39-000	18,814	20559.3304	5.2314	Lat: 17.99534984, Lon: -67.19984573	x: 118820.2739, y: 218101.6643	X	SRC	DTS
180	402-008-327-32-000	-	21702.9561	5.5224	Lat: 17.99553751, Lon: -67.20112057	x: 118685.4953, y: 218123.3057	X	SREP-E	DTS
-	402-027-327-21-000	-	19717.2213	5.0171	Lat: 17.99154158, Lon: -67.20984636	x: 117759.3502, y: 217684.6307	X	SRC	DTS
31	402-027-327-20-000	-	19679.8355	5.0076	Lat: 17.99137073, Lon: -67.21093952	x: 117643.4936, y: 217666.2126	X	SRC	DTS
BB	402-020-327-70-000	-	22217.2462	5.6532	Lat: 17.99398170, Lon: -67.19314572	x: 119529.2242, y: 217947.2823	X	SREP-E	DTS

ANEJO 2:
Presentación de Proyecto Esquemático

San Juan | The Hub - 200 Convention Blvd., Suite 201, San Juan, PR 00907 | 787.754.1381
New York | 641 Lexington Ave., 13th FL, Suite 1326, New York, NY 10022 | 212.271.5280
Miami | 1221 Brickell Ave., Suite 900, Miami, FL 33131 | 305.995.8299
info@advfirm.com | alvarezdiazvillalon.com

CONCEPTUAL PLAN
DETAILED ILLUSTRATIVE OVERALL PLAN



SCALE: 1:15,000

0 250m 500m 1,000m

ESENCIA
CONCEPTUAL PLANNING
MAY 2024

Rees Jones, Inc. GOLF COURSE DESIGN

edsa

AD&V ALVAREZ-DIAZ & VILLALÓN

ANEJO 3:
Presentación de Proyecto Esquemático

San Juan | The Hub - 200 Convention Blvd., Suite 201, San Juan, PR 00907 | 787.754.1381
New York | 641 Lexington Ave., 13th FL, Suite 1326, New York, NY 10022 | 212.271.5280
Miami | 1221 Brickell Ave., Suite 900, Miami, FL 33131 | 305.995.8299
info@advfirm.com | alvarezdiazvillalon.com

CONCEPTUAL PLAN
DETAILED ILLUSTRATIVE OVERALL PLAN



SCALE: 1:15,000

0 250m 500m 1,000m

ESENCIA
CONCEPTUAL PLANNING
MAY 2024

Rees Jones, Inc. GOLF COURSE DESIGN

edsa

AD&V ALVAREZ-DIAZ & VILLALÓN

CONCEPTUAL PLAN
DETAILED ILLUSTRATIVE OVERALL PLAN



SCALE: 1:15,000

0 250m 500m 1,000m

ESENCIA
CONCEPTUAL PLANNING
MAY 2024

Rees Jones, Inc. GOLF COURSE DESIGN

edsa

AD&V ALVAREZ-DIAZ & VILLALÓN

CONCEPTUAL PLAN
DETAILED ILLUSTRATIVE OVERALL PLAN



SCALE: 1:15,000

0 250m 500m 1,000m

ESENCIA
CONCEPTUAL PLANNING
MAY 2024

Rees Jones, Inc. GOLF COURSE DESIGN

edsa

AD&V ALVAREZ-DIAZ & VILLALÓN

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,739

RE : **/ CABO ROJO LAND ACQUISITION LLC/**
CARMEN M. FONSECA/ HIPOTECARIO/

FINCA : Número 639, inscrita al folio 300 del tomo 488 de Cabo Rojo.
Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: Remanente (Salina "Caborrojeña"). Cabida: 678,829.24 Metros Cuadrados (172.7127 cuerdas). Linderos: por el **NORTE**, con el mar; por el **SUR**, con terrenos de Alberto del Toro, José Ramírez, Nicolas Plaza; Miguel Carlo; Juan Morales Díaz y Sucesión Federico Vélez; por el **ESTE**, con salistrales y lagunas del Pueblo de Puerto Rico; y por el **OESTE**, con el mar.

Contiene casas.

Esta es la descripción del Remanente, según consta de la escritura número 37, otorgada en San Juan, Puerto Rico, el día 26 de junio de 2023, ante la notario María R. Pujol Thompson, e inscrito al tomo Karibe de Cabo Rojo, finca número 639, inscripción 43ra.

PLENO DOMINIO:

Consta inscrita al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Acquisition, LLC.**, cuya entidad lo adquirió por compraventa a Víctor Luis González Barahona y su esposa Tania Albertina Serrallés Piza, por el precio de $800,000.00, mediante la escritura número 252, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastían, finca número 639, inscripción 42da.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS.

ii. Por sí está:

LIBRE DE CARGAS.

LOS SIGUIENTES DOCUMENTOS SE ENCUENTRAN PRESENTADOS Y PENDIENTES DE DESPACHO:

1. AL ASIENTO 2023-078118-AG01 DEL SISTEMA KARIBE, se presentó el día 26 de junio de 2023, la escritura número 33, otorgada en San Juan, Puerto Rico, el día 26 de junio de 2023, ante la notario María del Rosario Pujol Thompson, mediante la cual comparece Cabo Rojo Land Acquisition LLC, en adelante "CRLA", para aclarar que por error matemático en la agrupación presentada al Asiento 2022-051227-SG01, cuando la cabida correcta de ser 774.4508 cuerdas equivalentes a 3,043,898.02 metros cuadrados.

33 Calle Resolución, Suite 302
San Juan, PR 00920-2727
TEL: 787-707-7369
FAX: 787-782-6743

Continuación…
Finca número 639

Descripción correcta de finca agrupada:

RÚSTICA: Finca Agrupada: Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientas setenta y cuatro punto cuatro mil quinientas ocho cuerdas (774.4508 cuerdas) de terreno, equivalentes a tres millones cuarenta y tres mil ochocientos noventa y ocho punto cero dos metros cuadrados (3,043.898.02 m.c.). En lindes por el **NORTE**, con caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Faz Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodríguez, Luis Plaza, Belfor Torres, Familia Padilla y Raul Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodríguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Faz Alzamora y varios vecinos.

Se acompaña: Certificación Presentación Telemática.

2. AL ASIENTO 2023-078173-AG01 DEL SISTEMA KARIBE, se presentó el día 26 de junio de 2023, la escritura número 34, otorgada en San Juan, Puerto Rico, el día 26 de junio de 2023, ante la notario María del Rosario Pujol Thompson, mediante la cual comparecen Cabo Rojo Land Acquisition LLC, en adelante "CRLA", sobre aclaración de rectificación de finca agrupada no afecta el negocio jurídico en la escritura de hipoteca presentada al Asiento 2022-055862-SG01.

3. AL ASIENTO 2023-078197-AG01 DEL SISTEMA KARIBE, se presentó el día 26 de junio de 2023, la escritura número 35, otorgada en San Juan, Puerto Rico, el día 26 de junio de 2023, ante la notario María del Rosario Pujol Thompson, mediante la cual comparece Cabo Rojo Land Acquisition LLC, en adelante "CRLA", sobre aclaración de rectificación de cabida de finca agrupada no afecta el negocio jurídico en la escritura de hipoteca presentada al Asiento 2022-115416-SG01 y pendiente de calificación.

Se acompaña: Certificación Presentación Telemática.

4. AL ASIENTO 2023-078244-AG01 DEL SISTEMA KARIBE, se presentó el día 26 de junio de 2023, la escritura número 36, otorgada en San Juan, Puerto Rico, el día 26 de junio de 2023, ante la notario María del Rosario Pujol Thompson, mediante la cual comparecen Cabo Rojo Land Acquisition LLC, en adelante "CRLA"; Villa de Bahía de Boqueron Development Corp, en adelante "VBBDC" y Gladys Omayra Fontanez Reyes, en adelante "Fontanez", sobre aclaración de rectificación de finca agrupada no afecta el negocio jurídico de hipoteca subordinada.

Se acompaña: Certificación Presentación Telemática.

OBSERVACIONES

1. AL ASIENTO 2016-121760-SG DEL SISTEMA KARIBE, se presentó el día 2 de diciembre de 2016, Instancia de 30 de noviembre de 2016, juramentado y suscrito ante Víctor Luis González Barahona y Tania Albertina Serrallés Pizá, bajo Affidavit número 55,117, mediante la cual el área superficial de esta propiedad se Rectificación luego de la expropiación forzosa de 18.0873 cuerdas, resultando con un área de 172.2851 cuerdas, equivalentes a 677,148.6644.

Continuación…
Finca número 639

La propiedad de 172.2851 cuerdas se describe de la siguiente manera:

RÚSTICA: Salina denominada "Caborrojeña" radicada en el Barrio Boquerón de Cabo Rojo, Puerto Rico, con una cabida superficial de 677,148.6644 metros cuadrados, equivalentes a 172.2851 cuerdas. En lindes por el **NORTE**, con el mar; por el **SUR**, con terrenos de Alberto del Toro, José Ramírez, Francisco Wys, Nicolás Plaza, Miguel Carlo, Juan Morales Díaz y Sucesión Federico Vélez; por el **ESTE**, con salitrales y lagunas del Pueblo de Puerto Rico; y por el **OESTE**, con el mar.

Retirado el día 7 de junio de 2023.

2. AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854, Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E.

   Y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

   Se describe la finca agrupada de la siguiente manera:

   RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodriguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodriguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos."

   Notificada el día 2 de febrero de 2024. Impedida por Asiento previo.

3. AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

   Notificada el día 2 de febrero de 2024. Falta Previa.

Continuación…
Finca número 639

4. AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas, en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

   Notificada el día 5 de febrero de 2024. Falta Previa.

5. AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

   Notificada el día 5 de febrero de 2024. Falta Previa.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe (1:27PM**)**.

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Capital Title Services, LLC.

POR: *Ramón F. Gómez Marcos*
15 de marzo de 2024
RG/mvb/f

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,736

RE : **/ CABO ROJO LAND ACQUISITION LLC/**
CARMEN M. FONSECA/ HIPOTECARIO/

FINCA : Número 1,054, inscrito al folio 244 del tomo 20 de Cabo Rojo.
Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: Porción de terreno radicado en el Barrio Llanos Costa del término Municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de 20.7053 cuerdas, equivalentes a 81,379.9354 metros cuadrados. En lindes: por el **NORTE**, con un camino que los separa del Salitral; por el **SUR**, con que conduce a Las Salinas y terrenos de Natalio Irizarry; por el **ESTE**, con terrenos de Natalio Irizarry; por el **OESTE**, con un camino que conduce a las Salinas.

NOTA: Esta finca fue mensurada por el Agrimensor René Guerra Menéndez, según Certificación de fecha 26 de enero de 1995, jurada y suscrita ante la notario Pilar Teresa Sales, e inscrita al folio 106 del tomo 958 de Cabo Rojo, finca número 1,054, inscripcion 11ma.

ORIGEN REGISTRAL:

Se segrega de la finca número 111, inscrita al folio 46 del tomo 10 de Cabo Rojo.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Acquisition, LLC.**, cuya entidad adquirió esta y otra finca por compraventa a Puerto Rico Land & Fruit, S.E., por el precio de $600,000.00, mediante la escritura número 251, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, finca número 1,054, inscripción 15ta.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS.

ii. Por sí está:

LIBRE DE CARGAS.

OBSERVACIÓN:

AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854,

Continuación…
Finca número 1,054

Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E.

Y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

Se describe la finca agrupada de la siguiente manera:

RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodriguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodriguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos."

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida

Notificado el día 2 de febrero de 2024. Razón: Impedido por asiento previo notificado.

AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024. Razón: Falta previa.

AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas, en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Notificado el día 5 de febrero de 2024. Razón: Falta previa.

AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

Se acompaña: Certificación del notario.

Notificado el día 5 de febrero de 2024. Razón: Falta previa.

Continuación…
Finca número 1,054

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe. (2:41 p.m.)

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Capital Title Services, LLC.

POR: *Ramón F. Gómez Marcos*
14 de marzo de 2024
RG/anr/f

33 Calle Resolución, Suite 302
San Juan, PR 00920-2727
TEL: 787-707-7369
FAX: 787-782-6743

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,740

RE : **/ CABO ROJO LAND ACQUISITION LLC/ CARMEN M. FONSECA/ HIPOTECARIO/**

FINCA : Número 2,367, inscrito al folio 110 del tomo 56 de Cabo Rojo. Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: Porción de terreno radicada en el Barrio de Llanos Costas del término municipal de Cabo Rojo, Puerto Rico, constante de 98 cuerdas con 77 céntimos de otra, equivalentes a 38 hectáreas, 82 áreas, 5 centiáreas y 60 miliáreas. Colindante; por el **NORTE,** con las Salinas de Cabo Rojo; **SUR,** con terrenos de la Sucesión de Anino Rodríguez y los terrenos de la sucesión de José Graciliano Vélez; **ESTE,** con las parcelas adjudicadas a las herederas Luisa Josefa, José del Carmen, Mercedes y Marina Plaza Vélez y también con la Parcela adjudicada a la heredera Emma Rosalía conocida solamente Emma Plaza Vélez y asimismo con la Parcela adjudicada a los hijos del heredero fallecido Juan Plaza Vélez llamados María Esther, Manfredo, y Luisa Plaza Camacho, **OESTE,** con el camino que conduce de las Salinas de Cabo Rojo a las Salinas Candelaria.

Contiene una casa.

Esta es la descripción del remanente de esta finca, según consta de la escritura número 7, otorgada en Cabo Rojo, el día 13 de enero de 1947, ante el notario Miguel Del Toro Colberg, e inscrita al folio 119 del tomo 56 de Cabo Rojo, finca número 2,367, inscripción 7ma.

ORIGEN REGISTRAL:

Se formó por agrupación de las fincas números 111; 726 y 2,366, inscritas a los folios 26; 245 y 107 de los tomos 26, 53 y 56 de Cabo Rojo, respectivamente.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Holdings, LLC.**, cuya entidad lo adquirió por compraventa al Banco Popular de Puerto Rico, por el precio de $424,817.20 **(así surge)**, mediante la escritura número 14, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante el notario José Alfredo Moreda Del Valle, finca número 2,367, inscripción 22a.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS

33 Calle Resolución, Suite 302
San Juan, PR 00920-2727
TEL: 787-707-7369
FAX: 787-782-6743

Continuación…
Finca número 2,367

ii. Por sí está afecta a:

Hipoteca en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $531,021.49 **(así surge)**, con intereses al 10.00% anual, vencedero a la presentación, constituida mediante la escritura número 18, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante la notario Yahira Caro Domínguez, e inscrita al tomo Karibe de Cabo Rojo, finca número 2,367, inscripción 23a.

LOS SIGUIENTES DOCUMENTOS SE ENCUENTRAN PRESENTADOS Y PENDIENTES DE DESPACHO:

1. AL ASIENTO 2022-051233-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 254, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a cancelar la hipoteca, por la suma de $531,021.49, según inscripción 23ª relacionada.

   Se acompaña: Certificación del notario; Certificación de exención de la Compañía de Turismo.

2. AL ASIENTO 2022-051236-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 253, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Holdings, LLC, a vender esta y otras fincas a favor de Cabo Rojo Land Acquisition, LLC, por el precio de $1,450,000.00, respondiendo esta finca por la suma de $747,000.00.

   Se acompaña: Certificación de exención de la Compañía de Turismo.

OBSERVACIÓN:

AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854, Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E

Y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

Se describe la finca agrupada de la siguiente manera:

RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodríguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodríguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos."

Continuación…
Finca número 2,367

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas (así surge), en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Documento presentado bajo la finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

Se acompaña: Certificación del notario.

Documento presentado bajo la finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe.

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Continuación…
Finca número 2,367

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Capital Title Services, LLC.

POR: ***Ramón F. Gómez Marcos***
15 de marzo de 2024
SCG/anr/f

33 Calle Resolución, Suite 302
San Juan, PR 00920-2727
TEL: 787-707-7369
FAX: 787-782-6743

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,741

RE : **/ CABO ROJO LAND ACQUISITION LLC/ CARMEN M. FONSECA/ HIPOTECARIO/**

FINCA : Número 4,847, inscrito al folio 85 del tomo 160 de Cabo Rojo. Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: Porción de terreno compuesta de siete cuerdas y noventa y tres céntimos, equivalentes a once áreas, sesenta y ocho centiáreas y siete miliáreas radicada en el Barrio de Llanos Costas del término municipal de Cabo Rojo, Puerto Rico, colindante: por el **NORTE** y por el **OESTE,** con el predio que se adjudicara al cónyuge Nicolás Plaza Acosta; por el **SUR,** con la parcela adjudicada a Marina Plaza Vélez; y por el **ESTE,** con un camino.

ORIGEN REGISTRAL:

Se formó por agrupación de las fincas números 4,664 y 4,848, inscritas a los folios 190 y 49 de los tomos 152 y 160 de Cabo Rojo, respectivamente.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Holdings, LLC.**, cuya entidad lo adquirió por compraventa al Banco Popular de Puerto Rico, por el precio de $34,107.53 (así surge), mediante la escritura número 14, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante el notario José Alfredo Moreda Del Valle, finca número 4,847, inscripción 17ma.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS

ii. Por sí está afecta a:

Hipoteca en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $42,634.41 (así surge), con intereses al 10.00% anual, vencedero a la presentación, constituida mediante la escritura número 18, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante la notario Yahira Caro Domínguez, e inscrita al tomo Karibe de Cabo Rojo, finca número 4,847, inscripción 18va., y última.

LOS SIGUIENTES DOCUMENTOS SE ENCUENTRAN PRESENTADOS Y PENDIENTES DE DESPACHO:

1. AL ASIENTO 2022-051233-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 254, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a cancelar pagaré con garantía de un pagaré hipotecario, por la suma de $42,634.41, inscripción 18va relacionada.

Continuación…
Finca número 4,847

Se acompaña: Certificación del notario; Certificación de exención de la Compañía de Turismo.

2. AL ASIENTO 2022-051236-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 253, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Holdings, LLC, a vender esta y otras fincas a favor de Cabo Rojo Land Acquisition, LLC, por el precio de $1,450,000.00, respondiendo esta finca por la suma de $64,000.00.

Se acompaña: Certificación de exención de la Compañía de Turismo.

OBSERVACIÓN:

AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854, Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E

Y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

Se describe la finca agrupada de la siguiente manera:

RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodríguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodríguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos."

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

Continuación…
Finca número 4,847

AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas (así surge), en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Documento presentado bajo la finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

Se acompaña: Certificación del notario.

Documento presentado bajo la finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe.

NOTA: Esta Sección tiene establecido un sistema computadorizado de Bitácoras. No nos hacemos responsables por errores y/u omisiones que cometa el Empleado del Registro en la entrada y búsqueda de datos en el mismo.

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Capital Title Services, LLC.

POR: *Ramón F. Gómez Marcos*
15 de marzo de 2024
SCG/anr/f

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,742

RE : **/ CABO ROJO LAND ACQUISITION LLC/**
CARMEN M. FONSECA/ HIPOTECARIO/

FINCA : Número 4,848, inscrito al folio 92 del tomo 160 de Cabo Rojo.
Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: Porción de terreno compuesta de siete cuerdas y noventa y tres centésimas, equivalentes a tres hectáreas once áreas, sesenta y ocho centiáreas y siete miliáreas radicada en el Barrio de Llanos Costas del término municipal de Cabo Rojo, Puerto Rico, colindante: por el **NORTE,** con la Parcela que se adjudica a Marina Plaza Vélez; por el **ESTE,** con el camino; por el **SUR,** con terrenos de la Sucesión de Anino Rodríguez; y por el **OESTE,** con predio adjudicado a Nicolás Plaza Acosta.

ORIGEN REGISTRAL:

Se segrega de la finca número 2,367, inscrita al folio 110 del tomo 56 de Cabo Rojo.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Holdings, LLC.**, cuya entidad lo adquirió por compraventa al Banco Popular de Puerto Rico, por el precio de $34,107.53, mediante la escritura número 14, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante el notario José Alfredo Moreda Del Valle, finca número 4,848, inscripción 14ta.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS

ii. Por sí está afecta a:

Hipoteca en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $42,634.41, con intereses al 10.00% anual, vencedero a la presentación, constituida mediante la escritura número 18, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante la notario Yahira Caro Domínguez, e inscrita al tomo Karibe de Cabo Rojo, finca número 4,848, inscripción 15ta., y última.

LOS SIGUIENTES DOCUMENTOS SE ENCUENTRAN PRESENTADOS Y PENDIENTES DE DESPACHO:

1. AL ASIENTO 2022-051233-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 254, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a cancelar pagaré con garantía de un pagaré hipotecario, por la suma de $42,634.41, inscripción 15ta relacionada.

33 Calle Resolución, Suite 302
San Juan, PR 00920-2727
TEL: 787-707-7369
FAX: 787-782-6743

Continuación…
Finca número 4,848

Se acompaña: Certificación de exención de la Compañía de Turismo.

2. AL ASIENTO 2022-051236-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 253, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Holdings, LLC, a vender esta y otras fincas favor de Cabo Rojo Land Acquisition, LLC, por el precio de $1,450,000.00, respondiendo esta finca por la suma de $64,000.00.

   Se acompaña: Certificación de exención de la Compañía de Turismo.

OBSERVACIÓN:

AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854, Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E

Y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

Se describe la finca agrupada de la siguiente manera:

RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodríguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodríguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos."

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

Continuación…
Finca número 4,848

AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas (así surge), en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Documento presentado bajo la finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

Se acompaña: Certificación del notario.

Documento presentado bajo la finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe.

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Capital Title Services, LLC.

POR: *Ramón F. Gómez Marcos*
15 de marzo de 2024
SCG/anr/f

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,744

RE : **/ CABO ROJO LAND ACQUISITION LLC/**
CARMEN M. FONSECA/ HIPOTECARIO/

FINCA : Número 4,849, inscrito al folio 99 del tomo 160 de Cabo Rojo.
Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: Porción de terreno compuesta de siete cuerdas y noventa y tres centésimas, equivalentes a tres hectáreas, once áreas, sesenta y ocho centiáreas y siete miliáreas, radicada en el Barrio de Llanas Costa del término municipal de Cabo Rojo, Puerto Rico, colindante: por el **NORTE,** con terrenos de la Sucesión de Miguel Carlo; por el **ESTE,** con el camino; por el **SUR** y **OESTE,** con predio adjudicado a Nicolás Plaza Acosta.

ORIGEN REGISTRAL:

Se segrega de la finca número 2,367, inscrita al folio 110 del tomo 56 de Cabo Rojo.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Holdings, LLC**, cuya entidad lo adquirió por compraventa al Banco Popular de Puerto Rico, por el precio de $34,107.53, mediante la escritura número 14, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante el notario José Alfredo Moreda Del Valle, finca número 4,849, inscripción 14ta.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS

ii. Por sí está afecta a:

Hipoteca en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $42,634.41 (así surge), con intereses al 10.00% anual, vencedero a la presentación, constituida mediante la escritura número 18, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante la notario Yahira Caro Domínguez, e inscrita al tomo Karibe de Cabo Rojo, finca número 4,849, inscripción 15ta., y última.

LOS SIGUIENTES DOCUMENTOS SE ENCUENTRAN PRESENTADOS Y PENDIENTES DE DESPACHO:

1. AL ASIENTO 2022-051233-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 254, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a cancelar la hipoteca, por la suma de $42,634.41, según inscripción 15ta relacionada.

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FAX: 787-782-6743

Continuación…
Finca número 4,849

Se acompaña: Certificación de exención de la Compañía de Turismo.

2. AL ASIENTO 2022-051236-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 253, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Holdings, LLC, a vender esta y otras fincas a favor de Cabo Rojo Land Acquisition, LLC, por el precio de $1,450,000.00, respondiendo esta finca por la suma de $64,000.00.

   Se acompaña: Certificación de exención de la Compañía de Turismo.

OBSERVACIÓN:

AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854, Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

Se describe la finca agrupada de la siguiente manera:

RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodríguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodríguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos."

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

Continuación…
Finca número 4,849

AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas (así surge), en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Documento presentado bajo la finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

Se acompaña: Certificación del notario.

Documento presentado bajo la finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe.

NOTA: Esta Sección tiene establecido un sistema computadorizado de Bitácoras. No nos hacemos responsables por errores y/u omisiones que cometa el Empleado del Registro en la entrada y búsqueda de datos en el mismo.

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Capital Title Services, LLC.

POR: *Ramón F. Gómez Marcos*
15 de marzo de 2024
SCG/anr/f

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,745

RE : **/ CABO ROJO LAND ACQUISITION LLC/**
CARMEN M. FONSECA/ HIPOTECARIO/

FINCA : Número 4,850, inscrito al folio 106 del tomo 160 de Cabo Rojo. Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: Porción de terreno compuesta de siete cuerdas y noventa y tres céntimos, equivalentes a tres hectáreas, once áreas, sesenta y ocho centiáreas y siete miliáreas, radicada en el Barrio de Llanos Costas del término municipal de Cabo Rojo, Puerto Rico, colindante: por el **NORTE,** con parcela adjudicada a Luisa Josefa Plaza Vélez; por el **ESTE,** con un camino; por el **SUR,** con la parcela adjudicada a José Del Carmen Plaza Vélez; y por el **OESTE,** con predio adjudicado a Nicolás Plaza Acosta.

ORIGEN REGISTRAL:

Se segrega de la finca número 2,367, inscrita al folio 110 del tomo 56 de Cabo Rojo.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Homes, LLC**, cuya entidad lo adquirió por compraventa al Banco Popular de Puerto Rico, por el precio de $34,107.53 (así surge), mediante la escritura número 14, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante el notario José Alfredo Moreda Del Valle, finca número 4,850, inscripción 14ta.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS

ii. Por sí está afecta a:

Hipoteca en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $42,634.41 (así surge), con intereses al 10.00% anual, vencedero a la presentación, constituida mediante la escritura número 18, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante la notario Yahira Caro Domínguez, e inscrita al tomo Karibe de Cabo Rojo, finca número 4,850, inscripción 15ta.

LOS SIGUIENTES DOCUMENTOS SE ENCUENTRAN PRESENTADOS Y PENDIENTES DE DESPACHO:

1. AL ASIENTO 2022-051233-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 254, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a cancelar la hipoteca por la suma de $127,903.23, según inscripción 17ta relacionada.

Continuación…
Finca número 4,850

Se acompaña: Certificación de exención de la Compañía de Turismo.

2. AL ASIENTO 2022-051236-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 253, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Holdings, LLC, a vender esta y otras fincas a favor de Cabo Rojo Land Acquisition, LLC, por el precio de $1,450,000.00, respondiendo esta finca por la suma de $191,000.00.

   Se acompaña: Certificación de exención de la Compañía de Turismo.

OBSERVACIÓN:

AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854, Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E.

Y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

Se describe la finca agrupada de la siguiente manera:

RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodríguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodríguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos."

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, correción de cabida.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

Continuación…
Finca número 4,850

AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas (así surge), en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Documento presentado bajo al finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

Se acompaña: Certificación del notario.

Documento presentado bajo al finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe.

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Capital Title Services, LLC.

POR: *Ramón F. Gómez Marcos*
15 de marzo de 2024
SCG/anr/f

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,747

RE : **/ CABO ROJO LAND ACQUISITION LLC/ CARMEN M. FONSECA/ HIPOTECARIO/**

FINCA : Número 4,851, inscrito al folio 113 del tomo 160 de Cabo Rojo. Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: Porción de terreno compuesta de siete cuerdas y noventa y tres centésimas, equivalentes a tres hectáreas, once áreas, sesenta y ocho centiáreas y siete miliáreas, radicada en el Barrio de Llanos Costas del término municipal de Cabo Rojo, Puerto Rico, colindante: por el **NORTE,** con la parcela adjudicada a los herederos María Esther Manfredo y Luisa Plaza Camacho; por el **ESTE,** con terrenos de la Sucesión de Anino Rodríguez en una parte y con la parcela adjudicada a José Del Carmen Plaza Vélez, en otra parte; por el **SUR,** con terrenos de la Sucesión de José Graciliano Vélez; y por el **OESTE,** con el camino que conduce de Las Salinas de Cabo Rojo a las Salinas Candelarias.

ORIGEN REGISTRAL:

Se segrega de la finca número 2,367, inscrita al folio 110 del tomo 56 de Cabo Rojo.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Holdings, LLC**, cuya entidad lo adquirió por compraventa al Banco Popular de Puerto Rico, por el precio de $34,107.53 (así surge), mediante la escritura número 14, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante el notario José Alfredo Moreda Del Valle, finca número 4,851, inscripción 17a.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS

ii. Por sí está afecta a:

Hipoteca en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $42,634.41 (así surge), con intereses al 10.00% anual, vencedero a la presentación, constituida mediante la escritura número 18, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante la notario Yahira Caro Domínguez, e inscrita al tomo Karibe de Cabo Rojo, finca número 4,851, inscripción 18va., y última.

33 Calle Resolución, Suite 302
San Juan, PR 00920-2727
TEL: 787-707-7369
FAX: 787-782-6743

Continuación…
Finca número 4,851

LOS SIGUIENTES DOCUMENTOS SE ENCUENTRAN PRESENTADOS Y PENDIENTES DE DESPACHO:

1. AL ASIENTO 2022-051233-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 254, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a cancelar la hipoteca, por la suma de $42,634.41, según inscripción 18va relacionada.

   Se acompaña: Certificación del notario; Certificación de exención de la Compañía de Turismo.

2. AL ASIENTO 2022-051236-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 253, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Holdings, LLC, a vender esta y otras fincas a favor de Cabo Rojo Land Acquisition, LLC, por el precio de $1,450,000.00, respondiendo esta finca por la suma de $64,000.00.

   Se acompaña: Certificación de exención de la Compañía de Turismo; Certificación del notario, presentación telemática.

OBSERVACIÓN:

AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854, Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E.

Y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

Se describe la finca agrupada de la siguiente manera:

RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodríguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodríguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos."

Se acompaña: Certificación de exención de la Compañía de Turismo; Escritura número 563, corrección de cabida.

Notificado el día 2 de febrero de 2024.

Continuación…
Finca número 4,851

AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas, en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación, Escritura número 563, corrección de cabida.

Documento presentado bajo la finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

Se acompaña: Certificación del notario.

Documento presentado bajo la finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe.

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Continuación…
Finca número 4,851

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Capital Title Services, LLC.

POR: ***Ramón F. Gómez Marcos***
15 de marzo de 2024
SCG/anr/f

33 Calle Resolución, Suite 302
San Juan, PR 00920-2727
TEL: 787-707-7369
FAX: 787-782-6743

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,749

RE : **/ CABO ROJO LAND ACQUISITION LLC/**
CARMEN M. FONSECA/ HIPOTECARIO/

FINCA : Número 4,852, inscrito al folio 120 del tomo 160 de Cabo Rojo.
Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: Porción de terreno compuesta de siete cuerdas y noventa y tres centésimas, equivalentes a tres hectáreas, once áreas, sesenta y ocho centiáreas y siete miliáreas, radicada en el Barrio de Llanos Costas del término municipal de Cabo Rojo, Puerto Rico colindante: por el **NORTE,** con predio adjudicado a Nicolás Plaza Acosta; por el **ESTE,** con parcelas adjudicadas a José Del Carmen Plaza Vélez y Nicolás Plaza Acosta; por el **SUR,** con parcela adjudicada a Ema Rosalía, conocida por Emma Plaza Vélez; y por el **OESTE,** con el camino que conduce de Las Salinas de Cabo Rojo a las Salinas Candelarias.

ORIGEN REGISTRAL:

Se segrega de la finca número 2,367, inscrita al folio 110 del tomo 56 de Cabo Rojo.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Holdings, LLC**, cuya entidad lo adquirió por compraventa al Banco Popular de Puerto Rico, por el precio de $34,107.53 (así surge), mediante la escritura número 14, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante el notario José Alfredo Moreda Del Valle, finca número 4,852, inscripción 15ta.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS

ii. Por sí está afecta a:

Hipoteca en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $42,634.41 (así surge), con intereses al 10.00% anual, vencedero a la presentación, constituida mediante la escritura número 18, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante la notario Yahira Caro Domínguez, e inscrita al tomo Karibe de Cabo Rojo, finca número 4,852, inscripción 16ta., y última.

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FAX: 787-782-6743

Continuación…
Finca número 4,852

LOS SIGUIENTES DOCUMENTOS SE ENCUENTRAN PRESENTADOS Y PENDIENTES DE DESPACHO:

1. AL ASIENTO 2022-051233-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 254, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a cancelar la hipoteca por la suma de $42,634.41, según inscripción 16ta relacionada.

   Se acompaña: Certificación del notario; Certificación de exención de la Compañía de Turismo.

2. AL ASIENTO 2022-051236-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 253, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Holdings, LLC, a vender esta y otras fincas a favor de Cabo Rojo Land Acquisition, LLC, por el precio de $1,450,000.00, respondiendo esta finca por la suma de $64,000.00.

   Se acompaña: Certificación de exención de la Compañía de Turismo.

OBSERVACIÓN:

AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854, Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E.

Y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

Se describe la finca agrupada de la siguiente manera:

RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodríguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodríguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos."

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Notificado el día 2 de febrero de 2024.

Continuación…
Finca número 4,852

AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas, en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Documento presentado bajo al finca número 28,334 de Cabo Rojo.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

Se acompaña: Certificación del notario.

Documento presentado bajo al finca número 28,334 de Cabo Rojo.

Notificado el día 2 de febrero de 2024.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe.

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Continuación…
Finca número 4,852

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Capital Title Services, LLC.

POR: ***Ramón F. Gómez Marcos***
15 de marzo de 2024
SCG/anr/f

33 Calle Resolución, Suite 302
San Juan, PR 00920-2727
TEL: 787-707-7369
FAX: 787-782-6743

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,750

RE : **/ CABO ROJO LAND ACQUISITION LLC/**
CARMEN M. FONSECA/ HIPOTECARIO/

FINCA : Número 4,853, inscrito al folio 127 del tomo 160 de Cabo Rojo.
Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: porción de terreno compuesta de quince cuerdas y ochenta y seis centésimas, equivalentes a seis hectáreas, veintitrés áreas, treinta y seis centiáreas y catorce miliáreas, radicada en el Barrio de Llanos Costas del término municipal de Cabo Rojo, Puerto Rico, colindante; por el **NORTE** y **OESTE,** con predio adjudicado a Nicolás Plaza Acosta; por el **ESTE,** con un camino; por el **SUR,** con parcela adjudicada a José Del Carmen Plaza Vélez.

ORIGEN REGISTRAL:

Se segrega de la finca número 2,367, inscrita al folio 110 del tomo 56 de Cabo Rojo.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Holdings, LLC**, cuya entidad lo adquirió por compraventa al Banco Popular de Puerto Rico, por el precio de $68,215.05 (así surge), mediante la escritura número 14, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante el notario José Alfredo Moreda Del Valle, finca número 4,853, inscripción 16ta.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS

ii. Por sí está afecta a:

Hipoteca en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $85,268.82 (así surge), con intereses al 10.00% anual, vencedero a la presentación, constituida mediante la escritura número 18, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante la notario Yahira Caro Domínguez, e inscrita al tomo Karibe de Cabo Rojo, finca número 4,853, inscripción 17ma., y última.

LOS SIGUIENTES DOCUMENTOS SE ENCUENTRAN PRESENTADOS Y PENDIENTES DE DESPACHO:

1. AL ASIENTO 2022-051233-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 254, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a cancelar la hipoteca por la suma de $85,268.82, según inscripción 17ta relacionada.

Continuación…
Finca número 4,853

Se acompaña: Certificación de exención de la Compañía de Turismo.

2. AL ASIENTO 2022-051236-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 253, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Holdings, LLC, a vender esta y otras fincas a favor de Cabo Rojo Land Acquisition, LLC, por el precio de $1,450,000.00, respondiendo esta finca por la suma de $128,000.00.

   Se acompaña: Certificación de exención de la Compañía de Turismo.

OBSERVACIÓN:

AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854, Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E.

Se describe la finca agrupada de la siguiente manera:

RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodriguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodriguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos."

Y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

Continuación…
Finca número 4,853

AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas, en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Documento presentado bajo al finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

Se acompaña: Certificación del notario.

Documento presentado bajo al finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe.

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Capital Title Services, LLC.

POR: *Ramón F. Gómez Marcos*
15 de marzo de 2024
SCG/anr/f

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,752

RE : **/ CABO ROJO LAND ACQUISITION LLC/ CARMEN M. FONSECA/ HIPOTECARIO/**

FINCA : Número 4,854, inscrito al folio 134 del tomo 160 de Cabo Rojo. Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: Porción de terreno compuesta de veintitrés cuerdas y setenta y nueve centésimas, equivalentes a nueve hectáreas, treinta y cinco áreas, cuatro centiáreas y veintiuna miliáreas, radicada en el Barrio de Llanos Costas del término municipal de Cabo Rojo, Puerto Rico, colindante: por el **NORTE,** con un predio adjudicado a Nicolás Plaza Acosta; por el **ESTE,** con dicho mismo predio y con Parcela de José Del Carmen Plaza Vélez; por el **SUR,** con terrenos de la Sucesión de José Graciliano Vélez; y por el **OESTE,** con el camino que conduce de las Salinas de Cabo Rojo a las Salinas Candelarias.

ORIGEN REGISTRAL:

Se segrega de la finca número 2,367, inscrita al folio 110 del tomo 56 de Cabo Rojo.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Holdings, LLC**, cuya entidad lo adquirió por compraventa al Banco Popular de Puerto Rico, por el precio de $102,322.57 (así surge), mediante la escritura número 14, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante el notario José Alfredo Moreda Del Valle, finca número 4,854, inscripción 16ta.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS

ii. Por sí está afecta a:

Hipoteca en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $127,903.23 (así surge), con intereses al 10.00% anual, vencedero a la presentación, constituida mediante la escritura número 18, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante la notario Yahira Caro Domínguez, e inscrita al tomo Karibe de Cabo Rojo, finca número 4,854, inscripción 17ma., y última.

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Continuación…
Finca número 4,854

LOS SIGUIENTES DOCUMENTOS SE ENCUENTRAN PRESENTADOS Y PENDIENTES DE DESPACHO:

1. AL ASIENTO 2022-051233-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 254, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a cancelar la hipoteca por la suma de $127,903.23, según inscripción 17ta relacionada.

   Se acompaña:; Certificación de exención de la Compañía de Turismo.

2. AL ASIENTO 2022-051236-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 253, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Holdings, LLC, a vender esta y otras fincas a favor de Cabo Rojo Land Acquisition, LLC, por el precio de $1,450,000.00, respondiendo esta finca por la suma de $191,000.00.

   Se acompaña: Certificación de exención de la Compañía de Turismo.

OBSERVACIÓN:

AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854, Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E.

Y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

Se describe la finca agrupada de la siguiente manera:

RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodríguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodríguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos".

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

Continuación…
Finca número 4,854

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas, en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Documento presentado bajo al finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

Se acompaña: Certificación del notario.

Documento presentado bajo al finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe.

NOTA: Esta Sección tiene establecido un sistema computadorizado de Bitácoras. No nos hacemos responsables por errores y/u omisiones que cometa el Empleado del Registro en la entrada y búsqueda de datos en el mismo.

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Este documento no es un compromiso para asegurar ni una póliza de Seguro de Título, por lo cual no ofrece seguridad alguna. Para obtener protección, debe requerir una póliza de Seguro de Título. Si este documento es utilizado por alguien que no sea el solicitante, lo hace bajo su propio riesgo y responsabilidad. Ninguna compañía de título que no sea The Title Security Group, LLC., está autorizada a utilizar este estudio para expedir una póliza de seguro de título. Capital Title Services, LLC, no es responsable ante otras compañías de título por errores u omisiones en este estudio de título. TODA COMPAÑÍA QUE NO SEA THE TITLE SECURITY GROUP, LLC. QUE UTILICE ESTE ESTUDIO DE TITULO PARA EXPEDIR UNA POLIZA DE SEGURO DE TITULO, LO HACE BAJO SU PROPIO RIESGO Y RESPONSABILIDAD. LA RESPONSABILIDAD DE CAPITAL TITLE SERVICES, LLC., ESTA LIMITADA A LA CANTIDAD PAGADA POR EL ESTUDIO DE TITULO Y SOLO CON RESPECTO AL CLIENTE DE REFERENCIA EN EL ENCABEZADO DE ESTE ESTUDIO DE TITULO.

Capital Title Services, LLC.

POR: *Ramón F. Gómez Marcos*
15 de marzo de 2024
SCG/anr/f

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,753

RE : **/ CABO ROJO LAND ACQUISITION LLC/**
CARMEN M. FONSECA/ HIPOTECARIO/

FINCA : Número 7,352, inscrito al folio 35 del tomo 246 de Cabo Rojo.
Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: Porción de terreno en el Barrio Boquerón del término Municipal de Cabo Rojo, Puerto Rico, marcado como el remanente en el plano de inscripción de una cabida superficial de 24107.2913 metros cuadrados. Colindante por el **NORTE**, con terrenos propiedad de Enrique Carlo Aymat y terrenos de la Sucesión de Francisco Padilla Vélez; por el **SUR**, con terrenos pertenecientes al solar "A" segregado en el plano de inscripción y con la Carretera 301; por el **ESTE**, con terrenos pertenecientes a Zenobia Ramírez Rodríguez; y por el **OESTE**, con terrenos pertenecientes a Willie T. Zajia, antes, hoy solares de varios dueños.

Este es el remanente de esta finca, según la escritura número 335, otorgada en Cabo Rojo, Puerto Rico, el día 1 de diciembre de 2004, ante el notario Rafael Doitteau Cruz, e inscrita al folio 172 del tomo 908 de Cabo Rojo, finca número 7,352, al margen de la inscripción 6ta.

ORIGEN REGISTRAL:

Se segrega de la finca número 4,523, inscrita al folio 136 del tomo 146 de Cabo Rojo.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **James Henry Cuevas, viudo,** quien lo adquirió por adjudicación y/o partición de bienes, de Peggy Lee Cuevas, Rick Cuevas, James Louis Cuevas Jr., Ron Cuevas y Jo-Ann Cuevas, con un valor de $200,000.00, mediante la escritura número 48, otorgada en Cabo Rojo, Puerto Rico, el día 25 de julio de 2019, ante la notario Ysis Doitteau Cofresí, finca número 7,352, inscripción 8va.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS

ii. Por sí está afecta a:

Servidumbre a favor de la Autoridad de Energía Eléctrica de Puerto Rico, constituida mediante Resolución, sobre Expropiación Forzosa, de fecha 2 de enero de 2007, expedida en el Tribunal de Primera Instancia, Sala Superior de San Juan, en el Caso Civil número KEF2006-0755, e inscrita al folio 172 del tomo 908 de Cabo Rojo, finca número 7,352, inscripción 6ta.

Continuación…
Finca número 7,352

OBSERVACIÓN:

AL ASIENTO 2019-068069-SG01 DEL SISTEMA KARIBE, se presentó el día 1 de julio del 2019, la escritura número 11, otorgada en Cabo Rojo, Puerto Rico, el día 8 de mayo del 2019, ante el notario Ysis Doitteau Cofresí, mediante la cual comparece James Cuevas, también conocido como Jaime Cuevas Cardoza, soltero, a vender la descrita propiedad a favor de Cabo Rojo Land Acquisition, LLC., por el precio de $350,000.00.

NOTA: Se describe un remanente de 23,670.701 metros cuadrados, luego de descontados 436.5903 metros cuadrados, del área ocupada por la servidumbre de la Inscripción tercera.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2019-068072-SG01 DEL SISTEMA KARIBE, se presentó el día 1 de julio del 2019, la escritura número 116, otorgada en San Juan, Puerto Rico, el día 10 de mayo del 2019, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparecen Cabo Rojo Land Acquisition, LLC., a constituir hipoteca en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $550,000.00, con intereses al 12% anual, vencedero a la presentación.

NOTA: Se describe la propiedad con una cabida de 23,670.701 metros cuadrados.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854, Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E.

Y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

Se describe la finca agrupada de la siguiente manera:

RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodríguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodríguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos."

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Notificado el día 2 de febrero de 2024.

Continuación…
Finca número 7,352

AL ASIENTO 2022-051237-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 255, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a cancelar la hipoteca, por la suma de $550,000.00, presentada al Asiento 2019-068072-SG01 y pendiente de ser certificada.

Se acompaña: Pagaré Cancelado;Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas (así surge), en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Documento presentado bajo la finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

Se acompaña: Certificación del notario.

Documento presentado bajo la finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe. (2:59 p.m.)

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Continuación…
Finca número 7,352

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Capital Title Services, LLC.

POR: ***Ramón F. Gómez Marcos***
15 de marzo de 2024
SCG/anr/f

33 Calle Resolución, Suite 302
San Juan, PR 00920-2727
TEL: 787-707-7369
FAX: 787-782-6743

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,735

RE : **/ CABO ROJO LAND ACQUISITION LLC/**
CARMEN M. FONSECA/ HIPOTECARIO/

FINCA : Número 28,334, inscrito al folio 196 del tomo 978 de Cabo Rojo. Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de 340.229880 cuerdas, equivalentes a 1,337,236.118 metros cuadrados. En lindes por el **NORTE**, con terrenos de F. Carrera & Hermanos y Enrique Carlo Aymat; por el **SUR**, con terrenos de Natalicio Irizarry, Laureano Rodríguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla; y por el **OESTE**, con terrenos de Natalicio Irizarry.

ORIGEN REGISTRAL:

Se formó por agrupación de las fincas números 13,974; 13,975; 13,976; 13,977; 13,978; 13,979; 13,980; 13,981; 13,982; 13,983; 13,984; 13,985; 13,986; 13,987; 13,988; 13,989; 13,990; 13,991; 13,992; 13,993; 13,994; 13,995; 13,996; 13,997; 13,998; 14000; 14,003; 14,004; 14,005; 14,006; 14,007; 14,008; 14,009; 14,010; 14,011; 14,012; 14,013; 14,014; 14,015; 14,016; 14,017; 14,022; 14,023; 14,024; 14,025; 14,026; 14,027; 14,028; 14,029; 14,030; 14,031; 14,032; 14,033; 14,034; 14,035; 14,036; 14,037; 14,038; 14,039; 14,040; 14,041; 14,042; 14,043; 14,049; 14,056 y 14,060, inscritas a los folios 1, 10, 20, 30, 40, 50, 60, 70, 80, 90, 100, 110, 120, 130, 140, 150, 160, 170, 180, 190, 200, 210, 220, 230, 240, 260, 290 de los tomos 399 de Cabo Rojo; los folios 1, 10, 20, 30, 40, 50, 60, 70, 80, 90, 100, 110, 120, 130, 180, 190, 200, 210, 220, 230, 240, 250, 260, 270, 280 y 290 del tomo 400 de Cabo Rojo; los folios 1, 10, 20, 30, 40, 50, 60, 70, 80, 90, 150 y 220 del tomo 401 de Cabo Rojo; y el folio 10 del tomo 402 de Cabo Rojo.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Acquisition, LLC.**, cuya entidad lo adquirió por compraventa a Villas de Bahía Boquerón Development Corporation, por el precio de $55,500,000.00, mediante la escritura número 245, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, finca número 28,334, inscripción 13ra.

GRAVÁMENES:

i. Por su procedencia está afecta a:

a. Servidumbre a favor de la Autoridad de Energía Eléctrica de Puerto Rico.

b. Condiciones restrictivas sobre edificación y uso:

Cuando inscriben las condiciones restrictivas el Registro hace la inscripción de la siguiente manera: (Uso como ejemplo la finca 13,974 la cual le acompaño) "Se constituyen condiciones restrictivas sobre 89 fincas sobre el Proyecto Mont Carlos States, (De la agrupación solo surgen 66 fincas), según documento otorgado en la ciudad de Fort

Continuación…
Finca número 28,334

Lauderdale del Estado de la Florida, Condado de Broward, el día 29 de octubre de 1984, ante la notaría Marilyn V. Semora, protocolizado mediante la escritura número 22, otorgada en San Juan, Puerto Rico, el día 2 de noviembre de 1984, ante el notario Jaime Aponte Parsi, e inscrita al margen del folio 1 del tomo 399 de Cabo Rojo".

Dichas condiciones aparecen expresamente **canceladas en todas las fincas excepto** las fincas 13,988; 14,009; 14,010; 14,011; 14,012; 14,013; 14,014; 14,015; 14,016; 14,017; 14,049; 14,056 y 14,060. La nota de cancelación la redactan de la siguiente manera:

"Canceladas las anteriores condiciones mediante la escritura número 13, otorgada en San Juan, Puerto Rico, el día 10 de abril de 1190, ante la notario Rosa M. Lázaro San Miguel, enmendada por la escritura número 17, otorgada en Boquerón, Puerto Rico, el día 22 de mayo de 1991, tomándose razón al margen del folio 9 del tomo 399 de Cabo Rojo, firmada dicha cancelación el 1 de junio de 1993".

Entendemos que en las fincas 13,988; 14,049; 14,056 y 14,060 aun cuando se redactó la misma escritura del mismo año y ante el mismo notario, no se expresó claramente que fueran canceladas en esa finca. Es de nuestra opinión que el técnico mal interpretó la escritura y por ende redacto la nota marginal incompleta y distinta en esas cuatro fincas.

ii. Por sí está:

LIBRE DE CARGAS.

OBSERVACIÓN:

AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré a favor del Portador, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas, en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

Se acompaña: Certificación del notario; Certificación de exención Compañía de Turismo.

Notificado el día 5 de febrero de 2024.

Continuación…
Finca número 28,334

AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

Se acompaña: Certificación del notario.

Notificado el día 5 de febrero de 2024.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe. (9:23 a.m.)

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Capital Title Services, LLC.

POR: *Ramón F. Gómez Marcos*
15 de marzo de 2024
MRF/anr/f

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,738

RE : **/ CABO ROJO LAND ACQUISITION LLC/**
CARMEN M. FONSECA/ HIPOTECARIO/

FINCA : Número 32,623, inscrito al folio 112 del tomo 958 de Cabo Rojo.
Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RUSTICA: Parcela de terreno marcada como Parcela A-2 en el Plano de Inscripción, radicado en el Barrio Boquerón del término Municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de 191,723.2027 metros cuadrados, equivalentes a 48.7796 cuerdas y que colinda por el **NORTE**, del punto 205 al 92 en 188.4471 metros lineales con el remanente de la finca principal de la cual se segrega; por el **SUR**, del punto 85 al 89 en 5.7624 metros lineales con propiedad de Antonio Fas Alzamora; del punto 114 al 115 en 83.8607 metros lineales, del punto 115 al 116 en 78.3548 metros lineales, del punto 116 al 117 en 75.2163 metros lineales con propiedad de Antonio Fas Alzamora; por el **ESTE**, del punto 92 al 203 en 24.8073 metros lineales, con un camino vecinal, del punto 203 al 85 en 9.7034 metros lineales, con un camino vecinal del punto 89 al 90 en 10.4731 metros lineales, del punto 90 al 99 en 88.9976 metros lineales, del punto 99 al 100 en 87.0714 metros lineales, del punto 100 al 101 en 59.0273 metros lineales, del punto 101 al 102 en 43.1210 metros lineales, del punto 102 al 104 en 74.4833 metros lineales, del punto 104 al 106 en 110.3996 metros lineales, del punto 106 al 107 en 56.4148 metros lineales, del punto 107 al 108 en 138.2144 metros lineales, del punto 108 al 109 en 23.9005 metros lineales, del punto 109 al 111 en 88.1918 metros lineales, del punto 111 al 112 en 142.0623 metros lineales, del punto 112 al 114 en 76.6225 metros lineales, con propiedad de Antonio Fas Alzamora; y por el **OESTE**, del punto 117 al 205 en 1,136.7292 metros lineales, con el remanente de la finca principal de la cual se segrega.

ORIGEN REGISTRAL:

Se segrega de la finca número 32,622, inscrita al folio 109 del tomo 958 de Cabo Rojo.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Acquisition, LLC.**, cuya entidad lo adquirió por compraventa a Puerto Rico Land & Fruit, S.E., por el precio de $1,400,000.00, mediante la escritura 251, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, finca número 32,623, inscripción 6ta.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS

33 Calle Resolución, Suite 302
San Juan, PR 00920-2727
TEL: 787-707-7369
FAX: 787-782-6743

Continuación…
Finca número 32,623

ii. Por sí está afecta a:

Hipoteca en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $700,000.00, con intereses al 8% anual, a pagar en 7 pagos de $100,000.00 cada uno, vencedero en los meses 6, 12, 18, 24, 30, 36 y 42 de la fecha de este otorgamiento, respectivamente, constituida mediante la escritura número 8, otorgada en San Juan, Puerto Rico, el día 10 de octubre de 2008, ante el notario Fernando E. Agrait Betancourt, e inscrita al folio 113 del tomo 958 de Cabo Rojo, finca número 32,623, inscripción 5ta.

OBSERVACIÓN:

1. AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854, Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E.

   Y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

   Se describe la finca agrupada de la siguiente manera:

   RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodriguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodriguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos."

   Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

   Notificado el 2 de febrero de 2024. Falta: Impedida por Asiento previo.

2. AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

   Se acompaña: Certificación de exención de la Compañía de Turismo.

   Notificado el 2 de febrero de 2024. Falta: Impedida por Asiento previo.

33 Calle Resolución, Suite 302
San Juan, PR 00920-2727
TEL: 787-707-7369
FAX: 787-782-6743

Continuación…
Finca número 32,623

3. AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas, en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

   Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

   Notificado el 5 de febrero de 2024.

4. AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

   Se acompaña: Certificación del notario.

   Notificado el 5 de febrero de 2024.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe. 9:02am.

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Capital Title Services, LLC.

POR: *Ramón F. Gómez Marcos*
15 de marzo de 2024
MRF/gps/f

MORELL · CARTAGENA · DAPENA

JORGE ANTONIO MORALES CORDERO

Plaza 273 Suite 700
273 Ponce de León
San Juan, PR 00917-1934
787-723-1233; 787-729-1974
jorge.morales@mbcdlaw.com

CERTIFIED COPY OF DEED NUMBER TWENTY (20)

PURCHASE AND SALE

EXECUTED IN SAN JUAN, PUERTO RICO
ON MAY 10, 2024

BEFORE:

JORGE ANTONIO MORALES CORDERO

BY:

BAHIA BONITA, INC.

("SELLER")

AND

CABO ROJO LAND ACQUISITION LLC

("BUYER")

----------**DEED NUMBER TWENTY (20)** ----------

----------**PURCHASE AND SALE** ----------

---In San Juan, Puerto Rico, on this tenth (10th) day of May, two thousand twenty-four (2024) ----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with offices and residence in San Juan, Puerto Rico,----------

----------**APPEAR** ----------

---AS THE PARTY OF THE FIRST PART: **BAHIA BONITA, INC.** (hereinafter, "Seller"), a corporation organized, existing and in good standing under the laws of the Commonwealth of Puerto Rico, represented herein by PEMARIS GONZÁLEZ SUÁREZ, of legal age, single, property owner and resident of Cabo Rojo, Puerto Rico, whose authority to represent Seller in this Deed arises from a Certificate of Resolution executed by Illianedmaris Vega González, Assistant Secretary of Seller, on April four (4), two thousand twenty-four (2024), under Affidavit number four thousand six hundred sixteen (4,616) of Notary María del Rosario Pujol Thompson.----------

---I, the Notary, hereby certify that I have examined the aforesaid Certificate of Resolution of Seller and that it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law, to authorize Ms. González Suárez to appear herein on behalf of Seller.-------

---AS THE PARTY OF THE SECOND PART: **CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "Buyer"), a limited liability company organized, existing and in good standing under the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, GLADYS OMAYRA FONTÁNEZ REYES, who is of legal age, single, attorney at law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this Deed arises from a

JORGE A. MORALES CORDERO ABOGADO NOTARIO

Certificate of Resolution of Buyer signed by Eileen Sawyer, as Manager of Buyer, on May two (2), two thousand twenty-four (2024), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engines of the Department of State and the Office of Information Technology Services of the State of New York. I further certify that I have examined the aforesaid Certificate of Resolution of Buyer and that it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law, to authorize Ms. Fontánez-Reyes to appear herein on behalf of Buyer. ---I, the Notary, do hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily----------

----------**STATE AND AGREE**----------

---**FIRST:** Seller is the owner in fee simple title ("*pleno dominio*"), and has the possession of the two (2) parcels of land described in the Spanish language as follows (hereinafter, collectively referred to as the "Property"): ----------

----------**PARCEL ONE**----------

---*"RÚSTICA: Parcela marcada con el número treinta y cuatro (34) del Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida de cinco cuerdas (5.0000 cdas.) equivalentes a una (1) hectárea, noventa y seis (96) áreas, y sesenta (60) centiáreas. En lindes, por el NORTE, con las parcelas número veinte (20) y veintiuno (21) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela; por el SUR, con la parcela número treinta y cinco (35) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela; por el ESTE, con la parcela número ciento diez (110) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela; y por el OESTE, con las parcelas número veintidós (22) y veintitrés (23) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela."* ----------

---Parcel One is recorded at page 265 of volume 509 of Cabo Rojo,

JORGE A. MORALES CORDERO ABOGADO NOTARIO

Section of San Germán of the Registry of Property of Puerto Rico (the "Registry"), Property Number 18,786. ----------

---The tax identification number ("*número de catastro*") assigned to Parcel One by the Municipal Revenues Collection Center ("CRIM") is 402-019-327-68-000. ----------

---Parcel One was acquired by Seller pursuant to Deed Number Fifty-Eight (58), executed in Mayagüez, Puerto Rico, on April six (6), two thousand four (2004) before Notary Luis Roberto Santos, recorded at the Registry at Page 127 of Volume 841 of Cabo Rojo, fourth (4th) inscription.

----------LIENS AND ENCUMBRANCES OF PARCEL ONE ----------

---By its origin, Parcel One is free of liens and encumbrances. ----------

---By itself, Parcel One is subject to: ----------

----(A) Restrictive Conditions constituted pursuant to Deed Number One Hundred Thirty-Three (133), executed in Mayagüez, Puerto Rico, on November twenty (20) two thousand three (2003), before Notary Luis Roberto Santos, recorded at page 127 of volume 841 of Cabo Rojo, third (3rd) inscription (hereinafter, the "Permitted Encumbrance"). ----------

----(B) Mortgage to guarantee a promissory note payable to the order of the bearer, in the principal sum of One Million Five Hundred Seventy-One Thousand Four Hundred Twenty-Eight Dollars and fifty-four cents ($1,571,428.54), of which One Hundred Forty-Two Thousand Eight Hundred Fifty-Seven Dollars and fourteen cents ($142,857.14) are allocated to Parcel One, with no interest, payable on demand, constituted under Deed Number Fifty-Nine (59) executed in Mayagüez, Puerto Rico, on April six (6) two thousand four (2004), before Notary Luis Roberto Santos, recorded at page 127 of volume 841 of Cabo Rojo, fifth (5th) inscription. ----------

---The foregoing mortgage has been cancelled, as to Parcel One, pursuant to Deed Number Twenty-Two (22), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol-Thompson on May ten

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

(10), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ----------

----------**PARCEL TWO**----------

---"***RUSTICA***: *Parcela número cuarenta y siete (47) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas, y sesenta (60) centiáreas y en lindes por el NORTE, con la parcela número cuarenta y seis (46) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número veinte (20) y servidumbre de paso de diez (10) metros de ancho de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número cincuenta y ocho (58) y servidumbre de paso de diez (10) metros de ancho de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número nueve (9) y servidumbre de paso de diez (10) metros de ancho de los cuales cinco (5) pertenecen a esta parcela."* ----------

---Parcel Two is recorded at the Registry at page 19 of volume 510 of Cabo Rojo, Property Number 18,795. ----------

---The tax identification number ("*número de catastro*") assigned by the Municipal Revenues Collection Center ("CRIM") to the master parcel from which Parcel Two was segregated is 402-019-327-67-000. ----------

---Parcel Two was acquired by Seller pursuant to Deed Number Fifty-Eight (58), executed in Mayagüez, Puerto Rico, on April six (6), two thousand four (2004) before Notary Luis Roberto Santos, recorded at the Registry at Page 184 of Volume 841 of Cabo Rojo, fourth (4th) inscription.

----------LIENS AND ENCUMBRANCES OF PARCEL TWO ---------

---By its origin, Parcel Two is free of liens and encumbrances. ----------

---By itself, Parcel Two is subject to: ----------

----(A) The Permitted Encumbrance, constituted as stated above, recorded as to Parcel Two, at page 184 of volume 841 of Cabo Rojo, third (3rd) inscription. ----------

----(B) Mortgage to guarantee a promissory note payable to the order of the bearer, in the principal sum of One Million Five Hundred Seventy-One Thousand Four Hundred Twenty-Eight Dollars and fifty-four cents ($1,571,428.54), of which One Hundred Forty-Two Thousand Eight Hundred Fifty-Seven Dollars and fourteen cents ($142,857.14) are

JORGE A. MORALES CORDERO ABOGADO NOTARIO

allocated to Parcel Two, with no interest, payable on demand, constituted under Deed Number Fifty-Nine (59) executed in Mayagüez, Puerto Rico, on April six (6) two thousand four (2004), before Notary Luis Roberto Santos, recorded at page 184 of volume 841 of Cabo Rojo, fifth (5th) inscription. ----------

---The foregoing mortgage has been cancelled, as to Parcel Two, pursuant to Deed Number Twenty-Two (22), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol-Thompson on May ten (10), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ----------

---**SECOND:** Seller granted to Buyer an option to purchase the Property, pursuant to an instrument titled *Contrato de Promesa Recíproca de Compraventa* executed on October two (2), two thousand twenty-three (2023) (the "Purchase Agreement"). ----------

----------**PURCHASE AND SALE** ----------

---**THIRD:** As contemplated in the Purchase Agreement, Seller hereby sells, conveys and transfers fee simple title ("*pleno dominio*") to the Property and the possession thereof to Buyer, and Buyer hereby purchases from Seller fee simple title to the Property and the possession thereof, in accordance with the following ----------

----------**TERMS AND CONDITIONS** ----------

-----One: The aggregate purchase price of the Property is the lump sum of **ONE MILLION SIX HUNDRED THOUSAND DOLLARS ($1,600,000)** (hereinafter, the "Purchase Price"), of which (i) the sum of EIGHT HUNDRED THOUSAND DOLLARS ($800,000) is allocated to Parcel One; and (ii) the sum of EIGHT HUNDRED THOUSAND DOLLARS ($800,000) is allocated to Parcel Two. ----------

-----Two: The Purchase Price has been paid by Buyer as follows: ---------

------(A) The sum of FORTY THOUSAND DOLLARS ($40,000) was paid by Buyer to Seller concurrently with the execution of the Purchase

JORGE A. MORALES CORDERO ABOGADO NOTARIO

Agreement, which amount has been credited in its entirety to the Purchase Price on this date. ----------

------(B) Concurrently with the execution of this Deed, Buyer has delivered to Seller the sum of SEVEN HUNDRED THIRTY THOUSAND DOLLARS ($730,000), which amount has been credited in its entirety to the Purchase Price on this date. Said sum has been paid by Buyer to Seller by wire transfer or manager's check to the order of Seller and Seller hereby acknowledges receipt thereof in form and substance acceptable to Buyer. ----------

---After crediting the aforementioned sum to the Purchase Price, the balance of the Purchase Price is reduced to the sum of EIGHT HUNDRED THIRTY THOUSAND DOLLARS ($830,000) (hereinafter, the "Deferred Purchase Price"). ----------



------(C) The Deferred Purchase Price shall be evidenced by a mortgage note (hereinafter the "Mortgage Note") issued on this same date by Buyer in the principal sum of EIGHT HUNDRED THIRTY THOUSAND DOLLARS ($830,000), with interest per annum at the rate of five percent (5%), to be paid on a semi-annual basis, payable in two (2) installments of FOUR HUNDRED FIFTEEN THOUSAND DOLLARS ($415,000) each, the first maturing six (6) months after the execution of this Deed, and the second maturing one (1) year after the execution hereof. Said installments may be partially or totally paid in advance, at any time, without penalty, provided all partial payments in advance are applied first, to the interest then owed up to the date of the advanced payment, and the balance of the advanced payment after said interest, will be applied to the principal installment(s), in order of maturity.----------

---The Mortgage Note will be guaranteed by a first mortgage over the Property, in the principal sum of EIGHT HUNDRED THIRTY THOUSAND DOLLARS ($830,000), which will be constituted concurrently with the execution hereof. The mortgage lien will be

distributed among each of the parcels constituting the Property as follows: (i) Parcel One: Four Hundred Fifteen Thousand Dollars ($415,000); and -(ii) Parcel Two: Four Hundred Fifteen Thousand Dollars ($415,000). -----Three: This Deed entitles Buyer to the immediate possession of the Property, without any additional formality, document or request.----------Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of Seller and, thereafter, for the account of Buyer. ----------Five: Seller hereby delivers to Buyer fee simple title ("*pleno dominio*") to the Property, vacant and free and clear of liens, encumbrances or defects, subject only to the Permitted Encumbrance. ----Six: Buyer specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) Seller hereby sells and Buyer hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, vacant and free of liens and encumbrances, excepting the Permitted Encumbrance, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from Seller or any of Seller's agents employees, members, representatives, attorneys or brokers (each such party a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by Seller to Buyer. Buyer further acknowledges and agrees that Seller is under no duty to make any inquiry regarding any matter that may or may not be known to Seller or any Seller Affiliate. Upon execution of this Deed, Buyer shall assume the risk of adverse matters relating to adverse investigations, and Buyer, upon execution of this Deed, shall be deemed to have waived, relinquished and released Seller and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which Buyer



might have asserted or alleged or may assert or allege in the future against Seller or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution of this Deed.----------

-----Seven: Seller represents and warrants to Buyer that, to the best of Seller's knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances. ----------

-----Eight: The notarial fees, stamps on the original, stamps on the first certified copy and recording rights of this Deed in the Registry will be paid by Buyer. ----------

---**FOURTH**: This Deed will be interpreted in accordance with the laws of Puerto Rico and governed by them. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of the Commonwealth of Puerto Rico in the event of any litigation pursuant to this Deed. ----------

---**FIFTH**: All notices to the parties pursuant to this Deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

----TO SELLER: ----------

------Physical:----------

------1 Calle Guajanas ----------
------Urbanización Villa Georgetti ----------
------Barceloneta, PR 00617 ----------

------Postal:----------

------PO Box 981 Barceloneta, PR 00617 ----------
------Attention: Illianedmaris Vega----------
------Electronic Mail: illianedmaris.vega@upr.edu ----------

----TO BUYER:

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------Cabo Rojo Land Acquisition LLC ----------
------Edificio Ochoa ----------
------500 Calle de la Tanca, Suite 514 ----------
------San Juan, PR 00901----------
------Attention: Eileen Sawyer ----------

----With a copy to: ----------

------250 Avenida Muñoz Rivera, Suite 440 ----------
------San Juan, PR 00918----------
------Attention: Roberto Ruiz ----------
------Electronic Mail: roberto.ruiz@ccgc.com.do ----------

---**SIXTH**: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

---**SEVENTH**: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the rest of this Deed will continue in full force and effect. -

---**EIGHTH**: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver whichever documents or instruments, public or private, necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any rectification deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of Buyer, except that each party shall bear the fees of their respective counsel. ------

---**NINTH**: The Notary advises Buyer as to the importance of filing the corresponding Change of Ownership Application at the CRIM, and to obtain before the execution of this Deed, a certification indicating whether the Property owes any sums related to property taxes. Under applicable law, Buyer is responsible for filing at the CRIM the corresponding application for Change of Ownership within thirty (30) days from the execution hereof. Buyer hereby declares that it is fully aware of the above-mentioned obligations and releases the authorizing Notary from this

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responsibility.----------

----------**RATIFICATION AND WARNINGS**----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ---------

-----(A) the meaning and legal effects of the execution of this Deed;-------

-----(B) the fact that this Deed was prepared in reliance to title abstracts prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions in such title abstracts. Said title abstracts were prepared by Capital Title Services Inc. and are dated April seventeen (17), two thousand twenty-four (2024); ----------

-----(C) that after the date of such title abstract and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry as of the date of the title abstract; ----------

-----(D) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification;----------

-----(E) of the right of the Buyer to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights; ----------

-----(F) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation,

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the provisions contained in 23 L.P.R.A. §225, et. seq.; ----------

-----(G) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property;----------

-----(H) of the importance of recording a copy of this deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this deed is not recorded at the Registry; ----------

-----(I) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property; ----------

-----(J) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations; ----------

-----(K) that the undersigned Notary has the obligation to file an Informative Return before the Puerto Rico Treasury Department ("Planilla Informativa Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles") and the consequences to the Seller of such filing;-----

-----(L) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 et seq., is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Sellers, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions

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of the aforementioned federal statute. Copies of these documents must be retained by Seller and his agent, if any, for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed; and----------

-----(M) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by affixing their initials on each page they attest as to their reading, understanding and acceptance of its contents. ----------

----------**READING, ACCEPTANCE AND EXECUTION** ---------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their initials on each page thereof. ----------

---As to everything stated or contained in this instrument, I the Notary, hereby **ATTEST**. ----------

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---Signed, sealed, marked and flourished by the authorizing Notary, Jorge Antonio Morales Cordero. ----------

---Therein also appear the signature of the appearing parties and their initials on the margin of each page. The corresponding internal revenue stamps, legal assistant stamps and the notarial tax stamp are adhered thereon. ----------

---I, the Notary, CERTIFY that the foregoing is a true and exact copy of Deed Number Twenty (20), which contains twelve (12) pages (*folios*), the original of which forms part of my protocol of public instruments for the year two thousand twenty-four (2024). ----------

---IN WITNESS WHEREOF, and to deliver to Cabo Rojo Land Acquisition LLC, I issue the first certified copy, which I sign, seal, mark and flourish in San Juan, Puerto Rico, on May ten (10), two thousand twenty-four (2024). ----------

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

NOTARY







DEPARTAMENTO *de* JUSTICIA
ESTADO LIBRE ASOCIADO DE PUERTO RICO

CERTIFICACIÓN DEL NOTARIO QUE PRESENTA DOCUMENTO EN EL REGISTRO DE LA PROPIEDAD INMOBILIARIA DE PUERTO RICO POR LA VÍA TELEMÁTICA

CERTIFICO: Que la copia en formato PDF de la Escritura Núm. Veinte (20) sobre "Purchase and Sale", autorizada por mí en San Juan el diez (10) de mayo de dos mil veinticuatro (2024), que estoy presentando en esta fecha en el Registro de la Propiedad, es una copia fiel y exacta de la copia certificada de dicha escritura.

En San Juan, Puerto Rico, hoy catorce (14) de mayo de dos mil veinticuatro (2024).

JORGE A. MORALES CORDERO
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Notario

MORELL • CARTAGENA • DAPENA

JORGE ANTONIO MORALES CORDERO

Plaza 273 Suite 700
273 Ponce de León
San Juan, PR 00917-1934
787-723-1233; 787-729-1974
jorge.morales@mbcdlaw.com

CERTIFIED COPY OF DEED NUMBER TWO (2)

PURCHASE AND SALE

EXECUTED IN SAN JUAN, PUERTO RICO
ON MARCH 24, 2023

BEFORE:

JORGE ANTONIO MORALES CORDERO

BY:

BOQUERÓN WARD, LLC
(SELLER);

CABO ROJO LAND ACQUISITION LLC
(BUYER);

JOSÉ ENRIQUE PÉREZ CRUZ
(BUYER'S BROKER);

AND

EUGENIO SUÁREZ RIVERA
(SELLER'S BROKER)

----------**DEED NUMBER TWO (2)** ----------

----------**PURCHASE AND SALE**----------

---In the Municipality of San Juan, Commonwealth of Puerto Rico, on this twenty-fourth (24th) day of March, two thousand twenty-three (2023). ---

---------- **BEFORE ME**----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with offices and residence in San Juan, Puerto Rico. ----------

---------- **APPEAR** ----------

---**AS THE PARTY OF THE FIRST PART: BOQUERÓN WARD, LLC** (hereinafter referred to as "SELLER"), a limited liability company organized, existing and in good standing in accordance with the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, José A. Díaz-Brugueras, of legal age, single, attorney and resident of San Juan, Puerto Rico, and whose authority to represent SELLER in this public deed arises from that certain Certificate of Resolutions of Boquerón Ward, LLC, executed by Eldad Israel, in his capacity as Secretary of Boquerón Ward, LLC, on March twenty-one (21) two thousand twenty-three (2023), in Palm Beach, Florida, before Notary Public James Jean Charles. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of Notary Public James Jean Charles through the search engine of the Department of State of the State of Florida. I further certify that I have examined the original of the aforesaid Certificate of Resolutions of Boquerón Ward, LLC, and that, in my opinion, it is adequate and sufficient, and complies with all legal requirements needed to authorize Mr. Díaz-Brugueras to appear herein on behalf of SELLER. ----------

---**AS THE PARTY OF THE SECOND PART: CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "BUYER"), a limited liability company organized, existing and in good standing in accordance with the laws of the State of Delaware, United States of America,

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represented herein by its Authorized Representative, Gladys Omayra Fontánez Reyes, who is of legal age, single, attorney at law and resident of San Juan, Puerto Rico, and whose authority to represent BUYER in this public deed arises from the Certificate of Resolution of BUYER, signed by Eileen Sawyer, as Manager of BUYER, on March eleven (11), two thousand twenty three (2023), in New York, New York, before Notary Public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of Notary Public Eric Orenstein through the search engine of the Department of State of the State of New York. I further certify that I have examined the original of the aforesaid Certificate of Resolution of Cabo Rojo Land Acquisition LLC, and that, in my opinion, it is adequate and sufficient, and complies with all legal requirements needed to authorize Ms. Fontánez Reyes to appear herein on behalf of BUYER. ----------



---**AS THE PARTY OF THE THIRD PART: JOSÉ ENRIQUE PÉREZ CRUZ,** also known as José E. Pérez (hereinafter referred to as "BUYER's BROKER"), who is of legal age, married, real estate broker and resident of Bayamón, Puerto Rico; and----------

---**AS THE PARTY OF THE FOURTH PART: EUGENIO SUÁREZ RIVERA** (hereinafter referred to as "SELLER's BROKER"), who is of legal age, single, real estate broker and resident of Cabo Rojo, Puerto Rico.----------

---I, the Notary, do hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgement they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily, ----------

----------**STATE AND AGREE** ----------

---**FIRST:** SELLER is the sole owner of fee simple title ("*pleno dominio*") and has the possession of the parcel of land described in the Spanish language, in the San Germán Section of the Registry of the

Property of Puerto Rico (the "Registry") as follows, hereinafter referred to as the "Property":----------

---**"RUSTICA:** Parcela marcada con el número setenta y cuatro (74), radicada en el Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida de quince mil quinientos cincuenta y cinco punto mil novecientos cincuenta y tres (15,555.1953) metros cuadrados. En linderos: por el NORTE, en tres (3) alineaciones de cinco punto ochocientos setenta y cuatro (5.874) metros, veintisiete punto setecientos diecisiete (27.717) metros y treinta y dos punto novecientos sesenta (32.960) metros, con área de uso público a dedicarse a zona marítimo terrestre y en treinta y cuatro punto novecientos setenta y dos (34.972) metros, con el solar marcado número uno (1) en el plano de inscripción; por el SUR, en dos (2) alineaciones de cincuenta punto seiscientos ochenta y cuatro (50.684) metros y cincuenta punto seiscientos noventa (50.690) metros con terrenos de otros dueños; por el ESTE, en dos (2) alineaciones de setenta y siete punto quinientos treinta y siete (77.537) metros y ciento dieciséis punto cuatrocientos noventa y nueve (116.499) metros, con la parcela número setenta y cinco (75), propiedad de Quinino Merino Pedroso; y por el OESTE, en una (1) alineación de setenta y siete punto quinientos treinta y siete (77.537) metros, con parcela número cuarenta y dos (42) de Enrique Carlo Aymat y en ciento catorce punto ciento veintinueve (114.129) metros, con el solar marcado número uno (1) en el plano de inscripción."----------

---The Property is identified in the Registry as property number 31,178, recorded at page 151 of volume 916 of Cabo Rojo, Section of San Germán of the Registry.----------

---The Property was acquired by SELLER through deed number seven (7), executed in San Juan, Puerto Rico, on March three (3), two thousand six (2006), before notary public Jaime R. Berríos, recorded at the overleaf of page 151 of volume 916 of Cabo Rojo, Section of San Germán of the Registry, third (3rd) inscription. ----------

---The real property tax identification numbers ("números de catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to the Property are:----------

-----(i) Four hundred two dash zero zero seven dash three hundred twenty-seven dash zero two dash zero zero zero (402-007-327-02-000);----------

-----(ii) Four hundred two dash zero zero seven dash three hundred twenty-seven dash zero three dash zero zero zero (402-007-327-03-000);

-----(iii) Four hundred two dash zero zero seven dash three hundred twenty-seven dash zero four dash zero zero zero (402-007-327-04-000); and----------

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-----(iv) Four hundred two dash zero zero seven dash three hundred twenty-seven dash zero five dash zero zero zero (402-007-327-05-000);

---By itself, the Property is free and clear of liens and encumbrances. By its origin, the Property is subject to the following liens and encumbrances, which shall be considered permitted encumbrances for purposes of this public deed: ----------

-----A. Restrictive covenants of edification and use. ----------

-----B. Three (3) right of way easements. ----------

---**SECOND:** On February three (3), two thousand twenty-three (2023), SELLER granted to BUYER's affiliate, PR INVESTCO LLC ("PR Investco"), an option to purchase the Property, pursuant to an Option Agreement (the "Option Agreement") executed on said date. The parties hereto acknowledge and agree that PR Investco has assigned to BUYER all of its rights and obligations under the Option Agreement, and that BUYER is the permitted assignee and successor of PR Investco thereunder.----------



----------**PURCHASE AND SALE** ----------

---**THIRD:** In accordance with the Option Agreement, SELLER hereby sells, conveys and transfers fee simple title ("*pleno dominio*") to the Property and the possession thereof to BUYER, and BUYER hereby purchases from SELLER fee simple title ("*pleno dominio*") to the Property and the possession thereof, in accordance with the following---

----------**TERMS AND CONDITIONS**----------

-----**One:** The purchase price of the Property is the lump sum of ONE MILLION FIVE HUNDRED THOUSAND DOLLARS ($1,500,000.00) (hereinafter the "Purchase Price"). The Purchase Price is not subject or conditioned to an appraisal report, and the SELLER shall have no obligation to adjust or reduce the Purchase Price as a result of any appraisal report(s) obtained by BUYER or anybody else.----------

-----**Two:** The Purchase Price is payable as follows:----------

----------A. The sum of ONE HUNDRED FIFTY THOUSAND

DOLLARS ($150,000.00) was paid by BUYER to SELLER's BROKER simultaneously with the execution of the Option Agreement, and has been paid by SELLER's BROKER to SELLER simultaneously with the execution of this public deed. SELLER hereby acknowledges receipt of said sum in form and substance acceptable to SELLER. ----------

----------B. The sum of ONE MILLION THREE HUNDRED FIFTY THOUSAND DOLLARS ($1,350,000.00) has been paid by BUYER to SELLER simultaneously with the execution of this public deed, and SELLER hereby acknowledges receipt thereof in form and substance acceptable to BUYER.----------

---**Three:** This public deed entitles BUYER to the immediate possession of the Property, without any additional formality, document or request. -

---**Four:** All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of SELLER and, thereafter, those corresponding exclusively to any period after this date, are for the account of BUYER. ----------

---**Five:** SELLER hereby delivers to BUYER fee simple title ("pleno dominio") to the Property, vacant, and free and clear of liens, encumbrances or defects, "as is, where is", subject only to the restrictive covenants and rights of way mentioned in paragraph FIRST of this public deed. ----------

---**Six:** BUYER specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) SELLER hereby sells and BUYER hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) BUYER is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from SELLER or any of SELLER's agents employees, members, representatives, attorneys or brokers (each such party a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the

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Property provided by SELLER to BUYER (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof (including, without limitation, structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities, electrical, mechanical HVAC, plumbing, sewage, and utility systems, facilities, and appliances, soils, geology, and groundwater); (b) the dimensions, area, and lot size of the Property and the square footage of the buildings or improvements located thereon, if any, or of any tenant space therein; (c) the development or income potential, or rights of or relating to, the Property or the Property's use, habitability, merchantability, or fitness, or the suitability, value, or adequacy of the Property for any particular purpose, (d) the zoning of the Property or any other public or private restrictions on the use of the Property unknown to SELLER, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of Buyer or any other person to obtain any necessary governmental approvals, licenses, or permits for BUYER's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters regarding the operation of the Property. BUYER expressly acknowledges and agrees that BUYER is not relying on any representation or warranty of SELLER or any Seller Affiliate, whether implied, presumed or expressly provided at law or otherwise, arising by virtue of any statute, common law, or other legally binding right or remedy in favor of BUYER. BUYER further acknowledges and agrees that SELLER is under no duty to make any

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inquiry regarding any matter that may or may not be known to SELLER or any Seller Affiliate. Upon execution of this public deed, BUYER shall assume the risk of adverse matters relating to adverse investigations, and BUYER, upon execution of this public deed, shall be deemed to have waived, relinquished and released SELLER and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), unknown to SELLER, which BUYER might have asserted or alleged or may assert or allege in the future against SELLER or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution this public deed.----------



---**Seven:** The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of this public deed will be paid by BUYER.----------

---**Eight:** This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of the Commonwealth of Puerto Rico in the event of any litigation pursuant to this public deed. ----------

---**Nine:** All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties: ----------

----------TO SELLER: ----------
----------BOQUERÓN WARD, LLC ----------
----------619 Fort Lauderdale Beach Boulevard----------
----------Fort Lauderdale, Florida 33304 ----------
----------Electronic Mail: eddie.israel@gmail.com ----------
----------with a copy to: ----------
----------FERRAIUOLI LLC----------
----------PO Box 195168----------
----------San Juan, Puerto Rico 00919-5168 ----------
----------Att: Josean Díaz Brugueras ----------
----------Electronic Mail: jdiaz@ferraiuoli.com ----------

----------TO BUYER: ----------
----------CABO ROJO LAND ACQUISITION LLC ----------

----------733 Third Avenue----------
----------New York, NY 10017----------
----------Attention: Eileen Sawyer----------
----------Electronic Mail: roberto.ruiz@ccgc.com.do----------
---
----------TO BUYER's BROKER:----------
----------Calle Cádiz 1218----------
----------Puerto Nuevo----------
----------San Juan, PR 00920----------
----------Attention: José Enrique Pérez Cruz----------
----------Electronic Mail: passportre@gmail.com----------

----------TO SELLER's BROKER:----------
----------PO Box 971----------
----------Cabo Rojo, Puerto Rico 00622----------
----------Attention: Eugenio Suárez Rivera----------
----------Electronic Mail: eugeniosuarezpr@gmail.com----------

---**Ten:** SELLER represents and warrants to BUYER that, to the best of SELLER's knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances. EXCEPT FOR THE FOREGOING REPRESENTATION, BUYER ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER BY SELLER OR ANY AGENT, OFFICER, EMPLOYEE OR REPRESENTATIVE THEREOF REGARDING THE PROPERTY. BUYER HEREBY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS SALE IS MADE WITHOUT REPRESENTATION, COVENANT OR WARRANTY OF ANY KIND (WHETHER EXPRESS, IMPLIED OR STATUTORY) BY SELLER.----------

---**Eleven:** The appearing parties acknowledge that the BUYER's BROKER, mister José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy-eight (10,478), alone or in association with other broker(s), has acted as real estate broker representing BUYER in the transaction which is the subject of this purchase and sale deed. The fees to Mr. Pérez Cruz and his associate(s), if any, for said service are the responsibility of BUYER and have been paid by BUYER to BUYER's BROKER simultaneously with the

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execution of this public deed. Said fees amount to SEVENTY-FIVE THOUSAND DOLLARS ($75,000.00), equivalent to five per cent (5%) of the Purchase Price of the Property, and BUYER's BROKER hereby acknowledges receipt thereof in form and substance acceptable to BUYER's BROKER. ----------

---**Twelve:** The appearing parties acknowledge that the SELLER's BROKER, mister Eugenio Suárez Rivera, real estate broker with Puerto Rico license number ten thousand four hundred seventy-eight (10,478), alone or in association with other broker(s), has acted as real estate broker representing SELLER in the transaction which is the subject of this purchase-sale deed. The fees to mister Eugenio Suárez Rivera and his associate(s), if any, for said services are the responsibility of SELLER and have been paid by SELLER to SELLER's BROKER simultaneously with the execution of this public deed. Said fees amount to SEVENTY-FIVE THOUSAND DOLLARS ($75,000.00), equivalent to five per cent (5%) of the purchase-sale price of the Property, and SELLER's BROKER hereby acknowledges receipt thereof in form and substance acceptable to SELLER's BROKER. ----------



---**Thirteen:** The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed. ----------

---**Fourteen:** In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgement or judicial order, then and in that event, the rest of this public deed will continue in full force and effect. ----------

---**Fifteen:** The parties hereto agree and oblige themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver whatever documents or instruments, public or private, which may be necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the

Registry, including, without limitation, any Rectification Deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of BUYER, except that each party shall bear the fees of their respective counsel. ----------

---**FOURTH:** The Notary advises BUYER as to the importance of filing the corresponding Property Tax Exemption and/or Change of Ownership Applications in the Municipal Revenue Collection Center (CRIM), and to obtain before the execution of this Deed, a Certification indicating whether the Property owes any sums related to property taxes. According to the Law, BUYER is responsible for filing at the Municipal Revenue Collection Center (CRIM) within the next thirty (30) days the corresponding application for Property Tax Exemption and /or Change of Ownership. The BUYER hereby declares that it is fully aware of the above-mentioned obligations and releases the subscribing Notary from this responsibility. ----------



----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed as drafted, to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ----------

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing notary public, and therefore, the parties agree to release the notary public from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstract was prepared by Capital Title Services Inc., and dated March sixteen (16), two thousand twenty-three (2023); ----------

-----(c) that subsequent to the date of such title abstract and before the

presentation for recording of this Deed, other documents may be presented or recorded in the Registry of the Property of Puerto Rico that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry of the Property of Puerto Rico as of the date of the title abstract. ----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry of the Property of Puerto Rico, or direct corroboration by examining the books of the Registry of the Property of Puerto Rico, and that the negative certification of the Registry of the Property of Puerto Rico does not exclude the possibility of liens recorded after the date of the certification; ----------

-----(e) the right of the BUYER to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.;----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property; ----------

-----(h) of the importance of recording a copy of this Deed in the Registry of the Property of Puerto Rico, the costs relating thereto and of the consequences that would result if a certified copy of this Deed is not recorded in the Registry of the Property of Puerto Rico; ----------

-----(i) of the desirability of performing a search of the records of the Municipal Revenue Collection Center (CRIM) to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute

JORGE A. MORALES CORDERO
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a senior, preferred statutory lien on the Property; ----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations; ----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its content.----------

-----(l) of the need and consequences to the SELLER of filing the "*Planillas Informativas Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles*" with the Puerto Rico Treasury Department; and ------

-----(m) that they have received the orientation required by the Federal Law for the reduction of risks provoked by lead based paints in residential dwellings ("Residencial Lead-Paint Hazard Reduction Act", 42 U.S.C. §§ 4851 et seq.). In addition, it has been complied with the Disclosure Rule required by the Housing and Urban Development Department of the United States of America (HUD) and the Environmental Protection Agency (EPA) about the reach of these warnings in case there exists a structure in the Property, leaving the authorizing notary public free of any responsibility to this effect. ----------

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----------**READING, ACCEPTANCE AND EXECUTION**---------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed as drafted, to their entire satisfaction, having I, the Notary Public, made to the appearing parties the necessary legal warnings concerning its execution. I, the Notary, hereby certify that this Deed was read by the persons appearing herein; that I advised them of their right to have witnesses present at the execution hereof, which right they have waived; that they acknowledge that they understand the contents of this Deed and the legal effects thereof; and that thereupon they signed this Deed before me and affixed their initials to each and every page hereof. ----------

---

---As to everything else contained in this public instrument, I the Notary,

ATTEST AND GIVE FAITH. ----------

---Signed, sealed, marked and flourished by the authorizing Notary, Jorge Antonio Morales Cordero.----------

---Therein also appear the signature of the appearing parties and their initials on the margin of each page. The corresponding internal revenue stamps, legal assistant stamps and the notarial tax stamp are adhered thereon. ------

---I, the Notary, CERTIFY that the foregoing is a true and exact copy of Deed Number Two (2), which contains thirteen (13) pages (folios), the original of which forms part of my protocol of public instruments for the year two thousand twenty-three (2023).----------

---IN WITNESS WHEREOF, and to deliver to Cabo Rojo Land Acquisition LLC, I issue the first certified copy, which I sign, seal, mark and flourish in San Juan, Puerto Rico, on March twenty-four (24), two thousand twenty-three (2023). ----------

Notary Public

JORGE A. MORALES CORDERO
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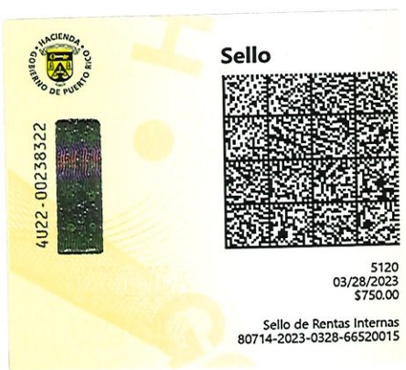



DEPARTAMENTO *de* JUSTICIA
ESTADO LIBRE ASOCIADO DE PUERTO RICO

CERTIFICACIÓN DEL NOTARIO QUE PRESENTA DOCUMENTO EN EL REGISTRO DE LA PROPIEDAD INMOBILIARIA DE PUERTO RICO POR LA VÍA TELEMÁTICA

CERTIFICO: Que la copia en formato PDF de la Escritura Núm. Dos (2) sobre "Purchase and Sale", autorizada por mí en San Juan, Puerto Rico, el veinticuatro (24) de marzo de dos mil veintitrés (2023), que se está presentando en esta fecha en el Registro de la Propiedad, es una copia fiel y exacta de la copia certificada de dicha escritura.

En San Juan, Puerto Rico, hoy veintiocho (28) de marzo de dos mil veintitrés (2023).

JORGE A. MORALES CORDERO
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Notario

---I HEREBY CERTIFY, that the first certified copy of the present deed was issued in favor of Buyer, at the same date and place of the execution thereof. I ATTEST. ----------

NOTARY

----------**DEED NUMBER FORTY-THREE (43)** ----------

----------**PURCHASE AND SALE** ----------

---In San Juan, Puerto Rico, on December nineteen (19), two thousand twenty-three (2023). ----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with residence and offices in San Juan, Puerto Rico.----------

----------**APPEAR**----------

---AS THE PARTY OF THE FIRST PART: **BRIAN LEE KING APPLEGATE**, of legal age, single, property owner and resident of Jacksonville, Florida, United States of America (hereinafter, "Seller") ---

---AS THE PARTY OF THE THIRD PART: **CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "Buyer"), a limited liability company organized, existing and in good standing under the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, GLADYS OMAYRA FONTÁNEZ REYES, who is of legal age, single, attorney at law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this Deed arises from a Certificate of Resolution of Buyer signed by Eileen Sawyer, as Manager of Buyer, on December fifteen (15), two thousand twenty-three (2023), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engines of the Department of State and the Office of Information Technology Services of the State of New York. I further certify that I have examined the aforesaid Certificate of Resolution of Buyer and that it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law, to authorize Ms. Fontánez Reyes to appear herein on behalf of Buyer. ----------

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---I hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective age, civil status, occupation and residence. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily,----------

----------**STATE AND AGREE**----------

---**FIRST:** Seller is the sole owner in fee simple title ("*pleno dominio*") and has the possession of the parcel of land described in the Spanish language as follows (hereinafter, the "Property"):----------

---"**RÚSTICA:** Parcela número ochenta y cinco (85) radicada en el Barrio Boquer6n, del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas y en lindes: por el **NORTE,** con las parcelas número sesenta y seis (66), número sesenta y siete (67) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el **SUR,** con terrenos del Señor José Fas; por el **ESTE,** con la parcela número ochenta y seis (86) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el **OESTE,** con la parcela número ochenta y cuatro (84) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela." ----------

---The Property is recorded at page 199 of volume 508 of Cabo Rojo, property number 18,725, Section of San Germán of the Registry of Property of Puerto Rico (the "Registry"). ----------

---The tax identification number ("*número de catastro*") assigned to the Master Property by the Municipal Revenues Collection Center ("CRIM") is 402-000-004-69-000.----------

----------**LIENS AND ENCUMBRANCES** ----------

---By its origin, the Property is free of liens and encumbrances. ----------

---By itself, the Property is subject to:----------

----(A) Restrictive covenants of edification and use for a term of twenty (20) years, constituted pursuant to Deed Number Five (5), executed in Mayagüez, Puerto Rico, on February eight (8), nineteen ninety-one (1991) before Notary Juan Agustín Rivero, rectified by Deed Number

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Sixteen (16), executed in Mayagüez, Puerto Rico, on May twenty-two (22), nineteen ninety-one (1991) before the aforementioned Notary, recorded at the margin of page 200 of volume 508 of Cabo Rojo, third (3rd) inscription. ----------

---**SECOND:** On December twenty (20), two thousand twenty-two (2022), Seller granted to Buyer's affiliate, PR Investco LLC ("PR Investco"), an option to purchase the Property, pursuant to Deed Number Thirty-Three (33), of Option to Purchase Real Estate, executed in San Juan, Puerto Rico, before Notary María del Rosario Pujol Thompson (hereinafter, the "Deed of Option"). The parties hereto acknowledge and agree that PR Investco has assigned to Buyer all of its rights and obligations under the Deed of Option, and that Buyer is the permitted assignee and successor of PR Investco thereunder. ----------

----------**PURCHASE AND SALE**----------

---**THIRD:** In accordance with the Deed of Option, Seller hereby sells, conveys and transfers fee simple title ("*pleno dominio*") to the Property and the possession thereof to Buyer, and Buyer hereby purchases from Seller fee simple title ("*pleno dominio*") to the Property and the possession thereof, in accordance with the following ----------

----------**TERMS AND CONDITIONS**----------

-----One: The purchase price of the Property is the lump sum of **SIX HUNDRED THIRTY THOUSAND DOLLARS ($630,000)** (hereinafter the "Purchase Price"). ----------

-----Two: The Purchase Price is payable as follows: ----------

------(A) The sum of THIRTY-ONE THOUSAND FIVE HUNDRED DOLLARS ($31,500) was paid by Buyer to Seller simultaneously with the execution of the Deed of Option, which amount has been credited in its entirety to the Purchase Price. ----------

------(B) Concurrently with the execution of this Deed, Buyer has delivered to Seller the sum of FIVE HUNDRED NINETY-EIGHT

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THOUSAND FIVE HUNDRED DOLLARS ($598,500). Said sum has been paid by Buyer to Seller by certified or manager's check to the order of Seller and Seller hereby acknowledges receipt thereof in form and substance acceptable to Buyer. ----------

-----Three: Buyer shall be entitled to the immediate possession of the Property, without any additional formality, document or request. ---------

-----Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of Seller and, thereafter, for the account of Buyer.----------

-----Five: Seller hereby delivers to Buyer fee simple title to the Property, vacant, and free and clear of all liens, encumbrances or defects. ----------

-----Six: Buyer specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) Seller hereby sells and Buyer hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from Seller or any of Seller's agents, employees, members, representatives, attorneys or brokers (each such party, a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by Seller to Buyer (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof, its facilities, soils, geology, and groundwater; (b) the dimensions, area, and size of the Property; (c) the development or income potential, or rights of or relating to the Property or the adequacy of the Property for any particular purpose, (d) the zoning or other legal status of the Property or any other public or private restrictions on the use of

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the Property, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of Buyer or any other person to obtain any necessary governmental approvals, licenses, or permits for Buyer's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters regarding the operation of the Property. Buyer further acknowledges and agrees that Seller is under no duty to make any inquiry regarding any matter that may or may not be known to Seller or any Seller Affiliate. Upon execution of this public deed, Buyer shall assume the risk of adverse matters relating to adverse investigations, and Buyer, upon execution of this public deed, shall be deemed to have waived, relinquished and released Seller and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which Buyer might have asserted or alleged or may assert or allege in the future against Seller or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution of this deed. ----------

-----Seven: Seller represents and warrants to Buyer that, to the best of Seller's knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that, to the best of Seller's knowledge, the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----Eight: The notarial fees, stamps on the original, stamps on the first

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certified copy, filing and recording rights of this Deed at the Registry will be paid by Buyer.----------

-----Nine: This Deed will be interpreted and governed in accordance with the laws of the Commonwealth of Puerto Rico. The appearing parties submit themselves to the exclusive jurisdiction of the Court of First Instance of the Commonwealth of Puerto Rico in the event of any litigation arising out of this Deed.----------

-----Ten: All notices to the parties pursuant to this Deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

----TO SELLER:----------

------BRIAN LEE KING APPLEGATE ----------
------10657 Plum Hollow Dr. ----------
------Jacksonville, FL 32222-1360 ----------
------Electronic Mail: kingtime4u@gmail.com----------

----TO BUYER:----------

------CABO ROJO LAND ACQUISITION LLC----------
------733 Third Avenue ----------
------New York, NY 10017----------
------Attention: Eileen Sawyer ----------
------Electronic Mail: roberto.ruiz@ccgc.com.do----------

-----Eleven: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

-----Twelve: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the remaining provisions of this Deed will continue in full force and effect.----------

-----Thirteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver such documents or instruments, public or private, which may be necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly

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recorded in the Registry, including, without limitation, any correction deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of Buyer, except that each party shall bear the fees of their respective counsel.----------

---**FOURTH:** Non-Resident Withholding. The authorizing Notary advises the parties that Section 1062.08 (g) of the Puerto Rico Internal Revenue Code of 2011, as amended (the "Tax Code"), 13 L.P.R.A. § 30278, requires the buyer of real property to withhold an amount equivalent to fifteen percent (15%) of the purchase price, to any United States citizen not residing in Puerto Rico during the tax year on which the sale transaction is consummated. For purposes of the relevant provisions of the Tax Code, "purchase price" means the total payment(s) made by the buyer under the purchase deed, reduced by: ----------

-----(a) the price for which seller acquired the property, as reflected in the corresponding public deed or private acquisition instrument. ----------

-----(b) the notarial tariff, internal revenue stamps and recordation fees paid by seller in connection with the cancellation of mortgages over the property; and ----------

-----(c) the commission paid by seller to the real estate agent in connection with the sale of the property.----------

---The Tax Code does not allow for any deduction in addition to the above items. Buyer is hereby advised by the Notary that if the non-resident withholding is not made as required by the Tax Code, Buyer will be liable before the Secretary of the Treasury for the payment of all amounts that should have been withheld. ----------

---**FIFTH**: The Notary advises Buyer as to the importance of filing the corresponding property change of ownership application before the CRIM, and to obtain, prior to the execution of this deed, a certification indicating whether any sums related to property taxes are owed by Seller.

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Pursuant to applicable law, Buyer is responsible for filing at the CRIM the corresponding application for property tax exemption and /or change of ownership, within thirty (30) days from the date of execution hereof. Buyer hereby declares that it is fully aware of the aforementioned obligations and releases the undersigned Notary from this responsibility.

----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ---

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstract was prepared by Capital Title Services Inc. and is dated December eighteen (18), two thousand twenty-three (2023); ----------

-----(c) that after the date of such title abstract and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry as of the date of the title abstract.----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification; ----------

-----(e) of the right of the Buyer to obtain a title insurance policy that

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guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.;----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property;----------

-----(h) of the importance of recording a copy of this deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this deed is not recorded at the Registry;----------

-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property;----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations;----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its contents.----------

-----(l) of the need and consequences to the Seller of filing the *Planilla Informativa Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles* with the Puerto Rico Treasury Department; and----------

-----(m) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et seq.*, is of application. The foregoing statute, and the regulations

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promulgated thereunder, impose on the Seller, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the Seller and their agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed.----------

----------**READING, ACCEPTANCE AND EXECUTION** ----------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their initials on each page thereof.----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

JORGE A. MORALES CORDERO
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---I HEREBY CERTIFY, that the first certified copy of the present deed was issued in favor of Buyer, at the same date and place of the execution thereof. I ATTEST. ----------

NOTARY

----------**DEED NUMBER THIRTY-ONE (31)** ----------

----------**PURCHASE AND SALE** ----------

---In San Juan, Puerto Rico, on September twenty-nine (29), two thousand twenty-three (2023).----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with residence and offices in San Juan, Puerto Rico.----------

----------**APPEAR**----------

---**AS PARTY OF THE FIRST PART: CAPSTONE DEVELOPMENT CORP.** (hereinafter, "Seller"), a corporation organized, existing and in good standing under the laws of the Commonwealth of Puerto Rico, represented herein by its authorized officer SONIA MARÍA MONROIG GARCÍA, of legal age, single, business executive and resident of San Juan, whose authority to represent Seller in this Deed arises from a Certificate of Corporate Resolution of Seller, executed in Humacao, Puerto Rico on September twenty-five (25), two thousand twenty-three (2023), under affidavit eight thousand five hundred nineteen (8,519) of Notary Maximino Maldonado Medina. I hereby certify that I have examined the aforesaid Certificate of Resolution and that it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law, to authorize Mrs. Monroig to appear herein on behalf of Seller. ----------

---**AS THE PARTY OF THE SECOND PART: CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, GLADYS OMAYRA FONTÁNEZ REYES, who is of legal age, single, attorney at law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this Deed arises from a Certificate of Resolution of Buyer signed by Eileen Sawyer, as

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Manager of Buyer, on September twenty-one (21), two thousand twenty-three (2023), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engines of the Department of State and the Office of Information Technology Services of the State of New York. I further certify that I have examined the aforesaid Certificate of Resolution of Buyer and that it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law, to authorize Ms. Fontánez Reyes to appear herein on behalf of Buyer.----------

---I hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective age, civil status, occupation and residence. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily,----------

----------**STATE AND AGREE**----------

---**FIRST:** Seller is the sole owner in fee simple title ("*pleno dominio*") and have the possession of the parcels of land described in the Spanish language as follows (hereinafter, sometimes jointly referred to as, the "Property"):----------

----------PROPERTY A----------

---"***RUSTICA:*** *Parcela número sesenta y ocho (68), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de veinte mil setecientos catorce punto nueve mil trescientos quince (20,714.9315) metros cuadrados, equivalentes a cinco punto dos mil setecientos cuatro (5.2704) cuerdas. En lindes: por el NORTE, con camino a dedicarse a uso público y la parcela número setenta y uno (71); por el SUR, con la parcela número ochenta y cuatro (84); por el ESTE, con las parcelas número setenta y uno (71), setenta y tres (73) y sesenta y cinco (65); y por el OESTE, con camino a dedicarse a uso público.*" ----------

---Property A is identified in the Registry of Property of Puerto Rico (the "Registry") as property number 18,714, recorded at page 133 of volume 508 of Cabo Rojo, San Germán section of the Registry.----------

---The tax identification number ("*número de catastro*") assigned to

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Property A by the Municipal Revenues Collection Center ("CRIM") is 402-017-327-06-000.----------

----------PROPERTY B ----------

---"***RÚSTICA:*** *Parcela Número Ochenta y Cuatro (84), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de diecinueve mil seiscientos noventa y uno punto nueve mil novecientos setenta y tres (19,691.9973) metros cuadrados, equivalentes a cinco punto cero ciento dos (5.0102) cuerdas. En lindes: por el NORTE, con la parcela número sesenta y ocho (68); por el SUR, con camino a dedicarse a uso público; por el ESTE, con la parcela número sesenta y cinco (65); y por el OESTE, con camino a dedicarse a uso público.*" ----------

---Property B is identified in the Registry as property number 18,724, recorded at page 193 of volume 508 of Cabo Rojo, San Germán section of the Registry. ----------

---The tax identification number ("*número de catastro*") assigned to Property B by the CRIM is 402-017-327-07-000. ----------

----------**TITLE** ----------

---Property A and Property B were acquired by Seller pursuant to Deed Number Three (3), executed in Cabo Rojo, Puerto Rico, on January thirty (30), two thousand eight (2008), before Notary Osvaldo Ortiz Medina, rectified by Deed Number Fifteen (15), executed in Cabo Rojo, Puerto Rico, on May twenty-seven (27), two thousand nine (2009) before the same Notary, recorded at page 56 of volume 864 of Cabo Rojo, as to Property A, and at page 86 of volume 864 of Cabo Rojo, as to Property B, seventh (7th) inscription in both properties. ----------

----------**LIENS AND ENCUMBRANCES** ----------

---By their origin, Property A and Property B are free and clear of liens and encumbrances. ----------

---By itself, Property A is subject to: ----------

----(A) Mortgage securing a promissory note, in favor of its Bearer, in the principal sum of Thirty-Two Thousand Five Hundred Dollars ($32,500.00), with interest at the rate of ten percent (10%) per annum, due upon demand, constituted as per Deed Number One Hundred Twelve (112), executed in Mayagüez, Puerto Rico, on March twenty-three (23),

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two thousand twelve (2012), before Notary Javier B. Sepúlveda Rivera, recorded at page 56 of volume 864 of Cabo Rojo, ninth (9th) inscription. The aforementioned mortgage note and mortgage were cancelled pursuant to Deed Number twenty-nine (29), of Cancellation of Mortgage, executed in San Juan, Puerto Rico on September twenty-nine (29), two thousand twenty-three (2023) before the undersigned Notary, which will be filed at the Registry concurrently with the presentation of this Deed. ----By itself, Property B is subject to: ----------

----(A) Mortgage securing a promissory note, in favor of its Bearer, in the principal sum of Thirty-Two Thousand Five Hundred Dollars ($32,500.00), with interest at the rate of ten percent (10%) per annum, due upon demand, constituted as per Deed Number One Hundred Thirteen (113), executed in Mayagüez, Puerto Rico, on March twenty-three (23), two thousand twelve (2012), before Notary Javier B. Sepúlveda Rivera, recorded at page 86 of volume 864 of Cabo Rojo, ninth (9th) inscription. The aforementioned mortgage note and mortgage were cancelled pursuant to Deed Number thirty (30), of Cancellation of Mortgage, executed in San Juan, Puerto Rico on September twenty-nine (29), two thousand twenty-three (2023) before the undersigned Notary, which will be filed at the Registry concurrently with the presentation of this Deed. ----------

---**SECOND:** On February three (3), two thousand twenty-three (2023), Seller granted to Buyer's affiliate, PR INVESTCO LLC ("PR Investco"), an option to purchase the Property, pursuant to a Real Estate Purchase Agreement executed on such date (hereinafter, the "Purchase Agreement"). The parties hereto acknowledge and agree that PR Investco has assigned to Buyer all of its rights, duties and obligations under the Purchase Agreement, pursuant to the terms of an *Assignment and Assumption of Rights under Option Agreement* executed on even date herewith, and that Buyer is the permitted assignee and successor of PR Investco thereunder. ----------

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----------**PURCHASE AND SALE**----------

---**THIRD:** In accordance with the Purchase Agreement, Seller hereby sells, conveys and transfers fee simple title ("*pleno dominio*") to the Property and the possession thereof to Buyer, and Buyer hereby purchases from Seller fee simple title ("*pleno dominio*") to the Property and the possession thereof, in accordance with the following ----------

----------**TERMS AND CONDITIONS**----------

-----One: The purchase price of the Property is the lump sum of **TWO MILLION SIX HUNDRED THOUSAND DOLLARS ($2,600,000)** (hereinafter the "Purchase Price"). The Purchase Price is not subject or conditioned to an appraisal report or survey, and Seller shall have no obligation to adjust or reduce the Purchase Price as a result of any appraisal report(s) or survey(s) obtained by Buyer or anybody else. Of the Purchase Price, (i) the sum of ONE MILLION THREE HUNDRED THOUSAND DOLLARS ($1,300,000) corresponds to Property A; and (ii) the sum of ONE MILLION THREE HUNDRED THOUSAND DOLLARS ($1,300,000) corresponds to Property B. ----------

-----Two: The Purchase Price has been paid as follows: ----------

----------A. The sum of TWO HUNDRED SIXTY THOUSAND DOLLARS ($260,000) was paid by Buyer to Seller concurrently with the execution of the Purchase Agreement, which amount is being applied in its entirety to the Purchase Price.----------

----------B. The sum of TWO MILLION THREE HUNDRED FORTY THOUSAND DOLLARS ($2,340,000) has been paid by Buyer to Seller concurrently with the execution hereof, and Seller hereby acknowledges receipt thereof. ----------

-----Three: Buyer shall be entitled to the immediate possession of the Property, without any additional formality, document or request. ---------

-----Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for

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the account of Seller and, thereafter, for the account of Buyer.----------

-----Five: Seller hereby delivers to Buyer fee simple title to the Property, vacant, and free and clear of all liens, encumbrances or defects. ----------

-----Six: Buyer specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) Seller hereby sells and Buyer hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from Seller or any of Seller's agents, employees, members, representatives, attorneys or brokers (each such party, a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by Seller to Buyer (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof, its facilities, soils, geology, and groundwater; (b) the dimensions, area, and size of the Property; (c) the development or income potential, or rights of or relating to the Property or the adequacy of the Property for any particular purpose, (d) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of Buyer or any other person to obtain any necessary governmental approvals, licenses, or permits for Buyer's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses,

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revenue or expense projections or other financial matters regarding the operation of the Property. Buyer further acknowledges and agrees that Seller is under no duty to make any inquiry regarding any matter that may or may not be known to Seller or any Seller Affiliate. Upon execution of this public deed, Buyer shall assume the risk of adverse matters relating to adverse investigations, and Buyer, upon execution of this public deed, shall be deemed to have waived, relinquished and released Seller and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which Buyer might have asserted or alleged or may assert or allege in the future against Seller or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution of this deed. ----------

-----Seven: Seller represents and warrants to Buyer that, to the best of Seller's knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that, to the best of Seller's knowledge, the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----Eight: The notarial fees, stamps on the original, stamps on the first certified copy, filing and recording rights of this Deed at the Registry will be paid by Buyer.----------

-----Nine: This Deed will be interpreted and governed in accordance with the laws of the Commonwealth of Puerto Rico. The appearing parties submit themselves to the exclusive jurisdiction of the San Juan part of the Court of First Instance of Puerto Rico in the event of any litigation arising out of this Deed.----------

-----Ten: All notices to the parties pursuant to this Deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

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----TO SELLER:----------

------CAPSTONE DEVELOPMENT, CORP.----------
------1717 Avenida Ponce de León----------
------Apt. 1605 ----------
------Plaza Inmaculada 2----------
------San Juan, Puerto Rico 00912 ----------
------Attention: Federico L. Carlo Díaz----------
------Electronic Mail: federicocarlo68@gmail.com ----------

----TO BUYER:----------

------CABO ROJO LAND ACQUISITION LLC----------
------733 Third Avenue ----------
------New York, NY 10017----------
------Attention: Eileen Sawyer ----------
------Electronic Mail: roberto.ruiz@ccgc.com.do----------

-----Eleven: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

-----Twelve: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the remaining provisions of this Deed will continue in full force and effect.----------

-----Thirteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver such documents or instruments, public or private, which may be necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any correction deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of Buyer, except that each party shall bear the fees of their respective counsel.----------

---**THIRD:** The Notary advises Buyer as to the importance of filing the corresponding property tax exemption and/or change of ownership Application before the CRIM, and to obtain, prior to the execution of this deed, a certification indicating whether any sums related to property taxes are owed by Seller. Pursuant to applicable law, Buyer is responsible

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for filing at the CRIM the corresponding application for property tax exemption and /or change of ownership, within thirty (30) days from the date of execution hereof. Buyer hereby declares that it is fully aware of the aforementioned obligations and releases the undersigned Notary from this responsibility.----------

----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ---

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to title abstracts prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstracts were prepared by Capital Title Services Inc., and are dated as of August thirty-one (31), two thousand twenty-three (2023);----------

-----(c) that after the date of such title abstracts and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. Title abstracts are not title insurance and reflect only the state of the Property at the Registry as of the date thereof.----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification; ----------

-----(e) of the right of the Buyer to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event

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that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.;----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property;----------

-----(h) of the importance of recording a copy of this deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this deed is not recorded at the Registry;----------

-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property;----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations;----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its contents.----------

-----(l) of the need and consequences to the Seller of filing the *Planillas Informativas Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles* with the Puerto Rico Treasury Department; and----------

-----(m) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et seq.*, is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Seller, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of

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its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the seller and its agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed.----------

----------**READING, ACCEPTANCE AND EXECUTION** ----------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their initials on each page thereof.----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

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6.J.F.K

MORELL · CARTAGENA · DAPENA

JORGE ANTONIO MORALES CORDERO

Plaza 273 Suite 700
273 Ponce de León
San Juan, PR 00917-1934
787-723-1233; 787-729-1974
jorge.morales@mbcdlaw.com

CERTIFIED COPY OF DEED NUMBER TEN (10)

PURCHASE AND SALE

EXECUTED IN SAN JUAN, PUERTO RICO
ON JULY 21, 2023

BEFORE:

JORGE ANTONIO MORALES CORDERO

BY:

CD GROUP

("SELLER");

CABO ROJO LAND ACQUISITION LLC

("BUYER")

AND

JOSÉ ENRIQUE PÉREZ CRUZ

("BROKER")

----------**DEED NUMBER TEN (10)**----------

----------**PURCHASE AND SALE**----------

---In San Juan, Commonwealth of Puerto Rico, on July twenty-one (21), two thousand twenty-three (2023). ----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with offices and residence in San Juan, Puerto Rico.----------

----------**APPEAR**----------

---AS THE PARTY OF THE FIRST PART: **CD GROUP** (hereinafter referred to as "SELLER"), a private trust organized and existing in accordance with the laws of Puerto Rico, created as per deed number seventeen (17), executed on April twenty seven (27), two thousand nine (2009), before Notary Mario José García Incera (the "Deed of Trust"), represented herein by its trustees, OSCAR FRANCISCO CORDERO RODRÍGUEZ, of legal age, married to Myrna Maldonado Pérez, property owner and resident of Mayagüez, Puerto Rico; and GLORIA ENID SAAVEDRA SERRANO, of legal age, married to Luis Alberto Cruz Jiménez, property owner and resident of Quebradillas, Puerto Rico, who are authorized to execute this deed pursuant to the Deed of Trust. I, the Notary, hereby certify that I have read the Deed of Trust and that, in my opinion, it grants the aforesaid trustees sufficient legal power and authority to execute this Deed on behalf of SELLER. ----------

---AS THE PARTY OF THE SECOND PART: **CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "BUYER"), a limited liability company organized, existing and in good standing in accordance with the laws of Puerto Rico, represented herein by its Authorized Representative, Gladys Omayra Fontánez Reyes, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, and whose authority to represent BUYER in this Deed arises from the Certificate of

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Resolution of BUYER, signed by Eileen Sawyer, as Manager of BUYER, on July twenty (20), two thousand twenty-three (2023), in New York, New York, before Notary Public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of Notary Public Eric Orenstein through the search engine of the Department of State of the State of New York. I further certify that I have examined the original of the aforesaid Certificate of Resolution of Cabo Rojo Land Acquisition LLC, and that, in my opinion, it is adequate and sufficient, and complies with all legal requirements needed to authorize Ms. Fontánez Reyes to appear herein on behalf of BUYER.----

---AS THE PARTY OF THE THIRD PART: **JOSÉ ENRIQUE PÉREZ CRUZ** (hereinafter, the "BROKER"), who is of legal age, married, real estate broker and resident of Bayamón, Puerto Rico. ----------

---I, the Notary Public, do hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this Deed, and they freely and voluntarily ----------

----------**STATE AND AGREE**----------

---**FIRST:** SELLER is the owner in fee simple title ("*pleno dominio*") and has the possession of the parcel of land described in the Spanish language as follows (hereinafter the "Property"), as reflected in the books of the Registry of Property of Puerto Rico (the "Registry"):----------

---**"RUSTICA:** Parcela denominada ciento cinco (105). Parcela de terreno sita en el Barrio Boquerón, Sector El Combate, Carretera trescientos uno (301), kilómetro siete punto cuatro (7.4) interior, del término municipal de Cabo Rojo, Puerto Rico. Ubica en el Proyecto Bahía Bonita. El número de la finca principal de la cual se segrega esta parcela es el cincuenta y cinco guión cuatrocientos dos guión cero cero cero guión cero dos guión novecientos uno (55-402-000-02-901). Tiene una cabida superficial de diecinueve mil seiscientos cincuenta y tres punto cincuenta (19,653.50) metros cuadrados, equivalentes a cinco (5.00) cuerdas. En linderos: NORTE, en sesenta y cuatro punto cero cero uno (64.001) metros lineales, con la zona marítima terrestre de la Bahía de Boquerón; SUR, en dos (2) alineaciones que totalizan cuarenta y cinco punto setecientos seis (45.706) metros lineales y treinta y ocho (38) metros lineales, con la servidumbre de paso que sirve al solar y en siete

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punto cincuenta (7.50) metros lineales, con la parcela número sesenta y dos (62) del Proyecto Bahía Bonita; ESTE, en dos (2) alineaciones que totalizan trescientos diecisiete punto quinientos setenta y siete (317.577) metros lineales, con terrenos de la Sucesión Ramírez de Arellano; y OESTE, en trescientos siete punto novecientos (307.900) metros lineales, con la parcela número ciento seis (106) del Proyecto Bahía Bonita. SERVIDUMBRE: en la esquina de la Parcela ciento cinco (105) en la cual convergen las colindancias Sur y Oeste ubica una servidumbre de paso que tiene una cabida superficial de doscientos ochenta y ocho punto noventa (288.90) metros cuadrados y sus colindancias son: Norte, en veintiocho punto doscientos seis (28.206) metros lineales, con los terrenos de la Parcela ciento cinco (105) del Proyecto Bahía Bonita; por el Sur, en treinta y ocho punto trescientos cuarenta y uno (38.341) metros lineales, con la Parcela número sesenta y dos (62) del Proyecto Bahía Bonita; por el Este, en siete punto cincuenta (7.50) metros lineales, con terrenos de la Parcela número ciento cinco (105) del Proyecto Bahía Bonita; por el Oeste, en siete punto quinientos uno (7.501) metros lineales, con terrenos de la Parcela número ciento seis (106) del Proyecto Bahía Bonita."----------

---The Property is recorded at the overleaf of page 115 of volume 836 of Cabo Rojo, San Germán Section of the Registry, property number 18,839 of Cabo Rojo, and its aforesaid legal description is as clarified by deed number one hundred seven (107), executed on August twenty-five (25), two thousand sixteen (2016), before Notary Luis Roberto Santos, recorded at page 115 of volume 856 of Cabo Rojo, fifth (5th) inscription.

---SELLER and BUYER acknowledge and agree that the area of the Property, net of the area of the right of way (*servidumbre*) included in the legal description of the Property, is nineteen thousand three hundred sixty four point sixty (19,364.60) square meters, equivalent to four point nine thousand two hundred sixty nine (4.9269) "cuerdas".----------

---The Property was acquired by SELLER through deed number sixteen (16), executed on June seventeen (17), two thousand ten (2010), before Notary Miguel A. Román Villanueva, recorded at the overleaf of page 115 of volume 836 of Cabo Rojo, sixth (6th) inscription.----------

---The Property is vacant and free of liens and/or encumbrances, except only (i) the right of way easement (*servidumbre*) included in the legal description of the Property; and (ii) any other right of ways which may appear in the books of the Registry as of the date of execution of this Deed (hereinafter, jointly, the "Rights of Way").----------

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--- The tax identification number ("*número de catastro*") assigned by the Municipal Revenues Collection Center ("CRIM") to the Property is 379-089-327-75-000. ----------

---**SECOND:** On July twenty-three (23), two thousand twenty-two (2022), SELLER granted to BUYER's affiliate, PR INVESTCO LLC ("PR Investco") an option to purchase the Property, pursuant to Deed Number Two (2) of Option to Purchase Real Estate, executed in San Juan, Puerto Rico on the aforesaid date before Notary Francisco Pujol Meneses (hereinafter, the "Deed of Option"). The parties hereto acknowledge and agree that PR Investco has assigned to BUYER all of its rights and obligations under the Deed of Option, and that BUYER is the permitted assignee and successor of PR Investco thereunder. ----------

----------**PURCHASE AND SALE**----------

---**THIRD:** Pursuant to the Deed of Option, SELLER hereby sells, conveys and transfers fee simple title ("*pleno dominio*") to the Property and the possession thereof to BUYER, and BUYER hereby purchases from SELLER fee simple title to the Property and the possession thereof, vacant and free of liens and encumbrances, subject only to the Rights of Way, in accordance with the following----------

----------**TERMS AND CONDITIONS**----------

-----One: The purchase price of the Property is the lump sum of ONE MILLION DOLLARS ($1,000,000) (hereinafter, the "Purchase Price"). The Purchase Price is not subject or conditioned to an appraisal report, and SELLER shall have no obligation to adjust or reduce the Purchase Price as a result of any appraisal report(s) obtained by BUYER or anybody else. ----------

-----Two: The Purchase Price is payable as follows: ----------

----------A. The sum of ONE HUNDRED THOUSAND DOLLARS ($100,000) was paid by BUYER to SELLER simultaneously with the execution of the Deed of Option, which amount is being applied in full

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to the Purchase Price. ----------

----------B. The sum of NINE HUNDRED THOUSAND DOLLARS ($900,000) has been paid by BUYER to SELLER simultaneously with the execution of this Deed, and SELLER hereby acknowledges receipt thereof in form and substance acceptable to BUYER. ----------

-----Three: This Deed entitles BUYER to the immediate possession of the Property, without any additional formality, document or request. -----

-----Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of SELLER and, thereafter, for the account of BUYER.------

-----Five: SELLER hereby delivers to BUYER fee simple title to the Property, vacant, and free and clear of liens, encumbrances or defects, "as is, where is", subject only to the Rights of Way. ----------

-----Six: BUYER specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) SELLER hereby sells and BUYER hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) BUYER is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from SELLER or any of SELLER's agents employees, members, representatives, attorneys or brokers (each such party a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by SELLER to BUYER (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof (including, without limitation, structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities, electrical, mechanical HVAC, plumbing,

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sewage, and utility systems, facilities, and appliances, soils, geology, and groundwater); (b) the dimensions, area, and lot size of the Property and the square footage of the buildings or improvements located thereon, if any, or of any tenant space therein; (c) the development or income potential, or rights of or relating to, the Property or the Property's use, habitability, merchantability, or fitness, or the suitability, value, or adequacy of the Property for any particular purpose, (d) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of BUYER or any other person to obtain any necessary governmental approvals, licenses, or permits for BUYER's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters regarding the operation of the Property. BUYER expressly acknowledges and agrees that BUYER is not relying on any representation or warranty of SELLER or any Seller Affiliate, whether implied, presumed or expressly provided at law or otherwise, arising by virtue of any statute, common law, or other legally binding right or remedy in favor of BUYER. BUYER further acknowledges and agrees that SELLER is under no duty to make any inquiry regarding any matter that may or may not be known to SELLER or any Seller Affiliate. Upon execution of this Deed, BUYER shall assume the risk of adverse matters relating to adverse investigations, and BUYER, upon execution of this Deed, shall be deemed to have waived, relinquished and released SELLER and all Seller Affiliates from and against any and all claims, of

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any and every kind or character (including attorneys' fees), known or unknown, which BUYER might have asserted or alleged or may assert or allege in the future against SELLER or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property.----------

-----Seven: The notarial fees, stamps on the original, stamps on the first certified copy and the recording rights of this Deed at the Registry will be paid by BUYER. ----------

-----Eight: This Deed will be interpreted in accordance with the laws of Puerto Rico and governed by them. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of the Commonwealth of Puerto Rico in the event of any litigation pursuant to this Deed. ----------

-----Nine: All notices to the parties pursuant to this Deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

------TO SELLER: ----------
------CD GROUP ----------
------PO Box 1731 ----------
------Cabo Rojo, PR 00623 ----------
------Electronic Mail: erik.domenech@gmail.com ----------

------TO BUYER:----------
------CABO ROJO LAND ACQUISTION LLC----------
------733 Third Avenue ----------
------New York, NY 1001 ----------
------Attention: Eileen Sawyer----------
------Electronic Mail: roberto.ruiz@ccgc.com.do----------

------TO THE BROKER: ----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920 ----------
------Attention: José Enrique Pérez Cruz----------
------Electronic Mail: passportre@gmail.com----------

-----Ten: SELLER represents and warrants to BUYER that, to the best of SELLER's knowledge, there are no toxic, dangerous, contaminated or

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contaminating substances in the Property, and that the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances. EXCEPT FOR THE FOREGOING REPRESENTATION, BUYER ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER BY SELLER OR ANY AGENT, OFFICER, EMPLOYEE OR REPRESENTATIVE THEREOF REGARDING THE PROPERTY. BUYER HEREBY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS SALE IS MADE WITHOUT REPRESENTATION, COVENANT OR WARRANTY OF ANY KIND (WHETHER EXPRESS, IMPLIED OR STATUTORY) BY SELLER. ----------



-----Eleven: The appearing parties acknowledge that the BROKER, José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy-eight (10,478), alone or in association with other brokers, has acted as real estate broker in the present transaction. The fees to Mr. Pérez Cruz and his associates, if any, for said service are the responsibility of BUYER and have been paid by BUYER to BROKER simultaneously with the execution of this Deed. Said fees amount to FIFTY THOUSAND DOLLARS ($50,000), equivalent to five per cent (5%) of the Purchase Price, and BROKER hereby acknowledges receipt thereof in form and substance acceptable to BROKER. ----------

-----Twelve: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

-----Thirteen: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the rest of this Deed will continue in full force and effect.

-----Fourteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver whichever documents or instruments, public or private, necessary and/or

required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any Rectification Deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of BUYER, except that each party shall bear the fees of their respective counsel.----------

---**THIRD:** The Notary advises BUYER as to the importance of filing the corresponding Change of Ownership Application at the CRIM, and to obtain before the execution of this Deed, a certification indicating whether any sums related to property taxes are owed in connection with the Property. Under applicable law, BUYER is responsible for filing at the CRIM within the next thirty (30) days the corresponding application for Change of Ownership. BUYER hereby declares that it is fully aware of the above-mentioned obligations and releases the subscribing Notary from this responsibility.----------

----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ----------

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstract was prepared by Capital Title Services Inc. and is dated July three (3), two thousand

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twenty-three (2023);----------

-----(c) that subsequent to the date of such title abstract and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry as of the date of the title abstract. ----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification; ----------

-----(e) the right of the BUYER to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, *et seq.*;----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property;----------

-----(h) of the importance of recording a copy of this Deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this Deed is not recorded at the Registry; ----------

-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property;----------

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-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations;----------

-----(k) that the appearing parties have the right to read this Deed either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its contents. ----------

-----(l) of the need and consequences to the SELLERS of filing the *Planilla Informativa Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles* with the Puerto Rico Treasury Department; and --------

-----(m) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et seq*., is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Seller, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the seller and its agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed. ----------

----------**READING, ACCEPTANCE AND EXECUTION** ---------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the

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execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their initials on each page thereof. ----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

---Signed, sealed, marked and flourished by the authorizing Notary, Jorge Antonio Morales Cordero. ----------

---Therein also appear the signature of the appearing parties and their initials on the margin of each page. The corresponding internal revenue stamps, legal assistant stamps and the notarial tax stamp are adhered thereon. ----------

---I, the Notary, CERTIFY that the foregoing is a true and exact copy of Deed Number Ten (10), which contains twelve (12) pages (folios), the original of which forms part of my protocol of public instruments for the year two thousand twenty-three (2023). ----------

---IN WITNESS WHEREOF, and to deliver to Cabo Rojo Land Acquisition LLC, I issue the first certified copy, which I sign, seal, mark and flourish in San Juan, Puerto Rico, on July twenty-one (21), two thousand twenty-three (2023). ----------

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_____
NOTARY







DEPARTAMENTO *de* JUSTICIA

ESTADO LIBRE ASOCIADO DE PUERTO RICO

CERTIFICACIÓN DEL NOTARIO QUE PRESENTA DOCUMENTO EN EL REGISTRO DE LA PROPIEDAD INMOBILIARIA DE PUERTO RICO POR LA VÍA TELEMÁTICA

CERTIFICO: Que la copia en formato PDF de la Escritura Núm. Diez (10) sobre "Purchase and Sale", autorizada por mí en San Juan, Puerto Rico, el veintiuno (21) de julio de dos mil veintitrés (2023), que se está presentando en esta fecha en el Registro de la Propiedad, es una copia fiel y exacta de la copia certificada de dicha escritura.

En San Juan, Puerto Rico, hoy veintiséis (26) de julio de dos mil veintitrés (2023).

JORGE A. MORALES CORDERO

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_____

Notario

CONTRATO DE PROMESA RECIPROCA DE COMPRAVENTA

En San Juan, Puerto Rico, a ( ) de mayo de dos mil veinticuatro (2024),

COMPARECEN:

DE LA PRIMERA PARTE: DAVID CARTAGENA GARCIA y MIRIAM PEREZ VALENTIN, ambos mayores de edad, propietarios, casados entre sí y vecinos de Cabo Rojo, Puerto Rico, quienes comparecen en sus respectivas capacidades personales y como representantes de la sociedad legal de bienes gananciales que tienen constituida según las leyes de Puerto Rico y quienes, junto con dicha sociedad legal de bienes gananciales, serán llamados los "VENDEDORES" o la "PARTE VENDEDORA" en adelante en el presente contrato;

DE LA SEGUNDA PARTE: CABO ROJO LAND ACQUISITION LLC (en adelante la "COMPRADORA" o la "PARTE COMPRADORA"), una sociedad de responsabilidad limitada organizada y existente al amparo de las leyes del Estado Libre Asociado de Puerto Rico, con el número de seguro social patronal 66-0920011, representada en este contrato por su Representante Autorizada, GLADYS OMAYRA FONTANEZ REYES, mayor de edad, soltera, abogada y vecina de San Juan, Puerto Rico, quien está debidamente autorizada para representar a la COMPRADORA en el presente contrato, según surge de "Certificate of Resolution of CABO ROJO LAND ACQUISITION LLC", firmado en Nueva York, Estados Unidos de América, por Eileen Sawyer, en su capacidad de gerente de CABO ROJO LAND ACQUISITION LLC, el dos (2) de mayo de dos mil veinticuatro (2024), ante el notario público de Nueva York Eric Orenstein.

DE LA TERCERA PARTE: API BIENES RAICES Y ASOC., INC. (en adelante la "CORREDORA DE LOS VENDEDORES"), una corporación organizada y existente al amparo de las leyes de Puerto Rico, con el número de seguro social patronal 66-0692191, representada en este contrato por su Representante Autorizado, ELVIN ENRIQUE IRIZARRY SANCHEZ, quien es mayor de edad, casado, vecino de Cabo Rojo, Puerto Rico y corredor de bienes raíces con licencia de Puerto Rico número 12917, quien está debidamente autorizado para representar a la CORREDORA DE LOS VENDEDORES en el presente contrato, según surge de "Certificación de Resolución Corporativa de API BIENES RAICES Y ASOC., INC.", suscrita por Elvin Enrique Irizarry Sánchez, en su carácter de Secretario de API BIENES RAICES Y ASOC., INC., el día veintisiete (27) de febrero de dos mil ocho (2008), según afidávit número ocho mil sesenta y ocho (8,068), ante la notaria pública Alice Marie Comas Pérez; y

DE LA CUARTA PARTE: JOSE ENRIQUE PEREZ CRUZ, también conocido como José E. Pérez (en adelante el "CORREDOR DE LA COMPRADORA"), quien es mayor de edad, casado, vecino de Bayamón, Puerto Rico y corredor de bienes raíces con licencia de Puerto Rico número 10478; y libre y voluntariamente

EXPONEN Y CONVIENEN:

PRIMERO: Los VENDEDORES son dueños en pleno y absoluto dominio y tienen la posesión quieta y pacífica de una parcela de terreno localizada el kilómetro 0, hectómetro 005 de la Carretera Puerto Rico 301, en Boquerón, Cabo Rojo, Puerto Rico, la cual tiene la siguiente descripción según el Registro de la Propiedad de Puerto Rico (el "Registro") y la cual será denominada el "INMUEBLE" en adelante en el presente contrato:

> "RUSTICA: Porción de terreno radicado en el Barrio Boquerón de Cabo Rojo, Puerto Rico, con una cabida de SEIS PUNTO MIL TRESCIENTAS TREINTA Y SIETE CUERDAS (6.1337 cdas.), equivalentes a veinticuatro mil ciento siete punto ocho mil novecientos veintiséis (24,107.8926) metros cuadrados. Colindante, por el NORTE, con terrenos de Enrique Carlo Aymat; por el SUR, con los solares cinco (5), seis (6) y un área para dedicarla a uso público; por el ESTE, con terrenos de Willie Zajic; y por el OESTE, con terrenos de Belford Torres."
>
> Es el remanente de la finca luego de deducidas varias segregaciones, según consta de la escritura número doscientos treinta y cinco (235), otorgada en Cabo Rojo, Puerto Rico, el veintisiete (27) de septiembre de dos mil seis (2006), ante el notario público Rafael Doitteau Cruz, inscrita al folio doscientos catorce (214) del tomo novecientos trece (913) de Cabo Rojo, finca número diecinueve mil trescientos cinco (19,305), inscripción segunda (2da.).

El INMUEBLE está inscrito en el Registro de la Propiedad de Puerto Rico, Sección de San Germán (en adelante el "Registro"), al folio doscientos setenta (270) del tomo quinientos diecinueve (519) de Cabo Rojo, finca número diecinueve mil trescientos cinco (19,305).

Los VENDEDORES adquirieron el INMUEBLE, a título de compraventa, mediante escritura número ochenta y siete (87), otorgada en Cabo Rojo, Puerto Rico, el veintisiete (27) de diciembre de dos mil veintitrés (2023), ante el notario público Ramón Guillermo Vélez Rivera, presentada y pendiente de inscripción al Asiento dos mil veinticuatro guión cero cero dos tres seis uno guión S G cero uno (2024-002361-SG01) del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

Según el Registro, el INMUEBLE, por sí, está libre de cargas y gravámenes.

Según el Registro, el INMUEBLE, por su procedencia, está sujeto a una servidumbre a favor de la Autoridad de Energía Eléctrica de Puerto Rico (el "Gravamen Permitido").

SEGUNDO: El número de catastro asignado por el Centro de Recaudación de Ingresos Municipales ("CRIM") al INMUEBLE es el cuatrocientos tres guión cero cero cero guión cero cero dos guión dieciséis guión cero cero cero (403-000-002-16-000).

TERCERO: Mediante el presente contrato y sin necesidad de documento, trámite o acto adicional alguno, los VENDEDORES se comprometen y obligan irrevocablemente a vender el INMUEBLE a la COMPRADORA y la COMPRADORA se compromete y obliga irrevocablemente a comprarle el INMUEBLE a los VENDEDORES, según los términos y condiciones del presente contrato.

CUARTO: La escritura de compraventa del INMUEBLE en virtud del presente contrato (la "ESCRITURA DE COMPRAVENTA") se otorgará ante un notario público escogido por la COMPRADORA, dentro de los trescientos sesenta (360) días calendario consecutivos inmediatamente siguientes a la fecha del otorgamiento del presente contrato.

QUINTO: El precio de compraventa del INMUEBLE ascenderá a la suma alzada ("lump sum") de NOVECIENTOS MIL DÓLARES ($900,000), pagadera de la siguiente forma, y el mismo no estará sujeto a condición o ajuste de clase alguna:

5.1. La suma de CUARENTA Y CINCO MIL DÓLARES ($45,000) ha sido entregada a los VENDEDORES por la COMPRADORA simultáneamente con el otorgamiento del presente contrato, como depósito de buena fe, y, por dicha suma, los VENDEDORES otorgan en este acto el más eficaz recibo y formal carta de pago a favor de la COMPRADORA. Si la ESCRITURA DE COMPRAVENTA no puede otorgarse por razones atribuibles a los VENDEDORES, dicha suma será devuelta por los VENDEDORES a la COMPRADORA, sin intereses. De igual forma, si la ESCRITURA DE COMPRAVENTA no puede otorgarse por razones atribuibles a la COMPRADORA, dicha suma será perdida por la COMPRADORA. Dicha suma de CUARENTA Y CINCO MIL DÓLARES ($45,000) será aplicable al precio de compraventa del INMUEBLE.

5.2. El resto del precio de compraventa, es decir, la suma de OCHOCIENTOS CINCUENTA Y CINCO MIL DÓLARES ($855,000), será pagado en su totalidad por la COMPRADORA a los VENDEDORES, mediante cheque de gerente, simultáneamente con el otorgamiento de la ESCRITURA DE COMPRAVENTA.

SEXTO: Al otorgarse la ESCRITURA DE COMPRAVENTA, los VENDEDORES traspasarán a la COMPRADORA título en pleno y absoluto dominio sobre el INMUEBLE, y la posesión del mismo, libre de cargas, gravámenes y ocupantes, excepto el Gravamen Permitido.

SÉPTIMO: Antes del otorgamiento de la ESCRITURA DE COMPRAVENTA, o simultáneamente con dicho otorgamiento, los VENDEDORES cancelarán todas las

cargas y gravámenes que graven el INMUEBLE, si alguno, con la única excepción de los Gravamen Permitido. Las escrituras públicas de cancelación de dichas cargas y gravámenes, si alguna, se otorgarán ante un notario público escogido por la COMPRADORA.. Los honorarios notariales, sellos, comprobantes y derechos de inscripción de dicha(s) escritura(s) de cancelación, si alguna, serán por cuenta y cargo de los VENDEDORES.

OCTAVO: Según antes se ha expresado, la ESCRITURA DE COMPRAVENTA se otorgará ante un notario público escogido por la COMPRADORA. Los honorarios notariales, sellos en el original y primera copia certificada y derechos de inscripción de la ESCRITURA DE COMPRAVENTA serán por cuenta y cargo de la COMPRADORA.

NOVENO: La CORREDORA DE LOS VENDEDORES ha actuado como corredor e intermediario en la transacción objeto del presente contrato, en representación de los VENDEDORES, y sus honorarios por dichos servicios serán pagados por los VENDEDORES simultáneamente con el otorgamiento de la ESCRITURA DE COMPRAVENTA.

DECIMO: El CORREDOR DE LA COMPRADORA ha actuado como corredor e intermediario en la transacción objeto del presente contrato, en representación de la COMPRADORA, y sus honorarios por dichos servicios, ascendentes a CUARENTA Y CINCO MIL DÓLARES ($45,000), serán pagados por la COMPRADORA simultáneamente con el otorgamiento de la ESCRITURA DE COMPRAVENTA.

UNDECIMO: Las contribuciones sobre la propiedad inmueble y contribución especial (Ley 7), si alguna, correspondientes al INMUEBLE serán por cuenta y cargo de los VENDEDORES hasta la fecha del otorgamiento de la ESCRITURA DE COMPRAVENTA y por cuenta y cargo de la COMPRADORA a partir de entonces.

DUODECIMO: Al otorgarse la ESCRITURA DE COMPRAVENTA, la COMPRADORA comprará el INMUEBLE como está, donde está (“as is, where is”), descansando en su propia inspección del INMUEBLE y no en representación alguna por parte de los VENDEDORES acerca de la condición física del INMUEBLE, la posibilidad de su desarrollo y/o la posibilidad de obtener permisos, aprobaciones y/o endosos para su desarrollo y/o para construcciones en el mismo.

DECIMO TERCERO: Si alguna clausula o disposición del presente contrato fuere declarada nula por algún organismo con la debida jurisdicción y competencia, entonces el resto del contrato permanecerá en pleno vigor y efecto.

DECIMO CUARTO: En el presente contrato se usan indistintamente el plural y el singular, así como el masculino, el femenino, el neutro y los demás géneros.

DECIMO QUINTO: Las partes comparecientes se someten a la jurisdicción exclusiva del Tribunal General de Justicia del Estado Libre Asociado de Puerto Rico en

caso de cualquier reclamación o litigio relacionado con el presente contrato y/o la transacción objeto del mismo.

DECIMO SEXTO: El presente contrato será interpretado según las leyes de Puerto Rico y gobernado por las mismas.

DECIMO SEPTIMO: Este contrato no podrá modificarse verbalmente y solo podrá ser modificado mediante documento firmado por todas las partes aquí comparecientes.

DECIMO OCTAVO: La obligación de la COMPRADORA de comprar el INMUEBLE a tenor con el presente contrato no está condicionada en forma alguna a la obtención de financiamiento y la COMPRADORA representa y garantiza que cuenta con los fondos necesarios para el pago del precio de compraventa del INMUEBLE.

DECIMO NOVENO: Las notificaciones entre las partes en virtud del presente contrato deberán ser por escrito y enviadas por correo electrónico y por correo regular, con copias por correo certificado con acuse de recibo, a las siguientes direcciones de las partes:

A LOS VENDEODRES:

David Cartagena García
Miriam Pérez Valentín
PO Box 3
Cabo Rojo, PR 00623
Correo electrónico: davidcartagena011@gmail.com

A LA COMPRADORA:

CABO ROJO LAND ACQUISITION LLC
733 Third Avenue
New York, NY 10017
Atención: Eileen Sawyer
Correo electrónico: roberto.ruiz@ccgc.com.do

A LA CORREDORA DE LOS VENDEDORES:

API BIENES RAICES & ASOC., INC.
PO Box 445
Cabo Rojo, PR 00623
Correo electrónico: apibienesraices@gmail.com

AL CORREDOR DE LA COMPRADORA:

Calle Cádiz 1218
Puerto Nuevo
San Juan, PR 00920
Atención: José Enrique Pérez Cruz
Correo electrónico: passportre@gmail.com

VIGÉSIMO: Mediante la firma del presente contrato, la COMPRADORA queda autorizada a someter a las entidades y/o agencias gubernamentales pertinentes solicitudes de permisos, aprobaciones y endosos para el desarrollo en el INMUEBLE de parte de un proyecto residencial/turístico, cónsono con la zonificación del INMUEBLE.

VIGÉSIMO PRIMERO: Las partes comparecientes reconocen y acuerdan que el otorgamiento del presente contrato, el precio de compraventa del INMUEBLE, y los demás términos y condiciones contemplados en este contrato constituyen y deben considerarse información confidencial y no serán divulgados a terceras personas sin el expreso consentimiento escrito de las otras partes.

VIGÉSIMO SEGUNDO: El presente contrato podrá ser otorgado en contrapartes ("counterparts") y, una vez que todas las partes hayan firmado al menos una contraparte, todas las contrapartes formarán un solo contrato.

Y PARA QUE ASI CONSTE, las partes suscriben y otorgan el presente contrato, libre y voluntariamente, con el ánimo de quedar legalmente vinculadas y obligadas en virtud del mismo, en San Juan, Puerto Rico, en la fecha que aparece en el encabezamiento del presente contrato.

Los VENDEDORES

_____ _____
David Cartagena García Miriam Pérez Valentín

La COMPRADORA

CABO ROJO LAND ACQUISITION LLC

_____
Por: Gladys Omayra Fontanez Reyes
Representante Autorizada

La CORREDORA DE LOS VENDEDORES

API BIENES RAICES Y ASOC., INC.

_____
Por: Elvin Irizarry Sánchez

El CORREDOR DE LA COMPRADORA

_____
José Enrique Pérez Cruz

Afidávit Número:

Reconocido y suscrito ante mi por David Cartagena García y su esposa, Miriam Pérez Valentín, ambos mayores de edad, casados entre sí, propietarios y vecinos de Cabo Rojo, Puerto Rico, a quienes conozco personalmente. En San Juan, Puerto Rico, hoy _____ ( ) de abril de dos mil veinticuatro (2024).

_____
Notario Público

Afidávit Número:

Reconocido y suscrito ante mi por Gladys Omayra Fontanez Reyes en su carácter de Representante Autorizada de Cabo Rojo Land Acquisition LLC, mayor de edad, soltera, abogada y vecina de San Juan, Puerto Rico, a quien conozco personalmente. En San Juan, Puerto Rico, hoy _____ ( ) de abril de dos mil veinticuatro (2024).

_____
Notario Público

Afidávit Número:

Reconocido y suscrito ante mi por Elvin Irizarry Sánchez en su carácter de Representante Autorizado de API Bienes Raíces y Asoc., Inc., mayor de edad, casado, corredor de bienes raíces y vecino de Cabo Rojo, Puerto Rico, a quien conozco personalmente. En San Juan, Puerto Rico, hoy _____ ( ) de abril de dos mil veinticuatro (2024).

_____
Notario Público

Afidávit Número:

Reconocido y suscrito ante mi por José Enrique Pérez Cruz, mayor de edad, casado, corredor de bienes raíces y vecino de Bayamón, Puerto Rico, a quien conozco personalmente. En San Juan, Puerto Rico, hoy _____ ( ) de abril de dos mil veinticuatro (2024).

_____
Notario Público

CERTIFICO que en la misma fecha y lugar de su otorgamiento expedí primera copia certificada a favor de CABO ROJO LAND ACQUISITION LLC. DOY FE.

M-PLT

Notario(a) Público(a)

---DEED NUMBER TWENTY THREE (23)----------

------ DEED OF OPTION TO PURCHASE REAL ESTATE ------

---In the City of San Juan, Puerto Rico, on this fourteenth (14th) day of May, two thousand twenty four (2024),----------

---------- **BEFORE ME,** ----------

---MARIA DEL ROSARIO PUJOL THOMPSON, Attorney-at-Law and Notary Public in and for the Commonwealth of Puerto Rico, with residence in Guaynabo, Puerto Rico, and offices located at Suite two hundred (200), Puerta del Condado Building, one thousand ninety five (1095) Wilson Street, San Juan, Puerto Rico,----------

---------- **APPEAR:** ----------

---AS THE PARTY OF THE FIRST PART: CPD LLC (hereinafter "Seller"), a limited liability company organized, existing and in good standing in accordance with the laws of the Commonwealth of Puerto Rico, represented herein by its authorized representative, LEE DANIEL CARDONA RODRIGUEZ, who is of legal age, married, business executive and resident of Guaynabo, Puerto Rico, whose authority to represent Seller in this public deed arises from Certificate of Corporate Resolution of CPD LLC signed by Lee Daniel Cardona Rodríguez in his capacity of President of CPD LLC, executed on July thirty first (31st), two thousand twenty (2020), in San Juan, Puerto Rico, affidavit number one thousand three hundred twenty nine (1,329), before notary public Liza Michelle Ramos Santos, an original of which I, the Notary, hereby certify to have had before me, and which, in

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my opinion, is in full compliance with all legal requirements to authorize Lee Daniel Cardona Rodríguez to appear in this public deed on behalf of Seller;----------

---AS THE PARTY OF THE SECOND PART: CABO ROJO LAND ACQUISITION LLC (hereinafter "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of the Commonwealth of Puerto Rico, represented herein by its authorized representative, GLADYS OMAYRA FONTANEZ REYES, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this public deed arises from Certificate of Resolution of CABO ROJO LAND ACQUISITION LLC signed by Eileen Sawyer, in her capacity of Manager of CABO ROJO LAND ACQUISITION LLC, executed on May two (2), two thousand twenty four (2024), in New York, New York, United States of America, before notary public Eric Orenstein, an original of which I, the Notary, hereby certify to have had before me, and which, in my opinion, is in full compliance with all legal requirements to authorize Gladys Omayra Fontanez Reyes to appear in this public deed on behalf of Buyer; and----------

---AS THE PARTY OF THE THIRD PART: Mister **JOSE ENRIQUE PEREZ CRUZ**, also known as José E. Pérez (hereinafter the "Broker"), who is of legal age, married, real estate broker, and resident of Bayamón, Puerto Rico.----------

---I, the Notary, certify that I am personally acquainted with all the appearing parties, and through their statements, I further

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certify as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and accordingly they do hereby----------

----------**STATE AND AGREE:**----------

---**FIRST:** The Property; Title, Liens and Encumbrances.------

-----One. Title. Seller is the sole owner of fee simple ("pleno dominio") and has the possession of the parcel of land described in the Spanish language as follows (hereinafter the "PROPERTY"):----------

---**"RUSTICA:** Parcela número treinta y uno (31), radicada en el Barrio Boquerón del término Municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO (5) CUERDAS, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En linderos: NORTE, con parcela número veintinueve (29) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela, antes, hoy con servidumbre de paso de diez (10) metros de ancho; por el SUR, con la parcela número treinta y nueve (39) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela, antes, hoy con terrenos de José Fas; por el ESTE, con la parcela número sesenta y cuatro (64) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela, antes, hoy con terrenos de José Fas; y por el OESTE, con la parcela número cuarenta y uno (41) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela, antes, hoy con la parcela número ochenta y tres (83). Para uso de fines agrícolas."----------

---The PROPERTY is property number eighteen thousand seven hundred eighty five (18,785), recorded at page two hundred sixty one (261) of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico (the "Registry").----------

---The PROPERTY was acquired by Seller as per Deed

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Number Eighteen (18), executed in Mayaguez, Puerto Rico, on March eight (8), two thousand twenty four (2024), before notary public Camille Rodríguez Franceschini, filed for recording at entry number two thousand twenty four dash zero four two four seven zero dash S G zero one (2024-042470-SG01), of Cabo Rojo, Section of San Germán of the Registry.----------

---The real property tax identification number ("número de catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to the PROPERTY is four zero two dash zero twenty seven dash three hundred twenty seven dash twenty two dash zero zero zero (402-027-327-22-000).----------

---The PROPERTY is subject to the following liens and/or encumbrances:----------

---By its origin, the PROPERTY is free and clear of liens and encumbrances.----------

---By itself, the PROPERTY is free and clear of liens and encumbrances.----------

---SECOND: Buyer wishes to acquire an option to buy the PROPERTY, with all its improvements, rights and annexes, and Seller wishes to grant, and hereby grants, said option to Buyer (hereinafter the "Option"), pursuant to this public instrument and in accordance with the following----------

----------TERMS AND CONDITIONS:----------

-----2.1. The purchase-sale price of the PROPERTY (the "Purchase-Sale Price") will be the lump sum of FOUR HUNDRED THIRTY FIVE THOUSAND DOLLARS

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($435,000) Said FOUR HUNDRED THIRTY FIVE THOUSAND DOLLARS ($435,000) will be paid as follows:----------

----------2.1.1. the sum of FOUR HUNDRED THIRTEEN THOUSAND TWO HUNDRED FIFTY DOLLARS ($413,250) will be payable in full, through manager's checks to the order of the Seller, simultaneously with the execution of the public purchase sale deed whereby Buyer will acquire fee simple title to the PROPERTY and the possession thereof, pursuant to the Option (the "Purchase-Sale Deed").----------

-----2.2. As consideration for the Option, Buyer has paid to Seller, simultaneously with the execution of this public deed or before its execution, the sum of TWENTY ONE THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($21,750), as good faith deposit (the "Deposit"), which will be non-reimbursable, except only as set forth below in this public deed, and which will be credited to the Purchase-Sale Price. Seller hereby acknowledges receipt of the Deposit.----------

-----2.3. The Option is granted for a term of one hundred (100) calendar days, starting on the date of execution of this public deed and ending on August twenty first (21st), two thousand twenty four (2024) (the "Term").----------

-----2.4 Upon the execution of the Purchase-Sale Deed, the Deposit will be credited to the Purchase-Sale Price of the PROPERTY.----------

-----2.5. If the Term ends and Buyer has not bought the PROPERTY within the Term (except for reasons attributable

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to Seller), then the Deposit will be lost by Buyer, and will become the property of Seller, as liquidated damages. If the PROPERTY cannot be bought by Buyer within the Term, for reasons attributable to Seller, then Seller will reimburse the Deposit to Buyer at the end of the Term and Buyer will continue to have the right to purchase the PROPERTY in accordance with the terms and conditions of this Option. The parties acknowledge that reasons attributable to Seller comprise only (i) the denial or inability of Seller to execute the Purchase-Sale Deed within the Term; and (ii) the inability of Seller to deliver to Buyer good title over the PROPERTY, free and clear of liens and encumbrances, except those imposed by laws and/or regulations.----------

-----2.6. The real estate property taxes payable to the Centro de Recaudaciones de Ingresos Muncipales ("CRIM"), and all special taxes (if applicable) of the PROPERTY will be the responsibility of Seller and payable by Seller up to the date of execution of the Purchase-Sale Deed (the "Closing Date"). Thereafter they shall be the responsibility of Buyer and payable by Buyer.----------

-----2.7. The Purchase-Sale Deed shall be executed before a notary public selected by Buyer.----------

-----2.8. Deeds to cancel any liens or encumbrances affecting the PROPERTY existing at the time of execution of the Purchase-Sale Deed, except any permitted encumbrances will be executed no later than the Closing Date, before a notary public selected by Buyer. All fees and

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expenses related to said cancellation(s) and its/their recording in the Registry shall be paid by Seller.----------

-----2.9. Through the Purchase-Sale Deed, Buyer will acquire recordable fee simple title to the PROPERTY and the possession thereof, "as is, where is", free and clear of occupants, liens and encumbrances, except permitted encumbrances disclosed in this deed, if any. During the Term of the Option, Seller will have the possession of the PROPERTY and will be allowed to conduct legal business activities in the PROPERTY.----------

-----2.10. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of this public deed and of the Purchase-Sale Deed will be paid by Buyer.----------

-----2.11. This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them.----------

-----2.12. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of Puerto Rico in the event of any litigation pursuant to this public deed.

-----2.13. All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

------TO SELLER:----------
------CPD LLC ----------
------Urbanización Finca Elena----------
------#86 Almendro Street----------
------Guaynabo, PR 00971----------
------Attention: Lee Daniel Cardona Rodríguez----------
------Electronic Mail: crel15273@gmail.com----------

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------TO BUYER:----------
------CABO ROJO LAND ACQUISITION LLC----------
-------250 Muñoz Rivera Avenue----------
-------Suite 440----------
-------San Juan, PR 00918----------
------Attention: Eileen Sawyer----------
-----Electronic Mail: roberto.ruiz@ccgc.com.do----------

------TO THE BROKER:----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920----------
------Attention: José Enrique Pérez Cruz----------
-----Electronic Mail: passportre@gmail.com----------

-----2.14. Seller represents and warrants to Buyer that, to the best of Seller's knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the PROPERTY, and that the PROPERTY has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----2.15. The appearing parties acknowledge that the Broker, mister José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the subject of this Option. The fees to Mr. Pérez Cruz and his associates, if any, for said service will be the responsibility of Buyer and paid simultaneously with the execution of the Purchase-Sale Deed, only if the Option is exercised by Buyer and Buyer buys the PROPERTY pursuant to the Option. Said fees will amount to TWENTY ONE THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($21,750), equivalent to five percent (5%) of the purchase-sale price of the PROPERTY. Seller will have no

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obligation to pay fees or commissions to the Broker.----------

-----2.16. The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed.----------

-----2.17. In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgement or judicial order, then and in that event the rest of this public deed will continue in full force and effect.

-----2.18. During the Term, Buyer and its employees, agents and/or contractors are authorized to enter the PROPERTY to make studies, identify boundaries, take measurements and make inspections, during business days and hours, and the persons entering the PROPERTY pursuant to this authorization will be responsible for the damages suffered or caused by them in the PROPERTY. Every employee who enters the PROPERTY pursuant to this authorization will be insured by a valid policy of the Puerto Rico State Insurance Fund, and, if applicable, of the "Chauffers' Insurance" or "Seguro Choferil". In addition, Buyer will have in place, during the term of the Option, a public liability insurance policy covering damages caused or suffered in the PROPERTY by the persons who enter it pursuant to this authorization, with a minimum coverage of ONE MILLION DOLLARS ($1,000,000) per occurrence. Seller will appear as co-insured in the policy, together with Buyer.----------

-----2.19. During the Term, Buyer is authorized to seek the approvals, permits and endorsements necessary for the

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development in the PROPERTY of a residential, recreational and tourism project, or of part of a residential, recreational and tourism project, provided the existing zoning of the PROPERTY is not changed, and that such approvals, permits and endorsements (i) comply with the requirements of the existing zoning of the PROPERTY; and (ii) do not negatively affect and/or diminish the value or quality of the PROPERTY. Seller hereby commits to confirm this authorization in writing if required by Buyer, for presentation to the corresponding public or governmental agencies and entities. If the PROPERTY is not purchased by Buyer, all approvals, permits and endorsements obtained by Buyer for the PROPERTY pursuant to the aforesaid authorization, and any studies, map surveys, designs or any other resource used to obtain those permits and approvals, will be transferred and assigned by Buyer to Seller at the end of the Term, at no cost to Seller.----------

-----2.20. The PROPERTY may not be altered during the Term, except only if specifically authorized in advance, in writing, by Seller and Buyer.----------

-----2.21. The Option is not transferable by Seller. Conversely, Buyer is authorized to transfer or assign this agreement and all its rights and obligations hereunder, at the sole option and discretion of Buyer.----------

---THIRD: Additional Documentation. The parties hereto agree to execute and deliver any additional instruments and documents that may be necessary to record the transaction

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contemplated in this deed in the Registry. Any costs and expenses, including attorneys' fees, incurred in connection with the execution of any additional instruments and documents shall be for the account of the Buyer.----------

---**FOURTH:** Request to the Registrar. The Honorable Registrar of the Property of Puerto Rico is respectfully requested to record in the Registry of the Property of Puerto Rico the Option, as set forth in this deed.----------

---**FIFTH:** If Buyer does not purchase the PROPERTY pursuant to the Option (except for reasons attributable to Seller), Buyer will, within thirty (30) consecutive calendar days after the end of the Term, at Buyer's cost and expense, (i) cancel the lien or encumbrance on the PROPERTY created by the Option; and (ii) file for recordation in the Registry any and all documents needed for the recording of said cancellation in the Registry. If the appearance of Seller is required in said cancellation, Seller will appear therein.---------

----------ACCEPTANCE AND WARNINGS----------

---The appearing parties to this deed accept the same as drafted because it has been drawn up in accordance with their stipulations, terms and conditions. I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this deed and they were fully advised by me thereon. Specifically, I advised them of the following:----------

-----(a) That any liens or encumbrances affecting title to the PROPERTY that may be filed for recordation prior to the filing of this deed may be legally binding and could take

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precedence over this deed.----------

-----(b) It is advisable to verify the status of liens and encumbrances on the PROPERTY as they may appear from the Registry on the date hereof and of the adverse consequences which may result from the failure to do so. To this effect, the appearing parties have been warned and advised by the subscribing Notary Public about the following: (i) that the digital system of recordation of the Digital Registry of Immovable Property of the Commonwealth of Puerto Rico provides Access to the Electronic Diary of Daily Operations, the Electronic Book of Recordations, and the Single Book of Liens ("Libro Unico de Embargos") twenty four (24) hours a day, seven (7) days a week for both inquiries and filings which may affect the registration or rights under this deed; (ii) that said electronic books have been reviewed up to the date of the title search prepared for this transaction; and (iii) that the authorizing Notary Public has not consulted the Registry in any way whatsoever after the date of the aforementioned title search, to all of which the appearing parties give their acceptance and compliance, being fully aware of its consequences.----------

-----(c) That this deed was prepared in accordance with title searches (the "Title Search"), prepared by Capital Title Services, LLC, a company engaged in such business, and not by the undersigned Notary. The aforementioned Title Search is dated April seventeen (17), two thousand twenty four (2024).----------

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-----(d) The appearing parties accept the Title Search mentioned above, and are satisfied with the contents thereof. Consequently, the appearing parties release the Notary from any responsibility due to errors or omissions in said Title Search and/or due to any changes in the title to the PROPERTY or in its liens and encumbrances that might occur between the date of the Title Search and the date this deed is presented to the Registry for registration.----------

-----(e) The necessity and convenience of obtaining a negative certification of debt from the Municipal Revenue Collection Center tax rolls (CRIM – Centro de Recaudaciones de Ingresos Municipales) regarding the PROPERTY.----------

-----(f) This deed must be recorded in the appropriate Section of the Registry of the Property of Puerto Rico in order to notify its existence to third-parties.----------

---The appearing parties waived the right which I advised them they had to have witnesses to the execution of this deed; but, upon my advice, made use of their right to read the same, and, finding it drafted to their entire satisfaction, having been advised by me, the Notary, of the pertinent legal warnings and reservations, acknowledging that they have understood this deed in all its parts, fully ratify and confirm the statements contained herein as the true and exact embodiment of their stipulations, terms, and conditions, proceed to sign before me, and to affix their initials on each folio of the same.----------

---And I, the Notary, do hereby CERTIFY AND ATTEST as to my personal knowledge or identification of the appearing

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parties and as to their personal circumstances, in accordance with their statements, as well as to all other things herein contained.----------

---I, the Notary, CERTIFY AND GIVE FAITH.----------

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MORELL · CARTAGENA · DAPENA

JORGE ANTONIO MORALES CORDERO

Plaza 273 Suite 700
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San Juan, PR 00917-1934
787-723-1233; 787-729-1974
jorge.morales@mbcdlaw.com

CERTIFIED COPY OF DEED NUMBER FORTY-TWO (42)

PURCHASE AND SALE

EXECUTED IN SAN JUAN, PUERTO RICO
ON DECEMBER 14, 2023

BEFORE:

JORGE ANTONIO MORALES CORDERO

BY:

DAVID CARTAGENA GARCÍA
MIRIAM PÉREZ VALENTÍN

("SELLERS")

AND

CABO ROJO LAND ACQUISITION LLC

("BUYER")

----------**DEED NUMBER FORTY-TWO (42)**----------

----------**PURCHASE AND SALE** ----------

---In San Juan, Puerto Rico, on this fourteenth (14th) day of December, two thousand twenty-three (2023) ----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with offices and residence in San Juan, Puerto Rico,----------

----------**APPEAR**----------

---AS THE PARTY OF THE FIRST PART: **DAVID CARTAGENA GARCÍA** and **MIRIAM PÉREZ VALENTÍN**, of legal age, married to each other, property owners and residents of Cabo Rojo, Puerto Rico (hereinafter, "Sellers"). ----------

---AS THE PARTY OF THE SECOND PART: **CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of Puerto Rico, represented herein by its Authorized Representative, Gladys Omayra Fontánez Reyes, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, and whose authority to represent Buyer in this public deed arises from the Certificate of Resolution of Buyer, signed by Eileen Sawyer, as Manager of Buyer, on August twenty-three (23), two thousand twenty-three (2023), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engines of the Department of State and the Office of Information Technology Services of the State of New York. I further certify that I have examined the original of the aforesaid Certificate of Resolution of Cabo Rojo Land Acquisition LLC, and that, in my opinion, it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law to

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authorize Ms. Fontánez Reyes to appear herein on behalf of Buyer. ------

---I, the Notary, do hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily ----------

----------**STATE AND AGREE**----------

---**FIRST:** Sellers are the owners in fee simple title ("*pleno dominio*"), and have the possession of the parcel of land described in the Spanish language as follows (hereinafter, the "Property"):----------

---"RUSTICA: Porción de terreno con una cabida de seis (6) cuerdas, equivalentes a dos (2) hectáreas, treinta y cinco (35) áreas, ochenta y dos (82) centiáreas y treinta y cuatro (34) miliáreas, radicada en el barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico. En lindes, por el NORTE, con terrenos propiedad de Enrique Carlo Aymat; por el SUR, con la carretera estatal número trescientos uno (301) que de Cabo Rojo conduce al Faro; por el ESTE, con porción de terreno propiedad de Belford Torres Vélez, antes, hoy James Cuevas; y por el OESTE, con terrenos de Belford Torres Vélez."----------

---The Property is recorded at page 135 of volume 146 of Cabo Rojo, property number 4,523, Section of San Germán of the Registry of Property of Puerto Rico (the "Registry").----------

---The Property was acquired by Sellers pursuant to Deed Number Thirteen (13), executed in Cabo Rojo, Puerto Rico, on March sixteen (16), two thousand twenty-two (2022), before Notary Ramón Guillermo Vélez Rivera, filed and pending recordation at *Karibe* entry 2022-039984-SG01.----------

---The tax identification number ("*número de catastro*") assigned by the Municipal Revenue Collection Center ("CRIM") to the Property is 403-000-002-15-000. ----------

---The Property is subject to the following liens and/or encumbrances:---

---By its origin, the Property is free and clear of liens and encumbrances.

---By itself, the Property is subject to:----------

-----A) Easement in favor of the Puerto Rico Electric Power Authority,

resulting from Eminent Domain proceedings, in accordance with a Resolution issued on December twenty-seven (27), two thousand six (2006) by the Puerto Rico Court of First Instance, San Juan Part, under Civil Case Number KEF2006-0727 (1003), recorded at page 178 of volume 940 of Cabo Rojo, fifth (5tht) inscription (hereinafter, the "Permitted Encumbrance". ----------

---**SECOND:** Sellers granted to Buyer an option to purchase the Property, pursuant to a purchase agreement ("*Contrato de Promesa Recíproca de Compraventa*") executed on August twenty-eight (28), two thousand twenty-three (2023), later amended to extend the term of the option granted thereunder (hereinafter, the "Purchase Agreement"). ------

----------**PURCHASE AND SALE**----------

---**THIRD:** Pursuant to the Purchase Agreement, Sellers hereby sell, convey and transfer fee simple title ("*pleno dominio*") to the Property and the possession thereof to Buyer, and Buyer hereby purchases from Sellers fee simple title to the Property and the possession thereof, in accordance with the following----------

----------**TERMS AND CONDITIONS**----------

-----One: The purchase price is the lump sum of **NINE HUNDRED THOUSAND DOLLARS ($900,000)** (hereinafter, the "Purchase Price"). ----------

-----Two: The Purchase Price is payable as follows: ----------

------(A) The sum of FORTY-FIVE THOUSAND DOLLARS ($45,000) was paid by Buyer to Sellers prior to the execution hereof, as security deposit under the Purchase Agreement, which amount is being applied in its entirety to the Purchase Price. ----------

----------B. The sum of EIGHT HUNDRED FIFTY-FIVE THOUSAND DOLLARS ($855,000) has been paid by Buyer to Sellers concurrently with the execution hereof, through a manager's check issued to the order of Sellers, and Sellers hereby acknowledge receipt thereof in form and

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substance acceptable to Buyer. ----------

-----Three: Buyer shall be entitled to the immediate possession of the Property, without any additional formality, document or request. ---------

-----Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of Sellers and, thereafter, for the account of Buyer. ----------

-----Five: Sellers hereby deliver to Buyer fee simple title to the Property, vacant, and free and clear of all liens, encumbrances or defects, except for the Permitted Encumbrance. ----------

-----Six: Buyer specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) Sellers hereby sell and Buyer hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from Sellers or any of Sellers' agents, employees, members, representatives, attorneys or brokers (each such party, a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by Sellers to Buyer (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof, its facilities, soils, geology, and groundwater; (b) the dimensions, area, and size of the Property; (c) the development or income potential, or rights of or relating to the Property or the adequacy of the Property for any particular purpose, (d) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants,

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conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of Buyer or any other person to obtain any necessary governmental approvals, licenses, or permits for Buyer's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters regarding the operation of the Property. Buyer further acknowledges and agrees that Sellers are under no duty to make any inquiry regarding any matter that may or may not be known to Sellers or any Seller Affiliate. Upon execution of this public deed, Buyer shall assume the risk of adverse matters relating to adverse investigations, and Buyer, upon execution of this public deed, shall be deemed to have waived, relinquished and released Sellers and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which Buyer might have asserted or alleged or may assert or allege in the future against Sellers or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution of this deed.----------

-----Seven: Sellers represent and warrant to Buyer that, to the best of Sellers' knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that, to the best of Sellers' knowledge, the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----Eight: The notarial fees, stamps on the original, stamps on the first certified copy, filing and recording rights of this Deed at the Registry will be paid by Buyer.----------

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-----Nine: This Deed will be interpreted and governed in accordance with the laws of the Commonwealth of Puerto Rico. The appearing parties submit themselves to the exclusive jurisdiction of the Court of First Instance of the Commonwealth of Puerto Rico in the event of any litigation arising out of this Deed.----------

-----Ten: All notices to the parties pursuant to this Deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

----To SELLERS:----------

------David Cartagena García and Miriam Pérez Valentín----------
------PO Box 3----------
------Cabo Rojo, PR 00623 ----------
------Electronic Mail: davidcartagena011@gmail.com ----------

------To BUYER: ----------

------Cabo Rojo Land Acquisition LLC ----------
------733 Third Avenue ----------
------New York, NY 10017----------
------Attention: Eileen Sawyer----------
------Electronic Mail: roberto.ruiz@ccgc.com.do ----------

-----Eleven: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

-----Twelve: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the remaining provisions of this Deed will continue in full force and effect.----------

-----Thirteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver such documents or instruments, public or private, which may be necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any correction deed. Any costs and expenses incurred in connection with the execution

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and registration of any additional instruments and documents shall be for the account of Buyer, except that each party shall bear the fees of their respective counsel.----------

---**THIRD:** The Notary advises Buyer as to the importance of filing the corresponding property tax exemption and/or change of ownership Application before the CRIM, and to obtain, prior to the execution of this deed, a certification indicating whether any sums related to property taxes are owed by Sellers. Pursuant to applicable law, Buyer is responsible for filing at the CRIM the corresponding application for property tax exemption and /or change of ownership, within thirty (30) days from the date of execution hereof. Buyer hereby declares that it is fully aware of the aforementioned obligations and releases the undersigned Notary from this responsibility.----------

----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ---

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions in the preparation of such title abstract. Said title abstract was prepared by Maribel Vargas Ramos on November twenty-four (24), two thousand twenty-three (2023);----------

-----(c) that after the date of such title abstract and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance

and reflects only the state of the Property in the Registry as of the date of the title abstract.----------

-----(d) of the convenience of confirming the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification; ----------

-----(e) of the right of the Buyer to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.;----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property;----------

-----(h) of the importance of recording a copy of this deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this deed is not recorded at the Registry;----------

-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property;----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations;----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading,

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understanding and acceptance of its contents. ----------

-----(l) of the need and consequences to the Sellers of filing the *Planilla Informativas Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles* with the Puerto Rico Treasury Department; and ----------

-----(m) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et seq*., is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Seller, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the seller and its agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed.----------

----------**READING, ACCEPTANCE AND EXECUTION** ----------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their

JORGE A. MORALES CORDERO
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initials on each page thereof. ----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

---Signed, sealed, marked and flourished by the authorizing Notary, Jorge Antonio Morales Cordero. ----------

---Therein also appear the signature of the appearing parties and their initials on the margin of each page. The corresponding internal revenue stamps, legal assistant stamps and the notarial tax stamp are adhered thereon. ----------

---I, the Notary, CERTIFY that the foregoing is a true and exact copy of Deed Number Forty-Two (42), which contains ten (10) pages (folios), the original of which forms part of my protocol of public instruments for the year two thousand twenty-three (2023). ----------

---IN WITNESS WHEREOF, and to deliver to Cabo Rojo Land Acquisition LLC, I issue the first certified copy, which I sign, seal, mark and flourish in San Juan, Puerto Rico, on December fourteen (14), two thousand twenty-three (2023). ----------

JORGE A. MORALES CORDERO
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NOTARY

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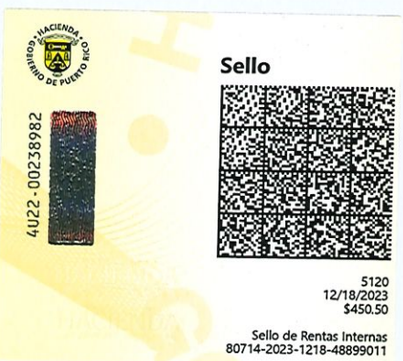





DEPARTAMENTO *de* JUSTICIA

ESTADO LIBRE ASOCIADO DE PUERTO RICO

CERTIFICACIÓN DEL NOTARIO QUE PRESENTA DOCUMENTO EN EL REGISTRO DE LA PROPIEDAD INMOBILIARIA DE PUERTO RICO POR LA VÍA TELEMÁTICA

CERTIFICO: Que la copia en formato PDF de la Escritura Núm. Cuarenta y Dos (42) sobre "Purchase and Sale", autorizada por mí en San Juan el catorce (14) de diciembre de dos mil veintitrés (2023), que estoy presentando en esta fecha en el Registro de la Propiedad, es una copia fiel y exacta de la copia certificada de dicha escritura.

En San Juan, Puerto Rico, hoy dieciocho (18) de diciembre de dos mil veintitrés (2023).

JORGE A. MORALES CORDERO
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_____
Notario

CERTIFICO que en la misma fecha y lugar de su otorgamiento expedí primera copia certificada a favor de PR Investco LLC. DOY FE. ----------

Notario(a) Público(a)

Mediante la presente Escritura se inicia el Tomo Uno (1) de mi Protocolo de Instrumentos Públicos del año dos mil veintitrés (2023), hoy día veintidós (22) de febrero de dos mil veintitrés (23).----------

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----DEED NUMBER ONE (1)----------

------ DEED OF OPTION TO PURCHASE REAL ESTATE ------

---In the City of San Juan, Puerto Rico, on this twenty second (22nd) day of February, two thousand twenty three (2023),-------

---------- BEFORE ME, ----------

---FRANCISCO PUJOL MENESES, Attorney-at-Law and Notary Public in and for the Commonwealth of Puerto Rico, with residence in San Juan, Puerto Rico, and offices located at Suite two hundred (200), Puerta del Condado Building, one thousand ninety five (1095) Wilson Street, San Juan, Puerto Rico,--------

---------- APPEAR: ----------

---AS PARTY OF THE FIRST PART: FERNANDO ALBERTO DIEZ ANTONGIORGI and his wife, ARLENE DIVINA RAMIREZ KURTZ, both of legal age, married to each other, attorney at law and property owner respectively, and residents of Cabo Rojo, Puerto Rico (hereinafter "Diez"), who appear herein in their respective personal capacities and as representatives of the conjugal partnership constituted by and

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between them;----------

---AS PARTY OF THE SECOND PART: LOMA LINDA, S.E. (hereinafter "Loma Linda"), a special partnership organized and existing pursuant to the laws of Puerto Rico, constituted as per deed number four (4), executed in Mayaguez, Puerto Rico, on June first (1st), two thousand four (2004), before notary public Jaime E. Sepúlveda Seda, represented herein by its Administrator, FERNANDO ALBERTO DIEZ ANTONGIORGI, who is of legal age, married, attorney at law and resident of Cabo Rojo, Puerto Rico. The capacity of Fernando Alberto Diez Antongiorgi to represent Loma Linda in this public deed arises from Certificate of Unanimous Consent of all the Members of Loma Linda, signed by all the members of the Loma Linda, executed on December twenty six (26), two thousand twenty two (2022), in Cabo Rojo, Puerto Rico, an original of which I, the Notary, hereby certify to have had before me, and which, in my opinion, is in full compliance with all legal requirements to authorize Fernando Alberto Diez Antongiorgi to appear in this public deed on behalf of Loma Linda;----------

---Diez and Loma Linda will be referred jointly hereinafter as "Sellers".----------

---AS PARTY OF THE THIRD PART: PR INVESTCO LLC (hereinafter "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of the State of Delaware, United States of America, represented herein by its authorized representative, MS. GLADYS OMAYRA FONTANEZ REYES, who is of legal age, single,

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attorney-at-law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this public deed arises from Certificate of Resolution of PR INVESTCO LLC signed by Eileen Sawyer in her capacity of Manager of PR INVESTCO LLC, executed on January thirtieth (30th), two thousand twenty three (2023), in New York, New York, United States of America, before notary public Eric Orenstein, an original of which I, the Notary, hereby certify to have had before me, and which, in my opinion, is in full compliance with all legal requirements to authorize Ms. Gladys Omayra Fontanez Reyes to appear in this public deed on behalf of Buyer; and---

---**AS THE PARTY OF THE FOURTH PART:** Mister **JOSE ENRIQUE PEREZ CRUZ**, also known as José E. Pérez (hereinafter the "Broker"), who is of legal age, married, real estate broker, and resident of Bayamón, Puerto Rico.----------

---I, the Notary, certify that I am personally acquainted with all parties, and through their statements, I further certify as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and accordingly they do hereby----------

----------STATE AND AGREE----------

---**FIRST:** The Property; Title, Liens and Encumbrances.-------

-----One. Title. Diez is the sole owner in fee simple ("pleno dominio") and has the possession of the parcels of land described in the Spanish Language as follows (hereinafter "PROPERTY ONE (1)", "PROPERTY TWO (2)" and

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"PROPERTY THREE (3)":----------

----------PROPERTY ONE (1)----------

---"**RUSTICA:** Parcela marcada con el Número Cuarenta y Cuatro (44) de la finca Bahía Bonita, radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de veintiún mil setecientos dieciocho metros sesenta y tres decímetros cuadrados (21,718.63 m.c.). En linderos: NORTE, con la Parcela Número Cuarenta y Tres (43); SUR, con la Parcela Número Cuarenta y Cinco (45) y con la Parcela Número Ciento Diez que contiene parte de la servidumbre de paso para su acceso de quince (15) metros de ancho de los cuales siete punto cincuenta (7.50) metros pertenecen a esta parcela; ESTE, con la Parcela Número Ciento Doce (112), la cual contiene parte de la servidumbre de paso para su acceso de quince (15) metros de ancho; OESTE, con Monte Carlo Development Corporation. Esta parcela está afectada por una servidumbre de paso compuesta de setecientos cuarenta y dos punto treinta y dos metros cuadrados (742.32 m.c.), la cual se compone de siete punto cincuenta (7.50) metros lineales de ancho por noventa y cuatro punto treinta y seis (94.36) metros lineales de largo por su colindancia Sur.--------
---Rectificada la cabida por haber sido objeto de mensura por el Agrimensor Frank Lozada Díaz, con licencia número cinco mil setecientos ochenta y siete (5,787), certificada mediante declaración jurada quince mil doscientos noventa y nueve (15,299), del diez (10) de febrero de dos mil cuatro (2004), ante el notario Luis Roberto Santos y Escritura Número Veintinueve (29), otorgada en Mayagüez, Puerto Rico, el día trece (13) de febrero de dos mil cuatro (2004), ante el mismo notario. Inscrita al folio ciento cincuenta y cuatro (154), vuelto, del tomo ochocientos cuarenta y uno (841) de Cabo Rojo, inscripción cuarta (4ta.)."----------

---PROPERTY ONE (1) is property number eighteen thousand seven hundred ninety two (18,792), recorded at page one hundred fifty four (154), of volume eight hundred forty one (841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

---PROPERTY ONE (1) was acquired by Diez, as per Deed Number Twenty Three (23), executed in Cabo Rojo, Puerto Rico, on December twenty nine (29), two thousand eleven (2011), before notary public Carlos Wilfredo Lamboy Santiago, presented at entry number two thousand nineteen

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dash one two zero four four nine dash S G zero one (2019-120449-SG01), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

---The real property tax identification number ("número de catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to PROPERTY ONE (1) is four zero two dash zero zero nine dash three twenty seven dash eighty five dash zero zero zero (402-009-327-85-000).----------

---PROPERTY ONE (1) is subject to the following liens and/or encumbrances:----------

---By its origin, PROPERTY ONE (1) is free and clear of liens and encumbrances.----------

---By itself, PROPERTY ONE (1) is subject to the following liens and encumbrances:----------

-----(A) Restrictive covenants about use and edification, constituted as per Deed Number One Hundred Thirty Three (133), executed in Mayaguez, Puerto Rico, on November twenty (20), two thousand three (2003), before notary public Luis Roberto Santos, recorded at page one hundred fifty four (154), of volume eight hundred forty one (841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, parcel number eighteen thousand seven hundred ninety two (18,792), third (3rd) recording.----------

-----(B) Mortgage guaranteeing six (6) mortgage notes, in favor of its bearer, in the principal sum of two hundred seventy five thousand dollars ($275,000). The six (6) mortgage notes are described as follows: Mortgage Note One (1), in the principal sum of fifty thousand dollars

($50,000), due on May fourteen (14), two thousand five (2005), with interest rate at five percent (5%) per annum; Mortgage Note Two (2), in the principal sum of fifty thousand dollars ($50,000), due on May fourteen (14), two thousand six (2006), with interest rate at five percent (5%) per annum; Mortgage Note Three (3), in the principal sum of fifty thousand dollars ($50,000), due on May fourteen (14), two thousand seven (2007), with interest rate at five percent (5%) per annum; Mortgage Note Four (4), in the principal sum of fifty thousand dollars ($50,000), due on May fourteen (14), two thousand eight (2008), with interest rate at five percent (5%) per annum; Mortgage Note Five (5), in the principal sum of fifty thousand dollars ($50,000), due on May fourteen (14), two thousand nine (2009), with interest rate at five percent (5%) per annum; and Mortgage Note Six (5), in the principal sum of twenty five thousand dollars ($25,000), due on May fourteen (14), two thousand ten (2010), with interest rate at five percent (5%) per annum, constituted by Deed Number Seventy Seven (77), executed in Mayaguez, Puerto Rico, on May fourteen (14), two thousand four (2004), before notary public Luis Roberto Santos, recorded at the overleaf of page one hundred fifty four (154), of volume eight hundred forty one (841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, parcel number eighteen thousand seven hundred ninety two (18,792), sixth (6th) and last recording.----------

----------PROPERTY TWO (2)----------

---**"RUSTICA:** Parcela marcada con el Número Cincuenta y

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Ocho (58) de la finca Bahía Bonita, radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida de veinte mil quinientos noventa y tres metros cuarenta decímetros cuadrados (20,593.40), equivalentes a cinco (5) cuerdas con dos mil trescientos noventa y cinco diez milésimas de otra (5.2395 cdas.). En linderos: NORTE, con la Parcela Número Cincuenta y Nueve (59) que contiene la servidumbre de paso para su acceso de quince (15) metros de ancho para esta parcela; SUR, con la Parcela Número Treinta y Cuatro (34) que contiene la servidumbre de paso para su acceso de quince (15) metros de ancho para esta parcela; ESTE, con la Parcela Número Cincuenta y Siete (57); OESTE, con las Parcelas Número Ciento Nueve (109), Ciento Once (111) y Cuarenta y Seis (46), las cuales todas contienen parte de la servidumbre de paso para su acceso de quince (15) metros de ancho de los cuales siete punto cincuenta (7.50) metros pertenecen a esta parcela. Esta parcela está afectada por una servidumbre de paso compuesta de mil seiscientos cuarenta y siete punto noventa y seis metros cuadrados (1,647.96 m.c.) la cual se compone de siete punto cincuenta (7.50) metros lineales de ancho por doscientos veinte punto treinta y dos (220.32) metros lineales de largo por su colindancia Oeste.----------

---Rectificada la cabida por haber sido objeto de mensura por el Agrimensor Frank Lozada Díaz, con licencia número cinco mil setecientos ochenta y siete (5,787), certificada mediante declaración jurada quince mil trescientos (15,300), del diez (10) de febrero de dos mil cuatro (2004), ante el notario Luis Roberto Santos y Escritura Número Treinta y Siete (37), otorgada en Mayagüez, Puerto Rico, el día uno (1) de marzo de dos mil cuatro (2004), ante el mismo notario. Inscrita al folio ciento noventa y tres (193), vuelto, del tomo ochocientos cuarenta y uno (841) de Cabo Rojo, inscripción cuarta (4ta.).”-

---PROPERTY TWO (2) is property number eighteen thousand seven hundred ninety six (18,796), recorded at page one hundred ninety three (193), of volume eight hundred forty one (841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

---PROPERTY TWO (2) was acquired by Diez, as per Deed Number Twenty Four (24), executed in Cabo Rojo, Puerto Rico, on December twenty nine (29), two thousand eleven (2011), before notary public Carlos Wilfredo Lamboy Santiago, presented at entry number two thousand nineteen

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dash one two nine four four nine S G zero one (2019-129449-SG01), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico. Said deed was clarified by Deed Number Twenty Three (23), , executed in Cabo Rojo, Puerto Rico, on December twenty six (26), two thousand twenty two (2022), before notary public Carlos Wilfredo Lamboy Santiago, presented at entry two thousand twenty two dash one six five one six two dash "S" "G" zero one (2022-165162-SG01) of Cabo Rojo, First Section of San Germán of the Registry of the Property of Puerto Rico.----------

---The real property tax identification number ("número de catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to PROPERTY TWO (2) is four zero two dash zero zero nine dash three twenty seven dash sixty nine dash zero zero zero (402-009-327-69-000).----------

---PROPERTY TWO (2) is subject to the following liens and/or encumbrances:----------

---By its origin, PROPERTY TWO (2) is free and clear of liens and encumbrances.----------

---By itself, PROPERTY TWO (2) is subject to the following liens and encumbrances:----------

-----(A) Restrictive covenants about use and edification, constituted as per Deed Number One Hundred Thirty Three (133), executed in Mayaguez, Puerto Rico, on November twenty (20), two thousand three (2003), before notary public Luis Roberto Santos, recorded at the overleaf of page one hundred ninety three (193), of volume eight hundred forty one

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(841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, parcel number eighteen thousand seven hundred ninety six (18,796), third (3rd) recording.----------

-----(B) Mortgage guaranteeing six (6) mortgage notes, in favor of its bearer, in the principal sum of three hundred thousand dollars ($300,000), with interest rate at twelve per cent (12%) per annum over the prevailing Prime Rate and due upon demand, constituted by Deed Number Sixteen (16), executed in Bayamón, Puerto Rico, on May fourteen (14), two thousand eight (2008), before notary public Edwin Gutiérrez Torres, recorded at the overleaf of page one hundred ninety three (193), of volume eight hundred forty one (841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, parcel number eighteen thousand seven hundred ninety six (18,796), fifth (5th) and last recording.-------

----------PROPERTY THREE (3)----------

---**"RUSTICA:** Parcela marcada con el Número Cincuenta y Nueve (59) del Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida cinco cuerdas (5 cdas.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En linderos: NORTE, con la Parcela Número Sesenta (60) y servidumbre de paso de diez (10) meteros de ancho de los cuales cinco (5) metros pertenecen a esta parcela; SUR, con la Parcela Número Cincuenta y Ocho (58) y servidumbre de paso de diez (10) metros de ancho de los cuales cinco (5) metros pertenecen a esta parcela; ESTE, con la Sucesión Morales Díaz; y OESTE, con la Parcela Número Cuarenta y Seis (46) y servidumbre de paso de diez (10) metros de ancho de los cuales cinco (5) metros pertenecen a esta parcela."----------

---PROPERTY THREE (3) is property number eighteen thousand seven hundred ninety seven (18,797), recorded at page one hundred ninety nine (199), of volume eight hundred

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forty one (841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

---PROPERTY THREE (3) was acquired by Diez, as per Deed Number Twenty Six (26), executed in Cabo Rojo, Puerto Rico, on December twenty nine (29), two thousand eleven (2011), before notary public Carlos Wilfredo Lamboy Santiago, presented at entry number two thousand twenty two dash one six five seven nine six "S""G" zero one (2022-165796-SG01), of Cabo Rojo, First Section of San Germán of the Registry of the Property of Puerto Rico, clarified by Deed Number Twenty Four (24), of December twenty six (26), two thousand twenty two (2022), executed in Cabo Rojo, Puerto Rico, before notary public Carlos Wilfredo Lamboy Santiago, presented at entry number two thousand twenty two dash one six five seven nine six "S""G" zero one (2022-165796-SG01), of Cabo Rojo, First Section of San Germán of the Registry of the Property of Puerto Rico.----------

---The real property tax identification number ("número de catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to PROPERTY THREE (3) is four zero two dash zero zero nine dash three twenty seven dash seventy one dash zero zero zero (402-009-327-71-000).----------

---PROPERTY THREE (3) is subject to the following liens and/or encumbrances:----------

---By its origin, PROPERTY THREE (3) is free and clear of liens and encumbrances.----------

---By itself, PROPERTY THREE (3) is subject to the following liens and encumbrances:----------

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-----(A) Restrictive covenants about use and edification, constituted as per Deed Number One Hundred Thirty Three (133), executed in Mayaguez, Puerto Rico, on November twenty (20), two thousand three (2003), before notary public Luis Roberto Santos, recorded at page one hundred ninety nine (199), of volume eight hundred forty one (841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, parcel number eighteen thousand seven hundred ninety seven (18,797), third (3rd) recording.----------

-----(B) Mortgage guaranteeing six (6) mortgage notes, in favor of its bearer, in the principal sum of one million five hundred seventy one thousand four hundred twenty eight dollars and fifty four cents ($1,571,428.54), of which one hundred forty two thousand eight hundred fifty seven dollars with fourteen cents ($142,857.14) corresponds or encumbers to PROPERTY THREE (3), with no interest and due upon demand, constituted by Deed Number Fifty Nine (59), executed in Mayaguez, Puerto Rico, on April six (6), two thousand four (2004), before notary public Luis Roberto Santos, recorded at page one hundred ninety nine (199), of volume eight hundred forty one (841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, parcel number eighteen thousand seven hundred ninety seven (18,797), fifth (5th) and last recording. PROPERTY THREE (3) was released from this mortgage pursuant to Deed Number Forty (40), executed in Mayaguez, Puerto Rico, on July ten (10), two thousand ten (2010), before notary public Luis Roberto Santos, presented for recording at entry two

thousand twenty two dash one five one nine five six dash "S" "G" zero one (2022-151956-SG01) of the First Section of San Germán of the Registry of the Property of Puerto Rico.----------

-----Two: Loma Linda is the sole owner in fee simple ("pleno dominio") and has the possession of the parcel of land described in the Spanish language as follows (hereinafter "PROPERTY FOUR (4)":----------

----------PROPERTY FOUR (4)----------

---"**RUSTICA:** Parcela marcada con el Número Sesenta (60) de la finca Bahía Bonita, radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida de diecinueve mil setecientos seis metros noventa y dos decímetros cuadrados (19,706.92 m.c.), equivalentes a cinco punto cero uno cuatro cero cuerdas (5.0140 cdas.). En linderos: NORTE, con la Parcela Número Sesenta y Uno (61) la cual contiene parte de la servidumbre de paso para su acceso de quince (15) metros de ancho; SUR, con la Parcela Número Cincuenta y Nueve (59) que contiene la servidumbre de paso para su acceso de quince (15) metros de ancho para esta parcela; ESTE, con finca de los Ramírez de Arellano; y OESTE, con las Parcelas Número Ciento Cuatro (104) y Ciento Nueve (109) las cuales ambas contienen parte de la servidumbre de paso para su acceso de quince (15) metros de ancho de los cuales siete punto cincuenta (7.50) metros pertenecen a esta parcela. Esta finca está afectada por una servidumbre de paso compuesta de mil veintiocho punto veintiuno metros cuadrados (1,028.21 m.c.) la cual se compone de siete punto cincuenta (7.50) metros lineales de ancho por ciento treinta y siete punto catorce (137.14) metros lineales de largo por su colindancia Oeste.----------

---Rectificada la cabida por haber sido objeto de mensura por el Agrimensor Frank Lozada Díaz, con licencia número cinco mil setecientos ochenta y siete (5787), certificada mediante declaración jurada número quince mil trescientos uno (15,301) del diez (10) de febrero de dos mil cuatro (2004), ante el notario Luis Roberto Santos y Escritura Número Treinta y Ocho (38), otorgada en Mayagüez, Puerto Rico, el uno (1) de marzo de dos mil cuatro (2004), ante el mismo notario e inscrita al folio doscientos dos (202), del tomo ochocientos cuarenta y uno (841) de Cabo Rojo, Sección de San Germán del Registro de la Propiedad de Puerto Rico, finca número dieciocho mil setecientos noventa y ocho (18,798), inscripción cuarta (4ta.).----------

---PROPERTY FOUR (4) is property number eighteen thousand seven hundred ninety eight (18,798), recorded at

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page number two hundred and two (202), of volume eight hundred forty one (841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

---PROPERTY FOUR (4) was acquired by Loma Linda pursuant to Deed Number Ninety Six (96), executed in Mayaguez, Puerto Rico, on June eight (8), two thousand four (2004), before notary public Luis Roberto Santos, recorded at page two hundred and two (202), of volume eight hundred forty one (841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, parcel number eighteen thousand seven hundred ninety eight (18,798), fifth (5th) recording.----------

---The real property tax identification number ("número de catastro") assigned by the Muncipal Revenue Collection Center ("CRIM") to PROPERTY FOUR (4) is four zero two dash zero zero nine dash three hundred twenty seven dash seventy two dash zero zero zero (402-009-327-72-000).-------

---PROPERTY FOUR (4) is subject to the following liens and/or encumbrances:----------

---By its origin, PROPERTY FOUR (4) is free and clear of liens and encumbrances.----------

---By itself, PROPERTY FOUR (4) is subject to the following liens and encumbrances.----------

-----(A) Restrictive covenants about use and edification, constituted as per Deed Number One Hundred Thirty Three (133), executed in Mayaguez, Puerto Rico, on November twenty (20), two thousand three (2003), before notary public Luis Roberto Santos, recorded at page two hundred and two

(202), of volume eight hundred forty one (841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, parcel number eighteen thousand seven hundred ninety eight (18,798), third (3rd) recording.----------

-----(B) Mortgage guaranteeing six (6) mortgage notes, in favor of its bearer, in the principal sum of three hundred thousand dollars ($300,000), with no interest and due on June eight (8), two thousand nine (2009), constituted by Deed Number Ninety Seven (97), executed in Mayaguez, Puerto Rico, on June eight (8), two thousand four (2004), before notary public Luis Roberto Santos, recorded at the overleaf of page two hundred and two (202), of volume eight hundred forty one (841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, parcel number eighteen thousand seven hundred ninety eight (18,798), fifth (5th) and last recording.----------

---PROPERTY ONE (1), PROPERTY TWO (2), PROPERTY THREE (3) and PROPERTY FOUR (4) will be jointly referred to hereinafter as the "Property".----------

---SECOND: Buyer wishes to acquire an option to buy the Property, with all its improvements, and rights and annexes, and Sellers wish to grant, and hereby grant, said option to Buyer (hereinafter the "Option"), which is done pursuant to this public instrument and in accordance with the following-----

----------TERMS AND CONDITIONS:----------

-----2.1. The purchase-sale price of the Property will be the lump sum of TWO MILLION ONE HUNDRED FIFTY THOUSAND DOLLARS ($2,150,000), of which SIX

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HUNDRED THOUSAND DOLLARS ($600,000) correspond to PROPERTY ONE (1), TWO HUNDRED THIRTY THOUSAND DOLLAS ($230,000) correspond to PROPERTY TWO (2), THREE HUNDRED NINETY FIVE THOUSAND TWO HUNDRED AND SIXTY NINE DOLLARS ($395,269) correspond to PROPERTY THREE (3) and NINE HUNDRED TWENTY FOUR THOUSAND SEVEN HUNDRED THIRTY ONE DOLLARS ($924,731) correspond to PROPERTY FOUR (4). Said TWO MILLION ONE HUNDRED FIFTY THOUSAND DOLLARS ($2,150,000) will be paid as follows:----------

----------2.1.1. the sum of TWO MILLION FORTY TWO THOUSAND FIVE HUNDRED DOLLARS ($2,042,500) will be payable in full, through manager's checks to the order of the Sellers, simultaneously with the execution of the purchase sale public deed whereby Buyer will acquire fee simple title to the Property and the possession thereof, pursuant to the Option (the "Purchase-Sale Deed"). Of said TWO MILLION FORTY TWO THOUSAND FIVE HUNDRED DOLLARS ($2,042,500), FIVE HUNDRED SEVENTY THOUSAND SIXTY ONE DOLLARS WITH SEVENTY FIVE CENTS ($570,061.75), will correspond and be allocated to Diez and PROPERTY ONE (1), TWO HUNDRED EIGHTEEN THOUSAND FIVE HUNDRED FORTY SEVEN DOLLARS WITH FIFTY CENTS ($218,547.50), will correspond and be allocated to Diez and PROPERTY TWO (2), THREE HUNDRED SEVENTY FIVE THOUSAND FOUR HUNDRED ELEVEN DOLLARS WITH FIFTY CENTS ($375,411.50), will

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correspond and be allocated to Diez and PROPERTY THREE (3), and EIGHT HUNDRED SEVENTY EIGHT THOUSAND FOUR HUNDRED SEVENETY NINE DOLLARS WITH TWENTY FIVE CENTS ($878,479.25), will correspond and be allocated to Loma Linda and PROPERTY FOUR (4).----------2.2. As consideration for the Option, Buyer has paid to Seller, simultaneously with the execution of this public deed or before its execution, the sum of ONE HUNDRED SEVEN THOUSAND FIVE HUNDRED DOLLARS ($107,500), as good faith deposit (the "Initial Deposit"), which will be non-reimbursable, except only as set forth below in this public deed. Sellers hereby acknowledge receipt of the Deposit. The Deposit is distributed and allocated among the four (4) parcels which comprise the Property as follows:----------The deposit to Diez for PROPERTY ONE (1) consists of THIRTY THOUSAND THREE DOLLARS WITH TWENTY FIVE CENTES ($30,003.25).----------The deposit to Diez for PROPERTY TWO (2) consists of ELEVEN THOUSAND FIVE HUNDRED TWO DOLLARS WITH FIFTY CENTS ($11,502.50).----------The deposit to Diez for PROPERTY THREE (3) consists of NINETEEN THOUSAND SEVEN HUNDRED FIFTY EIGHT DOLLARS WITH FIFTY CENTS ($19,758.50).----------The deposit to Loma Linda for PROPERTY FOUR (4) consists of FORTY SIX THOUSAND TWO HUNDRED THIRTY FIVE DOLLARS WITH SEVENTY FIVE CENTS ($46,235.75).----------

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-----2.3. The Option is granted for an initial term of one (1) year, starting on the date of execution of this public deed and ending on February twenty second (22nd), two thousand twenty four (2024) (the "Initial Term"). The Initial Term may be extended only as set forth hereinafter.----------

-----2.4 Upon the execution of the Purchase-Sale Deed, the Initial Deposit will be credited to the purchase-sale price of the Property.----------

-----2.5 The Initial Term may be extended up to one (1) additional year, up to the first (1st) anniversary of the maturity of the Initial Term, provided (i) Buyer requests said extension in writing on or before the maturity of the Initial Term; (ii) Buyer pays Sellers, on or before the maturity of the Initial Term, an additional amount of ONE HUNDRED SEVENTY TWO THOUSAND DOLLARS ($172,000) which will be distributed and allocated among the four (4) parcels which comprise the Property as follows (the "Second Deposit"):----------

---------The sum of FORTY EIGHT THOUSAND FIVE DOLLARS WITH TWENTY CENTS ($48,005.20), will correspond and be allocated to Diez and PROPERTY ONE (1).----------

---------The sum of EIGHTEEN THOUSAND FOUR HUNDRED AND FOUR DOLLARS ($18,404), will correspond and be allocated to Diez and PROPERTY TWO (2).----------

---------The sum of THIRTY ONE THOUSAND SIX HUNDRED THIRTEEN DOLLARS WITH SIXTY CENTS ($31,613.60), will correspond and be allocated to Diez and PROPERTY THREE (3).----------

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----------The sum of SEVENTY THREE THOUSAND NINE HUNDRED SEVENTY SEVEN DOLLARS WITH TWENTY CENTS ($73,977.20), will correspond and be allocated to Loma Linda and PROPERTY FOUR (4).----------

---The Initial Term, as extended, if extended, shall be hereinafter referred to as the "Term".----------

---The Initial Deposit and the Second Deposit, shall be hereinafter jointly referred to as the "Deposit").----------

-----2.6. If the Term ends and Buyer has not bought the Property within the Term (except for reasons attributable to Sellers), then the Deposit will be lost by Buyer, and will become the property of Sellers, as liquidated damages. If the Property cannot be bought by Buyer within the Term, for reasons attributable to Sellers, then Sellers will reimburse the Deposit to Buyer at the end of the Term. The parties acknowledge that reasons attributable to Sellers comprise only (i) the denial or inability of Sellers to execute the Purchase-Sale Deed within the Term; and (ii) the inability of Sellers to deliver to Buyer good title over the Property, free and clear of liens and encumbrances, except those imposed by its origin, laws and/or regulations.----------

-----2.7. The real estate property taxes payable to the Centro de Recaudaciones de Ingresos Muncipales ("CRIM"), and all special taxes (if applicable) of the Property will be the responsibility of Sellers and payable by Sellers up to the date of execution of the Purchase-Sale Deed (the "Closing Date"). Thereafter they shall be the responsibility of Buyer and payable by Buyer.----------

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-----2.8. The Purchase-Sale Deed shall be executed before a notary public selected by Buyer.----------

-----2.9. Deeds to cancel any liens or encumbrances affecting the Property existing at the time of execution of the Purchase-Sale Deed, except any permitted encumbrances will be executed no later than the Closing Date, before a notary public selected by Buyer.----------

-----2.10. Through the Purchase-Sale Deed, Buyer will acquire recordable fee simple title to the Property and the possession thereof, "as is, where is", free and clear of occupants, liens and encumbrances, except permitted encumbrances disclosed in this deed, if any. During the Term of the Option, Seller will have the possession of the Property and will be allowed to conduct legal business activities in the Property.----------

-----2.11. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of the Property of Puerto Rico of this public deed and of the Purchase-Sale Deed will be paid by Buyer.----------

-----2.12. The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of the Property of the deeds of cancellation mentioned in Section 2.9, above (if any) shall be paid by Seller.----------

-----2.13. This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them.----------

-----2.14. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of Puerto Rico in the event of any litigation pursuant to this public deed.

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-----2.15. All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

------TO SELLERS:----------
------Fernando Alberto Diez Antongiorgi ----------
------Arlene Divina Ramírez Kurtz----------
------Loma Linda, S.E.----------
------Urbanización Borinquen N-16----------
------Juan Morel Campos----------
------Cabo Rojo, PR 00623----------
------Electronic Mail: fdo10@aol.com----------

------TO BUYER:----------
------PR INVESTCO LLC----------
-------733 Third Avenue----------
-------New York, NY 10017----------
------Attention: Eileen Sawyer----------
-----Electronic Mail: roberto.ruiz@ccgc.com.do----------

------TO THE BROKER:----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920----------
------Attention: José Enrique Pérez Cruz----------
-----Electronic Mail: passportre@gmail.com----------

-----2.16. Sellers represents and warrants to Buyer that, to the best of Sellers' knowledge, in the Property there are no toxic, dangerous, contaminated or contaminating substances, and that the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----2.17. The appearing parties acknowledge that the Broker, mister José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the subject of this Option. The fees to Mr. Pérez Cruz

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and his associates, if any, for said service will be the responsibility of Buyer and paid simultaneously with the execution of the Purchase-Sale Deed, only if the Option is exercised by Buyer and Buyer buys the Property pursuant to the Option. Said fees will amount to ONE HUNDRED SEVEN THOUSAND FIVE HUNDRED DOLLARS ($107,500), equivalent to five percent (5%) of the purchase-sale price of the Property.----------

-----2.18. The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed.----------

-----2.19. In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgement or judicial order, then and in that event the rest of this public deed will continue in full force and effect.

-----2.20. During the Term, Buyer and its employees, agents and/or contractors are authorized to enter the Property to make studies, identify boundaries, take measurements and make inspections, during business days and hours, and the persons entering the Property pursuant to this authorization will be responsible for the damages suffered or caused by them in the Property. Every employee who enters the Property pursuant to this authorization will be insured by a valid policy of the Puerto Rico State Insurance Fund, and, if applicable, of the "Chauffers' Insurance" or "Seguro Choferil". In addition, Buyer will have in place, during the term of the Option, a public liability insurance policy covering damages caused or suffered in the Property by the persons who enter it

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pursuant to this authorization, with a minimum coverage of ONE MILLION DOLLARS ($1,000,000) per occurrence. Sellers will appear as co-insured in the policy, together with Buyer.----------

-----2.21. During the Term, Buyer is authorized to seek the approvals, permits and endorsements necessary for the development in the Property of a residential, recreational and tourism project, or of part of a residential, recreational and tourism project, provided the existing DTS zoning of the Property is not changed, and that such approvals, permits and endorsements (i) comply with the requirements of the existing DTS zoning of the Property; and (ii) do not negatively affect and/or diminish the value or quality of the Property. Sellers hereby commit to confirm this authorization in writing if required by Buyer, for presentation to the corresponding public or governmental agencies and entities. If the Property is not purchased by Buyer, all approvals, permits and endorsements obtained by Buyer for the Property pursuant to the aforesaid authorization, and any studies, map surveys, designs or any other resource used to obtain those permits and approvals, will be transferred and assigned by Buyer to Seller at the end of the Term, at no cost to Sellers.----------

-----2.22. The Property may not be altered during the Term, except only if specifically authorized in advance, in writing, by Sellers and Buyer.----------

-----2.23. The Option is not transferable by Sellers. Conversely, Buyer is authorized to transfer or assign this agreement and all its rights and obligations hereunder, at the

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sole option and discretion of Buyer.----------

---**THIRD:** Additional Documentation. The parties hereto agree to execute and deliver any additional instruments and documents that may be necessary to record the transaction contemplated in this deed in the Registry of the Property of Puerto Rico. Any costs and expenses, including attorneys' fees, incurred in connection with the execution of any additional instruments and documents shall be for the account of the Buyer. ----------

---**FOURTH:** Request to the Registrar. The Honorable Registrar of the Property of Puerto Rico is respectfully requested to record in the Registry of the Property of Puerto Rico the Option, as set forth in this deed.----------

---**FIFTH:** If Buyer does not purchase the Property pursuant to the Option, Buyer will, within thirty (30) consecutive calendar days after the end of the Term, at Buyer's cost and expense, (i) cancel the lien or encumbrance on the Property created by the Option; and (ii) file for recordation in the Registry of the Property of Puerto Rico any and all documents needed for the recording of said cancellation in the Registry of the Property. If the appearance of Sellers is required in said cancellation, Sellers will appear therein.----------

----------ACCEPTANCE AND WARNINGS----------

---The appearing parties to this deed accept the same as drafted because it has been drawn up in accordance with their stipulations, terms and conditions. I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this deed and they were fully advised by me

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thereon. Specifically, I advised them of the following:----------

-----(a) That any liens or encumbrances affecting title to the Property that may be filed for recordation prior to the filing of this deed may be legally binding and could take precedence over this deed.----------

-----(b) It is advisable to verify the status of liens and encumbrances on the Property as they may appear from the Registry of the Property of Puerto Rico on the date hereof and of the adverse consequences which may result from the failure to do so. To this effect, the appearing parties have been warned and advised by the subscribing Notary Public about the following: (i) that the digital system of recordation of the Digital Registry of Immovable Property of the Commonwealth of Puerto Rico provides Access to the Electronic Diary of Daily Operations, the Electronic Book of Recordations, and the Single Book of Liens ("Libro Unico de Embargos") twenty four (24) hours a day, seven (7) days a week for both inquiries and filings which may affect the registration or rights under this deed; (ii) that said electronic books have been reviewed up to the date of the title search prepared for this transaction; and (iii) that the authorizing Notary Public has not consulted the Registry of the Property of Puerto Rico in any way whatsoever after the date of the aforementioned title search, to all of which the appearing parties give their acceptance and compliance, being fully aware of its consequences.----------

-----(c) That this deed was prepared in accordance with title searches (the "Title Searches"), prepared by **Maribel Vargas**

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Ramos, a person engaged in such business, and not by the undersigned Notary. The aforementioned Title Searches are dated October 6, two thousand twenty two (2022). An additional title search was prepared for PROPERTY THREE (3) by Capital Title Services, LLC, on January thirteen (13), two thousand twenty three (2023). Also, the undersigned Notary Public relied upon a Certification of Real Property ("Certificación de Propiedad Inmueble"), for PROPERTY THREE (3), signed electronically by the Registrar of the Property of Puerto Rico, Larissa Maldonado Carrasco, on January seventeen (17), two thousand twenty three (2023), at three thirty nine p.m. (3:39 pm), to assess the status of the liens and encumbrances over PROPERTY THREE (3).----------(d) The appearing parties accept the Title Searches and the Certificación de Propiedad Inmueble mentioned above, and are satisfied with the contents thereof. Consequently, the appearing parties release the Notary from any responsibility due to errors or omissions in said Title Searches and in the Certificación de Propiedad Inmueble and/or due to any changes in the title to the Property or in its liens and encumbrances that might occur between the date of the Title Searches and the date this deed is presented to the Registry of the Property of Puerto Rico for registration.----------(e) The necessity and convenience of obtaining a negative certification of debt from the Municipal Revenue Collection Center tax rolls (CRIM – Centro de Recaudaciones de Ingresos Municipales) regarding the Property.----------(f) This deed must be recorded in the appropriate Section

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of the Registry of the Property of Puerto Rico in order to bind all rights herein to third-parties.----------

---The appearing parties waived the right which I advised them they had to have witnesses to the execution of this deed; but, upon my advice, made use of their right to read the same, and, finding it drafted to their entire satisfaction, having been advised by me, the Notary, of the pertinent legal warnings and reservations, acknowledging that they have understood this deed in all its parts, fully ratify and confirm the statements contained herein as the true and exact embodiment of their stipulations, terms, and conditions, proceed to sign before me, and to affix their initials on each folio of the same.----------

---And I, the Notary, do hereby CERTIFY AND ATTEST as to my personal knowledge or identification of the appearing parties and as to their personal circumstances, in accordance with their statements, as well as to all other things herein contained.----------

---I, the Notary, CERTIFY AND GIVE FAITH.----------

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---I HEREBY CERTIFY, that the first certified copy of the present deed was issued in favor of Buyer, at the same date and place of the execution thereof. I ATTEST. ----------

NOTARY

----------**DEED NUMBER THREE (3)**----------

----------**PURCHASE AND SALE** ----------

---In San Juan, Puerto Rico, on this fifth (5th) day of February, two thousand twenty-four (2024). ----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with residence and offices in San Juan, Puerto Rico.----------

----------**APPEAR**----------

---AS THE PARTY OF THE FIRST PART: **NORMA ROMÁN IRIZARRY**, of legal age, single, property owner, and resident of San Juan, Puerto Rico; and **DORIS ROMÁN IRIZARRY**, of legal age, single, property owner, and resident of Cabo Rojo, Puerto Rico (hereinafter, collective referred to as, "Sellers"). ----------

---AS THE PARTY OF THE SECOND PART: **CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "Buyer"), a limited liability company organized, existing and in good standing under the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, GLADYS OMAYRA FONTÁNEZ REYES, who is of legal age, single, attorney at law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this Deed arises from a Certificate of Resolution of Buyer signed by Eileen Sawyer, as Manager of Buyer, on February one (1), two thousand twenty-four (2024), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engines of the Department of State and the Office of Information Technology Services of the State of New York. I further certify that I have examined the aforesaid Certificate of Resolution of Buyer and that it is adequate and sufficient, and complies with all legal requirements

JORGE A. MORALES CORDERO ABOGADO NOTARIO

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under Puerto Rico law, to authorize Ms. Fontánez Reyes to appear herein on behalf of Buyer. ----------

---I hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective age, civil status, occupation and residence. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily,----------

----------**STATE AND AGREE**----------

---**FIRST:** Sellers are the owners in fee simple title ("*pleno dominio*"), and have the possession of the parcel of land described in the Spanish language as follows (hereinafter, the "Property"):----------

---"*RUSTICA: Parcela marcada con el número ciento doce (112) de la finca Bahía Bonita, radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida mensurada de veintiún mil trescientos treinta y cuatro metros cuadrados con noventa centímetros cuadrados (21,334.90 m.c.), equivalentes a cinco cuerdas con cuatro mil doscientos ochenta y dos diez milésimas de otra (5.4282 cdas.). En linderos, por el NORTE, con la parcela número ciento trece (113); por el SUR, con la parcela número ciento diez (110) que contiene parte de la servidumbre de paso para su acceso de quince (15) metros de ancho, de los cuales siete punto cincuenta (7.50) metros pertenecen a esta parcela; por el ESTE, con la parcela número ciento cuatro (104) y con la parcela número ciento nueve (109), la cual contiene parte de la servidumbre de paso para su acceso de quince (15) metros de ancho; y por el OESTE, con la parcela número cuarenta y cuatro (44).* ----------

---*Descrita luego de Rectificación de Cabida hecha por el Agrimensor Frank Lozada Díaz, mediante la escritura número uno (1), otorgada en Mayagüez, Puerto Rico, el día doce (12) de enero de dos mil cuatro (2004), ante el notario público Luis Roberto Santos, inscrita al folio setenta (70) del tomo ochocientos cuarenta y tres (843) de Cabo Rojo de la Sección de San Germán del Registro de la Propiedad de Puerto Rico, finca número dieciocho mil ochocientos cuarenta y seis (18,846), inscripción tercera (3ª).*"----------

---The Property is recorded at page 25 of volume 511 of Cabo Rojo, property number 18,846, Section of San Germán of the Registry of Property of Puerto Rico (the "Registry"). ----------

---The Property was acquired by Sellers by donation, pursuant to Deed Number Five (5), executed in San Sebastián, Puerto Rico, on February four (4), two thousand fifteen (2015), before Notary Gerardo Pérez

JORGE A. MORALES CORDERO ABOGADO NOTARIO

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Echevarría, recorded as the fifth (5th) inscription of Property 18,846.----- ---The tax identification number ("*número de catastro*") assigned to the Property by the Municipal Revenues Collection Center ("CRIM") is 402-009-327-84-000. ----------

----------**LIENS AND ENCUMBRANCES** ----------

---By its origin, the Property is free of liens and encumbrances. ----------

---By itself, the Property is subject to:----------

----(A) Mortgage (hereinafter, the "Mortgage") to secure a promissory note in the principal sum of Four Hundred Thousand Dollars ($400,000), of which Forty Thousand Dollars ($40,000) constitute a lien over the Property, payable to the bearer, with annual interest at six percent (6%), payable in seven annual installments, beginning on January twenty-four (24), nineteen ninety-three (1993) constituted pursuant to Deed Number Thirteen (13), executed in Cabo Rojo, Puerto Rico, on January twenty-four (24), nineteen hundred eighty-two (1982), before Notary Rafael Doitteau Cruz, recorded at page 25 of volume 511 of Cabo Rojo, second (2nd) inscription under property 18,846. The Mortgage was cancelled by lapse of the statute of limitations, pursuant to a notarial instrument (*Instancia*) filed at the Registry and pending recordation under entry number 2023-058031-SG01.----------

---**SECOND:** On August four (4), two thousand twenty-three (2023), Sellers granted to Buyer's affiliate, PR Investco LLC ("PR Investco"), an option to purchase the Property, pursuant to an Option to Purchase Agreement (*Contrato de Opción*) (hereinafter, the "Purchase Agreement"). The parties hereto acknowledge and agree that PR Investco has assigned to Buyer all of its rights and obligations under the Purchase Agreement, and that Buyer is the permitted assignee and successor of PR Investco thereunder. ----------

----------**PURCHASE AND SALE**----------

---**THIRD:** In accordance with the Purchase Agreement, Sellers hereby

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sell, convey and transfer fee simple title ("*pleno dominio*") to the Property and the possession thereof to Buyer, and Buyer hereby purchases from Sellers fee simple title ("*pleno dominio*") to the Property and the possession thereof, in accordance with the following ----------

----------**TERMS AND CONDITIONS**----------

-----One: The purchase price of the Property is the lump sum of **ONE MILLION DOLLARS ($1,000,000)** (hereinafter the "Purchase Price").

-----Two: The Purchase Price is payable as follows: ----------

------(A) The sum of ONE HUNDRED THOUSAND DOLLARS ($100,000) was paid by Buyer to Sellers concurrently with the execution of the Purchase Agreement, which amount has been credited in its entirety to the Purchase Price. ----------

------(B) Concurrently with the execution of this Deed, Buyer has delivered to Sellers the sum of NINE HUNDRED THOUSAND DOLLARS ($900,000). Said sum has been paid by Buyer to Sellers by certified or manager's check to the order of Sellers and Sellers hereby acknowledge receipt thereof in form and substance acceptable to Buyer.

-----Three: Buyer shall be entitled to the immediate possession of the Property, without any additional formality, document or request. ---------

-----Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of Sellers and, thereafter, for the account of Buyer. ----------

-----Five: Sellers hereby deliver to Buyer fee simple title to the Property, vacant, and free and clear of all liens, encumbrances or defects. ----------

-----Six: Buyer specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) Sellers hereby sell and Buyer hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from Sellers or any of Seller's agents,

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employees, members, representatives, attorneys or brokers (each such party, a "Sellers Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by Sellers to Buyer (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof, its facilities, soils, geology, and groundwater; (b) the dimensions, area, and size of the Property; (c) the development or income potential, or rights of or relating to the Property or the adequacy of the Property for any particular purpose, (d) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of Buyer or any other person to obtain any necessary governmental approvals, licenses, or permits for Buyer's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters regarding the operation of the Property. Buyer further acknowledges and agrees that Sellers are under no duty to make any inquiry regarding any matter that may or may not be known to Sellers or any Sellers Affiliate. Upon execution of this public deed, Buyer shall assume the risk of adverse matters relating to adverse investigations, and Buyer, upon execution of this public deed, shall be deemed to have waived, relinquished and released Sellers and all Sellers Affiliates from and against any and all

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claims, of any and every kind or character (including attorneys' fees), known or unknown, which Buyer might have asserted or alleged or may assert or allege in the future against Sellers or any Sellers Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution of this deed. ----------

-----Seven: Sellers represent and warrant to Buyer that, to the best of their knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that, to the best of Sellers' knowledge, the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----Eight: The notarial fees, stamps on the original, stamps on the first certified copy, filing and recording rights of this Deed at the Registry will be paid by Buyer.----------

-----Nine: This Deed will be interpreted and governed in accordance with the laws of the Commonwealth of Puerto Rico. The appearing parties submit themselves to the exclusive jurisdiction of the Court of First Instance of the Commonwealth of Puerto Rico in the event of any litigation arising out of this Deed.----------

-----Ten: All notices to the parties pursuant to this Deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

----TO SELLERS: ----------

------Norma Román Irizarry----------
------Doris Román Irizarry ----------
------PO Box 862----------
------Boquerón, PR 00622 ----------

------With a copy to: Luis Ángel Ramírez Vélez, Esq.----------
------23 Urb. Bonilla----------
------Cabo Rojo, PR 00623-3141 ----------
------Electronic Mail: bufeteramirezvelez@yahoo.com----------
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----TO BUYER:----------

------CABO ROJO LAND ACQUISITION LLC----------
------733 Third Avenue ----------
------New York, NY 10017----------
------Attention: Eileen Sawyer ----------
------Electronic Mail: roberto.ruiz@ccgc.com.do----------

-----Eleven: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

-----Twelve: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the remaining provisions of this Deed will continue in full force and effect.----------

-----Thirteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver such documents or instruments, public or private, which may be necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any correction deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of Buyer, except that each party shall bear the fees of their respective counsel.----------

---**FOURTH:** The Notary advises Buyer as to the importance of filing the corresponding property change of ownership application before the CRIM, and to obtain, prior to the execution of this deed, a certification indicating whether any sums related to property taxes are owed by Seller. Pursuant to applicable law, Buyer is responsible for filing at the CRIM the corresponding application for property tax exemption and /or change of ownership, within thirty (30) days from the date of execution hereof. Buyer hereby declares that it is fully aware of the aforementioned obligations and releases the undersigned Notary from this responsibility.

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----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ---

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstract was prepared by Capital Title Services Inc. and is dated January twenty-four (24), two thousand twenty-four (2024);----------

-----(c) that after the date of such title abstract and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry as of the date of the title abstract;----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification; ----------

-----(e) of the right of the Buyer to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights;----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the

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regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.; ----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property; ----------

-----(h) of the importance of recording a copy of this deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this deed is not recorded at the Registry; ----------

-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property; ----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations; ----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its contents; ----------

-----(l) of the need and consequences to the Sellers of filing the *Planilla Informativa Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles* with the Puerto Rico Treasury Department; and ----------

-----(m) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et seq.*, is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Seller, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for

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the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the Sellers and their agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed.----------

----------**READING, ACCEPTANCE AND EXECUTION** ----------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their initials on each page thereof.----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

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CERTIFICO que en la misma fecha y lugar de su otorgamiento expedí primera copia certificada a favor de la parte compradora. DOY FE. ----

Notario(a) Público(a)

----DEED NUMBER THIRTEEN (13)----------

------ DEED OF OPTION TO PURCHASE REAL ESTATE ------

---In the City of San Juan, Puerto Rico, on this seventeenth (17th) day of February, two thousand twenty three (2023),-------

---------- **BEFORE ME,** ----------

---MARIA DEL ROSARIO PUJOL THOMPSON, Attorney-at-Law and Notary Public in and for the Commonwealth of Puerto Rico, with residence in Guaynabo, Puerto Rico, and offices located at suite two hundred (200), Puerta del Condado Building, one thousand ninety five (1095) Wilson Street, San Juan, Puerto Rico,----------

---------- **APPEAR:** ----------

---AS PARTY OF THE FIRST PART: EDGARDO MANUEL HERNANEZ ALVARADO (hereinafter referred to as "EDGARDO"), and his spouse, CYNTHIA CARIDAD MELENDEZ SALGADO (hereinafter referred to as "CYNTHIA"), both of legal age, married to each other, property owners and residents of the State of Tennessee, United States of America, who appear herein in their respective personal capacities and as representatives of the conjugal partnership constituted by and between them in accordance with the laws of Puerto Rico. CYNTHIA appears herein represented by her attorney in fact, her husband EDGARDO, pursuant to a General Power of Attorney ("Poder General"), constituted as per deed number seventy one (71), executed in Naranjito, Puerto Rico, on December twenty eight (28), two thousand twenty two (2022), before notary public Héctor Manuel Marrero Marrero. The aforementioned General Power of Attorney was recorded as number eighteen

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fourteen dash four hundred thirty (1814-430) at the "Oficina de Inspección de Notarías ("ODIN") on January ten (10), two thousand twenty three (2023). I, the Notary, hereby certify that I have had before me a certified copy of said General Power of Attorney, that I have reviewed it, together with a certified copy of the aforesaid General Power of Attorney, and that, in my opinion, said document is legally valid and correct, and comply with all legal requirements needed to authorize EDGARDO to appear in this public deed on behalf of CYNTHIA, as attorney in fact of CYNTHIA. EDGARDO and CYNTHIA will be jointly referred to hereinafter as "Sellers".----------

---AS PARTY OF THE SECOND PART: PR INVESTCO LLC (hereinafter "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of the State of Delaware, United States of America, represented herein by its authorized representative, MS. GLADYS OMAYRA FONTANEZ REYES, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this public deed arises from Certificate of Resolution of PR INVESTCO LLC signed by Eileen Sawyer, in her capacity of Manager of PR INVESTCO LLC, on February fifteen (15), two thousand twenty three (2023), in New York, New York, United States of America, before notary public Eric Orenstein, an original of which I, the Notary, hereby certify to have had before me, and which, in my opinion, is in full compliance with all legal requirements to authorize Ms. Gladys Omayra Fontanez Reyes to appear in this public deed on behalf of Buyer; and----

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---**AS THE PARTY OF THE THIRD PART:** Mister **JOSE ENRIQUE PEREZ CRUZ**, also known as José E. Pérez (hereinafter the "Broker"), who is of legal age, married, real estate broker, and resident of Bayamón, Puerto Rico.----------

---I, the Notary, certify that I am personally acquainted with all parties, and, through their statements, I further certify as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and accordingly they do hereby----------

----------STATE AND AGREE----------

---**FIRST:** The Property; Title, Liens and Encumbrances.------

-----One. Title. Sellers are the sole owners in fee simple title ("pleno dominio") and have the possession of the parcel of land described in the Spanish language as follows (hereinafter the "PROPERTY"):----------

---**"RUSTICA:** Barrio Boquerón de Cabo Rojo, Puerto Rico. Solar: veintidós (22). Cabida: veinte mil cuatrocientos veintisiete punto seiscientos setenta y seis (20,427.676) metros cuadrados. Linderos: NORTE, con la parcela número cincuenta y tres (53) de Monte Carlo y con su camino de acceso de catorce punto cero cero (14.00) metros de ancho. SUR, con la parcela número ochenta y nueve (89) de Monte Carlo y con su camino de acceso de catorce punto cero cero (14.00) metros de ancho. ESTE, con la parcela cuarenta y cinco (45) del Fideicomiso Bahía Bonita, Inc., la cual contiene una servidumbre de paso de cinco (5) metros de ancho para el establecimiento de utilidades públicas y con la parcela cuarenta y seis (46) del Fideicomiso Bahía Bonita, Inc. OESTE, con la parcela número cuarenta (40) de Monte Carlo y con su camino de acceso de catorce punto cero cero (14.00) metros de ancho."----------

---The PROPERTY is property number eighteen thousand eight hundred thirty one (18,831), recorded at page two hundred thirty five (235), of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

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---The PROPERTY was acquired by Sellers through Deed Number One Hundred and Nine (109), executed in Bayamón, Puerto Rico, on December twenty nine (29), two thousand twenty one (2021), before notary public Roberto Almodóvar Rodríguez, presented for recording at entry two thousand twenty two dash zero zero forty one zero two dash "S" "G" zero one (2022-004102-SG01) of the Karibe System on January fourteen (14), two thousand twenty two (2022).--------

---The real property tax identification number ("número de catastro") assigned by the Muncipal Revenue Collection Center ("CRIM") to the PROPERTY is four zero two dash zero nineteen dash three hundred twenty seven dash thirty seven dash zero zero zero (402-019-327-37-000).----------

---The PROPERTY is subject to the following liens and/or encumbrances:----------

---By its origin, the PROPERTY is encumbered by a right of way.----------

---By itself, the PROPERTY is free of liens and encumbrances.----------

---SECOND: Buyer wishes to acquire an option to buy the PROPERTY, with all its improvements, and rights and annexes, and Sellers wish to grant, and hereby grant, said option to Buyer (hereinafter the "Option"), which is done pursuant to this public instrument and in accordance with the following:----------

----------TERMS AND CONDITIONS:----------

-----2.1. The purchase-sale price of the PROPERTY will be the lump sum of ONE MILLION TWENTY ONE THOUSAND THREE HUNDRED EIGHTY THREE DOLLARS WITH

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EIGHTY CENTS ($1,021,383.80), payable as follows:----------

----------2.1.1. the sum of ONE HUNDRED TWO THOUSAND ONE HUNDRED THIRTY EIGHT DOLLARS WITH THIRTY EIGHT CENTS ($102,138.38) has been paid by Buyer to Sellers simultaneously with the execution of this public deed, as consideration for the Option, as good faith deposit (the "Deposit"), which will be non-reimbursable, except only as set forth below in this public deed. Sellers hereby acknowledge receipt of the Deposit.----------

----------2.1.2 the sum of THREE HUNDRED SIX THOUSAND FOUR HUNDRED FIFTEEN DOLLARS WITH FOURTEEN CENTS ($306,415.14) will be payable in full, through manager's check to the order of Sellers, simultaneously with the execution of the purchase sale public deed whereby Buyer will acquire fee simple title to the PROPERTY and the possession thereof, pursuant to the Option (the "Purchase-Sale Deed").----------

----------2.1.3. the sum of SIX HUNDRED TWELVE THOUSAND EIGHT HUNDRED THIRTY DOLLARS WITH TWENTY EIGHT CENTS ($612,830.28) will be deferred (the "Deferred Purchase Price") and payable in two (2) annual installments of THREE HUNDRED SIX THOUSAND FOUR HUNDRED FIFTEEN DOLLARS WITH FOURTEEN CENTS ($306,415.14) each, on the first (1st) and second (2nd) anniversary of the execution of the Purchase-Sale Deed, respectively.----------

---Interest on the outstanding principal balance of the Deferred Purchase Price will accrue, beginning on the date of execution of the Purchase Sale Deed and until full payment

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thereof, at the simple rate of five per cent (5%) per annum, payable together with each of the aforementioned installments of the Deferred Purchase Price.----------

---The Deferred Purchase Price will evidenced and guaranteed by one (1) promissory note, in the principal amount of SIX HUNDRED TWELVE THOUSAND EIGHT HUNDRED THIRTY DOLLARS WITH TWENTY EIGHT CENTS ($612,830.28), which will be in turn guaranteed by a first mortgage in the principal sum of SIX HUNDRED TWELVE THOUSAND EIGHT HUNDRED THIRTY DOLLARS WITH TWENTY EIGHT CENTS ($612,830.28) (the "$612,830.28 Mortgage") encumbering the PROPERTY, issued by Buyer to the order of Sellers, due in two (2) annual installments of THREE HUNDRED SIX THOUSAND FOUR HUNDRED FIFTEEN DOLLARS WITH FOURTEEN CENTS ($306,415.14) each, on the first (1st) and second (2nd) anniversary of the execution of the Purchase Sale Deed, respectively, with interest at five per cent (5%) per annum, from the date of execution of the Purchase-Sale Deed until full payment thereof, payable together with each of the aforementioned installments of principal.----------

---The deed of constitution of the $612,830.28 Mortgage will be executed before a notary public selected by Buyer. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of the Property of Puerto Rico of the deed of constitution of the $612,830.28 Mortgage will be paid by Buyer.----------

-----2.2. In addition to the Deposit and as an additional *sine qua non* condition and consideration for the Option, Buyer will

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pay to Seller a non-refundable fee (which will not be credited to the purchase-sale price of the PROPERTY), in an amount equivalent to five per cent (5%) per annum on the principal sum of NINE HUNDRED NINETEEN THOUSAND TWO HUNDRED FORTY FIVE DOLLARS WITH FORTY TWO CENTS ($919,245.42), from the date of execution of this public deed until (i) the date of execution of the Purchase-Sale Deed; or (ii) the date this Option ends for any reason whatsoever, whichever occurs first. Said non-refundable fee shall be paid in monthly installments, starting thirty (30) calendar days after the execution of this public deed and until (i) the date of execution of the Purchase-Sale Deed; or (ii) the date this Option ends for any reason whatsoever, whichever occurs first.----------

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-----2.3. The Option is granted for a term of one (1) year, starting on the date of execution of this public deed and ending on February seventeen (17), two thousand twenty four (2024) (the "Term").----------

-----2.4. Upon the execution of the Purchase-Sale Deed, the Deposit will be credited to the portion of the purchase-sale price payable on the date of execution of the Purchase-Sale Deed.----------

-----2.5. If the Term ends and Buyer has not bought the PROPERTY within the Term (except for reasons attributable to Sellers), then the Deposit will be lost by Buyer, and will become the property of Sellers, as liquidated damages. If the PROPERTY cannot be bought by Buyer within the Term, for reasons attributable to Sellers, then Sellers will reimburse the Deposit to Buyer at the end of the Term.----------

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-----2.6. The real estate property taxes payable to the Centro de Recaudaciones de Ingresos Muncipales ("CRIM"), and all special taxes (if applicable) of the PROPERTY will be the responsibility of Sellers and payable by Sellers up to the date of execution of the Purchase-Sale Deed (the "Closing Date"). Thereafter they shall be the responsibility of Buyer and payable by Buyer.----------

-----2.7. The Purchase-Sale Deed shall be executed before a notary public selected by Buyer.----------

-----2.8. Deeds to cancel any liens or encumbrances affecting the PROPERTY, if any, existing at the time of execution of the Purchase-Sale Deed, except any permitted encumbrances will be executed no later than the Closing Date, before a notary public selected by Buyer.----------

-----2.9. Through the Purchase-Sale Deed, Buyer will acquire recordable fee simple title to the PROPERTY and the possession thereof, "as is, where is", free and clear of occupants, liens and encumbrances, except permitted encumbrances disclosed in this deed, if any. During the Term of the Option, Sellers will have the possession of the PROPERTY and will be allowed to conduct legal business activities in the PROPERTY.----------

-----2.10. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of the Property of Puerto Rico of this public deed and of the Purchase-Sale Deed will be paid by Buyer.----------

-----2.11. The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of the Property of the deeds of cancellation mentioned in

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Section 2.8, above (if any) shall be paid by Sellers.----------

-----2.12. This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them.----------

-----2.13. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of Puerto Rico in the event of any litigation pursuant to this public deed.

-----2.14. All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

------TO SELLERS:----------
------EDGARDO MANUEL HERNANDEZ ALVARADO----------
------CYNTHIA CARIDAD MELENDEZ SALGADO----------
------1320 Riding Brook Dr.----------
------Colllierville, Tennessee 38017----------
-----Electronic Mail: edgardo328@gmail.com----------

------TO BUYER:----------
------PR INVESTCO LLC----------
-------733 Third Avenue----------
-------New York, NY 10017----------
------Attention: Eileen Sawyer----------
-----Electronic Mail: roberto.ruiz@ccgc.com.do----------

------TO THE BROKER:----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920----------
------Attention: José Enrique Pérez Cruz----------
-----Electronic Mail: passportre@gmail.com----------

-----2.15. Sellers represent and warrant to Buyer that, to the best of Sellers' knowledge, in the PROPERTY there are no toxic, dangerous, contaminated or contaminating substances, and that the PROPERTY has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----2.16. The appearing parties acknowledge that the Broker, mister José Enrique Pérez Cruz, real estate broker

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with Puerto Rico license number ten thousand four hundred seventy eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the subject of this Option. The fees to Mr. Pérez Cruz and his associates, if any, for said service will be the responsibility of Buyer and paid simultaneously with the execution of the Purchase-Sale Deed, only if the Option is exercised by Buyer and Buyer buys the PROPERTY pursuant to the Option. Said fees will amount to FIFTY TWO THOUSAND ONE HUNDRED FIFTY SIX DOLLARS WITH EIGHTY TWO CENTS ($52,156.82), equivalent to five percent (5%) of the purchase-sale price of the PROPERTY.----------

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-----2.17. The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed.----------

-----2.18. In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgement or judicial order, then and in that event the rest of this public deed will continue in full force and effect.

-----2.19. During the Term, Buyer and its employees, agents and/or contractors are authorized to enter the PROPERTY to make studies, identify boundaries, take measurements and make inspections, during business days and hours, and the persons entering the PROPERTY pursuant to this authorization will be responsible for the damages suffered or caused by them in the PROPERTY. Every employee who enters the PROPERTY pursuant to this authorization will be insured by a valid policy of the Puerto Rico State Insurance

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Fund, and, if applicable, of the "Chauffers' Insurance" or "Seguro Choferil". In addition, Buyer will have in place, during the term of the Option, a public liability insurance policy covering damages caused or suffered in the PROPERTY by the persons who enter it pursuant to this authorization, with a minimum coverage of ONE MILLION DOLLARS ($1,000,000) per occurrence. Sellers will appear as co-insured in the policy, together with Buyer.----------

-----2.20. During the Term, Buyer is authorized to seek the approvals, permits and endorsements necessary for the development in the PROPERTY of a residential, recreational and tourism project, or of part of a residential, recreational and tourism project, provided the existing DTS zoning of the PROPERTY is not changed, and that such approvals, permits and endorsements (i) comply with the requirements of the existing DTS zoning of the PROPERTY; and (ii) do not negatively affect and/or diminish the value or quality of the PROPERTY. Sellers hereby commit to confirm this authorization in writing if required by Buyer, for presentation to the corresponding public or governmental agencies and entities. If the PROPERTY is not purchased by Buyer, all approvals, permits and endorsements obtained by Buyer for the PROPERTY pursuant to the aforesaid authorization will be transferred and assigned by Buyer to Sellers at the end of the Term, at no cost to Sellers.----------

-----2.21. The PROPERTY may not be altered during the Term, except only if specifically authorized in advance, in writing, by Sellers and Buyer.----------

-----2.22. The Option is not transferable by Sellers.

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Conversely, Buyer is authorized to transfer or assign this agreement and all its rights and obligations hereunder, at the sole option and discretion of Buyer.----------

---**THIRD:** Additional Documentation. The parties hereto agree to execute and deliver any additional instruments and documents that may be necessary to record the transaction contemplated in this deed in the Registry of the Property of Puerto Rico. Any costs and expenses, including attorneys' fees, incurred in connection with the execution of any additional instruments and documents shall be for the account of the Buyer. ----------

---**FOURTH:** Request to the Registrar. The Honorable Registrar of the Property of Puerto Rico is respectfully requested to record in the Registry of the Property of Puerto Rico the Option, as set forth in this deed.----------

---**FIFTH:** If Buyer does not purchase the PROPERTY pursuant to the Option, Buyer will, within thirty (30) consecutive calendar days after the end of the Term, at Buyer's cost and expense, (i) cancel the lien or encumbrance on the PROPERTY created by the Option; and (ii) file for recordation in the Registry of the Property of Puerto Rico any and all documents needed for the recording of said cancellation in the Registry of the Property. If the appearance of Sellers is required in said cancellation, Sellers will appear therein.----------

----------ACCEPTANCE AND WARNINGS----------

---The appearing parties to this deed accept the same as drafted because it has been drawn up in accordance with their stipulations, terms and conditions. I, the Notary, made to the

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appearing parties the necessary legal warnings concerning the execution of this deed and they were fully advised by me thereon. Specifically, I advised them of the following:----------

-----(a) That any liens or encumbrances affecting title to the PROPERTY that may be filed for recordation prior to the filing of this deed may be legally binding and could take precedence over this deed.----------

-----(b) It is advisable to verify the status of liens and encumbrances on the PROPERTY as they may appear from the Registry of the Property of Puerto Rico on the date hereof and of the adverse consequences which may result from the failure to do so. To this effect, the appearing parties have been warned and advised by the subscribing Notary Public about the following: (i) that the digital system of recordation of the Digital Registry of Immovable Property of the Commonwealth of Puerto Rico provides Access to the Electronic Diary of Daily Operations, the Electronic Book of Recordations, and the Single Book of Lines ("Libro Unico de Embargos") twenty four (24) hours a day, seven (7) days a week for both inquiries and filings which may affect the registration or rights under this deed; (ii) that said electronic books have been reviewed up to the date of the title search prepared for this transaction; and (iii) that the authorizing Notary Public has not consulted the Registry of the Property of Puerto Rico in any way whatsoever after the date of the aforementioned title search, to all of which the appearing parties give their acceptance and compliance, being fully aware of its consequences.----------

-----(c) That this deed was prepared in accordance with a title

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search (the "Title Search"), prepared by **Capital Title Services, Inc.**, an entity engaged in such business, and not by the undersigned Notary. The aforementioned Title Search is dated August eighteen (18), two thousand twenty two (2022).----------

-----(d) The appearing parties accept the Title Search and are satisfied with the contents thereof. Consequently, the appearing parties release the Notary from any responsibility due to errors or omissions in said Title Search and/or due to any changes in the title to the PROPERTY or in its liens and encumbrances that might occur between the date of the Title Search and the date this deed is presented to the Registry of the Property of Puerto Rico for registration.----------

-----(e) The necessity and convenience of obtaining a negative certification of debt from the Municipal Revenue Collection Center tax rolls (CRIM – Centro de Recaudaciones de Ingresos Municipales) regarding the PROPERTY.----------

-----(f) This deed must be recorded in the appropriate Section of the Registry of the Property of Puerto Rico in order to bind all rights herein to third-parties.----------

---The appearing parties waived the right which I advised them they had to have witnesses to the execution of this deed; but, upon my advice, made use of their right to read the same, and, finding it drafted to their entire satisfaction, having been advised by me, the Notary, of the pertinent legal warnings and reservations, acknowledging that they have understood this deed in all its parts, fully ratify and confirm the statements contained herein as the true and exact embodiment of their stipulations, terms, and conditions, proceed to sign before

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me, and to affix their initials on each folio of the same.----------

---And I, the Notary, do hereby CERTIFY AND ATTEST as to my personal knowledge or identification of the appearing parties and as to their personal circumstances, in accordance with their statements, as well as to all other things herein contained.----------

---I, the Notary, CERTIFY AND GIVE FAITH.----------

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CERTIFICO que en la misma fecha y lugar de su otorgamiento expedí primera copia certificada a favor de la parte compradora. DOY FE. ----

Notario(a) Público(a)

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----DEED NUMBER THIRTY TWO (32)----------

------ DEED OF OPTION TO PURCHASE REAL ESTATE ------

---In the City of Mayaguez, Puerto Rico, on this ninth (9th) day of June, two thousand twenty three (2023),----------

---------- **BEFORE ME,** ----------

---MARIA DEL ROSARIO PUJOL THOMPSON, Attorney-at-Law and Notary Public in and for the Commonwealth of Puerto Rico, with residence in Guaynabo, Puerto Rico, and offices located at suite two hundred (200), Puerta del Condado Building, one thousand ninety five (1095) Wilson Street, San Juan, Puerto Rico,----------

---------- **APPEAR:** ----------

---AS PARTY OF THE FIRST PART: The following eight (8) persons who will be hereinafter jointly referred to as "Sellers": **(i) MARIANITA CARBÓ CRUZ** (hereinafter referred to as "MARIANITA"), who is of legal age, single, property owner and resident of Mayaguez, Puerto Rico; **(ii) MARIA JULIA MERINO MORENO** (hereinafter referred to as "MARIA JULIA"), who is of legal age, married to José Bermúdez, property owner and resident of Mayaguez, Puerto Rico; **(iii) JULIO MERINO RODRIGUEZ** (hereinafter referred to as "JULIO"), who is of legal age, married to Leidis Regalado Arias, merchant and resident of Miami, Florida, United States of America; **(iv) ROLANDO MERINO CARBÓ** (hereinafter referred to as "ROLANDO"), who is of legal age, married to Desiree Vallejo Colón, property owner and resident of Baytown, Texas, United States of America, who appears herein represented by his attorney in fact ("apoderada") Marianita Carbó Cruz, who is of legal age, single, property

owner and resident of Mayaguez, Puerto Rico, pursuant to General Power of Attorney ("Poder General"), executed on March eleven (11), two thousand twenty three (2023), in Houston, Texas, United States of America, before notary public Ana Membreno, with license number one, two, five, zero, three, three, four, five, three (125033453) and whose commission expires on August twenty five (25), two thousand twenty four (2024), protocolized in Cabo Rojo, Puerto Rico, as per public deed number eight (8) of April fourteen (14), two thousand twenty three (2023), before notary public Martín Aguilar Martínez. I, the Notary, hereby certify that I have had before me a certified copy of said Deed of Protocolization, that I have reviewed it, together with a certified copy of the aforesaid General Power of Attorney, and that, in my opinion, said documents are legally valid and correct, and comply with all legal requirements needed to authorize MARIANITA to appear in this public deed on behalf of ROLANDO, as attorney in fact ("apoderada") of ROLANDO; **(v) JOHANNA MERINO CARBÓ** (hereinafter referred to as "JOHANNA"), who is of legal age, married to Luis Pérez Torres, merchant and resident of Fredericksburg, Virginia, United States of America, who appears herein represented by her attorney in fact ("apoderada"), Julia Torres Hernández, who is of legal age, single, property owner and resident of San Juan, Puerto Rico, pursuant to General Power of Attorney ("Poder General") created as per public deed number eighteen (18), of November fifteen (15), two thousand eighteen (2018), executed in Mayaguez, Puerto Rico, before notary public Gabriel J. Tamayo Pérez. I the Notary, hereby certify that I

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have had before me a certified copy of said deed of General Power of Attorney, that I have reviewed it, and that in my opinion, said document is legally valid and correct, and complies with all legal requirements needed to authorize Julia Torres Hernández to appear in this public deed on behalf of JOHANNA, as attorney in fact ("apoderada") of JOHANNA; **(vi) OSMARY MERINO HERNANDEZ** (hereinafter referred to as "OSMARY"), who is of legal age, single, operator and resident of the municipality of Encrucijada, Villa Clara province, Republic of Cuba, who appears herein represented by his attorney in fact ("apoderado"), JULIO, who is of legal age, married, merchant and resident of Miami, Florida, United States of America, pursuant to Special Power of Attorney ("Poder Especial") created as per public deed number twenty two (22), of January nineteen (19), two thousand nineteen (2019), executed in the municipality of Encrucijada, Villa Clara province, Republic of Cuba, before Cuban notary public Juan Manuel Hernández Granado, protocolized in San Juan, Puerto Rico, as per public deed number six (6), of February sixteen (16), two thousand twenty three (2023), before Puerto Rico notary public María del Rosario Pujol Thompson. I, the Notary, hereby certify that I have had before me a certified copy of said Deed of Protocolization, that I have reviewed it, together with a certified copy of the aforesaid special power of attorney, and that, in my opinion, said documents are legally valid and correct, and comply with all legal requirements needed to authorize JULIO to appear in this public deed on behalf of OSMARY, as attorney in fact ("apoderado") of OSMARY; **(vii) OSMARA ROSA MERINO HERNANDEZ**

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(hereinafter referred to as "OSMARA"), who is of legal age, single, property owner and resident of the municipality of Encrucijada, Villa Clara province, Republic of Cuba, who appears herein represented by her attorney in fact, JULIO, who is of legal age, married, merchant and resident of Miami, Florida, United States of America, pursuant to Special Power of Attorney ("Poder Especial") created as per public deed number twenty three (23), of January nineteen (19), two thousand nineteen (2019), executed in the municipality of Encrucijada, Villa Clara province, Republic of Cuba, before Cuban notary public Juan Manuel Hernández Granado, protocolized in San Juan, Puerto Rico, as per public deed number seven (7), of February sixteen (16), two thousand twenty three (2023), before Puerto Rico notary public María del Rosario Pujol Thompson. I, the Notary, hereby certify that I have had before me a certified copy of said Deed of Protocolization, that I have reviewed it, together with a certified copy of the aforesaid special power of attorney, and that, in my opinion, said documents are legally valid and correct, and comply with all legal requirements needed to authorize JULIO to appear in this public deed on behalf of OSMARA, as attorney in fact ("apoderado") of OSMARA; and **(viii) OMAR MERINO JIMENEZ** (hereinafter referred to as "OMAR"), who is of legal age, single, unemployed and resident of the municipality of Encrucijada, Villa Clara province, Republic of Cuba, who appears herein represented by his attorney in fact ("apoderado"), JULIO, who is of legal age, married, merchant and resident of Miami, Florida, United States of America, pursuant to Special Power of Attorney

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("Poder Especial") created as per public deed number twenty one (21), of January nineteen (19), two thousand nineteen (2019), executed in the municipality of Encrucijada, Villa Clara province, Republic of Cuba, before Cuban notary public Juan Manuel Hernández Granado, protocolized in San Juan, Puerto Rico, as per public deed number eight (8), of February sixteen (16), two thousand twenty three (2023), before Puerto Rico notary public María del Rosario Pujol Thompson. I, the Notary, hereby certify that I have had before me a certified copy of said Deed of Protocolization, that I have reviewed it, together with a certified copy of the aforesaid special power of attorney, and that, in my opinion, said documents are legally valid and correct, and comply with all legal requirements needed to authorize JULIO to appear in this public deed on behalf of OMAR, as attorney in fact ("apoderado") of OMAR;--

---**AS PARTY OF THE SECOND PART: PR INVESTCO LLC** (hereinafter "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of the State of Delaware, United States of America, represented herein by its authorized representative, MS. GLADYS OMAYRA FONTANEZ REYES, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this public deed arises from Certificate of Resolution of PR INVESTCO LLC signed by Eileen Sawyer, in her capacity of Manager of PR INVESTCO LLC, on May seventeen (17), two thousand twenty three (2023), in New York, New York, United States of America, before notary public Eric Orenstein, an original of which I, the Notary, hereby certify to have had before me, and

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which, in my opinion, is in full compliance with all legal requirements to authorize Ms. Gladys Omayra Fontanez Reyes to appear in this public deed on behalf of Buyer; and----------

---AS THE PARTY OF THE THIRD PART: Mister **JOSE ENRIQUE PEREZ CRUZ**, also known as José E. Pérez (hereinafter the "Broker"), who is of legal age, married, real estate broker, and resident of Bayamón, Puerto Rico.----------

---I, the Notary, certify that I am personally acquainted with GLADYS OMAYRA FONTANEZ REYES, JOSE ENRIQUE PEREZ CRUZ, MARIANITA, MARIA JULIA, ROLANDO, JOHANNA and JULIO and, through their statements, I further certify as to their respective ages, civil status, residences and occupations. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument. I, the Notary, certify that I am not personally acquainted with OSMARY, OSMARA and OMAR, who appear herein represented by JULIO, as their attorney in fact. I certify that the respective ages, civil status, residences, occupations and legal capacities of OSMARY, OSMARYA and OMAR to execute this public deed represented by JULIO appear from their respective powers of attorney mentioned hereinabove. Accordingly, the parties hereby----------

----------STATE AND AGREE:----------

---FIRST: <u>The Property; Title, Liens and Encumbrances</u>.------

-----One. <u>Title</u>. MARIANITA is the owner in fee simple title ("pleno dominio") and has the possession of a fifty percent (50%) participation or interest in the six (6) parcels of land

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described in the Spanish language hereinafter, which will be jointly referred to hereinafter as the "PROPERTY". MARIANITA, MARIA JULIA, JULIO, ROLANDO, JOHANNA, OSMARY, OSMARA and OMAR are the legitimate heirs (hereinafter, jointly, the "Heirs") of Mister Quirino Merino Pedroso (hereinafter "QUIRINO") as it appears from QUIRINO's last will and testament, deed number thirty seven (37), executed in Cabo Rojo, Puerto Rico, on December twenty one (21), two thousand ten (2010), before notary public Martín Aguilar Martínez (hereinafter the "Last Will and Testament"). As per the Last Will and Testament, the Heirs are the owners in fee simple title ("pleno dominio") and have the possession of a fifty percent (50%) participation or interest in the PROPERTY:----------

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----------**PROPERTY ONE (1)**----------

---**"RUSTICA:** Parcela número veintiuno (21), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número veinte (20) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número treinta y cuatro (34) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número cincuenta (50) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número once (11) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."-

---PROPERTY ONE (1) is parcel number eighteen thousand seven hundred eighty two (18,782), recorded at page one hundred sixty (160) of volume nine hundred seventy four (974), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico (the "Registry").----------

---PROPERTY ONE (1) was acquired by MARIANITA and QUIRINO when they were married to each other, through

deed number two hundred fifty four (254), executed in Mayaguez, Puerto Rico, on June one (1), nineteen ninety (1990), before notary public Roberto M. García Rullán, recorded at the overleaf of page two hundred forty one (241), of volume five hundred nine (509) of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty two (18,782), second (2nd) inscription. PROPERTY ONE (1) was acquired by the Heirs pursuant to the Last Will and Testament.----------

---The real property tax identification number ("Número de Catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to PROPERTY ONE (1) is three hundred seventy nine dash zero zero zero dash zero ten dash zero five dash zero zero zero (379-000-010-05-000).----------

---By its origin, PROPERTY ONE (1) is free of liens and encumbrances. ----------

---By itself, the PROPERTY ONE (1) is subject to: ----------

-----A) Restrictive covenants of edification and use constituted as per deed number two hundred fifty one (251), executed in Mayaguez, Puerto Rico, on June one (1), nineteen ninety (1990), before notary public Roberto M. García Rullán, recorded at page two hundred forty one (241) of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty two (18,782), first (1st) inscription.----------

-----B) Mortgage guaranteeing a mortgage note to the order of its bearer, in the principal sum of NINETY THOUSAND DOLLARS ($90,000), with interest at ten per cent (10%) per annum, due upon demand, constituted as per deed number

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two hundred fifty five (255), executed in Mayaguez, Puerto Rico, on June one (1), nineteen hundred ninety (1990), before notary public Roberto M. García Rullán, recorded at the overleaf of page two hundred forty one (241), of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty two (18,782), second (2nd) inscription, modified as per deed number four hundred six (406), executed in Mayaguez, Puerto Rico, on June eighteen (18), two thousand four (2004), before notary public Esther Rebeca Luzón Colón, recorded at page one hundred sixty six (166), of volume nine hundred seventy four (974), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty two (18,782), third (3rd) inscription.----------

----------PROPERTY TWO (2)----------

---**"RUSTICA:** Parcela número veinte (20) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número cuarenta y siete (47) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número veintiuno (21) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número cincuenta y siete (57) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número diez (10) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."----------

---PROPERTY TWO (2) is parcel number eighteen thousand seven hundred eighty one (18,781), recorded at page two hundred thirty five (235) of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry.----------

---PROPERTY TWO (2) was acquired by MARIANITA and

QUIRINO when they were married to each other, through deed number two hundred fifty two (252), executed in Mayaguez, Puerto Rico, on June one (1), nineteen hundred ninety (1990), before notary public Roberto M. García Rullán, recorded at page two hundred thirty six (236), of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty one (18,781), second (2nd) inscription. PROPERTY TWO (2) was acquired by the Heirs pursuant to the Last Will and Testament.----------

---The real property tax identification number ("Número de Catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to PROPERTY TWO (2) is three hundred seventy nine dash zero zero zero dash zero ten dash zero four dash zero zero zero (379-000-010-04-000).----------

---By its origin, PROPERTY TWO (2) is free of liens and encumbrances.----------

---By itself, PROPERTY TWO (2) is subject to:----------

-----A) Restrictive covenants of edification and use constituted as per deed number two hundred fifty one (251), executed in Mayaguez, Puerto Rico, on June one (1), nineteen ninety (1990), before notary public Roberto M. García Rullán, recorded at page two hundred thirty five (235) of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty one (18,781), first (1st) inscription.----------

-----B) Mortgage guaranteeing a mortgage note to the order of its bearer, in the principal sum of NINETY THOUSAND

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DOLLARS ($90,000), with interest at ten per cent (10%) per annum, due upon demand, constituted as per deed number two hundred fifty three (253), executed in Mayaguez, Puerto Rico, on June one (1), nineteen hundred ninety (1990), before notary public Roberto M. García Rullán, recorded at page two hundred thirty six (236), of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty one (18,781), second (2nd) inscription, modified as per deed number four hundred nine (409), executed in Mayaguez, Puerto Rico, on June eighteen (18), two thousand four (2004), before notary public Esther Rebeca Luzón Colón, recorded at page one hundred sixty three (163), of volume nine hundred seventy four (974), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty one (18,781), third (3rd) inscription.----------

----------**PROPERTY THREE (3)**----------

---**"RUSTICA:** Parcela número diecinueve (19) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con el Mar Caribe; por el SUR, con la parcela número catorce (14) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número uno (1) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número ciento ochenta y uno (181) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."----------

---PROPERTY THREE (3) is parcel number eighteen hundred eight hundred thirty (18,830), recorded at page two hundred twenty nine (229) of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry.----------

--- PROPERTY THREE (3) was acquired by MARIANITA and

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QUIRINO when they were married to each other, through deed number ten (10) executed in Mayaguez, Puerto Rico, on February twenty two (22), nineteen hundred eighty eight (1988), before notary public Juan Agustín Rivero, recorded at page number two hundred twenty nine (229) of volume five hundred seventy (570), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred thirty (18,830), second (2nd) inscription. PROPERTY THREE (3) was acquired by the Heirs pursuant to the Last Will and Testament.----------

---The real property tax identification number ("número de catastro") assigned by the Muncipal Revenue Collection Center ("CRIM") to PROPERTY THREE (3) is three hundred seventy nine dash zero zero zero dash zero ten dash zero three dash zero zero zero (379-000-010-03-000).----------

---By its origin, PROPERTY THREE (3) is free of liens and encumbrances.----------

---By itself, PROPERTY THREE (3) is subject to:----------

-----A) Restrictive covenants of edification and use constituted as per deed number seven (7), executed in Mayaguez, Puerto Rico, on February twenty (20), nineteen hundred eighty eight (1988), before notary public Juan Agustín Rivero, recorded at page two hundred twenty nine (229) of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred thirty (18,830), second (2nd) Marginal Note.----------

-----B) Mortgage guaranteeing a mortgage note to the order of its bearer, in the principal sum of FIFTY THOUSAND

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DOLLARS ($50,000), with interest at a variable rate over the preferential rate, due upon demand, constituted as per deed number one thousand seven hundred sixty seven (1,767), executed in Mayaguez, Puerto Rico, on July twelve (12), two thousand (2000), before notary public Francisco Biaggi Landrón, recorded at page twenty one (21), of volume seven hundred fifty seven (757), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred thirty (18,830), third (3rd) inscription, modified as per deed number four hundred seven (407), executed in Mayaguez, Puerto Rico, on June eighteen (18), two thousand four (2004), before notary public Esther Rebeca Luzón Colón, recorded at page twenty one (21), of volume seven hundred fifty seven (757), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred thirty (18,830), fourth (4th) inscription.----------

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----------**PROPERTY FOUR (4)**----------

---**"RUSTICA:** Parcela número ciento ochenta y uno (181) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con el Mar Caribe; por el SUR, con la parcela número catorce (14) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número diecinueve (19) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número ciento ochenta y dos (182) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."----------

---PROPERTY FOUR (4) is parcel number eighteen thousand eight hundred sixteen (18,816), recorded at page one hundred forty five (145) of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

--- PROPERTY FOUR (4) was acquired by MARIANITA and QUIRINO when they were married to each other, through deed number eight (8), executed in Mayaguez, Puerto Rico, on February twenty (20), nineteen hundred eighty eight (1988), before notary public Juan Agustín Rivera, recorded at page one hundred forty five (145), of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred sixteen (18,816), second (2nd) inscription. PROPERTY FOUR (4) was acquired by the Heirs pursuant to the Last Will and Testament.----------

---The real property tax identification number ("número de catastro") assigned by the Muncipal Revenue Collection Center ("CRIM") to PROPERTY FOUR (4) is three hundred seventy nine dash zero zero zero dash zero zero nine dash zero five dash zero zero zero (379-000-009-05-000).----------

---By its origin, PROPERTY FOUR (4) is free of liens and encumbrances.----------

---By itself, PROPERTY FOUR (4) is subject to the following liens and encumbrances:----------

-----A) Restrictive covenants of edification and use, constituted as per deed number seven (7), executed in Mayaguez, Puerto Rico, on February twenty (20), nineteen hundred eighty eight (1988), before notary public Juan Agustín Rivero, recorded at page one hundred forty five (145), of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred sixteen (18,816), first (1st) recording.-

----------PROPERTY FIVE (5)----------

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---**"RUSTICA:** Parcela número treinta y dos (32) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número cuarenta y uno (41) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número sesenta y cinco (65) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número treinta y nueve (39) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número setenta y tres (73) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."----------

---PROPERTY FIVE (5) is parcel number eighteen thousand six hundred ninety five (18,695), recorded at page nineteen (19) of volume five hundred eight (508), of Cabo Rojo, Section of San Germán of the Registry.----------

--- PROPERTY FIVE (5) was acquired by MARIANITA and QUIRINO when they were married to each other, through deed number thirty four (34), executed in Cabo Rojo, Puerto Rico, on September nineteen (19), two thousand eight (2008), before notary public Martín Aguilar Martínez, presented for inscription on March six (6), two thousand twenty three (2023), at entry number two thousand twenty three dash zero two six zero one six dash "S""G" zero one (2023-026016-SG01) of the Karibe System, First (1st) Section of San Germán of the Registry. PROPERTY FIVE (5) was acquired by the Heirs pursuant to the Last Will and Testament.----------

---The real property tax identification number ("número de catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to PROPERTY FIVE (5) is four hundred two dash zero zero eight dash three hundred twenty seven dash twenty five dash zero zero zero (402-008-327-25-000).--------

---By its origin, PROPERTY FIVE (5) is free of liens and encumbrances.----------

---By itself, PROPERTY FIVE (5) is subject to the following liens and encumbrances:----------

-----A) Mortgage over PROPERTY FIVE (5) and other parcels of land guaranteeing a mortgage note in favor of Doral Bank, or to its order, in the principal sum of one million seven hundred thousand dollars ($1,700,000), and whereby PROPERTY FIVE (5) responds for the sum of NINETEEN THOUSAND SEVEN HUNDRED SEVENTY SIX DOLLARS ($19,776), with interest at fifteen per cent (15%) per annum, due upon demand, constituted by deed number forty one (41), executed in San Juan, Puerto Rico, on May thirty one (31), two thousand (2000), before notary public Francisco Pujol Meneses, recorded at page ten (10) of volume eight hundred sixty four (864), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand six hundred ninety five (18,695), third (3rd) inscription, clarified by deed number forty five (45), executed in San Juan, Puerto Rico, on August twenty two (22), two thousand five (2005), before notary public Francisco Pujol Meneses, recorded at the margin of the third (3rd) inscription.----------

-----B) Mortgage over PROPERTY FIVE (5) and other parcels of land guaranteeing a mortgage note in favor of Doral Bank, or to its order, in the principal sum of one million three hundred thousand dollars ($1,300,000), and whereby PROPERTY FIVE (5) responds for the sum of FIFTEEN THOUSAND ONE HUNDRED TWENTY THREE DOLLARS ($15,123), with interest at fifteen per cent (15%) per annum,

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due upon demand, constituted by deed number thirty two (32), executed in San Juan, Puerto Rico, on April twenty five (25), two thousand one (2001), before notary public Francisco Pujol Meneses, recorded at page ten (10) of volume eight hundred sixty four (864), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand six hundred ninety five (18,695), fourth (4th) inscription, clarified by deed number forty five (45), executed in San Juan, Puerto Rico, on August twenty two (22), two thousand five (2005), before notary public Francisco Pujol Meneses, recorded at the margin of the fourth (4th) inscription.----------

-----C) Mortgage over PROPERTY FIVE (5) and other parcels of land guaranteeing a mortgage note in favor of its bearer, or to its order, in the principal sum of three hundred seventy thousand dollars ($370,000), and whereby PROPERTY FIVE (5) responds for the sum of FOUR THOUSAND SIX HUNDRED TWENTY FIVE DOLLARS ($4,625), with interest at five per cent (5%) per annum, due upon demand, constituted by deed number ninety two (92), executed in Mayaguez, Puerto Rico, on September twenty nine (29), two thousand five (2005), before notary public José M. Biaggi Junquera, recorded at the overleaf of page ten (10), of volume eight hundred sixty four (864), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand six hundred ninety five (18,695), sixth (6th) inscription.----------

----------**PROPERTY SIX (6)**----------

---**"RUSTICA:** Parcela número dieciocho (18), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con la

parcela número uno (1) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número veintidós (22) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número sesenta (60) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número catorce (15) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."-----

---PROPERTY SIX (6) is parcel number eighteen thousand eight hundred twenty nine (18,829), recorded at page two hundred twenty three (223) of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry.----------

---PROPERTY SIX (6) was acquired by MARIANITA and QUIRINO when they were married to each other, through deed number two hundred fifty eight (258), executed in Mayaguez, Puerto Rico, on December twenty three (23), nineteen ninety three (1993), before notary public José A. Olivieri Rodríguez, recorded at page two hundred twenty four (224) of volume five hundred ten (510), of volume five hundred nine (509) of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred twenty nine (18,829) third (3rd) inscription. PROPERTY SIX (6) was acquired by the Heirs pursuant to the Last Will and Testament.----------

---The real property tax identification number ("número de catastro") assigned by CRIM to PROPERTY SIX (6) is three hundred seventy nine dash zero ninety nine dash three hundred twenty seven dash seventy nine dash zero zero zero (379-099-327-79-000).----------

---By its origin, PROPERTY SIX (6) is subject to easements in favor or all public utilities. ----------

---By itself, the PROPERTY SIX (6) is free of liens and

encumbrances.----------

---MARIA JULIA, JULIO, ROLANDO and JOHANNA represent and warrant that they will acquire the PROPERTY in their personal capacities, as heirs of QUIRINO and not as part of any conjugal partnership.----------

---SECOND: Buyer wishes to acquire an option to buy the PROPERTY, with all its improvements, and rights and annexes, together with the possession thereof, and Sellers wish to grant, and hereby grant, said option to Buyer (hereinafter the "Option"), which is done pursuant to this public instrument and in accordance with the following:----------

----------TERMS AND CONDITIONS:----------

-----2.1. The purchase-sale price of the PROPERTY will be the lump sum of SEVEN MILLION TWO HUNDRED THOUSAND DOLLARS ($7,200,000), of which (i) ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000) will correspond and will be allocated to PROPERTY ONE (1); (ii) ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000) will correspond and will be allocated to PROPERTY TWO (2); ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000) will correspond and will be allocated to PROPERTY THREE (3); (iv) ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000) will correspond and will be allocated to PROPERTY FOUR (4); ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000) will correspond and will be allocated to PROPERTY FIVE (5); and ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000) will

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correspond and will be allocated to PROPERTY SIX (6).-------

---The SEVEN MILLION TWO HUNDRED THOUSAND DOLLARS ($7,200,000) purchase price of the PROPERTY is payable as follows:----------

----------2.1.1. the sum of THREE HUNDRED SIXTY THOUSAND DOLLARS ($360,000) has been paid by Buyer to Sellers simultaneously with the execution of this public deed, as consideration for the Option and as good faith deposit (the "Deposit"), which will be non-reimbursable, except only as set forth below in this public deed. Sellers hereby acknowledge receipt of the Deposit. Of said Deposit, (i) SIXTY THOUSAND DOLLARS ($60,000) will correspond and will be allocated to PROPERTY ONE (1); (ii) SIXTY THOUSAND DOLLARS ($60,000) will correspond and will be allocated to PROPERTY TWO (2); (iii) SIXTY THOUSAND DOLLARS ($60,000) will correspond and will be allocated to PROPERTY THREE (3); (iv) SIXTY THOUSAND DOLLARS ($60,000) will correspond and will be allocated to PROPERTY FOUR (4); (v) SIXTY THOUSAND DOLLARS ($60,000) will correspond and will be allocated to PROPERTY FIVE (5); and (vi) SIXTY THOUSAND DOLLARS ($60,000) will correspond and will be allocated to PROPERTY SIX (6).----------

----------2.1.2 the sum of SIX MILLION EIGHT HUNDRED FORTY THOUSAND DOLLARS ($6,840,000) will be payable in full by Buyer to the order of Sellers, simultaneously with the execution of the purchase sale public deed whereby Buyer will acquire fee simple title to the PROPERTY and the possession thereof, pursuant to the Option (the "Purchase-Sale Deed"). Of said amount, (i) ONE MILLION

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ONE HUNDRED FORTY THOUSAND DOLLARS ($1,140,000) will correspond and will be allocated to PROPERTY ONE (1); (ii) ONE MILLION ONE HUNDRED FORTY THOUSAND DOLLARS ($1,140,000) will correspond and will be allocated to PROPERTY TWO (2); (iii) ONE MILLION ONE HUNDRED FORTY THOUSAND DOLLARS ($1,140,000) will correspond and will be allocated to PROPERTY THREE (3); (iv) ONE MILLION ONE HUNDRED FORTY THOUSAND DOLLARS ($1,140,000) will correspond and will be allocated to PROPERTY FOUR (4); (v) ONE MILLION ONE HUNDRED FORTY THOUSAND DOLLARS ($1,140,000) will correspond and will be allocated to PROPERTY FIVE (5); and (vi) ONE MILLION ONE HUNDRED FORTY THOUSAND DOLLARS ($1,140,000) will correspond and will be allocated to PROPERTY SIX (6).-----

---As per the specific instructions of Sellers, all payments to Sellers pursuant to this deed and to the Purchase-Sale Deed will be by deposited by Buyer in an escrow account on behalf of Sellers at The Title Security Group.----------

-----2.2. The Option is granted for a term equal to: (i) one (1) year, starting on the date of execution of this public deed and ending on June nine (9), two thousand twenty four (2024); or (ii) thirty (30) calendar days after the Heirs present for inscription or recording their fifty percent (50%) participation or interest in the PROPERTY through the filing of the required documents or "Instancias" in the Registry, **whichever occurs later** (the "Term").----------

-----2.3. Upon the execution of the Purchase-Sale Deed, the Deposit will be credited to the portion of the purchase-sale

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price payable on the date of execution of the Purchase-Sale Deed.----------

-----2.4. If the Term ends and Buyer has not bought the PROPERTY within the Term (except for reasons attributable to Sellers), then the Deposit will be lost by Buyer, and will become the property of Sellers, as liquidated damages. If the PROPERTY cannot be bought by Buyer within the Term, for reasons attributable to Sellers, then Sellers will reimburse the Deposit to Buyer at the end of the Term.----------

-----2.5. The real estate property taxes payable to the Centro de Recaudaciones de Ingresos Municipales ("CRIM"), and all special taxes (if applicable) of the PROPERTY will be the responsibility of Sellers and payable by Sellers up to the date of execution of the Purchase-Sale Deed (the "Closing Date"). Thereafter they shall be the responsibility of Buyer and payable by Buyer.----------

-----2.6. The Purchase-Sale Deed shall be executed before a notary public selected by Buyer.----------

-----2.7. Deeds to cancel any liens or encumbrances affecting the PROPERTY, if any, existing at the time of execution of the Purchase-Sale Deed, except any permitted encumbrances, will be executed no later than the Closing Date, before a notary public selected by Buyer.----------

-----2.8. Through the Purchase-Sale Deed, Buyer will acquire recordable fee simple title to the PROPERTY and the possession thereof, "as is, where is", free and clear of occupants, liens and encumbrances, except permitted encumbrances disclosed in this deed, if any. During the Term of the Option, Sellers will have the possession of the

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PROPERTY and will be allowed to conduct legal business activities in the PROPERTY.----------

-----2.9. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of the Property of Puerto Rico of this public deed and of the Purchase-Sale Deed will be paid by Buyer.----------

-----2.10. The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of the Property of the deeds of cancellation mentioned in Section 2.7, above (if any) shall be paid by Sellers.----------

-----2.11. This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them.----------

-----2.12. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of Puerto Rico in the event of any litigation pursuant to this public deed.

-----2.13. All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

------TO SELLERS:----------
------MARIANITA CARBÓ CRUZ----------
------Urbanización Belmonte----------
------Calle Madrid 50----------
------Mayaguez, Puerto Rico 00680----------

------MARIA JULIA MERINO MORENO----------
------Urbanización Belmonte----------
------Calle Galicia 63----------
------Mayaguez, Puerto Rico 00680----------
------mjuliamerino@gmail.com----------

------JULIO MERINO RODRIGUEZ----------
------2141 SW 66 Avenue----------
------Miami, Florida 33155----------

------ROLANDO MERINO CARBÓ----------
------14139 Little River Drive----------
------Baytown, Texas 77523----------

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------JOHANNA MERINO CARBÓ----------
------9521 Whiteheart Drive----------
------Fredericksburg, Virginia 22407----------
------johanna_merino@hotmail.com----------

------OSMARY MERINO HERNANDEZ----------
------2141 SW 66 Avenue----------
------Miami, Florida 33155----------

------OSMARA ROSA MERINO HERNANDEZ----------
------2141 SW 66 Avenue----------
------Miami, Florida 33155----------

------OMAR MERINO JIMENEZ----------
------2141 SW 66 Avenue----------
------Miami, Florida 33155----------

------TO BUYER:----------
------PR INVESTCO LLC----------
-------733 Third Avenue----------
-------New York, NY 10017----------
------Attention: Eileen Sawyer----------
-----Electronic Mail: roberto.ruiz@ccgc.com.do----------

------TO THE BROKER:----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920----------
------Attention: José Enrique Pérez Cruz----------
-----Electronic Mail: passportre@gmail.com----------

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-----2.14. Sellers represent and warrant to Buyer that, to the best of Sellers' knowledge, there are no toxic, dangerous, contaminated or contaminating substances, in the PROPERTY, and the PROPERTY has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----2.15. The appearing parties acknowledge that the Broker, Mister José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the subject of this Option. The fees to Mr. Pérez Cruz and his associates, if any, for said service will be the responsibility of Buyer, and paid to the Broker simultaneously

with the execution of the Purchase-Sale Deed, only if the Option is exercised by Buyer and Buyer buys the PROPERTY pursuant to the Option. Said fees will amount to THREE HUNDRED SIXTY THOUSAND DOLLARS ($360,000), equivalent to five percent (5%) of the purchase-sale price of the PROPERTY.----------

-----2.16. The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed.----------

-----2.17. In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgement, judicial order or similar document, then and in that event the rest of this public deed will continue in full force and effect.----------

-----2.18. During the Term, Buyer and its employees, agents and/or contractors are authorized to enter the PROPERTY to make studies and/or surveys, identify boundaries, take measurements, identify and demarcate the maritime zone ("deslinde de la zona marítimo terrestre") and make inspections, during business days and hours. During the Term, Buyer and its employees, agents and/or contractors are authorized to obtain al necessary certifications of the maritime zone ("deslinde de la zona marítimo Terrestre") from the Department of Natural Resourced of the Commonwealth of Puerto Rico and/or from any and all agencies or governmental entities with jurisdiction about the boundaries of the maritime zone ("zona marítimo Terrestre"). The persons entering the PROPERTY pursuant to this authorization will be responsible for the damages suffered or caused by them in the

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PROPERTY. Every employee who enters the PROPERTY pursuant to this authorization will be insured by a valid policy of the Puerto Rico State Insurance Fund, and, if applicable, of the "Chauffers' Insurance" or "Seguro Choferil". In addition, Buyer will have in place, during the term of the Option, a public liability insurance policy covering damages caused or suffered in the PROPERTY by the persons who enter it pursuant to this authorization, with a minimum coverage of ONE MILLION DOLLARS ($1,000,000) per occurrence. Sellers will appear as co-insured in the policy, together with Buyer.----------

-----2.19. During the Term, Buyer is authorized to seek the approvals, permits and endorsements necessary for the development in the PROPERTY of a residential, recreational and tourism project, or of part of a residential, recreational and tourism project, provided the existing DTS zoning of the PROPERTY is not changed, and that such approvals, permits and endorsements (i) comply with the requirements of the existing DTS zoning of the PROPERTY; and (ii) do not negatively affect and/or diminish the value or quality of the PROPERTY. The aforesaid authorization includes authorization to identify and demarcate the maritime zone ("deslinde de la zona marítimo terrestre). Sellers hereby commit to confirm this authorization in writing if required by Buyer, for presentation to the corresponding public or governmental agencies and entities. If the PROPERTY is not purchased by Buyer, all approvals, permits and endorsements obtained by Buyer for the PROPERTY pursuant to the aforesaid authorization will be transferred and

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assigned by Buyer to Sellers at the end of the Term, at no cost to Sellers.----------

-----2.20. The PROPERTY may not be altered during the Term, except only if specifically authorized in advance, in writing, by Sellers and Buyer.----------

-----2.21. The Option is not transferable by Sellers. Conversely, Buyer is authorized to transfer or assign this agreement and all its rights and obligations hereunder, at the sole option and discretion of Buyer.----------

-----2.22. The appearing parties agree that this Deed of Option will remain in full force and effect, obliges the appearing parties, and their successors, heirs or assigns, according to the Laws of the Commonwealth of Puerto Rico. ----------



---THIRD: Additional Documentation. The parties hereto agree to execute and deliver any additional instruments and documents that may be necessary to record the transaction contemplated in this deed in the Registry of the Property of Puerto Rico. Any costs and expenses, including attorneys' fees, incurred in connection with the execution of any additional instruments and documents shall be for the account of the Buyer. ----------

---FOURTH: Request to the Registrar. The Honorable Registrar of the Property of Puerto Rico is respectfully requested to record in the Registry of the Property of Puerto Rico the Option, as set forth in this deed.----------

---FIFTH: If Buyer does not purchase the PROPERTY pursuant to the Option, Buyer will, within thirty (30) consecutive calendar days after the end of the Term, at Buyer's cost and expense, (i) cancel the lien or encumbrance

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on the PROPERTY created by the Option; and (ii) file for recordation in the Registry of the Property of Puerto Rico any and all documents needed for the recording of said cancellation in the Registry of the Property. If the appearance of Sellers is required in said cancellation, Sellers will appear therein. ----------

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----------ACCEPTANCE AND WARNINGS----------

---The appearing parties to this deed accept the same as drafted because it has been drawn up in accordance with their stipulations, terms and conditions. I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this deed and they were fully advised by me thereon. Specifically, I advised them of the following:----------



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-----(a) That any liens or encumbrances affecting title to the PROPERTY that may be filed for recordation prior to the filing of this deed may be legally binding and could take precedence over this deed.----------

-----(b) It is advisable to verify the status of liens and encumbrances on the PROPERTY as they may appear from the Registry of the Property of Puerto Rico on the date hereof and of the adverse consequences which may result from the failure to do so. To this effect, the appearing parties have been warned and advised by the subscribing Notary Public about the following: (i) that the digital system of recordation of the Digital Registry of Immovable Property of the Commonwealth of Puerto Rico provides Access to the Electronic Diary of Daily Operations, the Electronic Book of Recordation's, and the Single Book of Lines ("Libro Unico de Embargos") twenty four (24) hours a day, seven (7) days a week for both inquiries and filings which may affect the registration or rights under this deed; (ii) that said electronic books have been reviewed up to the date of the title search prepared for this transaction; and (iii) that the authorizing Notary Public has not consulted the Registry of the Property of Puerto Rico in any way whatsoever after the date of the aforementioned title search, to all of which the appearing parties give their acceptance and compliance, being fully aware of its consequences.----------

-----(c) That this deed was prepared in accordance with title searches (the "Title Searches"), prepared by **Capital Title Services, Inc.**, an entity engaged in such business, and not by the undersigned Notary. The aforementioned Title

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Searches are dated February twenty one (21), two thousand twenty three (2023). ----------

-----(d) The appearing parties accept the Title Search and are satisfied with the contents thereof. Consequently, the appearing parties release the Notary from any responsibility due to errors or omissions in said Title Search and/or due to any changes in the title to the PROPERTY or in its liens and encumbrances that might occur between the date of the Title Search and the date this deed is presented to the Registry of the Property of Puerto Rico for registration.----------

-----(e) The necessity and convenience of obtaining a negative certification of debt from the Municipal Revenue Collection Center tax rolls (CRIM – Centro de Recaudaciones de Ingresos Municipales) regarding the PROPERTY.----------

-----(f) This deed must be recorded in the appropriate Section of the Registry of the Property of Puerto Rico in order to bind all rights herein to third-parties.----------

---The appearing parties waived the right which I advised them they had to have witnesses to the execution of this deed; but, upon my advice, made use of their right to read the same, and, finding it drafted to their entire satisfaction, having been advised by me, the Notary, of the pertinent legal warnings and reservations, acknowledging that they have understood this deed in all its parts, fully ratify and confirm the statements contained herein as the true and exact embodiment of their stipulations, terms, and conditions, proceed to sign before me, and to affix their initials on each folio of the same.----------

---And I, the Notary, do hereby CERTIFY AND ATTEST as to my personal knowledge or identification of the appearing

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parties and as to their personal circumstances, in accordance with their statements, as well as to all other things herein contained.----------

---I, the Notary, CERTIFY AND GIVE FAITH.----------

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CERTIFICO que en la misma fecha y lugar de su otorgamiento expedí primera copia certificada a favor de la parte compradora. DOY FE. ----

Notario(a) Público(a)

MARIA DEL ROSARIO PUJOL THOMPSON ABOGADO-NOTARIO

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----DEED NUMBER THIRTY TWO (32)----------

------ DEED OF OPTION TO PURCHASE REAL ESTATE ------

---In the City of Mayaguez, Puerto Rico, on this ninth (9th) day of June, two thousand twenty three (2023),----------

---------- **BEFORE ME,** ----------

---MARIA DEL ROSARIO PUJOL THOMPSON, Attorney-at-Law and Notary Public in and for the Commonwealth of Puerto Rico, with residence in Guaynabo, Puerto Rico, and offices located at suite two hundred (200), Puerta del Condado Building, one thousand ninety five (1095) Wilson Street, San Juan, Puerto Rico,----------

---------- **APPEAR:** ----------

---AS PARTY OF THE FIRST PART: The following eight (8) persons who will be hereinafter jointly referred to as "Sellers": **(i) MARIANITA CARBÓ CRUZ** (hereinafter referred to as "MARIANITA"), who is of legal age, single, property owner and resident of Mayaguez, Puerto Rico; **(ii) MARIA JULIA MERINO MORENO** (hereinafter referred to as "MARIA JULIA"), who is of legal age, married to José Bermúdez, property owner and resident of Mayaguez, Puerto Rico; **(iii) JULIO MERINO RODRIGUEZ** (hereinafter referred to as "JULIO"), who is of legal age, married to Leidis Regalado Arias, merchant and resident of Miami, Florida, United States of America; **(iv) ROLANDO MERINO CARBÓ** (hereinafter referred to as "ROLANDO"), who is of legal age, married to Desiree Vallejo Colón, property owner and resident of Baytown, Texas, United States of America, who appears herein represented by his attorney in fact ("apoderada") Marianita Carbó Cruz, who is of legal age, single, property

owner and resident of Mayaguez, Puerto Rico, pursuant to General Power of Attorney ("Poder General"), executed on March eleven (11), two thousand twenty three (2023), in Houston, Texas, United States of America, before notary public Ana Membreno, with license number one, two, five, zero, three, three, four, five, three (125033453) and whose commission expires on August twenty five (25), two thousand twenty four (2024), protocolized in Cabo Rojo, Puerto Rico, as per public deed number eight (8) of April fourteen (14), two thousand twenty three (2023), before notary public Martín Aguilar Martínez. I, the Notary, hereby certify that I have had before me a certified copy of said Deed of Protocolization, that I have reviewed it, together with a certified copy of the aforesaid General Power of Attorney, and that, in my opinion, said documents are legally valid and correct, and comply with all legal requirements needed to authorize MARIANITA to appear in this public deed on behalf of ROLANDO, as attorney in fact ("apoderada") of ROLANDO; **(v) JOHANNA MERINO CARBÓ** (hereinafter referred to as "JOHANNA"), who is of legal age, married to Luis Pérez Torres, merchant and resident of Fredericksburg, Virginia, United States of America, who appears herein represented by her attorney in fact ("apoderada"), Julia Torres Hernández, who is of legal age, single, property owner and resident of San Juan, Puerto Rico, pursuant to General Power of Attorney ("Poder General") created as per public deed number eighteen (18), of November fifteen (15), two thousand eighteen (2018), executed in Mayaguez, Puerto Rico, before notary public Gabriel J. Tamayo Pérez. I the Notary, hereby certify that I

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have had before me a certified copy of said deed of General Power of Attorney, that I have reviewed it, and that in my opinion, said document is legally valid and correct, and complies with all legal requirements needed to authorize Julia Torres Hernández to appear in this public deed on behalf of JOHANNA, as attorney in fact ("apoderada") of JOHANNA; **(vi) OSMARY MERINO HERNANDEZ** (hereinafter referred to as "OSMARY"), who is of legal age, single, operator and resident of the municipality of Encrucijada, Villa Clara province, Republic of Cuba, who appears herein represented by his attorney in fact ("apoderado"), JULIO, who is of legal age, married, merchant and resident of Miami, Florida, United States of America, pursuant to Special Power of Attorney ("Poder Especial") created as per public deed number twenty two (22), of January nineteen (19), two thousand nineteen (2019), executed in the municipality of Encrucijada, Villa Clara province, Republic of Cuba, before Cuban notary public Juan Manuel Hernández Granado, protocolized in San Juan, Puerto Rico, as per public deed number six (6), of February sixteen (16), two thousand twenty three (2023), before Puerto Rico notary public María del Rosario Pujol Thompson. I, the Notary, hereby certify that I have had before me a certified copy of said Deed of Protocolization, that I have reviewed it, together with a certified copy of the aforesaid special power of attorney, and that, in my opinion, said documents are legally valid and correct, and comply with all legal requirements needed to authorize JULIO to appear in this public deed on behalf of OSMARY, as attorney in fact ("apoderado") of OSMARY; **(vii) OSMARA ROSA MERINO HERNANDEZ**

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(hereinafter referred to as "OSMARA"), who is of legal age, single, property owner and resident of the municipality of Encrucijada, Villa Clara province, Republic of Cuba, who appears herein represented by her attorney in fact, JULIO, who is of legal age, married, merchant and resident of Miami, Florida, United States of America, pursuant to Special Power of Attorney ("Poder Especial") created as per public deed number twenty three (23), of January nineteen (19), two thousand nineteen (2019), executed in the municipality of Encrucijada, Villa Clara province, Republic of Cuba, before Cuban notary public Juan Manuel Hernández Granado, protocolized in San Juan, Puerto Rico, as per public deed number seven (7), of February sixteen (16), two thousand twenty three (2023), before Puerto Rico notary public María del Rosario Pujol Thompson. I, the Notary, hereby certify that I have had before me a certified copy of said Deed of Protocolization, that I have reviewed it, together with a certified copy of the aforesaid special power of attorney, and that, in my opinion, said documents are legally valid and correct, and comply with all legal requirements needed to authorize JULIO to appear in this public deed on behalf of OSMARA, as attorney in fact ("apoderado") of OSMARA; and **(viii) OMAR MERINO JIMENEZ** (hereinafter referred to as "OMAR"), who is of legal age, single, unemployed and resident of the municipality of Encrucijada, Villa Clara province, Republic of Cuba, who appears herein represented by his attorney in fact ("apoderado"), JULIO, who is of legal age, married, merchant and resident of Miami, Florida, United States of America, pursuant to Special Power of Attorney

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("Poder Especial") created as per public deed number twenty one (21), of January nineteen (19), two thousand nineteen (2019), executed in the municipality of Encrucijada, Villa Clara province, Republic of Cuba, before Cuban notary public Juan Manuel Hernández Granado, protocolized in San Juan, Puerto Rico, as per public deed number eight (8), of February sixteen (16), two thousand twenty three (2023), before Puerto Rico notary public María del Rosario Pujol Thompson. I, the Notary, hereby certify that I have had before me a certified copy of said Deed of Protocolization, that I have reviewed it, together with a certified copy of the aforesaid special power of attorney, and that, in my opinion, said documents are legally valid and correct, and comply with all legal requirements needed to authorize JULIO to appear in this public deed on behalf of OMAR, as attorney in fact ("apoderado") of OMAR;--

---**AS PARTY OF THE SECOND PART: PR INVESTCO LLC** (hereinafter "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of the State of Delaware, United States of America, represented herein by its authorized representative, MS. GLADYS OMAYRA FONTANEZ REYES, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this public deed arises from Certificate of Resolution of PR INVESTCO LLC signed by Eileen Sawyer, in her capacity of Manager of PR INVESTCO LLC, on May seventeen (17), two thousand twenty three (2023), in New York, New York, United States of America, before notary public Eric Orenstein, an original of which I, the Notary, hereby certify to have had before me, and

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which, in my opinion, is in full compliance with all legal requirements to authorize Ms. Gladys Omayra Fontanez Reyes to appear in this public deed on behalf of Buyer; and----------

---AS THE PARTY OF THE THIRD PART: Mister **JOSE ENRIQUE PEREZ CRUZ**, also known as José E. Pérez (hereinafter the "Broker"), who is of legal age, married, real estate broker, and resident of Bayamón, Puerto Rico.----------

---I, the Notary, certify that I am personally acquainted with GLADYS OMAYRA FONTANEZ REYES, JOSE ENRIQUE PEREZ CRUZ, MARIANITA, MARIA JULIA, ROLANDO, JOHANNA and JULIO and, through their statements, I further certify as to their respective ages, civil status, residences and occupations. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument. I, the Notary, certify that I am not personally acquainted with OSMARY, OSMARA and OMAR, who appear herein represented by JULIO, as their attorney in fact. I certify that the respective ages, civil status, residences, occupations and legal capacities of OSMARY, OSMARYA and OMAR to execute this public deed represented by JULIO appear from their respective powers of attorney mentioned hereinabove. Accordingly, the parties hereby----------

----------STATE AND AGREE:----------

---FIRST: <u>The Property; Title, Liens and Encumbrances</u>.------

-----One. <u>Title</u>. MARIANITA is the owner in fee simple title ("pleno dominio") and has the possession of a fifty percent (50%) participation or interest in the six (6) parcels of land

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described in the Spanish language hereinafter, which will be jointly referred to hereinafter as the "PROPERTY". MARIANITA, MARIA JULIA, JULIO, ROLANDO, JOHANNA, OSMARY, OSMARA and OMAR are the legitimate heirs (hereinafter, jointly, the "Heirs") of Mister Quirino Merino Pedroso (hereinafter "QUIRINO") as it appears from QUIRINO's last will and testament, deed number thirty seven (37), executed in Cabo Rojo, Puerto Rico, on December twenty one (21), two thousand ten (2010), before notary public Martín Aguilar Martínez (hereinafter the "Last Will and Testament"). As per the Last Will and Testament, the Heirs are the owners in fee simple title ("pleno dominio") and have the possession of a fifty percent (50%) participation or interest in the PROPERTY:----------

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----------**PROPERTY ONE (1)**----------

---**"RUSTICA:** Parcela número veintiuno (21), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número veinte (20) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número treinta y cuatro (34) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número cincuenta (50) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número once (11) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."-

---PROPERTY ONE (1) is parcel number eighteen thousand seven hundred eighty two (18,782), recorded at page one hundred sixty (160) of volume nine hundred seventy four (974), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico (the "Registry").----------

---PROPERTY ONE (1) was acquired by MARIANITA and QUIRINO when they were married to each other, through

deed number two hundred fifty four (254), executed in Mayaguez, Puerto Rico, on June one (1), nineteen ninety (1990), before notary public Roberto M. García Rullán, recorded at the overleaf of page two hundred forty one (241), of volume five hundred nine (509) of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty two (18,782), second (2nd) inscription. PROPERTY ONE (1) was acquired by the Heirs pursuant to the Last Will and Testament.----------

---The real property tax identification number ("Número de Catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to PROPERTY ONE (1) is three hundred seventy nine dash zero zero zero dash zero ten dash zero five dash zero zero zero (379-000-010-05-000).----------

---By its origin, PROPERTY ONE (1) is free of liens and encumbrances. ----------

---By itself, the PROPERTY ONE (1) is subject to: ----------

-----A) Restrictive covenants of edification and use constituted as per deed number two hundred fifty one (251), executed in Mayaguez, Puerto Rico, on June one (1), nineteen ninety (1990), before notary public Roberto M. García Rullán, recorded at page two hundred forty one (241) of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty two (18,782), first (1st) inscription.----------

-----B) Mortgage guaranteeing a mortgage note to the order of its bearer, in the principal sum of NINETY THOUSAND DOLLARS ($90,000), with interest at ten per cent (10%) per annum, due upon demand, constituted as per deed number

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two hundred fifty five (255), executed in Mayaguez, Puerto Rico, on June one (1), nineteen hundred ninety (1990), before notary public Roberto M. García Rullán, recorded at the overleaf of page two hundred forty one (241), of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty two (18,782), second (2nd) inscription, modified as per deed number four hundred six (406), executed in Mayaguez, Puerto Rico, on June eighteen (18), two thousand four (2004), before notary public Esther Rebeca Luzón Colón, recorded at page one hundred sixty six (166), of volume nine hundred seventy four (974), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty two (18,782), third (3rd) inscription.----------

----------PROPERTY TWO (2)----------

---**"RUSTICA:** Parcela número veinte (20) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número cuarenta y siete (47) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número veintiuno (21) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número cincuenta y siete (57) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número diez (10) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."----------

---PROPERTY TWO (2) is parcel number eighteen thousand seven hundred eighty one (18,781), recorded at page two hundred thirty five (235) of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry.----------

---PROPERTY TWO (2) was acquired by MARIANITA and

QUIRINO when they were married to each other, through deed number two hundred fifty two (252), executed in Mayaguez, Puerto Rico, on June one (1), nineteen hundred ninety (1990), before notary public Roberto M. García Rullán, recorded at page two hundred thirty six (236), of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty one (18,781), second (2nd) inscription. PROPERTY TWO (2) was acquired by the Heirs pursuant to the Last Will and Testament.----------

---The real property tax identification number ("Número de Catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to PROPERTY TWO (2) is three hundred seventy nine dash zero zero zero dash zero ten dash zero four dash zero zero zero (379-000-010-04-000).----------

---By its origin, PROPERTY TWO (2) is free of liens and encumbrances.----------

---By itself, PROPERTY TWO (2) is subject to:----------

-----A) Restrictive covenants of edification and use constituted as per deed number two hundred fifty one (251), executed in Mayaguez, Puerto Rico, on June one (1), nineteen ninety (1990), before notary public Roberto M. García Rullán, recorded at page two hundred thirty five (235) of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty one (18,781), first (1st) inscription.----------

-----B) Mortgage guaranteeing a mortgage note to the order of its bearer, in the principal sum of NINETY THOUSAND

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DOLLARS ($90,000), with interest at ten per cent (10%) per annum, due upon demand, constituted as per deed number two hundred fifty three (253), executed in Mayaguez, Puerto Rico, on June one (1), nineteen hundred ninety (1990), before notary public Roberto M. García Rullán, recorded at page two hundred thirty six (236), of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty one (18,781), second (2nd) inscription, modified as per deed number four hundred nine (409), executed in Mayaguez, Puerto Rico, on June eighteen (18), two thousand four (2004), before notary public Esther Rebeca Luzón Colón, recorded at page one hundred sixty three (163), of volume nine hundred seventy four (974), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty one (18,781), third (3rd) inscription.----------

----------**PROPERTY THREE (3)**----------

---**"RUSTICA:** Parcela número diecinueve (19) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con el Mar Caribe; por el SUR, con la parcela número catorce (14) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número uno (1) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número ciento ochenta y uno (181) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."----------

---PROPERTY THREE (3) is parcel number eighteen hundred eight hundred thirty (18,830), recorded at page two hundred twenty nine (229) of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry.----------

--- PROPERTY THREE (3) was acquired by MARIANITA and

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QUIRINO when they were married to each other, through deed number ten (10) executed in Mayaguez, Puerto Rico, on February twenty two (22), nineteen hundred eighty eight (1988), before notary public Juan Agustín Rivero, recorded at page number two hundred twenty nine (229) of volume five hundred seventy (570), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred thirty (18,830), second (2nd) inscription. PROPERTY THREE (3) was acquired by the Heirs pursuant to the Last Will and Testament.----------

---The real property tax identification number ("número de catastro") assigned by the Muncipal Revenue Collection Center ("CRIM") to PROPERTY THREE (3) is three hundred seventy nine dash zero zero zero dash zero ten dash zero three dash zero zero zero (379-000-010-03-000).----------

---By its origin, PROPERTY THREE (3) is free of liens and encumbrances.----------

---By itself, PROPERTY THREE (3) is subject to:----------

-----A) Restrictive covenants of edification and use constituted as per deed number seven (7), executed in Mayaguez, Puerto Rico, on February twenty (20), nineteen hundred eighty eight (1988), before notary public Juan Agustín Rivero, recorded at page two hundred twenty nine (229) of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred thirty (18,830), second (2nd) Marginal Note.----------

-----B) Mortgage guaranteeing a mortgage note to the order of its bearer, in the principal sum of FIFTY THOUSAND

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DOLLARS ($50,000), with interest at a variable rate over the preferential rate, due upon demand, constituted as per deed number one thousand seven hundred sixty seven (1,767), executed in Mayaguez, Puerto Rico, on July twelve (12), two thousand (2000), before notary public Francisco Biaggi Landrón, recorded at page twenty one (21), of volume seven hundred fifty seven (757), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred thirty (18,830), third (3rd) inscription, modified as per deed number four hundred seven (407), executed in Mayaguez, Puerto Rico, on June eighteen (18), two thousand four (2004), before notary public Esther Rebeca Luzón Colón, recorded at page twenty one (21), of volume seven hundred fifty seven (757), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred thirty (18,830), fourth (4th) inscription.----------

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----------**PROPERTY FOUR (4)**----------

---**"RUSTICA:** Parcela número ciento ochenta y uno (181) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con el Mar Caribe; por el SUR, con la parcela número catorce (14) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número diecinueve (19) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número ciento ochenta y dos (182) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."----------

---PROPERTY FOUR (4) is parcel number eighteen thousand eight hundred sixteen (18,816), recorded at page one hundred forty five (145) of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

--- PROPERTY FOUR (4) was acquired by MARIANITA and QUIRINO when they were married to each other, through deed number eight (8), executed in Mayaguez, Puerto Rico, on February twenty (20), nineteen hundred eighty eight (1988), before notary public Juan Agustín Rivera, recorded at page one hundred forty five (145), of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred sixteen (18,816), second (2nd) inscription. PROPERTY FOUR (4) was acquired by the Heirs pursuant to the Last Will and Testament.----------

---The real property tax identification number ("número de catastro") assigned by the Muncipal Revenue Collection Center ("CRIM") to PROPERTY FOUR (4) is three hundred seventy nine dash zero zero zero dash zero zero nine dash zero five dash zero zero zero (379-000-009-05-000).----------

---By its origin, PROPERTY FOUR (4) is free of liens and encumbrances.----------

---By itself, PROPERTY FOUR (4) is subject to the following liens and encumbrances:----------

-----A) Restrictive covenants of edification and use, constituted as per deed number seven (7), executed in Mayaguez, Puerto Rico, on February twenty (20), nineteen hundred eighty eight (1988), before notary public Juan Agustín Rivero, recorded at page one hundred forty five (145), of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred sixteen (18,816), first (1st) recording.-

----------PROPERTY FIVE (5)----------

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---**"RUSTICA:** Parcela número treinta y dos (32) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número cuarenta y uno (41) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número sesenta y cinco (65) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número treinta y nueve (39) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número setenta y tres (73) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."----------

---PROPERTY FIVE (5) is parcel number eighteen thousand six hundred ninety five (18,695), recorded at page nineteen (19) of volume five hundred eight (508), of Cabo Rojo, Section of San Germán of the Registry.----------

--- PROPERTY FIVE (5) was acquired by MARIANITA and QUIRINO when they were married to each other, through deed number thirty four (34), executed in Cabo Rojo, Puerto Rico, on September nineteen (19), two thousand eight (2008), before notary public Martín Aguilar Martínez, presented for inscription on March six (6), two thousand twenty three (2023), at entry number two thousand twenty three dash zero two six zero one six dash "S""G" zero one (2023-026016-SG01) of the Karibe System, First (1st) Section of San Germán of the Registry. PROPERTY FIVE (5) was acquired by the Heirs pursuant to the Last Will and Testament.----------

---The real property tax identification number ("número de catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to PROPERTY FIVE (5) is four hundred two dash zero zero eight dash three hundred twenty seven dash twenty five dash zero zero zero (402-008-327-25-000).--------

---By its origin, PROPERTY FIVE (5) is free of liens and encumbrances.----------

---By itself, PROPERTY FIVE (5) is subject to the following liens and encumbrances:----------

-----A) Mortgage over PROPERTY FIVE (5) and other parcels of land guaranteeing a mortgage note in favor of Doral Bank, or to its order, in the principal sum of one million seven hundred thousand dollars ($1,700,000), and whereby PROPERTY FIVE (5) responds for the sum of NINETEEN THOUSAND SEVEN HUNDRED SEVENTY SIX DOLLARS ($19,776), with interest at fifteen per cent (15%) per annum, due upon demand, constituted by deed number forty one (41), executed in San Juan, Puerto Rico, on May thirty one (31), two thousand (2000), before notary public Francisco Pujol Meneses, recorded at page ten (10) of volume eight hundred sixty four (864), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand six hundred ninety five (18,695), third (3rd) inscription, clarified by deed number forty five (45), executed in San Juan, Puerto Rico, on August twenty two (22), two thousand five (2005), before notary public Francisco Pujol Meneses, recorded at the margin of the third (3rd) inscription.----------

-----B) Mortgage over PROPERTY FIVE (5) and other parcels of land guaranteeing a mortgage note in favor of Doral Bank, or to its order, in the principal sum of one million three hundred thousand dollars ($1,300,000), and whereby PROPERTY FIVE (5) responds for the sum of FIFTEEN THOUSAND ONE HUNDRED TWENTY THREE DOLLARS ($15,123), with interest at fifteen per cent (15%) per annum,

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due upon demand, constituted by deed number thirty two (32), executed in San Juan, Puerto Rico, on April twenty five (25), two thousand one (2001), before notary public Francisco Pujol Meneses, recorded at page ten (10) of volume eight hundred sixty four (864), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand six hundred ninety five (18,695), fourth (4th) inscription, clarified by deed number forty five (45), executed in San Juan, Puerto Rico, on August twenty two (22), two thousand five (2005), before notary public Francisco Pujol Meneses, recorded at the margin of the fourth (4th) inscription.----------

-----C) Mortgage over PROPERTY FIVE (5) and other parcels of land guaranteeing a mortgage note in favor of its bearer, or to its order, in the principal sum of three hundred seventy thousand dollars ($370,000), and whereby PROPERTY FIVE (5) responds for the sum of FOUR THOUSAND SIX HUNDRED TWENTY FIVE DOLLARS ($4,625), with interest at five per cent (5%) per annum, due upon demand, constituted by deed number ninety two (92), executed in Mayaguez, Puerto Rico, on September twenty nine (29), two thousand five (2005), before notary public José M. Biaggi Junquera, recorded at the overleaf of page ten (10), of volume eight hundred sixty four (864), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand six hundred ninety five (18,695), sixth (6th) inscription.----------

----------**PROPERTY SIX (6)**----------

---**"RUSTICA:** Parcela número dieciocho (18), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con la

parcela número uno (1) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número veintidós (22) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número sesenta (60) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número catorce (15) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."-----

---PROPERTY SIX (6) is parcel number eighteen thousand eight hundred twenty nine (18,829), recorded at page two hundred twenty three (223) of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry.----------

---PROPERTY SIX (6) was acquired by MARIANITA and QUIRINO when they were married to each other, through deed number two hundred fifty eight (258), executed in Mayaguez, Puerto Rico, on December twenty three (23), nineteen ninety three (1993), before notary public José A. Olivieri Rodríguez, recorded at page two hundred twenty four (224) of volume five hundred ten (510), of volume five hundred nine (509) of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred twenty nine (18,829) third (3rd) inscription. PROPERTY SIX (6) was acquired by the Heirs pursuant to the Last Will and Testament.----------

---The real property tax identification number ("número de catastro") assigned by CRIM to PROPERTY SIX (6) is three hundred seventy nine dash zero ninety nine dash three hundred twenty seven dash seventy nine dash zero zero zero (379-099-327-79-000).----------

---By its origin, PROPERTY SIX (6) is subject to easements in favor or all public utilities. ----------

---By itself, the PROPERTY SIX (6) is free of liens and

encumbrances.----------

---MARIA JULIA, JULIO, ROLANDO and JOHANNA represent and warrant that they will acquire the PROPERTY in their personal capacities, as heirs of QUIRINO and not as part of any conjugal partnership.----------

---SECOND: Buyer wishes to acquire an option to buy the PROPERTY, with all its improvements, and rights and annexes, together with the possession thereof, and Sellers wish to grant, and hereby grant, said option to Buyer (hereinafter the "Option"), which is done pursuant to this public instrument and in accordance with the following:----------

----------TERMS AND CONDITIONS:----------

-----2.1. The purchase-sale price of the PROPERTY will be the lump sum of SEVEN MILLION TWO HUNDRED THOUSAND DOLLARS ($7,200,000), of which (i) ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000) will correspond and will be allocated to PROPERTY ONE (1); (ii) ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000) will correspond and will be allocated to PROPERTY TWO (2); ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000) will correspond and will be allocated to PROPERTY THREE (3); (iv) ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000) will correspond and will be allocated to PROPERTY FOUR (4); ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000) will correspond and will be allocated to PROPERTY FIVE (5); and ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000) will

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correspond and will be allocated to PROPERTY SIX (6).-------

---The SEVEN MILLION TWO HUNDRED THOUSAND DOLLARS ($7,200,000) purchase price of the PROPERTY is payable as follows:----------

----------2.1.1. the sum of THREE HUNDRED SIXTY THOUSAND DOLLARS ($360,000) has been paid by Buyer to Sellers simultaneously with the execution of this public deed, as consideration for the Option and as good faith deposit (the "Deposit"), which will be non-reimbursable, except only as set forth below in this public deed. Sellers hereby acknowledge receipt of the Deposit. Of said Deposit, (i) SIXTY THOUSAND DOLLARS ($60,000) will correspond and will be allocated to PROPERTY ONE (1); (ii) SIXTY THOUSAND DOLLARS ($60,000) will correspond and will be allocated to PROPERTY TWO (2); (iii) SIXTY THOUSAND DOLLARS ($60,000) will correspond and will be allocated to PROPERTY THREE (3); (iv) SIXTY THOUSAND DOLLARS ($60,000) will correspond and will be allocated to PROPERTY FOUR (4); (v) SIXTY THOUSAND DOLLARS ($60,000) will correspond and will be allocated to PROPERTY FIVE (5); and (vi) SIXTY THOUSAND DOLLARS ($60,000) will correspond and will be allocated to PROPERTY SIX (6).----------

----------2.1.2 the sum of SIX MILLION EIGHT HUNDRED FORTY THOUSAND DOLLARS ($6,840,000) will be payable in full by Buyer to the order of Sellers, simultaneously with the execution of the purchase sale public deed whereby Buyer will acquire fee simple title to the PROPERTY and the possession thereof, pursuant to the Option (the "Purchase-Sale Deed"). Of said amount, (i) ONE MILLION

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ONE HUNDRED FORTY THOUSAND DOLLARS ($1,140,000) will correspond and will be allocated to PROPERTY ONE (1); (ii) ONE MILLION ONE HUNDRED FORTY THOUSAND DOLLARS ($1,140,000) will correspond and will be allocated to PROPERTY TWO (2); (iii) ONE MILLION ONE HUNDRED FORTY THOUSAND DOLLARS ($1,140,000) will correspond and will be allocated to PROPERTY THREE (3); (iv) ONE MILLION ONE HUNDRED FORTY THOUSAND DOLLARS ($1,140,000) will correspond and will be allocated to PROPERTY FOUR (4); (v) ONE MILLION ONE HUNDRED FORTY THOUSAND DOLLARS ($1,140,000) will correspond and will be allocated to PROPERTY FIVE (5); and (vi) ONE MILLION ONE HUNDRED FORTY THOUSAND DOLLARS ($1,140,000) will correspond and will be allocated to PROPERTY SIX (6).-----

---As per the specific instructions of Sellers, all payments to Sellers pursuant to this deed and to the Purchase-Sale Deed will be by deposited by Buyer in an escrow account on behalf of Sellers at The Title Security Group.----------

-----2.2. The Option is granted for a term equal to: (i) one (1) year, starting on the date of execution of this public deed and ending on June nine (9), two thousand twenty four (2024); or (ii) thirty (30) calendar days after the Heirs present for inscription or recording their fifty percent (50%) participation or interest in the PROPERTY through the filing of the required documents or "Instancias" in the Registry, **whichever occurs later** (the "Term").----------

-----2.3. Upon the execution of the Purchase-Sale Deed, the Deposit will be credited to the portion of the purchase-sale

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price payable on the date of execution of the Purchase-Sale Deed.----------

-----2.4. If the Term ends and Buyer has not bought the PROPERTY within the Term (except for reasons attributable to Sellers), then the Deposit will be lost by Buyer, and will become the property of Sellers, as liquidated damages. If the PROPERTY cannot be bought by Buyer within the Term, for reasons attributable to Sellers, then Sellers will reimburse the Deposit to Buyer at the end of the Term.----------

-----2.5. The real estate property taxes payable to the Centro de Recaudaciones de Ingresos Municipales ("CRIM"), and all special taxes (if applicable) of the PROPERTY will be the responsibility of Sellers and payable by Sellers up to the date of execution of the Purchase-Sale Deed (the "Closing Date"). Thereafter they shall be the responsibility of Buyer and payable by Buyer.----------

-----2.6. The Purchase-Sale Deed shall be executed before a notary public selected by Buyer.----------

-----2.7. Deeds to cancel any liens or encumbrances affecting the PROPERTY, if any, existing at the time of execution of the Purchase-Sale Deed, except any permitted encumbrances, will be executed no later than the Closing Date, before a notary public selected by Buyer.----------

-----2.8. Through the Purchase-Sale Deed, Buyer will acquire recordable fee simple title to the PROPERTY and the possession thereof, "as is, where is", free and clear of occupants, liens and encumbrances, except permitted encumbrances disclosed in this deed, if any. During the Term of the Option, Sellers will have the possession of the

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PROPERTY and will be allowed to conduct legal business activities in the PROPERTY.----------

-----2.9. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of the Property of Puerto Rico of this public deed and of the Purchase-Sale Deed will be paid by Buyer.----------

-----2.10. The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of the Property of the deeds of cancellation mentioned in Section 2.7, above (if any) shall be paid by Sellers.----------

-----2.11. This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them.----------

-----2.12. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of Puerto Rico in the event of any litigation pursuant to this public deed.

-----2.13. All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

------TO SELLERS:----------
------MARIANITA CARBÓ CRUZ----------
------Urbanización Belmonte----------
------Calle Madrid 50----------
------Mayaguez, Puerto Rico 00680----------

------MARIA JULIA MERINO MORENO----------
------Urbanización Belmonte----------
------Calle Galicia 63----------
------Mayaguez, Puerto Rico 00680----------
------mjuliamerino@gmail.com----------

------JULIO MERINO RODRIGUEZ----------
------2141 SW 66 Avenue----------
------Miami, Florida 33155----------

------ROLANDO MERINO CARBÓ----------
------14139 Little River Drive----------
------Baytown, Texas 77523----------

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------JOHANNA MERINO CARBÓ----------
------9521 Whiteheart Drive----------
------Fredericksburg, Virginia 22407----------
------johanna_merino@hotmail.com----------

------OSMARY MERINO HERNANDEZ----------
------2141 SW 66 Avenue----------
------Miami, Florida 33155----------

------OSMARA ROSA MERINO HERNANDEZ----------
------2141 SW 66 Avenue----------
------Miami, Florida 33155----------

------OMAR MERINO JIMENEZ----------
------2141 SW 66 Avenue----------
------Miami, Florida 33155----------

------TO BUYER:----------
------PR INVESTCO LLC----------
-------733 Third Avenue----------
-------New York, NY 10017----------
------Attention: Eileen Sawyer----------
-----Electronic Mail: roberto.ruiz@ccgc.com.do----------

------TO THE BROKER:----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920----------
------Attention: José Enrique Pérez Cruz----------
-----Electronic Mail: passportre@gmail.com----------

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-----2.14. Sellers represent and warrant to Buyer that, to the best of Sellers' knowledge, there are no toxic, dangerous, contaminated or contaminating substances, in the PROPERTY, and the PROPERTY has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----2.15. The appearing parties acknowledge that the Broker, Mister José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the subject of this Option. The fees to Mr. Pérez Cruz and his associates, if any, for said service will be the responsibility of Buyer, and paid to the Broker simultaneously

with the execution of the Purchase-Sale Deed, only if the Option is exercised by Buyer and Buyer buys the PROPERTY pursuant to the Option. Said fees will amount to THREE HUNDRED SIXTY THOUSAND DOLLARS ($360,000), equivalent to five percent (5%) of the purchase-sale price of the PROPERTY.----------

-----2.16. The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed.----------

-----2.17. In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgement, judicial order or similar document, then and in that event the rest of this public deed will continue in full force and effect.----------

-----2.18. During the Term, Buyer and its employees, agents and/or contractors are authorized to enter the PROPERTY to make studies and/or surveys, identify boundaries, take measurements, identify and demarcate the maritime zone ("deslinde de la zona marítimo terrestre") and make inspections, during business days and hours. During the Term, Buyer and its employees, agents and/or contractors are authorized to obtain al necessary certifications of the maritime zone ("deslinde de la zona marítimo Terrestre") from the Department of Natural Resourced of the Commonwealth of Puerto Rico and/or from any and all agencies or governmental entities with jurisdiction about the boundaries of the maritime zone ("zona marítimo Terrestre"). The persons entering the PROPERTY pursuant to this authorization will be responsible for the damages suffered or caused by them in the

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PROPERTY. Every employee who enters the PROPERTY pursuant to this authorization will be insured by a valid policy of the Puerto Rico State Insurance Fund, and, if applicable, of the "Chauffers' Insurance" or "Seguro Choferil". In addition, Buyer will have in place, during the term of the Option, a public liability insurance policy covering damages caused or suffered in the PROPERTY by the persons who enter it pursuant to this authorization, with a minimum coverage of ONE MILLION DOLLARS ($1,000,000) per occurrence. Sellers will appear as co-insured in the policy, together with Buyer.----------

-----2.19. During the Term, Buyer is authorized to seek the approvals, permits and endorsements necessary for the development in the PROPERTY of a residential, recreational and tourism project, or of part of a residential, recreational and tourism project, provided the existing DTS zoning of the PROPERTY is not changed, and that such approvals, permits and endorsements (i) comply with the requirements of the existing DTS zoning of the PROPERTY; and (ii) do not negatively affect and/or diminish the value or quality of the PROPERTY. The aforesaid authorization includes authorization to identify and demarcate the maritime zone ("deslinde de la zona marítimo terrestre). Sellers hereby commit to confirm this authorization in writing if required by Buyer, for presentation to the corresponding public or governmental agencies and entities. If the PROPERTY is not purchased by Buyer, all approvals, permits and endorsements obtained by Buyer for the PROPERTY pursuant to the aforesaid authorization will be transferred and

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assigned by Buyer to Sellers at the end of the Term, at no cost to Sellers.----------

-----2.20. The PROPERTY may not be altered during the Term, except only if specifically authorized in advance, in writing, by Sellers and Buyer.----------

-----2.21. The Option is not transferable by Sellers. Conversely, Buyer is authorized to transfer or assign this agreement and all its rights and obligations hereunder, at the sole option and discretion of Buyer.----------

-----2.22. The appearing parties agree that this Deed of Option will remain in full force and effect, obliges the appearing parties, and their successors, heirs or assigns, according to the Laws of the Commonwealth of Puerto Rico. ----------



---THIRD: Additional Documentation. The parties hereto agree to execute and deliver any additional instruments and documents that may be necessary to record the transaction contemplated in this deed in the Registry of the Property of Puerto Rico. Any costs and expenses, including attorneys' fees, incurred in connection with the execution of any additional instruments and documents shall be for the account of the Buyer. ----------

---FOURTH: Request to the Registrar. The Honorable Registrar of the Property of Puerto Rico is respectfully requested to record in the Registry of the Property of Puerto Rico the Option, as set forth in this deed.----------

---FIFTH: If Buyer does not purchase the PROPERTY pursuant to the Option, Buyer will, within thirty (30) consecutive calendar days after the end of the Term, at Buyer's cost and expense, (i) cancel the lien or encumbrance

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on the PROPERTY created by the Option; and (ii) file for recordation in the Registry of the Property of Puerto Rico any and all documents needed for the recording of said cancellation in the Registry of the Property. If the appearance of Sellers is required in said cancellation, Sellers will appear therein. ----------

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----------ACCEPTANCE AND WARNINGS----------

---The appearing parties to this deed accept the same as drafted because it has been drawn up in accordance with their stipulations, terms and conditions. I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this deed and they were fully advised by me thereon. Specifically, I advised them of the following:----------



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-----(a) That any liens or encumbrances affecting title to the PROPERTY that may be filed for recordation prior to the filing of this deed may be legally binding and could take precedence over this deed.----------

-----(b) It is advisable to verify the status of liens and encumbrances on the PROPERTY as they may appear from the Registry of the Property of Puerto Rico on the date hereof and of the adverse consequences which may result from the failure to do so. To this effect, the appearing parties have been warned and advised by the subscribing Notary Public about the following: (i) that the digital system of recordation of the Digital Registry of Immovable Property of the Commonwealth of Puerto Rico provides Access to the Electronic Diary of Daily Operations, the Electronic Book of Recordation's, and the Single Book of Lines ("Libro Unico de Embargos") twenty four (24) hours a day, seven (7) days a week for both inquiries and filings which may affect the registration or rights under this deed; (ii) that said electronic books have been reviewed up to the date of the title search prepared for this transaction; and (iii) that the authorizing Notary Public has not consulted the Registry of the Property of Puerto Rico in any way whatsoever after the date of the aforementioned title search, to all of which the appearing parties give their acceptance and compliance, being fully aware of its consequences.----------

-----(c) That this deed was prepared in accordance with title searches (the "Title Searches"), prepared by **Capital Title Services, Inc.**, an entity engaged in such business, and not by the undersigned Notary. The aforementioned Title

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Searches are dated February twenty one (21), two thousand twenty three (2023). ----------

-----(d) The appearing parties accept the Title Search and are satisfied with the contents thereof. Consequently, the appearing parties release the Notary from any responsibility due to errors or omissions in said Title Search and/or due to any changes in the title to the PROPERTY or in its liens and encumbrances that might occur between the date of the Title Search and the date this deed is presented to the Registry of the Property of Puerto Rico for registration.----------

-----(e) The necessity and convenience of obtaining a negative certification of debt from the Municipal Revenue Collection Center tax rolls (CRIM – Centro de Recaudaciones de Ingresos Municipales) regarding the PROPERTY.----------

-----(f) This deed must be recorded in the appropriate Section of the Registry of the Property of Puerto Rico in order to bind all rights herein to third-parties.----------

---The appearing parties waived the right which I advised them they had to have witnesses to the execution of this deed; but, upon my advice, made use of their right to read the same, and, finding it drafted to their entire satisfaction, having been advised by me, the Notary, of the pertinent legal warnings and reservations, acknowledging that they have understood this deed in all its parts, fully ratify and confirm the statements contained herein as the true and exact embodiment of their stipulations, terms, and conditions, proceed to sign before me, and to affix their initials on each folio of the same.----------

---And I, the Notary, do hereby CERTIFY AND ATTEST as to my personal knowledge or identification of the appearing

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parties and as to their personal circumstances, in accordance with their statements, as well as to all other things herein contained.----------

---I, the Notary, CERTIFY AND GIVE FAITH.----------

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CERTIFICO que en la misma fecha y lugar de su otorgamiento expedí primera copia certificada a favor de la parte compradora. DOY FE. ----

Notario(a) Público(a)

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----DEED NUMBER TWENTY NINE (29)----------

------ DEED OF OPTION TO PURCHASE REAL ESTATE ------

---In the City of San Juan, Puerto Rico, on this twelfth (12th) day of May, two thousand twenty three (2023),----------

---------- **BEFORE ME,** ----------

---MARIA DEL ROSARIO PUJOL THOMPSON, Attorney-at-Law and Notary Public in and for the Commonwealth of Puerto Rico, with residence in Guaynabo, Puerto Rico, and offices located at suite two hundred (200), Puerta del Condado Building, one thousand ninety five (1095) Wilson Street, San Juan, Puerto Rico,----------

---------- **APPEAR:** ----------

---AS PARTY OF THE FIRST PART: ROBERTO DANIEL ACOSTA MARTIN, of legal age, single, electrical engineer and resident of Cabo Rojo, Puerto Rico (hereinafter "Roberto");----------

---AS PARTY OF THE SECOND PART: JAVIER ACOSTA MARTIN, of legal age, married, electrical engineer and resident of Cabo Rojo, Puerto Rico (hereinafter "Javier");-------

---AS PARTY OF THE THIRD PART: CARLOS DAVID ACOSTA MARTIN, of legal age, single, contractor and resident of Hormigueros, Puerto Rico (hereinafter "Carlos");----------

---AS PARTY OF THE FOURTH PART: RAMONITA MARTIN VELEZ, of legal age, single, property owner and resident of Cabo Rojo, Puerto Rico (hereinafter "Ramonita"). Ramonita appears herein represented by her three (3) attorneys-in-fact, Roberto, Javier and Carlos, pursuant to Deed of General Durable Power of Attorney and Designation

of Tutor ("Poder General Duradero y Designación de Tutor"), executed by Ramonita in Cabo Rojo, Puerto Rico, on January nineteen (19), two thousand twenty three (2023), before notary public Carlos E. Ortíz Collado (the "Power of Attorney"). Notification of the execution of the Power of Attorney was recorded with the number eighteen seventeen dash three hundred sixty (1817-360), on January thirty (30), two thousand twenty three (2023), at the General Registry of Notarial Competencies (Registro General de Competencias Notariales") of the Office of Notarial Inspections ("Oficina de Inspección de Notarías") of the Supreme Court of Puerto Rico.----------

---I, the Notary, hereby certify to have had before me a certified copy of the Power of Attorney, and in my opinion, the Power of Attorney is in full compliance with the all legal requirements needed to authorize Roberto, Javier and Carlos to appear in this public Deed on behalf of Ramonita.----------

---Roberto, Javier, Carlos and Ramonita will be referred jointly hereinafter as "Sellers".----------

---AS PARTY OF THE FIFTH PART: PR INVESTCO LLC (hereinafter "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of the State of Delaware, United States of America, represented herein by its authorized representative, MS. GLADYS OMAYRA FONTANEZ REYES, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this public deed arises from Certificate of Resolution of PR INVESTCO LLC signed by Eileen Sawyer in her capacity of Manager of PR INVESTCO

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LLC, executed on December thirteen (13), two thousand twenty two (2022), in New York, New York, United States of America, before notary public Eric Orenstein, an original of which I, the Notary, hereby certify to have had before me, and which, in my opinion, is in full compliance with all legal requirements to authorize Ms. Gladys Omayra Fontanez Reyes to appear in this public deed on behalf of Buyer; and----------

---AS THE PARTY OF THE SIXTH PART: JOSE ENRIQUE PEREZ CRUZ, also known as José E. Pérez (hereinafter the "Broker"), who is of legal age, married, real estate broker, and resident of Bayamón, Puerto Rico.----------

---I, the Notary, certify that I am personally acquainted with all parties, and through their statements, I further certify as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and accordingly they do hereby----------

----------STATE AND AGREE----------

---FIRST: <u>The Property; Title, Liens and Encumbrances</u>.------

-----One. <u>Title</u>. Sellers are the owners in fee simple title ("pleno dominio") and have the possession of the parcel of land described in the Spanish Language as follows (hereinafter the "PROPERTY"):----------

---"RUSTICA: Parcela número setenta y dos (72), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalente a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En linderos: por el NORTE, con la parcela número cuarenta y dos (42) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5)

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pertenecen a esta parcela; por el SUR, con la parcela número setenta y tres (73) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número cuarenta y uno (41) y servidumbre de paso de diez (10) metros de ancho de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con el Mar Caribe.----------
---Para uso de fines agrícolas."----------

---The PROPERTY is property number eighteen thousand seven hundred eighteen (18,718), recorded at page number sixty seven (67), of volume eight hundred sixty four (864), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

---The real property tax identification number ("número de catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to the PROPERTY is four hundred and two dash zero zero seven dash three hundred twenty seven dash ninety dash zero zero zero (402-007-327-90-000).----------

---The PROPERTY, by its origin and by itself is free of liens and/or encumbrances.----------

---SECOND: Buyer wishes to acquire an option to buy the PROPERTY, with all its improvements, and rights and annexes, and Sellers wish to grant, and hereby grant, said option to Buyer (hereinafter the "Option"), which is done pursuant to this public instrument and in accordance with the following----------

----------TERMS AND CONDITIONS:----------

-----2.1. The purchase-sale price of the PROPERTY will be the lump sum of ONE MILLION DOLLARS ($1,000,000), payable to Sellers simultaneously with the execution of the deed whereby Buyer acquires fee simple title ("pleno dominio") to the PROPERTY (the "Purchase-Sale Deed").-----

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-----2.2. As consideration for the Option, Buyer has paid to Sellers, simultaneously with the execution of this public deed or before its execution, the sum of FIFTY THOUSAND DOLLARS ($50,000), as good faith deposit (the "Deposit"), which will be non-reimbursable, except only as set forth below in this public deed. Sellers hereby acknowledge receipt of the Deposit.----------

-----2.3. The Option is granted for a term (the "Term") equal to: (i) nine (9) months, starting on the date of execution of this public deed and ending on February twelve (12), two thousand twenty four (2024); or (ii) thirty (30) calendar days after the Sellers file for Recordation in the Registry of the Property of Puerto Rico all documentation required to grant to Sellers fee simple title to the PROPERTY, as legitimate heirs of Roberto Acosta Cabán (the "Instancia"), **whichever occurs later**.----------

-----2.4. The Deposit will be credited to the first payment of the purchase-sale price of the PROPERTY which will be made on the date of the execution of the Purchase-Sale Deed.----------

-----2.5. If the Term ends and Buyer has not bought the PROPERTY within the Term (except for reasons attributable to Sellers), then the Deposit will be lost by Buyer, and will become the property of Sellers, as liquidated damages. If the PROPERTY cannot be bought by Buyer within the Term, for reasons attributable to Sellers, then Sellers will reimburse the Deposit to Buyer at the end of the Term.----------

-----2.6. The real estate property taxes payable to the Centro de Recaudaciones de Ingresos Muncipales ("CRIM"),

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and all special taxes (if applicable) of the PROPERTY will be the responsibility of Sellers and payable by Sellers up to the date of execution of the Purchase-Sale Deed (the "Closing Date"). Thereafter they shall be the responsibility of Buyer and payable by Buyer.----------

-----2.7. The Purchase-Sale Deed shall be executed before a notary public selected by Buyer.----------

-----2.8. Through the Purchase-Sale Deed, Buyer will acquire recordable fee simple title to the PROPERTY and the possession thereof, "as is, where is", free and clear of occupants, liens and encumbrances. During the Term of the Option, Sellers will have the possession of the PROPERTY and will be allowed to conduct legal business activities in the PROPERTY.----------

-----2.9. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of the Property of Puerto Rico of this public deed and of the Purchase-Sale Deed will be paid by Buyer.----------

-----2.10. This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them.----------

-----2.11. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of Puerto Rico, Section of San Juan, in the event of any litigation pursuant to this public deed.----------

-----2.12. All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

------TO SELLERS:----------

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------Roberto D. Acosta Martín----------
------PO Box 6534----------
------Mayaguez, PR 00681----------
------Electronic Mail: rmartin@amelectricpr.com----------

------Javier Acosta Martín----------
------PO Box 6534----------
------Mayaguez, PR 00681----------
------Electronic Mail: jacosta@amelectricpr.com----------

------Carlos D. Acosta Martín----------
------PO Box 6534----------
------Mayaguez, PR 00681----------
------Electronic Mail: cacosta@mpl-pr.com----------

------Ramonita Martín Vélez----------
------PO Box 6534----------
------Mayaguez, PR 00681----------
------Electronic Mail: racosta@accurateworks.com----------

------TO BUYER:----------
------PR INVESTCO LLC----------
-------733 Third Avenue----------
-------New York, NY 10017----------
------Attention: Eileen Sawyer----------
-----Electronic Mail: roberto.ruiz@ccgc.com.do----------

------TO THE BROKER:----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920----------
------Attention: José Enrique Pérez Cruz----------
-----Electronic Mail: passportre@gmail.com----------

-----2.13. Sellers represent and warrant to Buyer that, to the best of Sellers' knowledge, in the PROPERTY there are no toxic, dangerous, contaminated or contaminating substances, and that the PROPERTY has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----2.14. The appearing parties acknowledge that the Broker, mister José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the subject of this Option. The fees to Mr. Pérez Cruz

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and his associates, if any, for said service will be the responsibility of Buyer and paid simultaneously with the execution of the Purchase-Sale Deed, only if the Option is exercised by Buyer and Buyer buys the PROPERTY pursuant to the Option. Said fees will amount to FIFTY THOUSAND DOLLARS ($50,000), equivalent to five percent (5%) of the purchase-sale price of the PROPERTY.----------

-----2.15. The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed.----------

-----2.16. In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgement or judicial order, then and in that event the rest of this public deed will continue in full force and effect.

-----2.17. During the Term, Buyer and its employees, agents and/or contractors are authorized to enter the PROPERTY to make studies, identify boundaries, take measurements and make inspections, during business days and hours, and the persons entering the PROPERTY pursuant to this authorization will be responsible for the damages suffered or caused by them in the PROPERTY. Every employee who enters the PROPERTY pursuant to this authorization will be insured by a valid policy of the Puerto Rico State Insurance Fund, and, if applicable, of the "Chauffers' Insurance" or "Seguro Choferil". In addition, Buyer will have in place, during the term of the Option, a public liability insurance policy covering damages caused or suffered in the PROPERTY by the persons who enter it pursuant to this authorization, with a minimum coverage of ONE MILLION DOLLARS ($1,000,000)

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per occurrence. Sellers will appear as co-insured in the policy, together with Buyer.----------

-----2.18. During the Term, Buyer is authorized to seek the approvals, permits and endorsements necessary for the development in the PROPERTY of a residential, recreational and tourism project, or of part of a residential, recreational and tourism project, provided the existing DTS zoning of the PROPERTY is not changed, and that such approvals, permits and endorsements (i) comply with the requirements of the existing DTS zoning of the PROPERTY; and (ii) do not negatively affect and/or diminish the value or quality of the PROPERTY. Sellers hereby commit to confirm this authorization in writing if required by Buyer, for presentation to the corresponding public or governmental agencies and entities. If the PROPERTY is not purchased by Buyer, all approvals, permits and endorsements obtained by Buyer for the PROPERTY pursuant to the aforesaid authorization will be transferred and assigned by Buyer to Sellers at the end of the Term, at no cost to Sellers.----------

-----2.19. The PROPERTY may not be altered during the Term, except only if specifically authorized in advance, in writing, by Sellers and Buyer.----------

-----2.20. The Option is not transferable by Sellers. Conversely, Buyer is authorized to transfer or assign this agreement and all its rights and obligations hereunder, at the sole option and discretion of Buyer to any entity affiliated to or assigned by Buyer.----------

---**THIRD:** Additional Documentation. The parties hereto agree to execute and deliver any additional instruments and

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documents that may be necessary to record the transaction contemplated in this deed in the Registry of the Property of Puerto Rico. Any costs and expenses, including attorneys' fees, incurred in connection with the execution of any additional instruments and documents shall be for the account of the Buyer. ----------

---**FOURTH:** Request to the Registrar. The Honorable Registrar of the Property of Puerto Rico is respectfully requested to record in the Registry of the Property of Puerto Rico the Option, as set forth in this deed.----------

---**FIFTH:** If Buyer does not purchase the PROPERTY pursuant to the Option, Buyer will, within thirty (30) consecutive calendar days after the end of the Term, at Buyer's cost and expense, (i) cancel the lien or encumbrance on the PROPERTY created by the Option; and (ii) file for recordation in the Registry of the Property of Puerto Rico any and all documents needed for the recording of said cancellation in the Registry of the Property. If the appearance of Sellers is required in said cancellation, Sellers will appear therein.----------

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----------**ACCEPTANCE AND WARNINGS**----------

---The appearing parties to this deed accept the same as drafted because it has been drawn up in accordance with their stipulations, terms and conditions. I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this deed and they were fully advised by me thereon. Specifically, I advised them of the following:----------

-----(a) That any liens or encumbrances affecting title to the PROPERTY that may be filed for recordation prior to the filing

of this deed may be legally binding and could take precedence over this deed.----------

-----(b) It is advisable to verify the status of liens and encumbrances on the PROPERTY as they may appear from the Registry of the Property of Puerto Rico on the date hereof and of the adverse consequences which may result from the failure to do so. To this effect, the appearing parties have been warned and advised by the subscribing Notary Public about the following: (i) that the digital system of recordation of the Digital Registry of Immovable Property of the Commonwealth of Puerto Rico provides Access to the Electronic Diary of Daily Operations, the Electronic Book of Recordations, and the Single Book of Liens ("Libro Unico de Embargos") twenty four (24) hours a day, seven (7) days a week for both inquiries and filings which may affect the registration or rights under this deed; (ii) that said electronic books have been reviewed up to the date of the title search prepared for this transaction; and (iii) that the authorizing Notary Public has not consulted the Registry of the Property of Puerto Rico in any way whatsoever after the date of the aforementioned title search, to all of which the appearing parties give their acceptance and compliance, being fully aware of its consequences.----------

-----(c) That this deed was prepared in accordance with a title search (the "Title Search"), prepared by **Capital Title Services, Inc.**, an entity engaged in such business, and not by the undersigned Notary. The aforementioned Title Search is dated November four (4), two thousand twenty two (2022).----------

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-----(d) The appearing parties accept the Title Search and are satisfied with the contents thereof. Consequently, the appearing parties release the Notary from any responsibility due to errors or omissions in said Title Search and/or due to any changes in the title to the PROPERTY or in its liens and encumbrances that might occur between the date of the Title Search and the date this deed is presented to the Registry of the Property of Puerto Rico for registration.----------

-----(e) The necessity and convenience of obtaining a negative certification of debt from the Municipal Revenue Collection Center tax rolls (CRIM – Centro de Recaudaciones de Ingresos Municipales) regarding the PROPERTY.----------

-----(f) This deed must be recorded in the appropriate Section of the Registry of the Property of Puerto Rico in order to bind all rights herein to third-parties.----------

---The appearing parties waived the right which I advised them they had to have witnesses to the execution of this deed; but, upon my advice, made use of their right to read the same, and, finding it drafted to their entire satisfaction, having been advised by me, the Notary, of the pertinent legal warnings and reservations, acknowledging that they have understood this deed in all its parts, fully ratify and confirm the statements contained herein as the true and exact embodiment of their stipulations, terms, and conditions, proceed to sign before me, and to affix their initials on each folio of the same.----------

---And I, the Notary, do hereby CERTIFY AND ATTEST as to my personal knowledge or identification of the appearing parties and as to their personal circumstances, in accordance with their statements, as well as to all other things herein

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contained.----------

---I, the Notary, CERTIFY AND GIVE FAITH.----------





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CERTIFICO que en la misma fecha y lugar de su otorgamiento expedí primera copia certificada a favor de la parte compradora. DOY FE. ----

Notario(a) Público(a)

----DEED NUMBER TEN (10)----------

------ DEED OF OPTION TO PURCHASE REAL ESTATE ------

---In the City of San Juan, Puerto Rico, on this seventeenth (17th) day of February, two thousand twenty three (2023),-------

---------- **BEFORE ME,** ----------

---MARIA DEL ROSARIO PUJOL THOMPSON, Attorney-at-Law and Notary Public in and for the Commonwealth of Puerto Rico, with residence in Guaynabo, Puerto Rico, and offices located at suite two hundred (200), Puerta del Condado Building, one thousand ninety five (1095) Wilson Street, San Juan, Puerto Rico,----------

---------- **APPEAR:** ----------

---AS PARTY OF THE FIRST PART: BRYAN MELENDEZ SALGADO, of legal age, single, property owner and resident of Naranjito, Puerto Rico (hereinafter referred to as "BRYAN");----------

---AS PARTY OF THE SECOND PART: ESTEBAN HERNANDEZ RIVERA, of legal age, married to Ivette Marie Alvarado Sojo, with whom he has no conjugal partnership pursuant to the pre-nuptial agreement constituted as per deed number ninety four (94), executed in Bayamón, Puerto Rico, on November twenty three (23), two thousand twenty one (2021), before notary public Roberto Almodóvar Rodríguez, professor and resident of Bayamón, Puerto Rico (hereinafter referred to as "ESTEBAN");----------

---AS PARTY OF THE THIRD PART: EDGARDO MANUEL HERNANDEZ ALVARADO, and his wife, CYNTHIA CARIDAD MELENDEZ SALGADO, both of legal age, married to each other, manager and teacher, respectively,

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and residents of Collierville, State of Tennessee, United States of America. Cynthia Caridad Meléndez Salgado appears herein represented by her attorney in fact, her husband Edgardo Manuel Hernández Alvarado, pursuant to a General Power of Attorney ("Poder General"), constituted as per deed number seventy one (71), executed in Naranjito, Puerto Rico, on December twenty eight (28), two thousand twenty two (2022), before notary public Héctor Manuel Marrero Marrero. The aforementioned General Power of Attorney was recorded as number eighteen fourteen dash four hundred thirty (1814-430) at the "Oficina de Inspección de Notarías ("ODIN") on January ten (10), two thousand twenty three (2023). I, the Notary, hereby certify that I have had before me a certified copy of said General Power of Attorney, that I have reviewed it, together with a certified copy of the aforesaid General Power of Attorney, and that, in my opinion, said document is legally valid and correct, and comply with all legal requirements needed to authorize Edgardo Manuel Hernández Alvarado to appear in this public deed on behalf of Cynthia Caridad Meléndez Salgado, as attorney in fact of Cynthia Caridad Meléndez Salgado. Edgardo Manuel Hernández Alvarado and Cynthia Caridad Meléndez Salgado will be hereinafter jointly referred to as "EDGARDO";----------

---BRYAN, ESTEBAN and EDGARDO will be hereinafter jointly referred to as "Sellers").----------

---AS PARTY OF THE FOURTH PART: PR INVESTCO LLC (hereinafter "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of

the State of Delaware, United States of America, represented herein by its authorized representative, MS. GLADYS OMAYRA FONTANEZ REYES, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this public deed arises from Certificate of Resolution of PR INVESTCO LLC signed by Eileen Sawyer, in her capacity of Manager of PR INVESTCO LLC, on February fifteen (15) two thousand twenty three (2023), in New York, New York, United States of America, before notary public Eric Orenstein, an original of which I, the Notary, hereby certify to have had before me, and which, in my opinion, is in full compliance with all legal requirements to authorize Ms. Gladys Omayra Fontanez Reyes to appear in this public deed on behalf of Buyer; and----------

---AS THE PARTY OF THE FIFTH PART: Mister **JOSE ENRIQUE PEREZ CRUZ**, also known as José E. Pérez (hereinafter the "Broker"), who is of legal age, married, real estate broker, and resident of Bayamón, Puerto Rico.----------

---I, the Notary, certify that I am personally acquainted with all parties, and through their statements, I further certify as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and accordingly they do hereby----------

----------STATE AND AGREE----------

---FIRST: <u>The Property; Title, Liens and Encumbrances</u>.------

---Sellers are the owners in fee simple title ("pleno dominio") and have the possession of a parcel of land which will be

referred to hereinafter as the "PARCEL". The PARCEL is jointly owned by BRYAN, ESTEBAN and EDGARDO. Each of them owns a one third (⅓) participation in the PARCEL. The PARCEL is described in the Spanish language as follows, according to the Registry of the Property of Puerto Rico:----------

---**"RUSTICA:** Parcela marcada con el número ciento nueve (109) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida de veintiún mil novecientos seis punto diecisiete (21,906.17) metros cuadrados, equivalentes a cinco punto cinco mil setecientas treinta y cinco (5.5735) cuerdas. En lindes, por el NORTE, con la parcela número ciento cuatro (104); por el SUR, con la parcela número cincuenta y ocho (58), la cual contiene parte de la servidumbre de paso para su acceso de quince (15) metros de ancho, de los cuales siete punto cincuenta (7.50) metros pertenecen a esta parcela; por el ESTE, con las parcelas número cincuenta y nueve (59) y sesenta (60), que contienen ambas partes de la servidumbre de paso para su acceso de quince (15) metros de ancho, de los cuales siete punto cincuenta (7.50) metros pertenecen a esta parcela; y por el OESTE, con las parcelas número ciento diez (110), ciento once (111) y ciento doce (112), las cuales contienen parte de la servidumbre de paso para su acceso de quince (15) metros de ancho, de los cuales siete punto cincuenta (7.50) metros pertenecen a esta parcela.----------
---Esta parcela está afectada por una servidumbre de paso compuesta de tres mil seiscientos cincuenta y seis punto sesenta y dos (3,656.62) metros cuadrados, la cual se compone de siete punto cincuenta (7.50) metros lineales de ancho por cuatrocientos noventa y dos punto cuarenta y siete (492.47) metros lineales de largo por sus colindancias Sur, Este y Oeste para uso agrícola. Dicha finca fue mensurada por el Agrimensor Frank Lozada Díaz el día diez (10) de febrero de dos mil cuatro (2004)."----------

---the PARCEL is recorded at the overleaf of page one hundred sixty five (165) of volume eight hundred forty three (843) of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, property number eighteen thousand eight hundred forty three (18,843).----------

---The PARCEL is subject to the following liens and/or encumbrances:----------

---By its origin, the PARCEL is free and clear of liens and

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encumbrances.----------

---By itself, the PARCEL is subject to the following liens and encumbrances:----------

-----(A) Restrictive covenants as per deed number one hundred thirty three (133), executed in Mayaguez, Puerto Rico, on November twenty (20), two thousand three (2003), before notary public Luis Roberto Santos, recorded at page one hundred sixty six (166) of volume eight hundred forty three (843), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, parcel number eighteen thousand eight hundred forty three (18,843), third (3rd) recording.----------

---The PARCEL was acquired by Sellers through deed number two hundred sixty two (262), executed in Guaynabo, Puerto Rico, on December twenty nine (29), two thousand twenty one (2021), before notary public Joel Rolando Rodríguez Sánchez, recorded at entry two thousand twenty one dash one six eight five one eight dash "S" "G" zero one (2021-168518-SG01) of the Karibe System of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

---Sellers represent that, according to the information provided by the Centro de Recaudaciones de Ingresos Municipales ("CRIM"), the real estate tax property identification number ("catastro") of the PARCEL is four zero two dash zero zero nine dash three two seven dash eighty three dash zero zero zero (402-009-327-83-000).----------

---SECOND: Buyer wishes to acquire an option to buy the PARCEL, with all its improvements, and rights and annexes,

"as is, where is", and Sellers wish to grant, and hereby grant, said option to Buyer (hereinafter the "Option"), which is done pursuant to this public instrument and in accordance with the following----------

----------**TERMS AND CONDITIONS:**----------

-----2.1. The purchase-sale price of the PARCEL will be the lump sum of FOUR HUNDRED FIFTY THOUSAND DOLLARS ($450,000), payable in full, through manager's check or wire transfer to the order of Sellers, simultaneously with the execution of the purchase sale public deed whereby Buyer will acquire fee simple title to the PARCEL and the possession thereof, pursuant to the Option (the "Purchase-Sale Deed").----------

---Of said purchase-sale price of FOUR HUNDRED FIFTY THOUSAND DOLLARS ($450,000), (i) one third (⅓), or ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000), corresponds and will be payable to BRYAN; (ii) one third (⅓), or ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000), corresponds and will be payable to ESTEBAN; and (iii) one third (⅓), or ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000), corresponds and will be payable to EDGARDO.----------

-----2.2. As consideration for the Option, Buyer has paid to Sellers, simultaneously with the execution of this public deed or before its execution, the sum of TWENTY TWO THOUSAND FIVE HUNDRED DOLLARS ($22,500), as good faith deposit (the "Deposit"), which will be non-reimbursable, except only as set forth below in this public deed. Of said Deposit of TWENTY TWO THOUSAND FIVE HUNDRED

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DOLLARS ($22,500), (i) one third (⅓) or SEVEN THOUSAND FIVE HUNDRED DOLLARS ($7,500), corresponds and will be payable to BRYAN; (ii) one third (⅓) or SEVEN THOUSAND FIVE HUNDRED DOLLARS ($7,500), corresponds and will be payable to ESTEBAN; and (iii) one third (⅓) or SEVEN THOUSAND FIVE HUNDRED DOLLARS ($7,500), corresponds and will be payable to EDGARDO.----------Sellers hereby acknowledge receipt of the Deposit.----------

-----2.3. The Option begins simultaneously with the execution of this deed and will mature on February seventeen (17), two thousand twenty four (2024) (the "Term").----------

-----2.4. If the Term ends and Buyer has not bought the PARCEL within the Term (except for reasons attributable to Sellers), then the Deposit will be lost by Buyer, and will become the property of Sellers, as liquidated damages. If the PARCEL cannot be bought by Buyer within the Term, for reasons attributable to Sellers, then Sellers will reimburse the Deposit to Buyer at the end of the Term.----------

-----2.5. The real estate property taxes payable to the Centro de Recaudaciones de Ingresos Muncipales ("CRIM"), and all special taxes (if applicable) of the PARCEL will be the responsibility of Sellers and payable by Sellers up to the date of execution of the Purchase-Sale Deed (the "Closing Date"). Thereafter they shall be the responsibility of Buyer and payable by Buyer.----------

-----2.6. The Purchase-Sale Deed shall be executed before a notary public selected by Buyer.----------

-----2.7. Deeds to cancel any existing liens or encumbrances affecting the PARCEL at the time of execution

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of the Purchase-Sale Deed, if any, other than the Rights of Way and restrictive covenants described hereinabove, will be executed no later than the Closing Date, before a notary public selected by Sellers.----------

-----2.8. Through the Purchase-Sale Deed, Buyer will acquire recordable fee simple title to the PARCEL and the possession thereof, "as is, where is", free and clear of occupants, liens and encumbrances, with no representations or warranties, except only those specifically set forth in this public deed.----------

-----2.9. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of the Property of Puerto Rico of this public deed and of the Purchase-Sale Deed will be paid by Buyer.----------

-----2.10. The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of the Property of the deeds of cancellation mentioned in Section 2.7, above (if any) shall be paid by Sellers Said deed(s) of cancelation will be executed before a notary public selected by Sellers.----------

-----2.11. This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them.----------

-----2.12. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of Puerto Rico in the event of any litigation pursuant to this public deed.

-----2.13. All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

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------TO SELLERS:----------
------BRYAN MELENDEZ SALGADO----------
------HC 74 Box 6026----------
------Naranjito, PR 00719----------
------e-mail: bryanmelendezsalgado@gmail.com----------

------ESTEBAN HERNANDEZ RIVERA----------
------158 Vista de la Bahía----------
------Panorama Village----------
------Bayamón, PR 00957----------
------e-mail: educaeh@gmail.com----------

------EDGARDO MANUEL HERNANEZ ALVARADO and CYNTHIA CARIDAD MELENDEZ SALGADO----------
------1320 Riding Brook Drive----------
------Collierville, TN 38017----------
------e-mail: edgardo328@gmail.com----------

------TO BUYER:----------
------PR INVESTCO LLC----------
-------733 Third Avenue----------
-------New York, NY 10017----------
------Attention: Eileen Sawyer----------
-----Electronic Mail: roberto.ruiz@ccgc.com.do----------

------TO THE BROKER:----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920----------
------Attention: José Enrique Pérez Cruz----------
-----Electronic Mail: passportre@gmail.com----------

-----2.14. Sellers represent and warrant to Buyer that, to the best of Sellers' knowledge, in the PARCEL there are no toxic, dangerous, contaminated or contaminating substances, and the PARCEL has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----2.15. The appearing parties acknowledge that the Broker, mister José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the subject of this Option. The fees to Mr. Pérez Cruz and his associates, if any, for said service will be the

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responsibility of Buyer and paid simultaneously with the execution of the Purchase-Sale Deed, only if the Option is exercised by Buyer and Buyer buys the PARCEL pursuant to the Option. Said fees will amount to TWENTY TWO THOUSAND FIVE HUNDRED DOLLARS ($22,500), equivalent to five percent (5%) of the purchase-sale price of the PARCEL. Sellers will have no obligation to pay any fee of commission to the Broker.----------

-----2.16. The parties acknowledge and agree that, if any representation of Sellers in this public deed is incorrect or incomplete as of the Closing Date, or if, on the Closing Date, the PARCEL is not free of occupants, liens and encumbrances (except the Rights of Way and the restrictive covenants mentioned hereinabove), Buyer may, at its sole discretion, elect not to buy the PARCEL and, in such case, all the Deposit will be immediately returned in full to Buyer by Sellers.----------

-----2.17. The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed.----------

-----2.18. In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgement or judicial order, then and in that event the rest of this public deed will continue in full force and effect.

-----2.19. During the Term, Buyer and its employees, agents and/or contractors are authorized to enter the PARCEL to make studies, identify boundaries, take measurements and make inspections, during business days and hours, and the persons entering the PARCEL pursuant to this authorization

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will be responsible for the damages suffered or caused by them in the PARCEL. Every employee who enters the PARCEL pursuant to this authorization will be insured by a valid policy of the Puerto Rico State Insurance Fund, and, if applicable, of the "Chauffers' Insurance" or "Seguro Choferil". In addition, Buyer will have in place, during the term of the Option, a public liability insurance policy covering damages caused or suffered in the PARCEL by the persons who enter it pursuant to this authorization, with a minimum coverage of ONE MILLION DOLLARS ($1,000,000) per occurrence. Sellers will appear as co-insured parties in the policy, together with Buyer.----------

-----2.20. During the Term, Buyer is authorized to seek the approvals, permits and endorsements necessary for the development in the PARCEL of a residential, recreational and tourism project, or of part of a residential, recreational and tourism project, provided the existing DTS zoning of the PARCEL is not changed, and that such approvals, permits and endorsements (i) comply with the requirements of the existing DTS zoning of the PARCEL; and (ii) do not negatively affect and/or diminish the value or quality of the PARCEL.-----

-----2.21. The PARCEL may not be altered during the Term, except only if specifically authorized in advance, in writing, by Sellers and Buyer.----------

-----2.22. The Option is not transferable by Sellers. Conversely, Buyer is authorized to transfer or assign this agreement and all its rights and obligations hereunder, at the sole option and discretion of Buyer. ----------

---THIRD: Additional Documentation. The parties hereto

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agree to execute and deliver any additional instruments and documents that may be necessary to record the transaction contemplated in this deed in the Registry of the Property of Puerto Rico. Any costs and expenses, including attorneys' fees, incurred in connection with the execution of any additional instruments and documents shall be for the account of the Buyer. ----------

---**FOURTH:** Request to the Registrar. The Honorable Registrar of the Property of Puerto Rico is respectfully requested to record in the Registry of the Property of Puerto Rico the Option, as set forth in this deed.----------

---**FIFTH:** If Buyer does not purchase the PARCEL pursuant to the Option, Buyer will, within thirty (30) consecutive calendar days after the end of the Term, at Buyer's cost and expense, (i) cancel the lien or encumbrance on the PARCEL created by the Option; and (ii) file for recordation in the Registry of the Property of Puerto Rico any and all documents needed for the recording of said cancellation in the Registry of the Property. If the appearance of Sellers is required in said cancellation, Sellers will appear therein.----------

---**SIXTH:** During the Term of the Option, Sellers may not (i) sell the PARCEL to any party other than Buyer; or (ii) mortgage the PARCEL.----------

---**SEVENTH:** This Option may not be transferred or assigned by Sellers, but it may be transferred or assigned by Buyer.-----

----------**ACCEPTANCE AND WARNINGS**----------

---The appearing parties to this deed accept the same as drafted because it has been drawn up in accordance with their stipulations, terms and conditions. I, the Notary, made to the

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appearing parties the necessary legal warnings concerning the execution of this deed and they were fully advised by me thereon. Specifically, I advised them of the following:----------

-----(a) That any liens or encumbrances affecting title to the PARCEL that may be filed for recordation prior to the filing of this deed may be legally binding and could take precedence over this deed.----------

-----(b) It is advisable to verify the status of liens and encumbrances on the PARCEL as they may appear from the Registry of the Property of Puerto Rico on the date hereof and of the adverse consequences which may result from the failure to do so. To this effect, the appearing parties have been warned and advised by the subscribing Notary Public about the following: (i) that the digital system of recordation of the Digital Registry of Immovable Property of the Commonwealth of Puerto Rico provides Access to the Electronic Diary of Daily Operations, the Electronic Book of Recordations, and the Single Book of Lines ("Libro Unico de Embargos") twenty four (24) hours a day, seven (7) days a week for both inquiries and filings which may affect the registration or rights under this deed; (ii) that said electronic books have been reviewed up to the date of the title search prepared for this transaction; and (iii) that the authorizing Notary Public has not consulted the Registry of the Property of Puerto Rico in any way whatsoever after the date of the aforementioned title search, to all of which the appearing parties give their acceptance and compliance, being fully aware of its consequences.----------

-----(c) That this deed was prepared in accordance with title



searches (the "Title Searches"), prepared by **Capital Title Services, Inc.**, an entity engaged in such business, and not by the undersigned Notary. The aforementioned Title Searches are dated September twenty eight (28), two thousand twenty two (2022).----------

-----(d) The appearing parties accept the Title Searches and are satisfied with the contents thereof. Consequently, the appearing parties release the Notary from any responsibility due to errors or omissions in said Title Searches and/or due to any changes in the title to the PARCEL or in its liens and encumbrances that might occur between the date of the Title Searches and the date this deed is presented to the Registry of the Property of Puerto Rico for registration.----------

-----(e) The necessity and convenience of obtaining a negative certification of debt from the Municipal Revenue Collection Center tax rolls (CRIM – Centro de Recaudaciones de Ingresos Municipales) regarding the PARCEL.----------

-----(f) This deed must be recorded in the appropriate Section of the Registry of the Property of Puerto Rico in order to bind all rights herein to third-parties.----------

---The appearing parties waived the right which I advised them they had to have witnesses to the execution of this deed; but, upon my advice, made use of their right to read the same, and, finding it drafted to their entire satisfaction, having been advised by me, the Notary, of the pertinent legal warnings and reservations, acknowledging that they have understood this deed in all its parts, fully ratify and confirm the statements contained herein as the true and exact embodiment of their stipulations, terms, and conditions, proceed to sign before

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me, and to affix their initials on each folio of the same.----------

---And I, the Notary, do hereby CERTIFY AND ATTEST as to my personal knowledge or identification of the appearing parties and as to their personal circumstances, in accordance with their statements, as well as to all other things herein contained.----------

---I, the Notary, CERTIFY AND GIVE FAITH.----------

---[Firmada e inicializada:] Por Bryan Meléndez Salgado, Esteban Hernández Rivera, Edgardo Manuel Hernández Alvarado y Cynthia Caridad Meléndez Salgado, representada por su aopoderado Edgardo Manuel Hernández Alvarado, como la parte vendedora, Gladys Omayra Fontanez Reyes, como representante autorizada de PR Investco LLC y José Enrique Pérez Cruz.----------
---[Firmada, signada, sellada y rubricada:] María del Rosario Pujol Thompson.--------
---Hay en el original los correspondientes sellos de Rentas Internas e Impuesto Notarial cancelados con el signo de la Notario y debidamente estampadas las iniciales del compareciente al margen izquierdo de todos y cada uno de los folios del original y la firma de los comparecientes estampada al final del último folio del original.----------
---CERTIFICO: Que la presente es copia fiel y exacta de la Escritura Número Diez (10) del diecisiete (17) de febrero de dos mil veintitrés (2023), que obra en el protocolo general corriente de esta notaría a mi cargo, al cual me remito, constando la misma de quince (15) folios y, para entregar a la parte compradora, expido la presente Primera Copia Certificada hoy día diecisiete (17) de febrero de dos mil veintitrés (2023), dejando nota de saca al margen izquierdo del original de la Escritura Matriz que obra en mi protocolo.----------
---Yo, la Notaria, DOY FE.----------

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CERTIFICO que en la misma fecha y lugar de su otorgamiento expedí primera copia certificada a favor de la parte compradora. DOY FE. ----

Notario(a) Público(a)

----DEED NUMBER TWELVE (12)----------

------ DEED OF OPTION TO PURCHASE REAL ESTATE ------

---In the City of San Juan, Puerto Rico, on this seventeenth (17th) day of February, two thousand twenty three (2023),--------

---------- **BEFORE ME,** ----------

---MARIA DEL ROSARIO PUJOL THOMPSON, Attorney-at-Law and Notary Public in and for the Commonwealth of Puerto Rico, with residence in Guaynabo, Puerto Rico, and offices located at suite two hundred (200), Puerta del Condado Building, one thousand ninety five (1095) Wilson Street, San Juan, Puerto Rico,----------

---------- **APPEAR:** ----------

---AS PARTY OF THE FIRST PART: ESTEBAN HERNANDEZ RIVERA, of legal age, married to Ivette Marie Alvarado Sojo, with whom he has no conjugal partnership pursuant to the pre-nuptial agreement constituted as per deed number ninety four (94), executed in Bayamón, Puerto Rico, on November twenty three (23), two thousand twenty one (2021), before notary public Roberto Almodóvar Rodríguez, professor and resident of Bayamón, Puerto Rico, who will be referred to hereinafter as "Seller".----------

---AS PARTY OF THE SECOND PART: PR INVESTCO LLC (hereinafter "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of the State of Delaware, United States of America, represented herein by its authorized representative, MS. GLADYS OMAYRA FONTANEZ REYES, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this public deed arises

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from Certificate of Resolution of PR INVESTCO LLC signed by Eileen Sawyer, in her capacity of Manager of PR INVESTCO LLC, on February fifteen (15), two thousand twenty three (2023), in New York, New York, United States of America, before notary public Eric Orenstein, an original of which I, the Notary, hereby certify to have had before me, and which, in my opinion, is in full compliance with all legal requirements to authorize Ms. Gladys Omayra Fontanez Reyes to appear in this public deed on behalf of Buyer; and----

---AS THE PARTY OF THE THIRD PART: Mister **JOSE ENRIQUE PEREZ CRUZ**, also known as José E. Pérez (hereinafter the "Broker"), who is of legal age, married, real estate broker, and resident of Bayamón, Puerto Rico.----------

---I, the Notary, certify that I am personally acquainted with all parties, and, through their statements, I further certify as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and accordingly they do hereby----------

----------STATE AND AGREE----------

---FIRST: The Property; Title, Liens and Encumbrances.------

-----One. Title. Seller is the sole owner in fee simple title ("pleno dominio") and has the possession of the parcel of land described in the Spanish language as follows (hereinafter the "PROPERTY"):----------

---"RUSTICA: Barrio Boquerón de Cabo Rojo. Solar cuarenta (40) (mensurado). Cabida: veinte mil ciento cincuenta y siete punto ochocientos cuarenta y dos (20,157.842) metros cuadrados. Linderos: NORTE, con su camino de acceso de catorce punto cero cero (14.00) metros y con la parcela ciento setenta y nueve (179) de Monte Carlo; por el SUR, con camino de acceso de

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catorce punto cero cero (14.00) metros de ancho que la separa de la parcela noventa y siete (97); por el ESTE, con la parcela veintidós (22) propiedad de Valerie M. Hernández Alvarado y con su camino de acceso de catorce punto cero cero (14.00) metros de ancho que la separa de la parcela ochenta y nueve (89); y por el OESTE, con la parcela treinta y nueve (39), propiedad de Valerie M. Hernández Alvarado."----------

---The PROPERTY is property number eighteen thousand six hundred ninety eight (18,698), recorded at page thirty seven (37), of volume five hundred eight (508), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

---The PROPERTY was acquired by Seller through Deed Number Fifty One (51), executed in Bayamón, Puerto Rico, on September seventeen (17), two thousand twenty (2020), before notary public Roberto Almodóvar Rodríguez, recorded at the Karibe Volume of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, property number eighteen thousand six hundred ninety eight (18,698), fourteenth (14th) recording.----------

---The real property tax identification number ("número de catastro") assigned by the Muncipal Revenue Collection Center ("CRIM") to the PROPERTY is four zero two dash zero nineteen dash three hundred twenty seven dash thirty eight dash zero zero zero (402-019-327-38-000).----------

---The PROPERTY is subject to the following liens and/or encumbrances:----------

---By its origin, the PROPERTY is free of liens and encumbrances.----------

---By itself, the PROPERTY is free of liens and encumbrances.----------

---SECOND: Buyer wishes to acquire an option to buy the

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PROPERTY, with all its improvements, and rights and annexes, and Seller wishes to grant, and hereby grants, said option to Buyer (hereinafter the "Option"), which is done pursuant to this public instrument and in accordance with the following:----------

----------**TERMS AND CONDITIONS:**----------

-----2.1. The purchase-sale price of the PROPERTY will be the lump sum of ONE MILLION SEVEN THOUSAND EIGHT HUNDRED NINETY TWO DOLLARS WITH TEN CENTS ($1,007,892.10), payable as follows:----------

----------2.1.1. the sum of ONE HUNDRED THOUSAND SEVEN HUNDRED EIGHTY NINE DOLLARS WITH TWENTY ONE ($100,789.21) has been paid by Buyer to Seller simultaneously with the execution of this public deed, as consideration for the Option, as good faith deposit (the "Deposit"), which will be non-reimbursable, except only as set forth below in this public deed. Seller hereby acknowledge receipt of the Deposit.----------

----------2.1.2 the sum of THREE HUNDRED TWO THOUSAND THREE HUNDRED SIXTY SEVEN DOLLARS WITH SIXTY THREE CENTS ($302,367.63) will be payable in full, through manager's check to the order of Seller, simultaneously with the execution of the purchase sale public deed whereby Buyer will acquire fee simple title to the PROPERTY and the possession thereof, pursuant to the Option (the "Purchase-Sale Deed").----------

----------2.1.3. the sum of SIX HUNDRED FOUR THOUSAND SEVEN HUNDRED THIRTY FIVE DOLLARS WITH TWENTY SIX CENTS ($604,735.26) will be deferred (the "Deferred

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Purchase Price") and payable in two (2) annual installments of THREE HUNDRED TWO THOUSAND THREE HUNDRED SIXTY SEVEN DOLLARS WITH SIXTY THREE CENTS ($302,367.63) each, on the first (1st) and second (2nd) anniversary of the execution of the Purchase-Sale Deed, respectively.----------

---Interest on the outstanding principal balance of the Deferred Purchase Price will accrue, beginning on the date of execution of the Purchase-Sale Deed and until full payment thereof, at the simple rate of five per cent (5%) per annum, payable together with each of the aforementioned installments of the Deferred Purchase Price.----------

---The Deferred Purchase Price will evidenced and guaranteed by one (1) promissory note, in the principal amount of SIX HUNDRED FOUR THOUSAND SEVEN HUNDRED THIRTY FIVE DOLLARS WITH TWENTY SIX CENTS ($604,735.26), which will be in turn guaranteed by a first mortgage in the principal sum of SIX HUNDRED FOUR THOUSAND SEVEN HUNDRED THIRTY FIVE DOLLARS WITH TWENTY SIX CENTS ($604,735.26) (the "$604,735.26 Mortgage") encumbering the PROPERTY, issued by Buyer to the order of Seller, due in two (2) annual installments of THREE HUNDRED TWO THOUSAND THREE HUNDRED SIXTY SEVEN DOLLARS WITH SIXTY THREE CENTS ($302,367.63) each, on the first (1st) and second (2nd) anniversary of the execution of the Purchase-Sale Deed, respectively, with interest at five per cent (5%) per annum, from the date of execution of the Purchase-Sale Deed and until full payment thereof, payable together with each of the

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aforementioned installments of principal.----------

---The deed of constitution of the $604,735.26 Mortgage will be executed before a notary public selected by Buyer. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of the Property of Puerto Rico of the deed of constitution of the $604,735.26 Mortgage will be paid by Buyer.----------

-----2.2. In addition to the Deposit, and as an additional *sine qua non* condition and consideration for the Option, Buyer will pay to Seller a <u>non-refundable fee</u> (which will not be credited to the purchase-sale price of the PROPERTY), in an amount equivalent to five per cent (5%) per annum on the principal sum of NINE HUNDRED SEVEN THOUSAND ONE HUNDRED TWO DOLLARS WITH EIGHTY NINE CENTS ($907,102.89), from the date of execution of this public deed until (i) the date of execution of the Purchase-Sale Deed; or (ii) the date this Option ends, for any reason whatsoever, whichever occurs first. Said non-refundable fee shall be paid in monthly installments starting thirty (30) calendar days after the date of execution of this public deed and until (i) the date of execution of the Purchase-Sale Deed; or (ii) the date this Option ends for any reason whatsoever, whichever occurs first.----------

-----2.3. The Option is granted for a term of one (1) year, starting on the date of execution of this public deed and ending on February seventeen (17), two thousand twenty four (2024) (the "Term").----------

-----2.4. Upon the execution of the Purchase-Sale Deed, the Deposit will be credited to the portion of the purchase-sale

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price payable on the date of execution of the Purchase-Sale Deed.----------

-----2.5. If the Term ends and Buyer has not bought the PROPERTY within the Term (except for reasons attributable to Seller), then the Deposit will be lost by Buyer, and will become the property of Seller, as liquidated damages. If the PROPERTY cannot be bought by Buyer within the Term, for reasons attributable to Seller, then Seller will reimburse the Deposit to Buyer at the end of the Term.----------

-----2.6. The real estate property taxes payable to the Centro de Recaudaciones de Ingresos Muncipales ("CRIM"), and all special taxes (if applicable) of the PROPERTY will be the responsibility of Seller and payable by Seller up to the date of execution of the Purchase-Sale Deed (the "Closing Date"). Thereafter they shall be the responsibility of Buyer and payable by Buyer.----------

-----2.7. The Purchase-Sale Deed shall be executed before a notary public selected by Buyer.----------

-----2.8. Deeds to cancel any liens or encumbrances affecting the PROPERTY, if any, existing at the time of execution of the Purchase-Sale Deed, except any permitted encumbrances will be executed no later than the Closing Date, before a notary public selected by Buyer.----------

-----2.9. Through the Purchase-Sale Deed, Buyer will acquire recordable fee simple title to the PROPERTY and the possession thereof, "as is, where is", free and clear of occupants, liens and encumbrances, except permitted encumbrances disclosed in this deed, if any. During the Term of the Option, Seller will have the possession of the

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PROPERTY and will be allowed to conduct legal business activities in the PROPERTY.----------

-----2.10. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of the Property of Puerto Rico of this public deed and of the Purchase-Sale Deed will be paid by Buyer.----------

-----2.11. The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of the Property of the deeds of cancellation mentioned in Section 2.8, above (if any) shall be paid by Seller.----------

-----2.12. This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them.----------

-----2.13. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of Puerto Rico in the event of any litigation pursuant to this public deed.

-----2.14. All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

------TO SELLER:----------
------ESTEBAN HERNANDEZ RIVERA ----------
------158 Vista de la Bahía----------
------Panorama Village----------
------Bayamón, Puerto Rico 00957----------
-----Electronic Mail: educaeh@gmail.com----------

------TO BUYER:----------
------PR INVESTCO LLC----------
-------733 Third Avenue----------
-------New York, NY 10017----------
------Attention: Eileen Sawyer----------
-----Electronic Mail: roberto.ruiz@ccgc.com.do----------

------TO THE BROKER:----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920----------
------Attention: José Enrique Pérez Cruz----------

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-----Electronic Mail: passportre@gmail.com----------

-----2.15. Seller represents and warrants to Buyer that, to the best of Seller's knowledge, in the PROPERTY there are no toxic, dangerous, contaminated or contaminating substances, and that the PROPERTY has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----2.16. The appearing parties acknowledge that the Broker, mister José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the subject of this Option. The fees to Mr. Pérez Cruz and his associates, if any, for said service will be the responsibility of Buyer and paid simultaneously with the execution of the Purchase-Sale Deed, only if the Option is exercised by Buyer and Buyer buys the PROPERTY pursuant to the Option. Said fees will amount to FIFTY ONE THOUSAND FOUR HUNDRED SIXTY SEVEN DOLLARS WITH EIGHTY SEVEN CENTS ($51,467.87), equivalent to five percent (5%) of the purchase-sale price of the PROPERTY.----------

-----2.17. The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed.----------

-----2.18. In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgement or judicial order, then and in that event the rest of this public deed will continue in full force and effect.

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-----2.19. During the Term, Buyer and its employees, agents and/or contractors are authorized to enter the PROPERTY to make studies, identify boundaries, take measurements and make inspections, during business days and hours, and the persons entering the PROPERTY pursuant to this authorization will be responsible for the damages suffered or caused by them in the PROPERTY. Every employee who enters the PROPERTY pursuant to this authorization will be insured by a valid policy of the Puerto Rico State Insurance Fund, and, if applicable, of the "Chauffers' Insurance" or "Seguro Choferil". In addition, Buyer will have in place, during the term of the Option, a public liability insurance policy covering damages caused or suffered in the PROPERTY by the persons who enter it pursuant to this authorization, with a minimum coverage of ONE MILLION DOLLARS ($1,000,000) per occurrence. Seller will appear as co-insured in the policy, together with Buyer.----------

-----2.20. During the Term, Buyer is authorized to seek the approvals, permits and endorsements necessary for the development in the PROPERTY of a residential, recreational and tourism project, or of part of a residential, recreational and tourism project, provided the existing DTS zoning of the PROPERTY is not changed, and that such approvals, permits and endorsements (i) comply with the requirements of the existing DTS zoning of the PROPERTY; and (ii) do not negatively affect and/or diminish the value or quality of the PROPERTY. Seller hereby commits to confirm this authorization in writing if required by Buyer, for presentation to the corresponding public or governmental agencies and

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entities. If the PROPERTY is not purchased by Buyer, all approvals, permits and endorsements obtained by Buyer for the PROPERTY pursuant to the aforesaid authorization will be transferred and assigned by Buyer to Seller at the end of the Term, at no cost to Seller.----------

-----2.21. The PROPERTY may not be altered during the Term, except only if specifically authorized in advance, in writing, by Seller and Buyer.----------

-----2.22. The Option is not transferable by Seller. Conversely, Buyer is authorized to transfer or assign this agreement and all its rights and obligations hereunder, at the sole option and discretion of Buyer.----------

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---THIRD: Additional Documentation. The parties hereto agree to execute and deliver any additional instruments and documents that may be necessary to record the transaction contemplated in this deed in the Registry of the Property of Puerto Rico. Any costs and expenses, including attorneys' fees, incurred in connection with the execution of any additional instruments and documents shall be for the account of the Buyer. ----------

---FOURTH: Request to the Registrar. The Honorable Registrar of the Property of Puerto Rico is respectfully requested to record in the Registry of the Property of Puerto Rico the Option, as set forth in this deed.----------

---FIFTH: If Buyer does not purchase the PROPERTY pursuant to the Option, Buyer will, within thirty (30) consecutive calendar days after the end of the Term, at Buyer's cost and expense, (i) cancel the lien or encumbrance on the PROPERTY created by the Option; and (ii) file for

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recordation in the Registry of the Property of Puerto Rico any and all documents needed for the recording of said cancellation in the Registry of the Property. If the appearance of Seller is required in said cancellation, Seller will appear therein.----------

----------ACCEPTANCE AND WARNINGS----------

---The appearing parties to this deed accept the same as drafted because it has been drawn up in accordance with their stipulations, terms and conditions. I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this deed and they were fully advised by me thereon. Specifically, I advised them of the following:----------

-----(a) That any liens or encumbrances affecting title to the PROPERTY that may be filed for recordation prior to the filing of this deed may be legally binding and could take precedence over this deed.----------

-----(b) It is advisable to verify the status of liens and encumbrances on the PROPERTY as they may appear from the Registry of the Property of Puerto Rico on the date hereof and of the adverse consequences which may result from the failure to do so. To this effect, the appearing parties have been warned and advised by the subscribing Notary Public about the following: (i) that the digital system of recordation of the Digital Registry of Immovable Property of the Commonwealth of Puerto Rico provides Access to the Electronic Diary of Daily Operations, the Electronic Book of Recordations, and the Single Book of Lines ("Libro Unico de Embargos") twenty four (24) hours a day, seven (7) days a week for both inquiries and filings which may affect the

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registration or rights under this deed; (ii) that said electronic books have been reviewed up to the date of the title search prepared for this transaction; and (iii) that the authorizing Notary Public has not consulted the Registry of the Property of Puerto Rico in any way whatsoever after the date of the aforementioned title search, to all of which the appearing parties give their acceptance and compliance, being fully aware of its consequences.----------

-----(c) That this deed was prepared in accordance with a title search (the "Title Search"), prepared by **Capital Title Services, Inc.**, an entity engaged in such business, and not by the undersigned Notary. The aforementioned Title Search is dated August seventeen (17), two thousand twenty two (2022).----------

-----(d) The appearing parties accept the Title Search and are satisfied with the contents thereof. Consequently, the appearing parties release the Notary from any responsibility due to errors or omissions in said Title Search and/or due to any changes in the title to the PROPERTY or in its liens and encumbrances that might occur between the date of the Title Search and the date this deed is presented to the Registry of the Property of Puerto Rico for registration.----------

-----(e) The necessity and convenience of obtaining a negative certification of debt from the Municipal Revenue Collection Center tax rolls (CRIM – Centro de Recaudaciones de Ingresos Municipales) regarding the PROPERTY.----------

-----(f) This deed must be recorded in the appropriate Section of the Registry of the Property of Puerto Rico in order to bind all rights herein to third-parties.----------

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---The appearing parties waived the right which I advised them they had to have witnesses to the execution of this deed; but, upon my advice, made use of their right to read the same, and, finding it drafted to their entire satisfaction, having been advised by me, the Notary, of the pertinent legal warnings and reservations, acknowledging that they have understood this deed in all its parts, fully ratify and confirm the statements contained herein as the true and exact embodiment of their stipulations, terms, and conditions, proceed to sign before me, and to affix their initials on each folio of the same.----------

---And I, the Notary, do hereby CERTIFY AND ATTEST as to my personal knowledge or identification of the appearing parties and as to their personal circumstances, in accordance with their statements, as well as to all other things herein contained.----------

---I, the Notary, CERTIFY AND GIVE FAITH.----------

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Sello
4U22-02045186
$120
02/23/2023
$102.00
Sello de Rentas Internas
80004-2023-0223-30352012

CERTIFICO que en la misma fecha y lugar de su otorgamiento expedí primera copia certificada a favor de la parte compradora. DOY FE. ----

Notario(a) Público(a)

G.d.F.R.

MARIA DEL ROSARIO PUJOL THOMPSON ABOGADO-NOTARIO

----DEED NUMBER ELEVEN (11)----------

------ DEED OF OPTION TO PURCHASE REAL ESTATE ------

---In the City of San Juan, Puerto Rico, on this seventeenth (17th) day of February, two thousand twenty three (2023),--------

---------- **BEFORE ME,** ----------

---MARIA DEL ROSARIO PUJOL THOMPSON, Attorney-at-Law and Notary Public in and for the Commonwealth of Puerto Rico, with residence in Guaynabo, Puerto Rico, and offices located at suite two hundred (200), Puerta del Condado Building, one thousand ninety five (1095) Wilson Street, San Juan, Puerto Rico,----------

---------- **APPEAR:** ----------

---AS PARTY OF THE FIRST PART: ESTEBAN HERNANDEZ RIVERA, of legal age, married to Ivette Marie Alvarado Sojo, with whom he has no conjugal partnership pursuant to the pre-nuptial agreement constituted as per deed number ninety four (94), executed in Bayamón, Puerto Rico, on November twenty three (23), two thousand twenty one (2021), before notary public Roberto Almodóvar Rodríguez, professor and resident of Bayamón, Puerto Rico, who will be referred to hereinafter as "Seller".----------

---AS PARTY OF THE SECOND PART: PR INVESTCO LLC (hereinafter "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of the State of Delaware, United States of America, represented herein by its authorized representative, MS. GLADYS OMAYRA FONTANEZ REYES, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this public deed arises

from Certificate of Resolution of PR INVESTCO LLC signed by Eileen Sawyer, in her capacity of Manager of PR INVESTCO LLC, on February fifteen (15), two thousand twenty three (2023), in New York, New York, United States of America, before notary public Eric Orenstein , an original of which I, the Notary, hereby certify to have had before me, and which, in my opinion, is in full compliance with all legal requirements to authorize Ms. Gladys Omayra Fontanez Reyes to appear in this public deed on behalf of Buyer; and---

---**AS THE PARTY OF THE THIRD PART:** Mister **JOSE ENRIQUE PEREZ CRUZ**, also known as José E. Pérez (hereinafter the "Broker"), who is of legal age, married, real estate broker, and resident of Bayamón, Puerto Rico.----------

---I, the Notary, certify that I am personally acquainted with all parties, and through their statements, I further certify as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and accordingly they do hereby----------

G.O.F.R.

JEP

----------**STATE AND AGREE**----------

---**FIRST:** <u>The Property; Title, Liens and Encumbrances</u>.------

-----One. <u>Title</u>. Seller is the sole owner in fee simple title ("pleno dominio") and has the possession of the four (4) parcels of land described in the Spanish Language as follows:

----------**PROPERTY ONE (1)**----------

---**"RUSTICA:** Parcela de terreno localizada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, identificada en el Plano de Segregación del Agrimensor Frank Lozada Díaz como el REMANENTE TREINTA Y NUEVE (39), con una cabida superficial de cinco mil ciento nueve meteros cuadrados con treinta y nueve milésimas de metros cuadrados

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(5,109.039 m.c.), equivalentes a una cuerda con dos mil novecientas noventa y nueve diez milésimas de cuerda (1.2999 cda.); colindando por el NORTE, con la parcela treinta y nueve guión letra C (39-C) y con la parcela treinta y nueve guión letra D (39-D) anteriormente segregadas; por el SUR, con la parcela treinta y nueve guión letra B (39-B) anteriormente segregada; por el ESTE, con la parcela ciento setenta y nueve (179) de MC Acquisition Corp. y con la parcela cuarenta (40) antes propiedad de Valerie Marie Hernández Alvarado y hoy propiedad de Esteban Hernández RIvera; y por el OESTE, con la parcela ciento setenta y cuatro (174) de Oriental Bank & Trust, con la parcela treinta y nueve guión letra A (39-A) anteriormente segregada y con la parcela treinta y nueve guión letra B (39-B) anteriormente segregada; y cuyo centroide de este solar bajo el sistema métrico de coordenadas Lambert NAD-ochenta y tres (NAD-83) es: (X = 118,819.742; Y = 217,955.325).----------

---Está afectada a una servidumbre de paso perpetua a favor de las parcelas treinta y nueve guión letra A (39-A) y treinta y nueve guión letra B (39-B) anteriormente segregadas de siete (7) metros de ancho por su colindancia ESTE".----------

---PROPERTY ONE (1) is the remnant of parcel number eighteen thousand six hundred ninety seven (18,697), recorded at page thirty one (31) of volume five hundred eight (508) of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, after four (4) parcels were segregated from it pursuant to Deed Number One Hundred Sixty Eight (168), executed in Cabo Rojo, Puerto Rico, on December first (1st), two thousand twenty one (2021), before notary public Ramón Guillermo Vélez Rivera, pending recordation at entry two thousand twenty one dash one five seven seven five zero dash "S""G" zero one (2021-157750-SG01) of the Karibe System.----------

----------PROPERTY TWO (2)----------

---"RUSTICA: Parcela de terreno localizada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, identificada en el Plano de Segregación del Agrimensor Frank Lozada Díaz como la PARCELA TREINTA Y NUEVE GUION LETRA B (39-B), con una cabida superficial de tres mil novecientos treinta metros cuadrados con cuatrocientas milésimas de metros cuadrados (3,930.400 m.c.), equivalentes a UNA CUERDA (1.0000 cda.); colindando por el NORTE, con el Remanente treinta y nueve (39); por el SUR, con la parcela treinta y nueve guión letra A (39-A) anteriormente segregada; por el ESTE, con su acceso (servidumbre de paso) de siete (7) metros de ancho que forman parte del predio Remanente treinta y nueve (Remanente 39); por el OESTE, con la parcela ciento setenta y cuatro (174) de Oriental Bank & Trust; y cuyo

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centro centroide de este solar bajo el sistema métrico de coordenadas Lambert NAD ochenta y tres (NAD 83) es (X = 118,835.365; Y = 217,920.142).----------
---Está afectada a una servidumbre de paso a favor de Cable TV, Teléfono y Autoridad de Energía Eléctrica (AEE) de cinco (5) pies de ancho por toda su colindancia SUR y ESTE."----------

---PROPERTY TWO (2) was segregated from parcel number eighteen thousand six hundred ninety seven (18,697), recorded at page thirty one (31) of volume five hundred eight (508) of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, pursuant to Deed Number One Hundred Sixty Eight (168), executed in Cabo Rojo, Puerto Rico, on December first (1st), two thousand twenty one (2021), before notary public Ramón Guillermo Vélez Rivera, pending recordation at entry two thousand twenty one dash one five seven seven five zero dash "S""G" zero one (2021-157750-SG01) of the Karibe System.----------

----------PROPERTY THREE (3)----------

---"RUSTICA: Parcela de terreno localizada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, identificada en el Plano de Segregación del Agrimensor Frank Lozada Diez como la PARCELA TREINTA Y NUEVE GUION LETRA C (39-C), con una cabida superficial de tres mil novecientos treinta metros cuadrados con trescientos noventa milésimas de metros cuadrados (3,930.390 m.c.), equivalentes a una cuerda (1.0000 cda.); colindando por el NOR-ESTE, con la parcela treinta y nueve guión letra D (39-D) a segregarse; por el SUR-ESTE, con el Remanente treinta y nueve (39) a segregarse; por el SUR-OESTE, con la parcela ciento setenta y cuatro (174) de Oriental Bank & Trust; y por el NOR-OESTE, con el camino de acceso en tierra existente; y cuyo centroide de este solar bajo el sistema métrico de coordenadas Lambert NAD-ochenta y tres (NAD-83) es: (X = 118,779.314; Y = 217,989.151).----------

---Está afectada a una servidumbre de paso a favor de Cable TV, Teléfono y Autoridad de Energía Eléctrica (AEE) de cinco (5) pies de ancho por toda su colindancia NOR-OESTE."----------

---PROPERTY THREE (3) was segregated from parcel number eighteen thousand six hundred ninety seven (18,697), recorded at page thirty one (31) of volume five hundred eight (508) of Cabo Rojo, Section of San Germán of the Registry of

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the Property of Puerto Rico, pursuant to Deed Number One Hundred Sixty Eight (168), executed in Cabo Rojo, Puerto Rico, on December first (1st), two thousand twenty one (2021), before notary public Ramón Guillermo Vélez Rivera, pending recordation at entry two thousand twenty one dash one five seven seven five zero dash "S""G" zero one (2021-157750-SG01) of the Karibe System.----------

----------**PROPERTY FOUR (4)**----------

---"RUSTICA: Parcela de terreno localizada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, identificada en el Plano de Segregación del Agrimensor Frank Lozada Díaz como la PARCELA TREINTA Y NUEVE GUION LETRA D (39-D), con una cabida superficial de tres mil novecientos treinta metros cuadrados con trescientos ochenta milésimas de metros cuadrados (3,930.380 m.c.), equivalentes a una cuerda (1.0000 cda.); colindando por el NORTE, con la parcela ciento setenta y nueve (179); por el SUR, con la parcela treinta y nueve guión letra C (39-C) anteriormente segregada; por el ESTE, con el Remanente treinta y nueve (39) a segregarse; y por el OESTE, con el camino de acceso en tierra existente; y cuyo centroide de este solar bajo el sistema métrico de coordenadas Lambert NAD-ochenta y tres (NAD83) es: (X = 118,791.577; Y = 218,033.140).----------

---Está afectada a una servidumbre de paso a favor de Cable TV, Teléfono y Autoridad de Energía Eléctrica (AEE) de cinco (5) pies de ancho por toda su colindancia SUR y ESTE."----------

---PROPERTY FOUR (4) was segregated from parcel number eighteen thousand six hundred ninety seven (18,697), recorded at page thirty one (31) of volume five hundred eight (508) of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, pursuant to Deed Number One Hundred Sixty Eight (168), executed in Cabo Rojo, Puerto Rico, on December first (1st), two thousand twenty one (2021), before notary public Ramón Guillermo Vélez Rivera, pending recordation at entry two thousand twenty one dash one five seven seven five zero dash "S""G" zero one (2021-157750-SG01) of the Karibe System.----------

---PROPERTY ONE (1), PROPERTY TWO (2), PROPERTY

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THREE (3) and PROPERTY FOUR (4) will be jointly referred to hereinafter as the "PROPERTY".----------

---The PROPERTY was acquired by Seller through Deed Number Fifty One (51), executed in Bayamón, Puerto Rico, on September seventeen (17), two thousand twenty (2020), before notary public Roberto Almodóvar Rodríguez, recorded at the Karibe Volume of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, parcel number eighteen thousand six hundred ninety seven (18,697), fourteenth (14th) recording.----------

---The real property tax identification number ("número de catastro") assigned by the Muncipal Revenue Collection Center ("CRIM") to the PROPERTY is four zero two dash zero eighteen dash three hundred twenty seven dash forty dash zero zero zero (402-018-327-40-000).----------

---The PROPERTY is subject to the following liens and/or encumbrances:----------

---By its origin, the PROPERTY is free of liens and encumbrances.----------

---By itself, the PROPERTY is free of liens and encumbrances.----------

---SECOND: Buyer wishes to acquire an option to buy the PROPERTY, with all its improvements, and rights and annexes, together with the possession thereof, and Seller wishes to grant, and hereby grants, said option to Buyer (hereinafter the "Option"), which is done pursuant to this public instrument and in accordance with the following:----------

----------TERMS AND CONDITIONS:----------

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-----2.1. The purchase-sale price of the PROPERTY will be the lump sum of NINE HUNDRED FIVE THOUSAND NINE HUNDRED NINETY ONE DOLLARS WITH FORTY FIVE CENTS ($905,991.45), of which (i) TWO HUNDRED FIFTY FIVE THOUSAND FOUR HUNDRED FIFTY ONE DOLLARS WITH NINETY SIX CENTS ($255,451.96) will correspond and will be allocated to PROPERTY ONE (1); (ii) ONE HUNDRED NINETY SIX THOUSAND FIVE HUNDRED TWENTY DOLLARS ($196,520) will correspond and will be allocated to PROPERTY TWO (2); (iii) ONE HUNDRED NINETY SIX THOUSAND FIVE HUNDRED NINETEEN DOLLARS WITH FORTY NINE CENTS ($196,519.49) will correspond and will be allocated to PROPERTY THREE (3); and (iv) TWO HUNDRED FIFTY SEVEN THOUSAND FIVE HUNDRED DOLLARS ($257,500) will correspond and will be allocated to PROPERTY FOUR (4).----------

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---The NINE HUNDRED FIVE THOUSAND NINE HUNDRED NINETY ONE DOLLARS WITH FORTY FIVE CENTS ($905,991.45) purchase price of the PROPERTY is payable as follows:----------

----------2.1.1. the sum of NINETY THOUSAND FIVE HUNDRED NINETY NINE DOLLARS WITH FIFTEEN CENTS ($90,599.15) has been paid by Buyer to Seller simultaneously with the execution of this public deed, as consideration for the Option, as good faith deposit (the "Deposit"), which will be non-reimbursable, except only as set forth below in this public deed. Seller hereby acknowledge receipt of the Deposit. Of said Deposit, (i) TWENTY FIVE THOUSAND FIVE HUNDRED FORTY EIGHT DOLLARS

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WITH NINETY SIX CENTS ($25,548.96) will correspond and will be allocated to PROPERTY ONE (1); (ii) NINETEEN THOUSAND SIX HUNDRED FIFTY DOLLARS WITH NINETY SIX CENTS ($19,650.96) will correspond and will be allocated to PROPERTY TWO (2); (iii) NINETEEN THOUSAND SIX HUNDRED FIFTY DOLLARS WITH NINETY FIVE CENTS ($19,650.95) will correspond and will be allocated to PROPERTY THREE (3); and (iv) TWENTY FIVE THOUSAND SEVEN HUNDRED FORTY EIGHT DOLLARS WITH TWENTY EIGHT CENTS ($25,748.28) will correspond and will be allocated to PROPERTY FOUR (4).----------2.1.2 the sum of TWO HUNDRED SEVENTY ONE THOUSAND SEVEN HUNDRED NINETY SEVEN DOLLARS WITH FORTY FOUR CENTS ($271,797.44) will be payable in full, through manager's check to the order of Seller, simultaneously with the execution of the purchase sale public deed whereby Buyer will acquire fee simple title to the PROPERTY and the possession thereof, pursuant to the Option (the "Purchase-Sale Deed"). Of said amount, (i) SEVENTY SIX THOUSAND SIX HUNDRED FORTY SIX DOLLARS WITH EIGHTY EIGHT CENTS ($76,646.88) will correspond and will be allocated to PROPERTY ONE (1); (ii) FIFTY EIGHT THOUSAND NINE HUNDRED FIFTY TWO DOLLARS WITH EIGHTY SIX CENTS ($58,952.86) will correspond and will be allocated to PROPERTY TWO (2); (iii) FIFTY EIGHT THOUSAND NINE HUNDRED FIFTY TWO DOLLARS WITH EIGHTY FIVE CENTS ($58,952.85) will correspond and will be allocated to PROPERTY THREE (3); and (iv) SEVENTY SEVEN THOUSAND TWO HUNDRED

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FORTY FOUR DOLLARS WITH EIGHTY FIVE CENTS ($77,244.85) will correspond and will be allocated to PROPERTY FOUR (4).----------

----------2.1.3. the sum of FIVE HUNDRED FORTY THREE THOUSAND FIVE HUNDRED NINETEY FOUR DOLLARS WITH EIGHTY SIX CENTS ($543,594.86) will be deferred (the "Deferred Purchase Price"). The Deferred Purchase Price will be distributed as follows among the four (4) parcels which comprise the PROPERTY: (i) ONE HUNDRED FIFTY THREE THOUSAND TWO HUNDRED FIFTY SIX DOLLARS WITH TWELVE CENTS ($153,256.12) will correspond and will be allocated to PROPERTY ONE (1); (ii) ONE HUNDRED SEVENTEEN THOUSAND NINE HUNDRED SIXTEEN DOLLARS WITH EIGHTEEN CENTS ($117,916.18) will correspond and will be allocated to PROPERTY TWO (2); (iii) ONE HUNDRED SEVENTEEN THOUSAND NINE HUNDRED FIFTEEN DOLLARS WITH SIXTY NINE CENTS ($117,915.69) will correspond and will be allocated to PROPERTY THREE (3); and (iv) ONE HUNDRED FIFTY FOUR THOUSAND FIVE HUNDRED SIX DOLLARS WITH EIGHTY SEVEN CENTS ($154,506.87) will correspond and will be allocated to PROPERTY FOUR (4).----------

---The Deferred Purchase Price will be payable in (i) two (2) annual installments of TWO HUNDRED SEVENTY ONE THOUSAND SEVEN HUNDRED NINETY SEVEN DOLLARS WITH FORTY THREE CENTS ($271,797.43) each, on the first (1st) and second (2nd) anniversaries of the execution of the Purchase-Sale Deed.----------

---Of said sum of TWO HUNDRED SEVENTY ONE

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THOUSAND SEVEN HUNDRED SEVENTY NINE DOLLARS WITH FORTY THREE CENTS ($271,797.43) per year to be paid for the first two (2) consecutive years following the execution of the Purchase-Sale Deed, (i) SEVENTY SIX THOUSAND SIX HUNDRED TWENTY EIGHT DOLLARS WITH SIX CENTS ($76,628.06) per year will correspond and will be allocated to PROPERTY ONE (1); (ii) FIFTY EIGHT THOUSAND NONE HUNDRED FIFTY EIGHT DOLLARS WITH NINE CENTS ($58,958.09) per year will correspond and will be allocated to PROPERTY TWO (2); (iii) FIFTY EIGHT THOUSAND NINE HUNDRED FIFTY SEVEN DOLLARS WITH EIGHTY FIVE CENTS ($58,957.85) will correspond and will be allocated to the first (1st) installment of PROPERTY THREE (3), and FIFTY EIGHT THOUSAND NINE HUNDRED FIFTY SEVEN DOLLARS WITH EIGHTY FOUR CENTS ($58,957.84) will correspond and will be allocated to the second (2nd) installment of PROPERTY THREE (3); and (iv) SEVENTY SEVEN THOUSAND TWO HUNDRED FIFTY THREE DOLLARS WITH FORTY THREE CENTS ($77,253.43) per year will correspond and will be allocated to PROPERTY FOUR (4).----------

---Interest on the outstanding principal balance of the Deferred Purchase Price will accrue, beginning on the date of execution of the Purchase-Sale Deed and until full payment thereof, at the simple rate of five per cent (5%) per annum, payable together with each of the aforementioned installments of the Deferred Purchase Price.----------

---The Deferred Purchase Price will evidenced and guaranteed by one (1) promissory note in the principal sum of

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FIVE HUNDRED FORTY THREE THOUSAND FIVE HUNDRED NINETY FOUR DOLLARS WITH EIGHTY SIX CENTS ($543,594.86), which will be in turn guaranteed by a first mortgage encumbering the PROPERTY, in the amount of FIVE HUNDRED FORTY THREE THOUSAND FIVE HUNDRED NINETY FOUR DOLLARS WITH EIGHTY SIX CENTS ($543,594.86) (the "$543,594.86 Mortgage"), issued by Buyer to the order of Seller, due in two (2) annual installments of TWO HUNDRED SEVENTY ONE THOUSAND SEVEN HUNDRED NINETY SEVEN DOLLARS WITH FORTY THREE CENTS ($271,797.43) each, on the first (1st) and second (2nd) anniversaries of the execution of the Purchase-Sale Deed, with interest on the outstanding principal balance at five per cent (5%) per annum, payable together with each of the aforementioned installments of principal.----------

---Pursuant to the $543,594.86 Mortgage, (i) PROPERTY ONE (1) will be mortgaged in the amount of ONE HUNDRED FIFTY THREE THOUSAND TWO HUNDRED FIFTY SIX DOLLARS WITH TWELVE CENTS ($153,256.12); (ii) PROPERTY TWO (2) will be mortgaged in the amount of ONE HUNDRED SEVENTEEN THOUSAND NINE HUNDRED SIXTEEN DOLLARS WITH EIGHTEEN CENTS ($117,916.18); (iii) PROPERTY THREE (3) will be mortgaged in the amount of ONE HUNDRED SEVENTEEN THOUSAND NINE HUNDRED FIFTEEN DOLLARS WITH SIXTY NINE CENTS ($117,915.69); and (iv) PROPERTY FOUR (4) will be mortgaged in the amount of ONE HUNDRED FIFTY FOUR THOUSAND FIVE HUNDRED SIX DOLLARS WITH EIGHTY

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SEVEN CENTS ($154,506.87).----------

---The deed of constitution of the $543,594.86 Mortgage will be executed before a notary public selected by Buyer. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of the Property of Puerto Rico of the deed of constitution of the $543,594.86 Mortgage will be paid by Buyer.----------

-----2.2. In addition to the Deposit, and as an additional *sine qua non* condition and consideration for the Option, Buyer will pay Seller a non-refundable fee (which will not be credited to the purchase-sale price of the PROPERTY), in an amount equivalent to five per cent (5%) per annum on the principal sum of EIGHT HUNDRED FIFTEEN THOUSAND THREE HUNDRED NINETY TWO DOLLARS WITH THIRTY ONE CENTS ($815,392.31), from the date of execution of this public deed until (i) the date of execution of the Purchase-Sale Deed; or (ii) the date this Option ends for any reason whatsoever, whichever occurs first. Said non-refundable fee shall be paid in monthly installments starting thirty (30) calendar days after the date of execution of this public deed and until (i) the date of execution of the Purchase-Sale Deed; or (ii) the date this Option ends for any reason whatsoever, whichever occurs first.----------

-----2.3. The Option is granted for a term of one (1) year, starting on the date of execution of this public deed and ending on February seventeen (17), two thousand twenty four (2024) (the "Term").----------

-----2.4. Upon the execution of the Purchase-Sale Deed, the Deposit will be credited to the portion of the purchase-sale

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price payable on the date of execution of the Purchase-Sale Deed.----------

-----2.5. If the Term ends and Buyer has not bought the PROPERTY within the Term (except for reasons attributable to Seller), then the Deposit will be lost by Buyer, and will become the property of Seller, as liquidated damages. If the PROPERTY cannot be bought by Buyer within the Term, for reasons attributable to Seller, then Seller will reimburse the Deposit to Buyer at the end of the Term.----------

-----2.6. The real estate property taxes payable to the Centro de Recaudaciones de Ingresos Muncipales ("CRIM"), and all special taxes (if applicable) of the PROPERTY will be the responsibility of Seller and payable by Seller up to the date of execution of the Purchase-Sale Deed (the "Closing Date"). Thereafter they shall be the responsibility of Buyer and payable by Buyer.----------

-----2.7. The Purchase-Sale Deed shall be executed before a notary public selected by Buyer.----------

-----2.8. Deeds to cancel any liens or encumbrances affecting the PROPERTY, if any, existing at the time of execution of the Purchase-Sale Deed, except any permitted encumbrances will be executed no later than the Closing Date, before a notary public selected by Buyer.----------

-----2.9. Through the Purchase-Sale Deed, Buyer will acquire recordable fee simple title to the PROPERTY and the possession thereof, "as is, where is", free and clear of occupants, liens and encumbrances, except permitted encumbrances disclosed in this deed, if any. During the Term of the Option, Seller will have the possession of the

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PROPERTY and will be allowed to conduct legal business activities in the PROPERTY.----------

-----2.10. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of the Property of Puerto Rico of this public deed and of the Purchase-Sale Deed will be paid by Buyer.----------

-----2.11. The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of the Property of the deeds of cancellation mentioned in Section 2.8, above (if any) shall be paid by Seller.----------

-----2.12. This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them.----------

-----2.13. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of Puerto Rico in the event of any litigation pursuant to this public deed.

-----2.14. All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

------TO SELLER:----------
------ESTEBAN HERNANDEZ RIVERA ----------
------158 Vista de la Bahía----------
------Panorama Village----------
------Bayamón, Puerto Rico 00957----------
-----Electronic Mail: educaeh@gmail.com----------

------TO BUYER:----------
------PR INVESTCO LLC----------
-------733 Third Avenue----------
-------New York, NY 10017----------
------Attention: Eileen Sawyer----------
-----Electronic Mail: roberto.ruiz@ccgc.com.do----------

------TO THE BROKER:----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920----------
------Attention: José Enrique Pérez Cruz----------

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-----Electronic Mail: passportre@gmail.com----------

-----2.15. Seller represents and warrants to Buyer that, to the best of Seller's knowledge, in the PROPERTY there are no toxic, dangerous, contaminated or contaminating substances, and that the PROPERTY has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----2.16. The appearing parties acknowledge that the Broker, mister José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the subject of this Option. The fees to Mr. Pérez Cruz and his associates, if any, for said service will be the responsibility of Buyer and paid simultaneously with the execution of the Purchase-Sale Deed, only if the Option is exercised by Buyer and Buyer buys the PROPERTY pursuant to the Option. Said fees will amount to FORTY THREE THOUSAND ONE HUNDRED FIFTY DOLLARS WITH THIRTY FOUR CENTS ($43,150.34), equivalent to five percent (5%) of the purchase-sale price of the PROPERTY.----------

-----2.17. The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed.----------

-----2.18. In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgement or judicial order, then and in that event the rest of this public deed will continue in full force and effect.

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-----2.19. During the Term, Buyer and its employees, agents and/or contractors are authorized to enter the PROPERTY to make studies, identify boundaries, take measurements and make inspections, during business days and hours, and the persons entering the PROPERTY pursuant to this authorization will be responsible for the damages suffered or caused by them in the PROPERTY. Every employee who enters the PROPERTY pursuant to this authorization will be insured by a valid policy of the Puerto Rico State Insurance Fund, and, if applicable, of the "Chauffers' Insurance" or "Seguro Choferil". In addition, Buyer will have in place, during the term of the Option, a public liability insurance policy covering damages caused or suffered in the PROPERTY by the persons who enter it pursuant to this authorization, with a minimum coverage of ONE MILLION DOLLARS ($1,000,000) per occurrence. Seller will appear as co-insured in the policy, together with Buyer.----------

-----2.20. During the Term, Buyer is authorized to seek the approvals, permits and endorsements necessary for the development in the PROPERTY of a residential, recreational and tourism project, or of part of a residential, recreational and tourism project, provided the existing DTS zoning of the PROPERTY is not changed, and that such approvals, permits and endorsements (i) comply with the requirements of the existing DTS zoning of the PROPERTY; and (ii) do not negatively affect and/or diminish the value or quality of the PROPERTY. Seller hereby commits to confirm this authorization in writing if required by Buyer, for presentation to the corresponding public or governmental agencies and

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entities. If the PROPERTY is not purchased by Buyer, all approvals, permits and endorsements obtained by Buyer for the PROPERTY pursuant to the aforesaid authorization will be transferred and assigned by Buyer to Seller at the end of the Term, at no cost to Seller.----------

-----2.21. The PROPERTY may not be altered during the Term, except only if specifically authorized in advance, in writing, by Seller and Buyer.----------

-----2.22. The Option is not transferable by Seller. Conversely, Buyer is authorized to transfer or assign this agreement and all its rights and obligations hereunder, at the sole option and discretion of Buyer.----------

---**THIRD:** Additional Documentation. The parties hereto agree to execute and deliver any additional instruments and documents that may be necessary to record the transaction contemplated in this deed in the Registry of the Property of Puerto Rico. Any costs and expenses, including attorneys' fees, incurred in connection with the execution of any additional instruments and documents shall be for the account of the Buyer. ----------

---**FOURTH:** Request to the Registrar. The Honorable Registrar of the Property of Puerto Rico is respectfully requested to record in the Registry of the Property of Puerto Rico the Option, as set forth in this deed.----------

---**FIFTH:** If Buyer does not purchase the PROPERTY pursuant to the Option, Buyer will, within thirty (30) consecutive calendar days after the end of the Term, at Buyer's cost and expense, (i) cancel the lien or encumbrance on the PROPERTY created by the Option; and (ii) file for

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recordation in the Registry of the Property of Puerto Rico any and all documents needed for the recording of said cancellation in the Registry of the Property. If the appearance of Seller is required in said cancellation, Seller will appear therein.----------

----------ACCEPTANCE AND WARNINGS----------

---The appearing parties to this deed accept the same as drafted because it has been drawn up in accordance with their stipulations, terms and conditions. I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this deed and they were fully advised by me thereon. Specifically, I advised them of the following:----------

-----(a) That any liens or encumbrances affecting title to the PROPERTY that may be filed for recordation prior to the filing of this deed may be legally binding and could take precedence over this deed.----------

-----(b) It is advisable to verify the status of liens and encumbrances on the PROPERTY as they may appear from the Registry of the Property of Puerto Rico on the date hereof and of the adverse consequences which may result from the failure to do so. To this effect, the appearing parties have been warned and advised by the subscribing Notary Public about the following: (i) that the digital system of recordation of the Digital Registry of Immovable Property of the Commonwealth of Puerto Rico provides Access to the Electronic Diary of Daily Operations, the Electronic Book of Recordations, and the Single Book of Lines ("Libro Unico de Embargos") twenty four (24) hours a day, seven (7) days a week for both inquiries and filings which may affect the

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registration or rights under this deed; (ii) that said electronic books have been reviewed up to the date of the title search prepared for this transaction; and (iii) that the authorizing Notary Public has not consulted the Registry of the Property of Puerto Rico in any way whatsoever after the date of the aforementioned title search, to all of which the appearing parties give their acceptance and compliance, being fully aware of its consequences.----------

-----(c) That this deed was prepared in accordance with a title search (the "Title Search"), prepared by **Capital Title Services, Inc.**, an entity engaged in such business, and not by the undersigned Notary. The aforementioned Title Search is dated August seventeen (17), two thousand twenty two (2022).----------

-----(d) The appearing parties accept the Title Search and are satisfied with the contents thereof. Consequently, the appearing parties release the Notary from any responsibility due to errors or omissions in said Title Search and/or due to any changes in the title to the PROPERTY or in its liens and encumbrances that might occur between the date of the Title Search and the date this deed is presented to the Registry of the Property of Puerto Rico for registration.----------

-----(e) The necessity and convenience of obtaining a negative certification of debt from the Municipal Revenue Collection Center tax rolls (CRIM – Centro de Recaudaciones de Ingresos Municipales) regarding the PROPERTY.---------

-----(f) This deed must be recorded in the appropriate Section of the Registry of the Property of Puerto Rico in order to bind all rights herein to third-parties.----------

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---The appearing parties waived the right which I advised them they had to have witnesses to the execution of this deed; but, upon my advice, made use of their right to read the same, and, finding it drafted to their entire satisfaction, having been advised by me, the Notary, of the pertinent legal warnings and reservations, acknowledging that they have understood this deed in all its parts, fully ratify and confirm the statements contained herein as the true and exact embodiment of their stipulations, terms, and conditions, proceed to sign before me, and to affix their initials on each folio of the same.----------

---And I, the Notary, do hereby CERTIFY AND ATTEST as to my personal knowledge or identification of the appearing parties and as to their personal circumstances, in accordance with their statements, as well as to all other things herein contained.----------

---I, the Notary, CERTIFY AND GIVE FAITH.----------

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Sello

4U22-02045185

5120
02/23/2023
$92.00

Sello de Rentas Internas
80004-2023-0223-30352004

CERTIFICO que en la misma fecha y lugar de su otorgamiento expedí primera copia certificada a favor de la parte compradora. DOY FE. ----

Notario(a) Público(a)

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----ESCRITURA NUMERO: VEINTIDÓS (22)----------

----------OPCIÓN DE COMPRA DE INMUEBLES----------

---En San Juan, Puerto Rico, el día diecinueve (19) de octubre de dos mil veintidós (2022);----------

----------ANTE MI,----------

---MARIA DEL ROSARIO PUJOL THOMPSON, abogada y notaria publica en y para el Estado Libre Asociado de Puerto Rico, con residencia en Guaynabo, Puerto Rico, y estudio abierto en la oficina número doscientos (200) del Edificio Puerta del Condado, en la Calle Wilson número mil noventa y cinco (1095), Condado, San Juan, Puerto Rico, ----------

----------COMPARECEN:----------

---DE LA PRIMERA PARTE: ANTONIO JUAN BARTOLOME FAS ALZAMORA, mayor de edad, casado con Ileana Pacheco Morales, abogado y vecino de Cabo Rojo, Puerto Rico (en adelante "Antonio"), quien comparece en su capacidad personal;----------

---DE LA SEGUNDA PARTE: MARGARITA DE LOURDES FAS ALZAMORA, mayor de edad, soltera, propietaria y vecina de San Juan, Puerto Rico (en adelante "Margarita").----------

---Antonio y Margarita serán llamados conjuntamente los "Vendedores" en adelante en la presente escritura,--------

---DE LA TERCERA PARTE: PR INVESTCO LLC (en adelante la "Compradora"), una compañía de responsabilidad limitada organizada y existente al amparo de las leyes del Estado de Delaware de los Estados Unidos de América, representada en esta escritura por su representante autorizada, GLADYS OMAYRA FONTANEZ REYES (en

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adelante "Gladys"), quien es mayor de edad, soltera, abogada y vecina de San Juan, Puerto Rico y quien está debidamente autorizada a comparecer en la presente escritura en representación de la Compradora, según surge de Certificación de Resolución de PR INVESTCO LLC, suscrita por Eileen Sawyer, en su carácter de Gerente ("Manager") de PR INVESTCO LLC, el día doce (12) de octubre de dos mil veintidós (2022), ante el notario público John J. Franco, cuyo original, Yo, la Notaria, certifico que he examinado y que, en mi opinión, cumple con todos los requisitos legales necesarios para autorizar a Gladys a comparecer en esta escritura en representación de la Compradora; y ----------

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J.E.P
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---DE LA CUARTA PARTE: JOSE ENRIQUE PEREZ CRUZ, también conocido como José E. Pérez (en adelante el "Corredor"), quien es mayor de edad, casado, corredor de bienes raíces y vecino de Bayamón, Puerto Rico.----------

---Yo, la Notaria, certifico que conozco personalmente a todos los comparecientes y que, por sus dichos, conozco sus respectivas edades, estados civiles, ocupaciones y direcciones residenciales. Me aseguran tener y, a mi juicio, tienen la capacidad legal necesaria para el presente otorgamiento, y en tal virtud, libre y voluntariamente,----------

----------EXPRESAN Y ACUERDAN:----------

---PRIMERO: Antonio, en su carácter personal y privativo, es dueño en pleno y absoluto dominio y tiene la posesión quieta y pacífica de la parcela de terreno que se describe a continuación [en adelante el "INMUEBLE UNO (1)"]:----------

----------INMUEBLE UNO (1)----------

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---**"RUSTICA:** Predio de terreno identificado con el número Trece guión "A" (13-A) del plano de parcelación de la finca llamada "Corozo", sito en el barrio Llanos Costa, Sector el Corozo del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CUATROCIENTOS VEINTIDOS MIL CUATROCIENTOS SETENTA Y TRES PUNTO CUARENTA Y CUATRO (422,473.44) METROS CUADRADOS, equivalentes a ciento siete punto cuatrocientas ochenta y nueve (107.489) cuerdas. En lindes, por el NORTE, en quinientos cinco punto cero cero ochenta y cinco (505.0085) metros lineales, con camino municipal denominado camino Peñones; por el SUR, en trescientos cuarenta punto ochocientos cuarenta y tres (340.843) metros lineales, con predio identificado en el plano de parcelación como camino de acceso; por el OESTE, en mil trescientos noventa y dos punto trescientos cuarenta y ocho (1,392.348) metros lineales, con predio identificado con el número Trece guión "B" (13-B) del plano de inscripción; y por el ESTE, noventa y siete punto cero sesenta y cuatro (97.064), ciento veintinueve punto trescientos sesenta y uno (129.361) y mil doscientos sesenta y siete punto dos mil seiscientos cincuenta y tres (1,267.2653) metros lineales, con predios identificados en el plano de parcelación con los números catorce (14) y quince (15) y con propiedades de Sigfrido Vélez, Sucesión Valentín y Serafín Vélez, respectivamente, para un total de mil cuatrocientos noventa y tres punto seis mil novecientos tres (1,493.6903) metros lineales."----------

---El INMUEBLE UNO (1) es la finca número veinticuatro mil noventa y seis (24,096), inscrita al folio doscientos doce (212) del tomo seiscientos setenta y uno (671) de Cabo Rojo, Sección de San Germán del Registro de la Propiedad de Puerto Rico.----------

---El INMUEBLE UNO (1) fue adquirido por Antonio por adjudicación de propiedad hereditaria, según "Sentencia Cuaderno Particional" del Tribunal General de Justicia de Puerto Rico, Sala Superior de Mayagüez, en el caso número RF guión ochenta y cinco guión mil ciento treinta y nueve (RF-85-1139), del trece (13) de febrero de mil novecientos noventa (1990), inscrita al folio doscientos doce (212) del tomo seiscientos setenta y uno (671) de Cabo Rojo, Sección de San Germán del Registro de la Propiedad de Puerto Rico, finca número veinticuatro mil noventa y seis (24,096),

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inscripción primera (1ra.).----------

---De acuerdo a información provista por el Centro de Recaudación de Ingresos Municipales ("CRIM"), el número de catastro del INMUEBLE UNO (1) es el cuatrocientos dos guión cero cero cero guión cero cero cinco guión veintinueve guión cero cero cero (402-000-005-29-000).----------

---El INMUEBLE UNO (1) se encuentra libre de cargas, gravámenes y ocupantes.----------

---**SEGUNDO:** Margarita, en su carácter personal y privativo, es dueña en pleno y absoluto dominio y tiene la posesión quieta y pacífica de la parcela de terreno que se describe a continuación [en adelante el "INMUEBLE DOS (2)"]:----------

----------**INMUEBLE DOS (2)**----------

---**"RUSTICA:** Predio de terreno identificado con el número trece guión "B" (13-B) en el plano de parcelación de la finca denominada Corozo, sito en el Barrio Llanos Costa, Sector El Corozo del término municipal de Cabo Rojo, Puerto Rico y con una cabida superficial de CUATROCIENTOS VEINTIDOS MIL CUATROCIENTEOS SETENTA Y TRES PUNTO CUARENTA Y CUATRO (422,473.44) METROS CUADRADOS, equivalentes a ciento siete punto cuatrocientas ochenta y nueve (107.489) cuerdas. Colinda, al NORTE, en seiscientos veintiocho punto nueve mil seiscientos ochenta y dos (628.9682) metros lineales con camino municipal denominado camino Peñones; por el SUR, en cuatrocientos cuarenta y siete punto cero cuarenta (447.040) y ciento setenta y nueve punto trescientos cincuenta y nueve (179.359) metros lineales, con predio identificado con el número doce (12) y camino de acceso del plano de parcelación; al ESTE, en mil trescientos noventa y dos punto trescientos cuarenta y ocho (1,392.348) metros lineales, con predio identificado en el plano de parcelación con el número trece guión "A" (13-A); y al OESTE, en mil cuatrocientos veintiuno punto mil ochocientos sesenta y dos (1,421.1862) metros lineales con propiedad de Alfredo Ramírez de Arellano."----------

---El INMUEBLE DOS (2) es la finca número veinticuatro mil noventa y siete (24,097), inscrita al folio doscientos quince (215) del tomo seiscientos setenta y uno (671) de Cabo Rojo, Sección de San Germán del Registro de la Propiedad de

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Puerto Rico.----------

---El INMUEBLE DOS (2) fue adquirido por Margarita por adjudicación de propiedad hereditaria, según "Sentencia Cuaderno Particional" del Tribunal General de Justicia de Puerto Rico, Sala Superior de Mayagüez, en el caso número RF guión ochenta y cinco guión mil ciento treinta y nueve (RF-85-1139), del trece (13) de febrero de mil novecientos noventa (1990), inscrita al folio doscientos quince (215) del tomo seiscientos setenta y uno (671) de Cabo Rojo, Sección de San Germán del Registro de la Propiedad de Puerto Rico.-

---De acuerdo a información provista por el Centro de Recaudación de Ingresos Municipales ("CRIM"), el número de catastro del INMUEBLE DOS (2) es el cuatrocientos dos guión cero cero cero guión cero cero cinco guión veintiocho guión cero cero cero (402-000-005-28-000).----------

---El INMUEBLE DOS (2) se encuentra libre de cargas, gravámenes y ocupantes.----------

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---TERCERO: El INMUEBLE UNO (1) y el INMUEBLE DOS (2) serán llamados en conjunto los "INMUEBLES" en adelante en la presente escritura. La Compradora desea adquirir un derecho de opción para comprar conjuntamente los INMUEBLES y los Vendedores, en este acto y mediante la presente escritura, conceden dicho derecho de opción a la Compradora y la Compradora lo acepta (en adelante la "Opción"), sujeto a los siguientes----------

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----------TERMINOS Y CONDICIONES:----------

-----3.1. El precio de compraventa de los INMUEBLES se distribuirá en partes iguales entre el INMUEBLE UNO (1) y el INMUEBLE DOS (2) y ascenderá a la suma alzada total de

QUINCE MILLONES QUINIENTOS MIL DÓLARES ($15,500,000.00), es decir SIETE MILLONES SETECIENTOS CINCUENTA MIL DÓLARES ($7,750,000.00) para el INMUEBLE UNO (1) y SIETE MILLONES SETECIENTOS CINCUENTA MIL DÓLARES ($7,750,000.00) para el INMUEBLE DOS (2), siempre y cuando se efectúe la compraventa de los INMUEBLES en virtud de la Opción dentro del Término Inicial (según éste se define más adelante en la presente escritura). Si la compraventa de los INMUEBLES en virtud de la Opción se otorgare después del vencimiento del Término Inicial y dentro de cualquiera de los Términos Extendidos (según éstos se definen más adelante en la presente escritura), entonces el precio de compraventa de los INMUEBLES aumentará a la suma alzada de DIECISEIS MILLONES QUINIENTOS MIL DÓLARES ($16,500,000.00), de los cuales corresponderían OCHO MILLONES DOSCIENTOS CINCUENTA MIL DÓLARES ($8,250,000.00) al INMUEBLE UNO (1) y OCHO MILLONES DOSCIENTOS CINCUENTA MIL DÓLARES ($8,250,000.00) al INMUEBLE DOS (2).----------

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-----**3.2.** El precio de compraventa de los INMUEBLES se pagará en su totalidad al contado, simultáneamente con el otorgamiento de la escritura pública de compraventa mediante la cual la Compradora comprará los INMUEBLES en virtud de la Opción (en adelante la "Escritura de Compraventa"), mediante (i) cheque de gerente de un banco de Puerto Rico a la orden de Antonio, por un importe igual al cincuenta por ciento (50%) del precio de compraventa, y (ii) cheque de gerente a la orden de Margarita, por un importe

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igual al cincuenta por ciento (50%) del precio de compraventa.----------

-----3.3. Mediante la Escritura de Compraventa, la Compradora adquirirá título en pleno y absoluto dominio sobre los INMUEBLES y la posesión de los mismos, libres de cargas, gravámenes y ocupantes, como están, donde están, ("as are, where are").----------

-----3.4. Simultáneamente con el otorgamiento de la presente escritura y como consideración a la Opción, la Compradora ha pagado a los Vendedores mediante cheque de gerente de un banco de Puerto Rico la suma de NOVECIENTOS TREINTA MIL DÓLARES ($930,000.00), como depósito de buena fe, no reembolsable (en adelante el "Depósito Inicial"), del cual un cincuenta por ciento (50%), es decir, CUATROCIENTOS SESENTA Y CINCO MIL DÓLARES ($465,000.00), ha sido pagado a Antonio y corresponde al INMUEBLE UNO (1), y el otro cincuenta por ciento (50%), es decir, CUATROCIENTOS SESENTA Y CINCO MIL DÓLARES ($465,000.00), ha sido pagado a Margarita y corresponde al INMUEBLE DOS (2). Los Vendedores acusan en este acto recibo de dicho Depósito Inicial de parte de la Compradora y a la entera satisfacción de los Vendedores. Se entiende y aclara y ratifica que el Depósito Inicial de NOVECIENTOS TREINTA MIL DÓLARES ($930,000) no es reembolsable y que los Vendedores no tendrán que devolver los NOVECIENTOS TREINTA MIL DÓLARES ($930,000.00) de dicho Depósito Inicial, el cual se acreditará al precio de compraventa de los INMUEBLES al otorgarse la Escritura de Compraventa, o será perdido por la

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Compradora si la Escritura de Compraventa no se otorga (excepto si ésta no se otorgare por negarse a ello los Vendedores sin causa justificada, según se indica más adelante en la presente escritura).----------

-----**3.5.** La Opción se concede por un término de un (1) año y vence, por tanto, al primer aniversario del otorgamiento de la presente escritura (el "Término Inicial"). Dicho término podrá prorrogarse según se describe más adelante en la presente escritura. Solo se podrá inscribir en el Registro de la Propiedad esta escritura por el término inicial de un (1) año, los demás términos extendidos, de ser obtenidos por la Compradora conforme a esta escritura, se inscribirán individualmente solo por el año adicional de cada término extendido. Nunca podrá inscribirse en el Registro de la Propiedad ningún término inicial y/o extendido por más tiempo de un (1) año cada uno.----------

-----**3.6.** Si, antes del vencimiento del Término Inicial, la Compradora solicita por escrito a los Vendedores una extensión de un (1) año al vencimiento del mismo, y paga a los Vendedores un depósito adicional de buena fe, no reembolsable, de UN MILLÓN TRESCIENTOS VEINTE MIL DÓLARES ($1,320,000.00) (el "Primer Depósito Adicional") mediante cheque de gerente de un banco de Puerto Rico, entonces el vencimiento de la Opción se extenderá por un (1) año, hasta el segundo (2do.) aniversario del otorgamiento de la presente escritura (en adelante el "Primer Término Extendido). Si el pago de UN MILLÓN TRESCIENTOS VEINTE MIL DÓLARES ($1,320,000.00) del Primer Depósito Adicional no se realizare antes del vencimiento del Término

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Inicial, la Opción del Primer Término Extendido no entrará en vigor y no será válida. De dicho Primer Depósito Adicional de UN MILLÓN TRESCIENTOS VEINTE MIL DÓLARES ($1,320,000.00), correspondería un cincuenta por ciento (50%), es decir SEISCIENTOS SESENTA MIL DÓLARES ($660,000.00), al INMUEBLE UNO (1) y a Antonio y el otro cincuenta por ciento (50%), es decir, SEISCIENTOS SESENTA MIL DÓLARES ($660,000.00), al INMUEBLE DOS (2) y a Margarita. Se entiende y aclara y ratifica que el Primer Depósito Adicional de UN MILLÓN TRESCIENTOS VEINTE MIL DÓLARES ($1,320,000), una vez entregado a los Vendedores por la Compradora, no será reembolsable y que los Vendedores no tendrán que devolver el UN MILLÓN TRESCIENTOS VEINTE MIL DÓLARES ($1,320,000.00) del Primer Depósito Inicial, el cual se acreditará al precio de compraventa de los INMUEBLES al otorgarse la Escritura de Compraventa, o será perdido por la Compradora si la Escritura de Compraventa no se otorga (excepto si ésta no se otorgare por negarse a ello los Vendedores sin causa justificada, según se indica más adelante en la presente escritura).----------

-----3.7. Si, antes del vencimiento del Primer Término Extendido, la Compradora solicita por escrito a los Vendedores una extensión de otro año adicional al vencimiento del mismo y paga a los Vendedores un depósito adicional de buena fe, no reembolsable, de UN MILLÓN CUATROCIENTOS OCHENTA Y CINCO MIL DÓLARES ($1,485,000.00) (el "Segundo Depósito Adicional") mediante cheque de gerente de un banco de Puerto Rico, entonces el

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vencimiento de la Opción se extenderá por otro año adicional, hasta el tercer (3er.) aniversario del otorgamiento de la presente escritura (en adelante el "Segundo Término Extendido"). Si el pago de UN MILLÓN CUATROCIENTOS OCHENTA Y CINCO MIL DÓLARES ($1,485,000.00) del Segundo Depósito Adicional no se realizare antes del vencimiento del Primer Término Extendido la opción del Segundo Término Extendido no entrará en vigor y no será válida. De dicho Segundo Depósito Adicional de UN MILLÓN CUATROCIENTOS OCHENTA Y CINCO MIL DÓLARES ($1,485,000.00), corresponderá un cincuenta por ciento (50%), es decir, SETECIENTOS CUARENTA Y DOS MIL QUINIENTOS DÓLARES ($742,500.00), al INMUEBLE UNO (1) y Antonio y el otro cincuenta por ciento (50%), es decir, SETECIENTOS CUARENTA Y DOS MIL QUINIENTOS DOLARES ($742,500.00), al INMUEBLE DOS (2) y Margarita. Se entiende y se aclara y ratifica que el Segundo Depósito Adicional de UN MILLÓN CUATROCIENTOS OCHENTA Y CINCO MIL DÓLARES ($1,485,000), una vez entregado a los Vendedores por la Compradora, no será reembolsable y los Vendedores no tendrán que devolver el UN MILLÓN CUATROCIENTOS OCHENTA Y CINCO MIL DÓLARES ($1,485,000.00) del Segundo Depósito Adicional, el cual se acreditará al precio de compraventa de los INMUEBLES al otorgarse la Escritura de Compraventa, o será perdido por la Compradora si la Escritura de Compraventa no se otorga (excepto si ésta no se otorgare por negarse a ello los Vendedores sin causa justificada, según se indica más adelante en la presente

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escritura).----------

-----**3.8.** El Término Inicial, unido al Primer Término Extendido, si éste se produjere y al Segundo Término Extendido, si este se produjere, será llamado el Término en adelante en la presente escritura. El Primer Término Extendido y el Segundo Término Extendido son llamados en conjunto los "Términos Extendidos" en la presente escritura.----------

-----**3.9.** Todos los depósitos de buena fe entregados por la Compradora a los Vendedores con anterioridad al otorgamiento de la Escritura de Compraventa se acreditarán al precio de compraventa de los INMUEBLES, de la Compradora decidir comprar. De la Compradora decidir no comprar los INMUEBLES por la razón que sea (por cualquier razón), la Compradora perderá todos los depósitos previamente pagados a favor de la Vendedora. De otorgarse la compraventa de los INMUEBLES, todos los depósitos de buena fe se acreditarán al precio de compraventa simultáneamente con el otorgamiento de la Escritura de Compraventa, a razón de un cincuenta por ciento (50%) aplicable al INMUEBLE UNO (1) y Antonio y un cincuenta por ciento (50%) aplicable al INMUEBLE DOS (2) y Margarita.-----

-----**3.10.** Si la Compradora no compra los INMUEBLES a tenor con los términos de esta Opción por cualquier razón (arrepentimiento, cambio de planes de negocio, información obtenida en estudios a la propiedad y/o estudios y/o investigaciones de cualquier índole, o por cualquier otra razón pensable o impensable), excepto que los Vendedores se negaran a otorgar la Escritura de Compraventa sin razón

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justificada, los Compradores perderán todos los depósito de buena fe que para entonces hubieren pagado a los Vendedores y éstos pasarán a ser propiedad de los Vendedores según lo establecido en esta Opción. Específicamente se aclara y establece que, una vez pagado a los Vendedores el depósito de buena fe de cada término (Termino Inicial, Primer Término Extendido y Segundo Término Extendido), los depósitos de buena fe serán propiedad de los Vendedores y solo tendrán que devolverlos si se negaren a firmar la Escritura de Compraventa sin razón justificada de acuerdo a lo establecido en esta Opción. Si los Vendedores se negaren a otorgar la Escritura de Compraventa sin razón justificada para ello y de acuerdo a los términos de esta Opción, los Vendedores vendrán obligados a devolver a la Compradora todos los depósitos previamente entregados por la Compradora a los Vendedores, así como a responder por los daños y perjuicios que dicha negativa le causare a la Compradora.----------

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-----**3.11.** Las contribuciones sobre la propiedad inmueble correspondientes a los INMUEBLES y cualquier contribución especial relacionada con los INMUEBLES serán por cuenta y cargo de los Vendedores hasta la víspera del otorgamiento de la Escritura de Compraventa y por cuenta y cargo de la Compradora a partir del día del otorgamiento de la Escritura de Compraventa, inclusive.----------

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-----**3.12.** Esta escritura de opción de compra y la Escritura de Compraventa se otorgarán ante un notario público seleccionado por la Compradora. Los sellos, derechos de inscripción, comprobantes y honorarios notariales del original

y la primera copia certificada de la Escritura de Compraventa y del original y de la primera copia certificada de la presente escritura de opción de compra serán por cuenta y cargo de la Compradora. Todos los gastos, honorarios, escrituras, copias certificadas, derechos, sellos, comprobantes y cualquier otro estudio o servicio que pagar y realizar para la otorgación de la presente escritura de opción y de la Escritura de Compraventa serán pagados y sufragados por la Compradora.----------

-----**3.13.** Si, para que los INMUEBLES se vendan libres de cargas y gravámenes, hubiere que otorgar alguna(s) escritura(s) de cancelación, la(s) misma(s) será(n) ante un notario seleccionado por la Compradora. Los sellos, derechos de inscripción, comprobantes y honorarios notariales del original y la primera copia certificada de la(s) escritura(s) de cancelación, si alguna, serán por cuenta y cargo de los Vendedores.----------

-----**3.14.** Durante el Término de la Opción, los Vendedores mantendrán la posesión de los INMUEBLES como al presente.----------

-----**3.15.** La presente escritura, la Escritura de Compraventa y la(s) escritura(s) de cancelación, si alguna, serán interpretadas según las leyes de Puerto Rico y gobernadas por las mismas.----------

-----**3.16.** Las partes comparecientes se someten a la jurisdicción exclusiva del Tribunal General de Justicia del Estado Libre Asociado de Puerto Rico en caso de cualquier litigio que surja en virtud de la presente escritura pública, la Opción, la compraventa de los INMUEBLES y/o cualquier

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tema relacionado a los mismos.----------

-----**3.17.** Todas las notificaciones a las partes en virtud de la presente escritura y /o acerca de las transacciones objeto de la misma se enviarán por correo certificado con acuse de recibo y franqueo pre-pagado, con copias por correo electrónico, a las siguientes respectivas direcciones de las partes:----------

------A Antonio:----------
------Antonio Juan Bartolomé Fas Alzamora----------
------PO Box 1098 y PO Box 947----------
------Cabo Rojo, PR 00623----------
------Correo electrónico: antoniofaspacheco@gmail.com y antoniofas@hotmail.com

------A Margarita:----------
------Margarita De Lourdes Fas Alzamora----------
------ PO Box 1098----------
------Cabo Rojo, Puerto Rico----------
------Correo electrónico: antoniofaspacheco@gmail.com y antoniofas@hotmail.com----------

------A la Compradora:----------
------PR INVESTCO LLC----------
-------733 Third Avenue----------
-------New York, NY 10017----------
------Atención: Eileen Sawyer----------
------Correo electrónico: roberto.ruiz@ccgc.com.do----------

------Al Corredor:----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920----------
------Atención: José Enrique Pérez Cruz----------
------Correo electrónico: passportre@gmail.com----------

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-----**3.18.** Los Vendedores representan que, según su más leal saber y entender, los INMUEBLES no han sido usados como vertedero, basurero o depósito de sustancias tóxicas , peligrosas o contaminantes y en los mismos no existen sustancias tóxicas, peligrosas, contaminadas o contaminantes.----------

-----**3.19.** Las partes comparecientes reconocen que el Corredor, es decir, el señor José Enrique Pérez Cruz, ha

actuado como corredor de bienes raíces de la parte compradora en la transacción objeto de la presente escritura y que recibirá por sus servicios una comisión de corretaje equivalente al cinco por ciento (5%) del precio de compraventa de los INMUEBLES, simultáneamente con el otorgamiento de la Escritura de Compraventa, así como que dicha comisión será pagada por la Compradora en su totalidad. El Corredor representa que está autorizado por ley para fungir como corredor en la transacción y que tiene licencia válida de Puerto Rico para ello, con el número diez mil cuatrocientos setenta y ocho (10,478). El Corredor reconoce que no tendrá derecho a comisión o compensación alguna si no se efectúa la compraventa de los INMUEBLES en virtud de la presente Opción. Los Vendedores no tienen ninguna relación contractual y/o obligación de pago alguno con el señor José Enrique Pérez Cruz. ----------

-----3.20. En caso de que alguna parte o sección de esta escritura fuere declarado nulo o inválido en virtud de cualquier orden, resolución, sentencia o instrumento similar final y firme de alguna corte o tribunal con jurisdicción y competencia, entonces el resto del presente documento permanecerá en pleno vigor y efecto.----------

-----3.21. Durante el Término de esta Opción y mientras esta Opción esté vigente, la Compradora no está autorizada a hacer construcción, mejora o modificación alguna a los INMUEBLES. Sin embargo, durante el Término, y previa notificación, la Compradora y sus empleados, agentes, contratistas y/o mandatarios quedan autorizados para entrar a los INMUEBLES para hacer estudios, investigaciones y

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evaluaciones tales como, por ejemplo, mensuras, deslindes, topografías, pruebas de subsuelo, estudios de flora y fauna, estudios hidrológicos e hidráulicos y tasaciones, entre otros, durante horas laborables, en días laborables. Toda persona que entre a los INMUEBLES en virtud de esta autorización será responsable de los daños que allí sufriere o causare. Todo empleado que entre a los INMUEBLES en virtud de la presente autorización debe estar asegurado mediante una póliza en vigor del Fondo del Seguro del Estado y, si aplicare del Seguro Choferil. El pago de las primas de dichas pólizas será por cuenta y cargo de la Compradora. Además, la Compradora adquirirá, a su costo, una póliza de responsabilidad pública que cubra daños personales o a la propiedad causados o sufridos en los INMUEBLES, por un importe mínimo de cubierta de UN MILLÓN DE DÓLARES ($1,000,000) por ocurrencia. En dicha póliza, cuyas primas serán por cuenta y cargo de la Compradora, aparecerán la Compradora y los Vendedores como co-asegurados. Si los INMUEBLES no fueren comprados por la Compradora en virtud de la Opción, entonces, al vencimiento del Término, todos los estudios, evaluaciones, planos, especificaciones e informes acerca de los INMUEBLES preparados durante el Término pasarán a ser propiedad de los Vendedores, sin costo alguno para los Vendedores. Si la Compradora incumpliere con esta cláusula y/o con cualquiera otra cláusula de esta escritura, le responderá en daños y perjuicios a los Vendedores y los Vendedores a su discreción podrán dar por terminado los acuerdos pactados en esta Opción y la Compradora perderá todos los depósitos que

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hubiere para entonces entregado a los Vendedores, además de tener que salir inmediatamente de los INMUEBLES.----------**3.22.** Las partes comparecientes reconocen y acuerdan que, durante el Término, la Compradora no podrá solicitar permisos, aprobaciones, endosos para proyecto(s) y/o ante proyectos, consultas de ubicación, consultas en general, créditos contributivos, ni nada similar relacionado a posibles desarrollos sobre la propiedad al Gobierno de Puerto Rico, ni sus Agencias y/o dependencias, ni a los Municipios, ni al Gobierno Federal, ni sus Agencias y/o Dependencias sobre los INMUEBLES objeto de esta opción. No se podrá solicitar ni radicar ningún tipo de documento relacionado a lo anteriormente prohibido. Solamente, se podrá solicitar algo de lo no autorizado en este inciso con el previo consentimiento por escrito de los Vendedores y ninguna de dichas solicitudes o procesos ante los gobiernos municipales, estatales y federales podrá hacerse sin dicho previo consentimiento por escrito de los Vendedores. Si, en o antes del vencimiento del Término, la Compradora no comprare los INMUEBLES, todos los permisos, aprobaciones y endosos que para entonces hubieren conseguido la Compradora para los INMUEBLES, previo el consentimiento de los vendedores, si alguno, pasarán a ser propiedad de los Vendedores, sin costo alguno para los Vendedores.---------- Los Vendedores no estarán obligados a aprobar las solicitudes que realice la Compradora para autorizar todo lo prohibido en este inciso, ni tampoco los Vendedores incumplirán esta escritura de opción a compra por denegar la petición de la Compradora. La autorización escrita requerida

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de los Vendedores está a su discreción y a su mera liberalidad.----------

-----3.23. Si la Compradora no comprare los INMUEBLES en virtud de la Opción, la Compradora será responsable, a su costo, de que el Registro de la Propiedad libere a los INMUEBLES del gravamen de la presente Opción.----------

---CUARTO: Las partes comparecientes solicitan respetuosamente al Honorable Registrador de la Propiedad de San Germán, Puerto Rico, que inscriba la presente escritura en los libros a su digno cargo por el término de un (1) año a partir de la firma de la misma. Si se ejerciere(n) alguno(s) de los dos (2) posibles términos extendidos, se inscribirá la presente escritura en el Registro de la Propiedad solamente durante el año que correspondiere al periodo del término extendido.----------

----------ACEPTACION Y ADVERTENCIAS----------

---Tal es la escritura que aceptan las partes comparecientes, ratificándola en todas sus partes por hallarla conforme a sus instrucciones y deseos, procediendo yo, la Notaria, a hacerles las advertencias y reservas pertinentes en ley, en particular las siguientes:----------

-----(a) De la posibilidad de que otros documentos que afecten los derechos aquí creados hayan sido presentados para su inscripción con anterioridad al otorgamiento y/o presentación de la copia certificada de esta escritura en el Registro de la Propiedad de Puerto Rico y de la preferencia y/o prioridad que dicho título, gravamen interventor y/o derecho pueda tener sobre la inscripción de esta escritura.----

-----(b) Los estudios de título utilizados para preparar esta

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escritura fueron preparados por Capital Title Serivces, Inc., una entidad a tales menesteres, no por la Notaria Pública suscribiente; y las partes comparecientes reconocen que la Notaria autorizante les ha explicado el alcance y significado de lo que éstos expresan y manifiestan que, a su mejor conocimiento, dichos estudios reflejan la realidad sobre la titularidad y cargas de los INMUEBLES, a la fecha de dichos estudios. El estudio de título del INMUEBLE UNO (1) tiene fecha de treinta y uno (31) de agosto de dos mil veintidós (2022). El estudio de título del INMUEBLE DOS (2) tiene fecha de ocho (8) de septiembre de dos mil veintidós (2022).----

-----(c) Los estudios de título no son un seguro de título y reflejan sólo la realidad registral de los INMUEBLES a la fecha de los estudios; y por más reciente que sean, no cierran el Registro de la Propiedad ni excluyen la posibilidad de que otros documentos que afecten los derechos aquí creados hayan sido presentados para su inscripción antes del otorgamiento y/o presentación de la copia certificada de esta escritura y la preferencia y/o prioridad que dicho título gravamen interventor y/o derecho pueda tener sobre la inscripción de esta escritura.----------

-----(d) De la posibilidad de que existan gravámenes estatutarios adicionales no registrados y contribuciones sobre la propiedad que graven los INMUEBLES, ante lo cual las partes comparecientes reiteran haber obtenido y examinado las correspondientes certificaciones sobre el INMUEBLE UNO (1) y sobre el INMUEBLE DOS (2), expedidas por el Centro de Recaudación de Ingresos Municipales ("CRIM"); y reiteran además haber obtenido y examinado certificaciones

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sobre los INMUEBLES expedidas por el Departamento de Hacienda, de las cuales se desprende el estado contributivo de los INMUEBLES relacionado a la contribución especial sobre la propiedad inmueble a la fecha del otorgamiento de la presente escritura.----------

---Así lo dicen y otorgan ante mí las partes comparecientes, habiendo renunciado al derecho de requerir la presencia de testigos, del que les advertí.----------

---LEÍDA la presente escritura por las partes comparecientes, en uso del derecho que les advertí tenían, la encuentran de su conformidad, se ratifican en su contenido y firman al final de la misma, procediendo a estampar, además, sus iniciales al margen de todos los folios de este original.----------

---De todo lo cual Yo, la Notaria autorizante, DOY FE.----------

A.J.B.F.A.

M.L.F.A.

6.D.F.R.

Antonio J. Fas Alzamora

Margarita de Lourdes Fas Alzamora

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jorge.morales@mbcdlaw.com

CERTIFIED COPY OF DEED NUMBER EIGHTEEN (18)

PURCHASE AND SALE

EXECUTED IN SAN JUAN, PUERTO RICO
ON MAY 10, 2024

BEFORE:

JORGE ANTONIO MORALES CORDERO

BY:

FIDEICOMISO I.V.G.

("SELLER")

AND

CABO ROJO LAND ACQUISITION LLC

("BUYER")

----------**DEED NUMBER EIGHTEEN (18)** ----------

----------**PURCHASE AND SALE** ----------

---In San Juan, Puerto Rico, on this (10th) day of May, two thousand twenty-four (2024) ----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with offices and residence in San Juan, Puerto Rico,----------

----------**APPEAR** ----------

---AS THE PARTY OF THE FIRST PART: **FIDEICOMISO I.V.G.**, a trust organized and existing under the laws of the Commonwealth of Puerto Rico, constituted pursuant to Deed Number Thirty-Four (34), executed in Mayagüez, Puerto Rico, on August eighteen (18), two thousand nine (2009), before Notary Luis Roberto Santos (hereinafter, "Seller"), represented herein by its trustee, PEMARIS GONZÁLEZ SUÁREZ, of legal age, single, property owner and resident of Cabo Rojo, Puerto Rico (hereinafter, the "Trustee"); ----------

--- I, the Notary, hereby CERTIFY that I have reviewed a certified copy of the Deed of Trust and that, in my opinion, it grants the Trustee sufficient legal power and authority to execute this Deed on behalf of Seller. ----------

---AS THE PARTY OF THE SECOND PART: **ILLIANEDMARIS VEGA GONZÁLEZ,** of legal age, single, property owner and resident of Barceloneta, Puerto Rico, who appears herein as the sole beneficiary of IVG Trust (hereinafter, the "Beneficiary"), in order to ratify the sale and financing transaction contemplated in the present deed and state her unreserved consent thereto, if any such consent is deemed necessary. -----

---AS THE PARTY OF THE THIRD PART: **CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "Buyer"), a limited liability company organized, existing and in good standing under the laws

of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, GLADYS OMAYRA FONTÁNEZ REYES, who is of legal age, single, attorney at law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this Deed arises from a Certificate of Resolution of Buyer signed by Eileen Sawyer, as Manager of Buyer, on May two (2), two thousand twenty-four (2024), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engines of the Department of State and the Office of Information Technology Services of the State of New York. I further certify that I have examined the aforesaid Certificate of Resolution of Buyer and that it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law, to authorize Ms. Fontánez Reyes to appear herein on behalf of Buyer. ---I, the Notary, do hereby CERTIFY that I personally know the appearing parties, and I further certify, from their statements, as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily----------

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----------**STATE AND AGREE**----------

---**FIRST:** Seller is the owner in fee simple title ("*pleno dominio*"), and has the possession of the parcels of land described in the Spanish language as follows (hereinafter jointly referred to as, the "Property"): ----------

----------**PARCEL ONE**----------

---*"RÚSTICA: Parcela marcada con el número treinta y cinco (35) del Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de diecinueve mil seiscientos cincuenta y nueve punto veinticinco metro cuadrados (19,659.25 m.c.), equivalentes a cinco punto cero cero diecinueve (5.0019) cuerdas. En lindes, por el NORTE, con su camino de acceso de once (11.00) metros de ancho el cual lo separa de la parcela doce (12) de Monte Carlo Development Corporation y de la parcela cuarenta y siete (47) de Ricardo E. Carlo Díaz; por el SUR, con Carmen Cecilia Fas; por el ESTE, con la parcela número cincuenta y dos (52) de Monte Carlo Development Corporation; y por el OESTE, con la parcela número treinta y seis (36) de Carlos J. Meléndez, antes Monte Carlo Development Corporation."* ----------

---Parcel One is recorded at page 271 of volume 509 of Cabo Rojo, Section of San Germán of the Registry of Property of Puerto Rico (the "Registry"), Property Number 18,787. ----------

---The tax identification number ("*número de catastro*") assigned to Parcel One by the Municipal Revenues Collection Center ("CRIM") is 402-029-327-57-000. ----------

---Parcel One was acquired by Seller pursuant to Deed Number Thirty-Four (34), executed in Mayagüez, Puerto Rico, on August eighteen (18), two thousand nine (2009) before Notary Luis Roberto Santos Montalvo (hereinafter, the "Deed of Trust"), filed and pending recordation at the Registry under entry 2022-151613-SG01. ----------

----------LIENS AND ENCUMBRANCES OF PARCEL ONE ----------

---By its origin, Parcel One is free of liens and encumbrances. ----------

---By itself, Parcel One is subject to: ----------

----(A) Restrictive Conditions constituted pursuant to Deed Number One Hundred Thirty-Three (133), executed in Mayagüez, Puerto Rico, on November twenty (20) two thousand three (2003), before Notary Luis Roberto Santos, recorded at page 136 of volume 841 of Cabo Rojo, third (3rd) inscription (hereinafter, the "Permitted Encumbrance"). ----------

----(B) Mortgage to guarantee a promissory note payable to the order of the bearer, in the principal sum of One Million Five Hundred Seventy-One Thousand Four Hundred Twenty-Eight Dollars and fifty-four cents ($1,571,428.54), of which One Hundred Forty-Two Thousand Eight Hundred Fifty-Seven Dollars and fourteen cents ($142,857.14) are allocated to Parcel One, with no interest, payable on demand, constituted under Deed Number Fifty-Nine (59) executed in Mayagüez, Puerto Rico, on April six (6) two thousand four (2004), before Notary Luis Roberto Santos, recorded at page 136 of volume 841 of Cabo Rojo, fifth (5th) inscription. ----------

---The foregoing mortgage has been cancelled as to Parcel One, pursuant

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to Deed Number Twenty-Two (22), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol Thompson on May ten (10), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ----------

----(C) Mortgage to guarantee a promissory note payable to Pemaris González Suárez and Fernando Alberto Diez Antongiorgi, or their order, in the principal sum of One Million Eight Hundred Thousand Dollars ($1,800,000), of which One Hundred Thousand Dollars ($100,000) are allocated to Parcel One, with no interest and maturing in five (5) years from the date of issuance thereof, constituted under Deed Number Thirty-Five (35), executed in Mayagüez, Puerto Rico, on August eighteen (18) two thousand nine (2009), before Notary Luis Roberto Santos, filed and pending recordation at the Registry under entry 2022-151623-SG01. ------

---The foregoing mortgage lien has been cancelled as to Parcel One, pursuant to Deed Number Twenty-One (21), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol-Thompson on April twenty-three (23), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ------

----------**PARCEL TWO**----------

---*"RÚSTICA: Parcela número cuarenta y cinco (45), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida de cinco cuerdas (5.0000 cdas.) equivalentes a una (1) hectárea, noventa y seis (96) áreas, y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número cuarenta y cuatro (44) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela; por el SUR, con la parcela número cuarenta y seis (46) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela; por el ESTE, con la parcela número ciento diez (110) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela; y por el OESTE, con la parcela número ocho (8) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela."* ----------

---Parcel Two is recorded at the Registry at page 7 of volume 510 of Cabo Rojo, Property Number 18,793. ----------

---The tax identification number ("*número de catastro*") assigned to Parcel Two by the Municipal Revenues Collection Center ("CRIM") is

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402-009-327-86-000. ----------

---Parcel Two was acquired by Seller pursuant to the Deed of Trust.-------

----------LIENS AND ENCUMBRANCES OF PARCEL TWO ----------

---By its origin, Parcel Two is free of liens and encumbrances. ----------

---By itself, Parcel Two is subject to: ----------

----(A) The Permitted Encumbrance, constituted as stated above, recorded as to Parcel Two, at page 175 of volume 841 of Cabo Rojo, third (3rd) inscription. ----------

----(B) Mortgage to guarantee a promissory note payable to the order of the bearer, in the principal sum of One Million Five Hundred Seventy-One Thousand Four Hundred Twenty-Eight Dollars and fifty-four cents ($1,571,428.54), of which One Hundred Forty-Two Thousand Eight Hundred Fifty-Seven Dollars and fourteen cents ($142,857.14) are allocated to Parcel Two, with no interest, payable on demand, constituted under Deed Number Fifty-Nine (59) executed in Mayagüez, Puerto Rico, on April six (6) two thousand four (2004), before Notary Luis Roberto Santos, recorded at page 175 of volume 841 of Cabo Rojo, fifth (5th) inscription. ----------

---The foregoing mortgage has been cancelled as to Parcel Two, pursuant to Deed Number Twenty-Two (22), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol Thompson on May ten (10), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ----------

----(C) Mortgage to guarantee a promissory note payable to Pemaris González Suárez and Fernando Alberto Diez Antongiorgi, or their order, in the principal sum of One Million Eight Hundred Thousand Dollars ($1,800,000), of which Two Hundred Thousand Dollars ($200,000) are allocated to Parcel Two, with no interest and maturing in five (5) years from the date of issuance thereof, constituted under Deed Number Thirty-Five (35), executed in Mayagüez, Puerto Rico, on August eighteen (18)

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two thousand nine (2009), before Notary Luis Roberto Santos, filed and pending recordation at the Registry under entry 2022-151623-SG01.------

---The foregoing mortgage lien has been cancelled as to Parcel Two, pursuant to Deed Number Twenty-One (21), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol-Thompson on April twenty-three (23), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ------

----------**PARCEL THREE**----------

---*"RÚSTICA: Parcela número cuarenta y seis (46) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas y en lindes, por el NORTE, con la parcela número cuarenta y cinco (45) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela; por el SUR, con la parcela número cuarenta y siete (47) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela; por el ESTE, con la parcela número ciento once (111) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela; y por el OESTE, con la parcela número ocho (8) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela."*----------

---Parcel Three is recorded at the Registry at page 13 of volume 510 of Cabo Rojo, Property Number 18,794. ----------

---The tax identification number ("*número de catastro*") assigned to Parcel Three by the Municipal Revenues Collection Center ("CRIM") is 402-019-327-89-000.----------

---Parcel Three was acquired by Seller pursuant to the Deed of Trust. -----

----------LIENS AND ENCUMBRANCES OF PARCEL THREE---------

---By its origin, Parcel Three is free of liens and encumbrances.----------

---By itself, Parcel Three is subject to: ----------

----(A) The Permitted Encumbrance, constituted as stated above, recorded as to Parcel Three, at page 178 of volume 841 of Cabo Rojo, third (3rd) inscription. ----------

----(B) Mortgage to guarantee a promissory note payable to the order of the bearer, in the principal sum of One Million Five Hundred Seventy-One Thousand Four Hundred Twenty-Eight Dollars and fifty-four cents

($1,571,428.54), of which One Hundred Forty-Two Thousand Eight Hundred Fifty-Seven Dollars and fourteen cents ($142,857.14) are allocated to Parcel Three, with no interest, payable on demand, constituted under Deed Number Fifty-Nine (59) executed in Mayagüez, Puerto Rico, on April six (6) two thousand four (2004), before Notary Luis Roberto Santos, recorded at page 178 of volume 841 of Cabo Rojo, fifth (5th) inscription. ----------

---The foregoing mortgage has been cancelled as to Parcel Three, pursuant to Deed Number Twenty-Two (22), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol Thompson on May ten (10), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ----------

----(C) Mortgage to guarantee a promissory note payable to Pemaris González Suárez and Fernando Alberto Diez Antongiorgi, or their order, in the principal sum of One Million Eight Hundred Thousand Dollars ($1,800,000), of which Two Hundred Thousand Dollars ($200,000) are allocated to Parcel Three, with no interest and maturing in five (5) years from the date of issuance thereof, constituted under Deed Number Thirty-Five (35), executed in Mayagüez, Puerto Rico, on August eighteen (18) two thousand nine (2009), before Notary Luis Roberto Santos, filed and pending recordation at the Registry under entry 2022-151623-SG01.------

---The foregoing mortgage lien has been released as to Parcel Three, pursuant to Deed Number Twenty-One (21), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol-Thompson on April twenty-three (23), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ------

----------**PARCEL FOUR**----------

---*"RÚSTICA: Parcela número ciento cuatro (104), radicada en el Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida de cinco cuerdas (5.0000 cdas.) equivalentes a una (1) hectárea, noventa y seis (96) áreas, y sesenta (60) centiáreas. En lindes, por el NORTE, con las parcelas número ciento doce (112) y ciento trece (113) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco*

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(5.00) metros pertenecen a esta parcela; por el SUR, con la parcela número ciento nueve (109) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela; por el ESTE, con la sucesión Morales Díaz; y por el OESTE, con la parcela número cuarenta y tres (43) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela."----------

---Parcel Four is recorded at page 277 of volume 510 of Cabo Rojo, Section of San Germán of the Registry of Property of Puerto Rico (the "Registry"), Property Number 18,838. ----------

---The tax identification number ("*número de catastro*") assigned to Parcel Four by the Municipal Revenues Collection Center ("CRIM") is 402-009-327-82-000.----------

---Parcel Four was acquired by Seller pursuant to the Deed of Trust. ------

----------LIENS AND ENCUMBRANCES OF PARCEL FOUR ----------

---By its origin, Parcel Four is free of liens and encumbrances. ----------

---By itself, Parcel Four is subject to:----------

----(A) The Permitted Encumbrance, constituted as stated above, recorded as to Parcel Four, at page 124 of volume 843 of Cabo Rojo, third (3rd) inscription. ----------

----(B) Mortgage to guarantee a promissory note payable to the order of the bearer, in the principal sum of One Million Five Hundred Seventy-One Thousand Four Hundred Twenty-Eight Dollars and fifty-four cents ($1,571,428.54), of which One Hundred Forty-Two Thousand Eight Hundred Fifty-Seven Dollars and fourteen cents ($142,857.14) are allocated to Parcel Four, with no interest, payable on demand, constituted under Deed Number Fifty-Nine (59) executed in Mayagüez, Puerto Rico, on April six (6) two thousand four (2004), before Notary Luis Roberto Santos, recorded at page 124 of volume 843 of Cabo Rojo, fifth (5th) inscription. ----------

---The foregoing mortgage has been cancelled as to Parcel Four, pursuant to Deed Number Twenty-Two (22), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol Thompson on May ten

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(10), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ----------

----(C) Mortgage to guarantee a promissory note payable to Pemaris González Suárez and Fernando Alberto Diez Antongiorgi, or their order, in the principal sum of One Million Eight Hundred Thousand Dollars ($1,800,000), of which Two Hundred Thousand Dollars ($200,000) are allocated to Parcel Four, with no interest and maturing in five (5) years from the date of issuance thereof, constituted under Deed Number Thirty-Five (35), executed in Mayagüez, Puerto Rico, on August eighteen (18) two thousand nine (2009), before Notary Luis Roberto Santos, filed and pending recordation at the Registry under entry 2022-151623-SG01. ------

---The foregoing mortgage lien has been cancelled as to Parcel Four, pursuant to Deed Number Twenty-One (21), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol-Thompson on April twenty-three (23), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ------

----------**PARCEL FIVE** ----------

---*"RÚSTICA: Parcela número ciento diez (110), radicada en el Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida de cinco cuerdas (5.0000 cdas.) equivalentes a una (1) hectárea, noventa y seis (96) áreas, y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número ciento nueve (109) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela; por el SUR, con la parcela número ciento once (111) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela; por el ESTE, con la sucesión Morales Díaz; y por el OESTE, con la parcela número cuarenta y cinco (45) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela."* ----------

---Parcel Five is recorded at the Registry at page 13 of volume 511 of Cabo Rojo, Property Number 18,844. ----------

---The tax identification number ("*número de catastro*") assigned to Parcel Five by the Municipal Revenues Collection Center ("CRIM") is 402-009-327-87-000. ----------

---Parcel Five was acquired by Seller pursuant to the Deed of Trust. -------

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----------LIENS AND ENCUMBRANCES OF PARCEL FIVE----------

---By its origin, Parcel Five is free of liens and encumbrances. ----------

---By itself, Parcel Five is subject to: ----------

----(A) The Permitted Encumbrance, constituted as stated above, recorded as to Parcel Five, at page 139 of volume 843 of Cabo Rojo, third (3rd) inscription. ----------

----(B) Mortgage to guarantee a promissory note payable to the order of the bearer, in the principal sum of One Million Five Hundred Seventy-One Thousand Four Hundred Twenty-Eight Dollars and fifty-four cents ($1,571,428.54), of which One Hundred Forty-Two Thousand Eight Hundred Fifty-Seven Dollars and fourteen cents ($142,857.14) are allocated to Parcel Five, with no interest, payable on demand, constituted under Deed Number Fifty-Nine (59) executed in Mayagüez, Puerto Rico, on April six (6) two thousand four (2004), before Notary Luis Roberto Santos, recorded at page 139 of volume 843 of Cabo Rojo, fifth (5th) inscription. ----------

---The foregoing mortgage has been cancelled as to Parcel Five, pursuant to Deed Number Twenty-Two (22), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol Thompson on May ten (10), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ----------

----(C) Mortgage to guarantee a promissory note payable to Pemaris González Suárez and Fernando Alberto Diez Antongiorgi, or their order, in the principal sum of One Million Eight Hundred Thousand Dollars ($1,800,000), of which Two Hundred Thousand Dollars ($200,000) are allocated to Parcel Five, with no interest and maturing in five (5) years from the date of issuance thereof, constituted under Deed Number Thirty-Five (35), executed in Mayagüez, Puerto Rico, on August eighteen (18) two thousand nine (2009), before Notary Luis Roberto Santos, filed and pending recordation at the Registry under entry 2022-151623-SG01.------

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---The foregoing mortgage lien has been cancelled as to Parcel Five, pursuant to Deed Number Twenty-One (21), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol-Thompson on April twenty-three (23), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ------

----------**PARCEL SIX** ----------

---*"RÚSTICA: Parcela número ciento once (111), radicada en el Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida de cinco cuerdas (5.0000 cdas.) equivalentes a una (1) hectárea, noventa y seis (96) áreas, y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número ciento diez (110) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela; por el SUR, con la parcela número cincuenta y ocho (58) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela; por el ESTE, con la sucesión Morales Díaz; y por el OESTE, con la parcela número cuarenta y seis (46) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela."* -----

---Parcel Six is recorded at the Registry at page 19 of volume 511 of Cabo Rojo, Property Number 18,845. ----------

---The tax identification number ("*número de catastro*") assigned to Parcel Six by the Municipal Revenues Collection Center ("CRIM") is 402-019-327-88-000.----------

---Parcel Six was acquired by Seller pursuant to the Deed of Trust. --------

----------LIENS AND ENCUMBRANCES OF PARCEL SIX ----------

---By its origin, Parcel Six is free of liens and encumbrances.----------

---By itself, Parcel Six is subject to: ----------

----(A) Mortgage to guarantee a promissory note payable to the order of the bearer, in the principal sum of One Million Five Hundred Seventy-One Thousand Four Hundred Twenty-Eight Dollars and fifty-four cents ($1,571,428.54), of which One Hundred Forty-Two Thousand Eight Hundred Fifty-Seven Dollars and fourteen cents ($142,857.14) are allocated to Parcel Six, with no interest, payable on demand, constituted under Deed Number Fifty-Nine (59) executed in Mayagüez, Puerto Rico, on April six (6) two thousand four (2004), before Notary Luis Roberto Santos, recorded at page 1 of volume 857 of Cabo Rojo, fourth (4th)

inscription. ----------

---The foregoing mortgage has been cancelled as to Parcel Six, pursuant to Deed Number Twenty-Two (22), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol Thompson on May ten (10), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ----------

----(B) Mortgage to guarantee a promissory note payable to Pemaris González Suárez and Fernando Alberto Diez Antongiorgi, or their order, in the principal sum of One Million Eight Hundred Thousand Dollars ($1,800,000), of which Two Hundred Thousand Dollars ($200,000) are allocated to Parcel Six, with no interest and maturing in five (5) years from the date of issuance thereof, constituted under Deed Number Thirty-Five (35), executed in Mayagüez, Puerto Rico, on August eighteen (18) two thousand nine (2009), before Notary Luis Roberto Santos, filed and pending recordation at the Registry under entry 2022-151623-SG01. ------

---The foregoing mortgage lien has been cancelled as to Parcel Six, pursuant to Deed Number Twenty-One (21), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol-Thompson on April twenty-three (23), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ------

---**SECOND:** Pursuant to an instrument titled *Contrato de Promesa Recíproca de Compraventa* executed in San Juan, Puerto Rico (the "Purchase Agreement") on October two (2), two thousand twenty-three (2023), Seller granted to Buyer an option to purchase the Property. -------

----------**PURCHASE AND SALE**----------

---**THIRD:** As contemplated in the Purchase Agreement, Seller hereby sells, conveys and transfers fee simple title ("*pleno dominio*") to the Property and the possession thereof to Buyer, and Buyer hereby purchases from Seller fee simple title to the Property and the possession thereof, in accordance with the following ----------

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----------**TERMS AND CONDITIONS** ----------

-----One: The aggregate purchase price of the Property is the lump sum of FOUR MILLION EIGHT HUNDRED THOUSAND DOLLARS ($4,800,000) (hereinafter, the "Purchase Price"), of which (i) EIGHT HUNDRED THOUSAND DOLLARS ($800,000) is allocated to Parcel One; (ii) EIGHT HUNDRED THOUSAND DOLLARS ($800,000) is allocated to Parcel Two; (iii) EIGHT HUNDRED THOUSAND DOLLARS ($800,000) is allocated to Parcel Three; (iv) EIGHT HUNDRED THOUSAND DOLLARS ($800,000) is allocated to Parcel Four; (v) EIGHT HUNDRED THOUSAND DOLLARS ($800,000) is allocated to Parcel Five; and (vi) EIGHT HUNDRED THOUSAND DOLLARS ($800,000) is allocated to Parcel Six. ----------

-----Two: The Purchase Price is payable as follows:----------

------(A) The sum of TWO HUNDRED FORTY THOUSAND DOLLARS ($240,000) was paid by Buyer to Seller concurrently with the execution of the Purchase Agreement, which amount has been credited in its entirety to the Purchase Price on this date. ----------

------(B) Concurrently with the execution of this Deed, Buyer has delivered to Seller the sum of TWO MILLION ONE HUNDRED NINETY THOUSAND DOLLARS ($2,190,000), which is being credited in its entirety to the Purchase Price on this date. Said sum has been paid by Buyer to Seller by wire transfer or manager's check to the order of Seller and Seller hereby acknowledges receipt thereof in form and substance acceptable to Buyer. ----------

---After crediting the aforementioned sum to the Purchase Price, the balance of the Purchase Price is reduced to the sum of TWO MILLION THREE HUNDRED SEVENTY THOUSAND DOLLARS ($2,370,000) (hereinafter, the "Deferred Purchase Price"). ----------

------(C) The Deferred Purchase Price shall be evidenced by a mortgage note (hereinafter the "Mortgage Note") issued on this same date by Buyer

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in the principal sum of TWO MILLION THREE HUNDRED SEVENTY THOUSAND DOLLARS ($2,370,000), with interest per annum at the rate of five percent (5%), to be paid on a semi-annual basis, payable in two (2) installments of ONE MILLION ONE HUNDRED EIGHTY-FIVE THOUSAND DOLLARS ($1,185,000) each, the first maturing six (6) months after the execution of this Deed, and the second maturing one (1) year after the execution hereof. Said installments may be partially or totally paid in advance, at any time, without penalty, provided all partial payments in advance are applied first, to the interest then owed up to the date of the advanced payment, and the balance of the advanced payment after said interest, will be applied to the principal installment(s), in order of maturity.----------

---The Mortgage Note will be guaranteed by a first mortgage over the Property, in the principal sum of TWO MILLION THREE HUNDRED SEVENTY THOUSAND DOLLARS ($2,370,000), which will be constituted concurrently with the execution hereof. ----------

-----Three: This Deed entitles Buyer to the immediate possession of the Property, without any additional formality, document or request.----------

-----Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of Seller and, thereafter, for the account of Buyer. ----------

-----Five: Seller hereby delivers to Buyer fee simple title ("*pleno dominio*") to the Property, vacant and free and clear of liens, encumbrances or defects, subject only to the Permitted Encumbrance. ----

-----Six: Buyer specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) Seller hereby sells and Buyer hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, vacant and free of liens and encumbrances, excepting the Permitted Encumbrance, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or

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written, expressed or implied, statutory of otherwise, from Seller, the Trustee, or any of Seller's agents, employees, representatives, attorneys or brokers as to any matter concerning the physical condition of the Property, its adequacy for development or for any other particular purpose, and the prospect of obtaining construction, use or any other permits, approvals or endorsements. This Section shall survive the execution of this Deed.----------

-----Seven: Seller represents and warrants to Buyer that, to the best of Seller's knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances. ----------

-----Eight: The notarial fees, stamps on the original, stamps on the first certified copy and recording rights of this Deed in the Registry will be paid by Buyer. ----------

---**FOURTH**: This Deed will be interpreted in accordance with the laws of Puerto Rico and governed by them. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of the Commonwealth of Puerto Rico in the event of any litigation pursuant to this Deed. ----------

---**FIFTH**: All notices to the parties pursuant to this Deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following addresses: ----------

----TO SELLER: ----------

------Fideicomiso I.V.G. LLC ----------
------1 Calle Guajanas ----------
------Urbanización Villa Georgetti ----------
------Barceloneta, PR 00617 ----------
------Attention: Pemaris González-Suárez; Illianedmarís Vega----------
------Electronic Mail: pgonzalez57@hotmail.com; ----------
------illianedmaris.vega@upr.edu ----------

----TO THE BENEFICIARY: ----------

------Illianedmarís Vega-González
------1 Calle Guajanas ----------

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------Urbanización Villa Georgetti ----------
------Barceloneta, PR 00617 ----------
------Electronic Mail: illianedmaris.vega@upr.edu ----------

----TO BUYER:

------Cabo Rojo Land Acquisition LLC ----------
------Edificio Ochoa ----------
------500 Calle de la Tanca, Suite 514 ----------
------San Juan, PR 00901----------
------Attention: Eileen Sawyer ----------

----With a copy to: ----------

------250 Avenida Muñoz Rivera, Suite 440 ----------
------San Juan, PR 00918----------
------Attention: Roberto Ruiz ----------
------Electronic Mail: roberto.ruiz@ccgc.com.do ----------

---**SIXTH**: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

---**SEVENTH**: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the rest of this Deed will continue in full force and effect. -

---**EIGHTH**: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver whichever documents or instruments, public or private, necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any rectification deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of Buyer, except that each party shall bear the fees of their respective counsel. ------

---**NINTH**: The Notary advises Buyer as to the importance of filing the corresponding Change of Ownership Application at the CRIM, and to obtain before the execution of this Deed, a certification indicating whether the Property owes any sums related to property taxes. Under applicable law, Buyer is responsible for filing at the CRIM the corresponding application for Change of Ownership within thirty (30) days from the

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execution hereof. Buyer hereby declares that it is fully aware of the above-mentioned obligations and releases the authorizing Notary from this responsibility.----------

----------**RATIFICATION AND WARNINGS**----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ---------

-----(A) the meaning and legal effects of the execution of this Deed;-------

-----(B) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstract was prepared by Capital Title Services Inc. and is dated April seventeen (17), two thousand twenty-four (2024);----------

-----(C) that after the date of such title abstract and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry as of the date of the title abstract; ----------

-----(D) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification;----------

-----(E) of the right of the Buyer to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights; ----------

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-----(F) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.; ----------

-----(G) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property;----------

-----(H) of the importance of recording a copy of this deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this deed is not recorded at the Registry; ----------

-----(I) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property; ----------

-----(J) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations; ----------

-----(K) that the undersigned Notary has the obligation to file an Informative Return before the Puerto Rico Treasury Department ("Planilla Informativa Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles") and the consequences to the Seller of such filing;-----

-----(L) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 et seq., is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Sellers, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead

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paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by Seller and his agent, if any, for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed; and----------

-----(M) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by affixing their initials on each page they attest as to their reading, understanding and acceptance of its contents. ----------

----------**READING, ACCEPTANCE AND EXECUTION** ---------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their initials on each page thereof. ----------

---As to everything stated or contained in this instrument, I the Notary, hereby **ATTEST**. ----------

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---Signed, sealed, marked and flourished by the authorizing Notary, Jorge Antonio Morales Cordero.----------

---Therein also appear the signature of the appearing parties and their initials on the margin of each page. The corresponding internal revenue stamps, legal assistant stamps and the notarial tax stamp are adhered thereon. ----------

---I, the Notary, CERTIFY that the foregoing is a true and exact copy of Deed Number Eighteen (18), which contains nineteen (19) pages (*folios*), the original of which forms part of my protocol of public instruments for the year two thousand twenty-four (2024).----------

---IN WITNESS WHEREOF, and to deliver to Cabo Rojo Land Acquisition LLC, I issue the first certified copy, which I sign, seal, mark and flourish in San Juan, Puerto Rico, on May ten (10), two thousand twenty-four (2024). ----------

NOTARY

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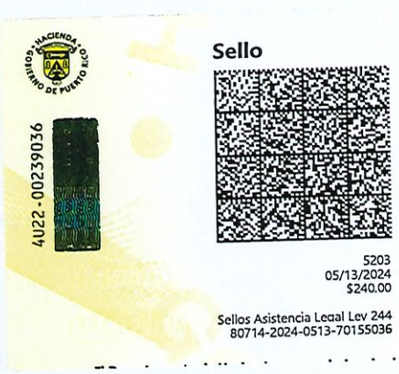

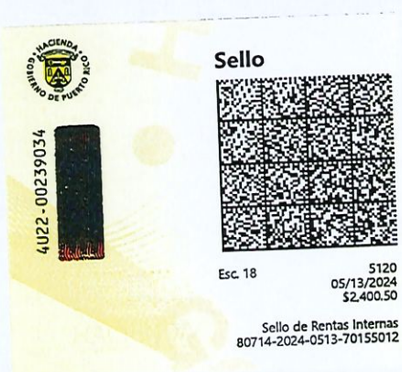



---**I HEREBY CERTIFY** that the first certified copy of this Deed has been issued in favor of Buyer on the same date and place of the execution hereof. **I ATTEST.** ----------

NOTARY

----------**DEED NUMBER NINE (9)**----------

----------**PURCHASE AND SALE AND MORTGAGE**----------
----------**TO SECURE PROMISSORY NOTES**----------

---In San Juan, Puerto Rico, on this thirteenth (13th) day of July, two thousand twenty-three (2023) ----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with offices and residence in San Juan, Puerto Rico,----------

----------**APPEAR**----------

---AS THE PARTY OF THE FIRST PART: **FRANK LOZADA CONTRERAS** and **DAMARIS YEPES RUIZ,** both of legal age, married to each other, professor and business executive, respectively, and residents of Rincón, Puerto Rico, who appear herein in their respective personal capacities and as members of the conjugal partnership constituted by and between them (hereinafter, "LOZADA-YEPES") ----------

---AS THE PARTY OF THE SECOND PART: **ANTONIO LOZADA CONTRERAS,** of legal age, single, physician and resident of Guayama, Puerto Rico (hereinafter, "ANTONIO").----------

---LOZADA-YEPES and ANTONIO will be sometimes referred jointly as "SELLERS" or "Mortgagees", as the context indicates. ----------

---AS THE PARTY OF THE THIRD PART: **CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "BUYER"), a limited liability company organized, existing and in good standing in accordance with the laws of Puerto Rico, represented herein by its Authorized Representative, Gladys Omayra Fontánez Reyes, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, and whose authority to represent BUYER in this public deed arises from the Certificate of Resolution of BUYER, signed by Eileen Sawyer, as Manager of BUYER, on July six (6), two thousand twenty-three (2023),

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in New York, New York, before Notary Public Kelly Marie Mueller. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of Notary Public Kelly Marie Mueller through the search engine of the Department of State of the State of New York. I further certify that I have examined the original of the aforesaid Certificate of Resolution of Cabo Rojo Land Acquisition LLC, and that, in my opinion, it is adequate and sufficient, and complies with all legal requirements needed to authorize Ms. Fontánez Reyes to appear herein on behalf of BUYER. ----------

---AS THE PARTY OF THE FOURTH PART: **JOSÉ ENRIQUE PÉREZ CRUZ**, also known as José E. Pérez (hereinafter, the "BROKER"), who is of legal age, married, real estate broker and resident of Bayamón, Puerto Rico. ----------

---I, the Notary, do hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily ----------

----------**STATE AND AGREE**----------

---**FIRST:** LOZADA-YEPES AND ANTONIO are the owners of the Property in fee simple title ("*pleno dominio*"), and have the possession of the parcel of land described in the Spanish language as follows (hereinafter the "Property"): ----------

---"***RUSTICA:*** *Parcela marcada con el número ciento siete (107) de la Bahía Bonita, radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida de diecinueve mil seiscientos cincuenta y seis metros, veinticinco decímetros cuadrados (19,656.25 m.c.). En linderos, por el NORTE, con la Bahía de Boquerón; SUR, con las parcelas sesenta y dos (62) y ciento trece (113), de las cuales ambas contienen parte de las servidumbres de paso para su acceso de quince (15) metros de ancho de los que siete punto cincuenta (7.50) metros pertenecen a esta parcela; ESTE, con la parcela ciento seis (106), la cual contiene parte de la servidumbre de paso para su acceso de quince (15) metros de ancho; OESTE, con la parcela número ciento ocho (108), la cual contiene parte de la servidumbre de paso para su acceso de quince (15) metros de ancho. La colindancia Sur de la finca se halla afecta a una servidumbre de paso para Uso Vehicular y Peatonal de siete punto*

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cincuenta (7.50) metros de ancho por sesenta y cuatro punto veinte (64.20) metros de largo, afectando esta servidumbre todo lo largo de la colindancia Sur y resultando en un área afectada por dicha servidumbre de cuatrocientos ochenta y uno punto cuarenta y siete (481.47) metros cuadrados, los cuales forman parte del área total de la finca según ha sido descrita."----------

---The Property is recorded at page 295 of volume 510 of Cabo Rojo, property number 18,841, Section of San Germán of the Registry of Property of Puerto Rico (the "Registry"). ----------

---The Property was acquired by LOZADA-YEPES and ANTONIO, with respective participations of fifty percent (50%) each, pursuant to Deed Number One Hundred Thirteen (113), executed in Mayagüez, Puerto Rico, on October sixteen (16), two thousand three (2003), before Notary Luis Roberto Santos, recorded at page 175 of volume 843 of Cabo Rojo, sixth (6th) inscription. ----------

---The tax identification number ("*número de catastro*") assigned by the Municipal Revenue Collection Center ("CRIM") to the Property is 379-089-327-77-000. ----------

---The Property is subject to the following liens and/or encumbrances:---

---By its origin, the Property is free and clear of liens and encumbrances.

---By itself, the Property is subject to the following liens and/or encumbrances: ----------

-----A) Restrictive conditions of equity easements ("*servidumbres en equidad*") constituted by deed number one hundred thirty-three (133), executed in Mayagüez, Puerto Rico, on November twenty (20), two thousand three (2003), before Notary Luis Roberto Santos, recorded at page 175 of volume 843 of Cabo Rojo, Section of San Germán of the Registry, third (3rd) inscription (the "Permitted Encumbrance").----------

-----B) Mortgage guaranteeing a mortgage note to the order of its bearer in the principal sum of One Hundred Ninety Four Thousand Dollars ($194,000), with no interest rate, due on the first anniversary of its constitution, constituted pursuant to Deed Number One Hundred Fourteen (114), executed in Mayagüez, Puerto Rico, on October sixteen

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(16), two thousand three (2003), before Notary Luis Roberto Santos, recorded at the overleaf of page 175 of volume 843 of Cabo Rojo, Section of San German of the Registry, seventh (7th) and last inscription. ---------

---This mortgage has been cancelled or will be cancelled simultaneously with the execution of the present Deed. ----------

-----C) Embargo in favor of the Commonwealth of Puerto Rico, against Frank Lozada Contreras/Damaris Yepes Ruiz, in the amount of forty four thousand two hundred fifty dollars with twenty cents ($44,250.20), related to income taxes, as per Certification dated September twenty eight (28), two thousand twenty one (2021), Embargo Number MAY-21-089, recorded on October twelve (12), two thousand twenty one (2021) at entry two thousand twenty one dash zero zero seven zero two five dash E S T (2021-007025-EST) of the Karibe System. ----------

---This embargo has been cancelled or will be cancelled simultaneously with the execution of the present Deed. ----------

---**SECOND:** On January eleven (11), two thousand twenty-two (2022), SELLERS granted to BUYER's affiliate, PR INVESTCO LLC ("PR Investco"), an option to purchase the Property, pursuant to Deed Number One (1) of Option to Purchase Real Estate, executed in San Juan, Puerto Rico, before Notary María del Rosario Pujol Thompson (hereinafter, the "Deed of Option"). The parties hereto acknowledge and agree that PR Investco has assigned to BUYER all of its rights and obligations under the Deed of Option, and that BUYER is the permitted assignee and successor of PR Investco thereunder. ----------

----------**PURCHASE AND SALE**----------

---**THIRD:** Pursuant to the Deed of Option, SELLERS hereby sell, convey and transfer fee simple title ("*pleno dominio*") to the Property and the possession thereof to BUYER, and BUYER hereby purchases from SELLERS fee simple title to the Property and the possession thereof, in accordance with the following----------

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----------**TERMS AND CONDITIONS**----------

-----One: The purchase price is the lump sum of ONE MILLION THREE HUNDRED FIFTY THOUSAND DOLLARS ($1,350,000) (hereinafter, the "Purchase Price"). ----------

-----Two: The Purchase Price is payable as follows: ----------

------(A) The sum of SIXTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($67,500) was paid by BUYER to SELLERS simultaneously with the execution of the Deed of Option. Of said sum, (a) THIRTY-THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($33,750) were paid to LOZADA-YEPES, and (b) THIRTY-THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($33,750) were paid to ANTONIO. ----------

-------(B) Simultaneously with the execution of this Deed, BUYER has delivered to SELLERS the sum of SIX HUNDRED SEVEN THOUSAND FIVE HUNDRED DOLLARS ($607,500), which is credited to the Purchase Price. Said sum has been paid by BUYER to SELLERS by certified or manager's check to the order of SELLERS, and SELLERS hereby acknowledge receipt thereof in form and substance acceptable to BUYER. Of said sum, THREE HUNDRED THREE THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS ($303,750) has been paid to LOZADA-YEPES, and THREE HUNDRED THREE THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS ($303,750) has been paid to ANTONIO. ----------

---After crediting the aforementioned sum to the Purchase Price, the balance of the Purchase Price is reduced to the sum of SIX HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($675,000) (hereinafter, the "Deferred Purchase Price"). ----------

-----(C) The Deferred Purchase Price shall be evidenced by two (2) mortgage notes (hereinafter the "Mortgage Notes") issued on this same date by BUYER, one to the order of LOZADA-YEPES, in the principal

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sum of THREE HUNDRED THIRTY SEVEN THOUSAND FIVE HUNDRED DOLLARS ($337,500), and the other to the order of ANTONIO, in the principal sum of THREE HUNDRED THIRTY SEVEN THOUSAND FIVE HUNDRED DOLLARS ($337,500), with no interest, and payable in full on the second anniversary of the execution hereof. The Mortgage Notes will be guaranteed by a first mortgage over the Property in the principal sum of SIX HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($675,000), which is being constituted by this Deed. ----------

-----Three: This Deed entitles BUYER to the immediate possession of the Property, without any additional formality, document or request. -----

-----Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of SELLERS and, thereafter, for the account of BUYER. ----

-----Five: SELLERS hereby deliver to BUYER fee simple title ("*pleno dominio*") to the Property, vacant and free and clear of liens, encumbrances or defects, "as is, where is", subject only to the Permitted Encumbrance. ----------

-----Six: BUYER specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) SELLERS hereby sell and BUYER hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, vacant and free of liens and encumbrances, excepting the Permitted Encumbrance, (ii) BUYER is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from SELLERS or any of SELLERS' agents employees, members, representatives, attorneys or brokers (each such party a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by SELLERS to BUYER. BUYER expressly

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acknowledges and agrees that BUYER is not relying on any representation or warranty of SELLERS or any Seller Affiliate, whether implied, presumed or expressly provided at law or otherwise, arising by virtue of any statute, common law, or other legally binding right or remedy in favor of BUYER. BUYER further acknowledges and agrees that SELLERS are under no duty to make any inquiry regarding any matter that may or may not be known to SELLERS or any Seller Affiliate. Upon execution of this public deed, BUYER shall assume the risk of adverse matters relating to adverse investigations, and BUYER, upon execution of this public deed, shall be deemed to have waived, relinquished and released SELLERS and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which BUYER might have asserted or alleged or may assert or allege in the future against SELLERS or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution of this Deed. ----------

-----Seven: The notarial fees, stamps on the original, stamps on the first certified copy and recording rights of this public deed in the Registry will be paid by BUYER. ----------

---The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of any deed or document to cancel the liens and encumbrances mentioned in paragraph FIRST of this public deed (except the Permitted Encumbrance), will be paid by SELLERS. ----------

-----Eight: This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice

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of the Commonwealth of Puerto Rico in the event of any litigation pursuant to this public deed. ----------

-----Nine: All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties: ----------

----TO SELLERS: ----------

------Frank Lozada Contreras ----------
------Damaris Yepes Ruiz----------
------Calle Comercio Número 22 ----------
------Rincón, PR 00677----------
------Electronic Mail: frank_lozada@pucpr.edu ----------

------Antonio Lozada Contreras ----------
------Urb. El Legado Golf Resort, Apt. 1614 ----------
------Guayama, PR 00784----------
------Electronic Mail: tonylozada@hotmail.com ----------

------TO BUYER:----------

------CABO ROJO LAND ACQUISITION LLC----------
------733 Third Avenue ----------
------New York, NY 10017----------
------Attention: Eileen Sawyer----------
------Electronic Mail: roberto.ruiz@ccgc.com.do----------

------TO THE BROKER: ----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920 ----------
------Attention: José Enrique Pérez Cruz----------
------Electronic Mail: passportre@gmail.com ----------

-----Ten: The appearing parties acknowledge that the BROKER, José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy-eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the subject of this Deed. The fees to the BROKER and his associates, if any, for said service will be the responsibility of BUYER and will be paid simultaneously with the execution of this Deed. Said fees will amount to SIXTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($67,500), equivalent to five percent (5%) of the Purchase Price. ---------

-----Eleven: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

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-----Twelve: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the rest of this public deed will continue in full force and effect. ----------

-----Thirteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver whichever documents or instruments, public or private, necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any Rectification Deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of BUYER, except that each party shall bear the fees of their respective counsel.----------

---**THIRD:** The Notary advises BUYER as to the importance of filing the corresponding Change of Ownership Application at the CRIM, and to obtain before the execution of this public deed, a certification indicating whether the Property owes any sums related to property taxes. Under applicable law, BUYER is responsible for filing at the CRIM within the next thirty (30) days the corresponding application for Change of Ownership. BUYER hereby declares that it is fully aware of the above-mentioned obligations and releases the subscribing Notary from this responsibility. ----------

----------CONSTITUTION OF MORTGAGE----------

---**FOURTH**: The Mortgaged Property. Pursuant to this Deed, Mortgagor has become the owner, with valid, good and marketable fee simple title ("*pleno dominio*") of the Property.----------

---**FIFTH:** Simultaneously herewith, Mortgagor has subscribed before me the Mortgage Notes, which have been delivered by Mortgagor to

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Mortgagees simultaneously with the execution of this Deed. Mortgagees hereby acknowledge receipt of the originals of the Mortgage Notes. The text of the Mortgage Notes is copied literally in paragraph EIGTEENTH hereof. ----------

---**SIXTH:** Creation of Mortgage. In order to guarantee and secure: ------

-----(i) the full and complete payment of the principal and interest on the Mortgage Notes; ----------

-----(ii) the performance and observance of the terms therein and herein contained; ----------

-----(iii) additional credits in the amounts set forth in paragraph NINETEENTH hereof to cover interest in addition to that secured by law (hereinafter called the "Interest Credit");----------

-----(iv) additional credits in the amounts set forth in paragraph NINETEENTH hereof to cover any amounts that may be paid by or advanced by the holder(s) of the Mortgage Notes hereunder, together with interest thereon (hereinafter called the "credit for additional advances"); ----------

-----(v) additional credits (hereinafter called the "credit for liquidated damages") in the amounts set forth in paragraph NINETEENTH hereof as a liquidated and agreed amount payable without the need of further liquidation or approval by any court, to cover the costs and expenses (including attorneys' fees) of the holder(s) of the Mortgage Notes, in the event that such holder resorts to the courts or to any other governmental agency in order to collect all or any part of the principal thereof or any interest thereon (by foreclosure or other proceedings or action);----------

----Mortgagor hereby constitutes and creates a voluntary mortgage (the "Mortgage") in favor of Mortgagees, including the present holder(s) or any future holder(s) thereof (references herein to the "Mortgagees" shall refer to the present holder(s) of the Mortgage Notes, and to any future holder(s) thereof, and in the event the Mortgage Notes are pledged or

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assigned as collateral security for the payment and performance of the obligations of the Mortgagor and/or any other person, then the term "Mortgagees" shall also refer to the pledgee[s] or assignee[s] of the Mortgage Notes, including the present holder(s) or any future holder(s) thereof), on the Property described in Paragraph FIRST and covering the following elements (hereinafter collectively referred to as the "Mortgaged Property"):----------

------(a) all the buildings, structures, improvements and facilities now or hereafter located thereon;----------

------(b) all of the rights of way or use, easements, servitudes, licenses, tenements, hereditaments and other appurtenances now or hereafter belonging or appertaining to the Mortgaged Property;----------

------(c) all renewals and replacements of, substitutions for and additions to the property described in subparagraphs (a) and (b) above, and all other property, real, personal or mixed now owned or hereafter acquired by Mortgagor and enjoyed in common with or in any way appertaining to such property as well as all real properties which may be consolidated or grouped with the Mortgaged Property, but excluding, however, any personal property which is not susceptible in any event of being mortgaged by a real property mortgage pursuant to applicable law;-------

------(d) all awards, compensations and payments in respect of any taking by condemnation or eminent domain of any of the foregoing; ----------

------(e) all rents, earnings, revenues, issues and profits of all of the foregoing; and----------

------(f) all chattels which may be removed without breaking the material or deteriorating the object and that are presently or hereafter permanently placed on the Mortgaged Property, either for its decoration, comfort or development, or for industrial use or otherwise. ----------

---**SEVENTH**: Condemnation. In the event of a taking of all or any part of the Mortgaged Property as a result of or in lieu or in anticipation of

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the exercise of the right of condemnation or eminent domain, or a change of grade adversely affecting the Mortgaged Property, Mortgagees shall be entitled to receive all awards and payments on account of such taking up to the amount secured hereby or by the pledge or assignment of the Mortgage Notes. Mortgagor will pay all reasonable costs and expenses (including, without limitation, reasonable attorneys' fees) of Mortgagees in connection with any such taking and seeking and obtaining any award or payment in respect thereof. All awards and payments collected by Mortgagees, after the payment of costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred in the seeking and obtaining thereof, shall be applied by Mortgagees to the payment of any notes or obligations of Mortgagor for which the Mortgage Notes are assigned or pledged as security or in such other manner as may be provided in the pledge agreement(s) or other instrument(s) under which the Mortgage Notes are assigned and/or pledged, or as otherwise agreed by Mortgagor and Mortgagees, and any surplus or remaining balance after such application shall be promptly paid over by Mortgagees to Mortgagor. ----------

---**EIGHTH:** Insurance. As provided in Article Sixty One (61) of the Registry of the Property Act of Puerto Rico, Act Number Two Hundred Ten (210) of December eight (8), two thousand fifteen (2015), 30 L.P.R.A. §6088) (hereinafter, the "Registry Act"), this Mortgage shall be extensive to, and shall cover, all indemnities to which the Mortgagor may be entitled under any policy of insurance covering the Mortgaged Property or any part thereof, and Mortgagees shall be entitled to receive directly from the underwriter(s) or insurer(s) all payments which become due under any such policy(ies) of insurance. Such payments, after deducting therefrom all costs and expenses (including, but without limitation, reasonable attorneys' fees and expenses) incurred in the collection thereof, shall at the option of the Mortgagees be applied on

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account of the payment of the Mortgage Notes and/or of any note(s) or obligation(s) of the Mortgagor for which the Mortgage Notes may be assigned and/or pledged as security, or as otherwise agreed by Mortgagor and Mortgagees. Such proceeds of insurance may, at the option of the Mortgagees and without waiver of Mortgagees' right to any future proceeds of like nature, be paid over to Mortgagor in partial or total reimbursement of Mortgagor's expenses in repairing or replacing such portion(s) of the Mortgaged Property as may have been so damaged.----------**NINTH:** Additional Advances. If Mortgagor shall fail to make punctual payment of all Impositions (as defined in paragraph FIFTEENTH hereof), or should fail to maintain insurance coverage on the Mortgaged Property as required from time to time by the Mortgagees, or should fail to discharge any mortgage, lien, encumbrance or charge upon the Mortgaged Property, or any part thereof, which is prohibited by the terms hereof or of the pledge agreement or other instrument under which the Mortgage Notes are assigned or pledged, or should fail to maintain the Mortgaged Property in good condition, or should fail to perform any other term or covenant hereof or of such pledge agreement or other instrument, then Mortgagees, without consent of or demand upon Mortgagor and without waiving or releasing any obligation or default, may (but shall be under no obligation to) at any time thereafter advance such funds as may in Mortgagees' judgment be needed for the purpose of performing such terms or covenants, and Mortgagees may, in such event, take such other and further action in the premises as they may consider necessary or appropriate for such purposes. All sums so advanced or paid by Mortgagees and all costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) so incurred, together with interest thereon at the rate set forth in the Mortgage Notes from the date of payment or incurring, shall constitute additional indebtedness secured by this Mortgage and shall be paid by Mortgagor

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to Mortgagees on demand.

---**TENTH:** Further Assurances: Additional Security. Mortgagor, at its expense, will execute, acknowledge, deliver and record all such instruments and take all such action as Mortgagees from time to time may reasonably request for better assuring to Mortgagees the properties and rights hereby mortgaged and assigned or intended so to be. Without notice to or consent of Mortgagor, and without impairment of the lien of and rights under this Mortgage, Mortgagees may take (but Mortgagor shall not be obligated to furnish) from Mortgagor or from any other person or persons additional security for the Mortgage Note and/or for the obligations of the Mortgagor secured by the assignment and/or pledge of the Mortgage Note; and neither the giving of this Mortgage nor the acceptance of any such additional security shall prevent Mortgagees from resorting first to such additional security, or to the security created by this Mortgage, in either case without affecting Mortgagees' lien and rights under this Mortgage.----------

---**ELEVENTH:** Default. At such time as there shall exist an event of default under any agreement pursuant to which the Mortgage Notes shall have been assigned or pledged, or there shall exist any failure to pay when due any amount(s) under the Mortgage Notes, and/or there shall be any breach of any other condition or covenant set forth in this Mortgage, and/or any material representation or warranty of the Mortgagor hereunder shall prove to have been false in any material respect on the date when made, then at any time thereafter Mortgagees may, at their election, proceed to enforce the payment in full of the Mortgage Notes and/or to foreclose the lien of this Mortgage as against all or any part of the Mortgaged Property (by summary proceedings or otherwise) and to have the same sold under the judgment or decree of a court of competent jurisdiction; take possession of the Mortgaged Property or any part thereof, by summary proceedings, ejectment or otherwise, remove

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Mortgagor and all other persons and any and all properties therefrom; hold, operate and manage the same and receive all earnings, income, rents, issue and proceeds accruing with respect thereto or any part thereof. In connection with any of the foregoing, Mortgagees shall as a matter of right and without regard to the solvency of the Mortgagor or the adequacy of the security for the indebtedness from Mortgagor to Mortgagees, be entitled to the appointment of a receiver upon notice to the Mortgagor for all or any part of the Mortgaged Property, whether such receivership be incidental to a proposed sale of the Mortgaged Property or otherwise.----------

---**TWELFTH:** Foreclosure Valuation. As required by Article 80 of the Registry Act, 30 L.P.R.A. §6107, Mortgagor hereby declares and agrees that the value of the Mortgaged Property is as set forth in paragraph NINETEENTH hereof under the title "Foreclosure Valuation". ----------

---**THIRTEENTH**: Foreclosure. In the event that the Mortgage Notes are assigned or pledged or otherwise encumbered as collateral security for the payment of any other note(s) and/or debt(s) of the Mortgagor and/or of any other person, the Mortgagor agrees: ----------

-----(a) That Mortgagees may foreclose this Mortgage and may exercise all other rights, remedies, powers and privileges provided herein or now or hereafter existing at law, in equity, by statute, or otherwise, without first foreclosing the pledge or other lien so constituted upon the Mortgage Notes, to the same extent and with the same force and effect as if the Mortgage Notes had been assigned or transferred directly to Mortgagees rather than assigned or pledged as collateral security, provided that nothing contained in this paragraph THIRTEENTH shall relieve Mortgagees from the obligation to comply with the terms of the pledge agreement(s) and/or other instrument(s) under which the Mortgage Notes are assigned and/or pledged. ----------

-----(b) That Mortgagor will not exercise any right which it might have

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to cancel the record of the Mortgage by reason of lapse of time counted from the date of the constitution of the Mortgage under the provisions of Article One Hundred Twenty (120) of the Registry Act, 30 L.P.R.A. §6163) or otherwise, and further agrees, whenever requested by the Mortgagees, to execute and file in the appropriate section of the Registry, at Mortgagor's cost and expense, any and all supplemental instruments which may be necessary or convenient for the preservation of the lien of the Mortgage until full payment of the Mortgage Notes and any other note(s) and of any debt(s) so secured by lien(s) upon the Mortgage Notes.

---**FOURTEENTH:** Expenses. All costs and expenses of this public deed, of a certified copy or copies thereof, and of the registration of this instrument in the proper public registry; all expenses of such additional documentation as may hereafter be required, including the registration thereof in a proper public registry, if such be required; and all expenses of all documents of cancellation, including the cost of registration thereof, shall be for the account of Mortgagor. ----------

---**FIFTEENTH:** Definitions. As used in this Mortgage, the term "Impositions" shall mean all real estate and other taxes, all assessments (including, without limitation, all assessments for public improvements or benefits, whether or not commenced or completed prior to the date hereof or while this Mortgage is in force), water, sewer, electricity, utility and other rents, rates and charges, excises, levies, license fees, permit fees, inspection fees and other authorization fees and other charges, in each case whether general or special, ordinary or extraordinary, or foreseen or unforeseen, of every character (including all penalties or interest thereon), which at any time may be assessed, levied, confirmed or imposed on or in respect of or be a lien upon (a) the Mortgaged Property or any part thereof or any rents, issues, income, profits or earnings therefrom or any estate, right or interest therein, or (b) any occupancy, use or possession of or sales from the Mortgaged Property or

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any part thereof, or (c) this Mortgage, any interest hereon or any other payments due from the Mortgagor under the terms of this Mortgage; excepting, however, the income taxes now or hereafter imposed by the United States and by the Commonwealth of Puerto Rico under applicable law.----------

---**SIXTEENTH**: Miscellaneous. All of the terms of this Mortgage shall apply to and be binding upon the successors and assigns of Mortgagor and all persons claiming under or through Mortgagor or any such successor or assign, and shall inure to the benefit of Mortgagees. Neither this Mortgage nor any term hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by Mortgagees, notice of which is endorsed on the Mortgage Note. ----------

---**SEVENTEENTH:** Other Terms and Conditions. The following terms and conditions are made a part of this Mortgage and shall apply to and be binding upon the successors and assigns of Mortgagor and all persons claiming under or through Mortgagor or any such successors or assigns, and shall inure to the benefit of Mortgagees. Additionally, if any of the terms and conditions contained in this paragraph shall be inconsistent or contrary to any other terms and conditions contained in this public deed, the terms and conditions of this paragraph shall prevail. ----------

-----(a) Representations and Warranties. The Mortgagor hereby represents and warrants to the Mortgagees as follows:----------

-----(i) No Hazardous Waste. To Mortgagor's knowledge, there has been no release of any oil, hazardous materials, hazardous wastes, hazardous substances or toxic substances, as defined in forty-two (42) United States Code ("USC") Sections nine six zero one (9601) *et sequentia,* forty-two (42) USC Sections six nine zero one (6901) *et sequentia,* fifteen (15) U.S.C. Sections two six zero one (2601) *et sequentia* and the regulations promulgated thereunder, and all applicable federal, state and local laws, rules and regulations ("Hazardous Waste") on, upon or into the Mortgaged

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Property, that would have a material adverse effect on the Mortgaged Property or Mortgage as a whole, nor has there been, to the best of the Mortgagor's knowledge, any such release on, upon or into any real property in the vicinity of the Mortgaged Property that, through solid or groundwater migration, has come to be located on the Mortgaged Property or could reasonably be expected to come to be located on the Mortgaged Property. There is no Hazardous Waste presently stored or located on, in or about any portion of the Mortgaged Property, and Mortgagor covenants and agrees that it will indemnify and hold the Mortgagees harmless from and against any and all expense, damage, loss or liability incurred by the Mortgagees arising from the application of any law, including any so-called "Super Fund" or "Super Lien" legislation, relating to the presence of oil or Hazardous Waste on the Mortgaged Property, whether such legislation is federal, state or local in nature. It is expressly acknowledged by Mortgagor that this covenant of indemnification shall survive any foreclosure of the lien and security interest of this Mortgage and shall inure to the benefit of the Mortgagees, their successors and assigns, in the event Mortgagees becomes the owner of the Mortgaged Property.----------

-------(ii) Absence of Litigation. Except as otherwise disclosed by Mortgagor, there are no actions, suits, or investigations, including, without limitation, condemnation and eminent domain proceedings, pending or, to the best of Mortgagor's knowledge, threatened, against or affecting the Mortgaged Property, or which may involve or affect the validity of this Mortgage, and Mortgagor are not in default with respect to any order, writ, injunction, decree or demand of any court or any administrative agency or governmental authority affecting the Mortgaged Property or the use thereof.----------

------(iii) Compliance with Law. The Mortgaged Property is in compliance with all applicable laws and governmental regulations, including but not

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limited to those governing zoning, land use, subdivision control, health, safety, fire protection and protection of the environment, except such laws and governmental regulations the noncompliance with which would not have a material adverse effect on the Mortgaged Property or the Mortgage as a whole. ----------

-------(iv) Mortgage Interest Not Usurious. The interest payable under this Mortgage and the Mortgage Notes is not usurious under applicable laws and regulations.----------

-----(b) Certain Covenants and Conditions. Mortgagor covenants and agrees as follows: ----------

-------(i) Provision for Payment of Governmental Charges and other Obligations. To assure the payment of all Impositions, taxes, charges, sewer use fees, water rates, ground rents and assessments of every name and nature, or any other obligations which may have or acquire priority over this Mortgage, and which are assessed or payable with reference to the Mortgaged Property, the Mortgagor, if so requested by the Mortgagees, but only after the occurrence of a default hereunder, under the Mortgage Note and/or under any agreement(s) pursuant to which the Mortgage Note has been pledged and/or assigned to the Mortgagees, shall deposit with the Mortgagees, on the days when monthly payments mature, a sum determined by the Mortgagees to be sufficient to provide, in the aggregate, a fund adequate to pay any such amounts at least ten (10) days before the same become delinquent; and whenever the Mortgagees determine sums accumulated under the provisions of this section to be insufficient to meet the obligation for which such deposits were made, the Mortgagor shall pay, on the demand of the Mortgagees, any amount required to cover the deficiency therein. Every such deposit may, at the option of the Mortgagees, be applied directly against the obligation with reference to which it was made, or, to the fullest extent permissible according to law, any other obligation of the Mortgagor secured hereby.

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Such deposits may, to the fullest extent permitted by law, be commingled with other assets of the Mortgagees and, in the discretion of the Mortgagees, invested by the Mortgagees for their own account, without any obligation to pay income from such investment, or interest on such deposits, to the Mortgagor, or to account to Mortgagor for such income in any manner. ----------

-------(ii) Maintenance of the Mortgaged Property and Alterations. Mortgagor shall keep and maintain the Mortgaged Property in as good repair and condition as the same now is or may hereafter be put (ordinary wear and tear excepted), shall make all such necessary and proper repairs, replacements, additions and improvements thereto as shall be required for the proper conduct of its business thereon, and shall not permit or commit waste on the Mortgaged Property. Mortgagor shall make or cause to be made, as and when the same shall become necessary, all structural and non-structural, exterior and interior, ordinary and extraordinary, foreseen and unforeseen repairs, renewals and replacements necessary to that end. Mortgagor shall not permit removal or material alteration, except as otherwise permitted in writing, of anything which constitutes a part of the Mortgaged Property without the consent of the Mortgagees, which consent shall not be unreasonably withheld or delayed. Mortgagor shall permit the Mortgagees to enter the Mortgaged Property, at any reasonable time, to determine whether Mortgagor is in compliance with its obligations under this Mortgage. All construction on the Mortgaged Property shall comply with, and each and every part of the Mortgaged Property shall be maintained and used in accordance with, all applicable federal, state and local laws and governmental regulations, and any lawful private restrictions or other requirements or provisions, relating to the maintenance or use thereof. ----------

---Notwithstanding the above, the Mortgagor shall have the right, at any time and from time to time, to remove and dispose of machinery and

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equipment or partitions on, or forming part of, the Mortgaged Property (without the consent of Mortgagees) that may have become obsolete or unfit for use or that is no longer useful in the operation of the building now or hereafter constituting a portion of the Mortgaged Property or in the business conducted thereupon. The Mortgagor agrees promptly to replace with other machinery and equipment, free of superior title liens or claims, except as otherwise agreed by the Mortgagor and the Mortgagees, not necessarily of the same character but of at least equal usefulness and quality, any such machinery and equipment so removed or disposed of; except that, if by reason of technological or other developments in the operation and maintenance of property of the general character of the machinery and equipment so removed, no replacement of the property so removed or disposed of is necessary or desirable in the proper operation or maintenance of the Mortgaged Property or the business conducted thereupon, the Mortgagor shall not be required to replace the same. -------

-----(c) Hazardous Substances. Except to the extent that failure to comply would not have a material adverse effect on the Mortgagor or the Mortgaged Property and/or not result in or create a lien of any kind upon the Mortgaged Property, the Mortgagor shall:----------

-------(i) not store (except in compliance with all laws, ordinances, and regulations pertaining thereto), dispose of, release or allow the release of any hazardous substance, solid waste or oil on the Mortgaged Property; --

-------(ii) neither directly nor indirectly transport or arrange for the transport of any hazardous substance or oil (except in compliance with all laws, ordinances and regulations pertaining thereto); ----------

-------(iii) in the event of any change in the laws governing the assessment, release or removal of hazardous materials, which change would lead a prudent lender to require additional testing to avail itself of any statutory insurance or limited liability, take all such action (including, without limitation, the conducting of Engineering tests at the sole expense of the

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Mortgagor) to confirm that no hazardous substance or oil is or ever was stored, released or disposed of on the Mortgaged Property; and----------

-------(iv) provide the Mortgagees with written notice: (A) upon the Mortgagor's obtaining knowledge of any potential or known release, or threat of release, of any hazardous substance or oil at or from the Mortgaged Property; (B) upon the Mortgagor's receipt of any notice to such effect from any federal, state, Commonwealth or other governmental authority; or (C) upon the Mortgagor's obtaining knowledge that any expense or loss has been incurred by such governmental authority in connection with the assessment, containment, removal or remediation of any hazardous substance or oil for which expense or loss the Mortgagor may be liable or for which expense a lien may be imposed on the Mortgaged Property.----------

---For purposes of this section, the terms "hazardous substance" and "release" shall have the meanings specified in the Comprehensive Environmental Response, Compensation and Liability Act of nineteen hundred eighty (1980), forty-two (42) USC Sections nine six zero one (9601) *et sequentia* ("CERCLA") and the terms "solid waste" and "disposal" (or 'disposed") shall have the meanings specified in the Resource Conservation and Recovery Act of nineteen hundred seventy-six (1976), forty-two (42) United States Code Sections six nine zero one (6901) *et sequentia* ("RCRA") and regulations promulgated thereunder; provided, in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply as of the effective date of such amendment and provided further, to the extent that the laws of the Commonwealth of Puerto Rico establish a meaning for "hazardous substance", "release", "solid waste", or "disposal" which is broader than specified in either CERCLA or RCRA, such broader meaning shall apply.----------

--------(d) Environmental Assessments. In addition to the Mortgagees'

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rights provided hereunder, if Mortgagees have cause to believe that contamination or a violation of any Environmental Laws (as hereinafter defined) exists on any part of the Mortgaged Property, the Mortgagees may, at their election, without regard to whether Mortgagor is in default hereunder and/or under the Mortgage Notes and/or under any agreement(s) pursuant to which the Mortgage Notes is pledged and/or assigned to the Mortgagees, obtain one or more environmental assessments of the Mortgaged Property prepared by a geohydrologist, an independent engineer or other qualified consultant or expert approved by the Mortgagees evaluating or confirming (i) whether any hazardous substances or other toxic substances are present in the soil or water at or adjacent to the Mortgaged Property and (ii) whether the use-and operation of the Mortgaged Property comply with all applicable federal, state, commonwealth and local laws, rules and regulations (herein called "Environmental Laws") relating to air quality, environmental control, release of oil, hazardous materials, hazardous wastes and hazardous substances, and any and all other applicable environmental laws. Environmental assessments may include detailed visual inspections of the Mortgaged Property including, without limitation, any and all storage areas, storage tanks, drains, dry wells and leaching areas, and the taking of soil samples, surface water samples and ground water samples, as well as such other investigations or analyses as are necessary or appropriate for a complete determination of the compliance of the Mortgaged Property and the use and operation thereof with all applicable Environmental Laws. Any such environmental assessment shall be at the cost and expense of the Mortgagor.----------

-----(e) Notice of Condemnation. Mortgagor, immediately upon obtaining knowledge of the institution of any proceeding for the condemnation or requisition of the Mortgaged Property or any portion thereof, shall notify the Mortgagees of the pendency of such proceeding. The Mortgagees may

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participate in such proceeding, and the Mortgagor from time to time shall deliver to the Mortgagees all instruments requested by the Mortgagees to permit such participation. ----------

---------(f) Leases: Assignments. Mortgagor shall faithfully keep, observe and satisfy all the obligations on the part of the lessor to be kept, performed and satisfied under every lease from time to time in force with reference to the Mortgaged Property. Mortgagor hereby assigns to Mortgagees all rents and profits under any and all leases of the Mortgaged Property, provided, however, that Mortgagor shall be entitled to retain such rents and profits until a default hereunder, under the Mortgage Notes and/or under any agreement(s) pursuant to which the Mortgage Notes are pledged and/or assigned to the Mortgagees shall have occurred. At any time on notice from the Mortgagees, Mortgagor shall submit to the Mortgagees for examination all such leases and on the demand of the Mortgagees, shall execute and deliver a separate instrument collaterally assigning any or all such leases, or the rents and profits thereof, in form satisfactory to the Mortgagees. Nothing in this paragraph shall be deemed to constitute an agreement to subordinate this Mortgage to any leases with respect to the Mortgaged Property. ----------

------(g) Expenses. Mortgagor shall pay when due all fees and charges (including reasonable attorneys, fees) incurred by the Mortgagees incident to the transactions evidenced by the obligations (including, without limitation, the Mortgage Notes) secured by this Mortgage, the assurance of the security represented by this Mortgage, and incident to the enforcement of said obligations and this Mortgage, and such fees and charges shall be secured by the lien of this Mortgage. ----------

-----(h) Priority of Lien: Obligation to Cancel Mortgages. Mortgagor covenants and agrees that this Mortgage is and will be maintained as a valid first mortgage lien on the Mortgaged Property junior only to the liens and encumbrances described in paragraph SECOND of this public deed,

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if any. Mortgagor shall execute such documents and perform such acts as necessary or convenient in order to keep or maintain this Mortgage as a valid first mortgage lien on the Mortgaged Property, junior only to the liens and encumbrances described in paragraph SECOND of this public deed, if any. ----------

----------(i) After Acquired Mortgaged Property. All property of every kind acquired by the Mortgagor after the date hereof which, by the terms hereof, is required or intended to be subjected to the lien of this Mortgage shall, immediately upon the acquisition thereof by the Mortgagor, and without any further mortgage, conveyance, assignment or transfer, become subject to the lien of this Mortgage. The Mortgagor will do, execute, acknowledge and deliver all and every such further acts, conveyances, mortgages, and assurances as the Mortgagees shall reasonably require for accomplishing the purposes of this Mortgage. If any action or proceeding shall be instituted to recover possession of the Mortgaged Property or for the foreclosure of any other mortgage or for any other purpose affecting the Mortgaged Property or this Mortgage, the Mortgagor will immediately, upon service thereof on or by the Mortgagor, deliver to the Mortgagees a true copy of each precept, petition, summons, complaint, notice of motion, order to show cause, and all other process, pleadings and papers, however designated, served in any such action or proceeding. ----------

--------(j) Waiver and Modification: Fees and Expenses in Event of Redemption or Foreclosure. Whether or not for additional interest or other consideration paid or payable to the Mortgagees, no forbearance on the part of the Mortgagees or extension of the time for the payment of the whole or any part of the obligations secured hereby, whether oral or in writing, or any other indulgence given by the Mortgagees to Mortgagor or to any other party claiming any interest in or to the Mortgaged Property, shall operate to release or in any manner affect the original liability of

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Mortgagor, or the priority of this Mortgage or to limit, prejudice or impair any right of the Mortgagees, including, without limitation, the right to realize upon the security, or any part thereof, for the obligations secured hereby or any of them, notice of any such extension, forbearance or indulgence being hereby waived by Mortgagor and all those claiming by, through or under Mortgagor. No consent or waiver, express or implied, by the Mortgagees to or of any default by Mortgagor shall be construed as a consent or waiver to or of any further default in the same or any other term, condition, covenant or provision of this Mortgage or of the obligations secured hereby. In case pursuant to the laws of the Commonwealth of Puerto Rico redemption is had by Mortgagor after foreclosure proceedings have begun, the Mortgagees shall be entitled to collect all costs, charges and expenses incurred up to the time of redemption. ----------

------(k) Fixtures and Equipment. Mortgagor hereby grants to the Mortgagees to secure the payment and performance of the obligations under the Mortgage Notes and also to secure the performance of all agreements and covenants herein contained, a security interest in all chattels referred to in clause (f) of paragraph SIXTH and all fixtures located on or appertaining to the Mortgaged Property, now owned or hereafter acquired by Mortgagor (and all accessions thereto and the proceeds thereof). The Mortgagor covenants and agrees that, upon the subsequent acquisition of such fixtures or chattels, it will provide to the Mortgagees such further assurances as may be required by the Mortgagees to establish the Mortgagees' security interest in such fixtures or chattels. Mortgagor shall execute, deliver and cause to be recorded and filed from time to time with all necessary public offices, at Mortgagor's sole cost and expense, such instruments as will maintain the Mortgagees' priority of security in all fixtures and chattels.----------

------(l) Right of Mortgagees to Cure Default. If a default shall occur

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hereunder, under the Mortgage Notes and/or any obligation(s) secured by the pledge and/or assignment of the Mortgage Notes, beyond any applicable grace period, the Mortgagees shall have the right, after five (5) days prior written notice to Mortgagor, but without any obligation so to do, to cure such default for the account of Mortgagor. Without limiting the generality of the foregoing, Mortgagor hereby authorizes the Mortgagees to pay, at its option, all taxes, sewer use fees, water rates and assessments and other Impositions, with interest, costs and charges accrued thereon, which may at any time be a lien upon the Mortgaged Property, or any part thereof; to pay the premiums for any insurance required hereunder; to incur and pay reasonable expenses in protecting its rights hereunder and the security hereby granted; to pay any balance due and delinquent under any security agreement on any fixtures and equipment included as a part of the Mortgaged Property; and the payment of all amounts so incurred shall be secured hereby as fully and effectually as any other obligation of Mortgagor secured hereby. ----------

------(m) Notices. All notices, requests and other communications made or required to be given pursuant to this Mortgage shall be given to such address and in such manner as Mortgagor and Mortgagees may have furnished in writing to each other, respectively.----------

------(n) Successors and Assigns: Joint and Several Liability: Partial Invalidity. All the covenants and agreements of Mortgagor herein contained shall be binding upon Mortgagor and the executors, administrators, successors and assigns of Mortgagor. In case any one or more of the provisions of this Mortgage may be found to be invalid, or unenforceable for any reason or in any respect, such invalidity or unenforceability shall not limit or impair enforcement of any other provision thereof. ----------

------All benefits and agreements of Mortgagees herein contained shall be binding upon Mortgagees, their successors, assigns and future holder(s) of the Mortgage Notes.----------

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------(o) Modification. No change, amendment, modification, cancellation or discharge of this Mortgage, or any part hereof, shall be valid unless in writing and signed by the parties hereto or their respective successors and assigns. ----------

------(p) Captions. Section headings are inserted for convenience of reference only. They do not form part of this Mortgage and shall be disregarded for purposes of the interpretation of the terms of this Mortgage.----

---**EIGHTEENTH**: The Mortgage Notes referred to in paragraph THIRD of this public deed consist of two mortgage notes, one to the order of LOZADA-YEPES (the "Lozada-Yepes Mortgage Note") and one to the order of ANTONIO (the "Antonio Mortgage Note"). The Mortgage Notes are literally transcribed herein as follows: ----------

----------(A) The Lozada-Yepes Mortgage Note:----------

"----------MORTGAGE NOTE ----------

---VALUE: ($337,500) ----------DUE: July 13, 2025 ------

---FOR VALUE RECEIVED, the undersigned promises to pay to the order of FRANK LOZADA CONTRERAS and DAMARIS YEPES RUIZ the principal sum of THREE HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($337,500), with no interest and payable in full on the second (2nd) anniversary of the execution of this Mortgage Note, that is on July thirteen (13), two thousand twenty-five (2025). The principal payment shall be made at the office or domicile of the bearer within the Commonwealth of Puerto Rico, or at such other place as the bearer may from time to time designate in writing. ----------

---If the undersigned fails to pay the principal amount outstanding under this Mortgage Note on the date of maturity hereof, the obligation shall thereafter accrue interest at a rate per annum equal to five percent (5%), effective from the date of the default and until final payment of the obligation evidenced hereunder. The application of the default interest rate shall not be construed as a waiver of any other right of the holder of this Mortgage Note, including the right to demand payment, declare an event of default or take any other action it may be entitled to take.--------

---The undersigned hereby waives presentment, protest, demand and notice of non-payment. ----------

---This Mortgage Note is secured by a mortgage constituted by Deed Number Nine (9), executed on July thirteen (13), two thousand twenty-three (2023), in San Juan, Puerto Rico, before Notary Jorge Antonio Morales Cordero, and the holder of this Mortgage Note is entitled to the benefit and security of all of the provisions and conditions set forth in said Deed of Mortgage. ----------

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---This Mortgage Note is in *pari-passu* rank and priority with a mortgage note issued by the undersigned on this same date, to the order of ANTONIO LOZADA CONTRERAS, in the principal sum of THREE HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($337,500), secured by the aforementioned mortgage.--------

---Should the holder of this note undertake legal proceedings for the collection hereof, the undersigned (i) agrees to pay an additional liquidated sum equal to ten percent (10%) of the principal amount of this note to cover attorneys' fees, court costs and expenses; and (ii) submits to the venue selected by said holder for such legal proceedings. ----------

---In San Juan, Puerto Rico, on this thirteenth (13th) day of July, two thousand twenty-three (2023). ----------

---CABO ROJO LAND ACQUISITION LLC ----------
---[Signed] ----------
---[By: Gladys Omayra Fontánez Reyes]----------
---[Title: Authorized Representative]----------

---Affidavit No.: 12,359 ----------

---Acknowledged and subscribed before me in San Juan, Puerto Rico, on this thirteenth (13th) day of July, two thousand twenty-three (2023), by Gladys Omayra Fontánez Reyes, in her capacity as Authorized Representative of Cabo Rojo Land Acquisition LLC, who is personally known to me. ----------

---[Signed: Jorge A. Morales Cordero] ----------
---Notary ----------
---[Notarial Seal]" ----------

----------(B) The Antonio Mortgage Note: ----------

"----------MORTGAGE NOTE ----------

---VALUE: ($337,500) ----------DUE: July 13, 2025 ------

---FOR VALUE RECEIVED, the undersigned promises to pay to the order of ANTONIO LOZADA CONTRERAS the principal sum of THREE HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($337,500), with no interest and payable in full on the second (2nd) anniversary of the execution of this mortgage note, that is on July thirteen (13), two thousand twenty-five (2025). The principal payment shall be made at the office or domicile of the bearer within the Commonwealth of Puerto Rico, or at such other place as the bearer may from time to time designate in writing. ----------

---If the undersigned fails to pay the principal amount outstanding under this Mortgage Note on the date of maturity hereof, the obligation shall thereafter accrue interest at a rate per annum equal to five percent (5%), effective from the date of the default and until final payment of the obligation evidenced hereunder. The application of the default interest rate shall not be construed as a waiver of any other right of the holder of this Mortgage Note, including the right to demand payment, declare an event of default or take any other action it may be entitled to take.--------

---The undersigned hereby waives presentment, protest, demand and notice of non-payment. ----------

---This Mortgage Note is secured by a mortgage constituted by Deed Number Nine (9), executed on July thirteen (13), two thousand twenty-

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three (2023), in San Juan, Puerto Rico, before Notary Jorge Antonio Morales Cordero, and the holder of this Mortgage Note is entitled to the benefit and security of all of the provisions and conditions set forth in said Deed of Mortgage. ----------

---This Mortgage Note is in *pari-passu* rank and priority with a mortgage note issued by the undersigned on this same date, to the order of FRANK LOZADA CONTRERAS and DAMARIS YEPES RUIZ, in the principal sum of THREE HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($337,500), secured by the aforementioned mortgage. ----------

---Should the holder of this note undertake legal proceedings for the collection hereof, the undersigned (i) agrees to pay an additional liquidated sum equal to ten percent (10%) of the principal amount of this note to cover attorneys' fees, court costs and expenses; and (ii) submits to the venue selected by said holder for such legal proceedings. ----------

---In San Juan, Puerto Rico, on this thirteenth (13th) day of July, two thousand twenty-three (2023). ----------

---CABO ROJO LAND ACQUISITION LLC ----------
---[Signed] ----------
---[By: Gladys Omayra Fontánez Reyes]----------
---[Title: Authorized Representative]----------

---Affidavit No.: 12,360 ----------

---Acknowledged and subscribed before me in San Juan, Puerto Rico, on this thirteenth (13th) day of July, two thousand twenty-three (2023), by Gladys Omayra Fontánez Reyes, in her capacity as Authorized Representative of Cabo Rojo Land Acquisition LLC, who is personally known to me. ----------

---[Signed: Jorge A. Morales Cordero] ----------
---Notary ----------
---[Notarial Seal]" ----------

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

---**NINETEENTH:** Various Sums. (i) The amount of the mortgage credit constituted and created to secure payment of the Mortgage Notes is SIX HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($675,000). ----------

-----(ii) The "interest credit" is SIXTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($67,500).----------

-----(iii) The "credit for additional advances" is SIXTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($67,500).----------

-----(iv) The "credit for liquidated damages" is SIXTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($67,500).----------

-----(v) The "Foreclosure Valuation" is SIX HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($675,000).----------

PLL
G.J.F.R.

---**TWENTHIETH:** Mortgagee. LOZADA-YEPES and ANTONIO hereby acknowledge receipt of the originals of the Mortgage Notes from Mortgagor. ----------

----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ----------

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstract was prepared by Capital Title Services Inc. and is dated June thirty (30), two thousand twenty-three (2023);----------

-----(c) that subsequent to the date of such title abstract and before the presentation for recording of this public deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this public deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry as of the date of the title abstract. ----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification; ----------

-----(e) the right of the BUYER to obtain a title insurance policy that

JORGE A. MORALES CORDERO ABOGADO NOTARIO

ALL

G.D.F.R.

guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, *et seq.*;----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property;----------

-----(h) of the importance of recording a copy of this Deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this Deed is not recorded at the Registry; ----------

-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property;----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations;----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its contents.----------

-----(l) of the need and consequences to the SELLERS of filing the *Planilla Informativas Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles* with the Puerto Rico Treasury Department; and --------

-----(m) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et seq.*, is of application. The foregoing statute, and the regulations

JORGE A. MORALES CORDERO ABOGADO NOTARIO

promulgated thereunder, impose on the Seller, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the seller and its agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed. ----------

----------**READING, ACCEPTANCE AND EXECUTION** ----------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their initials on each page thereof. ----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

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MORELL · CARTAGENA · DAPENA

JORGE ANTONIO MORALES CORDERO

Plaza 273 Suite 700
273 Ponce de León
San Juan, PR 00917-1934
787-723-1233; 787-729-1974
jorge.morales@mbcdlaw.com

CERTIFIED COPY OF DEED NUMBER THIRTY-SEVEN (37)

PURCHASE AND SALE

EXECUTED IN SAN JUAN, PUERTO RICO
ON NOVEMBER 9, 2023

BEFORE:

JORGE ANTONIO MORALES CORDERO

BY:

ISMAEL TEXIDOR PAGÁN
LILLIAM BIRRIEL OROZCO

("SELLERS")

AND

CABO ROJO LAND ACQUISITION LLC

("BUYER")

----------**DEED NUMBER THIRTY-SEVEN (37)**----------

----------**PURCHASE AND SALE** ----------

---In San Juan, Puerto Rico, on November nine (9), two thousand twenty-three (2023). ----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with residence and offices in San Juan, Puerto Rico.----------

----------**APPEAR**----------

---AS THE PARTY OF THE FIRST PART: **ISMAEL TEXIDOR PAGÁN**, of legal age, single, property owner and resident of Locust Grove, Virginia, United States of America (hereinafter, "Ismael") --------

---AS THE PARTY OF THE SECOND PART: **LILLIAM BIRRIEL OROZCO**, of legal age, single, property owner and resident of Carolina, Puerto Rico (hereinafter, "Lilliam"). ----------

---Ismael and Lilliam will be sometimes referred to jointly as, "Sellers."

---AS THE PARTY OF THE THIRD PART: **CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "Buyer"), a limited liability company organized, existing and in good standing under the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, GLADYS OMAYRA FONTÁNEZ REYES, who is of legal age, single, attorney at law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this Deed arises from a Certificate of Resolution of Buyer signed by Eileen Sawyer, as Manager of Buyer, on November six (6), two thousand twenty-three (2023), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engines of the Department of State and the Office of Information Technology Services of the State of New York. I further certify that I

JORGE A. MORALES CORDERO ABOGADO NOTARIO

have examined the aforesaid Certificate of Resolution of Buyer and that it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law, to authorize Ms. Fontánez Reyes to appear herein on behalf of Buyer. ----------

---I hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective age, civil status, occupation and residence. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily,----------

----------**STATE AND AGREE**----------

---**FIRST:** Sellers are the sole owners in fee simple title ("*pleno dominio*") and have the possession of the parcel of land described in the Spanish language as follows (hereinafter, the "Property"): ----------

---"RÚSTICA: Solar marcado con el número uno (1) en el Plano de Inscripción radicado en el Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida de tres mil ochocientos cuarenta punto tres mil trecientos cincuenta y cinco metros cuadrados (3,840.3355 m.c.), equivalentes a cero punto nueve mil setecientos setenta y una (0.9771) cuerdas. En lindes por el NORTE, con una alineación de treinta y seis punto cero veintidós (36.022) metros lineales, con un área dedicada única y exclusivamente a uso público, marcada Zona Marítima en el Plano de Inscripción denominado "A" dedicarse a Zona Marítimo terrestre y que la separa de la Zona Marítima y el Mar Caribe; por el SUR, en una alineación de treinta y cuatro punto novecientos setenta y dos (34.972) metros lineales, con una servidumbre de paso de diez (10.00) metros de ancho a lo largo de dicha colindancia de los cuales cinco (5) metros pertenecen a la parcela aquí segregada y descrita, con el solar marcado cinco (5) a segregarse según el Plano de Inscripción el cual es parte de la finca principal de la cual se segrega; por el ESTE, en una alineación de ciento catorce punto ciento veintinueve (114.129) metros lineales, con un solar marcado número dos (2), a segregarse según el Plano de Inscripción y que forma parte de la finca principal de la cual se segrega; y por el OESTE, en una alineación de ciento cinco punto cuatrocientos noventa y siete (105.497) metros lineales, con una servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5) pertenecen a esta parcela, y que la separa de la parcela cuarenta y dos (42) de Enrique Carlo Aymat." ----------

---The Property is identified in the Registry of Property of Puerto Rico (the "Registry") as property number 29,700, recorded at page 214 of volume 875 of Cabo Rojo, San Germán section of the Registry.----------

---The tax identification number ("*número de catastro*") assigned to the

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Property by the Municipal Revenues Collection Center ("CRIM") is 402-007-327-01-000. ----------

---The Property was acquired by Sellers, while being married to each other, pursuant to Deed Number Five (5), executed in Cabo Rojo, Puerto Rico, on June seventeen (17), two thousand twenty (2020), before Notary Laura R. Domínguez Llerandi, filed and pending recordation at *Karibe* entry 2020-035888-SG01. The matrimony of Ismael and Lilliam was terminated and dissolved pursuant to a judgment issued on October thirteen (13), two thousand twenty-three (2023) by the Puerto Rico Court of First Instance, Carolina part, under Case Number CA2023RF00374, entered by the court's clerk on October twenty-four (24), two thousand twenty-three (2023). By its own terms, the divorce judgment is firm and final from the date of entry thereof. Therefore, Ismael and Lilliam appear herein to sell, convey and transfer to Buyer their undivided participations in the Property. ----------

----------**LIENS AND ENCUMBRANCES** ----------

---By its origin, the Property is subject to restrictive conditions of use and construction. ----------

---By itself, the Property is subject to: ----------

----(A) Easement for the benefit of the Property, as dominant estate, constituted over properties number 29,702, 29,703 and 18,803, recorded at page 214 of volume 875 of Cabo Rojo, marginal note under inscription first (1st) of the Property. ----------

----(B) Mortgage (hereinafter, the "Mortgage") to secure a promissory note in the principal sum of One Hundred Sixteen Thousand Two Hundred Fifty Dollars ($116,250), payable to *Cooperativa de Ahorro y Crédito de Cabo Rojo*, or its order ("Mortgagee"), with annual interest at eight point five percent (8.5%), payable on demand, constituted pursuant to Deed Number Sixteen (16), executed in Cabo Rojo, Puerto Rico, on June seventeen (17), two thousand twenty (2020), before Notary Jessica

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Rodríguez Camacho, filed and pending recordation at *Karibe* entry 2020-035897-SG01. The Mortgage will be cancelled by Seller after the execution of the present Deed, as more particularly set forth below-------

---**SECOND:** On May twenty-two (22), two thousand twenty-three (2023), Sellers granted to Buyer's affiliate, PR INVESTCO LLC ("PR Investco"), an option to purchase the Property, pursuant to a *Sales Contract* (hereinafter, the "Purchase Agreement") executed on such date. The parties hereto acknowledge and agree that PR Investco has assigned to Buyer all of its rights and obligations under the Purchase Agreement, and that Buyer is the permitted assignee and successor of PR Investco thereunder. ----------

----------**PURCHASE AND SALE**----------

---**THIRD:** In accordance with the Purchase Agreement, Sellers hereby sell, convey and transfer fee simple title ("*pleno dominio*") to the Property and the possession thereof to Buyer, and Buyer hereby purchases from Sellers fee simple title ("*pleno dominio*") to the Property and the possession thereof, in accordance with the following ----------

----------**TERMS AND CONDITIONS**----------

-----One: The purchase price of the Property is the lump sum of **ONE MILLION DOLLARS ($1,000,000)** (hereinafter the "Purchase Price").

-----Two: The Purchase Price has been paid as follows: ----------

----------A. The sum of One Hundred Thousand Dollars ($100,000) was paid by Buyer to Sellers concurrently with the execution of the Purchase Agreement, which amount is being applied in its entirety to the Purchase Price;----------

---------B. The amount of One Hundred One Thousand Seven Hundred Ninety-Two Dollars and Twenty-Eight Cents ($101,792.28) is being retained by Buyer to pay in full the outstanding balance of the loan guaranteed by the Mortgage, which sum will be delivered to Mortgagee immediately after the execution of the present Deed; and----------

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---------C. The sum of Seven Hundred Ninety-Eight Thousand Two Hundred Seven Dollars and Seventy-Two Cents ($798,207.72) has been paid by Buyer to Sellers concurrently with the execution hereof, and Sellers hereby acknowledge receipt thereof.----------

-----Three: Buyer acknowledges that the cancellation of the Mortgage at the Registry is subject to the production by Mortgagee of the original mortgage note and the execution and presentation of the corresponding deed of cancellation of mortgage. ----------

-----Four: Buyer shall be entitled to the immediate possession of the Property, without any additional formality, document or request. ---------

-----Five: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of Sellers and, thereafter, for the account of Buyer. ----------

-----Six: Sellers hereby deliver to Buyer fee simple title to the Property, vacant, and free and clear of all liens, encumbrances or defects, except as otherwise provided herein. ----------

-----Seven: Buyer specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) Sellers hereby sell and Buyer hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from Sellers or any of Sellers' agents, employees, members, representatives, attorneys or brokers (each such party, a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by Sellers to Buyer (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion

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thereof, its facilities, soils, geology, and groundwater; (b) the dimensions, area, and size of the Property; (c) the development or income potential, or rights of or relating to the Property or the adequacy of the Property for any particular purpose, (d) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of Buyer or any other person to obtain any necessary governmental approvals, licenses, or permits for Buyer's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters regarding the operation of the Property. Buyer further acknowledges and agrees that Sellers are under no duty to make any inquiry regarding any matter that may or may not be known to Sellers or any Seller Affiliate. Upon execution of this public deed, Buyer shall assume the risk of adverse matters relating to adverse investigations, and Buyer, upon execution of this public deed, shall be deemed to have waived, relinquished and released Sellers and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which Buyer might have asserted or alleged or may assert or allege in the future against Sellers or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution of this deed. ----------

-----Eight: Sellers represent and warrant to Buyer that, to the best of

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Sellers' knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that, to the best of Sellers' knowledge, the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----Nine: The notarial fees, stamps on the original, stamps on the first certified copy, filing and recording rights of this Deed at the Registry will be paid by Buyer.----------

-----Ten: This Deed will be interpreted and governed in accordance with the laws of the Commonwealth of Puerto Rico. The appearing parties submit themselves to the exclusive jurisdiction of the Court of First Instance of the Commonwealth of Puerto Rico in the event of any litigation arising out of this Deed.----------

-----Eleven: All notices to the parties pursuant to this Deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

----TO SELLERS: ----------

------ISMAEL TEXIDOR PAGÁN ----------
------109 Seven Pines Dr. ----------
------Locust Grove, Virginia 22508 ----------
------Electronic Mail: itp19654444@yahoo.com----------

------LILLIAM BIRRIEL OROZCO ----------
------Urb. José S. Quiñones, 263 Calle 9 ----------
------Carolina, Puerto Rico 00985 ----------
------Electronic Mail: lilliam.bo10@gmail.com----------

----TO BUYER:----------

------CABO ROJO LAND ACQUISITION LLC ----------
------733 Third Avenue ----------
------New York, NY 10017 ----------
------Attention: Eileen Sawyer ----------
------Electronic Mail: roberto.ruiz@ccgc.com.do----------

-----Eleven: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

-----Twelve: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the remaining provisions of this Deed will continue in full

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force and effect.----------

-----Thirteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver such documents or instruments, public or private, which may be necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any correction deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of Buyer, except that each party shall bear the fees of their respective counsel.----------

---**FOURTH:** Non-Resident Withholding. The authorizing Notary advises the parties that Section 1062.08 (g) of the Puerto Rico Internal Revenue Code of 2011, as amended (the "Tax Code"), 13 L.P.R.A. § 30278, requires the buyer of real property to withhold an amount equivalent to fifteen percent (15%) of the purchase price, to any United States citizen not residing in Puerto Rico during the tax year on which the sale transaction is consummated. For purposes of the relevant provisions of the Tax Code, "purchase price" means the total payment(s) made by the buyer under the purchase deed, reduced by: ----------

-----(a) the price for which seller acquired the property, as reflected in the corresponding public deed or private acquisition instrument. ----------

-----(b) the notarial tariff, internal revenue stamps and recordation fees paid by seller in connection with the cancellation of mortgages over the property; and ----------

-----(c) the commission paid by seller to the real estate agent in connection with the sale of the property.----------

---The Tax Code does not allow for any deduction in addition to the above items. Buyer is hereby advised by the Notary that if the non-

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

resident withholding is not made as required by the Tax Code, Buyer will be liable before the Secretary of the Treasury for the payment of all amounts that should have been withheld. ----------

---**FIFTH:** The Notary advises Buyer as to the importance of filing the corresponding property change of ownership application before the CRIM, and to obtain, prior to the execution of this deed, a certification indicating whether any sums related to property taxes are owed by Sellers. Pursuant to applicable law, Buyer is responsible for filing at the CRIM the corresponding application for property tax exemption and /or change of ownership, within thirty (30) days from the date of execution hereof. Buyer hereby declares that it is fully aware of the aforementioned obligations and releases the undersigned Notary from this responsibility.

----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ---

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstract was prepared by Capital Title Services Inc. and is dated October thirty (30), two thousand twenty-three (2023);----------

-----(c) that after the date of such title abstract and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry as of the date of

JORGE A. MORALES CORDERO
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the title abstract.----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification; ----------

-----(e) of the right of the Buyer to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.;----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property;----------

-----(h) of the importance of recording a copy of this deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this deed is not recorded at the Registry;----------

-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property;----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations;----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its contents.----------

JORGE A. MORALES CORDERO
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-----(l) of the need and consequences to the Sellers of filing the *Planilla Informativa Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles* with the Puerto Rico Treasury Department; and ----------

-----(m) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et seq.*, is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Sellers, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the Sellers and their agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed. ----------

----------**READING, ACCEPTANCE AND EXECUTION** ----------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their

JORGE A. MORALES CORDERO
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initials on each page thereof. ----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

---Signed, sealed, marked and flourished by the authorizing Notary, Jorge Antonio Morales Cordero. ----------

---Therein also appear the signature of the appearing parties and their initials on the margin of each page. The corresponding internal revenue stamps, legal assistant stamps and the notarial tax stamp are adhered thereon. ----------

---I, the Notary, CERTIFY that the foregoing is a true and exact copy of Deed Number Thirty-Seven (37), which contains twelve (12) pages (folios), the original of which forms part of my protocol of public instruments for the year two thousand twenty-three (2023). ----------

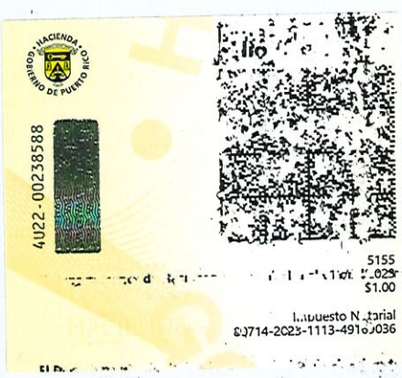
---IN WITNESS WHEREOF, and to deliver to Cabo Rojo Land Acquisition LLC, I issue the first certified copy, which I sign, seal, mark and flourish in San Juan, Puerto Rico, on November nine (9), two thousand twenty-three (2023). ----------

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

NOTARY

JORGE A. MORALES CORDERO
ABOGADO NOTARIO







DEPARTAMENTO *de* JUSTICIA
ESTADO LIBRE ASOCIADO DE PUERTO RICO

CERTIFICACIÓN DEL NOTARIO QUE PRESENTA DOCUMENTO EN EL REGISTRO DE LA PROPIEDAD INMOBILIARIA DE PUERTO RICO POR LA VÍA TELEMÁTICA

CERTIFICO: Que la copia en formato PDF de la Escritura Núm. Treinta y Siete (37), sobre Compraventa ("*Purchase and Sale*"), autorizada por mí en San Juan el nueve (9) de noviembre de dos mil veintitrés (2023), que estoy presentando en esta fecha en el Registro de la Propiedad, es una copia fiel y exacta de la copia certificada de dicha escritura.

En San Juan, Puerto Rico, hoy trece (13) de noviembre de dos mil veintitrés (2023).

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

Notario

CONTRATO DE PROMESA RECIPROCA DE COMPRAVENTA

En San Juan, Puerto Rico, a dos (2) de octubre de dos mil veintitrés (2023),

COMPARECEN:

DE LA PRIMERA PARTE: FIDEICOMISO I.V.G., un fideicomiso organizado y existente al amparo de las leyes de Puerto Rico, creado mediante la Escritura Número Treinta y Cuatro (34), otorgada en Mayaguez, Puerto Rico, el dieciocho (18) de agosto del año dos mil nueve (2009), ante el notario público Luis Roberto Santos (en adelante el "FIDEICOMISO"). Comparece en representación del FIDEICOMISO, su fiduciaria, PEMARIS GONZALEZ SUAREZ, quien es mayor de edad, soltera, ama de casa y vecina de Cabo Rojo, Puerto Rico (en adelante la "FIDUCIARIA");

DE LA SEGUNDA PARTE: ILLIANEDMARIS VEGA GONZALEZ, mayor de edad, soltera, propietaria y vecina de Barceloneta, Puerto Rico, quien comparece a este contrato en su carácter de beneficiaria del FIDEICOMISO (en adelante la "BENEFICIARIA" o "ILLIANEDMARIS");

DE LA TERCERA PARTE: PEMARIS GONZALEZ SUAREZ, en su carácter personal, quien es mayor de edad, soltera, ama de casa y vecina de Barceloneta, Puerto Rico (en adelante "PEMARIS");

D.F.R. I.V.G. I.V.G.

DE LA CUARTA PARTE: BAHIA BONITA, INC., una corporación que fue organizada y existente al amparo de las leyes de Puerto Rico con el número de registro uno tres nueve tres cuatro cuatro (139344), cuyo Certificado de Incorporación fue revocado el día dieciséis (16) de abril de dos mil catorce (2014) a las doce y un minuto de la mañana (12:01 am) (en adelante "BAHIA BONITA"), representada en este contrato por ILLIANEDMARIS, quien es la única heredera del único accionista conocido de BAHIA BONITA, el fenecido Francisco Vega Montalvo.

DE LA QUINTA PARTE: CABO ROJO LAND ACQUISITION LLC (en adelante la "COMPRADORA" o la "PARTE COMPRADORA"), una sociedad de responsabilidad limitada organizada y existente al amparo de las leyes del Estado Libre Asociado de Puerto Rico, con el número de seguro social patronal 66-0920011, representada en este contrato por su Representante Autorizada, GLADYS OMAYRA FONTANEZ REYES, mayor de edad, soltera, abogada y vecina de San Juan, Puerto Rico, quien está debidamente autorizada para representar a la COMPRADORA en el presente contrato, según surge de "Certificate of Resolution of CABO ROJO LAND ACQUISITION LLC", firmada en Nueva York, Estados Unidos de América, por Eileen Sawyer, en su capacidad de gerente de CABO ROJO LAND ACQUISITION LLC, el veintiuno (21) de septiembre de dos mil veintitrés (2023), ante el notario público de Nueva York Eric Orenstein; y

DE LA SEXTA PARTE: JOSÉ ENRIQUE PEREZ CRUZ, también conocido como José E. Pérez (en adelante el "CORREDOR"), quien es mayor de edad, casado, vecino

de Bayamón, Puerto Rico y corredor de bienes raíces con licencia de Puerto Rico número 10478; y libre y voluntariamente

EXPONEN Y CONVIENEN:

PRIMERO: BAHIA BONITA es dueña en pleno y absoluto dominio y tiene la posesión quieta y pacífica de una (1) parcela de terreno localizada en Boquerón, Cabo Rojo, Puerto Rico, la cual tiene la siguiente descripción legal según el Registro de la Propiedad de Puerto Rico (el "Registro") y la cual será denominada el "INMUEBLE UNO (1)" en adelante en el presente contrato:

INMUEBLE UNO (1)

"RUSTICA: Parcela marcada con el número treinta y cuatro (34) del Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida de cinco cuerdas (5.0000 cdas.) equivalentes a una (1) hectárea, noventa y seis (96) áreas, y sesenta (60) centiáreas. En lindes, por el NORTE, con las parcelas número veinte (20) y veintiuno (21) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela; por el SUR, con la parcela número treinta y cinco (35) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela; por el ESTE, con la parcela número ciento diez (110) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela; y por el OESTE, con las parcelas número veintidós (22) y veintitrés (23) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela.

El INMUEBLE UNO (1) está inscrito a favor de BAHIA BONITA al folio doscientos sesenta y cinco (265) del tomo quinientos nueve (509) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos ochenta y seis (18,786).

BAHIA BONITA adquirió el INMUEBLE UNO (1), mediante la escritura número cincuenta y ocho (58), otorgada en Mayaguez, Puerto Rico, el día seis (6) de abril de dos mil cuatro, ante el notario público Luis Roberto Santos, inscrita al folio ciento veintisiete (127) del tomo ochocientos cuarenta y uno (841) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos ochenta y seis (18,786), inscripción cuarta (4ta.).

Según el Registro, el INMUEBLE UNO (1), por su procedencia, está libre de cargas y gravámenes.

Según el Registro, por sí, el INMUEBLE UNO (1) está sujeto a:

(a) Condiciones Restrictivas, constituidas mediante la escritura número ciento treinta y tres (133), otorgada en Mayaguez, Puerto Rico, el día veinte (20) de noviembre de dos

mil tres (2003), ante el notario público Luis Roberto Santos, inscrita al folio ciento veintisiete (127) del tomo ochocientos cuarenta y uno (841) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos ochenta y seis (18,786), inscripción tercera (3ra.); y

(b) Hipoteca en garantía de un pagaré a favor del portador, o a su orden, por la suma de principal de un millón quinientos setenta y un mil cuatrocientos veintiocho dólares con cincuenta y cuatro centavos ($1,571,428.54), de los cuales el INMUEBLE UNO (1) responde por ciento cuarenta y dos mil ochocientos cincuenta y siete dólares con catorce centavos ($142,857.14), sin intereses, vencedero a la presentación, constituida la hipoteca mediante la escritura número cincuenta y nueve (59) otorgada en Mayaguez, Puerto Rico, el día seis (6) de abril de dos mil cuatro (2004), ante el notario público Luis Roberto Santos, e inscrita al folio ciento veintisiete (127) del tomo ochocientos cuarenta y uno (841) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos ochenta y seis (18,786), inscripción quinta (5ta.).

El número de catastro asignado por el Centro de Recaudación de Ingresos Municipales ("CRIM") al INMUEBLE UNO (1) es el cuatrocientos dos guión cero diecinueve guión trescientos veintisiete guión sesenta y ocho guión cero cero cero (402-019-327-68-000).

SEGUNDO: El FIDEICOMISO es dueño en pleno y absoluto dominio y tiene la posesión quieta y pacífica de una (1) parcela de terreno localizada en Boquerón, Cabo Rojo, Puerto Rico, la cual tiene la siguiente descripción legal según el Registro y la cual será denominada el "INMUEBLE DOS (2)" en adelante en el presente contrato:

INMUEBLE DOS (2)

"RUSTICA: Parcela marcada con el número treinta y cinco (35) del Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de diecinueve mil seiscientos cincuenta y nueve punto veinticinco metro cuadrados (19,659.25 m.c.), equivalentes a cinco punto cero cero diecinueve (5.0019) cuerdas. En lindes, por el NORTE, con su camino de acceso de once (11.00) metros de ancho el cual lo separa de la parcela doce (12) de Monte Carlo Development Corporation y de la parcela cuarenta y siete (47) de Ricardo E. Carlo Díaz; por el SUR, con Carment Cecilia Fas; por el ESTE, con la parcela número cincuenta y dos (52) de Monte Carlo Development Corporation; y por el OESTE, con la parcela número treinta y seis (36) de Carlos J. Meléndez, antes Monte Carlo Development Corporation."

El INMUEBLE DOS (2) está inscrito al folio doscientos setenta y uno (271) del tomo quinientos nueve (509) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos ochenta y siete (18,787).

El FIDEICOMISO adquirió el INMUEBLE DOS (2), mediante cesión y transferencia que le hiciera BAHIA BONITA al FIDEICOMISO mediante la escritura número treinta y cuatro (34), otorgada en Mayaguez, Puerto Rico, el día dieciocho (18) de agosto de dos mil nueve (2009), ante el notario público Luis Roberto Santos (en adelante la "ESCRITURA 34"), presentada el día veintiséis (26) de agosto de dos mil nueve (2009) al asiento novecientos (900) del diario setecientos sesenta y ocho (768) de Cabo Rojo, Sección de San Germán del Registro y vuelta a presentar el día veintisiete (27) de noviembre de dos mil veintidós (2022), al asiento dos mil veintidós guión uno cinco uno seis uno tres guión SG cero uno (2022-151613-SG01) del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

Según el Registro, el INMUEBLE DOS (2), por su procedencia, está libre de cargas y gravámenes.

Según el Registro, por sí, el INMUEBLE DOS (2) está sujeto a:

(a) Condiciones Restrictivas, constituidas mediante la escritura número ciento treinta y tres (133), otorgada en Mayaguez, Puerto Rico, el día veinte (20) de noviembre de dos mil tres (2003), ante el notario público Luis Roberto Santos, inscrita al folio ciento treinta y seis (136) del tomo ochocientos cuarenta y uno (841) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos ochenta y siete (18,787), inscripción tercera (3ra.);

(b) Hipoteca en garantía de un pagaré a favor del portador, o a su orden, por la suma de principal de un millón quinientos setenta y un mil cuatrocientos veintiocho dólares con cincuenta y cuatro centavos ($1,571,428.54), de los cuales el INMUEBLE DOS (2) responde por ciento cuarenta y dos mil ochocientos cincuenta y siete dólares con catorce centavos ($142,857.14), sin intereses, vencedero a la presentación, constituida la hipoteca mediante la escritura número cincuenta y nueve (59) otorgada en Mayaguez, Puerto Rico, el día seis (6) de abril de dos mil cuatro (2004), ante el notario público Luis Roberto Santos, e inscrita al folio ciento treinta y seis (136) del tomo ochocientos cuarenta y uno (841) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos ochenta y siete (18,787), inscripción quinta (5ta.); y

(c) Hipoteca en garantía de un pagaré a favor de PEMARIS y Fernando Alberto Diez Antongiorgi, o a su orden, por la suma principal de un millón ochocientos mil dólares ($1,800,000), respondiendo el INMUEBLE DOS (2) por cien mil dólares ($100,000), sin intereses, vencedero en cinco (5) años, constituida la hipoteca mediante la escritura número treinta y cinco (35), otorgada en Mayaguez, Puerto Rico, el día dieciocho (18) de agosto de dos mil nueve (2009), ante el notario público Luis Roberto Santos, presentada el día veintiséis (26) de agosto de dos mil nueve (2009), al asiento novecientos uno (901), del diario setecientos sesenta y ocho (768) de Cabo Rojo, Sección de San Germán del Registro y vuelta a presentar el día veintidós (22) de noviembre de dos mil veintidós (2022), al asiento dos mil veintidós guión uno cinco uno seis dos tres guión SG cero uno (2022-151623-SG01 del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

El número de catastro asignado por el CRIM al INMUEBLE DOS (2) es el cuatrocientos dos guión cero veintinueve guión trescientos veintisiete guión cincuenta y siete guión cero cero cero (402-029-327-57-000).

TERCERO: El FIDEICOMISO es dueño en pleno y absoluto dominio y tiene la posesión quieta y pacífica de una (1) parcela de terreno localizada en Boquerón, Cabo Rojo, Puerto Rico, la cual tiene la siguiente descripción legal según el Registro y la cual será denominada el "INMUEBLE TRES (3)" en adelante en el presente contrato:

INMUEBLE TRES (3)

"RUSTICA: Parcela número cuarenta y cinco (45), radicada en el Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida de cinco cuerdas (5.0000 cdas.) equivalentes a una (1) hectárea, noventa y seis (96) áreas, y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número cuarenta y cuatro (44) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela; por el SUR, con la parcela número cuarenta y seis (46) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela; por el ESTE, con la parcela número ciento diez (110) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela; y por el OESTE, con la parcela número ocho (8) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela."

El INMUEBLE TRES (3) está inscrito al folio siete (7) del tomo quinientos diez (510) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos noventa y tres (18,793).

G.D.F.R.
I.V.G.
I.V.G.
FGS
FGS
JEP

El FIDEICOMISO adquirió el INMUEBLE TRES (3), mediante cesión y transferencia que le hiciera BAHIA BONITA al FIDEICOMISO mediante la ESCRITURA 34, presentada el día veintiséis (26) de agosto de dos mil nueve (2009) al asiento novecientos (900) del diario setecientos sesenta y ocho (768) de Cabo Rojo, Sección de San Germán del Registro y vuelta a presentar el día veintisiete (27) de noviembre de dos mil veintidós (2022), al asiento dos mil veintidós guión uno cinco uno seis uno tres guión SG cero uno (2022-151613-SG01) del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

Según el Registro, el INMUEBLE TRES (3), por su procedencia, está libre de cargas y gravámenes.

Según el Registro, por sí, el INMUEBLE TRES (3) está sujeto a:

(a) Condiciones Restrictivas, constituidas mediante la escritura número ciento treinta y tres (133), otorgada en Mayaguez, Puerto Rico, el día veinte (20) de noviembre de dos mil tres (2003), ante el notario público Luis Roberto Santos, inscrita al folio ciento setenta y cinco (175) del tomo ochocientos cuarenta y uno (841) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos noventa y tres (18,793), inscripción tercera (3ra.);

(b) Hipoteca en garantía de un pagaré a favor del portador, o a su orden, por la suma de principal de un millón quinientos setenta y un mil cuatrocientos veintiocho dólares con cincuenta y cuatro centavos ($1,571,428.54), de los cuales el INMUEBLE TRES (3) responde por ciento cuarenta y dos mil ochocientos cincuenta y siete dólares con catorce centavos ($142,857.14), sin intereses, vencedero a la presentación, constituida la hipoteca mediante la escritura número cincuenta y nueve (59) otorgada en Mayaguez, Puerto Rico, el día seis (6) de abril de dos mil cuatro (2004), ante el notario público Luis Roberto Santos, e inscrita al folio ciento setenta y cinco (175) del tomo ochocientos cuarenta y uno (841) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos noventa y tres (18,793), inscripción quinta (5ta.); y

(c) Hipoteca en garantía de un pagaré a favor de PEMARIS y Fernando Alberto Diez Antongiorgi, o a su orden, por la suma principal de un millón ochocientos mil dólares ($1,800,000), respondiendo el INMUEBLE TRES (3) por doscientos mil dólares ($200,000), sin intereses, vencedero en cinco (5) años, constituida la hipoteca mediante la escritura número treinta y cinco (35), otorgada en Mayaguez, Puerto Rico, el día dieciocho (18) de agosto de dos mil nueve (2009), ante el notario público Luis Roberto Santos, presentada el día veintiséis (26) de agosto de dos mil nueve (2009), al asiento novecientos uno (901), del diario setecientos sesenta y ocho (768) de Cabo Rojo, Sección de San Germán del Registro y vuelta a presentar el día veintidós (22) de noviembre de dos mil veintidós (2022), al asiento dos mil veintidós guión uno cinco uno seis dos tres guión SG cero uno (2022-151623-SG01 del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

AFR. I.V.G. I.V.G.

El número de catastro asignado por el CRIM al INMUEBLE TRES (3) es el cuatrocientos dos guión cero cero nuevo guión trescientos veintisiete guión ochenta y seis guión cero cero cero (402-009-327-86-000).

CUARTO: El FIDEICOMISO es dueño en pleno y absoluto dominio y tiene la posesión quieta y pacífica de una (1) parcela de terreno localizada en Boquerón, Cabo Rojo, Puerto Rico, la cual tiene la siguiente descripción legal según el Registro y la cual será denominada el "INMUEBLE CUATRO (4)" en adelante en el presente contrato:

INMUEBLE CUATRO (4)

"RUSTICA: Parcela número ciento cuatro (104), radicada en el Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida de cinco cuerdas (5.0000 cdas.) equivalentes a una (1) hectárea, noventa y seis (96) áreas, y sesenta (60) centiáreas. En lindes, por el

NORTE, con las parcelas número ciento doce (112) y ciento trece (113) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela; por el SUR, con la parcela número ciento nueve (109) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela; por el ESTE, con la sucesión Morales Díaz; y por el OESTE, con la parcela número cuarenta y tres (43) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela."

El INMUEBLE CUATRO (4) está inscrito al folio doscientos setenta y siete (277) del tomo quinientos diez (510) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil ochocientos treinta y ocho (18,838).

El FIDEICOMISO adquirió el INMUEBLE CUATRO (4), mediante cesión y transferencia que le hiciera BAHIA BONITA al FIDEICOMISO mediante la ESCRITURA 34, presentada el día veintiséis (26) de agosto de dos mil nueve (2009) al asiento novecientos (900) del diario setecientos sesenta y ocho (768) de Cabo Rojo, Sección de San Germán del Registro y vuelta a presentar el día veintisiete (27) de noviembre de dos mil veintidós (2022), al asiento dos mil veintidós guión uno cinco uno seis uno tres guión SG cero uno (2022-151613-SG01) del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

Según el Registro, el INMUEBLE CUATRO (4), por su procedencia, está libre de cargas y gravámenes.

Según el Registro, por sí, el INMUEBLE CUATRO (4) está sujeto a:

(a) Condiciones Restrictivas, constituidas mediante la escritura número ciento treinta y tres (133), otorgada en Mayaguez, Puerto Rico, el día veinte (20) de noviembre de dos mil tres (2003), ante el notario público Luis Roberto Santos, inscrita al folio ciento veinticuatro (124) del tomo ochocientos cuarenta y tres (843) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil ochocientos treinta y ocho (18,838), inscripción tercera (3ra.);

J.O.F.R. I.V.G. I.V.G.

(b) Hipoteca en garantía de un pagaré a favor del portador, o a su orden, por la suma de principal de un millón quinientos setenta y un mil cuatrocientos veintiocho dólares con cincuenta y cuatro centavos ($1,571,428.54), de los cuales el INMUEBLE CINCO (5) responde por ciento cuarenta y dos mil ochocientos cincuenta y siete dólares con catorce centavos ($142,857.14), sin intereses, vencedero a la presentación, constituida la hipoteca mediante la escritura número cincuenta y nueve (59) otorgada en Mayaguez, Puerto Rico, el día seis (6) de abril de dos mil cuatro (2004), ante el notario público Luis Roberto Santos, e inscrita al folio ciento veinticuatro (124) del tomo ochocientos cuarenta y tres (843) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil ochocientos treinta y ocho (18,838), inscripción quinta (5ta.); y

(c) Hipoteca en garantía de un pagaré a favor de PEMARIS y Fernando Alberto Diez Antongiorgi, o a su orden, por la suma principal de un millón ochocientos mil dólares ($1,800,000), respondiendo el INMUEBLE CUATRO (4) por doscientos mil dólares ($200,000), sin intereses, vencedero en cinco (5) años, constituida la hipoteca mediante la escritura número treinta y cinco (35), otorgada en Mayaguez, Puerto Rico, el día dieciocho (18) de agosto de dos mil nueve (2009), ante el notario público Luis Roberto Santos, presentada el día veintiséis (26) de agosto de dos mil nueve (2009), al asiento novecientos uno (901), del diario setecientos sesenta y ocho (768) de Cabo Rojo, Sección de San Germán del Registro y vuelta a presentar el día veintidós (22) de noviembre de dos mil veintidós (2022), al asiento dos mil veintidós guión uno cinco uno seis dos tres guión SG cero uno (2022-151623-SG01 del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

El número de catastro asignado por CRIM al INMUEBLE CUATRO (4) es el cuatrocientos dos guión cero cero nueve guión trescientos veintisiete guión ochenta y dos guión cero cero cero (402-009-327-82-000).

QUINTO: El FIDEICOMISO es dueño en pleno y absoluto dominio y tiene la posesión quieta y pacífica de una (1) parcela de terreno localizada en Boquerón, Cabo Rojo, Puerto Rico, la cual tiene la siguiente descripción legal según el Registro y la cual será denominada el "INMUEBLE CINCO (5)" en adelante en el presente contrato:

INMUEBLE CINCO (5)

"RUSTICA: Parcela número ciento diez (110), radicada en el Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida de cinco cuerdas (5.0000 cdas.) equivalentes a una (1) hectárea, noventa y seis (96) áreas, y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número ciento nueve (109) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela; por el SUR, con la parcela número ciento once (111) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela; por el ESTE, con la sucesión Morales Díaz; y por el OESTE, con la parcela número cuarenta y cinco (45) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela."

J.D.F.R.
E.V.G.
I.V.G.

El INMUEBLE CINCO (5) está inscrito al folio trece (13) del tomo quinientos once (511) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil ochocientos cuarenta y cuatro (18,844).

El FIDEICOMISO adquirió el INMUEBLE CINCO (5), mediante cesión y transferencia que le hiciera BAHIA BONITA al FIDEICOMISO mediante la ESCRITURA 34, presentada el día veintiséis (26) de agosto de dos mil nueve (2009) al asiento novecientos (900) del diario setecientos sesenta y ocho (768) de Cabo Rojo, Sección de San Germán del Registro y vuelta a presentar el día veintisiete (27) de noviembre de dos mil veintidós

(2022), al asiento dos mil veintidós guión uno cinco uno seis uno tres guión SG cero uno (2022-151613-SG01) del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

Según el Registro, el INMUEBLE CINCO (5), por su procedencia, está libre de cargas y gravámenes.

Según el Registro, por sí, el INMUEBLE CINCO (5) está sujeto a:

(a) Condiciones Restrictivas, constituidas mediante la escritura número ciento treinta y tres (133), otorgada en Mayaguez, Puerto Rico, el día veinte (20) de noviembre de dos mil tres (2003), ante el notario público Luis Roberto Santos, inscrita al folio ciento treinta y nueve (139) del tomo ochocientos cuarenta y tres (843) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil ochocientos cuarenta y cuatro (18,844), inscripción tercera (3ra.);

(b) Hipoteca en garantía de un pagaré a favor del portador, o a su orden, por la suma de principal de un millón quinientos setenta y un mil cuatrocientos veintiocho dólares con cincuenta y cuatro centavos ($1,571,428.54), de los cuales el INMUEBLE CINCO (5) responde por ciento cuarenta y dos mil ochocientos cincuenta y siete dólares con catorce centavos ($142,857.14), sin intereses, vencedero a la presentación, constituida la hipoteca mediante la escritura número cincuenta y nueve (59) otorgada en Mayaguez, Puerto Rico, el día seis (6) de abril de dos mil cuatro (2004), ante el notario público Luis Roberto Santos, e inscrita al folio ciento treinta y nueve (139) del tomo ochocientos cuarenta y tres (843) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil ochocientos cuarenta y cuatro (18,844), inscripción quinta (5ta.); y

(c) Hipoteca en garantía de un pagaré a favor de PEMARIS y Fernando Alberto Diez Antongiorgi, o a su orden, por la suma principal de un millón ochocientos mil dólares ($1,800,000), respondiendo el INMUEBLE CINCO (5) por doscientos mil dólares ($200,000), sin intereses, vencedero en cinco (5) años, constituida la hipoteca mediante la escritura número treinta y cinco (35), otorgada en Mayaguez, Puerto Rico, el día dieciocho (18) de agosto de dos mil nueve (2009), ante el notario público Luis Roberto Santos, presentada el día veintiséis (26) de agosto de dos mil nueve (2009), al asiento novecientos uno (901), del diario setecientos sesenta y ocho (768) de Cabo Rojo, Sección de San Germán del Registro y vuelta a presentar el día veintidós (22) de noviembre de dos mil veintidós (2022), al asiento dos mil veintidós guión uno cinco uno seis dos tres guión SG cero uno (2022-151623-SG01 del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

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El número de catastro asignado por el CRIM al INMUEBLE CINCO (5) es el cuatrocientos dos guión cero cero nueve trescientos veintisiete guión ochenta y siete guión cero cero cero (402-009-327-87-000).

SEXTO: El FIDEICOMISO es dueño en pleno y absoluto dominio y tiene la posesión quieta y pacífica de una (1) parcela de terreno localizada en Boquerón, Cabo Rojo, Puerto Rico, la cual tiene la siguiente descripción legal según el Registro y la cual será denominada el "INMUEBLE SEIS (6)" en adelante en el presente contrato:

INMUEBLE SEIS (6)

"RUSTICA: Parcela número ciento once (111), radicada en el Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida de cinco cuerdas (5.0000 cdas.) equivalentes a una (1) hectárea, noventa y seis (96) áreas, y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número ciento diez (110) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela; por el SUR, con la parcela número cincuenta y ocho (58) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela; por el ESTE, con la sucesión Morales Díaz; y por el OESTE, con la parcela número cuarenta y seis (46) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela."

El INMUEBLE SEIS (6) está inscrito al folio diecinueve (19) del tomo quinientos once (511) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil ochocientos cuarenta y cinco (18,845).

El FIDEICOMISO adquirió el INMUEBLE SEIS (6), mediante cesión y transferencia que le hiciera BAHIA BONITA al FIDEICOMISO mediante la ESCRITURA 34, presentada el día veintiséis (26) de agosto de dos mil nueve (2009) al asiento novecientos (900) del diario setecientos sesenta y ocho (768) de Cabo Rojo, Sección de San Germán del Registro y vuelta a presentar el día veintisiete (27) de noviembre de dos mil veintidós (2022), al asiento dos mil veintidós guión uno cinco uno seis uno tres guión SG cero uno (2022-151613-SG01) del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

J.F.R.

Según el Registro, el INMUEBLE SEIS (6), por su procedencia, está libre de cargas y gravámenes.

I.V.G.

I.V.G.

Según el Registro, por sí, el INMUEBLE SEIS (6) está sujeto a:

(a) Hipoteca en garantía de un pagaré a favor del portador, o a su orden, por la suma de principal de un millón quinientos setenta y un mil cuatrocientos veintiocho dólares con cincuenta y cuatro centavos ($1,571,428.54), de los cuales el INMUEBLE SEIS (6) responde por ciento cuarenta y dos mil ochocientos cincuenta y siete dólares con catorce centavos ($142,857.14), sin intereses, vencedero a la presentación, constituida la hipoteca mediante la escritura número cincuenta y nueve (59) otorgada en Mayaguez, Puerto Rico, el día seis (6) de abril de dos mil cuatro (2004), ante el notario público Luis Roberto Santos, e inscrita al folio uno (1) del tomo ochocientos cincuenta y siete (857)

de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil ochocientos cuarenta y cinco (18,845), inscripción cuarta (4ta.); y

(b) Hipoteca en garantía de un pagaré a favor de PEMARIS y Fernando Alberto Diez Antongiorgi, o a su orden, por la suma principal de un millón ochocientos mil dólares ($1,800,000), respondiendo el INMUEBLE SEIS (6) por doscientos mil dólares ($200,000), sin intereses, vencedero en cinco (5) años, constituida la hipoteca mediante la escritura número treinta y cinco (35), otorgada en Mayaguez, Puerto Rico, el día dieciocho (18) de agosto de dos mil nueve (2009), ante el notario público Luis Roberto Santos, presentada el día veintiséis (26) de agosto de dos mil nueve (2009), al asiento novecientos uno (901), del diario setecientos sesenta y ocho (768) de Cabo Rojo, Sección de San Germán del Registro y vuelta a presentar el día veintidós (22) de noviembre de dos mil veintidós (2022), al asiento dos mil veintidós guión uno cinco uno seis dos tres guión SG cero uno (2022-151623-SG01 del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

El número de catastro asignado por el CRIM al INMUEBLE SEIS (6) es el cuatrocientos dos guión cero diecinueve guión trescientos veintisiete guión ochenta y ocho guión cero cero cero (402-019-327-88-000).

SÉPTIMO: El FIDEICOMISO es dueño en pleno y absoluto dominio y tiene la posesión quieta y pacífica de una (1) parcela de terreno localizada en Boquerón, Cabo Rojo, Puerto Rico, la cual tiene la siguiente descripción legal según el Registro y la cual será denominada el "INMUEBLE SIETE (7)" en adelante en el presente contrato:

> "RUSTICA: Parcela número cuarenta y seis (46) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas y en lindes, por el NORTE, con la parcela número cuarenta y cinco (45) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela; por el SUR, con la parcela número cuarenta y siete (47) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela; por el ESTE, con la parcela número ciento once (111) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela; y por el OESTE, con la parcela número ocho (8) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela."

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El INMUEBLE SIETE (7) está inscrito al folio sesenta y tres (63) del tomo ciento sesenta y seis (166) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos noventa y cuatro (18,794), inscripción cuarta (4ta.).

El FIDEICOMISO adquirió el INMUEBLE SIETE (7), por cesión y transferencia que le hiciera BAHIA BONITA al FIDEICOMISO mediante la ESCRITURA 34, presentada el día veintiséis (26) de agosto de dos mil nueve (2009) al asiento novecientos (900) del diario

setecientos sesenta y ocho (768) de Cabo Rojo, Sección de San Germán del Registro y vuelta a presentar el día veintisiete (27) de noviembre de dos mil veintidós (2022), al asiento dos mil veintidós guión uno cinco uno seis uno tres guión SG cero uno (2022-151613-SG01) del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

Según el Registro, el INMUEBLE SIETE (7), por su procedencia, está libre de cargas y gravámenes.

Según el Registro, por sí, el INMUEBLE SIETE (7) está sujeto a:

(a) Condiciones Restrictivas, constituidas mediante la escritura número ciento treinta y tres (133), otorgada en Mayaguez, Puerto Rico, el día veinte (20) de noviembre de dos mil tres (2003), ante el notario público Luis Roberto Santos, inscrita al folio ciento setenta y ocho (178) del tomo ochocientos cuarenta y uno (841) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos noventa y cuatro (18,794), inscripción tercera (3ra.);

(b) Hipoteca en garantía de un pagaré a favor del portador, o a su orden, por la suma de principal de un millón quinientos setenta y un mil cuatrocientos veintiocho dólares con cincuenta y cuatro centavos ($1,571,428.54), de los cuales el INMUEBLE SIETE (7) responde por ciento cuarenta y dos mil ochocientos cincuenta y siete dólares con catorce centavos ($142,857.14), sin intereses, vencedero a la presentación, constituida la hipoteca mediante la escritura número cincuenta y nueve (59) otorgada en Mayaguez, Puerto Rico, el día seis (6) de abril de dos mil cuatro (2004), ante el notario público Luis Roberto Santos, e inscrita al folio ciento setenta y ocho (178) del tomo ochocientos cuarenta y uno (841) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos noventa y cuatro (18,794), inscripción quinta (5ta.); y

(c) Hipoteca en garantía de un pagaré a favor de PEMARIS y Fernando Alberto Diez Antongiorgi, o a su orden, por la suma principal de un millón ochocientos mil dólares ($1,800,000), respondiendo el INMUEBLE SIETE (7) por doscientos mil dólares ($200,000), sin intereses, vencedero en cinco (5) años, constituida la hipoteca mediante la escritura número treinta y cinco (35), otorgada en Mayaguez, Puerto Rico, el día dieciocho (18) de agosto de dos mil nueve (2009), ante el notario público Luis Roberto Santos, presentada el día veintiséis (26) de agosto de dos mil nueve (2009), al asiento novecientos uno (901), del diario setecientos sesenta y ocho (768) de Cabo Rojo, Sección de San Germán del Registro y vuelta a presentar el día veintidós (22) de noviembre de dos mil veintidós (2022), al asiento dos mil veintidós guión uno cinco uno seis dos tres guión SG cero uno (2022-151623-SG01 del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

El número de catastro asignado por el CRIM al INMUEBLE SIETE (7) es el cuatrocientos dos guión cero diecinueve guión trescientos veintisiete guión ochenta y nueve guión cero cero cero (402-019-327-89-000).

OCTAVO: El INMUEBLE UNO (1), el INMUEBLE DOS (2), el INMUEBLE TRES (3), el INMUEBLE CUATRO (4), el INMUEBLE CINCO (5), el INMUEBLE SEIS (6) y el INMUEBLE SIETE (7) serán denominados los "INMUEBLES" en adelante, en conjunto en el presente contrato.

NOVENO: El FIDEICOMISO, BAHIA BONITA e ILLIANEDMARIS serán denominados los "VENDEDORES" en adelante, en conjunto en el presente contrato.

DÉCIMO: Mediante el presente contrato y sin necesidad de documento, trámite o acto adicional alguno, los VENDEDORES se comprometen y obligan irrevocablemente a vender los INMUEBLES a la COMPRADORA y la COMPRADORA se compromete y obliga irrevocablemente a comprarle los INMUEBLES a los VENDEDORES, según los términos y condiciones del presente contrato.

UNDÉCIMO: La(s) escritura(s) de compraventa de los INMUEBLES en virtud del presente contrato (la(s) "ESCRITURA(S) DE COMPRAVENTA") se otorgará(n) ante un notario público escogido por la COMPRADORA.

DUODÉCIMO: El precio de compraventa de cada uno de los INMUEBLES será OCHOCIENTOS MIL DÓLARES ($800,000) pagaderos de la siguiente forma, y el mismo no estará sujeto a condición o ajuste de clase alguna:

AL FIDEICOMISO, EN PAGO DEL INMUEBLE DOS (2), EL INMUEBLE TRES (3), EL INMUEBLE CUATRO (4), EL INMUEBLE CINCO (5), EL INMUEBLE SEIS (6) Y EL INMUEBLE SIETE (7):

12.1. La suma de DOSCIENTOS CUARENTA MIL DÓLARES ($240,000) ha sido entregada al CORREDOR por la COMPRADORA simultáneamente con el otorgamiento del presente contrato para ser retenida a nombre del FIDEICOMISO en plica o "escrow", como depósito de buena fe, y, por dicha suma, el CORREDOR otorga en este acto el más eficaz recibo y formal carta de pago a favor de la COMPRADORA. De dicha suma de DOSCIENTOS CUARENTA MIL DÓLARES ($240,000), CUARENTA MIL DÓLARES ($40,000) corresponden al INMUEBLE DOS (2), CUARENTA MIL DÓLARES ($40,000) corresponden al INMUEBLE TRES (3), CUARENTA MIL DÓLARES ($40,000) corresponden al INMUEBLE CUATRO (4), CUARENTA MIL DÓLARES ($40,000) corresponden al INMUEBLE CINCO (5), CUARENTA MIL DÓLARES corresponden al INMUEBLE SEIS (6) y CUARENTA MIL DÓLARES ($40,000) corresponden al INMUEBLE SIETE (7). Dicha suma será entregada por el CORREDOR al FIDEICOMISO simultáneamente con el otorgamiento de la ESCRITURA DE COMPRAVENTA. Si la ESCRITURA DE COMPRAVENTA no puede otorgarse por razones atribuibles al FIDEICOMISO, dicha suma será devuelta por el CORREDOR a la COMPRADORA, sin intereses.

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12.2. El resto del precio de compraventa correspondiente a los INMUEBLES propiedad del FIDEICOMISO, es decir, la suma de CUATRO MILLONES QUINIENTOS SESENTA MIL DÓLARES ($4,560,000), será pagado en su totalidad por la COMPRADORA al FIDEICOMISO, mediante cheque de gerente, simultáneamente con el otorgamiento de la ESCRITURA DE COMPRAVENTA correspondiente a los INMUEBLES propiedad del FIDEICOMISO. De dicha suma de CUATRO MILLONES QUINIENTOS SESENTA MIL DÓLARES ($4,560,000), SETECIENTOS SESENTA MIL DÓLARES ($760,000) corresponden al INMUEBLE DOS (2), SETECIENTOS SESENTA MIL DÓLARES ($760,000) corresponden al INMUEBLE TRES (3), SETECIENTOS SESENTA MIL DÓLARES ($760,000) corresponden al INMUEBLE CUATRO (4), SETECIENTOS SESENTA MIL DÓLARES corresponden al INMUEBLE CINCO (5), SETECIENTOS SESENTA MIL DÓLARES corresponden al INMUEBLE SEIS (6) y SETECIENTOS SESENTA MIL DÓLARES corresponden al INMUEBLE SIETE (7).

A BAHIA BONITA/ILLIANEDMARIS, EN PAGO DEL INMUEBLE UNO (1):

12.3. La suma de CUARENTA MIL DÓLARES ($40,000) ha sido entregada al CORREDOR por la COMPRADORA simultáneamente con el otorgamiento del presente contrato para ser retenida a nombre de BAHIA BONITA/ ILLIANEDMARIS en plica o "escrow", como depósito de buena fe, y, por dicha suma, el CORREDOR otorga en este acto el más eficaz recibo y formal carta de pago a favor de la COMPRADORA. Dicha suma será entregada por el CORREDOR a BAHIA BONITA/ ILLIANEDMARIS simultáneamente con el otorgamiento de la ESCRITURA DE COMPRAVENTA. Si la ESCRITURA DE COMPRAVENTA no puede otorgarse por razones atribuibles a BAHIA BONITA/ ILLIANEDMARIS, dicha suma será devuelta por el CORREDOR a la COMPRADORA, sin intereses.

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12.4. El resto del precio de compraventa correspondiente al INMUEBLE propiedad de BAHIA BONITA/ ILLIANEDMARIS, es decir, la suma de SETECIENTOS SESENTA MIL DÓLARES ($760,000), será pagada en su totalidad por la COMPRADORA a BAHIA BONITA/ ILLIANEDMARIS, mediante cheque de gerente, simultáneamente con el otorgamiento de la ESCRITURA DE COMPRAVENTA correspondiente al INMUEBLE propiedad de BAHIA BONITA/ ILLIANEDMARIS.

DÉCIMO TERCERO: Al otorgarse la(s) ESCRITURA(S) DE COMPRAVENTA, los VENDEDORES traspasarán a la COMPRADORA título en pleno y absoluto dominio sobre los INMUEBLES, y la posesión de los mismos, libre de cargas, gravámenes y

ocupantes, excepto las condiciones restrictivas antes mencionadas en el presente contrato.

DÉCIMO CUARTO: Antes del otorgamiento de las ESCRITURA(S) DE COMPRAVENTA, o simultáneamente con dicho otorgamiento, los VENDEDORES cancelarán todas las cargas y gravámenes que graven los INMUEBLES, si alguno, excepto las condiciones restrictivas antes mencionadas en el presente contrato. Las escrituras públicas de cancelación de dichas cargas y gravámenes se otorgarán ante un notario público escogido por la COMPRADORA. Los honorarios notariales, sellos, comprobantes y derechos de inscripción de dicha(s) escritura(s) de cancelación, si alguna, serán por cuenta y cargo de los VENDEDORES.

DÉCIMO QUINTO: Según antes se ha expresado, las ESCRITURA(S) DE COMPRAVENTA se otorgarán ante un notario público escogido por la COMPRADORA. Los honorarios notariales, sellos en el original y primera copia certificada y derechos de inscripción de las ESCRITURA(S) DE COMPRAVENTA serán por cuenta y cargo de la COMPRADORA.

DÉCIMO SEXTO: Las ESCRITURA(S) DE COMPRAVENTA se otorgarán dentro de los treinta (30) días calendario siguientes a lo último que ocurra de los siguientes eventos:

16.1. La ESCRITURA 34 sea subsanada para asignarle a cada una de las parcelas que fueron cedidas y traspasadas por BAHIA BONITA al FIDEICOMISO un valor de cesión y traspaso;

16.2. La ESCRITURA 34 sea subsanada de modo que las descripciones legales de los INMUEBLES que fueron cedidos y traspasados por BAHIA BONITA al FIDEICOMISO, coincidan con las descripciones legales que surgen del Registro y para que comparezca PEMARIS, aceptando su designación como fiduciaria del FIDEICOMISO;

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16.3. Se restituya como corporación activa a BAHIA BONITA;

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16.4. PEMARIS ratifique su aceptación al cargo de fiduciaria del FIDEICOMISO, ya que ella no compareció a la ESCRITURA 34;

I.V.G.

16.5. Se verifique mediante testamento o resolución del Tribunal en Declaratoria de Herederos, que la única heredera de Francisco Vega Montalvo es ILLIANEDMARIS; y

16.6. Se obtenga la planilla de caudal relicto y el relevo del Departamento de Hacienda de Puerto Rico del caudal relicto de Francisco Vega Montalvo.

Los actos numerados en los incisos 16.1. al 16.6., ambos inclusive, del presente contrato deberán ser ante un notario público aceptable a los VENDEDORES.

DÉCIMO SÉPTIMO: Los VENDEDORES reconocen que se incurrirá en gastos para poder cumplir con todo lo provisto en el párrafo DÉCIMO SEXTO, *supra*. Mediante el presente contrato, los VENDEDORES autorizan al CORREDOR a desembolsar hasta un máximo de TREINTA MIL DÓLARES ($30,000) para cubrir dichos gastos. Será necesario proveer evidencia de gastos incurridos y o facturas a tales efectos al CORREDOR quien hará los desembolsos necesarios. El pago de gastos a realizarse en virtud de este párrafo DÉCIMO SÉPTIMO se hará por gastos incurridos durante la vida del presente contrato y previo al otorgamiento de la(s) ESCRITURA(s) DE COMPRAVENTA.

DÉCIMO OCTAVO: En o antes del otorgamiento de la(s) ESCRITURA(S) DE COMPRAVENTA, los VENDEDORES otorgarán cuantos documentos sean necesarios para cancelar (i) la hipoteca constituida mediante la escritura número cincuenta y nueve (59) otorgada en Mayaguez, Puerto Rico, el día seis (6) de abril de dos mil cuatro (2004), ante el notario público Luis Roberto Santos, que grava los INMUEBLES; y (ii) la hipoteca constituida mediante la escritura número treinta y cinco (35), otorgada en Mayaguez, Puerto Rico, el día dieciocho (18) de agosto de dos mil nueve (2009), ante el notario público Luis Roberto Santos que grava los INMUEBLES. Estas cancelaciones serán hechas ante un notario público seleccionado por la COMPRADORA y pagado por los VENDEDORES. Todos los sellos, comprobantes y derechos de inscripción correspondientes al original y primera copia certificada de cada una de las escrituras de cancelación de las hipotecas antes mencionadas serán por cuenta y cargo de los VENDEDORES.

DÉCIMO NOVENO: El CORREDOR ha actuado como corredor e intermediario en la transacción objeto del presente contrato, en representación de la COMPRADORA, y sus honorarios por dichos servicios serán pagados por la COMPRADORA simultáneamente con el otorgamiento de cada una de las ESCRITURA(S) DE COMPRAVENTA. Dichos honorarios serán equivalentes al cinco por ciento (5%) del precio de compraventa de cada uno de los INMUEBLES. Los VENDEDORES no serán responsables del pago de comisión alguna al CORREDOR.

VIGÉSIMO: Las contribuciones sobre la propiedad inmueble y contribución especial (Ley 7), si alguna, correspondientes a los INMUEBLES serán por cuenta y cargo de los VENDEDORES hasta la fecha del otorgamiento de las ESCRITURA(S) DE COMPRAVENTA y por cuenta y cargo de la COMPRADORA a partir de entonces.

VIGÉSIMO PRIMERO: Al otorgarse la cada una de las ESCRITURA(S) DE COMPRAVENTA, la COMPRADORA comprará los INMUEBLES como están, donde están ("as are, where are"), descansando en su propia inspección de los INMUEBLES y no en representación alguna por parte de los VENDEDORES acerca de la condición física de los INMUEBLES, la posibilidad de su desarrollo y/o la posibilidad de obtener permisos, aprobaciones y/o endosos para su desarrollo y/o para construcciones en el mismo.

VIGÉSIMO SEGUNDO: Durante el término que transcurra entre la fecha del otorgamiento del presente contrato y la fecha de otorgamiento de las ESCRITURA(S) DE COMPRAVENTA, la COMPRADORA queda autorizada para gestionar la obtención de aprobaciones, permisos y endosos para el desarrollo en los INMUEBLES o parte(s) de los mismos de un proyecto residencial, recreacional y turístico y los VENDEDORES se comprometen a confirmar esta autorización por escrito si así se lo requiriere la COMPRADORA para presentar a las agencias y entidades gubernamentales o privadas correspondientes. Durante el referido término, la COMPRADORA y sus empleados, agentes y/o contratistas estarán autorizados a entrar a los INMUEBLES para hacer estudios, tomar medidas y examinarlos, en días y horas laborables. Todas las personas que entren a los INMUEBLES en virtud de la presente autorización serán responsable de los daños que allí sufran o causen. Todo empleado que entre a los INMUEBLES en virtud de esta autorización deberá estar cubierto por una póliza del Fondo del Seguro del Estado y/o, si aplicable, del Seguro Choferil. La COMPRADORA obtendrá, a su costo, póliza(s) de responsabilidad pública para cubrir daños sufridos o causados en los INMUEBLES por las personas que entren a los mismos durante el referido término, en virtud de la presente autorización. Los VENDEDORES será co-asegurada en dicha(s) póliza(s) y las mismas serán por una cubierta mínima de UN MILLÓN DE DÓLARES ($1,000,000) por ocurrencia.

VIGÉSIMO TERCERO: Si alguna clausula o disposición del presente contrato fuere declarada nula por algún organismo con la debida jurisdicción y competencia, entonces el resto del contrato permanecerá en pleno vigor y efecto.

VIGÉSIMO CUARTO: En el presente contrato se usan indistintamente el plural y el singular, así como el masculino, el femenino, el neutro y los demás géneros.

VIGÉSIMO QUINTO: Las partes comparecientes se someten a la jurisdicción exclusiva del Tribunal General de Justicia del Estado Libre Asociado de Puerto Rico en caso de cualquier reclamación o litigio relacionado con el presente contrato y/o la transacción objeto del mismo.

VIGÉSIMO SEXTO: El presente contrato será interpretado según las leyes de Puerto Rico y gobernado por las mismas.

VIGÉSIMO SÉPTIMO: Este contrato no podrá modificarse verbalmente y solo podrá ser modificado mediante documento firmado por todas las partes aquí comparecientes.

VIGÉSIMO OCTAVO: La obligación de la COMPRADORA de comprar los INMUEBLES a tenor con el presente contrato no está condicionada en forma alguna a la obtención de financiamiento y la COMPRADORA representa y garantiza que cuenta con los fondos necesarios para el pago del precio de compraventa de los INMUEBLES.

VIGÉSIMO NOVENO: Las notificaciones entre las partes en virtud del presente contrato deberán ser por escrito y enviadas por correo electrónico y por correo regular,

con copias por correo certificado con acuse de recibo, a las siguientes direcciones de las partes:

A LOS VENDEODRES:

FIDEICOMISO I.V.G.

PO Box 981
Barceloneta, PR 00617
Atención: Pemaris González Suárez

ILLIANEDMARIS VEGA GONZALEZ

PO Box 981
Barceloneta, PR 00617

BAHIA BONITA, INC.

PO Box 981
Barceloneta, PR 00617
Atención: Pemaris González Suárez

A LA COMPRADORA:

CABO ROJO LAND ACQUISITION LLC
733 Third Avenue
New York, NY 10017
Atención: Eileen Sawyer
Correo electrónico: roberto.ruiz@ccgc.com.do

AL CORREDOR:

Calle Cádiz 1218
Puerto Nuevo
San Juan, PR 00920
Atención: José Enrique Pérez Cruz
Correo electrónico: passportre@gmail.com

A PEMARIS:

PO Box 981
Barceloneta, PR 00617

TRIGÉSIMO: Las partes comparecientes reconocen y acuerdan que el otorgamiento del presente contrato, el precio de compraventa de los INMUEBLES, y los demás términos y condiciones contemplados en este contrato constituyen y deben considerarse información confidencial y no serán divulgados a terceras personas sin el expreso consentimiento escrito de las otras partes.

TRIGÉSIMO PRIMERO: El presente contrato podrá ser otorgado en contrapartes ("counterparts") y, una vez que todas las partes hayan firmado al menos una contraparte, todas las contrapartes formarán un solo contrato.

Y PARA QUE ASI CONSTE, las partes suscriben y otorgan el presente contrato, libre y voluntariamente, con el ánimo de quedar legalmente vinculadas y obligadas en virtud del mismo, en San Juan, Puerto Rico, en la fecha que aparece en el encabezamiento del presente contrato.

Los VENDEDORES

FIDEICOMISO I.V.G.

Por: Pemaris González Suárez
Fiduciaria

Illianedmaris Vega González

I.V.G.
I.V.G.

BAHIA BONITA, INC.

Pemaris González Suárez

Por: Illianedmaris Vega González
Representante Autorizada

La COMPRADORA

CABO ROJO LAND ACQUISITION LLC

Por: Gladys Omayra Fontanez Reyes
Representante Autorizada

El CORREDOR

José Enrique Pérez Cruz

Afidávit Número: 4528

Reconocido y suscrito ante mí por Pemaris González Suárez, en su carácter de fiduciaria del Fideicomiso I.V.G. y en su carácter personal, mayores de edad, soltera, propietaria y vecina de Cabo Rojo, Puerto Rico, a quien conozco personalmente. En San Juan, Puerto Rico, hoy dos (2) de octubre de dos mil veintitrés (2023).





Notario Público

2 d.F.C.
I.V.G
I.V.G

Afidávit Número: 4529

Reconocido y suscrito ante mí por Illianedmaris Vega González, en su carácter de Representante Autorizada de Bahía Bonita, Inc. y en su carácter personal, mayor de edad, soltera, propietaria y vecina de Barceloneta, Puerto Rico, a quien conozco personalmente. En San Juan, Puerto Rico, hoy dos (2) de octubre de dos mil veintitrés (2023).





Notario Público

Afidávit Número: 4530

Reconocido y suscrito ante mí por José Enrique Pérez Cruz, mayor de edad, casado, corredor de bienes raíces y vecino de Bayamón, Puerto Rico, a quien conozco personalmente. En San Juan, Puerto Rico, hoy dos (2) de octubre de dos mil veintitrés (2023).





Notario Público

I.V.G.

I.V.G.

Afidávit Número: 4531

Reconocido y suscrito ante mí por Gladys Omayra Fontanez Reyes, mayor de edad, soltera, abogada y vecina de San Juan, Puerto Rico en su carácter de Representante Autorizada de Cabo Rojo Land Acquisition LLC, a quien conozco personalmente. En San Juan, Puerto Rico, hoy dos (2) de octubre de dos mil veintitrés (2023).





Notario Público

Oriental

PO BOX 195115
SAN JUAN PR 00919-5115

Manager's Check
CHECK NO. **220667090**

101-7141
2215

PAY ONLY $280000.00 CTSCTS

DATE September 27, 2023
AMOUNT *****$280,000.00

Over $10,000 requires two signatures

■ TWO HUNDRED EIGHTY THOUSAND DOLLARS AND ZERO CENTS **********

Pay to the Order of: **JOSE E. PEREZ CRUZ**

NON-NEGOTIABLE
CUSTOMER COPY

MEMO: OPTION TO PURCHASE (20220562767-COM)

THE FACE OF THIS CHECK IS PRINTED GREEN-THE BACK CONTAINS A SIMULATED WATERMARK

Oriental

PO BOX 195115
SAN JUAN PR 00919-5115

Manager's Check
CHECK NO. **220667090**

101-7141
2215

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Pay to the Order of: **JOSE E. PEREZ CRUZ**

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

MEMO: OPTION TO PURCHASE (20220562767-COM)

⑈220667090⑈ ⑆221571415⑆ 9811800999⑈

Oriental

PO BOX 195115
SAN JUAN PR 00919-5115

Manager's Check
CHECK NO. **220667090**

101-7141
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PAY ONLY 280000 00 CTS CTS

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AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

MEMO: OPTION TO PURCHASE (20220562767-COM)

⑈220667090⑈ ⑆221571415⑆ 981180099⑈

---**I HEREBY CERTIFY** that the first certified copy of this Deed has been issued in favor of Buyer on the same date and place of the execution hereof. **I ATTEST.**----------

NOTARY

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

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----------**DEED NUMBER THIRTY-EIGHT (38)**----------

----------**PURCHASE AND SALE** ----------

---In San Juan, Puerto Rico, on this twenty-eighth (28th) day of November, two thousand twenty-three (2023)----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with offices and residence in San Juan, Puerto Rico,----------

----------**APPEAR**----------

---AS THE PARTY OF THE FIRST PART: **LAE PROPERTIES L.L.C.** a limited liability company organized, existing and in good standing under the laws of the Commonwealth of Puerto Rico, represented herein by its President, Edward Ruiz Noriega, who is of legal age, single, business executive and resident of Cabo Rojo, Puerto Rico, whose authority to represent Seller herein arises from a Certificate of Resolution executed in San Juan, Puerto Rico, on November twenty (20), two thousand twenty-three (2023), by Betsy Marena Irizarry-Zambrana, as Secretary of Seller, under affidavit number twenty-three thousand seven hundred sixty five (23,765) of Notary Luis Roberto Santos Montalvo. I hereby certify that I have examined the original of the aforesaid Certificate of Resolution of LAE Properties L.L.C., and that, in my opinion, it is adequate and sufficient, and complies with all legal requirements needed to authorize Mr. Ruiz Noriega to appear herein on behalf of Seller. ----------

---AS THE PARTY OF THE SECOND PART: **CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "Buyer"), a limited liability company organized, existing and in good standing under the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, GLADYS OMAYRA FONTÁNEZ REYES, who is of legal age, single, attorney at law and resident of San Juan,

Puerto Rico, whose authority to represent Buyer in this Deed arises from a Certificate of Resolution of Buyer signed by Stephane Nahum, as Manager of Buyer, on November twenty-one (21), two thousand twenty-three (2023), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engines of the Department of State and the Office of Information Technology Services of the State of New York. I further certify that I have examined the aforesaid Certificate of Resolution of Buyer and that it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law, to authorize Ms. Fontánez Reyes to appear herein on behalf of Buyer.----------

---I, the Notary, do hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily ----------

----------**STATE AND AGREE**----------

---**FIRST:** Seller is the owner in fee simple title ("*pleno dominio*") and has the possession of the parcel of land described in the Spanish language as follows (hereinafter the "Property"): ----------

---"***RUSTICA:*** *Porción de terreno identificada como la parcela uno (1) en el correspondiente plano de mensura del agrimensor Frank Lozada Díaz, radicada en el Barrio Boquerón, del término municipal de Cabo Rojo, con una cabida superficial de veinte mil ciento setenta y dos metros cuadrados con ciento setenta y dos milésimas de otro (20,172.172 m.c.) (así surge), equivalentes a cinco cuerdas con mil sesenta y nueve diez milésimas de cuerda (5.1069 cdas.), la cual tiene un ancho de cincuenta y dos metros con ochenta y un centímetros (52.81 m.). En lindes, por el NORTE, en tres (3) alineaciones que suman cincuenta y tres metros con setecientos sesenta y cuatro milésimas de metro (53.764 m.), con el Mar Caribe; por el SUR, en una (1) alineación de cincuenta y dos metros con ochenta y un centímetros (52.81 m.), con la parcela número dieciséis (16), propiedad de Puerto Rico Farm Credit ACA; por el ESTE, en una distancia total de trescientos ochenta y cuatro punto cuarenta y tres metros (383.43 m.) (así surge), de la cual corresponden ciento setenta metros con doscientos cincuenta y una milésimas de metro (170.251 m.), con la mencionada servidumbre de paso de cinco (5) metros de la parcela número siete (7) propiedad de la Sucesión Quinino Merino*

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ABOGADO NOTARIO

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Pedrozo y en doscientos catorce metros con ciento setenta y nueve milésimas de metro (214.179 m.), con la parcela ciento ochenta (180) propiedad de Puerto Rico Farm Credit ACA; y por el OESTE, en una (1) alineación de trescientos setenta y cuatro metros con veinticuatro centímetros (374.24 m.), con la parcela setenta y nueve (79), propiedad de Playa Rústica LLC; y cuyo centroide de esta finca número dieciocho mil ochocientos dieciocho (18,818) bajo el sistema métrico de coordenadas Lambert NAD83 ES X= ciento dieciocho mil quinientos sesenta y ocho punto cero ocho (X=118,568.08); y Y=doscientos dieciocho mil cuatrocientos treinta y uno punto sesenta y cinco (Y=218,431.65). Como camino de acceso de la misma, la atraviesa por el medio un camino "Real" existente en tierra de trece metros (13 m.) de ancho de carácter privativo no municipal que conduce en dirección de Este a Oeste, el cual desemboca en el kilómetro uno punto nueve (1.9) de la carretera estatal treinta y tres cero uno (3301)." ----------

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---This is the legal description of the Property after the execution of Deed number twenty-seven (27), of rectification of the surface area of the Property, executed in Mayagüez, Puerto Rico on June twenty-six (26) two thousand twenty (2020), before Notary Luis Roberto Santos Montalvo, presented and pending recordation at the Registry at entry 2020-060788-SG01 of *Karibe*. ----------

---The Property is recorded at page 157 of volume 510 of Cabo Rojo, property number 18,818, Section of San Germán of the Registry of Property of Puerto Rico (the "Registry"). ----------

---The Property was acquired by Seller pursuant to deed number fifty (50), executed in Mayaguez, Puerto Rico, on October five (5), two thousand twenty (2020), before Notary Luis Roberto Santos Montalvo, filed and pending recordation at the Registry at entry 2021-043611-SG01 of *Karibe*. ----------

---The tax identification number ("*número de catastro*") assigned to the Property by the Municipal Revenues Collection Center ("CRIM") is 379-000-009-03-000. ----------

---The Property is subject to the following liens and/or encumbrances:---

---By its origin, the Property is subject to easements in favor of public utilities. ----------

---By itself, the Property is subject to the following liens and/or encumbrances: ----------

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-----A) Restrictive conditions of edification and use constituted by deed number seventy-three (73), executed in Mayagüez, Puerto Rico on February twenty-six (26), nineteen ninety (1990), before Notary Roberto M. García Rullán, recorded at page 157 of volume 510 of Cabo Rojo, Section of San Germán of the Registry, margin of first (1st) inscription (the "Permitted Encumbrance").----------

---**SECOND:** On March twenty-four (24), two thousand twenty-three (2023), Seller granted to Buyer's affiliate, PR Investco LLC ("PR Investco"), an option to purchase the Property, pursuant to Deed Number Twenty-two (22) of Option to Purchase Real Estate, executed in San Juan, Puerto Rico, before Notary María del Rosario Pujol Thompson (hereinafter, the "Deed of Option"). The term of the Option granted thereunder was extended by Deed Number Forty-Three (43), executed on September fifteen (15), two thousand twenty-three (2023) before the aforementioned Notary. The parties hereto acknowledge and agree that PR Investco has assigned to Buyer all of its rights and obligations under the Deed of Option, and that Buyer is the permitted assignee and successor of PR Investco thereunder.----------

----------**PURCHASE AND SALE**----------

---**THIRD:** Pursuant to the Deed of Option, Seller hereby sells, conveys and transfers fee simple title ("*pleno dominio*") to the Property and the possession thereof to Buyer, and Buyer hereby purchases from Seller fee simple title to the Property and the possession thereof, in accordance with the following ----------

----------**TERMS AND CONDITIONS**----------

-----One: The purchase price is the lump sum of TWO MILLION FIVE HUNDRED THOUSAND DOLLARS ($2,500,000) (hereinafter, the "Purchase Price"). ----------

-----Two: The Purchase Price is payable as follows: ----------

------(A) The sum of TWO HUNDRED FIFTY THOUSAND

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DOLLARS ($250,000) was paid by Buyer to Seller simultaneously with the execution of the Deed of Option, which amount has been credited in its entirety to the Purchase Price.----------

------(B) Concurrently with the execution of this Deed, Buyer has delivered to Seller the sum of ONE MILLION TWO HUNDRED-FIFTY THOUSAND DOLLARS ($1,250,000), which is being credited in its entirety to the Purchase Price. Said sum has been paid by Buyer to Seller by certified or manager's check to the order of Seller and Seller hereby acknowledges receipt thereof in form and substance acceptable to Buyer. ---After crediting the aforementioned sum to the Purchase Price, the balance of the Purchase Price is reduced to the sum of ONE MILLION DOLLARS ($1,000,000) (hereinafter, the "Deferred Purchase Price"). --

------(C) The Deferred Purchase Price shall be evidenced by a mortgage note (hereinafter the "Mortgage Note") issued on this same date by Buyer in the principal sum of ONE MILLION DOLLARS ($1,000,000), with interest per annum at the rate of five percent (5%), payable in two (2) annual installments of FIVE HUNDRED THOUSAND DOLLARS ($500,000) each, maturing on the first (1st) and second (2nd) anniversaries of the execution hereof. Said installments may be partially or totally paid in advance, at any time, without penalty, provided all partial payments in advance are applied first, to the interest then owed up to the date of the advanced payment, and the balance of the advanced payment after said interest, will be applied to the principal installment(s), in order of maturity.----------

---The Mortgage Note will be guaranteed by a first mortgage over the Property in the principal sum of ONE MILLION DOLLARS ($1,000,000), which will be constituted concurrently with the execution of this Deed. ----------

-----Three: This Deed entitles Buyer to the immediate possession of the Property, without any additional formality, document or request. --------

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-----Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of Seller and, thereafter, for the account of Buyer. ----------

-----Five: Seller hereby delivers to Buyer fee simple title ("*pleno dominio*") to the Property, vacant and free and clear of liens, encumbrances or defects, "as is, where is", subject only to the Permitted Encumbrance. ----------

-----Six: Buyer specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) Seller hereby sells and Buyer hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, vacant and free of liens and encumbrances, excepting the Permitted Encumbrance, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from Seller or any of Seller's agents employees, members, representatives, attorneys or brokers (each such party a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by Seller to Buyer. Buyer further acknowledges and agrees that Seller is under no duty to make any inquiry regarding any matter that may or may not be known to Seller or any Seller Affiliate. Upon execution of this Deed, Buyer shall assume the risk of adverse matters relating to adverse investigations, and Buyer, upon execution of this Deed, shall be deemed to have waived, relinquished and released Seller and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which Buyer might have asserted or alleged or may assert or allege in the future against Seller or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions,

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events, circumstances or matters regarding the Property. This Section shall survive the execution of this Deed. ----------

-----Seven: Seller represents and warrants to Buyer that, to the best of Seller's knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----Eight: The notarial fees, stamps on the original, stamps on the first certified copy and recording rights of this Deed in the Registry will be paid by Buyer.----------

-----Nine: This Deed will be interpreted in accordance with the laws of Puerto Rico and governed by them. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of the Commonwealth of Puerto Rico in the event of any litigation pursuant to this Deed. ----------

-----Ten: All notices to the parties pursuant to this Deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

----TO SELLER:----------

------LAE PROPERTIES L.L.C. ----------
------685 Avenida Santa Teresa Jornet----------
------Mayagüez, Puerto Rico 00682----------
------Attention: Edward Ruiz Noriega ----------
------Electronic Mail: laerentals@gmail.com ----------

----TO BUYER:

------CABO ROJO LAND ACQUISITION LLC----------
------733 Third Avenue ----------
------New York, NY 10017----------
------Attention: Eileen Sawyer----------
------Electronic Mail: roberto.ruiz@ccgc.com.do ----------

-----Eleven: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

-----Twelve: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or

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judicial order, the rest of this Deed will continue in full force and effect. -----Thirteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver whichever documents or instruments, public or private, necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any rectification deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of Buyer, except that each party shall bear the fees of their respective counsel.----------

---**THIRD:** The Notary advises Buyer as to the importance of filing the corresponding Change of Ownership Application at the CRIM, and to obtain before the execution of this Deed, a certification indicating whether the Property owes any sums related to property taxes. Under applicable law, Buyer is responsible for filing at the CRIM the corresponding application for Change of Ownership within thirty (30) days from the execution hereof. Buyer hereby declares that it is fully aware of the above-mentioned obligations and releases the authorizing Notary from this responsibility. ----------

----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ----------

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing

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Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstract was prepared by Capital Title Services Inc. and is dated November twenty (20), two thousand twenty-three (2023); ----------

-----(c) that subsequent to the date of such title abstract and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry as of the date of the title abstract. ----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification; ----------

-----(e) the right of the Buyer to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, *et seq.*;----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property; ----------

-----(h) of the importance of recording a copy of this Deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this Deed is not recorded at the Registry; ----------

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-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property; ----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations; ----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its contents. ----------

-----(l) of the need and consequences to the Seller of filing the *Planilla Informativas Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles* with the Puerto Rico Treasury Department; and ----------

-----(m) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et seq.*, is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Seller, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the seller and its agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they

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were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present Deed.----------

----------**READING, ACCEPTANCE AND EXECUTION** ----------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their initials on each page thereof.----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

G.J.F.R.

OPTION AGREEMENT
CONTRATO DE OPCIÓN

This Option Agreement (this "**Agreement**") is executed in San Juan, Puerto Rico, on this sixteenth (16th) day of April, two thousand twenty four (2024),

Este Contrato de Opción (este "Contrato") se otorga en San Juan, Puerto Rico, en este día dieciséis (16) de abril de dos mil veinticuatro (2024), por y entre:

APPEAR:
COMPARECEN:

AS PARTY OF THE FIRST PART: RAFAEL FRANCISCO CARDONA DURAN (hereinafter "RAFAEL") and his wife, **MARIA DEL CARMEN ACEVEDO BLANCO (hereinafter "MARIA DEL CARMEN")**, both of legal age, married to each other, physician the first and property owner the second, and residents of San Juan, Puerto Rico. RAFAEL and MARIA DEL CARMEN will be jointly referred to hereinafter as **Sellers**;

DE LA PRIMERA PARTE: RAFAEL FRANCISCO CARDONA DURAN (en adelante "RAFAEL") *y su esposa* ***MARIA DEL CARMEN ACEVEDO BLANCO (en adelante "MARIA DEL CARMEN")****, ambos mayores de edad, casados entre sí, médico el primero y propietaria la segunda, y vecinos de San Juan, Puerto Rico. RAFAEL y MARIA DEL CARMEN serán llamados en conjunto, en adelante, los "****Vendedores****";*

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AS PARTY OF THE SECOND PART: CABO ROJO LAND ACQUISITION LLC (hereinafter "**Buyer**"), a limited liability company organized, existing and in good standing in accordance with the laws of the Commonwealth of Puerto Rico, represented herein by its authorized representative, MS. GLADYS OMAYRA FONTANEZ REYES, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this Agreement arises from Certificate of Resolution of CABO ROJO LAND ACQUISITION LLC signed by Eileen Sawyer in her capacity of Manager of CABO ROJO LAND ACQUISITION LLC, executed on March nineteen (19), two thousand twenty four (2024), in New York, New York, United States of America, before notary public Eric Orenstein; and

DE LA SEGUNDA PARTE: CABO ROJO LAND ACQUISITION LLC (en adelante la "Compradora")*, una compañía de responsabilidad limitada organizada, existente y en vigor según las leyes del Estado Libre Asociado de Puerto Rico, aquí representada por su representante autorizada, GLADYS OMAYRA FONTANEZ REYES, quien es mayor de edad, soltera, abogada y vecina de San Juan, Puerto Rico, cuya autoridad para representar a la Compradora en este contrato surge de Certificación de Resolución de Cabo Rojo Land Acquisition LLC suscrita por Eileen Sawyer, en su capacidad de Gerente de Cabo Rojo Land Acquisition LLC, el diecinueve (19) de marzo de dos mil veinticuatro (2024), en Nueva York, Estado de Nueva York, Estados Unidos de América, ante el notario público Eric Orenstein; y*

AS PARTY OF THE THIRD PART: Mister **JOSE ENRIQUE PEREZ CRUZ**, also known as José E. Pérez (hereinafter the **"Broker"**), who is of legal age, married, real estate broker, and resident of Bayamón, Puerto Rico; and

DE LA TERCERA PARTE: JOSÉ ENRIQUE PÉREZ CRUZ, *también conocido como José E. Pérez (en adelante el "**Corredor**"), quien es mayor de edad, casado, corredor de bienes raíces y vecino de Bayamón, Puerto Rico; y*

STATE AND AGREE:
EXPONEN Y CONVIENEN:

ONE: Sellers are the sole owners in fee simple title ("pleno dominio") and have the possession of the parcel of land described in the Registry of the Property, Section of San Germán (the "**Registry**"), in the Spanish Language as follows (hereinafter the "PROPERTY"):

UNO: *Los Vendedores son los dueños en pleno dominio y tienen la posesión de la parcela de terreno descrita en el Registro de la Propiedad de Puerto Rico, Sección de San Germán (el "**Registro**"), en el idioma español, como sigue (en adelante la "**PROPIEDAD**"):*

> **"RUSTICA:** Parcela número setenta y seis (76), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico. Tiene una cabida superficial de diecinueve mil seiscientos cincuenta y uno punto noventa y ocho (19,651.98) metros cuadrados. En linderos: por el NORTE, en una distancia de ciento veinte punto veinte (120.20) metros lineales, con la zona marítima y el Mar Caribe; por el SUR, en una distancia de setenta y dos punto ochenta y dos (72.82) metros lineales, con una servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela y que la separa de la parcela de Enrique Carlo Aymat; por el ESTE, en una distancia de doscientos catorce punto veinte (214.20) metros lineales, con una servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela y que la separa de la parcela número setenta y siete (77) de Eduardo Ruíz Valentín; y por el OESTE, en una distancia de ciento noventa y ocho punto setenta y seis (198.76) metros lineales, con una servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela y que la separa de la parcela número setenta y cinco (75) de Quirino Merino Pedroso."

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The PROPERTY is identified in the Registry with property number eighteen thousand eight hundred five (18,805), recorded at page seventy nine (79) of volume five hundred ten (510) of Cabo Rojo, of the San Germán Section of the Registry of the Property of Puerto Rico (hereinafter the "Registry").

La PROPIEDAD está identificada en el Registro con el número de finca dieciocho mil ochocientos cinco (18,805), inscrita al folio setenta y nueve (79) del tomo quinientos diez (510) de Cabo Rojo, de la Sección de San Germán del Registro de la Propiedad de Puerto Rico (en adelante el "Registro").

The PROPERTY was acquired by Sellers through deed number twenty nine (29), executed in Mayaguez, Puerto Rico, on April fourteen (14), two thousand twenty one (2021), before notary public Luis Roberto Santos Montalvo, presented for recording at entry two thousand twenty one dash zero four zero four zero five dash S G zero one (2021-040405-SG01) of the Karibe System of the Registry.

La PROPIEDAD fue adquirida por los Vendedores mediante escritura número veintinueve (29), otorgada en Mayaguez, Puerto Rico, el catorce (14) de abril de dos mil veintiuno (2021), ante el notario público Luis Roberto Santos Montalvo, presentada para su inscripción al asiento dos mil veintiuno guión cero cuatro cero cuatro cero cinco guión SG cero uno (2021-040405-SG01).

The property tax identification number of the PROPERTY is four hundred two dash zero zero zero dash zero zero four dash sixty seven dash zero zero zero (402-000-004-67-000).

El número de identificación de la PROPIEDAD para propósitos de impuestos es cuatrocientos dos guión cero cero cero guión cero cero cuatro guión sesenta y siete guión cero cero cero (402-000-004-67-000).

To the best of Sellers' knowledge, the PROPERTY is subject to the following liens and/or encumbrances:

Según el mejor conocimiento de los Vendedores, la PROPIEDAD está sujeta a las siguientes cargas y gravámenes:

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By its origin, the PROPERTY is free and clear of liens and encumbrances.

Por su procedencia, la PROPIEDAD está libre de cargas y gravámenes.

By itself, the PROPERTY is subject to the following liens and encumbrances, which shall be considered permitted encumbrances for purposes of this Agreement:

*Por sí, la PROPIEDAD está sujeta a las siguientes cargas y gravámenes, los cuales serán considerados gravámenes permitidos para propósitos del presente Contrato (los "**Gravámenes Permitidos**"):*

1.1. Restrictive covenants of edification and use, constituted as per deed number two hundred fifty one (251), of June one (1), nineteen hundred ninety (1990), executed in Mayaguez, Puerto Rico, before notary public Roberto M. García Rullán, recorded at page seventy nine (79) of volume five hundred ten (510) of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred five (18,805), on the margin of the first (1st) recording (the "**Permitted Encumbrance**").

Condiciones restrictivas de edificación y uso constituidas según escritura número doscientos cincuenta y uno (251), del uno (1) de junio de mil novecientos noventa (1990), otorgada en Mayaguez,

Puerto Rico, ante el notario público Roberto M. García Rullán, inscrita al folio setenta y nueve (79) del tomo quinientos diez (510) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil ochocientos cinco (18,805), al margen de la primera (1ra.) inscripción.

1.2. Mortgage guaranteeing a mortgage note in the principal sum of ONE HUNDRED FORTY THOUSAND DOLLARS ($140,000), to the order of its bearer or legal holder, with interest at ten percent (10%) per annum, due upon demand, constituted as per deed number two hundred sixty (260), executed in Mayaguez, Puerto Rico, on June one (1) nineteen hundred ninety (1990), before notary public Roberto M. García Rullán, recorded at the overleaf of page seventy nine (79) of volume five hundred ten (510) of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred five (18,805), second (2nd) recording (hereinafter the "**$140,000 Mortgage**"). The cancellation of the **$140,000 Mortgage** has been requested, as more fully explained in paragraph NINE of this Agreement.
*Hipoteca en garantía de un pagaré hipotecario por la suma principal de CIENTO CUARENTA MIL DÓLARES ($140,000), a la orden de su portador o tenedor legal, con intereses al diez por ciento (10%) anual, pagadero a la demanda, constituida según escritura número doscientos sesenta (260), otorgada en Mayaguez, Puerto Rico, el uno (1) de junio de mil novecientos noventa (1990), ante el notario público Roberto M. García Rullán, inscrita al dorso del folio setenta y nueve (79) del tomo quinientos diez (510) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil ochocientos cinco (18,805), segunda (2da.) inscripción (en adelante la "**Hipoteca de $140,000**"). La cancelación de la Hipoteca de $140,000 ha sido solicitada, según se explica completamente en el párrafo NUEVE de este Contrato.*

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TWO: Buyer wishes to acquire an option to buy the PROPERTY, with all its improvements, and rights and annexes, and Sellers wish to grant, and hereby grant, said option to Buyer (hereinafter the "**Option**") in accordance with the following:

DOS: *La Compradora desea adquirir una opción para comprar la PROPIEDAD, con todas sus mejoras, derechos y anexos, y los Vendedores desean conceder, y aquí conceden, dicha opción a la Compradora (en adelante la "**Opción**"), según los siguientes:*

TERMS AND CONDITIONS:
TÉRMINOS Y CONDICIONES:

THREE: The purchase price of the PROPERTY will be the lump sum of FIVE MILLION DOLLARS ($5,000,000) (the "**Purchase Price**"). The Purchase Price is not

subject to an appraisal report, and the Sellers shall have no obligation to reduce the Purchase Price as a result of an appraisal report obtained by the Buyer. The Purchase Price will be payable as follows:

3.1. Simultaneously with the execution of this Agreement and as consideration for the Option, Buyer will pay Sellers the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000), as good faith deposit (the "**Deposit**"), which will be non-reimbursable, except only as set forth below in this Agreement. The Deposit shall be credited by the Sellers towards the Purchase Price.
*Simultáneamente con el otorgamiento de este Contrato, la Compradora le pagará a los Vendedores la suma de DOSCIENTOS CINCUENTA MIL DÓLARES ($250,000), como depósito de buena fe (el "**Depósito**"), el cual será no reembolsable, excepto únicamente según se describe más adelante en este Contrato. El Depósito será acreditado por los Vendedores al Precio de Compra.*

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3.2. Simultaneously with the execution of the public deed whereby Buyer will purchase the PROPERTY from Sellers (the "**Purchase-Sale Deed**"), Buyer will pay Sellers, through manager's check, the sum of THREE MILLION DOLLARS ($3,000,000).
*Simultáneamente con el otorgamiento de la escritura pública mediante la cual la Compradora comprará la PROPIEDAD a los Vendedores (la "**Escritura de Compraventa**"), la Compradora pagará a los Vendedores, mediante cheque de gerente, la suma de TRES MILLONES DE DÓLARES ($3,000,000).*

3.3. The balance of the Purchase Price of the PROPERTY, net of the Deposit and the payment mentioned in 3.2, *supra*, will be the sum of ONE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($1,750,000) (the "**Deferred Purchase Price**") and will be paid as follows:
*El balance del Precio de Compra de la PROPIEDAD, neto del Depósito y del pago mencionado en 3.2, supra, será la suma de UN MILLON SETECIENTOS CINCUENTA MIL DÓLARES ($1,750,000) (el "**Precio Aplazado**") y será pagadero como sigue:*

3.3.1. Five (5) consecutive semi annual installments of principal, each for the sum of THREE HUNDRED FIFTY THOUSAND DOLLARS ($350,000), of which (i) the first (1st) will be due six (6) months after the execution of the Purchase-Sale Deed; (ii) the second (2nd) will be due at the first anniversary of the execution of the Purchase-Sale

Deed; (iii) the third (3rd) will be due eighteen (18) months after the execution of the Purchase-Sale Deed; (iv) the fourth (4th) will be due at the second anniversary of the execution of the Purchase-Sale Deed; and (v) the fifth (5th) will be due thirty (30) months after the execution of the Purchase-Sale Deed.

Cinco *(5) plazos semi anuales consecutivos de principal, cada uno por la suma de TRESCIENTOS CINCUENTA MIL DÓLARES ($350,000), de los cuales (i) el primero (1ro.) vencerá seis (6) meses después del otorgamiento de la Escritura de Compraventa; (ii) el segundo (2do.) vencerá al primer aniversario del otorgamiento de la Escritura de Compraventa; (iii) el tercero (3ro.) vencerá dieciocho (18) meses después del otorgamiento de la Escritura de Compraventa; (iv) el cuarto (4to.) vencerá al segundo (2do.) aniversario del otorgamiento de la Escritura de Compraventa; y (v) el quinto (5to.) vencerá treinta (30) meses después del otorgamiento de la Escritura de Compraventa.*

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3.4. The outstanding principal balance of the Deferred Purchase Price will earn interest at a simple rate of six percent (6%) per annum. Said interest will be payable in installments that coincide with those mentioned in Section 3.3.1, *supra*.

El balance insoluto de principal del Precio Aplazado devengará intereses simples al seis por ciento (6%) anual. Dichos intereses serán pagaderos en plazos que coincidirán con los mencionados en la Sección 3.3.1, supra.

FOUR: The Option is granted for a term of one hundred eighty (180) days, starting on the date of execution of this Agreement and ending on October sixteen (16) two thousand twenty four (2024) (the "**Term**").

CUATRO: *Esta Opción se concede por un término de ciento ochenta (180) días, comenzando en la fecha de otorgamiento de este Contrato y terminará el dieciséis (16) de octubre de dos mil veinticuatro (2024) (el "**Término**").*

FIVE: If the Term ends and Buyer has not executed the Purchase-Sale Deed for the PROPERTY within the Term (except for reasons attributable to Sellers), then the Deposit will be retained by the Sellers, as liquidated damages and Sellers shall have no further liabilities or obligations to the Buyer with regards to the PROPERTY. If the PROPERTY cannot be bought by Buyer within the Term, for reasons attributable to Sellers, then Sellers will reimburse the Deposit to Buyer at the end of the Term. Buyer has represented to Sellers that, Buyer's execution of the Purchase-Sale Deed is not subject to the Buyer obtaining financing therefor. Furthermore, Buyer acknowledges and agrees that the Purchase Price shall not be modified or adjusted by the Sellers as a result of an appraisal report for the PROPERTY obtained by the Buyer.

CINCO: *Si el Término terminare y la Compradora no hubiere otorgado la Escritura de Compraventa de la PROPIEDAD dentro del Término (excepto por razones atribuibles a los Vendedores), entonces el Depósito será retenido por los Vendedores, como daños líquidos y los Vendedores no tendrán más deudas u obligaciones para con la*

Compradora acerca de la PROPIEDAD. Si la PROPIEDAD no pudiere ser comprada por la Compradora dentro del Término, por razones atribuibles a los Vendedores, entonces los Vendedores le reembolsarán el Depósito a la Compradora al final del Término. La Compradora le ha representado a los Vendedores que el otorgamiento por la Compradora de la Escritura de Compraventa no esta sujeto a la obtención por parte de la Compradora de financiamiento para ello. Además, la Compradora reconoce y acuerda que el Precio de Compra no será modificado o ajustado por los Vendedores como resultado de tasación de la PROPIEDAD obtenida por la Compradora.

SIX: The Deferred Purchase Price will be evidenced by a mortgage note in the principal sum of ONE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($1,750,000) issued by Buyer to the order of Sellers and secured by a first mortgage encumbering the PROPERTY.

SEIS: *El Precio Aplazado será evidenciado por pagare hipotecario por la suma principal de UN MILLÓN SETECIENTOS CINCUENTA MIL DÓLARES ($1,750,000), emitido por la Compradora a la orden de los Vendedores y garantizado por una primera hipoteca gravando la PROPIEDAD.*

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The public deed to constitute the above referred mortgage in guarantee of the Deferred Purchase Price will be executed before a notary public selected by Buyer and acceptable to Sellers. The legal fees, stamps in the original and first certified copy of the deed of constitution of mortgage, as well as its recording rights, will be for the account of the Buyer.

La escritura pública para constituir la referida hipoteca en garantía del Precio Aplazado será otorgada ante un notario público seleccionado por la Compradora y aceptable a los Vendedores. Los honorarios legales, sellos en el original y en la primera copia certificada de la escritura de constitución de hipoteca, así como sus derechos de inscripción, serán por cuenta y cargo de la Compradora.

SEVEN: The real estate property taxes payable to the CRIM, and all special taxes (if applicable) of the PROPERTY will be the responsibility of Sellers and payable by Sellers up to the date of execution of the Purchase-Sale Deed (the "**Closing Date**"). Thereafter, they shall be the responsibility of Buyer and payable by Buyer.

SIETE: *Las contribuciones sobre la propiedad inmueble pagaderas al CRIM y la contribución especial (si aplicare) de la PROPIEDAD serán la responsabilidad de los Vendedores y pagadas por los Vendedores hasta la fecha del otorgamiento de la Escritura de Compraventa (la "**Fecha de Cierre**"). De entonces en adelante serán responsabilidad de la Compradora y pagaderas por la Compradora.*

EIGHT: The Purchase-Sale Deed shall be executed before a notary public selected by Buyer, and the notary fees payable thereto shall be paid by the Buyer.

OCHO: *La Escritura de Compraventa será otorgada ante un notario público seleccionado por la Compradora y los honorarios notariales serán pagados por la Compradora.*

NINE: Deeds to cancel any liens or encumbrances affecting the PROPERTY, if any, existing at the time of execution of the Purchase-Sale Deed, except the Permitted Encumbrance, will be executed no later than the Closing Date, before a notary public selected by Buyer. The legal fees, stamps in the original and first certified copy of the deed(s) to cancel any liens or encumbrances affecting the PROPERTY, if any, as well as its recording rights will be for the account of Sellers, up to a maximum of six hundred four dollars with fifty cents ($604.50).

NUEVE: *Las escrituras de cancelación de cualquier carga o gravamen que afecte la PROPIEDAD, si alguna, existente(s) al momento del otorgamiento de la Escritura de Compraventa, excepto los Gravámenes Permitidos, serán otorgadas no después de la Fecha de Cierre, ante un notario público seleccionado por la Compradora. Los honorarios legales, sellos en el original y primera copia certificada de la(s) escritura(s) de cancelación de cualquier gravamen o carga que afecte la PROPIEDAD, si alguna, así como sus derechos de inscripción y gastos serán por cuenta de los Vendedores y pagaderos por los Vendedores, hasta un máximo de seiscientos cuatro dólares con cincuenta centavos ($604.50).*

As per a title study dated January thirty one (31), two thousand twenty four (2024), apart from the Permitted Encumbrance, the PROPERTY was subject to the **$140,000 Mortgage.**

Según un estudio de título fechado el treinta y uno (31) de enero de dos mil veinticuatro (2024), la PROPIEDAD está sujeta a la ***Hipoteca de $140,000****.*

G.D.F.R. MLA AEP

The cancellation of the **$140,000 Mortgage** has been requested from the Honorable Registrar of the Property of San Germán, as per document ("Instancia") subscribed by Caridad Belén Rodríguez Mayo and Juan José Doreste Rodríguez, previous owners of the PROPERTY, on March thirty one (31), two thousand twenty one (2021), affidavit number 22,920, before notary public Luis Roberto Santos Montalvo, presented for recording at entry two thousand twenty one dash zero four zero four zero five dash S G zero one (2021-040405-SG 01) of the Karibe System, Section of San Germán of the Registry, on April eight (8), two thousand twenty one (2021). Buyer will proceed to execute the Purchase Sale Deed, even if the referenced "Instancia" to cancel the **$140,000 Mortgage** is still pending registration in the Registry.

La cancelación de la ***Hipoteca de $140,000*** *ha sido solicitada al Honorable Registrador de la Propiedad de San Germán, según documento ("Instancia") suscrito por Caridad Belén Rodríguez Mayo y Juan José Doreste Rodríguez, dueños anteriores de la PROPIEDAD, el treinta y uno (31) de marzo de dos mil veintiuno (2021), afidávit número veintidós mil novecientos veinte (22,920), ante el notario público Luis Roberto Santos Montalvo, presentada para su inscripción al asiento dos mil veintiuno guión cero cuatro cero cuatro cero cinco guión SG cero uno (2021-040405-SG01) del Sistema Karibe de la Sección de San Germán del Registro, el ocho (8) de abril de dos mil veintiuno (2021). La Compradora procederá a otorgar la Escritura de Compraventa de la PROPIEDAD aunque la referida Instancia para cancela la* ***Hipoteca de $140,000*** *este aún pendiente de inscripción en el Registro.*

TEN: Buyer specifically acknowledges and agrees that, except as expressly set forth in Paragraph FIFTEEN of this Agreement, (i) Sellers shall sell and Buyer shall purchase the PROPERTY "as-is," "where-is" and "with all faults" and latent and patent defects, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or written, express or implied, statutory or otherwise, from Sellers or any of its agents, employees, members, representatives, attorneys or brokers (each such party, a "**Sellers Affiliate**") as to any matter concerning the PROPERTY, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the PROPERTY provided by Sellers to Buyer (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the PROPERTY or any aspect or portion thereof (including, without limitation, structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities, electrical, mechanical, HVAC, plumbing, sewage, and utility systems, facilities, and appliances, soils, geology, and groundwater); (b) the dimensions, area, and lot size of the PROPERTY and the square footage of the buildings or improvements located thereon or of any tenant space therein; (c) the development or income potential, or rights of or relating to, the PROPERTY or the PROPERTY's use, habitability, merchantability, or fitness, or the suitability, value, or adequacy of the PROPERTY for any particular purpose; (d) the zoning or other legal status of the PROPERTY or any other public or private restrictions on the use of the PROPERTY, the compliance of the PROPERTY or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of Buyer or any other person to obtain any necessary governmental approvals, licenses, or permits for Buyer's or such other person's intended use or development of the PROPERTY; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters relating to the operation of the PROPERTY. Buyer expressly acknowledges and agrees that Buyer is not relying on any representation or warranty of Sellers or any Sellers Affiliate, whether implied, presumed, or expressly provided at law or otherwise, arising by virtue of any statute, common law, or other legally binding right or remedy in favor of Buyer. Buyer further acknowledges and agrees that Sellers are under no duty to make any inquiry regarding any matter that may or may not be known to Sellers or any Sellers Affiliate. Upon execution of the Purchase-Sale Deed, Buyer shall assume the risk of adverse matters relating to adverse physical and legal conditions that may not have been revealed by Buyer's investigations, and Buyer, upon execution of the Purchase-Sale Deed, shall be deemed to have waived, relinquished and released Sellers and all Sellers Affiliate from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which Buyer might have asserted or alleged or may assert or allege in the future against Sellers or any Sellers Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws, and any and all other acts, omissions, events, circumstances or matters regarding the PROPERTY. This Section shall survive the execution of the Purchase-Sale Deed.

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DIEZ: *La Compradora específicamente reconoce y acepta que, excepto según se dispone expresamente en el párrafo QUINCE del este Contrato, (i) los Vendedores, mediante la Escritura de Compraventa, venderán y la Compradora comprará la PROPIEDAD "donde está, como está" con todas sus faltas y defectos; (ii) la Compradora no está descansando en representación o garantía de clase alguna, oral o escrita, expresa o implícita, estatutaria o de cualquier otra naturaleza, de parte de los Vendedores o de algún agente, empleado, miembro, representante, abogado o corredor (cada uno de ellos un "Afiliado de los Vendedores") acerca de cualquier asunto concerniente a la PROPIEDAD, o que aparezca o este contenido o mencionado en cualquier material, documento, estudio, reporte, información o datos relacionados a la PROPIEDAD provisto(s) por los Vendedores a la Compradora (incluyendo sin limitación, su corrección e integridad) e incluyendo, sin limitación: (a) la calidad, naturaleza, habitabilidad, mercabilidad, uso, operación, valor, adecuacidad o condición física de la PROPIEDAD o cualquier aspecto o porción de la misma (incluyendo, sin limitación, elementos estructurales, cimientos, techos, accesorios, accesos, jardinería, facilidades de estacionamiento, electricidad, plomería, HVAC, e instalaciones mecánicas, alcantarillado, servicios ["utilities"], facilidades, enseres, suelos, geología y nivel freático); (b) las dimensiones, áreas y tamaño de la PROPIEDAD y los pies cuadrados de los edificios o mejoras en la misma, si alguno, o de cualquier espacio arrendado en la misma; (c) el potencial de desarrollo o ingresos de la PROPIEDAD, o derechos relacionados a la PROPIEDAD o al uso, habitabilidad, mercabilidad, aptitud física, valor, o adecuacidad de la PROPIEDAD para cualquier propósito; (d) la zonificación u otro estado o condición legal de la PROPIEDAD o cualquier otra restricción pública o privada en el uso de la PROPIEDAD, el cumplimiento de la PROPIEDAD con cualquier aplicable código, ley, regulación, estatuto, ordenanza, convenio, condición y restricción de cualquier autoridad gubernamental o de otra persona o entidad (incluyendo, sin limitación, el "American with Disabilities Act"); (e) la capacidad de la Compradora o de cualquier otra persona de obtener cualquier necesaria aprobación gubernamental, licencia o permiso para el uso propuesto para la PROPIEDAD por la Compradora o aquellas otras personas que contemplan usar o desarrollar la PROPIEDAD (f) la calidad de cualquier labor, trabajo o material usado en la construcción de cualquier mejora; (g) las condiciones económicas o los ingresos y gastos, proyecciones de ingresos o gastos y otros asuntos financieros acerca de la operación de la PROPIEDAD. La Compradora expresamente reconoce y acuerda que la Compradora no está descansando en representación o garantía alguna por parte de los Vendedores o de Afiliado de los Vendedores, ya sea implícita, presumida o expresamente provista por ley o de otra forma, que surja en virtud de cualquier estatuto, derecho común o cualquier otro vinculante derecho o remedio a favor de la Compradora. La Compradora también reconoce y acuerda que los Vendedores no tienen obligación alguna de hacer investigaciones acerca de cualquier asunto conocido o desconocido por los Vendedores o cualquier Afiliado de los Vendedores. Al otorgarse la Escritura de Compraventa, la Compradora asumirá el riesgo de asuntos adversos relacionados con investigaciones adversas y la Compradora, al otorgarse la Escritura de Compraventa, se entenderá que ha reconocido y relevado a los Vendedores y a los Afiliados de los Vendedores de y contra cualquier reclamación, de cualquiera y toda naturaleza y carácter (incluyendo honorarios de abogados), conocida o desconocida, que la Compradora pudiera haber presentado o alegado o pudiere presentar o alegar en el futuro contra los*

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Vendedores o cualquier Afiliado de los Vendedores en cualquier momento por causa de, o que surgiere de, cualquier defecto aparente o latente, condición física, violación a cualquier ley aplicable y cualquier otro acto, omisión, evento, circunstancia o asunto relacionado a la PROPIEDAD. Esta Sección sobrevivirá al otorgamiento de la Escritura de Compraventa.

ELEVEN: Through the Purchase-Sale Deed, Buyer will acquire recordable fee simple title to the PROPERTY and possession thereof, free and clear of occupants, liens and encumbrances, except only the Permitted Encumbrance. During the Term of the Option, Sellers shall have possession of the PROPERTY and will be allowed to conduct legal business activities in the PROPERTY, in the ordinary course.

ONCE: *Mediante la Escritura de Compraventa, la Compradora adquirirá título en pleno dominio inscribible sobre la PROPIEDAD y la posesión de la misma, libre de ocupantes, cargas y gravámenes, excepto únicamente los Gravámenes Permitidos. Durante el Término de la Opción, los Vendedores tendrán la posesión de la PROPIEDAD y estarán autorizados a conducir actividades de negocios lícitos en la PROPIEDAD, en el curso ordinario.*

TWELVE: The notarial fees, stamps on the originals, stamps on the first certified copy and recording rights in the Registry of the Purchase-Sale Deed will be paid by Buyer. The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of the deed(s) of cancellation, if any, related to the PROPERTY shall be paid by Sellers.

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DOCE: *Los honorarios notariales, sellos en el original, sellos en la primera copia certificada y derechos de inscripción en el Registro de la Escritura de Compraventa serán pagados por la Compradora. Los honorarios notariales, sellos en el original, sellos en la primera copia certificada y derechos de inscripción en el Registro de la(s) escritura(s) de cancelación, si alguna, relacionadas a la PROPIEDAD serán pagados por los Vendedores.*

THIRTEEN: This Agreement will be interpreted in accordance with the laws of Puerto Rico and governed by them. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of Puerto Rico in the event of any litigation pursuant to this Agreement.

TRECE: *Este Contrato será interpretado de acuerdo a las leyes de Puerto Rico y gobernado por ellas. Las partes comparecientes se someten a la jurisdicción exclusiva del Tribunal General de Justicia de Puerto Rico en caso de cualquier litigio en virtud de este Contrato.*

FOURTEEN: All notices to the parties pursuant to this Agreement must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:

CATORCE: *Todas las notificaciones a las partes en virtud de este Contrato deben ser por correo certificado con acuse de recibo, con copias por correo electrónico, a las siguientes respectivas direcciones de las partes:*

TO SELLERS:
A LOS VENDEDORES:
DR. RAFAEL FRANCISCO CARDONA DURAN
MRS. MARIA DEL CARMEN ACEVEDO BLANCO
Urb. Monteverde Real
96 Calle Tulip
San Juan, PR 00926-5930
Electronic Mail: mcacevedo2008@yahoo.com

TO BUYER:
A LA COMPRADORA:
CABO ROJO LAND ACQUISITION LLC
Ochoa Building
500 de la Tanca Street, Suite 514
San Juan, PR 00901
Attention: Eileen Sawyer

with copy to:
con copia a:

250 Muñoz Rivera Avenue, Suite 440
San Juan, PR 00918
Attention: Roberto Ruíz
Electronic Mail: roberto.ruiz@ccgc.com.do

TO BROKER:
AL CORREDOR:
Calle Cádiz 1218
Puerto Nuevo
San Juan, Puerto Rico 00920
Attention: José Enrique Pérez Cruz
Electronic Mail: passportre@gmail.com

FIFTEEN: Sellers represent and warrant to Buyer that, to the best of Sellers' knowledge, in the PROPERTY there are no toxic, dangerous, contaminated or contaminating substances, and that the PROPERTY has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances. EXCEPT FOR THE FOREGOING REPRESENTATION, BUYER ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER BY SELLERS OR ANY AGENT, OFFICER, EMPLOYEE OR REPRESENTATIVE THEREOF REGARDING THE PROPERTY. BUYER HEREBY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS SALE IS MADE WITHOUT REPRESENTATION, COVENANT OR WARRANTY

OF ANY KIND (WHETHER EXPRESS, IMPLIED OR STATUTORY) BY SELLERS, EXCEPT AS SPECIFICALLY SET FORTH IN THIS PARAGRAPH.

QUINCE: *Los Vendedores representan y garantizan que, según el mejor conocimiento de los Vendedores, en la PROPIEDAD no hay sustancias tóxicas peligrosas, contaminadas o contaminantes. EXCEPTO POR LA SUSODICHA REPRESENTACIÓN, LA COMPRADORA RECONOCE QUE NO ESTA DESCANSANDO EN REPRESENTACIONES O GARANTIAS DE CLASE ALGUNA POR PARTE DE LOS VENDEDORES O SUS AGENTES, OFICIALES, EMPLEADOS O REPRESENTANTES ACERCA DE LA PROPIEDAD. LA COMPRADORA AQUÍ ACUERDA QUE, HASTA EL ALCANCE MAXIMO PERMITIDO POR CUALQUIER LEY APLICABLE, ESTA COMPRAVENTA SE EFECTUA SIN REPRESENTACION, CONVENIO O GARANTIA DE CLASE ALGUNA (TANTO EXPRESA COMO IMPLICITA O ESTATUTARIA) POR PARTE DE LOS VENDEDORES, EXCEPTO SEGÚN SE DISPONE EN EL PRESENTE PARRAFO.*

SIXTEEN: The appearing parties acknowledge that the Broker, mister José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy eight (10,478), alone or in association with other brokers, has acted as real estate broker for Buyer in the transaction which is the subject of this Option. The fees to Mr. Pérez Cruz and his associates, if any, for said service will be the responsibility of Buyer and paid by Buyer simultaneously with the execution of the Purchase-Sale Deed, only if the Option is exercised by Buyer and Buyer buys the PROPERTY pursuant to the Option. Said fees will amount to TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000), equivalent to five percent (5%) of the Purchase-Sale Price of the PROPERTY. Sellers will not be responsible for the payment of any fees to Mr. José Enrique Pérez Cruz. Mr. Eugenio Suárez has assisted Mr. José Enrique Pérez Cruz in his efforts as a broker. Mr. Eugenio Suárez's fees for said assistance will be borne by Broker. Sellers will not be responsible for the payment of any brokerage commission and Sellers represent that they have not used brokers or intermediaries in connection with the purchase sale of the PROPERTY.

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DIECISÉIS: *Las partes comparecientes reconocen que el Corredor, señor José Enrique Pérez Cruz, corredor de bienes raíces de Puerto Rico con la licencia número diez mil cuatrocientos setenta y ocho (10,478), solo o en sociedad con otros corredores, ha actuado como corredor de la Compradora en la transacción objeto de esta Opción. Los honorarios del señor Pérez Cruz y sus asociados, si alguno, por dichos servicios serán responsabilidad de la Compradora y serán pagados por la Compradora simultáneamente con el otorgamiento de la Escritura de Compraventa, solamente si la Opción es ejercitada por la Compradora y la Compradora compra la PROPIEDAD en virtud de la Opción. Dichos honorarios ascenderán a la suma de DOSCIENTOS CINCUENTA MIL DÓLARES ($250,000), equivalentes al cinco por ciento (5%) del Precio de Compra de la PROPIEDAD. Los Vendedores no serán responsables del pago de honorario alguno al señor José Enrique Pérez Cruz. El señor Eugenio Suárez ha asistido al señor José Enrique Pérez Cruz en sus esfuerzos como corredor. Los honorarios del señor Eugenio Suárez por dicha asistencia serán cubiertos por el Corredor. Los Vendedores no serán responsables del pago de comisión de corretaje alguna y los*

Vendedores representan que ellos no han usado corredores o intermediarios con relación a la compraventa de la PROPIEDAD.

SEVENTEEN: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Agreement.

DIECISIETE: *El plural y el singular, así como el masculino, femenino, neutro y demás géneros se usan indistintamente en este Contrato.*

EIGHTEEN: In the event that any clause or provision of this Agreement is declared null, void or invalid by a final and firm resolution, judgement or judicial order, then and in that event the rest of this Agreement will continue in full force and effect.

DIECIOCHO: *En caso de que cualquier cláusula o disposición de este Contrato fuere declarada nula, inválida o no vinculante mediante resolución, sentencia u orden judicial final y firme, entonces y en ese caso, el resto de este Contrato continuará en pleno vigor y efecto.*

NINETEEN: During the Term, Buyer and its employees, agents and/or contractors are authorized to enter the PROPERTY to make studies, identify boundaries, take measurements and make inspections, during business days and hours, and the persons entering the PROPERTY pursuant to this authorization will be responsible for the damages suffered or caused by them in the PROPERTY. Every employee who enters the PROPERTY pursuant to this authorization will be insured by a valid policy of the Puerto Rico State Insurance Fund, and, if applicable, of the "Chauffers' Insurance" or "Seguro Choferil". In addition, Buyer will have in place, during the term of the Option, a public liability insurance policy covering damages caused or suffered in the PROPERTY by the persons who enter it pursuant to this authorization, with a minimum coverage of ONE MILLION DOLLARS ($1,000,000) per occurrence. Sellers will appear as co-insured in the policy, together with Buyer, as their respective interests appear. BUYER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SELLERS FROM AND AGAINST ANY AND ALL LIENS, ACTIONS, LOSSES, COSTS, DAMAGES, CLAIMS, LIABILITIES, EXPENSES, PENALTIES, FINES, INTEREST OR SUITS (INCLUDING LITIGATION EXPENSES AND COURT COSTS AND REASONABLE ATTORNEYS' FEES) BROUGHT, SOUGHT OR INCURRED BY OR AGAINST THE SELLERS RESULTING FROM, ARISING OUT OF, OR IN ANY WAY RELATING TO, ENTRY UPON THE PROPERTY BY BUYER OR ANY OF THE OTHER BUYER'S REPRESENTATIVES OR OTHERWISE IN ANY WAY RELATED TO ANY OF BUYER'S INSPECTIONS OR INVESTIGATIONS OF THE PROPERTY, WHETHER CONDUCTED PRIOR TO, AS OF OR SUBSEQUENT TO THE DATE OF THIS AGREEMENT, OR ANY VIOLATION OF THE PROVISIONS OF THIS PARAGRAPH NINETEEN EXCEPT FOR ANY LIENS, ACTIONS, LOSSES, COSTS, DAMAGES, CLAIMS AND LIABILITIES WHICH ARE CAUSED BY SELLERS OR SELLERS' REPRESENTATIVES' WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. The foregoing indemnification and repair and restoration obligations (herein collectively referred to as "**Buyer's Indemnity**") shall expressly survive the Closing Date or any earlier termination of this Agreement.

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DIECINUEVE: *Durante el Término, la Compradora y sus empleados, agentes y/o contratistas estarán autorizados a entrar a la PROPIEDAD para hacer estudios, identificar linderos, tomar medidas y hacer inspecciones, durante días y horas laborables, y las personas que entren a la PROPIEDAD en virtud de esta autorización serán responsables de los daños que sufran o causen en la PROPIEDAD. Todo empleado que entre a la PROPIEDAD en virtud de esta autorización estará asegurado por una póliza de seguro válida del Fondo del Seguro del Estado de Puerto Rico y, si aplicable, del Seguro Choferil. Además, la Compradora mantendrá una póliza de responsabilidad pública cubriendo daños causados o sufridos en la PROPIEDAD por las personas que entren a la misma en virtud de la presente autorización, con una cubierta mínima de UN MILLÓN DE DÓLARES ($1,000,000) por evento. Los Vendedores aparecerán como co-asegurados en dicha póliza, junto con la Compradora, según aparezcan sus respectivos intereses. LA COMPRADORA INDEMNIZARA, DEFENDERA Y MANTENDRA A SALVO A LOS VENDEDORES CONTRA CUALQUIER Y TODO GRAVAMEN, ACCION, PÉRDIDAS, COSTOS, DAÑOS, RECLAMACIONES, PASIVOS, GASTOS, PENALIDADES, MULTAS, SENTENCIAS O DEMANDAS (INCLUYENDO GASTOS DE LITIGIOS, COSTAS DEL TRIBUNAL Y HONORARIOS RAZONABLES DE ABOGADOS) TRAIDOS, BUSCADOS O INCURRIDOS POR O CONTRA LOS VENDEDORES Y RESULTANTES DE, O SURGIENDO POR MOTIVO DE, O EN CUALQUIER FORMA RELACIONADOS CON, LA ENTRADA EN LA PROPIEDAD POR LA COMPRADORA O CUALQUIER OTRO REPRESENTANTE DE LA COMPRADORA O DE CUALQUIERA OTRA FORMA RELACIONADO(S) A CUALQUIER INSPECCIÓN O INVESTIGACIÓN POR LA COMPRADORA DE LA PROPIEDAD, CONDUCIDA TANTO ANTES DE, O DESPUES DE, LA FECHA DE ESTE CONTRATO, O POR CUALQUIER VIOLACION DE LAS DISPOSICIONES DE ESTE PARRAFO DIECINUEVE, EXCEPTO CUALQUIER GRAVAMEN, ACCIÓN, PÉRDIDA, COSTO DAÑO, RECLAMACIONES Y DEUDAS QUE SEAN CAUSADAS POR MALA CONDUCTA INTENCIONAL O CRASA NEGLIGENCIA DE LOS VENDEDORES O POR REPRESENTANTES DE LOS VENDEDORES. Las referidas obligaciones de reparación y restauración (aquí llamadas en conjunto las "Indemnizaciones por la Compradora") expresamente sobrevivirán la Fecha de Cierre o cualquier terminación anterior de este Contrato.*

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TWENTY: During the Term, Buyer, at Buyer's sole expense, is authorized to seek the approvals, permits and endorsements necessary for the development in the PROPERTY of a residential, recreational and tourism project, or of part of a residential, recreational and tourism project, provided the existing DTS zoning of the PROPERTY is not changed, and that such approvals, permits and endorsements (i) comply with the requirements of the existing DTS zoning of the PROPERTY; and (ii) do not negatively affect and/or diminish the value or quality of the PROPERTY. Sellers hereby commit to confirm this authorization in writing if required by Buyer, for presentation to the corresponding public or governmental agencies and entities. If the PROPERTY is not purchased by Buyer, all approvals, permits and endorsements obtained by Buyer for the PROPERTY pursuant to the aforesaid authorization will be transferred and assigned by Buyer to Sellers at the end of the Term, at no cost to Sellers. Buyer acknowledges

and agrees that (A) the Term shall not be extended as a result of delays or failures by the Buyer to obtain the desired permits for Buyer's intended use of the PROPERTY; and (B) Sellers shall not be under any obligation to return the Deposit to Buyer due to a failure or delay by the Buyer in obtaining the permits required for Buyer's intended use of the PROPERTY.

VEINTE: *Durante el Término, la Compradora, al solo costo de la Compradora, esta autorizada a solicitar aprobaciones, permisos y endosos necesarios para el desarrollo en la PROPIEDAD de un proyecto residencial , recreacional y turístico, o de parte de un proyecto residencial, recreacional y turístico, siempre y cuando la zonificación DTS de la PROPIEDAD no se cambie y que dichas aprobaciones, permisos y endosos (i) cumplan con los requisitos de la existente zonificación DTS de la PROPIEDAD, y (ii) no afecten negativamente o disminuyan el valor o calidad de la PROPIEDAD. Los Vendedores aquí se comprometen a confirmar esta autorización por escrito, si fuere requerido por la Compradora, para presentación a las correspondientes agencias o entidades públicas o gubernamentales. Si la PROPIEDAD no fuere comprada por la Compradora, todas las aprobaciones, permisos y endosos obtenidos por la Compradora para la PROPIEDAD en virtud de la referida autorización serán transferidos y cedidos por la Compradora a los Vendedores al finalizar el Término, sin costo a los Vendedores. La Compradora reconoce y acuerda que (A) el Término no será extendido como resultado de demoras o fracasos por la Compradora en la obtención de los permisos deseados para el uso propuesto por la Compradora para la PROPIEDAD; y (B) los Vendedores no tendrán obligación alguna de devolver el Depósito a la Compradora por el fracaso o demora de la Compradora en obtener los permisos requeridos para que la Compradora le dé el uso que interesa a la PROPIEDAD.*

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TWENTY ONE: The PROPERTY may not be materially altered during the Term, except only if specifically authorized in advance, in writing, by Sellers and Buyer.

VEINTIUNO: *La PROPIEDAD no será materialmente alterada durante el Término, excepto solo con la previa autorización escrita de los Vendedores y la Compradora.*

TWENTY TWO: The Option is not transferable by Sellers. Conversely, Buyer is authorized to transfer or assign this Agreement and all its rights and obligations hereunder, at the sole option and discretion of Buyer.

VEINTIDÓS: *Esta Opción no es transferible por los Vendedores. Por otro lado, la Compradora está autorizada a transferir o asignar el presente Contrato y todos sus derechos y obligaciones en virtud del mismo, a la sola opción y discreción de la Compradora.*

TWENTY THREE: It is required for the execution of the Option Agreement that Sellers complete and make available to Buyer, through its real estate broker, the form attached herein and made a part hereof as **Exhibit A**, duly filled.

VEINTITRÉS: *Es requisito previo indispensable para el otorgamiento de la Opción que los Vendedores completen y hagan llegar a la Compradora, a través de su corredor de bienes raíces, el formulario que se aneja a la presente haciéndose formar parte de la misma como **Anejo A**, debidamente cumplimentado.*

IN WITNESS WHEREOF, the appearing parties execute and sign this Agreement on the dates and in the places which appear in the affidavits underneath their respective signatures, below, to be effective in San Juan, Puerto Rico, on the date which appears in its introductory paragraph, above.

POR TODO LO CUAL, *las partes comparecientes otorgan y firman este Contrato en las fechas y lugares que aparecen en los afidávits debajo de sus respectivas firmas, al calce de este Contrato, para ser efectivo en San Juan, Puerto Rico, en la fecha que aparece en su párrafo introductorio, antes en este Contrato.*

RAFAEL FRANCISCO CARDONA DURAN

MARIA DEL CARMEN ACEVEDO BLANCO

CABO ROJO LAND ACQUISITION LLC

GLADYS OMAYRA FONTANEZ REYES
Authorized Representative

JOSE ENRIQUE PEREZ CRUZ

Affidavit Number: 4,625
Afidávit Número: 4,625

Acknowledged and subscribed before me by Rafael Francisco Cardona Durán and his wife, María del Carmen Acevedo Blanco, both of legal age, married to each other, physician the first and property owner the second and residents of Caguas, Puerto Rico, both personally known to me. In San Juan, Puerto Rico, on this sixteenth (16th) day of April, two thousand twenty four (2024).

Reconocido y suscrito ante mi por Rafael Francisco Cardona Durán y su esposa, María del Carmen Acevedo Blanco, ambos mayores de edad, casados entre sí, medico el primero y ama de casa la segunda y vecinos de Caguas, Puerto Rico, a quienes conozco personalmente. En San Juan, Puerto Rico, hoy dieciséis (16) de abril de dos mil veinticuatro (2024).

RECIBO
Sello
4U23-00039413
9397
02/15/2024
$5.00
Sello de Asistencia Legal
80004-2024-0215-92159203

MARÍA DEL ROSARIO PUJOL THOMPSON
ABOGADO-NOTARIO

Notary Public
Notario Público

Affidavit Number: 4,624
Afidávit Número: 4,624

Acknowledged and subscribed before me by Gladys Omayra Fontanez Reyes, of legal age, single, attorney at law and resident of San Juan, Puerto Rico, in his capacity as Authorized Representative of Cabo Rojo Land Acquisition LLC, who is personally known to me. In San Juan, Puerto Rico, on this sixteenth (16th) day of April, two thousand twenty four (2024).

Reconocido y suscrito ante mi por Gladys Omayra Fontanez Reyes, mayor de edad, soltera, abogada y vecina de San Juan, Puerto Rico, en su carácter de Representante Autorizada de Cabo Rojo Land Acquisition LLC, a quien conozco personalmente. In San Juan, Puerto Rico, hoy dieciséis (16) de abril de dos mil veinticuatro (2024).

RECIBO
Sello
9397
03/12/2024
$5.00
Sello de Asistencia Legal
80004-2024-0312-66577158

MARÍA DEL ROSARIO PUJOL THOMPSON
ABOGADO-NOTARIO

Notary Public
Notario Público

Affidavit Number: 4,626
Afidávit Número: 4,626

Acknowledged and subscribed before me by José Enrique Pérez Cruz, of legal age, married, real estate broker and resident of Bayamón, Puerto Rico, in his personal capacity, who is personally known to me. In San Juan, Puerto Rico, on this sixteenth (16th) day of April, two thousand twenty four (2024).
Reconocido y suscrito ante mi por José Enrique Pérez Cruz, mayor de edad, casado, corredor de bienes raíces y vecino de Bayamón, Puerto Rico, en su carácter personal y a quien conozco personalmente. En San Juan, Puerto Rico, hoy dieciséis (16) de marzo de dos mil veinticuatro (2024).



Notary Public
Notario Público



G.D.F.R.
MRA
AEP

OPTION AGREEMENT

This Option Agreement (this "**Agreement**") is executed in San Juan, Puerto Rico, on this twenty fifth (25th) day of March, two thousand twenty four (2024),

APPEAR:

AS PARTY OF THE FIRST PART: EL COMBATE DEVELOPMENT, LLC (hereinafter "**Seller**"), a limited liability company organized, existing and in good standing in accordance with the laws of the Commonwealth of Puerto Rico, represented herein by its President, MR. VICTOR ANDINO FIGUEROA, who is of legal age, married, business executive and resident of Toa Baja, Puerto Rico, whose authority to represent Seller in this agreement arises from Certificate of Resolution of EL COMBATE DEVELOPMENT, LLC, signed by Brenda Otero Robles in her capacity of Secretary of EL COMBATE DEVELOPMENT, LLC, executed on February twenty three (23), two thousand twenty four (2024), in San Juan, Puerto Rico, affidavit number two hundred eighty (280), before notary public Pedro Ortíz Cortés;

AS PARTY OF THE SECOND PART: CABO ROJO LAND ACQUISITION LLC (hereinafter "**Buyer**"), a limited liability company organized, existing and in good standing in accordance with the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, MS. GLADYS OMAYRA FONTANEZ REYES, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this agreement arises from Certificate of Resolution of CABO ROJO LAND ACQUISITION LLC signed by Eileen Sawyer in her capacity of Manager of CABO ROJO LAND ACQUISITION LLC, executed on March nineteen (19), two thousand twenty four (2024), in New York, New York, United States of America, before notary public Eric Orenstein; and

G.D.F.R.

AS PARTY OF THE THIRD PART: ICONIC REALTY GROUP, LLC (hereinafter the "**Broker**"), a limited liability company organized, existing and in good standing in accordance with the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, MRS. ILEANA MARGARITA CAMBÓ SAAVEDRA, who is of legal age, married, real estate broker and resident of San Juan, Puerto Rico, whose authority to represent the Broker in this agreement arises from Certificate of Resolution of ICONIC REALTY GROUP, LLC signed by Roberto Manuel Cacho Pérez in his capacity of Assistant Secretary of ICONIC REALTY GROUP, LLC, executed on March twenty two (22), two thousand twenty four (2024), in San Juan, Puerto Rico, affidavit number four thousand six hundred seven (4,607), before notary public María del Rosario Pujol Thompson; and

STATE AND AGREE:

ONE: Seller is the sole owner of fee simple title ("pleno dominio") and has the possession of the parcel of land described in the Registry of the Property of Puerto Rico, San Germán Section (the "**Registry**"), in the Spanish language, as follows (hereinafter the "PROPERTY"):

> "**RUSTICA:** Porción de terreno localizado en el Barrio Llanos Costa, Sector El Corozo, del término municipal de Cabo Rojo, Puerto Rico. Identificado como Predio "D" en el correspondiente Plano de Inscripción. Con una cabida superficial de noventa y ocho mil doscientos cincuenta y nueve metros cuadrados con setecientas cincuenta milésimas de otro (98,259.750 m.c.), equivalentes a veinticinco cuerdas (25 cdas.). Colindante por el NORTE, en cuatrocientos sesenta y cuatro punto treinta y nueve metros (464.39 m.), con el Predio "E"; por el SUR, en doscientos setenta y cuatro punto ochenta y nueve metros (274.89 m.), con el Predio "A", en cien metros (100 m.) con el Predio "C" y en noventa y siete punto setenta y dos metros (97.72 m.) con el Predio "R"; por el SUROESTE, en veinticinco punto diecisiete metros (25.17 m.) con el Predio "B"; por el SURESTE, en quince metros (15.00 m.), con camino público existente; por el ESTE, en ciento treinta y nueve punto noventa y nueve metros (139.99 m.), con el Predio "C" y en doscientos cuarenta y dos punto cincuenta y un metros (242.51 m.), con el Predio número trece (13); y por el OESTE, en ciento treinta y nueve punto noventa y nueve metros (139.99 m.), con el Predio "C" y en doscientos treinta y dos punto treinta y un metros (232.31 m.), con terrenos del doctor Enrique Carlo Aymat."

The PROPERTY is identified in the Registry as property number twenty four thousand nine hundred thirty (24,930), recorded at page one hundred thirty seven (137) of volume six hundred eighty four (684) of Cabo Rojo, of the Registry.

The PROPERTY was acquired by Seller through deed number six (6), executed in San Juan, Puerto Rico, on March three (3), two thousand twenty one (2021), before notary public Jaime Fernando González Suárez, presented for recording at entry two thousand twenty one dash zero two four four four zero dash S G zero one (2021-024440-SG01) of the Karibe System of the Registry.

The property tax identification number assigned to the PROPERTY by the Centro de Recaudación de Ingresos Municipales ("CRIM") is four hundred two dash zero zero zero dash zero zero five dash fifty four dash zero zero zero (402-000-005-54-000).

To the best of Sellers' knowledge, the PROPERTY is subject to the following liens and/or encumbrances:

By its origin, the PROPERTY is free and clear of liens and encumbrances.

By itself, the PROPERTY is subject to the following liens and encumbrances:

1.1. Perpetual right of way easement encumbering the PROPERTY in favor of property number twenty four thousand nine hundred twenty nine (24,929), recorded at the movable page ("folio móvil") of Cabo Rojo of the Registry. This easement was constituted as per deed number two hundred twenty eight (228), executed in Cabo Rojo, Puerto Rico, on August twenty eight (28), nineteen hundred ninety nine (1999), before notary public Rafael Doitteau Cruz, recorded at page one hundred thirty nine (139) of volume six hundred eighty four (684) of Cabo Rojo of the Registry, parcel number twenty four thousand nine hundred thirty (24,930), second (2nd) recording (the "**Permitted Encumbrance**").

G.D.F.R.

1.2. Mortgage guaranteeing a mortgage note in the principal sum of TWO MILLION FIVE HUNDRED THOUSAND DOLLARS ($2,500,000), of which SIX HUNDRED THOUSAND DOLLARS ($600,000) correspond to the PROPERTY, to the order of Cooperativa de Ahorro y Crédito Saulo D. Rodríguez, or its legal holder, with interest at fifteen percent (15%) per annum, due upon demand, constituted as per deed number thirty eight (38), executed in Gurabo, Puerto Rico, on October twenty eight (28), two thousand twenty two (2022), before notary public José Guillermo Barea Fernández, presented for recording on November three (3), two thousand twenty two (2022), at entry two thousand twenty two dash one four three two one one dash S G zero one (2022-143211-SG 01) of the Karibe System of the Registry.

TWO: Buyer wishes to acquire an option to buy the PROPERTY, with all its improvements, and rights and annexes, and Seller wishes to grant, and hereby grants, said option to Buyer (hereinafter the "**Option**"), in accordance with the following:

TERMS AND CONDITIONS:

THREE: The purchase price of the PROPERTY will be the lump sum of TWO MILLION DOLLARS ($2,000,000) (the "**Purchase Price**"). The Purchase Price is not subject to any appraisal report, and Seller shall have no obligation to reduce the Purchase Price as a result of appraisal report(s) obtained by Buyer or any other person(s) or entity(ies). The Purchase Price will be payable as follows:

3.1. Simultaneously with the execution of this Agreement and as consideration for the Option, Buyer has paid to the order of Seller the sum of ONE HUNDRED THIRTY FIVE THOUSAND DOLLARS ($135,000), as good faith deposit (the "**Deposit**"), which will be non-reimbursable, except only as set forth below in this Agreement. The Deposit shall be credited to the Purchase Price simultaneously with the execution of the Purchase-Sale Deed (as defined below).

3.2. Simultaneously with the execution of the public deed whereby Buyer will purchase the PROPERTY from Seller (the "**Purchase-Sale Deed**"), Buyer will pay to Seller, through manager's check, the sum of ONE MILLION EIGHT HUNDRED SIXTY FIVE THOUSAND DOLLARS ($1,865,000).

FOUR: The Option is granted for a term of one hundred fifty (150) days, starting on March first (1st), two thousand twenty four (2024) and ending on August first (1st), two thousand twenty four (2024) (the "**Term**").

FIVE: If Buyer does not execute the Purchase-Sale Deed within the Term (except for reasons attributable to Seller), then the Deposit will be retained by the Seller, as liquidated damages and Seller shall have no further liabilities or obligations to Buyer with regards to the PROPERTY. If the PROPERTY cannot be bought by Buyer within the Term, for reasons attributable to Seller, then Seller will reimburse the Deposit to Buyer at the end of the Term and Buyer will not relinquish its right to buy the PROPERTY as per the applicable terms and conditions of this Agreement. Buyer has represented to Seller that Buyer's execution of the Purchase-Sale Deed is not subject to Buyer obtaining financing therefor. Furthermore, Buyer acknowledges and agrees that the

Purchase Price shall not be modified or adjusted by the Seller as a result of appraisal report(s) for the PROPERTY obtained by the Buyer or by any other person(s) or entity(ies).

SIX: The real estate property taxes payable to the CRIM, and all special taxes (if applicable) of the PROPERTY will be the responsibility of Seller and payable by Seller up to the date of execution of the Purchase-Sale Deed (the "**Closing Date**"). Thereafter, they shall be the responsibility of Buyer and payable by Buyer.

SEVEN: The Purchase-Sale Deed shall be executed before a notary public selected by Buyer, and the notary's fees shall be paid by Buyer.

EIGHT: Deeds to cancel, or release the PROPERTY from, any liens or encumbrances affecting the PROPERTY, existing at the time of execution of the Purchase-Sale Deed, except the Permitted Encumbrance, will be executed no later than the Closing Date, before a notary public selected by Buyer. The legal fees, stamps in the original and first certified copy of the deed(s) to cancel any liens or encumbrances affecting the PROPERTY or to release the PROPERTY from any such lien(s) (except the Permitted Encumbrance), as well as its/their recording rights, will be for the account of Seller and payable by Seller.

NINE: Buyer specifically acknowledges and agrees that, except as expressly set forth in Paragraph FOURTEEN hereof, (i) Seller shall sell and Buyer shall purchase the PROPERTY "as-is," "where-is" and "with all faults" and latent and patent defects, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or written, express or implied, statutory or otherwise, from Seller or any of its agents, employees, members, representatives, attorneys or brokers (each such party, a "**Seller's Affiliate**") as to any matter concerning the PROPERTY, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the PROPERTY provided by Seller to Buyer (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the PROPERTY or any aspect or portion thereof (including, without limitation, structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities, electrical, mechanical, HVAC, plumbing, sewage, and utility systems, facilities, and appliances, soils, geology, and groundwater); (b) the dimensions, area, and lot size of the PROPERTY and the square footage of the buildings or improvements located thereon or of any tenant space therein; (c) the development or income potential, or rights of or relating to, the PROPERTY or the PROPERTY's use, habitability, merchantability, or fitness, or the suitability,

6.2 F.R.

value, or adequacy of the PROPERTY for any particular purpose; (d) the zoning or other legal status of the PROPERTY or any other public or private restrictions on the use of the PROPERTY, the compliance of the PROPERTY or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of Buyer or any other person to obtain any necessary governmental approvals, licenses, or permits for Buyer's or such other person's intended use or development of the PROPERTY; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters relating to the operation of the PROPERTY. Buyer expressly acknowledges and agrees that Buyer is not relying on any representation or warranty of Seller or any Seller's Affiliate, whether implied, presumed, or expressly provided at law or otherwise, arising by virtue of any statute, common law, or other legally binding right or remedy in favor of Buyer. Buyer further acknowledges and agrees that Seller is under no duty to make any inquiry regarding any matter that may or may not be known to Seller or any Seller's Affiliate. Upon execution of the Purchase-Sale Deed, Buyer shall assume the risk of adverse matters relating to adverse physical and legal conditions that may not have been revealed by Buyer's investigations, and Buyer, upon execution of the Purchase-Sale Deed, shall be deemed to have waived, relinquished and released Seller and all Seller's Affiliate from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which Buyer might have asserted or alleged or may assert or allege in the future against Seller or any Seller's Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws, and any and all other acts, omissions, events, circumstances or matters regarding the PROPERTY. This Section shall survive the execution of the Purchase-Sale Deed.

V.P.T.

A.M.S.

G.D.F.R.

TEN: Through the Purchase-Sale Deed, Buyer will acquire recordable fee simple title to the PROPERTY and possession thereof, free and clear of occupants, liens and encumbrances, except only the Permitted Encumbrance. During the Term of the Option, Seller shall have possession of the PROPERTY and will be allowed to conduct legal business activities in the PROPERTY, in the ordinary course of Seller's business.

ELEVEN: The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights of the Purchase-Sale Deed in the Registry will be paid by Buyer. The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of the deeds of cancellation and/or release of lien(s), if any, related to the PROPERTY shall be paid by Seller.

TWELVE: This Agreement will be interpreted in accordance with the laws of Puerto Rico and governed by them. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of Puerto Rico in the event of any litigation pursuant to this agreement.

THIRTEEN: All notices to the parties pursuant to this Agreement must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:

TO SELLER:
EL COMBATE DEVELOPMENT, LLC
Buzón 607
Camino El Guayo
Mayaguez, PR 00680-6113
Attention: Mr. Víctor Andino
Electronic Mail: andino_victor@hotmail.com

V.A.

With a copy to:

Pedro E. Ortíz Alvarez, Esq.
P.O. Box 9009
Ponce, PR 00732-9009
Electronic Mail: pedro @poalaw.com

G.D.F.R.

TO BUYER:
CABO ROJO LAND ACQUISITION LLC
Ochoa Building
500 de la Tanca Street, Suite 514
San Juan, PR 00901
Attention: Eileen Sawyer

with a copy to:

250 Muñoz Rivera Ave., Suite 440
San Juan, PR 00918
Attention: Roberto Ruíz
Electronic Mail: roberto.ruiz@ccgc.com.do

TO BROKER:
ICONIC REALTY GROUP, LLC

654 Unión Street
Miramar
San Juan, PR 00907
Attention: Ileana Margarita Cambó Saavedra
Electronic Mail: ileanacambo@gmail.com

FOURTEEN: Seller represents and warrants to Buyer that, to the best of Seller's knowledge, in the PROPERTY there are no toxic, dangerous, contaminated or contaminating substances, and that the PROPERTY has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances. EXCEPT FOR THE FOREGOING REPRESENTATION, BUYER ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY OTHER REPRESENTATIONS OR WARRANTIES WHATSOEVER BY SELLER OR ANY AGENT, OFFICER, EMPLOYEE OR REPRESENTATIVE THEREOF REGARDING THE PROPERTY. BUYER HEREBY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS SALE IS MADE WITHOUT REPRESENTATION, COVENANT OR WARRANTY OF ANY KIND (WHETHER EXPRESS, IMPLIED OR STATUTORY) BY SELLER.

V.A.

FIFTEEN: The appearing parties acknowledge that the Broker, Iconic Realty Group, LLC, represented by Mrs. Ileana Margarita Cambó Saavedra, real estate broker with Puerto Rico license number twenty one thousand eight hundred fifty nine (21,859), has acted as real estate broker for Seller in the transaction which is the subject of this Option. The fees to the Broker for said service will be the responsibility of Seller. Said fees will amount to ONE HUNDRED TWENTY THOUSAND DOLLARS ($120,000), equivalent to six percent (6%) of the Purchase Price of the PROPERTY. Buyer will not be responsible for the payment of any brokerage commission. Of said brokerage commission, the Broker has received from Seller the sum of SIXTY THOUSAND DOLLARS ($60,000) simultaneously with the execution of this Agreement and the balance of SIXTY THOUSAND DOLLARS ($60,000) will be paid by Seller to the Broker simultaneously with the execution of the Purchase-Sale Deed and contingent to said execution.

G.J.F.R.

SIXTEEN: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this agreement.

SEVENTEEN: In the event that any clause or provision of this agreement is declared null, void or invalid by a final and firm resolution, judgement or judicial order, then and in that event the rest of this agreement will continue in full force and effect.

EIGHTEEN: During the Term, Buyer and its employees, agents and/or contractors are authorized to enter the PROPERTY to make studies, identify boundaries, take measurements and make inspections, during business days and hours, and the persons entering the PROPERTY pursuant to this authorization will be responsible for the damages suffered or caused by them in the PROPERTY. Every employee who enters the PROPERTY pursuant to this authorization will be insured by a valid policy of the Puerto Rico State Insurance Fund, and, if applicable, of the "Chauffers' Insurance" or "Seguro Choferil". In addition, Buyer will have in place, during the term of the Option, a public liability insurance policy covering damages caused or suffered in the PROPERTY by the persons who enter it pursuant to this authorization, with a minimum coverage of ONE MILLION DOLLARS ($1,000,000) per occurrence. Sellers will appear as co-insured in the policy, together with Buyer. BUYER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SELLERS FROM AND AGAINST ANY AND ALL LIENS, ACTIONS, LOSSES, COSTS, DAMAGES, CLAIMS, LIABILITIES, EXPENSES, PENALTIES, FINES, INTEREST OR SUITS (INCLUDING LITIGATION EXPENSES AND COURT COSTS AND REASONABLE ATTORNEYS' FEES) BROUGHT, SOUGHT OR INCURRED BY OR AGAINST THE SELLERS RESULTING FROM, ARISING OUT OF, OR IN ANY WAY RELATING TO, ENTRY UPON THE PROPERTY BY BUYER OR ANY OF THE OTHER BUYER'S REPRESENTATIVES OR OTHERWISE IN ANY WAY RELATED TO ANY OF BUYER'S INSPECTIONS OR INVESTIGATIONS OF THE PROPERTY, WHETHER CONDUCTED PRIOR TO, AS OF OR SUBSEQUENT TO THE DATE OF THIS AGREEMENT, OR ANY VIOLATION OF THE PROVISIONS OF THIS PARAGRAPH TWENTY-TWO, EXCEPT FOR ANY LIENS, ACTIONS, LOSSES, COSTS, DAMAGES, CLAIMS AND LIABILITIES WHICH ARE CAUSED BY SELLERS OR SELLERS' REPRESENTATIVES' WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. The foregoing indemnification and repair and restoration obligations (herein collectively referred to as "**Buyer's Indemnity**") shall expressly survive the Closing Date or any earlier termination of this Agreement.

V.A.

G.D.F.R.

NINETEEN: During the Term, Buyer, at Buyer's sole expense, is authorized to seek the approvals, permits and endorsements necessary for the development in the PROPERTY of a residential, recreational and tourism project, or of part of a residential, recreational and tourism project, provided the existing zoning of the PROPERTY is not changed, and that such approvals, permits and endorsements (i) comply with the requirements of the existing zoning of the PROPERTY; and (ii) do not negatively affect and/or diminish the value or quality of the PROPERTY. Seller hereby commits to confirm this authorization in writing if required by Buyer, for presentation to the corresponding public or governmental agencies and entities. If the

PROPERTY is not purchased by Buyer, all approvals, permits and endorsements obtained by Buyer for the PROPERTY pursuant to the aforesaid authorization will be transferred and assigned by Buyer to Seller at the end of the Term, at no cost to Seller. Buyer acknowledges and agrees that (A) the Term shall not be extended as a result of delays or failures by the Buyer to obtain the desired permits for Buyer's intended use of the PROPERTY; and (B) Seller shall not be under any obligation to return the Deposit to Buyer due to a failure or delay by the Buyer in obtaining the permits required for Buyer's intended use of the PROPERTY.

TWENTY: The PROPERTY may not be materially altered during the Term, except only if specifically authorized in advance, in writing, by Seller and Buyer.

TWENTY ONE: The Option is not transferable by Seller. Conversely, Buyer is authorized to transfer or assign this agreement and all its rights and obligations hereunder to an affiliate of Buyer, at the sole option and discretion of Buyer.

TWENTY TWO: As a *sine qua non* condition of this Agreement, Seller has completed and made available to Buyer, directly or through the Broker, the form attached hereto and made a part hereof as **Exhibit A**, duly filled.

V.D.F.R.

IN WITNESS WHEREOF, the appearing parties execute and sign this agreement on the dates and in the places which appear in the affidavits underneath their respective signatures, below, to be effective in San Juan, Puerto Rico, on the date which appears in its introductory paragraph, above.

EL COMBATE DEVELOPMENT, LLC

VICTOR ANDINO FIGUEROA
President

CABO ROJO LAND ACQUISITION LLC

GLADYS OMAYRA FONTANEZ REYES
Authorized Representative

ICONIC REALTY GROUP, LLC

ILEANA MARGARITA CAMBÓ SAAVEDRA
Authorized Representative

Affidavit Number: 4,608

Acknowledged and subscribed before me by Víctor Andino Figueroa, in has capacity as President of El Combate Development, LLC, of legal age, married, business executive and resident of Toa Baja, Puerto Rico, personally known to me. In San Juan, Puerto Rico, on this twenty fifth (25th) day of March, two thousand twenty four (2024).

MARIA DEL ROSARIO PUJOL THOMPSON
ABOGADO-NOTARIO

Notary Public

RECIBO
4U23-00043617
Sello
9397
03/12/2024
$5.00
Sello de Asistencia Legal
80004-2024-0312-66577084



Affidavit Number: 4,609

Acknowledged and subscribed before me by Gladys Omayra Fontanez Reyes, of legal age, single, attorney at law and resident of San Juan, Puerto Rico, in her capacity as Authorized Representative of Cabo Rojo Land Acquisition LLC, who is personally known to me. In San Juan, Puerto Rico, on this twenty fifth (25th) day of March, two thousand twenty four (2024).

MARIA DEL ROSARIO PUJOL THOMPSON
ABOGADO-NOTARIO

Notary Public



Affidavit Number: 4,610

Acknowledged and subscribed before me by Ileana Margarita Cambo Saavedra, of legal age, married, real estate broker and resident of San Juan, Puerto Rico, in her capacity as Authorized Representative of Iconic Realty Group, LLC, who is personally known to me. In San Juan, Puerto Rico, on this twenty fifth (25th) day of March, two thousand twenty four (2024).

MARIA DEL ROSARIO PUJOL THOMPSON
ABOGADO-NOTARIO

Notary Public



---I HEREBY CERTIFY, that the first certified copy of the present deed was issued in favor of Buyer, at the same date and place of the execution thereof. I ATTEST. ----------

NOTARY

----------**DEED NUMBER EIGHT (8)** ----------

----------**PURCHASE AND SALE** ----------

---In San Juan, Puerto Rico, on May twenty-six (26), two thousand twenty-three (2023). ----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with residence and offices in San Juan, Puerto Rico.----------

---------- **APPEAR:** ----------

---**AS THE PARTY OF THE FIRST PART: ORIENTAL BANK** (hereinafter referred to as "SELLER"), a banking corporation organized and existing under the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Officer María Milagros Cotto-Febo, who is of legal age, married, banker and resident of San Juan, Puerto Rico, and whose authority to represent SELLER herein arises from a Certificate of Corporate Resolution, executed by Carlos O. Souffront, in his capacity as Secretary of SELLER, on April twenty-seven (27), two thousand twenty-two (2022), in San Juan, Puerto Rico, before Notary Hugh González Robison. I, the Notary, hereby certify that I have examined the original of the aforesaid Certificate of Corporate Resolution, and that, in my opinion, it is adequate and sufficient, and complies with all legal requirements needed to authorize Ms. Cotto-Febo to appear herein on behalf of SELLER. ----------

---**AS THE PARTY OF THE SECOND PART: CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "BUYER"), a limited liability company organized, existing and in good standing in accordance with the laws of Puerto Rico, represented herein by its Authorized Representative, Gladys Omayra Fontánez-Reyes, who is of legal age, single, attorney at law and resident of San Juan, Puerto Rico, whose authority to represent BUYER in this public deed arises from a

JORGE A. MORALES CORDERO ABOGADO NOTARIO

6.O.F.R.

Certificate of Resolution of BUYER signed by Eileen Sawyer, in her capacity of Manager of BUYER, on May fifteen (15), two thousand twenty-three (2023), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engine of the Department of State of the State of New York. I further certify that I have examined the original of the aforesaid Certificate of Resolution of Cabo Rojo Land Acquisition LLC, and that, in my opinion, it is adequate and sufficient, and complies with all legal requirements needed to authorize Ms. Fontánez-Reyes to appear herein on behalf of BUYER. ----------

---I hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective age, civil status, occupation and residence. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily,----------

----------**STATE AND AGREE:**----------

---**FIRST:** SELLER is the sole owner of fee simple title ("*pleno dominio*") and has the possession of the four (4) parcels of land located in Cabo Rojo, Puerto Rico, which are respectively described in the Spanish language as follows: ----------

----------**PROPERTY ONE (1)** ----------

---**"RUSTICA:** Parcela número cinco (5), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas y en lindes: por el NORTE, con la parcela número treinta y tres (33) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número ochenta y siete (87) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número seis (6) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número sesenta y seis (66) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."----------

---Property One is identified at the Registry of Property of Puerto Rico

JORGE A. MORALES CORDERO ABOGADO NOTARIO

6.D.F.R.

(hereinafter, the "Registry") as property number 18,692, recorded at page 1 of volume 508 of Cabo Rojo, Section of San Germán of the Registry. ----The tax identification number ("*número de catastro*") assigned to Property One by the Municipal Revenue Collection Center ("CRIM") is 402-018-327-44-000.----------

---Property One was acquired by SELLER through Deed Number Eighty-Nine (89), executed in San Juan, Puerto Rico, on March eight (8), two thousand twenty-three (2023), before Notary Steven O. Morales Pabón, filed and pending recordation at the Registry at entry 2023-034228-SG01.----------

---Property One is free and clear of liens and encumbrances.----------

----------**PROPERTY TWO (2)** ----------

---**"RUSTICA:** Parcela número seis (6), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a un (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas, y en lindes; por el NORTE, con la parcela número treinta y tres (33) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número ochenta y ocho (88) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número cuarenta (40) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número cinco (5) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela." ----------

---Property Two is identified at the Registry as property number 18,693, recorded at page 7 of volume 508 of Cabo Rojo, Section of San Germán of the Registry.----------

---The tax identification number assigned to Property Two by the Municipal Revenue Collection Center ("CRIM") is 402-018-327-43-000. ----------

---Property Two was acquired by SELLER through Deed Number Eighty-Nine (89), executed in San Juan, Puerto Rico, on March eight (8), two thousand twenty-three (2023), before Notary Steven O. Morales Pabón, filed and pending recordation at the Registry at entry 2023-034228-SG01.----------

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---Property Two is free of liens and encumbrances. ----------

----------**PROPERTY THREE (3)** ----------

---**"RUSTICA:** Parcela número sesenta y cuatro (64), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número ciento setenta y cuatro (174) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número ciento treinta y ocho (138) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número ciento setenta y siete (177) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número treinta y uno (31) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela." ----------

---Property Three is identified at the Registry as property number 18,802, recorded at page 61 of volume 510 of Cabo Rojo, Section of San Germán of the Registry. ----------

---The tax identification number assigned to Property Three by the Municipal Revenue Collection Center ("CRIM") is 402-018-327-42-000. ----------

---Property Three was acquired by SELLER through Deed Number Eighty-Nine (89), executed in San Juan, Puerto Rico, on March eight (8), two thousand twenty-three (2023), before Notary Steven O. Morales Pabón, filed and pending recordation at the Registry at entry 2023-034228-SG01. ----------

---Property Three is free of liens and encumbrances. ----------

----------**PROPERTY FOUR (4)** ----------

---**"RUSTICA:** Parcela número ciento setenta y cuatro (174), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas y en lindes: por el NORTE, con la parcela número setenta y nueve (79) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número sesenta y cuatro (64) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número ciento setenta y nueve (179) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número veintinueve (29) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."

---Property Four is identified at the Registry as property number 18,809,

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recorded at page 103 of volume 510 of Cabo Rojo, Section of San Germán of the Registry. ----------

---The tax identification number assigned to Property Four by the Municipal Revenue Collection Center ("CRIM") is 402-018-327-41-000. ----------

---Property Four was acquired by SELLER through Deed Number Eighty-Nine (89), executed in San Juan, Puerto Rico, on March eight (8), two thousand twenty-three (2023), before Notary Steven O. Morales Pabón, filed and pending recordation at the Registry at entry 2023-034228-SG01. ----------

---Property Four is free of liens and encumbrances. ----------

---Property One, Property Two, Property Three and Property Four will be jointly referred to hereinafter as, the "Property". ----------

----------**PURCHASE AND SALE**----------

---**SECOND:** SELLER hereby sells, conveys and transfers fee simple title ("*pleno dominio*") to the Property and the possession thereof to BUYER, and BUYER hereby purchases from SELLER fee simple title to the Property and the possession thereof, in accordance with the following ----------

----------**TERMS AND CONDITIONS:** ----------

-----One**:** The purchase price of the Property is the lump-sum of **TWO MILLION DOLLARS ($2,000,000)** (hereinafter the "Purchase Price"). The Purchase Price is not subject or conditioned to an appraisal report or survey, and SELLER shall have no obligation to adjust or reduce the Purchase Price as a result of any appraisal report(s) or survey(s) obtained by BUYER or anybody else. Of the Purchase Price, (i) the sum of FIVE HUNDRED THOUSAND DOLLARS ($500,000) corresponds to PROPERTY ONE (1); (ii) the sum of FIVE HUNDRED THOUSAND DOLLARS ($500,000) corresponds to PROPERTY TWO (2); (iii) the sum of FIVE HUNDRED THOUSAND DOLLARS ($500,000)

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corresponds to PROPERTY THREE (3); and (iv) the sum of FIVE HUNDRED THOUSAND DOLLARS ($500,000) corresponds to PROPERTY FOUR (4). ----------

-----Two: The Purchase Price has been paid in full by BUYER to SELLER simultaneously with, or prior to, the execution of this public deed, and SELLER hereby acknowledges receipt thereof in form and substance acceptable to SELLER.----------

-----Three: This public deed entitles BUYER to the immediate possession of the Property, without any additional formality, document or request. ----------

-----Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of SELLER and, thereafter, for the account of BUYER.------

-----Five: SELLER hereby delivers to BUYER fee simple title to the Property, vacant, and free and clear of all liens, encumbrances or defects,

-----Six: BUYER specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) SELLER hereby sells and BUYER hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) except only as set forth in sub-paragraph Ten of this paragraph SECOND, BUYER is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from SELLER or any of SELLER's agents employees, members, representatives, attorneys or brokers (each such party a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by SELLER to BUYER (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the

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Property or any aspect or portion thereof (including, without limitation, structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities, electrical, mechanical HVAC, plumbing, sewage, and utility systems, facilities, and appliances, soils, geology, and groundwater); (b) the dimensions, area, and lot size of the Property and the square footage of the buildings or improvements located thereon, if any, or of any tenant space therein; (c) the development or income potential, or rights of or relating to, the Property or the Property's use, habitability, merchantability, or fitness, or the suitability, value, or adequacy of the Property for any particular purpose, (d) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of BUYER or any other person to obtain any necessary governmental approvals, licenses, or permits for BUYER's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters regarding the operation of the Property. BUYER expressly acknowledges and agrees that, except only as set forth in sub-paragraph Ten of this Paragraph SECOND, BUYER is not relying on any representation or warranty of SELLER or any Seller Affiliate, whether implied, presumed or expressly provided at law or otherwise, arising by virtue of any statute, common law, or other legally binding right or remedy in favor of BUYER; and (iii) BUYER is aware that SELLER has no permits, plans or other similar documents related to the Property, which was acquired by SELLER through a deed of transfer in

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lieu of payment ("*Dación en Pago*") as per Deed Number Eighty-Nine (89), executed on March eight (8), two thousand twenty three (2023), before Notary Steven O. Morales Pabón. BUYER further acknowledges and agrees that SELLER is under no duty to make any inquiry regarding any matter that may or may not be known to SELLER or any Seller Affiliate. Upon execution of this public deed, BUYER shall assume the risk of adverse matters relating to adverse investigations, and BUYER, upon execution of this public deed, shall be deemed to have waived, relinquished and released SELLER and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which BUYER might have asserted or alleged or may assert or allege in the future against SELLER or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution of this public deed. ----------

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-----Seven: The notarial fees, stamps on the original, stamps on the first certified copy and recording rights of this public deed at the Registry will be paid by BUYER. ----------

-----Eight: This public deed will be interpreted and governed in accordance with the laws of Puerto Rico. The appearing parties submit themselves to the exclusive jurisdiction of the Court of First Instance of the Commonwealth of Puerto Rico in the event of any litigation arising out of this public deed. ----------

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-----Nine: All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties: ----------

---------TO SELLER: ----------

---------ORIENTAL BANK ----------

---------PO Box 195115 ----------
---------San Juan, PR 00919-5115 ----------

---------Attention: María M. Cotto-Febo----------
---------Electronic Mail: mmcotto@orientalbank.com ----------

---------TO BUYER:----------

---------CABO ROJO LAND ACQUISITION LLC----------
---------733 Third Avenue ----------
---------New York, NY 10017----------
---------Attention: Eileen Sawyer ----------
---------Electronic Mail: roberto.ruiz@ccgc.com.do ----------

-----Ten: SELLER represents and warrants to BUYER that, to the best of SELLER's knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances. EXCEPT FOR THE FOREGOING REPRESENTATION, BUYER ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER BY SELLER OR ANY AGENT, OFFICER, EMPLOYEE OR REPRESENTATIVE THEREOF REGARDING THE PROPERTY. BUYER HEREBY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS SALE IS MADE WITHOUT REPRESENTATION, COVENANT OR WARRANTY OF ANY KIND (WHETHER EXPRESS, IMPLIED OR STATUTORY) BY SELLER. ----------

-----Eleven: The appearing parties acknowledge that Mr. José Enrique Pérez Cruz (the "BROKER"), real estate broker with Puerto Rico license number ten thousand four hundred seventy-eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the object of this purchase and sale deed. The fees to Mr. Pérez Cruz and his associates, if any, for said service are the responsibility of BUYER and BUYER represents that they have been paid by BUYER to BROKER simultaneously with the execution of this public deed. Said fees amount to ONE HUNDRED THOUSAND DOLLARS ($100,000), equivalent to five per cent (5%) of the Purchase Price of the Property.----------

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-----Twelve: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed. ----------

-----Thirteen: In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the remaining provisions of this public deed will continue in full force and effect.----------

-----Fourteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver such documents or instruments, public or private, which may be necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any correction deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of BUYER, except that each party shall bear the fees of their respective counsel.----------

-----Fifteen: This Deed constitutes the entire agreement of the parties regarding the sale and transfer of the Property, and supersedes any prior agreement, written or oral, with respect thereto. ----------

---**THIRD:** The Notary advises BUYER as to the importance of filing the corresponding property change of ownership application before the CRIM, and to obtain, prior to the execution of this deed, a certification indicating whether any sums related to property taxes are owed by SELLER. Pursuant to applicable law, BUYER is responsible for filing at the CRIM the corresponding application for change of ownership within thirty (30) days from the execution hereof. BUYER hereby declares that it is fully aware of the aforementioned obligations and releases the subscribing Notary from this responsibility.----------

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----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed as drafted, to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ----------

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstract was prepared by RAC Title Search, Inc., and is dated March twenty-four (24) two thousand twenty-three (2023); ----------

-----(c) that after the date of such title abstract and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry of the Property of Puerto Rico that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry of the Property of Puerto Rico as of the date of the title abstract.----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry of the Property of Puerto Rico, or direct corroboration by examining the books of the Registry of the Property of Puerto Rico, and that the negative certification of the Registry of the Property of Puerto Rico does not exclude the possibility of liens recorded after the date of the certification;----------

-----(e) of the right of the BUYER to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates BUYER in the

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event that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood-prone zone, the owner or party in possession of the Property is required to comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.; ----------

-----(g) of the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property; ----------

-----(h) of the importance of recording a copy of this Deed at the Registry, the costs relating thereto and of the consequences of not filing a certified copy of this Deed at the Registry; ----------

-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property; ----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations; ----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its content. ----------

-----(l) The appearing parties are hereby informed that the Notary has the obligation to file an informative return in connection with the records on taxation of the Property with the Puerto Rico Department of the Treasury, for which reason the appearing parties have the obligation to provide the Notary with the information necessary for the filing of the same, which must be accurate and complete. The Notary also advised SELLER of its obligation to include any long-term capital gain resulting from the sale of the Property in its income tax return, for which it must determine the

JORGE A. MORALES CORDERO ABOGADO NOTARIO

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gain, if any, and comply with the tax obligation that determines the law. I, the Notary, attest that the appearing parties have provided me with the necessary information for the preparation of the *Informative Return on Segregation, Grouping or Transfer of Real Estate* and said parties assured me that the information is correct; and ----------

-----(m) That if any structure on the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et seq.*, is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Seller, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the seller and its agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed.----------

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----------**READING, ACCEPTANCE AND EXECUTION** --------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon

the appearing parties signed this Deed before me, and affixed their initials on each page thereof.----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

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MORELL • CARTAGENA • DAPENA

JORGE ANTONIO MORALES CORDERO

Plaza 273 Suite 700
273 Ponce de León
San Juan, PR 00917-1934
787-723-1233; 787-729-1974
jorge.morales@mbcdlaw.com

CERTIFIED COPY OF DEED NUMBER THREE (3)

PURCHASE AND SALE

EXECUTED IN SAN JUAN, PUERTO RICO
ON MARCH 24, 2023

BEFORE:

JORGE ANTONIO MORALES CORDERO

BY:

PLAYA RUSTICA LLC
(SELLER);

CABO ROJO LAND ACQUISITION LLC
(BUYER);

AND

JOSÉ ENRIQUE PÉREZ CRUZ
(BROKER)

----------**DEED NUMBER THREE (3)** ----------

----------**PURCHASE AND SALE**----------

---In the Municipality of San Juan, Commonwealth of Puerto Rico, on this twenty-fourth (24th) day of March, two thousand twenty-three (2023). ---

---------- **BEFORE ME**----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with offices and residence in San Juan, Puerto Rico. ----------

---------- **APPEAR** ----------

---**AS THE PARTY OF THE FIRST PART: PLAYA RUSTICA LLC** (hereinafter referred to as "SELLER"), a limited liability company organized, existing and in good standing in accordance with the laws of the Commonwealth of Puerto Rico, represented herein by its President, EUGENIO SUÁREZ RIVERA, who is of legal age, single, business executive and resident of Cabo Rojo, Puerto Rico, and whose authority to represent SELLER in this public deed arises from Certificate of Resolution of Playa Rústica LLC, signed by Eugenio Suárez Rivera in his capacity as President of Playa Rústica LLC, in San Juan, Puerto Rico, on March twenty-four (24), two thousand twenty-three (2023), under Affidavit Number four thousand two hundred twenty (4,220) of Notary Public José Antonio Díaz Brugueras. I, the Notary, hereby certify that I have examined the original of the aforesaid Certificate of Resolution of Playa Rústica LLC, and that, in my opinion, it is adequate and sufficient, and complies with all legal requirements needed to authorize Eugenio Suárez Rivera to appear herein on behalf of SELLER. ----------

---**AS THE PARTY OF THE SECOND PART:** CABO ROJO LAND ACQUISITION LLC (hereinafter referred to as "BUYER"), a limited liability company organized, existing and in good standing in accordance with the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, GLADYS OMAYRA FONTÁNEZ REYES, who is of legal age, single, attorney at law and resident of San

Juan, Puerto Rico, and whose authority to represent BUYER in this public deed arises from the Certificate of Resolution of BUYER signed by Eileen Sawyer, in her capacity of Manager of BUYER, on March sixteen (16) two thousand twenty three (2023), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engine of the Department of State of the State of New York. I further certify that I have examined the original of the aforesaid Certificate of Resolution of Cabo Rojo Land Acquisition LLC, and that, in my opinion, it is adequate and sufficient, and complies with all legal requirements needed to authorize Ms. Fontánez Reyes to appear herein on behalf of BUYER. ----------

---**AS THE PARTY OF THE THIRD PART:** JOSÉ ENRIQUE PÉREZ CRUZ, also known as José E. Pérez (hereinafter referred to as "BROKER"), who is of legal age, married, real estate broker and resident of Bayamón, Puerto Rico.----------

---I, the Notary, do hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgement they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily, ----------

----------**STATE AND AGREE** ----------

---**FIRST:** SELLER is the sole owner of fee simple title ("*pleno dominio*") and has the possession of the two (2) parcels of land respectively described in the Spanish language, in the San Germán Section of the Registry of the Property of Puerto Rico (the "Registry"), as follows: ----------

----------**PROPERTY ONE (1)**----------

---**"RUSTICA:** Parcela número setenta y ocho (78), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO (5) CUERDAS, equivalentes a un (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas, y en lindes; por el NORTE, con el Mar Caribe; por el SUR, con la parcela número treinta y ocho (38) y servidumbre de paso de diez (10.00) metros de ancho,

de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número setenta y nueve (79) y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número setenta y siete (77) y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela." ----------

---PROPERTY ONE is identified in the Registry as property number eighteen thousand eight hundred seven (18,807), recorded at page 91 of volume 510 of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

---PROPERTY ONE was acquired by Seller through deed number twenty-seven (27), executed in San Juan, Puerto Rico, on June seven (7), two thousand nineteen (2019), before notary public Daniel García Chamorro, recorded in the Registry at the Karibe Volume of Cabo Rojo, Section of San Germán of the Registry, ninth (9th) inscription. ----------

---The real property tax identification number ("*número de catastro*") assigned by the Municipal Revenue Collection Center ("CRIM") to PROPERTY ONE is three hundred seventy-nine dash zero zero zero dash zero zero nine dash zero two dash zero zero zero (379-000-009-02-000).

---By its origin, PROPERTY ONE is free and clear of liens and encumbrances. By itself, PROPERTY ONE is subject to the following liens and encumbrances:----------

-----A. Restrictive Covenants about Edification and Agricultural Use, constituted as per deed number seventy-four (74), executed in Mayaguez, Puerto Rico, on November twenty (20), nineteen hundred seventy four (1974), before notary public Juan Jesús Ramírez Rivera, recorded at page 94 of volume 510 of Cabo Rojo, Section of San Germán of the Registry, first (1st) inscription. ----------

-----B.—Mortgage (the "Cancelled Mortgage") guaranteeing a mortgage note (the "Cancelled Mortgage Note") to the order of its bearer, in the principal sum of SIX HUNDRED THOUSAND DOLLARS ($600,000), of which THREE HUNDRED THOUSAND DOLLARS ($300,000) correspond to PROPERTY ONE (1), with interest at the rate of six per cent (6%) per annum, due on June first (1st), two thousand twenty five

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(2025), constituted as per deed number twenty eight (28), executed in San Juan, Puerto Rico, on June seven (7), two thousand nineteen (2019), before notary public Daniel García Chamorro, recorded at the Karibe volume of Cabo Rojo, Section of San Germán of the Registry, tenth (10th) inscription. The Cancelled Mortgage and the Cancelled Mortgage Note were cancelled pursuant to Deed Number Four (4) of Cancellation of Mortgage Note, executed in San Juan, Puerto Rico on January 20, 2022, which was filed and is pending recordation in the Registry at Karibe entry two thousand twenty-two dash one one five zero one seven dash "SG" zero one (2022-115017-SG01) (the "Deed of Cancellation of Mortgage").

----------**PROPERTY TWO (2)**----------

---**"RUSTICA:** Parcela número setenta y nueve (79), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO (5) CUERDAS, equivalentes a un (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas, y en lindes; por el NORTE, en una distancia de cincuenta y dos punto sesenta y dos (52.62) metros lineales, con el Mar Caribe; por el SUR, en una distancia de cincuenta y dos punto cincuenta y siete (52.57) metros lineales, con una servidumbre de diez (10.00) metros de ancho, cinco (5) de los cuales pertenecen a esta parcela y que la separa de la parcela ciento setenta y cuatro (174) de Enrique Carlo Aymat; por el ESTE, en una distancia de trescientos setenta y cuatro punto veinticuatro (374.24) metros lineales, con la parcela número uno (1) de la finca siete mil seiscientos tres (7,603) de Enrique Carlo Aymat; y por el OESTE, en una distancia de trescientos setenta y cuatro punto sesenta y seis (374.66) metros lineales, con la parcela setenta y ocho (78)."----------

---PROPERTY TWO is identified in the Registry as property number eighteen thousand eight hundred eight (18,808), recorded at page 97 of volume 510 of Cabo Rojo, Section of San Germán of the Registry.-------

---PROPERTY TWO was acquired by Seller through deed number twenty-seven (27), executed in San Juan, Puerto Rico, on June seven (7), two thousand nineteen (2019), before notary public Daniel García Chamorro, recorded at the Karibe Volume of Cabo Rojo, Section of San Germán of the Registry, eighth (8th) inscription. ----------

---The real property tax identification number ("*número de catastro*") assigned by the Municipal Revenue Collection Center ("CRIM") to PROPERTY TWO is three hundred seventy-nine dash zero zero zero dash zero zero nine dash zero three dash zero zero zero (379-000-009-03-000).

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---By its origin, PROPERTY TWO is free and clear of liens and encumbrances. By itself, PROPERTY TWO is subject to the following liens and encumbrances:----------

-----C. Restrictive Covenants about Edification and Agricultural Use, constituted as per deed number seventy-four (74), executed in Mayagüez, Puerto Rico, on November twenty (20), nineteen hundred seventy-four (1974), before notary public Juan Jesús Ramírez Rivera, recorded at page 94 of volume 510 of Cabo Rojo, Section of San Germán of the Registry, first (1st) inscription. ----------

-----D. The Cancelled Mortgage and the Cancelled Mortgage Note, which were cancelled pursuant to the Deed of Cancellation of Mortgage. -------

---PROPERTY ONE and PROPERTY TWO will be sometimes jointly referred to hereinafter as the "Property". ----------



---**SECOND:** On September twenty-six (26), two thousand twenty-two (2022), SELLER granted to BUYER's affiliate, PR INVESTCO LLC ("PR Investco"), an option to purchase the Property, pursuant to an Option Agreement (the "Option Agreement") executed on said date. The parties hereto acknowledge and agree that PR Investco has assigned to BUYER all of its rights and obligations under the Option Agreement, and that BUYER is the permitted assignee and successor of PR Investco thereunder.----------

----------**PURCHASE AND SALE** ----------

---**THIRD:** In accordance with the Option Agreement, SELLER hereby sells, conveys and transfers fee simple title ("*pleno dominio*") to the Property and the possession thereof to BUYER, and BUYER hereby purchases from SELLER fee simple title ("*pleno dominio*") to the Property and the possession thereof, in accordance with the following---

----------**TERMS AND CONDITIONS**----------

-----**One:** The purchase price of the PROPERTY is the lump sum of FIVE MILLION DOLLARS ($5,000,000) (hereinafter the "Purchase Price"). The Purchase Price is not subject or conditioned to an appraisal report,

and the SELLER shall have no obligation to adjust or reduce the Purchase Price as a result of any appraisal report(s) obtained by BUYER or anybody else. Of the Purchase Price, the lump sum of TWO MILLION FIVE HUNDRED THOUSAND DOLLARS ($2,500,000) corresponds to PROPERTY ONE, and the lump sum of TWO MILLION FIVE HUNDRED THOUSAND DOLLARS ($2,500,000) corresponds to PROPERTY TWO. ----------

-----**Two:** The Purchase Price is payable as follows:----------

----------A. The sum of TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000) was paid by BUYER to SELLER simultaneously with the execution of the Option Agreement. Of said sum, (i) one hundred twenty-five thousand dollars ($125,000) are applied to the purchase price of PROPERTY ONE, and (ii) one hundred twenty-five thousand dollars ($125,000) are applied to the purchase price of PROPERTY TWO. ------

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----------B. The sum of TWO MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($2,750,000) has been paid by BUYER to SELLER simultaneously with the execution of this public deed, and SELLER hereby acknowledges receipt thereof in form and substance acceptable to BUYER. Of said sum, (i) ONE MILLION THREE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($1,375,000) correspond to PROPERTY ONE, and (ii) ONE MILLION THREE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($1,375,000) correspond to PROPERTY TWO. ----------

----------C. The balance of the Purchase Price, net of the payments mentioned in the preceding two paragraphs, is the amount of TWO MILLION DOLLARS ($2,000,000), of which ONE MILLION ($1,000,000) corresponds to PROPERTY ONE, and ONE MILLION ($1,000,000) corresponds to PROPERTY TWO. Said balance will be referred to hereinafter as the "Deferred Purchase Price". The Deferred Purchase Price shall be paid by BUYER to SELLER in four (4) annual installments of FIVE HUNDRED THOUSAND DOLLARS ($500,000)

each, respectively, each due on March twenty-four (24), two thousand twenty four (2024), March twenty-four (24), two thousand twenty five (2025), and March twenty-four (24), two thousand twenty six (2026); plus (ii) a final installment of FIVE HUNDRED THOUSAND DOLLARS ($500,000) which will mature and will be due on September twenty-four (24), two thousand twenty six (2026). Of each of said four (4) installments of FIVE HUNDRED THOUSAND DOLLARS ($500,000), the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000) will correspond to PROPERTY ONE, and the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000) will correspond to PROPERTY TWO. Each payment of the Deferred Purchase Price shall be made by BUYER to SELLER by wire transfer in immediately available funds or in manager's check, without deduction or offset of any kind or proration and without requirement or notice from SELLER. The outstanding principal balance of the Deferred Purchase Price will earn interest at the rate of four percent (4%) per annum, commencing on the date of execution of this public deed and until full payment thereof.------

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-----**Three:** The Deferred Purchase Price is evidenced, secured and guaranteed by a mortgage note in the principal sum of TWO MILLION DOLLARS ($2,000,000) (hereinafter the "Two Million Dollar Mortgage Note"), which will be guaranteed by a first mortgage in the principal sum of TWO MILLION DOLLARS ($2,000,000) (the "Two Million Dollar Mortgage") encumbering the Property, of which the principal sum of ONE MILLION DOLLARS ($1,000,000) will correspond to PROPERTY ONE and the principal sum of ONE MILLION DOLLARS ($1,000,000) will correspond to PROPERTY TWO. A copy of the Two Million Dollar Mortgage Note is attached hereto and made an integral part hereof as Exhibit A. The Two Million Dollar Mortgage which guarantees the Two Million Dollar Mortgage Note has been constituted pursuant to Deed Number Two (2), executed as of the date hereof before Notary Public José Antonio Díaz Brugueras. SELLER hereby acknowledges

receipt of the original of the Two Million Dollar Mortgage Note.---------

---**Four:** This public deed entitles BUYER to the immediate possession of the Property, without any additional formality, document or request. -

---**Five:** All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of SELLER and, thereafter, those corresponding exclusively to any period after this date, for the account of BUYER. ----------

---**Six:** SELLER hereby delivers to BUYER fee simple title ("*pleno dominio*") to the Property, vacant, and free and clear of liens, encumbrances or defects, "as is, where is", subject only to the lien of the Two Million Dollar Mortgage and to the restrictive covenants mentioned in paragraph FIRST of this public deed. ----------

---**Seven:** BUYER specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) SELLER hereby sells and BUYER hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) BUYER is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from SELLER or any of SELLER's agents employees, members, representatives, attorneys or brokers (each such party a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by SELLER to BUYER (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof (including, without limitation, structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities, electrical, mechanical HVAC, plumbing, sewage, and utility systems, facilities, and appliances, soils, geology, and groundwater); (b) the dimensions, area, and lot size of the Property and the square footage

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of the buildings or improvements located thereon, if any, or of any tenant space therein; (c) the development or income potential, or rights of or relating to, the Property or the Property's use, habitability, merchantability, or fitness, or the suitability, value, or adequacy of the Property for any particular purpose, (d) the zoning of the Property or any other public or private restrictions on the use of the Property unknown to Seller, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of BUYER or any other person to obtain any necessary governmental approvals, licenses, or permits for BUYER's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters regarding the operation of the Property. BUYER expressly acknowledges and agrees that BUYER is not relying on any representation or warranty of SELLER or any Seller Affiliate, whether implied, presumed or expressly provided at law or otherwise, arising by virtue of any statute, common law, or other legally binding right or remedy in favor of BUYER. BUYER further acknowledges and agrees that SELLER is under no duty to make any inquiry regarding any matter that may or may not be known to SELLER or any Seller Affiliate. Upon execution of this public deed, BUYER shall assume the risk of adverse matters relating to adverse investigations, and BUYER, upon execution of this public deed, shall be deemed to have waived, relinquished and released SELLER and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), unknown to SELLER, which BUYER might have asserted or alleged or may assert or allege in the future against SELLER or any Seller Affiliate at any time by reason of or arising out of

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any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution this public deed.----------

---**Eight:** The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of this public deed will be paid by BUYER. The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of the Two Million Dollar Mortgage will also be paid by BUYER.----------

---**Nine:** This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of the Commonwealth of Puerto Rico in the event of any litigation pursuant to this public deed. ----------

---**Ten:** All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties: ----------

----------TO SELLER: ----------
----------PLAYA RUSTICA LLC----------
----------PO Box 971 ----------
----------Boquerón, PR 00622----------
----------Electronic Mail: eugeniosuarezpr@gmail.com ----------
----
----------TO BUYER: ----------
----------CABO ROJO LAND ACQUISITION LLC ----------
----------733 Third Avenue----------
----------New York, NY 10017 ----------
----------Attention: Eileen Sawyer----------
----------Electronic Mail: roberto.ruiz@ccgc.com.do----------
----
----------TO BROKER: ----------
----------Calle Cádiz 1218 ----------
----------Puerto Nuevo ----------
----------San Juan, PR 00920----------
----------Attention: José Enrique Pérez Cruz ----------
----------Electronic Mail: passportre@gmail.com----------

---**Eleven:** SELLER represents and warrants to BUYER that, to the best of SELLER's knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or

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contaminating substances. EXCEPT FOR THE FOREGOING REPRESENTATION, BUYER ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER BY SELLER OR ANY AGENT, OFFICER, EMPLOYEE OR REPRESENTATIVE THEREOF REGARDING THE PROPERTY. BUYER HEREBY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS SALE IS MADE WITHOUT REPRESENTATION, COVENANT OR WARRANTY OF ANY KIND (WHETHER EXPRESS, IMPLIED OR STATUTORY) BY SELLER.----------

---**Twelve:** The appearing parties acknowledge that the BROKER, José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy-eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the subject of this purchase and sale. The fees to Mr. Pérez Cruz and his associates, if any, for said service are the responsibility of BUYER and have been paid by BUYER to BROKER simultaneously with the execution of this public deed. Said fees amount to TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000), equivalent to five percent (5%) of the Purchase Price of the Property, and BROKER hereby acknowledges receipt thereof in form and substance acceptable to BROKER. ----------

---**Thirteen:** The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed.----------

---**Fourteen:** In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgement or judicial order, then and in that event, the rest of this public deed will continue in full force and effect. ----------

---**Fifteen:** The parties hereto agree and oblige themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver

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whatever documents or instruments, public or private, which may be necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any Rectification Deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of BUYER, except that each party shall bear the fees of their respective counsel. ----------

---**FOURTH:** The Notary advises BUYER as to the importance of filing the corresponding Property Tax Exemption and/or Change of Ownership Applications in the Municipal Revenue Collection Center (CRIM), and to obtain before the execution of this Deed, a Certification indicating whether the Property owes any sums related to property taxes. According to the Law, BUYER is responsible for filing at the Municipal Revenue Collection Center (CRIM) within the next thirty (30) days the corresponding application for Property Tax Exemption and /or Change of Ownership. The BUYER hereby declares that it is fully aware of the above-mentioned obligations and releases the subscribing Notary from this responsibility.----------

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----------**ACCEPTANCE AND WARNINGS**----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed as drafted, to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following:----------

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing notary public, and therefore, the parties agree to release the notary public from any and all liabilities with respect to any errors or omissions committed

in the preparation of such title abstract. Said title abstract was prepared by Capital Title Services Inc., and dated March sixteen (16), two thousand twenty-three (2023); ----------

-----(c) that subsequent to the date of such title abstract and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry of the Property of Puerto Rico that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry of the Property of Puerto Rico as of the date of the title abstract. ----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry of the Property of Puerto Rico, or direct corroboration by examining the books of the Registry of the Property of Puerto Rico, and that the negative certification of the Registry of the Property of Puerto Rico does not exclude the possibility of liens recorded after the date of the certification; ----------

-----(e) the right of the BUYER to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights. ----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.;----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property; ----------

-----(h) of the importance of recording a copy of this Deed in the Registry of the Property of Puerto Rico, the costs relating thereto and of the consequences that would result if a certified copy of this Deed is not recorded in the Registry of the Property of Puerto Rico; ----------

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-----(i) of the desirability of performing a search of the records of the Municipal Revenue Collection Center (CRIM) to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property; ----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations; ----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its content.----------

-----(l) of the need and consequences of filing the "*Planillas Informativas Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles*" with the Puerto Rico Treasury Department; and----------

-----(m) that they have received the orientation required by the Federal Law for the reduction of risks provoked by lead based paints in residential dwellings ("Residencial Lead-Paint Hazard Reduction Act", 42 U.S.C. §§ 4851 et seq.). In addition, it has been complied with the Disclosure Rule required by the Housing and Urban Development Department of the United States of America (HUD) and the Environmental Protection Agency (EPA) about the reach of these warnings in case there exists a structure in the Property, leaving the authorizing Notary free of any responsibility to this effect. ----------

----------READING, ACCEPTANCE AND EXECUTION---------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed as drafted, to their entire satisfaction, having I, the Notary Public, made to the appearing parties the necessary legal warnings concerning its execution. I, the Notary, hereby certify that this Deed was read by the persons appearing herein; that I advised them of their right to have witnesses present at the execution hereof, which right they have waived; that they acknowledge that they understand the

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contents of this Deed and the legal effects thereof; and that thereupon they signed this Deed before me and affixed their initials to each and every page hereof. ----------

---As to everything else contained in this public instrument, I the Notary, ATTEST AND GIVE FAITH. ----------

---Signed, sealed, marked and flourished by the authorizing Notary, Jorge Antonio Morales Cordero.----------

---Therein also appear the signature of the appearing parties and their initials on the margin of each page. The corresponding internal revenue stamps, legal assistant stamps and the notarial tax stamp are adhered thereon. ------

---I, the Notary, CERTIFY that the foregoing is a true and exact copy of Deed Number Three (3), which contains sixteen (16) pages (folios), the original of which forms part of my protocol of public instruments for the year two thousand twenty-three (2023).----------

---IN WITNESS WHEREOF, and to deliver to Cabo Rojo Land Acquisition LLC, I issue the first certified copy, which I sign, seal, mark and flourish in San Juan, Puerto Rico, on March twenty-four (24), two thousand twenty-three (2023). ----------

Notary Public

JORGE A. MORALES CORDERO
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EXHIBIT A

MORTGAGE NOTE

PRINCIPAL SUM: TWO MILLION DOLLARS ($2,000,000)

FOR VALUE RECEIVED, the undersigned promises to pay to the order of PLAYA RUSTICA LLC ("Mortgagee"), the principal sum of TWO MILLION DOLLARS ($2,000,000), plus interest on the outstanding principal balance of this note, at the rate of FOUR PERCENT (4%) per annum, starting on the date hereof and until full payment thereof. The aforesaid principal sum will be paid by the undersigned to the order of mortgagee in four (4) installments of FIVE HUNDRED THOUSAND DOLLARS ($500,000) each, respectively maturing on the following dates:

(i) A first (1st) installment of principal of FIVE HUNDRED THOUSAND DOLLARS ($500,000), maturing on March twenty-four (24), two thousand twenty-four (2024);
(ii) A second (2nd) installment of principal of FIVE HUNDRED THOUSAND DOLLARS ($500,000), maturing on March twenty-four (24), two thousand twenty-five (2025);
(iii) A third (3rd) installment of principal of FIVE HUNDRED THOUSAND DOLLARS ($500,000), maturing on March twenty-four (24), two thousand twenty-six (2026); and
(iv) A fourth (4th) installment of principal of FIVE HUNDRED THOUSAND DOLLARS ($500,000), maturing on September twenty-four (24), two thousand twenty-six (2026).

The aforesaid interest will be payable in installments maturing simultaneously with the aforesaid principal installments.

Any delay of fifteen (15) or more calendar days in the payment of any principal or interest installment will constitute a default hereunder and will trigger the accelerated maturity of all principal and interest then due hereunder.

The undersigned hereby waives presentment, protest, demand and notice of non-payment.

In the event the Mortgagee shall take recourse to foreclosure or other judicial proceedings for the collection of all or any of the principal hereof or any interest hereon, the undersigned hereby agrees to pay an additional amount equal to ten percent (10%) of the principal amount of this Mortgage Note as a liquidated amount without necessity of further liquidation or approval by the Court to cover costs and expenses (including reasonable attorneys' fees and expenses) of such foreclosure or judicial proceedings.

This mortgage note is secured by a mortgage encumbering real estate, as it appears from Deed Number Two (2), executed on March twenty-four (24), two thousand twenty-three (2023), in San Juan, Puerto Rico, before the undersigned notary public, and the mortgagee shall be entitled to the benefit and security of all of the provisions and conditions set forth in said deed of mortgage.

In San Juan, Puerto Rico, on this twenty-fourth (24th) day of March, two thousand twenty-three (2023).

CABO ROJO LAND ACQUISITION LLC

By: _____
Name: Gladys Omayra Fontanez Reyes
Title: Authorized Representative

Affidavit Number: -4221-

Acknowledged and subscribed before me in San Juan, Puerto Rico, on this twenty-fourth (24th) day of March, two thousand twenty three (2023), by Gladys Omayra Fontanez Reyes, of legal age, single, attorney at law and resident of San Juan, Puerto Rico, in her capacity as Authorized Representative of Cabo Rojo Land Acquisition LLC, who is personally known to me.

Notary Public

JORGE A. MORALES GORDERO ABOGADO-NOTARIO

JORGE A. DÍAZ BRUGUERAS ABOGADO-NOTARIO

RECIBO 4022-00979525 Sello 9998.2 9397 03/23/2023 $5.00 Sello de Asistencia Legal 80015-2023-0323-31414086

DEPARTAMENTO *de* JUSTICIA

ESTADO LIBRE ASOCIADO DE PUERTO RICO

CERTIFICACIÓN DEL NOTARIO QUE PRESENTA DOCUMENTO EN EL REGISTRO DE LA PROPIEDAD INMOBILIARIA DE PUERTO RICO POR LA VÍA TELEMÁTICA

CERTIFICO: Que la copia en formato PDF de la Escritura Núm. Tres (3) sobre "Purchase and Sale", autorizada por mí en San Juan, Puerto Rico, el veinticuatro (24) de marzo de dos mil veintitrés (2023), que se está presentando en esta fecha en el Registro de la Propiedad, es una copia fiel y exacta de la copia certificada de dicha escritura.

En San Juan, Puerto Rico, hoy veintiocho (28) de marzo de dos mil veintitrés (2023).

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Notario

----------**ESCRITURA NUMERO: SETENTA Y DOS (72)**---------
---------- **DEED NUMBER SEVENTY TWO (72)**----------

----------**COMPRAVENTA**----------
----------**DEED OF SALE**----------

-----En San Juan, Puerto Rico, a los veintiséis (26) días del mes de octubre de año dos mil veintidós (2022).----------
---In San Juan, Puerto Rico, this Twenty Six (26) day of October of the year Two Thousand Twenty-Two (2022). ----------
---
----------**ANTE MI**----------
----------BEFORE ME----------

-----CARLOS TOMASSINI RAMIREZ, abogado y notario público, en y para el Estado Libre Asociado de Puerto Rico, con residencia y estudio abierto en San Juan, Puerto Rico.----------
---CARLOS TOMASSINI RAMIREZ, attorney and notary public, for the Commonwealth of Puerto Rico, with residence and offices located in San Juan, Puerto Rico----------
---
----------**COMPARECE**----------
----------**APPEAR**----------
---DE LA PRIMERA PARTE: *PUERTO RICO FARM CREDIT, ACA,* sucesor en derecho de la Puerto Rico Production Credit Association por la fusión de esta con el Federal Land Bank Association of San Juan, a tenor con la sección siete punto ocho (7.8) de la Ley del Congreso de los Estados Unidos de América conocida por el Agricultural Credit Act of 1987, título doce sección 2279 (c1), instrumentalidad del gobierno de los Estados Unidos con oficinas principales en San Juan, Puerto Rico, seguro social patronal número seis seis guión cero tres tres cero ocho seis ocho (66-0330868), representada en este acto RICARDO L. FERNANDEZ CRUZ, mayor de edad, casado, ejecutivo y vecino de San Juan, Puerto Rico. Las facultades del representante están acreditadas en la Resolución Corporativa del once (11) de febrero de dos mil veinte (2020), la cual ha sido revisada por el notario fedatario y cumple con todos los requisitos y formalidades de ley. Dichas facultades para este otorgamiento están acreditadas en el Registro de la ***Propiedad*** de Puerto Rico, denominada en este instrumento como "**LA VENDEDORA**".----------

-----AS PARTY OF THE FIRST PART: PUERTO RICO FARM CREDIT, ACA, succeeding in right of the Puerto Rico Production Credit Association by the fusion of this with the Federal one Land Bank Association of San Juan, to state with the section seven point eight (7,8) of the Law of the Congress of the United States of America known by the Farming one Credit Act of 1987, title twelve section 2279 (c1), instrumentality of the government of the United States with main offices in San Juan, Puerto Rico, represented in this act by RICARDO L. FERNANDEZ CRUZ, of legal age, married, executive and resident of San Juan, Puerto Rico. The faculties of the representative are creditable in the Corporate Resolution of the February eleven (11) of two thousand twenty (2020). In accordance with Articles Ten (10) and Two Hundred Twenty-nine (229) of Law Number Two Hundred Ten (210) of December eight (8), two thousand fifteen (2015), known as the "Real Estate Property Registry Law of the Commonwealth of Puerto Rico "I hereby certify that I have before me the mentioned Resolution and I also certify that it meets with the applicable requirements and formalities

CARLOS TOMASSINI RAMIREZ PUERTO RICO ABOGADO-NOTARIO

RLFC

G.D.F.R.

required by law, *hereinafter called* ***THE SELLER***.----------
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---**DE LA SEGUNDA PARTE: CABO ROJO LAND ACQUISITION, LLC**, compañía de responsabilidad limitada constituida y existente bajo las leyes del Estado de Delaware, Estados Unidos de América, representada en esta escritura pública por su representante autorizado, Gladys Omayra Fontanez Reyes (en adelante "Gladys"), quien es mayor de edad, soltera, abogada y residente de San Juan, Puerto Rico, y que está autorizada para comparecer en representación del Comprador según Certificado de Resolución de Cabo Rojo Land Acquisition, LLC, ejecutado en octubre veintiséis (26), de dos mil veintidós (2022)), por Eileen Sawyer, como Gerente de Cabo Rojo Land Acquisition, LLC, en New York, Estados Unidos, ante notario público Eric Orenstein. Yo, el Notario, por la presente certifico que he revisado el original de dicho Certificado de Resolución, y que, en mi opinión, cumple con todos los requisitos legales necesarios para autorizar a Gladys a comparecer en esta escritura pública en nombre del Comprador", en adelante denominados como **LOS COMPRADORES**.----------

---***AS PARTY OF THE SECOND PART:*** **CABO ROJO LAND ACQUISITION, LLC**, a limited liability company organized and existing under the laws of the State of Delaware, United States of America, represented in this public deed by its authorized representative, Gladys Omayra Fontanez Reyes (hereinafter "Gladys "), who is of legal age, single, attorney at law and resident of San Juan, Puerto Rico, and who is authorized to appear herein on behalf of Buyer as per Certificate of Resolution of Cabo Rojo Land Acquisition, LLC, executed on October twenty six (26), two thousand twenty two (2022), by Eileen Sawyer, as Manager of Cabo Rojo Land Acquisition, LLC, in New York, United States, before notary public Eric Orenstein. I, the Notary, hereby certify that I have revised the original of said Certificate of Resolution, and that, in my opinion, it complies with all legal requirements necessary to authorize Gladys to appear in this public deed on behalf of Buyer". hereinafter called as **"THE BUYERS"**.--------
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---**DOY FE** de conocer personalmente a los comparecientes, así como por sus dichos de su edad, estado civil, profesión y vecindad y la capacidad que comparecen aquí. Me aseguran tener, y a mi juicio tienen, la capacidad legal suficiente para este otorgamiento, y en tal virtud libremente: ----------
---

---**I ATTEST** of my personal knowledge of the appearing and through their verbal expressions of their age, civil status, profession and residence and the capacity that they appear herein. They assure and in my judgment they have enough legal capacity for the execution of this deed, by virtue of which they freely:----------
---

----------**EXPONEN**----------
---------- **STATE** ----------
---**PRIMERO**: Que las siguientes propiedades descritas más adelante en el idioma español según surge del Registro de la Propiedad de San Germán, pertenecen a "**LA VENDEDORA**".---
---

---**FIRST**: That the following properties described as it arises in the Spanish language, from the Registry of the Property of San Germán, belongs to ***THE SELLER***.----------
---

---**Descrita conforme a su inscripción PRIMERA, como**

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sigue:----------
---A) RUSTICA: Parcela Número Setenta y Siete (77) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.) equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes al NORTE, con el Mar Caribe; por el SUR, con parcela número treinta y ocho (38) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con parcela número setenta y ocho (78) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5) pertenecen a esta parcela y por el OESTE, con la parcela número setenta y seis (76) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5) pertenecen a esta parcela.----------
---Para uso de fines agrícola.----------

---Observación: En la inscripción segunda indica que la propiedad esta descrita conforme a la inscripción primera a diferencia que en el documento que en dicha inscripción se inscribió hoy linda por el NORTE, en una distancia de setenta y tres (73.00) metros lineales, con la zona marítima; por el SUR, en una distancia de setenta y uno punto cero cuatro (71.04) metros lineales, con la parcela de Enrique Carlo Aymat; por el ESTE, en una distancia de doscientos ochenta y nueve punto noventa y nueve (289.99) metros lineales, con la parcela número setenta y ocho (#78); y por el OESTE, en una distancia de doscientos ochenta y cinco punto sesenta (285.60) metros lineales, con una servidumbre de paso de diez (10.00) metros de ancho, cinco (5.00) de los cuales pertenecen a esta parcela y que la separa de la parcela número setenta y seis (#76), con una cabida de diecinueve mil seiscientos cincuenta y dos (19,652.00) metros cuadrados.----------

---Inscrita al folio noventa y seis (96) del tomo ochocientos cinco (805) de Cabo Rojo, finca número dieciocho mil ochocientos seis (18,806), Registro de la Propiedad de San Germán.----------

----------Catastro Número 379-000-009-01-000----------

---Descrita conforme a su inscripción SEPTIMA:----------
---B) RUSTICA: Parcela número ciento treinta y ocho (138), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalente a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, parcela número treinta y dos (32) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número seis (6) y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número quince (15) y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela y por el OESTE, con la parcela número treinta (30) y servidumbre de paso de diez (10.00) metros de los cuales cinco (5) pertenecen a esta parcela.-----
---Para uso de fines agrícola.----------

---Nota: En la primera inscripción describen el número de la

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parcela al Oeste dice treinta y uno (#31); en la inscripción tercera dice parcela treinta y uno (31) y en la última descripción de la finca que fue recuperada en los libros azules (ágora), el número de la parcela que dice al Oeste es la número treinta (#30) como se relacionan en este estudio.

---Inscrita al folio ciento cuarenta y dos (142) del tomo ochocientos sesenta y cuatro (864) de Cabo Rojo, finca número dieciocho mil setecientos sesenta y dos (18,762), Registro de la Propiedad de Cabo Rojo.----------

----------Catastro Número 402-018-327-35-000----------

---C) RUSTICA: Parcela número dieciséis (16), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalente a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con terrenos de los hermanos Ruiz y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5) metros, pertenecen a esta parcela; por el SUR, con la parcela número sesenta y cuatro (64) y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número ciento ochenta (180) y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela y por el OESTE, parcela número quince (15) y servidumbre de paso de diez (10.00) metros, de los cuales cinco (5) pertenecen a esta parcela.----------
---Para uso de fines agrícolas.----------

---Inscrita al folio trece (13) del tomo quinientos ocho (508) de Cabo Rojo, finca número dieciocho mil seiscientos noventa y cuatro (18,694), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-008-327-33-000----------

---Descrita conforme a su inscripción SEPTIMA:----------
---D) RUSTICA: Parcela número treinta y tres (33), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalente a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con terrenos de Víctor Quiles y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) metros, pertenecen a esta parcela; por el SUR, con la parcela número cinco (5) y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número ciento treinta y ocho (138) y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela y por el OESTE, con servidumbre de paso de veinte punto sesenta (20.60) metros de ancho.----------
---Para uso de fines agrícola.----------

---Nota: En la primera inscripción describen la finca por su linde Norte, con la parcela número ciento treinta y ocho (#138) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela y por el Oeste, con la parcela número treinta y nueve (#39) y servidumbre de paso de diez (10.00) metros de ancho de los

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cuales cinco (5.00) pertenecen a esta parcela. La última descripción de la finca es y fue recuperada en los libros azules (ágora) y el linde que consta por el Norte y Oeste es como se relacionan en este estudio.----------

---Inscrita al folio veinticinco (25) del tomo quinientos ocho (508) de Cabo Rojo, finca número dieciocho mil seiscientos noventa y seis (18,696), Registro de la propiedad de San Germán.----------

----------Catastro Número 402-018-327-36-000----------

---Descrita conforme a su inscripción SEPTIMA:----------
---E) RUSTICA: Parcela número quince (15) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalente a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, parcela número dieciséis (16) y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) metros, pertenecen a esta parcela; por el SUR, con la parcela número seis (6) y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número dieciséis (16) y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela y por el OESTE, con la parcela número ciento treinta y ocho (138) y servidumbre de paso de diez (10.00) metros, de los cuales cinco (5) pertenecen a esta parcela.----------
---Para uso de fines agrícolas.----------

---Inscrita al folio ciento cuarenta y ocho (148) del tomo ochocientos sesenta y cuatro (864) de Cabo Rojo, finca número dieciocho mil setecientos setenta y nueve (18,779), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-008-327-34-000----------

---Descrita conforme a la inscripción SEPTIMA, como sigue:
---F) RUSTICA: Parcela número cincuenta y cuatro (54) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes al NORTE, con terrenos de Merino Quirino Pedroso y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela; por el SUR, con la parcela número cincuenta y tres (53) y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con terrenos de Ricardo Enrique Carlo Díaz y por el OESTE, con la parcela número cincuenta y cinco (55).----------
---Para uso de fines agrícolas.----------

---Inscrita al folio treinta y cuatro (34) del tomo ochocientos sesenta y cuatro (864) de Cabo Rojo, finca número dieciocho mil setecientos siete (18,707), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-009-327-30-000----------

--Descrita conforme a la inscripción SEPTIMA, como sigue:-
---G) RUSTICA: Parcela número cincuenta y cinco (55),

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radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con terrenos de Merino Quirino Pedroso y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela; por el SUR, con la parcela número cincuenta y dos (52); por el ESTE, con la parcela número cincuenta y cuatro (54) y por el OESTE, con la parcela número cincuenta y seis (56).--
---Para uso de fines agrícolas.----------

---Inscrita al folio treinta y siete (37) del tomo ochocientos sesenta y cuatro (864) de Cabo Rojo, finca número dieciocho mil setecientos ocho (18,708), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-009-327-29-000----------

---Descrita conforme a la inscripción SEPTIMA, como sigue:
---H) RUSTICA: Parcela número cincuenta y seis (56), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con terrenos de Merino Quirino Pedroso y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela; por el SUR, con la parcela número cincuenta y dos (52); por el ESTE, con la parcela número cincuenta y cinco (55) y por el OESTE, con la parcela número cincuenta y siete (57).------
---Para uso de fines agrícolas.----------

---Inscrita al folio cuarenta y uno (41) del tomo ochocientos sesenta y cuatro (864) de Cabo Rojo, finca número dieciocho mil setecientos nueve (18,709), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-008-327-28-000----------

---Descrita conforme a la inscripción SEPTIMA, como sigue:
---I) RUSTICA: Parcela número cincuenta y siete (57), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con terrenos de Merino Quirino Pedroso y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela; por el SUR, con las parcelas números ciento ochenta (180) y cincuenta y dos (52); por el ESTE, con la parcela número cincuenta y seis (56) y por el OESTE, con terrenos de los hermanos Ruiz y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela.----------
---Para uso de fines agrícolas.----------

---Inscrita al folio cuarenta y cuatro (44) del tomo ochocientos sesenta y cuatro (864) de Cabo Rojo, finca número dieciocho mil setecientos diez (18,710), Registro de la propiedad de San Germán.----------

----------Catastro Número 402-008-327-27-000----------

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---J) RUSTICA: Parcela número ciento setenta y ocho (178), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con las parcelas números cinco (5), seis (6) y sesenta y cuatro (64) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela; por el SUR, con las parcelas números ciento setenta y seis (176) y sesenta y seis (66) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela; por el ESTE, con la parcela número treinta y dos (32) y por el OESTE, con la parcela número ciento setenta y seis (176) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela.----------
---Para uso de fines agrícolas.----------

---Inscrita al folio ciento ochenta y siete (187) del tomo ochocientos sesenta y cuatro (864) de Cabo Rojo, finca número dieciocho mil ochocientos trece (18,813), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-028-327-49-000----------

---Descrita conforme a su inscripción OCTAVA, como sigue:
---K) RUSTICA: Parcela número sesenta y nueve (69) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con la parcela número setenta y uno (71) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con el Mar Caribe; por el SUR, con la parcela número ochenta y tres (83) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con servidumbre de paso de diez (10.00) metros de ancho; por el ESTE, con la parcela número sesenta y ocho (68) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con la parcela número sesenta (70) y servidumbre de paso de diez (10.00) metros de ancho y por el OESTE, con la parcela número setenta (70) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con la parcela número ochenta y uno (81).----------
---Para uso de fines agrícolas.----------

---Inscrita al folio ciento treinta y nueve (139) del tomo quinientos ocho (508) de Cabo Rojo, finca número dieciocho setecientos quince (18,715), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-017-327-16-000----------

---Descrita conforme a su inscripción OCTAVA, como sigue:
---L) RUSTICA: Parcela número setenta (70) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y

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seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con la parcela número setenta y uno (71) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con el Mar Caribe; por el SUR, con la parcela número ochenta y uno (81) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con servidumbre de paso de diez (10.00) metros de ancho; por el ESTE, con la parcela número sesenta y nueve (69) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con la parcela número setenta y uno (71) y por el OESTE, con el Mar Caribe antes, hoy con la parcela número sesenta y nueve (69).----------
---Para uso de fines agrícolas.----------

---Inscrita al folio sesenta y dos (62) del tomo ochocientos sesenta y cuatro (864) de Cabo Rojo, finca número dieciocho setecientos dieciséis (18,716), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-007-327-15-000----------

---Descrita conforme a su inscripción OCTAVA, como sigue:
---M) RUSTICA: Parcela número ochenta y uno (81) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con la parcela número setenta (70) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con el Mar Caribe; por el SUR, con terrenos del Sr. José Fas antes, hoy con servidumbre de paso de diez (10.00) metros de ancho; por el ESTE, con la parcela número ochenta y dos (82) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con la parcela número sesenta y nueve (69) y por el OESTE, con la parcela número ochenta (80) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con la parcela número ochenta (80).-------
---Para uso de fines agrícolas.----------

---Inscrita al folio ciento setenta y cinco (175) del tomo quinientos ocho (508) de Cabo Rojo, finca número dieciocho mil setecientos veintiuno (18,721), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-007-327-17-000----------

---Descrita conforme a su inscripción OCTAVA, como sigue:
---N) RUSTICA: Parcela número setenta y tres (73), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con la parcela número setenta y dos (72) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con las parcelas número setenta y uno (71) y setenta y dos (72); por el SUR, con las parcelas números sesenta y siete (67) y sesenta y ocho (68) y servidumbre de paso de diez

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(10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con la parcela número sesenta y cinco (65); por el ESTE, con las parcelas números sesenta y cinco (65) y sesenta y seis (66) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con la parcela número treinta y siete (37) y por el OESTE, con la parcela número setenta y uno (71) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con la parcela número sesenta y ocho (68) y servidumbre de paso de diez (10.00) metros de ancho.----------
---Para uso de fines agrícolas.----------

---Inscrita al folio ciento sesenta y tres (163) del tomo quinientos ocho (508) de Cabo Rojo, finca número dieciocho setecientos diecinueve (18,719), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-007-327-13-000----------

---O) RUSTICA: Parcela número sesenta y cinco (65) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con la parcela número sesenta y tres (73); por el SUR, con servidumbre de paso de diez (10.00) metros de ancho; por el ESTE, con la parcela número veintinueve (29) y por el OESTE, con las parcelas número sesenta y ocho (68) y ochenta y cuatro (84).----------
---Para uso de fines agrícolas.----------

---Inscrita al folio ciento quince (115) del tomo quinientos ocho (508) de Cabo Rojo, finca número dieciocho setecientos once (18,711), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-017-327-08-000----------

---P) RUSTICA: Parcela número veintinueve (29), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con la parcela número setenta y siete (77) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela; por el SUR, con servidumbre de paso de diez (10.00) metros de ancho; por el ESTE, con la parcela número treinta y ocho (38) y por el OESTE, con la parcela número sesenta y cinco (65).----------
---Para uso de fines agrícolas.----------

---Inscrita al folio doscientos cuarenta y siete (247) del tomo quinientos nueve (509) de Cabo Rojo, finca número dieciocho setecientos ochenta y tres (18,783), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-017-327-09-000----------

---Q) RUSTICA: Parcela número treinta y ocho (38) radicada en el Barrio Boquerón del término municipal de Cabo Rojo,

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Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con la parcela número cuarenta y uno (41); por el SUR, con servidumbre de paso de diez (10.00) metros de ancho; por el ESTE, con servidumbre de paso de diez (10.00) metros de ancho y por el OESTE, con la parcela número veintinueve (29).----------
---Para uso de fines agrícolas.----------

---Inscrita al folio doscientos ochenta y nueve (289) del tomo quinientos nueve (509) de Cabo Rojo, finca número dieciocho setecientos noventa (18,790), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-018-327-10-000----------

---R) RUSTICA: Parcela número sesenta y siete (67), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con servidumbre de paso de diez (10.00) metros de ancho; por el SUR, con terrenos de José Fas; por el ESTE, con la parcela número diecisiete (17) y por el OESTE, con servidumbre de paso de diez (10.00) metros de ancho.----------
---Esta parcela es para uso de fines agrícolas.----------

---Inscrita al folio ciento veintisiete (127) del tomo quinientos ocho (508) de Cabo Rojo, finca número dieciocho setecientos trece (18,713), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-017-327-23-000----------

---S) RUSTICA: Parcela número diecisiete (17) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con servidumbre de paso de diez (10.00) metros de ancho; por el SUR, con terreno de José Fas; por el ESTE, con servidumbre de paso de diez (10.00) metros de ancho y por el OESTE, con la parcela número sesenta y siete (67).----
---Esta parcela es para uso de fines agrícolas.----------

---Inscrita al folio doscientos veintinueve (229) del tomo quinientos nueve (509) de Cabo Rojo, finca número dieciocho setecientos ochenta (18,780), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-018-327-24-000----------

---SEGUNDO: Las fincas **letras A a la J,** constan inscritas a favor de PUERTO RICO FARM CREDIT, ACA, quien adquiere el dominio de esta finca por título de Venta Judicial, **finca letra "A"** por el precio de DOSCIENTOS UN MIL QUINIENTOS DOLARES ($201,500.00); **finca letra "B"** por el precio de CIENTO SETENTA MIL DOLARES ($170,000.00); **finca letra "C"** por el precio de CIENTO SETENTA MIL DOLARES ($170,000.00); **finca letra "D"** por el precio de CIENTO SETENTA MIL DOLARES ($170,000.00); **finca letra "E"** por el

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precio de TRESCIENTOS CUARENTA MIL DOLARES ($340,000.00); **finca letra "F"** por el precio de CIENTO CUARENTA Y OCHO MIL SETECIENTOS CINCUENTA DOLARES ($148,750.00); **finca letra "G"** por el precio de CIENTO CUARENTA Y OCHO MIL SETECIENTOS CINCUENTA DOLARES ($148,750.00); **finca letra "H"** por el precio de CIENTO CUARENTA Y OCHO MIL SETECIENTOS CINCUENTA DOLARES ($148,750.00); **finca letra "I"** por el precio de CIENTO CUARENTA Y OCHO MIL SETECIENTOS CINCUENTA DOLARES ($148,750.00) y **finca letra "J"** por el precio de CIENTO CUARENTA Y OCHO MIL SETECIENTOS CINCUENTA DOLARES ($148,750.00), según consta de la Escritura Número Veinticinco (#25), otorgada en San Juan, Puerto Rico, el quince (15) de julio de dos mil dieciséis (2016), ante la notario Adriana Teresa Capacete Cabassa, e inscrita en cuanto a cada finca como se describe a continuación:----------

---Finca letra A: Inscrita al tomo Karibe, finca número dieciocho mil ochocientos seis (18806) de Cabo Rojo e inscripción novena (9na).----------

---Finca letra B: Inscrita al tomo Karibe, finca número dieciocho mil setecientos sesenta y dos (18762) de Cabo Rojo e inscripción duodécima (12ma).----------

---Finca letra C: Inscrita al tomo Karibe, finca número dieciocho mil seiscientos noventa y cuatro (18694) de Cabo Rojo e inscripción undécima (11ma).----------

---Finca letra D: Inscrita al tomo Karibe, finca número dieciocho mil seiscientos noventa y seis (18696) de Cabo Rojo e inscripción undécima (11ma).----------

---Finca letra E: Inscrita al tomo Karibe, finca número dieciocho mil setecientos setenta y nueve (18779) de Cabo Rojo e inscripción duodécima (12ma).----------

---Finca letra F: Inscrita al tomo Karibe, finca número dieciocho mil setecientos siete (18707) de Cabo Rojo e inscripción undécima (11ma).----------

---Finca letra G: Inscrita al tomo Karibe, finca número dieciocho mil setecientos ocho (18708) de Cabo Rojo e inscripción undécima (11ma).----------

---Finca letra H: Inscrita al tomo Karibe, finca número dieciocho mil setecientos nueve (18709) de Cabo Rojo e inscripción undécima (11ma).----------

---Finca letra I: Inscrita al tomo Karibe, finca número dieciocho mil setecientos diez (18710) de Cabo Rojo e inscripción undécima (11ma).----------

---Finca letra J: Inscrita al tomo Karibe, finca número dieciocho mil ochocientos trece (18813) de Cabo Rojo e inscripción undécima (11ma).----------

---Las fincas **letras K a la N,** constan inscritas a favor de PUERTO RICO FARM CREDIT, ACA, quien adquiere el dominio de esta finca por título de Venta Judicial, **finca letra "K"** por el precio de TRESCIENTOS MIL DOLARES ($300,000.00); **finca letra "L"** por el precio de TRESCIENTOS MIL DOLARES ($300,000.00); **finca letra "M"** por el precio de CIENTO CINCUENTA MIL DOLARES ($150,000.00) y la **finca letra "N"** por el precio de TRESCIENTOS MIL DOLARES ($300,000.00), según consta de la Escritura Número Quince (#15), otorgada en San Juan, Puerto Rico, el tres (3) de diciembre de dos mil doce (2012), ante la notario Laura M. Santana Mieres, e inscrita en cuanto a cada finca como se describe a continuación:----------

---Finca letra K: Inscrita al folio uno (1) del tomo mil treinta y uno (1031) de Cabo Rojo, finca número dieciocho mil setecientos quince (18715) e inscripción décima (10ma).----------

---Finca letra L: Inscrita al folio dos (2) del tomo mil treinta y

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uno (1031) de Cabo Rojo, finca número dieciocho mil setecientos dieciséis (18716) e inscripción décima (10ma).-------
---Finca letra M: Inscrita al folio setenta y ocho (78) del tomo ochocientos sesenta y cuatro (864) de Cabo Rojo, finca número dieciocho mil setecientos veintiuno (18721) e inscripción décima (10ma).----------
---Finca letra N: Inscrita al folio tres (3) del tomo mil treinta y uno (1031) de Cabo Rojo, finca número dieciocho mil setecientos diecinueve (18719) e inscripción décima (10ma).-----

---Las fincas **letras O a la S,** constan inscritas a favor de PUERTO RICO FARM CREDIT, ACA, quien adquiere el dominio de esta finca por título de Venta Judicial, **finca letra "O"** por el precio de CIENTO CINCUENTA MIL DOLARES ($150,000.00); **finca letra "P"** por el precio de CIENTO CINCUENTA MIL DOLARES ($150,000.00); **finca letra "Q"** por el precio de CIENTO CINCUENTA MIL DOLARES ($150,000.00); **finca letra "R"** por el precio de CIENTO CINCUENTA MIL DOLARES ($150,000.00) y la **finca letra "S"** por el precio de CIENTO CINCUENTA MIL DOLARES ($150,000.00), según consta de la Escritura Número Ciento Cuarenta y Siete (#147), otorgada en San Juan, Puerto Rico, el veintiuno (21) de noviembre de dos mil dieciocho (2018), ante el notario Ian Marini Biaggi, presentada al asiento dos mil dieciocho guión uno uno nueve ocho seis nueve guión SG cero uno (2018-119869-SG01), pendiente de inscripción.----------
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---**SECOND:** Properties letters **"A" to "J"** recorder to favor of PUERTO RICO FARM CREDIT, ACA who acquired the title by Judicial Sale, **Property "A",** for the sum of TWO HUNDRED ONE THOUSAND FIVE HUNDRED DOLLARS ($201,500.00); **Property "B"** for the sum of ONE HUNDRED SEVENTY THOUSAND DOLLARS ($170,000.00); **Property "C"** for the sum of ONE HUNDRED SEVENTY THOUSAND DOLLARS ($170,000.00); **Property "D"** for the sum of ONE HUNDRED SEVENTY THOUSAND DOLLARS ($170,000.00); **Property "E"** for the sum of THREE HUNDRED FORTY THOUSAND DOLLARS ($340,000.00); **Property "F"** for the sum of ONE HUNDRED FORTY EIGHT THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($148,750.00); **Property "G"** for the sum of ONE HUNDRED FORTY EIGHT THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($148,750.00); **Property "H"** for the sum of ONE HUNDRED FORTY EIGHT THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($148,750.00); **Property "I"** for the sum of ONE HUNDRED FORTY EIGHT THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($148,750.00) and **Property "J"** for the sum of ONE HUNDRED FORTY EIGHT THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($148,750.00), Deed Number Twenty Five (25) executed in San Juan, Puerto Rico, July fifteen (15), two thousand sixteen (2016), before Notary Public Adriana Teresa Capacete, recorded for each farm as described below:----
---Property A: Recorded at volume Karibe, property number eighteen thousand eight hundred six (18806) of Cabo Rojo and entry number ninth (9).----------
---Property B: Recorded at volume Karibe, property number eighteen thousand seven hundred sixty two (18762) of Cabo Rojo and entry number twelfth (12).----------
---Property C: Recorded at volume Karibe, property number eighteen thousand six hundred ninety four (18694) of Cabo Rojo and entry number eleventh (11).----------
---Property D: Recorded at volume Karibe, property number eighteen thousand six hundred ninety six (18696) of Cabo Rojo and entry number eleventh (11).----------

---Property E: Recorded at volume Karibe, property number eighteen thousand seven hundred seventy nine (18779) of Cabo Rojo and entry number twelfth (12).----------
---Property F: Recorded at volume Karibe, property number eighteen thousand seven hundred seven (18707) of Cabo Rojo and entry number eleventh (11).----------
---Property G: Recorded at volume Karibe, property number eighteen thousand seven hundred eight (18708) of Cabo Rojo and entry number eleventh (11).----------
---Property H: Recorded at volume Karibe, property number eighteen thousand seven hundred nine (18709) of Cabo Rojo and entry number eleventh (11).----------
---Property I: Recorded at volume Karibe, property number eighteen thousand seven hundred ten (18710) of Cabo Rojo and entry number eleventh (11).----------
---Property J: Recorded at volume Karibe, property number eighteen thousand eight hundred thirteen (18813) of Cabo Rojo and entry number eleventh (11).----------

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---Properties letters **"K" to "N"** recorder to favor of PUERTO RICO FARM CREDIT, ACA who acquired the title by Judicial Sale, **Property "K",** for the sum of THREE HUNDRED THOUSAND DOLLARS ($300,000.00); **Property "L",** for the sum of THREE HUNDRED THOUSAND DOLLARS ($300,000.00); **Property "M",** for the sum of ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000.00) and **Property "N",** for the sum of THREE HUNDRED THOUSAND DOLLARS ($300,000.00); Deed Number Fifteen (15) executed in San Juan, Puerto Rico, December Three (3), two thousand twelve (2012), before Notary Public Laura M. Santana Mieres, recorded for each farm as described below:----------
---Property K: Recorded at page one (1) volume one thousand thirty one (1031) of Cabo Rojo, property number eighteen thousand seven hundred fifteen (18715) and entry tenth (10).---
---Property L: Recorded at page two (2) volume one thousand thirty one (1031) of Cabo Rojo, property number eighteen thousand seven hundred sixteen (18716) and entry tenth (10).--
---Property M: Recorded at page seventy eight (78) volume eight hundred sixty four (864) of Cabo Rojo, property number eighteen thousand seven hundred twenty one (18721) and entry tenth (10).----------
---Property N: Recorded at page three (3) volume one thousand thirty one (1031) of Cabo Rojo, property number eighteen thousand seven hundred nineteen (18719) and entry tenth (10).----------

---Properties letters **"O" to "S"** recorder to favor of PUERTO RICO FARM CREDIT, ACA who acquired the title by Judicial Sale, **Property "O",** for the sum of ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000.00); **Property "P",** for the sum of ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000.00); **Property "Q",** for the sum of ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000.00); **Property "R",** for the sum of ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000.00) and **Property "S",** for the sum of ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000.00); Deed Number One Hundred Forty Seven (147) executed in San Juan, Puerto Rico, November Twenty One (21), two thousand eighteen (2018), before Notary Public Ian Marini Biaggi, submitted to entry two thousand eighteen dash one one nine eight six nine dash SG zero one (2018-119869-SG01), pending registration.---
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---**TERCERO:** La antedicha **propiedad "A"** afecta a:----------

---POR SU PROCEDENCIA:----------

---LIBRE DE CARGAS----------

---POR SI:----------

---CONDICIONES RESTRICTIVAS, según consta de la Escritura Número Setenta y Tres (#73), otorgada en Mayagüez, Puerto Rico, el veintiséis (26) de febrero de mil novecientos noventa (1990), ante el notario Roberto M. García Rullán, e inscrita al margen del folio ochenta y cinco (85) del tomo quinientos diez (510) de Cabo Rojo, finca número dieciocho mil ochocientos seis (18806).----------

---TODAS LAS DEMAS **PROPIEDADES "B" a la "S"**:----------

---POR SU PROCEDENCIA Y POR SI:----------

---LIBRE DE CARGAS Y GRAVAMENES----------

---**THIRD:** The aforementioned real **property "A"** is:----------

---SERVITUDES----------

---FREE OF LIENS AND OBLIGATIONS----------

---BY ITSELF:----------

---RESTRICTIVE CONDITIONS, Deed Number Seventy-Three (#73), granted in Mayagüez, Puerto Rico, on February twenty-six (26), nineteen hundred and ninety (1990), before Notary Public Roberto M. García Rullán, and registered on the margin of folio eighty-five (85) of volume five hundred and ten (510) of Cabo Rojo, property number eighteen thousand eight hundred and six (18806).----------

---AL OTHER REAL **PROPERTIES "B" until "S"**:----------

---Servitudes and by itself:----------

---FREE OF OTHER LIENS AND OBLIGATIONS----------

---**CUARTO:** Los comparecientes de la primera y segunda parte tienen convenida la compraventa de las propiedades descritas en el párrafo **PRIMERO** de este instrumento, las cuales efectúan bajo las siguientes:----------

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----**FOURTH:** The herein appearing parties have agreed to the sale of the properties described in paragraph **FIRST** of this deed, which they carry out under the following:----------

---

----------**CLAUSULAS Y CONDICIONES**----------

----------TERMS AND CONDITIONS----------

---**UNA: LA VENDEDORA** por la presente **VENDE, CEDE Y TRASPASA** a los **COMPRADORES,** quienes **COMPRAN, RECIBEN, ADQUIEREN Y ACEPTAN** las propiedades descritas en el párrafo **PRIMERO** de este instrumento con todos sus usos, derechos y servidumbres, y anexos por el convenido, alzado y ajustado precio de CINCO MILLONES SETECIENTOS CINCUENTA MIL DOLARES ($5,750,000.00), de los cuales se le establece un valor de:----------

---Finca letra A: QUINIENTOS MIL DOLARES ($500,000.00).---

---Finca letra B: DOSCIENTOS CINCUENTA MIL DOLARES

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($250,000.00).----------
---Finca letra C: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra D: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra E: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra F: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra G: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra H: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra I: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra J: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra K: QUINIENTOS MIL DOLARES ($500,000.00).---
---Finca letra L: QUINIENTOS MIL DOLARES ($500,000.00).---
---Finca letra M: QUINIENTOS MIL DOLARES ($500,000.00).---
---Finca letra N: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra O: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra P: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra Q: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra R: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra S: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------

---LA **VENDEDORA** manifiesta que recibir en este acto la dicha cantidad de CINCO MILLONES SETECIENTOS CINCUENTA MIL DOLARES ($5,750,000.00), por lo cual el VENDEDOR otorga LA PARTE COMPRADORA la más formal y eficaz carta de pago.----------

---**LOS COMPRADORES** serán responsable de los gastos de sellos y comprobantes de la copia certificada, honorarios y gastos de abogado y notario y la comisión del corredor.----------
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----ONE: THE SELLER hereby SELLS, CONVEYS AND TRANSFERS to THE BUYERS, who **PURCHASE, RECEIVE, ACQUIRE AND ACCEPT** the properties described in the **FIRST** paragraph of this deed with all its uses, rights and easements and attachments, at the agreed price of **FIVE MILLONS SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($5,750,000.00)** of which is established a value of:----------
---Property A: FIVE HUNDRED THOUSAND DOLLARS ($500,000.00).----------
---Property B: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property C: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property D: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property E: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property F: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property G: TWO HUNDRED FIFTY THOUSANSD DOLLARS

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($250,000.00).----------
---Property H: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property I: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property J: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property K: FIVE HUNDRED THOUSAND DOLLARS ($500,000.00).----------
---Property L: FIVE HUNDRED THOUSAND DOLLARS ($500,000.00).----------
---Property M: FIVE HUNDRED THOUSAND DOLLARS ($500,000.00).----------
---Property N: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property O: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property P: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property Q: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property R: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property S: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------

---**THE SELLER** hereby states that it received in this act the amount of **FIVE MILLONS SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($5,750,000.00)** for which SELLER acknowledges the full payment of the Purchase Price.----------

---**THE BUYERS** will be responsible for the costs of stamps and vouchers for the certified copy, fees and expenses of lawyer and notary and the commission of the realtor.----------
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---**DOS**: Manifiesta **LA PARTE COMPRADORA** que a instancias de **LA VENDEDORA** han examinado e inspeccionado cuidadosamente los inmuebles objeto de esta compraventa; que conocen el estado de las mismas y que compran y aceptan los inmuebles como están ["as are"], y que, por lo tanto, no tiene obligación **LA VENDEDORA** de realizar reparaciones o mejora alguna a la misma como condición para la compraventa.---------

---**LA PARTE COMPRADORA** entiende y reconoce que **LA VENDEDORA** ha adquirido las Propiedades, directa o indirectamente, por medio de ejecución de hipoteca, dación en pago, cesión de derechos o transacciones similares, por lo cual nunca ha ocupado las Propiedades, por lo que no tiene conocimiento directo sobre la condición pasada y/o presente de la misma. **LA PARTE COMPRADORA** acuerda que esta compra se realiza sin recurso y en el estado y condición actual ("AS ARE WHERE ARE"), con todos sus defectos, sean ocultos o aparentes, y con todas las faltas o vicios en las Propiedades, sean conocidos o desconocidos, existentes al presente o que puedan surgir en adelante. **LA VENDEDORA** y sus agentes no hacen representación alguna ni garantizan de forma alguna, expresa o implícitamente, en forma oral o escrita, con respecto a las Propiedades incluyendo sin limitaciones respecto: (a) el valor, naturaleza, calidad o condiciones de las Propiedades, incluyendo sin limitaciones, el agua, terreno y geología; (b) el ingreso a ser derivado de las Propiedades; (c) la conveniencia de las Propiedades para cualesquiera y todos los propósitos, actividades y usos que **LA PARTE COMPRADORA** pueda dar a

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las Propiedades; (d) el cumplimiento de las Propiedades o de su operación con cualquiera leyes, reglas, ordenanzas o regulaciones de cualquier autoridad o cuerpo gubernamental aplicable; (e) la habitabilidad, mercadeabilidad, la comerciabilidad, lo beneficioso o la aptitud para un propósito particular de la Propiedad; (f) la manera o la calidad de la construcción o de los materiales, si los hubiere, incorporados en la Propiedad; (g) la manera, calidad, estado de la reparación o carencia de la reparación de las Propiedades; (h) la existencia de alguna vista desde las Propiedades o la posibilidad de que cualquier vista existente no será obstruida en el futuro; (i) cualquier otro asunto relacionado con respecto a las Propiedades; (j) la integridad estructural de cualquiera mejoras en las Propiedades; (k) la conformidad de las mejoras a cualquier plano o especificaciones para las Propiedades que pueda proporcionarse **LA VENDEDORA**, (l) la conformidad de lo construido en las Propiedades con los requisitos aplicables con la zonificación de las Propiedades o al código de construcción requerido; (m) la existencia de inestabilidad en el suelo, más allá de reparaciones del suelo, susceptibilidad a los derrumbamientos, desahogo de "under-shoring", desahogo del drenaje, o cualquier otra materia que afecta o puede afectar la estabilidad o la integridad de la tierra o cualesquiera edificios o las mejoras situadas sobre eso; o (n) si las Propiedades están situadas en un llano especial de la zona o de peligro de inundación, o en presencia de "wetlands" o de "shoreland". **LA PARTE COMPRADORA** reconoce que las Propiedades pueden no estar de acuerdo con la zonificación aplicable, el edificio, la salud u otra ley o códigos, y ni **LA VENDEDORA** ni cualquier persona particular que actúa como representante o agente de **LA VENDEDORA** ha ocupado las Propiedades y que las Propiedades pueden no estar en condiciones habitables. En adición, **LA PARTE COMPRADORA** reconoce y conviene sin la limitación de clase alguna que **LA VENDEDORA** no ha hecho ni hará, así como niega específicamente cualquier representación con respecto a conformidad de las Propiedades con la ley federal "Americans with Disabilities Act" o con cualquier protección del medio ambiente, contaminación o leyes de utilización del suelo, reglas, regulaciones, órdenes o requisito, según lo definido por las leyes y regulaciones estatales y federales, incluyendo y sin limitarse a regulaciones de la agencia de protección del medio ambiente o la disposición o la existencia, en las Propiedades, de cualquier sustancia peligrosa, según lo definido por la ley conocida como "Comprehensive Environmental Response Compensation and Liability Act of 1980", según enmendada, y demás regulaciones relacionadas. **LA PARTE COMPRADORA** manifiesta y asegura haber inspeccionado las Propiedades por sí o por conducto de sus agentes y representantes encontrándola a su entera satisfacción y que suscribe la presente Escritura con pleno conocimiento de las condiciones en que ésta se encuentra ("as are, where are"). En vista de todo lo anterior, **LA PARTE COMPRADORA** reconoce y acepta que **LA VENDEDORA** no le ofrece ninguna garantía por vicios y/o defectos ocultos y renuncia a cualquier acción o reclamación contra de **LA VENDEDORA** por cualquier estado en que se encuentren las Propiedades objeto de esta Escritura y expresamente releva a **LA VENDEDORA** de cualquier responsabilidad que ésta pudiera tener en las Propiedades objeto de esta Escritura.-------

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---**TWO**: The **BUYER** acknowledges that, upon request of the Seller, they carefully inspected the property subject of this transaction; that they know the physical state of the properties

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and that they buy and accept it ["as are"], therefore, the Seller does not have any obligation of making any improvements as a condition for this transaction. **The Purchaser** understands and acknowledges that **the Seller** has acquired the Properties, directly or indirectly, through foreclosure, payment in kind, assignment of rights or similar transactions, because of which the Seller has never occupied the Properties, and it has no direct knowledge about the past and/or present condition of the same. The Purchaser agrees that this purchase is made without recourse and in the current state and condition of the Properties ("AS ARE, WHERE ARE"), with all its defects, whether hidden or apparent, and with all faults or defects on the Properties, whether known or unknown, existing at present or that may hereafter arise. The Seller and its agents make no representations or warranties of any kind, expressed or implied, oral or written, with respect to the Properties including without limitation: (a) the value, nature, quality or condition of the Properties, including without limitation, water, soil and geology, (b) income to be derived from the Properties, (c) the suitability of the Properties for any and all purposes, activities and uses which the Purchaser may give the Properties, (d) compliance of the Properties or its operation with any laws, rules, ordinances or regulations of any governmental authority or body, (e) the habitability, merchantability, marketability, profitability or suitability of the Properties for a particular purpose; (f) the manner or quality of construction or materials, if any, built on the Properties, (g) the manner, quality, state of repair or lack of repair of the Properties, (h) existence of a view from the Properties or the possibility that any existing view will not be obstructed in the future, (i) any other issue regarding the Properties, (j) the structural integrity of any improvements on the Properties, (k) the conformity of the improvements to any plan or specification for the Properties that may be provided to the Seller, (l) the conformity of the buildings on the Properties with the zoning requirements applicable to the Properties or the building code required, (m) the existence of soil instability, past soil repairs, susceptibility to landslides, sufficiency of under-shoring sufficiency of drainage, or any other matter that affects the stability or integrity of any land or buildings or improvements located thereon, or (n) if the Properties is situated on a plain area or special flood hazard, or in the presence of wetlands or shoreland. The Purchaser acknowledges that the Properties may not be in accordance with the applicable zoning, building, health or other laws or regulations, and neither the Seller nor any private person acting as a representative or agent of the Seller has occupied the Properties and that the Properties may not be in habitable conditions. In addition, the Purchaser acknowledges and agrees without limitation of any kind that the Seller has not made nor will make, and specifically denies any representation regarding the Properties in accordance with federal law, Americans with Disabilities Act, or any environmental protection, pollution or land use laws, rules, regulations, orders or requirements, as defined by law and state and federal regulations, including but not limited to agency regulations to protect the environment or the provision or the existence, on the Properties, of any hazardous substance as defined by the law known as the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and other related regulations. The Purchaser represents and claims to have inspected the Properties itself or through its agents and representatives finding it to the Purchaser's satisfaction, and that it signs this Deed with full knowledge of the conditions

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under which the Properties is found (as is, where is). In view of the foregoing, the Purchaser acknowledges and agrees that the Seller does not extend any warranty for vices and/or hidden defects and waives any action or claim against the Seller for the condition of the Properties and expressly relieves the Seller from any liability it may have regarding the Properties.----------

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---**TRES:** La compraventa objeto de esta escritura se realiza por un precio alzado y no a razón de un tanto por unidad o número. Consecuentemente, ninguna de las partes tendrá derecho u obligación alguna en caso de aumento o disminución de cabida en las propiedades. "**LOS COMPRADORES**" asumen exclusivamente la responsabilidad y los costos envueltos de cualquier gestión que resulte necesaria para corregir la cabida de las propiedades en caso de que una mensura de la misma refleje cualquier disminución o aumento en la cabida que se señala en la descripción que de la propiedad se hace en la presente Escritura.----------

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---**THREE**: The purchase and sale object of this deed is carried out for a lump sum price and not at the rate of a percentage per unit or number. Consequently, neither party will have any right or obligation in the event of an increase or decrease in the capacity of the properties. "**THE BUYERS**" assume exclusively the responsibility and the costs involved in any management that is necessary to correct the capacity of the property in the event that a measurement of the same reflects any decrease or increase in the capacity that is indicated in the description that the property is made in this Deed.----------

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---**CUATRO**: "**LOS COMPRADORES**" afirman en este acto, que no son empleados o directores de Puerto Rico Farm Credit, ACA, ni están relacionados de forma alguna con ningún empleado o director.----------

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---**FOUR**: "**THE BUYERS**" hereby affirm that they are not an employee or director of Puerto Rico Farm Credit, ACA, nor are they related in any way to any employee or director.----------

---

---**CINCO**: Como parte de los acuerdos entre las PARTES, los otorgantes convienen que la VENDEDORA pagará las contribuciones sobre las propiedades tasadas que se adeuden hasta el día de hoy, si alguna. De hoy en adelante las contribuciones sobre las propiedades, incluyendo aquellas tasadas con posterioridad a este acto y que correspondan a periodos anteriores al mismo, serán satisfechas por y/o pagadas por la PARTE COMPRADORA y serán responsabilidad absoluta de la PARTE COMPRADORA. LA PARTE COMPRADORA renuncia a cualquier reclamación contra la VENDEDORA por tal concepto. LA VENDEDORA no será responsable de ninguna cantidad adeudada, pagada o pagadera luego de la fecha de esta escritura, incluyendo pero sin limitarse a contribuciones sobre la propiedad, penalidades y/o intereses adeudados, puestos al cobro o tasados como resultado de contribuciones retroactivas, pospuestas y/o adicionales resultado de cualquier ajuste en el valor de tasación de la propiedad para fines contributivos, cualquier cambio de exoneración contributiva y/o cualquier cambio en el uso, construcción y/o mejoras a las propiedades.----------

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---**FIVE**: As part of the agreements between the BUYER and the SELLER, the parties agree that SELLER is responsible for the property taxes assessed and due as of today, if any. Henceforth,

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the property taxes, including those assessed after the execution of this deed and that correspond to periods prior to the date of this deed with be borne and paid by the BUYER and they will be the BUYER's sole responsibility. The BUYER waives the right to file a claim against the SELLER for such concept. The SELLER shall not be responsible for any amount due, paid and/or to be paid after the day of this deed, including but not limited to any taxes, penalties and/or interest assessed and/or due as a result of retroactive, postponed or additional properties taxes resulting from any adjustment in the appraised value of the Properties, any change in the properties tax exemption and/or any change in the use of, construction on, and/or improvement to the Properties.----------

---

---**SEIS:** Los comparecientes reconocen haber examinado copia de una certificación expedida por el Centro de Recaudación de Ingresos Municipales (CRIM) sobre contribuciones territoriales correspondientes a las Propiedades, de la que se desprende el estado contributivo de las propiedades y sus deudas de contribuciones sobre las propiedades, si alguna. El contenido, alcance y limitaciones de dicha certificación y los riesgos de que se expidan recibos de cobro adicionales con posterioridad a la emisión de la certificación, han sido explicados detalladamente a las partes.----------

---

---**SIX:** The appearing parties acknowledge having examined a copy of a certification issued by Municipal Revenue Collection Center ("Centro de Recaudación de Ingresos Municipales") (CRIM) as to properties taxes corresponding to the Properties which certification shows the current tax status of the Properties and its debts for properties taxes, if any. The content, extent and limitations of said certification and the risks of new assessments being notified after the issuance of the certification, have been explained in detail to the appearing parties.----------

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---**SIETE:** El Notario ha advertido a los comparecientes sobre la responsabilidad e importancia de la radicación electrónica de la Planilla Informativa sobre Segregación, Agrupación o Traslado de Bienes Inmuebles al Departamento de Hacienda a tenor con la enmienda al Artículo Once (11) de la Ley Notarial de Puerto Rico, según dispone la Ley Número Ciento Cuarenta (140) del trece (13) de julio de dos mil once (2011). Además, se les ha advertido a los comparecientes su responsabilidad de proveerle al Notario la información necesaria para la radicación de la referida Planilla Informativa. Los comparecientes aseguran que la información provista al Notario en esta transacción es correcta para la radicación de la referida Planilla Informativa.---

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---**SEVEN:** The Notary has warned the appearing parties of the responsibility and importance filing the electronic Informative Return on Segregation, Grouping or Transfer of Real Estate to the Treasury Department pursuant to the amendment to Section Eleven (11) of the Notarial Law of Puerto Rico, as provided by Act Number One Hundred Forty (140) of July thirteen (13) two thousand and eleven (2011). The Notary has warned the appearing parties of their responsibility to provide the necessary information to the notary for the filing of that Informative Return. The appearing parties ensure that the information provided to the notary in this transaction is correct for the filing of that Informative Return. ----------

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---**OCHO:** Los comparecientes, sus sucesores, causahabientes

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por cualquier título, vienen obligados a otorgar y suscribir toda clase de documentos públicos y/o privados que sean necesarios y requeridos para suplir cualquier omisión o detalle que deba aclararse, corregirse, enmendarse o adicionarse para que los actos que comprenden este instrumento público sean inscritos correctamente en el Registro de la Propiedad, incluyendo cualquier Acta Aclaratoria.----------

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---**EIGHT:** The appearing parties, their successors, inheritors by any title, are obligated to execute and sign all kinds of public and/or private documents that are necessary and required to supply any omission or detail that need to be clarified, corrected, amended or added so that the acts that comprehend this public instrument can be inscribed correctly at the Registry of Property, including any Aclaratory Deed.----------

---

---**NUEVE: LOS COMPRADORES**, sin más requisito que el presente otorgamiento, advienen en la inmediata posesión real y pacífica del inmueble que mediante este acto adquieren a título de dueño. Los compradores declaran y aseguran que han sido asesorados en todos los trámites y negociaciones de este contrato de compraventa.----------

---

---**NINE: THE BUYERS**, without further requirements than the present deed obtains the immediate possession, real and pacific of the property that they acquire in this act as owner in fee simple. The buyers declare and assure that they have been advised in all the procedures and negotiations of this contract of sale.----------

---

----------**ACEPTACIÓN Y ADVERTENCIAS LEGALES**----------

----------**ACCEPTANCE AND LEGAL WARNINGS**----------

---Las partes aceptan esta escritura en todas sus partes por encontrarla la misma redactada de acuerdo con sus instrucciones. ----------

---

---The parties accept this deed in all its parts stating they find the same drafted in accordance with their instructions. ----------

---

---Yo, el Notario, DOY FE de haber hecho a los comparecientes las advertencias legales necesarias y pertinentes a este acto, en particular hago constar que hice las siguientes:----------

---

---I, the Notary, GIVE FAITH of having given the appearing parties all necessary and pertinent legal warnings relating to this act, specially I gave them the following: ----------

---

---[A] He advertido a los comparecientes, sobre todo a LA PARTE COMPRADORA, de su derecho a examinar el Registro de la Propiedad, y el de obtener un estudio de título con relación a las cargas y gravámenes u otros derechos inmobiliarios sobre las propiedades objeto de esta compraventa; que en este caso ni el Notario autorizante ni los comparecientes han examinado personalmente el Registro, que no obstante, se obtuvo un estudio de título, preparado por un investigador de títulos y que el hecho de haber obtenido dicho estudio no constituye garantía de inexistencia de gravámenes, ya que éstos podrían haberse constituido con posterioridad al examen registral o a la fecha en que se hubiera realizado este estudio de título.----------

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---[A] I advised the appearing parties, especially the BUYER, of

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their right to examine the Registry of Property, and of the importance of obtaining a title study in relation to any liens, encumbrances of other real property rights affecting the Property object of this sale; that in this particular case, the Authorizing Notary, nor the appearing parties have personally examined the Registry of Property; that notwithstanding that, a title search report was prepared by a title investigator and that the fact that said study was obtained does not constitute guaranty of the lack of existence of liens or encumbrances, since these may have constituted after the Registry examination or the date of this title study was performed.----------

---El referido estudio de título fue utilizado para preparar esta escritura, y el Notario suscribiente no asume responsabilidad por la corrección, exactitud y o integridad de dicho estudio.-----

---Said title search report was used to prepare this deed, and this Notary, assume no responsibility as to the accuracy, correctness and or completeness of said title search report.------

---Las partes aceptan el estudio de título preparado para esta transacción.----------

---The appearing parties accept the title search report prepared for this transaction.----------

---Los comparecientes relevan al Notario suscribiente de toda responsabilidad por errores y/o omisiones en los referidos estudios de título; y / o por cambios en las propiedades o sus cargas o gravámenes que puedan ocurrir entre la fecha del estudio de título y la fecha en que esta escritura sea presentada al Registro para inscripción.----------

---The appearing parties relieve the Notary executing this Deed from any responsibility due to errors and or omissions in said titles search reports and or any changes in the title of the properties or in its liens and encumbrances that might occur between the date of the title search report and the date this deed is presented in the Registry for inscription. ----------

--- [B] Les he advertido lo siguiente: ----------

--- [B] I have advised them about the following: ----------

---La importancia de presentar esta escritura pública en el Registro de la Propiedad, haciendo constar, además el costo de la inscripción, así como el deber de tramitar el correspondiente traspaso ante el Departamento de Hacienda y el Centro de Recaudación de Ingresos Municipales [CRIM]. ----------

---The importance of recording this public deed at the Registry of Property, having indicated to them of the cost of such recording, as well as the duty of procure the correspondent transfers before the Department of the Treasury and el "Centro de Recaudación de Ingresos Municipales [CRIM]".----------

---Las responsabilidades y consecuencias que podrían resultar de no presentar esta escritura pública. ----------

---The responsibilities and consequences that could result of not recording this public deed. ----------

---Los deberes y consecuencias fiscales de este acto. ----------

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---The fiscal duties and consequences of this act. ----------

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---Del derecho que tienen los comparecientes a requerir la presencia de testigos.----------

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---Of the right of the appearing parties have of requiring the presence of witnesses.----------

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---De encontrarse estas propiedades en una zona inundable, LA PARTE COMPRADORA queda obligada a cumplir con los requerimientos y disposiciones del Reglamento sobre Zonas Susceptibles de Inundación para cualquier construcción, uso o desarrollo. ----------

---

---If the real properties is within a floodable zone, the BUYER will have to comply with the requirements and dispositions of the Regulation on Floodable zones for any construction, use or development----------

---

---Del derecho a leer la presente escritura por sí mismos, lo que hicieron.----------

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---To their right to read the Deed by themselves, which they did.

---Las partes declaran haber entendido todas las advertencias legales y sus posibles consecuencias legales de todo lo explicado a ellos. ----------

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---The parties represent that they have understood all legal warnings and the possible legal consequences of everything explained to them. ----------

---

---Las partes acuerdan que si cualquier cláusula o disposición de esta escritura hecha en el idioma inglés contradijera su contraparte en el idioma español, prevalecerá la interpretación en español. ----------

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---The parties also have agreed that if any clause or disposition in this deed described in the English language contradicts its counterpart in the Spanish language, the Spanish interpretation will prevail. ----------

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---Las partes, luego de haber leído el contenido de esta escritura, se ratifican en ella y confirman las expresiones contenidas aquí, y en consecuencia, cada uno de los comparecientes colocan sus iniciales todos y cada uno de los folios y firman el original al final de esta escritura, ante mí, el Notario. De todo lo cual, bajo mi firma, sello, signo y rúbrica, y conforme a Derecho, yo, el Notario, **DOY FE**. ---------- -

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---After having read the contents of this Deed, the appearing parties fully ratified and confirmed the statements contained herein, and thereupon each of the appearing parties affixes his initials on each and every page and signs the original at the end of this deed, before me, the Notary. To all of which, under my signature, seal, mark and flourish and according to law, I, the undersigned Notary, **GIVE FAITH.**----------

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CERTIFICATE OF RESOLUTION
OF
CABO ROJO LAND ACQUISITION LLC

The undersigned, as Manager of **CABO ROJO LAND ACQUISITION LLC**, a limited liability company organized under the laws of Puerto Rico (the "Company"), CERTIFIES that the following resolutions have been duly adopted by the Company and remain in full force and effect:

"**WHEREAS**, the Company wishes to acquire various parcels of land identified in the Registry of Property of Puerto Rico as follows (collectively, the "Properties"):

1. Property recorded at page 96 of volume 805 of Cabo Rojo, property number 18,806, Registry of the Property of San Germán.

2. Property recorded at page 142 of volume 864 of Cabo Rojo, property number 18,762, Registry of the Property of Cabo Rojo.

3. Property recorded at page 13 of volume 508 of Cabo Rojo, property number18,694, Registry of the Property of San Germán.

4. Property recorded at page 25 of volume 508 of Cabo Rojo, property number 18,696, Registry of the Property of San Germán.

5. Property recorded at page 148 of volume 864 of Cabo Rojo, property number 18,779, Registry of the Property of San Germán.

6. Property recorded at page 34 of volume 864 of Cabo Rojo, property number 18,707, Registry of the Property of San Germán.

7. Property recorded at page 37 of volume 864 of Cabo Rojo, property number18,708, Registry of the Property of San Germán.

8. Property recorded at page 41 of volume 864 of Cabo Rojo, property number18,709, Registry of the Property of San Germán.

9. Property recorded at page 44 of volume 864 of Cabo Rojo, property number 18,710, Registry of the Property of San Germán.

10. Property recorded at page 187 of volume 864 of Cabo Rojo, property number 18,813, Registry of the Property of San Germán.

11. Property recorded at page 139 of volume 508 of Cabo Rojo, property number 18,715, Registry of the Property of San Germán.

12. Property recorded at page 62 of volume 864 of Cabo Rojo, property number 18,716, Registry of the Property of San Germán.
13. Property recorded at page 175 of volume 508 of Cabo Rojo, property number18,721, Registry of the Property of San Germán.

14. Property recorded at page163 of volume 508 of Cabo Rojo, property number18,719, Registry of the Property of San Germán.

15. Property recorded at page 115 of volume 508 of Cabo Rojo, property number 18,711, Registry of the Property of San Germán.

16. Property recorded at page 247 of volume 509 of Cabo Rojo, property number 18,783, Registry of the Property of San Germán.

17. Property recorded at page 289 of volume 509 of Cabo Rojo, property number 18,790, Registry of the Property of San Germán.

18. Property recorded at page 127 of volume 508 of Cabo Rojo, property number 18,713, Registry of the Property of San Germán.

19. Property recorded at page 229 of volume 509 of Cabo Rojo, property number 18,780, Registry of the Property of San Germán.

NOW THEREFORE, BE IT RESOLVED, that the Company is hereby authorized to acquire the Properties; and

FURTHER RESOLVED, that in consideration of the foregoing, the Company be empowered and authorized, as it is hereby empowered and authorized, to execute option agreements, deeds of purchase options, deeds of purchase and sale and all other documents as may be required, notarial or otherwise, to achieve the purposes of the above Resolutions in such form and with such changes as the officer executing them may approve, such approval to be conclusively evidenced by its execution and delivery thereof, and any and all other documents, agreements, certificates, or instruments, notarial or otherwise, that may be necessary or required to take any and all other actions relating to or in connection thereto as may be necessary to effectuate the purposes of these Resolutions; and

FURTHER RESOLVED, that Ms. Gladys Omayra Fontanez Reyes, of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, in her capacity as authorized representative of the Company, is hereby authorized to execute and deliver the above mentioned documents, including, but not limited to, option agreements, deeds of option, deeds of purchase and sale, and any and all other documents that may be required or necessary to achieve the purposes of the above Resolutions in such form and with such changes as the officer executing them may approve, such approval to be conclusively evidenced by her execution and delivery thereof, and any and all other documents, agreements, certificates, or instruments, notarial or otherwise, that may be necessary or required to take any and all other actions relating to or in connection thereto as may be necessary to effectuate the purposes of these Resolutions."

IN WITNESS WHEREOF, I hereby sign this certificate of resolution of the Company in New York, New York, this 26th day of October, 2022.

CABO ROJO LAND ACQUISITION LLC

By: _____
Name: Eileen Sawyer
Title: Manager

STATE OF New York,
COUNTY OF New York,

The foregoing instrument was acknowledged before me this 26th day of October, 2022 by Eileen Sawyer, who is personally known to me.

_____
Signature of person taking acknowledgment

Eric Orenstein
Name typed, printed, or stamped

Notary Public, State of New York
No. 02OR6141733
Qualified in Nassau County
Commission Expires February 27, 2025

_____
Title or rank

_____
Serial number (if applicable)

My commission Expires: _____

---I HEREBY CERTIFY, that the first certified copy of the present deed was issued in favor of Buyer, at the same date and place of the execution thereof. I ATTEST. ----------

NOTARY

----------**DEED NUMBER FORTY-FOUR (44)** ----------

----------**PURCHASE AND SALE** ----------

---In San Juan, Puerto Rico, on December twenty-nine (29), two thousand twenty-three (2023). ----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with residence and offices in San Juan, Puerto Rico.----------

----------**APPEAR**----------

---AS THE PARTY OF THE FIRST PART: **RAFAEL BENET MELÉNDEZ**, of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico (hereinafter, "Benet" or "Seller") ----------

---AS THE PARTY OF THE SECOND PART: **CECILIA OROZCO DUQUE** (hereinafter, "Orozco"), of legal age, single, property owner and resident of Carolina, Puerto Rico.----------

---Benet and Orozco have informed Buyer that Orozco has a partial interest in the proceeds of the sale of the Property (as described and defined below). Orozco appears herein to evidence her consent to the sale of the Property by Benet pursuant to this instrument, and to acknowledge receipt of her agreed portion of the sale proceeds.----------

---AS THE PARTY OF THE THIRD PART: **CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "Buyer"), a limited liability company organized, existing and in good standing under the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, GLADYS OMAYRA FONTÁNEZ REYES, who is of legal age, single, attorney at law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this Deed arises from a Certificate of Resolution of Buyer signed by Eileen Sawyer, as Manager of Buyer, on December fifteen (15), two thousand twenty-three (2023), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and

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validity of the commission of notary public Eric Orenstein through the search engines of the Department of State and the Office of Information Technology Services of the State of New York. I further certify that I have examined the aforesaid Certificate of Resolution of Buyer and that it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law, to authorize Ms. Fontánez Reyes to appear herein on behalf of Buyer. ----------

---I hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective age, civil status, occupation and residence. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily,----------

----------**STATE AND AGREE**----------

---**FIRST:** Seller is the sole owner in fee simple title ("*pleno dominio*") and has the possession of the parcel of land described in the Spanish language as follows (hereinafter, the "Property"):----------

---"**RÚSTICA**: Porción de terreno radicado en el Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, de una cabida de cuatro mil cuatrocientos cuarenta punto dos mil doscientos treinta y un (4,440.2231) metros cuadrados, equivalentes a uno punto mil doscientos noventa y siete (1.1297) cuerdas. En linderos: **NORTE**, con Harding Hulser Thayer; **SUR**, con solar número tres (3) y franja de uso público; **ESTE**, con Vanessa Sánchez Carlo; y **OESTE**, con Harding Hulse Thayer." ----------

---The Property is identified at the San Germán Section of the Registry of Property of Puerto Rico (the "Registry") as property number 37,189. It was segregated from property number 7,351 (the "Master Property"), recorded at Page 28 of Volume 246 of Cabo Rojo, pursuant to Deed Number Two (2), of Segregation, Distribution and Adjudication, executed on January Twenty-Six (26), Two Thousand Nineteen (2019) (hereinafter, the "Deed of Segregation"). The Deed of Segregation is filed and pending recordation at *Karibe* entry 2019-096958-SG01. -------

---The tax identification number ("*número de catastro*") assigned to the Master Property by the Municipal Revenues Collection Center ("CRIM") is 403-000-002-50-000.----------

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---The Property was adjudicated and assigned to Seller pursuant to the Deed of Segregation. ----------

----------**LIENS AND ENCUMBRANCES** ----------

---By its origin, the Property is free of liens and encumbrances. ----------

---By itself, the Property is subject to:----------

----(A) Perpetual Easement for the benefit of the Puerto Rico Electric Power Authority over a piece of land within the Master Property, with a surface area of three hundred point three thousand six hundred seven (380.3607) square meters, arising from eminent domain proceedings, pursuant to a Resolution issued by the Puerto Rico Court of First Instance, San Juan Part, in Civil Case Number KEF2006-722 (1002), recorded at the overleaf of page 76 of volume 945 of Cabo Rojo, Property Number 7,351, seventh (7th) inscription (hereinafter, the "Permitted Encumbrance"). ----------

---**SECOND:** On October nineteen (19), two thousand twenty-three (2023), Seller granted to Buyer an option to purchase the Property, pursuant to an *Option to Purchase Letter* (hereinafter, the "Purchase Agreement") executed on such date. ----------

----------**PURCHASE AND SALE**----------

---**THIRD:** In accordance with the Purchase Agreement, Seller hereby sells, conveys and transfers fee simple title ("*pleno dominio*") to the Property and the possession thereof to Buyer, and Buyer hereby purchases from Seller fee simple title ("*pleno dominio*") to the Property and the possession thereof, in accordance with the following ----------

----------**TERMS AND CONDITIONS**----------

-----One: The purchase price of the Property is the lump sum of **TWO HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($275,000)** (hereinafter the "Purchase Price"), which amount has been paid by Buyer to Seller concurrently with the execution hereof, and Seller hereby acknowledges receipt thereof. ----------

-----Two: Buyer shall be entitled to the immediate constructive

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possession of the Property, without any additional formality, document or request. The physical possession of the Property shall be delivered by Seller to Buyer within thirty (30) days from the date of execution hereof; that is, no later than January twenty-eight (28), two thousand twenty-four (2024). ----------

-----Three: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of Seller and, thereafter, for the account of Buyer.----------

-----Four: Seller hereby delivers to Buyer fee simple title to the Property, vacant, and free and clear of all liens, encumbrances or defects, except for the Permitted Encumbrance. ----------

-----Five: Buyer specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) Seller hereby sells and Buyer hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from Seller or any of Seller's agents, employees, members, representatives, attorneys or brokers (each such party, a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by Seller to Buyer (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof, its facilities, soils, geology, and groundwater; (b) the dimensions, area, and size of the Property; (c) the development or income potential, or rights of or relating to the Property or the adequacy of the Property for any particular purpose, (d) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, the compliance of the Property or its operation with any

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applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of Buyer or any other person to obtain any necessary governmental approvals, licenses, or permits for Buyer's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters regarding the operation of the Property. Buyer further acknowledges and agrees that Seller is under no duty to make any inquiry regarding any matter that may or may not be known to Seller or any Seller Affiliate. Upon execution of this public deed, Buyer shall assume the risk of adverse matters relating to adverse investigations, and Buyer, upon execution of this public deed, shall be deemed to have waived, relinquished and released Seller and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which Buyer might have asserted or alleged or may assert or allege in the future against Seller or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution of this deed. ----------

-----Six: Seller represents and warrants to Buyer that, to the best of Seller's knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that, to the best of Seller's knowledge, the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----Seven: The notarial fees, stamps on the original, stamps on the first certified copy, filing and recording rights of this Deed at the Registry will be paid by Buyer.----------

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-----Ten: This Deed will be interpreted and governed in accordance with the laws of the Commonwealth of Puerto Rico. The appearing parties submit themselves to the exclusive jurisdiction of the Court of First Instance of the Commonwealth of Puerto Rico in the event of any litigation arising out of this Deed.----------

-----Eleven: All notices to the parties pursuant to this Deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

----TO SELLER:----------
------Rafael Benet Meléndez ----------
------RR6 Buzón 10698 ----------
------San Juan, PR 00926 ----------
------Electronic Mail: licbenet@hotmail.com ----------

----TO BUYER:----------
------Cabo Rojo Land Acquisition LLC ----------
------733 Third Avenue ----------
------New York, NY 10017----------
------Attention: Eileen Sawyer ----------
------Electronic Mail: roberto.ruiz@ccgc.com.do----------

-----Eleven: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

-----Twelve: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the remaining provisions of this Deed will continue in full force and effect.----------

-----Thirteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver such documents or instruments, public or private, which may be necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any correction deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of Buyer, except that each party shall bear the fees of their respective counsel.----------

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---**FOURTH:** The Notary advises Buyer as to the importance of filing the corresponding property change of ownership application before the CRIM, and to obtain, prior to the execution of this deed, a certification indicating whether any sums related to property taxes are owed by Seller. Pursuant to applicable law, Buyer is responsible for filing at the CRIM the corresponding application for property tax exemption and /or change of ownership, within thirty (30) days from the date of execution hereof. Buyer hereby declares that it is fully aware of the aforementioned obligations and releases the undersigned Notary from this responsibility.

----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ---

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) that this Deed was drafted relying on a title abstract prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions in the preparation of the same. Said title abstract was prepared by Capital Title Services Inc. on December twenty (20), two thousand twenty-three (2023); ----------

-----(c) that after the date of such title abstract and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry as of the date of the title abstract.----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the

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possibility of liens recorded after the date of the certification; ----------

-----(e) of the right of the Buyer to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.;----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property;----------

-----(h) of the importance of recording a copy of this deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this deed is not recorded at the Registry;----------

-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property;----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations;----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its contents.----------

-----(l) of the need and consequences to the Seller of filing the *Planilla Informativa Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles* with the Puerto Rico Treasury Department; and----------

-----(m) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et*

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seq., is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Seller, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the Seller and their agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed.----------

----------**READING, ACCEPTANCE AND EXECUTION** ----------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratify the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their initials on each page thereof.----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

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CONTRATO DE PROMESA RECIPROCA DE COMPRAVENTA

En los lugares y fechas que aparecen bajo las respectivas firmas de cada uno de los comparecientes, para ser efectivo el treinta (30) de noviembre de dos mil veintitrés (2023) (en adelante la "Fecha de Efectividad"),

COMPARECEN:

DE LA PRIMERA PARTE: Las siguientes personas quienes serán llamadas en conjunto **"TORRES"** en adelante en el presente contrato: (i) **CARMEN IVONNE BARRIOS COLLAZO**, también conocida como **IVONNE BARRIOS COLLAZO** (en adelante "**CARMEN**"), mayor de edad, soltera, propietaria y vecina de Aibonito, Puerto Rico, quien comparece en su carácter personal y como miembra de la sucesión (en adelante la "SUCESION") de su difunto esposo, LUIS ALBERTO TORRES SANTIAGO, también conocido como LUIS A. TORRES SANTIAGO (en adelante "LATS"); (ii) **LUIS ALBERTO TORRES ORTIZ**, también conocido como **LUIS A. TORRES ORTIZ** (en adelante "LATO"), quien es mayor de edad, soltero, propietario, vecino de Aibonito, Puerto Rico, e hijo de LATS; (iii) **GERALDO LUIS TORRES ORTIZ**, también conocido como **GERALDO L. TORRES ORTIZ**(en adelante "GERALDO"), quien es mayor de edad, soltero, propietario, vecino de Aibonito, Puerto Rico, e hijo de LATS; (iv) **SAMUEL TORRES ORTIZ**(en adelante "SAMUEL"), quien es mayor de edad, casado, comerciante, vecino de Aibonito, Puerto Rico e hijo de LATS; (v) **WALESKA TORRES BARRIOS** (en adelante "WALESKA"), quien es mayor de edad, soltera, propietaria, vecina de Haines City, Florida, Estados Unidos de América e hija de LATS y (vi) **EDGARDO TORRES BARRIOS**(en adelante "EDGARDO"), quien es mayor de edad, soltero, comerciante, residente de Aibonito, Puerto Rico, e hijo de LATS. LATO, GERALDO, SAMUEL, WALESKA Y EDGARDO comparecen como miembros de la SUCESION; y

DE LA SEGUNDA PARTE: CABO ROJO LAND ACQUISITION LLC, (en adelante **"CRLA"**), una sociedad de responsabilidad limitada organizada y existente al amparo de las leyes del Estado Libre Asociado de Puerto Rico, con el número de seguro social patronal 66-0920011, representada en este contrato por su Representante Autorizada, GLADYS OMAYRA FONTANEZ REYES, mayor de edad, soltera, abogada y vecina de San Juan, Puerto Rico, quien está debidamente autorizada para representar a la CRLA en el presente contrato, según surge de "Certificate of Resolution of CABO ROJO LAND ACQUISITION LLC", firmada en Nueva York, Estados Unidos de América, por Eileen Sawyer, en su capacidad de gerente de CABO ROJO LAND ACQUISITION LLC, el diecisiete (17) de mayo de dos mil veintitrés (2023), ante el notario público de Nueva York Eric Orenstein; y

EXPONEN Y CONVIENEN:

PRIMERO: TORRES es el único dueño en pleno y absoluto dominio y tiene la posesión de la parcela de terreno descrita a continuación según la Sección de San

German del Registro de la Propiedad de Puerto Rico (en adelante el "Registro") y la cual será llamada la "PROPIEDAD" en adelante en el presente contrato:

> "**RUSTICA:** Parcela número ciento seis (106), radicada en el Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de diecinueve mil seiscientos cincuenta y cuatro punto cincuenta y seis (19,654.56) metros cuadrados. En lindes, por el NORTE, con la Bahía de Boquerón en una alineación de cuarenta y cuatro punto ochenta y ocho (44.88) metros y otra alineación de diecinueve punto catorce (19.14) metros cuadrados; por el SUR, con un camino de servidumbre de quince (15) metros de ancho de los cuales siete punto cincuenta (7.50) metros pertenecen a esta finca, esta colindancia mide sesenta y dos punto sesenta y seis (62.66) metros; por el ESTE, con la parcela número ciento cinco (105), en una distancia de trescientos siete punto noventa (307.90) metros; y por el OESTE, con la parcela número ciento siete (107), en una distancia de trescientos uno punto cero cuatro (301.04) metros. La colindancia Sur de la finca se halla afecta a una servidumbre de paso para uso vehicular y peatonal, de quince (15) metros de ancho de los cuales siete punto cincuenta (7.50) metros pertenecen a esta finca, afectando esta servidumbre todo lo largo de la colindancia Sur y resultando en un área afecta por dicha servidumbre de cuatrocientos setenta punto cero tres (470.03) metros cuadrados, los cuales forman parte del área total de la finca".

La referida descripción de la PROPIEDAD es después de haber sido medida por el ingeniero Frank Lozada Díaz, según escritura numero ciento cincuenta y tres (153), otorgada en Boquerón, Puerto Rico, el día diez (10) de julio de de dos mil tres (2003), ante el notario público Rafael Doitteau Cruz, inscrita al folio ciento veintisiete (127) del tomo ochocientos cuarenta y tres (843) de Cabo Rojo del Registro, finca número dieciocho mil ochocientos cuarenta (18,840), inscripción cuarta (4ta)

La PROPIEDAD se identifica en el Registro como finca número dieciocho mil ochocientos cuarenta (18,840), inscrita al folio doscientos ochenta y nueve (289) del tomo quinientos diez (510) de Cabo Rojo del Registro.

La PROPIEDAD fue originalmente adquirida por LATS, CARMEN y la sociedad legal de bienes gananciales compuesta por ambos según las leyes de Puerto Rico, mediante escritura número treinta y siete (37), otorgada en Cabo Rojo, Puerto Rico, el diez (10) de julio de dos mil tres (2003), ante el notario publico Miguel Carlo Montalvo, inscrita al folio ciento veintisiete (127) del tomo ochocientos cuarenta y tres (843) de Cabo Rojo del Registro, finca número dieciocho mil ochocientos cuarenta (18,840), inscripción quinta (5ta).

SEGUNDO: TORRES adquirió la PROPIEDAD como sigue:

2.1. Según se ha descrito anteriormente, CARMEN adquirió un cincuenta por ciento (50%) de la PROPIEDAD cuando estaba casada con LATS, según la escritura número treinta y siete (37), otorgada en Cabo Rojo, Puerto Rico, el diez (10) de junio de dos mil tres (2003), ante el notario público Miguel Carlo Montalvo, inscrita al folio ciento veintisiete (127) del tomo ochocientos cuarenta y tres (843) de Cabo Rojo del Registro, finca dieciocho mil ochocientos cuarenta (18,840), inscripción quinta (5ta);

2.2. Los miembros de la SUCESION, es decir, CARMEN, LATO, GERALDO, SAMUEL, WALESKA Y EDGARDO, adquirieron el cincuenta por ciento (50%) restante de la PROPIEDAD al fallecimiento de LATS, pero la PROPIEDAD aún aparece a nombre de LATS y CARMEN en el Registro.

TERCERO: El número de catastro asignada a la PROPIEDAD en el Centro de Recaudación de Ingresos Municipales ("CRIM") es el trescientos setenta y nueve guion cero ochenta y nueve guion trescientos veintisiete guion setenta y seis guion cero cero cero (379-089-327-000):

CUARTO: Por su procedencia, la PROPIEDAD está libre de cargas y gravámenes. Por sí, la PROPIEDAD está sujeta a las siguientes cargas y gravámenes:

4.1. Condiciones restrictivas de servidumbre en equidad, constituidas según escritura número ciento treinta y tres (133), otorgada en Mayagüez, Puerto Rico, el veinte (20) de noviembre de dos mil dos (2002), ante el notario público Luis Roberto Santos, inscrita al folio ciento veintisiete (127) del tomo ochocientos cuarenta y tres (843) del Registro, finca número dieciocho mil ochocientos cuarenta (18,840), inscripción tercera (3ra).

QUINTO: TORRES aquí se compromete a vender, ceder y traspasar título en pleno y absoluto dominio sobre la PROPIEDAD y la posesión de la PROPIEDAD a CRLA, y CRLA aquí se compromete y obliga a comprarle a TORRES título en pleno y absoluto dominio sobre la PROPIEDAD, y la posesión de la misma, según los siguientes:

TÉRMINOS Y CONDICIONES:

5.1. El precio de compraventa de la PROPIEDAD será la suma alzada de UN MILLON TRESCIENTOS MIL DOLARES ($1,300,000) (en adelante el "Precio de Compraventa"). El Precio de Compraventa no estará sujeto o condicionado a una tasación y TORRES no estará obligado a ajustar o reducir el Precio de Compraventa como resultado de tasación(es) obtenida(s) por CRLA o por cualquier otra persona o entidad.

5.2. El Precio de Compraventa será pagado por CRLA a TORRES de la siguiente forma:

(i) Dentro de los diez (10) días laborables siguientes a la Fecha de Efectividad del presente contrato, la suma de SESENTA Y CINCO MIL DOLARES ($65,000) será depositada mediante cheque de gerente a la orden del Secretario del Tribunal, en la secretaría de la Sala Superior de Aibonito del Tribunal de Primera Instancia del Estado Libre Asociado de Puerto Rico (en adelante el "Tribunal"), para ser custodiada y posteriormente distribuida según determine el Tribunal en el Caso Civil Número AI2020CV00215 sobre Declaratoria de Herederos de LATS, como depósito del precio pactado de CRLA a TORRES. Si la Escritura de Compraventa no puede otorgarse por razones atribuibles a TORRES, dicha suma será devuelta por el Tribunal a CRLA, sin intereses. Si la Escritura de Compraventa no puede otorgarse por causas atribuibles a CRLA, dicha suma será retenida por el Tribunal y entregada a TORRES como daños líquidos.

(ii) La suma restante de UN MILLON DOSCIENTOS TREINTA Y CINCO MIL DOLARES ($1,235,000) será pagada por CRLA a TORRES simultáneamente con el otorgamiento de la Escritura de Compraventa.

5.3. Antes del otorgamiento de la Escritura Compraventa, los miembros de la SUCESIÓN tendrán que someter evidencia a CRLA de que han obtenido el relevo del Departamento de Hacienda a tenor con la Planilla de Caudal relicto. Cuando el Departamento de Hacienda de Puerto Rico emita el correspondiente relevo del caudal relicto de la SUCESIÓN, los miembros de la SUCESIÓN aquí comparecientes someterán al Registro una instancia (en adelante la "Instancia") requiriendo la inscripción a su favor del cincuenta por ciento (50%) del titulo en pleno dominio de la PROPIEDAD. La Escritura de Compraventa se otorgará dentro de los treinta (30) días calendario siguiente al recibo por CRLA de evidencia de la radicación en el Registro de la Instancia, con todos sus sellos, comprobantes y derechos de inscripción, si alguno, debidamente pagados por TORRES.

5.4. La Escritura de Compraventa conferirá a la CRLA la inmediata posesión de la PROPIEDAD sin necesidad de formalismo, documento o solicitud alguna.

5.5. Todas las contribuciones sobre la propiedad inmueble correspondientes a la PROPIEDAD, así como la contribución especial correspondiente a la PROPIEDAD, hasta la fecha del otorgamiento de la Escritura de Compraventa, serán por cuenta y cargo de TORRES. De entonces en adelante serán por cuenta de CRLA.

5.6. Simultáneamente con el otorgamiento de la Escritura de Compraventa, TORRES traspasará a la COMPRADORA título en pleno y absoluto dominio sobre la PROPIEDAD, vacante y libre de cargas y gravámenes, como está, donde está, sujeta solamente a las condiciones restrictivas y servidumbres mencionadas en el párrafo CUARTO de este contrato.

5.7. CRLA específicamente reconoce y acepta que, excepto según se dispone expresamente en el presente contrato, (i) TORRES, mediante la Escritura de Compraventa, venderán y CRLA comprará la PROPIEDAD "donde está, como está" con todas sus faltas y defectos; (ii) CRLA no está descansando en representación o garantía de clase alguna, oral o escrita, expresa o implícita, estatutaria o de cualquier otra naturaleza, de parte de TORRES o de algún agente, empleado, miembro, representante, abogado o corredor (cada uno de ellos un "AFILIADO DE TORRES") acerca de cualquier asunto concerniente a la PROPIEDAD, o que aparezca o este contenido o mencionado en cualquier material, documento, estudio, reporte, información o datos relacionados a la PROPIEDAD provisto(s) por TORRES a CRLA (incluyendo sin limitación, su corrección e integridad) e incluyendo, sin limitación: (a) la calidad, naturaleza, habitabilidad, mercabilidad, uso, operación, valor, adecuacidad o condición física de la PROPIEDAD o cualquier aspecto o porción de la misma (incluyendo, sin limitación, elementos estructurales, cimientos, techos, accesorios, accesos, jardinería, facilidades de estacionamiento, electricidad, plomería, HVAC, e instalaciones mecánicas, alcantarillado, servicios ["utilities"], facilidades, enseres, suelos, geología y nivel freático); (b) las dimensiones, áreas y tamaño de la PROPIEDAD y los pies cuadrados de los edificios o mejoras en la misma, si alguno, o de cualquier espacio arrendado en la misma; (c) el potencial de desarrollo o ingresos de la PROPIEDAD, o derechos relacionados a la PROPIEDAD o al uso, habitabilidad, mercabilidad, aptitud física, valor, o adecuacidad de la PROPIEDAD para cualquier propósito; (d) la zonificación u otro estado o condición legal de la PROPIEDAD o cualquier otra restricción pública o privada en el uso de la PROPIEDAD, el cumplimiento de la PROPIEDAD con cualquier aplicable código, ley, regulación, estatuto, ordenanza, convenio, condición y restricción de cualquier autoridad gubernamental o de otra persona o entidad (incluyendo, sin limitación, el "American with Disabilities Act"); (e) la capacidad de CRLA o de cualquier otra persona de obtener cualquier necesaria aprobación gubernamental, licencia o permiso para el uso propuesto para la PROPIEDAD por CRLA o aquellas otras personas que contemplan usar o desarrollar la PROPIEDAD (f) la calidad de cualquier labor, trabajo o material usado en la construcción de cualquier mejora; (g) las condiciones económicas o los ingresos y gastos, proyecciones de ingresos o gastos y otros asuntos financieros acerca de la operación de la PROPIEDAD. CRLA expresamente reconoce y acuerda que CRLA no está descansando en representación o garantía alguna por parte de TORRES o de AFILIADOS DE TORRES, ya sea implícita, presumida o expresamente provista por ley o de otra forma, que surja en virtud de cualquier estatuto, derecho común o cualquier otro vinculante derecho o remedio a favor de CRLA. CRLA también reconoce y acuerda que TORRES no tiene obligación alguna de hacer investigaciones acerca de cualquier asunto conocido o desconocido por TORRES o cualquier AFILIADO DE TORRES. Al otorgarse la Escritura de Compraventa, CRLA asumirá el riesgo de asuntos adversos relacionados con investigaciones adversas y CRLA, al otorgarse la Escritura de Compraventa, se entenderá que ha reconocido y relevado a TORRES y a los AFILIADOS DE TORRES de y contra cualquier reclamación, de cualquiera y toda

naturaleza y carácter (incluyendo honorario de abogados), conocida o desconocida, que CRLA pudiera haber presentado o alegado o pudiere presentar o alegar en el futuro contra TORRES o cualquier AFILIADO DE TORRES en cualquier momento por causa de, o que surgiere de, cualquier defecto aparente o latente, condición física, violación a cualquier ley aplicable y cualquier otro acto, omisión, evento, circunstancia o asunto relacionado a la PROPIEDAD.

5.8. Los honorarios notariales de la Escritura de Compraventa, sellos en el original, sellos en la primera copia certificada y derechos de inscripción de la Escritura de Compraventa en el Registro serán pagados por CRLA.

SEXTO: El presente contrato será interpretado según la ley de Puerto Rico y gobernado por las mismas. Las partes comparecientes se someten a la jurisdicción exclusiva del Tribunal General de Justicia del Estado Libre Asociado de Puerto Rico, en caso de cualquier litigio que surja relacionado con el presente contrato.

SÉPTIMO: Todas las notificaciones a las partes en virtud del presente contrato deberán ser por correo certificado, con acuse de recibo, con copias por correo electrónico, a las siguientes direcciones de las partes:

A TORRES:

CARMEN IVONNE BARRIOS COLLAZO
PO Box 173
Mercedita, PR 00715-0173
bufetelegaloctaviocapo@hotmail.com
Atención: Lcdo. Octavio Capó Pérez

LUIS A. TORRES ORTIZ
Urbanización Miradores de Cayey
12 Calle Paisajes
Cayey, PR 00736-8601
n.berrioslaw@gmail.com
Atención: Lcda. Nitzali Berríos

GERALDO L. TORRES ORTIZ
Urbanización Miradores de Cayey
12 Calle Paisajes
Cayey, PR 00736-8601
n.berrioslaw@gmail.com
Atención: Lcda. Nitzali Berríos

SAMUEL TORRES ORTIZ

Urbanización Miradores de Cayey
12 Calle Paisajes
Cayey, PR 00736-8601
n.berrioslaw@gmail.com
Atención: Lcda. Nitzali Berríos

WALESKA TORRES BARRIOS
PO Box 173
Mercedita, PR 00715-0173
bufetelegaloctaviocapo@hotmail.com
Atención: Lcdo. Octavio Capó Pérez

EDGARDO TORRES BARRIOS
PO Box 173
Mercedita, PR 00715-0173
bufetelegaloctaviocapo@hotmail.com
Atención: Lcdo. Octavio Capó Pérez

A CRLA:

CABO ROJO LAND ACQUISITION LLC
733 Third Avenue
New York, NY 10017
Atención: Eileen Sawyer
Correo electrónico: roberto.ruiz@ccgc.com.do

OCTAVO: TORRES desconoce si terceras personas han depositado basura o material tóxico en la PROPIEDAD. No obstante, TORRES representa y garantiza a CRLA que, según el mejor conocimiento de TORRES, en la PROPIEDAD no hay sustancias tóxicas, peligrosas, contaminadas o contaminantes y la PROPIEDAD nunca ha sido usada como depósito de basura, desperdicios, o sustancias tóxicas contaminadas o contaminantes. EXEPTO POR LA REPRESENTACIONES INCLUIDAS EN EL PRESENTE CONTRATO, CRLA RECONOCE QUE NO ESTA DESCANSANDO EN REPRESENTACION O GARANTIA ALGUNA DE TORRES O DE ALGUN AGENTE, OFICIAL, EMPLEADO O REPRESENTANTE DE TORRES ACERCA DE LA PROPIEDAD. CRLA, MEDIANTE EL PRESENTE CONTRATO ACUERDA QUE, HASTA EL MAXIMO PERMITIDO POR LEYES APLICABLES, LA COMPRAVENTA OBJETO DEL PRESENTE CONTRATO SE HARA SIN REPRESENTACION, CONVENIO O GARANTIA DE CLASE ALGUNA (EXPRESA, IMPLICITA O ESTATUTARIA) POR PARTE DE TORRES, EXCEPTO SEGÚN SE DISPONE EXPRESAMENTE EN EL PRESENTE CONTRATO.

NOVENO: CRLA reconoce y acepta que el señor José E. Pérez Cruz, corredor de bienes raíces con licencia de Puerto Rico número diez mil cuatrocientos setenta y ocho (10,478), solo o en asociación con otro(s) corredor(es), ha actuado como corredor representando a CRLA en la transacción objeto del presente contrato y que TORRES no tiene responsabilidad ni obligación alguna para con el señor José E. Pérez Cruz. Los honorarios del señor Pérez Cruz y su(s) asociado(s), si alguno, por dichos servicios son responsabilidad de CRLA y serán pagados por CRLA al señor Pérez Cruz simultáneamente con el otorgamiento de la Escritura de Compraventa. Dichos honorarios ascenderán a la suma de sesenta y cinco mil dólares ($65,000), equivalente al cinco por ciento (5%) del Precio de Compraventa. TORRES no será responsable de ningún pago a hacerse al señor Pérez Cruz.

DÉCIMO: Desde la fecha del otorgamiento del presente contrato hasta la fecha del otorgamiento de la Escritura de Compraventa, CRLA queda autorizada a someter a las entidades y/o agencias gubernamentales pertinentes solicitudes de permisos, aprobaciones y endosos para el desarrollo en la PROPIEDAD de parte de un proyecto residencial turístico, cónsono con la zonificación de la PROPIEDAD. TORRES se compromete y obliga a otorgar cuantos documentos y/o autorizaciones escritas sean necesarias para que CRLA pueda solicitar a las entidades y/o agencias gubernamentales concernidas los permisos, aprobaciones y endosos requeridos para dicho proyecto, *incluyendo, sin limitación la carta unida como* ***Anejo I*** *al presente contrato.* TORRES *no* se hace responsable por las solicitudes sometidas a entidades y/o agencias gubernamentales, ni el resultado de estas, incluyendo las aprobaciones o no de dichas agencias y/o entidades.

UNDÉCIMO: El plural y el singular, así como el masculino, femenino neutro y otros géneros se usan indistintamente en el presente contrato.

DUODÉCIMO: Si alguno o algunos de los miembros de la SUCESIÓN incumpliere con los términos y condiciones establecidos en el presente contrato, procedería la devolución inmediata del depósito completo entregado a TORRES en virtud de la Sección 5.2(i) del presente contrato y CRLA aceptaría que cualquier reclamación adicional fuere sólo contra el heredero o herederos que incumpliere(n) y no contra los demás.

DÉCIMO TERCERO: En caso de que cualquier clausula o disposición del presente contrato fuere declarada nula o invalida mediante resolución, sentencia u orden judicial final y firme, entonces el resto del contrato continuará en pleno vigor y efecto.

DECIMO CUARTO: El presente contrato podrá ser otorgado en contrapartes ("counterparts") y, una vez que todas las partes hayan firmado al menos una contraparte, todas las contrapartes formarán un solo contrato.

POR TANTO, las partes comparecientes suscriben y otorgan el presente contrato en la fechas y lugares que aparecen debajo de sus respectivas firmas, para ser efectivo

en San Juan, Puerto Rico, en la fecha que aparece en el párrafo introductorio del presente contrato.

CARMEN IVONNE BARRIOS COLLAZO
también conocida como Ivonne Barrios Collazo
Fecha: 16 NOV. 2023
Lugar: Santa Isabel, Puerto Rico

LUIS ALBERTO TORRES ORTIZ
también conocido como Luis A. Torres Ortiz
Fecha: 16 nov. 2023
Lugar: Santa Isabel, Puerto Rico

GERALDO LUIS TORRES ORTIZ
también conocido como Geraldo L. Torres Ortiz
Fecha: 16 noviembre 2023
Lugar: Santa Isabel, Puerto Rico

SAMUEL TORRES ORTIZ
Fecha: 16 noviembre 2023
Lugar: Santa Isabel, Puerto Rico

WALESKA TORRES BARRIOS
Fecha:
Lugar:

EDGARDO TORRES BARRIOS
Fecha: 16 noviembre 2023
Lugar: Santa Isabel, Puerto Rico

CABO ROJO LAND ACQUISITION LLC

GLADYS OMAYRA FONTANEZ REYES
Representante Autorizada
Fecha: 20 de noviembre de 2023
Lugar: San Juan, Puerto Rico

Affidavit Número:_____

AFIDAVIT NÚMERO: 4551

Reconocido y suscrito ante mí por Carmen Ivonne Barrios Collazo, mayor de edad, soltera, propietaria y vecina de Aibonito, Puerto Rico, a quien conozco personalmente. En Santa Isabel, Puerto Rico, hoy dieciséis - - - - - (16) de noviembre de dos mil veintitrés (2023).





Notario Público

CBB

LGT

Affidavit Número: 4552

GT

Reconocido y suscrito ante mí por Luis Alberto Torres Ortiz, también conocido como Luis A. Torres Ortiz, mayor de edad, soltero, propietario y vecino de Aibonito, Puerto Rico, a quien conozco personalmente. En Santa Isabel, Puerto Rico, hoy dieciséis - - - - - (16) de noviembre de dos mil veintitrés (2023).

SO

E-S

6.2.f.k.





Notario Público

Affidavit Número: 4553

Reconocido y suscrito ante mí por Geraldo Luis Torres Ortiz, también conocido como Geraldo L. Torres Ortiz, mayor de edad, soltero, propietario y vecino de Aibonito, Puerto Rico, a quien conozco personalmente. En Santa Isabel, Puerto Rico, hoy dieciseis - - - - - - (16) de noviembre de dos mil veintitrés (2023).

MARIA DEL ROSARIO PUJOL THOMPSON
ABOGADO-NOTARIO



Notario Público

Affidavit Número: 4554

Reconocido y suscrito ante mí por Samuel Torres Ortiz, mayor de edad, casado, propietario y vecino de Aibonito, Puerto Rico, a quien conozco personalmente. En Santa Isabel, Puerto Rico, hoy dieciseis - - - - - - (16) de noviembre de dos mil veintitrés (2023).

MARIA DEL ROSARIO PUJOL THOMPSON
ABOGADO-NOTARIO



Notario Público

Affidavit Número: 4555

Reconocido y suscrito ante mí por **Edgardo Torres Barrios**, mayor de edad, soltero, comerciante y vecino de Aibonito, Puerto Rico, a quien conozco personalmente. En Santa Isabel, Puerto Rico, hoy dieciséis - - - - (16) de noviembre de dos mil veintitrés (2023).

MARÍA DEL ROSARIO PUJOL THOMPSON
ABOGADO-NOTARIO



Notario Público

Affidavit Número: 4557

Reconocido y suscrito ante mí por Gladys Omayra Fontanez Reyes, mayor de edad, soltera, abogada y vecina de San Juan, Puerto Rico en su carácter de Representante Autorizada de Cabo Rojo Land Acquisition LLC, a quien conozco personalmente. En San Juan, Puerto Rico, hoy veinte - - - - - - (20) de noviembre de dos mil veintitrés (2023).

MARÍA DEL ROSARIO PUJOL THOMPSON
ABOGADO-NOTARIO



Notario Público

Anejo I

[FECHA]

A QUIEN PUEDA INTERESAR

Re: *CONTRATO DE PROMESA RECIPROCA DE COMPRAVENTA suscrito entre* (i) Carmen Ivonne Barrios Collazo, también conocida como Ivonne Barrios Collazo; (ii) Luis Alberto Torres Ortiz, también conocido como Luis A. Torres Ortiz; (iii) Geraldo Luis Torres Ortiz, también conocido como Geraldo L. Torres Ortiz; (iv) Samuel Torres Ortiz; (v) Waleska Torres Barrios; (vi) Edgardo Torres Barrios; y (vii) Cabo Rojo Land Acquisition LLC, el día _____ ( ) de noviembre de dos mil veintitrés (2023), según afidávits número _____, ante el/la notario(a) público(a) _____. (en adelante el "Contrato")]

Mediante el Contrato, nosotros, como dueños del inmueble que se describe a continuación (en adelante el "Inmueble"), nos comprometimos a vender el Inmueble a Cabo Rojo Land Acquisition LLC:

"**RUSTICA:** Parcela número ciento seis (106), radicada en el Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de diecinueve mil seiscientos cincuenta y cuatro punto cincuenta y seis (19,654.56) metros cuadrados. En lindes, por el NORTE, con la Bahía de Boquerón en una alineación de cuarenta y cuatro punto ochenta y ocho (44.88) metros y otra alineación de diecinueve punto catorce (19.14) metros cuadrados; por el SUR, con un camino de servidumbre de quince (15) metros de ancho de los cuales siete punto cincuenta (7.50) metros pertenecen a esta finca, esta colindancia mide sesenta y dos punto sesenta y seis (62.66) metros; por el ESTE, con la parcela número ciento cinco (105), en una distancia de trescientos siete punto noventa (307.90) metros; y por el OESTE, con la parcela número ciento siete (107), en una distancia de trescientos uno punto cero cuatro (301.04) metros. La colindancia Sur de la finca se halla afecta a una servidumbre de paso para uso vehicular y peatonal, de quince (15) metros de ancho de los cuales siete punto cincuenta (7.50) metros pertenecen a esta finca, afectando esta servidumbre todo lo largo de la colindancia Sur y resultando en un área afecta por dicha servidumbre de cuatrocientos setenta punto cero tres (470.03) metros cuadrados, los cuales forman parte del área total de la finca".

El Inmueble se identifica en el Registro como finca número dieciocho mil ochocientos cuarenta (18,840), inscrita al folio doscientos ochenta y nueve (289) del tomo quinientos

diez (510) de Cabo Rojo, Sección de San Germán del Registro de la Propiedad de Puerto Rico.

Cabo Rojo Land Acquisition LLC nos ha informado que, directamente o a través de empresas afiliadas, Cabo Rojo Land Acquisition LLC ha opcionado y/o es dueña de varias fincas colindantes o cercanas al Inmueble y propone desarrollar en dichas fincas y en el Inmueble un proyecto residencial turístico de clase mundial, el cual incluirá, entre otras instalaciones, varios hoteles, dos campos de golf, un "town center", unidades residenciales y facilidades recreativas, comerciales y de servicio (en adelante el "Proyecto").

Mediante la presente, autorizamos a Cabo Rojo Land Acquisition LLC, para que, directamente o a través de sus afiliadas, agentes, contratistas o mandatarios, presenten a las agencias gubernamentales concernidas solicitudes de permisos, aprobaciones y endosos para el Proyecto, incluyendo, sin limitación, su Consulta de Ubicación y el deslinde de la zona marítimo-terrestre.

La presente autorización podrá ser otorgada en contrapartes ("counterparts") y, una vez que todas las partes hayan firmado al menos una contraparte, todas las contrapartes formarán una sola autorización.

La presente autorización no incluye y explícitamente excluye autorización para la ejecución de construcciones, mejoras o alteraciones en el Inmueble mientras el mismo no se haya vendido en virtud del Contrato.

Atentamente,

CARMEN IVONNE BARRIOS COLLAZO también conocida como Ivonne Barrios Collazo	LUIS ALBERTO TORRES ORTIZ también conocido como Luis A. Torres Ortiz
GERALDO LUIS TORRES ORTIZ también conocido como Geraldo L. Torres Ortiz	SAMUEL TORRES ORTIZ
WALESKA TORRES BARRIOS	EDGARDO TORRES BARRIOS

CERTIFICO que en la misma fecha y lugar de su otorgamiento expedí primera copia certificada a favor de la parte compradora. DOY FE. ----

Notario(a) Público(a)

MARIA DEL ROSARIO PUJOL THOMPSON
ABOGADO-NOTARIO

G.D.F.R.

JEP

RDA

----DEED NUMBER TWENTY NINE (29)----------

------ DEED OF OPTION TO PURCHASE REAL ESTATE ------

---In the City of San Juan, Puerto Rico, on this twelfth (12th) day of May, two thousand twenty three (2023),----------

---------- **BEFORE ME,** ----------

---MARIA DEL ROSARIO PUJOL THOMPSON, Attorney-at-Law and Notary Public in and for the Commonwealth of Puerto Rico, with residence in Guaynabo, Puerto Rico, and offices located at suite two hundred (200), Puerta del Condado Building, one thousand ninety five (1095) Wilson Street, San Juan, Puerto Rico,----------

---------- **APPEAR:** ----------

---AS PARTY OF THE FIRST PART: ROBERTO DANIEL ACOSTA MARTIN, of legal age, single, electrical engineer and resident of Cabo Rojo, Puerto Rico (hereinafter "Roberto");----------

---AS PARTY OF THE SECOND PART: JAVIER ACOSTA MARTIN, of legal age, married, electrical engineer and resident of Cabo Rojo, Puerto Rico (hereinafter "Javier");-------

---AS PARTY OF THE THIRD PART: CARLOS DAVID ACOSTA MARTIN, of legal age, single, contractor and resident of Hormigueros, Puerto Rico (hereinafter "Carlos");----------

---AS PARTY OF THE FOURTH PART: RAMONITA MARTIN VELEZ, of legal age, single, property owner and resident of Cabo Rojo, Puerto Rico (hereinafter "Ramonita"). Ramonita appears herein represented by her three (3) attorneys-in-fact, Roberto, Javier and Carlos, pursuant to Deed of General Durable Power of Attorney and Designation

of Tutor ("Poder General Duradero y Designación de Tutor"), executed by Ramonita in Cabo Rojo, Puerto Rico, on January nineteen (19), two thousand twenty three (2023), before notary public Carlos E. Ortíz Collado (the "Power of Attorney"). Notification of the execution of the Power of Attorney was recorded with the number eighteen seventeen dash three hundred sixty (1817-360), on January thirty (30), two thousand twenty three (2023), at the General Registry of Notarial Competencies (Registro General de Competencias Notariales") of the Office of Notarial Inspections ("Oficina de Inspección de Notarías") of the Supreme Court of Puerto Rico.----------

---I, the Notary, hereby certify to have had before me a certified copy of the Power of Attorney, and in my opinion, the Power of Attorney is in full compliance with the all legal requirements needed to authorize Roberto, Javier and Carlos to appear in this public Deed on behalf of Ramonita.----------

---Roberto, Javier, Carlos and Ramonita will be referred jointly hereinafter as "Sellers".----------

---AS PARTY OF THE FIFTH PART: PR INVESTCO LLC (hereinafter "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of the State of Delaware, United States of America, represented herein by its authorized representative, MS. GLADYS OMAYRA FONTANEZ REYES, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this public deed arises from Certificate of Resolution of PR INVESTCO LLC signed by Eileen Sawyer in her capacity of Manager of PR INVESTCO

MARIA DEL ROSARIO PUJOL THOMPSON ABOGADO-NOTARIO

G.A.F.R.

R.D.A

LLC, executed on December thirteen (13), two thousand twenty two (2022), in New York, New York, United States of America, before notary public Eric Orenstein, an original of which I, the Notary, hereby certify to have had before me, and which, in my opinion, is in full compliance with all legal requirements to authorize Ms. Gladys Omayra Fontanez Reyes to appear in this public deed on behalf of Buyer; and----------

---AS THE PARTY OF THE SIXTH PART: JOSE ENRIQUE PEREZ CRUZ, also known as José E. Pérez (hereinafter the "Broker"), who is of legal age, married, real estate broker, and resident of Bayamón, Puerto Rico.----------

---I, the Notary, certify that I am personally acquainted with all parties, and through their statements, I further certify as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and accordingly they do hereby----------

----------STATE AND AGREE----------

---FIRST: <u>The Property; Title, Liens and Encumbrances</u>.------

-----One. <u>Title</u>. Sellers are the owners in fee simple title ("pleno dominio") and have the possession of the parcel of land described in the Spanish Language as follows (hereinafter the "PROPERTY"):----------

---"RUSTICA: Parcela número setenta y dos (72), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalente a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En linderos: por el NORTE, con la parcela número cuarenta y dos (42) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5)

MARIA DEL ROSARIO PUJOL THOMPSON ABOGADO-NOTARIO

G.O.F.R.

R.D.A.

pertenecen a esta parcela; por el SUR, con la parcela número setenta y tres (73) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número cuarenta y uno (41) y servidumbre de paso de diez (10) metros de ancho de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con el Mar Caribe.----------
---Para uso de fines agrícolas."----------

---The PROPERTY is property number eighteen thousand seven hundred eighteen (18,718), recorded at page number sixty seven (67), of volume eight hundred sixty four (864), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

---The real property tax identification number ("número de catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to the PROPERTY is four hundred and two dash zero zero seven dash three hundred twenty seven dash ninety dash zero zero zero (402-007-327-90-000).----------

---The PROPERTY, by its origin and by itself is free of liens and/or encumbrances.----------

---SECOND: Buyer wishes to acquire an option to buy the PROPERTY, with all its improvements, and rights and annexes, and Sellers wish to grant, and hereby grant, said option to Buyer (hereinafter the "Option"), which is done pursuant to this public instrument and in accordance with the following----------

----------TERMS AND CONDITIONS:----------

-----2.1. The purchase-sale price of the PROPERTY will be the lump sum of ONE MILLION DOLLARS ($1,000,000), payable to Sellers simultaneously with the execution of the deed whereby Buyer acquires fee simple title ("pleno dominio") to the PROPERTY (the "Purchase-Sale Deed").-----

LIC. MARÍA DEL ROSARIO PUJOL THOMPSON ABOGADO-NOTARIO

G.D.F.R.

TDA

-----2.2. As consideration for the Option, Buyer has paid to Sellers, simultaneously with the execution of this public deed or before its execution, the sum of FIFTY THOUSAND DOLLARS ($50,000), as good faith deposit (the "Deposit"), which will be non-reimbursable, except only as set forth below in this public deed. Sellers hereby acknowledge receipt of the Deposit.----------

-----2.3. The Option is granted for a term (the "Term") equal to: (i) nine (9) months, starting on the date of execution of this public deed and ending on February twelve (12), two thousand twenty four (2024); or (ii) thirty (30) calendar days after the Sellers file for Recordation in the Registry of the Property of Puerto Rico all documentation required to grant to Sellers fee simple title to the PROPERTY, as legitimate heirs of Roberto Acosta Cabán (the "Instancia"), **whichever occurs later**.----------

-----2.4. The Deposit will be credited to the first payment of the purchase-sale price of the PROPERTY which will be made on the date of the execution of the Purchase-Sale Deed.----------

-----2.5. If the Term ends and Buyer has not bought the PROPERTY within the Term (except for reasons attributable to Sellers), then the Deposit will be lost by Buyer, and will become the property of Sellers, as liquidated damages. If the PROPERTY cannot be bought by Buyer within the Term, for reasons attributable to Sellers, then Sellers will reimburse the Deposit to Buyer at the end of the Term.----------

-----2.6. The real estate property taxes payable to the Centro de Recaudaciones de Ingresos Muncipales ("CRIM"),

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and all special taxes (if applicable) of the PROPERTY will be the responsibility of Sellers and payable by Sellers up to the date of execution of the Purchase-Sale Deed (the "Closing Date"). Thereafter they shall be the responsibility of Buyer and payable by Buyer.----------

-----2.7. The Purchase-Sale Deed shall be executed before a notary public selected by Buyer.----------

-----2.8. Through the Purchase-Sale Deed, Buyer will acquire recordable fee simple title to the PROPERTY and the possession thereof, "as is, where is", free and clear of occupants, liens and encumbrances. During the Term of the Option, Sellers will have the possession of the PROPERTY and will be allowed to conduct legal business activities in the PROPERTY.----------

-----2.9. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of the Property of Puerto Rico of this public deed and of the Purchase-Sale Deed will be paid by Buyer.----------

-----2.10. This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them.----------

-----2.11. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of Puerto Rico, Section of San Juan, in the event of any litigation pursuant to this public deed.----------

-----2.12. All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

------TO SELLERS:----------

MARIA DEL ROSARIO PUJOL THOMPSON ABOGADO-NOTARIO

G.D.F.R.

20A

------Roberto D. Acosta Martín----------
------PO Box 6534----------
------Mayaguez, PR 00681----------
------Electronic Mail: rmartin@amelectricpr.com----------

------Javier Acosta Martín----------
------PO Box 6534----------
------Mayaguez, PR 00681----------
------Electronic Mail: jacosta@amelectricpr.com----------

------Carlos D. Acosta Martín----------
------PO Box 6534----------
------Mayaguez, PR 00681----------
------Electronic Mail: cacosta@mpl-pr.com----------

------Ramonita Martín Vélez----------
------PO Box 6534----------
------Mayaguez, PR 00681----------
------Electronic Mail: racosta@accurateworks.com----------

------TO BUYER:----------
------PR INVESTCO LLC----------
-------733 Third Avenue----------
-------New York, NY 10017----------
------Attention: Eileen Sawyer----------
-----Electronic Mail: roberto.ruiz@ccgc.com.do----------

------TO THE BROKER:----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920----------
------Attention: José Enrique Pérez Cruz----------
-----Electronic Mail: passportre@gmail.com----------

-----2.13. Sellers represent and warrant to Buyer that, to the best of Sellers' knowledge, in the PROPERTY there are no toxic, dangerous, contaminated or contaminating substances, and that the PROPERTY has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----2.14. The appearing parties acknowledge that the Broker, mister José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the subject of this Option. The fees to Mr. Pérez Cruz

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and his associates, if any, for said service will be the responsibility of Buyer and paid simultaneously with the execution of the Purchase-Sale Deed, only if the Option is exercised by Buyer and Buyer buys the PROPERTY pursuant to the Option. Said fees will amount to FIFTY THOUSAND DOLLARS ($50,000), equivalent to five percent (5%) of the purchase-sale price of the PROPERTY.----------

-----2.15. The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed.----------

-----2.16. In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgement or judicial order, then and in that event the rest of this public deed will continue in full force and effect.

-----2.17. During the Term, Buyer and its employees, agents and/or contractors are authorized to enter the PROPERTY to make studies, identify boundaries, take measurements and make inspections, during business days and hours, and the persons entering the PROPERTY pursuant to this authorization will be responsible for the damages suffered or caused by them in the PROPERTY. Every employee who enters the PROPERTY pursuant to this authorization will be insured by a valid policy of the Puerto Rico State Insurance Fund, and, if applicable, of the "Chauffers' Insurance" or "Seguro Choferil". In addition, Buyer will have in place, during the term of the Option, a public liability insurance policy covering damages caused or suffered in the PROPERTY by the persons who enter it pursuant to this authorization, with a minimum coverage of ONE MILLION DOLLARS ($1,000,000)

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per occurrence. Sellers will appear as co-insured in the policy, together with Buyer.----------

-----2.18. During the Term, Buyer is authorized to seek the approvals, permits and endorsements necessary for the development in the PROPERTY of a residential, recreational and tourism project, or of part of a residential, recreational and tourism project, provided the existing DTS zoning of the PROPERTY is not changed, and that such approvals, permits and endorsements (i) comply with the requirements of the existing DTS zoning of the PROPERTY; and (ii) do not negatively affect and/or diminish the value or quality of the PROPERTY. Sellers hereby commit to confirm this authorization in writing if required by Buyer, for presentation to the corresponding public or governmental agencies and entities. If the PROPERTY is not purchased by Buyer, all approvals, permits and endorsements obtained by Buyer for the PROPERTY pursuant to the aforesaid authorization will be transferred and assigned by Buyer to Sellers at the end of the Term, at no cost to Sellers.----------

-----2.19. The PROPERTY may not be altered during the Term, except only if specifically authorized in advance, in writing, by Sellers and Buyer.----------

-----2.20. The Option is not transferable by Sellers. Conversely, Buyer is authorized to transfer or assign this agreement and all its rights and obligations hereunder, at the sole option and discretion of Buyer to any entity affiliated to or assigned by Buyer.----------

---**THIRD:** Additional Documentation. The parties hereto agree to execute and deliver any additional instruments and

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documents that may be necessary to record the transaction contemplated in this deed in the Registry of the Property of Puerto Rico. Any costs and expenses, including attorneys' fees, incurred in connection with the execution of any additional instruments and documents shall be for the account of the Buyer. ----------

---**FOURTH:** Request to the Registrar. The Honorable Registrar of the Property of Puerto Rico is respectfully requested to record in the Registry of the Property of Puerto Rico the Option, as set forth in this deed.----------

---**FIFTH:** If Buyer does not purchase the PROPERTY pursuant to the Option, Buyer will, within thirty (30) consecutive calendar days after the end of the Term, at Buyer's cost and expense, (i) cancel the lien or encumbrance on the PROPERTY created by the Option; and (ii) file for recordation in the Registry of the Property of Puerto Rico any and all documents needed for the recording of said cancellation in the Registry of the Property. If the appearance of Sellers is required in said cancellation, Sellers will appear therein.----------

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R.D.A.

----------**ACCEPTANCE AND WARNINGS**----------

---The appearing parties to this deed accept the same as drafted because it has been drawn up in accordance with their stipulations, terms and conditions. I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this deed and they were fully advised by me thereon. Specifically, I advised them of the following:----------

-----(a) That any liens or encumbrances affecting title to the PROPERTY that may be filed for recordation prior to the filing

of this deed may be legally binding and could take precedence over this deed.----------

-----(b) It is advisable to verify the status of liens and encumbrances on the PROPERTY as they may appear from the Registry of the Property of Puerto Rico on the date hereof and of the adverse consequences which may result from the failure to do so. To this effect, the appearing parties have been warned and advised by the subscribing Notary Public about the following: (i) that the digital system of recordation of the Digital Registry of Immovable Property of the Commonwealth of Puerto Rico provides Access to the Electronic Diary of Daily Operations, the Electronic Book of Recordations, and the Single Book of Liens ("Libro Unico de Embargos") twenty four (24) hours a day, seven (7) days a week for both inquiries and filings which may affect the registration or rights under this deed; (ii) that said electronic books have been reviewed up to the date of the title search prepared for this transaction; and (iii) that the authorizing Notary Public has not consulted the Registry of the Property of Puerto Rico in any way whatsoever after the date of the aforementioned title search, to all of which the appearing parties give their acceptance and compliance, being fully aware of its consequences.----------

-----(c) That this deed was prepared in accordance with a title search (the "Title Search"), prepared by **Capital Title Services, Inc.**, an entity engaged in such business, and not by the undersigned Notary. The aforementioned Title Search is dated November four (4), two thousand twenty two (2022).----------

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-----(d) The appearing parties accept the Title Search and are satisfied with the contents thereof. Consequently, the appearing parties release the Notary from any responsibility due to errors or omissions in said Title Search and/or due to any changes in the title to the PROPERTY or in its liens and encumbrances that might occur between the date of the Title Search and the date this deed is presented to the Registry of the Property of Puerto Rico for registration.----------

-----(e) The necessity and convenience of obtaining a negative certification of debt from the Municipal Revenue Collection Center tax rolls (CRIM – Centro de Recaudaciones de Ingresos Municipales) regarding the PROPERTY.----------

-----(f) This deed must be recorded in the appropriate Section of the Registry of the Property of Puerto Rico in order to bind all rights herein to third-parties.----------

---The appearing parties waived the right which I advised them they had to have witnesses to the execution of this deed; but, upon my advice, made use of their right to read the same, and, finding it drafted to their entire satisfaction, having been advised by me, the Notary, of the pertinent legal warnings and reservations, acknowledging that they have understood this deed in all its parts, fully ratify and confirm the statements contained herein as the true and exact embodiment of their stipulations, terms, and conditions, proceed to sign before me, and to affix their initials on each folio of the same.----------

---And I, the Notary, do hereby CERTIFY AND ATTEST as to my personal knowledge or identification of the appearing parties and as to their personal circumstances, in accordance with their statements, as well as to all other things herein

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contained.----------

---I, the Notary, CERTIFY AND GIVE FAITH.----------





G.O.F.R.

TDA

MORELL • CARTAGENA • DAPENA

JORGE ANTONIO MORALES CORDERO

Plaza 273 Suite 700
273 Ponce de León
San Juan, PR 00917-1934
787-723-1233; 787-729-1974
jorge.morales@mbcdlaw.com

CERTIFIED COPY OF DEED NUMBER SEVEN (7)

PURCHASE AND SALE

EXECUTED IN MAYAGÜEZ, PUERTO RICO
ON MAY 24, 2023

BEFORE:

JORGE ANTONIO MORALES CORDERO

BY:

HARRY OLIVIERI SANTIAGO, MARÍA DE LOS ÁNGELES PALMER COLÓN, MARÍA VICTORIA TAMARIZ VARGAS, HILDA MARITZA TAMARIZ VARGAS, CELIA IVONNE TAMARIZ VARGAS, AND PATRICIA TAMARIZ VARGAS

("SELLERS")

AND

CABO ROJO LAND ACQUISITION LLC

("BUYER")

----------**DEED NUMBER SEVEN (7)** ----------

----------**PURCHASE AND SALE** ----------

---In Mayagüez, Puerto Rico, on this twenty-fourth (24th) day of May, two thousand twenty-three (2023). ----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with residence and offices in San Juan, Puerto Rico.----------

---------- **APPEAR:** ----------

---**AS THE PARTY OF THE FIRST PART:** (i) **HARRY OLIVIERI SANTIAGO,** of legal age, single, property owner and resident of Adjuntas, Puerto Rico (hereinafter referred to as "Harry"); (ii) **MARÍA DE LOS ÁNGELES PALMER COLÓN**, of legal age, single, property owner and resident of Aibonito, Puerto Rico (hereinafter referred to as "Angie" and, jointly with Harry, as "Olivieri-Palmer"); (iii) **MARÍA VICTORIA TAMARIZ VARGAS**, of legal age, married to Abimael Santiago Morales, property owner and resident of Juana Díaz, Puerto Rico (hereinafter referred to as "María Victoria"); (iv) **HILDA MARITZA TAMARIZ VARGAS**, of legal age, single, property owner and resident of Cabo Rojo, Puerto Rico (hereinafter referred to as "Hilda"); (v) **CELIA IVONNE TAMARIZ VARGAS**, of legal age, married to Alexis Delfín Delgado Acosta, property owner and resident of Hormigueros, Puerto Rico (hereinafter referred to as "Celia"); and (vi) **PATRICIA TAMARIZ VARGAS**, of legal age, single, property owner and resident of Sabana Grande, Puerto Rico (hereinafter referred to as "Patricia"). Olivieri-Palmer, María Victoria, Hilda, Celia and Patricia shall hereinafter collectively referred to as "SELLERS". ----------

---**AS THE PARTY OF THE SECOND PART: CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "BUYER"), a limited liability company organized, existing and in good standing in accordance

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with the laws of Puerto Rico, represented herein by its Authorized Representative, GLADYS OMAYRA FONTÁNEZ REYES, who is of legal age, single, attorney at law and resident of San Juan, Puerto Rico, whose authority to represent BUYER in this public deed arises from a Certificate of Resolution of BUYER signed by Eileen Sawyer, in her capacity of Manager of BUYER, on May seventeen (17), two thousand twenty-three (2023), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engine of the Department of State of the State of New York. I further certify that I have examined the original of the aforesaid Certificate of Resolution of Cabo Rojo Land Acquisition LLC, and that, in my opinion, it is adequate and sufficient, and complies with all legal requirements needed to authorize Ms. Fontánez Reyes to appear herein on behalf of BUYER. ----------



---**AS THE PARTY OF THE THIRD PART: JOSÉ ENRIQUE PÉREZ CRUZ**, also known as José E. Pérez (hereinafter referred to as the "BROKER"), who is of legal age, married, real estate broker and resident of Bayamón, Puerto Rico.----------

---I hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective age, civil status, occupation and residence. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily,----------

----------**STATE AND AGREE**----------

---**FIRST:** SELLERS are the sole owners of fee simple title ("*pleno dominio*") and have the possession of the parcel of land described in the Spanish language as follows (hereinafter, the "Property"): ----------

---**"RUSTICA:** Parcela número cuarenta y dos (42), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO (5) cuerdas, equivalentes a una (1)

hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas, y en lindes por el NORTE, con el Mar Caribe; por el SUR, con la parcela número cuarenta y uno (41) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número setenta y cuatro (74) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número setenta y dos (72) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela." ----------

---The Property is identified in the Registry of Property of Puerto Rico (the "Registry") as property number 18,700, recorded at page 49 of volume 508 of Cabo Rojo, San Germán section of the Registry.----------

---The tax identification number ("*número de catastro*") assigned to the Property by the Municipal Revenue Collection Center ("CRIM") is 402-000-004-64-000. ----------

---The Property was acquired by SELLERS as follows:----------

-----1.1. Olivieri-Palmer acquired a fifty percent (50%) participation in the Property through Deed Number Twelve (12), of purchase and sale, executed in Aibonito, Puerto Rico, on June six (6), nineteen hundred ninety-three (1993), before Notary Juan Antonio Núñez García, recorded at page 211 of volume 779 of Cabo Rojo, Section of San Germán of the Registry, fourth (4th) inscription. ----------

-----1.2. María Victoria, Hilda, Celia and Patricia acquired a fifty percent (50%) participation in the Property, on a common, undivided basis (*común proindiviso*) by virtue of a donation made by Diego Antonio Tamariz Valderrama, pursuant to Deed Number Twenty-Six (26), executed in Mayaguez, Puerto Rico, on March ten (10), two thousand six (2006), before Notary José Clemente González Ortiz (the "Donation"), filed and pending recordation at the San Germán section of the Registry under entry number 2023-058706-SG01. ----------

----------**LIENS AND ENCUMBRANCES** ----------

---By its origin, the Property is free and clear of liens and encumbrances.

---By itself, the Property is subject to the following liens and encumbrances: ----------

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-----A) Right of way easement recorded at page 1 of volume 508 of Cabo Rojo, Section of San Germán of the Registry. ----------

-----B) Restrictive Covenants of Edification and Use, for a term of ten (10) years, constituted pursuant to Deed number four hundred seventy-two (472), executed in Mayaguez, Puerto Rico, on September twenty-five (25), nineteen hundred ninety (1990), before Notary Roberto M. García Rullán, recorded at marginal note 1.1 of page 49 of volume 508 of Cabo Rojo, Section of San Germán of the Registry, property number eighteen thousand seven hundred (18,700). ----------

-----C) Annotation of Embargo (the "Embargo A"), dated April six (6) two thousand seventeen (2017), under writ issued by the Aibonito part of the Puerto Rico Court of First Instance in connection with Civil Case number "BCD" two thousand three dash zero two zero one (BCD 2003-0201). Embargo A was annotated on May twenty-four (24), two thousand twenty (2020), as inscription A under the Karibe volume of Cabo Rojo, Section of San Germán of the Registry. The cancellation of Embargo A as an expired lien has been requested by a Petition to the Registrar executed on November eight (8), two thousand twenty-two (2022), which is filed and pending recordation at entry 2022-144907-SG01 of the Karibe system. ----------

-----D) Annotation of Embargo ("Embargo B") dated January twenty (20), two thousand twenty-three (2023), under writ issued by the Aibonito part of the Puerto Rico Court of First Instance in connection with Civil Case number "BCD" two thousand three dash zero two zero one (BCD 2003-0201), filed for recordation on January twenty-six (26), two thousand twenty-three (2023) at entry 2023-009277-SG01 of the Karibe system. ----------

---The parties hereto have agreed that from the portion of the Purchase Price that corresponds to Olivieri-Palmer, the necessary proceeds will be withheld and paid to the plaintiff-creditor of Embargo B. The legal

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representation of said creditor has delivered to the parties hereto an acknowledgement of receipt of payment in full of the amounts deemed necessary for the cancellation of Embargo B. Furthermore, said legal representation has delivered to all parties hereto a written commitment letter pursuant to which he agrees to, promptly after the execution of this deed, request the court to issue an order and writ for the cancellation of Embargo B, all of which is to the reasonable satisfaction of BUYER and its legal counsel. ----------

---**SECOND:** On January thirty-one (31), two thousand twenty-three (2023), SELLER granted to BUYER's affiliate, PR INVESTCO LLC ("PR Investco"), an option to purchase the Property, pursuant to an Option Agreement (the "Option Agreement") executed on said date. The parties hereto acknowledge and agree that PR Investco has assigned to BUYER all of its rights and obligations under the Option Agreement, under the terms of an *Assignment and Assumption of Rights under Option Agreement* executed on even date herewith, and that BUYER is the permitted assignee and successor of PR Investco thereunder. ----------

----------**PURCHASE AND SALE**----------

---**THIRD:** In accordance with the Option Agreement, SELLERS hereby sell, convey and transfer fee simple title ("*pleno dominio*") to the Property and the possession thereof to BUYER, and BUYER hereby purchases from SELLERS fee simple title ("*pleno dominio*") to the Property and the possession thereof, in accordance with the following ---

----------**TERMS AND CONDITIONS**----------

-----One: The purchase price of the Property is the lump sum of **ONE MILLION TWENTY-FIVE THOUSAND DOLLARS ($1,025,000)** (hereinafter the "Purchase Price"). The Purchase Price is not subject or conditioned to an appraisal report or survey, and SELLERS shall have no obligation to adjust or reduce the Purchase Price as a result of any appraisal report(s) or survey(s) obtained by BUYER or anybody else. ---

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-----Two: The Purchase Price has been paid as follows: ----------

----------A. The sum of FIFTY-ONE THOUSAND TWO HUNDRED FIFTY DOLLARS ($51,250.00) was paid to Title Security Group LLC, as escrow agent, simultaneously with the execution of the Option Agreement, and said sum has been paid by Title Security Group LLC to SELLERS simultaneously with the execution of this deed. SELLERS hereby acknowledge receipt of said sum in form and substance acceptable to SELLERS.----------

----------B. The sum of NINE HUNDRED SEVENTY-THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($973,750.00) has been paid by BUYER to SELLERS simultaneously with the execution of this public deed, and SELLERS hereby acknowledge receipt thereof in form and substance acceptable to SELLERS.----------

-----Three: The BUYER shall be entitled to the immediate possession of the Property, without any additional formality, document or request. -----

-----Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of SELLERS and, thereafter, for the account of BUYER. ----

-----Five: SELLERS hereby deliver to BUYER fee simple title to the Property, vacant, and free and clear of all liens, encumbrances or defects, including without limitation, Embargo A, and subject only to the restrictive covenants and right of way easement stated in paragraph FIRST of this public deed, and to Embargo B, which will be promptly cancelled following the date hereof as described above.----------

-----Six: BUYER specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) SELLERS hereby sell and BUYER hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) BUYER is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from SELLERS or

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any of SELLERS' agents, employees, members, representatives, attorneys or brokers (each such party a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by SELLERS to BUYER (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof, its facilities, soils, geology, and groundwater; (b) the dimensions, area, and size of the Property; (c) the development or income potential, or rights of or relating to the Property or the adequacy of the Property for any particular purpose, (d) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of BUYER or any other person to obtain any necessary governmental approvals, licenses, or permits for BUYER's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters regarding the operation of the Property. BUYER expressly acknowledges and agrees that BUYER is not relying on any representation or warranty of SELLERS or any Seller Affiliate, whether implied, presumed or expressly provided at law or otherwise, arising by virtue of any statute, common law, or other legally binding right or remedy in favor of BUYER. BUYER further acknowledges and agrees that SELLERS are under no duty to make any inquiry regarding any

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matter that may or may not be known to SELLERS or any Seller Affiliate. Upon execution of this public deed, BUYER shall assume the risk of adverse matters relating to adverse investigations, and BUYER, upon execution of this public deed, shall be deemed to have waived, relinquished and released SELLERS and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which BUYER might have asserted or alleged or may assert or allege in the future against SELLERS or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution of this public deed. ----------



-----Seven: The notarial fees, stamps on the original, stamps on the first certified copy, filing and recording rights of this public deed at the Registry will be paid by BUYER.----------

-----Eight: This public deed will be interpreted and governed in accordance with the laws of the Commonwealth of Puerto Rico. The appearing parties submit themselves to the exclusive jurisdiction of the Court of First Instance of the Commonwealth of Puerto Rico in the event of any litigation arising out of this public deed.----------

-----Nine: All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

---------TO SELLERS: ----------

----------Mr. Harry Olivieri Santiago----------
----------Box 1113----------
----------Adjuntas, PR 00601 ----------
----------e-mail: olipacorse@live.com----------

----------Mrs. María de los Ángeles Palmer Colón----------
----------219 Calle Degetau Norte ----------
----------Aibonito, PR 00601 ----------

----------Mrs. María Victoria Tamariz Vargas ----------
----------Mansiones de Paseo de Reyes # 106----------
----------Calle Reina Isabel ----------
----------Juana Díaz, PR 00795----------
----------e-mail: pamelabe9@gmail.com----------

----------Mrs. Hilda Maritza Tamariz Vargas ----------
----------155 Arrecife ----------
----------Urbanización Alturas del Mar ----------
----------Cabo Rojo, PR 00623 ----------
----------e-mail: h_tamariz@hotmail.com ----------

----------Mrs. Celia Ivonne Tamariz Vargas ----------
----------Calle Estancia 724----------
----------Haciendas Constancia----------
----------Hormigueros, PR 00660 ----------
----------e-mail: ctamariz2009@gmail.com ----------

----------Mrs. Patricia Tamariz Vargas----------
----------# 115 Estancias de Villa Alba----------
----------Sabana Grande, PR 00637----------
----------e-mail: patricia_tamariz@outlook.com----------

----------TO BUYER:----------

----------CABO ROJO LAND ACQUISITION LLC----------
----------733 Third Avenue ----------
----------New York, NY 10017----------
----------Attention: Eileen Sawyer ----------
----------Electronic Mail: roberto.ruiz@ccgc.com.do----------
---
----------TO BROKER:----------
----------Calle Cádiz 1218----------
----------Puerto Nuevo----------
----------San Juan, PR 00920 ----------
----------Attention: José Enrique Pérez Cruz----------
----------Electronic Mail: passportre@gmail.com ----------

-----Ten: SELLERS represent and warrant to BUYER that, to the best of SELLERS' knowledge, but with no specific inquiry or investigation, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that, to the best of SELLERS' knowledge, but with no specific inquiry or investigation, the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances. EXCEPT FOR THE FOREGOING REPRESENTATION, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS PUBLIC DEED, BUYER ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER BY

JORGE A. MORALES CORDERO
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SELLERS OR ANY AGENT, OFFICER, EMPLOYEE OR REPRESENTATIVE THEREOF REGARDING THE PROPERTY. BUYER HEREBY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS SALE IS MADE WITHOUT REPRESENTATION, COVENANT OR WARRANTY OF ANY KIND (WHETHER EXPRESS, IMPLIED OR STATUTORY) BY SELLERS. ----------

-----Eleven: The appearing parties acknowledge that the BROKER, José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy-eight (10,478), alone or in association with other broker(s), has acted as real estate broker representing BUYER in the transaction which is the subject of this purchase and sale deed. The fees to Mr. Pérez Cruz and his associate(s), if any, for said service are the responsibility of BUYER and have been paid by BUYER to the BROKER simultaneously with the execution of this public deed. Said fees amount to FIFTY-ONE THOUSAND TWO HUNDRED FIFTY DOLLARS ($51,250.00), equivalent to five per cent (5%) of the Purchase Price, and BROKER hereby acknowledges receipt thereof by BUYER in form and substance acceptable to BROKER. ----------

-----Twelve: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed. ----------

-----Thirteen: In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the remaining provisions of this public deed will continue in full force and effect.----------

-----Fourteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver such documents or instruments, public or private, which may be necessary and/or required to correct any omission or matter that may

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need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any correction deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of BUYER, except that each party shall bear the fees of their respective counsel.----------

---**THIRD:** The Notary advises BUYER as to the importance of filing the corresponding property tax exemption and/or Change of Ownership Applications before the CRIM, and to obtain, prior to the execution of this deed, a certification indicating whether any sums related to property taxes are owed by SELLERS. Pursuant to applicable law, BUYER is responsible for filing at the CRIM the corresponding application for property tax exemption and /or change of ownership, within thirty (30) days from the execution hereof. BUYER hereby declares that it is fully aware of the aforementioned obligations and releases the subscribing Notary from this responsibility. ----------

----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed as drafted, to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ----------

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstract was prepared by Capital Title Services Inc., and dated May three (3), two thousand

twenty-three (2023);----------

-----(c) that after the date of such title abstract and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry as of the date of the title abstract.----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification; ----------

-----(e) of the right of the BUYER to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.;----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property;----------

-----(h) of the importance of recording a copy of this Deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this Deed is not recorded at the Registry; ----------

-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property;----------

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-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations;----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its contents.----------

-----(l) of the need and consequences to the SELLER of filing the *Planilla Informativas Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles* with the Puerto Rico Treasury Department; and----------

-----(m) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et seq.*, is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Seller, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the seller and its agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed.----------

----------**READING, ACCEPTANCE AND EXECUTION** ----------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the

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execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their initials on each page thereof. ----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

---Signed, sealed, marked and flourished by the authorizing Notary, Jorge Antonio Morales Cordero. ----------

---Therein also appear the signature of the appearing parties and their initials on the margin of each page. The corresponding internal revenue stamps, legal assistant stamps and the notarial tax stamp are adhered thereon. ----------

---I, the Notary, CERTIFY that the foregoing is a true and exact copy of Deed Number Seven (7), which contains fourteen (14) pages (folios), the original of which forms part of my protocol of public instruments for the year two thousand twenty-three (2023). ----------

---IN WITNESS WHEREOF, and to deliver to Cabo Rojo Land Acquisition LLC, I issue the first certified copy, which I sign, seal, mark and flourish in San Juan, Puerto Rico, on May twenty-four (24), two thousand twenty-three (2023). ----------

JORGE A. MORALES CORDERO
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JORGE A. MORALES CORDERO
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_____
NOTARY







DEPARTAMENTO *de* JUSTICIA
ESTADO LIBRE ASOCIADO DE PUERTO RICO

CERTIFICACIÓN DEL NOTARIO QUE PRESENTA DOCUMENTO EN EL REGISTRO DE LA PROPIEDAD INMOBILIARIA DE PUERTO RICO POR LA VÍA TELEMÁTICA

CERTIFICO: Que la copia en formato PDF de la Escritura Núm. Siete (7) sobre "Purchase and Sale", autorizada por mí en Mayagüez, Puerto Rico, el veinticuatro (24) de mayo de dos mil veintitrés (2023), que estoy presentando en esta fecha en el Registro de la Propiedad, es una copia fiel y exacta de la copia certificada de dicha escritura.

En San Juan, Puerto Rico, hoy veinticinco (25) de mayo de dos mil veintitrés (2023).

JORGE A. MORALES CORDERO
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Notario

MORELL • CARTAGENA • DAPENA

JORGE ANTONIO MORALES CORDERO

Plaza 273 Suite 700
273 Ponce de León
San Juan, PR 00917-1934
787-723-1233; 787-729-1974
jorge.morales@mbcdlaw.com

CERTIFIED COPY OF DEED NUMBER ONE (1)

PURCHASE AND SALE

EXECUTED IN SAN JUAN, PUERTO RICO
ON JANUARY 10, 2024

BEFORE:

JORGE ANTONIO MORALES CORDERO

BY:

TEODORO FELIPE ALFONZO TOLEDO
GISELA DEL ROSARIO CORDERO SOTO

("SELLERS")

AND

CABO ROJO LAND ACQUISITION LLC

("BUYER")

---Comienza el primer tomo de mi protocolo de instrumentos públicos para el año dos mil veinticuatro (2024), hoy diez (10) de enero de dos mil veinticuatro (2024. ----------

NOTARIO

----------**DEED NUMBER ONE (1)** ----------

----------**PURCHASE AND SALE** ----------

---In San Juan, Puerto Rico, on this tenth (10th) day of January, two thousand twenty-four (2024) ----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with offices and residence in San Juan, Puerto Rico,----------

----------**APPEAR**----------

---AS THE PARTY OF THE FIRST PART: **TEODORO FELIPE ALFONZO TOLEDO**, also known as Teodoro Felipe Alfonso Toledo and Teodoro Alfonso Toledo, of legal age, single, property owner and resident of Isabela, Puerto Rico (hereinafter, "Teodoro") ----------

---AS THE PARTY OF THE SECOND PART: **GISELA DEL ROSARIO CORDERO SOTO**, also known as Gisela Cordero Soto, of legal age, single, property owner and resident of Camuy, Puerto Rico (hereinafter, "Gisela"). ----------

---Teodoro and Gisela will be sometimes referred jointly as, "Sellers." --

---AS THE PARTY OF THE THIRD PART: **CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of Puerto Rico, represented herein by its Authorized Representative, Gladys Omayra Fontánez Reyes, who is of legal age,

single, attorney-at-law and resident of San Juan, Puerto Rico, and whose authority to represent Buyer in this public deed arises from the Certificate of Resolution of Buyer, signed by Eileen Sawyer, as Manager of Buyer, on November six (6), two thousand twenty-three (2023), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engines of the Department of State and the Office of Information Technology Services of the State of New York. I further certify that I have examined the original of the aforesaid Certificate of Resolution of Cabo Rojo Land Acquisition LLC, and that, in my opinion, it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law to authorize Ms. Fontánez Reyes to appear herein on behalf of Buyer. ------

---I, the Notary, do hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily ----------

----------**STATE AND AGREE**----------

---**FIRST:** Sellers are the owners in fee simple title ("*pleno dominio*"), and have the possession of the parcels of land described in the Spanish language as follows (hereinafter jointly referred to as, the "Property"): --

----------**PARCEL A**----------

---***"RUSTICA:*** *Parcela número ciento ocho (108) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas y en lindes: por el* ***NORTE****, con la parcela número ciento seis (106) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el* ***SUR****, con la parcela número ciento doce (112) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el* ***ESTE****, con la parcela número ciento siete (107) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el* ***OESTE****, con la parcela número sesenta y uno (61) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela.* ------

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---Parcel A is recorded at page 1 of volume 511 of Cabo Rojo, property number 18,842, Section of San Germán of the Registry of Property of Puerto Rico (the "Registry"). ----------

---Parcel A was acquired by Sellers, while being married to each other, pursuant to Deed Number Five (5), executed in Hatillo, Puerto Rico, on April twenty-seven (27), two thousand seven (2007), before Notary Myrta Estrella Nieves Blas, recorded at page 217 overleaf of volume 856 of Cabo Rojo, sixth (6th) inscription. The matrimony of Teodoro and Gisela was terminated and dissolved pursuant to a judgment issued on September twenty-nine (29), two thousand sixteen (2016) by the Puerto Rico Court of First Instance, Aguadilla Superior Part, under Case Number A DI2016-0358. Therefore, Teodoro and Gisela appear herein to sell, convey and transfer to Buyer their undivided participations in Parcel A. ----------

---The tax identification number ("*número de catastro*") assigned by the Municipal Revenue Collection Center ("CRIM") to Parcel A is 379-089-327-78-000.----------

---Parcel A is subject to the following liens and/or encumbrances: --------

---By its origin, Parcel A is free and clear of liens and encumbrances.----

---By itself, Parcel A is subject to: ----------

-----A) Restrictive Conditions constituted by Deed Number Seventy-Four (74), executed in Mayagüez, Puerto Rico, on November twenty (20), nineteen hundred seventy-four (1974), before Notary Juan Jesús Ramírez Rivera, recorded at page 1 of volume 511 of Cabo Rojo, Section of San Germán of the Registry, first (1st) inscription. ----------

-----B) Restrictive Covenants (*Servidumbres en Equidad*) constituted by Deed Number One Hundred Thirty-Three (133), executed in Mayagüez, Puerto Rico, on November twenty (20), two thousand three (2003), before Notary Luis Roberto Santos, recorded at the Public and Private Dossier ("*Legajo Público y Privado*") 12/2004 of Cabo Rojo, Section of

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San Germán of the Registry, recorded at page 217 of volume 856 of Cabo Rojo, third (3rd) inscription. ----------

---The Restrictive Conditions and Covenants described in A) and B) above, will be hereinafter referred to as, "Permitted Encumbrances".-----

-----C) Mortgage (the "Mortgage") to secure a promissory note in the principal sum of Five Hundred Fifty Thousand Dollars ($550,000), payable to Banco Popular de Puerto Rico or its order, with annual interest at the prime rate, payable on demand, constituted pursuant to Deed Number One Hundred Nineteen (119), executed in Hatillo, Puerto Rico, on April twenty seven (27), two thousand seven (2007), before Notary José Luis Báez Rivera, rectified by Deed Number Thirty-Four (34), executed in San Juan, Puerto Rico, on April twenty seven (27), two thousand nine (2009) before Notary José Luis Báez Rivera, recorded at the overleaf of page 217 of volume 856 of Cabo Rojo, Section of San Germán of the Registry, seventh (7th) and last inscription. ----------

---The Mortgage has been cancelled pursuant to Deed Number Three (3), of *Cancellation of Mortgage Note*, executed in San Juan, Puerto Rico on January ten (10) two thousand twenty-four (2023) before Notary Eric Milán Barreto, which will be filed at the Registry concurrently with the presentation of this Deed. ----------

----------**PARCEL B**----------

---"***RUSTICA:*** *Parcela número ciento trece (113) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas y en lindes: por el NORTE, con la parcela número ciento siete (107) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número ciento cuatro (104) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la sucesión Morales Díaz; y por el OESTE, con la parcela número ciento doce (112) y servidumbre de paso de diez (10) metros de ancho de los cuales cinco (5) pertenecen a esta parcela.*" ----------

---Parcel B is recorded at page 31 of volume 511 of Cabo Rojo, property number 18,847, Section of San Germán of the Registry. ----------

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---Parcel B was acquired by Sellers, while being married to each other, pursuant to Deed Number Five (5), executed in Hatillo, Puerto Rico, on April twenty-seven (27), two thousand seven (2007), before Notary Myrta Estrella Nieves Blas, recorded at page 133 overleaf of volume 843 of Cabo Rojo, sixth (6th) inscription. The matrimony of Teodoro and Gisela was terminated and dissolved pursuant to a judgment issued on September twenty-nine (29), two thousand sixteen (2016) by the Puerto Rico Court of First Instance, Aguadilla Superior Part, under Case Number A DI2016-0358. Therefore, Teodoro and Gisela appear herein to sell, convey and transfer to Buyer their undivided participations in Parcel B.----------

---The tax identification number ("*número de catastro*") assigned by the Municipal Revenue Collection Center ("CRIM") to Parcel A is 379-099-327-81-000.----------

---Parcel B is subject to the following liens and/or encumbrances: --------

---By its origin, Parcel B is free and clear of liens and encumbrances.----

---By itself, Parcel B is subject to: ----------

-----A) Restrictive Covenants (*Servidumbres en Equidad*) constituted by Deed Number One Hundred Thirty-Three (133), executed in Mayagüez, Puerto Rico, on November twenty (20), two thousand three (2003), before Notary Luis Roberto Santos, recorded at the Public and Private Dossier ("*Legajo Público y Privado*") 12/2004 of Cabo Rojo, Section of San Germán of the Registry, recorded at page 133 of volume 843 of Cabo Rojo, third (3rd) inscription. ----------

-----B) Mortgage (the "Mortgage") to secure a promissory note in the principal sum of Five Hundred Fifty Thousand Dollars ($550,000), payable to Banco Popular de Puerto Rico or its order, with annual interest at the prime rate, payable on demand, constituted pursuant to Deed Number One Hundred Eighteen (118), executed in Hatillo, Puerto Rico, on April twenty seven (27), two thousand seven (2007), before Notary

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José Luis Báez Rivera, rectified by Deed Number Thirty-Four (34), executed in San Juan, Puerto Rico, on April twenty seven (27), two thousand nine (2009) before Notary José Luis Báez Rivera, recorded at the overleaf of page 134 overleaf of volume 843 of Cabo Rojo, Section of San Germán of the Registry, seventh (7th) and last inscription. ---------

---The Mortgage has been cancelled pursuant to Deed Number Four (4), of *Cancellation of Mortgage Note*, executed in San Juan, Puerto Rico on January ten (10), two thousand twenty-four (2023) before Notary Eric Milán Barreto, which will be filed at the Registry concurrently with the presentation of this Deed. ----------

---The Restrictive Covenants described in A) above will also be considered a Permitted Encumbrance.----------



---**SECOND:** On October eighteen (18), two thousand twenty-two (2022), Sellers granted to Buyer's affiliate, PR Investco LLC ("PR Investco"), an option to purchase the Property, pursuant to Deed Number Twenty-One (21), of Option to Purchase Real Estate, executed in San Juan, Puerto Rico, before Notary María del Rosario Pujol Thompson (hereinafter, the "Deed of Option"). The term of the Option granted thereunder was extended by Deed Number Thirty-Nine (39), executed on July thirteen (13), two thousand twenty-three (2023) and Deed Number Forty-Six (46), executed on October thirty-one (31), two thousand twenty-three (2023), both before the aforementioned Notary, and was further extended by private instruments among Sellers, PR Investco and Buyer. The parties hereto acknowledge, confirm and agree that PR Investco has assigned to Buyer all of its rights and obligations under the Deed of Option, and that Buyer is the permitted assignee and successor of PR Investco thereunder.----------

----------**PURCHASE AND SALE**----------

---**THIRD:** Pursuant to the Deed of Option, Sellers hereby sell, convey and transfer fee simple title ("*pleno dominio*") to the Property and the

possession thereof to Buyer, and Buyer hereby purchases from Sellers fee simple title to the Property and the possession thereof, in accordance with the following ----------

----------**TERMS AND CONDITIONS**----------

-----One: The purchase price is the lump sum of **ONE MILLION SEVEN HUNDRED THOUSAND DOLLARS ($1,700,000)** (hereinafter, the "Purchase Price"). Of the Purchase Price, (i) the sum of ONE MILLION THREE HUNDRED THOUSAND DOLLARS ($1,300,000) corresponds to Parcel A; and (ii) the sum of FOUR HUNDRED THOUSAND DOLLARS ($400,000) corresponds to Parcel B.----------

-----Two: The Purchase Price is payable as follows: ----------

------(A) The sum of **ONE HUNDRED SEVENTY THOUSAND DOLLARS ($170,000)** was paid by Buyer to Sellers prior to the execution hereof, as security deposit under the Deed of Option, as amended and reinstated, which amount is being applied in its entirety to the Purchase Price. ----------

----------B. The sum of ONE MILLION FIVE HUNDRED THIRTY THOUSAND DOLLARS ($1,530,000) has been paid by Buyer to Sellers concurrently with the execution hereof, through manager's checks issued to the order of Sellers, and Sellers hereby acknowledge receipt thereof in form and substance acceptable to Buyer.----------

-----Three: Buyer shall be entitled to the immediate possession of the Property, without any additional formality, document or request. ---------

-----Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of Sellers and, thereafter, for the account of Buyer. ----------

-----Five: Sellers hereby deliver to Buyer fee simple title to the Property, vacant, and free and clear of all liens, encumbrances or defects, except for the Permitted Encumbrances.----------

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-----Six: Buyer specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) Sellers hereby sell and Buyer hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from Sellers or any of Sellers' agents, employees, members, representatives, attorneys or brokers (each such party, a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by Sellers to Buyer (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof, its facilities, soils, geology, and groundwater; (b) the dimensions, area, and size of the Property; (c) the development or income potential, or rights of or relating to the Property or the adequacy of the Property for any particular purpose, (d) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of Buyer or any other person to obtain any necessary governmental approvals, licenses, or permits for Buyer's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters regarding the operation of the Property. Buyer further acknowledges and agrees that

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Sellers are under no duty to make any inquiry regarding any matter that may or may not be known to Sellers or any Seller Affiliate. Upon execution of this public deed, Buyer shall assume the risk of adverse matters relating to adverse investigations, and Buyer, upon execution of this public deed, shall be deemed to have waived, relinquished and released Sellers and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which Buyer might have asserted or alleged or may assert or allege in the future against Sellers or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution of this deed. ----------

-----Seven: Sellers represent and warrant to Buyer that, to the best of Sellers' knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that, to the best of Sellers' knowledge, the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----Eight: The notarial fees, stamps on the original, stamps on the first certified copy, filing and recording rights of this Deed at the Registry will be paid by Buyer.----------

-----Nine: This Deed will be interpreted and governed in accordance with the laws of the Commonwealth of Puerto Rico. The appearing parties submit themselves to the exclusive jurisdiction of the Court of First Instance of the Commonwealth of Puerto Rico in the event of any litigation arising out of this Deed.----------

-----Ten: All notices to the parties pursuant to this Deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

----To SELLERS:----------

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------Teodoro Felipe Alfonzo Toledo ----------
------220 Urbanización Haciendas de Camuy ----------
------Camuy, PR 00627----------
------Electronic Mail: teodorydairy@gmail.com ----------

------Gisela Del Rosario Cordero Soto ----------
------220 Urbanización Haciendas de Camuy ----------
------Camuy, PR 00627----------
------Electronic Mail: giselacordero04@gmail.com ----------

------To BUYER:----------

------Cabo Rojo Land Acquisition LLC ----------
------733 Third Avenue ----------
------New York, NY 10017----------
------Attention: Eileen Sawyer----------
------Electronic Mail: roberto.ruiz@ccgc.com.do ----------

-----Eleven: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

-----Twelve: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the remaining provisions of this Deed will continue in full force and effect.----------

-----Thirteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver such documents or instruments, public or private, which may be necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any correction deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of Buyer, except that each party shall bear the fees of their respective counsel.----------

---**THIRD:** The Notary advises Buyer as to the importance of filing the corresponding property tax exemption and/or change of ownership Application before the CRIM, and to obtain, prior to the execution of this deed, a certification indicating whether any sums related to property

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taxes are owed by Sellers. Pursuant to applicable law, Buyer is responsible for filing at the CRIM the corresponding application for property tax exemption and /or change of ownership, within thirty (30) days from the date of execution hereof. Buyer hereby declares that it is fully aware of the aforementioned obligations and releases the undersigned Notary from this responsibility.----------

----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ---

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared relying on title abstracts prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstracts were prepared by Capital Title Services Inc. and are dated January nine (9), two thousand twenty-three (2023);----------

-----(c) that after the date of such title abstracts and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. The title abstracts are not a title insurance and reflect only the state of the Property in the Registry as of the date thereof.----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification; ----------

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-----(e) of the right of the Buyer to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.;----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property;----------

-----(h) of the importance of recording a copy of this deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this deed is not recorded at the Registry;----------

-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property;----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations;----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its contents.----------

-----(l) of the need and consequences to the Sellers of filing the *Planilla Informativas Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles* with the Puerto Rico Treasury Department; and----------

-----(m) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et*

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seq., is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Seller, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the seller and its agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed.----------

----------**READING, ACCEPTANCE AND EXECUTION** ----------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their initials on each page thereof.----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

JORGE A. MORALES CORDERO
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---Signed, sealed, marked and flourished by the authorizing Notary, Jorge Antonio Morales Cordero. ----------

---Therein also appear the signature of the appearing parties and their initials on the margin of each page. The corresponding internal revenue stamps, legal assistant stamps and the notarial tax stamp are adhered thereon. ----------

---I, the Notary, CERTIFY that the foregoing is a true and exact copy of Deed Number One (1), which contains thirteen (13) pages (*folios*), the original of which forms part of my protocol of public instruments for the year two thousand twenty-four (2024). ----------

---IN WITNESS WHEREOF, and to deliver to Cabo Rojo Land Acquisition LLC, I issue the first certified copy, which I sign, seal, mark and flourish in San Juan, Puerto Rico, on January first (1st), two thousand twenty-four (2024). ----------

JORGE A. MORALES CORDERO
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NOTARY







DEPARTAMENTO *de* JUSTICIA

ESTADO LIBRE ASOCIADO DE PUERTO RICO

CERTIFICACIÓN DEL NOTARIO QUE PRESENTA DOCUMENTO EN EL REGISTRO DE LA PROPIEDAD INMOBILIARIA DE PUERTO RICO POR LA VÍA TELEMÁTICA

CERTIFICO: Que la copia en formato PDF de la Escritura Núm. Uno (1) sobre "Purchase and Sale", autorizada por mí en San Juan el diez (10) de enero de dos mil veinticuatro (2024), que estoy presentando en esta fecha en el Registro de la Propiedad, es una copia fiel y exacta de la copia certificada de dicha escritura.

En San Juan, Puerto Rico, hoy diez (10) de enero de dos mil veinticuatro (2024).

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Notario

---I HEREBY CERTIFY, that the first certified copy of the present deed was issued in favor of Buyer, at the same date and place of the execution thereof. I ATTEST. ----------

NOTARY

----------**DEED NUMBER TWENTY-EIGHT (28)** ----------

----------**PURCHASE AND SALE** ----------

---In San Juan, Puerto Rico, on September twenty-nine (29), two thousand twenty-three (2023).----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with residence and offices in San Juan, Puerto Rico.----------

----------**APPEAR**----------

---**AS PARTY OF THE FIRST PART: TORRES ROSA CONSULTING ENGINEERS P.S.C.** (hereinafter, "Seller"), a professional services corporation organized, existing and in good standing under the laws of the Commonwealth of Puerto Rico, represented herein by its authorized officers (i) PULLY ALFONSO TORRES ORTIZ, of legal age, married, engineer, and resident of Guaynabo, Puerto Rico; and (ii) RAFAEL ROSA CASTRO, of legal age, married, engineer and resident of Caguas, Puerto Rico, whose authority to represent Seller in this Deed arises from a Certificate of Corporate Resolution of Seller, executed in San Juan by Rafael Rosa Castro, as Secretary of Seller, on September twenty-seven (27), two thousand twenty three (2023), under affidavit six thousand six hundred seventy nine (6,679) of Notary Jaime F. Rodríguez Ortiz. ----------

---I hereby certify that I have examined the aforesaid Certificate of Resolution and that it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law, to authorize Messrs. Torres-Ortiz and Rosa-Castro to appear herein on behalf of Seller. ----------

---**AS THE PARTY OF THE SECOND PART: CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "Buyer"), a limited liability company organized, existing and in good standing under the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, GLADYS OMAYRA FONTÁNEZ REYES,

who is of legal age, single, attorney at law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this Deed arises from a Certificate of Resolution of Buyer signed by Eileen Sawyer, as Manager of Buyer, on September twenty-one (21), two thousand twenty-three (2023), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engines of the Department of State and the Office of Information Technology Services of the State of New York. I further certify that I have examined the aforesaid Certificate of Resolution of Buyer and that it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law, to authorize Ms. Fontánez Reyes to appear herein on behalf of Buyer.----------

---I hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective age, civil status, occupation and residence. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily,----------

----------**STATE AND AGREE**----------

---**FIRST:** Seller is the sole owner in fee simple title ("*pleno dominio*") and have the possession of the parcel of land described in the Spanish language as follows (hereinafter, the "Property"):----------

---"***RUSTICA:*** *Parcela marcada con el número treinta y siete (37), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de veinte mil cuatrocientos setenta y uno punto setecientos cuarenta y un metros cuadrados (20,471.741 m.c.), equivalentes a cinco punto doscientas ocho (5.208) cuerdas. En lindes, por el NORTE, con servidumbre de paso de trece (13) metros de ancho a ser dedicada a uso público; por el SUR, con la parcela setenta y tres (73); por el ESTE, con la parcela veintinueve (29); y por el OESTE, con la parcela cuarenta y uno (41).*"----------

---The Property is identified in the Registry of Property of Puerto Rico (the "Registry") as property number 18,789, recorded at page 283 of volume 509 of Cabo Rojo, San Germán section of the Registry.----------

---The tax identification number ("*número de catastro*") assigned to the

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Property by the Municipal Revenues Collection Center ("CRIM") is 402-007-327-12-000. ----------

---The Property was acquired by Seller pursuant to Deed Number Twelve (12), executed in Cabo Rojo, Puerto Rico, on April thirty (30), two thousand ten (2010), before Notary Osvaldo Ortiz Medina, recorded at page 164 of volume 864 of Cabo Rojo, eighth (8th) inscription.----------

----------**LIENS AND ENCUMBRANCES** ----------

---By its origin and by itself, the Property is free and clear of liens and encumbrances.----------

---**SECOND:** On March twenty-four (24), two thousand twenty-three (2023), Seller granted to Buyer's affiliate, PR INVESTCO LLC ("PR Investco"), an option to purchase the Property, pursuant to Deed Number Twenty-One (21) of Option to Purchase Real Estate, executed in San Juan, Puerto Rico, before Notary María del Rosario Pujol Thompson (hereinafter, the "Deed of Option"). The parties hereto acknowledge and agree that PR Investco has assigned to Buyer all of its rights and obligations under the Deed of Option, and that Buyer is the permitted assignee and successor of PR Investco thereunder.----------

----------**PURCHASE AND SALE**----------

---**THIRD:** In accordance with the Deed of Option, Seller hereby sells, conveys and transfers fee simple title ("*pleno dominio*") to the Property and the possession thereof to Buyer, and Buyer hereby purchases from Seller fee simple title ("*pleno dominio*") to the Property and the possession thereof, in accordance with the following----------

----------**TERMS AND CONDITIONS**----------

-----One: The purchase price of the Property is the lump sum of **SEVEN HUNDRED SIXTY THOUSAND DOLLARS ($760,000)** (hereinafter the "Purchase Price"). The Purchase Price is not subject or conditioned to an appraisal report or survey, and Seller shall have no obligation to adjust or reduce the Purchase Price as a result of any appraisal report(s) or survey(s) obtained by Buyer or anybody else. ----------

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-----Two: The Purchase Price has been paid as follows: ----------

----------A. The sum of THIRTY-EIGHT THOUSAND DOLLARS ($38,000) was paid by Buyer to Seller simultaneously with the execution of the Deed of Option, which amount is being applied in its entirety to the Purchase Price.----------

----------B. The sum of SEVEN HUNDRED TWENTY-TWO THOUSAND DOLLARS ($722,000) has been paid by Buyer to Seller simultaneously with the execution hereof, and Seller hereby acknowledges receipt thereof. ----------

-----Three: Buyer shall be entitled to the immediate possession of the Property, without any additional formality, document or request. ---------

-----Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of Seller and, thereafter, for the account of Buyer.----------

-----Five: Seller hereby delivers to Buyer fee simple title to the Property, vacant, and free and clear of all liens, encumbrances or defects. ----------

-----Six: Buyer specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) Seller hereby sells and Buyer hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from Seller or any of Seller's agents, employees, members, representatives, attorneys or brokers (each such party, a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by Seller to Buyer (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof, its facilities, soils, geology, and groundwater; (b) the

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dimensions, area, and size of the Property; (c) the development or income potential, or rights of or relating to the Property or the adequacy of the Property for any particular purpose, (d) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of Buyer or any other person to obtain any necessary governmental approvals, licenses, or permits for Buyer's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters regarding the operation of the Property. Buyer further acknowledges and agrees that Seller is under no duty to make any inquiry regarding any matter that may or may not be known to Seller or any Seller Affiliate. Upon execution of this public deed, Buyer shall assume the risk of adverse matters relating to adverse investigations, and Buyer, upon execution of this public deed, shall be deemed to have waived, relinquished and released Seller and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which Buyer might have asserted or alleged or may assert or allege in the future against Seller or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution of this deed. ----------

-----Seven: Seller represents and warrants to Buyer that, to the best of Seller's knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that, to the best of Seller's

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knowledge, the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----Eight: The notarial fees, stamps on the original, stamps on the first certified copy, filing and recording rights of this Deed at the Registry will be paid by Buyer.----------

-----Nine: This Deed will be interpreted and governed in accordance with the laws of the Commonwealth of Puerto Rico. The appearing parties submit themselves to the exclusive jurisdiction of the Court of First Instance of the Commonwealth of Puerto Rico in the event of any litigation arising out of this Deed.----------

-----Ten: All notices to the parties pursuant to this Deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

----TO SELLER:----------

------TORRES ROSA CONSULTING ENGINEERS, PSC----------
------PO BOX 9023763 ----------
------San Juan, Puerto Rico 00902 ----------
------Attention: Pully A. Torres Ortíz and Rafael Rosa Castro ----------
------Electronic Mail: ptorres@trcepr.com----------

----TO BUYER:----------

------CABO ROJO LAND ACQUISITION LLC----------
------733 Third Avenue ----------
------New York, NY 10017----------
------Attention: Eileen Sawyer ----------
------Electronic Mail: roberto.ruiz@ccgc.com.do----------

-----Eleven: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

-----Twelve: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the remaining provisions of this Deed will continue in full force and effect.----------

-----Thirteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver such documents or instruments, public or private, which may be necessary and/or required to correct any omission or matter that may

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need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any correction deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of Buyer, except that each party shall bear the fees of their respective counsel.----------

---**THIRD:** The Notary advises Buyer as to the importance of filing the corresponding property tax exemption and/or change of ownership Application before the CRIM, and to obtain, prior to the execution of this deed, a certification indicating whether any sums related to property taxes are owed by Seller. Pursuant to applicable law, Buyer is responsible for filing at the CRIM the corresponding application for property tax exemption and /or change of ownership, within thirty (30) days from the date of execution hereof. Buyer hereby declares that it is fully aware of the aforementioned obligations and releases the undersigned Notary from this responsibility.----------

----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ---

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstract was prepared by Capital Title Services Inc., and dated August thirty-one (31), two thousand twenty-three (2023);----------

-----(c) that after the date of such title abstract and before the presentation

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JRC

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for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry as of the date of the title abstract.----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification; ----------

-----(e) of the right of the Buyer to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.; ----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property; ----------

-----(h) of the importance of recording a copy of this deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this deed is not recorded at the Registry; ----------

-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property; ----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations;----------

-----(k) that the appearing parties have the right to read this public

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instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its contents. ----------

-----(l) of the need and consequences to the Seller of filing the *Planilla Informativas Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles* with the Puerto Rico Treasury Department; and ----------

-----(m) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et seq.*, is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Seller, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the seller and its agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed.----------

----------**READING, ACCEPTANCE AND EXECUTION** ---------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon

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the appearing parties signed this Deed before me, and affixed their initials on each page thereof. ----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

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Boqueron
Bay
Balneario Publico
de Boqueron
Refugio De Vida
Silvestre de Boqueron
Caño
Boqueron
Los Pozos
Beach
El Combate
Corozo
Refugio Nacional
De Vida Silvestre de Cabo Rojo

Nombre del Proyecto	Esencia
Fecha	05.23.2024
Re:	Memorial Explicativo | SRU

INFORMACIÓN GENERAL DEL PROYECTO	
Descripción Del Solar	*Cabo Rojo Land Acquisition LLC adquirió el título y/u opciones de adquirir título de múltiples parcelas de terreno localizadas en la Carr. Estatal PR-301, Km 10.05 del Barrio Boquerón en el Municipio de Cabo Rojo, Puerto Rico. Los predios tienen una cabida superficial total de aproximadamente 6,088,514 metros cuadrados, equivalentes a 1,549 cuerdas (en adelante referidos como la "Propiedad" o "los terrenos"). Los terrenos tienen acceso a través de la Carretera Estatal PR-301, Km 10.05 del Municipio de Cabo Rojo.*

DUEÑO Y PROPONENTE	
Nombre:	Cabo Rojo Land Aquisition LLC
Representante Autorizado:	Gladys Fontanez
Dirección:	361 San Francisco Street, Suite 4, San Juan, PR, 00901
Teléfono:	(787) 723-8756
DESARROLLADOR	
Nombre:	Three Rules Capital
Representante Autorizado:	Roberto Ruiz
Dirección:	250 Avenida Muñoz Rivera , Suite 440, San Juan, PR 00928
Teléfono:	(787) 367-5708
PROYECTISTA	
Nombre:	Alvarez-Diaz & Villalon® (ADVision, PSC)
Representante Autorizado:	Arq. Ricardo Alvarez-Diaz
Dirección:	PO Box 16318, San Juan PR 00908-6318
Teléfono:	(787) 754-1381
Email:	permits@aldivi.com

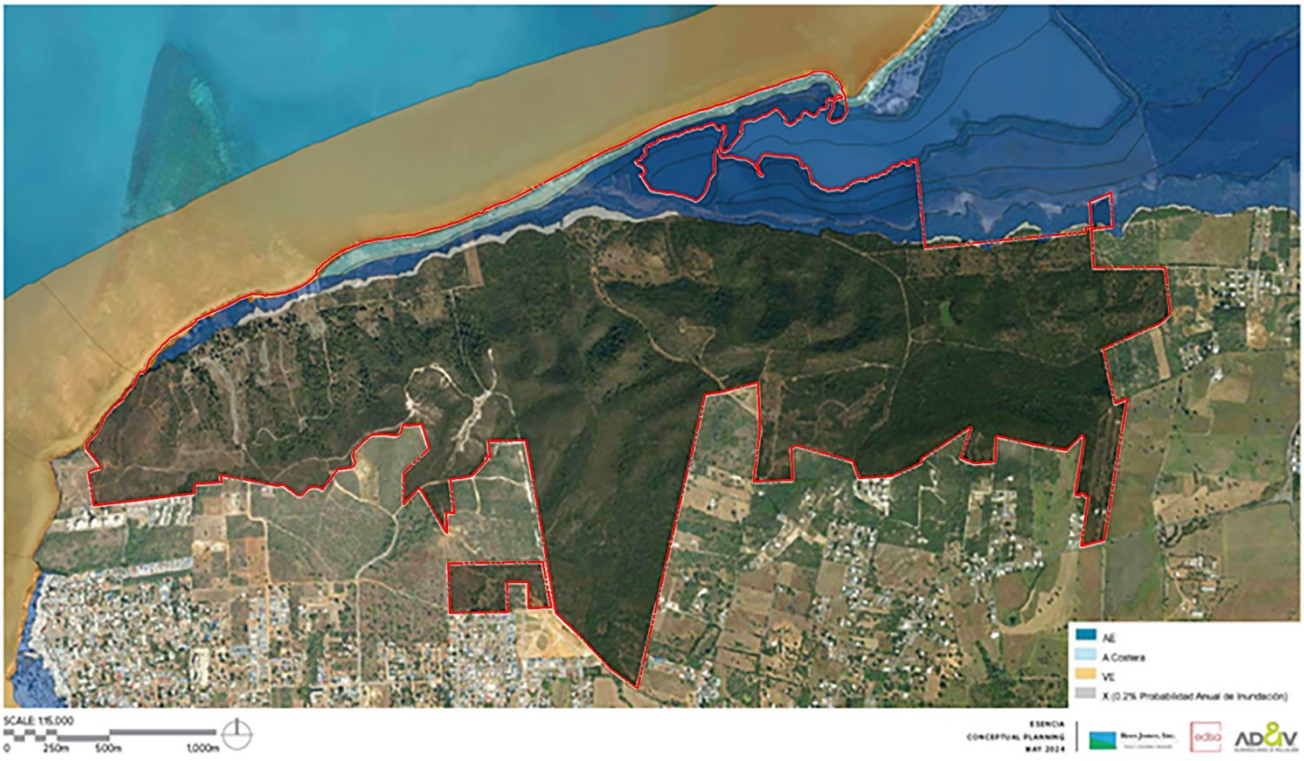
PROPIEDADES & TITULARIDAD

Se incluye como Anejo #1 un listado de las parcelas que componen el proyecto propuesto, que incluye: cabidas, coordenadas, números de catastro, calificaciones, clasificaciones, zona de inundabilidad y datos registrales.

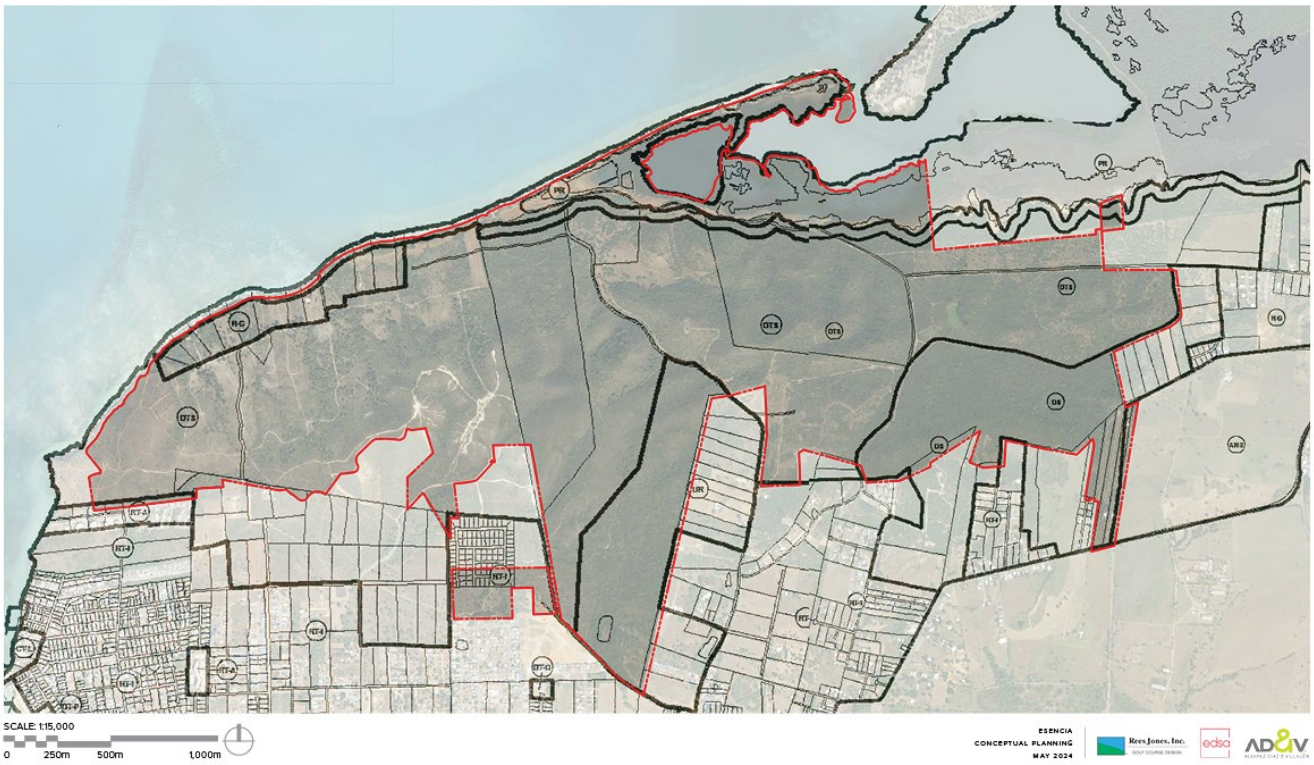
LOCALIZACION DEL PROYECTO, Figura 1



MAPA DE INUNDABILIDAD, Figura 2



MAPA ZONA DE INTERES TURISTICO CABO ROJO, Figura 3



DESCRIPCIÓN GENERAL DEL PROYECTO PROPUESTO

Cabo Rojo Land Acquisition, LLC (en adelante el "Proponente") propone un desarrollo turístico-residencial en el Municipio de Cabo Rojo (en adelante "Esencia" o el "Proyecto") que está compuesto por 81 parcelas con una cabida total de 1,549 cuerdas (6,088,514 metros cuadrados) (Ver Figura 1). La topografía de los terrenos muestra cambios en elevación desde un mínimo de 1 metro hasta un máximo de 107 metros sobre el nivel del mar y, en su mayoría, quedan fuera del nivel de inundabilidad establecido por los mapas ABFE del 2018 (Ver Figura 2). Los terrenos objeto de desarrollo están calificados como DTS, R-G, DS y UR; clasificados como SUNP, SRC, SREP; y figuran dentro de la Zona Especial Sobrepuesta de Interés Turístico de Cabo Rojo (Ver Figura 3).

La Propiedad colinda por el Norte con el Mar Caribe y el Caño Boquerón, y por el Sur, Este y Oeste con desarrollos residenciales unifamiliares y multifamiliares, áreas no desarrolladas y la Carretera Estatal PR-301. El Proyecto contará con tres puntos de acceso, siendo los dos principales a través de la Carretera Estatal PR-301 y uno secundario a través del Camino Monte Carlo.

En el contexto inmediato del Proyecto existen numerosas áreas de interés turístico, que incluyen: el Balneario Público de Boquerón; el Poblado de Boquerón; el Club Náutico de Boquerón; variedad de comercios; restaurantes; hoteles; paradores; y propiedades residenciales utilizadas como alojamientos a corto plazo; entre otras. El Proyecto además se ubica cercano a áreas de atractivos naturales como lo son: el Refugio de Vida Silvestre de Boquerón; la Playa El Combate; y otros puntos de interés que sirven al público turístico que frecuenta el área.

En la actualidad, la mayoría de los terrenos no están desarrollados, con algunos usos no consolidados tales como: glamping; área para vehículos recreativos (RV Park); y estructuras abandonadas que fueron utilizadas previamente como

residencias unifamiliares. De igual manera, los terrenos no desarrollados son utilizados por grupos y organizaciones externas para hacer carreras de ciclismo de montaña, carreras de vehículos todoterreno y senderismo.

Es importante señalar que como parte del Proyecto se contemplan varias parcelas que al presente no pertenecen a Cabo Rojo Land Acquisition, LLC, pero que se vislumbran si lo sean en el futuro, ello sujeto a las negociaciones con varios de sus actuales propietarios. De no adquirirse dichas parcelas ello no impediría el desarrollo del Proyecto según representado en el plano conceptual presentado en el Anejo 2, en el que se identifican estas parcelas, mostrándolas en su estado actual y garantizando sus accesos a través de las vías propuestas.

No obstante, y debido a que dichas parcelas podrían formar del Proyecto, se incluye como Anejo 3 un plano conceptual en el que se incluyen todas estas parcelas como parte del desarrollo propuesto y que fueron evaluadas por el equipo técnico contratado por Cabo Rojo Land Acquisition, LLC. Por lo tanto, esta solicitud basa su programa y sus análisis de demanda a base de la versión más abarcadora del Proyecto según representado en el Anejo 3, esto para asegurar que las recomendaciones aquí solicitadas evalúen el impacto de la totalidad de la acción propuesta.

Cónsono con lo anterior, el plano conceptual del Proyecto (Anejo 3) propone usos hoteleros, de recreación y turístico-residenciales, siendo cónsonos con los usos existentes en el sector. Específicamente, se propone el desarrollo de: 530 unidades de hotel; 1,132 residencias turísticas unifamiliares y multifamiliares; una escuela con 500 unidades de vivienda para estudiantes; áreas recreativas; campos de golf; áreas de servicio médico; áreas comerciales y de entretenimiento; áreas de agricultura; y áreas de servicio e infraestructura. El Proyecto incluye además cuatro accesos públicos vehiculares a la playa con instalaciones sanitarias, apoyo para actividades públicas recreativas como el senderismo, observación de aves y ciclismo de montaña, y dos centros de actividades (*Towncenters*), donde se proveerá espacio para comercios y servicios, estableciendo ofertas gastronómicas, recreativas, culturales, religiosas y otros servicios esenciales para la comunidad en general.

El concepto de desarrollo y planificación de Esencia se basa en 5 principios fundamentales de protección y mejora de los recursos naturales, entre ellos: la protección de la zona costera para promover resiliencia; la protección de corredores de drenaje natural; la preservación de áreas con pendientes mayores de 30%; la protección de zonas de mangle; y la protección y mejora de áreas de humedales; entre otras.

Por último, Esencia se presenta como un desarrollo de baja densidad, ya que ocupará menos del 25% del total de los terrenos, de los cuales un 15% será ocupado por huellas de edificios y 10% por calles de acceso y otros componentes de infraestructura. El restante 75% de los terrenos objeto de desarrollo se propone como áreas verdes, incluyendo amplias áreas de paisajismo, dos campos de golf y áreas a designarse como zonas de conservación.

El Proyecto se dividirá en 19 componentes a desarrollarse en fases, según descritos a continuación:

COMPONENTE 1	
Cabida Propuesta:	200.34 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	50 habitaciones de hotel 90 residencias turísticas entre 4 a 8 habitaciones
Unidades Básicas de Vivienda Estimadas:	20 UBV : Habitaciones de Hotel 132 UBV: Residencias Turísticas
Área Neta Estimada Comercial:	10,000 pies cuadrados

Área Neta Estimada de Restaurantes:	7,800 pies cuadrados

COMPONENTE 2	
Cabida Propuesta:	128.18 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	110 habitaciones de hotel 224 residencias turísticas entre 2 a 8 habitaciones
Unidades Básicas de Vivienda Estimadas:	44 UBV : Habitaciones de Hotel 257.6 UBV: Residencias Turísticas
Área Neta Estimada Comercial:	25,000 pies cuadrados
Área Neta Estimada de Restaurantes:	16,000 pies cuadrados

COMPONENTE 3	
Cabida Propuesta:	184.77 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	120 habitaciones de hotel 186 residencias turísticas entre 2 a 8 habitaciones
Unidades Básicas de Vivienda Estimadas:	48 UBV : Habitaciones de Hotel 254 UBV: Residencias Turísticas
Área Neta Estimada Comercial:	25,000 pies cuadrados
Área Neta Estimada de Restaurantes:	6,614 pies cuadrados

COMPONENTE 4	
Cabida Propuesta:	11.27 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	20 habitaciones de hotel 10 residencias turísticas de un máximo de 5 habitaciones
Unidades Básicas de Vivienda Estimadas:	8 UBV : Habitaciones de Hotel 14 UBV: Residencias Turísticas
Área Neta Estimada Comercial:	2,000 pies cuadrados
Área Neta Estimada de Restaurantes:	7,200 pies cuadrados

COMPONENTE 5	
Cabida Propuesta:	435.97 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	200 habitaciones de hotel 292 residencias turísticas entre 2 a 8 habitaciones
Unidades Básicas de Vivienda Estimadas:	80 UBV : Habitaciones de Hotel 429 UBV: Residencias Turísticas

Área Neta Estimada Comercial:	35,000 pies cuadrados
Área Neta Estimada de Restaurantes:	30,500 pies cuadrados

COMPONENTE 6	
Cabida Propuesta:	38.33 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	30 habitaciones de hotel 16 residencias turísticas de un máximo de 5 habitaciones
Unidades Básicas de Vivienda Estimadas:	12 UBV : Habitaciones de Hotel 22.4 UBV: Residencias Turísticas
Área Neta Estimada de Restaurantes	4,500 pies cuadrados

COMPONENTE 7 | WEST TOWNCENTER	
Cabida Propuesta:	13.13 cuerdas
Usos Propuestos:	Comercial + Cultural + Entretenimiento + Residencial + Oficinas + Medico + Institucional
Unidades Propuestas:	80 apartamentos entre 1 a 4 habitaciones
Unidades Básicas de Vivienda Estimadas:	70 UBV
Área Neta Estimada Comercial & Usos Relacionados:	140,000 pies cuadrados
Área Neta Estimada de Restaurantes:	28,600 pies cuadrados
Área Neta Estimada de Oficinas:	45,000 pies cuadrados

COMPONENTE 8 | GOLF A	
Cabida Propuesta:	218.8 cuerdas
Usos Propuestos:	Recreativo (Campo de Golf) + Casa Club + Residencias Turísticas
Unidades Propuestas:	16 residencias turísticas de un máximo de 4 habitaciones
Unidades Básicas de Vivienda Estimadas:	19.2 UBV
Área Neta Estimada Comercial:	25,000 pies cuadrados
Área Neta Estimada de Restaurantes:	8,000 pies cuadrados

COMPONENTE 9 | GOLF B	
Cabida Propuesta:	169.5 cuerdas
Usos Propuestos:	Recreativo (Campo de Golf) + Casa Club
Área Neta Estimada Comercial:	30,000 pies cuadrados

Área Neta Estimada de Restaurantes:	10,000 pies cuadrados

COMPONENTE 10 | CLUB DEPORTIVO	
Cabida Propuesta:	28.84 cuerdas
Usos Propuestos:	Recreativo (Club Deportivo) + Comercial
Área Neta Estimada Comercial:	8,000 pies cuadrados
Área Neta Estimada de Restaurante:	5,200 pies cuadrados

COMPONENTE 11 | ESCUELA	
Cabida Propuesta:	8.13 cuerdas
Usos Propuestos:	Educativo
Unidades Propuestas:	500 dormitorios
Unidades Básicas de Vivienda Estimadas:	200 UBV

COMPONENTE 12 | CLUB DE PLAYA	
Cabida Propuesta:	10.41 cuerdas
Usos Propuestos:	Recreativo (Club de Playa) + Residencias Turísticas
Unidades Propuestas:	6 residencias turísticas entre 2 y 4 habitaciones
Unidades Básicas de Vivienda Estimadas:	6 UBV
Área Neta Estimada Comercial:	12,000 pies cuadrados
Área Neta Estimada de Restaurantes:	13,000 pies cuadrados

COMPONENTE 13 | COMUNIDAD DE ARTISTAS	
Cabida Propuesta:	28.11 cuerdas
Usos Propuestos:	Residencias Turísticas + Comercial
Unidades Propuestas:	16 residencias turísticas de 1 habitación
Unidades Básicas de Vivienda Estimadas:	9.6 UBV
Área Neta Estimada Comercial:	10,000 pies cuadrados

COMPONENTE 14 | EAST TOWNCENTER	
Cabida Propuesta:	6.72 cuerdas
Usos Propuestos:	Comercial + Entretenimiento + Residencial + Oficinas
Unidades Propuestas:	52 apartamentos entre 2 a 4 habitaciones
Unidades Básicas de Vivienda Estimadas:	49.6 UBV
Área Neta Estimada Comercial:	16,500 pies cuadrados

Área Neta Estimada de Restaurantes:	19,000 pies cuadrados
Área Neta Estimada de Oficina:	15,000 pies cuadrados

COMPONENTE 15 | CENTRO DE TRAUMA	
Cabida Propuesta:	8.39 cuerdas
Usos Propuestos:	Médico
Área Neta Estimada Servicios Médicos:	28,000 pies cuadrados

COMPONENTE 16 | INFRAESTRUCTURA	
Cabida Propuesta:	43.29 cuerdas
Usos Propuestos:	Infraestructura & Servicios

COMPONENTE 17 | RESIDENCIAS PARA EMPLEADOS	
Cabida Propuesta:	4.85 cuerdas
Usos Propuestos:	Residencial
Unidades Propuestas:	144 apartamentos de 2 habitaciones
Unidades Básicas de Vivienda Estimadas:	115 UBV

COMPONENTE 18 | VIAS PRINCIPALES & ACCESOS	
Cabida Propuesta:	97.96 cuerdas
Usos Propuestos:	Vías & Accesos

COMPONENTE 19 | AREAS DE CONSERVACION	
Cabida Propuesta:	407.38 cuerdas
Usos Propuestos:	Conservación

El Proyecto se propone desarrollar mediante seis fases, con fechas estimadas de finalización de construcción según descritas a continuación:

FECHA ESTIMADA DE FINALIZACION DE CONSTRUCCION	COMPONENTE	USOS PROPUESTOS
2027	Componente 2	Hotel + Residencias Turísticas
	Componente 8	Campo de Golf A
	Componente 10	Club de Deportes
	Componente 11	Escuela
	Componente 12	Club de Playa
	Componente 15	Centro de Trauma
	Componente 16	Infraestructura
	Componente 17	Residencias para Empleados
	Componente 18	Vías Principales & Accesos

2028	Componente 1	Hotel + Residencias Turísticas
	Componente 3	Hotel + Residencias Turísticas
	Componente 14	*East Towncenter*
	Componente 6	Hotel + Residencias Turísticas
2029	Componente 4	Hotel + Residencias Turísticas
	Componente 7	*West Towncenter*
	Componente 13	Comunidad de Artistas
2030	Componente 5	Hotel + Residencias Turísticas
	Componente 9	Campo de Golf B
-	Componente 19	Áreas de Conservación

INFRAESTRUCTURA

El Proyecto propone la construcción de facilidades centralizadas privadas de infraestructura y utilidades como fuentes primarias para satisfacer las demandas del Proyecto, incluyendo y no limitado a lo siguiente: pavimentación de caminos existentes; creación de vías nuevas; puntos de acceso públicos y privados; sistema de recolección, tratamiento y disposición de aguas usadas; sistema solar de generación y distribución de electricidad; sistema de tratamiento y distribución de agua potable; y facilidades de distribución de telecomunicaciones. No obstante, el Proyecto propone conexión a las facilidades existentes en el sector a ser utilizadas como fuentes secundarias, de acuerdo con las recomendaciones de las agencias envueltas. Por tanto, las facilidades por proveerse para el Proyecto estarán sujetas a las condiciones y/o recomendaciones hechas por las diferentes agencias estatales y federales concernidas.

TRAMITE SOLICITADO

- Departamento de Agricultura

  Se solicita de esta agencia aquellas recomendaciones correspondientes a los 19 componentes del plano conceptual presentado que permitan desarrollar el diseño del Proyecto para obtener eventualmente su aprobación.

REGLAMENTOS APLICABLES

- Reglamento Conjunto Para la Evaluación y Expedición de Permisos Relacionados al Desarrollo, Uso de Terrenos y Operación de Negocios (2023)
- Reglamento de Sobre Áreas Especiales de Peligro a Inundación (Reglamento de Planificación Núm. 13) y National Flood Insurance Program (NFIP)
- International Building Code 2018
- International Fire Code 2018
- Puerto Rico Building Code 2018
- American with Disabilities Act
- American Society of Civil Engineer ASCE 24 & 7
- Puerto Rico Law 218-2008 Control and Prevention of the Lighting Pollution of Puerto Rico
- PR EQB 2014: Regulation to Control and Prevent Light Contamination

ANEJOS

- ANEJO 1: Tabla de Análisis de Propiedades
- ANEJO 2: Presentación de Proyecto Esquemático
- ANEJO 3: Presentación de Proyecto Esquemático

ANEJO 1:
Tabla de Análisis de Propiedades

San Juan | The Hub - 200 Convention Blvd., Suite 201, San Juan, PR 00907 | 787.754.1381
New York | 641 Lexington Ave., 13th FL, Suite 1326, New York, NY 10022 | 212.271.5280
Miami | 1221 Brickell Ave., Suite 900, Miami, FL 33131 | 305.995.8299
info@advfirm.com | alvarezdiazvillalon.com

PROPIEDADES									
			CABIDA		COORDENADAS				
#	# CATASTRO	DATOS REGISTRALES # FINCA	METROS CUADRADOS	CUERDAS	COORDENADAS LAMBERT	NAD83	ZONA DE INUNDABILIDAD	CLASIFICACION	CALIFICACION
A-2	403-000-002-02-000	32,623	3074799.736	782.3918	Lat: 17.99743354, Lon: -67.19165510	x: 119688.6748, y: 218328.6761	VE/AE/A	SRC/SREP-E	DTS/CR/PR/ARD
105	379-089-327-75-000	18,839	19364.5933	4.9269	Lat: 18.00143842, Lon: -67.19461846	x: 119376.6813, y: 218773.2374	VE/AE/A	SREP-E	DTS/PR
106	379-089-327-76-000	18,840	22018.333	5.6000	Lat: 18.00129685, Lon: -67.19522847	x: 119312.0137, y: 218757.8370	VE/AE/A	SREP-E	DTS/PR
107	379-089-327-77-000	18,841	18,788.01	4.7802	Lat: 18.00114700, Lon: -67.19582078	x: 119249.2168, y: 218741.5125	VE/AE/A	SREP-E	DTS/PR
108	379-089-327-78-000	18,842	19213.4915	4.8884	Lat: 18.00102875, Lon: -67.19642370	x: 119185.3105, y: 218728.6911	VE/AE/A	SREP-E	DTS/PR
21	379-000-010-05-000	18,782	39286.311	9.9955	Lat: 18.00090126, Lon: -67.19741916	x: 119079.8291, y: 218715.0198	VE/AE/A	SREP-E	DTS/PR/R-G
20	379-000-010-04-000	18,781	26940.6211	6.8544	Lat: 18.00089464, Lon: -67.19862354	x: 118952.2776, y: 218714.8200	VE/AE/A	SREP-E	R-G/PR
19	379-000-010-03-000	18,830	20284.0211	5.1608	Lat: 18.00068522, Lon: -67.19951128	x: 118858.1662, y: 218692.0348	VE/AE/A	SREP-E	R-G/PR
181	379-000-009-05-000	18,816	36733.6034	9.3460	Lat: 18.00021912, Lon: -67.20061663	x: 118740.8886, y: 218640.9370	VE/AE/A	SREP-E	R-G/PR
1	379-000-009-03-000	18,818	20069.125	5.1049	Lat: 17.99804953, Lon: -67.20223772	x: 118568.3490, y: 218401.8318	VE/AE	SREP-E	R-G/DTS/PR
79	379-000-009-02-001	18,808	19659.2923	5.0019	Lat: 17.99888395, Lon: -67.20310188	x: 118568.3490, y: 218401.8318	VE/AE	SREP-E	R-G/DTS/PR
78	379-000-009-02-000	18,807	19772.2027	5.0306	Lat: 17.999073, Lon: -67.204503	x: 118477.2185, y: 218494.5697	VE/AE	SREP-E	R-G/DTS/PR
77	379-000-009-01-000	18,806	21123.5259	5.3744	Lat: 17.99882095, Lon: -67.20393835	x: 118388.6025, y: 218487.9695	VE/AE	SREP-E	R-G/PR
76	402-000-004-67-000	18,805	12385.5425	3.1512	Lat: 17.99861968, Lon: -67.20477501	x: 118299.7532, y: 218465.7618	VE/AE	SREP-E	R-G/PR
3	402-007-327-03-000	31,178	3753.9717	0.9551	Lat: 17.99807794, Lon: -67.20626622	x: 118141.5736, y: 218406.4678	VE/AE	SREP-E	R-G/PR
2	402-007-327-02-000	31,178	4509.3138	1.1473	Lat: 17.99796891, Lon: -67.20653676	x: 118112.8707, y: 218394.5216	VE/AE	SREP-E	R-G/PR
5	402-007-327-05-000	31,178	3905.4349	0.9936	Lat: 17.99710964, Lon: -67.20640198	x: 118126.7433, y: 218299.3580	1% ACF	SREP-E	R-G
4	402-007-327-04-000	31,178	3959.5333	1.0074	Lat: 17.99727382, Lon: -67.20599778	x: 118169.6273, y: 218317.3487	1% ACF	SREP-E	R-G
1	402-007-327-01-000	29,700	3840.336	0.9771	Lat: 17.99782854, Lon: -67.20680313	x: 118084.5957, y: 218379.1047	VE/AE	SREP-E	R-G/PR
42	402-000-004-64-000	18,700	19926.7077	5.0699	Lat: 17.99721353, Lon: -67.20731818	x: 118029.7610, y: 218311.2655	VE/AE	SREP-E	R-G/PR
72	402-007-327-90-000	18,718	20122.6755	5.1198	Lat: 17.99638496, Lon: -67.20798977	x: 117958.2478, y: 218219.8611	VE/AE	SREP-E	R-G/DTS/PR
70	402-007-327-15-000	18,716	19714.7056	5.0160	Lat: 17.99520022, Lon: -67.20951352	x: 117796.3169, y: 218089.4177	VE	SREP-E	DTS
69	402-017-327-16-000	18,715	19691.5244	5.0101	Lat: 17.99387986, Lon: -67.21033837	x: 117708.3392, y: 217943.6512	VE	SRC	DTS
81	402-017-327-17-000	18,721	19744.2876	5.0235	Lat: 17.99294528, Lon: -67.21090108	x: 117648.3047, y: 217840.4649	VE	SRC	DTS
68	402-017-327-06-000	18,714	20708.2307	5.2687	Lat: 17.99377528, Lon: -67.20907296	x: 117842.3072, y: 217931.5082	X	SREP-E	DTS
84	402-017-327-07-000	18,724	19694.6833	5.0109	Lat: 17.99280389, Lon: -67.20867881	x: 117883.5955, y: 217823.8185	X	SREP-E	DTS
73	402-007-327-13-000	18,719	20232.7025	5.1478	Lat: 17.99488068, Lon: -67.20754409	x: 118004.7442, y: 218053.1680	X	SREP-E	DTS

PROPIEDADES									
			CABIDA		COORDENADAS				
#	# CATASTRO	DATOS REGISTRALES # FINCA	METROS CUADRADOS	CUERDAS	COORDENADAS LAMBERT	NAD83	ZONA DE INUNDABILIDAD	CLASIFICACION	CALIFICACION
37	402-007-327-12-000	18,789	20470.741	5.2080	Lat: 17.99545079, Lon: -67.20653969	x: 118111.3839, y: 218115.8181	X	SREP-E	DTS
32	402-008-327-25-000	18,695	22149.1051	5.6353	Lat: 17.99662880, Lon: -67.20383430	x: 118398.6013, y: 218245.2970	X	SREP-E	DTS
57	402-008-327-27-000	18,710	20139.3584	5.1240	Lat: 17.99739764, Lon: -67.20134532	x: 118662.5565, y: 218329.2849	X	SREP-E	DTS
56	402-008-327-28-000	18,709	22626.4242	5.7568	Lat: 17.99773582, Lon: -67.20043922	x: 118758.6747, y: 218366.3119	X	SREP-E	DTS
55	402-009-327-29-000	18,708	23535.7454	5.9881	Lat: 17.99787271, Lon: -67.19955909	x: 118851.9482, y: 218381.0729	X	SREP-E	DTS
52	379-099-327-79-000	18,829	20229.2849	5.1474	Lat: 17.99916041, Lon: -67.19878694	x: 118934.1706, y: 218522.9485	X	SREP-E	DTS
54	402-009-327-30-000	18,707	21551.9387	5.4834	Lat: 17.99768492, Lon: -67.19844581	x: 118969.7647, y: 218359.7947	X	SREP-E	DTS
53	379-099-327-80-000	18,706	19212.5906	4.8882	Lat: 17.99902280, Lon: -67.19742660	x: 119078.1735, y: 218507.1159	X	SREP-E	DTS
113	379-099-327-81-000	18,847	21322.3403	5.4250	Lat: 17.99895240, Lon: -67.19615266	x: 119213.0574, y: 218498.7615	X	SREP-E	DTS
104	402-009-327-82-000	18,838	18526.0984	4.7135	Lat: 17.99771481, Lon: -67.19554463	x: 119276.8810, y: 218361.5173	X	SREP-E	DTS
112	402-009-327-84-000	18,846	20089.4749	5.1113	Lat: 17.99744519, Lon: -67.19648005	x: 119177.6905, y: 218332.0889	X	SREP-E	DTS
44	402-009-327-85-000	18,792	21490.5754	5.4678	Lat: 17.99714526, Lon: -67.19738323	x: 119082.0484, y: 218299.5963	X	SREP-E	DTS
16	402-008-327-33-000	18,694	20033.1585	5.0970	Lat: 17.99549516, Lon: -67.20205052	x: 118586.9873, y: 218119.0317	X	SREP-E	DTS
15	402-008-327-34-000	18,779	23027.7787	5.8589	Lat: 17.99477862, Lon: -67.20255393	x: 118533.1917, y: 218039.6447	X	SREP-E	DTS
138	402-018-327-35-000	18,762	21171.6639	5.3866	Lat: 17.99463437, Lon: -67.20335591	x: 118448.1886, y: 218024.0365	X	SREP-E	DTS
33	402-018-327-36-000	18,696	22020.4014	5.6026	Lat: 17.99432614, Lon: -67.20428479	x: 118349.6698, y: 217990.3357	X	SREP-E	DTS
38	402-018-327-10-000	17,790	20021.5593	5.0940	Lat: 17.99399504, Lon: -67.20528404	x: 118243.6866, y: 217954.1349	X	SREP-E	DTS
29	402-017-327-09-000	18,783	19750.4213	5.0250	Lat: 17.99379866, Lon: -67.20623360	x: 118143.0297, y: 217932.8247	X	SREP-E	DTS
65	402-017-327-08-000	18,711	19888.3404	5.0601	Lat: 17.99364480, Lon: -67.20743864	x: 118015.3337, y: 217916.3338	X	SREP-E	DTS
67	402-017-327-23-000	18,713	20137.9900	5.1237	Lat: 17.99248909, Lon: -67.20667382	x: 118095.7948, y: 217788.0783	X	SREP-E	DTS
85	402-000-004-69-000	18,725	20282.1421	5.1603	Lat: 17.99166219, Lon: -67.20712899	x: 118047.3493, y: 217697.0657	X	SRC/SREP-E	DTS
x	402-027-327-22-000	18,785	19671.4617	5.0055	Lat: 17.99153655, Lon: -67.20863460	x: 117887.6838, y: 217683.5304	X	SRC	DTS
17	402-018-327-24-000	18,780	21562.3366	5.4860	Lat: 17.99218834, Lon: -67.20481520	x: 118292.6473, y: 217754.2661	X	SRC	DTS
5	402-018-327-44-000	18,692	21160.8633	5.3839	Lat: 17.99256749, Lon: -67.20356706	x: 118424.8637, y: 217795.3688	X	SRC	DTS
6	402-018-327-43-000	18,693	20705.5310	5.2681	Lat: 17.99292322, Lon: -67.20258433	x: 118529.1093, y: 217834.3040	X	SRC	DTS
178	402-028-327-49-000	18,813	19958.3058	5.0779	Lat: 17.99175125, Lon: -67.20182135	x: 118609.3712, y: 217704.2512	X	SRC	DTS
64	402-018-327-42-000	18,802	20818.9024	5.2969	Lat: 17.99331564, Lon: -67.20139878	x: 118654.8513, y: 217877.2095	X	SRC	DTS

PROPIEDADES									
			CABIDA		COORDENADAS				
#	# CATASTRO	DATOS REGISTRALES # FINCA	METROS CUADRADOS	CUERDAS	COORDENADAS LAMBERT	NAD83	ZONA DE INUNDABILIDAD	CLASIFICACION	CALIFICACION
174	402-018-327-41-000	18,809	20377.1854	5.1845	Lat: 17.99324122, Lon: -67.20050133	x: 118749.8644, y: 217868.5738	X	SRC	DTS
39	402-018-327-40-000	18,697	20816.7973	5.2969	Lat: 17.99405363, Lon: -67.19989087	x: 118814.8928, y: 217958.2204	X	SRC	DTS
40	402-019-327-38-000	18,698	20157.6959	5.1287	Lat: 17.99427348, Lon: -67.19863087	x: 118948.4390, y: 217981.9950	X	SRC	DTS
22	402-019-327-37-000	18,831	20419.7597	5.1953	Lat: 17.99483658, Lon: -67.19769495	x: 119047.8203, y: 218043.9048	X	SRC	DTS
45	402-009-327-86-000	18,793	20887.0094	5.3142	Lat: 17.99493719, Lon: -67.19655814	x: 119168.2630, y: 218054.5383	X	SREP-E	DTS
110	402-009-327-87-000	18,844	17145.1235	4.3622	Lat: 17.99583991, Lon: -67.19616068	x: 119210.7736, y: 218154.2759	X	SREP-E	DTS
109	402-009-327-83-000	18,843	172266.7672	4.3931	Lat: 17.99608692, Lon: -67.19489753	x: 119344.6636, y: 218181.0582	X	SREP-E	DTS
60	402-009-327-72-000	18,798	20727.1922	5.2736	Lat: 17.99698396, Lon: -67.19399563	x: 119440.5924, y: 218279.9445	X	SRC/SREP-E	DTS
59	402-009-327-71-000	18,797	22912.7218	5.8296	Lat: 17.99571215, Lon: -67.19348093	x: 119494.5187, y: 218138.9554	X	SRC/SREP-E	DTS
111	402-019-327-88-000	18,845	17515.1883	4.4563	Lat: 17.99470737, Lon: -67.19518703	x: 119313.3680, y: 218028.4977	X	SREP-E	DTS
46	402-019-327-89-000	18,794	30321.6115	7.7146	Lat: 17.99329896, Lon: -67.19599492	x: 119227.1568, y: 217872.9706	X	SREP-E	DTS
34	402-019-327-68-000	18,786	25149.7093	6.3988	Lat: 17.99254581, Lon: -67.19485380	x: 119347.6640, y: 217789.1096	X	SREP-E	DTS
58	402-019-327-69-000	18,796	19553.9663	4.9751	Lat: 17.99411254, Lon: -67.19413338	x: 119424.6835, y: 217962.1979	X	SREP-E	DTS
13-B	402-000-005-28-000	24,097	464921.2499	118.2887	Lat: 17.99400574, Lon: -67.18904396	x: 119963.6440, y: 217948.1451	X	SRC	DTS
13-A	402-000-005-29-000	24,096	492773.8943	125.3751	Lat: 17.98977815, Lon: -67.18718309	x: 120158.7994, y: 217479.4250	X	SUNP	UR
76	403-000-002-15-000	4,523	24131.7812	6.1404	Lat: 17.99198924, Lon: -67.16696704	x: 122300.8707, y: 217715.4513	X	SRC	ARD
8-B	403-000-002-50-000	37,189	19958.1695	5.0784	Lat: 17.99189938, Lon: -67.16628831	x: 122372.7151, y: 217705.2183	X	SRC	ARD
78	402-029-327-57-000	18,787	19653.4048	5.0009	Lat: 17.99083209, Lon: -67.19608763	x: 119216.2006, y: 217599.9803	X	SRC	DTS
12	402-000-005-54-000	24,930	92045.321	23.4212	Lat: 17.98722323, Lon: -67.19363812	x: 119473.9700, y: 217199.4740	X	SRC	RT-I
47	402-019-327-51-000	21,859	20594.0529	5.2402	Lat: 17.99198647, Lon: -67.19699784	x: 119120.3335, y: 217728.1476	X	SRC	DTS
-	403-000-002-16-000	19,305	20071.5734	5.1073	Lat: 17.99245574, Lon: -67.16735907	x: 122259.5588, y: 217767.2502	X	SRC	ARD

PROPIEDADES PENDIENTES POR ADQUIRIR Y/O EN NEGOCIACION

			CABIDA		COORDENADAS				
#	# CATASTRO	DATOS REGISTRALES # FINCA	METROS CUADRADOS	CUERDAS	COORDENADAS LAMBERT	NAD83	ZONA DE INUNDABILIDAD	CLASIFICACION	CALIFICACION
7	379-000-009-04-000	18,822	18009.9359	4.5827	Lat: 17.99921227, Lon: -67.20175673	x: 118619.8282, y: 218530.3099	VE/AE	SREP-E	R-G/PR
75	402-000-004-66-000	18,804	17705.3569	4.5052	Lat: 17.99808128, Lon: -67.20555272	x: 118217.1391, y: 218406.5192	VE/AE	SREP-E	R-G/PR
71	402-007-327-14-000	18,717	19757.4574	5.0273	Lat: 17.99563125, Lon: -67.20858516	x: 117894.8390, y: 218136.7070	VE	SREP-E	DTS
41	402-008-327-11-000	18,699	20885.9676	5.3145	Lat: 17.99576891, Lon: -67.20565987	x: 118204.7120, y: 218150.6344	X	SREP-E	DTS
38	402-000-004-68-000	18,818	20255.2677	5.1540	Lat: 17.99625303, Lon: -67.20469355	x: 118307.2767, y: 218203.7853	X	SREP-E	DTS
62	379-099-327-74-000	18,800	19527.7894	4.9689	Lat: 17.99929836, Lon: -67.19450370	x: 119387.8501, y: 218536.3256	X	SREP-E	DTS
61	379-099-327-73-000	18,799	20290.0349	5.1629	Lat: 17.99814069, Lon: -67.19426250	x: 119412.8619, y: 218408.0891	X	SREP-E	DTS
53	402-009-327-31-000	-	40666.1094	10.3476	Lat: 17.99612389, Lon: -67.19872666	x: 118939.2990, y: 218187.1450	X	SREP-E	DTS
179	402-008-327-39-000	18,814	20559.3304	5.2314	Lat: 17.99534984, Lon: -67.19984573	x: 118820.2739, y: 218101.6643	X	SRC	DTS
180	402-008-327-32-000	-	21702.9561	5.5224	Lat: 17.99553751, Lon: -67.20112057	x: 118685.4953, y: 218123.3057	X	SREP-E	DTS
-	402-027-327-21-000	-	19717.2213	5.0171	Lat: 17.99154158, Lon: -67.20984636	x: 117759.3502, y: 217684.6307	X	SRC	DTS
31	402-027-327-20-000	-	19679.8355	5.0076	Lat: 17.99137073, Lon: -67.21093952	x: 117643.4936, y: 217666.2126	X	SRC	DTS
BB	402-020-327-70-000	-	22217.2462	5.6532	Lat: 17.99398170, Lon: -67.19314572	x: 119529.2242, y: 217947.2823	X	SREP-E	DTS

ANEJO 2:
Presentación de Proyecto Esquemático

San Juan | The Hub - 200 Convention Blvd., Suite 201, San Juan, PR 00907 | 787.754.1381
New York | 641 Lexington Ave., 13th FL, Suite 1326, New York, NY 10022 | 212.271.5280
Miami | 1221 Brickell Ave., Suite 900, Miami, FL 33131 | 305.995.8299
info@advfirm.com | alvarezdiazvillalon.com

CONCEPTUAL PLAN
DETAILED ILLUSTRATIVE OVERALL PLAN



SCALE: 1:15,000

0 250m 500m 1,000m

ESENCIA
CONCEPTUAL PLANNING
MAY 2024

Rees Jones, Inc. GOLF COURSE DESIGN

edsa

AD&V ALVAREZ-DIAZ & VILLALÓN

ANEJO 3:
Presentación de Proyecto Esquemático

San Juan | The Hub - 200 Convention Blvd., Suite 201, San Juan, PR 00907 | 787.754.1381
New York | 641 Lexington Ave., 13th FL, Suite 1326, New York, NY 10022 | 212.271.5280
Miami | 1221 Brickell Ave., Suite 900, Miami, FL 33131 | 305.995.8299
info@advfirm.com | alvarezdiazvillalon.com

CONCEPTUAL PLAN
DETAILED ILLUSTRATIVE OVERALL PLAN



SCALE: 1:15,000

0 250m 500m 1,000m

ESENCIA
CONCEPTUAL PLANNING
MAY 2024

Rees Jones, Inc. GOLF COURSE DESIGN

edsa

AD&V ALVAREZ-DIAZ & VILLALÓN

CONCEPTUAL PLAN
DETAILED ILLUSTRATIVE OVERALL PLAN



SCALE: 1:15,000

0 250m 500m 1,000m

ESENCIA
CONCEPTUAL PLANNING
MAY 2024

Rees Jones, Inc. GOLF COURSE DESIGN

edsa

AD&V ALVAREZ-DIAZ & VILLALÓN

CONCEPTUAL PLAN
DETAILED ILLUSTRATIVE OVERALL PLAN



SCALE: 1:15,000

0 250m 500m 1,000m

ESENCIA
CONCEPTUAL PLANNING
MAY 2024

Rees Jones, Inc. GOLF COURSE DESIGN

edsa

AD&V ALVAREZ-DIAZ & VILLALÓN

CABO ROJO LAND ACQUISITION LLC
361 San Francisco Street, Suite 4, SAN JUAN, PR, 00901

21 de mayo de 2024

A quien pueda interesar:

Por la presente autorizo a ADVision, PSC (Alvarez-Diaz & Villalon®) a someter los documentos necesarios ante **la Oficina de Gerencia de Permisos (OGPe) y/o Municipio Autónomo de Cabo Rojo** y ante todas aquellas agencias concernidas con el propósito de obtener los Permisos requeridos para el proyecto **ESENCIA**, ubicado en la *Carr. 103, Km 10.05 del Barrio Boquerón en el Municipio de Cabo Rojo, Puerto Rico*.

Sin más nada sobre el particular, quedo de usted.

Cordialmente,

CABO ROJO LAND ACQUISITION LLC

Por: _____
Nombre: Gladys Fontánez
Título : Representante Autorizado


Boqueron
Bay
Balneario Publico
de Boqueron
Refugio De Vida
Silvestre de Boqueron
Caño
Boqueron
Los Pozos
Beach
El Combate
Corozo
Refugio Nacional
De Vida Silvestre de Cabo Rojo

Nombre del Proyecto	Esencia
Fecha	05.23.2024
Re:	Memorial Explicativo | SRU

INFORMACIÓN GENERAL DEL PROYECTO	
Descripción Del Solar	*Cabo Rojo Land Acquisition LLC adquirió el título y/u opciones de adquirir título de múltiples parcelas de terreno localizadas en la Carr. Estatal PR-301, Km 10.05 del Barrio Boquerón en el Municipio de Cabo Rojo, Puerto Rico. Los predios tienen una cabida superficial total de aproximadamente 6,088,514 metros cuadrados, equivalentes a 1,549 cuerdas (en adelante referidos como la "Propiedad" o "los terrenos"). Los terrenos tienen acceso a través de la Carretera Estatal PR-301, Km 10.05 del Municipio de Cabo Rojo.*

DUEÑO Y PROPONENTE	
Nombre:	Cabo Rojo Land Aquisition LLC
Representante Autorizado:	Gladys Fontanez
Dirección:	361 San Francisco Street, Suite 4, San Juan, PR, 00901
Teléfono:	(787) 723-8756
DESARROLLADOR	
Nombre:	Three Rules Capital
Representante Autorizado:	Roberto Ruiz
Dirección:	250 Avenida Muñoz Rivera , Suite 440, San Juan, PR 00928
Teléfono:	(787) 367-5708
PROYECTISTA	
Nombre:	Alvarez-Diaz & Villalon® (ADVision, PSC)
Representante Autorizado:	Arq. Ricardo Alvarez-Diaz
Dirección:	PO Box 16318, San Juan PR 00908-6318
Teléfono:	(787) 754-1381
Email:	permits@aldivi.com

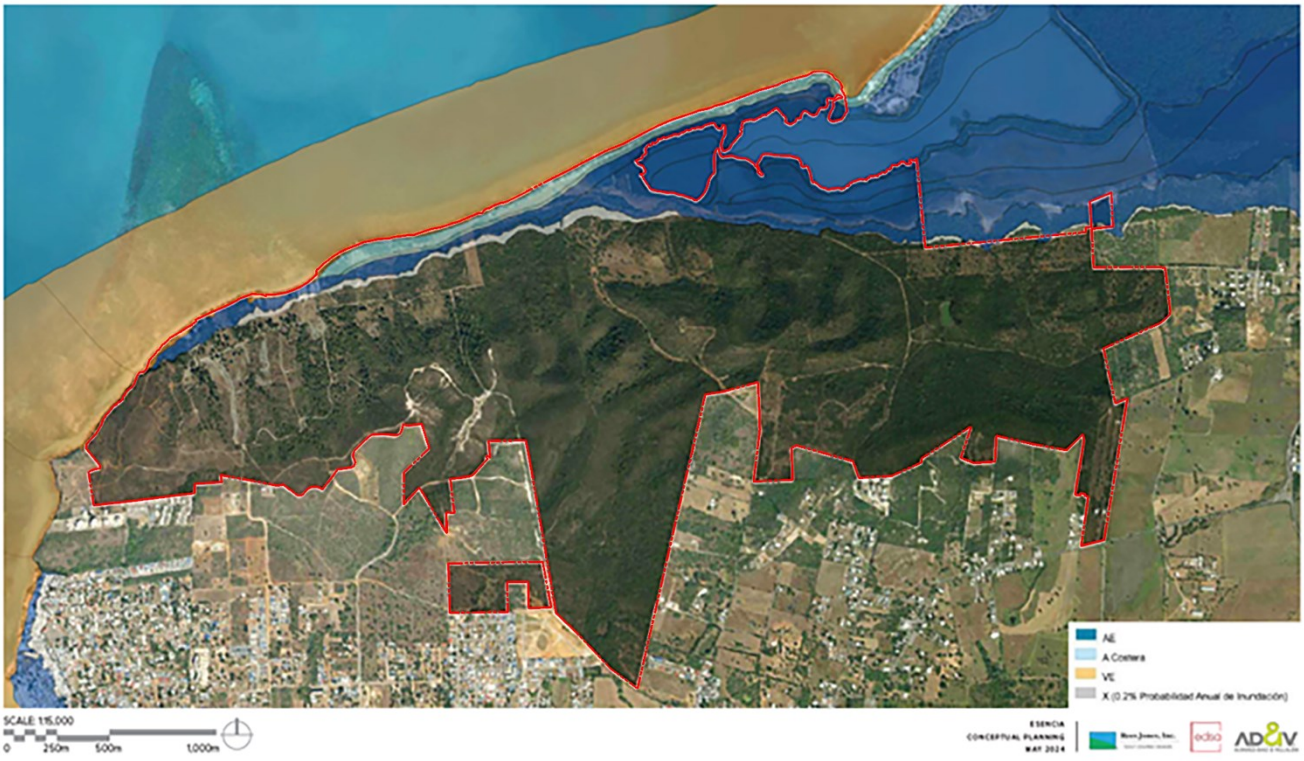
PROPIEDADES & TITULARIDAD

Se incluye como Anejo #1 un listado de las parcelas que componen el proyecto propuesto, que incluye: cabidas, coordenadas, números de catastro, calificaciones, clasificaciones, zona de inundabilidad y datos registrales.

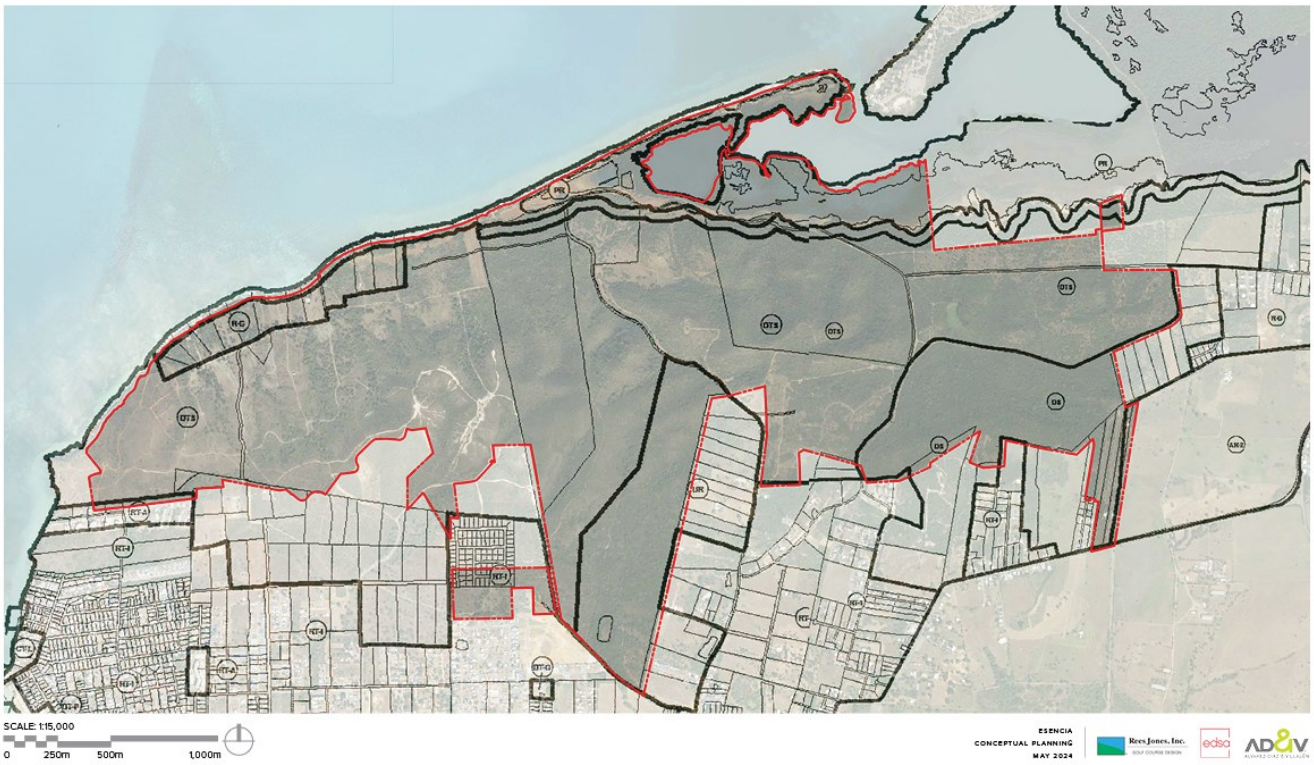
LOCALIZACION DEL PROYECTO, Figura 1



MAPA DE INUNDABILIDAD, Figura 2



MAPA ZONA DE INTERES TURISTICO CABO ROJO, Figura 3



DESCRIPCIÓN GENERAL DEL PROYECTO PROPUESTO

Cabo Rojo Land Acquisition, LLC (en adelante el "Proponente") propone un desarrollo turístico-residencial en el Municipio de Cabo Rojo (en adelante "Esencia" o el "Proyecto") que está compuesto por 81 parcelas con una cabida total de 1,549 cuerdas (6,088,514 metros cuadrados) (Ver Figura 1). La topografía de los terrenos muestra cambios en elevación desde un mínimo de 1 metro hasta un máximo de 107 metros sobre el nivel del mar y, en su mayoría, quedan fuera del nivel de inundabilidad establecido por los mapas ABFE del 2018 (Ver Figura 2). Los terrenos objeto de desarrollo están calificados como DTS, R-G, DS y UR; clasificados como SUNP, SRC, SREP; y figuran dentro de la Zona Especial Sobrepuesta de Interés Turístico de Cabo Rojo (Ver Figura 3).

La Propiedad colinda por el Norte con el Mar Caribe y el Caño Boquerón, y por el Sur, Este y Oeste con desarrollos residenciales unifamiliares y multifamiliares, áreas no desarrolladas y la Carretera Estatal PR-301. El Proyecto contará con tres puntos de acceso, siendo los dos principales a través de la Carretera Estatal PR-301 y uno secundario a través del Camino Monte Carlo.

En el contexto inmediato del Proyecto existen numerosas áreas de interés turístico, que incluyen: el Balneario Público de Boquerón; el Poblado de Boquerón; el Club Náutico de Boquerón; variedad de comercios; restaurantes; hoteles; paradores; y propiedades residenciales utilizadas como alojamientos a corto plazo; entre otras. El Proyecto además se ubica cercano a áreas de atractivos naturales como lo son: el Refugio de Vida Silvestre de Boquerón; la Playa El Combate; y otros puntos de interés que sirven al público turístico que frecuenta el área.

En la actualidad, la mayoría de los terrenos no están desarrollados, con algunos usos no consolidados tales como: glamping; área para vehículos recreativos (RV Park); y estructuras abandonadas que fueron utilizadas previamente como

residencias unifamiliares. De igual manera, los terrenos no desarrollados son utilizados por grupos y organizaciones externas para hacer carreras de ciclismo de montaña, carreras de vehículos todoterreno y senderismo.

Es importante señalar que como parte del Proyecto se contemplan varias parcelas que al presente no pertenecen a Cabo Rojo Land Acquisition, LLC, pero que se vislumbran si lo sean en el futuro, ello sujeto a las negociaciones con varios de sus actuales propietarios. De no adquirirse dichas parcelas ello no impediría el desarrollo del Proyecto según representado en el plano conceptual presentado en el Anejo 2, en el que se identifican estas parcelas, mostrándolas en su estado actual y garantizando sus accesos a través de las vías propuestas.

No obstante, y debido a que dichas parcelas podrían formar del Proyecto, se incluye como Anejo 3 un plano conceptual en el que se incluyen todas estas parcelas como parte del desarrollo propuesto y que fueron evaluadas por el equipo técnico contratado por Cabo Rojo Land Acquisition, LLC. Por lo tanto, esta solicitud basa su programa y sus análisis de demanda a base de la versión más abarcadora del Proyecto según representado en el Anejo 3, esto para asegurar que las recomendaciones aquí solicitadas evalúen el impacto de la totalidad de la acción propuesta.

Cónsono con lo anterior, el plano conceptual del Proyecto (Anejo 3) propone usos hoteleros, de recreación y turístico-residenciales, siendo cónsonos con los usos existentes en el sector. Específicamente, se propone el desarrollo de: 530 unidades de hotel; 1,132 residencias turísticas unifamiliares y multifamiliares; una escuela con 500 unidades de vivienda para estudiantes; áreas recreativas; campos de golf; áreas de servicio médico; áreas comerciales y de entretenimiento; áreas de agricultura; y áreas de servicio e infraestructura. El Proyecto incluye además cuatro accesos públicos vehiculares a la playa con instalaciones sanitarias, apoyo para actividades públicas recreativas como el senderismo, observación de aves y ciclismo de montaña, y dos centros de actividades (*Towncenters*), donde se proveerá espacio para comercios y servicios, estableciendo ofertas gastronómicas, recreativas, culturales, religiosas y otros servicios esenciales para la comunidad en general.

El concepto de desarrollo y planificación de Esencia se basa en 5 principios fundamentales de protección y mejora de los recursos naturales, entre ellos: la protección de la zona costera para promover resiliencia; la protección de corredores de drenaje natural; la preservación de áreas con pendientes mayores de 30%; la protección de zonas de mangle; y la protección y mejora de áreas de humedales; entre otras.

Por último, Esencia se presenta como un desarrollo de baja densidad, ya que ocupará menos del 25% del total de los terrenos, de los cuales un 15% será ocupado por huellas de edificios y 10% por calles de acceso y otros componentes de infraestructura. El restante 75% de los terrenos objeto de desarrollo se propone como áreas verdes, incluyendo amplias áreas de paisajismo, dos campos de golf y áreas a designarse como zonas de conservación.

El Proyecto se dividirá en 19 componentes a desarrollarse en fases, según descritos a continuación:

COMPONENTE 1	
Cabida Propuesta:	200.34 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	50 habitaciones de hotel 90 residencias turísticas entre 4 a 8 habitaciones
Unidades Básicas de Vivienda Estimadas:	20 UBV : Habitaciones de Hotel 132 UBV: Residencias Turísticas
Área Neta Estimada Comercial:	10,000 pies cuadrados

Área Neta Estimada de Restaurantes:	7,800 pies cuadrados

COMPONENTE 2	
Cabida Propuesta:	128.18 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	110 habitaciones de hotel 224 residencias turísticas entre 2 a 8 habitaciones
Unidades Básicas de Vivienda Estimadas:	44 UBV : Habitaciones de Hotel 257.6 UBV: Residencias Turísticas
Área Neta Estimada Comercial:	25,000 pies cuadrados
Área Neta Estimada de Restaurantes:	16,000 pies cuadrados

COMPONENTE 3	
Cabida Propuesta:	184.77 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	120 habitaciones de hotel 186 residencias turísticas entre 2 a 8 habitaciones
Unidades Básicas de Vivienda Estimadas:	48 UBV : Habitaciones de Hotel 254 UBV: Residencias Turísticas
Área Neta Estimada Comercial:	25,000 pies cuadrados
Área Neta Estimada de Restaurantes:	6,614 pies cuadrados

COMPONENTE 4	
Cabida Propuesta:	11.27 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	20 habitaciones de hotel 10 residencias turísticas de un máximo de 5 habitaciones
Unidades Básicas de Vivienda Estimadas:	8 UBV : Habitaciones de Hotel 14 UBV: Residencias Turísticas
Área Neta Estimada Comercial:	2,000 pies cuadrados
Área Neta Estimada de Restaurantes:	7,200 pies cuadrados

COMPONENTE 5	
Cabida Propuesta:	435.97 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	200 habitaciones de hotel 292 residencias turísticas entre 2 a 8 habitaciones
Unidades Básicas de Vivienda Estimadas:	80 UBV : Habitaciones de Hotel 429 UBV: Residencias Turísticas

Área Neta Estimada Comercial:	35,000 pies cuadrados
Área Neta Estimada de Restaurantes:	30,500 pies cuadrados

COMPONENTE 6	
Cabida Propuesta:	38.33 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	30 habitaciones de hotel 16 residencias turísticas de un máximo de 5 habitaciones
Unidades Básicas de Vivienda Estimadas:	12 UBV : Habitaciones de Hotel 22.4 UBV: Residencias Turísticas
Área Neta Estimada de Restaurantes	4,500 pies cuadrados

COMPONENTE 7 | WEST TOWNCENTER	
Cabida Propuesta:	13.13 cuerdas
Usos Propuestos:	Comercial + Cultural + Entretenimiento + Residencial + Oficinas + Medico + Institucional
Unidades Propuestas:	80 apartamentos entre 1 a 4 habitaciones
Unidades Básicas de Vivienda Estimadas:	70 UBV
Área Neta Estimada Comercial & Usos Relacionados:	140,000 pies cuadrados
Área Neta Estimada de Restaurantes:	28,600 pies cuadrados
Área Neta Estimada de Oficinas:	45,000 pies cuadrados

COMPONENTE 8 | GOLF A	
Cabida Propuesta:	218.8 cuerdas
Usos Propuestos:	Recreativo (Campo de Golf) + Casa Club + Residencias Turísticas
Unidades Propuestas:	16 residencias turísticas de un máximo de 4 habitaciones
Unidades Básicas de Vivienda Estimadas:	19.2 UBV
Área Neta Estimada Comercial:	25,000 pies cuadrados
Área Neta Estimada de Restaurantes:	8,000 pies cuadrados

COMPONENTE 9 | GOLF B	
Cabida Propuesta:	169.5 cuerdas
Usos Propuestos:	Recreativo (Campo de Golf) + Casa Club
Área Neta Estimada Comercial:	30,000 pies cuadrados

Área Neta Estimada de Restaurantes:	10,000 pies cuadrados

COMPONENTE 10 | CLUB DEPORTIVO	
Cabida Propuesta:	28.84 cuerdas
Usos Propuestos:	Recreativo (Club Deportivo) + Comercial
Área Neta Estimada Comercial:	8,000 pies cuadrados
Área Neta Estimada de Restaurante:	5,200 pies cuadrados

COMPONENTE 11 | ESCUELA	
Cabida Propuesta:	8.13 cuerdas
Usos Propuestos:	Educativo
Unidades Propuestas:	500 dormitorios
Unidades Básicas de Vivienda Estimadas:	200 UBV

COMPONENTE 12 | CLUB DE PLAYA	
Cabida Propuesta:	10.41 cuerdas
Usos Propuestos:	Recreativo (Club de Playa) + Residencias Turísticas
Unidades Propuestas:	6 residencias turísticas entre 2 y 4 habitaciones
Unidades Básicas de Vivienda Estimadas:	6 UBV
Área Neta Estimada Comercial:	12,000 pies cuadrados
Área Neta Estimada de Restaurantes:	13,000 pies cuadrados

COMPONENTE 13 | COMUNIDAD DE ARTISTAS	
Cabida Propuesta:	28.11 cuerdas
Usos Propuestos:	Residencias Turísticas + Comercial
Unidades Propuestas:	16 residencias turísticas de 1 habitación
Unidades Básicas de Vivienda Estimadas:	9.6 UBV
Área Neta Estimada Comercial:	10,000 pies cuadrados

COMPONENTE 14 | EAST TOWNCENTER	
Cabida Propuesta:	6.72 cuerdas
Usos Propuestos:	Comercial + Entretenimiento + Residencial + Oficinas
Unidades Propuestas:	52 apartamentos entre 2 a 4 habitaciones
Unidades Básicas de Vivienda Estimadas:	49.6 UBV
Área Neta Estimada Comercial:	16,500 pies cuadrados

Área Neta Estimada de Restaurantes:	19,000 pies cuadrados
Área Neta Estimada de Oficina:	15,000 pies cuadrados

COMPONENTE 15 | CENTRO DE TRAUMA	
Cabida Propuesta:	8.39 cuerdas
Usos Propuestos:	Médico
Área Neta Estimada Servicios Médicos:	28,000 pies cuadrados

COMPONENTE 16 | INFRAESTRUCTURA	
Cabida Propuesta:	43.29 cuerdas
Usos Propuestos:	Infraestructura & Servicios

COMPONENTE 17 | RESIDENCIAS PARA EMPLEADOS	
Cabida Propuesta:	4.85 cuerdas
Usos Propuestos:	Residencial
Unidades Propuestas:	144 apartamentos de 2 habitaciones
Unidades Básicas de Vivienda Estimadas:	115 UBV

COMPONENTE 18 | VIAS PRINCIPALES & ACCESOS	
Cabida Propuesta:	97.96 cuerdas
Usos Propuestos:	Vías & Accesos

COMPONENTE 19 | AREAS DE CONSERVACION	
Cabida Propuesta:	407.38 cuerdas
Usos Propuestos:	Conservación

El Proyecto se propone desarrollar mediante seis fases, con fechas estimadas de finalización de construcción según descritas a continuación:

FECHA ESTIMADA DE FINALIZACION DE CONSTRUCCION	COMPONENTE	USOS PROPUESTOS
2027	Componente 2	Hotel + Residencias Turísticas
	Componente 8	Campo de Golf A
	Componente 10	Club de Deportes
	Componente 11	Escuela
	Componente 12	Club de Playa
	Componente 15	Centro de Trauma
	Componente 16	Infraestructura
	Componente 17	Residencias para Empleados
	Componente 18	Vías Principales & Accesos

2028	Componente 1	Hotel + Residencias Turísticas
	Componente 3	Hotel + Residencias Turísticas
	Componente 14	*East Towncenter*
	Componente 6	Hotel + Residencias Turísticas
2029	Componente 4	Hotel + Residencias Turísticas
	Componente 7	*West Towncenter*
	Componente 13	Comunidad de Artistas
2030	Componente 5	Hotel + Residencias Turísticas
	Componente 9	Campo de Golf B
-	Componente 19	Áreas de Conservación

INFRAESTRUCTURA

El Proyecto propone la construcción de facilidades centralizadas privadas de infraestructura y utilidades como fuentes primarias para satisfacer las demandas del Proyecto, incluyendo y no limitado a lo siguiente: pavimentación de caminos existentes; creación de vías nuevas; puntos de acceso públicos y privados; sistema de recolección, tratamiento y disposición de aguas usadas; sistema solar de generación y distribución de electricidad; sistema de tratamiento y distribución de agua potable; y facilidades de distribución de telecomunicaciones. No obstante, el Proyecto propone conexión a las facilidades existentes en el sector a ser utilizadas como fuentes secundarias, de acuerdo con las recomendaciones de las agencias envueltas. Por tanto, las facilidades por proveerse para el Proyecto estarán sujetas a las condiciones y/o recomendaciones hechas por las diferentes agencias estatales y federales concernidas.

TRAMITE SOLICITADO

- Departamento de Educación

  Se solicita de esta agencia aquellas recomendaciones en correspondientes a los 19 componentes del plano conceptual presentado que permitan desarrollar el diseño del Proyecto para obtener eventualmente su aprobación.

REGLAMENTOS APLICABLES

- Reglamento Conjunto Para la Evaluación y Expedición de Permisos Relacionados al Desarrollo, Uso de Terrenos y Operación de Negocios (2023)
- Reglamento de Sobre Áreas Especiales de Peligro a Inundación (Reglamento de Planificación Núm. 13) y National Flood Insurance Program (NFIP)
- International Building Code 2018
- International Fire Code 2018
- Puerto Rico Building Code 2018
- American with Disabilities Act
- American Society of Civil Engineer ASCE 24 & 7
- Puerto Rico Law 218-2008 Control and Prevention of the Lighting Pollution of Puerto Rico
- PR EQB 2014: Regulation to Control and Prevent Light Contamination

ANEJOS

- ANEJO 1: Tabla de Análisis de Propiedades
- ANEJO 2: Presentación de Proyecto Esquemático
- ANEJO 3: Presentación de Proyecto Esquemático

ANEJO 1:
Tabla de Análisis de Propiedades

San Juan | The Hub - 200 Convention Blvd., Suite 201, San Juan, PR 00907 | 787.754.1381
New York | 641 Lexington Ave., 13th FL, Suite 1326, New York, NY 10022 | 212.271.5280
Miami | 1221 Brickell Ave., Suite 900, Miami, FL 33131 | 305.995.8299
info@advfirm.com | alvarezdiazvillalon.com

PROPIEDADES									
			CABIDA		COORDENADAS				
#	# CATASTRO	DATOS REGISTRALES # FINCA	METROS CUADRADOS	CUERDAS	COORDENADAS LAMBERT	NAD83	ZONA DE INUNDABILIDAD	CLASIFICACION	CALIFICACION
A-2	403-000-002-02-000	32,623	3074799.736	782.3918	Lat: 17.99743354, Lon: -67.19165510	x: 119688.6748, y: 218328.6761	VE/AE/A	SRC/SREP-E	DTS/CR/PR/ARD
105	379-089-327-75-000	18,839	19364.5933	4.9269	Lat: 18.00143842, Lon: -67.19461846	x: 119376.6813, y: 218773.2374	VE/AE/A	SREP-E	DTS/PR
106	379-089-327-76-000	18,840	22018.333	5.6000	Lat: 18.00129685, Lon: -67.19522847	x: 119312.0137, y: 218757.8370	VE/AE/A	SREP-E	DTS/PR
107	379-089-327-77-000	18,841	18,788.01	4.7802	Lat: 18.00114700, Lon: -67.19582078	x: 119249.2168, y: 218741.5125	VE/AE/A	SREP-E	DTS/PR
108	379-089-327-78-000	18,842	19213.4915	4.8884	Lat: 18.00102875, Lon: -67.19642370	x: 119185.3105, y: 218728.6911	VE/AE/A	SREP-E	DTS/PR
21	379-000-010-05-000	18,782	39286.311	9.9955	Lat: 18.00090126, Lon: -67.19741916	x: 119079.8291, y: 218715.0198	VE/AE/A	SREP-E	DTS/PR/R-G
20	379-000-010-04-000	18,781	26940.6211	6.8544	Lat: 18.00089464, Lon: -67.19862354	x: 118952.2776, y: 218714.8200	VE/AE/A	SREP-E	R-G/PR
19	379-000-010-03-000	18,830	20284.0211	5.1608	Lat: 18.00068522, Lon: -67.19951128	x: 118858.1662, y: 218692.0348	VE/AE/A	SREP-E	R-G/PR
181	379-000-009-05-000	18,816	36733.6034	9.3460	Lat: 18.00021912, Lon: -67.20061663	x: 118740.8886, y: 218640.9370	VE/AE/A	SREP-E	R-G/PR
1	379-000-009-03-000	18,818	20069.125	5.1049	Lat: 17.99804953, Lon: -67.20223772	x: 118568.3490, y: 218401.8318	VE/AE	SREP-E	R-G/DTS/PR
79	379-000-009-02-001	18,808	19659.2923	5.0019	Lat: 17.99888395, Lon: -67.20310188	x: 118568.3490, y: 218401.8318	VE/AE	SREP-E	R-G/DTS/PR
78	379-000-009-02-000	18,807	19772.2027	5.0306	Lat: 17.999073, Lon: -67.204503	x: 118477.2185, y: 218494.5697	VE/AE	SREP-E	R-G/DTS/PR
77	379-000-009-01-000	18,806	21123.5259	5.3744	Lat: 17.99882095, Lon: -67.20393835	x: 118388.6025, y: 218487.9695	VE/AE	SREP-E	R-G/PR
76	402-000-004-67-000	18,805	12385.5425	3.1512	Lat: 17.99861968, Lon: -67.20477501	x: 118299.7532, y: 218465.7618	VE/AE	SREP-E	R-G/PR
3	402-007-327-03-000	31,178	3753.9717	0.9551	Lat: 17.99807794, Lon: -67.20626622	x: 118141.5736, y: 218406.4678	VE/AE	SREP-E	R-G/PR
2	402-007-327-02-000	31,178	4509.3138	1.1473	Lat: 17.99796891, Lon: -67.20653676	x: 118112.8707, y: 218394.5216	VE/AE	SREP-E	R-G/PR
5	402-007-327-05-000	31,178	3905.4349	0.9936	Lat: 17.99710964, Lon: -67.20640198	x: 118126.7433, y: 218299.3580	1% ACF	SREP-E	R-G
4	402-007-327-04-000	31,178	3959.5333	1.0074	Lat: 17.99727382, Lon: -67.20599778	x: 118169.6273, y: 218317.3487	1% ACF	SREP-E	R-G
1	402-007-327-01-000	29,700	3840.336	0.9771	Lat: 17.99782854, Lon: -67.20680313	x: 118084.5957, y: 218379.1047	VE/AE	SREP-E	R-G/PR
42	402-000-004-64-000	18,700	19926.7077	5.0699	Lat: 17.99721353, Lon: -67.20731818	x: 118029.7610, y: 218311.2655	VE/AE	SREP-E	R-G/PR
72	402-007-327-90-000	18,718	20122.6755	5.1198	Lat: 17.99638496, Lon: -67.20798977	x: 117958.2478, y: 218219.8611	VE/AE	SREP-E	R-G/DTS/PR
70	402-007-327-15-000	18,716	19714.7056	5.0160	Lat: 17.99520022, Lon: -67.20951352	x: 117796.3169, y: 218089.4177	VE	SREP-E	DTS
69	402-017-327-16-000	18,715	19691.5244	5.0101	Lat: 17.99387986, Lon: -67.21033837	x: 117708.3392, y: 217943.6512	VE	SRC	DTS
81	402-017-327-17-000	18,721	19744.2876	5.0235	Lat: 17.99294528, Lon: -67.21090108	x: 117648.3047, y: 217840.4649	VE	SRC	DTS
68	402-017-327-06-000	18,714	20708.2307	5.2687	Lat: 17.99377528, Lon: -67.20907296	x: 117842.3072, y: 217931.5082	X	SREP-E	DTS
84	402-017-327-07-000	18,724	19694.6833	5.0109	Lat: 17.99280389, Lon: -67.20867881	x: 117883.5955, y: 217823.8185	X	SREP-E	DTS
73	402-007-327-13-000	18,719	20232.7025	5.1478	Lat: 17.99488068, Lon: -67.20754409	x: 118004.7442, y: 218053.1680	X	SREP-E	DTS

PROPIEDADES									
			CABIDA		COORDENADAS				
#	# CATASTRO	DATOS REGISTRALES # FINCA	METROS CUADRADOS	CUERDAS	COORDENADAS LAMBERT	NAD83	ZONA DE INUNDABILIDAD	CLASIFICACION	CALIFICACION
37	402-007-327-12-000	18,789	20470.741	5.2080	Lat: 17.99545079, Lon: -67.20653969	x: 118111.3839, y: 218115.8181	X	SREP-E	DTS
32	402-008-327-25-000	18,695	22149.1051	5.6353	Lat: 17.99662880, Lon: -67.20383430	x: 118398.6013, y: 218245.2970	X	SREP-E	DTS
57	402-008-327-27-000	18,710	20139.3584	5.1240	Lat: 17.99739764, Lon: -67.20134532	x: 118662.5565, y: 218329.2849	X	SREP-E	DTS
56	402-008-327-28-000	18,709	22626.4242	5.7568	Lat: 17.99773582, Lon: -67.20043922	x: 118758.6747, y: 218366.3119	X	SREP-E	DTS
55	402-009-327-29-000	18,708	23535.7454	5.9881	Lat: 17.99787271, Lon: -67.19955909	x: 118851.9482, y: 218381.0729	X	SREP-E	DTS
52	379-099-327-79-000	18,829	20229.2849	5.1474	Lat: 17.99916041, Lon: -67.19878694	x: 118934.1706, y: 218522.9485	X	SREP-E	DTS
54	402-009-327-30-000	18,707	21551.9387	5.4834	Lat: 17.99768492, Lon: -67.19844581	x: 118969.7647, y: 218359.7947	X	SREP-E	DTS
53	379-099-327-80-000	18,706	19212.5906	4.8882	Lat: 17.99902280, Lon: -67.19742660	x: 119078.1735, y: 218507.1159	X	SREP-E	DTS
113	379-099-327-81-000	18,847	21322.3403	5.4250	Lat: 17.99895240, Lon: -67.19615266	x: 119213.0574, y: 218498.7615	X	SREP-E	DTS
104	402-009-327-82-000	18,838	18526.0984	4.7135	Lat: 17.99771481, Lon: -67.19554463	x: 119276.8810, y: 218361.5173	X	SREP-E	DTS
112	402-009-327-84-000	18,846	20089.4749	5.1113	Lat: 17.99744519, Lon: -67.19648005	x: 119177.6905, y: 218332.0889	X	SREP-E	DTS
44	402-009-327-85-000	18,792	21490.5754	5.4678	Lat: 17.99714526, Lon: -67.19738323	x: 119082.0484, y: 218299.5963	X	SREP-E	DTS
16	402-008-327-33-000	18,694	20033.1585	5.0970	Lat: 17.99549516, Lon: -67.20205052	x: 118586.9873, y: 218119.0317	X	SREP-E	DTS
15	402-008-327-34-000	18,779	23027.7787	5.8589	Lat: 17.99477862, Lon: -67.20255393	x: 118533.1917, y: 218039.6447	X	SREP-E	DTS
138	402-018-327-35-000	18,762	21171.6639	5.3866	Lat: 17.99463437, Lon: -67.20335591	x: 118448.1886, y: 218024.0365	X	SREP-E	DTS
33	402-018-327-36-000	18,696	22020.4014	5.6026	Lat: 17.99432614, Lon: -67.20428479	x: 118349.6698, y: 217990.3357	X	SREP-E	DTS
38	402-018-327-10-000	17,790	20021.5593	5.0940	Lat: 17.99399504, Lon: -67.20528404	x: 118243.6866, y: 217954.1349	X	SREP-E	DTS
29	402-017-327-09-000	18,783	19750.4213	5.0250	Lat: 17.99379866, Lon: -67.20623360	x: 118143.0297, y: 217932.8247	X	SREP-E	DTS
65	402-017-327-08-000	18,711	19888.3404	5.0601	Lat: 17.99364480, Lon: -67.20743864	x: 118015.3337, y: 217916.3338	X	SREP-E	DTS
67	402-017-327-23-000	18,713	20137.9900	5.1237	Lat: 17.99248909, Lon: -67.20667382	x: 118095.7948, y: 217788.0783	X	SREP-E	DTS
85	402-000-004-69-000	18,725	20282.1421	5.1603	Lat: 17.99166219, Lon: -67.20712899	x: 118047.3493, y: 217697.0657	X	SRC/SREP-E	DTS
x	402-027-327-22-000	18,785	19671.4617	5.0055	Lat: 17.99153655, Lon: -67.20863460	x: 117887.6838, y: 217683.5304	X	SRC	DTS
17	402-018-327-24-000	18,780	21562.3366	5.4860	Lat: 17.99218834, Lon: -67.20481520	x: 118292.6473, y: 217754.2661	X	SRC	DTS
5	402-018-327-44-000	18,692	21160.8633	5.3839	Lat: 17.99256749, Lon: -67.20356706	x: 118424.8637, y: 217795.3688	X	SRC	DTS
6	402-018-327-43-000	18,693	20705.5310	5.2681	Lat: 17.99292322, Lon: -67.20258433	x: 118529.1093, y: 217834.3040	X	SRC	DTS
178	402-028-327-49-000	18,813	19958.3058	5.0779	Lat: 17.99175125, Lon: -67.20182135	x: 118609.3712, y: 217704.2512	X	SRC	DTS
64	402-018-327-42-000	18,802	20818.9024	5.2969	Lat: 17.99331564, Lon: -67.20139878	x: 118654.8513, y: 217877.2095	X	SRC	DTS

PROPIEDADES									
			CABIDA		COORDENADAS				
#	# CATASTRO	DATOS REGISTRALES # FINCA	METROS CUADRADOS	CUERDAS	COORDENADAS LAMBERT	NAD83	ZONA DE INUNDABILIDAD	CLASIFICACION	CALIFICACION
174	402-018-327-41-000	18,809	20377.1854	5.1845	Lat: 17.99324122, Lon: -67.20050133	x: 118749.8644, y: 217868.5738	X	SRC	DTS
39	402-018-327-40-000	18,697	20816.7973	5.2969	Lat: 17.99405363, Lon: -67.19989087	x: 118814.8928, y: 217958.2204	X	SRC	DTS
40	402-019-327-38-000	18,698	20157.6959	5.1287	Lat: 17.99427348, Lon: -67.19863087	x: 118948.4390, y: 217981.9950	X	SRC	DTS
22	402-019-327-37-000	18,831	20419.7597	5.1953	Lat: 17.99483658, Lon: -67.19769495	x: 119047.8203, y: 218043.9048	X	SRC	DTS
45	402-009-327-86-000	18,793	20887.0094	5.3142	Lat: 17.99493719, Lon: -67.19655814	x: 119168.2630, y: 218054.5383	X	SREP-E	DTS
110	402-009-327-87-000	18,844	17145.1235	4.3622	Lat: 17.99583991, Lon: -67.19616068	x: 119210.7736, y: 218154.2759	X	SREP-E	DTS
109	402-009-327-83-000	18,843	172266.7672	4.3931	Lat: 17.99608692, Lon: -67.19489753	x: 119344.6636, y: 218181.0582	X	SREP-E	DTS
60	402-009-327-72-000	18,798	20727.1922	5.2736	Lat: 17.99698396, Lon: -67.19399563	x: 119440.5924, y: 218279.9445	X	SRC/SREP-E	DTS
59	402-009-327-71-000	18,797	22912.7218	5.8296	Lat: 17.99571215, Lon: -67.19348093	x: 119494.5187, y: 218138.9554	X	SRC/SREP-E	DTS
111	402-019-327-88-000	18,845	17515.1883	4.4563	Lat: 17.99470737, Lon: -67.19518703	x: 119313.3680, y: 218028.4977	X	SREP-E	DTS
46	402-019-327-89-000	18,794	30321.6115	7.7146	Lat: 17.99329896, Lon: -67.19599492	x: 119227.1568, y: 217872.9706	X	SREP-E	DTS
34	402-019-327-68-000	18,786	25149.7093	6.3988	Lat: 17.99254581, Lon: -67.19485380	x: 119347.6640, y: 217789.1096	X	SREP-E	DTS
58	402-019-327-69-000	18,796	19553.9663	4.9751	Lat: 17.99411254, Lon: -67.19413338	x: 119424.6835, y: 217962.1979	X	SREP-E	DTS
13-B	402-000-005-28-000	24,097	464921.2499	118.2887	Lat: 17.99400574, Lon: -67.18904396	x: 119963.6440, y: 217948.1451	X	SRC	DTS
13-A	402-000-005-29-000	24,096	492773.8943	125.3751	Lat: 17.98977815, Lon: -67.18718309	x: 120158.7994, y: 217479.4250	X	SUNP	UR
76	403-000-002-15-000	4,523	24131.7812	6.1404	Lat: 17.99198924, Lon: -67.16696704	x: 122300.8707, y: 217715.4513	X	SRC	ARD
8-B	403-000-002-50-000	37,189	19958.1695	5.0784	Lat: 17.99189938, Lon: -67.16628831	x: 122372.7151, y: 217705.2183	X	SRC	ARD
78	402-029-327-57-000	18,787	19653.4048	5.0009	Lat: 17.99083209, Lon: -67.19608763	x: 119216.2006, y: 217599.9803	X	SRC	DTS
12	402-000-005-54-000	24,930	92045.321	23.4212	Lat: 17.98722323, Lon: -67.19363812	x: 119473.9700, y: 217199.4740	X	SRC	RT-I
47	402-019-327-51-000	21,859	20594.0529	5.2402	Lat: 17.99198647, Lon: -67.19699784	x: 119120.3335, y: 217728.1476	X	SRC	DTS
-	403-000-002-16-000	19,305	20071.5734	5.1073	Lat: 17.99245574, Lon: -67.16735907	x: 122259.5588, y: 217767.2502	X	SRC	ARD

PROPIEDADES PENDIENTES POR ADQUIRIR Y/O EN NEGOCIACION

			CABIDA		COORDENADAS				
#	# CATASTRO	DATOS REGISTRALES # FINCA	METROS CUADRADOS	CUERDAS	COORDENADAS LAMBERT	NAD83	ZONA DE INUNDABILIDAD	CLASIFICACION	CALIFICACION
7	379-000-009-04-000	18,822	18009.9359	4.5827	Lat: 17.99921227, Lon: -67.20175673	x: 118619.8282, y: 218530.3099	VE/AE	SREP-E	R-G/PR
75	402-000-004-66-000	18,804	17705.3569	4.5052	Lat: 17.99808128, Lon: -67.20555272	x: 118217.1391, y: 218406.5192	VE/AE	SREP-E	R-G/PR
71	402-007-327-14-000	18,717	19757.4574	5.0273	Lat: 17.99563125, Lon: -67.20858516	x: 117894.8390, y: 218136.7070	VE	SREP-E	DTS
41	402-008-327-11-000	18,699	20885.9676	5.3145	Lat: 17.99576891, Lon: -67.20565987	x: 118204.7120, y: 218150.6344	X	SREP-E	DTS
38	402-000-004-68-000	18,818	20255.2677	5.1540	Lat: 17.99625303, Lon: -67.20469355	x: 118307.2767, y: 218203.7853	X	SREP-E	DTS
62	379-099-327-74-000	18,800	19527.7894	4.9689	Lat: 17.99929836, Lon: -67.19450370	x: 119387.8501, y: 218536.3256	X	SREP-E	DTS
61	379-099-327-73-000	18,799	20290.0349	5.1629	Lat: 17.99814069, Lon: -67.19426250	x: 119412.8619, y: 218408.0891	X	SREP-E	DTS
53	402-009-327-31-000	-	40666.1094	10.3476	Lat: 17.99612389, Lon: -67.19872666	x: 118939.2990, y: 218187.1450	X	SREP-E	DTS
179	402-008-327-39-000	18,814	20559.3304	5.2314	Lat: 17.99534984, Lon: -67.19984573	x: 118820.2739, y: 218101.6643	X	SRC	DTS
180	402-008-327-32-000	-	21702.9561	5.5224	Lat: 17.99553751, Lon: -67.20112057	x: 118685.4953, y: 218123.3057	X	SREP-E	DTS
-	402-027-327-21-000	-	19717.2213	5.0171	Lat: 17.99154158, Lon: -67.20984636	x: 117759.3502, y: 217684.6307	X	SRC	DTS
31	402-027-327-20-000	-	19679.8355	5.0076	Lat: 17.99137073, Lon: -67.21093952	x: 117643.4936, y: 217666.2126	X	SRC	DTS
BB	402-020-327-70-000	-	22217.2462	5.6532	Lat: 17.99398170, Lon: -67.19314572	x: 119529.2242, y: 217947.2823	X	SREP-E	DTS

ANEJO 2:
Presentación de Proyecto Esquemático

San Juan | The Hub - 200 Convention Blvd., Suite 201, San Juan, PR 00907 | 787.754.1381
New York | 641 Lexington Ave., 13th FL, Suite 1326, New York, NY 10022 | 212.271.5280
Miami | 1221 Brickell Ave., Suite 900, Miami, FL 33131 | 305.995.8299
info@advfirm.com | alvarezdiazvillalon.com

CONCEPTUAL PLAN
DETAILED ILLUSTRATIVE OVERALL PLAN



SCALE: 1:15,000

0 250m 500m 1,000m

ESENCIA
CONCEPTUAL PLANNING
MAY 2024

Rees Jones, Inc. GOLF COURSE DESIGN

edsa

AD&V ALVAREZ-DIAZ & VILLALÓN

ANEJO 3:
Presentación de Proyecto Esquemático

San Juan | The Hub - 200 Convention Blvd., Suite 201, San Juan, PR 00907 | 787.754.1381
New York | 641 Lexington Ave., 13th FL, Suite 1326, New York, NY 10022 | 212.271.5280
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CONCEPTUAL PLAN
DETAILED ILLUSTRATIVE OVERALL PLAN



SCALE: 1:15,000

0 250m 500m 1,000m

ESENCIA
CONCEPTUAL PLANNING
MAY 2024

Rees Jones, Inc. GOLF COURSE DESIGN

edsa

AD&V ALVAREZ-DIAZ & VILLALÓN

CONCEPTUAL PLAN
DETAILED ILLUSTRATIVE OVERALL PLAN



SCALE: 1:15,000

0 250m 500m 1,000m

ESENCIA
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CONCEPTUAL PLAN
DETAILED ILLUSTRATIVE OVERALL PLAN



SCALE: 1:15,000

0 250m 500m 1,000m

ESENCIA
CONCEPTUAL PLANNING
MAY 2024

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AD&V ALVAREZ-DIAZ & VILLALÓN


Boqueron
Bay
Balneario Publico
de Boqueron
Refugio De Vida
Silvestre de Boqueron
Caño
Boqueron
Los Pozos
Beach
El Combate
Corozo
Refugio Nacional
De Vida Silvestre de Cabo Rojo

Nombre del Proyecto	Esencia
Fecha	05.23.2024
Re:	Memorial Explicativo | SRU

INFORMACIÓN GENERAL DEL PROYECTO	
Descripción Del Solar	*Cabo Rojo Land Acquisition LLC adquirió el título y/u opciones de adquirir título de múltiples parcelas de terreno localizadas en la Carr. Estatal PR-301, Km 10.05 del Barrio Boquerón en el Municipio de Cabo Rojo, Puerto Rico. Los predios tienen una cabida superficial total de aproximadamente 6,088,514 metros cuadrados, equivalentes a 1,549 cuerdas (en adelante referidos como la "Propiedad" o "los terrenos"). Los terrenos tienen acceso a través de la Carretera Estatal PR-301, Km 10.05 del Municipio de Cabo Rojo.*

DUEÑO Y PROPONENTE	
Nombre:	Cabo Rojo Land Aquisition LLC
Representante Autorizado:	Gladys Fontanez
Dirección:	361 San Francisco Street, Suite 4, San Juan, PR, 00901
Teléfono:	(787) 723-8756
DESARROLLADOR	
Nombre:	Three Rules Capital
Representante Autorizado:	Roberto Ruiz
Dirección:	250 Avenida Muñoz Rivera , Suite 440, San Juan, PR 00928
Teléfono:	(787) 367-5708
PROYECTISTA	
Nombre:	Alvarez-Diaz & Villalon® (ADVision, PSC)
Representante Autorizado:	Arq. Ricardo Alvarez-Diaz
Dirección:	PO Box 16318, San Juan PR 00908-6318
Teléfono:	(787) 754-1381
Email:	permits@aldivi.com

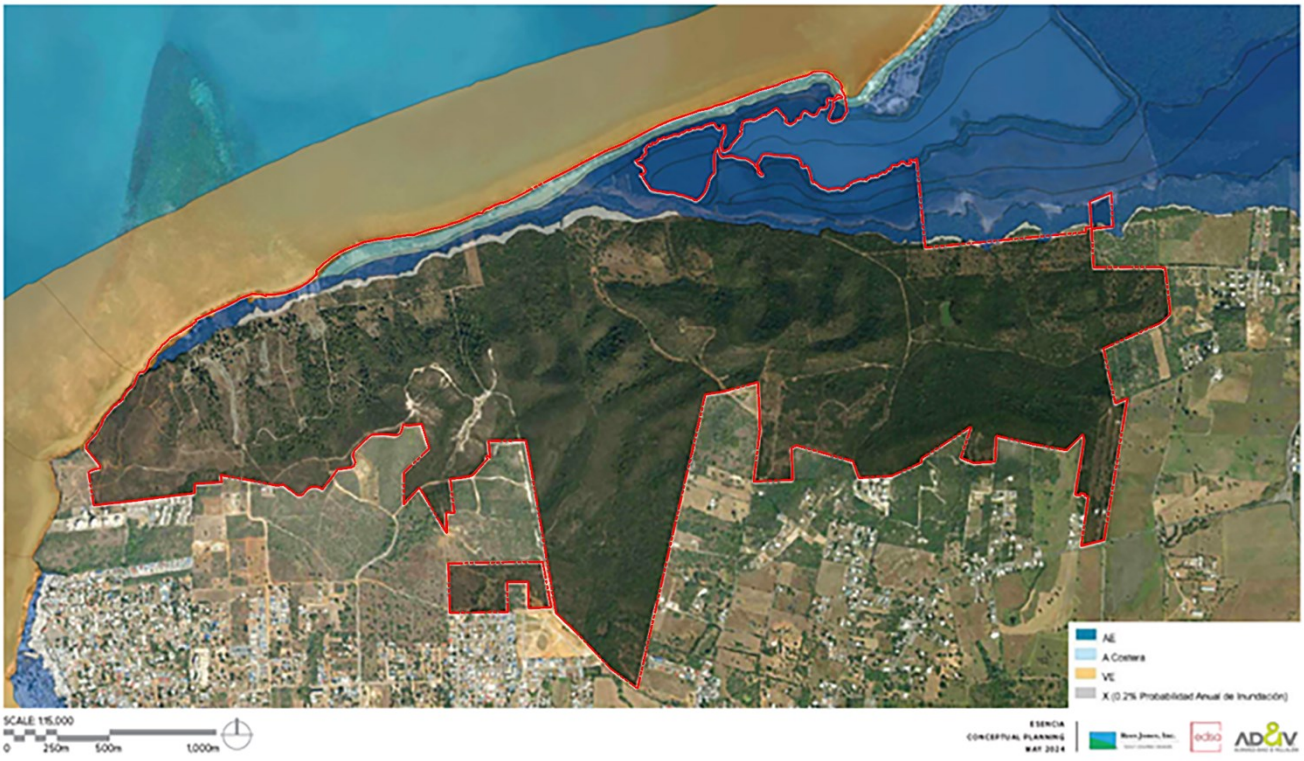
PROPIEDADES & TITULARIDAD

Se incluye como Anejo #1 un listado de las parcelas que componen el proyecto propuesto, que incluye: cabidas, coordenadas, números de catastro, calificaciones, clasificaciones, zona de inundabilidad y datos registrales.

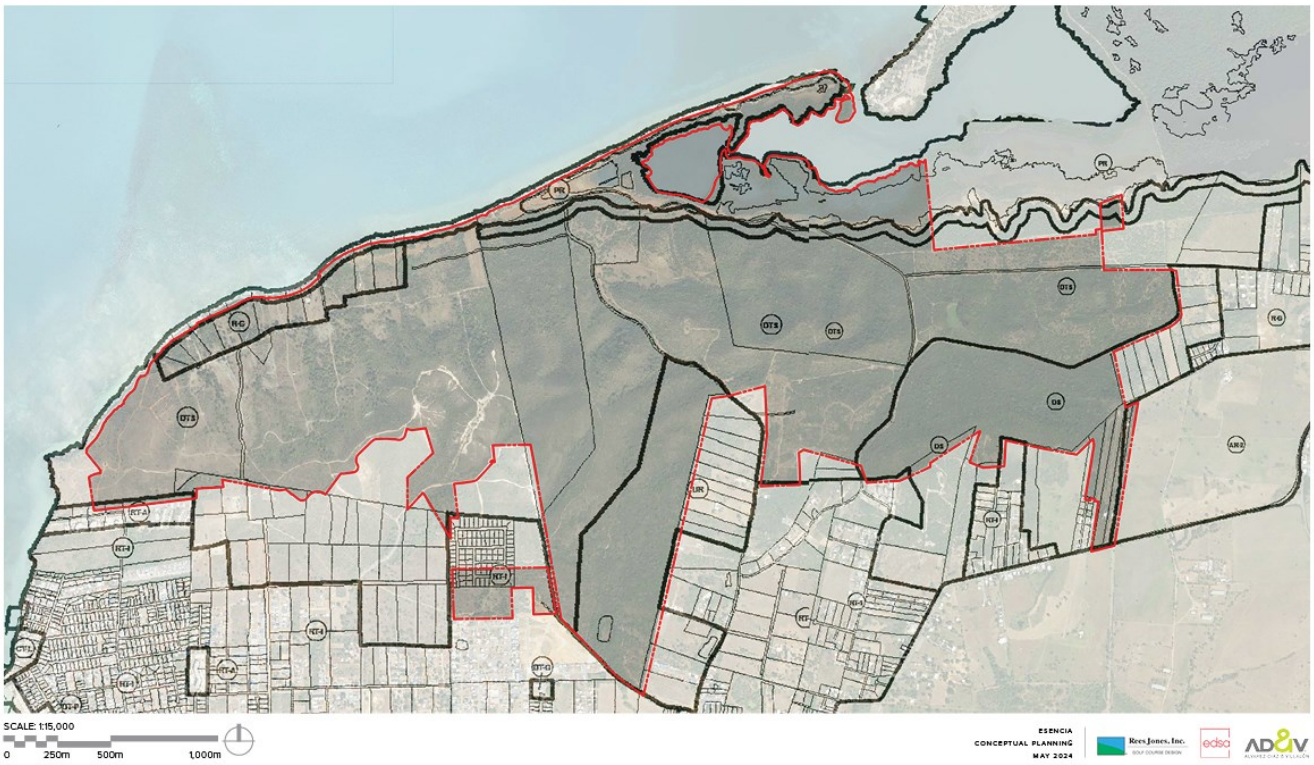
LOCALIZACION DEL PROYECTO, Figura 1



MAPA DE INUNDABILIDAD, Figura 2



MAPA ZONA DE INTERES TURISTICO CABO ROJO, Figura 3



DESCRIPCIÓN GENERAL DEL PROYECTO PROPUESTO

Cabo Rojo Land Acquisition, LLC (en adelante el "Proponente") propone un desarrollo turístico-residencial en el Municipio de Cabo Rojo (en adelante "Esencia" o el "Proyecto") que está compuesto por 81 parcelas con una cabida total de 1,549 cuerdas (6,088,514 metros cuadrados) (Ver Figura 1). La topografía de los terrenos muestra cambios en elevación desde un mínimo de 1 metro hasta un máximo de 107 metros sobre el nivel del mar y, en su mayoría, quedan fuera del nivel de inundabilidad establecido por los mapas ABFE del 2018 (Ver Figura 2). Los terrenos objeto de desarrollo están calificados como DTS, R-G, DS y UR; clasificados como SUNP, SRC, SREP; y figuran dentro de la Zona Especial Sobrepuesta de Interés Turístico de Cabo Rojo (Ver Figura 3).

La Propiedad colinda por el Norte con el Mar Caribe y el Caño Boquerón, y por el Sur, Este y Oeste con desarrollos residenciales unifamiliares y multifamiliares, áreas no desarrolladas y la Carretera Estatal PR-301. El Proyecto contará con tres puntos de acceso, siendo los dos principales a través de la Carretera Estatal PR-301 y uno secundario a través del Camino Monte Carlo.

En el contexto inmediato del Proyecto existen numerosas áreas de interés turístico, que incluyen: el Balneario Público de Boquerón; el Poblado de Boquerón; el Club Náutico de Boquerón; variedad de comercios; restaurantes; hoteles; paradores; y propiedades residenciales utilizadas como alojamientos a corto plazo; entre otras. El Proyecto además se ubica cercano a áreas de atractivos naturales como lo son: el Refugio de Vida Silvestre de Boquerón; la Playa El Combate; y otros puntos de interés que sirven al público turístico que frecuenta el área.

En la actualidad, la mayoría de los terrenos no están desarrollados, con algunos usos no consolidados tales como: glamping; área para vehículos recreativos (RV Park); y estructuras abandonadas que fueron utilizadas previamente como

residencias unifamiliares. De igual manera, los terrenos no desarrollados son utilizados por grupos y organizaciones externas para hacer carreras de ciclismo de montaña, carreras de vehículos todoterreno y senderismo.

Es importante señalar que como parte del Proyecto se contemplan varias parcelas que al presente no pertenecen a Cabo Rojo Land Acquisition, LLC, pero que se vislumbran si lo sean en el futuro, ello sujeto a las negociaciones con varios de sus actuales propietarios. De no adquirirse dichas parcelas ello no impediría el desarrollo del Proyecto según representado en el plano conceptual presentado en el Anejo 2, en el que se identifican estas parcelas, mostrándolas en su estado actual y garantizando sus accesos a través de las vías propuestas.

No obstante, y debido a que dichas parcelas podrían formar del Proyecto, se incluye como Anejo 3 un plano conceptual en el que se incluyen todas estas parcelas como parte del desarrollo propuesto y que fueron evaluadas por el equipo técnico contratado por Cabo Rojo Land Acquisition, LLC. Por lo tanto, esta solicitud basa su programa y sus análisis de demanda a base de la versión más abarcadora del Proyecto según representado en el Anejo 3, esto para asegurar que las recomendaciones aquí solicitadas evalúen el impacto de la totalidad de la acción propuesta.

Cónsono con lo anterior, el plano conceptual del Proyecto (Anejo 3) propone usos hoteleros, de recreación y turístico-residenciales, siendo cónsonos con los usos existentes en el sector. Específicamente, se propone el desarrollo de: 530 unidades de hotel; 1,132 residencias turísticas unifamiliares y multifamiliares; una escuela con 500 unidades de vivienda para estudiantes; áreas recreativas; campos de golf; áreas de servicio médico; áreas comerciales y de entretenimiento; áreas de agricultura; y áreas de servicio e infraestructura. El Proyecto incluye además cuatro accesos públicos vehiculares a la playa con instalaciones sanitarias, apoyo para actividades públicas recreativas como el senderismo, observación de aves y ciclismo de montaña, y dos centros de actividades (*Towncenters*), donde se proveerá espacio para comercios y servicios, estableciendo ofertas gastronómicas, recreativas, culturales, religiosas y otros servicios esenciales para la comunidad en general.

El concepto de desarrollo y planificación de Esencia se basa en 5 principios fundamentales de protección y mejora de los recursos naturales, entre ellos: la protección de la zona costera para promover resiliencia; la protección de corredores de drenaje natural; la preservación de áreas con pendientes mayores de 30%; la protección de zonas de mangle; y la protección y mejora de áreas de humedales; entre otras.

Por último, Esencia se presenta como un desarrollo de baja densidad, ya que ocupará menos del 25% del total de los terrenos, de los cuales un 15% será ocupado por huellas de edificios y 10% por calles de acceso y otros componentes de infraestructura. El restante 75% de los terrenos objeto de desarrollo se propone como áreas verdes, incluyendo amplias áreas de paisajismo, dos campos de golf y áreas a designarse como zonas de conservación.

El Proyecto se dividirá en 19 componentes a desarrollarse en fases, según descritos a continuación:

COMPONENTE 1	
Cabida Propuesta:	200.34 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	50 habitaciones de hotel 90 residencias turísticas entre 4 a 8 habitaciones
Unidades Básicas de Vivienda Estimadas:	20 UBV : Habitaciones de Hotel 132 UBV: Residencias Turísticas
Área Neta Estimada Comercial:	10,000 pies cuadrados

Área Neta Estimada de Restaurantes:	7,800 pies cuadrados

COMPONENTE 2	
Cabida Propuesta:	128.18 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	110 habitaciones de hotel 224 residencias turísticas entre 2 a 8 habitaciones
Unidades Básicas de Vivienda Estimadas:	44 UBV : Habitaciones de Hotel 257.6 UBV: Residencias Turísticas
Área Neta Estimada Comercial:	25,000 pies cuadrados
Área Neta Estimada de Restaurantes:	16,000 pies cuadrados

COMPONENTE 3	
Cabida Propuesta:	184.77 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	120 habitaciones de hotel 186 residencias turísticas entre 2 a 8 habitaciones
Unidades Básicas de Vivienda Estimadas:	48 UBV : Habitaciones de Hotel 254 UBV: Residencias Turísticas
Área Neta Estimada Comercial:	25,000 pies cuadrados
Área Neta Estimada de Restaurantes:	6,614 pies cuadrados

COMPONENTE 4	
Cabida Propuesta:	11.27 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	20 habitaciones de hotel 10 residencias turísticas de un máximo de 5 habitaciones
Unidades Básicas de Vivienda Estimadas:	8 UBV : Habitaciones de Hotel 14 UBV: Residencias Turísticas
Área Neta Estimada Comercial:	2,000 pies cuadrados
Área Neta Estimada de Restaurantes:	7,200 pies cuadrados

COMPONENTE 5	
Cabida Propuesta:	435.97 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	200 habitaciones de hotel 292 residencias turísticas entre 2 a 8 habitaciones
Unidades Básicas de Vivienda Estimadas:	80 UBV : Habitaciones de Hotel 429 UBV: Residencias Turísticas

Área Neta Estimada Comercial:	35,000 pies cuadrados
Área Neta Estimada de Restaurantes:	30,500 pies cuadrados

COMPONENTE 6	
Cabida Propuesta:	38.33 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	30 habitaciones de hotel 16 residencias turísticas de un máximo de 5 habitaciones
Unidades Básicas de Vivienda Estimadas:	12 UBV : Habitaciones de Hotel 22.4 UBV: Residencias Turísticas
Área Neta Estimada de Restaurantes	4,500 pies cuadrados

COMPONENTE 7 | WEST TOWNCENTER	
Cabida Propuesta:	13.13 cuerdas
Usos Propuestos:	Comercial + Cultural + Entretenimiento + Residencial + Oficinas + Medico + Institucional
Unidades Propuestas:	80 apartamentos entre 1 a 4 habitaciones
Unidades Básicas de Vivienda Estimadas:	70 UBV
Área Neta Estimada Comercial & Usos Relacionados:	140,000 pies cuadrados
Área Neta Estimada de Restaurantes:	28,600 pies cuadrados
Área Neta Estimada de Oficinas:	45,000 pies cuadrados

COMPONENTE 8 | GOLF A	
Cabida Propuesta:	218.8 cuerdas
Usos Propuestos:	Recreativo (Campo de Golf) + Casa Club + Residencias Turísticas
Unidades Propuestas:	16 residencias turísticas de un máximo de 4 habitaciones
Unidades Básicas de Vivienda Estimadas:	19.2 UBV
Área Neta Estimada Comercial:	25,000 pies cuadrados
Área Neta Estimada de Restaurantes:	8,000 pies cuadrados

COMPONENTE 9 | GOLF B	
Cabida Propuesta:	169.5 cuerdas
Usos Propuestos:	Recreativo (Campo de Golf) + Casa Club
Área Neta Estimada Comercial:	30,000 pies cuadrados

Área Neta Estimada de Restaurantes:	10,000 pies cuadrados

COMPONENTE 10 | CLUB DEPORTIVO	
Cabida Propuesta:	28.84 cuerdas
Usos Propuestos:	Recreativo (Club Deportivo) + Comercial
Área Neta Estimada Comercial:	8,000 pies cuadrados
Área Neta Estimada de Restaurante:	5,200 pies cuadrados

COMPONENTE 11 | ESCUELA	
Cabida Propuesta:	8.13 cuerdas
Usos Propuestos:	Educativo
Unidades Propuestas:	500 dormitorios
Unidades Básicas de Vivienda Estimadas:	200 UBV

COMPONENTE 12 | CLUB DE PLAYA	
Cabida Propuesta:	10.41 cuerdas
Usos Propuestos:	Recreativo (Club de Playa) + Residencias Turísticas
Unidades Propuestas:	6 residencias turísticas entre 2 y 4 habitaciones
Unidades Básicas de Vivienda Estimadas:	6 UBV
Área Neta Estimada Comercial:	12,000 pies cuadrados
Área Neta Estimada de Restaurantes:	13,000 pies cuadrados

COMPONENTE 13 | COMUNIDAD DE ARTISTAS	
Cabida Propuesta:	28.11 cuerdas
Usos Propuestos:	Residencias Turísticas + Comercial
Unidades Propuestas:	16 residencias turísticas de 1 habitación
Unidades Básicas de Vivienda Estimadas:	9.6 UBV
Área Neta Estimada Comercial:	10,000 pies cuadrados

COMPONENTE 14 | EAST TOWNCENTER	
Cabida Propuesta:	6.72 cuerdas
Usos Propuestos:	Comercial + Entretenimiento + Residencial + Oficinas
Unidades Propuestas:	52 apartamentos entre 2 a 4 habitaciones
Unidades Básicas de Vivienda Estimadas:	49.6 UBV
Área Neta Estimada Comercial:	16,500 pies cuadrados

Área Neta Estimada de Restaurantes:	19,000 pies cuadrados
Área Neta Estimada de Oficina:	15,000 pies cuadrados

COMPONENTE 15 | CENTRO DE TRAUMA	
Cabida Propuesta:	8.39 cuerdas
Usos Propuestos:	Médico
Área Neta Estimada Servicios Médicos:	28,000 pies cuadrados

COMPONENTE 16 | INFRAESTRUCTURA	
Cabida Propuesta:	43.29 cuerdas
Usos Propuestos:	Infraestructura & Servicios

COMPONENTE 17 | RESIDENCIAS PARA EMPLEADOS	
Cabida Propuesta:	4.85 cuerdas
Usos Propuestos:	Residencial
Unidades Propuestas:	144 apartamentos de 2 habitaciones
Unidades Básicas de Vivienda Estimadas:	115 UBV

COMPONENTE 18 | VIAS PRINCIPALES & ACCESOS	
Cabida Propuesta:	97.96 cuerdas
Usos Propuestos:	Vías & Accesos

COMPONENTE 19 | AREAS DE CONSERVACION	
Cabida Propuesta:	407.38 cuerdas
Usos Propuestos:	Conservación

El Proyecto se propone desarrollar mediante seis fases, con fechas estimadas de finalización de construcción según descritas a continuación:

FECHA ESTIMADA DE FINALIZACION DE CONSTRUCCION	COMPONENTE	USOS PROPUESTOS
2027	Componente 2	Hotel + Residencias Turísticas
	Componente 8	Campo de Golf A
	Componente 10	Club de Deportes
	Componente 11	Escuela
	Componente 12	Club de Playa
	Componente 15	Centro de Trauma
	Componente 16	Infraestructura
	Componente 17	Residencias para Empleados
	Componente 18	Vías Principales & Accesos

2028	Componente 1	Hotel + Residencias Turísticas
	Componente 3	Hotel + Residencias Turísticas
	Componente 14	*East Towncenter*
	Componente 6	Hotel + Residencias Turísticas
2029	Componente 4	Hotel + Residencias Turísticas
	Componente 7	*West Towncenter*
	Componente 13	Comunidad de Artistas
2030	Componente 5	Hotel + Residencias Turísticas
	Componente 9	Campo de Golf B
-	Componente 19	Áreas de Conservación

INFRAESTRUCTURA

El Proyecto propone la construcción de facilidades centralizadas privadas de infraestructura y utilidades como fuentes primarias para satisfacer las demandas del Proyecto, incluyendo y no limitado a lo siguiente: pavimentación de caminos existentes; creación de vías nuevas; puntos de acceso públicos y privados; sistema de recolección, tratamiento y disposición de aguas usadas; sistema solar de generación y distribución de electricidad; sistema de tratamiento y distribución de agua potable; y facilidades de distribución de telecomunicaciones. No obstante, el Proyecto propone conexión a las facilidades existentes en el sector a ser utilizadas como fuentes secundarias, de acuerdo con las recomendaciones de las agencias envueltas. Por tanto, las facilidades por proveerse para el Proyecto estarán sujetas a las condiciones y/o recomendaciones hechas por las diferentes agencias estatales y federales concernidas.

TRAMITE SOLICITADO

- Departamento de Recreación y Deportes

  Se solicita de esta agencia aquellas recomendaciones correspondientes a los 19 componentes del plano conceptual presentado que permitan desarrollar el diseño del Proyecto para obtener eventualmente su aprobación.

REGLAMENTOS APLICABLES

- Reglamento Conjunto Para la Evaluación y Expedición de Permisos Relacionados al Desarrollo, Uso de Terrenos y Operación de Negocios (2023)
- Reglamento de Sobre Áreas Especiales de Peligro a Inundación (Reglamento de Planificación Núm. 13) y National Flood Insurance Program (NFIP)
- International Building Code 2018
- International Fire Code 2018
- Puerto Rico Building Code 2018
- American with Disabilities Act
- American Society of Civil Engineer ASCE 24 & 7
- Puerto Rico Law 218-2008 Control and Prevention of the Lighting Pollution of Puerto Rico
- PR EQB 2014: Regulation to Control and Prevent Light Contamination

ANEJOS

- ANEJO 1: Tabla de Análisis de Propiedades
- ANEJO 2: Presentación de Proyecto Esquemático
- ANEJO 3: Presentación de Proyecto Esquemático

ANEJO 1:
Tabla de Análisis de Propiedades

San Juan | The Hub - 200 Convention Blvd., Suite 201, San Juan, PR 00907 | 787.754.1381
New York | 641 Lexington Ave., 13th FL, Suite 1326, New York, NY 10022 | 212.271.5280
Miami | 1221 Brickell Ave., Suite 900, Miami, FL 33131 | 305.995.8299
info@advfirm.com | alvarezdiazvillalon.com

PROPIEDADES									
			CABIDA		COORDENADAS				
#	# CATASTRO	DATOS REGISTRALES # FINCA	METROS CUADRADOS	CUERDAS	COORDENADAS LAMBERT	NAD83	ZONA DE INUNDABILIDAD	CLASIFICACION	CALIFICACION
A-2	403-000-002-02-000	32,623	3074799.736	782.3918	Lat: 17.99743354, Lon: -67.19165510	x: 119688.6748, y: 218328.6761	VE/AE/A	SRC/SREP-E	DTS/CR/PR/ARD
105	379-089-327-75-000	18,839	19364.5933	4.9269	Lat: 18.00143842, Lon: -67.19461846	x: 119376.6813, y: 218773.2374	VE/AE/A	SREP-E	DTS/PR
106	379-089-327-76-000	18,840	22018.333	5.6000	Lat: 18.00129685, Lon: -67.19522847	x: 119312.0137, y: 218757.8370	VE/AE/A	SREP-E	DTS/PR
107	379-089-327-77-000	18,841	18,788.01	4.7802	Lat: 18.00114700, Lon: -67.19582078	x: 119249.2168, y: 218741.5125	VE/AE/A	SREP-E	DTS/PR
108	379-089-327-78-000	18,842	19213.4915	4.8884	Lat: 18.00102875, Lon: -67.19642370	x: 119185.3105, y: 218728.6911	VE/AE/A	SREP-E	DTS/PR
21	379-000-010-05-000	18,782	39286.311	9.9955	Lat: 18.00090126, Lon: -67.19741916	x: 119079.8291, y: 218715.0198	VE/AE/A	SREP-E	DTS/PR/R-G
20	379-000-010-04-000	18,781	26940.6211	6.8544	Lat: 18.00089464, Lon: -67.19862354	x: 118952.2776, y: 218714.8200	VE/AE/A	SREP-E	R-G/PR
19	379-000-010-03-000	18,830	20284.0211	5.1608	Lat: 18.00068522, Lon: -67.19951128	x: 118858.1662, y: 218692.0348	VE/AE/A	SREP-E	R-G/PR
181	379-000-009-05-000	18,816	36733.6034	9.3460	Lat: 18.00021912, Lon: -67.20061663	x: 118740.8886, y: 218640.9370	VE/AE/A	SREP-E	R-G/PR
1	379-000-009-03-000	18,818	20069.125	5.1049	Lat: 17.99804953, Lon: -67.20223772	x: 118568.3490, y: 218401.8318	VE/AE	SREP-E	R-G/DTS/PR
79	379-000-009-02-001	18,808	19659.2923	5.0019	Lat: 17.99888395, Lon: -67.20310188	x: 118568.3490, y: 218401.8318	VE/AE	SREP-E	R-G/DTS/PR
78	379-000-009-02-000	18,807	19772.2027	5.0306	Lat: 17.999073, Lon: -67.204503	x: 118477.2185, y: 218494.5697	VE/AE	SREP-E	R-G/DTS/PR
77	379-000-009-01-000	18,806	21123.5259	5.3744	Lat: 17.99882095, Lon: -67.20393835	x: 118388.6025, y: 218487.9695	VE/AE	SREP-E	R-G/PR
76	402-000-004-67-000	18,805	12385.5425	3.1512	Lat: 17.99861968, Lon: -67.20477501	x: 118299.7532, y: 218465.7618	VE/AE	SREP-E	R-G/PR
3	402-007-327-03-000	31,178	3753.9717	0.9551	Lat: 17.99807794, Lon: -67.20626622	x: 118141.5736, y: 218406.4678	VE/AE	SREP-E	R-G/PR
2	402-007-327-02-000	31,178	4509.3138	1.1473	Lat: 17.99796891, Lon: -67.20653676	x: 118112.8707, y: 218394.5216	VE/AE	SREP-E	R-G/PR
5	402-007-327-05-000	31,178	3905.4349	0.9936	Lat: 17.99710964, Lon: -67.20640198	x: 118126.7433, y: 218299.3580	1% ACF	SREP-E	R-G
4	402-007-327-04-000	31,178	3959.5333	1.0074	Lat: 17.99727382, Lon: -67.20599778	x: 118169.6273, y: 218317.3487	1% ACF	SREP-E	R-G
1	402-007-327-01-000	29,700	3840.336	0.9771	Lat: 17.99782854, Lon: -67.20680313	x: 118084.5957, y: 218379.1047	VE/AE	SREP-E	R-G/PR
42	402-000-004-64-000	18,700	19926.7077	5.0699	Lat: 17.99721353, Lon: -67.20731818	x: 118029.7610, y: 218311.2655	VE/AE	SREP-E	R-G/PR
72	402-007-327-90-000	18,718	20122.6755	5.1198	Lat: 17.99638496, Lon: -67.20798977	x: 117958.2478, y: 218219.8611	VE/AE	SREP-E	R-G/DTS/PR
70	402-007-327-15-000	18,716	19714.7056	5.0160	Lat: 17.99520022, Lon: -67.20951352	x: 117796.3169, y: 218089.4177	VE	SREP-E	DTS
69	402-017-327-16-000	18,715	19691.5244	5.0101	Lat: 17.99387986, Lon: -67.21033837	x: 117708.3392, y: 217943.6512	VE	SRC	DTS
81	402-017-327-17-000	18,721	19744.2876	5.0235	Lat: 17.99294528, Lon: -67.21090108	x: 117648.3047, y: 217840.4649	VE	SRC	DTS
68	402-017-327-06-000	18,714	20708.2307	5.2687	Lat: 17.99377528, Lon: -67.20907296	x: 117842.3072, y: 217931.5082	X	SREP-E	DTS
84	402-017-327-07-000	18,724	19694.6833	5.0109	Lat: 17.99280389, Lon: -67.20867881	x: 117883.5955, y: 217823.8185	X	SREP-E	DTS
73	402-007-327-13-000	18,719	20232.7025	5.1478	Lat: 17.99488068, Lon: -67.20754409	x: 118004.7442, y: 218053.1680	X	SREP-E	DTS

PROPIEDADES									
			CABIDA		COORDENADAS				
#	# CATASTRO	DATOS REGISTRALES # FINCA	METROS CUADRADOS	CUERDAS	COORDENADAS LAMBERT	NAD83	ZONA DE INUNDABILIDAD	CLASIFICACION	CALIFICACION
37	402-007-327-12-000	18,789	20470.741	5.2080	Lat: 17.99545079, Lon: -67.20653969	x: 118111.3839, y: 218115.8181	X	SREP-E	DTS
32	402-008-327-25-000	18,695	22149.1051	5.6353	Lat: 17.99662880, Lon: -67.20383430	x: 118398.6013, y: 218245.2970	X	SREP-E	DTS
57	402-008-327-27-000	18,710	20139.3584	5.1240	Lat: 17.99739764, Lon: -67.20134532	x: 118662.5565, y: 218329.2849	X	SREP-E	DTS
56	402-008-327-28-000	18,709	22626.4242	5.7568	Lat: 17.99773582, Lon: -67.20043922	x: 118758.6747, y: 218366.3119	X	SREP-E	DTS
55	402-009-327-29-000	18,708	23535.7454	5.9881	Lat: 17.99787271, Lon: -67.19955909	x: 118851.9482, y: 218381.0729	X	SREP-E	DTS
52	379-099-327-79-000	18,829	20229.2849	5.1474	Lat: 17.99916041, Lon: -67.19878694	x: 118934.1706, y: 218522.9485	X	SREP-E	DTS
54	402-009-327-30-000	18,707	21551.9387	5.4834	Lat: 17.99768492, Lon: -67.19844581	x: 118969.7647, y: 218359.7947	X	SREP-E	DTS
53	379-099-327-80-000	18,706	19212.5906	4.8882	Lat: 17.99902280, Lon: -67.19742660	x: 119078.1735, y: 218507.1159	X	SREP-E	DTS
113	379-099-327-81-000	18,847	21322.3403	5.4250	Lat: 17.99895240, Lon: -67.19615266	x: 119213.0574, y: 218498.7615	X	SREP-E	DTS
104	402-009-327-82-000	18,838	18526.0984	4.7135	Lat: 17.99771481, Lon: -67.19554463	x: 119276.8810, y: 218361.5173	X	SREP-E	DTS
112	402-009-327-84-000	18,846	20089.4749	5.1113	Lat: 17.99744519, Lon: -67.19648005	x: 119177.6905, y: 218332.0889	X	SREP-E	DTS
44	402-009-327-85-000	18,792	21490.5754	5.4678	Lat: 17.99714526, Lon: -67.19738323	x: 119082.0484, y: 218299.5963	X	SREP-E	DTS
16	402-008-327-33-000	18,694	20033.1585	5.0970	Lat: 17.99549516, Lon: -67.20205052	x: 118586.9873, y: 218119.0317	X	SREP-E	DTS
15	402-008-327-34-000	18,779	23027.7787	5.8589	Lat: 17.99477862, Lon: -67.20255393	x: 118533.1917, y: 218039.6447	X	SREP-E	DTS
138	402-018-327-35-000	18,762	21171.6639	5.3866	Lat: 17.99463437, Lon: -67.20335591	x: 118448.1886, y: 218024.0365	X	SREP-E	DTS
33	402-018-327-36-000	18,696	22020.4014	5.6026	Lat: 17.99432614, Lon: -67.20428479	x: 118349.6698, y: 217990.3357	X	SREP-E	DTS
38	402-018-327-10-000	17,790	20021.5593	5.0940	Lat: 17.99399504, Lon: -67.20528404	x: 118243.6866, y: 217954.1349	X	SREP-E	DTS
29	402-017-327-09-000	18,783	19750.4213	5.0250	Lat: 17.99379866, Lon: -67.20623360	x: 118143.0297, y: 217932.8247	X	SREP-E	DTS
65	402-017-327-08-000	18,711	19888.3404	5.0601	Lat: 17.99364480, Lon: -67.20743864	x: 118015.3337, y: 217916.3338	X	SREP-E	DTS
67	402-017-327-23-000	18,713	20137.9900	5.1237	Lat: 17.99248909, Lon: -67.20667382	x: 118095.7948, y: 217788.0783	X	SREP-E	DTS
85	402-000-004-69-000	18,725	20282.1421	5.1603	Lat: 17.99166219, Lon: -67.20712899	x: 118047.3493, y: 217697.0657	X	SRC/SREP-E	DTS
x	402-027-327-22-000	18,785	19671.4617	5.0055	Lat: 17.99153655, Lon: -67.20863460	x: 117887.6838, y: 217683.5304	X	SRC	DTS
17	402-018-327-24-000	18,780	21562.3366	5.4860	Lat: 17.99218834, Lon: -67.20481520	x: 118292.6473, y: 217754.2661	X	SRC	DTS
5	402-018-327-44-000	18,692	21160.8633	5.3839	Lat: 17.99256749, Lon: -67.20356706	x: 118424.8637, y: 217795.3688	X	SRC	DTS
6	402-018-327-43-000	18,693	20705.5310	5.2681	Lat: 17.99292322, Lon: -67.20258433	x: 118529.1093, y: 217834.3040	X	SRC	DTS
178	402-028-327-49-000	18,813	19958.3058	5.0779	Lat: 17.99175125, Lon: -67.20182135	x: 118609.3712, y: 217704.2512	X	SRC	DTS
64	402-018-327-42-000	18,802	20818.9024	5.2969	Lat: 17.99331564, Lon: -67.20139878	x: 118654.8513, y: 217877.2095	X	SRC	DTS

PROPIEDADES									
			CABIDA		COORDENADAS				
#	# CATASTRO	DATOS REGISTRALES # FINCA	METROS CUADRADOS	CUERDAS	COORDENADAS LAMBERT	NAD83	ZONA DE INUNDABILIDAD	CLASIFICACION	CALIFICACION
174	402-018-327-41-000	18,809	20377.1854	5.1845	Lat: 17.99324122, Lon: -67.20050133	x: 118749.8644, y: 217868.5738	X	SRC	DTS
39	402-018-327-40-000	18,697	20816.7973	5.2969	Lat: 17.99405363, Lon: -67.19989087	x: 118814.8928, y: 217958.2204	X	SRC	DTS
40	402-019-327-38-000	18,698	20157.6959	5.1287	Lat: 17.99427348, Lon: -67.19863087	x: 118948.4390, y: 217981.9950	X	SRC	DTS
22	402-019-327-37-000	18,831	20419.7597	5.1953	Lat: 17.99483658, Lon: -67.19769495	x: 119047.8203, y: 218043.9048	X	SRC	DTS
45	402-009-327-86-000	18,793	20887.0094	5.3142	Lat: 17.99493719, Lon: -67.19655814	x: 119168.2630, y: 218054.5383	X	SREP-E	DTS
110	402-009-327-87-000	18,844	17145.1235	4.3622	Lat: 17.99583991, Lon: -67.19616068	x: 119210.7736, y: 218154.2759	X	SREP-E	DTS
109	402-009-327-83-000	18,843	172266.7672	4.3931	Lat: 17.99608692, Lon: -67.19489753	x: 119344.6636, y: 218181.0582	X	SREP-E	DTS
60	402-009-327-72-000	18,798	20727.1922	5.2736	Lat: 17.99698396, Lon: -67.19399563	x: 119440.5924, y: 218279.9445	X	SRC/SREP-E	DTS
59	402-009-327-71-000	18,797	22912.7218	5.8296	Lat: 17.99571215, Lon: -67.19348093	x: 119494.5187, y: 218138.9554	X	SRC/SREP-E	DTS
111	402-019-327-88-000	18,845	17515.1883	4.4563	Lat: 17.99470737, Lon: -67.19518703	x: 119313.3680, y: 218028.4977	X	SREP-E	DTS
46	402-019-327-89-000	18,794	30321.6115	7.7146	Lat: 17.99329896, Lon: -67.19599492	x: 119227.1568, y: 217872.9706	X	SREP-E	DTS
34	402-019-327-68-000	18,786	25149.7093	6.3988	Lat: 17.99254581, Lon: -67.19485380	x: 119347.6640, y: 217789.1096	X	SREP-E	DTS
58	402-019-327-69-000	18,796	19553.9663	4.9751	Lat: 17.99411254, Lon: -67.19413338	x: 119424.6835, y: 217962.1979	X	SREP-E	DTS
13-B	402-000-005-28-000	24,097	464921.2499	118.2887	Lat: 17.99400574, Lon: -67.18904396	x: 119963.6440, y: 217948.1451	X	SRC	DTS
13-A	402-000-005-29-000	24,096	492773.8943	125.3751	Lat: 17.98977815, Lon: -67.18718309	x: 120158.7994, y: 217479.4250	X	SUNP	UR
76	403-000-002-15-000	4,523	24131.7812	6.1404	Lat: 17.99198924, Lon: -67.16696704	x: 122300.8707, y: 217715.4513	X	SRC	ARD
8-B	403-000-002-50-000	37,189	19958.1695	5.0784	Lat: 17.99189938, Lon: -67.16628831	x: 122372.7151, y: 217705.2183	X	SRC	ARD
78	402-029-327-57-000	18,787	19653.4048	5.0009	Lat: 17.99083209, Lon: -67.19608763	x: 119216.2006, y: 217599.9803	X	SRC	DTS
12	402-000-005-54-000	24,930	92045.321	23.4212	Lat: 17.98722323, Lon: -67.19363812	x: 119473.9700, y: 217199.4740	X	SRC	RT-I
47	402-019-327-51-000	21,859	20594.0529	5.2402	Lat: 17.99198647, Lon: -67.19699784	x: 119120.3335, y: 217728.1476	X	SRC	DTS
-	403-000-002-16-000	19,305	20071.5734	5.1073	Lat: 17.99245574, Lon: -67.16735907	x: 122259.5588, y: 217767.2502	X	SRC	ARD

PROPIEDADES PENDIENTES POR ADQUIRIR Y/O EN NEGOCIACION

			CABIDA		COORDENADAS				
#	# CATASTRO	DATOS REGISTRALES # FINCA	METROS CUADRADOS	CUERDAS	COORDENADAS LAMBERT	NAD83	ZONA DE INUNDABILIDAD	CLASIFICACION	CALIFICACION
7	379-000-009-04-000	18,822	18009.9359	4.5827	Lat: 17.99921227, Lon: -67.20175673	x: 118619.8282, y: 218530.3099	VE/AE	SREP-E	R-G/PR
75	402-000-004-66-000	18,804	17705.3569	4.5052	Lat: 17.99808128, Lon: -67.20555272	x: 118217.1391, y: 218406.5192	VE/AE	SREP-E	R-G/PR
71	402-007-327-14-000	18,717	19757.4574	5.0273	Lat: 17.99563125, Lon: -67.20858516	x: 117894.8390, y: 218136.7070	VE	SREP-E	DTS
41	402-008-327-11-000	18,699	20885.9676	5.3145	Lat: 17.99576891, Lon: -67.20565987	x: 118204.7120, y: 218150.6344	X	SREP-E	DTS
38	402-000-004-68-000	18,818	20255.2677	5.1540	Lat: 17.99625303, Lon: -67.20469355	x: 118307.2767, y: 218203.7853	X	SREP-E	DTS
62	379-099-327-74-000	18,800	19527.7894	4.9689	Lat: 17.99929836, Lon: -67.19450370	x: 119387.8501, y: 218536.3256	X	SREP-E	DTS
61	379-099-327-73-000	18,799	20290.0349	5.1629	Lat: 17.99814069, Lon: -67.19426250	x: 119412.8619, y: 218408.0891	X	SREP-E	DTS
53	402-009-327-31-000	-	40666.1094	10.3476	Lat: 17.99612389, Lon: -67.19872666	x: 118939.2990, y: 218187.1450	X	SREP-E	DTS
179	402-008-327-39-000	18,814	20559.3304	5.2314	Lat: 17.99534984, Lon: -67.19984573	x: 118820.2739, y: 218101.6643	X	SRC	DTS
180	402-008-327-32-000	-	21702.9561	5.5224	Lat: 17.99553751, Lon: -67.20112057	x: 118685.4953, y: 218123.3057	X	SREP-E	DTS
-	402-027-327-21-000	-	19717.2213	5.0171	Lat: 17.99154158, Lon: -67.20984636	x: 117759.3502, y: 217684.6307	X	SRC	DTS
31	402-027-327-20-000	-	19679.8355	5.0076	Lat: 17.99137073, Lon: -67.21093952	x: 117643.4936, y: 217666.2126	X	SRC	DTS
BB	402-020-327-70-000	-	22217.2462	5.6532	Lat: 17.99398170, Lon: -67.19314572	x: 119529.2242, y: 217947.2823	X	SREP-E	DTS

ANEJO 2:
Presentación de Proyecto Esquemático

San Juan | The Hub - 200 Convention Blvd., Suite 201, San Juan, PR 00907 | 787.754.1381
New York | 641 Lexington Ave., 13th FL, Suite 1326, New York, NY 10022 | 212.271.5280
Miami | 1221 Brickell Ave., Suite 900, Miami, FL 33131 | 305.995.8299
info@advfirm.com | alvarezdiazvillalon.com

CONCEPTUAL PLAN
DETAILED ILLUSTRATIVE OVERALL PLAN



SCALE: 1:15,000

0 250m 500m 1,000m

ESENCIA
CONCEPTUAL PLANNING
MAY 2024

Rees Jones, Inc. GOLF COURSE DESIGN

edsa

AD&V ALVAREZ-DIAZ & VILLALÓN

ANEJO 3:
Presentación de Proyecto Esquemático

San Juan | The Hub - 200 Convention Blvd., Suite 201, San Juan, PR 00907 | 787.754.1381
New York | 641 Lexington Ave., 13th FL, Suite 1326, New York, NY 10022 | 212.271.5280
Miami | 1221 Brickell Ave., Suite 900, Miami, FL 33131 | 305.995.8299
info@advfirm.com | alvarezdiazvillalon.com

CONCEPTUAL PLAN
DETAILED ILLUSTRATIVE OVERALL PLAN



SCALE: 1:15,000

0 250m 500m 1,000m

ESENCIA
CONCEPTUAL PLANNING
MAY 2024

Rees Jones, Inc. GOLF COURSE DESIGN

edsa

AD&V ALVAREZ-DIAZ & VILLALÓN

CONCEPTUAL PLAN
DETAILED ILLUSTRATIVE OVERALL PLAN



SCALE: 1:15,000

0 250m 500m 1,000m

ESENCIA
CONCEPTUAL PLANNING
MAY 2024

Rees Jones, Inc. GOLF COURSE DESIGN

edsa

AD&V ALVAREZ-DIAZ & VILLALÓN

CONCEPTUAL PLAN
DETAILED ILLUSTRATIVE OVERALL PLAN



SCALE: 1:15,000

0 250m 500m 1,000m

ESENCIA
CONCEPTUAL PLANNING
MAY 2024

Rees Jones, Inc. GOLF COURSE DESIGN

edsa

AD&V ALVAREZ-DIAZ & VILLALÓN

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,739

RE : **/ CABO ROJO LAND ACQUISITION LLC/**
CARMEN M. FONSECA/ HIPOTECARIO/

FINCA : Número 639, inscrita al folio 300 del tomo 488 de Cabo Rojo.
Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: Remanente (Salina "Caborrojeña"). Cabida: 678,829.24 Metros Cuadrados (172.7127 cuerdas). Linderos: por el **NORTE**, con el mar; por el **SUR**, con terrenos de Alberto del Toro, José Ramírez, Nicolas Plaza; Miguel Carlo; Juan Morales Díaz y Sucesión Federico Vélez; por el **ESTE**, con salistrales y lagunas del Pueblo de Puerto Rico; y por el **OESTE**, con el mar.

Contiene casas.

Esta es la descripción del Remanente, según consta de la escritura número 37, otorgada en San Juan, Puerto Rico, el día 26 de junio de 2023, ante la notario María R. Pujol Thompson, e inscrito al tomo Karibe de Cabo Rojo, finca número 639, inscripción 43ra.

PLENO DOMINIO:

Consta inscrita al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Acquisition, LLC.**, cuya entidad lo adquirió por compraventa a Víctor Luis González Barahona y su esposa Tania Albertina Serrallés Piza, por el precio de $800,000.00, mediante la escritura número 252, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastían, finca número 639, inscripción 42da.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS.

ii. Por sí está:

LIBRE DE CARGAS.

LOS SIGUIENTES DOCUMENTOS SE ENCUENTRAN PRESENTADOS Y PENDIENTES DE DESPACHO:

1. AL ASIENTO 2023-078118-AG01 DEL SISTEMA KARIBE, se presentó el día 26 de junio de 2023, la escritura número 33, otorgada en San Juan, Puerto Rico, el día 26 de junio de 2023, ante la notario María del Rosario Pujol Thompson, mediante la cual comparece Cabo Rojo Land Acquisition LLC, en adelante "CRLA", para aclarar que por error matemático en la agrupación presentada al Asiento 2022-051227-SG01, cuando la cabida correcta de ser 774.4508 cuerdas equivalentes a 3,043,898.02 metros cuadrados.

33 Calle Resolución, Suite 302
San Juan, PR 00920-2727
TEL: 787-707-7369
FAX: 787-782-6743

Continuación…
Finca número 639

Descripción correcta de finca agrupada:

RÚSTICA: Finca Agrupada: Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientas setenta y cuatro punto cuatro mil quinientas ocho cuerdas (774.4508 cuerdas) de terreno, equivalentes a tres millones cuarenta y tres mil ochocientos noventa y ocho punto cero dos metros cuadrados (3,043.898.02 m.c.). En lindes por el **NORTE**, con caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Faz Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodríguez, Luis Plaza, Belfor Torres, Familia Padilla y Raul Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodríguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Faz Alzamora y varios vecinos.

Se acompaña: Certificación Presentación Telemática.

2. AL ASIENTO 2023-078173-AG01 DEL SISTEMA KARIBE, se presentó el día 26 de junio de 2023, la escritura número 34, otorgada en San Juan, Puerto Rico, el día 26 de junio de 2023, ante la notario María del Rosario Pujol Thompson, mediante la cual comparecen Cabo Rojo Land Acquisition LLC, en adelante "CRLA", sobre aclaración de rectificación de finca agrupada no afecta el negocio jurídico en la escritura de hipoteca presentada al Asiento 2022-055862-SG01.

3. AL ASIENTO 2023-078197-AG01 DEL SISTEMA KARIBE, se presentó el día 26 de junio de 2023, la escritura número 35, otorgada en San Juan, Puerto Rico, el día 26 de junio de 2023, ante la notario María del Rosario Pujol Thompson, mediante la cual comparece Cabo Rojo Land Acquisition LLC, en adelante "CRLA", sobre aclaración de rectificación de cabida de finca agrupada no afecta el negocio jurídico en la escritura de hipoteca presentada al Asiento 2022-115416-SG01 y pendiente de calificación.

Se acompaña: Certificación Presentación Telemática.

4. AL ASIENTO 2023-078244-AG01 DEL SISTEMA KARIBE, se presentó el día 26 de junio de 2023, la escritura número 36, otorgada en San Juan, Puerto Rico, el día 26 de junio de 2023, ante la notario María del Rosario Pujol Thompson, mediante la cual comparecen Cabo Rojo Land Acquisition LLC, en adelante "CRLA"; Villa de Bahía de Boqueron Development Corp, en adelante "VBBDC" y Gladys Omayra Fontanez Reyes, en adelante "Fontanez", sobre aclaración de rectificación de finca agrupada no afecta el negocio jurídico de hipoteca subordinada.

Se acompaña: Certificación Presentación Telemática.

OBSERVACIONES

1. AL ASIENTO 2016-121760-SG DEL SISTEMA KARIBE, se presentó el día 2 de diciembre de 2016, Instancia de 30 de noviembre de 2016, juramentado y suscrito ante Víctor Luis González Barahona y Tania Albertina Serrallés Pizá, bajo Affidavit número 55,117, mediante la cual el área superficial de esta propiedad se Rectificación luego de la expropiación forzosa de 18.0873 cuerdas, resultando con un área de 172.2851 cuerdas, equivalentes a 677,148.6644.

Continuación…
Finca número 639

La propiedad de 172.2851 cuerdas se describe de la siguiente manera:

RÚSTICA: Salina denominada "Caborrojeña" radicada en el Barrio Boquerón de Cabo Rojo, Puerto Rico, con una cabida superficial de 677,148.6644 metros cuadrados, equivalentes a 172.2851 cuerdas. En lindes por el **NORTE**, con el mar; por el **SUR**, con terrenos de Alberto del Toro, José Ramírez, Francisco Wys, Nicolás Plaza, Miguel Carlo, Juan Morales Díaz y Sucesión Federico Vélez; por el **ESTE**, con salitrales y lagunas del Pueblo de Puerto Rico; y por el **OESTE**, con el mar.

Retirado el día 7 de junio de 2023.

2. AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854, Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E.

   Y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

   Se describe la finca agrupada de la siguiente manera:

   RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodriguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodriguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos."

   Notificada el día 2 de febrero de 2024. Impedida por Asiento previo.

3. AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

   Notificada el día 2 de febrero de 2024. Falta Previa.

Continuación…
Finca número 639

4. AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas, en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

   Notificada el día 5 de febrero de 2024. Falta Previa.

5. AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

   Notificada el día 5 de febrero de 2024. Falta Previa.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe (1:27PM**)**.

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Capital Title Services, LLC.

POR: *Ramón F. Gómez Marcos*
15 de marzo de 2024
RG/mvb/f

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,736

RE : **/ CABO ROJO LAND ACQUISITION LLC/**
CARMEN M. FONSECA/ HIPOTECARIO/

FINCA : Número 1,054, inscrito al folio 244 del tomo 20 de Cabo Rojo.
Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: Porción de terreno radicado en el Barrio Llanos Costa del término Municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de 20.7053 cuerdas, equivalentes a 81,379.9354 metros cuadrados. En lindes: por el **NORTE**, con un camino que los separa del Salitral; por el **SUR**, con que conduce a Las Salinas y terrenos de Natalio Irizarry; por el **ESTE**, con terrenos de Natalio Irizarry; por el **OESTE**, con un camino que conduce a las Salinas.

NOTA: Esta finca fue mensurada por el Agrimensor René Guerra Menéndez, según Certificación de fecha 26 de enero de 1995, jurada y suscrita ante la notario Pilar Teresa Sales, e inscrita al folio 106 del tomo 958 de Cabo Rojo, finca número 1,054, inscripcion 11ma.

ORIGEN REGISTRAL:

Se segrega de la finca número 111, inscrita al folio 46 del tomo 10 de Cabo Rojo.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Acquisition, LLC.**, cuya entidad adquirió esta y otra finca por compraventa a Puerto Rico Land & Fruit, S.E., por el precio de $600,000.00, mediante la escritura número 251, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, finca número 1,054, inscripción 15ta.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS.

ii. Por sí está:

LIBRE DE CARGAS.

OBSERVACIÓN:

AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854,

Continuación…
Finca número 1,054

Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E.

Y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

Se describe la finca agrupada de la siguiente manera:

RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodriguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodriguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos."

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida

Notificado el día 2 de febrero de 2024. Razón: Impedido por asiento previo notificado.

AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024. Razón: Falta previa.

AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas, en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Notificado el día 5 de febrero de 2024. Razón: Falta previa.

AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

Se acompaña: Certificación del notario.

Notificado el día 5 de febrero de 2024. Razón: Falta previa.

Continuación…
Finca número 1,054

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe. (2:41 p.m.)

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Capital Title Services, LLC.

POR: *Ramón F. Gómez Marcos*
14 de marzo de 2024
RG/anr/f

33 Calle Resolución, Suite 302
San Juan, PR 00920-2727
TEL: 787-707-7369
FAX: 787-782-6743

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,740

RE : **/ CABO ROJO LAND ACQUISITION LLC/ CARMEN M. FONSECA/ HIPOTECARIO/**

FINCA : Número 2,367, inscrito al folio 110 del tomo 56 de Cabo Rojo. Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: Porción de terreno radicada en el Barrio de Llanos Costas del término municipal de Cabo Rojo, Puerto Rico, constante de 98 cuerdas con 77 céntimos de otra, equivalentes a 38 hectáreas, 82 áreas, 5 centiáreas y 60 miliáreas. Colindante; por el **NORTE,** con las Salinas de Cabo Rojo; **SUR,** con terrenos de la Sucesión de Anino Rodríguez y los terrenos de la sucesión de José Graciliano Vélez; **ESTE,** con las parcelas adjudicadas a las herederas Luisa Josefa, José del Carmen, Mercedes y Marina Plaza Vélez y también con la Parcela adjudicada a la heredera Emma Rosalía conocida solamente Emma Plaza Vélez y asimismo con la Parcela adjudicada a los hijos del heredero fallecido Juan Plaza Vélez llamados María Esther, Manfredo, y Luisa Plaza Camacho, **OESTE,** con el camino que conduce de las Salinas de Cabo Rojo a las Salinas Candelaria.

Contiene una casa.

Esta es la descripción del remanente de esta finca, según consta de la escritura número 7, otorgada en Cabo Rojo, el día 13 de enero de 1947, ante el notario Miguel Del Toro Colberg, e inscrita al folio 119 del tomo 56 de Cabo Rojo, finca número 2,367, inscripción 7ma.

ORIGEN REGISTRAL:

Se formó por agrupación de las fincas números 111; 726 y 2,366, inscritas a los folios 26; 245 y 107 de los tomos 26, 53 y 56 de Cabo Rojo, respectivamente.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Holdings, LLC.**, cuya entidad lo adquirió por compraventa al Banco Popular de Puerto Rico, por el precio de $424,817.20 **(así surge)**, mediante la escritura número 14, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante el notario José Alfredo Moreda Del Valle, finca número 2,367, inscripción 22a.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS

33 Calle Resolución, Suite 302
San Juan, PR 00920-2727
TEL: 787-707-7369
FAX: 787-782-6743

Continuación…
Finca número 2,367

ii. Por sí está afecta a:

Hipoteca en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $531,021.49 **(así surge)**, con intereses al 10.00% anual, vencedero a la presentación, constituida mediante la escritura número 18, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante la notario Yahira Caro Domínguez, e inscrita al tomo Karibe de Cabo Rojo, finca número 2,367, inscripción 23a.

LOS SIGUIENTES DOCUMENTOS SE ENCUENTRAN PRESENTADOS Y PENDIENTES DE DESPACHO:

1. AL ASIENTO 2022-051233-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 254, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a cancelar la hipoteca, por la suma de $531,021.49, según inscripción 23ª relacionada.

   Se acompaña: Certificación del notario; Certificación de exención de la Compañía de Turismo.

2. AL ASIENTO 2022-051236-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 253, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Holdings, LLC, a vender esta y otras fincas a favor de Cabo Rojo Land Acquisition, LLC, por el precio de $1,450,000.00, respondiendo esta finca por la suma de $747,000.00.

   Se acompaña: Certificación de exención de la Compañía de Turismo.

OBSERVACIÓN:

AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854, Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E

Y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

Se describe la finca agrupada de la siguiente manera:

RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodríguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodríguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos."

Continuación…
Finca número 2,367

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas (así surge), en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Documento presentado bajo la finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

Se acompaña: Certificación del notario.

Documento presentado bajo la finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe.

NOTA: Esta Sección tiene establecido un sistema computadorizado de Bitácoras. No nos hacemos responsables por errores y/u omisiones que cometa el Empleado del Registro en la entrada y búsqueda de datos en el mismo.

Continuación…
Finca número 2,367

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Capital Title Services, LLC.

POR: ***Ramón F. Gómez Marcos***
15 de marzo de 2024
SCG/anr/f

33 Calle Resolución, Suite 302
San Juan, PR 00920-2727
TEL: 787-707-7369
FAX: 787-782-6743

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,741

RE : **/ CABO ROJO LAND ACQUISITION LLC/ CARMEN M. FONSECA/ HIPOTECARIO/**

FINCA : Número 4,847, inscrito al folio 85 del tomo 160 de Cabo Rojo. Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: Porción de terreno compuesta de siete cuerdas y noventa y tres céntimos, equivalentes a once áreas, sesenta y ocho centiáreas y siete miliáreas radicada en el Barrio de Llanos Costas del término municipal de Cabo Rojo, Puerto Rico, colindante: por el **NORTE** y por el **OESTE,** con el predio que se adjudicara al cónyuge Nicolás Plaza Acosta; por el **SUR,** con la parcela adjudicada a Marina Plaza Vélez; y por el **ESTE,** con un camino.

ORIGEN REGISTRAL:

Se formó por agrupación de las fincas números 4,664 y 4,848, inscritas a los folios 190 y 49 de los tomos 152 y 160 de Cabo Rojo, respectivamente.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Holdings, LLC.**, cuya entidad lo adquirió por compraventa al Banco Popular de Puerto Rico, por el precio de $34,107.53 (así surge), mediante la escritura número 14, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante el notario José Alfredo Moreda Del Valle, finca número 4,847, inscripción 17ma.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS

ii. Por sí está afecta a:

Hipoteca en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $42,634.41 (así surge), con intereses al 10.00% anual, vencedero a la presentación, constituida mediante la escritura número 18, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante la notario Yahira Caro Domínguez, e inscrita al tomo Karibe de Cabo Rojo, finca número 4,847, inscripción 18va., y última.

LOS SIGUIENTES DOCUMENTOS SE ENCUENTRAN PRESENTADOS Y PENDIENTES DE DESPACHO:

1. AL ASIENTO 2022-051233-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 254, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a cancelar pagaré con garantía de un pagaré hipotecario, por la suma de $42,634.41, inscripción 18va relacionada.

Continuación…
Finca número 4,847

Se acompaña: Certificación del notario; Certificación de exención de la Compañía de Turismo.

2. AL ASIENTO 2022-051236-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 253, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Holdings, LLC, a vender esta y otras fincas a favor de Cabo Rojo Land Acquisition, LLC, por el precio de $1,450,000.00, respondiendo esta finca por la suma de $64,000.00.

Se acompaña: Certificación de exención de la Compañía de Turismo.

OBSERVACIÓN:

AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854, Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E

Y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

Se describe la finca agrupada de la siguiente manera:

RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodríguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodríguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos."

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

Continuación…
Finca número 4,847

AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas (así surge), en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Documento presentado bajo la finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

Se acompaña: Certificación del notario.

Documento presentado bajo la finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe.

NOTA: Esta Sección tiene establecido un sistema computadorizado de Bitácoras. No nos hacemos responsables por errores y/u omisiones que cometa el Empleado del Registro en la entrada y búsqueda de datos en el mismo.

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Capital Title Services, LLC.

POR: *Ramón F. Gómez Marcos*
15 de marzo de 2024
SCG/anr/f

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,742

RE : **/ CABO ROJO LAND ACQUISITION LLC/**
CARMEN M. FONSECA/ HIPOTECARIO/

FINCA : Número 4,848, inscrito al folio 92 del tomo 160 de Cabo Rojo.
Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: Porción de terreno compuesta de siete cuerdas y noventa y tres centésimas, equivalentes a tres hectáreas once áreas, sesenta y ocho centiáreas y siete miliáreas radicada en el Barrio de Llanos Costas del término municipal de Cabo Rojo, Puerto Rico, colindante: por el **NORTE,** con la Parcela que se adjudica a Marina Plaza Vélez; por el **ESTE,** con el camino; por el **SUR,** con terrenos de la Sucesión de Anino Rodríguez; y por el **OESTE,** con predio adjudicado a Nicolás Plaza Acosta.

ORIGEN REGISTRAL:

Se segrega de la finca número 2,367, inscrita al folio 110 del tomo 56 de Cabo Rojo.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Holdings, LLC.**, cuya entidad lo adquirió por compraventa al Banco Popular de Puerto Rico, por el precio de $34,107.53, mediante la escritura número 14, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante el notario José Alfredo Moreda Del Valle, finca número 4,848, inscripción 14ta.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS

ii. Por sí está afecta a:

Hipoteca en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $42,634.41, con intereses al 10.00% anual, vencedero a la presentación, constituida mediante la escritura número 18, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante la notario Yahira Caro Domínguez, e inscrita al tomo Karibe de Cabo Rojo, finca número 4,848, inscripción 15ta., y última.

LOS SIGUIENTES DOCUMENTOS SE ENCUENTRAN PRESENTADOS Y PENDIENTES DE DESPACHO:

1. AL ASIENTO 2022-051233-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 254, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a cancelar pagaré con garantía de un pagaré hipotecario, por la suma de $42,634.41, inscripción 15ta relacionada.

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TEL: 787-707-7369
FAX: 787-782-6743

Continuación…
Finca número 4,848

Se acompaña: Certificación de exención de la Compañía de Turismo.

2. AL ASIENTO 2022-051236-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 253, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Holdings, LLC, a vender esta y otras fincas favor de Cabo Rojo Land Acquisition, LLC, por el precio de $1,450,000.00, respondiendo esta finca por la suma de $64,000.00.

   Se acompaña: Certificación de exención de la Compañía de Turismo.

OBSERVACIÓN:

AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854, Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E

Y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

Se describe la finca agrupada de la siguiente manera:

RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodríguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodríguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos."

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

Continuación…
Finca número 4,848

AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas (así surge), en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Documento presentado bajo la finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

Se acompaña: Certificación del notario.

Documento presentado bajo la finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe.

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Capital Title Services, LLC.

POR: *Ramón F. Gómez Marcos*
15 de marzo de 2024
SCG/anr/f

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,744

RE : **/ CABO ROJO LAND ACQUISITION LLC/**
CARMEN M. FONSECA/ HIPOTECARIO/

FINCA : Número 4,849, inscrito al folio 99 del tomo 160 de Cabo Rojo.
Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: Porción de terreno compuesta de siete cuerdas y noventa y tres centésimas, equivalentes a tres hectáreas, once áreas, sesenta y ocho centiáreas y siete miliáreas, radicada en el Barrio de Llanas Costa del término municipal de Cabo Rojo, Puerto Rico, colindante: por el **NORTE,** con terrenos de la Sucesión de Miguel Carlo; por el **ESTE,** con el camino; por el **SUR** y **OESTE,** con predio adjudicado a Nicolás Plaza Acosta.

ORIGEN REGISTRAL:

Se segrega de la finca número 2,367, inscrita al folio 110 del tomo 56 de Cabo Rojo.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Holdings, LLC**, cuya entidad lo adquirió por compraventa al Banco Popular de Puerto Rico, por el precio de $34,107.53, mediante la escritura número 14, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante el notario José Alfredo Moreda Del Valle, finca número 4,849, inscripción 14ta.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS

ii. Por sí está afecta a:

Hipoteca en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $42,634.41 (así surge), con intereses al 10.00% anual, vencedero a la presentación, constituida mediante la escritura número 18, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante la notario Yahira Caro Domínguez, e inscrita al tomo Karibe de Cabo Rojo, finca número 4,849, inscripción 15ta., y última.

LOS SIGUIENTES DOCUMENTOS SE ENCUENTRAN PRESENTADOS Y PENDIENTES DE DESPACHO:

1. AL ASIENTO 2022-051233-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 254, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a cancelar la hipoteca, por la suma de $42,634.41, según inscripción 15ta relacionada.

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TEL: 787-707-7369
FAX: 787-782-6743

Continuación…
Finca número 4,849

Se acompaña: Certificación de exención de la Compañía de Turismo.

2. AL ASIENTO 2022-051236-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 253, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Holdings, LLC, a vender esta y otras fincas a favor de Cabo Rojo Land Acquisition, LLC, por el precio de $1,450,000.00, respondiendo esta finca por la suma de $64,000.00.

   Se acompaña: Certificación de exención de la Compañía de Turismo.

OBSERVACIÓN:

AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854, Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

Se describe la finca agrupada de la siguiente manera:

RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodríguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodríguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos."

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

Continuación…
Finca número 4,849

AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas (así surge), en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Documento presentado bajo la finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

Se acompaña: Certificación del notario.

Documento presentado bajo la finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe.

NOTA: Esta Sección tiene establecido un sistema computadorizado de Bitácoras. No nos hacemos responsables por errores y/u omisiones que cometa el Empleado del Registro en la entrada y búsqueda de datos en el mismo.

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Capital Title Services, LLC.

POR: *Ramón F. Gómez Marcos*
15 de marzo de 2024
SCG/anr/f

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,745

RE : **/ CABO ROJO LAND ACQUISITION LLC/**
CARMEN M. FONSECA/ HIPOTECARIO/

FINCA : Número 4,850, inscrito al folio 106 del tomo 160 de Cabo Rojo. Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: Porción de terreno compuesta de siete cuerdas y noventa y tres céntimos, equivalentes a tres hectáreas, once áreas, sesenta y ocho centiáreas y siete miliáreas, radicada en el Barrio de Llanos Costas del término municipal de Cabo Rojo, Puerto Rico, colindante: por el **NORTE,** con parcela adjudicada a Luisa Josefa Plaza Vélez; por el **ESTE,** con un camino; por el **SUR,** con la parcela adjudicada a José Del Carmen Plaza Vélez; y por el **OESTE,** con predio adjudicado a Nicolás Plaza Acosta.

ORIGEN REGISTRAL:

Se segrega de la finca número 2,367, inscrita al folio 110 del tomo 56 de Cabo Rojo.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Homes, LLC**, cuya entidad lo adquirió por compraventa al Banco Popular de Puerto Rico, por el precio de $34,107.53 (así surge), mediante la escritura número 14, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante el notario José Alfredo Moreda Del Valle, finca número 4,850, inscripción 14ta.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS

ii. Por sí está afecta a:

Hipoteca en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $42,634.41 (así surge), con intereses al 10.00% anual, vencedero a la presentación, constituida mediante la escritura número 18, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante la notario Yahira Caro Domínguez, e inscrita al tomo Karibe de Cabo Rojo, finca número 4,850, inscripción 15ta.

LOS SIGUIENTES DOCUMENTOS SE ENCUENTRAN PRESENTADOS Y PENDIENTES DE DESPACHO:

1. AL ASIENTO 2022-051233-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 254, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a cancelar la hipoteca por la suma de $127,903.23, según inscripción 17ta relacionada.

Continuación…
Finca número 4,850

Se acompaña: Certificación de exención de la Compañía de Turismo.

2. AL ASIENTO 2022-051236-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 253, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Holdings, LLC, a vender esta y otras fincas a favor de Cabo Rojo Land Acquisition, LLC, por el precio de $1,450,000.00, respondiendo esta finca por la suma de $191,000.00.

   Se acompaña: Certificación de exención de la Compañía de Turismo.

OBSERVACIÓN:

AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854, Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E.

Y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

Se describe la finca agrupada de la siguiente manera:

RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodríguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodríguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos."

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, correción de cabida.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

Continuación…
Finca número 4,850

AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas (así surge), en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Documento presentado bajo al finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

Se acompaña: Certificación del notario.

Documento presentado bajo al finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe.

NOTA: Esta Sección tiene establecido un sistema computadorizado de Bitácoras. No nos hacemos responsables por errores y/u omisiones que cometa el Empleado del Registro en la entrada y búsqueda de datos en el mismo.

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Capital Title Services, LLC.

POR: *Ramón F. Gómez Marcos*
15 de marzo de 2024
SCG/anr/f

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,747

RE : **/ CABO ROJO LAND ACQUISITION LLC/ CARMEN M. FONSECA/ HIPOTECARIO/**

FINCA : Número 4,851, inscrito al folio 113 del tomo 160 de Cabo Rojo. Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: Porción de terreno compuesta de siete cuerdas y noventa y tres centésimas, equivalentes a tres hectáreas, once áreas, sesenta y ocho centiáreas y siete miliáreas, radicada en el Barrio de Llanos Costas del término municipal de Cabo Rojo, Puerto Rico, colindante: por el **NORTE,** con la parcela adjudicada a los herederos María Esther Manfredo y Luisa Plaza Camacho; por el **ESTE,** con terrenos de la Sucesión de Anino Rodríguez en una parte y con la parcela adjudicada a José Del Carmen Plaza Vélez, en otra parte; por el **SUR,** con terrenos de la Sucesión de José Graciliano Vélez; y por el **OESTE,** con el camino que conduce de Las Salinas de Cabo Rojo a las Salinas Candelarias.

ORIGEN REGISTRAL:

Se segrega de la finca número 2,367, inscrita al folio 110 del tomo 56 de Cabo Rojo.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Holdings, LLC**, cuya entidad lo adquirió por compraventa al Banco Popular de Puerto Rico, por el precio de $34,107.53 (así surge), mediante la escritura número 14, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante el notario José Alfredo Moreda Del Valle, finca número 4,851, inscripción 17a.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS

ii. Por sí está afecta a:

Hipoteca en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $42,634.41 (así surge), con intereses al 10.00% anual, vencedero a la presentación, constituida mediante la escritura número 18, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante la notario Yahira Caro Domínguez, e inscrita al tomo Karibe de Cabo Rojo, finca número 4,851, inscripción 18va., y última.

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Continuación…
Finca número 4,851

LOS SIGUIENTES DOCUMENTOS SE ENCUENTRAN PRESENTADOS Y PENDIENTES DE DESPACHO:

1. AL ASIENTO 2022-051233-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 254, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a cancelar la hipoteca, por la suma de $42,634.41, según inscripción 18va relacionada.

   Se acompaña: Certificación del notario; Certificación de exención de la Compañía de Turismo.

2. AL ASIENTO 2022-051236-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 253, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Holdings, LLC, a vender esta y otras fincas a favor de Cabo Rojo Land Acquisition, LLC, por el precio de $1,450,000.00, respondiendo esta finca por la suma de $64,000.00.

   Se acompaña: Certificación de exención de la Compañía de Turismo; Certificación del notario, presentación telemática.

OBSERVACIÓN:

AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854, Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E.

Y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

Se describe la finca agrupada de la siguiente manera:

RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodríguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodríguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos."

Se acompaña: Certificación de exención de la Compañía de Turismo; Escritura número 563, corrección de cabida.

Notificado el día 2 de febrero de 2024.

Continuación…
Finca número 4,851

AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas, en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación, Escritura número 563, corrección de cabida.

Documento presentado bajo la finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

Se acompaña: Certificación del notario.

Documento presentado bajo la finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe.

NOTA: Esta Sección tiene establecido un sistema computadorizado de Bitácoras. No nos hacemos responsables por errores y/u omisiones que cometa el Empleado del Registro en la entrada y búsqueda de datos en el mismo.

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Continuación…
Finca número 4,851

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Capital Title Services, LLC.

POR: ***Ramón F. Gómez Marcos***
15 de marzo de 2024
SCG/anr/f

33 Calle Resolución, Suite 302
San Juan, PR 00920-2727
TEL: 787-707-7369
FAX: 787-782-6743

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,749

RE : **/ CABO ROJO LAND ACQUISITION LLC/**
CARMEN M. FONSECA/ HIPOTECARIO/

FINCA : Número 4,852, inscrito al folio 120 del tomo 160 de Cabo Rojo.
Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: Porción de terreno compuesta de siete cuerdas y noventa y tres centésimas, equivalentes a tres hectáreas, once áreas, sesenta y ocho centiáreas y siete miliáreas, radicada en el Barrio de Llanos Costas del término municipal de Cabo Rojo, Puerto Rico colindante: por el **NORTE,** con predio adjudicado a Nicolás Plaza Acosta; por el **ESTE,** con parcelas adjudicadas a José Del Carmen Plaza Vélez y Nicolás Plaza Acosta; por el **SUR,** con parcela adjudicada a Ema Rosalía, conocida por Emma Plaza Vélez; y por el **OESTE,** con el camino que conduce de Las Salinas de Cabo Rojo a las Salinas Candelarias.

ORIGEN REGISTRAL:

Se segrega de la finca número 2,367, inscrita al folio 110 del tomo 56 de Cabo Rojo.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Holdings, LLC**, cuya entidad lo adquirió por compraventa al Banco Popular de Puerto Rico, por el precio de $34,107.53 (así surge), mediante la escritura número 14, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante el notario José Alfredo Moreda Del Valle, finca número 4,852, inscripción 15ta.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS

ii. Por sí está afecta a:

Hipoteca en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $42,634.41 (así surge), con intereses al 10.00% anual, vencedero a la presentación, constituida mediante la escritura número 18, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante la notario Yahira Caro Domínguez, e inscrita al tomo Karibe de Cabo Rojo, finca número 4,852, inscripción 16ta., y última.

33 Calle Resolución, Suite 302
San Juan, PR 00920-2727
TEL: 787-707-7369
FAX: 787-782-6743

Continuación…
Finca número 4,852

LOS SIGUIENTES DOCUMENTOS SE ENCUENTRAN PRESENTADOS Y PENDIENTES DE DESPACHO:

1. AL ASIENTO 2022-051233-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 254, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a cancelar la hipoteca por la suma de $42,634.41, según inscripción 16ta relacionada.

   Se acompaña: Certificación del notario; Certificación de exención de la Compañía de Turismo.

2. AL ASIENTO 2022-051236-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 253, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Holdings, LLC, a vender esta y otras fincas a favor de Cabo Rojo Land Acquisition, LLC, por el precio de $1,450,000.00, respondiendo esta finca por la suma de $64,000.00.

   Se acompaña: Certificación de exención de la Compañía de Turismo.

OBSERVACIÓN:

AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854, Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E.

Y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

Se describe la finca agrupada de la siguiente manera:

RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodríguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodríguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos."

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Notificado el día 2 de febrero de 2024.

Continuación…
Finca número 4,852

AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas, en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Documento presentado bajo al finca número 28,334 de Cabo Rojo.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

Se acompaña: Certificación del notario.

Documento presentado bajo al finca número 28,334 de Cabo Rojo.

Notificado el día 2 de febrero de 2024.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe.

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Continuación…
Finca número 4,852

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Capital Title Services, LLC.

POR: ***Ramón F. Gómez Marcos***
15 de marzo de 2024
SCG/anr/f

33 Calle Resolución, Suite 302
San Juan, PR 00920-2727
TEL: 787-707-7369
FAX: 787-782-6743

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,750

RE : **/ CABO ROJO LAND ACQUISITION LLC/**
CARMEN M. FONSECA/ HIPOTECARIO/

FINCA : Número 4,853, inscrito al folio 127 del tomo 160 de Cabo Rojo.
Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: porción de terreno compuesta de quince cuerdas y ochenta y seis centésimas, equivalentes a seis hectáreas, veintitrés áreas, treinta y seis centiáreas y catorce miliáreas, radicada en el Barrio de Llanos Costas del término municipal de Cabo Rojo, Puerto Rico, colindante; por el **NORTE** y **OESTE,** con predio adjudicado a Nicolás Plaza Acosta; por el **ESTE,** con un camino; por el **SUR,** con parcela adjudicada a José Del Carmen Plaza Vélez.

ORIGEN REGISTRAL:

Se segrega de la finca número 2,367, inscrita al folio 110 del tomo 56 de Cabo Rojo.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Holdings, LLC**, cuya entidad lo adquirió por compraventa al Banco Popular de Puerto Rico, por el precio de $68,215.05 (así surge), mediante la escritura número 14, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante el notario José Alfredo Moreda Del Valle, finca número 4,853, inscripción 16ta.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS

ii. Por sí está afecta a:

Hipoteca en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $85,268.82 (así surge), con intereses al 10.00% anual, vencedero a la presentación, constituida mediante la escritura número 18, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante la notario Yahira Caro Domínguez, e inscrita al tomo Karibe de Cabo Rojo, finca número 4,853, inscripción 17ma., y última.

LOS SIGUIENTES DOCUMENTOS SE ENCUENTRAN PRESENTADOS Y PENDIENTES DE DESPACHO:

1. AL ASIENTO 2022-051233-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 254, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a cancelar la hipoteca por la suma de $85,268.82, según inscripción 17ta relacionada.

Continuación…
Finca número 4,853

Se acompaña: Certificación de exención de la Compañía de Turismo.

2. AL ASIENTO 2022-051236-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 253, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Holdings, LLC, a vender esta y otras fincas a favor de Cabo Rojo Land Acquisition, LLC, por el precio de $1,450,000.00, respondiendo esta finca por la suma de $128,000.00.

   Se acompaña: Certificación de exención de la Compañía de Turismo.

OBSERVACIÓN:

AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854, Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E.

Se describe la finca agrupada de la siguiente manera:

RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodriguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodriguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos."

Y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

Continuación…
Finca número 4,853

AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas, en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Documento presentado bajo al finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

Se acompaña: Certificación del notario.

Documento presentado bajo al finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe.

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Capital Title Services, LLC.

POR: *Ramón F. Gómez Marcos*
15 de marzo de 2024
SCG/anr/f

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,752

RE : **/ CABO ROJO LAND ACQUISITION LLC/ CARMEN M. FONSECA/ HIPOTECARIO/**

FINCA : Número 4,854, inscrito al folio 134 del tomo 160 de Cabo Rojo. Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: Porción de terreno compuesta de veintitrés cuerdas y setenta y nueve centésimas, equivalentes a nueve hectáreas, treinta y cinco áreas, cuatro centiáreas y veintiuna miliáreas, radicada en el Barrio de Llanos Costas del término municipal de Cabo Rojo, Puerto Rico, colindante: por el **NORTE,** con un predio adjudicado a Nicolás Plaza Acosta; por el **ESTE,** con dicho mismo predio y con Parcela de José Del Carmen Plaza Vélez; por el **SUR,** con terrenos de la Sucesión de José Graciliano Vélez; y por el **OESTE,** con el camino que conduce de las Salinas de Cabo Rojo a las Salinas Candelarias.

ORIGEN REGISTRAL:

Se segrega de la finca número 2,367, inscrita al folio 110 del tomo 56 de Cabo Rojo.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Holdings, LLC**, cuya entidad lo adquirió por compraventa al Banco Popular de Puerto Rico, por el precio de $102,322.57 (así surge), mediante la escritura número 14, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante el notario José Alfredo Moreda Del Valle, finca número 4,854, inscripción 16ta.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS

ii. Por sí está afecta a:

Hipoteca en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $127,903.23 (así surge), con intereses al 10.00% anual, vencedero a la presentación, constituida mediante la escritura número 18, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante la notario Yahira Caro Domínguez, e inscrita al tomo Karibe de Cabo Rojo, finca número 4,854, inscripción 17ma., y última.

33 Calle Resolución, Suite 302
San Juan, PR 00920-2727
TEL: 787-707-7369
FAX: 787-782-6743

Continuación…
Finca número 4,854

LOS SIGUIENTES DOCUMENTOS SE ENCUENTRAN PRESENTADOS Y PENDIENTES DE DESPACHO:

1. AL ASIENTO 2022-051233-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 254, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a cancelar la hipoteca por la suma de $127,903.23, según inscripción 17ta relacionada.

   Se acompaña:; Certificación de exención de la Compañía de Turismo.

2. AL ASIENTO 2022-051236-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 253, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Holdings, LLC, a vender esta y otras fincas a favor de Cabo Rojo Land Acquisition, LLC, por el precio de $1,450,000.00, respondiendo esta finca por la suma de $191,000.00.

   Se acompaña: Certificación de exención de la Compañía de Turismo.

OBSERVACIÓN:

AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854, Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E.

Y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

Se describe la finca agrupada de la siguiente manera:

RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodríguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodríguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos".

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

Continuación…
Finca número 4,854

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas, en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Documento presentado bajo al finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

Se acompaña: Certificación del notario.

Documento presentado bajo al finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe.

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Capital Title Services, LLC.

POR: *Ramón F. Gómez Marcos*
15 de marzo de 2024
SCG/anr/f

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,753

RE : **/ CABO ROJO LAND ACQUISITION LLC/**
CARMEN M. FONSECA/ HIPOTECARIO/

FINCA : Número 7,352, inscrito al folio 35 del tomo 246 de Cabo Rojo.
Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: Porción de terreno en el Barrio Boquerón del término Municipal de Cabo Rojo, Puerto Rico, marcado como el remanente en el plano de inscripción de una cabida superficial de 24107.2913 metros cuadrados. Colindante por el **NORTE**, con terrenos propiedad de Enrique Carlo Aymat y terrenos de la Sucesión de Francisco Padilla Vélez; por el **SUR**, con terrenos pertenecientes al solar "A" segregado en el plano de inscripción y con la Carretera 301; por el **ESTE**, con terrenos pertenecientes a Zenobia Ramírez Rodríguez; y por el **OESTE**, con terrenos pertenecientes a Willie T. Zajia, antes, hoy solares de varios dueños.

Este es el remanente de esta finca, según la escritura número 335, otorgada en Cabo Rojo, Puerto Rico, el día 1 de diciembre de 2004, ante el notario Rafael Doitteau Cruz, e inscrita al folio 172 del tomo 908 de Cabo Rojo, finca número 7,352, al margen de la inscripción 6ta.

ORIGEN REGISTRAL:

Se segrega de la finca número 4,523, inscrita al folio 136 del tomo 146 de Cabo Rojo.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **James Henry Cuevas, viudo,** quien lo adquirió por adjudicación y/o partición de bienes, de Peggy Lee Cuevas, Rick Cuevas, James Louis Cuevas Jr., Ron Cuevas y Jo-Ann Cuevas, con un valor de $200,000.00, mediante la escritura número 48, otorgada en Cabo Rojo, Puerto Rico, el día 25 de julio de 2019, ante la notario Ysis Doitteau Cofresí, finca número 7,352, inscripción 8va.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS

ii. Por sí está afecta a:

Servidumbre a favor de la Autoridad de Energía Eléctrica de Puerto Rico, constituida mediante Resolución, sobre Expropiación Forzosa, de fecha 2 de enero de 2007, expedida en el Tribunal de Primera Instancia, Sala Superior de San Juan, en el Caso Civil número KEF2006-0755, e inscrita al folio 172 del tomo 908 de Cabo Rojo, finca número 7,352, inscripción 6ta.

Continuación…
Finca número 7,352

OBSERVACIÓN:

AL ASIENTO 2019-068069-SG01 DEL SISTEMA KARIBE, se presentó el día 1 de julio del 2019, la escritura número 11, otorgada en Cabo Rojo, Puerto Rico, el día 8 de mayo del 2019, ante el notario Ysis Doitteau Cofresí, mediante la cual comparece James Cuevas, también conocido como Jaime Cuevas Cardoza, soltero, a vender la descrita propiedad a favor de Cabo Rojo Land Acquisition, LLC., por el precio de $350,000.00.

NOTA: Se describe un remanente de 23,670.701 metros cuadrados, luego de descontados 436.5903 metros cuadrados, del área ocupada por la servidumbre de la Inscripción tercera.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2019-068072-SG01 DEL SISTEMA KARIBE, se presentó el día 1 de julio del 2019, la escritura número 116, otorgada en San Juan, Puerto Rico, el día 10 de mayo del 2019, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparecen Cabo Rojo Land Acquisition, LLC., a constituir hipoteca en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $550,000.00, con intereses al 12% anual, vencedero a la presentación.

NOTA: Se describe la propiedad con una cabida de 23,670.701 metros cuadrados.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854, Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E.

Y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

Se describe la finca agrupada de la siguiente manera:

RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodríguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodríguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos."

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Notificado el día 2 de febrero de 2024.

Continuación…
Finca número 7,352

AL ASIENTO 2022-051237-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 255, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a cancelar la hipoteca, por la suma de $550,000.00, presentada al Asiento 2019-068072-SG01 y pendiente de ser certificada.

Se acompaña: Pagaré Cancelado;Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas (así surge), en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Documento presentado bajo la finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

Se acompaña: Certificación del notario.

Documento presentado bajo la finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe. (2:59 p.m.)

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Continuación…
Finca número 7,352

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Capital Title Services, LLC.

POR: ***Ramón F. Gómez Marcos***
15 de marzo de 2024
SCG/anr/f

33 Calle Resolución, Suite 302
San Juan, PR 00920-2727
TEL: 787-707-7369
FAX: 787-782-6743

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,735

RE : **/ CABO ROJO LAND ACQUISITION LLC/**
CARMEN M. FONSECA/ HIPOTECARIO/

FINCA : Número 28,334, inscrito al folio 196 del tomo 978 de Cabo Rojo. Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de 340.229880 cuerdas, equivalentes a 1,337,236.118 metros cuadrados. En lindes por el **NORTE**, con terrenos de F. Carrera & Hermanos y Enrique Carlo Aymat; por el **SUR**, con terrenos de Natalicio Irizarry, Laureano Rodríguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla; y por el **OESTE**, con terrenos de Natalicio Irizarry.

ORIGEN REGISTRAL:

Se formó por agrupación de las fincas números 13,974; 13,975; 13,976; 13,977; 13,978; 13,979; 13,980; 13,981; 13,982; 13,983; 13,984; 13,985; 13,986; 13,987; 13,988; 13,989; 13,990; 13,991; 13,992; 13,993; 13,994; 13,995; 13,996; 13,997; 13,998; 14000; 14,003; 14,004; 14,005; 14,006; 14,007; 14,008; 14,009; 14,010; 14,011; 14,012; 14,013; 14,014; 14,015; 14,016; 14,017; 14,022; 14,023; 14,024; 14,025; 14,026; 14,027; 14,028; 14,029; 14,030; 14,031; 14,032; 14,033; 14,034; 14,035; 14,036; 14,037; 14,038; 14,039; 14,040; 14,041; 14,042; 14,043; 14,049; 14,056 y 14,060, inscritas a los folios 1, 10, 20, 30, 40, 50, 60, 70, 80, 90, 100, 110, 120, 130, 140, 150, 160, 170, 180, 190, 200, 210, 220, 230, 240, 260, 290 de los tomos 399 de Cabo Rojo; los folios 1, 10, 20, 30, 40, 50, 60, 70, 80, 90, 100, 110, 120, 130, 180, 190, 200, 210, 220, 230, 240, 250, 260, 270, 280 y 290 del tomo 400 de Cabo Rojo; los folios 1, 10, 20, 30, 40, 50, 60, 70, 80, 90, 150 y 220 del tomo 401 de Cabo Rojo; y el folio 10 del tomo 402 de Cabo Rojo.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Acquisition, LLC.**, cuya entidad lo adquirió por compraventa a Villas de Bahía Boquerón Development Corporation, por el precio de $55,500,000.00, mediante la escritura número 245, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, finca número 28,334, inscripción 13ra.

GRAVÁMENES:

i. Por su procedencia está afecta a:

a. Servidumbre a favor de la Autoridad de Energía Eléctrica de Puerto Rico.

b. Condiciones restrictivas sobre edificación y uso:

Cuando inscriben las condiciones restrictivas el Registro hace la inscripción de la siguiente manera: (Uso como ejemplo la finca 13,974 la cual le acompaño) "Se constituyen condiciones restrictivas sobre 89 fincas sobre el Proyecto Mont Carlos States, (De la agrupación solo surgen 66 fincas), según documento otorgado en la ciudad de Fort

Continuación…
Finca número 28,334

Lauderdale del Estado de la Florida, Condado de Broward, el día 29 de octubre de 1984, ante la notaría Marilyn V. Semora, protocolizado mediante la escritura número 22, otorgada en San Juan, Puerto Rico, el día 2 de noviembre de 1984, ante el notario Jaime Aponte Parsi, e inscrita al margen del folio 1 del tomo 399 de Cabo Rojo".

Dichas condiciones aparecen expresamente **canceladas en todas las fincas excepto** las fincas 13,988; 14,009; 14,010; 14,011; 14,012; 14,013; 14,014; 14,015; 14,016; 14,017; 14,049; 14,056 y 14,060. La nota de cancelación la redactan de la siguiente manera:

"Canceladas las anteriores condiciones mediante la escritura número 13, otorgada en San Juan, Puerto Rico, el día 10 de abril de 1190, ante la notario Rosa M. Lázaro San Miguel, enmendada por la escritura número 17, otorgada en Boquerón, Puerto Rico, el día 22 de mayo de 1991, tomándose razón al margen del folio 9 del tomo 399 de Cabo Rojo, firmada dicha cancelación el 1 de junio de 1993".

Entendemos que en las fincas 13,988; 14,049; 14,056 y 14,060 aun cuando se redactó la misma escritura del mismo año y ante el mismo notario, no se expresó claramente que fueran canceladas en esa finca. Es de nuestra opinión que el técnico mal interpretó la escritura y por ende redacto la nota marginal incompleta y distinta en esas cuatro fincas.

ii. Por sí está:

LIBRE DE CARGAS.

OBSERVACIÓN:

AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré a favor del Portador, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas, en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

Se acompaña: Certificación del notario; Certificación de exención Compañía de Turismo.

Notificado el día 5 de febrero de 2024.

Continuación…
Finca número 28,334

AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

Se acompaña: Certificación del notario.

Notificado el día 5 de febrero de 2024.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe. (9:23 a.m.)

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Capital Title Services, LLC.

POR: *Ramón F. Gómez Marcos*
15 de marzo de 2024
MRF/anr/f

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,738

RE : **/ CABO ROJO LAND ACQUISITION LLC/**
CARMEN M. FONSECA/ HIPOTECARIO/

FINCA : Número 32,623, inscrito al folio 112 del tomo 958 de Cabo Rojo.
Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RUSTICA: Parcela de terreno marcada como Parcela A-2 en el Plano de Inscripción, radicado en el Barrio Boquerón del término Municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de 191,723.2027 metros cuadrados, equivalentes a 48.7796 cuerdas y que colinda por el **NORTE**, del punto 205 al 92 en 188.4471 metros lineales con el remanente de la finca principal de la cual se segrega; por el **SUR**, del punto 85 al 89 en 5.7624 metros lineales con propiedad de Antonio Fas Alzamora; del punto 114 al 115 en 83.8607 metros lineales, del punto 115 al 116 en 78.3548 metros lineales, del punto 116 al 117 en 75.2163 metros lineales con propiedad de Antonio Fas Alzamora; por el **ESTE**, del punto 92 al 203 en 24.8073 metros lineales, con un camino vecinal, del punto 203 al 85 en 9.7034 metros lineales, con un camino vecinal del punto 89 al 90 en 10.4731 metros lineales, del punto 90 al 99 en 88.9976 metros lineales, del punto 99 al 100 en 87.0714 metros lineales, del punto 100 al 101 en 59.0273 metros lineales, del punto 101 al 102 en 43.1210 metros lineales, del punto 102 al 104 en 74.4833 metros lineales, del punto 104 al 106 en 110.3996 metros lineales, del punto 106 al 107 en 56.4148 metros lineales, del punto 107 al 108 en 138.2144 metros lineales, del punto 108 al 109 en 23.9005 metros lineales, del punto 109 al 111 en 88.1918 metros lineales, del punto 111 al 112 en 142.0623 metros lineales, del punto 112 al 114 en 76.6225 metros lineales, con propiedad de Antonio Fas Alzamora; y por el **OESTE**, del punto 117 al 205 en 1,136.7292 metros lineales, con el remanente de la finca principal de la cual se segrega.

ORIGEN REGISTRAL:

Se segrega de la finca número 32,622, inscrita al folio 109 del tomo 958 de Cabo Rojo.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Acquisition, LLC.**, cuya entidad lo adquirió por compraventa a Puerto Rico Land & Fruit, S.E., por el precio de $1,400,000.00, mediante la escritura 251, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, finca número 32,623, inscripción 6ta.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS

33 Calle Resolución, Suite 302
San Juan, PR 00920-2727
TEL: 787-707-7369
FAX: 787-782-6743

Continuación…
Finca número 32,623

ii. Por sí está afecta a:

Hipoteca en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $700,000.00, con intereses al 8% anual, a pagar en 7 pagos de $100,000.00 cada uno, vencedero en los meses 6, 12, 18, 24, 30, 36 y 42 de la fecha de este otorgamiento, respectivamente, constituida mediante la escritura número 8, otorgada en San Juan, Puerto Rico, el día 10 de octubre de 2008, ante el notario Fernando E. Agrait Betancourt, e inscrita al folio 113 del tomo 958 de Cabo Rojo, finca número 32,623, inscripción 5ta.

OBSERVACIÓN:

1. AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854, Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E.

   Y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

   Se describe la finca agrupada de la siguiente manera:

   RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodriguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodriguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos."

   Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

   Notificado el 2 de febrero de 2024. Falta: Impedida por Asiento previo.

2. AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

   Se acompaña: Certificación de exención de la Compañía de Turismo.

   Notificado el 2 de febrero de 2024. Falta: Impedida por Asiento previo.

33 Calle Resolución, Suite 302
San Juan, PR 00920-2727
TEL: 787-707-7369
FAX: 787-782-6743

Continuación…
Finca número 32,623

3. AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas, en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

   Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

   Notificado el 5 de febrero de 2024.

4. AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

   Se acompaña: Certificación del notario.

   Notificado el 5 de febrero de 2024.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe. 9:02am.

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Capital Title Services, LLC.

POR: *Ramón F. Gómez Marcos*
15 de marzo de 2024
MRF/gps/f

MORELL · CARTAGENA · DAPENA

JORGE ANTONIO MORALES CORDERO

Plaza 273 Suite 700
273 Ponce de León
San Juan, PR 00917-1934
787-723-1233; 787-729-1974
jorge.morales@mbcdlaw.com

CERTIFIED COPY OF DEED NUMBER TWENTY (20)

PURCHASE AND SALE

EXECUTED IN SAN JUAN, PUERTO RICO
ON MAY 10, 2024

BEFORE:

JORGE ANTONIO MORALES CORDERO

BY:

BAHIA BONITA, INC.

("SELLER")

AND

CABO ROJO LAND ACQUISITION LLC

("BUYER")

----------**DEED NUMBER TWENTY (20)** ----------

----------**PURCHASE AND SALE** ----------

---In San Juan, Puerto Rico, on this tenth (10th) day of May, two thousand twenty-four (2024) ----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with offices and residence in San Juan, Puerto Rico,----------

----------**APPEAR** ----------

---AS THE PARTY OF THE FIRST PART: **BAHIA BONITA, INC.** (hereinafter, "Seller"), a corporation organized, existing and in good standing under the laws of the Commonwealth of Puerto Rico, represented herein by PEMARIS GONZÁLEZ SUÁREZ, of legal age, single, property owner and resident of Cabo Rojo, Puerto Rico, whose authority to represent Seller in this Deed arises from a Certificate of Resolution executed by Illianedmaris Vega González, Assistant Secretary of Seller, on April four (4), two thousand twenty-four (2024), under Affidavit number four thousand six hundred sixteen (4,616) of Notary María del Rosario Pujol Thompson.----------

---I, the Notary, hereby certify that I have examined the aforesaid Certificate of Resolution of Seller and that it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law, to authorize Ms. González Suárez to appear herein on behalf of Seller.-------

---AS THE PARTY OF THE SECOND PART: **CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "Buyer"), a limited liability company organized, existing and in good standing under the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, GLADYS OMAYRA FONTÁNEZ REYES, who is of legal age, single, attorney at law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this Deed arises from a

JORGE A. MORALES CORDERO ABOGADO NOTARIO

Certificate of Resolution of Buyer signed by Eileen Sawyer, as Manager of Buyer, on May two (2), two thousand twenty-four (2024), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engines of the Department of State and the Office of Information Technology Services of the State of New York. I further certify that I have examined the aforesaid Certificate of Resolution of Buyer and that it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law, to authorize Ms. Fontánez-Reyes to appear herein on behalf of Buyer. ---I, the Notary, do hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily----------

----------**STATE AND AGREE**----------

---**FIRST:** Seller is the owner in fee simple title ("*pleno dominio*"), and has the possession of the two (2) parcels of land described in the Spanish language as follows (hereinafter, collectively referred to as the "Property"): ----------

----------**PARCEL ONE**----------

---*"RÚSTICA: Parcela marcada con el número treinta y cuatro (34) del Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida de cinco cuerdas (5.0000 cdas.) equivalentes a una (1) hectárea, noventa y seis (96) áreas, y sesenta (60) centiáreas. En lindes, por el NORTE, con las parcelas número veinte (20) y veintiuno (21) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela; por el SUR, con la parcela número treinta y cinco (35) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela; por el ESTE, con la parcela número ciento diez (110) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela; y por el OESTE, con las parcelas número veintidós (22) y veintitrés (23) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela."* ----------

---Parcel One is recorded at page 265 of volume 509 of Cabo Rojo,

JORGE A. MORALES CORDERO ABOGADO NOTARIO

Section of San Germán of the Registry of Property of Puerto Rico (the "Registry"), Property Number 18,786. ----------

---The tax identification number ("*número de catastro*") assigned to Parcel One by the Municipal Revenues Collection Center ("CRIM") is 402-019-327-68-000. ----------

---Parcel One was acquired by Seller pursuant to Deed Number Fifty-Eight (58), executed in Mayagüez, Puerto Rico, on April six (6), two thousand four (2004) before Notary Luis Roberto Santos, recorded at the Registry at Page 127 of Volume 841 of Cabo Rojo, fourth (4th) inscription.

----------LIENS AND ENCUMBRANCES OF PARCEL ONE ----------

---By its origin, Parcel One is free of liens and encumbrances. ----------

---By itself, Parcel One is subject to: ----------

----(A) Restrictive Conditions constituted pursuant to Deed Number One Hundred Thirty-Three (133), executed in Mayagüez, Puerto Rico, on November twenty (20) two thousand three (2003), before Notary Luis Roberto Santos, recorded at page 127 of volume 841 of Cabo Rojo, third (3rd) inscription (hereinafter, the "Permitted Encumbrance"). ----------

----(B) Mortgage to guarantee a promissory note payable to the order of the bearer, in the principal sum of One Million Five Hundred Seventy-One Thousand Four Hundred Twenty-Eight Dollars and fifty-four cents ($1,571,428.54), of which One Hundred Forty-Two Thousand Eight Hundred Fifty-Seven Dollars and fourteen cents ($142,857.14) are allocated to Parcel One, with no interest, payable on demand, constituted under Deed Number Fifty-Nine (59) executed in Mayagüez, Puerto Rico, on April six (6) two thousand four (2004), before Notary Luis Roberto Santos, recorded at page 127 of volume 841 of Cabo Rojo, fifth (5th) inscription. ----------

---The foregoing mortgage has been cancelled, as to Parcel One, pursuant to Deed Number Twenty-Two (22), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol-Thompson on May ten

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

(10), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ----------

----------**PARCEL TWO**----------

---"***RUSTICA***: *Parcela número cuarenta y siete (47) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas, y sesenta (60) centiáreas y en lindes por el NORTE, con la parcela número cuarenta y seis (46) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número veinte (20) y servidumbre de paso de diez (10) metros de ancho de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número cincuenta y ocho (58) y servidumbre de paso de diez (10) metros de ancho de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número nueve (9) y servidumbre de paso de diez (10) metros de ancho de los cuales cinco (5) pertenecen a esta parcela."* ----------

---Parcel Two is recorded at the Registry at page 19 of volume 510 of Cabo Rojo, Property Number 18,795. ----------

---The tax identification number ("*número de catastro*") assigned by the Municipal Revenues Collection Center ("CRIM") to the master parcel from which Parcel Two was segregated is 402-019-327-67-000. ----------

---Parcel Two was acquired by Seller pursuant to Deed Number Fifty-Eight (58), executed in Mayagüez, Puerto Rico, on April six (6), two thousand four (2004) before Notary Luis Roberto Santos, recorded at the Registry at Page 184 of Volume 841 of Cabo Rojo, fourth (4th) inscription.

----------LIENS AND ENCUMBRANCES OF PARCEL TWO ---------

---By its origin, Parcel Two is free of liens and encumbrances. ----------

---By itself, Parcel Two is subject to: ----------

----(A) The Permitted Encumbrance, constituted as stated above, recorded as to Parcel Two, at page 184 of volume 841 of Cabo Rojo, third (3rd) inscription. ----------

----(B) Mortgage to guarantee a promissory note payable to the order of the bearer, in the principal sum of One Million Five Hundred Seventy-One Thousand Four Hundred Twenty-Eight Dollars and fifty-four cents ($1,571,428.54), of which One Hundred Forty-Two Thousand Eight Hundred Fifty-Seven Dollars and fourteen cents ($142,857.14) are

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allocated to Parcel Two, with no interest, payable on demand, constituted under Deed Number Fifty-Nine (59) executed in Mayagüez, Puerto Rico, on April six (6) two thousand four (2004), before Notary Luis Roberto Santos, recorded at page 184 of volume 841 of Cabo Rojo, fifth (5th) inscription. ----------

---The foregoing mortgage has been cancelled, as to Parcel Two, pursuant to Deed Number Twenty-Two (22), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol-Thompson on May ten (10), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ----------

---**SECOND:** Seller granted to Buyer an option to purchase the Property, pursuant to an instrument titled *Contrato de Promesa Recíproca de Compraventa* executed on October two (2), two thousand twenty-three (2023) (the "Purchase Agreement"). ----------

----------**PURCHASE AND SALE** ----------

---**THIRD:** As contemplated in the Purchase Agreement, Seller hereby sells, conveys and transfers fee simple title ("*pleno dominio*") to the Property and the possession thereof to Buyer, and Buyer hereby purchases from Seller fee simple title to the Property and the possession thereof, in accordance with the following ----------

----------**TERMS AND CONDITIONS** ----------

-----One: The aggregate purchase price of the Property is the lump sum of **ONE MILLION SIX HUNDRED THOUSAND DOLLARS ($1,600,000)** (hereinafter, the "Purchase Price"), of which (i) the sum of EIGHT HUNDRED THOUSAND DOLLARS ($800,000) is allocated to Parcel One; and (ii) the sum of EIGHT HUNDRED THOUSAND DOLLARS ($800,000) is allocated to Parcel Two. ----------

-----Two: The Purchase Price has been paid by Buyer as follows: ---------

------(A) The sum of FORTY THOUSAND DOLLARS ($40,000) was paid by Buyer to Seller concurrently with the execution of the Purchase

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Agreement, which amount has been credited in its entirety to the Purchase Price on this date. ----------

------(B) Concurrently with the execution of this Deed, Buyer has delivered to Seller the sum of SEVEN HUNDRED THIRTY THOUSAND DOLLARS ($730,000), which amount has been credited in its entirety to the Purchase Price on this date. Said sum has been paid by Buyer to Seller by wire transfer or manager's check to the order of Seller and Seller hereby acknowledges receipt thereof in form and substance acceptable to Buyer. ----------

---After crediting the aforementioned sum to the Purchase Price, the balance of the Purchase Price is reduced to the sum of EIGHT HUNDRED THIRTY THOUSAND DOLLARS ($830,000) (hereinafter, the "Deferred Purchase Price"). ----------



------(C) The Deferred Purchase Price shall be evidenced by a mortgage note (hereinafter the "Mortgage Note") issued on this same date by Buyer in the principal sum of EIGHT HUNDRED THIRTY THOUSAND DOLLARS ($830,000), with interest per annum at the rate of five percent (5%), to be paid on a semi-annual basis, payable in two (2) installments of FOUR HUNDRED FIFTEEN THOUSAND DOLLARS ($415,000) each, the first maturing six (6) months after the execution of this Deed, and the second maturing one (1) year after the execution hereof. Said installments may be partially or totally paid in advance, at any time, without penalty, provided all partial payments in advance are applied first, to the interest then owed up to the date of the advanced payment, and the balance of the advanced payment after said interest, will be applied to the principal installment(s), in order of maturity.----------

---The Mortgage Note will be guaranteed by a first mortgage over the Property, in the principal sum of EIGHT HUNDRED THIRTY THOUSAND DOLLARS ($830,000), which will be constituted concurrently with the execution hereof. The mortgage lien will be

distributed among each of the parcels constituting the Property as follows: (i) Parcel One: Four Hundred Fifteen Thousand Dollars ($415,000); and -(ii) Parcel Two: Four Hundred Fifteen Thousand Dollars ($415,000). -----Three: This Deed entitles Buyer to the immediate possession of the Property, without any additional formality, document or request.----------Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of Seller and, thereafter, for the account of Buyer. ----------Five: Seller hereby delivers to Buyer fee simple title ("*pleno dominio*") to the Property, vacant and free and clear of liens, encumbrances or defects, subject only to the Permitted Encumbrance. ----Six: Buyer specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) Seller hereby sells and Buyer hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, vacant and free of liens and encumbrances, excepting the Permitted Encumbrance, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from Seller or any of Seller's agents employees, members, representatives, attorneys or brokers (each such party a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by Seller to Buyer. Buyer further acknowledges and agrees that Seller is under no duty to make any inquiry regarding any matter that may or may not be known to Seller or any Seller Affiliate. Upon execution of this Deed, Buyer shall assume the risk of adverse matters relating to adverse investigations, and Buyer, upon execution of this Deed, shall be deemed to have waived, relinquished and released Seller and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which Buyer



might have asserted or alleged or may assert or allege in the future against Seller or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution of this Deed.----------

-----Seven: Seller represents and warrants to Buyer that, to the best of Seller's knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances. ----------

-----Eight: The notarial fees, stamps on the original, stamps on the first certified copy and recording rights of this Deed in the Registry will be paid by Buyer. ----------

---**FOURTH**: This Deed will be interpreted in accordance with the laws of Puerto Rico and governed by them. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of the Commonwealth of Puerto Rico in the event of any litigation pursuant to this Deed. ----------

---**FIFTH**: All notices to the parties pursuant to this Deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

----TO SELLER: ----------

------Physical:----------

------1 Calle Guajanas ----------
------Urbanización Villa Georgetti ----------
------Barceloneta, PR 00617 ----------

------Postal:----------

------PO Box 981 Barceloneta, PR 00617 ----------
------Attention: Illianedmaris Vega----------
------Electronic Mail: illianedmaris.vega@upr.edu ----------

----TO BUYER:

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------Cabo Rojo Land Acquisition LLC ----------
------Edificio Ochoa ----------
------500 Calle de la Tanca, Suite 514 ----------
------San Juan, PR 00901----------
------Attention: Eileen Sawyer ----------

----With a copy to: ----------

------250 Avenida Muñoz Rivera, Suite 440 ----------
------San Juan, PR 00918----------
------Attention: Roberto Ruiz ----------
------Electronic Mail: roberto.ruiz@ccgc.com.do ----------

---**SIXTH**: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

---**SEVENTH**: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the rest of this Deed will continue in full force and effect. -

---**EIGHTH**: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver whichever documents or instruments, public or private, necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any rectification deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of Buyer, except that each party shall bear the fees of their respective counsel. ------

---**NINTH**: The Notary advises Buyer as to the importance of filing the corresponding Change of Ownership Application at the CRIM, and to obtain before the execution of this Deed, a certification indicating whether the Property owes any sums related to property taxes. Under applicable law, Buyer is responsible for filing at the CRIM the corresponding application for Change of Ownership within thirty (30) days from the execution hereof. Buyer hereby declares that it is fully aware of the above-mentioned obligations and releases the authorizing Notary from this

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responsibility.----------

----------**RATIFICATION AND WARNINGS**----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ---------

-----(A) the meaning and legal effects of the execution of this Deed;-------

-----(B) the fact that this Deed was prepared in reliance to title abstracts prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions in such title abstracts. Said title abstracts were prepared by Capital Title Services Inc. and are dated April seventeen (17), two thousand twenty-four (2024); ----------

-----(C) that after the date of such title abstract and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry as of the date of the title abstract; ----------

-----(D) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification;----------

-----(E) of the right of the Buyer to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights; ----------

-----(F) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation,

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the provisions contained in 23 L.P.R.A. §225, et. seq.; ----------

-----(G) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property;----------

-----(H) of the importance of recording a copy of this deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this deed is not recorded at the Registry; ----------

-----(I) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property; ----------

-----(J) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations; ----------

-----(K) that the undersigned Notary has the obligation to file an Informative Return before the Puerto Rico Treasury Department ("Planilla Informativa Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles") and the consequences to the Seller of such filing;-----

-----(L) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 et seq., is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Sellers, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions

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of the aforementioned federal statute. Copies of these documents must be retained by Seller and his agent, if any, for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed; and----------

-----(M) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by affixing their initials on each page they attest as to their reading, understanding and acceptance of its contents. ----------

----------**READING, ACCEPTANCE AND EXECUTION** ---------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their initials on each page thereof. ----------

---As to everything stated or contained in this instrument, I the Notary, hereby **ATTEST**. ----------

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---Signed, sealed, marked and flourished by the authorizing Notary, Jorge Antonio Morales Cordero. ----------

---Therein also appear the signature of the appearing parties and their initials on the margin of each page. The corresponding internal revenue stamps, legal assistant stamps and the notarial tax stamp are adhered thereon. ----------

---I, the Notary, CERTIFY that the foregoing is a true and exact copy of Deed Number Twenty (20), which contains twelve (12) pages (*folios*), the original of which forms part of my protocol of public instruments for the year two thousand twenty-four (2024). ----------

---IN WITNESS WHEREOF, and to deliver to Cabo Rojo Land Acquisition LLC, I issue the first certified copy, which I sign, seal, mark and flourish in San Juan, Puerto Rico, on May ten (10), two thousand twenty-four (2024). ----------

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

NOTARY







DEPARTAMENTO *de* JUSTICIA
ESTADO LIBRE ASOCIADO DE PUERTO RICO

CERTIFICACIÓN DEL NOTARIO QUE PRESENTA DOCUMENTO EN EL REGISTRO DE LA PROPIEDAD INMOBILIARIA DE PUERTO RICO POR LA VÍA TELEMÁTICA

CERTIFICO: Que la copia en formato PDF de la Escritura Núm. Veinte (20) sobre "Purchase and Sale", autorizada por mí en San Juan el diez (10) de mayo de dos mil veinticuatro (2024), que estoy presentando en esta fecha en el Registro de la Propiedad, es una copia fiel y exacta de la copia certificada de dicha escritura.

En San Juan, Puerto Rico, hoy catorce (14) de mayo de dos mil veinticuatro (2024).

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

Notario

MORELL • CARTAGENA • DAPENA

JORGE ANTONIO MORALES CORDERO

Plaza 273 Suite 700
273 Ponce de León
San Juan, PR 00917-1934
787-723-1233; 787-729-1974
jorge.morales@mbcdlaw.com

CERTIFIED COPY OF DEED NUMBER TWO (2)

PURCHASE AND SALE

EXECUTED IN SAN JUAN, PUERTO RICO
ON MARCH 24, 2023

BEFORE:

JORGE ANTONIO MORALES CORDERO

BY:

BOQUERÓN WARD, LLC
(SELLER);

CABO ROJO LAND ACQUISITION LLC
(BUYER);

JOSÉ ENRIQUE PÉREZ CRUZ
(BUYER'S BROKER);

AND

EUGENIO SUÁREZ RIVERA
(SELLER'S BROKER)

----------**DEED NUMBER TWO (2)** ----------

----------**PURCHASE AND SALE**----------

---In the Municipality of San Juan, Commonwealth of Puerto Rico, on this twenty-fourth (24th) day of March, two thousand twenty-three (2023). ---

---------- **BEFORE ME**----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with offices and residence in San Juan, Puerto Rico. ----------

---------- **APPEAR** ----------

---**AS THE PARTY OF THE FIRST PART: BOQUERÓN WARD, LLC** (hereinafter referred to as "SELLER"), a limited liability company organized, existing and in good standing in accordance with the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, José A. Díaz-Brugueras, of legal age, single, attorney and resident of San Juan, Puerto Rico, and whose authority to represent SELLER in this public deed arises from that certain Certificate of Resolutions of Boquerón Ward, LLC, executed by Eldad Israel, in his capacity as Secretary of Boquerón Ward, LLC, on March twenty-one (21) two thousand twenty-three (2023), in Palm Beach, Florida, before Notary Public James Jean Charles. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of Notary Public James Jean Charles through the search engine of the Department of State of the State of Florida. I further certify that I have examined the original of the aforesaid Certificate of Resolutions of Boquerón Ward, LLC, and that, in my opinion, it is adequate and sufficient, and complies with all legal requirements needed to authorize Mr. Díaz-Brugueras to appear herein on behalf of SELLER. ----------

---**AS THE PARTY OF THE SECOND PART: CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "BUYER"), a limited liability company organized, existing and in good standing in accordance with the laws of the State of Delaware, United States of America,

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represented herein by its Authorized Representative, Gladys Omayra Fontánez Reyes, who is of legal age, single, attorney at law and resident of San Juan, Puerto Rico, and whose authority to represent BUYER in this public deed arises from the Certificate of Resolution of BUYER, signed by Eileen Sawyer, as Manager of BUYER, on March eleven (11), two thousand twenty three (2023), in New York, New York, before Notary Public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of Notary Public Eric Orenstein through the search engine of the Department of State of the State of New York. I further certify that I have examined the original of the aforesaid Certificate of Resolution of Cabo Rojo Land Acquisition LLC, and that, in my opinion, it is adequate and sufficient, and complies with all legal requirements needed to authorize Ms. Fontánez Reyes to appear herein on behalf of BUYER. ----------



---**AS THE PARTY OF THE THIRD PART: JOSÉ ENRIQUE PÉREZ CRUZ,** also known as José E. Pérez (hereinafter referred to as "BUYER's BROKER"), who is of legal age, married, real estate broker and resident of Bayamón, Puerto Rico; and----------

---**AS THE PARTY OF THE FOURTH PART: EUGENIO SUÁREZ RIVERA** (hereinafter referred to as "SELLER's BROKER"), who is of legal age, single, real estate broker and resident of Cabo Rojo, Puerto Rico.----------

---I, the Notary, do hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgement they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily, ----------

----------**STATE AND AGREE** ----------

---**FIRST:** SELLER is the sole owner of fee simple title ("*pleno dominio*") and has the possession of the parcel of land described in the Spanish language, in the San Germán Section of the Registry of the

Property of Puerto Rico (the "Registry") as follows, hereinafter referred to as the "Property":----------

---**"RUSTICA:** Parcela marcada con el número setenta y cuatro (74), radicada en el Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida de quince mil quinientos cincuenta y cinco punto mil novecientos cincuenta y tres (15,555.1953) metros cuadrados. En linderos: por el NORTE, en tres (3) alineaciones de cinco punto ochocientos setenta y cuatro (5.874) metros, veintisiete punto setecientos diecisiete (27.717) metros y treinta y dos punto novecientos sesenta (32.960) metros, con área de uso público a dedicarse a zona marítimo terrestre y en treinta y cuatro punto novecientos setenta y dos (34.972) metros, con el solar marcado número uno (1) en el plano de inscripción; por el SUR, en dos (2) alineaciones de cincuenta punto seiscientos ochenta y cuatro (50.684) metros y cincuenta punto seiscientos noventa (50.690) metros con terrenos de otros dueños; por el ESTE, en dos (2) alineaciones de setenta y siete punto quinientos treinta y siete (77.537) metros y ciento dieciséis punto cuatrocientos noventa y nueve (116.499) metros, con la parcela número setenta y cinco (75), propiedad de Quinino Merino Pedroso; y por el OESTE, en una (1) alineación de setenta y siete punto quinientos treinta y siete (77.537) metros, con parcela número cuarenta y dos (42) de Enrique Carlo Aymat y en ciento catorce punto ciento veintinueve (114.129) metros, con el solar marcado número uno (1) en el plano de inscripción."----------

---The Property is identified in the Registry as property number 31,178, recorded at page 151 of volume 916 of Cabo Rojo, Section of San Germán of the Registry.----------

---The Property was acquired by SELLER through deed number seven (7), executed in San Juan, Puerto Rico, on March three (3), two thousand six (2006), before notary public Jaime R. Berríos, recorded at the overleaf of page 151 of volume 916 of Cabo Rojo, Section of San Germán of the Registry, third (3rd) inscription. ----------

---The real property tax identification numbers ("números de catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to the Property are:----------

-----(i) Four hundred two dash zero zero seven dash three hundred twenty-seven dash zero two dash zero zero zero (402-007-327-02-000);----------

-----(ii) Four hundred two dash zero zero seven dash three hundred twenty-seven dash zero three dash zero zero zero (402-007-327-03-000);

-----(iii) Four hundred two dash zero zero seven dash three hundred twenty-seven dash zero four dash zero zero zero (402-007-327-04-000); and----------

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-----(iv) Four hundred two dash zero zero seven dash three hundred twenty-seven dash zero five dash zero zero zero (402-007-327-05-000);

---By itself, the Property is free and clear of liens and encumbrances. By its origin, the Property is subject to the following liens and encumbrances, which shall be considered permitted encumbrances for purposes of this public deed: ----------

-----A. Restrictive covenants of edification and use. ----------

-----B. Three (3) right of way easements. ----------

---**SECOND:** On February three (3), two thousand twenty-three (2023), SELLER granted to BUYER's affiliate, PR INVESTCO LLC ("PR Investco"), an option to purchase the Property, pursuant to an Option Agreement (the "Option Agreement") executed on said date. The parties hereto acknowledge and agree that PR Investco has assigned to BUYER all of its rights and obligations under the Option Agreement, and that BUYER is the permitted assignee and successor of PR Investco thereunder.----------



----------**PURCHASE AND SALE** ----------

---**THIRD:** In accordance with the Option Agreement, SELLER hereby sells, conveys and transfers fee simple title ("*pleno dominio*") to the Property and the possession thereof to BUYER, and BUYER hereby purchases from SELLER fee simple title ("*pleno dominio*") to the Property and the possession thereof, in accordance with the following---

----------**TERMS AND CONDITIONS**----------

-----**One:** The purchase price of the Property is the lump sum of ONE MILLION FIVE HUNDRED THOUSAND DOLLARS ($1,500,000.00) (hereinafter the "Purchase Price"). The Purchase Price is not subject or conditioned to an appraisal report, and the SELLER shall have no obligation to adjust or reduce the Purchase Price as a result of any appraisal report(s) obtained by BUYER or anybody else.----------

-----**Two:** The Purchase Price is payable as follows:----------

----------A. The sum of ONE HUNDRED FIFTY THOUSAND

DOLLARS ($150,000.00) was paid by BUYER to SELLER's BROKER simultaneously with the execution of the Option Agreement, and has been paid by SELLER's BROKER to SELLER simultaneously with the execution of this public deed. SELLER hereby acknowledges receipt of said sum in form and substance acceptable to SELLER. ----------

----------B. The sum of ONE MILLION THREE HUNDRED FIFTY THOUSAND DOLLARS ($1,350,000.00) has been paid by BUYER to SELLER simultaneously with the execution of this public deed, and SELLER hereby acknowledges receipt thereof in form and substance acceptable to BUYER.----------

---**Three:** This public deed entitles BUYER to the immediate possession of the Property, without any additional formality, document or request. -

---**Four:** All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of SELLER and, thereafter, those corresponding exclusively to any period after this date, are for the account of BUYER. ----------

---**Five:** SELLER hereby delivers to BUYER fee simple title ("pleno dominio") to the Property, vacant, and free and clear of liens, encumbrances or defects, "as is, where is", subject only to the restrictive covenants and rights of way mentioned in paragraph FIRST of this public deed. ----------

---**Six:** BUYER specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) SELLER hereby sells and BUYER hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) BUYER is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from SELLER or any of SELLER's agents employees, members, representatives, attorneys or brokers (each such party a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the

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Property provided by SELLER to BUYER (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof (including, without limitation, structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities, electrical, mechanical HVAC, plumbing, sewage, and utility systems, facilities, and appliances, soils, geology, and groundwater); (b) the dimensions, area, and lot size of the Property and the square footage of the buildings or improvements located thereon, if any, or of any tenant space therein; (c) the development or income potential, or rights of or relating to, the Property or the Property's use, habitability, merchantability, or fitness, or the suitability, value, or adequacy of the Property for any particular purpose, (d) the zoning of the Property or any other public or private restrictions on the use of the Property unknown to SELLER, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of Buyer or any other person to obtain any necessary governmental approvals, licenses, or permits for BUYER's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters regarding the operation of the Property. BUYER expressly acknowledges and agrees that BUYER is not relying on any representation or warranty of SELLER or any Seller Affiliate, whether implied, presumed or expressly provided at law or otherwise, arising by virtue of any statute, common law, or other legally binding right or remedy in favor of BUYER. BUYER further acknowledges and agrees that SELLER is under no duty to make any

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inquiry regarding any matter that may or may not be known to SELLER or any Seller Affiliate. Upon execution of this public deed, BUYER shall assume the risk of adverse matters relating to adverse investigations, and BUYER, upon execution of this public deed, shall be deemed to have waived, relinquished and released SELLER and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), unknown to SELLER, which BUYER might have asserted or alleged or may assert or allege in the future against SELLER or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution this public deed.----------



---**Seven:** The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of this public deed will be paid by BUYER.----------

---**Eight:** This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of the Commonwealth of Puerto Rico in the event of any litigation pursuant to this public deed. ----------

---**Nine:** All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties: ----------

----------TO SELLER: ----------
----------BOQUERÓN WARD, LLC ----------
----------619 Fort Lauderdale Beach Boulevard----------
----------Fort Lauderdale, Florida 33304 ----------
----------Electronic Mail: eddie.israel@gmail.com ----------
----------with a copy to: ----------
----------FERRAIUOLI LLC----------
----------PO Box 195168----------
----------San Juan, Puerto Rico 00919-5168 ----------
----------Att: Josean Díaz Brugueras ----------
----------Electronic Mail: jdiaz@ferraiuoli.com ----------

----------TO BUYER: ----------
----------CABO ROJO LAND ACQUISITION LLC ----------

----------733 Third Avenue----------
----------New York, NY 10017----------
----------Attention: Eileen Sawyer----------
----------Electronic Mail: roberto.ruiz@ccgc.com.do----------
---
----------TO BUYER's BROKER:----------
----------Calle Cádiz 1218----------
----------Puerto Nuevo----------
----------San Juan, PR 00920----------
----------Attention: José Enrique Pérez Cruz----------
----------Electronic Mail: passportre@gmail.com----------

----------TO SELLER's BROKER:----------
----------PO Box 971----------
----------Cabo Rojo, Puerto Rico 00622----------
----------Attention: Eugenio Suárez Rivera----------
----------Electronic Mail: eugeniosuarezpr@gmail.com----------

---**Ten:** SELLER represents and warrants to BUYER that, to the best of SELLER's knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances. EXCEPT FOR THE FOREGOING REPRESENTATION, BUYER ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER BY SELLER OR ANY AGENT, OFFICER, EMPLOYEE OR REPRESENTATIVE THEREOF REGARDING THE PROPERTY. BUYER HEREBY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS SALE IS MADE WITHOUT REPRESENTATION, COVENANT OR WARRANTY OF ANY KIND (WHETHER EXPRESS, IMPLIED OR STATUTORY) BY SELLER.----------

---**Eleven:** The appearing parties acknowledge that the BUYER's BROKER, mister José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy-eight (10,478), alone or in association with other broker(s), has acted as real estate broker representing BUYER in the transaction which is the subject of this purchase and sale deed. The fees to Mr. Pérez Cruz and his associate(s), if any, for said service are the responsibility of BUYER and have been paid by BUYER to BUYER's BROKER simultaneously with the

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execution of this public deed. Said fees amount to SEVENTY-FIVE THOUSAND DOLLARS ($75,000.00), equivalent to five per cent (5%) of the Purchase Price of the Property, and BUYER's BROKER hereby acknowledges receipt thereof in form and substance acceptable to BUYER's BROKER. ----------

---**Twelve:** The appearing parties acknowledge that the SELLER's BROKER, mister Eugenio Suárez Rivera, real estate broker with Puerto Rico license number ten thousand four hundred seventy-eight (10,478), alone or in association with other broker(s), has acted as real estate broker representing SELLER in the transaction which is the subject of this purchase-sale deed. The fees to mister Eugenio Suárez Rivera and his associate(s), if any, for said services are the responsibility of SELLER and have been paid by SELLER to SELLER's BROKER simultaneously with the execution of this public deed. Said fees amount to SEVENTY-FIVE THOUSAND DOLLARS ($75,000.00), equivalent to five per cent (5%) of the purchase-sale price of the Property, and SELLER's BROKER hereby acknowledges receipt thereof in form and substance acceptable to SELLER's BROKER. ----------



---**Thirteen:** The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed. ----------

---**Fourteen:** In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgement or judicial order, then and in that event, the rest of this public deed will continue in full force and effect. ----------

---**Fifteen:** The parties hereto agree and oblige themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver whatever documents or instruments, public or private, which may be necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the

Registry, including, without limitation, any Rectification Deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of BUYER, except that each party shall bear the fees of their respective counsel. ----------

---**FOURTH:** The Notary advises BUYER as to the importance of filing the corresponding Property Tax Exemption and/or Change of Ownership Applications in the Municipal Revenue Collection Center (CRIM), and to obtain before the execution of this Deed, a Certification indicating whether the Property owes any sums related to property taxes. According to the Law, BUYER is responsible for filing at the Municipal Revenue Collection Center (CRIM) within the next thirty (30) days the corresponding application for Property Tax Exemption and /or Change of Ownership. The BUYER hereby declares that it is fully aware of the above-mentioned obligations and releases the subscribing Notary from this responsibility. ----------



----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed as drafted, to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ----------

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing notary public, and therefore, the parties agree to release the notary public from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstract was prepared by Capital Title Services Inc., and dated March sixteen (16), two thousand twenty-three (2023); ----------

-----(c) that subsequent to the date of such title abstract and before the

presentation for recording of this Deed, other documents may be presented or recorded in the Registry of the Property of Puerto Rico that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry of the Property of Puerto Rico as of the date of the title abstract. ----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry of the Property of Puerto Rico, or direct corroboration by examining the books of the Registry of the Property of Puerto Rico, and that the negative certification of the Registry of the Property of Puerto Rico does not exclude the possibility of liens recorded after the date of the certification; ----------

-----(e) the right of the BUYER to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.;----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property; ----------

-----(h) of the importance of recording a copy of this Deed in the Registry of the Property of Puerto Rico, the costs relating thereto and of the consequences that would result if a certified copy of this Deed is not recorded in the Registry of the Property of Puerto Rico; ----------

-----(i) of the desirability of performing a search of the records of the Municipal Revenue Collection Center (CRIM) to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute

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a senior, preferred statutory lien on the Property; ----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations; ----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its content.----------

-----(l) of the need and consequences to the SELLER of filing the "*Planillas Informativas Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles*" with the Puerto Rico Treasury Department; and ------

-----(m) that they have received the orientation required by the Federal Law for the reduction of risks provoked by lead based paints in residential dwellings ("Residencial Lead-Paint Hazard Reduction Act", 42 U.S.C. §§ 4851 et seq.). In addition, it has been complied with the Disclosure Rule required by the Housing and Urban Development Department of the United States of America (HUD) and the Environmental Protection Agency (EPA) about the reach of these warnings in case there exists a structure in the Property, leaving the authorizing notary public free of any responsibility to this effect. ----------

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----------**READING, ACCEPTANCE AND EXECUTION**---------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed as drafted, to their entire satisfaction, having I, the Notary Public, made to the appearing parties the necessary legal warnings concerning its execution. I, the Notary, hereby certify that this Deed was read by the persons appearing herein; that I advised them of their right to have witnesses present at the execution hereof, which right they have waived; that they acknowledge that they understand the contents of this Deed and the legal effects thereof; and that thereupon they signed this Deed before me and affixed their initials to each and every page hereof. ----------

---

---As to everything else contained in this public instrument, I the Notary,

ATTEST AND GIVE FAITH. ----------

---Signed, sealed, marked and flourished by the authorizing Notary, Jorge Antonio Morales Cordero.----------

---Therein also appear the signature of the appearing parties and their initials on the margin of each page. The corresponding internal revenue stamps, legal assistant stamps and the notarial tax stamp are adhered thereon. ------

---I, the Notary, CERTIFY that the foregoing is a true and exact copy of Deed Number Two (2), which contains thirteen (13) pages (folios), the original of which forms part of my protocol of public instruments for the year two thousand twenty-three (2023).----------

---IN WITNESS WHEREOF, and to deliver to Cabo Rojo Land Acquisition LLC, I issue the first certified copy, which I sign, seal, mark and flourish in San Juan, Puerto Rico, on March twenty-four (24), two thousand twenty-three (2023). ----------

Notary Public

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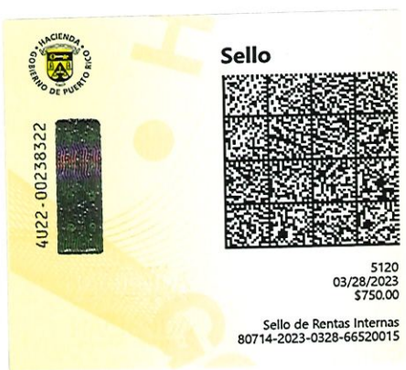



DEPARTAMENTO *de* JUSTICIA
ESTADO LIBRE ASOCIADO DE PUERTO RICO

CERTIFICACIÓN DEL NOTARIO QUE PRESENTA DOCUMENTO EN EL REGISTRO DE LA PROPIEDAD INMOBILIARIA DE PUERTO RICO POR LA VÍA TELEMÁTICA

CERTIFICO: Que la copia en formato PDF de la Escritura Núm. Dos (2) sobre "Purchase and Sale", autorizada por mí en San Juan, Puerto Rico, el veinticuatro (24) de marzo de dos mil veintitrés (2023), que se está presentando en esta fecha en el Registro de la Propiedad, es una copia fiel y exacta de la copia certificada de dicha escritura.

En San Juan, Puerto Rico, hoy veintiocho (28) de marzo de dos mil veintitrés (2023).

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Notario

---I HEREBY CERTIFY, that the first certified copy of the present deed was issued in favor of Buyer, at the same date and place of the execution thereof. I ATTEST. ----------

NOTARY

----------**DEED NUMBER FORTY-THREE (43)** ----------

----------**PURCHASE AND SALE** ----------

---In San Juan, Puerto Rico, on December nineteen (19), two thousand twenty-three (2023). ----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with residence and offices in San Juan, Puerto Rico.----------

----------**APPEAR**----------

---AS THE PARTY OF THE FIRST PART: **BRIAN LEE KING APPLEGATE**, of legal age, single, property owner and resident of Jacksonville, Florida, United States of America (hereinafter, "Seller") ---

---AS THE PARTY OF THE THIRD PART: **CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "Buyer"), a limited liability company organized, existing and in good standing under the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, GLADYS OMAYRA FONTÁNEZ REYES, who is of legal age, single, attorney at law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this Deed arises from a Certificate of Resolution of Buyer signed by Eileen Sawyer, as Manager of Buyer, on December fifteen (15), two thousand twenty-three (2023), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engines of the Department of State and the Office of Information Technology Services of the State of New York. I further certify that I have examined the aforesaid Certificate of Resolution of Buyer and that it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law, to authorize Ms. Fontánez Reyes to appear herein on behalf of Buyer. ----------

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---I hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective age, civil status, occupation and residence. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily,----------

----------**STATE AND AGREE**----------

---**FIRST:** Seller is the sole owner in fee simple title ("*pleno dominio*") and has the possession of the parcel of land described in the Spanish language as follows (hereinafter, the "Property"):----------

---"**RÚSTICA:** Parcela número ochenta y cinco (85) radicada en el Barrio Boquer6n, del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas y en lindes: por el **NORTE,** con las parcelas número sesenta y seis (66), número sesenta y siete (67) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el **SUR,** con terrenos del Señor José Fas; por el **ESTE,** con la parcela número ochenta y seis (86) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el **OESTE,** con la parcela número ochenta y cuatro (84) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela." ----------

---The Property is recorded at page 199 of volume 508 of Cabo Rojo, property number 18,725, Section of San Germán of the Registry of Property of Puerto Rico (the "Registry"). ----------

---The tax identification number ("*número de catastro*") assigned to the Master Property by the Municipal Revenues Collection Center ("CRIM") is 402-000-004-69-000.----------

----------**LIENS AND ENCUMBRANCES** ----------

---By its origin, the Property is free of liens and encumbrances. ----------

---By itself, the Property is subject to:----------

----(A) Restrictive covenants of edification and use for a term of twenty (20) years, constituted pursuant to Deed Number Five (5), executed in Mayagüez, Puerto Rico, on February eight (8), nineteen ninety-one (1991) before Notary Juan Agustín Rivero, rectified by Deed Number

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Sixteen (16), executed in Mayagüez, Puerto Rico, on May twenty-two (22), nineteen ninety-one (1991) before the aforementioned Notary, recorded at the margin of page 200 of volume 508 of Cabo Rojo, third (3rd) inscription. ----------

---**SECOND:** On December twenty (20), two thousand twenty-two (2022), Seller granted to Buyer's affiliate, PR Investco LLC ("PR Investco"), an option to purchase the Property, pursuant to Deed Number Thirty-Three (33), of Option to Purchase Real Estate, executed in San Juan, Puerto Rico, before Notary María del Rosario Pujol Thompson (hereinafter, the "Deed of Option"). The parties hereto acknowledge and agree that PR Investco has assigned to Buyer all of its rights and obligations under the Deed of Option, and that Buyer is the permitted assignee and successor of PR Investco thereunder. ----------

----------**PURCHASE AND SALE**----------

---**THIRD:** In accordance with the Deed of Option, Seller hereby sells, conveys and transfers fee simple title ("*pleno dominio*") to the Property and the possession thereof to Buyer, and Buyer hereby purchases from Seller fee simple title ("*pleno dominio*") to the Property and the possession thereof, in accordance with the following ----------

----------**TERMS AND CONDITIONS**----------

-----One: The purchase price of the Property is the lump sum of **SIX HUNDRED THIRTY THOUSAND DOLLARS ($630,000)** (hereinafter the "Purchase Price"). ----------

-----Two: The Purchase Price is payable as follows: ----------

------(A) The sum of THIRTY-ONE THOUSAND FIVE HUNDRED DOLLARS ($31,500) was paid by Buyer to Seller simultaneously with the execution of the Deed of Option, which amount has been credited in its entirety to the Purchase Price. ----------

------(B) Concurrently with the execution of this Deed, Buyer has delivered to Seller the sum of FIVE HUNDRED NINETY-EIGHT

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THOUSAND FIVE HUNDRED DOLLARS ($598,500). Said sum has been paid by Buyer to Seller by certified or manager's check to the order of Seller and Seller hereby acknowledges receipt thereof in form and substance acceptable to Buyer. ----------

-----Three: Buyer shall be entitled to the immediate possession of the Property, without any additional formality, document or request. ---------

-----Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of Seller and, thereafter, for the account of Buyer.----------

-----Five: Seller hereby delivers to Buyer fee simple title to the Property, vacant, and free and clear of all liens, encumbrances or defects. ----------

-----Six: Buyer specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) Seller hereby sells and Buyer hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from Seller or any of Seller's agents, employees, members, representatives, attorneys or brokers (each such party, a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by Seller to Buyer (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof, its facilities, soils, geology, and groundwater; (b) the dimensions, area, and size of the Property; (c) the development or income potential, or rights of or relating to the Property or the adequacy of the Property for any particular purpose, (d) the zoning or other legal status of the Property or any other public or private restrictions on the use of

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the Property, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of Buyer or any other person to obtain any necessary governmental approvals, licenses, or permits for Buyer's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters regarding the operation of the Property. Buyer further acknowledges and agrees that Seller is under no duty to make any inquiry regarding any matter that may or may not be known to Seller or any Seller Affiliate. Upon execution of this public deed, Buyer shall assume the risk of adverse matters relating to adverse investigations, and Buyer, upon execution of this public deed, shall be deemed to have waived, relinquished and released Seller and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which Buyer might have asserted or alleged or may assert or allege in the future against Seller or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution of this deed. ----------

-----Seven: Seller represents and warrants to Buyer that, to the best of Seller's knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that, to the best of Seller's knowledge, the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----Eight: The notarial fees, stamps on the original, stamps on the first

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certified copy, filing and recording rights of this Deed at the Registry will be paid by Buyer.----------

-----Nine: This Deed will be interpreted and governed in accordance with the laws of the Commonwealth of Puerto Rico. The appearing parties submit themselves to the exclusive jurisdiction of the Court of First Instance of the Commonwealth of Puerto Rico in the event of any litigation arising out of this Deed.----------

-----Ten: All notices to the parties pursuant to this Deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

----TO SELLER:----------

------BRIAN LEE KING APPLEGATE ----------
------10657 Plum Hollow Dr. ----------
------Jacksonville, FL 32222-1360 ----------
------Electronic Mail: kingtime4u@gmail.com----------

----TO BUYER:----------

------CABO ROJO LAND ACQUISITION LLC----------
------733 Third Avenue ----------
------New York, NY 10017----------
------Attention: Eileen Sawyer ----------
------Electronic Mail: roberto.ruiz@ccgc.com.do----------

-----Eleven: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

-----Twelve: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the remaining provisions of this Deed will continue in full force and effect.----------

-----Thirteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver such documents or instruments, public or private, which may be necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly

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recorded in the Registry, including, without limitation, any correction deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of Buyer, except that each party shall bear the fees of their respective counsel.----------

---**FOURTH:** Non-Resident Withholding. The authorizing Notary advises the parties that Section 1062.08 (g) of the Puerto Rico Internal Revenue Code of 2011, as amended (the "Tax Code"), 13 L.P.R.A. § 30278, requires the buyer of real property to withhold an amount equivalent to fifteen percent (15%) of the purchase price, to any United States citizen not residing in Puerto Rico during the tax year on which the sale transaction is consummated. For purposes of the relevant provisions of the Tax Code, "purchase price" means the total payment(s) made by the buyer under the purchase deed, reduced by: ----------

-----(a) the price for which seller acquired the property, as reflected in the corresponding public deed or private acquisition instrument. ----------

-----(b) the notarial tariff, internal revenue stamps and recordation fees paid by seller in connection with the cancellation of mortgages over the property; and ----------

-----(c) the commission paid by seller to the real estate agent in connection with the sale of the property.----------

---The Tax Code does not allow for any deduction in addition to the above items. Buyer is hereby advised by the Notary that if the non-resident withholding is not made as required by the Tax Code, Buyer will be liable before the Secretary of the Treasury for the payment of all amounts that should have been withheld. ----------

---**FIFTH**: The Notary advises Buyer as to the importance of filing the corresponding property change of ownership application before the CRIM, and to obtain, prior to the execution of this deed, a certification indicating whether any sums related to property taxes are owed by Seller.

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Pursuant to applicable law, Buyer is responsible for filing at the CRIM the corresponding application for property tax exemption and /or change of ownership, within thirty (30) days from the date of execution hereof. Buyer hereby declares that it is fully aware of the aforementioned obligations and releases the undersigned Notary from this responsibility.

----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ---

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstract was prepared by Capital Title Services Inc. and is dated December eighteen (18), two thousand twenty-three (2023); ----------

-----(c) that after the date of such title abstract and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry as of the date of the title abstract.----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification; ----------

-----(e) of the right of the Buyer to obtain a title insurance policy that

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guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.;----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property;----------

-----(h) of the importance of recording a copy of this deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this deed is not recorded at the Registry;----------

-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property;----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations;----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its contents.----------

-----(l) of the need and consequences to the Seller of filing the *Planilla Informativa Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles* with the Puerto Rico Treasury Department; and----------

-----(m) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et seq.*, is of application. The foregoing statute, and the regulations

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promulgated thereunder, impose on the Seller, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the Seller and their agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed.----------

----------**READING, ACCEPTANCE AND EXECUTION** ----------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their initials on each page thereof.----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

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---I HEREBY CERTIFY, that the first certified copy of the present deed was issued in favor of Buyer, at the same date and place of the execution thereof. I ATTEST. ----------

NOTARY

----------**DEED NUMBER THIRTY-ONE (31)** ----------

----------**PURCHASE AND SALE** ----------

---In San Juan, Puerto Rico, on September twenty-nine (29), two thousand twenty-three (2023).----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with residence and offices in San Juan, Puerto Rico.----------

----------**APPEAR**----------

---**AS PARTY OF THE FIRST PART: CAPSTONE DEVELOPMENT CORP.** (hereinafter, "Seller"), a corporation organized, existing and in good standing under the laws of the Commonwealth of Puerto Rico, represented herein by its authorized officer SONIA MARÍA MONROIG GARCÍA, of legal age, single, business executive and resident of San Juan, whose authority to represent Seller in this Deed arises from a Certificate of Corporate Resolution of Seller, executed in Humacao, Puerto Rico on September twenty-five (25), two thousand twenty-three (2023), under affidavit eight thousand five hundred nineteen (8,519) of Notary Maximino Maldonado Medina. I hereby certify that I have examined the aforesaid Certificate of Resolution and that it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law, to authorize Mrs. Monroig to appear herein on behalf of Seller. ----------

---**AS THE PARTY OF THE SECOND PART: CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, GLADYS OMAYRA FONTÁNEZ REYES, who is of legal age, single, attorney at law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this Deed arises from a Certificate of Resolution of Buyer signed by Eileen Sawyer, as

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Manager of Buyer, on September twenty-one (21), two thousand twenty-three (2023), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engines of the Department of State and the Office of Information Technology Services of the State of New York. I further certify that I have examined the aforesaid Certificate of Resolution of Buyer and that it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law, to authorize Ms. Fontánez Reyes to appear herein on behalf of Buyer.----------

---I hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective age, civil status, occupation and residence. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily,----------

----------**STATE AND AGREE**----------

---**FIRST:** Seller is the sole owner in fee simple title ("*pleno dominio*") and have the possession of the parcels of land described in the Spanish language as follows (hereinafter, sometimes jointly referred to as, the "Property"):----------

----------PROPERTY A----------

---"***RUSTICA:*** *Parcela número sesenta y ocho (68), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de veinte mil setecientos catorce punto nueve mil trescientos quince (20,714.9315) metros cuadrados, equivalentes a cinco punto dos mil setecientos cuatro (5.2704) cuerdas. En lindes: por el NORTE, con camino a dedicarse a uso público y la parcela número setenta y uno (71); por el SUR, con la parcela número ochenta y cuatro (84); por el ESTE, con las parcelas número setenta y uno (71), setenta y tres (73) y sesenta y cinco (65); y por el OESTE, con camino a dedicarse a uso público.*" ----------

---Property A is identified in the Registry of Property of Puerto Rico (the "Registry") as property number 18,714, recorded at page 133 of volume 508 of Cabo Rojo, San Germán section of the Registry.----------

---The tax identification number ("*número de catastro*") assigned to

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Property A by the Municipal Revenues Collection Center ("CRIM") is 402-017-327-06-000.----------

----------PROPERTY B ----------

---"***RÚSTICA:*** *Parcela Número Ochenta y Cuatro (84), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de diecinueve mil seiscientos noventa y uno punto nueve mil novecientos setenta y tres (19,691.9973) metros cuadrados, equivalentes a cinco punto cero ciento dos (5.0102) cuerdas. En lindes: por el NORTE, con la parcela número sesenta y ocho (68); por el SUR, con camino a dedicarse a uso público; por el ESTE, con la parcela número sesenta y cinco (65); y por el OESTE, con camino a dedicarse a uso público.*" ----------

---Property B is identified in the Registry as property number 18,724, recorded at page 193 of volume 508 of Cabo Rojo, San Germán section of the Registry. ----------

---The tax identification number ("*número de catastro*") assigned to Property B by the CRIM is 402-017-327-07-000. ----------

----------**TITLE** ----------

---Property A and Property B were acquired by Seller pursuant to Deed Number Three (3), executed in Cabo Rojo, Puerto Rico, on January thirty (30), two thousand eight (2008), before Notary Osvaldo Ortiz Medina, rectified by Deed Number Fifteen (15), executed in Cabo Rojo, Puerto Rico, on May twenty-seven (27), two thousand nine (2009) before the same Notary, recorded at page 56 of volume 864 of Cabo Rojo, as to Property A, and at page 86 of volume 864 of Cabo Rojo, as to Property B, seventh (7th) inscription in both properties. ----------

----------**LIENS AND ENCUMBRANCES** ----------

---By their origin, Property A and Property B are free and clear of liens and encumbrances. ----------

---By itself, Property A is subject to: ----------

----(A) Mortgage securing a promissory note, in favor of its Bearer, in the principal sum of Thirty-Two Thousand Five Hundred Dollars ($32,500.00), with interest at the rate of ten percent (10%) per annum, due upon demand, constituted as per Deed Number One Hundred Twelve (112), executed in Mayagüez, Puerto Rico, on March twenty-three (23),

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two thousand twelve (2012), before Notary Javier B. Sepúlveda Rivera, recorded at page 56 of volume 864 of Cabo Rojo, ninth (9th) inscription. The aforementioned mortgage note and mortgage were cancelled pursuant to Deed Number twenty-nine (29), of Cancellation of Mortgage, executed in San Juan, Puerto Rico on September twenty-nine (29), two thousand twenty-three (2023) before the undersigned Notary, which will be filed at the Registry concurrently with the presentation of this Deed. ----By itself, Property B is subject to: ----------

----(A) Mortgage securing a promissory note, in favor of its Bearer, in the principal sum of Thirty-Two Thousand Five Hundred Dollars ($32,500.00), with interest at the rate of ten percent (10%) per annum, due upon demand, constituted as per Deed Number One Hundred Thirteen (113), executed in Mayagüez, Puerto Rico, on March twenty-three (23), two thousand twelve (2012), before Notary Javier B. Sepúlveda Rivera, recorded at page 86 of volume 864 of Cabo Rojo, ninth (9th) inscription. The aforementioned mortgage note and mortgage were cancelled pursuant to Deed Number thirty (30), of Cancellation of Mortgage, executed in San Juan, Puerto Rico on September twenty-nine (29), two thousand twenty-three (2023) before the undersigned Notary, which will be filed at the Registry concurrently with the presentation of this Deed. ----------

---**SECOND:** On February three (3), two thousand twenty-three (2023), Seller granted to Buyer's affiliate, PR INVESTCO LLC ("PR Investco"), an option to purchase the Property, pursuant to a Real Estate Purchase Agreement executed on such date (hereinafter, the "Purchase Agreement"). The parties hereto acknowledge and agree that PR Investco has assigned to Buyer all of its rights, duties and obligations under the Purchase Agreement, pursuant to the terms of an *Assignment and Assumption of Rights under Option Agreement* executed on even date herewith, and that Buyer is the permitted assignee and successor of PR Investco thereunder. ----------

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----------**PURCHASE AND SALE**----------

---**THIRD:** In accordance with the Purchase Agreement, Seller hereby sells, conveys and transfers fee simple title ("*pleno dominio*") to the Property and the possession thereof to Buyer, and Buyer hereby purchases from Seller fee simple title ("*pleno dominio*") to the Property and the possession thereof, in accordance with the following ----------

----------**TERMS AND CONDITIONS**----------

-----One: The purchase price of the Property is the lump sum of **TWO MILLION SIX HUNDRED THOUSAND DOLLARS ($2,600,000)** (hereinafter the "Purchase Price"). The Purchase Price is not subject or conditioned to an appraisal report or survey, and Seller shall have no obligation to adjust or reduce the Purchase Price as a result of any appraisal report(s) or survey(s) obtained by Buyer or anybody else. Of the Purchase Price, (i) the sum of ONE MILLION THREE HUNDRED THOUSAND DOLLARS ($1,300,000) corresponds to Property A; and (ii) the sum of ONE MILLION THREE HUNDRED THOUSAND DOLLARS ($1,300,000) corresponds to Property B. ----------

-----Two: The Purchase Price has been paid as follows: ----------

----------A. The sum of TWO HUNDRED SIXTY THOUSAND DOLLARS ($260,000) was paid by Buyer to Seller concurrently with the execution of the Purchase Agreement, which amount is being applied in its entirety to the Purchase Price.----------

----------B. The sum of TWO MILLION THREE HUNDRED FORTY THOUSAND DOLLARS ($2,340,000) has been paid by Buyer to Seller concurrently with the execution hereof, and Seller hereby acknowledges receipt thereof. ----------

-----Three: Buyer shall be entitled to the immediate possession of the Property, without any additional formality, document or request. ---------

-----Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for

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the account of Seller and, thereafter, for the account of Buyer.----------

-----Five: Seller hereby delivers to Buyer fee simple title to the Property, vacant, and free and clear of all liens, encumbrances or defects. ----------

-----Six: Buyer specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) Seller hereby sells and Buyer hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from Seller or any of Seller's agents, employees, members, representatives, attorneys or brokers (each such party, a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by Seller to Buyer (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof, its facilities, soils, geology, and groundwater; (b) the dimensions, area, and size of the Property; (c) the development or income potential, or rights of or relating to the Property or the adequacy of the Property for any particular purpose, (d) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of Buyer or any other person to obtain any necessary governmental approvals, licenses, or permits for Buyer's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses,

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revenue or expense projections or other financial matters regarding the operation of the Property. Buyer further acknowledges and agrees that Seller is under no duty to make any inquiry regarding any matter that may or may not be known to Seller or any Seller Affiliate. Upon execution of this public deed, Buyer shall assume the risk of adverse matters relating to adverse investigations, and Buyer, upon execution of this public deed, shall be deemed to have waived, relinquished and released Seller and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which Buyer might have asserted or alleged or may assert or allege in the future against Seller or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution of this deed. ----------

-----Seven: Seller represents and warrants to Buyer that, to the best of Seller's knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that, to the best of Seller's knowledge, the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----Eight: The notarial fees, stamps on the original, stamps on the first certified copy, filing and recording rights of this Deed at the Registry will be paid by Buyer.----------

-----Nine: This Deed will be interpreted and governed in accordance with the laws of the Commonwealth of Puerto Rico. The appearing parties submit themselves to the exclusive jurisdiction of the San Juan part of the Court of First Instance of Puerto Rico in the event of any litigation arising out of this Deed.----------

-----Ten: All notices to the parties pursuant to this Deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

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----TO SELLER:----------

------CAPSTONE DEVELOPMENT, CORP.----------
------1717 Avenida Ponce de León----------
------Apt. 1605 ----------
------Plaza Inmaculada 2----------
------San Juan, Puerto Rico 00912 ----------
------Attention: Federico L. Carlo Díaz----------
------Electronic Mail: federicocarlo68@gmail.com ----------

----TO BUYER:----------

------CABO ROJO LAND ACQUISITION LLC----------
------733 Third Avenue ----------
------New York, NY 10017----------
------Attention: Eileen Sawyer ----------
------Electronic Mail: roberto.ruiz@ccgc.com.do----------

-----Eleven: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

-----Twelve: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the remaining provisions of this Deed will continue in full force and effect.----------

-----Thirteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver such documents or instruments, public or private, which may be necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any correction deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of Buyer, except that each party shall bear the fees of their respective counsel.----------

---**THIRD:** The Notary advises Buyer as to the importance of filing the corresponding property tax exemption and/or change of ownership Application before the CRIM, and to obtain, prior to the execution of this deed, a certification indicating whether any sums related to property taxes are owed by Seller. Pursuant to applicable law, Buyer is responsible

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for filing at the CRIM the corresponding application for property tax exemption and /or change of ownership, within thirty (30) days from the date of execution hereof. Buyer hereby declares that it is fully aware of the aforementioned obligations and releases the undersigned Notary from this responsibility.----------

----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ---

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to title abstracts prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstracts were prepared by Capital Title Services Inc., and are dated as of August thirty-one (31), two thousand twenty-three (2023);----------

-----(c) that after the date of such title abstracts and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. Title abstracts are not title insurance and reflect only the state of the Property at the Registry as of the date thereof.----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification; ----------

-----(e) of the right of the Buyer to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event

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that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.;----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property;----------

-----(h) of the importance of recording a copy of this deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this deed is not recorded at the Registry;----------

-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property;----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations;----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its contents.----------

-----(l) of the need and consequences to the Seller of filing the *Planillas Informativas Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles* with the Puerto Rico Treasury Department; and----------

-----(m) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et seq.*, is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Seller, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of

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its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the seller and its agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed.----------

----------**READING, ACCEPTANCE AND EXECUTION** ----------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their initials on each page thereof.----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

6.J.F.K

MORELL · CARTAGENA · DAPENA

JORGE ANTONIO MORALES CORDERO

Plaza 273 Suite 700
273 Ponce de León
San Juan, PR 00917-1934
787-723-1233; 787-729-1974
jorge.morales@mbcdlaw.com

CERTIFIED COPY OF DEED NUMBER TEN (10)

PURCHASE AND SALE

EXECUTED IN SAN JUAN, PUERTO RICO
ON JULY 21, 2023

BEFORE:

JORGE ANTONIO MORALES CORDERO

BY:

CD GROUP

("SELLER");

CABO ROJO LAND ACQUISITION LLC

("BUYER")

AND

JOSÉ ENRIQUE PÉREZ CRUZ

("BROKER")

----------**DEED NUMBER TEN (10)**----------

----------**PURCHASE AND SALE**----------

---In San Juan, Commonwealth of Puerto Rico, on July twenty-one (21), two thousand twenty-three (2023). ----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with offices and residence in San Juan, Puerto Rico.----------

----------**APPEAR**----------

---AS THE PARTY OF THE FIRST PART: **CD GROUP** (hereinafter referred to as "SELLER"), a private trust organized and existing in accordance with the laws of Puerto Rico, created as per deed number seventeen (17), executed on April twenty seven (27), two thousand nine (2009), before Notary Mario José García Incera (the "Deed of Trust"), represented herein by its trustees, OSCAR FRANCISCO CORDERO RODRÍGUEZ, of legal age, married to Myrna Maldonado Pérez, property owner and resident of Mayagüez, Puerto Rico; and GLORIA ENID SAAVEDRA SERRANO, of legal age, married to Luis Alberto Cruz Jiménez, property owner and resident of Quebradillas, Puerto Rico, who are authorized to execute this deed pursuant to the Deed of Trust. I, the Notary, hereby certify that I have read the Deed of Trust and that, in my opinion, it grants the aforesaid trustees sufficient legal power and authority to execute this Deed on behalf of SELLER. ----------

---AS THE PARTY OF THE SECOND PART: **CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "BUYER"), a limited liability company organized, existing and in good standing in accordance with the laws of Puerto Rico, represented herein by its Authorized Representative, Gladys Omayra Fontánez Reyes, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, and whose authority to represent BUYER in this Deed arises from the Certificate of

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Resolution of BUYER, signed by Eileen Sawyer, as Manager of BUYER, on July twenty (20), two thousand twenty-three (2023), in New York, New York, before Notary Public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of Notary Public Eric Orenstein through the search engine of the Department of State of the State of New York. I further certify that I have examined the original of the aforesaid Certificate of Resolution of Cabo Rojo Land Acquisition LLC, and that, in my opinion, it is adequate and sufficient, and complies with all legal requirements needed to authorize Ms. Fontánez Reyes to appear herein on behalf of BUYER.----

---AS THE PARTY OF THE THIRD PART: **JOSÉ ENRIQUE PÉREZ CRUZ** (hereinafter, the "BROKER"), who is of legal age, married, real estate broker and resident of Bayamón, Puerto Rico. ----------

---I, the Notary Public, do hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this Deed, and they freely and voluntarily ----------

----------**STATE AND AGREE**----------

---**FIRST:** SELLER is the owner in fee simple title ("*pleno dominio*") and has the possession of the parcel of land described in the Spanish language as follows (hereinafter the "Property"), as reflected in the books of the Registry of Property of Puerto Rico (the "Registry"):----------

---**"RUSTICA:** Parcela denominada ciento cinco (105). Parcela de terreno sita en el Barrio Boquerón, Sector El Combate, Carretera trescientos uno (301), kilómetro siete punto cuatro (7.4) interior, del término municipal de Cabo Rojo, Puerto Rico. Ubica en el Proyecto Bahía Bonita. El número de la finca principal de la cual se segrega esta parcela es el cincuenta y cinco guión cuatrocientos dos guión cero cero cero guión cero dos guión novecientos uno (55-402-000-02-901). Tiene una cabida superficial de diecinueve mil seiscientos cincuenta y tres punto cincuenta (19,653.50) metros cuadrados, equivalentes a cinco (5.00) cuerdas. En linderos: NORTE, en sesenta y cuatro punto cero cero uno (64.001) metros lineales, con la zona marítima terrestre de la Bahía de Boquerón; SUR, en dos (2) alineaciones que totalizan cuarenta y cinco punto setecientos seis (45.706) metros lineales y treinta y ocho (38) metros lineales, con la servidumbre de paso que sirve al solar y en siete

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punto cincuenta (7.50) metros lineales, con la parcela número sesenta y dos (62) del Proyecto Bahía Bonita; ESTE, en dos (2) alineaciones que totalizan trescientos diecisiete punto quinientos setenta y siete (317.577) metros lineales, con terrenos de la Sucesión Ramírez de Arellano; y OESTE, en trescientos siete punto novecientos (307.900) metros lineales, con la parcela número ciento seis (106) del Proyecto Bahía Bonita. SERVIDUMBRE: en la esquina de la Parcela ciento cinco (105) en la cual convergen las colindancias Sur y Oeste ubica una servidumbre de paso que tiene una cabida superficial de doscientos ochenta y ocho punto noventa (288.90) metros cuadrados y sus colindancias son: Norte, en veintiocho punto doscientos seis (28.206) metros lineales, con los terrenos de la Parcela ciento cinco (105) del Proyecto Bahía Bonita; por el Sur, en treinta y ocho punto trescientos cuarenta y uno (38.341) metros lineales, con la Parcela número sesenta y dos (62) del Proyecto Bahía Bonita; por el Este, en siete punto cincuenta (7.50) metros lineales, con terrenos de la Parcela número ciento cinco (105) del Proyecto Bahía Bonita; por el Oeste, en siete punto quinientos uno (7.501) metros lineales, con terrenos de la Parcela número ciento seis (106) del Proyecto Bahía Bonita."----------

---The Property is recorded at the overleaf of page 115 of volume 836 of Cabo Rojo, San Germán Section of the Registry, property number 18,839 of Cabo Rojo, and its aforesaid legal description is as clarified by deed number one hundred seven (107), executed on August twenty-five (25), two thousand sixteen (2016), before Notary Luis Roberto Santos, recorded at page 115 of volume 856 of Cabo Rojo, fifth (5th) inscription.

---SELLER and BUYER acknowledge and agree that the area of the Property, net of the area of the right of way (*servidumbre*) included in the legal description of the Property, is nineteen thousand three hundred sixty four point sixty (19,364.60) square meters, equivalent to four point nine thousand two hundred sixty nine (4.9269) "cuerdas".----------

---The Property was acquired by SELLER through deed number sixteen (16), executed on June seventeen (17), two thousand ten (2010), before Notary Miguel A. Román Villanueva, recorded at the overleaf of page 115 of volume 836 of Cabo Rojo, sixth (6th) inscription.----------

---The Property is vacant and free of liens and/or encumbrances, except only (i) the right of way easement (*servidumbre*) included in the legal description of the Property; and (ii) any other right of ways which may appear in the books of the Registry as of the date of execution of this Deed (hereinafter, jointly, the "Rights of Way").----------

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--- The tax identification number ("*número de catastro*") assigned by the Municipal Revenues Collection Center ("CRIM") to the Property is 379-089-327-75-000. ----------

---**SECOND:** On July twenty-three (23), two thousand twenty-two (2022), SELLER granted to BUYER's affiliate, PR INVESTCO LLC ("PR Investco") an option to purchase the Property, pursuant to Deed Number Two (2) of Option to Purchase Real Estate, executed in San Juan, Puerto Rico on the aforesaid date before Notary Francisco Pujol Meneses (hereinafter, the "Deed of Option"). The parties hereto acknowledge and agree that PR Investco has assigned to BUYER all of its rights and obligations under the Deed of Option, and that BUYER is the permitted assignee and successor of PR Investco thereunder. ----------

----------**PURCHASE AND SALE**----------

---**THIRD:** Pursuant to the Deed of Option, SELLER hereby sells, conveys and transfers fee simple title ("*pleno dominio*") to the Property and the possession thereof to BUYER, and BUYER hereby purchases from SELLER fee simple title to the Property and the possession thereof, vacant and free of liens and encumbrances, subject only to the Rights of Way, in accordance with the following----------

----------**TERMS AND CONDITIONS**----------

-----One: The purchase price of the Property is the lump sum of ONE MILLION DOLLARS ($1,000,000) (hereinafter, the "Purchase Price"). The Purchase Price is not subject or conditioned to an appraisal report, and SELLER shall have no obligation to adjust or reduce the Purchase Price as a result of any appraisal report(s) obtained by BUYER or anybody else. ----------

-----Two: The Purchase Price is payable as follows: ----------

----------A. The sum of ONE HUNDRED THOUSAND DOLLARS ($100,000) was paid by BUYER to SELLER simultaneously with the execution of the Deed of Option, which amount is being applied in full

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to the Purchase Price. ----------

----------B. The sum of NINE HUNDRED THOUSAND DOLLARS ($900,000) has been paid by BUYER to SELLER simultaneously with the execution of this Deed, and SELLER hereby acknowledges receipt thereof in form and substance acceptable to BUYER. ----------

-----Three: This Deed entitles BUYER to the immediate possession of the Property, without any additional formality, document or request. -----

-----Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of SELLER and, thereafter, for the account of BUYER.------

-----Five: SELLER hereby delivers to BUYER fee simple title to the Property, vacant, and free and clear of liens, encumbrances or defects, "as is, where is", subject only to the Rights of Way. ----------

-----Six: BUYER specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) SELLER hereby sells and BUYER hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) BUYER is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from SELLER or any of SELLER's agents employees, members, representatives, attorneys or brokers (each such party a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by SELLER to BUYER (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof (including, without limitation, structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities, electrical, mechanical HVAC, plumbing,

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sewage, and utility systems, facilities, and appliances, soils, geology, and groundwater); (b) the dimensions, area, and lot size of the Property and the square footage of the buildings or improvements located thereon, if any, or of any tenant space therein; (c) the development or income potential, or rights of or relating to, the Property or the Property's use, habitability, merchantability, or fitness, or the suitability, value, or adequacy of the Property for any particular purpose, (d) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of BUYER or any other person to obtain any necessary governmental approvals, licenses, or permits for BUYER's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters regarding the operation of the Property. BUYER expressly acknowledges and agrees that BUYER is not relying on any representation or warranty of SELLER or any Seller Affiliate, whether implied, presumed or expressly provided at law or otherwise, arising by virtue of any statute, common law, or other legally binding right or remedy in favor of BUYER. BUYER further acknowledges and agrees that SELLER is under no duty to make any inquiry regarding any matter that may or may not be known to SELLER or any Seller Affiliate. Upon execution of this Deed, BUYER shall assume the risk of adverse matters relating to adverse investigations, and BUYER, upon execution of this Deed, shall be deemed to have waived, relinquished and released SELLER and all Seller Affiliates from and against any and all claims, of

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any and every kind or character (including attorneys' fees), known or unknown, which BUYER might have asserted or alleged or may assert or allege in the future against SELLER or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property.----------

-----Seven: The notarial fees, stamps on the original, stamps on the first certified copy and the recording rights of this Deed at the Registry will be paid by BUYER. ----------

-----Eight: This Deed will be interpreted in accordance with the laws of Puerto Rico and governed by them. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of the Commonwealth of Puerto Rico in the event of any litigation pursuant to this Deed. ----------

-----Nine: All notices to the parties pursuant to this Deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

------TO SELLER: ----------
------CD GROUP ----------
------PO Box 1731 ----------
------Cabo Rojo, PR 00623 ----------
------Electronic Mail: erik.domenech@gmail.com ----------

------TO BUYER:----------
------CABO ROJO LAND ACQUISTION LLC----------
------733 Third Avenue ----------
------New York, NY 1001 ----------
------Attention: Eileen Sawyer----------
------Electronic Mail: roberto.ruiz@ccgc.com.do----------

------TO THE BROKER: ----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920 ----------
------Attention: José Enrique Pérez Cruz----------
------Electronic Mail: passportre@gmail.com----------

-----Ten: SELLER represents and warrants to BUYER that, to the best of SELLER's knowledge, there are no toxic, dangerous, contaminated or

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contaminating substances in the Property, and that the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances. EXCEPT FOR THE FOREGOING REPRESENTATION, BUYER ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER BY SELLER OR ANY AGENT, OFFICER, EMPLOYEE OR REPRESENTATIVE THEREOF REGARDING THE PROPERTY. BUYER HEREBY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS SALE IS MADE WITHOUT REPRESENTATION, COVENANT OR WARRANTY OF ANY KIND (WHETHER EXPRESS, IMPLIED OR STATUTORY) BY SELLER. ----------



-----Eleven: The appearing parties acknowledge that the BROKER, José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy-eight (10,478), alone or in association with other brokers, has acted as real estate broker in the present transaction. The fees to Mr. Pérez Cruz and his associates, if any, for said service are the responsibility of BUYER and have been paid by BUYER to BROKER simultaneously with the execution of this Deed. Said fees amount to FIFTY THOUSAND DOLLARS ($50,000), equivalent to five per cent (5%) of the Purchase Price, and BROKER hereby acknowledges receipt thereof in form and substance acceptable to BROKER. ----------

-----Twelve: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

-----Thirteen: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the rest of this Deed will continue in full force and effect.

-----Fourteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver whichever documents or instruments, public or private, necessary and/or

required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any Rectification Deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of BUYER, except that each party shall bear the fees of their respective counsel.----------

---**THIRD:** The Notary advises BUYER as to the importance of filing the corresponding Change of Ownership Application at the CRIM, and to obtain before the execution of this Deed, a certification indicating whether any sums related to property taxes are owed in connection with the Property. Under applicable law, BUYER is responsible for filing at the CRIM within the next thirty (30) days the corresponding application for Change of Ownership. BUYER hereby declares that it is fully aware of the above-mentioned obligations and releases the subscribing Notary from this responsibility.----------

----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ----------

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstract was prepared by Capital Title Services Inc. and is dated July three (3), two thousand

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twenty-three (2023);----------

-----(c) that subsequent to the date of such title abstract and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry as of the date of the title abstract. ----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification; ----------

-----(e) the right of the BUYER to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, *et seq.*;----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property;----------

-----(h) of the importance of recording a copy of this Deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this Deed is not recorded at the Registry; ----------

-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property;----------

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-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations;----------

-----(k) that the appearing parties have the right to read this Deed either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its contents. ----------

-----(l) of the need and consequences to the SELLERS of filing the *Planilla Informativa Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles* with the Puerto Rico Treasury Department; and --------

-----(m) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et seq*., is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Seller, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the seller and its agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed. ----------

----------**READING, ACCEPTANCE AND EXECUTION** ---------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the

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execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their initials on each page thereof. ----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

---Signed, sealed, marked and flourished by the authorizing Notary, Jorge Antonio Morales Cordero. ----------

---Therein also appear the signature of the appearing parties and their initials on the margin of each page. The corresponding internal revenue stamps, legal assistant stamps and the notarial tax stamp are adhered thereon. ----------

---I, the Notary, CERTIFY that the foregoing is a true and exact copy of Deed Number Ten (10), which contains twelve (12) pages (folios), the original of which forms part of my protocol of public instruments for the year two thousand twenty-three (2023). ----------

---IN WITNESS WHEREOF, and to deliver to Cabo Rojo Land Acquisition LLC, I issue the first certified copy, which I sign, seal, mark and flourish in San Juan, Puerto Rico, on July twenty-one (21), two thousand twenty-three (2023). ----------

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NOTARY







DEPARTAMENTO *de* JUSTICIA

ESTADO LIBRE ASOCIADO DE PUERTO RICO

CERTIFICACIÓN DEL NOTARIO QUE PRESENTA DOCUMENTO EN EL REGISTRO DE LA PROPIEDAD INMOBILIARIA DE PUERTO RICO POR LA VÍA TELEMÁTICA

CERTIFICO: Que la copia en formato PDF de la Escritura Núm. Diez (10) sobre "Purchase and Sale", autorizada por mí en San Juan, Puerto Rico, el veintiuno (21) de julio de dos mil veintitrés (2023), que se está presentando en esta fecha en el Registro de la Propiedad, es una copia fiel y exacta de la copia certificada de dicha escritura.

En San Juan, Puerto Rico, hoy veintiséis (26) de julio de dos mil veintitrés (2023).

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_____

Notario

CONTRATO DE PROMESA RECIPROCA DE COMPRAVENTA

En San Juan, Puerto Rico, a ( ) de mayo de dos mil veinticuatro (2024),

COMPARECEN:

DE LA PRIMERA PARTE: DAVID CARTAGENA GARCIA y MIRIAM PEREZ VALENTIN, ambos mayores de edad, propietarios, casados entre sí y vecinos de Cabo Rojo, Puerto Rico, quienes comparecen en sus respectivas capacidades personales y como representantes de la sociedad legal de bienes gananciales que tienen constituida según las leyes de Puerto Rico y quienes, junto con dicha sociedad legal de bienes gananciales, serán llamados los "VENDEDORES" o la "PARTE VENDEDORA" en adelante en el presente contrato;

DE LA SEGUNDA PARTE: CABO ROJO LAND ACQUISITION LLC (en adelante la "COMPRADORA" o la "PARTE COMPRADORA"), una sociedad de responsabilidad limitada organizada y existente al amparo de las leyes del Estado Libre Asociado de Puerto Rico, con el número de seguro social patronal 66-0920011, representada en este contrato por su Representante Autorizada, GLADYS OMAYRA FONTANEZ REYES, mayor de edad, soltera, abogada y vecina de San Juan, Puerto Rico, quien está debidamente autorizada para representar a la COMPRADORA en el presente contrato, según surge de "Certificate of Resolution of CABO ROJO LAND ACQUISITION LLC", firmado en Nueva York, Estados Unidos de América, por Eileen Sawyer, en su capacidad de gerente de CABO ROJO LAND ACQUISITION LLC, el dos (2) de mayo de dos mil veinticuatro (2024), ante el notario público de Nueva York Eric Orenstein.

DE LA TERCERA PARTE: API BIENES RAICES Y ASOC., INC. (en adelante la "CORREDORA DE LOS VENDEDORES"), una corporación organizada y existente al amparo de las leyes de Puerto Rico, con el número de seguro social patronal 66-0692191, representada en este contrato por su Representante Autorizado, ELVIN ENRIQUE IRIZARRY SANCHEZ, quien es mayor de edad, casado, vecino de Cabo Rojo, Puerto Rico y corredor de bienes raíces con licencia de Puerto Rico número 12917, quien está debidamente autorizado para representar a la CORREDORA DE LOS VENDEDORES en el presente contrato, según surge de "Certificación de Resolución Corporativa de API BIENES RAICES Y ASOC., INC.", suscrita por Elvin Enrique Irizarry Sánchez, en su carácter de Secretario de API BIENES RAICES Y ASOC., INC., el día veintisiete (27) de febrero de dos mil ocho (2008), según afidávit número ocho mil sesenta y ocho (8,068), ante la notaria pública Alice Marie Comas Pérez; y

DE LA CUARTA PARTE: JOSE ENRIQUE PEREZ CRUZ, también conocido como José E. Pérez (en adelante el "CORREDOR DE LA COMPRADORA"), quien es mayor de edad, casado, vecino de Bayamón, Puerto Rico y corredor de bienes raíces con licencia de Puerto Rico número 10478; y libre y voluntariamente

EXPONEN Y CONVIENEN:

PRIMERO: Los VENDEDORES son dueños en pleno y absoluto dominio y tienen la posesión quieta y pacífica de una parcela de terreno localizada el kilómetro 0, hectómetro 005 de la Carretera Puerto Rico 301, en Boquerón, Cabo Rojo, Puerto Rico, la cual tiene la siguiente descripción según el Registro de la Propiedad de Puerto Rico (el "Registro") y la cual será denominada el "INMUEBLE" en adelante en el presente contrato:

> "RUSTICA: Porción de terreno radicado en el Barrio Boquerón de Cabo Rojo, Puerto Rico, con una cabida de SEIS PUNTO MIL TRESCIENTAS TREINTA Y SIETE CUERDAS (6.1337 cdas.), equivalentes a veinticuatro mil ciento siete punto ocho mil novecientos veintiséis (24,107.8926) metros cuadrados. Colindante, por el NORTE, con terrenos de Enrique Carlo Aymat; por el SUR, con los solares cinco (5), seis (6) y un área para dedicarla a uso público; por el ESTE, con terrenos de Willie Zajic; y por el OESTE, con terrenos de Belford Torres."
>
> Es el remanente de la finca luego de deducidas varias segregaciones, según consta de la escritura número doscientos treinta y cinco (235), otorgada en Cabo Rojo, Puerto Rico, el veintisiete (27) de septiembre de dos mil seis (2006), ante el notario público Rafael Doitteau Cruz, inscrita al folio doscientos catorce (214) del tomo novecientos trece (913) de Cabo Rojo, finca número diecinueve mil trescientos cinco (19,305), inscripción segunda (2da.).

El INMUEBLE está inscrito en el Registro de la Propiedad de Puerto Rico, Sección de San Germán (en adelante el "Registro"), al folio doscientos setenta (270) del tomo quinientos diecinueve (519) de Cabo Rojo, finca número diecinueve mil trescientos cinco (19,305).

Los VENDEDORES adquirieron el INMUEBLE, a título de compraventa, mediante escritura número ochenta y siete (87), otorgada en Cabo Rojo, Puerto Rico, el veintisiete (27) de diciembre de dos mil veintitrés (2023), ante el notario público Ramón Guillermo Vélez Rivera, presentada y pendiente de inscripción al Asiento dos mil veinticuatro guión cero cero dos tres seis uno guión S G cero uno (2024-002361-SG01) del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

Según el Registro, el INMUEBLE, por sí, está libre de cargas y gravámenes.

Según el Registro, el INMUEBLE, por su procedencia, está sujeto a una servidumbre a favor de la Autoridad de Energía Eléctrica de Puerto Rico (el "Gravamen Permitido").

SEGUNDO: El número de catastro asignado por el Centro de Recaudación de Ingresos Municipales ("CRIM") al INMUEBLE es el cuatrocientos tres guión cero cero cero guión cero cero dos guión dieciséis guión cero cero cero (403-000-002-16-000).

TERCERO: Mediante el presente contrato y sin necesidad de documento, trámite o acto adicional alguno, los VENDEDORES se comprometen y obligan irrevocablemente a vender el INMUEBLE a la COMPRADORA y la COMPRADORA se compromete y obliga irrevocablemente a comprarle el INMUEBLE a los VENDEDORES, según los términos y condiciones del presente contrato.

CUARTO: La escritura de compraventa del INMUEBLE en virtud del presente contrato (la "ESCRITURA DE COMPRAVENTA") se otorgará ante un notario público escogido por la COMPRADORA, dentro de los trescientos sesenta (360) días calendario consecutivos inmediatamente siguientes a la fecha del otorgamiento del presente contrato.

QUINTO: El precio de compraventa del INMUEBLE ascenderá a la suma alzada ("lump sum") de NOVECIENTOS MIL DÓLARES ($900,000), pagadera de la siguiente forma, y el mismo no estará sujeto a condición o ajuste de clase alguna:

5.1. La suma de CUARENTA Y CINCO MIL DÓLARES ($45,000) ha sido entregada a los VENDEDORES por la COMPRADORA simultáneamente con el otorgamiento del presente contrato, como depósito de buena fe, y, por dicha suma, los VENDEDORES otorgan en este acto el más eficaz recibo y formal carta de pago a favor de la COMPRADORA. Si la ESCRITURA DE COMPRAVENTA no puede otorgarse por razones atribuibles a los VENDEDORES, dicha suma será devuelta por los VENDEDORES a la COMPRADORA, sin intereses. De igual forma, si la ESCRITURA DE COMPRAVENTA no puede otorgarse por razones atribuibles a la COMPRADORA, dicha suma será perdida por la COMPRADORA. Dicha suma de CUARENTA Y CINCO MIL DÓLARES ($45,000) será aplicable al precio de compraventa del INMUEBLE.

5.2. El resto del precio de compraventa, es decir, la suma de OCHOCIENTOS CINCUENTA Y CINCO MIL DÓLARES ($855,000), será pagado en su totalidad por la COMPRADORA a los VENDEDORES, mediante cheque de gerente, simultáneamente con el otorgamiento de la ESCRITURA DE COMPRAVENTA.

SEXTO: Al otorgarse la ESCRITURA DE COMPRAVENTA, los VENDEDORES traspasarán a la COMPRADORA título en pleno y absoluto dominio sobre el INMUEBLE, y la posesión del mismo, libre de cargas, gravámenes y ocupantes, excepto el Gravamen Permitido.

SÉPTIMO: Antes del otorgamiento de la ESCRITURA DE COMPRAVENTA, o simultáneamente con dicho otorgamiento, los VENDEDORES cancelarán todas las

cargas y gravámenes que graven el INMUEBLE, si alguno, con la única excepción de los Gravamen Permitido. Las escrituras públicas de cancelación de dichas cargas y gravámenes, si alguna, se otorgarán ante un notario público escogido por la COMPRADORA.. Los honorarios notariales, sellos, comprobantes y derechos de inscripción de dicha(s) escritura(s) de cancelación, si alguna, serán por cuenta y cargo de los VENDEDORES.

OCTAVO: Según antes se ha expresado, la ESCRITURA DE COMPRAVENTA se otorgará ante un notario público escogido por la COMPRADORA. Los honorarios notariales, sellos en el original y primera copia certificada y derechos de inscripción de la ESCRITURA DE COMPRAVENTA serán por cuenta y cargo de la COMPRADORA.

NOVENO: La CORREDORA DE LOS VENDEDORES ha actuado como corredor e intermediario en la transacción objeto del presente contrato, en representación de los VENDEDORES, y sus honorarios por dichos servicios serán pagados por los VENDEDORES simultáneamente con el otorgamiento de la ESCRITURA DE COMPRAVENTA.

DECIMO: El CORREDOR DE LA COMPRADORA ha actuado como corredor e intermediario en la transacción objeto del presente contrato, en representación de la COMPRADORA, y sus honorarios por dichos servicios, ascendentes a CUARENTA Y CINCO MIL DÓLARES ($45,000), serán pagados por la COMPRADORA simultáneamente con el otorgamiento de la ESCRITURA DE COMPRAVENTA.

UNDECIMO: Las contribuciones sobre la propiedad inmueble y contribución especial (Ley 7), si alguna, correspondientes al INMUEBLE serán por cuenta y cargo de los VENDEDORES hasta la fecha del otorgamiento de la ESCRITURA DE COMPRAVENTA y por cuenta y cargo de la COMPRADORA a partir de entonces.

DUODECIMO: Al otorgarse la ESCRITURA DE COMPRAVENTA, la COMPRADORA comprará el INMUEBLE como está, donde está (“as is, where is”), descansando en su propia inspección del INMUEBLE y no en representación alguna por parte de los VENDEDORES acerca de la condición física del INMUEBLE, la posibilidad de su desarrollo y/o la posibilidad de obtener permisos, aprobaciones y/o endosos para su desarrollo y/o para construcciones en el mismo.

DECIMO TERCERO: Si alguna clausula o disposición del presente contrato fuere declarada nula por algún organismo con la debida jurisdicción y competencia, entonces el resto del contrato permanecerá en pleno vigor y efecto.

DECIMO CUARTO: En el presente contrato se usan indistintamente el plural y el singular, así como el masculino, el femenino, el neutro y los demás géneros.

DECIMO QUINTO: Las partes comparecientes se someten a la jurisdicción exclusiva del Tribunal General de Justicia del Estado Libre Asociado de Puerto Rico en

caso de cualquier reclamación o litigio relacionado con el presente contrato y/o la transacción objeto del mismo.

DECIMO SEXTO: El presente contrato será interpretado según las leyes de Puerto Rico y gobernado por las mismas.

DECIMO SEPTIMO: Este contrato no podrá modificarse verbalmente y solo podrá ser modificado mediante documento firmado por todas las partes aquí comparecientes.

DECIMO OCTAVO: La obligación de la COMPRADORA de comprar el INMUEBLE a tenor con el presente contrato no está condicionada en forma alguna a la obtención de financiamiento y la COMPRADORA representa y garantiza que cuenta con los fondos necesarios para el pago del precio de compraventa del INMUEBLE.

DECIMO NOVENO: Las notificaciones entre las partes en virtud del presente contrato deberán ser por escrito y enviadas por correo electrónico y por correo regular, con copias por correo certificado con acuse de recibo, a las siguientes direcciones de las partes:

A LOS VENDEODRES:

David Cartagena García
Miriam Pérez Valentín
PO Box 3
Cabo Rojo, PR 00623
Correo electrónico: davidcartagena011@gmail.com

A LA COMPRADORA:

CABO ROJO LAND ACQUISITION LLC
733 Third Avenue
New York, NY 10017
Atención: Eileen Sawyer
Correo electrónico: roberto.ruiz@ccgc.com.do

A LA CORREDORA DE LOS VENDEDORES:

API BIENES RAICES & ASOC., INC.
PO Box 445
Cabo Rojo, PR 00623
Correo electrónico: apibienesraices@gmail.com

AL CORREDOR DE LA COMPRADORA:

Calle Cádiz 1218
Puerto Nuevo
San Juan, PR 00920
Atención: José Enrique Pérez Cruz
Correo electrónico: passportre@gmail.com

VIGÉSIMO: Mediante la firma del presente contrato, la COMPRADORA queda autorizada a someter a las entidades y/o agencias gubernamentales pertinentes solicitudes de permisos, aprobaciones y endosos para el desarrollo en el INMUEBLE de parte de un proyecto residencial/turístico, cónsono con la zonificación del INMUEBLE.

VIGÉSIMO PRIMERO: Las partes comparecientes reconocen y acuerdan que el otorgamiento del presente contrato, el precio de compraventa del INMUEBLE, y los demás términos y condiciones contemplados en este contrato constituyen y deben considerarse información confidencial y no serán divulgados a terceras personas sin el expreso consentimiento escrito de las otras partes.

VIGÉSIMO SEGUNDO: El presente contrato podrá ser otorgado en contrapartes ("counterparts") y, una vez que todas las partes hayan firmado al menos una contraparte, todas las contrapartes formarán un solo contrato.

Y PARA QUE ASI CONSTE, las partes suscriben y otorgan el presente contrato, libre y voluntariamente, con el ánimo de quedar legalmente vinculadas y obligadas en virtud del mismo, en San Juan, Puerto Rico, en la fecha que aparece en el encabezamiento del presente contrato.

Los VENDEDORES

_____ _____
David Cartagena García Miriam Pérez Valentín

La COMPRADORA

CABO ROJO LAND ACQUISITION LLC

_____
Por: Gladys Omayra Fontanez Reyes
Representante Autorizada

La CORREDORA DE LOS VENDEDORES

API BIENES RAICES Y ASOC., INC.

_____
Por: Elvin Irizarry Sánchez

El CORREDOR DE LA COMPRADORA

_____
José Enrique Pérez Cruz

Afidávit Número:

Reconocido y suscrito ante mi por David Cartagena García y su esposa, Miriam Pérez Valentín, ambos mayores de edad, casados entre sí, propietarios y vecinos de Cabo Rojo, Puerto Rico, a quienes conozco personalmente. En San Juan, Puerto Rico, hoy _____ ( ) de abril de dos mil veinticuatro (2024).

_____
Notario Público

Afidávit Número:

Reconocido y suscrito ante mi por Gladys Omayra Fontanez Reyes en su carácter de Representante Autorizada de Cabo Rojo Land Acquisition LLC, mayor de edad, soltera, abogada y vecina de San Juan, Puerto Rico, a quien conozco personalmente. En San Juan, Puerto Rico, hoy _____ ( ) de abril de dos mil veinticuatro (2024).

_____
Notario Público

Afidávit Número:

Reconocido y suscrito ante mi por Elvin Irizarry Sánchez en su carácter de Representante Autorizado de API Bienes Raíces y Asoc., Inc., mayor de edad, casado, corredor de bienes raíces y vecino de Cabo Rojo, Puerto Rico, a quien conozco personalmente. En San Juan, Puerto Rico, hoy _____ ( ) de abril de dos mil veinticuatro (2024).

_____
Notario Público

Afidávit Número:

Reconocido y suscrito ante mi por José Enrique Pérez Cruz, mayor de edad, casado, corredor de bienes raíces y vecino de Bayamón, Puerto Rico, a quien conozco personalmente. En San Juan, Puerto Rico, hoy _____ ( ) de abril de dos mil veinticuatro (2024).

_____
Notario Público

CERTIFICO que en la misma fecha y lugar de su otorgamiento expedí primera copia certificada a favor de CABO ROJO LAND ACQUISITION LLC. DOY FE.

M-PLT

Notario(a) Público(a)

---DEED NUMBER TWENTY THREE (23)----------

------ DEED OF OPTION TO PURCHASE REAL ESTATE ------

---In the City of San Juan, Puerto Rico, on this fourteenth (14th) day of May, two thousand twenty four (2024),----------

---------- **BEFORE ME,** ----------

---MARIA DEL ROSARIO PUJOL THOMPSON, Attorney-at-Law and Notary Public in and for the Commonwealth of Puerto Rico, with residence in Guaynabo, Puerto Rico, and offices located at Suite two hundred (200), Puerta del Condado Building, one thousand ninety five (1095) Wilson Street, San Juan, Puerto Rico,----------

---------- **APPEAR:** ----------

---AS THE PARTY OF THE FIRST PART: CPD LLC (hereinafter "Seller"), a limited liability company organized, existing and in good standing in accordance with the laws of the Commonwealth of Puerto Rico, represented herein by its authorized representative, LEE DANIEL CARDONA RODRIGUEZ, who is of legal age, married, business executive and resident of Guaynabo, Puerto Rico, whose authority to represent Seller in this public deed arises from Certificate of Corporate Resolution of CPD LLC signed by Lee Daniel Cardona Rodríguez in his capacity of President of CPD LLC, executed on July thirty first (31st), two thousand twenty (2020), in San Juan, Puerto Rico, affidavit number one thousand three hundred twenty nine (1,329), before notary public Liza Michelle Ramos Santos, an original of which I, the Notary, hereby certify to have had before me, and which, in

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my opinion, is in full compliance with all legal requirements to authorize Lee Daniel Cardona Rodríguez to appear in this public deed on behalf of Seller;----------

---AS THE PARTY OF THE SECOND PART: CABO ROJO LAND ACQUISITION LLC (hereinafter "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of the Commonwealth of Puerto Rico, represented herein by its authorized representative, GLADYS OMAYRA FONTANEZ REYES, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this public deed arises from Certificate of Resolution of CABO ROJO LAND ACQUISITION LLC signed by Eileen Sawyer, in her capacity of Manager of CABO ROJO LAND ACQUISITION LLC, executed on May two (2), two thousand twenty four (2024), in New York, New York, United States of America, before notary public Eric Orenstein, an original of which I, the Notary, hereby certify to have had before me, and which, in my opinion, is in full compliance with all legal requirements to authorize Gladys Omayra Fontanez Reyes to appear in this public deed on behalf of Buyer; and----------

---AS THE PARTY OF THE THIRD PART: Mister **JOSE ENRIQUE PEREZ CRUZ**, also known as José E. Pérez (hereinafter the "Broker"), who is of legal age, married, real estate broker, and resident of Bayamón, Puerto Rico.----------

---I, the Notary, certify that I am personally acquainted with all the appearing parties, and through their statements, I further

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certify as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and accordingly they do hereby----------

----------**STATE AND AGREE:**----------

---**FIRST:** The Property; Title, Liens and Encumbrances.------

-----One. Title. Seller is the sole owner of fee simple ("pleno dominio") and has the possession of the parcel of land described in the Spanish language as follows (hereinafter the "PROPERTY"):----------

---**"RUSTICA:** Parcela número treinta y uno (31), radicada en el Barrio Boquerón del término Municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO (5) CUERDAS, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En linderos: NORTE, con parcela número veintinueve (29) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela, antes, hoy con servidumbre de paso de diez (10) metros de ancho; por el SUR, con la parcela número treinta y nueve (39) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela, antes, hoy con terrenos de José Fas; por el ESTE, con la parcela número sesenta y cuatro (64) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela, antes, hoy con terrenos de José Fas; y por el OESTE, con la parcela número cuarenta y uno (41) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela, antes, hoy con la parcela número ochenta y tres (83). Para uso de fines agrícolas."----------

---The PROPERTY is property number eighteen thousand seven hundred eighty five (18,785), recorded at page two hundred sixty one (261) of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico (the "Registry").----------

---The PROPERTY was acquired by Seller as per Deed

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Number Eighteen (18), executed in Mayaguez, Puerto Rico, on March eight (8), two thousand twenty four (2024), before notary public Camille Rodríguez Franceschini, filed for recording at entry number two thousand twenty four dash zero four two four seven zero dash S G zero one (2024-042470-SG01), of Cabo Rojo, Section of San Germán of the Registry.----------

---The real property tax identification number ("número de catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to the PROPERTY is four zero two dash zero twenty seven dash three hundred twenty seven dash twenty two dash zero zero zero (402-027-327-22-000).----------

---The PROPERTY is subject to the following liens and/or encumbrances:----------

---By its origin, the PROPERTY is free and clear of liens and encumbrances.----------

---By itself, the PROPERTY is free and clear of liens and encumbrances.----------

---SECOND: Buyer wishes to acquire an option to buy the PROPERTY, with all its improvements, rights and annexes, and Seller wishes to grant, and hereby grants, said option to Buyer (hereinafter the "Option"), pursuant to this public instrument and in accordance with the following----------

----------TERMS AND CONDITIONS:----------

-----2.1. The purchase-sale price of the PROPERTY (the "Purchase-Sale Price") will be the lump sum of FOUR HUNDRED THIRTY FIVE THOUSAND DOLLARS

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($435,000) Said FOUR HUNDRED THIRTY FIVE THOUSAND DOLLARS ($435,000) will be paid as follows:----------

----------2.1.1. the sum of FOUR HUNDRED THIRTEEN THOUSAND TWO HUNDRED FIFTY DOLLARS ($413,250) will be payable in full, through manager's checks to the order of the Seller, simultaneously with the execution of the public purchase sale deed whereby Buyer will acquire fee simple title to the PROPERTY and the possession thereof, pursuant to the Option (the "Purchase-Sale Deed").----------

-----2.2. As consideration for the Option, Buyer has paid to Seller, simultaneously with the execution of this public deed or before its execution, the sum of TWENTY ONE THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($21,750), as good faith deposit (the "Deposit"), which will be non-reimbursable, except only as set forth below in this public deed, and which will be credited to the Purchase-Sale Price. Seller hereby acknowledges receipt of the Deposit.----------

-----2.3. The Option is granted for a term of one hundred (100) calendar days, starting on the date of execution of this public deed and ending on August twenty first (21st), two thousand twenty four (2024) (the "Term").----------

-----2.4 Upon the execution of the Purchase-Sale Deed, the Deposit will be credited to the Purchase-Sale Price of the PROPERTY.----------

-----2.5. If the Term ends and Buyer has not bought the PROPERTY within the Term (except for reasons attributable

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to Seller), then the Deposit will be lost by Buyer, and will become the property of Seller, as liquidated damages. If the PROPERTY cannot be bought by Buyer within the Term, for reasons attributable to Seller, then Seller will reimburse the Deposit to Buyer at the end of the Term and Buyer will continue to have the right to purchase the PROPERTY in accordance with the terms and conditions of this Option. The parties acknowledge that reasons attributable to Seller comprise only (i) the denial or inability of Seller to execute the Purchase-Sale Deed within the Term; and (ii) the inability of Seller to deliver to Buyer good title over the PROPERTY, free and clear of liens and encumbrances, except those imposed by laws and/or regulations.----------

-----2.6. The real estate property taxes payable to the Centro de Recaudaciones de Ingresos Muncipales ("CRIM"), and all special taxes (if applicable) of the PROPERTY will be the responsibility of Seller and payable by Seller up to the date of execution of the Purchase-Sale Deed (the "Closing Date"). Thereafter they shall be the responsibility of Buyer and payable by Buyer.----------

-----2.7. The Purchase-Sale Deed shall be executed before a notary public selected by Buyer.----------

-----2.8. Deeds to cancel any liens or encumbrances affecting the PROPERTY existing at the time of execution of the Purchase-Sale Deed, except any permitted encumbrances will be executed no later than the Closing Date, before a notary public selected by Buyer. All fees and

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expenses related to said cancellation(s) and its/their recording in the Registry shall be paid by Seller.----------

-----2.9. Through the Purchase-Sale Deed, Buyer will acquire recordable fee simple title to the PROPERTY and the possession thereof, "as is, where is", free and clear of occupants, liens and encumbrances, except permitted encumbrances disclosed in this deed, if any. During the Term of the Option, Seller will have the possession of the PROPERTY and will be allowed to conduct legal business activities in the PROPERTY.----------

-----2.10. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of this public deed and of the Purchase-Sale Deed will be paid by Buyer.----------

-----2.11. This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them.----------

-----2.12. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of Puerto Rico in the event of any litigation pursuant to this public deed.

-----2.13. All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

------TO SELLER:----------
------CPD LLC ----------
------Urbanización Finca Elena----------
------#86 Almendro Street----------
------Guaynabo, PR 00971----------
------Attention: Lee Daniel Cardona Rodríguez----------
------Electronic Mail: crel15273@gmail.com----------

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------TO BUYER:----------
------CABO ROJO LAND ACQUISITION LLC----------
-------250 Muñoz Rivera Avenue----------
-------Suite 440----------
-------San Juan, PR 00918----------
------Attention: Eileen Sawyer----------
-----Electronic Mail: roberto.ruiz@ccgc.com.do----------

------TO THE BROKER:----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920----------
------Attention: José Enrique Pérez Cruz----------
-----Electronic Mail: passportre@gmail.com----------

-----2.14. Seller represents and warrants to Buyer that, to the best of Seller's knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the PROPERTY, and that the PROPERTY has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----2.15. The appearing parties acknowledge that the Broker, mister José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the subject of this Option. The fees to Mr. Pérez Cruz and his associates, if any, for said service will be the responsibility of Buyer and paid simultaneously with the execution of the Purchase-Sale Deed, only if the Option is exercised by Buyer and Buyer buys the PROPERTY pursuant to the Option. Said fees will amount to TWENTY ONE THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($21,750), equivalent to five percent (5%) of the purchase-sale price of the PROPERTY. Seller will have no

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obligation to pay fees or commissions to the Broker.----------

-----2.16. The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed.----------

-----2.17. In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgement or judicial order, then and in that event the rest of this public deed will continue in full force and effect.

-----2.18. During the Term, Buyer and its employees, agents and/or contractors are authorized to enter the PROPERTY to make studies, identify boundaries, take measurements and make inspections, during business days and hours, and the persons entering the PROPERTY pursuant to this authorization will be responsible for the damages suffered or caused by them in the PROPERTY. Every employee who enters the PROPERTY pursuant to this authorization will be insured by a valid policy of the Puerto Rico State Insurance Fund, and, if applicable, of the "Chauffers' Insurance" or "Seguro Choferil". In addition, Buyer will have in place, during the term of the Option, a public liability insurance policy covering damages caused or suffered in the PROPERTY by the persons who enter it pursuant to this authorization, with a minimum coverage of ONE MILLION DOLLARS ($1,000,000) per occurrence. Seller will appear as co-insured in the policy, together with Buyer.----------

-----2.19. During the Term, Buyer is authorized to seek the approvals, permits and endorsements necessary for the

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development in the PROPERTY of a residential, recreational and tourism project, or of part of a residential, recreational and tourism project, provided the existing zoning of the PROPERTY is not changed, and that such approvals, permits and endorsements (i) comply with the requirements of the existing zoning of the PROPERTY; and (ii) do not negatively affect and/or diminish the value or quality of the PROPERTY. Seller hereby commits to confirm this authorization in writing if required by Buyer, for presentation to the corresponding public or governmental agencies and entities. If the PROPERTY is not purchased by Buyer, all approvals, permits and endorsements obtained by Buyer for the PROPERTY pursuant to the aforesaid authorization, and any studies, map surveys, designs or any other resource used to obtain those permits and approvals, will be transferred and assigned by Buyer to Seller at the end of the Term, at no cost to Seller.----------

-----2.20. The PROPERTY may not be altered during the Term, except only if specifically authorized in advance, in writing, by Seller and Buyer.----------

-----2.21. The Option is not transferable by Seller. Conversely, Buyer is authorized to transfer or assign this agreement and all its rights and obligations hereunder, at the sole option and discretion of Buyer.----------

---THIRD: Additional Documentation. The parties hereto agree to execute and deliver any additional instruments and documents that may be necessary to record the transaction

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contemplated in this deed in the Registry. Any costs and expenses, including attorneys' fees, incurred in connection with the execution of any additional instruments and documents shall be for the account of the Buyer.----------

---**FOURTH:** Request to the Registrar. The Honorable Registrar of the Property of Puerto Rico is respectfully requested to record in the Registry of the Property of Puerto Rico the Option, as set forth in this deed.----------

---**FIFTH:** If Buyer does not purchase the PROPERTY pursuant to the Option (except for reasons attributable to Seller), Buyer will, within thirty (30) consecutive calendar days after the end of the Term, at Buyer's cost and expense, (i) cancel the lien or encumbrance on the PROPERTY created by the Option; and (ii) file for recordation in the Registry any and all documents needed for the recording of said cancellation in the Registry. If the appearance of Seller is required in said cancellation, Seller will appear therein.---------

----------ACCEPTANCE AND WARNINGS----------

---The appearing parties to this deed accept the same as drafted because it has been drawn up in accordance with their stipulations, terms and conditions. I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this deed and they were fully advised by me thereon. Specifically, I advised them of the following:----------

-----(a) That any liens or encumbrances affecting title to the PROPERTY that may be filed for recordation prior to the filing of this deed may be legally binding and could take

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precedence over this deed.----------

-----(b) It is advisable to verify the status of liens and encumbrances on the PROPERTY as they may appear from the Registry on the date hereof and of the adverse consequences which may result from the failure to do so. To this effect, the appearing parties have been warned and advised by the subscribing Notary Public about the following: (i) that the digital system of recordation of the Digital Registry of Immovable Property of the Commonwealth of Puerto Rico provides Access to the Electronic Diary of Daily Operations, the Electronic Book of Recordations, and the Single Book of Liens ("Libro Unico de Embargos") twenty four (24) hours a day, seven (7) days a week for both inquiries and filings which may affect the registration or rights under this deed; (ii) that said electronic books have been reviewed up to the date of the title search prepared for this transaction; and (iii) that the authorizing Notary Public has not consulted the Registry in any way whatsoever after the date of the aforementioned title search, to all of which the appearing parties give their acceptance and compliance, being fully aware of its consequences.----------

-----(c) That this deed was prepared in accordance with title searches (the "Title Search"), prepared by Capital Title Services, LLC, a company engaged in such business, and not by the undersigned Notary. The aforementioned Title Search is dated April seventeen (17), two thousand twenty four (2024).----------

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-----(d) The appearing parties accept the Title Search mentioned above, and are satisfied with the contents thereof. Consequently, the appearing parties release the Notary from any responsibility due to errors or omissions in said Title Search and/or due to any changes in the title to the PROPERTY or in its liens and encumbrances that might occur between the date of the Title Search and the date this deed is presented to the Registry for registration.----------

-----(e) The necessity and convenience of obtaining a negative certification of debt from the Municipal Revenue Collection Center tax rolls (CRIM – Centro de Recaudaciones de Ingresos Municipales) regarding the PROPERTY.----------

-----(f) This deed must be recorded in the appropriate Section of the Registry of the Property of Puerto Rico in order to notify its existence to third-parties.----------

---The appearing parties waived the right which I advised them they had to have witnesses to the execution of this deed; but, upon my advice, made use of their right to read the same, and, finding it drafted to their entire satisfaction, having been advised by me, the Notary, of the pertinent legal warnings and reservations, acknowledging that they have understood this deed in all its parts, fully ratify and confirm the statements contained herein as the true and exact embodiment of their stipulations, terms, and conditions, proceed to sign before me, and to affix their initials on each folio of the same.----------

---And I, the Notary, do hereby CERTIFY AND ATTEST as to my personal knowledge or identification of the appearing

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parties and as to their personal circumstances, in accordance with their statements, as well as to all other things herein contained.----------

---I, the Notary, CERTIFY AND GIVE FAITH.----------

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MORELL · CARTAGENA · DAPENA

JORGE ANTONIO MORALES CORDERO

Plaza 273 Suite 700
273 Ponce de León
San Juan, PR 00917-1934
787-723-1233; 787-729-1974
jorge.morales@mbcdlaw.com

CERTIFIED COPY OF DEED NUMBER FORTY-TWO (42)

PURCHASE AND SALE

EXECUTED IN SAN JUAN, PUERTO RICO
ON DECEMBER 14, 2023

BEFORE:

JORGE ANTONIO MORALES CORDERO

BY:

DAVID CARTAGENA GARCÍA
MIRIAM PÉREZ VALENTÍN

("SELLERS")

AND

CABO ROJO LAND ACQUISITION LLC

("BUYER")

----------**DEED NUMBER FORTY-TWO (42)**----------

----------**PURCHASE AND SALE** ----------

---In San Juan, Puerto Rico, on this fourteenth (14th) day of December, two thousand twenty-three (2023) ----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with offices and residence in San Juan, Puerto Rico,----------

----------**APPEAR**----------

---AS THE PARTY OF THE FIRST PART: **DAVID CARTAGENA GARCÍA** and **MIRIAM PÉREZ VALENTÍN**, of legal age, married to each other, property owners and residents of Cabo Rojo, Puerto Rico (hereinafter, "Sellers"). ----------

---AS THE PARTY OF THE SECOND PART: **CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of Puerto Rico, represented herein by its Authorized Representative, Gladys Omayra Fontánez Reyes, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, and whose authority to represent Buyer in this public deed arises from the Certificate of Resolution of Buyer, signed by Eileen Sawyer, as Manager of Buyer, on August twenty-three (23), two thousand twenty-three (2023), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engines of the Department of State and the Office of Information Technology Services of the State of New York. I further certify that I have examined the original of the aforesaid Certificate of Resolution of Cabo Rojo Land Acquisition LLC, and that, in my opinion, it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law to

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authorize Ms. Fontánez Reyes to appear herein on behalf of Buyer. ------

---I, the Notary, do hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily ----------

----------**STATE AND AGREE**----------

---**FIRST:** Sellers are the owners in fee simple title ("*pleno dominio*"), and have the possession of the parcel of land described in the Spanish language as follows (hereinafter, the "Property"):----------

---"RUSTICA: Porción de terreno con una cabida de seis (6) cuerdas, equivalentes a dos (2) hectáreas, treinta y cinco (35) áreas, ochenta y dos (82) centiáreas y treinta y cuatro (34) miliáreas, radicada en el barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico. En lindes, por el NORTE, con terrenos propiedad de Enrique Carlo Aymat; por el SUR, con la carretera estatal número trescientos uno (301) que de Cabo Rojo conduce al Faro; por el ESTE, con porción de terreno propiedad de Belford Torres Vélez, antes, hoy James Cuevas; y por el OESTE, con terrenos de Belford Torres Vélez."----------

---The Property is recorded at page 135 of volume 146 of Cabo Rojo, property number 4,523, Section of San Germán of the Registry of Property of Puerto Rico (the "Registry").----------

---The Property was acquired by Sellers pursuant to Deed Number Thirteen (13), executed in Cabo Rojo, Puerto Rico, on March sixteen (16), two thousand twenty-two (2022), before Notary Ramón Guillermo Vélez Rivera, filed and pending recordation at *Karibe* entry 2022-039984-SG01.----------

---The tax identification number ("*número de catastro*") assigned by the Municipal Revenue Collection Center ("CRIM") to the Property is 403-000-002-15-000. ----------

---The Property is subject to the following liens and/or encumbrances:---

---By its origin, the Property is free and clear of liens and encumbrances.

---By itself, the Property is subject to:----------

-----A) Easement in favor of the Puerto Rico Electric Power Authority,

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resulting from Eminent Domain proceedings, in accordance with a Resolution issued on December twenty-seven (27), two thousand six (2006) by the Puerto Rico Court of First Instance, San Juan Part, under Civil Case Number KEF2006-0727 (1003), recorded at page 178 of volume 940 of Cabo Rojo, fifth (5tht) inscription (hereinafter, the "Permitted Encumbrance". ----------

---**SECOND:** Sellers granted to Buyer an option to purchase the Property, pursuant to a purchase agreement ("*Contrato de Promesa Recíproca de Compraventa*") executed on August twenty-eight (28), two thousand twenty-three (2023), later amended to extend the term of the option granted thereunder (hereinafter, the "Purchase Agreement"). ------

----------**PURCHASE AND SALE**----------

---**THIRD:** Pursuant to the Purchase Agreement, Sellers hereby sell, convey and transfer fee simple title ("*pleno dominio*") to the Property and the possession thereof to Buyer, and Buyer hereby purchases from Sellers fee simple title to the Property and the possession thereof, in accordance with the following----------

----------**TERMS AND CONDITIONS**----------

-----One: The purchase price is the lump sum of **NINE HUNDRED THOUSAND DOLLARS ($900,000)** (hereinafter, the "Purchase Price"). ----------

-----Two: The Purchase Price is payable as follows: ----------

------(A) The sum of FORTY-FIVE THOUSAND DOLLARS ($45,000) was paid by Buyer to Sellers prior to the execution hereof, as security deposit under the Purchase Agreement, which amount is being applied in its entirety to the Purchase Price. ----------

----------B. The sum of EIGHT HUNDRED FIFTY-FIVE THOUSAND DOLLARS ($855,000) has been paid by Buyer to Sellers concurrently with the execution hereof, through a manager's check issued to the order of Sellers, and Sellers hereby acknowledge receipt thereof in form and

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substance acceptable to Buyer. ----------

-----Three: Buyer shall be entitled to the immediate possession of the Property, without any additional formality, document or request. ---------

-----Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of Sellers and, thereafter, for the account of Buyer. ----------

-----Five: Sellers hereby deliver to Buyer fee simple title to the Property, vacant, and free and clear of all liens, encumbrances or defects, except for the Permitted Encumbrance. ----------

-----Six: Buyer specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) Sellers hereby sell and Buyer hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from Sellers or any of Sellers' agents, employees, members, representatives, attorneys or brokers (each such party, a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by Sellers to Buyer (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof, its facilities, soils, geology, and groundwater; (b) the dimensions, area, and size of the Property; (c) the development or income potential, or rights of or relating to the Property or the adequacy of the Property for any particular purpose, (d) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants,

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conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of Buyer or any other person to obtain any necessary governmental approvals, licenses, or permits for Buyer's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters regarding the operation of the Property. Buyer further acknowledges and agrees that Sellers are under no duty to make any inquiry regarding any matter that may or may not be known to Sellers or any Seller Affiliate. Upon execution of this public deed, Buyer shall assume the risk of adverse matters relating to adverse investigations, and Buyer, upon execution of this public deed, shall be deemed to have waived, relinquished and released Sellers and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which Buyer might have asserted or alleged or may assert or allege in the future against Sellers or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution of this deed.----------

-----Seven: Sellers represent and warrant to Buyer that, to the best of Sellers' knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that, to the best of Sellers' knowledge, the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----Eight: The notarial fees, stamps on the original, stamps on the first certified copy, filing and recording rights of this Deed at the Registry will be paid by Buyer.----------

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-----Nine: This Deed will be interpreted and governed in accordance with the laws of the Commonwealth of Puerto Rico. The appearing parties submit themselves to the exclusive jurisdiction of the Court of First Instance of the Commonwealth of Puerto Rico in the event of any litigation arising out of this Deed.----------

-----Ten: All notices to the parties pursuant to this Deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

----To SELLERS:----------

------David Cartagena García and Miriam Pérez Valentín----------
------PO Box 3----------
------Cabo Rojo, PR 00623 ----------
------Electronic Mail: davidcartagena011@gmail.com ----------

------To BUYER: ----------

------Cabo Rojo Land Acquisition LLC ----------
------733 Third Avenue ----------
------New York, NY 10017----------
------Attention: Eileen Sawyer----------
------Electronic Mail: roberto.ruiz@ccgc.com.do ----------

-----Eleven: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

-----Twelve: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the remaining provisions of this Deed will continue in full force and effect.----------

-----Thirteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver such documents or instruments, public or private, which may be necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any correction deed. Any costs and expenses incurred in connection with the execution

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and registration of any additional instruments and documents shall be for the account of Buyer, except that each party shall bear the fees of their respective counsel.----------

---**THIRD:** The Notary advises Buyer as to the importance of filing the corresponding property tax exemption and/or change of ownership Application before the CRIM, and to obtain, prior to the execution of this deed, a certification indicating whether any sums related to property taxes are owed by Sellers. Pursuant to applicable law, Buyer is responsible for filing at the CRIM the corresponding application for property tax exemption and /or change of ownership, within thirty (30) days from the date of execution hereof. Buyer hereby declares that it is fully aware of the aforementioned obligations and releases the undersigned Notary from this responsibility.----------

----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ---

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions in the preparation of such title abstract. Said title abstract was prepared by Maribel Vargas Ramos on November twenty-four (24), two thousand twenty-three (2023);----------

-----(c) that after the date of such title abstract and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance

and reflects only the state of the Property in the Registry as of the date of the title abstract.----------

-----(d) of the convenience of confirming the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification; ----------

-----(e) of the right of the Buyer to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.;----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property;----------

-----(h) of the importance of recording a copy of this deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this deed is not recorded at the Registry;----------

-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property;----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations;----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading,

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understanding and acceptance of its contents. ----------

-----(l) of the need and consequences to the Sellers of filing the *Planilla Informativas Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles* with the Puerto Rico Treasury Department; and ----------

-----(m) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et seq*., is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Seller, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the seller and its agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed.----------

----------**READING, ACCEPTANCE AND EXECUTION** ----------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their

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initials on each page thereof. ----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

---Signed, sealed, marked and flourished by the authorizing Notary, Jorge Antonio Morales Cordero. ----------

---Therein also appear the signature of the appearing parties and their initials on the margin of each page. The corresponding internal revenue stamps, legal assistant stamps and the notarial tax stamp are adhered thereon. ----------

---I, the Notary, CERTIFY that the foregoing is a true and exact copy of Deed Number Forty-Two (42), which contains ten (10) pages (folios), the original of which forms part of my protocol of public instruments for the year two thousand twenty-three (2023). ----------

---IN WITNESS WHEREOF, and to deliver to Cabo Rojo Land Acquisition LLC, I issue the first certified copy, which I sign, seal, mark and flourish in San Juan, Puerto Rico, on December fourteen (14), two thousand twenty-three (2023). ----------

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NOTARY

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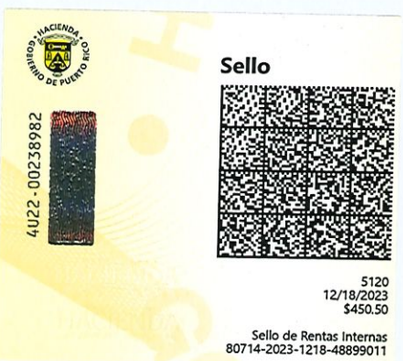





DEPARTAMENTO *de* JUSTICIA

ESTADO LIBRE ASOCIADO DE PUERTO RICO

CERTIFICACIÓN DEL NOTARIO QUE PRESENTA DOCUMENTO EN EL REGISTRO DE LA PROPIEDAD INMOBILIARIA DE PUERTO RICO POR LA VÍA TELEMÁTICA

CERTIFICO: Que la copia en formato PDF de la Escritura Núm. Cuarenta y Dos (42) sobre "Purchase and Sale", autorizada por mí en San Juan el catorce (14) de diciembre de dos mil veintitrés (2023), que estoy presentando en esta fecha en el Registro de la Propiedad, es una copia fiel y exacta de la copia certificada de dicha escritura.

En San Juan, Puerto Rico, hoy dieciocho (18) de diciembre de dos mil veintitrés (2023).

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_____
Notario

CERTIFICO que en la misma fecha y lugar de su otorgamiento expedí primera copia certificada a favor de PR Investco LLC. DOY FE. ----------

Notario(a) Público(a)

Mediante la presente Escritura se inicia el Tomo Uno (1) de mi Protocolo de Instrumentos Públicos del año dos mil veintitrés (2023), hoy día veintidós (22) de febrero de dos mil veintitrés (23).----------

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----DEED NUMBER ONE (1)----------

------ DEED OF OPTION TO PURCHASE REAL ESTATE ------

---In the City of San Juan, Puerto Rico, on this twenty second (22nd) day of February, two thousand twenty three (2023),-------

---------- BEFORE ME, ----------

---FRANCISCO PUJOL MENESES, Attorney-at-Law and Notary Public in and for the Commonwealth of Puerto Rico, with residence in San Juan, Puerto Rico, and offices located at Suite two hundred (200), Puerta del Condado Building, one thousand ninety five (1095) Wilson Street, San Juan, Puerto Rico,--------

---------- APPEAR: ----------

---AS PARTY OF THE FIRST PART: FERNANDO ALBERTO DIEZ ANTONGIORGI and his wife, ARLENE DIVINA RAMIREZ KURTZ, both of legal age, married to each other, attorney at law and property owner respectively, and residents of Cabo Rojo, Puerto Rico (hereinafter "Diez"), who appear herein in their respective personal capacities and as representatives of the conjugal partnership constituted by and

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between them;----------

---AS PARTY OF THE SECOND PART: LOMA LINDA, S.E. (hereinafter "Loma Linda"), a special partnership organized and existing pursuant to the laws of Puerto Rico, constituted as per deed number four (4), executed in Mayaguez, Puerto Rico, on June first (1st), two thousand four (2004), before notary public Jaime E. Sepúlveda Seda, represented herein by its Administrator, FERNANDO ALBERTO DIEZ ANTONGIORGI, who is of legal age, married, attorney at law and resident of Cabo Rojo, Puerto Rico. The capacity of Fernando Alberto Diez Antongiorgi to represent Loma Linda in this public deed arises from Certificate of Unanimous Consent of all the Members of Loma Linda, signed by all the members of the Loma Linda, executed on December twenty six (26), two thousand twenty two (2022), in Cabo Rojo, Puerto Rico, an original of which I, the Notary, hereby certify to have had before me, and which, in my opinion, is in full compliance with all legal requirements to authorize Fernando Alberto Diez Antongiorgi to appear in this public deed on behalf of Loma Linda;----------

---Diez and Loma Linda will be referred jointly hereinafter as "Sellers".----------

---AS PARTY OF THE THIRD PART: PR INVESTCO LLC (hereinafter "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of the State of Delaware, United States of America, represented herein by its authorized representative, MS. GLADYS OMAYRA FONTANEZ REYES, who is of legal age, single,

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attorney-at-law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this public deed arises from Certificate of Resolution of PR INVESTCO LLC signed by Eileen Sawyer in her capacity of Manager of PR INVESTCO LLC, executed on January thirtieth (30th), two thousand twenty three (2023), in New York, New York, United States of America, before notary public Eric Orenstein, an original of which I, the Notary, hereby certify to have had before me, and which, in my opinion, is in full compliance with all legal requirements to authorize Ms. Gladys Omayra Fontanez Reyes to appear in this public deed on behalf of Buyer; and---

---**AS THE PARTY OF THE FOURTH PART:** Mister **JOSE ENRIQUE PEREZ CRUZ**, also known as José E. Pérez (hereinafter the "Broker"), who is of legal age, married, real estate broker, and resident of Bayamón, Puerto Rico.----------

---I, the Notary, certify that I am personally acquainted with all parties, and through their statements, I further certify as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and accordingly they do hereby----------

----------STATE AND AGREE----------

---**FIRST:** The Property; Title, Liens and Encumbrances.-------

-----One. Title. Diez is the sole owner in fee simple ("pleno dominio") and has the possession of the parcels of land described in the Spanish Language as follows (hereinafter "PROPERTY ONE (1)", "PROPERTY TWO (2)" and

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"PROPERTY THREE (3)":----------

----------PROPERTY ONE (1)----------

---"**RUSTICA:** Parcela marcada con el Número Cuarenta y Cuatro (44) de la finca Bahía Bonita, radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de veintiún mil setecientos dieciocho metros sesenta y tres decímetros cuadrados (21,718.63 m.c.). En linderos: NORTE, con la Parcela Número Cuarenta y Tres (43); SUR, con la Parcela Número Cuarenta y Cinco (45) y con la Parcela Número Ciento Diez que contiene parte de la servidumbre de paso para su acceso de quince (15) metros de ancho de los cuales siete punto cincuenta (7.50) metros pertenecen a esta parcela; ESTE, con la Parcela Número Ciento Doce (112), la cual contiene parte de la servidumbre de paso para su acceso de quince (15) metros de ancho; OESTE, con Monte Carlo Development Corporation. Esta parcela está afectada por una servidumbre de paso compuesta de setecientos cuarenta y dos punto treinta y dos metros cuadrados (742.32 m.c.), la cual se compone de siete punto cincuenta (7.50) metros lineales de ancho por noventa y cuatro punto treinta y seis (94.36) metros lineales de largo por su colindancia Sur.--------
---Rectificada la cabida por haber sido objeto de mensura por el Agrimensor Frank Lozada Díaz, con licencia número cinco mil setecientos ochenta y siete (5,787), certificada mediante declaración jurada quince mil doscientos noventa y nueve (15,299), del diez (10) de febrero de dos mil cuatro (2004), ante el notario Luis Roberto Santos y Escritura Número Veintinueve (29), otorgada en Mayagüez, Puerto Rico, el día trece (13) de febrero de dos mil cuatro (2004), ante el mismo notario. Inscrita al folio ciento cincuenta y cuatro (154), vuelto, del tomo ochocientos cuarenta y uno (841) de Cabo Rojo, inscripción cuarta (4ta.)."----------

---PROPERTY ONE (1) is property number eighteen thousand seven hundred ninety two (18,792), recorded at page one hundred fifty four (154), of volume eight hundred forty one (841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

---PROPERTY ONE (1) was acquired by Diez, as per Deed Number Twenty Three (23), executed in Cabo Rojo, Puerto Rico, on December twenty nine (29), two thousand eleven (2011), before notary public Carlos Wilfredo Lamboy Santiago, presented at entry number two thousand nineteen

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dash one two zero four four nine dash S G zero one (2019-120449-SG01), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

---The real property tax identification number ("número de catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to PROPERTY ONE (1) is four zero two dash zero zero nine dash three twenty seven dash eighty five dash zero zero zero (402-009-327-85-000).----------

---PROPERTY ONE (1) is subject to the following liens and/or encumbrances:----------

---By its origin, PROPERTY ONE (1) is free and clear of liens and encumbrances.----------

---By itself, PROPERTY ONE (1) is subject to the following liens and encumbrances:----------

-----(A) Restrictive covenants about use and edification, constituted as per Deed Number One Hundred Thirty Three (133), executed in Mayaguez, Puerto Rico, on November twenty (20), two thousand three (2003), before notary public Luis Roberto Santos, recorded at page one hundred fifty four (154), of volume eight hundred forty one (841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, parcel number eighteen thousand seven hundred ninety two (18,792), third (3rd) recording.----------

-----(B) Mortgage guaranteeing six (6) mortgage notes, in favor of its bearer, in the principal sum of two hundred seventy five thousand dollars ($275,000). The six (6) mortgage notes are described as follows: Mortgage Note One (1), in the principal sum of fifty thousand dollars

($50,000), due on May fourteen (14), two thousand five (2005), with interest rate at five percent (5%) per annum; Mortgage Note Two (2), in the principal sum of fifty thousand dollars ($50,000), due on May fourteen (14), two thousand six (2006), with interest rate at five percent (5%) per annum; Mortgage Note Three (3), in the principal sum of fifty thousand dollars ($50,000), due on May fourteen (14), two thousand seven (2007), with interest rate at five percent (5%) per annum; Mortgage Note Four (4), in the principal sum of fifty thousand dollars ($50,000), due on May fourteen (14), two thousand eight (2008), with interest rate at five percent (5%) per annum; Mortgage Note Five (5), in the principal sum of fifty thousand dollars ($50,000), due on May fourteen (14), two thousand nine (2009), with interest rate at five percent (5%) per annum; and Mortgage Note Six (5), in the principal sum of twenty five thousand dollars ($25,000), due on May fourteen (14), two thousand ten (2010), with interest rate at five percent (5%) per annum, constituted by Deed Number Seventy Seven (77), executed in Mayaguez, Puerto Rico, on May fourteen (14), two thousand four (2004), before notary public Luis Roberto Santos, recorded at the overleaf of page one hundred fifty four (154), of volume eight hundred forty one (841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, parcel number eighteen thousand seven hundred ninety two (18,792), sixth (6th) and last recording.----------

----------PROPERTY TWO (2)----------

---**"RUSTICA:** Parcela marcada con el Número Cincuenta y

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Ocho (58) de la finca Bahía Bonita, radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida de veinte mil quinientos noventa y tres metros cuarenta decímetros cuadrados (20,593.40), equivalentes a cinco (5) cuerdas con dos mil trescientos noventa y cinco diez milésimas de otra (5.2395 cdas.). En linderos: NORTE, con la Parcela Número Cincuenta y Nueve (59) que contiene la servidumbre de paso para su acceso de quince (15) metros de ancho para esta parcela; SUR, con la Parcela Número Treinta y Cuatro (34) que contiene la servidumbre de paso para su acceso de quince (15) metros de ancho para esta parcela; ESTE, con la Parcela Número Cincuenta y Siete (57); OESTE, con las Parcelas Número Ciento Nueve (109), Ciento Once (111) y Cuarenta y Seis (46), las cuales todas contienen parte de la servidumbre de paso para su acceso de quince (15) metros de ancho de los cuales siete punto cincuenta (7.50) metros pertenecen a esta parcela. Esta parcela está afectada por una servidumbre de paso compuesta de mil seiscientos cuarenta y siete punto noventa y seis metros cuadrados (1,647.96 m.c.) la cual se compone de siete punto cincuenta (7.50) metros lineales de ancho por doscientos veinte punto treinta y dos (220.32) metros lineales de largo por su colindancia Oeste.----------

---Rectificada la cabida por haber sido objeto de mensura por el Agrimensor Frank Lozada Díaz, con licencia número cinco mil setecientos ochenta y siete (5,787), certificada mediante declaración jurada quince mil trescientos (15,300), del diez (10) de febrero de dos mil cuatro (2004), ante el notario Luis Roberto Santos y Escritura Número Treinta y Siete (37), otorgada en Mayagüez, Puerto Rico, el día uno (1) de marzo de dos mil cuatro (2004), ante el mismo notario. Inscrita al folio ciento noventa y tres (193), vuelto, del tomo ochocientos cuarenta y uno (841) de Cabo Rojo, inscripción cuarta (4ta.).”-

---PROPERTY TWO (2) is property number eighteen thousand seven hundred ninety six (18,796), recorded at page one hundred ninety three (193), of volume eight hundred forty one (841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

---PROPERTY TWO (2) was acquired by Diez, as per Deed Number Twenty Four (24), executed in Cabo Rojo, Puerto Rico, on December twenty nine (29), two thousand eleven (2011), before notary public Carlos Wilfredo Lamboy Santiago, presented at entry number two thousand nineteen

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dash one two nine four four nine S G zero one (2019-129449-SG01), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico. Said deed was clarified by Deed Number Twenty Three (23), , executed in Cabo Rojo, Puerto Rico, on December twenty six (26), two thousand twenty two (2022), before notary public Carlos Wilfredo Lamboy Santiago, presented at entry two thousand twenty two dash one six five one six two dash "S" "G" zero one (2022-165162-SG01) of Cabo Rojo, First Section of San Germán of the Registry of the Property of Puerto Rico.----------

---The real property tax identification number ("número de catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to PROPERTY TWO (2) is four zero two dash zero zero nine dash three twenty seven dash sixty nine dash zero zero zero (402-009-327-69-000).----------

---PROPERTY TWO (2) is subject to the following liens and/or encumbrances:----------

---By its origin, PROPERTY TWO (2) is free and clear of liens and encumbrances.----------

---By itself, PROPERTY TWO (2) is subject to the following liens and encumbrances:----------

-----(A) Restrictive covenants about use and edification, constituted as per Deed Number One Hundred Thirty Three (133), executed in Mayaguez, Puerto Rico, on November twenty (20), two thousand three (2003), before notary public Luis Roberto Santos, recorded at the overleaf of page one hundred ninety three (193), of volume eight hundred forty one

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(841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, parcel number eighteen thousand seven hundred ninety six (18,796), third (3rd) recording.----------

-----(B) Mortgage guaranteeing six (6) mortgage notes, in favor of its bearer, in the principal sum of three hundred thousand dollars ($300,000), with interest rate at twelve per cent (12%) per annum over the prevailing Prime Rate and due upon demand, constituted by Deed Number Sixteen (16), executed in Bayamón, Puerto Rico, on May fourteen (14), two thousand eight (2008), before notary public Edwin Gutiérrez Torres, recorded at the overleaf of page one hundred ninety three (193), of volume eight hundred forty one (841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, parcel number eighteen thousand seven hundred ninety six (18,796), fifth (5th) and last recording.-------

----------PROPERTY THREE (3)----------

---**"RUSTICA:** Parcela marcada con el Número Cincuenta y Nueve (59) del Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida cinco cuerdas (5 cdas.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En linderos: NORTE, con la Parcela Número Sesenta (60) y servidumbre de paso de diez (10) meteros de ancho de los cuales cinco (5) metros pertenecen a esta parcela; SUR, con la Parcela Número Cincuenta y Ocho (58) y servidumbre de paso de diez (10) metros de ancho de los cuales cinco (5) metros pertenecen a esta parcela; ESTE, con la Sucesión Morales Díaz; y OESTE, con la Parcela Número Cuarenta y Seis (46) y servidumbre de paso de diez (10) metros de ancho de los cuales cinco (5) metros pertenecen a esta parcela."----------

---PROPERTY THREE (3) is property number eighteen thousand seven hundred ninety seven (18,797), recorded at page one hundred ninety nine (199), of volume eight hundred

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forty one (841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

---PROPERTY THREE (3) was acquired by Diez, as per Deed Number Twenty Six (26), executed in Cabo Rojo, Puerto Rico, on December twenty nine (29), two thousand eleven (2011), before notary public Carlos Wilfredo Lamboy Santiago, presented at entry number two thousand twenty two dash one six five seven nine six "S""G" zero one (2022-165796-SG01), of Cabo Rojo, First Section of San Germán of the Registry of the Property of Puerto Rico, clarified by Deed Number Twenty Four (24), of December twenty six (26), two thousand twenty two (2022), executed in Cabo Rojo, Puerto Rico, before notary public Carlos Wilfredo Lamboy Santiago, presented at entry number two thousand twenty two dash one six five seven nine six "S""G" zero one (2022-165796-SG01), of Cabo Rojo, First Section of San Germán of the Registry of the Property of Puerto Rico.----------

---The real property tax identification number ("número de catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to PROPERTY THREE (3) is four zero two dash zero zero nine dash three twenty seven dash seventy one dash zero zero zero (402-009-327-71-000).----------

---PROPERTY THREE (3) is subject to the following liens and/or encumbrances:----------

---By its origin, PROPERTY THREE (3) is free and clear of liens and encumbrances.----------

---By itself, PROPERTY THREE (3) is subject to the following liens and encumbrances:----------

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-----(A) Restrictive covenants about use and edification, constituted as per Deed Number One Hundred Thirty Three (133), executed in Mayaguez, Puerto Rico, on November twenty (20), two thousand three (2003), before notary public Luis Roberto Santos, recorded at page one hundred ninety nine (199), of volume eight hundred forty one (841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, parcel number eighteen thousand seven hundred ninety seven (18,797), third (3rd) recording.----------

-----(B) Mortgage guaranteeing six (6) mortgage notes, in favor of its bearer, in the principal sum of one million five hundred seventy one thousand four hundred twenty eight dollars and fifty four cents ($1,571,428.54), of which one hundred forty two thousand eight hundred fifty seven dollars with fourteen cents ($142,857.14) corresponds or encumbers to PROPERTY THREE (3), with no interest and due upon demand, constituted by Deed Number Fifty Nine (59), executed in Mayaguez, Puerto Rico, on April six (6), two thousand four (2004), before notary public Luis Roberto Santos, recorded at page one hundred ninety nine (199), of volume eight hundred forty one (841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, parcel number eighteen thousand seven hundred ninety seven (18,797), fifth (5th) and last recording. PROPERTY THREE (3) was released from this mortgage pursuant to Deed Number Forty (40), executed in Mayaguez, Puerto Rico, on July ten (10), two thousand ten (2010), before notary public Luis Roberto Santos, presented for recording at entry two

thousand twenty two dash one five one nine five six dash "S" "G" zero one (2022-151956-SG01) of the First Section of San Germán of the Registry of the Property of Puerto Rico.----------

-----Two: Loma Linda is the sole owner in fee simple ("pleno dominio") and has the possession of the parcel of land described in the Spanish language as follows (hereinafter "PROPERTY FOUR (4)":----------

----------PROPERTY FOUR (4)----------

---"**RUSTICA:** Parcela marcada con el Número Sesenta (60) de la finca Bahía Bonita, radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida de diecinueve mil setecientos seis metros noventa y dos decímetros cuadrados (19,706.92 m.c.), equivalentes a cinco punto cero uno cuatro cero cuerdas (5.0140 cdas.). En linderos: NORTE, con la Parcela Número Sesenta y Uno (61) la cual contiene parte de la servidumbre de paso para su acceso de quince (15) metros de ancho; SUR, con la Parcela Número Cincuenta y Nueve (59) que contiene la servidumbre de paso para su acceso de quince (15) metros de ancho para esta parcela; ESTE, con finca de los Ramírez de Arellano; y OESTE, con las Parcelas Número Ciento Cuatro (104) y Ciento Nueve (109) las cuales ambas contienen parte de la servidumbre de paso para su acceso de quince (15) metros de ancho de los cuales siete punto cincuenta (7.50) metros pertenecen a esta parcela. Esta finca está afectada por una servidumbre de paso compuesta de mil veintiocho punto veintiuno metros cuadrados (1,028.21 m.c.) la cual se compone de siete punto cincuenta (7.50) metros lineales de ancho por ciento treinta y siete punto catorce (137.14) metros lineales de largo por su colindancia Oeste.----------

---Rectificada la cabida por haber sido objeto de mensura por el Agrimensor Frank Lozada Díaz, con licencia número cinco mil setecientos ochenta y siete (5787), certificada mediante declaración jurada número quince mil trescientos uno (15,301) del diez (10) de febrero de dos mil cuatro (2004), ante el notario Luis Roberto Santos y Escritura Número Treinta y Ocho (38), otorgada en Mayagüez, Puerto Rico, el uno (1) de marzo de dos mil cuatro (2004), ante el mismo notario e inscrita al folio doscientos dos (202), del tomo ochocientos cuarenta y uno (841) de Cabo Rojo, Sección de San Germán del Registro de la Propiedad de Puerto Rico, finca número dieciocho mil setecientos noventa y ocho (18,798), inscripción cuarta (4ta.).----------

---PROPERTY FOUR (4) is property number eighteen thousand seven hundred ninety eight (18,798), recorded at

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page number two hundred and two (202), of volume eight hundred forty one (841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

---PROPERTY FOUR (4) was acquired by Loma Linda pursuant to Deed Number Ninety Six (96), executed in Mayaguez, Puerto Rico, on June eight (8), two thousand four (2004), before notary public Luis Roberto Santos, recorded at page two hundred and two (202), of volume eight hundred forty one (841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, parcel number eighteen thousand seven hundred ninety eight (18,798), fifth (5th) recording.----------

---The real property tax identification number ("número de catastro") assigned by the Muncipal Revenue Collection Center ("CRIM") to PROPERTY FOUR (4) is four zero two dash zero zero nine dash three hundred twenty seven dash seventy two dash zero zero zero (402-009-327-72-000).-------

---PROPERTY FOUR (4) is subject to the following liens and/or encumbrances:----------

---By its origin, PROPERTY FOUR (4) is free and clear of liens and encumbrances.----------

---By itself, PROPERTY FOUR (4) is subject to the following liens and encumbrances.----------

-----(A) Restrictive covenants about use and edification, constituted as per Deed Number One Hundred Thirty Three (133), executed in Mayaguez, Puerto Rico, on November twenty (20), two thousand three (2003), before notary public Luis Roberto Santos, recorded at page two hundred and two

(202), of volume eight hundred forty one (841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, parcel number eighteen thousand seven hundred ninety eight (18,798), third (3rd) recording.----------

-----(B) Mortgage guaranteeing six (6) mortgage notes, in favor of its bearer, in the principal sum of three hundred thousand dollars ($300,000), with no interest and due on June eight (8), two thousand nine (2009), constituted by Deed Number Ninety Seven (97), executed in Mayaguez, Puerto Rico, on June eight (8), two thousand four (2004), before notary public Luis Roberto Santos, recorded at the overleaf of page two hundred and two (202), of volume eight hundred forty one (841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, parcel number eighteen thousand seven hundred ninety eight (18,798), fifth (5th) and last recording.----------

---PROPERTY ONE (1), PROPERTY TWO (2), PROPERTY THREE (3) and PROPERTY FOUR (4) will be jointly referred to hereinafter as the "Property".----------

---SECOND: Buyer wishes to acquire an option to buy the Property, with all its improvements, and rights and annexes, and Sellers wish to grant, and hereby grant, said option to Buyer (hereinafter the "Option"), which is done pursuant to this public instrument and in accordance with the following-----

----------TERMS AND CONDITIONS:----------

-----2.1. The purchase-sale price of the Property will be the lump sum of TWO MILLION ONE HUNDRED FIFTY THOUSAND DOLLARS ($2,150,000), of which SIX

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HUNDRED THOUSAND DOLLARS ($600,000) correspond to PROPERTY ONE (1), TWO HUNDRED THIRTY THOUSAND DOLLAS ($230,000) correspond to PROPERTY TWO (2), THREE HUNDRED NINETY FIVE THOUSAND TWO HUNDRED AND SIXTY NINE DOLLARS ($395,269) correspond to PROPERTY THREE (3) and NINE HUNDRED TWENTY FOUR THOUSAND SEVEN HUNDRED THIRTY ONE DOLLARS ($924,731) correspond to PROPERTY FOUR (4). Said TWO MILLION ONE HUNDRED FIFTY THOUSAND DOLLARS ($2,150,000) will be paid as follows:----------

----------2.1.1. the sum of TWO MILLION FORTY TWO THOUSAND FIVE HUNDRED DOLLARS ($2,042,500) will be payable in full, through manager's checks to the order of the Sellers, simultaneously with the execution of the purchase sale public deed whereby Buyer will acquire fee simple title to the Property and the possession thereof, pursuant to the Option (the "Purchase-Sale Deed"). Of said TWO MILLION FORTY TWO THOUSAND FIVE HUNDRED DOLLARS ($2,042,500), FIVE HUNDRED SEVENTY THOUSAND SIXTY ONE DOLLARS WITH SEVENTY FIVE CENTS ($570,061.75), will correspond and be allocated to Diez and PROPERTY ONE (1), TWO HUNDRED EIGHTEEN THOUSAND FIVE HUNDRED FORTY SEVEN DOLLARS WITH FIFTY CENTS ($218,547.50), will correspond and be allocated to Diez and PROPERTY TWO (2), THREE HUNDRED SEVENTY FIVE THOUSAND FOUR HUNDRED ELEVEN DOLLARS WITH FIFTY CENTS ($375,411.50), will

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correspond and be allocated to Diez and PROPERTY THREE (3), and EIGHT HUNDRED SEVENTY EIGHT THOUSAND FOUR HUNDRED SEVENETY NINE DOLLARS WITH TWENTY FIVE CENTS ($878,479.25), will correspond and be allocated to Loma Linda and PROPERTY FOUR (4).----------2.2. As consideration for the Option, Buyer has paid to Seller, simultaneously with the execution of this public deed or before its execution, the sum of ONE HUNDRED SEVEN THOUSAND FIVE HUNDRED DOLLARS ($107,500), as good faith deposit (the "Initial Deposit"), which will be non-reimbursable, except only as set forth below in this public deed. Sellers hereby acknowledge receipt of the Deposit. The Deposit is distributed and allocated among the four (4) parcels which comprise the Property as follows:----------The deposit to Diez for PROPERTY ONE (1) consists of THIRTY THOUSAND THREE DOLLARS WITH TWENTY FIVE CENTES ($30,003.25).----------The deposit to Diez for PROPERTY TWO (2) consists of ELEVEN THOUSAND FIVE HUNDRED TWO DOLLARS WITH FIFTY CENTS ($11,502.50).----------The deposit to Diez for PROPERTY THREE (3) consists of NINETEEN THOUSAND SEVEN HUNDRED FIFTY EIGHT DOLLARS WITH FIFTY CENTS ($19,758.50).----------The deposit to Loma Linda for PROPERTY FOUR (4) consists of FORTY SIX THOUSAND TWO HUNDRED THIRTY FIVE DOLLARS WITH SEVENTY FIVE CENTS ($46,235.75).----------

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-----2.3. The Option is granted for an initial term of one (1) year, starting on the date of execution of this public deed and ending on February twenty second (22nd), two thousand twenty four (2024) (the "Initial Term"). The Initial Term may be extended only as set forth hereinafter.----------

-----2.4 Upon the execution of the Purchase-Sale Deed, the Initial Deposit will be credited to the purchase-sale price of the Property.----------

-----2.5 The Initial Term may be extended up to one (1) additional year, up to the first (1st) anniversary of the maturity of the Initial Term, provided (i) Buyer requests said extension in writing on or before the maturity of the Initial Term; (ii) Buyer pays Sellers, on or before the maturity of the Initial Term, an additional amount of ONE HUNDRED SEVENTY TWO THOUSAND DOLLARS ($172,000) which will be distributed and allocated among the four (4) parcels which comprise the Property as follows (the "Second Deposit"):----------

---------The sum of FORTY EIGHT THOUSAND FIVE DOLLARS WITH TWENTY CENTS ($48,005.20), will correspond and be allocated to Diez and PROPERTY ONE (1).----------

---------The sum of EIGHTEEN THOUSAND FOUR HUNDRED AND FOUR DOLLARS ($18,404), will correspond and be allocated to Diez and PROPERTY TWO (2).----------

---------The sum of THIRTY ONE THOUSAND SIX HUNDRED THIRTEEN DOLLARS WITH SIXTY CENTS ($31,613.60), will correspond and be allocated to Diez and PROPERTY THREE (3).----------

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----------The sum of SEVENTY THREE THOUSAND NINE HUNDRED SEVENTY SEVEN DOLLARS WITH TWENTY CENTS ($73,977.20), will correspond and be allocated to Loma Linda and PROPERTY FOUR (4).----------

---The Initial Term, as extended, if extended, shall be hereinafter referred to as the "Term".----------

---The Initial Deposit and the Second Deposit, shall be hereinafter jointly referred to as the "Deposit").----------

-----2.6. If the Term ends and Buyer has not bought the Property within the Term (except for reasons attributable to Sellers), then the Deposit will be lost by Buyer, and will become the property of Sellers, as liquidated damages. If the Property cannot be bought by Buyer within the Term, for reasons attributable to Sellers, then Sellers will reimburse the Deposit to Buyer at the end of the Term. The parties acknowledge that reasons attributable to Sellers comprise only (i) the denial or inability of Sellers to execute the Purchase-Sale Deed within the Term; and (ii) the inability of Sellers to deliver to Buyer good title over the Property, free and clear of liens and encumbrances, except those imposed by its origin, laws and/or regulations.----------

-----2.7. The real estate property taxes payable to the Centro de Recaudaciones de Ingresos Muncipales ("CRIM"), and all special taxes (if applicable) of the Property will be the responsibility of Sellers and payable by Sellers up to the date of execution of the Purchase-Sale Deed (the "Closing Date"). Thereafter they shall be the responsibility of Buyer and payable by Buyer.----------

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-----2.8. The Purchase-Sale Deed shall be executed before a notary public selected by Buyer.----------

-----2.9. Deeds to cancel any liens or encumbrances affecting the Property existing at the time of execution of the Purchase-Sale Deed, except any permitted encumbrances will be executed no later than the Closing Date, before a notary public selected by Buyer.----------

-----2.10. Through the Purchase-Sale Deed, Buyer will acquire recordable fee simple title to the Property and the possession thereof, "as is, where is", free and clear of occupants, liens and encumbrances, except permitted encumbrances disclosed in this deed, if any. During the Term of the Option, Seller will have the possession of the Property and will be allowed to conduct legal business activities in the Property.----------

-----2.11. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of the Property of Puerto Rico of this public deed and of the Purchase-Sale Deed will be paid by Buyer.----------

-----2.12. The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of the Property of the deeds of cancellation mentioned in Section 2.9, above (if any) shall be paid by Seller.----------

-----2.13. This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them.----------

-----2.14. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of Puerto Rico in the event of any litigation pursuant to this public deed.

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-----2.15. All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

------TO SELLERS:----------
------Fernando Alberto Diez Antongiorgi ----------
------Arlene Divina Ramírez Kurtz----------
------Loma Linda, S.E.----------
------Urbanización Borinquen N-16----------
------Juan Morel Campos----------
------Cabo Rojo, PR 00623----------
------Electronic Mail: fdo10@aol.com----------

------TO BUYER:----------
------PR INVESTCO LLC----------
-------733 Third Avenue----------
-------New York, NY 10017----------
------Attention: Eileen Sawyer----------
-----Electronic Mail: roberto.ruiz@ccgc.com.do----------

------TO THE BROKER:----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920----------
------Attention: José Enrique Pérez Cruz----------
-----Electronic Mail: passportre@gmail.com----------

-----2.16. Sellers represents and warrants to Buyer that, to the best of Sellers' knowledge, in the Property there are no toxic, dangerous, contaminated or contaminating substances, and that the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----2.17. The appearing parties acknowledge that the Broker, mister José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the subject of this Option. The fees to Mr. Pérez Cruz

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and his associates, if any, for said service will be the responsibility of Buyer and paid simultaneously with the execution of the Purchase-Sale Deed, only if the Option is exercised by Buyer and Buyer buys the Property pursuant to the Option. Said fees will amount to ONE HUNDRED SEVEN THOUSAND FIVE HUNDRED DOLLARS ($107,500), equivalent to five percent (5%) of the purchase-sale price of the Property.----------

-----2.18. The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed.----------

-----2.19. In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgement or judicial order, then and in that event the rest of this public deed will continue in full force and effect.

-----2.20. During the Term, Buyer and its employees, agents and/or contractors are authorized to enter the Property to make studies, identify boundaries, take measurements and make inspections, during business days and hours, and the persons entering the Property pursuant to this authorization will be responsible for the damages suffered or caused by them in the Property. Every employee who enters the Property pursuant to this authorization will be insured by a valid policy of the Puerto Rico State Insurance Fund, and, if applicable, of the "Chauffers' Insurance" or "Seguro Choferil". In addition, Buyer will have in place, during the term of the Option, a public liability insurance policy covering damages caused or suffered in the Property by the persons who enter it

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pursuant to this authorization, with a minimum coverage of ONE MILLION DOLLARS ($1,000,000) per occurrence. Sellers will appear as co-insured in the policy, together with Buyer.----------

-----2.21. During the Term, Buyer is authorized to seek the approvals, permits and endorsements necessary for the development in the Property of a residential, recreational and tourism project, or of part of a residential, recreational and tourism project, provided the existing DTS zoning of the Property is not changed, and that such approvals, permits and endorsements (i) comply with the requirements of the existing DTS zoning of the Property; and (ii) do not negatively affect and/or diminish the value or quality of the Property. Sellers hereby commit to confirm this authorization in writing if required by Buyer, for presentation to the corresponding public or governmental agencies and entities. If the Property is not purchased by Buyer, all approvals, permits and endorsements obtained by Buyer for the Property pursuant to the aforesaid authorization, and any studies, map surveys, designs or any other resource used to obtain those permits and approvals, will be transferred and assigned by Buyer to Seller at the end of the Term, at no cost to Sellers.----------

-----2.22. The Property may not be altered during the Term, except only if specifically authorized in advance, in writing, by Sellers and Buyer.----------

-----2.23. The Option is not transferable by Sellers. Conversely, Buyer is authorized to transfer or assign this agreement and all its rights and obligations hereunder, at the

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sole option and discretion of Buyer.----------

---**THIRD:** Additional Documentation. The parties hereto agree to execute and deliver any additional instruments and documents that may be necessary to record the transaction contemplated in this deed in the Registry of the Property of Puerto Rico. Any costs and expenses, including attorneys' fees, incurred in connection with the execution of any additional instruments and documents shall be for the account of the Buyer. ----------

---**FOURTH:** Request to the Registrar. The Honorable Registrar of the Property of Puerto Rico is respectfully requested to record in the Registry of the Property of Puerto Rico the Option, as set forth in this deed.----------

---**FIFTH:** If Buyer does not purchase the Property pursuant to the Option, Buyer will, within thirty (30) consecutive calendar days after the end of the Term, at Buyer's cost and expense, (i) cancel the lien or encumbrance on the Property created by the Option; and (ii) file for recordation in the Registry of the Property of Puerto Rico any and all documents needed for the recording of said cancellation in the Registry of the Property. If the appearance of Sellers is required in said cancellation, Sellers will appear therein.----------

----------ACCEPTANCE AND WARNINGS----------

---The appearing parties to this deed accept the same as drafted because it has been drawn up in accordance with their stipulations, terms and conditions. I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this deed and they were fully advised by me

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thereon. Specifically, I advised them of the following:----------

-----(a) That any liens or encumbrances affecting title to the Property that may be filed for recordation prior to the filing of this deed may be legally binding and could take precedence over this deed.----------

-----(b) It is advisable to verify the status of liens and encumbrances on the Property as they may appear from the Registry of the Property of Puerto Rico on the date hereof and of the adverse consequences which may result from the failure to do so. To this effect, the appearing parties have been warned and advised by the subscribing Notary Public about the following: (i) that the digital system of recordation of the Digital Registry of Immovable Property of the Commonwealth of Puerto Rico provides Access to the Electronic Diary of Daily Operations, the Electronic Book of Recordations, and the Single Book of Liens ("Libro Unico de Embargos") twenty four (24) hours a day, seven (7) days a week for both inquiries and filings which may affect the registration or rights under this deed; (ii) that said electronic books have been reviewed up to the date of the title search prepared for this transaction; and (iii) that the authorizing Notary Public has not consulted the Registry of the Property of Puerto Rico in any way whatsoever after the date of the aforementioned title search, to all of which the appearing parties give their acceptance and compliance, being fully aware of its consequences.----------

-----(c) That this deed was prepared in accordance with title searches (the "Title Searches"), prepared by **Maribel Vargas**

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Ramos, a person engaged in such business, and not by the undersigned Notary. The aforementioned Title Searches are dated October 6, two thousand twenty two (2022). An additional title search was prepared for PROPERTY THREE (3) by Capital Title Services, LLC, on January thirteen (13), two thousand twenty three (2023). Also, the undersigned Notary Public relied upon a Certification of Real Property ("Certificación de Propiedad Inmueble"), for PROPERTY THREE (3), signed electronically by the Registrar of the Property of Puerto Rico, Larissa Maldonado Carrasco, on January seventeen (17), two thousand twenty three (2023), at three thirty nine p.m. (3:39 pm), to assess the status of the liens and encumbrances over PROPERTY THREE (3).----------(d) The appearing parties accept the Title Searches and the Certificación de Propiedad Inmueble mentioned above, and are satisfied with the contents thereof. Consequently, the appearing parties release the Notary from any responsibility due to errors or omissions in said Title Searches and in the Certificación de Propiedad Inmueble and/or due to any changes in the title to the Property or in its liens and encumbrances that might occur between the date of the Title Searches and the date this deed is presented to the Registry of the Property of Puerto Rico for registration.----------(e) The necessity and convenience of obtaining a negative certification of debt from the Municipal Revenue Collection Center tax rolls (CRIM – Centro de Recaudaciones de Ingresos Municipales) regarding the Property.----------(f) This deed must be recorded in the appropriate Section

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of the Registry of the Property of Puerto Rico in order to bind all rights herein to third-parties.----------

---The appearing parties waived the right which I advised them they had to have witnesses to the execution of this deed; but, upon my advice, made use of their right to read the same, and, finding it drafted to their entire satisfaction, having been advised by me, the Notary, of the pertinent legal warnings and reservations, acknowledging that they have understood this deed in all its parts, fully ratify and confirm the statements contained herein as the true and exact embodiment of their stipulations, terms, and conditions, proceed to sign before me, and to affix their initials on each folio of the same.----------

---And I, the Notary, do hereby CERTIFY AND ATTEST as to my personal knowledge or identification of the appearing parties and as to their personal circumstances, in accordance with their statements, as well as to all other things herein contained.----------

---I, the Notary, CERTIFY AND GIVE FAITH.----------

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---I HEREBY CERTIFY, that the first certified copy of the present deed was issued in favor of Buyer, at the same date and place of the execution thereof. I ATTEST. ----------

NOTARY

----------**DEED NUMBER THREE (3)**----------

----------**PURCHASE AND SALE** ----------

---In San Juan, Puerto Rico, on this fifth (5th) day of February, two thousand twenty-four (2024). ----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with residence and offices in San Juan, Puerto Rico.----------

----------**APPEAR**----------

---AS THE PARTY OF THE FIRST PART: **NORMA ROMÁN IRIZARRY**, of legal age, single, property owner, and resident of San Juan, Puerto Rico; and **DORIS ROMÁN IRIZARRY**, of legal age, single, property owner, and resident of Cabo Rojo, Puerto Rico (hereinafter, collective referred to as, "Sellers"). ----------

---AS THE PARTY OF THE SECOND PART: **CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "Buyer"), a limited liability company organized, existing and in good standing under the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, GLADYS OMAYRA FONTÁNEZ REYES, who is of legal age, single, attorney at law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this Deed arises from a Certificate of Resolution of Buyer signed by Eileen Sawyer, as Manager of Buyer, on February one (1), two thousand twenty-four (2024), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engines of the Department of State and the Office of Information Technology Services of the State of New York. I further certify that I have examined the aforesaid Certificate of Resolution of Buyer and that it is adequate and sufficient, and complies with all legal requirements

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under Puerto Rico law, to authorize Ms. Fontánez Reyes to appear herein on behalf of Buyer. ----------

---I hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective age, civil status, occupation and residence. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily,----------

----------**STATE AND AGREE**----------

---**FIRST:** Sellers are the owners in fee simple title ("*pleno dominio*"), and have the possession of the parcel of land described in the Spanish language as follows (hereinafter, the "Property"):----------

---"*RUSTICA: Parcela marcada con el número ciento doce (112) de la finca Bahía Bonita, radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida mensurada de veintiún mil trescientos treinta y cuatro metros cuadrados con noventa centímetros cuadrados (21,334.90 m.c.), equivalentes a cinco cuerdas con cuatro mil doscientos ochenta y dos diez milésimas de otra (5.4282 cdas.). En linderos, por el NORTE, con la parcela número ciento trece (113); por el SUR, con la parcela número ciento diez (110) que contiene parte de la servidumbre de paso para su acceso de quince (15) metros de ancho, de los cuales siete punto cincuenta (7.50) metros pertenecen a esta parcela; por el ESTE, con la parcela número ciento cuatro (104) y con la parcela número ciento nueve (109), la cual contiene parte de la servidumbre de paso para su acceso de quince (15) metros de ancho; y por el OESTE, con la parcela número cuarenta y cuatro (44).* ----------

---*Descrita luego de Rectificación de Cabida hecha por el Agrimensor Frank Lozada Díaz, mediante la escritura número uno (1), otorgada en Mayagüez, Puerto Rico, el día doce (12) de enero de dos mil cuatro (2004), ante el notario público Luis Roberto Santos, inscrita al folio setenta (70) del tomo ochocientos cuarenta y tres (843) de Cabo Rojo de la Sección de San Germán del Registro de la Propiedad de Puerto Rico, finca número dieciocho mil ochocientos cuarenta y seis (18,846), inscripción tercera (3ª).*"----------

---The Property is recorded at page 25 of volume 511 of Cabo Rojo, property number 18,846, Section of San Germán of the Registry of Property of Puerto Rico (the "Registry"). ----------

---The Property was acquired by Sellers by donation, pursuant to Deed Number Five (5), executed in San Sebastián, Puerto Rico, on February four (4), two thousand fifteen (2015), before Notary Gerardo Pérez

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Echevarría, recorded as the fifth (5th) inscription of Property 18,846.----- ---The tax identification number ("*número de catastro*") assigned to the Property by the Municipal Revenues Collection Center ("CRIM") is 402-009-327-84-000. ----------

----------**LIENS AND ENCUMBRANCES** ----------

---By its origin, the Property is free of liens and encumbrances. ----------

---By itself, the Property is subject to:----------

----(A) Mortgage (hereinafter, the "Mortgage") to secure a promissory note in the principal sum of Four Hundred Thousand Dollars ($400,000), of which Forty Thousand Dollars ($40,000) constitute a lien over the Property, payable to the bearer, with annual interest at six percent (6%), payable in seven annual installments, beginning on January twenty-four (24), nineteen ninety-three (1993) constituted pursuant to Deed Number Thirteen (13), executed in Cabo Rojo, Puerto Rico, on January twenty-four (24), nineteen hundred eighty-two (1982), before Notary Rafael Doitteau Cruz, recorded at page 25 of volume 511 of Cabo Rojo, second (2nd) inscription under property 18,846. The Mortgage was cancelled by lapse of the statute of limitations, pursuant to a notarial instrument (*Instancia*) filed at the Registry and pending recordation under entry number 2023-058031-SG01.----------

---**SECOND:** On August four (4), two thousand twenty-three (2023), Sellers granted to Buyer's affiliate, PR Investco LLC ("PR Investco"), an option to purchase the Property, pursuant to an Option to Purchase Agreement (*Contrato de Opción*) (hereinafter, the "Purchase Agreement"). The parties hereto acknowledge and agree that PR Investco has assigned to Buyer all of its rights and obligations under the Purchase Agreement, and that Buyer is the permitted assignee and successor of PR Investco thereunder. ----------

----------**PURCHASE AND SALE**----------

---**THIRD:** In accordance with the Purchase Agreement, Sellers hereby

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sell, convey and transfer fee simple title ("*pleno dominio*") to the Property and the possession thereof to Buyer, and Buyer hereby purchases from Sellers fee simple title ("*pleno dominio*") to the Property and the possession thereof, in accordance with the following ----------

----------**TERMS AND CONDITIONS**----------

-----One: The purchase price of the Property is the lump sum of **ONE MILLION DOLLARS ($1,000,000)** (hereinafter the "Purchase Price").

-----Two: The Purchase Price is payable as follows: ----------

------(A) The sum of ONE HUNDRED THOUSAND DOLLARS ($100,000) was paid by Buyer to Sellers concurrently with the execution of the Purchase Agreement, which amount has been credited in its entirety to the Purchase Price. ----------

------(B) Concurrently with the execution of this Deed, Buyer has delivered to Sellers the sum of NINE HUNDRED THOUSAND DOLLARS ($900,000). Said sum has been paid by Buyer to Sellers by certified or manager's check to the order of Sellers and Sellers hereby acknowledge receipt thereof in form and substance acceptable to Buyer.

-----Three: Buyer shall be entitled to the immediate possession of the Property, without any additional formality, document or request. ---------

-----Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of Sellers and, thereafter, for the account of Buyer. ----------

-----Five: Sellers hereby deliver to Buyer fee simple title to the Property, vacant, and free and clear of all liens, encumbrances or defects. ----------

-----Six: Buyer specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) Sellers hereby sell and Buyer hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from Sellers or any of Seller's agents,

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employees, members, representatives, attorneys or brokers (each such party, a "Sellers Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by Sellers to Buyer (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof, its facilities, soils, geology, and groundwater; (b) the dimensions, area, and size of the Property; (c) the development or income potential, or rights of or relating to the Property or the adequacy of the Property for any particular purpose, (d) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of Buyer or any other person to obtain any necessary governmental approvals, licenses, or permits for Buyer's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters regarding the operation of the Property. Buyer further acknowledges and agrees that Sellers are under no duty to make any inquiry regarding any matter that may or may not be known to Sellers or any Sellers Affiliate. Upon execution of this public deed, Buyer shall assume the risk of adverse matters relating to adverse investigations, and Buyer, upon execution of this public deed, shall be deemed to have waived, relinquished and released Sellers and all Sellers Affiliates from and against any and all

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claims, of any and every kind or character (including attorneys' fees), known or unknown, which Buyer might have asserted or alleged or may assert or allege in the future against Sellers or any Sellers Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution of this deed. ----------

-----Seven: Sellers represent and warrant to Buyer that, to the best of their knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that, to the best of Sellers' knowledge, the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----Eight: The notarial fees, stamps on the original, stamps on the first certified copy, filing and recording rights of this Deed at the Registry will be paid by Buyer.----------

-----Nine: This Deed will be interpreted and governed in accordance with the laws of the Commonwealth of Puerto Rico. The appearing parties submit themselves to the exclusive jurisdiction of the Court of First Instance of the Commonwealth of Puerto Rico in the event of any litigation arising out of this Deed.----------

-----Ten: All notices to the parties pursuant to this Deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

----TO SELLERS: ----------

------Norma Román Irizarry----------
------Doris Román Irizarry ----------
------PO Box 862----------
------Boquerón, PR 00622 ----------

------With a copy to: Luis Ángel Ramírez Vélez, Esq.----------
------23 Urb. Bonilla----------
------Cabo Rojo, PR 00623-3141 ----------
------Electronic Mail: bufeteramirezvelez@yahoo.com----------
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----TO BUYER:----------

------CABO ROJO LAND ACQUISITION LLC----------
------733 Third Avenue ----------
------New York, NY 10017----------
------Attention: Eileen Sawyer ----------
------Electronic Mail: roberto.ruiz@ccgc.com.do----------

-----Eleven: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

-----Twelve: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the remaining provisions of this Deed will continue in full force and effect.----------

-----Thirteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver such documents or instruments, public or private, which may be necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any correction deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of Buyer, except that each party shall bear the fees of their respective counsel.----------

---**FOURTH:** The Notary advises Buyer as to the importance of filing the corresponding property change of ownership application before the CRIM, and to obtain, prior to the execution of this deed, a certification indicating whether any sums related to property taxes are owed by Seller. Pursuant to applicable law, Buyer is responsible for filing at the CRIM the corresponding application for property tax exemption and /or change of ownership, within thirty (30) days from the date of execution hereof. Buyer hereby declares that it is fully aware of the aforementioned obligations and releases the undersigned Notary from this responsibility.

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----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ---

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstract was prepared by Capital Title Services Inc. and is dated January twenty-four (24), two thousand twenty-four (2024);----------

-----(c) that after the date of such title abstract and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry as of the date of the title abstract;----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification; ----------

-----(e) of the right of the Buyer to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights;----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the

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regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.; ----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property; ----------

-----(h) of the importance of recording a copy of this deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this deed is not recorded at the Registry; ----------

-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property; ----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations; ----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its contents; ----------

-----(l) of the need and consequences to the Sellers of filing the *Planilla Informativa Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles* with the Puerto Rico Treasury Department; and ----------

-----(m) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et seq.*, is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Seller, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for

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the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the Sellers and their agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed.----------

----------**READING, ACCEPTANCE AND EXECUTION** ----------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their initials on each page thereof.----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

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CERTIFICO que en la misma fecha y lugar de su otorgamiento expedí primera copia certificada a favor de la parte compradora. DOY FE. ----

Notario(a) Público(a)

----DEED NUMBER THIRTEEN (13)----------

------ DEED OF OPTION TO PURCHASE REAL ESTATE ------

---In the City of San Juan, Puerto Rico, on this seventeenth (17th) day of February, two thousand twenty three (2023),-------

---------- **BEFORE ME,** ----------

---MARIA DEL ROSARIO PUJOL THOMPSON, Attorney-at-Law and Notary Public in and for the Commonwealth of Puerto Rico, with residence in Guaynabo, Puerto Rico, and offices located at suite two hundred (200), Puerta del Condado Building, one thousand ninety five (1095) Wilson Street, San Juan, Puerto Rico,----------

---------- **APPEAR:** ----------

---AS PARTY OF THE FIRST PART: EDGARDO MANUEL HERNANEZ ALVARADO (hereinafter referred to as "EDGARDO"), and his spouse, CYNTHIA CARIDAD MELENDEZ SALGADO (hereinafter referred to as "CYNTHIA"), both of legal age, married to each other, property owners and residents of the State of Tennessee, United States of America, who appear herein in their respective personal capacities and as representatives of the conjugal partnership constituted by and between them in accordance with the laws of Puerto Rico. CYNTHIA appears herein represented by her attorney in fact, her husband EDGARDO, pursuant to a General Power of Attorney ("Poder General"), constituted as per deed number seventy one (71), executed in Naranjito, Puerto Rico, on December twenty eight (28), two thousand twenty two (2022), before notary public Héctor Manuel Marrero Marrero. The aforementioned General Power of Attorney was recorded as number eighteen

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fourteen dash four hundred thirty (1814-430) at the "Oficina de Inspección de Notarías ("ODIN") on January ten (10), two thousand twenty three (2023). I, the Notary, hereby certify that I have had before me a certified copy of said General Power of Attorney, that I have reviewed it, together with a certified copy of the aforesaid General Power of Attorney, and that, in my opinion, said document is legally valid and correct, and comply with all legal requirements needed to authorize EDGARDO to appear in this public deed on behalf of CYNTHIA, as attorney in fact of CYNTHIA. EDGARDO and CYNTHIA will be jointly referred to hereinafter as "Sellers".----------

---AS PARTY OF THE SECOND PART: PR INVESTCO LLC (hereinafter "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of the State of Delaware, United States of America, represented herein by its authorized representative, MS. GLADYS OMAYRA FONTANEZ REYES, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this public deed arises from Certificate of Resolution of PR INVESTCO LLC signed by Eileen Sawyer, in her capacity of Manager of PR INVESTCO LLC, on February fifteen (15), two thousand twenty three (2023), in New York, New York, United States of America, before notary public Eric Orenstein, an original of which I, the Notary, hereby certify to have had before me, and which, in my opinion, is in full compliance with all legal requirements to authorize Ms. Gladys Omayra Fontanez Reyes to appear in this public deed on behalf of Buyer; and----

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---**AS THE PARTY OF THE THIRD PART:** Mister **JOSE ENRIQUE PEREZ CRUZ**, also known as José E. Pérez (hereinafter the "Broker"), who is of legal age, married, real estate broker, and resident of Bayamón, Puerto Rico.----------

---I, the Notary, certify that I am personally acquainted with all parties, and, through their statements, I further certify as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and accordingly they do hereby----------

----------STATE AND AGREE----------

---**FIRST:** The Property; Title, Liens and Encumbrances.------

-----One. Title. Sellers are the sole owners in fee simple title ("pleno dominio") and have the possession of the parcel of land described in the Spanish language as follows (hereinafter the "PROPERTY"):----------

---**"RUSTICA:** Barrio Boquerón de Cabo Rojo, Puerto Rico. Solar: veintidós (22). Cabida: veinte mil cuatrocientos veintisiete punto seiscientos setenta y seis (20,427.676) metros cuadrados. Linderos: NORTE, con la parcela número cincuenta y tres (53) de Monte Carlo y con su camino de acceso de catorce punto cero cero (14.00) metros de ancho. SUR, con la parcela número ochenta y nueve (89) de Monte Carlo y con su camino de acceso de catorce punto cero cero (14.00) metros de ancho. ESTE, con la parcela cuarenta y cinco (45) del Fideicomiso Bahía Bonita, Inc., la cual contiene una servidumbre de paso de cinco (5) metros de ancho para el establecimiento de utilidades públicas y con la parcela cuarenta y seis (46) del Fideicomiso Bahía Bonita, Inc. OESTE, con la parcela número cuarenta (40) de Monte Carlo y con su camino de acceso de catorce punto cero cero (14.00) metros de ancho."----------

---The PROPERTY is property number eighteen thousand eight hundred thirty one (18,831), recorded at page two hundred thirty five (235), of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

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---The PROPERTY was acquired by Sellers through Deed Number One Hundred and Nine (109), executed in Bayamón, Puerto Rico, on December twenty nine (29), two thousand twenty one (2021), before notary public Roberto Almodóvar Rodríguez, presented for recording at entry two thousand twenty two dash zero zero forty one zero two dash "S" "G" zero one (2022-004102-SG01) of the Karibe System on January fourteen (14), two thousand twenty two (2022).--------

---The real property tax identification number ("número de catastro") assigned by the Muncipal Revenue Collection Center ("CRIM") to the PROPERTY is four zero two dash zero nineteen dash three hundred twenty seven dash thirty seven dash zero zero zero (402-019-327-37-000).----------

---The PROPERTY is subject to the following liens and/or encumbrances:----------

---By its origin, the PROPERTY is encumbered by a right of way.----------

---By itself, the PROPERTY is free of liens and encumbrances.----------

---SECOND: Buyer wishes to acquire an option to buy the PROPERTY, with all its improvements, and rights and annexes, and Sellers wish to grant, and hereby grant, said option to Buyer (hereinafter the "Option"), which is done pursuant to this public instrument and in accordance with the following:----------

----------TERMS AND CONDITIONS:----------

-----2.1. The purchase-sale price of the PROPERTY will be the lump sum of ONE MILLION TWENTY ONE THOUSAND THREE HUNDRED EIGHTY THREE DOLLARS WITH

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EIGHTY CENTS ($1,021,383.80), payable as follows:----------

----------2.1.1. the sum of ONE HUNDRED TWO THOUSAND ONE HUNDRED THIRTY EIGHT DOLLARS WITH THIRTY EIGHT CENTS ($102,138.38) has been paid by Buyer to Sellers simultaneously with the execution of this public deed, as consideration for the Option, as good faith deposit (the "Deposit"), which will be non-reimbursable, except only as set forth below in this public deed. Sellers hereby acknowledge receipt of the Deposit.----------

----------2.1.2 the sum of THREE HUNDRED SIX THOUSAND FOUR HUNDRED FIFTEEN DOLLARS WITH FOURTEEN CENTS ($306,415.14) will be payable in full, through manager's check to the order of Sellers, simultaneously with the execution of the purchase sale public deed whereby Buyer will acquire fee simple title to the PROPERTY and the possession thereof, pursuant to the Option (the "Purchase-Sale Deed").----------

----------2.1.3. the sum of SIX HUNDRED TWELVE THOUSAND EIGHT HUNDRED THIRTY DOLLARS WITH TWENTY EIGHT CENTS ($612,830.28) will be deferred (the "Deferred Purchase Price") and payable in two (2) annual installments of THREE HUNDRED SIX THOUSAND FOUR HUNDRED FIFTEEN DOLLARS WITH FOURTEEN CENTS ($306,415.14) each, on the first (1st) and second (2nd) anniversary of the execution of the Purchase-Sale Deed, respectively.----------

---Interest on the outstanding principal balance of the Deferred Purchase Price will accrue, beginning on the date of execution of the Purchase Sale Deed and until full payment

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thereof, at the simple rate of five per cent (5%) per annum, payable together with each of the aforementioned installments of the Deferred Purchase Price.----------

---The Deferred Purchase Price will evidenced and guaranteed by one (1) promissory note, in the principal amount of SIX HUNDRED TWELVE THOUSAND EIGHT HUNDRED THIRTY DOLLARS WITH TWENTY EIGHT CENTS ($612,830.28), which will be in turn guaranteed by a first mortgage in the principal sum of SIX HUNDRED TWELVE THOUSAND EIGHT HUNDRED THIRTY DOLLARS WITH TWENTY EIGHT CENTS ($612,830.28) (the "$612,830.28 Mortgage") encumbering the PROPERTY, issued by Buyer to the order of Sellers, due in two (2) annual installments of THREE HUNDRED SIX THOUSAND FOUR HUNDRED FIFTEEN DOLLARS WITH FOURTEEN CENTS ($306,415.14) each, on the first (1st) and second (2nd) anniversary of the execution of the Purchase Sale Deed, respectively, with interest at five per cent (5%) per annum, from the date of execution of the Purchase-Sale Deed until full payment thereof, payable together with each of the aforementioned installments of principal.----------

---The deed of constitution of the $612,830.28 Mortgage will be executed before a notary public selected by Buyer. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of the Property of Puerto Rico of the deed of constitution of the $612,830.28 Mortgage will be paid by Buyer.----------

-----2.2. In addition to the Deposit and as an additional *sine qua non* condition and consideration for the Option, Buyer will

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pay to Seller a non-refundable fee (which will not be credited to the purchase-sale price of the PROPERTY), in an amount equivalent to five per cent (5%) per annum on the principal sum of NINE HUNDRED NINETEEN THOUSAND TWO HUNDRED FORTY FIVE DOLLARS WITH FORTY TWO CENTS ($919,245.42), from the date of execution of this public deed until (i) the date of execution of the Purchase-Sale Deed; or (ii) the date this Option ends for any reason whatsoever, whichever occurs first. Said non-refundable fee shall be paid in monthly installments, starting thirty (30) calendar days after the execution of this public deed and until (i) the date of execution of the Purchase-Sale Deed; or (ii) the date this Option ends for any reason whatsoever, whichever occurs first.----------

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-----2.3. The Option is granted for a term of one (1) year, starting on the date of execution of this public deed and ending on February seventeen (17), two thousand twenty four (2024) (the "Term").----------

-----2.4. Upon the execution of the Purchase-Sale Deed, the Deposit will be credited to the portion of the purchase-sale price payable on the date of execution of the Purchase-Sale Deed.----------

-----2.5. If the Term ends and Buyer has not bought the PROPERTY within the Term (except for reasons attributable to Sellers), then the Deposit will be lost by Buyer, and will become the property of Sellers, as liquidated damages. If the PROPERTY cannot be bought by Buyer within the Term, for reasons attributable to Sellers, then Sellers will reimburse the Deposit to Buyer at the end of the Term.----------

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-----2.6. The real estate property taxes payable to the Centro de Recaudaciones de Ingresos Muncipales ("CRIM"), and all special taxes (if applicable) of the PROPERTY will be the responsibility of Sellers and payable by Sellers up to the date of execution of the Purchase-Sale Deed (the "Closing Date"). Thereafter they shall be the responsibility of Buyer and payable by Buyer.----------

-----2.7. The Purchase-Sale Deed shall be executed before a notary public selected by Buyer.----------

-----2.8. Deeds to cancel any liens or encumbrances affecting the PROPERTY, if any, existing at the time of execution of the Purchase-Sale Deed, except any permitted encumbrances will be executed no later than the Closing Date, before a notary public selected by Buyer.----------

-----2.9. Through the Purchase-Sale Deed, Buyer will acquire recordable fee simple title to the PROPERTY and the possession thereof, "as is, where is", free and clear of occupants, liens and encumbrances, except permitted encumbrances disclosed in this deed, if any. During the Term of the Option, Sellers will have the possession of the PROPERTY and will be allowed to conduct legal business activities in the PROPERTY.----------

-----2.10. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of the Property of Puerto Rico of this public deed and of the Purchase-Sale Deed will be paid by Buyer.----------

-----2.11. The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of the Property of the deeds of cancellation mentioned in

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Section 2.8, above (if any) shall be paid by Sellers.----------

-----2.12. This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them.----------

-----2.13. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of Puerto Rico in the event of any litigation pursuant to this public deed.

-----2.14. All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

------TO SELLERS:----------
------EDGARDO MANUEL HERNANDEZ ALVARADO----------
------CYNTHIA CARIDAD MELENDEZ SALGADO----------
------1320 Riding Brook Dr.----------
------Colllierville, Tennessee 38017----------
-----Electronic Mail: edgardo328@gmail.com----------

------TO BUYER:----------
------PR INVESTCO LLC----------
-------733 Third Avenue----------
-------New York, NY 10017----------
------Attention: Eileen Sawyer----------
-----Electronic Mail: roberto.ruiz@ccgc.com.do----------

------TO THE BROKER:----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920----------
------Attention: José Enrique Pérez Cruz----------
-----Electronic Mail: passportre@gmail.com----------

-----2.15. Sellers represent and warrant to Buyer that, to the best of Sellers' knowledge, in the PROPERTY there are no toxic, dangerous, contaminated or contaminating substances, and that the PROPERTY has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----2.16. The appearing parties acknowledge that the Broker, mister José Enrique Pérez Cruz, real estate broker

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with Puerto Rico license number ten thousand four hundred seventy eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the subject of this Option. The fees to Mr. Pérez Cruz and his associates, if any, for said service will be the responsibility of Buyer and paid simultaneously with the execution of the Purchase-Sale Deed, only if the Option is exercised by Buyer and Buyer buys the PROPERTY pursuant to the Option. Said fees will amount to FIFTY TWO THOUSAND ONE HUNDRED FIFTY SIX DOLLARS WITH EIGHTY TWO CENTS ($52,156.82), equivalent to five percent (5%) of the purchase-sale price of the PROPERTY.----------

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-----2.17. The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed.----------

-----2.18. In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgement or judicial order, then and in that event the rest of this public deed will continue in full force and effect.

-----2.19. During the Term, Buyer and its employees, agents and/or contractors are authorized to enter the PROPERTY to make studies, identify boundaries, take measurements and make inspections, during business days and hours, and the persons entering the PROPERTY pursuant to this authorization will be responsible for the damages suffered or caused by them in the PROPERTY. Every employee who enters the PROPERTY pursuant to this authorization will be insured by a valid policy of the Puerto Rico State Insurance

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Fund, and, if applicable, of the "Chauffers' Insurance" or "Seguro Choferil". In addition, Buyer will have in place, during the term of the Option, a public liability insurance policy covering damages caused or suffered in the PROPERTY by the persons who enter it pursuant to this authorization, with a minimum coverage of ONE MILLION DOLLARS ($1,000,000) per occurrence. Sellers will appear as co-insured in the policy, together with Buyer.----------

-----2.20. During the Term, Buyer is authorized to seek the approvals, permits and endorsements necessary for the development in the PROPERTY of a residential, recreational and tourism project, or of part of a residential, recreational and tourism project, provided the existing DTS zoning of the PROPERTY is not changed, and that such approvals, permits and endorsements (i) comply with the requirements of the existing DTS zoning of the PROPERTY; and (ii) do not negatively affect and/or diminish the value or quality of the PROPERTY. Sellers hereby commit to confirm this authorization in writing if required by Buyer, for presentation to the corresponding public or governmental agencies and entities. If the PROPERTY is not purchased by Buyer, all approvals, permits and endorsements obtained by Buyer for the PROPERTY pursuant to the aforesaid authorization will be transferred and assigned by Buyer to Sellers at the end of the Term, at no cost to Sellers.----------

-----2.21. The PROPERTY may not be altered during the Term, except only if specifically authorized in advance, in writing, by Sellers and Buyer.----------

-----2.22. The Option is not transferable by Sellers.

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Conversely, Buyer is authorized to transfer or assign this agreement and all its rights and obligations hereunder, at the sole option and discretion of Buyer.----------

---**THIRD:** Additional Documentation. The parties hereto agree to execute and deliver any additional instruments and documents that may be necessary to record the transaction contemplated in this deed in the Registry of the Property of Puerto Rico. Any costs and expenses, including attorneys' fees, incurred in connection with the execution of any additional instruments and documents shall be for the account of the Buyer. ----------

---**FOURTH:** Request to the Registrar. The Honorable Registrar of the Property of Puerto Rico is respectfully requested to record in the Registry of the Property of Puerto Rico the Option, as set forth in this deed.----------

---**FIFTH:** If Buyer does not purchase the PROPERTY pursuant to the Option, Buyer will, within thirty (30) consecutive calendar days after the end of the Term, at Buyer's cost and expense, (i) cancel the lien or encumbrance on the PROPERTY created by the Option; and (ii) file for recordation in the Registry of the Property of Puerto Rico any and all documents needed for the recording of said cancellation in the Registry of the Property. If the appearance of Sellers is required in said cancellation, Sellers will appear therein.----------

----------ACCEPTANCE AND WARNINGS----------

---The appearing parties to this deed accept the same as drafted because it has been drawn up in accordance with their stipulations, terms and conditions. I, the Notary, made to the

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appearing parties the necessary legal warnings concerning the execution of this deed and they were fully advised by me thereon. Specifically, I advised them of the following:----------

-----(a) That any liens or encumbrances affecting title to the PROPERTY that may be filed for recordation prior to the filing of this deed may be legally binding and could take precedence over this deed.----------

-----(b) It is advisable to verify the status of liens and encumbrances on the PROPERTY as they may appear from the Registry of the Property of Puerto Rico on the date hereof and of the adverse consequences which may result from the failure to do so. To this effect, the appearing parties have been warned and advised by the subscribing Notary Public about the following: (i) that the digital system of recordation of the Digital Registry of Immovable Property of the Commonwealth of Puerto Rico provides Access to the Electronic Diary of Daily Operations, the Electronic Book of Recordations, and the Single Book of Lines ("Libro Unico de Embargos") twenty four (24) hours a day, seven (7) days a week for both inquiries and filings which may affect the registration or rights under this deed; (ii) that said electronic books have been reviewed up to the date of the title search prepared for this transaction; and (iii) that the authorizing Notary Public has not consulted the Registry of the Property of Puerto Rico in any way whatsoever after the date of the aforementioned title search, to all of which the appearing parties give their acceptance and compliance, being fully aware of its consequences.----------

-----(c) That this deed was prepared in accordance with a title

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search (the "Title Search"), prepared by **Capital Title Services, Inc.**, an entity engaged in such business, and not by the undersigned Notary. The aforementioned Title Search is dated August eighteen (18), two thousand twenty two (2022).----------

-----(d) The appearing parties accept the Title Search and are satisfied with the contents thereof. Consequently, the appearing parties release the Notary from any responsibility due to errors or omissions in said Title Search and/or due to any changes in the title to the PROPERTY or in its liens and encumbrances that might occur between the date of the Title Search and the date this deed is presented to the Registry of the Property of Puerto Rico for registration.----------

-----(e) The necessity and convenience of obtaining a negative certification of debt from the Municipal Revenue Collection Center tax rolls (CRIM – Centro de Recaudaciones de Ingresos Municipales) regarding the PROPERTY.----------

-----(f) This deed must be recorded in the appropriate Section of the Registry of the Property of Puerto Rico in order to bind all rights herein to third-parties.----------

---The appearing parties waived the right which I advised them they had to have witnesses to the execution of this deed; but, upon my advice, made use of their right to read the same, and, finding it drafted to their entire satisfaction, having been advised by me, the Notary, of the pertinent legal warnings and reservations, acknowledging that they have understood this deed in all its parts, fully ratify and confirm the statements contained herein as the true and exact embodiment of their stipulations, terms, and conditions, proceed to sign before

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me, and to affix their initials on each folio of the same.----------

---And I, the Notary, do hereby CERTIFY AND ATTEST as to my personal knowledge or identification of the appearing parties and as to their personal circumstances, in accordance with their statements, as well as to all other things herein contained.----------

---I, the Notary, CERTIFY AND GIVE FAITH.----------

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CERTIFICO que en la misma fecha y lugar de su otorgamiento expedí primera copia certificada a favor de la parte compradora. DOY FE. ----

Notario(a) Público(a)

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----DEED NUMBER THIRTY TWO (32)----------

------ DEED OF OPTION TO PURCHASE REAL ESTATE ------

---In the City of Mayaguez, Puerto Rico, on this ninth (9th) day of June, two thousand twenty three (2023),----------

---------- **BEFORE ME,** ----------

---MARIA DEL ROSARIO PUJOL THOMPSON, Attorney-at-Law and Notary Public in and for the Commonwealth of Puerto Rico, with residence in Guaynabo, Puerto Rico, and offices located at suite two hundred (200), Puerta del Condado Building, one thousand ninety five (1095) Wilson Street, San Juan, Puerto Rico,----------

---------- **APPEAR:** ----------

---AS PARTY OF THE FIRST PART: The following eight (8) persons who will be hereinafter jointly referred to as "Sellers": **(i) MARIANITA CARBÓ CRUZ** (hereinafter referred to as "MARIANITA"), who is of legal age, single, property owner and resident of Mayaguez, Puerto Rico; **(ii) MARIA JULIA MERINO MORENO** (hereinafter referred to as "MARIA JULIA"), who is of legal age, married to José Bermúdez, property owner and resident of Mayaguez, Puerto Rico; **(iii) JULIO MERINO RODRIGUEZ** (hereinafter referred to as "JULIO"), who is of legal age, married to Leidis Regalado Arias, merchant and resident of Miami, Florida, United States of America; **(iv) ROLANDO MERINO CARBÓ** (hereinafter referred to as "ROLANDO"), who is of legal age, married to Desiree Vallejo Colón, property owner and resident of Baytown, Texas, United States of America, who appears herein represented by his attorney in fact ("apoderada") Marianita Carbó Cruz, who is of legal age, single, property

owner and resident of Mayaguez, Puerto Rico, pursuant to General Power of Attorney ("Poder General"), executed on March eleven (11), two thousand twenty three (2023), in Houston, Texas, United States of America, before notary public Ana Membreno, with license number one, two, five, zero, three, three, four, five, three (125033453) and whose commission expires on August twenty five (25), two thousand twenty four (2024), protocolized in Cabo Rojo, Puerto Rico, as per public deed number eight (8) of April fourteen (14), two thousand twenty three (2023), before notary public Martín Aguilar Martínez. I, the Notary, hereby certify that I have had before me a certified copy of said Deed of Protocolization, that I have reviewed it, together with a certified copy of the aforesaid General Power of Attorney, and that, in my opinion, said documents are legally valid and correct, and comply with all legal requirements needed to authorize MARIANITA to appear in this public deed on behalf of ROLANDO, as attorney in fact ("apoderada") of ROLANDO; **(v) JOHANNA MERINO CARBÓ** (hereinafter referred to as "JOHANNA"), who is of legal age, married to Luis Pérez Torres, merchant and resident of Fredericksburg, Virginia, United States of America, who appears herein represented by her attorney in fact ("apoderada"), Julia Torres Hernández, who is of legal age, single, property owner and resident of San Juan, Puerto Rico, pursuant to General Power of Attorney ("Poder General") created as per public deed number eighteen (18), of November fifteen (15), two thousand eighteen (2018), executed in Mayaguez, Puerto Rico, before notary public Gabriel J. Tamayo Pérez. I the Notary, hereby certify that I

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have had before me a certified copy of said deed of General Power of Attorney, that I have reviewed it, and that in my opinion, said document is legally valid and correct, and complies with all legal requirements needed to authorize Julia Torres Hernández to appear in this public deed on behalf of JOHANNA, as attorney in fact ("apoderada") of JOHANNA; **(vi) OSMARY MERINO HERNANDEZ** (hereinafter referred to as "OSMARY"), who is of legal age, single, operator and resident of the municipality of Encrucijada, Villa Clara province, Republic of Cuba, who appears herein represented by his attorney in fact ("apoderado"), JULIO, who is of legal age, married, merchant and resident of Miami, Florida, United States of America, pursuant to Special Power of Attorney ("Poder Especial") created as per public deed number twenty two (22), of January nineteen (19), two thousand nineteen (2019), executed in the municipality of Encrucijada, Villa Clara province, Republic of Cuba, before Cuban notary public Juan Manuel Hernández Granado, protocolized in San Juan, Puerto Rico, as per public deed number six (6), of February sixteen (16), two thousand twenty three (2023), before Puerto Rico notary public María del Rosario Pujol Thompson. I, the Notary, hereby certify that I have had before me a certified copy of said Deed of Protocolization, that I have reviewed it, together with a certified copy of the aforesaid special power of attorney, and that, in my opinion, said documents are legally valid and correct, and comply with all legal requirements needed to authorize JULIO to appear in this public deed on behalf of OSMARY, as attorney in fact ("apoderado") of OSMARY; **(vii) OSMARA ROSA MERINO HERNANDEZ**

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(hereinafter referred to as "OSMARA"), who is of legal age, single, property owner and resident of the municipality of Encrucijada, Villa Clara province, Republic of Cuba, who appears herein represented by her attorney in fact, JULIO, who is of legal age, married, merchant and resident of Miami, Florida, United States of America, pursuant to Special Power of Attorney ("Poder Especial") created as per public deed number twenty three (23), of January nineteen (19), two thousand nineteen (2019), executed in the municipality of Encrucijada, Villa Clara province, Republic of Cuba, before Cuban notary public Juan Manuel Hernández Granado, protocolized in San Juan, Puerto Rico, as per public deed number seven (7), of February sixteen (16), two thousand twenty three (2023), before Puerto Rico notary public María del Rosario Pujol Thompson. I, the Notary, hereby certify that I have had before me a certified copy of said Deed of Protocolization, that I have reviewed it, together with a certified copy of the aforesaid special power of attorney, and that, in my opinion, said documents are legally valid and correct, and comply with all legal requirements needed to authorize JULIO to appear in this public deed on behalf of OSMARA, as attorney in fact ("apoderado") of OSMARA; and **(viii) OMAR MERINO JIMENEZ** (hereinafter referred to as "OMAR"), who is of legal age, single, unemployed and resident of the municipality of Encrucijada, Villa Clara province, Republic of Cuba, who appears herein represented by his attorney in fact ("apoderado"), JULIO, who is of legal age, married, merchant and resident of Miami, Florida, United States of America, pursuant to Special Power of Attorney

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("Poder Especial") created as per public deed number twenty one (21), of January nineteen (19), two thousand nineteen (2019), executed in the municipality of Encrucijada, Villa Clara province, Republic of Cuba, before Cuban notary public Juan Manuel Hernández Granado, protocolized in San Juan, Puerto Rico, as per public deed number eight (8), of February sixteen (16), two thousand twenty three (2023), before Puerto Rico notary public María del Rosario Pujol Thompson. I, the Notary, hereby certify that I have had before me a certified copy of said Deed of Protocolization, that I have reviewed it, together with a certified copy of the aforesaid special power of attorney, and that, in my opinion, said documents are legally valid and correct, and comply with all legal requirements needed to authorize JULIO to appear in this public deed on behalf of OMAR, as attorney in fact ("apoderado") of OMAR;--

---**AS PARTY OF THE SECOND PART: PR INVESTCO LLC** (hereinafter "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of the State of Delaware, United States of America, represented herein by its authorized representative, MS. GLADYS OMAYRA FONTANEZ REYES, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this public deed arises from Certificate of Resolution of PR INVESTCO LLC signed by Eileen Sawyer, in her capacity of Manager of PR INVESTCO LLC, on May seventeen (17), two thousand twenty three (2023), in New York, New York, United States of America, before notary public Eric Orenstein, an original of which I, the Notary, hereby certify to have had before me, and

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which, in my opinion, is in full compliance with all legal requirements to authorize Ms. Gladys Omayra Fontanez Reyes to appear in this public deed on behalf of Buyer; and----------

---AS THE PARTY OF THE THIRD PART: Mister **JOSE ENRIQUE PEREZ CRUZ**, also known as José E. Pérez (hereinafter the "Broker"), who is of legal age, married, real estate broker, and resident of Bayamón, Puerto Rico.----------

---I, the Notary, certify that I am personally acquainted with GLADYS OMAYRA FONTANEZ REYES, JOSE ENRIQUE PEREZ CRUZ, MARIANITA, MARIA JULIA, ROLANDO, JOHANNA and JULIO and, through their statements, I further certify as to their respective ages, civil status, residences and occupations. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument. I, the Notary, certify that I am not personally acquainted with OSMARY, OSMARA and OMAR, who appear herein represented by JULIO, as their attorney in fact. I certify that the respective ages, civil status, residences, occupations and legal capacities of OSMARY, OSMARYA and OMAR to execute this public deed represented by JULIO appear from their respective powers of attorney mentioned hereinabove. Accordingly, the parties hereby----------

----------STATE AND AGREE:----------

---FIRST: <u>The Property; Title, Liens and Encumbrances</u>.------

-----One. <u>Title</u>. MARIANITA is the owner in fee simple title ("pleno dominio") and has the possession of a fifty percent (50%) participation or interest in the six (6) parcels of land

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described in the Spanish language hereinafter, which will be jointly referred to hereinafter as the "PROPERTY". MARIANITA, MARIA JULIA, JULIO, ROLANDO, JOHANNA, OSMARY, OSMARA and OMAR are the legitimate heirs (hereinafter, jointly, the "Heirs") of Mister Quirino Merino Pedroso (hereinafter "QUIRINO") as it appears from QUIRINO's last will and testament, deed number thirty seven (37), executed in Cabo Rojo, Puerto Rico, on December twenty one (21), two thousand ten (2010), before notary public Martín Aguilar Martínez (hereinafter the "Last Will and Testament"). As per the Last Will and Testament, the Heirs are the owners in fee simple title ("pleno dominio") and have the possession of a fifty percent (50%) participation or interest in the PROPERTY:----------

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----------**PROPERTY ONE (1)**----------

---**"RUSTICA:** Parcela número veintiuno (21), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número veinte (20) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número treinta y cuatro (34) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número cincuenta (50) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número once (11) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."-

---PROPERTY ONE (1) is parcel number eighteen thousand seven hundred eighty two (18,782), recorded at page one hundred sixty (160) of volume nine hundred seventy four (974), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico (the "Registry").----------

---PROPERTY ONE (1) was acquired by MARIANITA and QUIRINO when they were married to each other, through

deed number two hundred fifty four (254), executed in Mayaguez, Puerto Rico, on June one (1), nineteen ninety (1990), before notary public Roberto M. García Rullán, recorded at the overleaf of page two hundred forty one (241), of volume five hundred nine (509) of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty two (18,782), second (2nd) inscription. PROPERTY ONE (1) was acquired by the Heirs pursuant to the Last Will and Testament.----------

---The real property tax identification number ("Número de Catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to PROPERTY ONE (1) is three hundred seventy nine dash zero zero zero dash zero ten dash zero five dash zero zero zero (379-000-010-05-000).----------

---By its origin, PROPERTY ONE (1) is free of liens and encumbrances. ----------

---By itself, the PROPERTY ONE (1) is subject to: ----------

-----A) Restrictive covenants of edification and use constituted as per deed number two hundred fifty one (251), executed in Mayaguez, Puerto Rico, on June one (1), nineteen ninety (1990), before notary public Roberto M. García Rullán, recorded at page two hundred forty one (241) of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty two (18,782), first (1st) inscription.----------

-----B) Mortgage guaranteeing a mortgage note to the order of its bearer, in the principal sum of NINETY THOUSAND DOLLARS ($90,000), with interest at ten per cent (10%) per annum, due upon demand, constituted as per deed number

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two hundred fifty five (255), executed in Mayaguez, Puerto Rico, on June one (1), nineteen hundred ninety (1990), before notary public Roberto M. García Rullán, recorded at the overleaf of page two hundred forty one (241), of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty two (18,782), second (2nd) inscription, modified as per deed number four hundred six (406), executed in Mayaguez, Puerto Rico, on June eighteen (18), two thousand four (2004), before notary public Esther Rebeca Luzón Colón, recorded at page one hundred sixty six (166), of volume nine hundred seventy four (974), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty two (18,782), third (3rd) inscription.----------

----------PROPERTY TWO (2)----------

---**"RUSTICA:** Parcela número veinte (20) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número cuarenta y siete (47) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número veintiuno (21) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número cincuenta y siete (57) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número diez (10) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."----------

---PROPERTY TWO (2) is parcel number eighteen thousand seven hundred eighty one (18,781), recorded at page two hundred thirty five (235) of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry.----------

---PROPERTY TWO (2) was acquired by MARIANITA and

QUIRINO when they were married to each other, through deed number two hundred fifty two (252), executed in Mayaguez, Puerto Rico, on June one (1), nineteen hundred ninety (1990), before notary public Roberto M. García Rullán, recorded at page two hundred thirty six (236), of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty one (18,781), second (2nd) inscription. PROPERTY TWO (2) was acquired by the Heirs pursuant to the Last Will and Testament.----------

---The real property tax identification number ("Número de Catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to PROPERTY TWO (2) is three hundred seventy nine dash zero zero zero dash zero ten dash zero four dash zero zero zero (379-000-010-04-000).----------

---By its origin, PROPERTY TWO (2) is free of liens and encumbrances.----------

---By itself, PROPERTY TWO (2) is subject to:----------

-----A) Restrictive covenants of edification and use constituted as per deed number two hundred fifty one (251), executed in Mayaguez, Puerto Rico, on June one (1), nineteen ninety (1990), before notary public Roberto M. García Rullán, recorded at page two hundred thirty five (235) of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty one (18,781), first (1st) inscription.----------

-----B) Mortgage guaranteeing a mortgage note to the order of its bearer, in the principal sum of NINETY THOUSAND

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DOLLARS ($90,000), with interest at ten per cent (10%) per annum, due upon demand, constituted as per deed number two hundred fifty three (253), executed in Mayaguez, Puerto Rico, on June one (1), nineteen hundred ninety (1990), before notary public Roberto M. García Rullán, recorded at page two hundred thirty six (236), of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty one (18,781), second (2nd) inscription, modified as per deed number four hundred nine (409), executed in Mayaguez, Puerto Rico, on June eighteen (18), two thousand four (2004), before notary public Esther Rebeca Luzón Colón, recorded at page one hundred sixty three (163), of volume nine hundred seventy four (974), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty one (18,781), third (3rd) inscription.----------

----------**PROPERTY THREE (3)**----------

---**"RUSTICA:** Parcela número diecinueve (19) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con el Mar Caribe; por el SUR, con la parcela número catorce (14) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número uno (1) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número ciento ochenta y uno (181) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."----------

---PROPERTY THREE (3) is parcel number eighteen hundred eight hundred thirty (18,830), recorded at page two hundred twenty nine (229) of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry.----------

--- PROPERTY THREE (3) was acquired by MARIANITA and

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QUIRINO when they were married to each other, through deed number ten (10) executed in Mayaguez, Puerto Rico, on February twenty two (22), nineteen hundred eighty eight (1988), before notary public Juan Agustín Rivero, recorded at page number two hundred twenty nine (229) of volume five hundred seventy (570), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred thirty (18,830), second (2nd) inscription. PROPERTY THREE (3) was acquired by the Heirs pursuant to the Last Will and Testament.----------

---The real property tax identification number ("número de catastro") assigned by the Muncipal Revenue Collection Center ("CRIM") to PROPERTY THREE (3) is three hundred seventy nine dash zero zero zero dash zero ten dash zero three dash zero zero zero (379-000-010-03-000).----------

---By its origin, PROPERTY THREE (3) is free of liens and encumbrances.----------

---By itself, PROPERTY THREE (3) is subject to:----------

-----A) Restrictive covenants of edification and use constituted as per deed number seven (7), executed in Mayaguez, Puerto Rico, on February twenty (20), nineteen hundred eighty eight (1988), before notary public Juan Agustín Rivero, recorded at page two hundred twenty nine (229) of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred thirty (18,830), second (2nd) Marginal Note.----------

-----B) Mortgage guaranteeing a mortgage note to the order of its bearer, in the principal sum of FIFTY THOUSAND

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DOLLARS ($50,000), with interest at a variable rate over the preferential rate, due upon demand, constituted as per deed number one thousand seven hundred sixty seven (1,767), executed in Mayaguez, Puerto Rico, on July twelve (12), two thousand (2000), before notary public Francisco Biaggi Landrón, recorded at page twenty one (21), of volume seven hundred fifty seven (757), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred thirty (18,830), third (3rd) inscription, modified as per deed number four hundred seven (407), executed in Mayaguez, Puerto Rico, on June eighteen (18), two thousand four (2004), before notary public Esther Rebeca Luzón Colón, recorded at page twenty one (21), of volume seven hundred fifty seven (757), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred thirty (18,830), fourth (4th) inscription.----------

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----------**PROPERTY FOUR (4)**----------

---**"RUSTICA:** Parcela número ciento ochenta y uno (181) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con el Mar Caribe; por el SUR, con la parcela número catorce (14) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número diecinueve (19) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número ciento ochenta y dos (182) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."----------

---PROPERTY FOUR (4) is parcel number eighteen thousand eight hundred sixteen (18,816), recorded at page one hundred forty five (145) of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

--- PROPERTY FOUR (4) was acquired by MARIANITA and QUIRINO when they were married to each other, through deed number eight (8), executed in Mayaguez, Puerto Rico, on February twenty (20), nineteen hundred eighty eight (1988), before notary public Juan Agustín Rivera, recorded at page one hundred forty five (145), of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred sixteen (18,816), second (2nd) inscription. PROPERTY FOUR (4) was acquired by the Heirs pursuant to the Last Will and Testament.----------

---The real property tax identification number ("número de catastro") assigned by the Muncipal Revenue Collection Center ("CRIM") to PROPERTY FOUR (4) is three hundred seventy nine dash zero zero zero dash zero zero nine dash zero five dash zero zero zero (379-000-009-05-000).----------

---By its origin, PROPERTY FOUR (4) is free of liens and encumbrances.----------

---By itself, PROPERTY FOUR (4) is subject to the following liens and encumbrances:----------

-----A) Restrictive covenants of edification and use, constituted as per deed number seven (7), executed in Mayaguez, Puerto Rico, on February twenty (20), nineteen hundred eighty eight (1988), before notary public Juan Agustín Rivero, recorded at page one hundred forty five (145), of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred sixteen (18,816), first (1st) recording.-

----------PROPERTY FIVE (5)----------

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---**"RUSTICA:** Parcela número treinta y dos (32) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número cuarenta y uno (41) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número sesenta y cinco (65) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número treinta y nueve (39) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número setenta y tres (73) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."----------

---PROPERTY FIVE (5) is parcel number eighteen thousand six hundred ninety five (18,695), recorded at page nineteen (19) of volume five hundred eight (508), of Cabo Rojo, Section of San Germán of the Registry.----------

--- PROPERTY FIVE (5) was acquired by MARIANITA and QUIRINO when they were married to each other, through deed number thirty four (34), executed in Cabo Rojo, Puerto Rico, on September nineteen (19), two thousand eight (2008), before notary public Martín Aguilar Martínez, presented for inscription on March six (6), two thousand twenty three (2023), at entry number two thousand twenty three dash zero two six zero one six dash "S""G" zero one (2023-026016-SG01) of the Karibe System, First (1st) Section of San Germán of the Registry. PROPERTY FIVE (5) was acquired by the Heirs pursuant to the Last Will and Testament.----------

---The real property tax identification number ("número de catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to PROPERTY FIVE (5) is four hundred two dash zero zero eight dash three hundred twenty seven dash twenty five dash zero zero zero (402-008-327-25-000).--------

---By its origin, PROPERTY FIVE (5) is free of liens and encumbrances.----------

---By itself, PROPERTY FIVE (5) is subject to the following liens and encumbrances:----------

-----A) Mortgage over PROPERTY FIVE (5) and other parcels of land guaranteeing a mortgage note in favor of Doral Bank, or to its order, in the principal sum of one million seven hundred thousand dollars ($1,700,000), and whereby PROPERTY FIVE (5) responds for the sum of NINETEEN THOUSAND SEVEN HUNDRED SEVENTY SIX DOLLARS ($19,776), with interest at fifteen per cent (15%) per annum, due upon demand, constituted by deed number forty one (41), executed in San Juan, Puerto Rico, on May thirty one (31), two thousand (2000), before notary public Francisco Pujol Meneses, recorded at page ten (10) of volume eight hundred sixty four (864), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand six hundred ninety five (18,695), third (3rd) inscription, clarified by deed number forty five (45), executed in San Juan, Puerto Rico, on August twenty two (22), two thousand five (2005), before notary public Francisco Pujol Meneses, recorded at the margin of the third (3rd) inscription.----------

-----B) Mortgage over PROPERTY FIVE (5) and other parcels of land guaranteeing a mortgage note in favor of Doral Bank, or to its order, in the principal sum of one million three hundred thousand dollars ($1,300,000), and whereby PROPERTY FIVE (5) responds for the sum of FIFTEEN THOUSAND ONE HUNDRED TWENTY THREE DOLLARS ($15,123), with interest at fifteen per cent (15%) per annum,

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due upon demand, constituted by deed number thirty two (32), executed in San Juan, Puerto Rico, on April twenty five (25), two thousand one (2001), before notary public Francisco Pujol Meneses, recorded at page ten (10) of volume eight hundred sixty four (864), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand six hundred ninety five (18,695), fourth (4th) inscription, clarified by deed number forty five (45), executed in San Juan, Puerto Rico, on August twenty two (22), two thousand five (2005), before notary public Francisco Pujol Meneses, recorded at the margin of the fourth (4th) inscription.----------

-----C) Mortgage over PROPERTY FIVE (5) and other parcels of land guaranteeing a mortgage note in favor of its bearer, or to its order, in the principal sum of three hundred seventy thousand dollars ($370,000), and whereby PROPERTY FIVE (5) responds for the sum of FOUR THOUSAND SIX HUNDRED TWENTY FIVE DOLLARS ($4,625), with interest at five per cent (5%) per annum, due upon demand, constituted by deed number ninety two (92), executed in Mayaguez, Puerto Rico, on September twenty nine (29), two thousand five (2005), before notary public José M. Biaggi Junquera, recorded at the overleaf of page ten (10), of volume eight hundred sixty four (864), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand six hundred ninety five (18,695), sixth (6th) inscription.----------

----------**PROPERTY SIX (6)**----------

---**"RUSTICA:** Parcela número dieciocho (18), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con la

parcela número uno (1) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número veintidós (22) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número sesenta (60) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número catorce (15) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."-----

---PROPERTY SIX (6) is parcel number eighteen thousand eight hundred twenty nine (18,829), recorded at page two hundred twenty three (223) of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry.----------

---PROPERTY SIX (6) was acquired by MARIANITA and QUIRINO when they were married to each other, through deed number two hundred fifty eight (258), executed in Mayaguez, Puerto Rico, on December twenty three (23), nineteen ninety three (1993), before notary public José A. Olivieri Rodríguez, recorded at page two hundred twenty four (224) of volume five hundred ten (510), of volume five hundred nine (509) of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred twenty nine (18,829) third (3rd) inscription. PROPERTY SIX (6) was acquired by the Heirs pursuant to the Last Will and Testament.----------

---The real property tax identification number ("número de catastro") assigned by CRIM to PROPERTY SIX (6) is three hundred seventy nine dash zero ninety nine dash three hundred twenty seven dash seventy nine dash zero zero zero (379-099-327-79-000).----------

---By its origin, PROPERTY SIX (6) is subject to easements in favor or all public utilities. ----------

---By itself, the PROPERTY SIX (6) is free of liens and

encumbrances.----------

---MARIA JULIA, JULIO, ROLANDO and JOHANNA represent and warrant that they will acquire the PROPERTY in their personal capacities, as heirs of QUIRINO and not as part of any conjugal partnership.----------

---SECOND: Buyer wishes to acquire an option to buy the PROPERTY, with all its improvements, and rights and annexes, together with the possession thereof, and Sellers wish to grant, and hereby grant, said option to Buyer (hereinafter the "Option"), which is done pursuant to this public instrument and in accordance with the following:----------

----------TERMS AND CONDITIONS:----------

-----2.1. The purchase-sale price of the PROPERTY will be the lump sum of SEVEN MILLION TWO HUNDRED THOUSAND DOLLARS ($7,200,000), of which (i) ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000) will correspond and will be allocated to PROPERTY ONE (1); (ii) ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000) will correspond and will be allocated to PROPERTY TWO (2); ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000) will correspond and will be allocated to PROPERTY THREE (3); (iv) ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000) will correspond and will be allocated to PROPERTY FOUR (4); ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000) will correspond and will be allocated to PROPERTY FIVE (5); and ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000) will

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correspond and will be allocated to PROPERTY SIX (6).-------

---The SEVEN MILLION TWO HUNDRED THOUSAND DOLLARS ($7,200,000) purchase price of the PROPERTY is payable as follows:----------

----------2.1.1. the sum of THREE HUNDRED SIXTY THOUSAND DOLLARS ($360,000) has been paid by Buyer to Sellers simultaneously with the execution of this public deed, as consideration for the Option and as good faith deposit (the "Deposit"), which will be non-reimbursable, except only as set forth below in this public deed. Sellers hereby acknowledge receipt of the Deposit. Of said Deposit, (i) SIXTY THOUSAND DOLLARS ($60,000) will correspond and will be allocated to PROPERTY ONE (1); (ii) SIXTY THOUSAND DOLLARS ($60,000) will correspond and will be allocated to PROPERTY TWO (2); (iii) SIXTY THOUSAND DOLLARS ($60,000) will correspond and will be allocated to PROPERTY THREE (3); (iv) SIXTY THOUSAND DOLLARS ($60,000) will correspond and will be allocated to PROPERTY FOUR (4); (v) SIXTY THOUSAND DOLLARS ($60,000) will correspond and will be allocated to PROPERTY FIVE (5); and (vi) SIXTY THOUSAND DOLLARS ($60,000) will correspond and will be allocated to PROPERTY SIX (6).----------

----------2.1.2 the sum of SIX MILLION EIGHT HUNDRED FORTY THOUSAND DOLLARS ($6,840,000) will be payable in full by Buyer to the order of Sellers, simultaneously with the execution of the purchase sale public deed whereby Buyer will acquire fee simple title to the PROPERTY and the possession thereof, pursuant to the Option (the "Purchase-Sale Deed"). Of said amount, (i) ONE MILLION

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ONE HUNDRED FORTY THOUSAND DOLLARS ($1,140,000) will correspond and will be allocated to PROPERTY ONE (1); (ii) ONE MILLION ONE HUNDRED FORTY THOUSAND DOLLARS ($1,140,000) will correspond and will be allocated to PROPERTY TWO (2); (iii) ONE MILLION ONE HUNDRED FORTY THOUSAND DOLLARS ($1,140,000) will correspond and will be allocated to PROPERTY THREE (3); (iv) ONE MILLION ONE HUNDRED FORTY THOUSAND DOLLARS ($1,140,000) will correspond and will be allocated to PROPERTY FOUR (4); (v) ONE MILLION ONE HUNDRED FORTY THOUSAND DOLLARS ($1,140,000) will correspond and will be allocated to PROPERTY FIVE (5); and (vi) ONE MILLION ONE HUNDRED FORTY THOUSAND DOLLARS ($1,140,000) will correspond and will be allocated to PROPERTY SIX (6).-----

---As per the specific instructions of Sellers, all payments to Sellers pursuant to this deed and to the Purchase-Sale Deed will be by deposited by Buyer in an escrow account on behalf of Sellers at The Title Security Group.----------

-----2.2. The Option is granted for a term equal to: (i) one (1) year, starting on the date of execution of this public deed and ending on June nine (9), two thousand twenty four (2024); or (ii) thirty (30) calendar days after the Heirs present for inscription or recording their fifty percent (50%) participation or interest in the PROPERTY through the filing of the required documents or "Instancias" in the Registry, **whichever occurs later** (the "Term").----------

-----2.3. Upon the execution of the Purchase-Sale Deed, the Deposit will be credited to the portion of the purchase-sale

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price payable on the date of execution of the Purchase-Sale Deed.----------

-----2.4. If the Term ends and Buyer has not bought the PROPERTY within the Term (except for reasons attributable to Sellers), then the Deposit will be lost by Buyer, and will become the property of Sellers, as liquidated damages. If the PROPERTY cannot be bought by Buyer within the Term, for reasons attributable to Sellers, then Sellers will reimburse the Deposit to Buyer at the end of the Term.----------

-----2.5. The real estate property taxes payable to the Centro de Recaudaciones de Ingresos Municipales ("CRIM"), and all special taxes (if applicable) of the PROPERTY will be the responsibility of Sellers and payable by Sellers up to the date of execution of the Purchase-Sale Deed (the "Closing Date"). Thereafter they shall be the responsibility of Buyer and payable by Buyer.----------

-----2.6. The Purchase-Sale Deed shall be executed before a notary public selected by Buyer.----------

-----2.7. Deeds to cancel any liens or encumbrances affecting the PROPERTY, if any, existing at the time of execution of the Purchase-Sale Deed, except any permitted encumbrances, will be executed no later than the Closing Date, before a notary public selected by Buyer.----------

-----2.8. Through the Purchase-Sale Deed, Buyer will acquire recordable fee simple title to the PROPERTY and the possession thereof, "as is, where is", free and clear of occupants, liens and encumbrances, except permitted encumbrances disclosed in this deed, if any. During the Term of the Option, Sellers will have the possession of the

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-----2.9. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of the Property of Puerto Rico of this public deed and of the Purchase-Sale Deed will be paid by Buyer.----------

-----2.10. The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of the Property of the deeds of cancellation mentioned in Section 2.7, above (if any) shall be paid by Sellers.----------

-----2.11. This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them.----------

-----2.12. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of Puerto Rico in the event of any litigation pursuant to this public deed.

-----2.13. All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

------TO SELLERS:----------
------MARIANITA CARBÓ CRUZ----------
------Urbanización Belmonte----------
------Calle Madrid 50----------
------Mayaguez, Puerto Rico 00680----------

------MARIA JULIA MERINO MORENO----------
------Urbanización Belmonte----------
------Calle Galicia 63----------
------Mayaguez, Puerto Rico 00680----------
------mjuliamerino@gmail.com----------

------JULIO MERINO RODRIGUEZ----------
------2141 SW 66 Avenue----------
------Miami, Florida 33155----------

------ROLANDO MERINO CARBÓ----------
------14139 Little River Drive----------
------Baytown, Texas 77523----------

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------JOHANNA MERINO CARBÓ----------
------9521 Whiteheart Drive----------
------Fredericksburg, Virginia 22407----------
------johanna_merino@hotmail.com----------

------OSMARY MERINO HERNANDEZ----------
------2141 SW 66 Avenue----------
------Miami, Florida 33155----------

------OSMARA ROSA MERINO HERNANDEZ----------
------2141 SW 66 Avenue----------
------Miami, Florida 33155----------

------OMAR MERINO JIMENEZ----------
------2141 SW 66 Avenue----------
------Miami, Florida 33155----------

------TO BUYER:----------
------PR INVESTCO LLC----------
-------733 Third Avenue----------
-------New York, NY 10017----------
------Attention: Eileen Sawyer----------
-----Electronic Mail: roberto.ruiz@ccgc.com.do----------

------TO THE BROKER:----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920----------
------Attention: José Enrique Pérez Cruz----------
-----Electronic Mail: passportre@gmail.com----------

MARIA DEL ROSARIO PUJOL THOMPSON ABOGADO-NOTARIO

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-----2.14. Sellers represent and warrant to Buyer that, to the best of Sellers' knowledge, there are no toxic, dangerous, contaminated or contaminating substances, in the PROPERTY, and the PROPERTY has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----2.15. The appearing parties acknowledge that the Broker, Mister José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the subject of this Option. The fees to Mr. Pérez Cruz and his associates, if any, for said service will be the responsibility of Buyer, and paid to the Broker simultaneously

with the execution of the Purchase-Sale Deed, only if the Option is exercised by Buyer and Buyer buys the PROPERTY pursuant to the Option. Said fees will amount to THREE HUNDRED SIXTY THOUSAND DOLLARS ($360,000), equivalent to five percent (5%) of the purchase-sale price of the PROPERTY.----------

-----2.16. The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed.----------

-----2.17. In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgement, judicial order or similar document, then and in that event the rest of this public deed will continue in full force and effect.----------

-----2.18. During the Term, Buyer and its employees, agents and/or contractors are authorized to enter the PROPERTY to make studies and/or surveys, identify boundaries, take measurements, identify and demarcate the maritime zone ("deslinde de la zona marítimo terrestre") and make inspections, during business days and hours. During the Term, Buyer and its employees, agents and/or contractors are authorized to obtain al necessary certifications of the maritime zone ("deslinde de la zona marítimo Terrestre") from the Department of Natural Resourced of the Commonwealth of Puerto Rico and/or from any and all agencies or governmental entities with jurisdiction about the boundaries of the maritime zone ("zona marítimo Terrestre"). The persons entering the PROPERTY pursuant to this authorization will be responsible for the damages suffered or caused by them in the

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PROPERTY. Every employee who enters the PROPERTY pursuant to this authorization will be insured by a valid policy of the Puerto Rico State Insurance Fund, and, if applicable, of the "Chauffers' Insurance" or "Seguro Choferil". In addition, Buyer will have in place, during the term of the Option, a public liability insurance policy covering damages caused or suffered in the PROPERTY by the persons who enter it pursuant to this authorization, with a minimum coverage of ONE MILLION DOLLARS ($1,000,000) per occurrence. Sellers will appear as co-insured in the policy, together with Buyer.----------

-----2.19. During the Term, Buyer is authorized to seek the approvals, permits and endorsements necessary for the development in the PROPERTY of a residential, recreational and tourism project, or of part of a residential, recreational and tourism project, provided the existing DTS zoning of the PROPERTY is not changed, and that such approvals, permits and endorsements (i) comply with the requirements of the existing DTS zoning of the PROPERTY; and (ii) do not negatively affect and/or diminish the value or quality of the PROPERTY. The aforesaid authorization includes authorization to identify and demarcate the maritime zone ("deslinde de la zona marítimo terrestre). Sellers hereby commit to confirm this authorization in writing if required by Buyer, for presentation to the corresponding public or governmental agencies and entities. If the PROPERTY is not purchased by Buyer, all approvals, permits and endorsements obtained by Buyer for the PROPERTY pursuant to the aforesaid authorization will be transferred and

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assigned by Buyer to Sellers at the end of the Term, at no cost to Sellers.----------

-----2.20. The PROPERTY may not be altered during the Term, except only if specifically authorized in advance, in writing, by Sellers and Buyer.----------

-----2.21. The Option is not transferable by Sellers. Conversely, Buyer is authorized to transfer or assign this agreement and all its rights and obligations hereunder, at the sole option and discretion of Buyer.----------

-----2.22. The appearing parties agree that this Deed of Option will remain in full force and effect, obliges the appearing parties, and their successors, heirs or assigns, according to the Laws of the Commonwealth of Puerto Rico. ----------



---THIRD: Additional Documentation. The parties hereto agree to execute and deliver any additional instruments and documents that may be necessary to record the transaction contemplated in this deed in the Registry of the Property of Puerto Rico. Any costs and expenses, including attorneys' fees, incurred in connection with the execution of any additional instruments and documents shall be for the account of the Buyer. ----------

---FOURTH: Request to the Registrar. The Honorable Registrar of the Property of Puerto Rico is respectfully requested to record in the Registry of the Property of Puerto Rico the Option, as set forth in this deed.----------

---FIFTH: If Buyer does not purchase the PROPERTY pursuant to the Option, Buyer will, within thirty (30) consecutive calendar days after the end of the Term, at Buyer's cost and expense, (i) cancel the lien or encumbrance

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on the PROPERTY created by the Option; and (ii) file for recordation in the Registry of the Property of Puerto Rico any and all documents needed for the recording of said cancellation in the Registry of the Property. If the appearance of Sellers is required in said cancellation, Sellers will appear therein. ----------

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----------ACCEPTANCE AND WARNINGS----------

---The appearing parties to this deed accept the same as drafted because it has been drawn up in accordance with their stipulations, terms and conditions. I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this deed and they were fully advised by me thereon. Specifically, I advised them of the following:----------



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-----(a) That any liens or encumbrances affecting title to the PROPERTY that may be filed for recordation prior to the filing of this deed may be legally binding and could take precedence over this deed.----------

-----(b) It is advisable to verify the status of liens and encumbrances on the PROPERTY as they may appear from the Registry of the Property of Puerto Rico on the date hereof and of the adverse consequences which may result from the failure to do so. To this effect, the appearing parties have been warned and advised by the subscribing Notary Public about the following: (i) that the digital system of recordation of the Digital Registry of Immovable Property of the Commonwealth of Puerto Rico provides Access to the Electronic Diary of Daily Operations, the Electronic Book of Recordation's, and the Single Book of Lines ("Libro Unico de Embargos") twenty four (24) hours a day, seven (7) days a week for both inquiries and filings which may affect the registration or rights under this deed; (ii) that said electronic books have been reviewed up to the date of the title search prepared for this transaction; and (iii) that the authorizing Notary Public has not consulted the Registry of the Property of Puerto Rico in any way whatsoever after the date of the aforementioned title search, to all of which the appearing parties give their acceptance and compliance, being fully aware of its consequences.----------

-----(c) That this deed was prepared in accordance with title searches (the "Title Searches"), prepared by **Capital Title Services, Inc.**, an entity engaged in such business, and not by the undersigned Notary. The aforementioned Title

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Searches are dated February twenty one (21), two thousand twenty three (2023). ----------

-----(d) The appearing parties accept the Title Search and are satisfied with the contents thereof. Consequently, the appearing parties release the Notary from any responsibility due to errors or omissions in said Title Search and/or due to any changes in the title to the PROPERTY or in its liens and encumbrances that might occur between the date of the Title Search and the date this deed is presented to the Registry of the Property of Puerto Rico for registration.----------

-----(e) The necessity and convenience of obtaining a negative certification of debt from the Municipal Revenue Collection Center tax rolls (CRIM – Centro de Recaudaciones de Ingresos Municipales) regarding the PROPERTY.----------

-----(f) This deed must be recorded in the appropriate Section of the Registry of the Property of Puerto Rico in order to bind all rights herein to third-parties.----------

---The appearing parties waived the right which I advised them they had to have witnesses to the execution of this deed; but, upon my advice, made use of their right to read the same, and, finding it drafted to their entire satisfaction, having been advised by me, the Notary, of the pertinent legal warnings and reservations, acknowledging that they have understood this deed in all its parts, fully ratify and confirm the statements contained herein as the true and exact embodiment of their stipulations, terms, and conditions, proceed to sign before me, and to affix their initials on each folio of the same.----------

---And I, the Notary, do hereby CERTIFY AND ATTEST as to my personal knowledge or identification of the appearing

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parties and as to their personal circumstances, in accordance with their statements, as well as to all other things herein contained.----------

---I, the Notary, CERTIFY AND GIVE FAITH.----------

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CERTIFICO que en la misma fecha y lugar de su otorgamiento expedí primera copia certificada a favor de la parte compradora. DOY FE. ----

Notario(a) Público(a)

MARIA DEL ROSARIO PUJOL THOMPSON ABOGADO-NOTARIO

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----DEED NUMBER THIRTY TWO (32)----------

------ DEED OF OPTION TO PURCHASE REAL ESTATE ------

---In the City of Mayaguez, Puerto Rico, on this ninth (9th) day of June, two thousand twenty three (2023),----------

---------- **BEFORE ME,** ----------

---MARIA DEL ROSARIO PUJOL THOMPSON, Attorney-at-Law and Notary Public in and for the Commonwealth of Puerto Rico, with residence in Guaynabo, Puerto Rico, and offices located at suite two hundred (200), Puerta del Condado Building, one thousand ninety five (1095) Wilson Street, San Juan, Puerto Rico,----------

---------- **APPEAR:** ----------

---AS PARTY OF THE FIRST PART: The following eight (8) persons who will be hereinafter jointly referred to as "Sellers": **(i) MARIANITA CARBÓ CRUZ** (hereinafter referred to as "MARIANITA"), who is of legal age, single, property owner and resident of Mayaguez, Puerto Rico; **(ii) MARIA JULIA MERINO MORENO** (hereinafter referred to as "MARIA JULIA"), who is of legal age, married to José Bermúdez, property owner and resident of Mayaguez, Puerto Rico; **(iii) JULIO MERINO RODRIGUEZ** (hereinafter referred to as "JULIO"), who is of legal age, married to Leidis Regalado Arias, merchant and resident of Miami, Florida, United States of America; **(iv) ROLANDO MERINO CARBÓ** (hereinafter referred to as "ROLANDO"), who is of legal age, married to Desiree Vallejo Colón, property owner and resident of Baytown, Texas, United States of America, who appears herein represented by his attorney in fact ("apoderada") Marianita Carbó Cruz, who is of legal age, single, property

owner and resident of Mayaguez, Puerto Rico, pursuant to General Power of Attorney ("Poder General"), executed on March eleven (11), two thousand twenty three (2023), in Houston, Texas, United States of America, before notary public Ana Membreno, with license number one, two, five, zero, three, three, four, five, three (125033453) and whose commission expires on August twenty five (25), two thousand twenty four (2024), protocolized in Cabo Rojo, Puerto Rico, as per public deed number eight (8) of April fourteen (14), two thousand twenty three (2023), before notary public Martín Aguilar Martínez. I, the Notary, hereby certify that I have had before me a certified copy of said Deed of Protocolization, that I have reviewed it, together with a certified copy of the aforesaid General Power of Attorney, and that, in my opinion, said documents are legally valid and correct, and comply with all legal requirements needed to authorize MARIANITA to appear in this public deed on behalf of ROLANDO, as attorney in fact ("apoderada") of ROLANDO; **(v) JOHANNA MERINO CARBÓ** (hereinafter referred to as "JOHANNA"), who is of legal age, married to Luis Pérez Torres, merchant and resident of Fredericksburg, Virginia, United States of America, who appears herein represented by her attorney in fact ("apoderada"), Julia Torres Hernández, who is of legal age, single, property owner and resident of San Juan, Puerto Rico, pursuant to General Power of Attorney ("Poder General") created as per public deed number eighteen (18), of November fifteen (15), two thousand eighteen (2018), executed in Mayaguez, Puerto Rico, before notary public Gabriel J. Tamayo Pérez. I the Notary, hereby certify that I

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have had before me a certified copy of said deed of General Power of Attorney, that I have reviewed it, and that in my opinion, said document is legally valid and correct, and complies with all legal requirements needed to authorize Julia Torres Hernández to appear in this public deed on behalf of JOHANNA, as attorney in fact ("apoderada") of JOHANNA; **(vi) OSMARY MERINO HERNANDEZ** (hereinafter referred to as "OSMARY"), who is of legal age, single, operator and resident of the municipality of Encrucijada, Villa Clara province, Republic of Cuba, who appears herein represented by his attorney in fact ("apoderado"), JULIO, who is of legal age, married, merchant and resident of Miami, Florida, United States of America, pursuant to Special Power of Attorney ("Poder Especial") created as per public deed number twenty two (22), of January nineteen (19), two thousand nineteen (2019), executed in the municipality of Encrucijada, Villa Clara province, Republic of Cuba, before Cuban notary public Juan Manuel Hernández Granado, protocolized in San Juan, Puerto Rico, as per public deed number six (6), of February sixteen (16), two thousand twenty three (2023), before Puerto Rico notary public María del Rosario Pujol Thompson. I, the Notary, hereby certify that I have had before me a certified copy of said Deed of Protocolization, that I have reviewed it, together with a certified copy of the aforesaid special power of attorney, and that, in my opinion, said documents are legally valid and correct, and comply with all legal requirements needed to authorize JULIO to appear in this public deed on behalf of OSMARY, as attorney in fact ("apoderado") of OSMARY; **(vii) OSMARA ROSA MERINO HERNANDEZ**

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(hereinafter referred to as "OSMARA"), who is of legal age, single, property owner and resident of the municipality of Encrucijada, Villa Clara province, Republic of Cuba, who appears herein represented by her attorney in fact, JULIO, who is of legal age, married, merchant and resident of Miami, Florida, United States of America, pursuant to Special Power of Attorney ("Poder Especial") created as per public deed number twenty three (23), of January nineteen (19), two thousand nineteen (2019), executed in the municipality of Encrucijada, Villa Clara province, Republic of Cuba, before Cuban notary public Juan Manuel Hernández Granado, protocolized in San Juan, Puerto Rico, as per public deed number seven (7), of February sixteen (16), two thousand twenty three (2023), before Puerto Rico notary public María del Rosario Pujol Thompson. I, the Notary, hereby certify that I have had before me a certified copy of said Deed of Protocolization, that I have reviewed it, together with a certified copy of the aforesaid special power of attorney, and that, in my opinion, said documents are legally valid and correct, and comply with all legal requirements needed to authorize JULIO to appear in this public deed on behalf of OSMARA, as attorney in fact ("apoderado") of OSMARA; and **(viii) OMAR MERINO JIMENEZ** (hereinafter referred to as "OMAR"), who is of legal age, single, unemployed and resident of the municipality of Encrucijada, Villa Clara province, Republic of Cuba, who appears herein represented by his attorney in fact ("apoderado"), JULIO, who is of legal age, married, merchant and resident of Miami, Florida, United States of America, pursuant to Special Power of Attorney

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("Poder Especial") created as per public deed number twenty one (21), of January nineteen (19), two thousand nineteen (2019), executed in the municipality of Encrucijada, Villa Clara province, Republic of Cuba, before Cuban notary public Juan Manuel Hernández Granado, protocolized in San Juan, Puerto Rico, as per public deed number eight (8), of February sixteen (16), two thousand twenty three (2023), before Puerto Rico notary public María del Rosario Pujol Thompson. I, the Notary, hereby certify that I have had before me a certified copy of said Deed of Protocolization, that I have reviewed it, together with a certified copy of the aforesaid special power of attorney, and that, in my opinion, said documents are legally valid and correct, and comply with all legal requirements needed to authorize JULIO to appear in this public deed on behalf of OMAR, as attorney in fact ("apoderado") of OMAR;--

---**AS PARTY OF THE SECOND PART: PR INVESTCO LLC** (hereinafter "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of the State of Delaware, United States of America, represented herein by its authorized representative, MS. GLADYS OMAYRA FONTANEZ REYES, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this public deed arises from Certificate of Resolution of PR INVESTCO LLC signed by Eileen Sawyer, in her capacity of Manager of PR INVESTCO LLC, on May seventeen (17), two thousand twenty three (2023), in New York, New York, United States of America, before notary public Eric Orenstein, an original of which I, the Notary, hereby certify to have had before me, and

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which, in my opinion, is in full compliance with all legal requirements to authorize Ms. Gladys Omayra Fontanez Reyes to appear in this public deed on behalf of Buyer; and----------

---AS THE PARTY OF THE THIRD PART: Mister **JOSE ENRIQUE PEREZ CRUZ**, also known as José E. Pérez (hereinafter the "Broker"), who is of legal age, married, real estate broker, and resident of Bayamón, Puerto Rico.----------

---I, the Notary, certify that I am personally acquainted with GLADYS OMAYRA FONTANEZ REYES, JOSE ENRIQUE PEREZ CRUZ, MARIANITA, MARIA JULIA, ROLANDO, JOHANNA and JULIO and, through their statements, I further certify as to their respective ages, civil status, residences and occupations. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument. I, the Notary, certify that I am not personally acquainted with OSMARY, OSMARA and OMAR, who appear herein represented by JULIO, as their attorney in fact. I certify that the respective ages, civil status, residences, occupations and legal capacities of OSMARY, OSMARYA and OMAR to execute this public deed represented by JULIO appear from their respective powers of attorney mentioned hereinabove. Accordingly, the parties hereby----------

----------STATE AND AGREE:----------

---FIRST: <u>The Property; Title, Liens and Encumbrances</u>.------

-----One. <u>Title</u>. MARIANITA is the owner in fee simple title ("pleno dominio") and has the possession of a fifty percent (50%) participation or interest in the six (6) parcels of land

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described in the Spanish language hereinafter, which will be jointly referred to hereinafter as the "PROPERTY". MARIANITA, MARIA JULIA, JULIO, ROLANDO, JOHANNA, OSMARY, OSMARA and OMAR are the legitimate heirs (hereinafter, jointly, the "Heirs") of Mister Quirino Merino Pedroso (hereinafter "QUIRINO") as it appears from QUIRINO's last will and testament, deed number thirty seven (37), executed in Cabo Rojo, Puerto Rico, on December twenty one (21), two thousand ten (2010), before notary public Martín Aguilar Martínez (hereinafter the "Last Will and Testament"). As per the Last Will and Testament, the Heirs are the owners in fee simple title ("pleno dominio") and have the possession of a fifty percent (50%) participation or interest in the PROPERTY:----------

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----------**PROPERTY ONE (1)**----------

---**"RUSTICA:** Parcela número veintiuno (21), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número veinte (20) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número treinta y cuatro (34) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número cincuenta (50) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número once (11) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."-

---PROPERTY ONE (1) is parcel number eighteen thousand seven hundred eighty two (18,782), recorded at page one hundred sixty (160) of volume nine hundred seventy four (974), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico (the "Registry").----------

---PROPERTY ONE (1) was acquired by MARIANITA and QUIRINO when they were married to each other, through

deed number two hundred fifty four (254), executed in Mayaguez, Puerto Rico, on June one (1), nineteen ninety (1990), before notary public Roberto M. García Rullán, recorded at the overleaf of page two hundred forty one (241), of volume five hundred nine (509) of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty two (18,782), second (2nd) inscription. PROPERTY ONE (1) was acquired by the Heirs pursuant to the Last Will and Testament.----------

---The real property tax identification number ("Número de Catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to PROPERTY ONE (1) is three hundred seventy nine dash zero zero zero dash zero ten dash zero five dash zero zero zero (379-000-010-05-000).----------

---By its origin, PROPERTY ONE (1) is free of liens and encumbrances. ----------

---By itself, the PROPERTY ONE (1) is subject to: ----------

-----A) Restrictive covenants of edification and use constituted as per deed number two hundred fifty one (251), executed in Mayaguez, Puerto Rico, on June one (1), nineteen ninety (1990), before notary public Roberto M. García Rullán, recorded at page two hundred forty one (241) of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty two (18,782), first (1st) inscription.----------

-----B) Mortgage guaranteeing a mortgage note to the order of its bearer, in the principal sum of NINETY THOUSAND DOLLARS ($90,000), with interest at ten per cent (10%) per annum, due upon demand, constituted as per deed number

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two hundred fifty five (255), executed in Mayaguez, Puerto Rico, on June one (1), nineteen hundred ninety (1990), before notary public Roberto M. García Rullán, recorded at the overleaf of page two hundred forty one (241), of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty two (18,782), second (2nd) inscription, modified as per deed number four hundred six (406), executed in Mayaguez, Puerto Rico, on June eighteen (18), two thousand four (2004), before notary public Esther Rebeca Luzón Colón, recorded at page one hundred sixty six (166), of volume nine hundred seventy four (974), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty two (18,782), third (3rd) inscription.----------

----------PROPERTY TWO (2)----------

---**"RUSTICA:** Parcela número veinte (20) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número cuarenta y siete (47) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número veintiuno (21) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número cincuenta y siete (57) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número diez (10) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."----------

---PROPERTY TWO (2) is parcel number eighteen thousand seven hundred eighty one (18,781), recorded at page two hundred thirty five (235) of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry.----------

---PROPERTY TWO (2) was acquired by MARIANITA and

QUIRINO when they were married to each other, through deed number two hundred fifty two (252), executed in Mayaguez, Puerto Rico, on June one (1), nineteen hundred ninety (1990), before notary public Roberto M. García Rullán, recorded at page two hundred thirty six (236), of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty one (18,781), second (2nd) inscription. PROPERTY TWO (2) was acquired by the Heirs pursuant to the Last Will and Testament.----------

---The real property tax identification number ("Número de Catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to PROPERTY TWO (2) is three hundred seventy nine dash zero zero zero dash zero ten dash zero four dash zero zero zero (379-000-010-04-000).----------

---By its origin, PROPERTY TWO (2) is free of liens and encumbrances.----------

---By itself, PROPERTY TWO (2) is subject to:----------

-----A) Restrictive covenants of edification and use constituted as per deed number two hundred fifty one (251), executed in Mayaguez, Puerto Rico, on June one (1), nineteen ninety (1990), before notary public Roberto M. García Rullán, recorded at page two hundred thirty five (235) of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty one (18,781), first (1st) inscription.----------

-----B) Mortgage guaranteeing a mortgage note to the order of its bearer, in the principal sum of NINETY THOUSAND

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DOLLARS ($90,000), with interest at ten per cent (10%) per annum, due upon demand, constituted as per deed number two hundred fifty three (253), executed in Mayaguez, Puerto Rico, on June one (1), nineteen hundred ninety (1990), before notary public Roberto M. García Rullán, recorded at page two hundred thirty six (236), of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty one (18,781), second (2nd) inscription, modified as per deed number four hundred nine (409), executed in Mayaguez, Puerto Rico, on June eighteen (18), two thousand four (2004), before notary public Esther Rebeca Luzón Colón, recorded at page one hundred sixty three (163), of volume nine hundred seventy four (974), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty one (18,781), third (3rd) inscription.----------

----------**PROPERTY THREE (3)**----------

---**"RUSTICA:** Parcela número diecinueve (19) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con el Mar Caribe; por el SUR, con la parcela número catorce (14) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número uno (1) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número ciento ochenta y uno (181) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."----------

---PROPERTY THREE (3) is parcel number eighteen hundred eight hundred thirty (18,830), recorded at page two hundred twenty nine (229) of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry.----------

--- PROPERTY THREE (3) was acquired by MARIANITA and

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QUIRINO when they were married to each other, through deed number ten (10) executed in Mayaguez, Puerto Rico, on February twenty two (22), nineteen hundred eighty eight (1988), before notary public Juan Agustín Rivero, recorded at page number two hundred twenty nine (229) of volume five hundred seventy (570), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred thirty (18,830), second (2nd) inscription. PROPERTY THREE (3) was acquired by the Heirs pursuant to the Last Will and Testament.----------

---The real property tax identification number ("número de catastro") assigned by the Muncipal Revenue Collection Center ("CRIM") to PROPERTY THREE (3) is three hundred seventy nine dash zero zero zero dash zero ten dash zero three dash zero zero zero (379-000-010-03-000).----------

---By its origin, PROPERTY THREE (3) is free of liens and encumbrances.----------

---By itself, PROPERTY THREE (3) is subject to:----------

-----A) Restrictive covenants of edification and use constituted as per deed number seven (7), executed in Mayaguez, Puerto Rico, on February twenty (20), nineteen hundred eighty eight (1988), before notary public Juan Agustín Rivero, recorded at page two hundred twenty nine (229) of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred thirty (18,830), second (2nd) Marginal Note.----------

-----B) Mortgage guaranteeing a mortgage note to the order of its bearer, in the principal sum of FIFTY THOUSAND

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DOLLARS ($50,000), with interest at a variable rate over the preferential rate, due upon demand, constituted as per deed number one thousand seven hundred sixty seven (1,767), executed in Mayaguez, Puerto Rico, on July twelve (12), two thousand (2000), before notary public Francisco Biaggi Landrón, recorded at page twenty one (21), of volume seven hundred fifty seven (757), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred thirty (18,830), third (3rd) inscription, modified as per deed number four hundred seven (407), executed in Mayaguez, Puerto Rico, on June eighteen (18), two thousand four (2004), before notary public Esther Rebeca Luzón Colón, recorded at page twenty one (21), of volume seven hundred fifty seven (757), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred thirty (18,830), fourth (4th) inscription.----------

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----------**PROPERTY FOUR (4)**----------

---**"RUSTICA:** Parcela número ciento ochenta y uno (181) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con el Mar Caribe; por el SUR, con la parcela número catorce (14) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número diecinueve (19) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número ciento ochenta y dos (182) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."----------

---PROPERTY FOUR (4) is parcel number eighteen thousand eight hundred sixteen (18,816), recorded at page one hundred forty five (145) of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

--- PROPERTY FOUR (4) was acquired by MARIANITA and QUIRINO when they were married to each other, through deed number eight (8), executed in Mayaguez, Puerto Rico, on February twenty (20), nineteen hundred eighty eight (1988), before notary public Juan Agustín Rivera, recorded at page one hundred forty five (145), of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred sixteen (18,816), second (2nd) inscription. PROPERTY FOUR (4) was acquired by the Heirs pursuant to the Last Will and Testament.----------

---The real property tax identification number ("número de catastro") assigned by the Muncipal Revenue Collection Center ("CRIM") to PROPERTY FOUR (4) is three hundred seventy nine dash zero zero zero dash zero zero nine dash zero five dash zero zero zero (379-000-009-05-000).----------

---By its origin, PROPERTY FOUR (4) is free of liens and encumbrances.----------

---By itself, PROPERTY FOUR (4) is subject to the following liens and encumbrances:----------

-----A) Restrictive covenants of edification and use, constituted as per deed number seven (7), executed in Mayaguez, Puerto Rico, on February twenty (20), nineteen hundred eighty eight (1988), before notary public Juan Agustín Rivero, recorded at page one hundred forty five (145), of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred sixteen (18,816), first (1st) recording.-

----------PROPERTY FIVE (5)----------

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---**"RUSTICA:** Parcela número treinta y dos (32) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número cuarenta y uno (41) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número sesenta y cinco (65) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número treinta y nueve (39) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número setenta y tres (73) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."----------

---PROPERTY FIVE (5) is parcel number eighteen thousand six hundred ninety five (18,695), recorded at page nineteen (19) of volume five hundred eight (508), of Cabo Rojo, Section of San Germán of the Registry.----------

--- PROPERTY FIVE (5) was acquired by MARIANITA and QUIRINO when they were married to each other, through deed number thirty four (34), executed in Cabo Rojo, Puerto Rico, on September nineteen (19), two thousand eight (2008), before notary public Martín Aguilar Martínez, presented for inscription on March six (6), two thousand twenty three (2023), at entry number two thousand twenty three dash zero two six zero one six dash "S""G" zero one (2023-026016-SG01) of the Karibe System, First (1st) Section of San Germán of the Registry. PROPERTY FIVE (5) was acquired by the Heirs pursuant to the Last Will and Testament.----------

---The real property tax identification number ("número de catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to PROPERTY FIVE (5) is four hundred two dash zero zero eight dash three hundred twenty seven dash twenty five dash zero zero zero (402-008-327-25-000).--------

---By its origin, PROPERTY FIVE (5) is free of liens and encumbrances.----------

---By itself, PROPERTY FIVE (5) is subject to the following liens and encumbrances:----------

-----A) Mortgage over PROPERTY FIVE (5) and other parcels of land guaranteeing a mortgage note in favor of Doral Bank, or to its order, in the principal sum of one million seven hundred thousand dollars ($1,700,000), and whereby PROPERTY FIVE (5) responds for the sum of NINETEEN THOUSAND SEVEN HUNDRED SEVENTY SIX DOLLARS ($19,776), with interest at fifteen per cent (15%) per annum, due upon demand, constituted by deed number forty one (41), executed in San Juan, Puerto Rico, on May thirty one (31), two thousand (2000), before notary public Francisco Pujol Meneses, recorded at page ten (10) of volume eight hundred sixty four (864), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand six hundred ninety five (18,695), third (3rd) inscription, clarified by deed number forty five (45), executed in San Juan, Puerto Rico, on August twenty two (22), two thousand five (2005), before notary public Francisco Pujol Meneses, recorded at the margin of the third (3rd) inscription.----------

-----B) Mortgage over PROPERTY FIVE (5) and other parcels of land guaranteeing a mortgage note in favor of Doral Bank, or to its order, in the principal sum of one million three hundred thousand dollars ($1,300,000), and whereby PROPERTY FIVE (5) responds for the sum of FIFTEEN THOUSAND ONE HUNDRED TWENTY THREE DOLLARS ($15,123), with interest at fifteen per cent (15%) per annum,

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due upon demand, constituted by deed number thirty two (32), executed in San Juan, Puerto Rico, on April twenty five (25), two thousand one (2001), before notary public Francisco Pujol Meneses, recorded at page ten (10) of volume eight hundred sixty four (864), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand six hundred ninety five (18,695), fourth (4th) inscription, clarified by deed number forty five (45), executed in San Juan, Puerto Rico, on August twenty two (22), two thousand five (2005), before notary public Francisco Pujol Meneses, recorded at the margin of the fourth (4th) inscription.----------

-----C) Mortgage over PROPERTY FIVE (5) and other parcels of land guaranteeing a mortgage note in favor of its bearer, or to its order, in the principal sum of three hundred seventy thousand dollars ($370,000), and whereby PROPERTY FIVE (5) responds for the sum of FOUR THOUSAND SIX HUNDRED TWENTY FIVE DOLLARS ($4,625), with interest at five per cent (5%) per annum, due upon demand, constituted by deed number ninety two (92), executed in Mayaguez, Puerto Rico, on September twenty nine (29), two thousand five (2005), before notary public José M. Biaggi Junquera, recorded at the overleaf of page ten (10), of volume eight hundred sixty four (864), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand six hundred ninety five (18,695), sixth (6th) inscription.----------

----------**PROPERTY SIX (6)**----------

---**"RUSTICA:** Parcela número dieciocho (18), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con la

parcela número uno (1) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número veintidós (22) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número sesenta (60) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número catorce (15) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."-----

---PROPERTY SIX (6) is parcel number eighteen thousand eight hundred twenty nine (18,829), recorded at page two hundred twenty three (223) of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry.----------

---PROPERTY SIX (6) was acquired by MARIANITA and QUIRINO when they were married to each other, through deed number two hundred fifty eight (258), executed in Mayaguez, Puerto Rico, on December twenty three (23), nineteen ninety three (1993), before notary public José A. Olivieri Rodríguez, recorded at page two hundred twenty four (224) of volume five hundred ten (510), of volume five hundred nine (509) of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred twenty nine (18,829) third (3rd) inscription. PROPERTY SIX (6) was acquired by the Heirs pursuant to the Last Will and Testament.----------

---The real property tax identification number ("número de catastro") assigned by CRIM to PROPERTY SIX (6) is three hundred seventy nine dash zero ninety nine dash three hundred twenty seven dash seventy nine dash zero zero zero (379-099-327-79-000).----------

---By its origin, PROPERTY SIX (6) is subject to easements in favor or all public utilities. ----------

---By itself, the PROPERTY SIX (6) is free of liens and

encumbrances.----------

---MARIA JULIA, JULIO, ROLANDO and JOHANNA represent and warrant that they will acquire the PROPERTY in their personal capacities, as heirs of QUIRINO and not as part of any conjugal partnership.----------

---SECOND: Buyer wishes to acquire an option to buy the PROPERTY, with all its improvements, and rights and annexes, together with the possession thereof, and Sellers wish to grant, and hereby grant, said option to Buyer (hereinafter the "Option"), which is done pursuant to this public instrument and in accordance with the following:----------

----------TERMS AND CONDITIONS:----------

-----2.1. The purchase-sale price of the PROPERTY will be the lump sum of SEVEN MILLION TWO HUNDRED THOUSAND DOLLARS ($7,200,000), of which (i) ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000) will correspond and will be allocated to PROPERTY ONE (1); (ii) ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000) will correspond and will be allocated to PROPERTY TWO (2); ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000) will correspond and will be allocated to PROPERTY THREE (3); (iv) ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000) will correspond and will be allocated to PROPERTY FOUR (4); ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000) will correspond and will be allocated to PROPERTY FIVE (5); and ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000) will

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correspond and will be allocated to PROPERTY SIX (6).-------

---The SEVEN MILLION TWO HUNDRED THOUSAND DOLLARS ($7,200,000) purchase price of the PROPERTY is payable as follows:----------

----------2.1.1. the sum of THREE HUNDRED SIXTY THOUSAND DOLLARS ($360,000) has been paid by Buyer to Sellers simultaneously with the execution of this public deed, as consideration for the Option and as good faith deposit (the "Deposit"), which will be non-reimbursable, except only as set forth below in this public deed. Sellers hereby acknowledge receipt of the Deposit. Of said Deposit, (i) SIXTY THOUSAND DOLLARS ($60,000) will correspond and will be allocated to PROPERTY ONE (1); (ii) SIXTY THOUSAND DOLLARS ($60,000) will correspond and will be allocated to PROPERTY TWO (2); (iii) SIXTY THOUSAND DOLLARS ($60,000) will correspond and will be allocated to PROPERTY THREE (3); (iv) SIXTY THOUSAND DOLLARS ($60,000) will correspond and will be allocated to PROPERTY FOUR (4); (v) SIXTY THOUSAND DOLLARS ($60,000) will correspond and will be allocated to PROPERTY FIVE (5); and (vi) SIXTY THOUSAND DOLLARS ($60,000) will correspond and will be allocated to PROPERTY SIX (6).----------

----------2.1.2 the sum of SIX MILLION EIGHT HUNDRED FORTY THOUSAND DOLLARS ($6,840,000) will be payable in full by Buyer to the order of Sellers, simultaneously with the execution of the purchase sale public deed whereby Buyer will acquire fee simple title to the PROPERTY and the possession thereof, pursuant to the Option (the "Purchase-Sale Deed"). Of said amount, (i) ONE MILLION

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ONE HUNDRED FORTY THOUSAND DOLLARS ($1,140,000) will correspond and will be allocated to PROPERTY ONE (1); (ii) ONE MILLION ONE HUNDRED FORTY THOUSAND DOLLARS ($1,140,000) will correspond and will be allocated to PROPERTY TWO (2); (iii) ONE MILLION ONE HUNDRED FORTY THOUSAND DOLLARS ($1,140,000) will correspond and will be allocated to PROPERTY THREE (3); (iv) ONE MILLION ONE HUNDRED FORTY THOUSAND DOLLARS ($1,140,000) will correspond and will be allocated to PROPERTY FOUR (4); (v) ONE MILLION ONE HUNDRED FORTY THOUSAND DOLLARS ($1,140,000) will correspond and will be allocated to PROPERTY FIVE (5); and (vi) ONE MILLION ONE HUNDRED FORTY THOUSAND DOLLARS ($1,140,000) will correspond and will be allocated to PROPERTY SIX (6).-----

---As per the specific instructions of Sellers, all payments to Sellers pursuant to this deed and to the Purchase-Sale Deed will be by deposited by Buyer in an escrow account on behalf of Sellers at The Title Security Group.----------

-----2.2. The Option is granted for a term equal to: (i) one (1) year, starting on the date of execution of this public deed and ending on June nine (9), two thousand twenty four (2024); or (ii) thirty (30) calendar days after the Heirs present for inscription or recording their fifty percent (50%) participation or interest in the PROPERTY through the filing of the required documents or "Instancias" in the Registry, **whichever occurs later** (the "Term").----------

-----2.3. Upon the execution of the Purchase-Sale Deed, the Deposit will be credited to the portion of the purchase-sale

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price payable on the date of execution of the Purchase-Sale Deed.----------

-----2.4. If the Term ends and Buyer has not bought the PROPERTY within the Term (except for reasons attributable to Sellers), then the Deposit will be lost by Buyer, and will become the property of Sellers, as liquidated damages. If the PROPERTY cannot be bought by Buyer within the Term, for reasons attributable to Sellers, then Sellers will reimburse the Deposit to Buyer at the end of the Term.----------

-----2.5. The real estate property taxes payable to the Centro de Recaudaciones de Ingresos Municipales ("CRIM"), and all special taxes (if applicable) of the PROPERTY will be the responsibility of Sellers and payable by Sellers up to the date of execution of the Purchase-Sale Deed (the "Closing Date"). Thereafter they shall be the responsibility of Buyer and payable by Buyer.----------

-----2.6. The Purchase-Sale Deed shall be executed before a notary public selected by Buyer.----------

-----2.7. Deeds to cancel any liens or encumbrances affecting the PROPERTY, if any, existing at the time of execution of the Purchase-Sale Deed, except any permitted encumbrances, will be executed no later than the Closing Date, before a notary public selected by Buyer.----------

-----2.8. Through the Purchase-Sale Deed, Buyer will acquire recordable fee simple title to the PROPERTY and the possession thereof, "as is, where is", free and clear of occupants, liens and encumbrances, except permitted encumbrances disclosed in this deed, if any. During the Term of the Option, Sellers will have the possession of the

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PROPERTY and will be allowed to conduct legal business activities in the PROPERTY.----------

-----2.9. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of the Property of Puerto Rico of this public deed and of the Purchase-Sale Deed will be paid by Buyer.----------

-----2.10. The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of the Property of the deeds of cancellation mentioned in Section 2.7, above (if any) shall be paid by Sellers.----------

-----2.11. This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them.----------

-----2.12. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of Puerto Rico in the event of any litigation pursuant to this public deed.

-----2.13. All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

------TO SELLERS:----------
------MARIANITA CARBÓ CRUZ----------
------Urbanización Belmonte----------
------Calle Madrid 50----------
------Mayaguez, Puerto Rico 00680----------

------MARIA JULIA MERINO MORENO----------
------Urbanización Belmonte----------
------Calle Galicia 63----------
------Mayaguez, Puerto Rico 00680----------
------mjuliamerino@gmail.com----------

------JULIO MERINO RODRIGUEZ----------
------2141 SW 66 Avenue----------
------Miami, Florida 33155----------

------ROLANDO MERINO CARBÓ----------
------14139 Little River Drive----------
------Baytown, Texas 77523----------

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------JOHANNA MERINO CARBÓ----------
------9521 Whiteheart Drive----------
------Fredericksburg, Virginia 22407----------
------johanna_merino@hotmail.com----------

------OSMARY MERINO HERNANDEZ----------
------2141 SW 66 Avenue----------
------Miami, Florida 33155----------

------OSMARA ROSA MERINO HERNANDEZ----------
------2141 SW 66 Avenue----------
------Miami, Florida 33155----------

------OMAR MERINO JIMENEZ----------
------2141 SW 66 Avenue----------
------Miami, Florida 33155----------

------TO BUYER:----------
------PR INVESTCO LLC----------
-------733 Third Avenue----------
-------New York, NY 10017----------
------Attention: Eileen Sawyer----------
-----Electronic Mail: roberto.ruiz@ccgc.com.do----------

------TO THE BROKER:----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920----------
------Attention: José Enrique Pérez Cruz----------
-----Electronic Mail: passportre@gmail.com----------

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-----2.14. Sellers represent and warrant to Buyer that, to the best of Sellers' knowledge, there are no toxic, dangerous, contaminated or contaminating substances, in the PROPERTY, and the PROPERTY has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----2.15. The appearing parties acknowledge that the Broker, Mister José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the subject of this Option. The fees to Mr. Pérez Cruz and his associates, if any, for said service will be the responsibility of Buyer, and paid to the Broker simultaneously

with the execution of the Purchase-Sale Deed, only if the Option is exercised by Buyer and Buyer buys the PROPERTY pursuant to the Option. Said fees will amount to THREE HUNDRED SIXTY THOUSAND DOLLARS ($360,000), equivalent to five percent (5%) of the purchase-sale price of the PROPERTY.----------

-----2.16. The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed.----------

-----2.17. In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgement, judicial order or similar document, then and in that event the rest of this public deed will continue in full force and effect.----------

-----2.18. During the Term, Buyer and its employees, agents and/or contractors are authorized to enter the PROPERTY to make studies and/or surveys, identify boundaries, take measurements, identify and demarcate the maritime zone ("deslinde de la zona marítimo terrestre") and make inspections, during business days and hours. During the Term, Buyer and its employees, agents and/or contractors are authorized to obtain al necessary certifications of the maritime zone ("deslinde de la zona marítimo Terrestre") from the Department of Natural Resourced of the Commonwealth of Puerto Rico and/or from any and all agencies or governmental entities with jurisdiction about the boundaries of the maritime zone ("zona marítimo Terrestre"). The persons entering the PROPERTY pursuant to this authorization will be responsible for the damages suffered or caused by them in the

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PROPERTY. Every employee who enters the PROPERTY pursuant to this authorization will be insured by a valid policy of the Puerto Rico State Insurance Fund, and, if applicable, of the "Chauffers' Insurance" or "Seguro Choferil". In addition, Buyer will have in place, during the term of the Option, a public liability insurance policy covering damages caused or suffered in the PROPERTY by the persons who enter it pursuant to this authorization, with a minimum coverage of ONE MILLION DOLLARS ($1,000,000) per occurrence. Sellers will appear as co-insured in the policy, together with Buyer.----------

-----2.19. During the Term, Buyer is authorized to seek the approvals, permits and endorsements necessary for the development in the PROPERTY of a residential, recreational and tourism project, or of part of a residential, recreational and tourism project, provided the existing DTS zoning of the PROPERTY is not changed, and that such approvals, permits and endorsements (i) comply with the requirements of the existing DTS zoning of the PROPERTY; and (ii) do not negatively affect and/or diminish the value or quality of the PROPERTY. The aforesaid authorization includes authorization to identify and demarcate the maritime zone ("deslinde de la zona marítimo terrestre). Sellers hereby commit to confirm this authorization in writing if required by Buyer, for presentation to the corresponding public or governmental agencies and entities. If the PROPERTY is not purchased by Buyer, all approvals, permits and endorsements obtained by Buyer for the PROPERTY pursuant to the aforesaid authorization will be transferred and

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assigned by Buyer to Sellers at the end of the Term, at no cost to Sellers.----------

-----2.20. The PROPERTY may not be altered during the Term, except only if specifically authorized in advance, in writing, by Sellers and Buyer.----------

-----2.21. The Option is not transferable by Sellers. Conversely, Buyer is authorized to transfer or assign this agreement and all its rights and obligations hereunder, at the sole option and discretion of Buyer.----------

-----2.22. The appearing parties agree that this Deed of Option will remain in full force and effect, obliges the appearing parties, and their successors, heirs or assigns, according to the Laws of the Commonwealth of Puerto Rico. ----------



---THIRD: Additional Documentation. The parties hereto agree to execute and deliver any additional instruments and documents that may be necessary to record the transaction contemplated in this deed in the Registry of the Property of Puerto Rico. Any costs and expenses, including attorneys' fees, incurred in connection with the execution of any additional instruments and documents shall be for the account of the Buyer. ----------

---FOURTH: Request to the Registrar. The Honorable Registrar of the Property of Puerto Rico is respectfully requested to record in the Registry of the Property of Puerto Rico the Option, as set forth in this deed.----------

---FIFTH: If Buyer does not purchase the PROPERTY pursuant to the Option, Buyer will, within thirty (30) consecutive calendar days after the end of the Term, at Buyer's cost and expense, (i) cancel the lien or encumbrance

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on the PROPERTY created by the Option; and (ii) file for recordation in the Registry of the Property of Puerto Rico any and all documents needed for the recording of said cancellation in the Registry of the Property. If the appearance of Sellers is required in said cancellation, Sellers will appear therein. ----------

---

----------ACCEPTANCE AND WARNINGS----------

---The appearing parties to this deed accept the same as drafted because it has been drawn up in accordance with their stipulations, terms and conditions. I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this deed and they were fully advised by me thereon. Specifically, I advised them of the following:----------



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-----(a) That any liens or encumbrances affecting title to the PROPERTY that may be filed for recordation prior to the filing of this deed may be legally binding and could take precedence over this deed.----------

-----(b) It is advisable to verify the status of liens and encumbrances on the PROPERTY as they may appear from the Registry of the Property of Puerto Rico on the date hereof and of the adverse consequences which may result from the failure to do so. To this effect, the appearing parties have been warned and advised by the subscribing Notary Public about the following: (i) that the digital system of recordation of the Digital Registry of Immovable Property of the Commonwealth of Puerto Rico provides Access to the Electronic Diary of Daily Operations, the Electronic Book of Recordation's, and the Single Book of Lines ("Libro Unico de Embargos") twenty four (24) hours a day, seven (7) days a week for both inquiries and filings which may affect the registration or rights under this deed; (ii) that said electronic books have been reviewed up to the date of the title search prepared for this transaction; and (iii) that the authorizing Notary Public has not consulted the Registry of the Property of Puerto Rico in any way whatsoever after the date of the aforementioned title search, to all of which the appearing parties give their acceptance and compliance, being fully aware of its consequences.----------

-----(c) That this deed was prepared in accordance with title searches (the "Title Searches"), prepared by **Capital Title Services, Inc.**, an entity engaged in such business, and not by the undersigned Notary. The aforementioned Title

MARIA DEL ROSARIO PUJOL THOMPSON
ABOGADO-NOTARIO

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Searches are dated February twenty one (21), two thousand twenty three (2023). ----------

-----(d) The appearing parties accept the Title Search and are satisfied with the contents thereof. Consequently, the appearing parties release the Notary from any responsibility due to errors or omissions in said Title Search and/or due to any changes in the title to the PROPERTY or in its liens and encumbrances that might occur between the date of the Title Search and the date this deed is presented to the Registry of the Property of Puerto Rico for registration.----------

-----(e) The necessity and convenience of obtaining a negative certification of debt from the Municipal Revenue Collection Center tax rolls (CRIM – Centro de Recaudaciones de Ingresos Municipales) regarding the PROPERTY.----------

-----(f) This deed must be recorded in the appropriate Section of the Registry of the Property of Puerto Rico in order to bind all rights herein to third-parties.----------

---The appearing parties waived the right which I advised them they had to have witnesses to the execution of this deed; but, upon my advice, made use of their right to read the same, and, finding it drafted to their entire satisfaction, having been advised by me, the Notary, of the pertinent legal warnings and reservations, acknowledging that they have understood this deed in all its parts, fully ratify and confirm the statements contained herein as the true and exact embodiment of their stipulations, terms, and conditions, proceed to sign before me, and to affix their initials on each folio of the same.----------

---And I, the Notary, do hereby CERTIFY AND ATTEST as to my personal knowledge or identification of the appearing

MARIA DEL ROSARIO PUJOL THOMPSON ABOGADO-NOTARIO

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parties and as to their personal circumstances, in accordance with their statements, as well as to all other things herein contained.----------

---I, the Notary, CERTIFY AND GIVE FAITH.----------

MARIA DEL ROSARIO PUJOL THOMPSON
ABOGADO-NOTARIO

MARIA DEL ROSARIO PUJOL THOMPSON
ABOGADO-NOTARIO

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CERTIFICO que en la misma fecha y lugar de su otorgamiento expedí primera copia certificada a favor de la parte compradora. DOY FE. ----

Notario(a) Público(a)

MARIA DEL ROSARIO PUJOL THOMPSON
ABOGADO-NOTARIO

G.D.F.R.

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----DEED NUMBER TWENTY NINE (29)----------

------ DEED OF OPTION TO PURCHASE REAL ESTATE ------

---In the City of San Juan, Puerto Rico, on this twelfth (12th) day of May, two thousand twenty three (2023),----------

---------- **BEFORE ME,** ----------

---MARIA DEL ROSARIO PUJOL THOMPSON, Attorney-at-Law and Notary Public in and for the Commonwealth of Puerto Rico, with residence in Guaynabo, Puerto Rico, and offices located at suite two hundred (200), Puerta del Condado Building, one thousand ninety five (1095) Wilson Street, San Juan, Puerto Rico,----------

---------- **APPEAR:** ----------

---AS PARTY OF THE FIRST PART: ROBERTO DANIEL ACOSTA MARTIN, of legal age, single, electrical engineer and resident of Cabo Rojo, Puerto Rico (hereinafter "Roberto");----------

---AS PARTY OF THE SECOND PART: JAVIER ACOSTA MARTIN, of legal age, married, electrical engineer and resident of Cabo Rojo, Puerto Rico (hereinafter "Javier");-------

---AS PARTY OF THE THIRD PART: CARLOS DAVID ACOSTA MARTIN, of legal age, single, contractor and resident of Hormigueros, Puerto Rico (hereinafter "Carlos");----------

---AS PARTY OF THE FOURTH PART: RAMONITA MARTIN VELEZ, of legal age, single, property owner and resident of Cabo Rojo, Puerto Rico (hereinafter "Ramonita"). Ramonita appears herein represented by her three (3) attorneys-in-fact, Roberto, Javier and Carlos, pursuant to Deed of General Durable Power of Attorney and Designation

of Tutor ("Poder General Duradero y Designación de Tutor"), executed by Ramonita in Cabo Rojo, Puerto Rico, on January nineteen (19), two thousand twenty three (2023), before notary public Carlos E. Ortíz Collado (the "Power of Attorney"). Notification of the execution of the Power of Attorney was recorded with the number eighteen seventeen dash three hundred sixty (1817-360), on January thirty (30), two thousand twenty three (2023), at the General Registry of Notarial Competencies (Registro General de Competencias Notariales") of the Office of Notarial Inspections ("Oficina de Inspección de Notarías") of the Supreme Court of Puerto Rico.----------

---I, the Notary, hereby certify to have had before me a certified copy of the Power of Attorney, and in my opinion, the Power of Attorney is in full compliance with the all legal requirements needed to authorize Roberto, Javier and Carlos to appear in this public Deed on behalf of Ramonita.----------

---Roberto, Javier, Carlos and Ramonita will be referred jointly hereinafter as "Sellers".----------

---AS PARTY OF THE FIFTH PART: PR INVESTCO LLC (hereinafter "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of the State of Delaware, United States of America, represented herein by its authorized representative, MS. GLADYS OMAYRA FONTANEZ REYES, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this public deed arises from Certificate of Resolution of PR INVESTCO LLC signed by Eileen Sawyer in her capacity of Manager of PR INVESTCO

MARIA DEL ROSARIO PUJOL THOMPSON ABOGADO-NOTARIO

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LLC, executed on December thirteen (13), two thousand twenty two (2022), in New York, New York, United States of America, before notary public Eric Orenstein, an original of which I, the Notary, hereby certify to have had before me, and which, in my opinion, is in full compliance with all legal requirements to authorize Ms. Gladys Omayra Fontanez Reyes to appear in this public deed on behalf of Buyer; and----------

---AS THE PARTY OF THE SIXTH PART: JOSE ENRIQUE PEREZ CRUZ, also known as José E. Pérez (hereinafter the "Broker"), who is of legal age, married, real estate broker, and resident of Bayamón, Puerto Rico.----------

---I, the Notary, certify that I am personally acquainted with all parties, and through their statements, I further certify as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and accordingly they do hereby----------

----------STATE AND AGREE----------

---FIRST: <u>The Property; Title, Liens and Encumbrances</u>.------

-----One. <u>Title</u>. Sellers are the owners in fee simple title ("pleno dominio") and have the possession of the parcel of land described in the Spanish Language as follows (hereinafter the "PROPERTY"):----------

---"RUSTICA: Parcela número setenta y dos (72), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalente a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En linderos: por el NORTE, con la parcela número cuarenta y dos (42) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5)

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pertenecen a esta parcela; por el SUR, con la parcela número setenta y tres (73) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número cuarenta y uno (41) y servidumbre de paso de diez (10) metros de ancho de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con el Mar Caribe.----------
---Para uso de fines agrícolas."----------

---The PROPERTY is property number eighteen thousand seven hundred eighteen (18,718), recorded at page number sixty seven (67), of volume eight hundred sixty four (864), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

---The real property tax identification number ("número de catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to the PROPERTY is four hundred and two dash zero zero seven dash three hundred twenty seven dash ninety dash zero zero zero (402-007-327-90-000).----------

---The PROPERTY, by its origin and by itself is free of liens and/or encumbrances.----------

---SECOND: Buyer wishes to acquire an option to buy the PROPERTY, with all its improvements, and rights and annexes, and Sellers wish to grant, and hereby grant, said option to Buyer (hereinafter the "Option"), which is done pursuant to this public instrument and in accordance with the following----------

----------TERMS AND CONDITIONS:----------

-----2.1. The purchase-sale price of the PROPERTY will be the lump sum of ONE MILLION DOLLARS ($1,000,000), payable to Sellers simultaneously with the execution of the deed whereby Buyer acquires fee simple title ("pleno dominio") to the PROPERTY (the "Purchase-Sale Deed").-----

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-----2.2. As consideration for the Option, Buyer has paid to Sellers, simultaneously with the execution of this public deed or before its execution, the sum of FIFTY THOUSAND DOLLARS ($50,000), as good faith deposit (the "Deposit"), which will be non-reimbursable, except only as set forth below in this public deed. Sellers hereby acknowledge receipt of the Deposit.----------

-----2.3. The Option is granted for a term (the "Term") equal to: (i) nine (9) months, starting on the date of execution of this public deed and ending on February twelve (12), two thousand twenty four (2024); or (ii) thirty (30) calendar days after the Sellers file for Recordation in the Registry of the Property of Puerto Rico all documentation required to grant to Sellers fee simple title to the PROPERTY, as legitimate heirs of Roberto Acosta Cabán (the "Instancia"), **whichever occurs later**.----------

-----2.4. The Deposit will be credited to the first payment of the purchase-sale price of the PROPERTY which will be made on the date of the execution of the Purchase-Sale Deed.----------

-----2.5. If the Term ends and Buyer has not bought the PROPERTY within the Term (except for reasons attributable to Sellers), then the Deposit will be lost by Buyer, and will become the property of Sellers, as liquidated damages. If the PROPERTY cannot be bought by Buyer within the Term, for reasons attributable to Sellers, then Sellers will reimburse the Deposit to Buyer at the end of the Term.----------

-----2.6. The real estate property taxes payable to the Centro de Recaudaciones de Ingresos Muncipales ("CRIM"),

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and all special taxes (if applicable) of the PROPERTY will be the responsibility of Sellers and payable by Sellers up to the date of execution of the Purchase-Sale Deed (the "Closing Date"). Thereafter they shall be the responsibility of Buyer and payable by Buyer.----------

-----2.7. The Purchase-Sale Deed shall be executed before a notary public selected by Buyer.----------

-----2.8. Through the Purchase-Sale Deed, Buyer will acquire recordable fee simple title to the PROPERTY and the possession thereof, "as is, where is", free and clear of occupants, liens and encumbrances. During the Term of the Option, Sellers will have the possession of the PROPERTY and will be allowed to conduct legal business activities in the PROPERTY.----------

-----2.9. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of the Property of Puerto Rico of this public deed and of the Purchase-Sale Deed will be paid by Buyer.----------

-----2.10. This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them.----------

-----2.11. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of Puerto Rico, Section of San Juan, in the event of any litigation pursuant to this public deed.----------

-----2.12. All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

------TO SELLERS:----------

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------Roberto D. Acosta Martín----------
------PO Box 6534----------
------Mayaguez, PR 00681----------
------Electronic Mail: rmartin@amelectricpr.com----------

------Javier Acosta Martín----------
------PO Box 6534----------
------Mayaguez, PR 00681----------
------Electronic Mail: jacosta@amelectricpr.com----------

------Carlos D. Acosta Martín----------
------PO Box 6534----------
------Mayaguez, PR 00681----------
------Electronic Mail: cacosta@mpl-pr.com----------

------Ramonita Martín Vélez----------
------PO Box 6534----------
------Mayaguez, PR 00681----------
------Electronic Mail: racosta@accurateworks.com----------

------TO BUYER:----------
------PR INVESTCO LLC----------
-------733 Third Avenue----------
-------New York, NY 10017----------
------Attention: Eileen Sawyer----------
-----Electronic Mail: roberto.ruiz@ccgc.com.do----------

------TO THE BROKER:----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920----------
------Attention: José Enrique Pérez Cruz----------
-----Electronic Mail: passportre@gmail.com----------

-----2.13. Sellers represent and warrant to Buyer that, to the best of Sellers' knowledge, in the PROPERTY there are no toxic, dangerous, contaminated or contaminating substances, and that the PROPERTY has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----2.14. The appearing parties acknowledge that the Broker, mister José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the subject of this Option. The fees to Mr. Pérez Cruz

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and his associates, if any, for said service will be the responsibility of Buyer and paid simultaneously with the execution of the Purchase-Sale Deed, only if the Option is exercised by Buyer and Buyer buys the PROPERTY pursuant to the Option. Said fees will amount to FIFTY THOUSAND DOLLARS ($50,000), equivalent to five percent (5%) of the purchase-sale price of the PROPERTY.----------

-----2.15. The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed.----------

-----2.16. In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgement or judicial order, then and in that event the rest of this public deed will continue in full force and effect.

-----2.17. During the Term, Buyer and its employees, agents and/or contractors are authorized to enter the PROPERTY to make studies, identify boundaries, take measurements and make inspections, during business days and hours, and the persons entering the PROPERTY pursuant to this authorization will be responsible for the damages suffered or caused by them in the PROPERTY. Every employee who enters the PROPERTY pursuant to this authorization will be insured by a valid policy of the Puerto Rico State Insurance Fund, and, if applicable, of the "Chauffers' Insurance" or "Seguro Choferil". In addition, Buyer will have in place, during the term of the Option, a public liability insurance policy covering damages caused or suffered in the PROPERTY by the persons who enter it pursuant to this authorization, with a minimum coverage of ONE MILLION DOLLARS ($1,000,000)

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per occurrence. Sellers will appear as co-insured in the policy, together with Buyer.----------

-----2.18. During the Term, Buyer is authorized to seek the approvals, permits and endorsements necessary for the development in the PROPERTY of a residential, recreational and tourism project, or of part of a residential, recreational and tourism project, provided the existing DTS zoning of the PROPERTY is not changed, and that such approvals, permits and endorsements (i) comply with the requirements of the existing DTS zoning of the PROPERTY; and (ii) do not negatively affect and/or diminish the value or quality of the PROPERTY. Sellers hereby commit to confirm this authorization in writing if required by Buyer, for presentation to the corresponding public or governmental agencies and entities. If the PROPERTY is not purchased by Buyer, all approvals, permits and endorsements obtained by Buyer for the PROPERTY pursuant to the aforesaid authorization will be transferred and assigned by Buyer to Sellers at the end of the Term, at no cost to Sellers.----------

-----2.19. The PROPERTY may not be altered during the Term, except only if specifically authorized in advance, in writing, by Sellers and Buyer.----------

-----2.20. The Option is not transferable by Sellers. Conversely, Buyer is authorized to transfer or assign this agreement and all its rights and obligations hereunder, at the sole option and discretion of Buyer to any entity affiliated to or assigned by Buyer.----------

---**THIRD:** Additional Documentation. The parties hereto agree to execute and deliver any additional instruments and

MARIA DEL ROSARIO PUJOL THOMPSON ABOGADO-NOTARIO

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documents that may be necessary to record the transaction contemplated in this deed in the Registry of the Property of Puerto Rico. Any costs and expenses, including attorneys' fees, incurred in connection with the execution of any additional instruments and documents shall be for the account of the Buyer. ----------

---**FOURTH:** Request to the Registrar. The Honorable Registrar of the Property of Puerto Rico is respectfully requested to record in the Registry of the Property of Puerto Rico the Option, as set forth in this deed.----------

---**FIFTH:** If Buyer does not purchase the PROPERTY pursuant to the Option, Buyer will, within thirty (30) consecutive calendar days after the end of the Term, at Buyer's cost and expense, (i) cancel the lien or encumbrance on the PROPERTY created by the Option; and (ii) file for recordation in the Registry of the Property of Puerto Rico any and all documents needed for the recording of said cancellation in the Registry of the Property. If the appearance of Sellers is required in said cancellation, Sellers will appear therein.----------

MARIA DEL ROSARIO PUJOL THOMPSON ABOGADO-NOTARIO

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R.D.A.

----------**ACCEPTANCE AND WARNINGS**----------

---The appearing parties to this deed accept the same as drafted because it has been drawn up in accordance with their stipulations, terms and conditions. I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this deed and they were fully advised by me thereon. Specifically, I advised them of the following:----------

-----(a) That any liens or encumbrances affecting title to the PROPERTY that may be filed for recordation prior to the filing

of this deed may be legally binding and could take precedence over this deed.----------

-----(b) It is advisable to verify the status of liens and encumbrances on the PROPERTY as they may appear from the Registry of the Property of Puerto Rico on the date hereof and of the adverse consequences which may result from the failure to do so. To this effect, the appearing parties have been warned and advised by the subscribing Notary Public about the following: (i) that the digital system of recordation of the Digital Registry of Immovable Property of the Commonwealth of Puerto Rico provides Access to the Electronic Diary of Daily Operations, the Electronic Book of Recordations, and the Single Book of Liens ("Libro Unico de Embargos") twenty four (24) hours a day, seven (7) days a week for both inquiries and filings which may affect the registration or rights under this deed; (ii) that said electronic books have been reviewed up to the date of the title search prepared for this transaction; and (iii) that the authorizing Notary Public has not consulted the Registry of the Property of Puerto Rico in any way whatsoever after the date of the aforementioned title search, to all of which the appearing parties give their acceptance and compliance, being fully aware of its consequences.----------

-----(c) That this deed was prepared in accordance with a title search (the "Title Search"), prepared by **Capital Title Services, Inc.**, an entity engaged in such business, and not by the undersigned Notary. The aforementioned Title Search is dated November four (4), two thousand twenty two (2022).----------

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-----(d) The appearing parties accept the Title Search and are satisfied with the contents thereof. Consequently, the appearing parties release the Notary from any responsibility due to errors or omissions in said Title Search and/or due to any changes in the title to the PROPERTY or in its liens and encumbrances that might occur between the date of the Title Search and the date this deed is presented to the Registry of the Property of Puerto Rico for registration.----------

-----(e) The necessity and convenience of obtaining a negative certification of debt from the Municipal Revenue Collection Center tax rolls (CRIM – Centro de Recaudaciones de Ingresos Municipales) regarding the PROPERTY.----------

-----(f) This deed must be recorded in the appropriate Section of the Registry of the Property of Puerto Rico in order to bind all rights herein to third-parties.----------

---The appearing parties waived the right which I advised them they had to have witnesses to the execution of this deed; but, upon my advice, made use of their right to read the same, and, finding it drafted to their entire satisfaction, having been advised by me, the Notary, of the pertinent legal warnings and reservations, acknowledging that they have understood this deed in all its parts, fully ratify and confirm the statements contained herein as the true and exact embodiment of their stipulations, terms, and conditions, proceed to sign before me, and to affix their initials on each folio of the same.----------

---And I, the Notary, do hereby CERTIFY AND ATTEST as to my personal knowledge or identification of the appearing parties and as to their personal circumstances, in accordance with their statements, as well as to all other things herein

MARIA DEL ROSARIO PUJOL THOMPSON
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contained.----------

---I, the Notary, CERTIFY AND GIVE FAITH.----------





G.O.F.R.

TDA

CERTIFICO que en la misma fecha y lugar de su otorgamiento expedí primera copia certificada a favor de la parte compradora. DOY FE. ----

Notario(a) Público(a)

----DEED NUMBER TEN (10)----------

------ DEED OF OPTION TO PURCHASE REAL ESTATE ------

---In the City of San Juan, Puerto Rico, on this seventeenth (17th) day of February, two thousand twenty three (2023),-------

---------- **BEFORE ME,** ----------

---MARIA DEL ROSARIO PUJOL THOMPSON, Attorney-at-Law and Notary Public in and for the Commonwealth of Puerto Rico, with residence in Guaynabo, Puerto Rico, and offices located at suite two hundred (200), Puerta del Condado Building, one thousand ninety five (1095) Wilson Street, San Juan, Puerto Rico,----------

---------- **APPEAR:** ----------

---AS PARTY OF THE FIRST PART: BRYAN MELENDEZ SALGADO, of legal age, single, property owner and resident of Naranjito, Puerto Rico (hereinafter referred to as "BRYAN");----------

---AS PARTY OF THE SECOND PART: ESTEBAN HERNANDEZ RIVERA, of legal age, married to Ivette Marie Alvarado Sojo, with whom he has no conjugal partnership pursuant to the pre-nuptial agreement constituted as per deed number ninety four (94), executed in Bayamón, Puerto Rico, on November twenty three (23), two thousand twenty one (2021), before notary public Roberto Almodóvar Rodríguez, professor and resident of Bayamón, Puerto Rico (hereinafter referred to as "ESTEBAN");----------

---AS PARTY OF THE THIRD PART: EDGARDO MANUEL HERNANDEZ ALVARADO, and his wife, CYNTHIA CARIDAD MELENDEZ SALGADO, both of legal age, married to each other, manager and teacher, respectively,

MARÍA DEL ROSARIO PUJOL THOMPSON ABOGADO-NOTARIO

and residents of Collierville, State of Tennessee, United States of America. Cynthia Caridad Meléndez Salgado appears herein represented by her attorney in fact, her husband Edgardo Manuel Hernández Alvarado, pursuant to a General Power of Attorney ("Poder General"), constituted as per deed number seventy one (71), executed in Naranjito, Puerto Rico, on December twenty eight (28), two thousand twenty two (2022), before notary public Héctor Manuel Marrero Marrero. The aforementioned General Power of Attorney was recorded as number eighteen fourteen dash four hundred thirty (1814-430) at the "Oficina de Inspección de Notarías ("ODIN") on January ten (10), two thousand twenty three (2023). I, the Notary, hereby certify that I have had before me a certified copy of said General Power of Attorney, that I have reviewed it, together with a certified copy of the aforesaid General Power of Attorney, and that, in my opinion, said document is legally valid and correct, and comply with all legal requirements needed to authorize Edgardo Manuel Hernández Alvarado to appear in this public deed on behalf of Cynthia Caridad Meléndez Salgado, as attorney in fact of Cynthia Caridad Meléndez Salgado. Edgardo Manuel Hernández Alvarado and Cynthia Caridad Meléndez Salgado will be hereinafter jointly referred to as "EDGARDO";----------

---BRYAN, ESTEBAN and EDGARDO will be hereinafter jointly referred to as "Sellers").----------

---AS PARTY OF THE FOURTH PART: PR INVESTCO LLC (hereinafter "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of

the State of Delaware, United States of America, represented herein by its authorized representative, MS. GLADYS OMAYRA FONTANEZ REYES, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this public deed arises from Certificate of Resolution of PR INVESTCO LLC signed by Eileen Sawyer, in her capacity of Manager of PR INVESTCO LLC, on February fifteen (15) two thousand twenty three (2023), in New York, New York, United States of America, before notary public Eric Orenstein, an original of which I, the Notary, hereby certify to have had before me, and which, in my opinion, is in full compliance with all legal requirements to authorize Ms. Gladys Omayra Fontanez Reyes to appear in this public deed on behalf of Buyer; and----------

---AS THE PARTY OF THE FIFTH PART: Mister **JOSE ENRIQUE PEREZ CRUZ**, also known as José E. Pérez (hereinafter the "Broker"), who is of legal age, married, real estate broker, and resident of Bayamón, Puerto Rico.----------

---I, the Notary, certify that I am personally acquainted with all parties, and through their statements, I further certify as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and accordingly they do hereby----------

----------STATE AND AGREE----------

---FIRST: <u>The Property; Title, Liens and Encumbrances</u>.------

---Sellers are the owners in fee simple title ("pleno dominio") and have the possession of a parcel of land which will be

referred to hereinafter as the "PARCEL". The PARCEL is jointly owned by BRYAN, ESTEBAN and EDGARDO. Each of them owns a one third (⅓) participation in the PARCEL. The PARCEL is described in the Spanish language as follows, according to the Registry of the Property of Puerto Rico:----------

---**"RUSTICA:** Parcela marcada con el número ciento nueve (109) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida de veintiún mil novecientos seis punto diecisiete (21,906.17) metros cuadrados, equivalentes a cinco punto cinco mil setecientas treinta y cinco (5.5735) cuerdas. En lindes, por el NORTE, con la parcela número ciento cuatro (104); por el SUR, con la parcela número cincuenta y ocho (58), la cual contiene parte de la servidumbre de paso para su acceso de quince (15) metros de ancho, de los cuales siete punto cincuenta (7.50) metros pertenecen a esta parcela; por el ESTE, con las parcelas número cincuenta y nueve (59) y sesenta (60), que contienen ambas partes de la servidumbre de paso para su acceso de quince (15) metros de ancho, de los cuales siete punto cincuenta (7.50) metros pertenecen a esta parcela; y por el OESTE, con las parcelas número ciento diez (110), ciento once (111) y ciento doce (112), las cuales contienen parte de la servidumbre de paso para su acceso de quince (15) metros de ancho, de los cuales siete punto cincuenta (7.50) metros pertenecen a esta parcela.----------
---Esta parcela está afectada por una servidumbre de paso compuesta de tres mil seiscientos cincuenta y seis punto sesenta y dos (3,656.62) metros cuadrados, la cual se compone de siete punto cincuenta (7.50) metros lineales de ancho por cuatrocientos noventa y dos punto cuarenta y siete (492.47) metros lineales de largo por sus colindancias Sur, Este y Oeste para uso agrícola. Dicha finca fue mensurada por el Agrimensor Frank Lozada Díaz el día diez (10) de febrero de dos mil cuatro (2004)."----------

---the PARCEL is recorded at the overleaf of page one hundred sixty five (165) of volume eight hundred forty three (843) of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, property number eighteen thousand eight hundred forty three (18,843).----------

---The PARCEL is subject to the following liens and/or encumbrances:----------

---By its origin, the PARCEL is free and clear of liens and

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encumbrances.----------

---By itself, the PARCEL is subject to the following liens and encumbrances:----------

-----(A) Restrictive covenants as per deed number one hundred thirty three (133), executed in Mayaguez, Puerto Rico, on November twenty (20), two thousand three (2003), before notary public Luis Roberto Santos, recorded at page one hundred sixty six (166) of volume eight hundred forty three (843), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, parcel number eighteen thousand eight hundred forty three (18,843), third (3rd) recording.----------

---The PARCEL was acquired by Sellers through deed number two hundred sixty two (262), executed in Guaynabo, Puerto Rico, on December twenty nine (29), two thousand twenty one (2021), before notary public Joel Rolando Rodríguez Sánchez, recorded at entry two thousand twenty one dash one six eight five one eight dash "S" "G" zero one (2021-168518-SG01) of the Karibe System of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

---Sellers represent that, according to the information provided by the Centro de Recaudaciones de Ingresos Municipales ("CRIM"), the real estate tax property identification number ("catastro") of the PARCEL is four zero two dash zero zero nine dash three two seven dash eighty three dash zero zero zero (402-009-327-83-000).----------

---SECOND: Buyer wishes to acquire an option to buy the PARCEL, with all its improvements, and rights and annexes,

"as is, where is", and Sellers wish to grant, and hereby grant, said option to Buyer (hereinafter the "Option"), which is done pursuant to this public instrument and in accordance with the following----------

----------**TERMS AND CONDITIONS:**----------

-----2.1. The purchase-sale price of the PARCEL will be the lump sum of FOUR HUNDRED FIFTY THOUSAND DOLLARS ($450,000), payable in full, through manager's check or wire transfer to the order of Sellers, simultaneously with the execution of the purchase sale public deed whereby Buyer will acquire fee simple title to the PARCEL and the possession thereof, pursuant to the Option (the "Purchase-Sale Deed").----------

---Of said purchase-sale price of FOUR HUNDRED FIFTY THOUSAND DOLLARS ($450,000), (i) one third (⅓), or ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000), corresponds and will be payable to BRYAN; (ii) one third (⅓), or ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000), corresponds and will be payable to ESTEBAN; and (iii) one third (⅓), or ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000), corresponds and will be payable to EDGARDO.----------

-----2.2. As consideration for the Option, Buyer has paid to Sellers, simultaneously with the execution of this public deed or before its execution, the sum of TWENTY TWO THOUSAND FIVE HUNDRED DOLLARS ($22,500), as good faith deposit (the "Deposit"), which will be non-reimbursable, except only as set forth below in this public deed. Of said Deposit of TWENTY TWO THOUSAND FIVE HUNDRED

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DOLLARS ($22,500), (i) one third (⅓) or SEVEN THOUSAND FIVE HUNDRED DOLLARS ($7,500), corresponds and will be payable to BRYAN; (ii) one third (⅓) or SEVEN THOUSAND FIVE HUNDRED DOLLARS ($7,500), corresponds and will be payable to ESTEBAN; and (iii) one third (⅓) or SEVEN THOUSAND FIVE HUNDRED DOLLARS ($7,500), corresponds and will be payable to EDGARDO.----------Sellers hereby acknowledge receipt of the Deposit.----------

-----2.3. The Option begins simultaneously with the execution of this deed and will mature on February seventeen (17), two thousand twenty four (2024) (the "Term").----------

-----2.4. If the Term ends and Buyer has not bought the PARCEL within the Term (except for reasons attributable to Sellers), then the Deposit will be lost by Buyer, and will become the property of Sellers, as liquidated damages. If the PARCEL cannot be bought by Buyer within the Term, for reasons attributable to Sellers, then Sellers will reimburse the Deposit to Buyer at the end of the Term.----------

-----2.5. The real estate property taxes payable to the Centro de Recaudaciones de Ingresos Muncipales ("CRIM"), and all special taxes (if applicable) of the PARCEL will be the responsibility of Sellers and payable by Sellers up to the date of execution of the Purchase-Sale Deed (the "Closing Date"). Thereafter they shall be the responsibility of Buyer and payable by Buyer.----------

-----2.6. The Purchase-Sale Deed shall be executed before a notary public selected by Buyer.----------

-----2.7. Deeds to cancel any existing liens or encumbrances affecting the PARCEL at the time of execution

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of the Purchase-Sale Deed, if any, other than the Rights of Way and restrictive covenants described hereinabove, will be executed no later than the Closing Date, before a notary public selected by Sellers.----------

-----2.8. Through the Purchase-Sale Deed, Buyer will acquire recordable fee simple title to the PARCEL and the possession thereof, "as is, where is", free and clear of occupants, liens and encumbrances, with no representations or warranties, except only those specifically set forth in this public deed.----------

-----2.9. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of the Property of Puerto Rico of this public deed and of the Purchase-Sale Deed will be paid by Buyer.----------

-----2.10. The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of the Property of the deeds of cancellation mentioned in Section 2.7, above (if any) shall be paid by Sellers Said deed(s) of cancelation will be executed before a notary public selected by Sellers.----------

-----2.11. This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them.----------

-----2.12. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of Puerto Rico in the event of any litigation pursuant to this public deed.

-----2.13. All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

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------TO SELLERS:----------
------BRYAN MELENDEZ SALGADO----------
------HC 74 Box 6026----------
------Naranjito, PR 00719----------
------e-mail: bryanmelendezsalgado@gmail.com----------

------ESTEBAN HERNANDEZ RIVERA----------
------158 Vista de la Bahía----------
------Panorama Village----------
------Bayamón, PR 00957----------
------e-mail: educaeh@gmail.com----------

------EDGARDO MANUEL HERNANEZ ALVARADO and CYNTHIA CARIDAD MELENDEZ SALGADO----------
------1320 Riding Brook Drive----------
------Collierville, TN 38017----------
------e-mail: edgardo328@gmail.com----------

------TO BUYER:----------
------PR INVESTCO LLC----------
-------733 Third Avenue----------
-------New York, NY 10017----------
------Attention: Eileen Sawyer----------
-----Electronic Mail: roberto.ruiz@ccgc.com.do----------

------TO THE BROKER:----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920----------
------Attention: José Enrique Pérez Cruz----------
-----Electronic Mail: passportre@gmail.com----------

-----2.14. Sellers represent and warrant to Buyer that, to the best of Sellers' knowledge, in the PARCEL there are no toxic, dangerous, contaminated or contaminating substances, and the PARCEL has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----2.15. The appearing parties acknowledge that the Broker, mister José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the subject of this Option. The fees to Mr. Pérez Cruz and his associates, if any, for said service will be the

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responsibility of Buyer and paid simultaneously with the execution of the Purchase-Sale Deed, only if the Option is exercised by Buyer and Buyer buys the PARCEL pursuant to the Option. Said fees will amount to TWENTY TWO THOUSAND FIVE HUNDRED DOLLARS ($22,500), equivalent to five percent (5%) of the purchase-sale price of the PARCEL. Sellers will have no obligation to pay any fee of commission to the Broker.----------

-----2.16. The parties acknowledge and agree that, if any representation of Sellers in this public deed is incorrect or incomplete as of the Closing Date, or if, on the Closing Date, the PARCEL is not free of occupants, liens and encumbrances (except the Rights of Way and the restrictive covenants mentioned hereinabove), Buyer may, at its sole discretion, elect not to buy the PARCEL and, in such case, all the Deposit will be immediately returned in full to Buyer by Sellers.----------

-----2.17. The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed.----------

-----2.18. In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgement or judicial order, then and in that event the rest of this public deed will continue in full force and effect.

-----2.19. During the Term, Buyer and its employees, agents and/or contractors are authorized to enter the PARCEL to make studies, identify boundaries, take measurements and make inspections, during business days and hours, and the persons entering the PARCEL pursuant to this authorization

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will be responsible for the damages suffered or caused by them in the PARCEL. Every employee who enters the PARCEL pursuant to this authorization will be insured by a valid policy of the Puerto Rico State Insurance Fund, and, if applicable, of the "Chauffers' Insurance" or "Seguro Choferil". In addition, Buyer will have in place, during the term of the Option, a public liability insurance policy covering damages caused or suffered in the PARCEL by the persons who enter it pursuant to this authorization, with a minimum coverage of ONE MILLION DOLLARS ($1,000,000) per occurrence. Sellers will appear as co-insured parties in the policy, together with Buyer.----------

-----2.20. During the Term, Buyer is authorized to seek the approvals, permits and endorsements necessary for the development in the PARCEL of a residential, recreational and tourism project, or of part of a residential, recreational and tourism project, provided the existing DTS zoning of the PARCEL is not changed, and that such approvals, permits and endorsements (i) comply with the requirements of the existing DTS zoning of the PARCEL; and (ii) do not negatively affect and/or diminish the value or quality of the PARCEL.-----

-----2.21. The PARCEL may not be altered during the Term, except only if specifically authorized in advance, in writing, by Sellers and Buyer.----------

-----2.22. The Option is not transferable by Sellers. Conversely, Buyer is authorized to transfer or assign this agreement and all its rights and obligations hereunder, at the sole option and discretion of Buyer. ----------

---THIRD: Additional Documentation. The parties hereto

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agree to execute and deliver any additional instruments and documents that may be necessary to record the transaction contemplated in this deed in the Registry of the Property of Puerto Rico. Any costs and expenses, including attorneys' fees, incurred in connection with the execution of any additional instruments and documents shall be for the account of the Buyer. ----------

---**FOURTH:** Request to the Registrar. The Honorable Registrar of the Property of Puerto Rico is respectfully requested to record in the Registry of the Property of Puerto Rico the Option, as set forth in this deed.----------

---**FIFTH:** If Buyer does not purchase the PARCEL pursuant to the Option, Buyer will, within thirty (30) consecutive calendar days after the end of the Term, at Buyer's cost and expense, (i) cancel the lien or encumbrance on the PARCEL created by the Option; and (ii) file for recordation in the Registry of the Property of Puerto Rico any and all documents needed for the recording of said cancellation in the Registry of the Property. If the appearance of Sellers is required in said cancellation, Sellers will appear therein.----------

---**SIXTH:** During the Term of the Option, Sellers may not (i) sell the PARCEL to any party other than Buyer; or (ii) mortgage the PARCEL.----------

---**SEVENTH:** This Option may not be transferred or assigned by Sellers, but it may be transferred or assigned by Buyer.-----

----------**ACCEPTANCE AND WARNINGS**----------

---The appearing parties to this deed accept the same as drafted because it has been drawn up in accordance with their stipulations, terms and conditions. I, the Notary, made to the

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appearing parties the necessary legal warnings concerning the execution of this deed and they were fully advised by me thereon. Specifically, I advised them of the following:----------

-----(a) That any liens or encumbrances affecting title to the PARCEL that may be filed for recordation prior to the filing of this deed may be legally binding and could take precedence over this deed.----------

-----(b) It is advisable to verify the status of liens and encumbrances on the PARCEL as they may appear from the Registry of the Property of Puerto Rico on the date hereof and of the adverse consequences which may result from the failure to do so. To this effect, the appearing parties have been warned and advised by the subscribing Notary Public about the following: (i) that the digital system of recordation of the Digital Registry of Immovable Property of the Commonwealth of Puerto Rico provides Access to the Electronic Diary of Daily Operations, the Electronic Book of Recordations, and the Single Book of Lines ("Libro Unico de Embargos") twenty four (24) hours a day, seven (7) days a week for both inquiries and filings which may affect the registration or rights under this deed; (ii) that said electronic books have been reviewed up to the date of the title search prepared for this transaction; and (iii) that the authorizing Notary Public has not consulted the Registry of the Property of Puerto Rico in any way whatsoever after the date of the aforementioned title search, to all of which the appearing parties give their acceptance and compliance, being fully aware of its consequences.----------

-----(c) That this deed was prepared in accordance with title



searches (the "Title Searches"), prepared by **Capital Title Services, Inc.**, an entity engaged in such business, and not by the undersigned Notary. The aforementioned Title Searches are dated September twenty eight (28), two thousand twenty two (2022).----------

-----(d) The appearing parties accept the Title Searches and are satisfied with the contents thereof. Consequently, the appearing parties release the Notary from any responsibility due to errors or omissions in said Title Searches and/or due to any changes in the title to the PARCEL or in its liens and encumbrances that might occur between the date of the Title Searches and the date this deed is presented to the Registry of the Property of Puerto Rico for registration.----------

-----(e) The necessity and convenience of obtaining a negative certification of debt from the Municipal Revenue Collection Center tax rolls (CRIM – Centro de Recaudaciones de Ingresos Municipales) regarding the PARCEL.----------

-----(f) This deed must be recorded in the appropriate Section of the Registry of the Property of Puerto Rico in order to bind all rights herein to third-parties.----------

---The appearing parties waived the right which I advised them they had to have witnesses to the execution of this deed; but, upon my advice, made use of their right to read the same, and, finding it drafted to their entire satisfaction, having been advised by me, the Notary, of the pertinent legal warnings and reservations, acknowledging that they have understood this deed in all its parts, fully ratify and confirm the statements contained herein as the true and exact embodiment of their stipulations, terms, and conditions, proceed to sign before

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me, and to affix their initials on each folio of the same.----------

---And I, the Notary, do hereby CERTIFY AND ATTEST as to my personal knowledge or identification of the appearing parties and as to their personal circumstances, in accordance with their statements, as well as to all other things herein contained.----------

---I, the Notary, CERTIFY AND GIVE FAITH.----------

---[Firmada e inicializada:] Por Bryan Meléndez Salgado, Esteban Hernández Rivera, Edgardo Manuel Hernández Alvarado y Cynthia Caridad Meléndez Salgado, representada por su aopoderado Edgardo Manuel Hernández Alvarado, como la parte vendedora, Gladys Omayra Fontanez Reyes, como representante autorizada de PR Investco LLC y José Enrique Pérez Cruz.----------
---[Firmada, signada, sellada y rubricada:] María del Rosario Pujol Thompson.--------
---Hay en el original los correspondientes sellos de Rentas Internas e Impuesto Notarial cancelados con el signo de la Notario y debidamente estampadas las iniciales del compareciente al margen izquierdo de todos y cada uno de los folios del original y la firma de los comparecientes estampada al final del último folio del original.----------
---CERTIFICO: Que la presente es copia fiel y exacta de la Escritura Número Diez (10) del diecisiete (17) de febrero de dos mil veintitrés (2023), que obra en el protocolo general corriente de esta notaría a mi cargo, al cual me remito, constando la misma de quince (15) folios y, para entregar a la parte compradora, expido la presente Primera Copia Certificada hoy día diecisiete (17) de febrero de dos mil veintitrés (2023), dejando nota de saca al margen izquierdo del original de la Escritura Matriz que obra en mi protocolo.----------
---Yo, la Notaria, DOY FE.----------

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CERTIFICO que en la misma fecha y lugar de su otorgamiento expedí primera copia certificada a favor de la parte compradora. DOY FE. ----

Notario(a) Público(a)

----DEED NUMBER TWELVE (12)----------

------ DEED OF OPTION TO PURCHASE REAL ESTATE ------

---In the City of San Juan, Puerto Rico, on this seventeenth (17th) day of February, two thousand twenty three (2023),--------

---------- **BEFORE ME,** ----------

---MARIA DEL ROSARIO PUJOL THOMPSON, Attorney-at-Law and Notary Public in and for the Commonwealth of Puerto Rico, with residence in Guaynabo, Puerto Rico, and offices located at suite two hundred (200), Puerta del Condado Building, one thousand ninety five (1095) Wilson Street, San Juan, Puerto Rico,----------

---------- **APPEAR:** ----------

---AS PARTY OF THE FIRST PART: ESTEBAN HERNANDEZ RIVERA, of legal age, married to Ivette Marie Alvarado Sojo, with whom he has no conjugal partnership pursuant to the pre-nuptial agreement constituted as per deed number ninety four (94), executed in Bayamón, Puerto Rico, on November twenty three (23), two thousand twenty one (2021), before notary public Roberto Almodóvar Rodríguez, professor and resident of Bayamón, Puerto Rico, who will be referred to hereinafter as "Seller".----------

---AS PARTY OF THE SECOND PART: PR INVESTCO LLC (hereinafter "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of the State of Delaware, United States of America, represented herein by its authorized representative, MS. GLADYS OMAYRA FONTANEZ REYES, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this public deed arises

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from Certificate of Resolution of PR INVESTCO LLC signed by Eileen Sawyer, in her capacity of Manager of PR INVESTCO LLC, on February fifteen (15), two thousand twenty three (2023), in New York, New York, United States of America, before notary public Eric Orenstein, an original of which I, the Notary, hereby certify to have had before me, and which, in my opinion, is in full compliance with all legal requirements to authorize Ms. Gladys Omayra Fontanez Reyes to appear in this public deed on behalf of Buyer; and----

---AS THE PARTY OF THE THIRD PART: Mister **JOSE ENRIQUE PEREZ CRUZ**, also known as José E. Pérez (hereinafter the "Broker"), who is of legal age, married, real estate broker, and resident of Bayamón, Puerto Rico.----------

---I, the Notary, certify that I am personally acquainted with all parties, and, through their statements, I further certify as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and accordingly they do hereby----------

----------STATE AND AGREE----------

---FIRST: The Property; Title, Liens and Encumbrances.------

-----One. Title. Seller is the sole owner in fee simple title ("pleno dominio") and has the possession of the parcel of land described in the Spanish language as follows (hereinafter the "PROPERTY"):----------

---"RUSTICA: Barrio Boquerón de Cabo Rojo. Solar cuarenta (40) (mensurado). Cabida: veinte mil ciento cincuenta y siete punto ochocientos cuarenta y dos (20,157.842) metros cuadrados. Linderos: NORTE, con su camino de acceso de catorce punto cero cero (14.00) metros y con la parcela ciento setenta y nueve (179) de Monte Carlo; por el SUR, con camino de acceso de

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catorce punto cero cero (14.00) metros de ancho que la separa de la parcela noventa y siete (97); por el ESTE, con la parcela veintidós (22) propiedad de Valerie M. Hernández Alvarado y con su camino de acceso de catorce punto cero cero (14.00) metros de ancho que la separa de la parcela ochenta y nueve (89); y por el OESTE, con la parcela treinta y nueve (39), propiedad de Valerie M. Hernández Alvarado."----------

---The PROPERTY is property number eighteen thousand six hundred ninety eight (18,698), recorded at page thirty seven (37), of volume five hundred eight (508), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

---The PROPERTY was acquired by Seller through Deed Number Fifty One (51), executed in Bayamón, Puerto Rico, on September seventeen (17), two thousand twenty (2020), before notary public Roberto Almodóvar Rodríguez, recorded at the Karibe Volume of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, property number eighteen thousand six hundred ninety eight (18,698), fourteenth (14th) recording.----------

---The real property tax identification number ("número de catastro") assigned by the Muncipal Revenue Collection Center ("CRIM") to the PROPERTY is four zero two dash zero nineteen dash three hundred twenty seven dash thirty eight dash zero zero zero (402-019-327-38-000).----------

---The PROPERTY is subject to the following liens and/or encumbrances:----------

---By its origin, the PROPERTY is free of liens and encumbrances.----------

---By itself, the PROPERTY is free of liens and encumbrances.----------

---SECOND: Buyer wishes to acquire an option to buy the

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PROPERTY, with all its improvements, and rights and annexes, and Seller wishes to grant, and hereby grants, said option to Buyer (hereinafter the "Option"), which is done pursuant to this public instrument and in accordance with the following:----------

----------**TERMS AND CONDITIONS:**----------

-----2.1. The purchase-sale price of the PROPERTY will be the lump sum of ONE MILLION SEVEN THOUSAND EIGHT HUNDRED NINETY TWO DOLLARS WITH TEN CENTS ($1,007,892.10), payable as follows:----------

----------2.1.1. the sum of ONE HUNDRED THOUSAND SEVEN HUNDRED EIGHTY NINE DOLLARS WITH TWENTY ONE ($100,789.21) has been paid by Buyer to Seller simultaneously with the execution of this public deed, as consideration for the Option, as good faith deposit (the "Deposit"), which will be non-reimbursable, except only as set forth below in this public deed. Seller hereby acknowledge receipt of the Deposit.----------

----------2.1.2 the sum of THREE HUNDRED TWO THOUSAND THREE HUNDRED SIXTY SEVEN DOLLARS WITH SIXTY THREE CENTS ($302,367.63) will be payable in full, through manager's check to the order of Seller, simultaneously with the execution of the purchase sale public deed whereby Buyer will acquire fee simple title to the PROPERTY and the possession thereof, pursuant to the Option (the "Purchase-Sale Deed").----------

----------2.1.3. the sum of SIX HUNDRED FOUR THOUSAND SEVEN HUNDRED THIRTY FIVE DOLLARS WITH TWENTY SIX CENTS ($604,735.26) will be deferred (the "Deferred

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Purchase Price") and payable in two (2) annual installments of THREE HUNDRED TWO THOUSAND THREE HUNDRED SIXTY SEVEN DOLLARS WITH SIXTY THREE CENTS ($302,367.63) each, on the first (1st) and second (2nd) anniversary of the execution of the Purchase-Sale Deed, respectively.----------

---Interest on the outstanding principal balance of the Deferred Purchase Price will accrue, beginning on the date of execution of the Purchase-Sale Deed and until full payment thereof, at the simple rate of five per cent (5%) per annum, payable together with each of the aforementioned installments of the Deferred Purchase Price.----------

---The Deferred Purchase Price will evidenced and guaranteed by one (1) promissory note, in the principal amount of SIX HUNDRED FOUR THOUSAND SEVEN HUNDRED THIRTY FIVE DOLLARS WITH TWENTY SIX CENTS ($604,735.26), which will be in turn guaranteed by a first mortgage in the principal sum of SIX HUNDRED FOUR THOUSAND SEVEN HUNDRED THIRTY FIVE DOLLARS WITH TWENTY SIX CENTS ($604,735.26) (the "$604,735.26 Mortgage") encumbering the PROPERTY, issued by Buyer to the order of Seller, due in two (2) annual installments of THREE HUNDRED TWO THOUSAND THREE HUNDRED SIXTY SEVEN DOLLARS WITH SIXTY THREE CENTS ($302,367.63) each, on the first (1st) and second (2nd) anniversary of the execution of the Purchase-Sale Deed, respectively, with interest at five per cent (5%) per annum, from the date of execution of the Purchase-Sale Deed and until full payment thereof, payable together with each of the

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aforementioned installments of principal.----------

---The deed of constitution of the $604,735.26 Mortgage will be executed before a notary public selected by Buyer. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of the Property of Puerto Rico of the deed of constitution of the $604,735.26 Mortgage will be paid by Buyer.----------

-----2.2. In addition to the Deposit, and as an additional *sine qua non* condition and consideration for the Option, Buyer will pay to Seller a <u>non-refundable fee</u> (which will not be credited to the purchase-sale price of the PROPERTY), in an amount equivalent to five per cent (5%) per annum on the principal sum of NINE HUNDRED SEVEN THOUSAND ONE HUNDRED TWO DOLLARS WITH EIGHTY NINE CENTS ($907,102.89), from the date of execution of this public deed until (i) the date of execution of the Purchase-Sale Deed; or (ii) the date this Option ends, for any reason whatsoever, whichever occurs first. Said non-refundable fee shall be paid in monthly installments starting thirty (30) calendar days after the date of execution of this public deed and until (i) the date of execution of the Purchase-Sale Deed; or (ii) the date this Option ends for any reason whatsoever, whichever occurs first.----------

-----2.3. The Option is granted for a term of one (1) year, starting on the date of execution of this public deed and ending on February seventeen (17), two thousand twenty four (2024) (the "Term").----------

-----2.4. Upon the execution of the Purchase-Sale Deed, the Deposit will be credited to the portion of the purchase-sale

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price payable on the date of execution of the Purchase-Sale Deed.----------

-----2.5. If the Term ends and Buyer has not bought the PROPERTY within the Term (except for reasons attributable to Seller), then the Deposit will be lost by Buyer, and will become the property of Seller, as liquidated damages. If the PROPERTY cannot be bought by Buyer within the Term, for reasons attributable to Seller, then Seller will reimburse the Deposit to Buyer at the end of the Term.----------

-----2.6. The real estate property taxes payable to the Centro de Recaudaciones de Ingresos Muncipales ("CRIM"), and all special taxes (if applicable) of the PROPERTY will be the responsibility of Seller and payable by Seller up to the date of execution of the Purchase-Sale Deed (the "Closing Date"). Thereafter they shall be the responsibility of Buyer and payable by Buyer.----------

-----2.7. The Purchase-Sale Deed shall be executed before a notary public selected by Buyer.----------

-----2.8. Deeds to cancel any liens or encumbrances affecting the PROPERTY, if any, existing at the time of execution of the Purchase-Sale Deed, except any permitted encumbrances will be executed no later than the Closing Date, before a notary public selected by Buyer.----------

-----2.9. Through the Purchase-Sale Deed, Buyer will acquire recordable fee simple title to the PROPERTY and the possession thereof, "as is, where is", free and clear of occupants, liens and encumbrances, except permitted encumbrances disclosed in this deed, if any. During the Term of the Option, Seller will have the possession of the

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PROPERTY and will be allowed to conduct legal business activities in the PROPERTY.----------

-----2.10. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of the Property of Puerto Rico of this public deed and of the Purchase-Sale Deed will be paid by Buyer.----------

-----2.11. The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of the Property of the deeds of cancellation mentioned in Section 2.8, above (if any) shall be paid by Seller.----------

-----2.12. This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them.----------

-----2.13. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of Puerto Rico in the event of any litigation pursuant to this public deed.

-----2.14. All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

------TO SELLER:----------
------ESTEBAN HERNANDEZ RIVERA ----------
------158 Vista de la Bahía----------
------Panorama Village----------
------Bayamón, Puerto Rico 00957----------
-----Electronic Mail: educaeh@gmail.com----------

------TO BUYER:----------
------PR INVESTCO LLC----------
-------733 Third Avenue----------
-------New York, NY 10017----------
------Attention: Eileen Sawyer----------
-----Electronic Mail: roberto.ruiz@ccgc.com.do----------

------TO THE BROKER:----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920----------
------Attention: José Enrique Pérez Cruz----------

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-----Electronic Mail: passportre@gmail.com----------

-----2.15. Seller represents and warrants to Buyer that, to the best of Seller's knowledge, in the PROPERTY there are no toxic, dangerous, contaminated or contaminating substances, and that the PROPERTY has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----2.16. The appearing parties acknowledge that the Broker, mister José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the subject of this Option. The fees to Mr. Pérez Cruz and his associates, if any, for said service will be the responsibility of Buyer and paid simultaneously with the execution of the Purchase-Sale Deed, only if the Option is exercised by Buyer and Buyer buys the PROPERTY pursuant to the Option. Said fees will amount to FIFTY ONE THOUSAND FOUR HUNDRED SIXTY SEVEN DOLLARS WITH EIGHTY SEVEN CENTS ($51,467.87), equivalent to five percent (5%) of the purchase-sale price of the PROPERTY.----------

-----2.17. The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed.----------

-----2.18. In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgement or judicial order, then and in that event the rest of this public deed will continue in full force and effect.

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-----2.19. During the Term, Buyer and its employees, agents and/or contractors are authorized to enter the PROPERTY to make studies, identify boundaries, take measurements and make inspections, during business days and hours, and the persons entering the PROPERTY pursuant to this authorization will be responsible for the damages suffered or caused by them in the PROPERTY. Every employee who enters the PROPERTY pursuant to this authorization will be insured by a valid policy of the Puerto Rico State Insurance Fund, and, if applicable, of the "Chauffers' Insurance" or "Seguro Choferil". In addition, Buyer will have in place, during the term of the Option, a public liability insurance policy covering damages caused or suffered in the PROPERTY by the persons who enter it pursuant to this authorization, with a minimum coverage of ONE MILLION DOLLARS ($1,000,000) per occurrence. Seller will appear as co-insured in the policy, together with Buyer.----------

-----2.20. During the Term, Buyer is authorized to seek the approvals, permits and endorsements necessary for the development in the PROPERTY of a residential, recreational and tourism project, or of part of a residential, recreational and tourism project, provided the existing DTS zoning of the PROPERTY is not changed, and that such approvals, permits and endorsements (i) comply with the requirements of the existing DTS zoning of the PROPERTY; and (ii) do not negatively affect and/or diminish the value or quality of the PROPERTY. Seller hereby commits to confirm this authorization in writing if required by Buyer, for presentation to the corresponding public or governmental agencies and

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entities. If the PROPERTY is not purchased by Buyer, all approvals, permits and endorsements obtained by Buyer for the PROPERTY pursuant to the aforesaid authorization will be transferred and assigned by Buyer to Seller at the end of the Term, at no cost to Seller.----------

-----2.21. The PROPERTY may not be altered during the Term, except only if specifically authorized in advance, in writing, by Seller and Buyer.----------

-----2.22. The Option is not transferable by Seller. Conversely, Buyer is authorized to transfer or assign this agreement and all its rights and obligations hereunder, at the sole option and discretion of Buyer.----------

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---THIRD: Additional Documentation. The parties hereto agree to execute and deliver any additional instruments and documents that may be necessary to record the transaction contemplated in this deed in the Registry of the Property of Puerto Rico. Any costs and expenses, including attorneys' fees, incurred in connection with the execution of any additional instruments and documents shall be for the account of the Buyer. ----------

---FOURTH: Request to the Registrar. The Honorable Registrar of the Property of Puerto Rico is respectfully requested to record in the Registry of the Property of Puerto Rico the Option, as set forth in this deed.----------

---FIFTH: If Buyer does not purchase the PROPERTY pursuant to the Option, Buyer will, within thirty (30) consecutive calendar days after the end of the Term, at Buyer's cost and expense, (i) cancel the lien or encumbrance on the PROPERTY created by the Option; and (ii) file for

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recordation in the Registry of the Property of Puerto Rico any and all documents needed for the recording of said cancellation in the Registry of the Property. If the appearance of Seller is required in said cancellation, Seller will appear therein.----------

----------ACCEPTANCE AND WARNINGS----------

---The appearing parties to this deed accept the same as drafted because it has been drawn up in accordance with their stipulations, terms and conditions. I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this deed and they were fully advised by me thereon. Specifically, I advised them of the following:----------

-----(a) That any liens or encumbrances affecting title to the PROPERTY that may be filed for recordation prior to the filing of this deed may be legally binding and could take precedence over this deed.----------

-----(b) It is advisable to verify the status of liens and encumbrances on the PROPERTY as they may appear from the Registry of the Property of Puerto Rico on the date hereof and of the adverse consequences which may result from the failure to do so. To this effect, the appearing parties have been warned and advised by the subscribing Notary Public about the following: (i) that the digital system of recordation of the Digital Registry of Immovable Property of the Commonwealth of Puerto Rico provides Access to the Electronic Diary of Daily Operations, the Electronic Book of Recordations, and the Single Book of Lines ("Libro Unico de Embargos") twenty four (24) hours a day, seven (7) days a week for both inquiries and filings which may affect the

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registration or rights under this deed; (ii) that said electronic books have been reviewed up to the date of the title search prepared for this transaction; and (iii) that the authorizing Notary Public has not consulted the Registry of the Property of Puerto Rico in any way whatsoever after the date of the aforementioned title search, to all of which the appearing parties give their acceptance and compliance, being fully aware of its consequences.----------

-----(c) That this deed was prepared in accordance with a title search (the "Title Search"), prepared by **Capital Title Services, Inc.**, an entity engaged in such business, and not by the undersigned Notary. The aforementioned Title Search is dated August seventeen (17), two thousand twenty two (2022).----------

-----(d) The appearing parties accept the Title Search and are satisfied with the contents thereof. Consequently, the appearing parties release the Notary from any responsibility due to errors or omissions in said Title Search and/or due to any changes in the title to the PROPERTY or in its liens and encumbrances that might occur between the date of the Title Search and the date this deed is presented to the Registry of the Property of Puerto Rico for registration.----------

-----(e) The necessity and convenience of obtaining a negative certification of debt from the Municipal Revenue Collection Center tax rolls (CRIM – Centro de Recaudaciones de Ingresos Municipales) regarding the PROPERTY.----------

-----(f) This deed must be recorded in the appropriate Section of the Registry of the Property of Puerto Rico in order to bind all rights herein to third-parties.----------

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---The appearing parties waived the right which I advised them they had to have witnesses to the execution of this deed; but, upon my advice, made use of their right to read the same, and, finding it drafted to their entire satisfaction, having been advised by me, the Notary, of the pertinent legal warnings and reservations, acknowledging that they have understood this deed in all its parts, fully ratify and confirm the statements contained herein as the true and exact embodiment of their stipulations, terms, and conditions, proceed to sign before me, and to affix their initials on each folio of the same.----------

---And I, the Notary, do hereby CERTIFY AND ATTEST as to my personal knowledge or identification of the appearing parties and as to their personal circumstances, in accordance with their statements, as well as to all other things herein contained.----------

---I, the Notary, CERTIFY AND GIVE FAITH.----------

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Sello
4U22-02045186
$120
02/23/2023
$102.00
Sello de Rentas Internas
80004-2023-0223-30352012

CERTIFICO que en la misma fecha y lugar de su otorgamiento expedí primera copia certificada a favor de la parte compradora. DOY FE. ----

Notario(a) Público(a)

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----DEED NUMBER ELEVEN (11)----------

------ DEED OF OPTION TO PURCHASE REAL ESTATE ------

---In the City of San Juan, Puerto Rico, on this seventeenth (17th) day of February, two thousand twenty three (2023),--------

---------- **BEFORE ME,** ----------

---MARIA DEL ROSARIO PUJOL THOMPSON, Attorney-at-Law and Notary Public in and for the Commonwealth of Puerto Rico, with residence in Guaynabo, Puerto Rico, and offices located at suite two hundred (200), Puerta del Condado Building, one thousand ninety five (1095) Wilson Street, San Juan, Puerto Rico,----------

---------- **APPEAR:** ----------

---AS PARTY OF THE FIRST PART: ESTEBAN HERNANDEZ RIVERA, of legal age, married to Ivette Marie Alvarado Sojo, with whom he has no conjugal partnership pursuant to the pre-nuptial agreement constituted as per deed number ninety four (94), executed in Bayamón, Puerto Rico, on November twenty three (23), two thousand twenty one (2021), before notary public Roberto Almodóvar Rodríguez, professor and resident of Bayamón, Puerto Rico, who will be referred to hereinafter as "Seller".----------

---AS PARTY OF THE SECOND PART: PR INVESTCO LLC (hereinafter "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of the State of Delaware, United States of America, represented herein by its authorized representative, MS. GLADYS OMAYRA FONTANEZ REYES, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this public deed arises

from Certificate of Resolution of PR INVESTCO LLC signed by Eileen Sawyer, in her capacity of Manager of PR INVESTCO LLC, on February fifteen (15), two thousand twenty three (2023), in New York, New York, United States of America, before notary public Eric Orenstein , an original of which I, the Notary, hereby certify to have had before me, and which, in my opinion, is in full compliance with all legal requirements to authorize Ms. Gladys Omayra Fontanez Reyes to appear in this public deed on behalf of Buyer; and---

---**AS THE PARTY OF THE THIRD PART:** Mister **JOSE ENRIQUE PEREZ CRUZ**, also known as José E. Pérez (hereinafter the "Broker"), who is of legal age, married, real estate broker, and resident of Bayamón, Puerto Rico.----------

---I, the Notary, certify that I am personally acquainted with all parties, and through their statements, I further certify as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and accordingly they do hereby----------

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----------**STATE AND AGREE**----------

---**FIRST:** <u>The Property; Title, Liens and Encumbrances</u>.------

-----One. <u>Title</u>. Seller is the sole owner in fee simple title ("pleno dominio") and has the possession of the four (4) parcels of land described in the Spanish Language as follows:

----------**PROPERTY ONE (1)**----------

---**"RUSTICA:** Parcela de terreno localizada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, identificada en el Plano de Segregación del Agrimensor Frank Lozada Díaz como el REMANENTE TREINTA Y NUEVE (39), con una cabida superficial de cinco mil ciento nueve meteros cuadrados con treinta y nueve milésimas de metros cuadrados

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(5,109.039 m.c.), equivalentes a una cuerda con dos mil novecientas noventa y nueve diez milésimas de cuerda (1.2999 cda.); colindando por el NORTE, con la parcela treinta y nueve guión letra C (39-C) y con la parcela treinta y nueve guión letra D (39-D) anteriormente segregadas; por el SUR, con la parcela treinta y nueve guión letra B (39-B) anteriormente segregada; por el ESTE, con la parcela ciento setenta y nueve (179) de MC Acquisition Corp. y con la parcela cuarenta (40) antes propiedad de Valerie Marie Hernández Alvarado y hoy propiedad de Esteban Hernández RIvera; y por el OESTE, con la parcela ciento setenta y cuatro (174) de Oriental Bank & Trust, con la parcela treinta y nueve guión letra A (39-A) anteriormente segregada y con la parcela treinta y nueve guión letra B (39-B) anteriormente segregada; y cuyo centroide de este solar bajo el sistema métrico de coordenadas Lambert NAD-ochenta y tres (NAD-83) es: (X = 118,819.742; Y = 217,955.325).----------

---Está afectada a una servidumbre de paso perpetua a favor de las parcelas treinta y nueve guión letra A (39-A) y treinta y nueve guión letra B (39-B) anteriormente segregadas de siete (7) metros de ancho por su colindancia ESTE".----------

---PROPERTY ONE (1) is the remnant of parcel number eighteen thousand six hundred ninety seven (18,697), recorded at page thirty one (31) of volume five hundred eight (508) of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, after four (4) parcels were segregated from it pursuant to Deed Number One Hundred Sixty Eight (168), executed in Cabo Rojo, Puerto Rico, on December first (1st), two thousand twenty one (2021), before notary public Ramón Guillermo Vélez Rivera, pending recordation at entry two thousand twenty one dash one five seven seven five zero dash "S""G" zero one (2021-157750-SG01) of the Karibe System.----------

----------PROPERTY TWO (2)----------

---"RUSTICA: Parcela de terreno localizada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, identificada en el Plano de Segregación del Agrimensor Frank Lozada Díaz como la PARCELA TREINTA Y NUEVE GUION LETRA B (39-B), con una cabida superficial de tres mil novecientos treinta metros cuadrados con cuatrocientas milésimas de metros cuadrados (3,930.400 m.c.), equivalentes a UNA CUERDA (1.0000 cda.); colindando por el NORTE, con el Remanente treinta y nueve (39); por el SUR, con la parcela treinta y nueve guión letra A (39-A) anteriormente segregada; por el ESTE, con su acceso (servidumbre de paso) de siete (7) metros de ancho que forman parte del predio Remanente treinta y nueve (Remanente 39); por el OESTE, con la parcela ciento setenta y cuatro (174) de Oriental Bank & Trust; y cuyo

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centro centroide de este solar bajo el sistema métrico de coordenadas Lambert NAD ochenta y tres (NAD 83) es (X = 118,835.365; Y = 217,920.142).----------
---Está afectada a una servidumbre de paso a favor de Cable TV, Teléfono y Autoridad de Energía Eléctrica (AEE) de cinco (5) pies de ancho por toda su colindancia SUR y ESTE."----------

---PROPERTY TWO (2) was segregated from parcel number eighteen thousand six hundred ninety seven (18,697), recorded at page thirty one (31) of volume five hundred eight (508) of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, pursuant to Deed Number One Hundred Sixty Eight (168), executed in Cabo Rojo, Puerto Rico, on December first (1st), two thousand twenty one (2021), before notary public Ramón Guillermo Vélez Rivera, pending recordation at entry two thousand twenty one dash one five seven seven five zero dash "S""G" zero one (2021-157750-SG01) of the Karibe System.----------

----------PROPERTY THREE (3)----------

---"RUSTICA: Parcela de terreno localizada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, identificada en el Plano de Segregación del Agrimensor Frank Lozada Diez como la PARCELA TREINTA Y NUEVE GUION LETRA C (39-C), con una cabida superficial de tres mil novecientos treinta metros cuadrados con trescientos noventa milésimas de metros cuadrados (3,930.390 m.c.), equivalentes a una cuerda (1.0000 cda.); colindando por el NOR-ESTE, con la parcela treinta y nueve guión letra D (39-D) a segregarse; por el SUR-ESTE, con el Remanente treinta y nueve (39) a segregarse; por el SUR-OESTE, con la parcela ciento setenta y cuatro (174) de Oriental Bank & Trust; y por el NOR-OESTE, con el camino de acceso en tierra existente; y cuyo centroide de este solar bajo el sistema métrico de coordenadas Lambert NAD-ochenta y tres (NAD-83) es: (X = 118,779.314; Y = 217,989.151).----------

---Está afectada a una servidumbre de paso a favor de Cable TV, Teléfono y Autoridad de Energía Eléctrica (AEE) de cinco (5) pies de ancho por toda su colindancia NOR-OESTE."----------

---PROPERTY THREE (3) was segregated from parcel number eighteen thousand six hundred ninety seven (18,697), recorded at page thirty one (31) of volume five hundred eight (508) of Cabo Rojo, Section of San Germán of the Registry of

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the Property of Puerto Rico, pursuant to Deed Number One Hundred Sixty Eight (168), executed in Cabo Rojo, Puerto Rico, on December first (1st), two thousand twenty one (2021), before notary public Ramón Guillermo Vélez Rivera, pending recordation at entry two thousand twenty one dash one five seven seven five zero dash "S""G" zero one (2021-157750-SG01) of the Karibe System.----------

----------**PROPERTY FOUR (4)**----------

---"RUSTICA: Parcela de terreno localizada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, identificada en el Plano de Segregación del Agrimensor Frank Lozada Díaz como la PARCELA TREINTA Y NUEVE GUION LETRA D (39-D), con una cabida superficial de tres mil novecientos treinta metros cuadrados con trescientos ochenta milésimas de metros cuadrados (3,930.380 m.c.), equivalentes a una cuerda (1.0000 cda.); colindando por el NORTE, con la parcela ciento setenta y nueve (179); por el SUR, con la parcela treinta y nueve guión letra C (39-C) anteriormente segregada; por el ESTE, con el Remanente treinta y nueve (39) a segregarse; y por el OESTE, con el camino de acceso en tierra existente; y cuyo centroide de este solar bajo el sistema métrico de coordenadas Lambert NAD-ochenta y tres (NAD83) es: (X = 118,791.577; Y = 218,033.140).----------

---Está afectada a una servidumbre de paso a favor de Cable TV, Teléfono y Autoridad de Energía Eléctrica (AEE) de cinco (5) pies de ancho por toda su colindancia SUR y ESTE."----------

---PROPERTY FOUR (4) was segregated from parcel number eighteen thousand six hundred ninety seven (18,697), recorded at page thirty one (31) of volume five hundred eight (508) of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, pursuant to Deed Number One Hundred Sixty Eight (168), executed in Cabo Rojo, Puerto Rico, on December first (1st), two thousand twenty one (2021), before notary public Ramón Guillermo Vélez Rivera, pending recordation at entry two thousand twenty one dash one five seven seven five zero dash "S""G" zero one (2021-157750-SG01) of the Karibe System.----------

---PROPERTY ONE (1), PROPERTY TWO (2), PROPERTY

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THREE (3) and PROPERTY FOUR (4) will be jointly referred to hereinafter as the "PROPERTY".----------

---The PROPERTY was acquired by Seller through Deed Number Fifty One (51), executed in Bayamón, Puerto Rico, on September seventeen (17), two thousand twenty (2020), before notary public Roberto Almodóvar Rodríguez, recorded at the Karibe Volume of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, parcel number eighteen thousand six hundred ninety seven (18,697), fourteenth (14th) recording.----------

---The real property tax identification number ("número de catastro") assigned by the Muncipal Revenue Collection Center ("CRIM") to the PROPERTY is four zero two dash zero eighteen dash three hundred twenty seven dash forty dash zero zero zero (402-018-327-40-000).----------

---The PROPERTY is subject to the following liens and/or encumbrances:----------

---By its origin, the PROPERTY is free of liens and encumbrances.----------

---By itself, the PROPERTY is free of liens and encumbrances.----------

---SECOND: Buyer wishes to acquire an option to buy the PROPERTY, with all its improvements, and rights and annexes, together with the possession thereof, and Seller wishes to grant, and hereby grants, said option to Buyer (hereinafter the "Option"), which is done pursuant to this public instrument and in accordance with the following:----------

----------TERMS AND CONDITIONS:----------

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-----2.1. The purchase-sale price of the PROPERTY will be the lump sum of NINE HUNDRED FIVE THOUSAND NINE HUNDRED NINETY ONE DOLLARS WITH FORTY FIVE CENTS ($905,991.45), of which (i) TWO HUNDRED FIFTY FIVE THOUSAND FOUR HUNDRED FIFTY ONE DOLLARS WITH NINETY SIX CENTS ($255,451.96) will correspond and will be allocated to PROPERTY ONE (1); (ii) ONE HUNDRED NINETY SIX THOUSAND FIVE HUNDRED TWENTY DOLLARS ($196,520) will correspond and will be allocated to PROPERTY TWO (2); (iii) ONE HUNDRED NINETY SIX THOUSAND FIVE HUNDRED NINETEEN DOLLARS WITH FORTY NINE CENTS ($196,519.49) will correspond and will be allocated to PROPERTY THREE (3); and (iv) TWO HUNDRED FIFTY SEVEN THOUSAND FIVE HUNDRED DOLLARS ($257,500) will correspond and will be allocated to PROPERTY FOUR (4).----------

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---The NINE HUNDRED FIVE THOUSAND NINE HUNDRED NINETY ONE DOLLARS WITH FORTY FIVE CENTS ($905,991.45) purchase price of the PROPERTY is payable as follows:----------

----------2.1.1. the sum of NINETY THOUSAND FIVE HUNDRED NINETY NINE DOLLARS WITH FIFTEEN CENTS ($90,599.15) has been paid by Buyer to Seller simultaneously with the execution of this public deed, as consideration for the Option, as good faith deposit (the "Deposit"), which will be non-reimbursable, except only as set forth below in this public deed. Seller hereby acknowledge receipt of the Deposit. Of said Deposit, (i) TWENTY FIVE THOUSAND FIVE HUNDRED FORTY EIGHT DOLLARS

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WITH NINETY SIX CENTS ($25,548.96) will correspond and will be allocated to PROPERTY ONE (1); (ii) NINETEEN THOUSAND SIX HUNDRED FIFTY DOLLARS WITH NINETY SIX CENTS ($19,650.96) will correspond and will be allocated to PROPERTY TWO (2); (iii) NINETEEN THOUSAND SIX HUNDRED FIFTY DOLLARS WITH NINETY FIVE CENTS ($19,650.95) will correspond and will be allocated to PROPERTY THREE (3); and (iv) TWENTY FIVE THOUSAND SEVEN HUNDRED FORTY EIGHT DOLLARS WITH TWENTY EIGHT CENTS ($25,748.28) will correspond and will be allocated to PROPERTY FOUR (4).----------2.1.2 the sum of TWO HUNDRED SEVENTY ONE THOUSAND SEVEN HUNDRED NINETY SEVEN DOLLARS WITH FORTY FOUR CENTS ($271,797.44) will be payable in full, through manager's check to the order of Seller, simultaneously with the execution of the purchase sale public deed whereby Buyer will acquire fee simple title to the PROPERTY and the possession thereof, pursuant to the Option (the "Purchase-Sale Deed"). Of said amount, (i) SEVENTY SIX THOUSAND SIX HUNDRED FORTY SIX DOLLARS WITH EIGHTY EIGHT CENTS ($76,646.88) will correspond and will be allocated to PROPERTY ONE (1); (ii) FIFTY EIGHT THOUSAND NINE HUNDRED FIFTY TWO DOLLARS WITH EIGHTY SIX CENTS ($58,952.86) will correspond and will be allocated to PROPERTY TWO (2); (iii) FIFTY EIGHT THOUSAND NINE HUNDRED FIFTY TWO DOLLARS WITH EIGHTY FIVE CENTS ($58,952.85) will correspond and will be allocated to PROPERTY THREE (3); and (iv) SEVENTY SEVEN THOUSAND TWO HUNDRED

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FORTY FOUR DOLLARS WITH EIGHTY FIVE CENTS ($77,244.85) will correspond and will be allocated to PROPERTY FOUR (4).----------

----------2.1.3. the sum of FIVE HUNDRED FORTY THREE THOUSAND FIVE HUNDRED NINETEY FOUR DOLLARS WITH EIGHTY SIX CENTS ($543,594.86) will be deferred (the "Deferred Purchase Price"). The Deferred Purchase Price will be distributed as follows among the four (4) parcels which comprise the PROPERTY: (i) ONE HUNDRED FIFTY THREE THOUSAND TWO HUNDRED FIFTY SIX DOLLARS WITH TWELVE CENTS ($153,256.12) will correspond and will be allocated to PROPERTY ONE (1); (ii) ONE HUNDRED SEVENTEEN THOUSAND NINE HUNDRED SIXTEEN DOLLARS WITH EIGHTEEN CENTS ($117,916.18) will correspond and will be allocated to PROPERTY TWO (2); (iii) ONE HUNDRED SEVENTEEN THOUSAND NINE HUNDRED FIFTEEN DOLLARS WITH SIXTY NINE CENTS ($117,915.69) will correspond and will be allocated to PROPERTY THREE (3); and (iv) ONE HUNDRED FIFTY FOUR THOUSAND FIVE HUNDRED SIX DOLLARS WITH EIGHTY SEVEN CENTS ($154,506.87) will correspond and will be allocated to PROPERTY FOUR (4).----------

---The Deferred Purchase Price will be payable in (i) two (2) annual installments of TWO HUNDRED SEVENTY ONE THOUSAND SEVEN HUNDRED NINETY SEVEN DOLLARS WITH FORTY THREE CENTS ($271,797.43) each, on the first (1st) and second (2nd) anniversaries of the execution of the Purchase-Sale Deed.----------

---Of said sum of TWO HUNDRED SEVENTY ONE

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THOUSAND SEVEN HUNDRED SEVENTY NINE DOLLARS WITH FORTY THREE CENTS ($271,797.43) per year to be paid for the first two (2) consecutive years following the execution of the Purchase-Sale Deed, (i) SEVENTY SIX THOUSAND SIX HUNDRED TWENTY EIGHT DOLLARS WITH SIX CENTS ($76,628.06) per year will correspond and will be allocated to PROPERTY ONE (1); (ii) FIFTY EIGHT THOUSAND NONE HUNDRED FIFTY EIGHT DOLLARS WITH NINE CENTS ($58,958.09) per year will correspond and will be allocated to PROPERTY TWO (2); (iii) FIFTY EIGHT THOUSAND NINE HUNDRED FIFTY SEVEN DOLLARS WITH EIGHTY FIVE CENTS ($58,957.85) will correspond and will be allocated to the first (1st) installment of PROPERTY THREE (3), and FIFTY EIGHT THOUSAND NINE HUNDRED FIFTY SEVEN DOLLARS WITH EIGHTY FOUR CENTS ($58,957.84) will correspond and will be allocated to the second (2nd) installment of PROPERTY THREE (3); and (iv) SEVENTY SEVEN THOUSAND TWO HUNDRED FIFTY THREE DOLLARS WITH FORTY THREE CENTS ($77,253.43) per year will correspond and will be allocated to PROPERTY FOUR (4).----------

---Interest on the outstanding principal balance of the Deferred Purchase Price will accrue, beginning on the date of execution of the Purchase-Sale Deed and until full payment thereof, at the simple rate of five per cent (5%) per annum, payable together with each of the aforementioned installments of the Deferred Purchase Price.----------

---The Deferred Purchase Price will evidenced and guaranteed by one (1) promissory note in the principal sum of

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FIVE HUNDRED FORTY THREE THOUSAND FIVE HUNDRED NINETY FOUR DOLLARS WITH EIGHTY SIX CENTS ($543,594.86), which will be in turn guaranteed by a first mortgage encumbering the PROPERTY, in the amount of FIVE HUNDRED FORTY THREE THOUSAND FIVE HUNDRED NINETY FOUR DOLLARS WITH EIGHTY SIX CENTS ($543,594.86) (the "$543,594.86 Mortgage"), issued by Buyer to the order of Seller, due in two (2) annual installments of TWO HUNDRED SEVENTY ONE THOUSAND SEVEN HUNDRED NINETY SEVEN DOLLARS WITH FORTY THREE CENTS ($271,797.43) each, on the first (1st) and second (2nd) anniversaries of the execution of the Purchase-Sale Deed, with interest on the outstanding principal balance at five per cent (5%) per annum, payable together with each of the aforementioned installments of principal.----------

---Pursuant to the $543,594.86 Mortgage, (i) PROPERTY ONE (1) will be mortgaged in the amount of ONE HUNDRED FIFTY THREE THOUSAND TWO HUNDRED FIFTY SIX DOLLARS WITH TWELVE CENTS ($153,256.12); (ii) PROPERTY TWO (2) will be mortgaged in the amount of ONE HUNDRED SEVENTEEN THOUSAND NINE HUNDRED SIXTEEN DOLLARS WITH EIGHTEEN CENTS ($117,916.18); (iii) PROPERTY THREE (3) will be mortgaged in the amount of ONE HUNDRED SEVENTEEN THOUSAND NINE HUNDRED FIFTEEN DOLLARS WITH SIXTY NINE CENTS ($117,915.69); and (iv) PROPERTY FOUR (4) will be mortgaged in the amount of ONE HUNDRED FIFTY FOUR THOUSAND FIVE HUNDRED SIX DOLLARS WITH EIGHTY

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SEVEN CENTS ($154,506.87).----------

---The deed of constitution of the $543,594.86 Mortgage will be executed before a notary public selected by Buyer. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of the Property of Puerto Rico of the deed of constitution of the $543,594.86 Mortgage will be paid by Buyer.----------

-----2.2. In addition to the Deposit, and as an additional *sine qua non* condition and consideration for the Option, Buyer will pay Seller a non-refundable fee (which will not be credited to the purchase-sale price of the PROPERTY), in an amount equivalent to five per cent (5%) per annum on the principal sum of EIGHT HUNDRED FIFTEEN THOUSAND THREE HUNDRED NINETY TWO DOLLARS WITH THIRTY ONE CENTS ($815,392.31), from the date of execution of this public deed until (i) the date of execution of the Purchase-Sale Deed; or (ii) the date this Option ends for any reason whatsoever, whichever occurs first. Said non-refundable fee shall be paid in monthly installments starting thirty (30) calendar days after the date of execution of this public deed and until (i) the date of execution of the Purchase-Sale Deed; or (ii) the date this Option ends for any reason whatsoever, whichever occurs first.----------

-----2.3. The Option is granted for a term of one (1) year, starting on the date of execution of this public deed and ending on February seventeen (17), two thousand twenty four (2024) (the "Term").----------

-----2.4. Upon the execution of the Purchase-Sale Deed, the Deposit will be credited to the portion of the purchase-sale

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price payable on the date of execution of the Purchase-Sale Deed.----------

-----2.5. If the Term ends and Buyer has not bought the PROPERTY within the Term (except for reasons attributable to Seller), then the Deposit will be lost by Buyer, and will become the property of Seller, as liquidated damages. If the PROPERTY cannot be bought by Buyer within the Term, for reasons attributable to Seller, then Seller will reimburse the Deposit to Buyer at the end of the Term.----------

-----2.6. The real estate property taxes payable to the Centro de Recaudaciones de Ingresos Muncipales ("CRIM"), and all special taxes (if applicable) of the PROPERTY will be the responsibility of Seller and payable by Seller up to the date of execution of the Purchase-Sale Deed (the "Closing Date"). Thereafter they shall be the responsibility of Buyer and payable by Buyer.----------

-----2.7. The Purchase-Sale Deed shall be executed before a notary public selected by Buyer.----------

-----2.8. Deeds to cancel any liens or encumbrances affecting the PROPERTY, if any, existing at the time of execution of the Purchase-Sale Deed, except any permitted encumbrances will be executed no later than the Closing Date, before a notary public selected by Buyer.----------

-----2.9. Through the Purchase-Sale Deed, Buyer will acquire recordable fee simple title to the PROPERTY and the possession thereof, "as is, where is", free and clear of occupants, liens and encumbrances, except permitted encumbrances disclosed in this deed, if any. During the Term of the Option, Seller will have the possession of the

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PROPERTY and will be allowed to conduct legal business activities in the PROPERTY.----------

-----2.10. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of the Property of Puerto Rico of this public deed and of the Purchase-Sale Deed will be paid by Buyer.----------

-----2.11. The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of the Property of the deeds of cancellation mentioned in Section 2.8, above (if any) shall be paid by Seller.----------

-----2.12. This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them.----------

-----2.13. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of Puerto Rico in the event of any litigation pursuant to this public deed.

-----2.14. All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

------TO SELLER:----------
------ESTEBAN HERNANDEZ RIVERA ----------
------158 Vista de la Bahía----------
------Panorama Village----------
------Bayamón, Puerto Rico 00957----------
-----Electronic Mail: educaeh@gmail.com----------

------TO BUYER:----------
------PR INVESTCO LLC----------
-------733 Third Avenue----------
-------New York, NY 10017----------
------Attention: Eileen Sawyer----------
-----Electronic Mail: roberto.ruiz@ccgc.com.do----------

------TO THE BROKER:----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920----------
------Attention: José Enrique Pérez Cruz----------

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-----Electronic Mail: passportre@gmail.com----------

-----2.15. Seller represents and warrants to Buyer that, to the best of Seller's knowledge, in the PROPERTY there are no toxic, dangerous, contaminated or contaminating substances, and that the PROPERTY has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----2.16. The appearing parties acknowledge that the Broker, mister José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the subject of this Option. The fees to Mr. Pérez Cruz and his associates, if any, for said service will be the responsibility of Buyer and paid simultaneously with the execution of the Purchase-Sale Deed, only if the Option is exercised by Buyer and Buyer buys the PROPERTY pursuant to the Option. Said fees will amount to FORTY THREE THOUSAND ONE HUNDRED FIFTY DOLLARS WITH THIRTY FOUR CENTS ($43,150.34), equivalent to five percent (5%) of the purchase-sale price of the PROPERTY.----------

-----2.17. The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed.----------

-----2.18. In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgement or judicial order, then and in that event the rest of this public deed will continue in full force and effect.

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-----2.19. During the Term, Buyer and its employees, agents and/or contractors are authorized to enter the PROPERTY to make studies, identify boundaries, take measurements and make inspections, during business days and hours, and the persons entering the PROPERTY pursuant to this authorization will be responsible for the damages suffered or caused by them in the PROPERTY. Every employee who enters the PROPERTY pursuant to this authorization will be insured by a valid policy of the Puerto Rico State Insurance Fund, and, if applicable, of the "Chauffers' Insurance" or "Seguro Choferil". In addition, Buyer will have in place, during the term of the Option, a public liability insurance policy covering damages caused or suffered in the PROPERTY by the persons who enter it pursuant to this authorization, with a minimum coverage of ONE MILLION DOLLARS ($1,000,000) per occurrence. Seller will appear as co-insured in the policy, together with Buyer.----------

-----2.20. During the Term, Buyer is authorized to seek the approvals, permits and endorsements necessary for the development in the PROPERTY of a residential, recreational and tourism project, or of part of a residential, recreational and tourism project, provided the existing DTS zoning of the PROPERTY is not changed, and that such approvals, permits and endorsements (i) comply with the requirements of the existing DTS zoning of the PROPERTY; and (ii) do not negatively affect and/or diminish the value or quality of the PROPERTY. Seller hereby commits to confirm this authorization in writing if required by Buyer, for presentation to the corresponding public or governmental agencies and

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entities. If the PROPERTY is not purchased by Buyer, all approvals, permits and endorsements obtained by Buyer for the PROPERTY pursuant to the aforesaid authorization will be transferred and assigned by Buyer to Seller at the end of the Term, at no cost to Seller.----------

-----2.21. The PROPERTY may not be altered during the Term, except only if specifically authorized in advance, in writing, by Seller and Buyer.----------

-----2.22. The Option is not transferable by Seller. Conversely, Buyer is authorized to transfer or assign this agreement and all its rights and obligations hereunder, at the sole option and discretion of Buyer.----------

---**THIRD:** Additional Documentation. The parties hereto agree to execute and deliver any additional instruments and documents that may be necessary to record the transaction contemplated in this deed in the Registry of the Property of Puerto Rico. Any costs and expenses, including attorneys' fees, incurred in connection with the execution of any additional instruments and documents shall be for the account of the Buyer. ----------

---**FOURTH:** Request to the Registrar. The Honorable Registrar of the Property of Puerto Rico is respectfully requested to record in the Registry of the Property of Puerto Rico the Option, as set forth in this deed.----------

---**FIFTH:** If Buyer does not purchase the PROPERTY pursuant to the Option, Buyer will, within thirty (30) consecutive calendar days after the end of the Term, at Buyer's cost and expense, (i) cancel the lien or encumbrance on the PROPERTY created by the Option; and (ii) file for

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recordation in the Registry of the Property of Puerto Rico any and all documents needed for the recording of said cancellation in the Registry of the Property. If the appearance of Seller is required in said cancellation, Seller will appear therein.----------

----------ACCEPTANCE AND WARNINGS----------

---The appearing parties to this deed accept the same as drafted because it has been drawn up in accordance with their stipulations, terms and conditions. I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this deed and they were fully advised by me thereon. Specifically, I advised them of the following:----------

-----(a) That any liens or encumbrances affecting title to the PROPERTY that may be filed for recordation prior to the filing of this deed may be legally binding and could take precedence over this deed.----------

-----(b) It is advisable to verify the status of liens and encumbrances on the PROPERTY as they may appear from the Registry of the Property of Puerto Rico on the date hereof and of the adverse consequences which may result from the failure to do so. To this effect, the appearing parties have been warned and advised by the subscribing Notary Public about the following: (i) that the digital system of recordation of the Digital Registry of Immovable Property of the Commonwealth of Puerto Rico provides Access to the Electronic Diary of Daily Operations, the Electronic Book of Recordations, and the Single Book of Lines ("Libro Unico de Embargos") twenty four (24) hours a day, seven (7) days a week for both inquiries and filings which may affect the

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registration or rights under this deed; (ii) that said electronic books have been reviewed up to the date of the title search prepared for this transaction; and (iii) that the authorizing Notary Public has not consulted the Registry of the Property of Puerto Rico in any way whatsoever after the date of the aforementioned title search, to all of which the appearing parties give their acceptance and compliance, being fully aware of its consequences.----------

-----(c) That this deed was prepared in accordance with a title search (the "Title Search"), prepared by **Capital Title Services, Inc.**, an entity engaged in such business, and not by the undersigned Notary. The aforementioned Title Search is dated August seventeen (17), two thousand twenty two (2022).----------

-----(d) The appearing parties accept the Title Search and are satisfied with the contents thereof. Consequently, the appearing parties release the Notary from any responsibility due to errors or omissions in said Title Search and/or due to any changes in the title to the PROPERTY or in its liens and encumbrances that might occur between the date of the Title Search and the date this deed is presented to the Registry of the Property of Puerto Rico for registration.----------

-----(e) The necessity and convenience of obtaining a negative certification of debt from the Municipal Revenue Collection Center tax rolls (CRIM – Centro de Recaudaciones de Ingresos Municipales) regarding the PROPERTY.---------

-----(f) This deed must be recorded in the appropriate Section of the Registry of the Property of Puerto Rico in order to bind all rights herein to third-parties.----------

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---The appearing parties waived the right which I advised them they had to have witnesses to the execution of this deed; but, upon my advice, made use of their right to read the same, and, finding it drafted to their entire satisfaction, having been advised by me, the Notary, of the pertinent legal warnings and reservations, acknowledging that they have understood this deed in all its parts, fully ratify and confirm the statements contained herein as the true and exact embodiment of their stipulations, terms, and conditions, proceed to sign before me, and to affix their initials on each folio of the same.----------

---And I, the Notary, do hereby CERTIFY AND ATTEST as to my personal knowledge or identification of the appearing parties and as to their personal circumstances, in accordance with their statements, as well as to all other things herein contained.----------

---I, the Notary, CERTIFY AND GIVE FAITH.----------

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Sello

4U22-02045185

5120
02/23/2023
$92.00

Sello de Rentas Internas
80004-2023-0223-30352004

CERTIFICO que en la misma fecha y lugar de su otorgamiento expedí primera copia certificada a favor de la parte compradora. DOY FE. ----

Notario(a) Público(a)

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----ESCRITURA NUMERO: VEINTIDÓS (22)----------

----------OPCIÓN DE COMPRA DE INMUEBLES----------

---En San Juan, Puerto Rico, el día diecinueve (19) de octubre de dos mil veintidós (2022);----------

----------ANTE MI,----------

---MARIA DEL ROSARIO PUJOL THOMPSON, abogada y notaria publica en y para el Estado Libre Asociado de Puerto Rico, con residencia en Guaynabo, Puerto Rico, y estudio abierto en la oficina número doscientos (200) del Edificio Puerta del Condado, en la Calle Wilson número mil noventa y cinco (1095), Condado, San Juan, Puerto Rico, ----------

----------COMPARECEN:----------

---DE LA PRIMERA PARTE: ANTONIO JUAN BARTOLOME FAS ALZAMORA, mayor de edad, casado con Ileana Pacheco Morales, abogado y vecino de Cabo Rojo, Puerto Rico (en adelante "Antonio"), quien comparece en su capacidad personal;----------

---DE LA SEGUNDA PARTE: MARGARITA DE LOURDES FAS ALZAMORA, mayor de edad, soltera, propietaria y vecina de San Juan, Puerto Rico (en adelante "Margarita").----------

---Antonio y Margarita serán llamados conjuntamente los "Vendedores" en adelante en la presente escritura,--------

---DE LA TERCERA PARTE: PR INVESTCO LLC (en adelante la "Compradora"), una compañía de responsabilidad limitada organizada y existente al amparo de las leyes del Estado de Delaware de los Estados Unidos de América, representada en esta escritura por su representante autorizada, GLADYS OMAYRA FONTANEZ REYES (en

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adelante "Gladys"), quien es mayor de edad, soltera, abogada y vecina de San Juan, Puerto Rico y quien está debidamente autorizada a comparecer en la presente escritura en representación de la Compradora, según surge de Certificación de Resolución de PR INVESTCO LLC, suscrita por Eileen Sawyer, en su carácter de Gerente ("Manager") de PR INVESTCO LLC, el día doce (12) de octubre de dos mil veintidós (2022), ante el notario público John J. Franco, cuyo original, Yo, la Notaria, certifico que he examinado y que, en mi opinión, cumple con todos los requisitos legales necesarios para autorizar a Gladys a comparecer en esta escritura en representación de la Compradora; y ----------

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M.L.F.a.
J.E.P
G.D.F.R.

---DE LA CUARTA PARTE: JOSE ENRIQUE PEREZ CRUZ, también conocido como José E. Pérez (en adelante el "Corredor"), quien es mayor de edad, casado, corredor de bienes raíces y vecino de Bayamón, Puerto Rico.----------

---Yo, la Notaria, certifico que conozco personalmente a todos los comparecientes y que, por sus dichos, conozco sus respectivas edades, estados civiles, ocupaciones y direcciones residenciales. Me aseguran tener y, a mi juicio, tienen la capacidad legal necesaria para el presente otorgamiento, y en tal virtud, libre y voluntariamente,----------

----------EXPRESAN Y ACUERDAN:----------

---PRIMERO: Antonio, en su carácter personal y privativo, es dueño en pleno y absoluto dominio y tiene la posesión quieta y pacífica de la parcela de terreno que se describe a continuación [en adelante el "INMUEBLE UNO (1)"]:----------

----------INMUEBLE UNO (1)----------

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---**"RUSTICA:** Predio de terreno identificado con el número Trece guión "A" (13-A) del plano de parcelación de la finca llamada "Corozo", sito en el barrio Llanos Costa, Sector el Corozo del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CUATROCIENTOS VEINTIDOS MIL CUATROCIENTOS SETENTA Y TRES PUNTO CUARENTA Y CUATRO (422,473.44) METROS CUADRADOS, equivalentes a ciento siete punto cuatrocientas ochenta y nueve (107.489) cuerdas. En lindes, por el NORTE, en quinientos cinco punto cero cero ochenta y cinco (505.0085) metros lineales, con camino municipal denominado camino Peñones; por el SUR, en trescientos cuarenta punto ochocientos cuarenta y tres (340.843) metros lineales, con predio identificado en el plano de parcelación como camino de acceso; por el OESTE, en mil trescientos noventa y dos punto trescientos cuarenta y ocho (1,392.348) metros lineales, con predio identificado con el número Trece guión "B" (13-B) del plano de inscripción; y por el ESTE, noventa y siete punto cero sesenta y cuatro (97.064), ciento veintinueve punto trescientos sesenta y uno (129.361) y mil doscientos sesenta y siete punto dos mil seiscientos cincuenta y tres (1,267.2653) metros lineales, con predios identificados en el plano de parcelación con los números catorce (14) y quince (15) y con propiedades de Sigfrido Vélez, Sucesión Valentín y Serafín Vélez, respectivamente, para un total de mil cuatrocientos noventa y tres punto seis mil novecientos tres (1,493.6903) metros lineales."----------

---El INMUEBLE UNO (1) es la finca número veinticuatro mil noventa y seis (24,096), inscrita al folio doscientos doce (212) del tomo seiscientos setenta y uno (671) de Cabo Rojo, Sección de San Germán del Registro de la Propiedad de Puerto Rico.----------

---El INMUEBLE UNO (1) fue adquirido por Antonio por adjudicación de propiedad hereditaria, según "Sentencia Cuaderno Particional" del Tribunal General de Justicia de Puerto Rico, Sala Superior de Mayagüez, en el caso número RF guión ochenta y cinco guión mil ciento treinta y nueve (RF-85-1139), del trece (13) de febrero de mil novecientos noventa (1990), inscrita al folio doscientos doce (212) del tomo seiscientos setenta y uno (671) de Cabo Rojo, Sección de San Germán del Registro de la Propiedad de Puerto Rico, finca número veinticuatro mil noventa y seis (24,096),

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inscripción primera (1ra.).----------

---De acuerdo a información provista por el Centro de Recaudación de Ingresos Municipales ("CRIM"), el número de catastro del INMUEBLE UNO (1) es el cuatrocientos dos guión cero cero cero guión cero cero cinco guión veintinueve guión cero cero cero (402-000-005-29-000).----------

---El INMUEBLE UNO (1) se encuentra libre de cargas, gravámenes y ocupantes.----------

---**SEGUNDO:** Margarita, en su carácter personal y privativo, es dueña en pleno y absoluto dominio y tiene la posesión quieta y pacífica de la parcela de terreno que se describe a continuación [en adelante el "INMUEBLE DOS (2)"]:----------

----------**INMUEBLE DOS (2)**----------

---**"RUSTICA:** Predio de terreno identificado con el número trece guión "B" (13-B) en el plano de parcelación de la finca denominada Corozo, sito en el Barrio Llanos Costa, Sector El Corozo del término municipal de Cabo Rojo, Puerto Rico y con una cabida superficial de CUATROCIENTOS VEINTIDOS MIL CUATROCIENTEOS SETENTA Y TRES PUNTO CUARENTA Y CUATRO (422,473.44) METROS CUADRADOS, equivalentes a ciento siete punto cuatrocientas ochenta y nueve (107.489) cuerdas. Colinda, al NORTE, en seiscientos veintiocho punto nueve mil seiscientos ochenta y dos (628.9682) metros lineales con camino municipal denominado camino Peñones; por el SUR, en cuatrocientos cuarenta y siete punto cero cuarenta (447.040) y ciento setenta y nueve punto trescientos cincuenta y nueve (179.359) metros lineales, con predio identificado con el número doce (12) y camino de acceso del plano de parcelación; al ESTE, en mil trescientos noventa y dos punto trescientos cuarenta y ocho (1,392.348) metros lineales, con predio identificado en el plano de parcelación con el número trece guión "A" (13-A); y al OESTE, en mil cuatrocientos veintiuno punto mil ochocientos sesenta y dos (1,421.1862) metros lineales con propiedad de Alfredo Ramírez de Arellano."----------

---El INMUEBLE DOS (2) es la finca número veinticuatro mil noventa y siete (24,097), inscrita al folio doscientos quince (215) del tomo seiscientos setenta y uno (671) de Cabo Rojo, Sección de San Germán del Registro de la Propiedad de

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---El INMUEBLE DOS (2) fue adquirido por Margarita por adjudicación de propiedad hereditaria, según "Sentencia Cuaderno Particional" del Tribunal General de Justicia de Puerto Rico, Sala Superior de Mayagüez, en el caso número RF guión ochenta y cinco guión mil ciento treinta y nueve (RF-85-1139), del trece (13) de febrero de mil novecientos noventa (1990), inscrita al folio doscientos quince (215) del tomo seiscientos setenta y uno (671) de Cabo Rojo, Sección de San Germán del Registro de la Propiedad de Puerto Rico.-

---De acuerdo a información provista por el Centro de Recaudación de Ingresos Municipales ("CRIM"), el número de catastro del INMUEBLE DOS (2) es el cuatrocientos dos guión cero cero cero guión cero cero cinco guión veintiocho guión cero cero cero (402-000-005-28-000).----------

---El INMUEBLE DOS (2) se encuentra libre de cargas, gravámenes y ocupantes.----------

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---TERCERO: El INMUEBLE UNO (1) y el INMUEBLE DOS (2) serán llamados en conjunto los "INMUEBLES" en adelante en la presente escritura. La Compradora desea adquirir un derecho de opción para comprar conjuntamente los INMUEBLES y los Vendedores, en este acto y mediante la presente escritura, conceden dicho derecho de opción a la Compradora y la Compradora lo acepta (en adelante la "Opción"), sujeto a los siguientes----------

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----------TERMINOS Y CONDICIONES:----------

-----3.1. El precio de compraventa de los INMUEBLES se distribuirá en partes iguales entre el INMUEBLE UNO (1) y el INMUEBLE DOS (2) y ascenderá a la suma alzada total de

QUINCE MILLONES QUINIENTOS MIL DÓLARES ($15,500,000.00), es decir SIETE MILLONES SETECIENTOS CINCUENTA MIL DÓLARES ($7,750,000.00) para el INMUEBLE UNO (1) y SIETE MILLONES SETECIENTOS CINCUENTA MIL DÓLARES ($7,750,000.00) para el INMUEBLE DOS (2), siempre y cuando se efectúe la compraventa de los INMUEBLES en virtud de la Opción dentro del Término Inicial (según éste se define más adelante en la presente escritura). Si la compraventa de los INMUEBLES en virtud de la Opción se otorgare después del vencimiento del Término Inicial y dentro de cualquiera de los Términos Extendidos (según éstos se definen más adelante en la presente escritura), entonces el precio de compraventa de los INMUEBLES aumentará a la suma alzada de DIECISEIS MILLONES QUINIENTOS MIL DÓLARES ($16,500,000.00), de los cuales corresponderían OCHO MILLONES DOSCIENTOS CINCUENTA MIL DÓLARES ($8,250,000.00) al INMUEBLE UNO (1) y OCHO MILLONES DOSCIENTOS CINCUENTA MIL DÓLARES ($8,250,000.00) al INMUEBLE DOS (2).----------

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-----**3.2.** El precio de compraventa de los INMUEBLES se pagará en su totalidad al contado, simultáneamente con el otorgamiento de la escritura pública de compraventa mediante la cual la Compradora comprará los INMUEBLES en virtud de la Opción (en adelante la "Escritura de Compraventa"), mediante (i) cheque de gerente de un banco de Puerto Rico a la orden de Antonio, por un importe igual al cincuenta por ciento (50%) del precio de compraventa, y (ii) cheque de gerente a la orden de Margarita, por un importe

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igual al cincuenta por ciento (50%) del precio de compraventa.----------

-----3.3. Mediante la Escritura de Compraventa, la Compradora adquirirá título en pleno y absoluto dominio sobre los INMUEBLES y la posesión de los mismos, libres de cargas, gravámenes y ocupantes, como están, donde están, ("as are, where are").----------

-----3.4. Simultáneamente con el otorgamiento de la presente escritura y como consideración a la Opción, la Compradora ha pagado a los Vendedores mediante cheque de gerente de un banco de Puerto Rico la suma de NOVECIENTOS TREINTA MIL DÓLARES ($930,000.00), como depósito de buena fe, no reembolsable (en adelante el "Depósito Inicial"), del cual un cincuenta por ciento (50%), es decir, CUATROCIENTOS SESENTA Y CINCO MIL DÓLARES ($465,000.00), ha sido pagado a Antonio y corresponde al INMUEBLE UNO (1), y el otro cincuenta por ciento (50%), es decir, CUATROCIENTOS SESENTA Y CINCO MIL DÓLARES ($465,000.00), ha sido pagado a Margarita y corresponde al INMUEBLE DOS (2). Los Vendedores acusan en este acto recibo de dicho Depósito Inicial de parte de la Compradora y a la entera satisfacción de los Vendedores. Se entiende y aclara y ratifica que el Depósito Inicial de NOVECIENTOS TREINTA MIL DÓLARES ($930,000) no es reembolsable y que los Vendedores no tendrán que devolver los NOVECIENTOS TREINTA MIL DÓLARES ($930,000.00) de dicho Depósito Inicial, el cual se acreditará al precio de compraventa de los INMUEBLES al otorgarse la Escritura de Compraventa, o será perdido por la

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Compradora si la Escritura de Compraventa no se otorga (excepto si ésta no se otorgare por negarse a ello los Vendedores sin causa justificada, según se indica más adelante en la presente escritura).----------

-----**3.5.** La Opción se concede por un término de un (1) año y vence, por tanto, al primer aniversario del otorgamiento de la presente escritura (el "Término Inicial"). Dicho término podrá prorrogarse según se describe más adelante en la presente escritura. Solo se podrá inscribir en el Registro de la Propiedad esta escritura por el término inicial de un (1) año, los demás términos extendidos, de ser obtenidos por la Compradora conforme a esta escritura, se inscribirán individualmente solo por el año adicional de cada término extendido. Nunca podrá inscribirse en el Registro de la Propiedad ningún término inicial y/o extendido por más tiempo de un (1) año cada uno.----------

-----**3.6.** Si, antes del vencimiento del Término Inicial, la Compradora solicita por escrito a los Vendedores una extensión de un (1) año al vencimiento del mismo, y paga a los Vendedores un depósito adicional de buena fe, no reembolsable, de UN MILLÓN TRESCIENTOS VEINTE MIL DÓLARES ($1,320,000.00) (el "Primer Depósito Adicional") mediante cheque de gerente de un banco de Puerto Rico, entonces el vencimiento de la Opción se extenderá por un (1) año, hasta el segundo (2do.) aniversario del otorgamiento de la presente escritura (en adelante el "Primer Término Extendido). Si el pago de UN MILLÓN TRESCIENTOS VEINTE MIL DÓLARES ($1,320,000.00) del Primer Depósito Adicional no se realizare antes del vencimiento del Término

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Inicial, la Opción del Primer Término Extendido no entrará en vigor y no será válida. De dicho Primer Depósito Adicional de UN MILLÓN TRESCIENTOS VEINTE MIL DÓLARES ($1,320,000.00), correspondería un cincuenta por ciento (50%), es decir SEISCIENTOS SESENTA MIL DÓLARES ($660,000.00), al INMUEBLE UNO (1) y a Antonio y el otro cincuenta por ciento (50%), es decir, SEISCIENTOS SESENTA MIL DÓLARES ($660,000.00), al INMUEBLE DOS (2) y a Margarita. Se entiende y aclara y ratifica que el Primer Depósito Adicional de UN MILLÓN TRESCIENTOS VEINTE MIL DÓLARES ($1,320,000), una vez entregado a los Vendedores por la Compradora, no será reembolsable y que los Vendedores no tendrán que devolver el UN MILLÓN TRESCIENTOS VEINTE MIL DÓLARES ($1,320,000.00) del Primer Depósito Inicial, el cual se acreditará al precio de compraventa de los INMUEBLES al otorgarse la Escritura de Compraventa, o será perdido por la Compradora si la Escritura de Compraventa no se otorga (excepto si ésta no se otorgare por negarse a ello los Vendedores sin causa justificada, según se indica más adelante en la presente escritura).----------

-----3.7. Si, antes del vencimiento del Primer Término Extendido, la Compradora solicita por escrito a los Vendedores una extensión de otro año adicional al vencimiento del mismo y paga a los Vendedores un depósito adicional de buena fe, no reembolsable, de UN MILLÓN CUATROCIENTOS OCHENTA Y CINCO MIL DÓLARES ($1,485,000.00) (el "Segundo Depósito Adicional") mediante cheque de gerente de un banco de Puerto Rico, entonces el

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vencimiento de la Opción se extenderá por otro año adicional, hasta el tercer (3er.) aniversario del otorgamiento de la presente escritura (en adelante el "Segundo Término Extendido"). Si el pago de UN MILLÓN CUATROCIENTOS OCHENTA Y CINCO MIL DÓLARES ($1,485,000.00) del Segundo Depósito Adicional no se realizare antes del vencimiento del Primer Término Extendido la opción del Segundo Término Extendido no entrará en vigor y no será válida. De dicho Segundo Depósito Adicional de UN MILLÓN CUATROCIENTOS OCHENTA Y CINCO MIL DÓLARES ($1,485,000.00), corresponderá un cincuenta por ciento (50%), es decir, SETECIENTOS CUARENTA Y DOS MIL QUINIENTOS DÓLARES ($742,500.00), al INMUEBLE UNO (1) y Antonio y el otro cincuenta por ciento (50%), es decir, SETECIENTOS CUARENTA Y DOS MIL QUINIENTOS DOLARES ($742,500.00), al INMUEBLE DOS (2) y Margarita. Se entiende y se aclara y ratifica que el Segundo Depósito Adicional de UN MILLÓN CUATROCIENTOS OCHENTA Y CINCO MIL DÓLARES ($1,485,000), una vez entregado a los Vendedores por la Compradora, no será reembolsable y los Vendedores no tendrán que devolver el UN MILLÓN CUATROCIENTOS OCHENTA Y CINCO MIL DÓLARES ($1,485,000.00) del Segundo Depósito Adicional, el cual se acreditará al precio de compraventa de los INMUEBLES al otorgarse la Escritura de Compraventa, o será perdido por la Compradora si la Escritura de Compraventa no se otorga (excepto si ésta no se otorgare por negarse a ello los Vendedores sin causa justificada, según se indica más adelante en la presente

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escritura).----------

-----**3.8.** El Término Inicial, unido al Primer Término Extendido, si éste se produjere y al Segundo Término Extendido, si este se produjere, será llamado el Término en adelante en la presente escritura. El Primer Término Extendido y el Segundo Término Extendido son llamados en conjunto los "Términos Extendidos" en la presente escritura.----------

-----**3.9.** Todos los depósitos de buena fe entregados por la Compradora a los Vendedores con anterioridad al otorgamiento de la Escritura de Compraventa se acreditarán al precio de compraventa de los INMUEBLES, de la Compradora decidir comprar. De la Compradora decidir no comprar los INMUEBLES por la razón que sea (por cualquier razón), la Compradora perderá todos los depósitos previamente pagados a favor de la Vendedora. De otorgarse la compraventa de los INMUEBLES, todos los depósitos de buena fe se acreditarán al precio de compraventa simultáneamente con el otorgamiento de la Escritura de Compraventa, a razón de un cincuenta por ciento (50%) aplicable al INMUEBLE UNO (1) y Antonio y un cincuenta por ciento (50%) aplicable al INMUEBLE DOS (2) y Margarita.-----

-----**3.10.** Si la Compradora no compra los INMUEBLES a tenor con los términos de esta Opción por cualquier razón (arrepentimiento, cambio de planes de negocio, información obtenida en estudios a la propiedad y/o estudios y/o investigaciones de cualquier índole, o por cualquier otra razón pensable o impensable), excepto que los Vendedores se negaran a otorgar la Escritura de Compraventa sin razón

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justificada, los Compradores perderán todos los depósito de buena fe que para entonces hubieren pagado a los Vendedores y éstos pasarán a ser propiedad de los Vendedores según lo establecido en esta Opción. Específicamente se aclara y establece que, una vez pagado a los Vendedores el depósito de buena fe de cada término (Termino Inicial, Primer Término Extendido y Segundo Término Extendido), los depósitos de buena fe serán propiedad de los Vendedores y solo tendrán que devolverlos si se negaren a firmar la Escritura de Compraventa sin razón justificada de acuerdo a lo establecido en esta Opción. Si los Vendedores se negaren a otorgar la Escritura de Compraventa sin razón justificada para ello y de acuerdo a los términos de esta Opción, los Vendedores vendrán obligados a devolver a la Compradora todos los depósitos previamente entregados por la Compradora a los Vendedores, así como a responder por los daños y perjuicios que dicha negativa le causare a la Compradora.----------

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-----**3.11.** Las contribuciones sobre la propiedad inmueble correspondientes a los INMUEBLES y cualquier contribución especial relacionada con los INMUEBLES serán por cuenta y cargo de los Vendedores hasta la víspera del otorgamiento de la Escritura de Compraventa y por cuenta y cargo de la Compradora a partir del día del otorgamiento de la Escritura de Compraventa, inclusive.----------

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-----**3.12.** Esta escritura de opción de compra y la Escritura de Compraventa se otorgarán ante un notario público seleccionado por la Compradora. Los sellos, derechos de inscripción, comprobantes y honorarios notariales del original

y la primera copia certificada de la Escritura de Compraventa y del original y de la primera copia certificada de la presente escritura de opción de compra serán por cuenta y cargo de la Compradora. Todos los gastos, honorarios, escrituras, copias certificadas, derechos, sellos, comprobantes y cualquier otro estudio o servicio que pagar y realizar para la otorgación de la presente escritura de opción y de la Escritura de Compraventa serán pagados y sufragados por la Compradora.----------

-----**3.13.** Si, para que los INMUEBLES se vendan libres de cargas y gravámenes, hubiere que otorgar alguna(s) escritura(s) de cancelación, la(s) misma(s) será(n) ante un notario seleccionado por la Compradora. Los sellos, derechos de inscripción, comprobantes y honorarios notariales del original y la primera copia certificada de la(s) escritura(s) de cancelación, si alguna, serán por cuenta y cargo de los Vendedores.----------

-----**3.14.** Durante el Término de la Opción, los Vendedores mantendrán la posesión de los INMUEBLES como al presente.----------

-----**3.15.** La presente escritura, la Escritura de Compraventa y la(s) escritura(s) de cancelación, si alguna, serán interpretadas según las leyes de Puerto Rico y gobernadas por las mismas.----------

-----**3.16.** Las partes comparecientes se someten a la jurisdicción exclusiva del Tribunal General de Justicia del Estado Libre Asociado de Puerto Rico en caso de cualquier litigio que surja en virtud de la presente escritura pública, la Opción, la compraventa de los INMUEBLES y/o cualquier

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tema relacionado a los mismos.----------

-----**3.17.** Todas las notificaciones a las partes en virtud de la presente escritura y /o acerca de las transacciones objeto de la misma se enviarán por correo certificado con acuse de recibo y franqueo pre-pagado, con copias por correo electrónico, a las siguientes respectivas direcciones de las partes:----------

------A Antonio:----------
------Antonio Juan Bartolomé Fas Alzamora----------
------PO Box 1098 y PO Box 947----------
------Cabo Rojo, PR 00623----------
------Correo electrónico: antoniofaspacheco@gmail.com y antoniofas@hotmail.com

------A Margarita:----------
------Margarita De Lourdes Fas Alzamora----------
------ PO Box 1098----------
------Cabo Rojo, Puerto Rico----------
------Correo electrónico: antoniofaspacheco@gmail.com y antoniofas@hotmail.com----------

------A la Compradora:----------
------PR INVESTCO LLC----------
-------733 Third Avenue----------
-------New York, NY 10017----------
------Atención: Eileen Sawyer----------
------Correo electrónico: roberto.ruiz@ccgc.com.do----------

------Al Corredor:----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920----------
------Atención: José Enrique Pérez Cruz----------
------Correo electrónico: passportre@gmail.com----------

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-----**3.18.** Los Vendedores representan que, según su más leal saber y entender, los INMUEBLES no han sido usados como vertedero, basurero o depósito de sustancias tóxicas , peligrosas o contaminantes y en los mismos no existen sustancias tóxicas, peligrosas, contaminadas o contaminantes.----------

-----**3.19.** Las partes comparecientes reconocen que el Corredor, es decir, el señor José Enrique Pérez Cruz, ha

actuado como corredor de bienes raíces de la parte compradora en la transacción objeto de la presente escritura y que recibirá por sus servicios una comisión de corretaje equivalente al cinco por ciento (5%) del precio de compraventa de los INMUEBLES, simultáneamente con el otorgamiento de la Escritura de Compraventa, así como que dicha comisión será pagada por la Compradora en su totalidad. El Corredor representa que está autorizado por ley para fungir como corredor en la transacción y que tiene licencia válida de Puerto Rico para ello, con el número diez mil cuatrocientos setenta y ocho (10,478). El Corredor reconoce que no tendrá derecho a comisión o compensación alguna si no se efectúa la compraventa de los INMUEBLES en virtud de la presente Opción. Los Vendedores no tienen ninguna relación contractual y/o obligación de pago alguno con el señor José Enrique Pérez Cruz. ----------

-----3.20. En caso de que alguna parte o sección de esta escritura fuere declarado nulo o inválido en virtud de cualquier orden, resolución, sentencia o instrumento similar final y firme de alguna corte o tribunal con jurisdicción y competencia, entonces el resto del presente documento permanecerá en pleno vigor y efecto.----------

-----3.21. Durante el Término de esta Opción y mientras esta Opción esté vigente, la Compradora no está autorizada a hacer construcción, mejora o modificación alguna a los INMUEBLES. Sin embargo, durante el Término, y previa notificación, la Compradora y sus empleados, agentes, contratistas y/o mandatarios quedan autorizados para entrar a los INMUEBLES para hacer estudios, investigaciones y

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evaluaciones tales como, por ejemplo, mensuras, deslindes, topografías, pruebas de subsuelo, estudios de flora y fauna, estudios hidrológicos e hidráulicos y tasaciones, entre otros, durante horas laborables, en días laborables. Toda persona que entre a los INMUEBLES en virtud de esta autorización será responsable de los daños que allí sufriere o causare. Todo empleado que entre a los INMUEBLES en virtud de la presente autorización debe estar asegurado mediante una póliza en vigor del Fondo del Seguro del Estado y, si aplicare del Seguro Choferil. El pago de las primas de dichas pólizas será por cuenta y cargo de la Compradora. Además, la Compradora adquirirá, a su costo, una póliza de responsabilidad pública que cubra daños personales o a la propiedad causados o sufridos en los INMUEBLES, por un importe mínimo de cubierta de UN MILLÓN DE DÓLARES ($1,000,000) por ocurrencia. En dicha póliza, cuyas primas serán por cuenta y cargo de la Compradora, aparecerán la Compradora y los Vendedores como co-asegurados. Si los INMUEBLES no fueren comprados por la Compradora en virtud de la Opción, entonces, al vencimiento del Término, todos los estudios, evaluaciones, planos, especificaciones e informes acerca de los INMUEBLES preparados durante el Término pasarán a ser propiedad de los Vendedores, sin costo alguno para los Vendedores. Si la Compradora incumpliere con esta cláusula y/o con cualquiera otra cláusula de esta escritura, le responderá en daños y perjuicios a los Vendedores y los Vendedores a su discreción podrán dar por terminado los acuerdos pactados en esta Opción y la Compradora perderá todos los depósitos que

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hubiere para entonces entregado a los Vendedores, además de tener que salir inmediatamente de los INMUEBLES.----------**3.22.** Las partes comparecientes reconocen y acuerdan que, durante el Término, la Compradora no podrá solicitar permisos, aprobaciones, endosos para proyecto(s) y/o ante proyectos, consultas de ubicación, consultas en general, créditos contributivos, ni nada similar relacionado a posibles desarrollos sobre la propiedad al Gobierno de Puerto Rico, ni sus Agencias y/o dependencias, ni a los Municipios, ni al Gobierno Federal, ni sus Agencias y/o Dependencias sobre los INMUEBLES objeto de esta opción. No se podrá solicitar ni radicar ningún tipo de documento relacionado a lo anteriormente prohibido. Solamente, se podrá solicitar algo de lo no autorizado en este inciso con el previo consentimiento por escrito de los Vendedores y ninguna de dichas solicitudes o procesos ante los gobiernos municipales, estatales y federales podrá hacerse sin dicho previo consentimiento por escrito de los Vendedores. Si, en o antes del vencimiento del Término, la Compradora no comprare los INMUEBLES, todos los permisos, aprobaciones y endosos que para entonces hubieren conseguido la Compradora para los INMUEBLES, previo el consentimiento de los vendedores, si alguno, pasarán a ser propiedad de los Vendedores, sin costo alguno para los Vendedores.---------- Los Vendedores no estarán obligados a aprobar las solicitudes que realice la Compradora para autorizar todo lo prohibido en este inciso, ni tampoco los Vendedores incumplirán esta escritura de opción a compra por denegar la petición de la Compradora. La autorización escrita requerida

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de los Vendedores está a su discreción y a su mera liberalidad.----------

-----3.23. Si la Compradora no comprare los INMUEBLES en virtud de la Opción, la Compradora será responsable, a su costo, de que el Registro de la Propiedad libere a los INMUEBLES del gravamen de la presente Opción.----------

---CUARTO: Las partes comparecientes solicitan respetuosamente al Honorable Registrador de la Propiedad de San Germán, Puerto Rico, que inscriba la presente escritura en los libros a su digno cargo por el término de un (1) año a partir de la firma de la misma. Si se ejerciere(n) alguno(s) de los dos (2) posibles términos extendidos, se inscribirá la presente escritura en el Registro de la Propiedad solamente durante el año que correspondiere al periodo del término extendido.----------

----------ACEPTACION Y ADVERTENCIAS----------

---Tal es la escritura que aceptan las partes comparecientes, ratificándola en todas sus partes por hallarla conforme a sus instrucciones y deseos, procediendo yo, la Notaria, a hacerles las advertencias y reservas pertinentes en ley, en particular las siguientes:----------

-----(a) De la posibilidad de que otros documentos que afecten los derechos aquí creados hayan sido presentados para su inscripción con anterioridad al otorgamiento y/o presentación de la copia certificada de esta escritura en el Registro de la Propiedad de Puerto Rico y de la preferencia y/o prioridad que dicho título, gravamen interventor y/o derecho pueda tener sobre la inscripción de esta escritura.----

-----(b) Los estudios de título utilizados para preparar esta

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escritura fueron preparados por Capital Title Serivces, Inc., una entidad a tales menesteres, no por la Notaria Pública suscribiente; y las partes comparecientes reconocen que la Notaria autorizante les ha explicado el alcance y significado de lo que éstos expresan y manifiestan que, a su mejor conocimiento, dichos estudios reflejan la realidad sobre la titularidad y cargas de los INMUEBLES, a la fecha de dichos estudios. El estudio de título del INMUEBLE UNO (1) tiene fecha de treinta y uno (31) de agosto de dos mil veintidós (2022). El estudio de título del INMUEBLE DOS (2) tiene fecha de ocho (8) de septiembre de dos mil veintidós (2022).----

-----(c) Los estudios de título no son un seguro de título y reflejan sólo la realidad registral de los INMUEBLES a la fecha de los estudios; y por más reciente que sean, no cierran el Registro de la Propiedad ni excluyen la posibilidad de que otros documentos que afecten los derechos aquí creados hayan sido presentados para su inscripción antes del otorgamiento y/o presentación de la copia certificada de esta escritura y la preferencia y/o prioridad que dicho título gravamen interventor y/o derecho pueda tener sobre la inscripción de esta escritura.----------

-----(d) De la posibilidad de que existan gravámenes estatutarios adicionales no registrados y contribuciones sobre la propiedad que graven los INMUEBLES, ante lo cual las partes comparecientes reiteran haber obtenido y examinado las correspondientes certificaciones sobre el INMUEBLE UNO (1) y sobre el INMUEBLE DOS (2), expedidas por el Centro de Recaudación de Ingresos Municipales ("CRIM"); y reiteran además haber obtenido y examinado certificaciones

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sobre los INMUEBLES expedidas por el Departamento de Hacienda, de las cuales se desprende el estado contributivo de los INMUEBLES relacionado a la contribución especial sobre la propiedad inmueble a la fecha del otorgamiento de la presente escritura.----------

---Así lo dicen y otorgan ante mí las partes comparecientes, habiendo renunciado al derecho de requerir la presencia de testigos, del que les advertí.----------

---LEÍDA la presente escritura por las partes comparecientes, en uso del derecho que les advertí tenían, la encuentran de su conformidad, se ratifican en su contenido y firman al final de la misma, procediendo a estampar, además, sus iniciales al margen de todos los folios de este original.----------

---De todo lo cual Yo, la Notaria autorizante, DOY FE.----------

A.J.B.F.A.

M.L.F.A.

6.D.F.R.

Antonio J. Fas Alzamora

Margarita de Lourdes Fas Alzamora

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JORGE ANTONIO MORALES CORDERO

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787-723-1233; 787-729-1974
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CERTIFIED COPY OF DEED NUMBER EIGHTEEN (18)

PURCHASE AND SALE

EXECUTED IN SAN JUAN, PUERTO RICO
ON MAY 10, 2024

BEFORE:

JORGE ANTONIO MORALES CORDERO

BY:

FIDEICOMISO I.V.G.

("SELLER")

AND

CABO ROJO LAND ACQUISITION LLC

("BUYER")

----------**DEED NUMBER EIGHTEEN (18)** ----------

----------**PURCHASE AND SALE** ----------

---In San Juan, Puerto Rico, on this (10th) day of May, two thousand twenty-four (2024) ----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with offices and residence in San Juan, Puerto Rico,----------

----------**APPEAR** ----------

---AS THE PARTY OF THE FIRST PART: **FIDEICOMISO I.V.G.**, a trust organized and existing under the laws of the Commonwealth of Puerto Rico, constituted pursuant to Deed Number Thirty-Four (34), executed in Mayagüez, Puerto Rico, on August eighteen (18), two thousand nine (2009), before Notary Luis Roberto Santos (hereinafter, "Seller"), represented herein by its trustee, PEMARIS GONZÁLEZ SUÁREZ, of legal age, single, property owner and resident of Cabo Rojo, Puerto Rico (hereinafter, the "Trustee"); ----------

--- I, the Notary, hereby CERTIFY that I have reviewed a certified copy of the Deed of Trust and that, in my opinion, it grants the Trustee sufficient legal power and authority to execute this Deed on behalf of Seller. ----------

---AS THE PARTY OF THE SECOND PART: **ILLIANEDMARIS VEGA GONZÁLEZ,** of legal age, single, property owner and resident of Barceloneta, Puerto Rico, who appears herein as the sole beneficiary of IVG Trust (hereinafter, the "Beneficiary"), in order to ratify the sale and financing transaction contemplated in the present deed and state her unreserved consent thereto, if any such consent is deemed necessary. -----

---AS THE PARTY OF THE THIRD PART: **CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "Buyer"), a limited liability company organized, existing and in good standing under the laws

of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, GLADYS OMAYRA FONTÁNEZ REYES, who is of legal age, single, attorney at law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this Deed arises from a Certificate of Resolution of Buyer signed by Eileen Sawyer, as Manager of Buyer, on May two (2), two thousand twenty-four (2024), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engines of the Department of State and the Office of Information Technology Services of the State of New York. I further certify that I have examined the aforesaid Certificate of Resolution of Buyer and that it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law, to authorize Ms. Fontánez Reyes to appear herein on behalf of Buyer. ---I, the Notary, do hereby CERTIFY that I personally know the appearing parties, and I further certify, from their statements, as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily----------

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----------**STATE AND AGREE**----------

---**FIRST:** Seller is the owner in fee simple title ("*pleno dominio*"), and has the possession of the parcels of land described in the Spanish language as follows (hereinafter jointly referred to as, the "Property"): ----------

----------**PARCEL ONE**----------

---*"RÚSTICA: Parcela marcada con el número treinta y cinco (35) del Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de diecinueve mil seiscientos cincuenta y nueve punto veinticinco metro cuadrados (19,659.25 m.c.), equivalentes a cinco punto cero cero diecinueve (5.0019) cuerdas. En lindes, por el NORTE, con su camino de acceso de once (11.00) metros de ancho el cual lo separa de la parcela doce (12) de Monte Carlo Development Corporation y de la parcela cuarenta y siete (47) de Ricardo E. Carlo Díaz; por el SUR, con Carmen Cecilia Fas; por el ESTE, con la parcela número cincuenta y dos (52) de Monte Carlo Development Corporation; y por el OESTE, con la parcela número treinta y seis (36) de Carlos J. Meléndez, antes Monte Carlo Development Corporation."* ----------

---Parcel One is recorded at page 271 of volume 509 of Cabo Rojo, Section of San Germán of the Registry of Property of Puerto Rico (the "Registry"), Property Number 18,787. ----------

---The tax identification number ("*número de catastro*") assigned to Parcel One by the Municipal Revenues Collection Center ("CRIM") is 402-029-327-57-000. ----------

---Parcel One was acquired by Seller pursuant to Deed Number Thirty-Four (34), executed in Mayagüez, Puerto Rico, on August eighteen (18), two thousand nine (2009) before Notary Luis Roberto Santos Montalvo (hereinafter, the "Deed of Trust"), filed and pending recordation at the Registry under entry 2022-151613-SG01. ----------

----------LIENS AND ENCUMBRANCES OF PARCEL ONE ----------

---By its origin, Parcel One is free of liens and encumbrances. ----------

---By itself, Parcel One is subject to: ----------

----(A) Restrictive Conditions constituted pursuant to Deed Number One Hundred Thirty-Three (133), executed in Mayagüez, Puerto Rico, on November twenty (20) two thousand three (2003), before Notary Luis Roberto Santos, recorded at page 136 of volume 841 of Cabo Rojo, third (3rd) inscription (hereinafter, the "Permitted Encumbrance"). ----------

----(B) Mortgage to guarantee a promissory note payable to the order of the bearer, in the principal sum of One Million Five Hundred Seventy-One Thousand Four Hundred Twenty-Eight Dollars and fifty-four cents ($1,571,428.54), of which One Hundred Forty-Two Thousand Eight Hundred Fifty-Seven Dollars and fourteen cents ($142,857.14) are allocated to Parcel One, with no interest, payable on demand, constituted under Deed Number Fifty-Nine (59) executed in Mayagüez, Puerto Rico, on April six (6) two thousand four (2004), before Notary Luis Roberto Santos, recorded at page 136 of volume 841 of Cabo Rojo, fifth (5th) inscription. ----------

---The foregoing mortgage has been cancelled as to Parcel One, pursuant

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to Deed Number Twenty-Two (22), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol Thompson on May ten (10), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ----------

----(C) Mortgage to guarantee a promissory note payable to Pemaris González Suárez and Fernando Alberto Diez Antongiorgi, or their order, in the principal sum of One Million Eight Hundred Thousand Dollars ($1,800,000), of which One Hundred Thousand Dollars ($100,000) are allocated to Parcel One, with no interest and maturing in five (5) years from the date of issuance thereof, constituted under Deed Number Thirty-Five (35), executed in Mayagüez, Puerto Rico, on August eighteen (18) two thousand nine (2009), before Notary Luis Roberto Santos, filed and pending recordation at the Registry under entry 2022-151623-SG01. ------

---The foregoing mortgage lien has been cancelled as to Parcel One, pursuant to Deed Number Twenty-One (21), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol-Thompson on April twenty-three (23), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ------

----------**PARCEL TWO**----------

---*"RÚSTICA: Parcela número cuarenta y cinco (45), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida de cinco cuerdas (5.0000 cdas.) equivalentes a una (1) hectárea, noventa y seis (96) áreas, y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número cuarenta y cuatro (44) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela; por el SUR, con la parcela número cuarenta y seis (46) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela; por el ESTE, con la parcela número ciento diez (110) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela; y por el OESTE, con la parcela número ocho (8) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela."* ----------

---Parcel Two is recorded at the Registry at page 7 of volume 510 of Cabo Rojo, Property Number 18,793. ----------

---The tax identification number ("*número de catastro*") assigned to Parcel Two by the Municipal Revenues Collection Center ("CRIM") is

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402-009-327-86-000. ----------

---Parcel Two was acquired by Seller pursuant to the Deed of Trust.-------

----------LIENS AND ENCUMBRANCES OF PARCEL TWO ----------

---By its origin, Parcel Two is free of liens and encumbrances. ----------

---By itself, Parcel Two is subject to: ----------

----(A) The Permitted Encumbrance, constituted as stated above, recorded as to Parcel Two, at page 175 of volume 841 of Cabo Rojo, third (3rd) inscription. ----------

----(B) Mortgage to guarantee a promissory note payable to the order of the bearer, in the principal sum of One Million Five Hundred Seventy-One Thousand Four Hundred Twenty-Eight Dollars and fifty-four cents ($1,571,428.54), of which One Hundred Forty-Two Thousand Eight Hundred Fifty-Seven Dollars and fourteen cents ($142,857.14) are allocated to Parcel Two, with no interest, payable on demand, constituted under Deed Number Fifty-Nine (59) executed in Mayagüez, Puerto Rico, on April six (6) two thousand four (2004), before Notary Luis Roberto Santos, recorded at page 175 of volume 841 of Cabo Rojo, fifth (5th) inscription. ----------

---The foregoing mortgage has been cancelled as to Parcel Two, pursuant to Deed Number Twenty-Two (22), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol Thompson on May ten (10), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ----------

----(C) Mortgage to guarantee a promissory note payable to Pemaris González Suárez and Fernando Alberto Diez Antongiorgi, or their order, in the principal sum of One Million Eight Hundred Thousand Dollars ($1,800,000), of which Two Hundred Thousand Dollars ($200,000) are allocated to Parcel Two, with no interest and maturing in five (5) years from the date of issuance thereof, constituted under Deed Number Thirty-Five (35), executed in Mayagüez, Puerto Rico, on August eighteen (18)

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two thousand nine (2009), before Notary Luis Roberto Santos, filed and pending recordation at the Registry under entry 2022-151623-SG01.------

---The foregoing mortgage lien has been cancelled as to Parcel Two, pursuant to Deed Number Twenty-One (21), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol-Thompson on April twenty-three (23), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ------

----------**PARCEL THREE**----------

---*"RÚSTICA: Parcela número cuarenta y seis (46) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas y en lindes, por el NORTE, con la parcela número cuarenta y cinco (45) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela; por el SUR, con la parcela número cuarenta y siete (47) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela; por el ESTE, con la parcela número ciento once (111) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela; y por el OESTE, con la parcela número ocho (8) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela."*----------

---Parcel Three is recorded at the Registry at page 13 of volume 510 of Cabo Rojo, Property Number 18,794. ----------

---The tax identification number ("*número de catastro*") assigned to Parcel Three by the Municipal Revenues Collection Center ("CRIM") is 402-019-327-89-000.----------

---Parcel Three was acquired by Seller pursuant to the Deed of Trust. -----

----------LIENS AND ENCUMBRANCES OF PARCEL THREE---------

---By its origin, Parcel Three is free of liens and encumbrances.----------

---By itself, Parcel Three is subject to: ----------

----(A) The Permitted Encumbrance, constituted as stated above, recorded as to Parcel Three, at page 178 of volume 841 of Cabo Rojo, third (3rd) inscription. ----------

----(B) Mortgage to guarantee a promissory note payable to the order of the bearer, in the principal sum of One Million Five Hundred Seventy-One Thousand Four Hundred Twenty-Eight Dollars and fifty-four cents

($1,571,428.54), of which One Hundred Forty-Two Thousand Eight Hundred Fifty-Seven Dollars and fourteen cents ($142,857.14) are allocated to Parcel Three, with no interest, payable on demand, constituted under Deed Number Fifty-Nine (59) executed in Mayagüez, Puerto Rico, on April six (6) two thousand four (2004), before Notary Luis Roberto Santos, recorded at page 178 of volume 841 of Cabo Rojo, fifth (5th) inscription. ----------

---The foregoing mortgage has been cancelled as to Parcel Three, pursuant to Deed Number Twenty-Two (22), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol Thompson on May ten (10), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ----------

----(C) Mortgage to guarantee a promissory note payable to Pemaris González Suárez and Fernando Alberto Diez Antongiorgi, or their order, in the principal sum of One Million Eight Hundred Thousand Dollars ($1,800,000), of which Two Hundred Thousand Dollars ($200,000) are allocated to Parcel Three, with no interest and maturing in five (5) years from the date of issuance thereof, constituted under Deed Number Thirty-Five (35), executed in Mayagüez, Puerto Rico, on August eighteen (18) two thousand nine (2009), before Notary Luis Roberto Santos, filed and pending recordation at the Registry under entry 2022-151623-SG01.------

---The foregoing mortgage lien has been released as to Parcel Three, pursuant to Deed Number Twenty-One (21), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol-Thompson on April twenty-three (23), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ------

----------**PARCEL FOUR**----------

---*"RÚSTICA: Parcela número ciento cuatro (104), radicada en el Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida de cinco cuerdas (5.0000 cdas.) equivalentes a una (1) hectárea, noventa y seis (96) áreas, y sesenta (60) centiáreas. En lindes, por el NORTE, con las parcelas número ciento doce (112) y ciento trece (113) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco*

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(5.00) metros pertenecen a esta parcela; por el SUR, con la parcela número ciento nueve (109) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela; por el ESTE, con la sucesión Morales Díaz; y por el OESTE, con la parcela número cuarenta y tres (43) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela."----------

---Parcel Four is recorded at page 277 of volume 510 of Cabo Rojo, Section of San Germán of the Registry of Property of Puerto Rico (the "Registry"), Property Number 18,838. ----------

---The tax identification number ("*número de catastro*") assigned to Parcel Four by the Municipal Revenues Collection Center ("CRIM") is 402-009-327-82-000.----------

---Parcel Four was acquired by Seller pursuant to the Deed of Trust. ------

----------LIENS AND ENCUMBRANCES OF PARCEL FOUR ----------

---By its origin, Parcel Four is free of liens and encumbrances. ----------

---By itself, Parcel Four is subject to:----------

----(A) The Permitted Encumbrance, constituted as stated above, recorded as to Parcel Four, at page 124 of volume 843 of Cabo Rojo, third (3rd) inscription. ----------

----(B) Mortgage to guarantee a promissory note payable to the order of the bearer, in the principal sum of One Million Five Hundred Seventy-One Thousand Four Hundred Twenty-Eight Dollars and fifty-four cents ($1,571,428.54), of which One Hundred Forty-Two Thousand Eight Hundred Fifty-Seven Dollars and fourteen cents ($142,857.14) are allocated to Parcel Four, with no interest, payable on demand, constituted under Deed Number Fifty-Nine (59) executed in Mayagüez, Puerto Rico, on April six (6) two thousand four (2004), before Notary Luis Roberto Santos, recorded at page 124 of volume 843 of Cabo Rojo, fifth (5th) inscription. ----------

---The foregoing mortgage has been cancelled as to Parcel Four, pursuant to Deed Number Twenty-Two (22), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol Thompson on May ten

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(10), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ----------

----(C) Mortgage to guarantee a promissory note payable to Pemaris González Suárez and Fernando Alberto Diez Antongiorgi, or their order, in the principal sum of One Million Eight Hundred Thousand Dollars ($1,800,000), of which Two Hundred Thousand Dollars ($200,000) are allocated to Parcel Four, with no interest and maturing in five (5) years from the date of issuance thereof, constituted under Deed Number Thirty-Five (35), executed in Mayagüez, Puerto Rico, on August eighteen (18) two thousand nine (2009), before Notary Luis Roberto Santos, filed and pending recordation at the Registry under entry 2022-151623-SG01. ------

---The foregoing mortgage lien has been cancelled as to Parcel Four, pursuant to Deed Number Twenty-One (21), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol-Thompson on April twenty-three (23), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ------

----------**PARCEL FIVE** ----------

---*"RÚSTICA: Parcela número ciento diez (110), radicada en el Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida de cinco cuerdas (5.0000 cdas.) equivalentes a una (1) hectárea, noventa y seis (96) áreas, y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número ciento nueve (109) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela; por el SUR, con la parcela número ciento once (111) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela; por el ESTE, con la sucesión Morales Díaz; y por el OESTE, con la parcela número cuarenta y cinco (45) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela."* ----------

---Parcel Five is recorded at the Registry at page 13 of volume 511 of Cabo Rojo, Property Number 18,844. ----------

---The tax identification number ("*número de catastro*") assigned to Parcel Five by the Municipal Revenues Collection Center ("CRIM") is 402-009-327-87-000. ----------

---Parcel Five was acquired by Seller pursuant to the Deed of Trust. -------

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----------LIENS AND ENCUMBRANCES OF PARCEL FIVE----------

---By its origin, Parcel Five is free of liens and encumbrances. ----------

---By itself, Parcel Five is subject to: ----------

----(A) The Permitted Encumbrance, constituted as stated above, recorded as to Parcel Five, at page 139 of volume 843 of Cabo Rojo, third (3rd) inscription. ----------

----(B) Mortgage to guarantee a promissory note payable to the order of the bearer, in the principal sum of One Million Five Hundred Seventy-One Thousand Four Hundred Twenty-Eight Dollars and fifty-four cents ($1,571,428.54), of which One Hundred Forty-Two Thousand Eight Hundred Fifty-Seven Dollars and fourteen cents ($142,857.14) are allocated to Parcel Five, with no interest, payable on demand, constituted under Deed Number Fifty-Nine (59) executed in Mayagüez, Puerto Rico, on April six (6) two thousand four (2004), before Notary Luis Roberto Santos, recorded at page 139 of volume 843 of Cabo Rojo, fifth (5th) inscription. ----------

---The foregoing mortgage has been cancelled as to Parcel Five, pursuant to Deed Number Twenty-Two (22), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol Thompson on May ten (10), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ----------

----(C) Mortgage to guarantee a promissory note payable to Pemaris González Suárez and Fernando Alberto Diez Antongiorgi, or their order, in the principal sum of One Million Eight Hundred Thousand Dollars ($1,800,000), of which Two Hundred Thousand Dollars ($200,000) are allocated to Parcel Five, with no interest and maturing in five (5) years from the date of issuance thereof, constituted under Deed Number Thirty-Five (35), executed in Mayagüez, Puerto Rico, on August eighteen (18) two thousand nine (2009), before Notary Luis Roberto Santos, filed and pending recordation at the Registry under entry 2022-151623-SG01.------

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---The foregoing mortgage lien has been cancelled as to Parcel Five, pursuant to Deed Number Twenty-One (21), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol-Thompson on April twenty-three (23), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ------

----------**PARCEL SIX** ----------

---*"RÚSTICA: Parcela número ciento once (111), radicada en el Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida de cinco cuerdas (5.0000 cdas.) equivalentes a una (1) hectárea, noventa y seis (96) áreas, y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número ciento diez (110) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela; por el SUR, con la parcela número cincuenta y ocho (58) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela; por el ESTE, con la sucesión Morales Díaz; y por el OESTE, con la parcela número cuarenta y seis (46) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela."* -----

---Parcel Six is recorded at the Registry at page 19 of volume 511 of Cabo Rojo, Property Number 18,845. ----------

---The tax identification number ("*número de catastro*") assigned to Parcel Six by the Municipal Revenues Collection Center ("CRIM") is 402-019-327-88-000.----------

---Parcel Six was acquired by Seller pursuant to the Deed of Trust. --------

----------LIENS AND ENCUMBRANCES OF PARCEL SIX ----------

---By its origin, Parcel Six is free of liens and encumbrances.----------

---By itself, Parcel Six is subject to: ----------

----(A) Mortgage to guarantee a promissory note payable to the order of the bearer, in the principal sum of One Million Five Hundred Seventy-One Thousand Four Hundred Twenty-Eight Dollars and fifty-four cents ($1,571,428.54), of which One Hundred Forty-Two Thousand Eight Hundred Fifty-Seven Dollars and fourteen cents ($142,857.14) are allocated to Parcel Six, with no interest, payable on demand, constituted under Deed Number Fifty-Nine (59) executed in Mayagüez, Puerto Rico, on April six (6) two thousand four (2004), before Notary Luis Roberto Santos, recorded at page 1 of volume 857 of Cabo Rojo, fourth (4th)

inscription. ----------

---The foregoing mortgage has been cancelled as to Parcel Six, pursuant to Deed Number Twenty-Two (22), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol Thompson on May ten (10), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ----------

----(B) Mortgage to guarantee a promissory note payable to Pemaris González Suárez and Fernando Alberto Diez Antongiorgi, or their order, in the principal sum of One Million Eight Hundred Thousand Dollars ($1,800,000), of which Two Hundred Thousand Dollars ($200,000) are allocated to Parcel Six, with no interest and maturing in five (5) years from the date of issuance thereof, constituted under Deed Number Thirty-Five (35), executed in Mayagüez, Puerto Rico, on August eighteen (18) two thousand nine (2009), before Notary Luis Roberto Santos, filed and pending recordation at the Registry under entry 2022-151623-SG01. ------

---The foregoing mortgage lien has been cancelled as to Parcel Six, pursuant to Deed Number Twenty-One (21), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol-Thompson on April twenty-three (23), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ------

---**SECOND:** Pursuant to an instrument titled *Contrato de Promesa Recíproca de Compraventa* executed in San Juan, Puerto Rico (the "Purchase Agreement") on October two (2), two thousand twenty-three (2023), Seller granted to Buyer an option to purchase the Property. -------

----------**PURCHASE AND SALE**----------

---**THIRD:** As contemplated in the Purchase Agreement, Seller hereby sells, conveys and transfers fee simple title ("*pleno dominio*") to the Property and the possession thereof to Buyer, and Buyer hereby purchases from Seller fee simple title to the Property and the possession thereof, in accordance with the following ----------

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----------**TERMS AND CONDITIONS** ----------

-----One: The aggregate purchase price of the Property is the lump sum of FOUR MILLION EIGHT HUNDRED THOUSAND DOLLARS ($4,800,000) (hereinafter, the "Purchase Price"), of which (i) EIGHT HUNDRED THOUSAND DOLLARS ($800,000) is allocated to Parcel One; (ii) EIGHT HUNDRED THOUSAND DOLLARS ($800,000) is allocated to Parcel Two; (iii) EIGHT HUNDRED THOUSAND DOLLARS ($800,000) is allocated to Parcel Three; (iv) EIGHT HUNDRED THOUSAND DOLLARS ($800,000) is allocated to Parcel Four; (v) EIGHT HUNDRED THOUSAND DOLLARS ($800,000) is allocated to Parcel Five; and (vi) EIGHT HUNDRED THOUSAND DOLLARS ($800,000) is allocated to Parcel Six. ----------

-----Two: The Purchase Price is payable as follows:----------

------(A) The sum of TWO HUNDRED FORTY THOUSAND DOLLARS ($240,000) was paid by Buyer to Seller concurrently with the execution of the Purchase Agreement, which amount has been credited in its entirety to the Purchase Price on this date. ----------

------(B) Concurrently with the execution of this Deed, Buyer has delivered to Seller the sum of TWO MILLION ONE HUNDRED NINETY THOUSAND DOLLARS ($2,190,000), which is being credited in its entirety to the Purchase Price on this date. Said sum has been paid by Buyer to Seller by wire transfer or manager's check to the order of Seller and Seller hereby acknowledges receipt thereof in form and substance acceptable to Buyer. ----------

---After crediting the aforementioned sum to the Purchase Price, the balance of the Purchase Price is reduced to the sum of TWO MILLION THREE HUNDRED SEVENTY THOUSAND DOLLARS ($2,370,000) (hereinafter, the "Deferred Purchase Price"). ----------

------(C) The Deferred Purchase Price shall be evidenced by a mortgage note (hereinafter the "Mortgage Note") issued on this same date by Buyer

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in the principal sum of TWO MILLION THREE HUNDRED SEVENTY THOUSAND DOLLARS ($2,370,000), with interest per annum at the rate of five percent (5%), to be paid on a semi-annual basis, payable in two (2) installments of ONE MILLION ONE HUNDRED EIGHTY-FIVE THOUSAND DOLLARS ($1,185,000) each, the first maturing six (6) months after the execution of this Deed, and the second maturing one (1) year after the execution hereof. Said installments may be partially or totally paid in advance, at any time, without penalty, provided all partial payments in advance are applied first, to the interest then owed up to the date of the advanced payment, and the balance of the advanced payment after said interest, will be applied to the principal installment(s), in order of maturity.----------

---The Mortgage Note will be guaranteed by a first mortgage over the Property, in the principal sum of TWO MILLION THREE HUNDRED SEVENTY THOUSAND DOLLARS ($2,370,000), which will be constituted concurrently with the execution hereof. ----------

-----Three: This Deed entitles Buyer to the immediate possession of the Property, without any additional formality, document or request.----------

-----Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of Seller and, thereafter, for the account of Buyer. ----------

-----Five: Seller hereby delivers to Buyer fee simple title ("*pleno dominio*") to the Property, vacant and free and clear of liens, encumbrances or defects, subject only to the Permitted Encumbrance. ----

-----Six: Buyer specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) Seller hereby sells and Buyer hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, vacant and free of liens and encumbrances, excepting the Permitted Encumbrance, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or

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written, expressed or implied, statutory of otherwise, from Seller, the Trustee, or any of Seller's agents, employees, representatives, attorneys or brokers as to any matter concerning the physical condition of the Property, its adequacy for development or for any other particular purpose, and the prospect of obtaining construction, use or any other permits, approvals or endorsements. This Section shall survive the execution of this Deed.----------

-----Seven: Seller represents and warrants to Buyer that, to the best of Seller's knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances. ----------

-----Eight: The notarial fees, stamps on the original, stamps on the first certified copy and recording rights of this Deed in the Registry will be paid by Buyer. ----------

---**FOURTH**: This Deed will be interpreted in accordance with the laws of Puerto Rico and governed by them. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of the Commonwealth of Puerto Rico in the event of any litigation pursuant to this Deed. ----------

---**FIFTH**: All notices to the parties pursuant to this Deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following addresses: ----------

----TO SELLER: ----------

------Fideicomiso I.V.G. LLC ----------
------1 Calle Guajanas ----------
------Urbanización Villa Georgetti ----------
------Barceloneta, PR 00617 ----------
------Attention: Pemaris González-Suárez; Illianedmarís Vega----------
------Electronic Mail: pgonzalez57@hotmail.com; ----------
------illianedmaris.vega@upr.edu ----------

----TO THE BENEFICIARY: ----------

------Illianedmarís Vega-González
------1 Calle Guajanas ----------

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------Urbanización Villa Georgetti ----------
------Barceloneta, PR 00617 ----------
------Electronic Mail: illianedmaris.vega@upr.edu ----------

----TO BUYER:

------Cabo Rojo Land Acquisition LLC ----------
------Edificio Ochoa ----------
------500 Calle de la Tanca, Suite 514 ----------
------San Juan, PR 00901----------
------Attention: Eileen Sawyer ----------

----With a copy to: ----------

------250 Avenida Muñoz Rivera, Suite 440 ----------
------San Juan, PR 00918----------
------Attention: Roberto Ruiz ----------
------Electronic Mail: roberto.ruiz@ccgc.com.do ----------

---**SIXTH**: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

---**SEVENTH**: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the rest of this Deed will continue in full force and effect. -

---**EIGHTH**: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver whichever documents or instruments, public or private, necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any rectification deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of Buyer, except that each party shall bear the fees of their respective counsel. ------

---**NINTH**: The Notary advises Buyer as to the importance of filing the corresponding Change of Ownership Application at the CRIM, and to obtain before the execution of this Deed, a certification indicating whether the Property owes any sums related to property taxes. Under applicable law, Buyer is responsible for filing at the CRIM the corresponding application for Change of Ownership within thirty (30) days from the

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execution hereof. Buyer hereby declares that it is fully aware of the above-mentioned obligations and releases the authorizing Notary from this responsibility.----------

----------**RATIFICATION AND WARNINGS**----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ---------

-----(A) the meaning and legal effects of the execution of this Deed;-------

-----(B) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstract was prepared by Capital Title Services Inc. and is dated April seventeen (17), two thousand twenty-four (2024);----------

-----(C) that after the date of such title abstract and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry as of the date of the title abstract; ----------

-----(D) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification;----------

-----(E) of the right of the Buyer to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights; ----------

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-----(F) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.; ----------

-----(G) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property;----------

-----(H) of the importance of recording a copy of this deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this deed is not recorded at the Registry; ----------

-----(I) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property; ----------

-----(J) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations; ----------

-----(K) that the undersigned Notary has the obligation to file an Informative Return before the Puerto Rico Treasury Department ("Planilla Informativa Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles") and the consequences to the Seller of such filing;-----

-----(L) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 et seq., is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Sellers, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead

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paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by Seller and his agent, if any, for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed; and----------

-----(M) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by affixing their initials on each page they attest as to their reading, understanding and acceptance of its contents. ----------

----------**READING, ACCEPTANCE AND EXECUTION** ---------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their initials on each page thereof. ----------

---As to everything stated or contained in this instrument, I the Notary, hereby **ATTEST**. ----------

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---Signed, sealed, marked and flourished by the authorizing Notary, Jorge Antonio Morales Cordero.----------

---Therein also appear the signature of the appearing parties and their initials on the margin of each page. The corresponding internal revenue stamps, legal assistant stamps and the notarial tax stamp are adhered thereon. ----------

---I, the Notary, CERTIFY that the foregoing is a true and exact copy of Deed Number Eighteen (18), which contains nineteen (19) pages (*folios*), the original of which forms part of my protocol of public instruments for the year two thousand twenty-four (2024).----------

---IN WITNESS WHEREOF, and to deliver to Cabo Rojo Land Acquisition LLC, I issue the first certified copy, which I sign, seal, mark and flourish in San Juan, Puerto Rico, on May ten (10), two thousand twenty-four (2024). ----------

NOTARY

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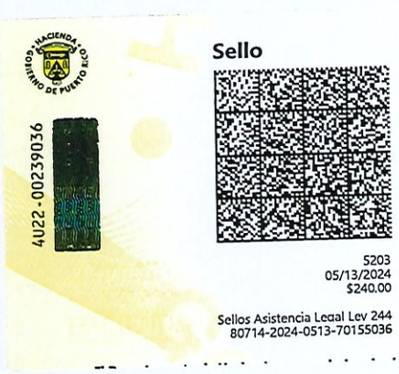

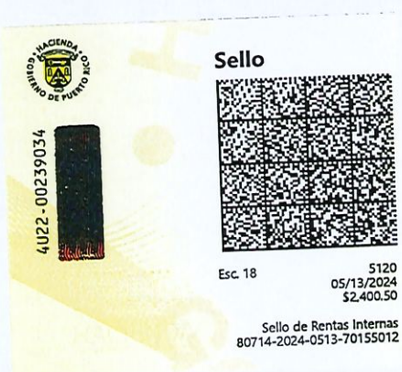



---**I HEREBY CERTIFY** that the first certified copy of this Deed has been issued in favor of Buyer on the same date and place of the execution hereof. **I ATTEST.** ----------

NOTARY

----------**DEED NUMBER NINE (9)**----------

----------**PURCHASE AND SALE AND MORTGAGE**----------
----------**TO SECURE PROMISSORY NOTES**----------

---In San Juan, Puerto Rico, on this thirteenth (13th) day of July, two thousand twenty-three (2023) ----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with offices and residence in San Juan, Puerto Rico,----------

----------**APPEAR**----------

---AS THE PARTY OF THE FIRST PART: **FRANK LOZADA CONTRERAS** and **DAMARIS YEPES RUIZ,** both of legal age, married to each other, professor and business executive, respectively, and residents of Rincón, Puerto Rico, who appear herein in their respective personal capacities and as members of the conjugal partnership constituted by and between them (hereinafter, "LOZADA-YEPES") ----------

---AS THE PARTY OF THE SECOND PART: **ANTONIO LOZADA CONTRERAS,** of legal age, single, physician and resident of Guayama, Puerto Rico (hereinafter, "ANTONIO").----------

---LOZADA-YEPES and ANTONIO will be sometimes referred jointly as "SELLERS" or "Mortgagees", as the context indicates. ----------

---AS THE PARTY OF THE THIRD PART: **CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "BUYER"), a limited liability company organized, existing and in good standing in accordance with the laws of Puerto Rico, represented herein by its Authorized Representative, Gladys Omayra Fontánez Reyes, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, and whose authority to represent BUYER in this public deed arises from the Certificate of Resolution of BUYER, signed by Eileen Sawyer, as Manager of BUYER, on July six (6), two thousand twenty-three (2023),

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in New York, New York, before Notary Public Kelly Marie Mueller. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of Notary Public Kelly Marie Mueller through the search engine of the Department of State of the State of New York. I further certify that I have examined the original of the aforesaid Certificate of Resolution of Cabo Rojo Land Acquisition LLC, and that, in my opinion, it is adequate and sufficient, and complies with all legal requirements needed to authorize Ms. Fontánez Reyes to appear herein on behalf of BUYER. ----------

---AS THE PARTY OF THE FOURTH PART: **JOSÉ ENRIQUE PÉREZ CRUZ**, also known as José E. Pérez (hereinafter, the "BROKER"), who is of legal age, married, real estate broker and resident of Bayamón, Puerto Rico. ----------

---I, the Notary, do hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily ----------

----------**STATE AND AGREE**----------

---**FIRST:** LOZADA-YEPES AND ANTONIO are the owners of the Property in fee simple title ("*pleno dominio*"), and have the possession of the parcel of land described in the Spanish language as follows (hereinafter the "Property"): ----------

---"***RUSTICA:*** *Parcela marcada con el número ciento siete (107) de la Bahía Bonita, radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida de diecinueve mil seiscientos cincuenta y seis metros, veinticinco decímetros cuadrados (19,656.25 m.c.). En linderos, por el NORTE, con la Bahía de Boquerón; SUR, con las parcelas sesenta y dos (62) y ciento trece (113), de las cuales ambas contienen parte de las servidumbres de paso para su acceso de quince (15) metros de ancho de los que siete punto cincuenta (7.50) metros pertenecen a esta parcela; ESTE, con la parcela ciento seis (106), la cual contiene parte de la servidumbre de paso para su acceso de quince (15) metros de ancho; OESTE, con la parcela número ciento ocho (108), la cual contiene parte de la servidumbre de paso para su acceso de quince (15) metros de ancho. La colindancia Sur de la finca se halla afecta a una servidumbre de paso para Uso Vehicular y Peatonal de siete punto*

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cincuenta (7.50) metros de ancho por sesenta y cuatro punto veinte (64.20) metros de largo, afectando esta servidumbre todo lo largo de la colindancia Sur y resultando en un área afectada por dicha servidumbre de cuatrocientos ochenta y uno punto cuarenta y siete (481.47) metros cuadrados, los cuales forman parte del área total de la finca según ha sido descrita."----------

---The Property is recorded at page 295 of volume 510 of Cabo Rojo, property number 18,841, Section of San Germán of the Registry of Property of Puerto Rico (the "Registry"). ----------

---The Property was acquired by LOZADA-YEPES and ANTONIO, with respective participations of fifty percent (50%) each, pursuant to Deed Number One Hundred Thirteen (113), executed in Mayagüez, Puerto Rico, on October sixteen (16), two thousand three (2003), before Notary Luis Roberto Santos, recorded at page 175 of volume 843 of Cabo Rojo, sixth (6th) inscription. ----------

---The tax identification number ("*número de catastro*") assigned by the Municipal Revenue Collection Center ("CRIM") to the Property is 379-089-327-77-000. ----------

---The Property is subject to the following liens and/or encumbrances:---

---By its origin, the Property is free and clear of liens and encumbrances.

---By itself, the Property is subject to the following liens and/or encumbrances: ----------

-----A) Restrictive conditions of equity easements ("*servidumbres en equidad*") constituted by deed number one hundred thirty-three (133), executed in Mayagüez, Puerto Rico, on November twenty (20), two thousand three (2003), before Notary Luis Roberto Santos, recorded at page 175 of volume 843 of Cabo Rojo, Section of San Germán of the Registry, third (3rd) inscription (the "Permitted Encumbrance").----------

-----B) Mortgage guaranteeing a mortgage note to the order of its bearer in the principal sum of One Hundred Ninety Four Thousand Dollars ($194,000), with no interest rate, due on the first anniversary of its constitution, constituted pursuant to Deed Number One Hundred Fourteen (114), executed in Mayagüez, Puerto Rico, on October sixteen

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(16), two thousand three (2003), before Notary Luis Roberto Santos, recorded at the overleaf of page 175 of volume 843 of Cabo Rojo, Section of San German of the Registry, seventh (7th) and last inscription. ---------

---This mortgage has been cancelled or will be cancelled simultaneously with the execution of the present Deed. ----------

-----C) Embargo in favor of the Commonwealth of Puerto Rico, against Frank Lozada Contreras/Damaris Yepes Ruiz, in the amount of forty four thousand two hundred fifty dollars with twenty cents ($44,250.20), related to income taxes, as per Certification dated September twenty eight (28), two thousand twenty one (2021), Embargo Number MAY-21-089, recorded on October twelve (12), two thousand twenty one (2021) at entry two thousand twenty one dash zero zero seven zero two five dash E S T (2021-007025-EST) of the Karibe System. ----------

---This embargo has been cancelled or will be cancelled simultaneously with the execution of the present Deed. ----------

---**SECOND:** On January eleven (11), two thousand twenty-two (2022), SELLERS granted to BUYER's affiliate, PR INVESTCO LLC ("PR Investco"), an option to purchase the Property, pursuant to Deed Number One (1) of Option to Purchase Real Estate, executed in San Juan, Puerto Rico, before Notary María del Rosario Pujol Thompson (hereinafter, the "Deed of Option"). The parties hereto acknowledge and agree that PR Investco has assigned to BUYER all of its rights and obligations under the Deed of Option, and that BUYER is the permitted assignee and successor of PR Investco thereunder. ----------

----------**PURCHASE AND SALE**----------

---**THIRD:** Pursuant to the Deed of Option, SELLERS hereby sell, convey and transfer fee simple title ("*pleno dominio*") to the Property and the possession thereof to BUYER, and BUYER hereby purchases from SELLERS fee simple title to the Property and the possession thereof, in accordance with the following----------

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----------**TERMS AND CONDITIONS**----------

-----One: The purchase price is the lump sum of ONE MILLION THREE HUNDRED FIFTY THOUSAND DOLLARS ($1,350,000) (hereinafter, the "Purchase Price"). ----------

-----Two: The Purchase Price is payable as follows: ----------

------(A) The sum of SIXTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($67,500) was paid by BUYER to SELLERS simultaneously with the execution of the Deed of Option. Of said sum, (a) THIRTY-THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($33,750) were paid to LOZADA-YEPES, and (b) THIRTY-THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($33,750) were paid to ANTONIO. ----------

-------(B) Simultaneously with the execution of this Deed, BUYER has delivered to SELLERS the sum of SIX HUNDRED SEVEN THOUSAND FIVE HUNDRED DOLLARS ($607,500), which is credited to the Purchase Price. Said sum has been paid by BUYER to SELLERS by certified or manager's check to the order of SELLERS, and SELLERS hereby acknowledge receipt thereof in form and substance acceptable to BUYER. Of said sum, THREE HUNDRED THREE THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS ($303,750) has been paid to LOZADA-YEPES, and THREE HUNDRED THREE THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS ($303,750) has been paid to ANTONIO. ----------

---After crediting the aforementioned sum to the Purchase Price, the balance of the Purchase Price is reduced to the sum of SIX HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($675,000) (hereinafter, the "Deferred Purchase Price"). ----------

-----(C) The Deferred Purchase Price shall be evidenced by two (2) mortgage notes (hereinafter the "Mortgage Notes") issued on this same date by BUYER, one to the order of LOZADA-YEPES, in the principal

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sum of THREE HUNDRED THIRTY SEVEN THOUSAND FIVE HUNDRED DOLLARS ($337,500), and the other to the order of ANTONIO, in the principal sum of THREE HUNDRED THIRTY SEVEN THOUSAND FIVE HUNDRED DOLLARS ($337,500), with no interest, and payable in full on the second anniversary of the execution hereof. The Mortgage Notes will be guaranteed by a first mortgage over the Property in the principal sum of SIX HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($675,000), which is being constituted by this Deed. ----------

-----Three: This Deed entitles BUYER to the immediate possession of the Property, without any additional formality, document or request. -----

-----Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of SELLERS and, thereafter, for the account of BUYER. ----

-----Five: SELLERS hereby deliver to BUYER fee simple title ("*pleno dominio*") to the Property, vacant and free and clear of liens, encumbrances or defects, "as is, where is", subject only to the Permitted Encumbrance. ----------

-----Six: BUYER specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) SELLERS hereby sell and BUYER hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, vacant and free of liens and encumbrances, excepting the Permitted Encumbrance, (ii) BUYER is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from SELLERS or any of SELLERS' agents employees, members, representatives, attorneys or brokers (each such party a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by SELLERS to BUYER. BUYER expressly

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acknowledges and agrees that BUYER is not relying on any representation or warranty of SELLERS or any Seller Affiliate, whether implied, presumed or expressly provided at law or otherwise, arising by virtue of any statute, common law, or other legally binding right or remedy in favor of BUYER. BUYER further acknowledges and agrees that SELLERS are under no duty to make any inquiry regarding any matter that may or may not be known to SELLERS or any Seller Affiliate. Upon execution of this public deed, BUYER shall assume the risk of adverse matters relating to adverse investigations, and BUYER, upon execution of this public deed, shall be deemed to have waived, relinquished and released SELLERS and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which BUYER might have asserted or alleged or may assert or allege in the future against SELLERS or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution of this Deed. ----------

-----Seven: The notarial fees, stamps on the original, stamps on the first certified copy and recording rights of this public deed in the Registry will be paid by BUYER. ----------

---The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of any deed or document to cancel the liens and encumbrances mentioned in paragraph FIRST of this public deed (except the Permitted Encumbrance), will be paid by SELLERS. ----------

-----Eight: This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice

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of the Commonwealth of Puerto Rico in the event of any litigation pursuant to this public deed. ----------

-----Nine: All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties: ----------

----TO SELLERS: ----------

------Frank Lozada Contreras ----------
------Damaris Yepes Ruiz----------
------Calle Comercio Número 22 ----------
------Rincón, PR 00677----------
------Electronic Mail: frank_lozada@pucpr.edu ----------

------Antonio Lozada Contreras ----------
------Urb. El Legado Golf Resort, Apt. 1614 ----------
------Guayama, PR 00784----------
------Electronic Mail: tonylozada@hotmail.com ----------

------TO BUYER:----------

------CABO ROJO LAND ACQUISITION LLC----------
------733 Third Avenue ----------
------New York, NY 10017----------
------Attention: Eileen Sawyer----------
------Electronic Mail: roberto.ruiz@ccgc.com.do----------

------TO THE BROKER: ----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920 ----------
------Attention: José Enrique Pérez Cruz----------
------Electronic Mail: passportre@gmail.com ----------

-----Ten: The appearing parties acknowledge that the BROKER, José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy-eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the subject of this Deed. The fees to the BROKER and his associates, if any, for said service will be the responsibility of BUYER and will be paid simultaneously with the execution of this Deed. Said fees will amount to SIXTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($67,500), equivalent to five percent (5%) of the Purchase Price. ---------

-----Eleven: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

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-----Twelve: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the rest of this public deed will continue in full force and effect. ----------

-----Thirteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver whichever documents or instruments, public or private, necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any Rectification Deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of BUYER, except that each party shall bear the fees of their respective counsel.----------

---**THIRD:** The Notary advises BUYER as to the importance of filing the corresponding Change of Ownership Application at the CRIM, and to obtain before the execution of this public deed, a certification indicating whether the Property owes any sums related to property taxes. Under applicable law, BUYER is responsible for filing at the CRIM within the next thirty (30) days the corresponding application for Change of Ownership. BUYER hereby declares that it is fully aware of the above-mentioned obligations and releases the subscribing Notary from this responsibility. ----------

----------CONSTITUTION OF MORTGAGE----------

---**FOURTH**: The Mortgaged Property. Pursuant to this Deed, Mortgagor has become the owner, with valid, good and marketable fee simple title ("*pleno dominio*") of the Property.----------

---**FIFTH:** Simultaneously herewith, Mortgagor has subscribed before me the Mortgage Notes, which have been delivered by Mortgagor to

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Mortgagees simultaneously with the execution of this Deed. Mortgagees hereby acknowledge receipt of the originals of the Mortgage Notes. The text of the Mortgage Notes is copied literally in paragraph EIGTEENTH hereof. ----------

---**SIXTH:** Creation of Mortgage. In order to guarantee and secure: ------

-----(i) the full and complete payment of the principal and interest on the Mortgage Notes; ----------

-----(ii) the performance and observance of the terms therein and herein contained; ----------

-----(iii) additional credits in the amounts set forth in paragraph NINETEENTH hereof to cover interest in addition to that secured by law (hereinafter called the "Interest Credit");----------

-----(iv) additional credits in the amounts set forth in paragraph NINETEENTH hereof to cover any amounts that may be paid by or advanced by the holder(s) of the Mortgage Notes hereunder, together with interest thereon (hereinafter called the "credit for additional advances"); ----------

-----(v) additional credits (hereinafter called the "credit for liquidated damages") in the amounts set forth in paragraph NINETEENTH hereof as a liquidated and agreed amount payable without the need of further liquidation or approval by any court, to cover the costs and expenses (including attorneys' fees) of the holder(s) of the Mortgage Notes, in the event that such holder resorts to the courts or to any other governmental agency in order to collect all or any part of the principal thereof or any interest thereon (by foreclosure or other proceedings or action);----------

----Mortgagor hereby constitutes and creates a voluntary mortgage (the "Mortgage") in favor of Mortgagees, including the present holder(s) or any future holder(s) thereof (references herein to the "Mortgagees" shall refer to the present holder(s) of the Mortgage Notes, and to any future holder(s) thereof, and in the event the Mortgage Notes are pledged or

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assigned as collateral security for the payment and performance of the obligations of the Mortgagor and/or any other person, then the term "Mortgagees" shall also refer to the pledgee[s] or assignee[s] of the Mortgage Notes, including the present holder(s) or any future holder(s) thereof), on the Property described in Paragraph FIRST and covering the following elements (hereinafter collectively referred to as the "Mortgaged Property"):----------

------(a) all the buildings, structures, improvements and facilities now or hereafter located thereon;----------

------(b) all of the rights of way or use, easements, servitudes, licenses, tenements, hereditaments and other appurtenances now or hereafter belonging or appertaining to the Mortgaged Property;----------

------(c) all renewals and replacements of, substitutions for and additions to the property described in subparagraphs (a) and (b) above, and all other property, real, personal or mixed now owned or hereafter acquired by Mortgagor and enjoyed in common with or in any way appertaining to such property as well as all real properties which may be consolidated or grouped with the Mortgaged Property, but excluding, however, any personal property which is not susceptible in any event of being mortgaged by a real property mortgage pursuant to applicable law;-------

------(d) all awards, compensations and payments in respect of any taking by condemnation or eminent domain of any of the foregoing; ----------

------(e) all rents, earnings, revenues, issues and profits of all of the foregoing; and----------

------(f) all chattels which may be removed without breaking the material or deteriorating the object and that are presently or hereafter permanently placed on the Mortgaged Property, either for its decoration, comfort or development, or for industrial use or otherwise. ----------

---**SEVENTH**: Condemnation. In the event of a taking of all or any part of the Mortgaged Property as a result of or in lieu or in anticipation of

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the exercise of the right of condemnation or eminent domain, or a change of grade adversely affecting the Mortgaged Property, Mortgagees shall be entitled to receive all awards and payments on account of such taking up to the amount secured hereby or by the pledge or assignment of the Mortgage Notes. Mortgagor will pay all reasonable costs and expenses (including, without limitation, reasonable attorneys' fees) of Mortgagees in connection with any such taking and seeking and obtaining any award or payment in respect thereof. All awards and payments collected by Mortgagees, after the payment of costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred in the seeking and obtaining thereof, shall be applied by Mortgagees to the payment of any notes or obligations of Mortgagor for which the Mortgage Notes are assigned or pledged as security or in such other manner as may be provided in the pledge agreement(s) or other instrument(s) under which the Mortgage Notes are assigned and/or pledged, or as otherwise agreed by Mortgagor and Mortgagees, and any surplus or remaining balance after such application shall be promptly paid over by Mortgagees to Mortgagor. ----------

---**EIGHTH:** Insurance. As provided in Article Sixty One (61) of the Registry of the Property Act of Puerto Rico, Act Number Two Hundred Ten (210) of December eight (8), two thousand fifteen (2015), 30 L.P.R.A. §6088) (hereinafter, the "Registry Act"), this Mortgage shall be extensive to, and shall cover, all indemnities to which the Mortgagor may be entitled under any policy of insurance covering the Mortgaged Property or any part thereof, and Mortgagees shall be entitled to receive directly from the underwriter(s) or insurer(s) all payments which become due under any such policy(ies) of insurance. Such payments, after deducting therefrom all costs and expenses (including, but without limitation, reasonable attorneys' fees and expenses) incurred in the collection thereof, shall at the option of the Mortgagees be applied on

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account of the payment of the Mortgage Notes and/or of any note(s) or obligation(s) of the Mortgagor for which the Mortgage Notes may be assigned and/or pledged as security, or as otherwise agreed by Mortgagor and Mortgagees. Such proceeds of insurance may, at the option of the Mortgagees and without waiver of Mortgagees' right to any future proceeds of like nature, be paid over to Mortgagor in partial or total reimbursement of Mortgagor's expenses in repairing or replacing such portion(s) of the Mortgaged Property as may have been so damaged.----------**NINTH:** Additional Advances. If Mortgagor shall fail to make punctual payment of all Impositions (as defined in paragraph FIFTEENTH hereof), or should fail to maintain insurance coverage on the Mortgaged Property as required from time to time by the Mortgagees, or should fail to discharge any mortgage, lien, encumbrance or charge upon the Mortgaged Property, or any part thereof, which is prohibited by the terms hereof or of the pledge agreement or other instrument under which the Mortgage Notes are assigned or pledged, or should fail to maintain the Mortgaged Property in good condition, or should fail to perform any other term or covenant hereof or of such pledge agreement or other instrument, then Mortgagees, without consent of or demand upon Mortgagor and without waiving or releasing any obligation or default, may (but shall be under no obligation to) at any time thereafter advance such funds as may in Mortgagees' judgment be needed for the purpose of performing such terms or covenants, and Mortgagees may, in such event, take such other and further action in the premises as they may consider necessary or appropriate for such purposes. All sums so advanced or paid by Mortgagees and all costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) so incurred, together with interest thereon at the rate set forth in the Mortgage Notes from the date of payment or incurring, shall constitute additional indebtedness secured by this Mortgage and shall be paid by Mortgagor

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to Mortgagees on demand.

---**TENTH:** Further Assurances: Additional Security. Mortgagor, at its expense, will execute, acknowledge, deliver and record all such instruments and take all such action as Mortgagees from time to time may reasonably request for better assuring to Mortgagees the properties and rights hereby mortgaged and assigned or intended so to be. Without notice to or consent of Mortgagor, and without impairment of the lien of and rights under this Mortgage, Mortgagees may take (but Mortgagor shall not be obligated to furnish) from Mortgagor or from any other person or persons additional security for the Mortgage Note and/or for the obligations of the Mortgagor secured by the assignment and/or pledge of the Mortgage Note; and neither the giving of this Mortgage nor the acceptance of any such additional security shall prevent Mortgagees from resorting first to such additional security, or to the security created by this Mortgage, in either case without affecting Mortgagees' lien and rights under this Mortgage.----------

---**ELEVENTH:** Default. At such time as there shall exist an event of default under any agreement pursuant to which the Mortgage Notes shall have been assigned or pledged, or there shall exist any failure to pay when due any amount(s) under the Mortgage Notes, and/or there shall be any breach of any other condition or covenant set forth in this Mortgage, and/or any material representation or warranty of the Mortgagor hereunder shall prove to have been false in any material respect on the date when made, then at any time thereafter Mortgagees may, at their election, proceed to enforce the payment in full of the Mortgage Notes and/or to foreclose the lien of this Mortgage as against all or any part of the Mortgaged Property (by summary proceedings or otherwise) and to have the same sold under the judgment or decree of a court of competent jurisdiction; take possession of the Mortgaged Property or any part thereof, by summary proceedings, ejectment or otherwise, remove

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Mortgagor and all other persons and any and all properties therefrom; hold, operate and manage the same and receive all earnings, income, rents, issue and proceeds accruing with respect thereto or any part thereof. In connection with any of the foregoing, Mortgagees shall as a matter of right and without regard to the solvency of the Mortgagor or the adequacy of the security for the indebtedness from Mortgagor to Mortgagees, be entitled to the appointment of a receiver upon notice to the Mortgagor for all or any part of the Mortgaged Property, whether such receivership be incidental to a proposed sale of the Mortgaged Property or otherwise.----------

---**TWELFTH:** Foreclosure Valuation. As required by Article 80 of the Registry Act, 30 L.P.R.A. §6107, Mortgagor hereby declares and agrees that the value of the Mortgaged Property is as set forth in paragraph NINETEENTH hereof under the title "Foreclosure Valuation". ----------

---**THIRTEENTH**: Foreclosure. In the event that the Mortgage Notes are assigned or pledged or otherwise encumbered as collateral security for the payment of any other note(s) and/or debt(s) of the Mortgagor and/or of any other person, the Mortgagor agrees: ----------

-----(a) That Mortgagees may foreclose this Mortgage and may exercise all other rights, remedies, powers and privileges provided herein or now or hereafter existing at law, in equity, by statute, or otherwise, without first foreclosing the pledge or other lien so constituted upon the Mortgage Notes, to the same extent and with the same force and effect as if the Mortgage Notes had been assigned or transferred directly to Mortgagees rather than assigned or pledged as collateral security, provided that nothing contained in this paragraph THIRTEENTH shall relieve Mortgagees from the obligation to comply with the terms of the pledge agreement(s) and/or other instrument(s) under which the Mortgage Notes are assigned and/or pledged. ----------

-----(b) That Mortgagor will not exercise any right which it might have

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to cancel the record of the Mortgage by reason of lapse of time counted from the date of the constitution of the Mortgage under the provisions of Article One Hundred Twenty (120) of the Registry Act, 30 L.P.R.A. §6163) or otherwise, and further agrees, whenever requested by the Mortgagees, to execute and file in the appropriate section of the Registry, at Mortgagor's cost and expense, any and all supplemental instruments which may be necessary or convenient for the preservation of the lien of the Mortgage until full payment of the Mortgage Notes and any other note(s) and of any debt(s) so secured by lien(s) upon the Mortgage Notes.

---**FOURTEENTH:** Expenses. All costs and expenses of this public deed, of a certified copy or copies thereof, and of the registration of this instrument in the proper public registry; all expenses of such additional documentation as may hereafter be required, including the registration thereof in a proper public registry, if such be required; and all expenses of all documents of cancellation, including the cost of registration thereof, shall be for the account of Mortgagor. ----------

---**FIFTEENTH:** Definitions. As used in this Mortgage, the term "Impositions" shall mean all real estate and other taxes, all assessments (including, without limitation, all assessments for public improvements or benefits, whether or not commenced or completed prior to the date hereof or while this Mortgage is in force), water, sewer, electricity, utility and other rents, rates and charges, excises, levies, license fees, permit fees, inspection fees and other authorization fees and other charges, in each case whether general or special, ordinary or extraordinary, or foreseen or unforeseen, of every character (including all penalties or interest thereon), which at any time may be assessed, levied, confirmed or imposed on or in respect of or be a lien upon (a) the Mortgaged Property or any part thereof or any rents, issues, income, profits or earnings therefrom or any estate, right or interest therein, or (b) any occupancy, use or possession of or sales from the Mortgaged Property or

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any part thereof, or (c) this Mortgage, any interest hereon or any other payments due from the Mortgagor under the terms of this Mortgage; excepting, however, the income taxes now or hereafter imposed by the United States and by the Commonwealth of Puerto Rico under applicable law.----------

---**SIXTEENTH**: Miscellaneous. All of the terms of this Mortgage shall apply to and be binding upon the successors and assigns of Mortgagor and all persons claiming under or through Mortgagor or any such successor or assign, and shall inure to the benefit of Mortgagees. Neither this Mortgage nor any term hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by Mortgagees, notice of which is endorsed on the Mortgage Note. ----------

---**SEVENTEENTH:** Other Terms and Conditions. The following terms and conditions are made a part of this Mortgage and shall apply to and be binding upon the successors and assigns of Mortgagor and all persons claiming under or through Mortgagor or any such successors or assigns, and shall inure to the benefit of Mortgagees. Additionally, if any of the terms and conditions contained in this paragraph shall be inconsistent or contrary to any other terms and conditions contained in this public deed, the terms and conditions of this paragraph shall prevail. ----------

-----(a) Representations and Warranties. The Mortgagor hereby represents and warrants to the Mortgagees as follows:----------

-----(i) No Hazardous Waste. To Mortgagor's knowledge, there has been no release of any oil, hazardous materials, hazardous wastes, hazardous substances or toxic substances, as defined in forty-two (42) United States Code ("USC") Sections nine six zero one (9601) *et sequentia,* forty-two (42) USC Sections six nine zero one (6901) *et sequentia,* fifteen (15) U.S.C. Sections two six zero one (2601) *et sequentia* and the regulations promulgated thereunder, and all applicable federal, state and local laws, rules and regulations ("Hazardous Waste") on, upon or into the Mortgaged

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Property, that would have a material adverse effect on the Mortgaged Property or Mortgage as a whole, nor has there been, to the best of the Mortgagor's knowledge, any such release on, upon or into any real property in the vicinity of the Mortgaged Property that, through solid or groundwater migration, has come to be located on the Mortgaged Property or could reasonably be expected to come to be located on the Mortgaged Property. There is no Hazardous Waste presently stored or located on, in or about any portion of the Mortgaged Property, and Mortgagor covenants and agrees that it will indemnify and hold the Mortgagees harmless from and against any and all expense, damage, loss or liability incurred by the Mortgagees arising from the application of any law, including any so-called "Super Fund" or "Super Lien" legislation, relating to the presence of oil or Hazardous Waste on the Mortgaged Property, whether such legislation is federal, state or local in nature. It is expressly acknowledged by Mortgagor that this covenant of indemnification shall survive any foreclosure of the lien and security interest of this Mortgage and shall inure to the benefit of the Mortgagees, their successors and assigns, in the event Mortgagees becomes the owner of the Mortgaged Property.----------

-------(ii) Absence of Litigation. Except as otherwise disclosed by Mortgagor, there are no actions, suits, or investigations, including, without limitation, condemnation and eminent domain proceedings, pending or, to the best of Mortgagor's knowledge, threatened, against or affecting the Mortgaged Property, or which may involve or affect the validity of this Mortgage, and Mortgagor are not in default with respect to any order, writ, injunction, decree or demand of any court or any administrative agency or governmental authority affecting the Mortgaged Property or the use thereof.----------

------(iii) Compliance with Law. The Mortgaged Property is in compliance with all applicable laws and governmental regulations, including but not

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limited to those governing zoning, land use, subdivision control, health, safety, fire protection and protection of the environment, except such laws and governmental regulations the noncompliance with which would not have a material adverse effect on the Mortgaged Property or the Mortgage as a whole. ----------

-------(iv) Mortgage Interest Not Usurious. The interest payable under this Mortgage and the Mortgage Notes is not usurious under applicable laws and regulations.----------

-----(b) Certain Covenants and Conditions. Mortgagor covenants and agrees as follows: ----------

-------(i) Provision for Payment of Governmental Charges and other Obligations. To assure the payment of all Impositions, taxes, charges, sewer use fees, water rates, ground rents and assessments of every name and nature, or any other obligations which may have or acquire priority over this Mortgage, and which are assessed or payable with reference to the Mortgaged Property, the Mortgagor, if so requested by the Mortgagees, but only after the occurrence of a default hereunder, under the Mortgage Note and/or under any agreement(s) pursuant to which the Mortgage Note has been pledged and/or assigned to the Mortgagees, shall deposit with the Mortgagees, on the days when monthly payments mature, a sum determined by the Mortgagees to be sufficient to provide, in the aggregate, a fund adequate to pay any such amounts at least ten (10) days before the same become delinquent; and whenever the Mortgagees determine sums accumulated under the provisions of this section to be insufficient to meet the obligation for which such deposits were made, the Mortgagor shall pay, on the demand of the Mortgagees, any amount required to cover the deficiency therein. Every such deposit may, at the option of the Mortgagees, be applied directly against the obligation with reference to which it was made, or, to the fullest extent permissible according to law, any other obligation of the Mortgagor secured hereby.

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Such deposits may, to the fullest extent permitted by law, be commingled with other assets of the Mortgagees and, in the discretion of the Mortgagees, invested by the Mortgagees for their own account, without any obligation to pay income from such investment, or interest on such deposits, to the Mortgagor, or to account to Mortgagor for such income in any manner. ----------

-------(ii) Maintenance of the Mortgaged Property and Alterations. Mortgagor shall keep and maintain the Mortgaged Property in as good repair and condition as the same now is or may hereafter be put (ordinary wear and tear excepted), shall make all such necessary and proper repairs, replacements, additions and improvements thereto as shall be required for the proper conduct of its business thereon, and shall not permit or commit waste on the Mortgaged Property. Mortgagor shall make or cause to be made, as and when the same shall become necessary, all structural and non-structural, exterior and interior, ordinary and extraordinary, foreseen and unforeseen repairs, renewals and replacements necessary to that end. Mortgagor shall not permit removal or material alteration, except as otherwise permitted in writing, of anything which constitutes a part of the Mortgaged Property without the consent of the Mortgagees, which consent shall not be unreasonably withheld or delayed. Mortgagor shall permit the Mortgagees to enter the Mortgaged Property, at any reasonable time, to determine whether Mortgagor is in compliance with its obligations under this Mortgage. All construction on the Mortgaged Property shall comply with, and each and every part of the Mortgaged Property shall be maintained and used in accordance with, all applicable federal, state and local laws and governmental regulations, and any lawful private restrictions or other requirements or provisions, relating to the maintenance or use thereof. ----------

---Notwithstanding the above, the Mortgagor shall have the right, at any time and from time to time, to remove and dispose of machinery and

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equipment or partitions on, or forming part of, the Mortgaged Property (without the consent of Mortgagees) that may have become obsolete or unfit for use or that is no longer useful in the operation of the building now or hereafter constituting a portion of the Mortgaged Property or in the business conducted thereupon. The Mortgagor agrees promptly to replace with other machinery and equipment, free of superior title liens or claims, except as otherwise agreed by the Mortgagor and the Mortgagees, not necessarily of the same character but of at least equal usefulness and quality, any such machinery and equipment so removed or disposed of; except that, if by reason of technological or other developments in the operation and maintenance of property of the general character of the machinery and equipment so removed, no replacement of the property so removed or disposed of is necessary or desirable in the proper operation or maintenance of the Mortgaged Property or the business conducted thereupon, the Mortgagor shall not be required to replace the same. -------

-----(c) Hazardous Substances. Except to the extent that failure to comply would not have a material adverse effect on the Mortgagor or the Mortgaged Property and/or not result in or create a lien of any kind upon the Mortgaged Property, the Mortgagor shall:----------

-------(i) not store (except in compliance with all laws, ordinances, and regulations pertaining thereto), dispose of, release or allow the release of any hazardous substance, solid waste or oil on the Mortgaged Property; --

-------(ii) neither directly nor indirectly transport or arrange for the transport of any hazardous substance or oil (except in compliance with all laws, ordinances and regulations pertaining thereto); ----------

-------(iii) in the event of any change in the laws governing the assessment, release or removal of hazardous materials, which change would lead a prudent lender to require additional testing to avail itself of any statutory insurance or limited liability, take all such action (including, without limitation, the conducting of Engineering tests at the sole expense of the

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Mortgagor) to confirm that no hazardous substance or oil is or ever was stored, released or disposed of on the Mortgaged Property; and----------

-------(iv) provide the Mortgagees with written notice: (A) upon the Mortgagor's obtaining knowledge of any potential or known release, or threat of release, of any hazardous substance or oil at or from the Mortgaged Property; (B) upon the Mortgagor's receipt of any notice to such effect from any federal, state, Commonwealth or other governmental authority; or (C) upon the Mortgagor's obtaining knowledge that any expense or loss has been incurred by such governmental authority in connection with the assessment, containment, removal or remediation of any hazardous substance or oil for which expense or loss the Mortgagor may be liable or for which expense a lien may be imposed on the Mortgaged Property.----------

---For purposes of this section, the terms "hazardous substance" and "release" shall have the meanings specified in the Comprehensive Environmental Response, Compensation and Liability Act of nineteen hundred eighty (1980), forty-two (42) USC Sections nine six zero one (9601) *et sequentia* ("CERCLA") and the terms "solid waste" and "disposal" (or 'disposed") shall have the meanings specified in the Resource Conservation and Recovery Act of nineteen hundred seventy-six (1976), forty-two (42) United States Code Sections six nine zero one (6901) *et sequentia* ("RCRA") and regulations promulgated thereunder; provided, in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply as of the effective date of such amendment and provided further, to the extent that the laws of the Commonwealth of Puerto Rico establish a meaning for "hazardous substance", "release", "solid waste", or "disposal" which is broader than specified in either CERCLA or RCRA, such broader meaning shall apply.----------

--------(d) Environmental Assessments. In addition to the Mortgagees'

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rights provided hereunder, if Mortgagees have cause to believe that contamination or a violation of any Environmental Laws (as hereinafter defined) exists on any part of the Mortgaged Property, the Mortgagees may, at their election, without regard to whether Mortgagor is in default hereunder and/or under the Mortgage Notes and/or under any agreement(s) pursuant to which the Mortgage Notes is pledged and/or assigned to the Mortgagees, obtain one or more environmental assessments of the Mortgaged Property prepared by a geohydrologist, an independent engineer or other qualified consultant or expert approved by the Mortgagees evaluating or confirming (i) whether any hazardous substances or other toxic substances are present in the soil or water at or adjacent to the Mortgaged Property and (ii) whether the use-and operation of the Mortgaged Property comply with all applicable federal, state, commonwealth and local laws, rules and regulations (herein called "Environmental Laws") relating to air quality, environmental control, release of oil, hazardous materials, hazardous wastes and hazardous substances, and any and all other applicable environmental laws. Environmental assessments may include detailed visual inspections of the Mortgaged Property including, without limitation, any and all storage areas, storage tanks, drains, dry wells and leaching areas, and the taking of soil samples, surface water samples and ground water samples, as well as such other investigations or analyses as are necessary or appropriate for a complete determination of the compliance of the Mortgaged Property and the use and operation thereof with all applicable Environmental Laws. Any such environmental assessment shall be at the cost and expense of the Mortgagor.----------

-----(e) Notice of Condemnation. Mortgagor, immediately upon obtaining knowledge of the institution of any proceeding for the condemnation or requisition of the Mortgaged Property or any portion thereof, shall notify the Mortgagees of the pendency of such proceeding. The Mortgagees may

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participate in such proceeding, and the Mortgagor from time to time shall deliver to the Mortgagees all instruments requested by the Mortgagees to permit such participation. ----------

---------(f) Leases: Assignments. Mortgagor shall faithfully keep, observe and satisfy all the obligations on the part of the lessor to be kept, performed and satisfied under every lease from time to time in force with reference to the Mortgaged Property. Mortgagor hereby assigns to Mortgagees all rents and profits under any and all leases of the Mortgaged Property, provided, however, that Mortgagor shall be entitled to retain such rents and profits until a default hereunder, under the Mortgage Notes and/or under any agreement(s) pursuant to which the Mortgage Notes are pledged and/or assigned to the Mortgagees shall have occurred. At any time on notice from the Mortgagees, Mortgagor shall submit to the Mortgagees for examination all such leases and on the demand of the Mortgagees, shall execute and deliver a separate instrument collaterally assigning any or all such leases, or the rents and profits thereof, in form satisfactory to the Mortgagees. Nothing in this paragraph shall be deemed to constitute an agreement to subordinate this Mortgage to any leases with respect to the Mortgaged Property. ----------

------(g) Expenses. Mortgagor shall pay when due all fees and charges (including reasonable attorneys, fees) incurred by the Mortgagees incident to the transactions evidenced by the obligations (including, without limitation, the Mortgage Notes) secured by this Mortgage, the assurance of the security represented by this Mortgage, and incident to the enforcement of said obligations and this Mortgage, and such fees and charges shall be secured by the lien of this Mortgage. ----------

-----(h) Priority of Lien: Obligation to Cancel Mortgages. Mortgagor covenants and agrees that this Mortgage is and will be maintained as a valid first mortgage lien on the Mortgaged Property junior only to the liens and encumbrances described in paragraph SECOND of this public deed,

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if any. Mortgagor shall execute such documents and perform such acts as necessary or convenient in order to keep or maintain this Mortgage as a valid first mortgage lien on the Mortgaged Property, junior only to the liens and encumbrances described in paragraph SECOND of this public deed, if any. ----------

----------(i) After Acquired Mortgaged Property. All property of every kind acquired by the Mortgagor after the date hereof which, by the terms hereof, is required or intended to be subjected to the lien of this Mortgage shall, immediately upon the acquisition thereof by the Mortgagor, and without any further mortgage, conveyance, assignment or transfer, become subject to the lien of this Mortgage. The Mortgagor will do, execute, acknowledge and deliver all and every such further acts, conveyances, mortgages, and assurances as the Mortgagees shall reasonably require for accomplishing the purposes of this Mortgage. If any action or proceeding shall be instituted to recover possession of the Mortgaged Property or for the foreclosure of any other mortgage or for any other purpose affecting the Mortgaged Property or this Mortgage, the Mortgagor will immediately, upon service thereof on or by the Mortgagor, deliver to the Mortgagees a true copy of each precept, petition, summons, complaint, notice of motion, order to show cause, and all other process, pleadings and papers, however designated, served in any such action or proceeding. ----------

--------(j) Waiver and Modification: Fees and Expenses in Event of Redemption or Foreclosure. Whether or not for additional interest or other consideration paid or payable to the Mortgagees, no forbearance on the part of the Mortgagees or extension of the time for the payment of the whole or any part of the obligations secured hereby, whether oral or in writing, or any other indulgence given by the Mortgagees to Mortgagor or to any other party claiming any interest in or to the Mortgaged Property, shall operate to release or in any manner affect the original liability of

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Mortgagor, or the priority of this Mortgage or to limit, prejudice or impair any right of the Mortgagees, including, without limitation, the right to realize upon the security, or any part thereof, for the obligations secured hereby or any of them, notice of any such extension, forbearance or indulgence being hereby waived by Mortgagor and all those claiming by, through or under Mortgagor. No consent or waiver, express or implied, by the Mortgagees to or of any default by Mortgagor shall be construed as a consent or waiver to or of any further default in the same or any other term, condition, covenant or provision of this Mortgage or of the obligations secured hereby. In case pursuant to the laws of the Commonwealth of Puerto Rico redemption is had by Mortgagor after foreclosure proceedings have begun, the Mortgagees shall be entitled to collect all costs, charges and expenses incurred up to the time of redemption. ----------

------(k) Fixtures and Equipment. Mortgagor hereby grants to the Mortgagees to secure the payment and performance of the obligations under the Mortgage Notes and also to secure the performance of all agreements and covenants herein contained, a security interest in all chattels referred to in clause (f) of paragraph SIXTH and all fixtures located on or appertaining to the Mortgaged Property, now owned or hereafter acquired by Mortgagor (and all accessions thereto and the proceeds thereof). The Mortgagor covenants and agrees that, upon the subsequent acquisition of such fixtures or chattels, it will provide to the Mortgagees such further assurances as may be required by the Mortgagees to establish the Mortgagees' security interest in such fixtures or chattels. Mortgagor shall execute, deliver and cause to be recorded and filed from time to time with all necessary public offices, at Mortgagor's sole cost and expense, such instruments as will maintain the Mortgagees' priority of security in all fixtures and chattels.----------

------(l) Right of Mortgagees to Cure Default. If a default shall occur

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hereunder, under the Mortgage Notes and/or any obligation(s) secured by the pledge and/or assignment of the Mortgage Notes, beyond any applicable grace period, the Mortgagees shall have the right, after five (5) days prior written notice to Mortgagor, but without any obligation so to do, to cure such default for the account of Mortgagor. Without limiting the generality of the foregoing, Mortgagor hereby authorizes the Mortgagees to pay, at its option, all taxes, sewer use fees, water rates and assessments and other Impositions, with interest, costs and charges accrued thereon, which may at any time be a lien upon the Mortgaged Property, or any part thereof; to pay the premiums for any insurance required hereunder; to incur and pay reasonable expenses in protecting its rights hereunder and the security hereby granted; to pay any balance due and delinquent under any security agreement on any fixtures and equipment included as a part of the Mortgaged Property; and the payment of all amounts so incurred shall be secured hereby as fully and effectually as any other obligation of Mortgagor secured hereby. ----------

------(m) Notices. All notices, requests and other communications made or required to be given pursuant to this Mortgage shall be given to such address and in such manner as Mortgagor and Mortgagees may have furnished in writing to each other, respectively.----------

------(n) Successors and Assigns: Joint and Several Liability: Partial Invalidity. All the covenants and agreements of Mortgagor herein contained shall be binding upon Mortgagor and the executors, administrators, successors and assigns of Mortgagor. In case any one or more of the provisions of this Mortgage may be found to be invalid, or unenforceable for any reason or in any respect, such invalidity or unenforceability shall not limit or impair enforcement of any other provision thereof. ----------

------All benefits and agreements of Mortgagees herein contained shall be binding upon Mortgagees, their successors, assigns and future holder(s) of the Mortgage Notes.----------

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------(o) Modification. No change, amendment, modification, cancellation or discharge of this Mortgage, or any part hereof, shall be valid unless in writing and signed by the parties hereto or their respective successors and assigns. ----------

------(p) Captions. Section headings are inserted for convenience of reference only. They do not form part of this Mortgage and shall be disregarded for purposes of the interpretation of the terms of this Mortgage.----

---**EIGHTEENTH**: The Mortgage Notes referred to in paragraph THIRD of this public deed consist of two mortgage notes, one to the order of LOZADA-YEPES (the "Lozada-Yepes Mortgage Note") and one to the order of ANTONIO (the "Antonio Mortgage Note"). The Mortgage Notes are literally transcribed herein as follows: ----------

----------(A) The Lozada-Yepes Mortgage Note:----------

"----------MORTGAGE NOTE ----------

---VALUE: ($337,500) ----------DUE: July 13, 2025 ------

---FOR VALUE RECEIVED, the undersigned promises to pay to the order of FRANK LOZADA CONTRERAS and DAMARIS YEPES RUIZ the principal sum of THREE HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($337,500), with no interest and payable in full on the second (2nd) anniversary of the execution of this Mortgage Note, that is on July thirteen (13), two thousand twenty-five (2025). The principal payment shall be made at the office or domicile of the bearer within the Commonwealth of Puerto Rico, or at such other place as the bearer may from time to time designate in writing. ----------

---If the undersigned fails to pay the principal amount outstanding under this Mortgage Note on the date of maturity hereof, the obligation shall thereafter accrue interest at a rate per annum equal to five percent (5%), effective from the date of the default and until final payment of the obligation evidenced hereunder. The application of the default interest rate shall not be construed as a waiver of any other right of the holder of this Mortgage Note, including the right to demand payment, declare an event of default or take any other action it may be entitled to take.--------

---The undersigned hereby waives presentment, protest, demand and notice of non-payment. ----------

---This Mortgage Note is secured by a mortgage constituted by Deed Number Nine (9), executed on July thirteen (13), two thousand twenty-three (2023), in San Juan, Puerto Rico, before Notary Jorge Antonio Morales Cordero, and the holder of this Mortgage Note is entitled to the benefit and security of all of the provisions and conditions set forth in said Deed of Mortgage. ----------

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---This Mortgage Note is in *pari-passu* rank and priority with a mortgage note issued by the undersigned on this same date, to the order of ANTONIO LOZADA CONTRERAS, in the principal sum of THREE HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($337,500), secured by the aforementioned mortgage.--------

---Should the holder of this note undertake legal proceedings for the collection hereof, the undersigned (i) agrees to pay an additional liquidated sum equal to ten percent (10%) of the principal amount of this note to cover attorneys' fees, court costs and expenses; and (ii) submits to the venue selected by said holder for such legal proceedings. ----------

---In San Juan, Puerto Rico, on this thirteenth (13th) day of July, two thousand twenty-three (2023). ----------

---CABO ROJO LAND ACQUISITION LLC ----------
---[Signed] ----------
---[By: Gladys Omayra Fontánez Reyes]----------
---[Title: Authorized Representative]----------

---Affidavit No.: 12,359 ----------

---Acknowledged and subscribed before me in San Juan, Puerto Rico, on this thirteenth (13th) day of July, two thousand twenty-three (2023), by Gladys Omayra Fontánez Reyes, in her capacity as Authorized Representative of Cabo Rojo Land Acquisition LLC, who is personally known to me. ----------

---[Signed: Jorge A. Morales Cordero] ----------
---Notary ----------
---[Notarial Seal]" ----------

----------(B) The Antonio Mortgage Note: ----------

"----------MORTGAGE NOTE ----------

---VALUE: ($337,500) ----------DUE: July 13, 2025 ------

---FOR VALUE RECEIVED, the undersigned promises to pay to the order of ANTONIO LOZADA CONTRERAS the principal sum of THREE HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($337,500), with no interest and payable in full on the second (2nd) anniversary of the execution of this mortgage note, that is on July thirteen (13), two thousand twenty-five (2025). The principal payment shall be made at the office or domicile of the bearer within the Commonwealth of Puerto Rico, or at such other place as the bearer may from time to time designate in writing. ----------

---If the undersigned fails to pay the principal amount outstanding under this Mortgage Note on the date of maturity hereof, the obligation shall thereafter accrue interest at a rate per annum equal to five percent (5%), effective from the date of the default and until final payment of the obligation evidenced hereunder. The application of the default interest rate shall not be construed as a waiver of any other right of the holder of this Mortgage Note, including the right to demand payment, declare an event of default or take any other action it may be entitled to take.--------

---The undersigned hereby waives presentment, protest, demand and notice of non-payment. ----------

---This Mortgage Note is secured by a mortgage constituted by Deed Number Nine (9), executed on July thirteen (13), two thousand twenty-

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three (2023), in San Juan, Puerto Rico, before Notary Jorge Antonio Morales Cordero, and the holder of this Mortgage Note is entitled to the benefit and security of all of the provisions and conditions set forth in said Deed of Mortgage. ----------

---This Mortgage Note is in *pari-passu* rank and priority with a mortgage note issued by the undersigned on this same date, to the order of FRANK LOZADA CONTRERAS and DAMARIS YEPES RUIZ, in the principal sum of THREE HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($337,500), secured by the aforementioned mortgage. ----------

---Should the holder of this note undertake legal proceedings for the collection hereof, the undersigned (i) agrees to pay an additional liquidated sum equal to ten percent (10%) of the principal amount of this note to cover attorneys' fees, court costs and expenses; and (ii) submits to the venue selected by said holder for such legal proceedings. ----------

---In San Juan, Puerto Rico, on this thirteenth (13th) day of July, two thousand twenty-three (2023). ----------

---CABO ROJO LAND ACQUISITION LLC ----------
---[Signed] ----------
---[By: Gladys Omayra Fontánez Reyes]----------
---[Title: Authorized Representative]----------

---Affidavit No.: 12,360 ----------

---Acknowledged and subscribed before me in San Juan, Puerto Rico, on this thirteenth (13th) day of July, two thousand twenty-three (2023), by Gladys Omayra Fontánez Reyes, in her capacity as Authorized Representative of Cabo Rojo Land Acquisition LLC, who is personally known to me. ----------

---[Signed: Jorge A. Morales Cordero] ----------
---Notary ----------
---[Notarial Seal]" ----------

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---**NINETEENTH:** Various Sums. (i) The amount of the mortgage credit constituted and created to secure payment of the Mortgage Notes is SIX HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($675,000). ----------

-----(ii) The "interest credit" is SIXTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($67,500).----------

-----(iii) The "credit for additional advances" is SIXTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($67,500).----------

-----(iv) The "credit for liquidated damages" is SIXTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($67,500).----------

-----(v) The "Foreclosure Valuation" is SIX HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($675,000).----------

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---**TWENTHIETH:** Mortgagee. LOZADA-YEPES and ANTONIO hereby acknowledge receipt of the originals of the Mortgage Notes from Mortgagor. ----------

----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ----------

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstract was prepared by Capital Title Services Inc. and is dated June thirty (30), two thousand twenty-three (2023);----------

-----(c) that subsequent to the date of such title abstract and before the presentation for recording of this public deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this public deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry as of the date of the title abstract. ----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification; ----------

-----(e) the right of the BUYER to obtain a title insurance policy that

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guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, *et seq.*;----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property;----------

-----(h) of the importance of recording a copy of this Deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this Deed is not recorded at the Registry; ----------

-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property;----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations;----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its contents.----------

-----(l) of the need and consequences to the SELLERS of filing the *Planilla Informativas Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles* with the Puerto Rico Treasury Department; and --------

-----(m) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et seq.*, is of application. The foregoing statute, and the regulations

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promulgated thereunder, impose on the Seller, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the seller and its agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed. ----------

----------**READING, ACCEPTANCE AND EXECUTION** ----------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their initials on each page thereof. ----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

JORGE A. MORALES CORDERO
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MORELL · CARTAGENA · DAPENA

JORGE ANTONIO MORALES CORDERO

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787-723-1233; 787-729-1974
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CERTIFIED COPY OF DEED NUMBER THIRTY-SEVEN (37)

PURCHASE AND SALE

EXECUTED IN SAN JUAN, PUERTO RICO
ON NOVEMBER 9, 2023

BEFORE:

JORGE ANTONIO MORALES CORDERO

BY:

ISMAEL TEXIDOR PAGÁN
LILLIAM BIRRIEL OROZCO

("SELLERS")

AND

CABO ROJO LAND ACQUISITION LLC

("BUYER")

----------**DEED NUMBER THIRTY-SEVEN (37)**----------

----------**PURCHASE AND SALE** ----------

---In San Juan, Puerto Rico, on November nine (9), two thousand twenty-three (2023). ----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with residence and offices in San Juan, Puerto Rico.----------

----------**APPEAR**----------

---AS THE PARTY OF THE FIRST PART: **ISMAEL TEXIDOR PAGÁN**, of legal age, single, property owner and resident of Locust Grove, Virginia, United States of America (hereinafter, "Ismael") --------

---AS THE PARTY OF THE SECOND PART: **LILLIAM BIRRIEL OROZCO**, of legal age, single, property owner and resident of Carolina, Puerto Rico (hereinafter, "Lilliam"). ----------

---Ismael and Lilliam will be sometimes referred to jointly as, "Sellers."

---AS THE PARTY OF THE THIRD PART: **CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "Buyer"), a limited liability company organized, existing and in good standing under the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, GLADYS OMAYRA FONTÁNEZ REYES, who is of legal age, single, attorney at law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this Deed arises from a Certificate of Resolution of Buyer signed by Eileen Sawyer, as Manager of Buyer, on November six (6), two thousand twenty-three (2023), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engines of the Department of State and the Office of Information Technology Services of the State of New York. I further certify that I

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have examined the aforesaid Certificate of Resolution of Buyer and that it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law, to authorize Ms. Fontánez Reyes to appear herein on behalf of Buyer. ----------

---I hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective age, civil status, occupation and residence. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily,----------

----------**STATE AND AGREE**----------

---**FIRST:** Sellers are the sole owners in fee simple title ("*pleno dominio*") and have the possession of the parcel of land described in the Spanish language as follows (hereinafter, the "Property"): ----------

---"RÚSTICA: Solar marcado con el número uno (1) en el Plano de Inscripción radicado en el Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida de tres mil ochocientos cuarenta punto tres mil trecientos cincuenta y cinco metros cuadrados (3,840.3355 m.c.), equivalentes a cero punto nueve mil setecientos setenta y una (0.9771) cuerdas. En lindes por el NORTE, con una alineación de treinta y seis punto cero veintidós (36.022) metros lineales, con un área dedicada única y exclusivamente a uso público, marcada Zona Marítima en el Plano de Inscripción denominado "A" dedicarse a Zona Marítimo terrestre y que la separa de la Zona Marítima y el Mar Caribe; por el SUR, en una alineación de treinta y cuatro punto novecientos setenta y dos (34.972) metros lineales, con una servidumbre de paso de diez (10.00) metros de ancho a lo largo de dicha colindancia de los cuales cinco (5) metros pertenecen a la parcela aquí segregada y descrita, con el solar marcado cinco (5) a segregarse según el Plano de Inscripción el cual es parte de la finca principal de la cual se segrega; por el ESTE, en una alineación de ciento catorce punto ciento veintinueve (114.129) metros lineales, con un solar marcado número dos (2), a segregarse según el Plano de Inscripción y que forma parte de la finca principal de la cual se segrega; y por el OESTE, en una alineación de ciento cinco punto cuatrocientos noventa y siete (105.497) metros lineales, con una servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5) pertenecen a esta parcela, y que la separa de la parcela cuarenta y dos (42) de Enrique Carlo Aymat." ----------

---The Property is identified in the Registry of Property of Puerto Rico (the "Registry") as property number 29,700, recorded at page 214 of volume 875 of Cabo Rojo, San Germán section of the Registry.----------

---The tax identification number ("*número de catastro*") assigned to the

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Property by the Municipal Revenues Collection Center ("CRIM") is 402-007-327-01-000. ----------

---The Property was acquired by Sellers, while being married to each other, pursuant to Deed Number Five (5), executed in Cabo Rojo, Puerto Rico, on June seventeen (17), two thousand twenty (2020), before Notary Laura R. Domínguez Llerandi, filed and pending recordation at *Karibe* entry 2020-035888-SG01. The matrimony of Ismael and Lilliam was terminated and dissolved pursuant to a judgment issued on October thirteen (13), two thousand twenty-three (2023) by the Puerto Rico Court of First Instance, Carolina part, under Case Number CA2023RF00374, entered by the court's clerk on October twenty-four (24), two thousand twenty-three (2023). By its own terms, the divorce judgment is firm and final from the date of entry thereof. Therefore, Ismael and Lilliam appear herein to sell, convey and transfer to Buyer their undivided participations in the Property. ----------

----------**LIENS AND ENCUMBRANCES** ----------

---By its origin, the Property is subject to restrictive conditions of use and construction. ----------

---By itself, the Property is subject to: ----------

----(A) Easement for the benefit of the Property, as dominant estate, constituted over properties number 29,702, 29,703 and 18,803, recorded at page 214 of volume 875 of Cabo Rojo, marginal note under inscription first (1st) of the Property. ----------

----(B) Mortgage (hereinafter, the "Mortgage") to secure a promissory note in the principal sum of One Hundred Sixteen Thousand Two Hundred Fifty Dollars ($116,250), payable to *Cooperativa de Ahorro y Crédito de Cabo Rojo*, or its order ("Mortgagee"), with annual interest at eight point five percent (8.5%), payable on demand, constituted pursuant to Deed Number Sixteen (16), executed in Cabo Rojo, Puerto Rico, on June seventeen (17), two thousand twenty (2020), before Notary Jessica

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Rodríguez Camacho, filed and pending recordation at *Karibe* entry 2020-035897-SG01. The Mortgage will be cancelled by Seller after the execution of the present Deed, as more particularly set forth below-------

---**SECOND:** On May twenty-two (22), two thousand twenty-three (2023), Sellers granted to Buyer's affiliate, PR INVESTCO LLC ("PR Investco"), an option to purchase the Property, pursuant to a *Sales Contract* (hereinafter, the "Purchase Agreement") executed on such date. The parties hereto acknowledge and agree that PR Investco has assigned to Buyer all of its rights and obligations under the Purchase Agreement, and that Buyer is the permitted assignee and successor of PR Investco thereunder. ----------

----------**PURCHASE AND SALE**----------

---**THIRD:** In accordance with the Purchase Agreement, Sellers hereby sell, convey and transfer fee simple title ("*pleno dominio*") to the Property and the possession thereof to Buyer, and Buyer hereby purchases from Sellers fee simple title ("*pleno dominio*") to the Property and the possession thereof, in accordance with the following ----------

----------**TERMS AND CONDITIONS**----------

-----One: The purchase price of the Property is the lump sum of **ONE MILLION DOLLARS ($1,000,000)** (hereinafter the "Purchase Price").

-----Two: The Purchase Price has been paid as follows: ----------

----------A. The sum of One Hundred Thousand Dollars ($100,000) was paid by Buyer to Sellers concurrently with the execution of the Purchase Agreement, which amount is being applied in its entirety to the Purchase Price;----------

---------B. The amount of One Hundred One Thousand Seven Hundred Ninety-Two Dollars and Twenty-Eight Cents ($101,792.28) is being retained by Buyer to pay in full the outstanding balance of the loan guaranteed by the Mortgage, which sum will be delivered to Mortgagee immediately after the execution of the present Deed; and----------

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---------C. The sum of Seven Hundred Ninety-Eight Thousand Two Hundred Seven Dollars and Seventy-Two Cents ($798,207.72) has been paid by Buyer to Sellers concurrently with the execution hereof, and Sellers hereby acknowledge receipt thereof.----------

-----Three: Buyer acknowledges that the cancellation of the Mortgage at the Registry is subject to the production by Mortgagee of the original mortgage note and the execution and presentation of the corresponding deed of cancellation of mortgage. ----------

-----Four: Buyer shall be entitled to the immediate possession of the Property, without any additional formality, document or request. ---------

-----Five: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of Sellers and, thereafter, for the account of Buyer. ----------

-----Six: Sellers hereby deliver to Buyer fee simple title to the Property, vacant, and free and clear of all liens, encumbrances or defects, except as otherwise provided herein. ----------

-----Seven: Buyer specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) Sellers hereby sell and Buyer hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from Sellers or any of Sellers' agents, employees, members, representatives, attorneys or brokers (each such party, a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by Sellers to Buyer (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion

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thereof, its facilities, soils, geology, and groundwater; (b) the dimensions, area, and size of the Property; (c) the development or income potential, or rights of or relating to the Property or the adequacy of the Property for any particular purpose, (d) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of Buyer or any other person to obtain any necessary governmental approvals, licenses, or permits for Buyer's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters regarding the operation of the Property. Buyer further acknowledges and agrees that Sellers are under no duty to make any inquiry regarding any matter that may or may not be known to Sellers or any Seller Affiliate. Upon execution of this public deed, Buyer shall assume the risk of adverse matters relating to adverse investigations, and Buyer, upon execution of this public deed, shall be deemed to have waived, relinquished and released Sellers and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which Buyer might have asserted or alleged or may assert or allege in the future against Sellers or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution of this deed. ----------

-----Eight: Sellers represent and warrant to Buyer that, to the best of

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Sellers' knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that, to the best of Sellers' knowledge, the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----Nine: The notarial fees, stamps on the original, stamps on the first certified copy, filing and recording rights of this Deed at the Registry will be paid by Buyer.----------

-----Ten: This Deed will be interpreted and governed in accordance with the laws of the Commonwealth of Puerto Rico. The appearing parties submit themselves to the exclusive jurisdiction of the Court of First Instance of the Commonwealth of Puerto Rico in the event of any litigation arising out of this Deed.----------

-----Eleven: All notices to the parties pursuant to this Deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

----TO SELLERS: ----------

------ISMAEL TEXIDOR PAGÁN ----------
------109 Seven Pines Dr. ----------
------Locust Grove, Virginia 22508 ----------
------Electronic Mail: itp19654444@yahoo.com----------

------LILLIAM BIRRIEL OROZCO ----------
------Urb. José S. Quiñones, 263 Calle 9 ----------
------Carolina, Puerto Rico 00985 ----------
------Electronic Mail: lilliam.bo10@gmail.com----------

----TO BUYER:----------

------CABO ROJO LAND ACQUISITION LLC ----------
------733 Third Avenue ----------
------New York, NY 10017 ----------
------Attention: Eileen Sawyer ----------
------Electronic Mail: roberto.ruiz@ccgc.com.do----------

-----Eleven: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

-----Twelve: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the remaining provisions of this Deed will continue in full

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force and effect.----------

-----Thirteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver such documents or instruments, public or private, which may be necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any correction deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of Buyer, except that each party shall bear the fees of their respective counsel.----------

---**FOURTH:** Non-Resident Withholding. The authorizing Notary advises the parties that Section 1062.08 (g) of the Puerto Rico Internal Revenue Code of 2011, as amended (the "Tax Code"), 13 L.P.R.A. § 30278, requires the buyer of real property to withhold an amount equivalent to fifteen percent (15%) of the purchase price, to any United States citizen not residing in Puerto Rico during the tax year on which the sale transaction is consummated. For purposes of the relevant provisions of the Tax Code, "purchase price" means the total payment(s) made by the buyer under the purchase deed, reduced by: ----------

-----(a) the price for which seller acquired the property, as reflected in the corresponding public deed or private acquisition instrument. ----------

-----(b) the notarial tariff, internal revenue stamps and recordation fees paid by seller in connection with the cancellation of mortgages over the property; and ----------

-----(c) the commission paid by seller to the real estate agent in connection with the sale of the property.----------

---The Tax Code does not allow for any deduction in addition to the above items. Buyer is hereby advised by the Notary that if the non-

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resident withholding is not made as required by the Tax Code, Buyer will be liable before the Secretary of the Treasury for the payment of all amounts that should have been withheld. ----------

---**FIFTH:** The Notary advises Buyer as to the importance of filing the corresponding property change of ownership application before the CRIM, and to obtain, prior to the execution of this deed, a certification indicating whether any sums related to property taxes are owed by Sellers. Pursuant to applicable law, Buyer is responsible for filing at the CRIM the corresponding application for property tax exemption and /or change of ownership, within thirty (30) days from the date of execution hereof. Buyer hereby declares that it is fully aware of the aforementioned obligations and releases the undersigned Notary from this responsibility.

----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ---

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstract was prepared by Capital Title Services Inc. and is dated October thirty (30), two thousand twenty-three (2023);----------

-----(c) that after the date of such title abstract and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry as of the date of

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the title abstract.----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification; ----------

-----(e) of the right of the Buyer to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.;----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property;----------

-----(h) of the importance of recording a copy of this deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this deed is not recorded at the Registry;----------

-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property;----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations;----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its contents.----------

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-----(l) of the need and consequences to the Sellers of filing the *Planilla Informativa Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles* with the Puerto Rico Treasury Department; and ----------

-----(m) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et seq.*, is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Sellers, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the Sellers and their agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed. ----------

----------**READING, ACCEPTANCE AND EXECUTION** ----------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their

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initials on each page thereof. ----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

---Signed, sealed, marked and flourished by the authorizing Notary, Jorge Antonio Morales Cordero. ----------

---Therein also appear the signature of the appearing parties and their initials on the margin of each page. The corresponding internal revenue stamps, legal assistant stamps and the notarial tax stamp are adhered thereon. ----------

---I, the Notary, CERTIFY that the foregoing is a true and exact copy of Deed Number Thirty-Seven (37), which contains twelve (12) pages (folios), the original of which forms part of my protocol of public instruments for the year two thousand twenty-three (2023). ----------

---IN WITNESS WHEREOF, and to deliver to Cabo Rojo Land Acquisition LLC, I issue the first certified copy, which I sign, seal, mark and flourish in San Juan, Puerto Rico, on November nine (9), two thousand twenty-three (2023). ----------

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NOTARY

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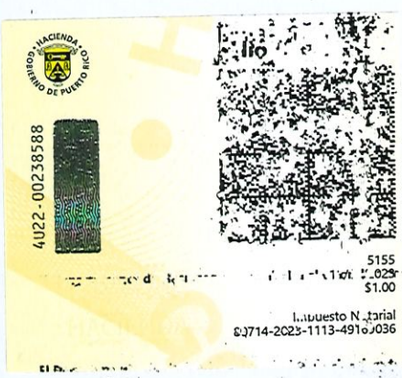



DEPARTAMENTO *de* JUSTICIA
ESTADO LIBRE ASOCIADO DE PUERTO RICO

CERTIFICACIÓN DEL NOTARIO QUE PRESENTA DOCUMENTO EN EL REGISTRO DE LA PROPIEDAD INMOBILIARIA DE PUERTO RICO POR LA VÍA TELEMÁTICA

CERTIFICO: Que la copia en formato PDF de la Escritura Núm. Treinta y Siete (37), sobre Compraventa ("*Purchase and Sale*"), autorizada por mí en San Juan el nueve (9) de noviembre de dos mil veintitrés (2023), que estoy presentando en esta fecha en el Registro de la Propiedad, es una copia fiel y exacta de la copia certificada de dicha escritura.

En San Juan, Puerto Rico, hoy trece (13) de noviembre de dos mil veintitrés (2023).

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Notario

CONTRATO DE PROMESA RECIPROCA DE COMPRAVENTA

En San Juan, Puerto Rico, a dos (2) de octubre de dos mil veintitrés (2023),

COMPARECEN:

DE LA PRIMERA PARTE: FIDEICOMISO I.V.G., un fideicomiso organizado y existente al amparo de las leyes de Puerto Rico, creado mediante la Escritura Número Treinta y Cuatro (34), otorgada en Mayaguez, Puerto Rico, el dieciocho (18) de agosto del año dos mil nueve (2009), ante el notario público Luis Roberto Santos (en adelante el "FIDEICOMISO"). Comparece en representación del FIDEICOMISO, su fiduciaria, PEMARIS GONZALEZ SUAREZ, quien es mayor de edad, soltera, ama de casa y vecina de Cabo Rojo, Puerto Rico (en adelante la "FIDUCIARIA");

DE LA SEGUNDA PARTE: ILLIANEDMARIS VEGA GONZALEZ, mayor de edad, soltera, propietaria y vecina de Barceloneta, Puerto Rico, quien comparece a este contrato en su carácter de beneficiaria del FIDEICOMISO (en adelante la "BENEFICIARIA" o "ILLIANEDMARIS");

DE LA TERCERA PARTE: PEMARIS GONZALEZ SUAREZ, en su carácter personal, quien es mayor de edad, soltera, ama de casa y vecina de Barceloneta, Puerto Rico (en adelante "PEMARIS");

D.F.R. I.V.G. I.V.G.

DE LA CUARTA PARTE: BAHIA BONITA, INC., una corporación que fue organizada y existente al amparo de las leyes de Puerto Rico con el número de registro uno tres nueve tres cuatro cuatro (139344), cuyo Certificado de Incorporación fue revocado el día dieciséis (16) de abril de dos mil catorce (2014) a las doce y un minuto de la mañana (12:01 am) (en adelante "BAHIA BONITA"), representada en este contrato por ILLIANEDMARIS, quien es la única heredera del único accionista conocido de BAHIA BONITA, el fenecido Francisco Vega Montalvo.

DE LA QUINTA PARTE: CABO ROJO LAND ACQUISITION LLC (en adelante la "COMPRADORA" o la "PARTE COMPRADORA"), una sociedad de responsabilidad limitada organizada y existente al amparo de las leyes del Estado Libre Asociado de Puerto Rico, con el número de seguro social patronal 66-0920011, representada en este contrato por su Representante Autorizada, GLADYS OMAYRA FONTANEZ REYES, mayor de edad, soltera, abogada y vecina de San Juan, Puerto Rico, quien está debidamente autorizada para representar a la COMPRADORA en el presente contrato, según surge de "Certificate of Resolution of CABO ROJO LAND ACQUISITION LLC", firmada en Nueva York, Estados Unidos de América, por Eileen Sawyer, en su capacidad de gerente de CABO ROJO LAND ACQUISITION LLC, el veintiuno (21) de septiembre de dos mil veintitrés (2023), ante el notario público de Nueva York Eric Orenstein; y

DE LA SEXTA PARTE: JOSÉ ENRIQUE PEREZ CRUZ, también conocido como José E. Pérez (en adelante el "CORREDOR"), quien es mayor de edad, casado, vecino

de Bayamón, Puerto Rico y corredor de bienes raíces con licencia de Puerto Rico número 10478; y libre y voluntariamente

EXPONEN Y CONVIENEN:

PRIMERO: BAHIA BONITA es dueña en pleno y absoluto dominio y tiene la posesión quieta y pacífica de una (1) parcela de terreno localizada en Boquerón, Cabo Rojo, Puerto Rico, la cual tiene la siguiente descripción legal según el Registro de la Propiedad de Puerto Rico (el "Registro") y la cual será denominada el "INMUEBLE UNO (1)" en adelante en el presente contrato:

INMUEBLE UNO (1)

"RUSTICA: Parcela marcada con el número treinta y cuatro (34) del Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida de cinco cuerdas (5.0000 cdas.) equivalentes a una (1) hectárea, noventa y seis (96) áreas, y sesenta (60) centiáreas. En lindes, por el NORTE, con las parcelas número veinte (20) y veintiuno (21) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela; por el SUR, con la parcela número treinta y cinco (35) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela; por el ESTE, con la parcela número ciento diez (110) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela; y por el OESTE, con las parcelas número veintidós (22) y veintitrés (23) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela.

El INMUEBLE UNO (1) está inscrito a favor de BAHIA BONITA al folio doscientos sesenta y cinco (265) del tomo quinientos nueve (509) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos ochenta y seis (18,786).

BAHIA BONITA adquirió el INMUEBLE UNO (1), mediante la escritura número cincuenta y ocho (58), otorgada en Mayaguez, Puerto Rico, el día seis (6) de abril de dos mil cuatro, ante el notario público Luis Roberto Santos, inscrita al folio ciento veintisiete (127) del tomo ochocientos cuarenta y uno (841) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos ochenta y seis (18,786), inscripción cuarta (4ta.).

Según el Registro, el INMUEBLE UNO (1), por su procedencia, está libre de cargas y gravámenes.

Según el Registro, por sí, el INMUEBLE UNO (1) está sujeto a:

(a) Condiciones Restrictivas, constituidas mediante la escritura número ciento treinta y tres (133), otorgada en Mayaguez, Puerto Rico, el día veinte (20) de noviembre de dos

mil tres (2003), ante el notario público Luis Roberto Santos, inscrita al folio ciento veintisiete (127) del tomo ochocientos cuarenta y uno (841) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos ochenta y seis (18,786), inscripción tercera (3ra.); y

(b) Hipoteca en garantía de un pagaré a favor del portador, o a su orden, por la suma de principal de un millón quinientos setenta y un mil cuatrocientos veintiocho dólares con cincuenta y cuatro centavos ($1,571,428.54), de los cuales el INMUEBLE UNO (1) responde por ciento cuarenta y dos mil ochocientos cincuenta y siete dólares con catorce centavos ($142,857.14), sin intereses, vencedero a la presentación, constituida la hipoteca mediante la escritura número cincuenta y nueve (59) otorgada en Mayaguez, Puerto Rico, el día seis (6) de abril de dos mil cuatro (2004), ante el notario público Luis Roberto Santos, e inscrita al folio ciento veintisiete (127) del tomo ochocientos cuarenta y uno (841) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos ochenta y seis (18,786), inscripción quinta (5ta.).

El número de catastro asignado por el Centro de Recaudación de Ingresos Municipales ("CRIM") al INMUEBLE UNO (1) es el cuatrocientos dos guión cero diecinueve guión trescientos veintisiete guión sesenta y ocho guión cero cero cero (402-019-327-68-000).

SEGUNDO: El FIDEICOMISO es dueño en pleno y absoluto dominio y tiene la posesión quieta y pacífica de una (1) parcela de terreno localizada en Boquerón, Cabo Rojo, Puerto Rico, la cual tiene la siguiente descripción legal según el Registro y la cual será denominada el "INMUEBLE DOS (2)" en adelante en el presente contrato:

INMUEBLE DOS (2)

"RUSTICA: Parcela marcada con el número treinta y cinco (35) del Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de diecinueve mil seiscientos cincuenta y nueve punto veinticinco metro cuadrados (19,659.25 m.c.), equivalentes a cinco punto cero cero diecinueve (5.0019) cuerdas. En lindes, por el NORTE, con su camino de acceso de once (11.00) metros de ancho el cual lo separa de la parcela doce (12) de Monte Carlo Development Corporation y de la parcela cuarenta y siete (47) de Ricardo E. Carlo Díaz; por el SUR, con Carment Cecilia Fas; por el ESTE, con la parcela número cincuenta y dos (52) de Monte Carlo Development Corporation; y por el OESTE, con la parcela número treinta y seis (36) de Carlos J. Meléndez, antes Monte Carlo Development Corporation."

El INMUEBLE DOS (2) está inscrito al folio doscientos setenta y uno (271) del tomo quinientos nueve (509) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos ochenta y siete (18,787).

El FIDEICOMISO adquirió el INMUEBLE DOS (2), mediante cesión y transferencia que le hiciera BAHIA BONITA al FIDEICOMISO mediante la escritura número treinta y cuatro (34), otorgada en Mayaguez, Puerto Rico, el día dieciocho (18) de agosto de dos mil nueve (2009), ante el notario público Luis Roberto Santos (en adelante la "ESCRITURA 34"), presentada el día veintiséis (26) de agosto de dos mil nueve (2009) al asiento novecientos (900) del diario setecientos sesenta y ocho (768) de Cabo Rojo, Sección de San Germán del Registro y vuelta a presentar el día veintisiete (27) de noviembre de dos mil veintidós (2022), al asiento dos mil veintidós guión uno cinco uno seis uno tres guión SG cero uno (2022-151613-SG01) del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

Según el Registro, el INMUEBLE DOS (2), por su procedencia, está libre de cargas y gravámenes.

Según el Registro, por sí, el INMUEBLE DOS (2) está sujeto a:

(a) Condiciones Restrictivas, constituidas mediante la escritura número ciento treinta y tres (133), otorgada en Mayaguez, Puerto Rico, el día veinte (20) de noviembre de dos mil tres (2003), ante el notario público Luis Roberto Santos, inscrita al folio ciento treinta y seis (136) del tomo ochocientos cuarenta y uno (841) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos ochenta y siete (18,787), inscripción tercera (3ra.);

(b) Hipoteca en garantía de un pagaré a favor del portador, o a su orden, por la suma de principal de un millón quinientos setenta y un mil cuatrocientos veintiocho dólares con cincuenta y cuatro centavos ($1,571,428.54), de los cuales el INMUEBLE DOS (2) responde por ciento cuarenta y dos mil ochocientos cincuenta y siete dólares con catorce centavos ($142,857.14), sin intereses, vencedero a la presentación, constituida la hipoteca mediante la escritura número cincuenta y nueve (59) otorgada en Mayaguez, Puerto Rico, el día seis (6) de abril de dos mil cuatro (2004), ante el notario público Luis Roberto Santos, e inscrita al folio ciento treinta y seis (136) del tomo ochocientos cuarenta y uno (841) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos ochenta y siete (18,787), inscripción quinta (5ta.); y

(c) Hipoteca en garantía de un pagaré a favor de PEMARIS y Fernando Alberto Diez Antongiorgi, o a su orden, por la suma principal de un millón ochocientos mil dólares ($1,800,000), respondiendo el INMUEBLE DOS (2) por cien mil dólares ($100,000), sin intereses, vencedero en cinco (5) años, constituida la hipoteca mediante la escritura número treinta y cinco (35), otorgada en Mayaguez, Puerto Rico, el día dieciocho (18) de agosto de dos mil nueve (2009), ante el notario público Luis Roberto Santos, presentada el día veintiséis (26) de agosto de dos mil nueve (2009), al asiento novecientos uno (901), del diario setecientos sesenta y ocho (768) de Cabo Rojo, Sección de San Germán del Registro y vuelta a presentar el día veintidós (22) de noviembre de dos mil veintidós (2022), al asiento dos mil veintidós guión uno cinco uno seis dos tres guión SG cero uno (2022-151623-SG01 del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

El número de catastro asignado por el CRIM al INMUEBLE DOS (2) es el cuatrocientos dos guión cero veintinueve guión trescientos veintisiete guión cincuenta y siete guión cero cero cero (402-029-327-57-000).

TERCERO: El FIDEICOMISO es dueño en pleno y absoluto dominio y tiene la posesión quieta y pacífica de una (1) parcela de terreno localizada en Boquerón, Cabo Rojo, Puerto Rico, la cual tiene la siguiente descripción legal según el Registro y la cual será denominada el "INMUEBLE TRES (3)" en adelante en el presente contrato:

INMUEBLE TRES (3)

"RUSTICA: Parcela número cuarenta y cinco (45), radicada en el Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida de cinco cuerdas (5.0000 cdas.) equivalentes a una (1) hectárea, noventa y seis (96) áreas, y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número cuarenta y cuatro (44) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela; por el SUR, con la parcela número cuarenta y seis (46) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela; por el ESTE, con la parcela número ciento diez (110) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela; y por el OESTE, con la parcela número ocho (8) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela."

El INMUEBLE TRES (3) está inscrito al folio siete (7) del tomo quinientos diez (510) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos noventa y tres (18,793).

G.D.F.R.
I.V.G.
I.V.G.
FGS
FGS
JEP

El FIDEICOMISO adquirió el INMUEBLE TRES (3), mediante cesión y transferencia que le hiciera BAHIA BONITA al FIDEICOMISO mediante la ESCRITURA 34, presentada el día veintiséis (26) de agosto de dos mil nueve (2009) al asiento novecientos (900) del diario setecientos sesenta y ocho (768) de Cabo Rojo, Sección de San Germán del Registro y vuelta a presentar el día veintisiete (27) de noviembre de dos mil veintidós (2022), al asiento dos mil veintidós guión uno cinco uno seis uno tres guión SG cero uno (2022-151613-SG01) del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

Según el Registro, el INMUEBLE TRES (3), por su procedencia, está libre de cargas y gravámenes.

Según el Registro, por sí, el INMUEBLE TRES (3) está sujeto a:

(a) Condiciones Restrictivas, constituidas mediante la escritura número ciento treinta y tres (133), otorgada en Mayaguez, Puerto Rico, el día veinte (20) de noviembre de dos mil tres (2003), ante el notario público Luis Roberto Santos, inscrita al folio ciento setenta y cinco (175) del tomo ochocientos cuarenta y uno (841) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos noventa y tres (18,793), inscripción tercera (3ra.);

(b) Hipoteca en garantía de un pagaré a favor del portador, o a su orden, por la suma de principal de un millón quinientos setenta y un mil cuatrocientos veintiocho dólares con cincuenta y cuatro centavos ($1,571,428.54), de los cuales el INMUEBLE TRES (3) responde por ciento cuarenta y dos mil ochocientos cincuenta y siete dólares con catorce centavos ($142,857.14), sin intereses, vencedero a la presentación, constituida la hipoteca mediante la escritura número cincuenta y nueve (59) otorgada en Mayaguez, Puerto Rico, el día seis (6) de abril de dos mil cuatro (2004), ante el notario público Luis Roberto Santos, e inscrita al folio ciento setenta y cinco (175) del tomo ochocientos cuarenta y uno (841) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos noventa y tres (18,793), inscripción quinta (5ta.); y

(c) Hipoteca en garantía de un pagaré a favor de PEMARIS y Fernando Alberto Diez Antongiorgi, o a su orden, por la suma principal de un millón ochocientos mil dólares ($1,800,000), respondiendo el INMUEBLE TRES (3) por doscientos mil dólares ($200,000), sin intereses, vencedero en cinco (5) años, constituida la hipoteca mediante la escritura número treinta y cinco (35), otorgada en Mayaguez, Puerto Rico, el día dieciocho (18) de agosto de dos mil nueve (2009), ante el notario público Luis Roberto Santos, presentada el día veintiséis (26) de agosto de dos mil nueve (2009), al asiento novecientos uno (901), del diario setecientos sesenta y ocho (768) de Cabo Rojo, Sección de San Germán del Registro y vuelta a presentar el día veintidós (22) de noviembre de dos mil veintidós (2022), al asiento dos mil veintidós guión uno cinco uno seis dos tres guión SG cero uno (2022-151623-SG01 del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

AFR. I.V.G. I.V.G.

El número de catastro asignado por el CRIM al INMUEBLE TRES (3) es el cuatrocientos dos guión cero cero nuevo guión trescientos veintisiete guión ochenta y seis guión cero cero cero (402-009-327-86-000).

CUARTO: El FIDEICOMISO es dueño en pleno y absoluto dominio y tiene la posesión quieta y pacífica de una (1) parcela de terreno localizada en Boquerón, Cabo Rojo, Puerto Rico, la cual tiene la siguiente descripción legal según el Registro y la cual será denominada el "INMUEBLE CUATRO (4)" en adelante en el presente contrato:

INMUEBLE CUATRO (4)

"RUSTICA: Parcela número ciento cuatro (104), radicada en el Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida de cinco cuerdas (5.0000 cdas.) equivalentes a una (1) hectárea, noventa y seis (96) áreas, y sesenta (60) centiáreas. En lindes, por el

NORTE, con las parcelas número ciento doce (112) y ciento trece (113) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela; por el SUR, con la parcela número ciento nueve (109) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela; por el ESTE, con la sucesión Morales Díaz; y por el OESTE, con la parcela número cuarenta y tres (43) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela."

El INMUEBLE CUATRO (4) está inscrito al folio doscientos setenta y siete (277) del tomo quinientos diez (510) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil ochocientos treinta y ocho (18,838).

El FIDEICOMISO adquirió el INMUEBLE CUATRO (4), mediante cesión y transferencia que le hiciera BAHIA BONITA al FIDEICOMISO mediante la ESCRITURA 34, presentada el día veintiséis (26) de agosto de dos mil nueve (2009) al asiento novecientos (900) del diario setecientos sesenta y ocho (768) de Cabo Rojo, Sección de San Germán del Registro y vuelta a presentar el día veintisiete (27) de noviembre de dos mil veintidós (2022), al asiento dos mil veintidós guión uno cinco uno seis uno tres guión SG cero uno (2022-151613-SG01) del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

Según el Registro, el INMUEBLE CUATRO (4), por su procedencia, está libre de cargas y gravámenes.

Según el Registro, por sí, el INMUEBLE CUATRO (4) está sujeto a:

(a) Condiciones Restrictivas, constituidas mediante la escritura número ciento treinta y tres (133), otorgada en Mayaguez, Puerto Rico, el día veinte (20) de noviembre de dos mil tres (2003), ante el notario público Luis Roberto Santos, inscrita al folio ciento veinticuatro (124) del tomo ochocientos cuarenta y tres (843) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil ochocientos treinta y ocho (18,838), inscripción tercera (3ra.);

J.O.F.R. I.V.G. I.V.G.

(b) Hipoteca en garantía de un pagaré a favor del portador, o a su orden, por la suma de principal de un millón quinientos setenta y un mil cuatrocientos veintiocho dólares con cincuenta y cuatro centavos ($1,571,428.54), de los cuales el INMUEBLE CINCO (5) responde por ciento cuarenta y dos mil ochocientos cincuenta y siete dólares con catorce centavos ($142,857.14), sin intereses, vencedero a la presentación, constituida la hipoteca mediante la escritura número cincuenta y nueve (59) otorgada en Mayaguez, Puerto Rico, el día seis (6) de abril de dos mil cuatro (2004), ante el notario público Luis Roberto Santos, e inscrita al folio ciento veinticuatro (124) del tomo ochocientos cuarenta y tres (843) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil ochocientos treinta y ocho (18,838), inscripción quinta (5ta.); y

(c) Hipoteca en garantía de un pagaré a favor de PEMARIS y Fernando Alberto Diez Antongiorgi, o a su orden, por la suma principal de un millón ochocientos mil dólares ($1,800,000), respondiendo el INMUEBLE CUATRO (4) por doscientos mil dólares ($200,000), sin intereses, vencedero en cinco (5) años, constituida la hipoteca mediante la escritura número treinta y cinco (35), otorgada en Mayaguez, Puerto Rico, el día dieciocho (18) de agosto de dos mil nueve (2009), ante el notario público Luis Roberto Santos, presentada el día veintiséis (26) de agosto de dos mil nueve (2009), al asiento novecientos uno (901), del diario setecientos sesenta y ocho (768) de Cabo Rojo, Sección de San Germán del Registro y vuelta a presentar el día veintidós (22) de noviembre de dos mil veintidós (2022), al asiento dos mil veintidós guión uno cinco uno seis dos tres guión SG cero uno (2022-151623-SG01 del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

El número de catastro asignado por CRIM al INMUEBLE CUATRO (4) es el cuatrocientos dos guión cero cero nueve guión trescientos veintisiete guión ochenta y dos guión cero cero cero (402-009-327-82-000).

QUINTO: El FIDEICOMISO es dueño en pleno y absoluto dominio y tiene la posesión quieta y pacífica de una (1) parcela de terreno localizada en Boquerón, Cabo Rojo, Puerto Rico, la cual tiene la siguiente descripción legal según el Registro y la cual será denominada el "INMUEBLE CINCO (5)" en adelante en el presente contrato:

INMUEBLE CINCO (5)

"RUSTICA: Parcela número ciento diez (110), radicada en el Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida de cinco cuerdas (5.0000 cdas.) equivalentes a una (1) hectárea, noventa y seis (96) áreas, y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número ciento nueve (109) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela; por el SUR, con la parcela número ciento once (111) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela; por el ESTE, con la sucesión Morales Díaz; y por el OESTE, con la parcela número cuarenta y cinco (45) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela."

J.D.F.R.
E.V.G.
I.V.G.

El INMUEBLE CINCO (5) está inscrito al folio trece (13) del tomo quinientos once (511) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil ochocientos cuarenta y cuatro (18,844).

El FIDEICOMISO adquirió el INMUEBLE CINCO (5), mediante cesión y transferencia que le hiciera BAHIA BONITA al FIDEICOMISO mediante la ESCRITURA 34, presentada el día veintiséis (26) de agosto de dos mil nueve (2009) al asiento novecientos (900) del diario setecientos sesenta y ocho (768) de Cabo Rojo, Sección de San Germán del Registro y vuelta a presentar el día veintisiete (27) de noviembre de dos mil veintidós

(2022), al asiento dos mil veintidós guión uno cinco uno seis uno tres guión SG cero uno (2022-151613-SG01) del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

Según el Registro, el INMUEBLE CINCO (5), por su procedencia, está libre de cargas y gravámenes.

Según el Registro, por sí, el INMUEBLE CINCO (5) está sujeto a:

(a) Condiciones Restrictivas, constituidas mediante la escritura número ciento treinta y tres (133), otorgada en Mayaguez, Puerto Rico, el día veinte (20) de noviembre de dos mil tres (2003), ante el notario público Luis Roberto Santos, inscrita al folio ciento treinta y nueve (139) del tomo ochocientos cuarenta y tres (843) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil ochocientos cuarenta y cuatro (18,844), inscripción tercera (3ra.);

(b) Hipoteca en garantía de un pagaré a favor del portador, o a su orden, por la suma de principal de un millón quinientos setenta y un mil cuatrocientos veintiocho dólares con cincuenta y cuatro centavos ($1,571,428.54), de los cuales el INMUEBLE CINCO (5) responde por ciento cuarenta y dos mil ochocientos cincuenta y siete dólares con catorce centavos ($142,857.14), sin intereses, vencedero a la presentación, constituida la hipoteca mediante la escritura número cincuenta y nueve (59) otorgada en Mayaguez, Puerto Rico, el día seis (6) de abril de dos mil cuatro (2004), ante el notario público Luis Roberto Santos, e inscrita al folio ciento treinta y nueve (139) del tomo ochocientos cuarenta y tres (843) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil ochocientos cuarenta y cuatro (18,844), inscripción quinta (5ta.); y

(c) Hipoteca en garantía de un pagaré a favor de PEMARIS y Fernando Alberto Diez Antongiorgi, o a su orden, por la suma principal de un millón ochocientos mil dólares ($1,800,000), respondiendo el INMUEBLE CINCO (5) por doscientos mil dólares ($200,000), sin intereses, vencedero en cinco (5) años, constituida la hipoteca mediante la escritura número treinta y cinco (35), otorgada en Mayaguez, Puerto Rico, el día dieciocho (18) de agosto de dos mil nueve (2009), ante el notario público Luis Roberto Santos, presentada el día veintiséis (26) de agosto de dos mil nueve (2009), al asiento novecientos uno (901), del diario setecientos sesenta y ocho (768) de Cabo Rojo, Sección de San Germán del Registro y vuelta a presentar el día veintidós (22) de noviembre de dos mil veintidós (2022), al asiento dos mil veintidós guión uno cinco uno seis dos tres guión SG cero uno (2022-151623-SG01 del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

6.D.F.R.
I.V.G.
I.V.G.
AEP

El número de catastro asignado por el CRIM al INMUEBLE CINCO (5) es el cuatrocientos dos guión cero cero nueve trescientos veintisiete guión ochenta y siete guión cero cero cero (402-009-327-87-000).

SEXTO: El FIDEICOMISO es dueño en pleno y absoluto dominio y tiene la posesión quieta y pacífica de una (1) parcela de terreno localizada en Boquerón, Cabo Rojo, Puerto Rico, la cual tiene la siguiente descripción legal según el Registro y la cual será denominada el "INMUEBLE SEIS (6)" en adelante en el presente contrato:

INMUEBLE SEIS (6)

"RUSTICA: Parcela número ciento once (111), radicada en el Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida de cinco cuerdas (5.0000 cdas.) equivalentes a una (1) hectárea, noventa y seis (96) áreas, y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número ciento diez (110) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela; por el SUR, con la parcela número cincuenta y ocho (58) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela; por el ESTE, con la sucesión Morales Díaz; y por el OESTE, con la parcela número cuarenta y seis (46) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela."

El INMUEBLE SEIS (6) está inscrito al folio diecinueve (19) del tomo quinientos once (511) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil ochocientos cuarenta y cinco (18,845).

El FIDEICOMISO adquirió el INMUEBLE SEIS (6), mediante cesión y transferencia que le hiciera BAHIA BONITA al FIDEICOMISO mediante la ESCRITURA 34, presentada el día veintiséis (26) de agosto de dos mil nueve (2009) al asiento novecientos (900) del diario setecientos sesenta y ocho (768) de Cabo Rojo, Sección de San Germán del Registro y vuelta a presentar el día veintisiete (27) de noviembre de dos mil veintidós (2022), al asiento dos mil veintidós guión uno cinco uno seis uno tres guión SG cero uno (2022-151613-SG01) del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

J.F.R.

Según el Registro, el INMUEBLE SEIS (6), por su procedencia, está libre de cargas y gravámenes.

I.V.G.

I.V.G.

Según el Registro, por sí, el INMUEBLE SEIS (6) está sujeto a:

(a) Hipoteca en garantía de un pagaré a favor del portador, o a su orden, por la suma de principal de un millón quinientos setenta y un mil cuatrocientos veintiocho dólares con cincuenta y cuatro centavos ($1,571,428.54), de los cuales el INMUEBLE SEIS (6) responde por ciento cuarenta y dos mil ochocientos cincuenta y siete dólares con catorce centavos ($142,857.14), sin intereses, vencedero a la presentación, constituida la hipoteca mediante la escritura número cincuenta y nueve (59) otorgada en Mayaguez, Puerto Rico, el día seis (6) de abril de dos mil cuatro (2004), ante el notario público Luis Roberto Santos, e inscrita al folio uno (1) del tomo ochocientos cincuenta y siete (857)

de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil ochocientos cuarenta y cinco (18,845), inscripción cuarta (4ta.); y

(b) Hipoteca en garantía de un pagaré a favor de PEMARIS y Fernando Alberto Diez Antongiorgi, o a su orden, por la suma principal de un millón ochocientos mil dólares ($1,800,000), respondiendo el INMUEBLE SEIS (6) por doscientos mil dólares ($200,000), sin intereses, vencedero en cinco (5) años, constituida la hipoteca mediante la escritura número treinta y cinco (35), otorgada en Mayaguez, Puerto Rico, el día dieciocho (18) de agosto de dos mil nueve (2009), ante el notario público Luis Roberto Santos, presentada el día veintiséis (26) de agosto de dos mil nueve (2009), al asiento novecientos uno (901), del diario setecientos sesenta y ocho (768) de Cabo Rojo, Sección de San Germán del Registro y vuelta a presentar el día veintidós (22) de noviembre de dos mil veintidós (2022), al asiento dos mil veintidós guión uno cinco uno seis dos tres guión SG cero uno (2022-151623-SG01 del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

El número de catastro asignado por el CRIM al INMUEBLE SEIS (6) es el cuatrocientos dos guión cero diecinueve guión trescientos veintisiete guión ochenta y ocho guión cero cero cero (402-019-327-88-000).

SÉPTIMO: El FIDEICOMISO es dueño en pleno y absoluto dominio y tiene la posesión quieta y pacífica de una (1) parcela de terreno localizada en Boquerón, Cabo Rojo, Puerto Rico, la cual tiene la siguiente descripción legal según el Registro y la cual será denominada el "INMUEBLE SIETE (7)" en adelante en el presente contrato:

> "RUSTICA: Parcela número cuarenta y seis (46) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas y en lindes, por el NORTE, con la parcela número cuarenta y cinco (45) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela; por el SUR, con la parcela número cuarenta y siete (47) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela; por el ESTE, con la parcela número ciento once (111) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela; y por el OESTE, con la parcela número ocho (8) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela."

J.D.F.R. I.V.G. I.V.G.

El INMUEBLE SIETE (7) está inscrito al folio sesenta y tres (63) del tomo ciento sesenta y seis (166) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos noventa y cuatro (18,794), inscripción cuarta (4ta.).

El FIDEICOMISO adquirió el INMUEBLE SIETE (7), por cesión y transferencia que le hiciera BAHIA BONITA al FIDEICOMISO mediante la ESCRITURA 34, presentada el día veintiséis (26) de agosto de dos mil nueve (2009) al asiento novecientos (900) del diario

setecientos sesenta y ocho (768) de Cabo Rojo, Sección de San Germán del Registro y vuelta a presentar el día veintisiete (27) de noviembre de dos mil veintidós (2022), al asiento dos mil veintidós guión uno cinco uno seis uno tres guión SG cero uno (2022-151613-SG01) del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

Según el Registro, el INMUEBLE SIETE (7), por su procedencia, está libre de cargas y gravámenes.

Según el Registro, por sí, el INMUEBLE SIETE (7) está sujeto a:

(a) Condiciones Restrictivas, constituidas mediante la escritura número ciento treinta y tres (133), otorgada en Mayaguez, Puerto Rico, el día veinte (20) de noviembre de dos mil tres (2003), ante el notario público Luis Roberto Santos, inscrita al folio ciento setenta y ocho (178) del tomo ochocientos cuarenta y uno (841) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos noventa y cuatro (18,794), inscripción tercera (3ra.);

(b) Hipoteca en garantía de un pagaré a favor del portador, o a su orden, por la suma de principal de un millón quinientos setenta y un mil cuatrocientos veintiocho dólares con cincuenta y cuatro centavos ($1,571,428.54), de los cuales el INMUEBLE SIETE (7) responde por ciento cuarenta y dos mil ochocientos cincuenta y siete dólares con catorce centavos ($142,857.14), sin intereses, vencedero a la presentación, constituida la hipoteca mediante la escritura número cincuenta y nueve (59) otorgada en Mayaguez, Puerto Rico, el día seis (6) de abril de dos mil cuatro (2004), ante el notario público Luis Roberto Santos, e inscrita al folio ciento setenta y ocho (178) del tomo ochocientos cuarenta y uno (841) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos noventa y cuatro (18,794), inscripción quinta (5ta.); y

(c) Hipoteca en garantía de un pagaré a favor de PEMARIS y Fernando Alberto Diez Antongiorgi, o a su orden, por la suma principal de un millón ochocientos mil dólares ($1,800,000), respondiendo el INMUEBLE SIETE (7) por doscientos mil dólares ($200,000), sin intereses, vencedero en cinco (5) años, constituida la hipoteca mediante la escritura número treinta y cinco (35), otorgada en Mayaguez, Puerto Rico, el día dieciocho (18) de agosto de dos mil nueve (2009), ante el notario público Luis Roberto Santos, presentada el día veintiséis (26) de agosto de dos mil nueve (2009), al asiento novecientos uno (901), del diario setecientos sesenta y ocho (768) de Cabo Rojo, Sección de San Germán del Registro y vuelta a presentar el día veintidós (22) de noviembre de dos mil veintidós (2022), al asiento dos mil veintidós guión uno cinco uno seis dos tres guión SG cero uno (2022-151623-SG01 del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

El número de catastro asignado por el CRIM al INMUEBLE SIETE (7) es el cuatrocientos dos guión cero diecinueve guión trescientos veintisiete guión ochenta y nueve guión cero cero cero (402-019-327-89-000).

OCTAVO: El INMUEBLE UNO (1), el INMUEBLE DOS (2), el INMUEBLE TRES (3), el INMUEBLE CUATRO (4), el INMUEBLE CINCO (5), el INMUEBLE SEIS (6) y el INMUEBLE SIETE (7) serán denominados los "INMUEBLES" en adelante, en conjunto en el presente contrato.

NOVENO: El FIDEICOMISO, BAHIA BONITA e ILLIANEDMARIS serán denominados los "VENDEDORES" en adelante, en conjunto en el presente contrato.

DÉCIMO: Mediante el presente contrato y sin necesidad de documento, trámite o acto adicional alguno, los VENDEDORES se comprometen y obligan irrevocablemente a vender los INMUEBLES a la COMPRADORA y la COMPRADORA se compromete y obliga irrevocablemente a comprarle los INMUEBLES a los VENDEDORES, según los términos y condiciones del presente contrato.

UNDÉCIMO: La(s) escritura(s) de compraventa de los INMUEBLES en virtud del presente contrato (la(s) "ESCRITURA(S) DE COMPRAVENTA") se otorgará(n) ante un notario público escogido por la COMPRADORA.

DUODÉCIMO: El precio de compraventa de cada uno de los INMUEBLES será OCHOCIENTOS MIL DÓLARES ($800,000) pagaderos de la siguiente forma, y el mismo no estará sujeto a condición o ajuste de clase alguna:

AL FIDEICOMISO, EN PAGO DEL INMUEBLE DOS (2), EL INMUEBLE TRES (3), EL INMUEBLE CUATRO (4), EL INMUEBLE CINCO (5), EL INMUEBLE SEIS (6) Y EL INMUEBLE SIETE (7):

12.1. La suma de DOSCIENTOS CUARENTA MIL DÓLARES ($240,000) ha sido entregada al CORREDOR por la COMPRADORA simultáneamente con el otorgamiento del presente contrato para ser retenida a nombre del FIDEICOMISO en plica o "escrow", como depósito de buena fe, y, por dicha suma, el CORREDOR otorga en este acto el más eficaz recibo y formal carta de pago a favor de la COMPRADORA. De dicha suma de DOSCIENTOS CUARENTA MIL DÓLARES ($240,000), CUARENTA MIL DÓLARES ($40,000) corresponden al INMUEBLE DOS (2), CUARENTA MIL DÓLARES ($40,000) corresponden al INMUEBLE TRES (3), CUARENTA MIL DÓLARES ($40,000) corresponden al INMUEBLE CUATRO (4), CUARENTA MIL DÓLARES ($40,000) corresponden al INMUEBLE CINCO (5), CUARENTA MIL DÓLARES corresponden al INMUEBLE SEIS (6) y CUARENTA MIL DÓLARES ($40,000) corresponden al INMUEBLE SIETE (7). Dicha suma será entregada por el CORREDOR al FIDEICOMISO simultáneamente con el otorgamiento de la ESCRITURA DE COMPRAVENTA. Si la ESCRITURA DE COMPRAVENTA no puede otorgarse por razones atribuibles al FIDEICOMISO, dicha suma será devuelta por el CORREDOR a la COMPRADORA, sin intereses.

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12.2. El resto del precio de compraventa correspondiente a los INMUEBLES propiedad del FIDEICOMISO, es decir, la suma de CUATRO MILLONES QUINIENTOS SESENTA MIL DÓLARES ($4,560,000), será pagado en su totalidad por la COMPRADORA al FIDEICOMISO, mediante cheque de gerente, simultáneamente con el otorgamiento de la ESCRITURA DE COMPRAVENTA correspondiente a los INMUEBLES propiedad del FIDEICOMISO. De dicha suma de CUATRO MILLONES QUINIENTOS SESENTA MIL DÓLARES ($4,560,000), SETECIENTOS SESENTA MIL DÓLARES ($760,000) corresponden al INMUEBLE DOS (2), SETECIENTOS SESENTA MIL DÓLARES ($760,000) corresponden al INMUEBLE TRES (3), SETECIENTOS SESENTA MIL DÓLARES ($760,000) corresponden al INMUEBLE CUATRO (4), SETECIENTOS SESENTA MIL DÓLARES corresponden al INMUEBLE CINCO (5), SETECIENTOS SESENTA MIL DÓLARES corresponden al INMUEBLE SEIS (6) y SETECIENTOS SESENTA MIL DÓLARES corresponden al INMUEBLE SIETE (7).

A BAHIA BONITA/ILLIANEDMARIS, EN PAGO DEL INMUEBLE UNO (1):

12.3. La suma de CUARENTA MIL DÓLARES ($40,000) ha sido entregada al CORREDOR por la COMPRADORA simultáneamente con el otorgamiento del presente contrato para ser retenida a nombre de BAHIA BONITA/ ILLIANEDMARIS en plica o "escrow", como depósito de buena fe, y, por dicha suma, el CORREDOR otorga en este acto el más eficaz recibo y formal carta de pago a favor de la COMPRADORA. Dicha suma será entregada por el CORREDOR a BAHIA BONITA/ ILLIANEDMARIS simultáneamente con el otorgamiento de la ESCRITURA DE COMPRAVENTA. Si la ESCRITURA DE COMPRAVENTA no puede otorgarse por razones atribuibles a BAHIA BONITA/ ILLIANEDMARIS, dicha suma será devuelta por el CORREDOR a la COMPRADORA, sin intereses.

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12.4. El resto del precio de compraventa correspondiente al INMUEBLE propiedad de BAHIA BONITA/ ILLIANEDMARIS, es decir, la suma de SETECIENTOS SESENTA MIL DÓLARES ($760,000), será pagada en su totalidad por la COMPRADORA a BAHIA BONITA/ ILLIANEDMARIS, mediante cheque de gerente, simultáneamente con el otorgamiento de la ESCRITURA DE COMPRAVENTA correspondiente al INMUEBLE propiedad de BAHIA BONITA/ ILLIANEDMARIS.

DÉCIMO TERCERO: Al otorgarse la(s) ESCRITURA(S) DE COMPRAVENTA, los VENDEDORES traspasarán a la COMPRADORA título en pleno y absoluto dominio sobre los INMUEBLES, y la posesión de los mismos, libre de cargas, gravámenes y

ocupantes, excepto las condiciones restrictivas antes mencionadas en el presente contrato.

DÉCIMO CUARTO: Antes del otorgamiento de las ESCRITURA(S) DE COMPRAVENTA, o simultáneamente con dicho otorgamiento, los VENDEDORES cancelarán todas las cargas y gravámenes que graven los INMUEBLES, si alguno, excepto las condiciones restrictivas antes mencionadas en el presente contrato. Las escrituras públicas de cancelación de dichas cargas y gravámenes se otorgarán ante un notario público escogido por la COMPRADORA. Los honorarios notariales, sellos, comprobantes y derechos de inscripción de dicha(s) escritura(s) de cancelación, si alguna, serán por cuenta y cargo de los VENDEDORES.

DÉCIMO QUINTO: Según antes se ha expresado, las ESCRITURA(S) DE COMPRAVENTA se otorgarán ante un notario público escogido por la COMPRADORA. Los honorarios notariales, sellos en el original y primera copia certificada y derechos de inscripción de las ESCRITURA(S) DE COMPRAVENTA serán por cuenta y cargo de la COMPRADORA.

DÉCIMO SEXTO: Las ESCRITURA(S) DE COMPRAVENTA se otorgarán dentro de los treinta (30) días calendario siguientes a lo último que ocurra de los siguientes eventos:

16.1. La ESCRITURA 34 sea subsanada para asignarle a cada una de las parcelas que fueron cedidas y traspasadas por BAHIA BONITA al FIDEICOMISO un valor de cesión y traspaso;

16.2. La ESCRITURA 34 sea subsanada de modo que las descripciones legales de los INMUEBLES que fueron cedidos y traspasados por BAHIA BONITA al FIDEICOMISO, coincidan con las descripciones legales que surgen del Registro y para que comparezca PEMARIS, aceptando su designación como fiduciaria del FIDEICOMISO;

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16.3. Se restituya como corporación activa a BAHIA BONITA;

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16.4. PEMARIS ratifique su aceptación al cargo de fiduciaria del FIDEICOMISO, ya que ella no compareció a la ESCRITURA 34;

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16.5. Se verifique mediante testamento o resolución del Tribunal en Declaratoria de Herederos, que la única heredera de Francisco Vega Montalvo es ILLIANEDMARIS; y

16.6. Se obtenga la planilla de caudal relicto y el relevo del Departamento de Hacienda de Puerto Rico del caudal relicto de Francisco Vega Montalvo.

Los actos numerados en los incisos 16.1. al 16.6., ambos inclusive, del presente contrato deberán ser ante un notario público aceptable a los VENDEDORES.

DÉCIMO SÉPTIMO: Los VENDEDORES reconocen que se incurrirá en gastos para poder cumplir con todo lo provisto en el párrafo DÉCIMO SEXTO, *supra*. Mediante el presente contrato, los VENDEDORES autorizan al CORREDOR a desembolsar hasta un máximo de TREINTA MIL DÓLARES ($30,000) para cubrir dichos gastos. Será necesario proveer evidencia de gastos incurridos y o facturas a tales efectos al CORREDOR quien hará los desembolsos necesarios. El pago de gastos a realizarse en virtud de este párrafo DÉCIMO SÉPTIMO se hará por gastos incurridos durante la vida del presente contrato y previo al otorgamiento de la(s) ESCRITURA(s) DE COMPRAVENTA.

DÉCIMO OCTAVO: En o antes del otorgamiento de la(s) ESCRITURA(S) DE COMPRAVENTA, los VENDEDORES otorgarán cuantos documentos sean necesarios para cancelar (i) la hipoteca constituida mediante la escritura número cincuenta y nueve (59) otorgada en Mayaguez, Puerto Rico, el día seis (6) de abril de dos mil cuatro (2004), ante el notario público Luis Roberto Santos, que grava los INMUEBLES; y (ii) la hipoteca constituida mediante la escritura número treinta y cinco (35), otorgada en Mayaguez, Puerto Rico, el día dieciocho (18) de agosto de dos mil nueve (2009), ante el notario público Luis Roberto Santos que grava los INMUEBLES. Estas cancelaciones serán hechas ante un notario público seleccionado por la COMPRADORA y pagado por los VENDEDORES. Todos los sellos, comprobantes y derechos de inscripción correspondientes al original y primera copia certificada de cada una de las escrituras de cancelación de las hipotecas antes mencionadas serán por cuenta y cargo de los VENDEDORES.

DÉCIMO NOVENO: El CORREDOR ha actuado como corredor e intermediario en la transacción objeto del presente contrato, en representación de la COMPRADORA, y sus honorarios por dichos servicios serán pagados por la COMPRADORA simultáneamente con el otorgamiento de cada una de las ESCRITURA(S) DE COMPRAVENTA. Dichos honorarios serán equivalentes al cinco por ciento (5%) del precio de compraventa de cada uno de los INMUEBLES. Los VENDEDORES no serán responsables del pago de comisión alguna al CORREDOR.

VIGÉSIMO: Las contribuciones sobre la propiedad inmueble y contribución especial (Ley 7), si alguna, correspondientes a los INMUEBLES serán por cuenta y cargo de los VENDEDORES hasta la fecha del otorgamiento de las ESCRITURA(S) DE COMPRAVENTA y por cuenta y cargo de la COMPRADORA a partir de entonces.

VIGÉSIMO PRIMERO: Al otorgarse la cada una de las ESCRITURA(S) DE COMPRAVENTA, la COMPRADORA comprará los INMUEBLES como están, donde están ("as are, where are"), descansando en su propia inspección de los INMUEBLES y no en representación alguna por parte de los VENDEDORES acerca de la condición física de los INMUEBLES, la posibilidad de su desarrollo y/o la posibilidad de obtener permisos, aprobaciones y/o endosos para su desarrollo y/o para construcciones en el mismo.

VIGÉSIMO SEGUNDO: Durante el término que transcurra entre la fecha del otorgamiento del presente contrato y la fecha de otorgamiento de las ESCRITURA(S) DE COMPRAVENTA, la COMPRADORA queda autorizada para gestionar la obtención de aprobaciones, permisos y endosos para el desarrollo en los INMUEBLES o parte(s) de los mismos de un proyecto residencial, recreacional y turístico y los VENDEDORES se comprometen a confirmar esta autorización por escrito si así se lo requiriere la COMPRADORA para presentar a las agencias y entidades gubernamentales o privadas correspondientes. Durante el referido término, la COMPRADORA y sus empleados, agentes y/o contratistas estarán autorizados a entrar a los INMUEBLES para hacer estudios, tomar medidas y examinarlos, en días y horas laborables. Todas las personas que entren a los INMUEBLES en virtud de la presente autorización serán responsable de los daños que allí sufran o causen. Todo empleado que entre a los INMUEBLES en virtud de esta autorización deberá estar cubierto por una póliza del Fondo del Seguro del Estado y/o, si aplicable, del Seguro Choferil. La COMPRADORA obtendrá, a su costo, póliza(s) de responsabilidad pública para cubrir daños sufridos o causados en los INMUEBLES por las personas que entren a los mismos durante el referido término, en virtud de la presente autorización. Los VENDEDORES será co-asegurada en dicha(s) póliza(s) y las mismas serán por una cubierta mínima de UN MILLÓN DE DÓLARES ($1,000,000) por ocurrencia.

VIGÉSIMO TERCERO: Si alguna clausula o disposición del presente contrato fuere declarada nula por algún organismo con la debida jurisdicción y competencia, entonces el resto del contrato permanecerá en pleno vigor y efecto.

VIGÉSIMO CUARTO: En el presente contrato se usan indistintamente el plural y el singular, así como el masculino, el femenino, el neutro y los demás géneros.

VIGÉSIMO QUINTO: Las partes comparecientes se someten a la jurisdicción exclusiva del Tribunal General de Justicia del Estado Libre Asociado de Puerto Rico en caso de cualquier reclamación o litigio relacionado con el presente contrato y/o la transacción objeto del mismo.

VIGÉSIMO SEXTO: El presente contrato será interpretado según las leyes de Puerto Rico y gobernado por las mismas.

VIGÉSIMO SÉPTIMO: Este contrato no podrá modificarse verbalmente y solo podrá ser modificado mediante documento firmado por todas las partes aquí comparecientes.

VIGÉSIMO OCTAVO: La obligación de la COMPRADORA de comprar los INMUEBLES a tenor con el presente contrato no está condicionada en forma alguna a la obtención de financiamiento y la COMPRADORA representa y garantiza que cuenta con los fondos necesarios para el pago del precio de compraventa de los INMUEBLES.

VIGÉSIMO NOVENO: Las notificaciones entre las partes en virtud del presente contrato deberán ser por escrito y enviadas por correo electrónico y por correo regular,

con copias por correo certificado con acuse de recibo, a las siguientes direcciones de las partes:

A LOS VENDEODRES:

FIDEICOMISO I.V.G.

PO Box 981
Barceloneta, PR 00617
Atención: Pemaris González Suárez

ILLIANEDMARIS VEGA GONZALEZ

PO Box 981
Barceloneta, PR 00617

BAHIA BONITA, INC.

PO Box 981
Barceloneta, PR 00617
Atención: Pemaris González Suárez

A LA COMPRADORA:

CABO ROJO LAND ACQUISITION LLC
733 Third Avenue
New York, NY 10017
Atención: Eileen Sawyer
Correo electrónico: roberto.ruiz@ccgc.com.do

AL CORREDOR:

Calle Cádiz 1218
Puerto Nuevo
San Juan, PR 00920
Atención: José Enrique Pérez Cruz
Correo electrónico: passportre@gmail.com

A PEMARIS:

PO Box 981
Barceloneta, PR 00617

TRIGÉSIMO: Las partes comparecientes reconocen y acuerdan que el otorgamiento del presente contrato, el precio de compraventa de los INMUEBLES, y los demás términos y condiciones contemplados en este contrato constituyen y deben considerarse información confidencial y no serán divulgados a terceras personas sin el expreso consentimiento escrito de las otras partes.

TRIGÉSIMO PRIMERO: El presente contrato podrá ser otorgado en contrapartes ("counterparts") y, una vez que todas las partes hayan firmado al menos una contraparte, todas las contrapartes formarán un solo contrato.

Y PARA QUE ASI CONSTE, las partes suscriben y otorgan el presente contrato, libre y voluntariamente, con el ánimo de quedar legalmente vinculadas y obligadas en virtud del mismo, en San Juan, Puerto Rico, en la fecha que aparece en el encabezamiento del presente contrato.

Los VENDEDORES

FIDEICOMISO I.V.G.

Por: Pemaris González Suárez
Fiduciaria

Illianedmaris Vega González

I.V.G.
I.V.G.

BAHIA BONITA, INC.

Pemaris González Suárez

Por: Illianedmaris Vega González
Representante Autorizada

La COMPRADORA

CABO ROJO LAND ACQUISITION LLC

Por: Gladys Omayra Fontanez Reyes
Representante Autorizada

El CORREDOR

José Enrique Pérez Cruz

Afidávit Número: 4528

Reconocido y suscrito ante mí por Pemaris González Suárez, en su carácter de fiduciaria del Fideicomiso I.V.G. y en su carácter personal, mayores de edad, soltera, propietaria y vecina de Cabo Rojo, Puerto Rico, a quien conozco personalmente. En San Juan, Puerto Rico, hoy dos (2) de octubre de dos mil veintitrés (2023).





Notario Público

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Afidávit Número: 4529

Reconocido y suscrito ante mí por Illianedmaris Vega González, en su carácter de Representante Autorizada de Bahía Bonita, Inc. y en su carácter personal, mayor de edad, soltera, propietaria y vecina de Barceloneta, Puerto Rico, a quien conozco personalmente. En San Juan, Puerto Rico, hoy dos (2) de octubre de dos mil veintitrés (2023).





Notario Público

Afidávit Número: 4530

Reconocido y suscrito ante mí por José Enrique Pérez Cruz, mayor de edad, casado, corredor de bienes raíces y vecino de Bayamón, Puerto Rico, a quien conozco personalmente. En San Juan, Puerto Rico, hoy dos (2) de octubre de dos mil veintitrés (2023).





Notario Público

I.V.G.

I.V.G.

Afidávit Número: 4531

Reconocido y suscrito ante mí por Gladys Omayra Fontanez Reyes, mayor de edad, soltera, abogada y vecina de San Juan, Puerto Rico en su carácter de Representante Autorizada de Cabo Rojo Land Acquisition LLC, a quien conozco personalmente. En San Juan, Puerto Rico, hoy dos (2) de octubre de dos mil veintitrés (2023).





Notario Público

Oriental

PO BOX 195115
SAN JUAN PR 00919-5115

Manager's Check
CHECK NO. **220667090**

101-7141
2215

PAY ONLY $280000.00 CTSCTS

DATE September 27, 2023
AMOUNT *****$280,000.00

Over $10,000 requires two signatures

■ TWO HUNDRED EIGHTY THOUSAND DOLLARS AND ZERO CENTS **********

Pay to the Order of: **JOSE E. PEREZ CRUZ**

NON-NEGOTIABLE
CUSTOMER COPY

MEMO: OPTION TO PURCHASE (20220562767-COM)

THE FACE OF THIS CHECK IS PRINTED GREEN-THE BACK CONTAINS A SIMULATED WATERMARK

Oriental

PO BOX 195115
SAN JUAN PR 00919-5115

Manager's Check
CHECK NO. **220667090**

101-7141
2215

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AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

MEMO: OPTION TO PURCHASE (20220562767-COM)

⑈220667090⑈ ⑆221571415⑆ 9811800999⑈

Oriental

PO BOX 195115
SAN JUAN PR 00919-5115

Manager's Check
CHECK NO. **220667090**

101-7141
2215

PAY ONLY 280000 00 CTS CTS

DATE September 27, 2023
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Oriental

PO BOX 195115
SAN JUAN PR 00919-5115

Manager's Check
CHECK NO. **220667090**

101-7141
2215

PAY ONLY 280000 00 CTS CTS

DATE September 27, 2023
AMOUNT *****$280,000.00

Over $10,000 requires two signatures

■ TWO HUNDRED EIGHTY THOUSAND DOLLARS AND ZERO CENTS **********

Pay to the Order of: **JOSE E. PEREZ CRUZ**

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

MEMO: OPTION TO PURCHASE (20220562767-COM)

⑈220667090⑈ ⑆221571415⑆ 981180099⑈

---**I HEREBY CERTIFY** that the first certified copy of this Deed has been issued in favor of Buyer on the same date and place of the execution hereof. **I ATTEST.**----------

NOTARY

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

6.D.F.R.

----------**DEED NUMBER THIRTY-EIGHT (38)**----------

----------**PURCHASE AND SALE** ----------

---In San Juan, Puerto Rico, on this twenty-eighth (28th) day of November, two thousand twenty-three (2023)----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with offices and residence in San Juan, Puerto Rico,----------

----------**APPEAR**----------

---AS THE PARTY OF THE FIRST PART: **LAE PROPERTIES L.L.C.** a limited liability company organized, existing and in good standing under the laws of the Commonwealth of Puerto Rico, represented herein by its President, Edward Ruiz Noriega, who is of legal age, single, business executive and resident of Cabo Rojo, Puerto Rico, whose authority to represent Seller herein arises from a Certificate of Resolution executed in San Juan, Puerto Rico, on November twenty (20), two thousand twenty-three (2023), by Betsy Marena Irizarry-Zambrana, as Secretary of Seller, under affidavit number twenty-three thousand seven hundred sixty five (23,765) of Notary Luis Roberto Santos Montalvo. I hereby certify that I have examined the original of the aforesaid Certificate of Resolution of LAE Properties L.L.C., and that, in my opinion, it is adequate and sufficient, and complies with all legal requirements needed to authorize Mr. Ruiz Noriega to appear herein on behalf of Seller. ----------

---AS THE PARTY OF THE SECOND PART: **CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "Buyer"), a limited liability company organized, existing and in good standing under the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, GLADYS OMAYRA FONTÁNEZ REYES, who is of legal age, single, attorney at law and resident of San Juan,

Puerto Rico, whose authority to represent Buyer in this Deed arises from a Certificate of Resolution of Buyer signed by Stephane Nahum, as Manager of Buyer, on November twenty-one (21), two thousand twenty-three (2023), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engines of the Department of State and the Office of Information Technology Services of the State of New York. I further certify that I have examined the aforesaid Certificate of Resolution of Buyer and that it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law, to authorize Ms. Fontánez Reyes to appear herein on behalf of Buyer.----------

---I, the Notary, do hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily ----------

----------**STATE AND AGREE**----------

---**FIRST:** Seller is the owner in fee simple title ("*pleno dominio*") and has the possession of the parcel of land described in the Spanish language as follows (hereinafter the "Property"): ----------

---"***RUSTICA:*** *Porción de terreno identificada como la parcela uno (1) en el correspondiente plano de mensura del agrimensor Frank Lozada Díaz, radicada en el Barrio Boquerón, del término municipal de Cabo Rojo, con una cabida superficial de veinte mil ciento setenta y dos metros cuadrados con ciento setenta y dos milésimas de otro (20,172.172 m.c.) (así surge), equivalentes a cinco cuerdas con mil sesenta y nueve diez milésimas de cuerda (5.1069 cdas.), la cual tiene un ancho de cincuenta y dos metros con ochenta y un centímetros (52.81 m.). En lindes, por el NORTE, en tres (3) alineaciones que suman cincuenta y tres metros con setecientos sesenta y cuatro milésimas de metro (53.764 m.), con el Mar Caribe; por el SUR, en una (1) alineación de cincuenta y dos metros con ochenta y un centímetros (52.81 m.), con la parcela número dieciséis (16), propiedad de Puerto Rico Farm Credit ACA; por el ESTE, en una distancia total de trescientos ochenta y cuatro punto cuarenta y tres metros (383.43 m.) (así surge), de la cual corresponden ciento setenta metros con doscientos cincuenta y una milésimas de metro (170.251 m.), con la mencionada servidumbre de paso de cinco (5) metros de la parcela número siete (7) propiedad de la Sucesión Quinino Merino*

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Pedrozo y en doscientos catorce metros con ciento setenta y nueve milésimas de metro (214.179 m.), con la parcela ciento ochenta (180) propiedad de Puerto Rico Farm Credit ACA; y por el OESTE, en una (1) alineación de trescientos setenta y cuatro metros con veinticuatro centímetros (374.24 m.), con la parcela setenta y nueve (79), propiedad de Playa Rústica LLC; y cuyo centroide de esta finca número dieciocho mil ochocientos dieciocho (18,818) bajo el sistema métrico de coordenadas Lambert NAD83 ES X= ciento dieciocho mil quinientos sesenta y ocho punto cero ocho (X=118,568.08); y Y=doscientos dieciocho mil cuatrocientos treinta y uno punto sesenta y cinco (Y=218,431.65). Como camino de acceso de la misma, la atraviesa por el medio un camino "Real" existente en tierra de trece metros (13 m.) de ancho de carácter privativo no municipal que conduce en dirección de Este a Oeste, el cual desemboca en el kilómetro uno punto nueve (1.9) de la carretera estatal treinta y tres cero uno (3301)." ----------

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---This is the legal description of the Property after the execution of Deed number twenty-seven (27), of rectification of the surface area of the Property, executed in Mayagüez, Puerto Rico on June twenty-six (26) two thousand twenty (2020), before Notary Luis Roberto Santos Montalvo, presented and pending recordation at the Registry at entry 2020-060788-SG01 of *Karibe*. ----------

---The Property is recorded at page 157 of volume 510 of Cabo Rojo, property number 18,818, Section of San Germán of the Registry of Property of Puerto Rico (the "Registry"). ----------

---The Property was acquired by Seller pursuant to deed number fifty (50), executed in Mayaguez, Puerto Rico, on October five (5), two thousand twenty (2020), before Notary Luis Roberto Santos Montalvo, filed and pending recordation at the Registry at entry 2021-043611-SG01 of *Karibe*. ----------

---The tax identification number ("*número de catastro*") assigned to the Property by the Municipal Revenues Collection Center ("CRIM") is 379-000-009-03-000. ----------

---The Property is subject to the following liens and/or encumbrances:---

---By its origin, the Property is subject to easements in favor of public utilities. ----------

---By itself, the Property is subject to the following liens and/or encumbrances: ----------

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-----A) Restrictive conditions of edification and use constituted by deed number seventy-three (73), executed in Mayagüez, Puerto Rico on February twenty-six (26), nineteen ninety (1990), before Notary Roberto M. García Rullán, recorded at page 157 of volume 510 of Cabo Rojo, Section of San Germán of the Registry, margin of first (1st) inscription (the "Permitted Encumbrance").----------

---**SECOND:** On March twenty-four (24), two thousand twenty-three (2023), Seller granted to Buyer's affiliate, PR Investco LLC ("PR Investco"), an option to purchase the Property, pursuant to Deed Number Twenty-two (22) of Option to Purchase Real Estate, executed in San Juan, Puerto Rico, before Notary María del Rosario Pujol Thompson (hereinafter, the "Deed of Option"). The term of the Option granted thereunder was extended by Deed Number Forty-Three (43), executed on September fifteen (15), two thousand twenty-three (2023) before the aforementioned Notary. The parties hereto acknowledge and agree that PR Investco has assigned to Buyer all of its rights and obligations under the Deed of Option, and that Buyer is the permitted assignee and successor of PR Investco thereunder.----------

----------**PURCHASE AND SALE**----------

---**THIRD:** Pursuant to the Deed of Option, Seller hereby sells, conveys and transfers fee simple title ("*pleno dominio*") to the Property and the possession thereof to Buyer, and Buyer hereby purchases from Seller fee simple title to the Property and the possession thereof, in accordance with the following ----------

----------**TERMS AND CONDITIONS**----------

-----One: The purchase price is the lump sum of TWO MILLION FIVE HUNDRED THOUSAND DOLLARS ($2,500,000) (hereinafter, the "Purchase Price"). ----------

-----Two: The Purchase Price is payable as follows: ----------

------(A) The sum of TWO HUNDRED FIFTY THOUSAND

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DOLLARS ($250,000) was paid by Buyer to Seller simultaneously with the execution of the Deed of Option, which amount has been credited in its entirety to the Purchase Price.----------

------(B) Concurrently with the execution of this Deed, Buyer has delivered to Seller the sum of ONE MILLION TWO HUNDRED-FIFTY THOUSAND DOLLARS ($1,250,000), which is being credited in its entirety to the Purchase Price. Said sum has been paid by Buyer to Seller by certified or manager's check to the order of Seller and Seller hereby acknowledges receipt thereof in form and substance acceptable to Buyer. ---After crediting the aforementioned sum to the Purchase Price, the balance of the Purchase Price is reduced to the sum of ONE MILLION DOLLARS ($1,000,000) (hereinafter, the "Deferred Purchase Price"). --

------(C) The Deferred Purchase Price shall be evidenced by a mortgage note (hereinafter the "Mortgage Note") issued on this same date by Buyer in the principal sum of ONE MILLION DOLLARS ($1,000,000), with interest per annum at the rate of five percent (5%), payable in two (2) annual installments of FIVE HUNDRED THOUSAND DOLLARS ($500,000) each, maturing on the first (1st) and second (2nd) anniversaries of the execution hereof. Said installments may be partially or totally paid in advance, at any time, without penalty, provided all partial payments in advance are applied first, to the interest then owed up to the date of the advanced payment, and the balance of the advanced payment after said interest, will be applied to the principal installment(s), in order of maturity.----------

---The Mortgage Note will be guaranteed by a first mortgage over the Property in the principal sum of ONE MILLION DOLLARS ($1,000,000), which will be constituted concurrently with the execution of this Deed. ----------

-----Three: This Deed entitles Buyer to the immediate possession of the Property, without any additional formality, document or request. --------

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-----Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of Seller and, thereafter, for the account of Buyer. ----------

-----Five: Seller hereby delivers to Buyer fee simple title ("*pleno dominio*") to the Property, vacant and free and clear of liens, encumbrances or defects, "as is, where is", subject only to the Permitted Encumbrance. ----------

-----Six: Buyer specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) Seller hereby sells and Buyer hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, vacant and free of liens and encumbrances, excepting the Permitted Encumbrance, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from Seller or any of Seller's agents employees, members, representatives, attorneys or brokers (each such party a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by Seller to Buyer. Buyer further acknowledges and agrees that Seller is under no duty to make any inquiry regarding any matter that may or may not be known to Seller or any Seller Affiliate. Upon execution of this Deed, Buyer shall assume the risk of adverse matters relating to adverse investigations, and Buyer, upon execution of this Deed, shall be deemed to have waived, relinquished and released Seller and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which Buyer might have asserted or alleged or may assert or allege in the future against Seller or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions,

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events, circumstances or matters regarding the Property. This Section shall survive the execution of this Deed. ----------

-----Seven: Seller represents and warrants to Buyer that, to the best of Seller's knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----Eight: The notarial fees, stamps on the original, stamps on the first certified copy and recording rights of this Deed in the Registry will be paid by Buyer.----------

-----Nine: This Deed will be interpreted in accordance with the laws of Puerto Rico and governed by them. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of the Commonwealth of Puerto Rico in the event of any litigation pursuant to this Deed. ----------

-----Ten: All notices to the parties pursuant to this Deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

----TO SELLER:----------

------LAE PROPERTIES L.L.C. ----------
------685 Avenida Santa Teresa Jornet----------
------Mayagüez, Puerto Rico 00682----------
------Attention: Edward Ruiz Noriega ----------
------Electronic Mail: laerentals@gmail.com ----------

----TO BUYER:

------CABO ROJO LAND ACQUISITION LLC----------
------733 Third Avenue ----------
------New York, NY 10017----------
------Attention: Eileen Sawyer----------
------Electronic Mail: roberto.ruiz@ccgc.com.do ----------

-----Eleven: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

-----Twelve: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or

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judicial order, the rest of this Deed will continue in full force and effect. -----Thirteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver whichever documents or instruments, public or private, necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any rectification deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of Buyer, except that each party shall bear the fees of their respective counsel.----------

---**THIRD:** The Notary advises Buyer as to the importance of filing the corresponding Change of Ownership Application at the CRIM, and to obtain before the execution of this Deed, a certification indicating whether the Property owes any sums related to property taxes. Under applicable law, Buyer is responsible for filing at the CRIM the corresponding application for Change of Ownership within thirty (30) days from the execution hereof. Buyer hereby declares that it is fully aware of the above-mentioned obligations and releases the authorizing Notary from this responsibility. ----------

----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ----------

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing

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Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstract was prepared by Capital Title Services Inc. and is dated November twenty (20), two thousand twenty-three (2023); ----------

-----(c) that subsequent to the date of such title abstract and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry as of the date of the title abstract. ----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification; ----------

-----(e) the right of the Buyer to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, *et seq.*;----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property; ----------

-----(h) of the importance of recording a copy of this Deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this Deed is not recorded at the Registry; ----------

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-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property; ----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations; ----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its contents. ----------

-----(l) of the need and consequences to the Seller of filing the *Planilla Informativas Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles* with the Puerto Rico Treasury Department; and ----------

-----(m) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et seq.*, is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Seller, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the seller and its agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they

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were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present Deed.----------

----------**READING, ACCEPTANCE AND EXECUTION** ----------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their initials on each page thereof.----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

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OPTION AGREEMENT
CONTRATO DE OPCIÓN

This Option Agreement (this "**Agreement**") is executed in San Juan, Puerto Rico, on this sixteenth (16th) day of April, two thousand twenty four (2024),

Este Contrato de Opción (este "Contrato") se otorga en San Juan, Puerto Rico, en este día dieciséis (16) de abril de dos mil veinticuatro (2024), por y entre:

APPEAR:
COMPARECEN:

AS PARTY OF THE FIRST PART: RAFAEL FRANCISCO CARDONA DURAN (hereinafter "RAFAEL") and his wife, **MARIA DEL CARMEN ACEVEDO BLANCO (hereinafter "MARIA DEL CARMEN")**, both of legal age, married to each other, physician the first and property owner the second, and residents of San Juan, Puerto Rico. RAFAEL and MARIA DEL CARMEN will be jointly referred to hereinafter as **Sellers**;

DE LA PRIMERA PARTE: RAFAEL FRANCISCO CARDONA DURAN (en adelante "RAFAEL") *y su esposa* ***MARIA DEL CARMEN ACEVEDO BLANCO (en adelante "MARIA DEL CARMEN")****, ambos mayores de edad, casados entre sí, médico el primero y propietaria la segunda, y vecinos de San Juan, Puerto Rico. RAFAEL y MARIA DEL CARMEN serán llamados en conjunto, en adelante, los "****Vendedores****";*

G.O.F.R.
MCA

AS PARTY OF THE SECOND PART: CABO ROJO LAND ACQUISITION LLC (hereinafter "**Buyer**"), a limited liability company organized, existing and in good standing in accordance with the laws of the Commonwealth of Puerto Rico, represented herein by its authorized representative, MS. GLADYS OMAYRA FONTANEZ REYES, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this Agreement arises from Certificate of Resolution of CABO ROJO LAND ACQUISITION LLC signed by Eileen Sawyer in her capacity of Manager of CABO ROJO LAND ACQUISITION LLC, executed on March nineteen (19), two thousand twenty four (2024), in New York, New York, United States of America, before notary public Eric Orenstein; and

DE LA SEGUNDA PARTE: CABO ROJO LAND ACQUISITION LLC (en adelante la "Compradora")*, una compañía de responsabilidad limitada organizada, existente y en vigor según las leyes del Estado Libre Asociado de Puerto Rico, aquí representada por su representante autorizada, GLADYS OMAYRA FONTANEZ REYES, quien es mayor de edad, soltera, abogada y vecina de San Juan, Puerto Rico, cuya autoridad para representar a la Compradora en este contrato surge de Certificación de Resolución de Cabo Rojo Land Acquisition LLC suscrita por Eileen Sawyer, en su capacidad de Gerente de Cabo Rojo Land Acquisition LLC, el diecinueve (19) de marzo de dos mil veinticuatro (2024), en Nueva York, Estado de Nueva York, Estados Unidos de América, ante el notario público Eric Orenstein; y*

AS PARTY OF THE THIRD PART: Mister **JOSE ENRIQUE PEREZ CRUZ**, also known as José E. Pérez (hereinafter the **"Broker"**), who is of legal age, married, real estate broker, and resident of Bayamón, Puerto Rico; and

DE LA TERCERA PARTE: JOSÉ ENRIQUE PÉREZ CRUZ, *también conocido como José E. Pérez (en adelante el "**Corredor**"), quien es mayor de edad, casado, corredor de bienes raíces y vecino de Bayamón, Puerto Rico; y*

STATE AND AGREE:
EXPONEN Y CONVIENEN:

ONE: Sellers are the sole owners in fee simple title ("pleno dominio") and have the possession of the parcel of land described in the Registry of the Property, Section of San Germán (the "**Registry**"), in the Spanish Language as follows (hereinafter the "PROPERTY"):

UNO: *Los Vendedores son los dueños en pleno dominio y tienen la posesión de la parcela de terreno descrita en el Registro de la Propiedad de Puerto Rico, Sección de San Germán (el "**Registro**"), en el idioma español, como sigue (en adelante la "**PROPIEDAD**"):*

> **"RUSTICA:** Parcela número setenta y seis (76), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico. Tiene una cabida superficial de diecinueve mil seiscientos cincuenta y uno punto noventa y ocho (19,651.98) metros cuadrados. En linderos: por el NORTE, en una distancia de ciento veinte punto veinte (120.20) metros lineales, con la zona marítima y el Mar Caribe; por el SUR, en una distancia de setenta y dos punto ochenta y dos (72.82) metros lineales, con una servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela y que la separa de la parcela de Enrique Carlo Aymat; por el ESTE, en una distancia de doscientos catorce punto veinte (214.20) metros lineales, con una servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela y que la separa de la parcela número setenta y siete (77) de Eduardo Ruíz Valentín; y por el OESTE, en una distancia de ciento noventa y ocho punto setenta y seis (198.76) metros lineales, con una servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela y que la separa de la parcela número setenta y cinco (75) de Quirino Merino Pedroso."

G.D.F.R.
MLA

The PROPERTY is identified in the Registry with property number eighteen thousand eight hundred five (18,805), recorded at page seventy nine (79) of volume five hundred ten (510) of Cabo Rojo, of the San Germán Section of the Registry of the Property of Puerto Rico (hereinafter the "Registry").

La PROPIEDAD está identificada en el Registro con el número de finca dieciocho mil ochocientos cinco (18,805), inscrita al folio setenta y nueve (79) del tomo quinientos diez (510) de Cabo Rojo, de la Sección de San Germán del Registro de la Propiedad de Puerto Rico (en adelante el "Registro").

The PROPERTY was acquired by Sellers through deed number twenty nine (29), executed in Mayaguez, Puerto Rico, on April fourteen (14), two thousand twenty one (2021), before notary public Luis Roberto Santos Montalvo, presented for recording at entry two thousand twenty one dash zero four zero four zero five dash S G zero one (2021-040405-SG01) of the Karibe System of the Registry.

La PROPIEDAD fue adquirida por los Vendedores mediante escritura número veintinueve (29), otorgada en Mayaguez, Puerto Rico, el catorce (14) de abril de dos mil veintiuno (2021), ante el notario público Luis Roberto Santos Montalvo, presentada para su inscripción al asiento dos mil veintiuno guión cero cuatro cero cuatro cero cinco guión SG cero uno (2021-040405-SG01).

The property tax identification number of the PROPERTY is four hundred two dash zero zero zero dash zero zero four dash sixty seven dash zero zero zero (402-000-004-67-000).

El número de identificación de la PROPIEDAD para propósitos de impuestos es cuatrocientos dos guión cero cero cero guión cero cero cuatro guión sesenta y siete guión cero cero cero (402-000-004-67-000).

To the best of Sellers' knowledge, the PROPERTY is subject to the following liens and/or encumbrances:

Según el mejor conocimiento de los Vendedores, la PROPIEDAD está sujeta a las siguientes cargas y gravámenes:

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MLA

By its origin, the PROPERTY is free and clear of liens and encumbrances.

Por su procedencia, la PROPIEDAD está libre de cargas y gravámenes.

By itself, the PROPERTY is subject to the following liens and encumbrances, which shall be considered permitted encumbrances for purposes of this Agreement:

*Por sí, la PROPIEDAD está sujeta a las siguientes cargas y gravámenes, los cuales serán considerados gravámenes permitidos para propósitos del presente Contrato (los "**Gravámenes Permitidos**"):*

1.1. Restrictive covenants of edification and use, constituted as per deed number two hundred fifty one (251), of June one (1), nineteen hundred ninety (1990), executed in Mayaguez, Puerto Rico, before notary public Roberto M. García Rullán, recorded at page seventy nine (79) of volume five hundred ten (510) of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred five (18,805), on the margin of the first (1st) recording (the "**Permitted Encumbrance**").

Condiciones restrictivas de edificación y uso constituidas según escritura número doscientos cincuenta y uno (251), del uno (1) de junio de mil novecientos noventa (1990), otorgada en Mayaguez,

Puerto Rico, ante el notario público Roberto M. García Rullán, inscrita al folio setenta y nueve (79) del tomo quinientos diez (510) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil ochocientos cinco (18,805), al margen de la primera (1ra.) inscripción.

1.2. Mortgage guaranteeing a mortgage note in the principal sum of ONE HUNDRED FORTY THOUSAND DOLLARS ($140,000), to the order of its bearer or legal holder, with interest at ten percent (10%) per annum, due upon demand, constituted as per deed number two hundred sixty (260), executed in Mayaguez, Puerto Rico, on June one (1) nineteen hundred ninety (1990), before notary public Roberto M. García Rullán, recorded at the overleaf of page seventy nine (79) of volume five hundred ten (510) of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred five (18,805), second (2nd) recording (hereinafter the "**$140,000 Mortgage**"). The cancellation of the **$140,000 Mortgage** has been requested, as more fully explained in paragraph NINE of this Agreement.
*Hipoteca en garantía de un pagaré hipotecario por la suma principal de CIENTO CUARENTA MIL DÓLARES ($140,000), a la orden de su portador o tenedor legal, con intereses al diez por ciento (10%) anual, pagadero a la demanda, constituida según escritura número doscientos sesenta (260), otorgada en Mayaguez, Puerto Rico, el uno (1) de junio de mil novecientos noventa (1990), ante el notario público Roberto M. García Rullán, inscrita al dorso del folio setenta y nueve (79) del tomo quinientos diez (510) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil ochocientos cinco (18,805), segunda (2da.) inscripción (en adelante la "**Hipoteca de $140,000**"). La cancelación de la Hipoteca de $140,000 ha sido solicitada, según se explica completamente en el párrafo NUEVE de este Contrato.*

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TWO: Buyer wishes to acquire an option to buy the PROPERTY, with all its improvements, and rights and annexes, and Sellers wish to grant, and hereby grant, said option to Buyer (hereinafter the "**Option**") in accordance with the following:

DOS: *La Compradora desea adquirir una opción para comprar la PROPIEDAD, con todas sus mejoras, derechos y anexos, y los Vendedores desean conceder, y aquí conceden, dicha opción a la Compradora (en adelante la "**Opción**"), según los siguientes:*

TERMS AND CONDITIONS:
TÉRMINOS Y CONDICIONES:

THREE: The purchase price of the PROPERTY will be the lump sum of FIVE MILLION DOLLARS ($5,000,000) (the "**Purchase Price**"). The Purchase Price is not

subject to an appraisal report, and the Sellers shall have no obligation to reduce the Purchase Price as a result of an appraisal report obtained by the Buyer. The Purchase Price will be payable as follows:

3.1. Simultaneously with the execution of this Agreement and as consideration for the Option, Buyer will pay Sellers the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000), as good faith deposit (the "**Deposit**"), which will be non-reimbursable, except only as set forth below in this Agreement. The Deposit shall be credited by the Sellers towards the Purchase Price.
*Simultáneamente con el otorgamiento de este Contrato, la Compradora le pagará a los Vendedores la suma de DOSCIENTOS CINCUENTA MIL DÓLARES ($250,000), como depósito de buena fe (el "**Depósito**"), el cual será no reembolsable, excepto únicamente según se describe más adelante en este Contrato. El Depósito será acreditado por los Vendedores al Precio de Compra.*

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3.2. Simultaneously with the execution of the public deed whereby Buyer will purchase the PROPERTY from Sellers (the "**Purchase-Sale Deed**"), Buyer will pay Sellers, through manager's check, the sum of THREE MILLION DOLLARS ($3,000,000).
*Simultáneamente con el otorgamiento de la escritura pública mediante la cual la Compradora comprará la PROPIEDAD a los Vendedores (la "**Escritura de Compraventa**"), la Compradora pagará a los Vendedores, mediante cheque de gerente, la suma de TRES MILLONES DE DÓLARES ($3,000,000).*

3.3. The balance of the Purchase Price of the PROPERTY, net of the Deposit and the payment mentioned in 3.2, *supra*, will be the sum of ONE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($1,750,000) (the "**Deferred Purchase Price**") and will be paid as follows:
*El balance del Precio de Compra de la PROPIEDAD, neto del Depósito y del pago mencionado en 3.2, supra, será la suma de UN MILLON SETECIENTOS CINCUENTA MIL DÓLARES ($1,750,000) (el "**Precio Aplazado**") y será pagadero como sigue:*

3.3.1. Five (5) consecutive semi annual installments of principal, each for the sum of THREE HUNDRED FIFTY THOUSAND DOLLARS ($350,000), of which (i) the first (1st) will be due six (6) months after the execution of the Purchase-Sale Deed; (ii) the second (2nd) will be due at the first anniversary of the execution of the Purchase-Sale

Deed; (iii) the third (3rd) will be due eighteen (18) months after the execution of the Purchase-Sale Deed; (iv) the fourth (4th) will be due at the second anniversary of the execution of the Purchase-Sale Deed; and (v) the fifth (5th) will be due thirty (30) months after the execution of the Purchase-Sale Deed.

Cinco *(5) plazos semi anuales consecutivos de principal, cada uno por la suma de TRESCIENTOS CINCUENTA MIL DÓLARES ($350,000), de los cuales (i) el primero (1ro.) vencerá seis (6) meses después del otorgamiento de la Escritura de Compraventa; (ii) el segundo (2do.) vencerá al primer aniversario del otorgamiento de la Escritura de Compraventa; (iii) el tercero (3ro.) vencerá dieciocho (18) meses después del otorgamiento de la Escritura de Compraventa; (iv) el cuarto (4to.) vencerá al segundo (2do.) aniversario del otorgamiento de la Escritura de Compraventa; y (v) el quinto (5to.) vencerá treinta (30) meses después del otorgamiento de la Escritura de Compraventa.*

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3.4. The outstanding principal balance of the Deferred Purchase Price will earn interest at a simple rate of six percent (6%) per annum. Said interest will be payable in installments that coincide with those mentioned in Section 3.3.1, *supra*.

El balance insoluto de principal del Precio Aplazado devengará intereses simples al seis por ciento (6%) anual. Dichos intereses serán pagaderos en plazos que coincidirán con los mencionados en la Sección 3.3.1, supra.

FOUR: The Option is granted for a term of one hundred eighty (180) days, starting on the date of execution of this Agreement and ending on October sixteen (16) two thousand twenty four (2024) (the "**Term**").

CUATRO: *Esta Opción se concede por un término de ciento ochenta (180) días, comenzando en la fecha de otorgamiento de este Contrato y terminará el dieciséis (16) de octubre de dos mil veinticuatro (2024) (el "**Término**").*

FIVE: If the Term ends and Buyer has not executed the Purchase-Sale Deed for the PROPERTY within the Term (except for reasons attributable to Sellers), then the Deposit will be retained by the Sellers, as liquidated damages and Sellers shall have no further liabilities or obligations to the Buyer with regards to the PROPERTY. If the PROPERTY cannot be bought by Buyer within the Term, for reasons attributable to Sellers, then Sellers will reimburse the Deposit to Buyer at the end of the Term. Buyer has represented to Sellers that, Buyer's execution of the Purchase-Sale Deed is not subject to the Buyer obtaining financing therefor. Furthermore, Buyer acknowledges and agrees that the Purchase Price shall not be modified or adjusted by the Sellers as a result of an appraisal report for the PROPERTY obtained by the Buyer.

CINCO: *Si el Término terminare y la Compradora no hubiere otorgado la Escritura de Compraventa de la PROPIEDAD dentro del Término (excepto por razones atribuibles a los Vendedores), entonces el Depósito será retenido por los Vendedores, como daños líquidos y los Vendedores no tendrán más deudas u obligaciones para con la*

Compradora acerca de la PROPIEDAD. Si la PROPIEDAD no pudiere ser comprada por la Compradora dentro del Término, por razones atribuibles a los Vendedores, entonces los Vendedores le reembolsarán el Depósito a la Compradora al final del Término. La Compradora le ha representado a los Vendedores que el otorgamiento por la Compradora de la Escritura de Compraventa no esta sujeto a la obtención por parte de la Compradora de financiamiento para ello. Además, la Compradora reconoce y acuerda que el Precio de Compra no será modificado o ajustado por los Vendedores como resultado de tasación de la PROPIEDAD obtenida por la Compradora.

SIX: The Deferred Purchase Price will be evidenced by a mortgage note in the principal sum of ONE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($1,750,000) issued by Buyer to the order of Sellers and secured by a first mortgage encumbering the PROPERTY.

SEIS: *El Precio Aplazado será evidenciado por pagare hipotecario por la suma principal de UN MILLÓN SETECIENTOS CINCUENTA MIL DÓLARES ($1,750,000), emitido por la Compradora a la orden de los Vendedores y garantizado por una primera hipoteca gravando la PROPIEDAD.*

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The public deed to constitute the above referred mortgage in guarantee of the Deferred Purchase Price will be executed before a notary public selected by Buyer and acceptable to Sellers. The legal fees, stamps in the original and first certified copy of the deed of constitution of mortgage, as well as its recording rights, will be for the account of the Buyer.

La escritura pública para constituir la referida hipoteca en garantía del Precio Aplazado será otorgada ante un notario público seleccionado por la Compradora y aceptable a los Vendedores. Los honorarios legales, sellos en el original y en la primera copia certificada de la escritura de constitución de hipoteca, así como sus derechos de inscripción, serán por cuenta y cargo de la Compradora.

SEVEN: The real estate property taxes payable to the CRIM, and all special taxes (if applicable) of the PROPERTY will be the responsibility of Sellers and payable by Sellers up to the date of execution of the Purchase-Sale Deed (the "**Closing Date**"). Thereafter, they shall be the responsibility of Buyer and payable by Buyer.

SIETE: *Las contribuciones sobre la propiedad inmueble pagaderas al CRIM y la contribución especial (si aplicare) de la PROPIEDAD serán la responsabilidad de los Vendedores y pagadas por los Vendedores hasta la fecha del otorgamiento de la Escritura de Compraventa (la "**Fecha de Cierre**"). De entonces en adelante serán responsabilidad de la Compradora y pagaderas por la Compradora.*

EIGHT: The Purchase-Sale Deed shall be executed before a notary public selected by Buyer, and the notary fees payable thereto shall be paid by the Buyer.

OCHO: *La Escritura de Compraventa será otorgada ante un notario público seleccionado por la Compradora y los honorarios notariales serán pagados por la Compradora.*

NINE: Deeds to cancel any liens or encumbrances affecting the PROPERTY, if any, existing at the time of execution of the Purchase-Sale Deed, except the Permitted Encumbrance, will be executed no later than the Closing Date, before a notary public selected by Buyer. The legal fees, stamps in the original and first certified copy of the deed(s) to cancel any liens or encumbrances affecting the PROPERTY, if any, as well as its recording rights will be for the account of Sellers, up to a maximum of six hundred four dollars with fifty cents ($604.50).

NUEVE: *Las escrituras de cancelación de cualquier carga o gravamen que afecte la PROPIEDAD, si alguna, existente(s) al momento del otorgamiento de la Escritura de Compraventa, excepto los Gravámenes Permitidos, serán otorgadas no después de la Fecha de Cierre, ante un notario público seleccionado por la Compradora. Los honorarios legales, sellos en el original y primera copia certificada de la(s) escritura(s) de cancelación de cualquier gravamen o carga que afecte la PROPIEDAD, si alguna, así como sus derechos de inscripción y gastos serán por cuenta de los Vendedores y pagaderos por los Vendedores, hasta un máximo de seiscientos cuatro dólares con cincuenta centavos ($604.50).*

As per a title study dated January thirty one (31), two thousand twenty four (2024), apart from the Permitted Encumbrance, the PROPERTY was subject to the **$140,000 Mortgage.**

Según un estudio de título fechado el treinta y uno (31) de enero de dos mil veinticuatro (2024), la PROPIEDAD está sujeta a la ***Hipoteca de $140,000****.*

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The cancellation of the **$140,000 Mortgage** has been requested from the Honorable Registrar of the Property of San Germán, as per document ("Instancia") subscribed by Caridad Belén Rodríguez Mayo and Juan José Doreste Rodríguez, previous owners of the PROPERTY, on March thirty one (31), two thousand twenty one (2021), affidavit number 22,920, before notary public Luis Roberto Santos Montalvo, presented for recording at entry two thousand twenty one dash zero four zero four zero five dash S G zero one (2021-040405-SG 01) of the Karibe System, Section of San Germán of the Registry, on April eight (8), two thousand twenty one (2021). Buyer will proceed to execute the Purchase Sale Deed, even if the referenced "Instancia" to cancel the **$140,000 Mortgage** is still pending registration in the Registry.

La cancelación de la ***Hipoteca de $140,000*** *ha sido solicitada al Honorable Registrador de la Propiedad de San Germán, según documento ("Instancia") suscrito por Caridad Belén Rodríguez Mayo y Juan José Doreste Rodríguez, dueños anteriores de la PROPIEDAD, el treinta y uno (31) de marzo de dos mil veintiuno (2021), afidávit número veintidós mil novecientos veinte (22,920), ante el notario público Luis Roberto Santos Montalvo, presentada para su inscripción al asiento dos mil veintiuno guión cero cuatro cero cuatro cero cinco guión SG cero uno (2021-040405-SG01) del Sistema Karibe de la Sección de San Germán del Registro, el ocho (8) de abril de dos mil veintiuno (2021). La Compradora procederá a otorgar la Escritura de Compraventa de la PROPIEDAD aunque la referida Instancia para cancela la* ***Hipoteca de $140,000*** *este aún pendiente de inscripción en el Registro.*

TEN: Buyer specifically acknowledges and agrees that, except as expressly set forth in Paragraph FIFTEEN of this Agreement, (i) Sellers shall sell and Buyer shall purchase the PROPERTY "as-is," "where-is" and "with all faults" and latent and patent defects, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or written, express or implied, statutory or otherwise, from Sellers or any of its agents, employees, members, representatives, attorneys or brokers (each such party, a "**Sellers Affiliate**") as to any matter concerning the PROPERTY, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the PROPERTY provided by Sellers to Buyer (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the PROPERTY or any aspect or portion thereof (including, without limitation, structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities, electrical, mechanical, HVAC, plumbing, sewage, and utility systems, facilities, and appliances, soils, geology, and groundwater); (b) the dimensions, area, and lot size of the PROPERTY and the square footage of the buildings or improvements located thereon or of any tenant space therein; (c) the development or income potential, or rights of or relating to, the PROPERTY or the PROPERTY's use, habitability, merchantability, or fitness, or the suitability, value, or adequacy of the PROPERTY for any particular purpose; (d) the zoning or other legal status of the PROPERTY or any other public or private restrictions on the use of the PROPERTY, the compliance of the PROPERTY or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of Buyer or any other person to obtain any necessary governmental approvals, licenses, or permits for Buyer's or such other person's intended use or development of the PROPERTY; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters relating to the operation of the PROPERTY. Buyer expressly acknowledges and agrees that Buyer is not relying on any representation or warranty of Sellers or any Sellers Affiliate, whether implied, presumed, or expressly provided at law or otherwise, arising by virtue of any statute, common law, or other legally binding right or remedy in favor of Buyer. Buyer further acknowledges and agrees that Sellers are under no duty to make any inquiry regarding any matter that may or may not be known to Sellers or any Sellers Affiliate. Upon execution of the Purchase-Sale Deed, Buyer shall assume the risk of adverse matters relating to adverse physical and legal conditions that may not have been revealed by Buyer's investigations, and Buyer, upon execution of the Purchase-Sale Deed, shall be deemed to have waived, relinquished and released Sellers and all Sellers Affiliate from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which Buyer might have asserted or alleged or may assert or allege in the future against Sellers or any Sellers Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws, and any and all other acts, omissions, events, circumstances or matters regarding the PROPERTY. This Section shall survive the execution of the Purchase-Sale Deed.

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DIEZ: *La Compradora específicamente reconoce y acepta que, excepto según se dispone expresamente en el párrafo QUINCE del este Contrato, (i) los Vendedores, mediante la Escritura de Compraventa, venderán y la Compradora comprará la PROPIEDAD "donde está, como está" con todas sus faltas y defectos; (ii) la Compradora no está descansando en representación o garantía de clase alguna, oral o escrita, expresa o implícita, estatutaria o de cualquier otra naturaleza, de parte de los Vendedores o de algún agente, empleado, miembro, representante, abogado o corredor (cada uno de ellos un "Afiliado de los Vendedores") acerca de cualquier asunto concerniente a la PROPIEDAD, o que aparezca o este contenido o mencionado en cualquier material, documento, estudio, reporte, información o datos relacionados a la PROPIEDAD provisto(s) por los Vendedores a la Compradora (incluyendo sin limitación, su corrección e integridad) e incluyendo, sin limitación: (a) la calidad, naturaleza, habitabilidad, mercabilidad, uso, operación, valor, adecuacidad o condición física de la PROPIEDAD o cualquier aspecto o porción de la misma (incluyendo, sin limitación, elementos estructurales, cimientos, techos, accesorios, accesos, jardinería, facilidades de estacionamiento, electricidad, plomería, HVAC, e instalaciones mecánicas, alcantarillado, servicios ["utilities"], facilidades, enseres, suelos, geología y nivel freático); (b) las dimensiones, áreas y tamaño de la PROPIEDAD y los pies cuadrados de los edificios o mejoras en la misma, si alguno, o de cualquier espacio arrendado en la misma; (c) el potencial de desarrollo o ingresos de la PROPIEDAD, o derechos relacionados a la PROPIEDAD o al uso, habitabilidad, mercabilidad, aptitud física, valor, o adecuacidad de la PROPIEDAD para cualquier propósito; (d) la zonificación u otro estado o condición legal de la PROPIEDAD o cualquier otra restricción pública o privada en el uso de la PROPIEDAD, el cumplimiento de la PROPIEDAD con cualquier aplicable código, ley, regulación, estatuto, ordenanza, convenio, condición y restricción de cualquier autoridad gubernamental o de otra persona o entidad (incluyendo, sin limitación, el "American with Disabilities Act"); (e) la capacidad de la Compradora o de cualquier otra persona de obtener cualquier necesaria aprobación gubernamental, licencia o permiso para el uso propuesto para la PROPIEDAD por la Compradora o aquellas otras personas que contemplan usar o desarrollar la PROPIEDAD (f) la calidad de cualquier labor, trabajo o material usado en la construcción de cualquier mejora; (g) las condiciones económicas o los ingresos y gastos, proyecciones de ingresos o gastos y otros asuntos financieros acerca de la operación de la PROPIEDAD. La Compradora expresamente reconoce y acuerda que la Compradora no está descansando en representación o garantía alguna por parte de los Vendedores o de Afiliado de los Vendedores, ya sea implícita, presumida o expresamente provista por ley o de otra forma, que surja en virtud de cualquier estatuto, derecho común o cualquier otro vinculante derecho o remedio a favor de la Compradora. La Compradora también reconoce y acuerda que los Vendedores no tienen obligación alguna de hacer investigaciones acerca de cualquier asunto conocido o desconocido por los Vendedores o cualquier Afiliado de los Vendedores. Al otorgarse la Escritura de Compraventa, la Compradora asumirá el riesgo de asuntos adversos relacionados con investigaciones adversas y la Compradora, al otorgarse la Escritura de Compraventa, se entenderá que ha reconocido y relevado a los Vendedores y a los Afiliados de los Vendedores de y contra cualquier reclamación, de cualquiera y toda naturaleza y carácter (incluyendo honorarios de abogados), conocida o desconocida, que la Compradora pudiera haber presentado o alegado o pudiere presentar o alegar en el futuro contra los*

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Vendedores o cualquier Afiliado de los Vendedores en cualquier momento por causa de, o que surgiere de, cualquier defecto aparente o latente, condición física, violación a cualquier ley aplicable y cualquier otro acto, omisión, evento, circunstancia o asunto relacionado a la PROPIEDAD. Esta Sección sobrevivirá al otorgamiento de la Escritura de Compraventa.

ELEVEN: Through the Purchase-Sale Deed, Buyer will acquire recordable fee simple title to the PROPERTY and possession thereof, free and clear of occupants, liens and encumbrances, except only the Permitted Encumbrance. During the Term of the Option, Sellers shall have possession of the PROPERTY and will be allowed to conduct legal business activities in the PROPERTY, in the ordinary course.

ONCE: *Mediante la Escritura de Compraventa, la Compradora adquirirá título en pleno dominio inscribible sobre la PROPIEDAD y la posesión de la misma, libre de ocupantes, cargas y gravámenes, excepto únicamente los Gravámenes Permitidos. Durante el Término de la Opción, los Vendedores tendrán la posesión de la PROPIEDAD y estarán autorizados a conducir actividades de negocios lícitos en la PROPIEDAD, en el curso ordinario.*

TWELVE: The notarial fees, stamps on the originals, stamps on the first certified copy and recording rights in the Registry of the Purchase-Sale Deed will be paid by Buyer. The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of the deed(s) of cancellation, if any, related to the PROPERTY shall be paid by Sellers.

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DOCE: *Los honorarios notariales, sellos en el original, sellos en la primera copia certificada y derechos de inscripción en el Registro de la Escritura de Compraventa serán pagados por la Compradora. Los honorarios notariales, sellos en el original, sellos en la primera copia certificada y derechos de inscripción en el Registro de la(s) escritura(s) de cancelación, si alguna, relacionadas a la PROPIEDAD serán pagados por los Vendedores.*

THIRTEEN: This Agreement will be interpreted in accordance with the laws of Puerto Rico and governed by them. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of Puerto Rico in the event of any litigation pursuant to this Agreement.

TRECE: *Este Contrato será interpretado de acuerdo a las leyes de Puerto Rico y gobernado por ellas. Las partes comparecientes se someten a la jurisdicción exclusiva del Tribunal General de Justicia de Puerto Rico en caso de cualquier litigio en virtud de este Contrato.*

FOURTEEN: All notices to the parties pursuant to this Agreement must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:

CATORCE: *Todas las notificaciones a las partes en virtud de este Contrato deben ser por correo certificado con acuse de recibo, con copias por correo electrónico, a las siguientes respectivas direcciones de las partes:*

TO SELLERS:
A LOS VENDEDORES:
DR. RAFAEL FRANCISCO CARDONA DURAN
MRS. MARIA DEL CARMEN ACEVEDO BLANCO
Urb. Monteverde Real
96 Calle Tulip
San Juan, PR 00926-5930
Electronic Mail: mcacevedo2008@yahoo.com

TO BUYER:
A LA COMPRADORA:
CABO ROJO LAND ACQUISITION LLC
Ochoa Building
500 de la Tanca Street, Suite 514
San Juan, PR 00901
Attention: Eileen Sawyer

with copy to:
con copia a:

250 Muñoz Rivera Avenue, Suite 440
San Juan, PR 00918
Attention: Roberto Ruíz
Electronic Mail: roberto.ruiz@ccgc.com.do

TO BROKER:
AL CORREDOR:
Calle Cádiz 1218
Puerto Nuevo
San Juan, Puerto Rico 00920
Attention: José Enrique Pérez Cruz
Electronic Mail: passportre@gmail.com

FIFTEEN: Sellers represent and warrant to Buyer that, to the best of Sellers' knowledge, in the PROPERTY there are no toxic, dangerous, contaminated or contaminating substances, and that the PROPERTY has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances. EXCEPT FOR THE FOREGOING REPRESENTATION, BUYER ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER BY SELLERS OR ANY AGENT, OFFICER, EMPLOYEE OR REPRESENTATIVE THEREOF REGARDING THE PROPERTY. BUYER HEREBY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS SALE IS MADE WITHOUT REPRESENTATION, COVENANT OR WARRANTY

OF ANY KIND (WHETHER EXPRESS, IMPLIED OR STATUTORY) BY SELLERS, EXCEPT AS SPECIFICALLY SET FORTH IN THIS PARAGRAPH.

QUINCE: *Los Vendedores representan y garantizan que, según el mejor conocimiento de los Vendedores, en la PROPIEDAD no hay sustancias tóxicas peligrosas, contaminadas o contaminantes. EXCEPTO POR LA SUSODICHA REPRESENTACIÓN, LA COMPRADORA RECONOCE QUE NO ESTA DESCANSANDO EN REPRESENTACIONES O GARANTIAS DE CLASE ALGUNA POR PARTE DE LOS VENDEDORES O SUS AGENTES, OFICIALES, EMPLEADOS O REPRESENTANTES ACERCA DE LA PROPIEDAD. LA COMPRADORA AQUÍ ACUERDA QUE, HASTA EL ALCANCE MAXIMO PERMITIDO POR CUALQUIER LEY APLICABLE, ESTA COMPRAVENTA SE EFECTUA SIN REPRESENTACION, CONVENIO O GARANTIA DE CLASE ALGUNA (TANTO EXPRESA COMO IMPLICITA O ESTATUTARIA) POR PARTE DE LOS VENDEDORES, EXCEPTO SEGÚN SE DISPONE EN EL PRESENTE PARRAFO.*

SIXTEEN: The appearing parties acknowledge that the Broker, mister José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy eight (10,478), alone or in association with other brokers, has acted as real estate broker for Buyer in the transaction which is the subject of this Option. The fees to Mr. Pérez Cruz and his associates, if any, for said service will be the responsibility of Buyer and paid by Buyer simultaneously with the execution of the Purchase-Sale Deed, only if the Option is exercised by Buyer and Buyer buys the PROPERTY pursuant to the Option. Said fees will amount to TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000), equivalent to five percent (5%) of the Purchase-Sale Price of the PROPERTY. Sellers will not be responsible for the payment of any fees to Mr. José Enrique Pérez Cruz. Mr. Eugenio Suárez has assisted Mr. José Enrique Pérez Cruz in his efforts as a broker. Mr. Eugenio Suárez's fees for said assistance will be borne by Broker. Sellers will not be responsible for the payment of any brokerage commission and Sellers represent that they have not used brokers or intermediaries in connection with the purchase sale of the PROPERTY.

6.D F.R. HdA

DIECISÉIS: *Las partes comparecientes reconocen que el Corredor, señor José Enrique Pérez Cruz, corredor de bienes raíces de Puerto Rico con la licencia número diez mil cuatrocientos setenta y ocho (10,478), solo o en sociedad con otros corredores, ha actuado como corredor de la Compradora en la transacción objeto de esta Opción. Los honorarios del señor Pérez Cruz y sus asociados, si alguno, por dichos servicios serán responsabilidad de la Compradora y serán pagados por la Compradora simultáneamente con el otorgamiento de la Escritura de Compraventa, solamente si la Opción es ejercitada por la Compradora y la Compradora compra la PROPIEDAD en virtud de la Opción. Dichos honorarios ascenderán a la suma de DOSCIENTOS CINCUENTA MIL DÓLARES ($250,000), equivalentes al cinco por ciento (5%) del Precio de Compra de la PROPIEDAD. Los Vendedores no serán responsables del pago de honorario alguno al señor José Enrique Pérez Cruz. El señor Eugenio Suárez ha asistido al señor José Enrique Pérez Cruz en sus esfuerzos como corredor. Los honorarios del señor Eugenio Suárez por dicha asistencia serán cubiertos por el Corredor. Los Vendedores no serán responsables del pago de comisión de corretaje alguna y los*

Vendedores representan que ellos no han usado corredores o intermediarios con relación a la compraventa de la PROPIEDAD.

SEVENTEEN: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Agreement.

DIECISIETE: *El plural y el singular, así como el masculino, femenino, neutro y demás géneros se usan indistintamente en este Contrato.*

EIGHTEEN: In the event that any clause or provision of this Agreement is declared null, void or invalid by a final and firm resolution, judgement or judicial order, then and in that event the rest of this Agreement will continue in full force and effect.

DIECIOCHO: *En caso de que cualquier cláusula o disposición de este Contrato fuere declarada nula, inválida o no vinculante mediante resolución, sentencia u orden judicial final y firme, entonces y en ese caso, el resto de este Contrato continuará en pleno vigor y efecto.*

NINETEEN: During the Term, Buyer and its employees, agents and/or contractors are authorized to enter the PROPERTY to make studies, identify boundaries, take measurements and make inspections, during business days and hours, and the persons entering the PROPERTY pursuant to this authorization will be responsible for the damages suffered or caused by them in the PROPERTY. Every employee who enters the PROPERTY pursuant to this authorization will be insured by a valid policy of the Puerto Rico State Insurance Fund, and, if applicable, of the "Chauffers' Insurance" or "Seguro Choferil". In addition, Buyer will have in place, during the term of the Option, a public liability insurance policy covering damages caused or suffered in the PROPERTY by the persons who enter it pursuant to this authorization, with a minimum coverage of ONE MILLION DOLLARS ($1,000,000) per occurrence. Sellers will appear as co-insured in the policy, together with Buyer, as their respective interests appear. BUYER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SELLERS FROM AND AGAINST ANY AND ALL LIENS, ACTIONS, LOSSES, COSTS, DAMAGES, CLAIMS, LIABILITIES, EXPENSES, PENALTIES, FINES, INTEREST OR SUITS (INCLUDING LITIGATION EXPENSES AND COURT COSTS AND REASONABLE ATTORNEYS' FEES) BROUGHT, SOUGHT OR INCURRED BY OR AGAINST THE SELLERS RESULTING FROM, ARISING OUT OF, OR IN ANY WAY RELATING TO, ENTRY UPON THE PROPERTY BY BUYER OR ANY OF THE OTHER BUYER'S REPRESENTATIVES OR OTHERWISE IN ANY WAY RELATED TO ANY OF BUYER'S INSPECTIONS OR INVESTIGATIONS OF THE PROPERTY, WHETHER CONDUCTED PRIOR TO, AS OF OR SUBSEQUENT TO THE DATE OF THIS AGREEMENT, OR ANY VIOLATION OF THE PROVISIONS OF THIS PARAGRAPH NINETEEN EXCEPT FOR ANY LIENS, ACTIONS, LOSSES, COSTS, DAMAGES, CLAIMS AND LIABILITIES WHICH ARE CAUSED BY SELLERS OR SELLERS' REPRESENTATIVES' WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. The foregoing indemnification and repair and restoration obligations (herein collectively referred to as "**Buyer's Indemnity**") shall expressly survive the Closing Date or any earlier termination of this Agreement.

6.J.F.R.
MCA

DIECINUEVE: *Durante el Término, la Compradora y sus empleados, agentes y/o contratistas estarán autorizados a entrar a la PROPIEDAD para hacer estudios, identificar linderos, tomar medidas y hacer inspecciones, durante días y horas laborables, y las personas que entren a la PROPIEDAD en virtud de esta autorización serán responsables de los daños que sufran o causen en la PROPIEDAD. Todo empleado que entre a la PROPIEDAD en virtud de esta autorización estará asegurado por una póliza de seguro válida del Fondo del Seguro del Estado de Puerto Rico y, si aplicable, del Seguro Choferil. Además, la Compradora mantendrá una póliza de responsabilidad pública cubriendo daños causados o sufridos en la PROPIEDAD por las personas que entren a la misma en virtud de la presente autorización, con una cubierta mínima de UN MILLÓN DE DÓLARES ($1,000,000) por evento. Los Vendedores aparecerán como co-asegurados en dicha póliza, junto con la Compradora, según aparezcan sus respectivos intereses. LA COMPRADORA INDEMNIZARA, DEFENDERA Y MANTENDRA A SALVO A LOS VENDEDORES CONTRA CUALQUIER Y TODO GRAVAMEN, ACCION, PÉRDIDAS, COSTOS, DAÑOS, RECLAMACIONES, PASIVOS, GASTOS, PENALIDADES, MULTAS, SENTENCIAS O DEMANDAS (INCLUYENDO GASTOS DE LITIGIOS, COSTAS DEL TRIBUNAL Y HONORARIOS RAZONABLES DE ABOGADOS) TRAIDOS, BUSCADOS O INCURRIDOS POR O CONTRA LOS VENDEDORES Y RESULTANTES DE, O SURGIENDO POR MOTIVO DE, O EN CUALQUIER FORMA RELACIONADOS CON, LA ENTRADA EN LA PROPIEDAD POR LA COMPRADORA O CUALQUIER OTRO REPRESENTANTE DE LA COMPRADORA O DE CUALQUIERA OTRA FORMA RELACIONADO(S) A CUALQUIER INSPECCIÓN O INVESTIGACIÓN POR LA COMPRADORA DE LA PROPIEDAD, CONDUCIDA TANTO ANTES DE, O DESPUES DE, LA FECHA DE ESTE CONTRATO, O POR CUALQUIER VIOLACION DE LAS DISPOSICIONES DE ESTE PARRAFO DIECINUEVE, EXCEPTO CUALQUIER GRAVAMEN, ACCIÓN, PÉRDIDA, COSTO DAÑO, RECLAMACIONES Y DEUDAS QUE SEAN CAUSADAS POR MALA CONDUCTA INTENCIONAL O CRASA NEGLIGENCIA DE LOS VENDEDORES O POR REPRESENTANTES DE LOS VENDEDORES. Las referidas obligaciones de reparación y restauración (aquí llamadas en conjunto las "Indemnizaciones por la Compradora") expresamente sobrevivirán la Fecha de Cierre o cualquier terminación anterior de este Contrato.*

G.J.F.R.
M.L.A.

TWENTY: During the Term, Buyer, at Buyer's sole expense, is authorized to seek the approvals, permits and endorsements necessary for the development in the PROPERTY of a residential, recreational and tourism project, or of part of a residential, recreational and tourism project, provided the existing DTS zoning of the PROPERTY is not changed, and that such approvals, permits and endorsements (i) comply with the requirements of the existing DTS zoning of the PROPERTY; and (ii) do not negatively affect and/or diminish the value or quality of the PROPERTY. Sellers hereby commit to confirm this authorization in writing if required by Buyer, for presentation to the corresponding public or governmental agencies and entities. If the PROPERTY is not purchased by Buyer, all approvals, permits and endorsements obtained by Buyer for the PROPERTY pursuant to the aforesaid authorization will be transferred and assigned by Buyer to Sellers at the end of the Term, at no cost to Sellers. Buyer acknowledges

and agrees that (A) the Term shall not be extended as a result of delays or failures by the Buyer to obtain the desired permits for Buyer's intended use of the PROPERTY; and (B) Sellers shall not be under any obligation to return the Deposit to Buyer due to a failure or delay by the Buyer in obtaining the permits required for Buyer's intended use of the PROPERTY.

VEINTE: *Durante el Término, la Compradora, al solo costo de la Compradora, esta autorizada a solicitar aprobaciones, permisos y endosos necesarios para el desarrollo en la PROPIEDAD de un proyecto residencial , recreacional y turístico, o de parte de un proyecto residencial, recreacional y turístico, siempre y cuando la zonificación DTS de la PROPIEDAD no se cambie y que dichas aprobaciones, permisos y endosos (i) cumplan con los requisitos de la existente zonificación DTS de la PROPIEDAD, y (ii) no afecten negativamente o disminuyan el valor o calidad de la PROPIEDAD. Los Vendedores aquí se comprometen a confirmar esta autorización por escrito, si fuere requerido por la Compradora, para presentación a las correspondientes agencias o entidades públicas o gubernamentales. Si la PROPIEDAD no fuere comprada por la Compradora, todas las aprobaciones, permisos y endosos obtenidos por la Compradora para la PROPIEDAD en virtud de la referida autorización serán transferidos y cedidos por la Compradora a los Vendedores al finalizar el Término, sin costo a los Vendedores. La Compradora reconoce y acuerda que (A) el Término no será extendido como resultado de demoras o fracasos por la Compradora en la obtención de los permisos deseados para el uso propuesto por la Compradora para la PROPIEDAD; y (B) los Vendedores no tendrán obligación alguna de devolver el Depósito a la Compradora por el fracaso o demora de la Compradora en obtener los permisos requeridos para que la Compradora le dé el uso que interesa a la PROPIEDAD.*

G.A.F.R.
N.L.A.

TWENTY ONE: The PROPERTY may not be materially altered during the Term, except only if specifically authorized in advance, in writing, by Sellers and Buyer.

VEINTIUNO: *La PROPIEDAD no será materialmente alterada durante el Término, excepto solo con la previa autorización escrita de los Vendedores y la Compradora.*

TWENTY TWO: The Option is not transferable by Sellers. Conversely, Buyer is authorized to transfer or assign this Agreement and all its rights and obligations hereunder, at the sole option and discretion of Buyer.

VEINTIDÓS: *Esta Opción no es transferible por los Vendedores. Por otro lado, la Compradora está autorizada a transferir o asignar el presente Contrato y todos sus derechos y obligaciones en virtud del mismo, a la sola opción y discreción de la Compradora.*

TWENTY THREE: It is required for the execution of the Option Agreement that Sellers complete and make available to Buyer, through its real estate broker, the form attached herein and made a part hereof as **Exhibit A**, duly filled.

VEINTITRÉS: *Es requisito previo indispensable para el otorgamiento de la Opción que los Vendedores completen y hagan llegar a la Compradora, a través de su corredor de bienes raíces, el formulario que se aneja a la presente haciéndose formar parte de la misma como **Anejo A**, debidamente cumplimentado.*

IN WITNESS WHEREOF, the appearing parties execute and sign this Agreement on the dates and in the places which appear in the affidavits underneath their respective signatures, below, to be effective in San Juan, Puerto Rico, on the date which appears in its introductory paragraph, above.

POR TODO LO CUAL, *las partes comparecientes otorgan y firman este Contrato en las fechas y lugares que aparecen en los afidávits debajo de sus respectivas firmas, al calce de este Contrato, para ser efectivo en San Juan, Puerto Rico, en la fecha que aparece en su párrafo introductorio, antes en este Contrato.*

RAFAEL FRANCISCO CARDONA DURAN

MARIA DEL CARMEN ACEVEDO BLANCO

CABO ROJO LAND ACQUISITION LLC

GLADYS OMAYRA FONTANEZ REYES
Authorized Representative

JOSE ENRIQUE PEREZ CRUZ

Affidavit Number: 4,625
Afidávit Número: 4,625

Acknowledged and subscribed before me by Rafael Francisco Cardona Durán and his wife, María del Carmen Acevedo Blanco, both of legal age, married to each other, physician the first and property owner the second and residents of Caguas, Puerto Rico, both personally known to me. In San Juan, Puerto Rico, on this sixteenth (16th) day of April, two thousand twenty four (2024).

Reconocido y suscrito ante mi por Rafael Francisco Cardona Durán y su esposa, María del Carmen Acevedo Blanco, ambos mayores de edad, casados entre sí, medico el primero y ama de casa la segunda y vecinos de Caguas, Puerto Rico, a quienes conozco personalmente. En San Juan, Puerto Rico, hoy dieciséis (16) de abril de dos mil veinticuatro (2024).

RECIBO
Sello
4U23-00039413
9397
02/15/2024
$5.00
Sello de Asistencia Legal
80004-2024-0215-92159203

MARÍA DEL ROSARIO PUJOL THOMPSON
ABOGADO-NOTARIO

Notary Public
Notario Público

Affidavit Number: 4,624
Afidávit Número: 4,624

Acknowledged and subscribed before me by Gladys Omayra Fontanez Reyes, of legal age, single, attorney at law and resident of San Juan, Puerto Rico, in his capacity as Authorized Representative of Cabo Rojo Land Acquisition LLC, who is personally known to me. In San Juan, Puerto Rico, on this sixteenth (16th) day of April, two thousand twenty four (2024).

Reconocido y suscrito ante mi por Gladys Omayra Fontanez Reyes, mayor de edad, soltera, abogada y vecina de San Juan, Puerto Rico, en su carácter de Representante Autorizada de Cabo Rojo Land Acquisition LLC, a quien conozco personalmente. In San Juan, Puerto Rico, hoy dieciséis (16) de abril de dos mil veinticuatro (2024).

RECIBO
Sello
9397
03/12/2024
$5.00
Sello de Asistencia Legal
80004-2024-0312-66577158

MARÍA DEL ROSARIO PUJOL THOMPSON
ABOGADO-NOTARIO

Notary Public
Notario Público

Affidavit Number: 4,626
Afidávit Número: 4,626

Acknowledged and subscribed before me by José Enrique Pérez Cruz, of legal age, married, real estate broker and resident of Bayamón, Puerto Rico, in his personal capacity, who is personally known to me. In San Juan, Puerto Rico, on this sixteenth (16th) day of April, two thousand twenty four (2024).
Reconocido y suscrito ante mi por José Enrique Pérez Cruz, mayor de edad, casado, corredor de bienes raíces y vecino de Bayamón, Puerto Rico, en su carácter personal y a quien conozco personalmente. En San Juan, Puerto Rico, hoy dieciséis (16) de marzo de dos mil veinticuatro (2024).



Notary Public
Notario Público



G.D.F.R.
MRA
AEP

OPTION AGREEMENT

This Option Agreement (this "**Agreement**") is executed in San Juan, Puerto Rico, on this twenty fifth (25th) day of March, two thousand twenty four (2024),

APPEAR:

AS PARTY OF THE FIRST PART: EL COMBATE DEVELOPMENT, LLC (hereinafter "**Seller**"), a limited liability company organized, existing and in good standing in accordance with the laws of the Commonwealth of Puerto Rico, represented herein by its President, MR. VICTOR ANDINO FIGUEROA, who is of legal age, married, business executive and resident of Toa Baja, Puerto Rico, whose authority to represent Seller in this agreement arises from Certificate of Resolution of EL COMBATE DEVELOPMENT, LLC, signed by Brenda Otero Robles in her capacity of Secretary of EL COMBATE DEVELOPMENT, LLC, executed on February twenty three (23), two thousand twenty four (2024), in San Juan, Puerto Rico, affidavit number two hundred eighty (280), before notary public Pedro Ortíz Cortés;

AS PARTY OF THE SECOND PART: CABO ROJO LAND ACQUISITION LLC (hereinafter "**Buyer**"), a limited liability company organized, existing and in good standing in accordance with the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, MS. GLADYS OMAYRA FONTANEZ REYES, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this agreement arises from Certificate of Resolution of CABO ROJO LAND ACQUISITION LLC signed by Eileen Sawyer in her capacity of Manager of CABO ROJO LAND ACQUISITION LLC, executed on March nineteen (19), two thousand twenty four (2024), in New York, New York, United States of America, before notary public Eric Orenstein; and

G.D.F.R.

AS PARTY OF THE THIRD PART: ICONIC REALTY GROUP, LLC (hereinafter the "**Broker**"), a limited liability company organized, existing and in good standing in accordance with the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, MRS. ILEANA MARGARITA CAMBÓ SAAVEDRA, who is of legal age, married, real estate broker and resident of San Juan, Puerto Rico, whose authority to represent the Broker in this agreement arises from Certificate of Resolution of ICONIC REALTY GROUP, LLC signed by Roberto Manuel Cacho Pérez in his capacity of Assistant Secretary of ICONIC REALTY GROUP, LLC, executed on March twenty two (22), two thousand twenty four (2024), in San Juan, Puerto Rico, affidavit number four thousand six hundred seven (4,607), before notary public María del Rosario Pujol Thompson; and

STATE AND AGREE:

ONE: Seller is the sole owner of fee simple title ("pleno dominio") and has the possession of the parcel of land described in the Registry of the Property of Puerto Rico, San Germán Section (the "**Registry**"), in the Spanish language, as follows (hereinafter the "PROPERTY"):

> "**RUSTICA:** Porción de terreno localizado en el Barrio Llanos Costa, Sector El Corozo, del término municipal de Cabo Rojo, Puerto Rico. Identificado como Predio "D" en el correspondiente Plano de Inscripción. Con una cabida superficial de noventa y ocho mil doscientos cincuenta y nueve metros cuadrados con setecientas cincuenta milésimas de otro (98,259.750 m.c.), equivalentes a veinticinco cuerdas (25 cdas.). Colindante por el NORTE, en cuatrocientos sesenta y cuatro punto treinta y nueve metros (464.39 m.), con el Predio "E"; por el SUR, en doscientos setenta y cuatro punto ochenta y nueve metros (274.89 m.), con el Predio "A", en cien metros (100 m.) con el Predio "C" y en noventa y siete punto setenta y dos metros (97.72 m.) con el Predio "R"; por el SUROESTE, en veinticinco punto diecisiete metros (25.17 m.) con el Predio "B"; por el SURESTE, en quince metros (15.00 m.), con camino público existente; por el ESTE, en ciento treinta y nueve punto noventa y nueve metros (139.99 m.), con el Predio "C" y en doscientos cuarenta y dos punto cincuenta y un metros (242.51 m.), con el Predio número trece (13); y por el OESTE, en ciento treinta y nueve punto noventa y nueve metros (139.99 m.), con el Predio "C" y en doscientos treinta y dos punto treinta y un metros (232.31 m.), con terrenos del doctor Enrique Carlo Aymat."

The PROPERTY is identified in the Registry as property number twenty four thousand nine hundred thirty (24,930), recorded at page one hundred thirty seven (137) of volume six hundred eighty four (684) of Cabo Rojo, of the Registry.

The PROPERTY was acquired by Seller through deed number six (6), executed in San Juan, Puerto Rico, on March three (3), two thousand twenty one (2021), before notary public Jaime Fernando González Suárez, presented for recording at entry two thousand twenty one dash zero two four four four zero dash S G zero one (2021-024440-SG01) of the Karibe System of the Registry.

The property tax identification number assigned to the PROPERTY by the Centro de Recaudación de Ingresos Municipales ("CRIM") is four hundred two dash zero zero zero dash zero zero five dash fifty four dash zero zero zero (402-000-005-54-000).

To the best of Sellers' knowledge, the PROPERTY is subject to the following liens and/or encumbrances:

By its origin, the PROPERTY is free and clear of liens and encumbrances.

By itself, the PROPERTY is subject to the following liens and encumbrances:

1.1. Perpetual right of way easement encumbering the PROPERTY in favor of property number twenty four thousand nine hundred twenty nine (24,929), recorded at the movable page ("folio móvil") of Cabo Rojo of the Registry. This easement was constituted as per deed number two hundred twenty eight (228), executed in Cabo Rojo, Puerto Rico, on August twenty eight (28), nineteen hundred ninety nine (1999), before notary public Rafael Doitteau Cruz, recorded at page one hundred thirty nine (139) of volume six hundred eighty four (684) of Cabo Rojo of the Registry, parcel number twenty four thousand nine hundred thirty (24,930), second (2nd) recording (the "**Permitted Encumbrance**").

G.D.F.R.

1.2. Mortgage guaranteeing a mortgage note in the principal sum of TWO MILLION FIVE HUNDRED THOUSAND DOLLARS ($2,500,000), of which SIX HUNDRED THOUSAND DOLLARS ($600,000) correspond to the PROPERTY, to the order of Cooperativa de Ahorro y Crédito Saulo D. Rodríguez, or its legal holder, with interest at fifteen percent (15%) per annum, due upon demand, constituted as per deed number thirty eight (38), executed in Gurabo, Puerto Rico, on October twenty eight (28), two thousand twenty two (2022), before notary public José Guillermo Barea Fernández, presented for recording on November three (3), two thousand twenty two (2022), at entry two thousand twenty two dash one four three two one one dash S G zero one (2022-143211-SG 01) of the Karibe System of the Registry.

TWO: Buyer wishes to acquire an option to buy the PROPERTY, with all its improvements, and rights and annexes, and Seller wishes to grant, and hereby grants, said option to Buyer (hereinafter the "**Option**"), in accordance with the following:

TERMS AND CONDITIONS:

THREE: The purchase price of the PROPERTY will be the lump sum of TWO MILLION DOLLARS ($2,000,000) (the "**Purchase Price**"). The Purchase Price is not subject to any appraisal report, and Seller shall have no obligation to reduce the Purchase Price as a result of appraisal report(s) obtained by Buyer or any other person(s) or entity(ies). The Purchase Price will be payable as follows:

3.1. Simultaneously with the execution of this Agreement and as consideration for the Option, Buyer has paid to the order of Seller the sum of ONE HUNDRED THIRTY FIVE THOUSAND DOLLARS ($135,000), as good faith deposit (the "**Deposit**"), which will be non-reimbursable, except only as set forth below in this Agreement. The Deposit shall be credited to the Purchase Price simultaneously with the execution of the Purchase-Sale Deed (as defined below).

3.2. Simultaneously with the execution of the public deed whereby Buyer will purchase the PROPERTY from Seller (the "**Purchase-Sale Deed**"), Buyer will pay to Seller, through manager's check, the sum of ONE MILLION EIGHT HUNDRED SIXTY FIVE THOUSAND DOLLARS ($1,865,000).

FOUR: The Option is granted for a term of one hundred fifty (150) days, starting on March first (1st), two thousand twenty four (2024) and ending on August first (1st), two thousand twenty four (2024) (the "**Term**").

FIVE: If Buyer does not execute the Purchase-Sale Deed within the Term (except for reasons attributable to Seller), then the Deposit will be retained by the Seller, as liquidated damages and Seller shall have no further liabilities or obligations to Buyer with regards to the PROPERTY. If the PROPERTY cannot be bought by Buyer within the Term, for reasons attributable to Seller, then Seller will reimburse the Deposit to Buyer at the end of the Term and Buyer will not relinquish its right to buy the PROPERTY as per the applicable terms and conditions of this Agreement. Buyer has represented to Seller that Buyer's execution of the Purchase-Sale Deed is not subject to Buyer obtaining financing therefor. Furthermore, Buyer acknowledges and agrees that the

Purchase Price shall not be modified or adjusted by the Seller as a result of appraisal report(s) for the PROPERTY obtained by the Buyer or by any other person(s) or entity(ies).

SIX: The real estate property taxes payable to the CRIM, and all special taxes (if applicable) of the PROPERTY will be the responsibility of Seller and payable by Seller up to the date of execution of the Purchase-Sale Deed (the "**Closing Date**"). Thereafter, they shall be the responsibility of Buyer and payable by Buyer.

SEVEN: The Purchase-Sale Deed shall be executed before a notary public selected by Buyer, and the notary's fees shall be paid by Buyer.

EIGHT: Deeds to cancel, or release the PROPERTY from, any liens or encumbrances affecting the PROPERTY, existing at the time of execution of the Purchase-Sale Deed, except the Permitted Encumbrance, will be executed no later than the Closing Date, before a notary public selected by Buyer. The legal fees, stamps in the original and first certified copy of the deed(s) to cancel any liens or encumbrances affecting the PROPERTY or to release the PROPERTY from any such lien(s) (except the Permitted Encumbrance), as well as its/their recording rights, will be for the account of Seller and payable by Seller.

NINE: Buyer specifically acknowledges and agrees that, except as expressly set forth in Paragraph FOURTEEN hereof, (i) Seller shall sell and Buyer shall purchase the PROPERTY "as-is," "where-is" and "with all faults" and latent and patent defects, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or written, express or implied, statutory or otherwise, from Seller or any of its agents, employees, members, representatives, attorneys or brokers (each such party, a "**Seller's Affiliate**") as to any matter concerning the PROPERTY, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the PROPERTY provided by Seller to Buyer (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the PROPERTY or any aspect or portion thereof (including, without limitation, structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities, electrical, mechanical, HVAC, plumbing, sewage, and utility systems, facilities, and appliances, soils, geology, and groundwater); (b) the dimensions, area, and lot size of the PROPERTY and the square footage of the buildings or improvements located thereon or of any tenant space therein; (c) the development or income potential, or rights of or relating to, the PROPERTY or the PROPERTY's use, habitability, merchantability, or fitness, or the suitability,

6.2 F.R.

value, or adequacy of the PROPERTY for any particular purpose; (d) the zoning or other legal status of the PROPERTY or any other public or private restrictions on the use of the PROPERTY, the compliance of the PROPERTY or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of Buyer or any other person to obtain any necessary governmental approvals, licenses, or permits for Buyer's or such other person's intended use or development of the PROPERTY; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters relating to the operation of the PROPERTY. Buyer expressly acknowledges and agrees that Buyer is not relying on any representation or warranty of Seller or any Seller's Affiliate, whether implied, presumed, or expressly provided at law or otherwise, arising by virtue of any statute, common law, or other legally binding right or remedy in favor of Buyer. Buyer further acknowledges and agrees that Seller is under no duty to make any inquiry regarding any matter that may or may not be known to Seller or any Seller's Affiliate. Upon execution of the Purchase-Sale Deed, Buyer shall assume the risk of adverse matters relating to adverse physical and legal conditions that may not have been revealed by Buyer's investigations, and Buyer, upon execution of the Purchase-Sale Deed, shall be deemed to have waived, relinquished and released Seller and all Seller's Affiliate from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which Buyer might have asserted or alleged or may assert or allege in the future against Seller or any Seller's Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws, and any and all other acts, omissions, events, circumstances or matters regarding the PROPERTY. This Section shall survive the execution of the Purchase-Sale Deed.

V.P.T.

A.M.S.

G.D.F.R.

TEN: Through the Purchase-Sale Deed, Buyer will acquire recordable fee simple title to the PROPERTY and possession thereof, free and clear of occupants, liens and encumbrances, except only the Permitted Encumbrance. During the Term of the Option, Seller shall have possession of the PROPERTY and will be allowed to conduct legal business activities in the PROPERTY, in the ordinary course of Seller's business.

ELEVEN: The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights of the Purchase-Sale Deed in the Registry will be paid by Buyer. The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of the deeds of cancellation and/or release of lien(s), if any, related to the PROPERTY shall be paid by Seller.

TWELVE: This Agreement will be interpreted in accordance with the laws of Puerto Rico and governed by them. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of Puerto Rico in the event of any litigation pursuant to this agreement.

THIRTEEN: All notices to the parties pursuant to this Agreement must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:

TO SELLER:
EL COMBATE DEVELOPMENT, LLC
Buzón 607
Camino El Guayo
Mayaguez, PR 00680-6113
Attention: Mr. Víctor Andino
Electronic Mail: andino_victor@hotmail.com

V.A.

With a copy to:

Pedro E. Ortíz Alvarez, Esq.
P.O. Box 9009
Ponce, PR 00732-9009
Electronic Mail: pedro @poalaw.com

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TO BUYER:
CABO ROJO LAND ACQUISITION LLC
Ochoa Building
500 de la Tanca Street, Suite 514
San Juan, PR 00901
Attention: Eileen Sawyer

with a copy to:

250 Muñoz Rivera Ave., Suite 440
San Juan, PR 00918
Attention: Roberto Ruíz
Electronic Mail: roberto.ruiz@ccgc.com.do

TO BROKER:
ICONIC REALTY GROUP, LLC

654 Unión Street
Miramar
San Juan, PR 00907
Attention: Ileana Margarita Cambó Saavedra
Electronic Mail: ileanacambo@gmail.com

FOURTEEN: Seller represents and warrants to Buyer that, to the best of Seller's knowledge, in the PROPERTY there are no toxic, dangerous, contaminated or contaminating substances, and that the PROPERTY has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances. EXCEPT FOR THE FOREGOING REPRESENTATION, BUYER ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY OTHER REPRESENTATIONS OR WARRANTIES WHATSOEVER BY SELLER OR ANY AGENT, OFFICER, EMPLOYEE OR REPRESENTATIVE THEREOF REGARDING THE PROPERTY. BUYER HEREBY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS SALE IS MADE WITHOUT REPRESENTATION, COVENANT OR WARRANTY OF ANY KIND (WHETHER EXPRESS, IMPLIED OR STATUTORY) BY SELLER.

V.A.

FIFTEEN: The appearing parties acknowledge that the Broker, Iconic Realty Group, LLC, represented by Mrs. Ileana Margarita Cambó Saavedra, real estate broker with Puerto Rico license number twenty one thousand eight hundred fifty nine (21,859), has acted as real estate broker for Seller in the transaction which is the subject of this Option. The fees to the Broker for said service will be the responsibility of Seller. Said fees will amount to ONE HUNDRED TWENTY THOUSAND DOLLARS ($120,000), equivalent to six percent (6%) of the Purchase Price of the PROPERTY. Buyer will not be responsible for the payment of any brokerage commission. Of said brokerage commission, the Broker has received from Seller the sum of SIXTY THOUSAND DOLLARS ($60,000) simultaneously with the execution of this Agreement and the balance of SIXTY THOUSAND DOLLARS ($60,000) will be paid by Seller to the Broker simultaneously with the execution of the Purchase-Sale Deed and contingent to said execution.

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SIXTEEN: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this agreement.

SEVENTEEN: In the event that any clause or provision of this agreement is declared null, void or invalid by a final and firm resolution, judgement or judicial order, then and in that event the rest of this agreement will continue in full force and effect.

EIGHTEEN: During the Term, Buyer and its employees, agents and/or contractors are authorized to enter the PROPERTY to make studies, identify boundaries, take measurements and make inspections, during business days and hours, and the persons entering the PROPERTY pursuant to this authorization will be responsible for the damages suffered or caused by them in the PROPERTY. Every employee who enters the PROPERTY pursuant to this authorization will be insured by a valid policy of the Puerto Rico State Insurance Fund, and, if applicable, of the "Chauffers' Insurance" or "Seguro Choferil". In addition, Buyer will have in place, during the term of the Option, a public liability insurance policy covering damages caused or suffered in the PROPERTY by the persons who enter it pursuant to this authorization, with a minimum coverage of ONE MILLION DOLLARS ($1,000,000) per occurrence. Sellers will appear as co-insured in the policy, together with Buyer. BUYER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SELLERS FROM AND AGAINST ANY AND ALL LIENS, ACTIONS, LOSSES, COSTS, DAMAGES, CLAIMS, LIABILITIES, EXPENSES, PENALTIES, FINES, INTEREST OR SUITS (INCLUDING LITIGATION EXPENSES AND COURT COSTS AND REASONABLE ATTORNEYS' FEES) BROUGHT, SOUGHT OR INCURRED BY OR AGAINST THE SELLERS RESULTING FROM, ARISING OUT OF, OR IN ANY WAY RELATING TO, ENTRY UPON THE PROPERTY BY BUYER OR ANY OF THE OTHER BUYER'S REPRESENTATIVES OR OTHERWISE IN ANY WAY RELATED TO ANY OF BUYER'S INSPECTIONS OR INVESTIGATIONS OF THE PROPERTY, WHETHER CONDUCTED PRIOR TO, AS OF OR SUBSEQUENT TO THE DATE OF THIS AGREEMENT, OR ANY VIOLATION OF THE PROVISIONS OF THIS PARAGRAPH TWENTY-TWO, EXCEPT FOR ANY LIENS, ACTIONS, LOSSES, COSTS, DAMAGES, CLAIMS AND LIABILITIES WHICH ARE CAUSED BY SELLERS OR SELLERS' REPRESENTATIVES' WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. The foregoing indemnification and repair and restoration obligations (herein collectively referred to as "**Buyer's Indemnity**") shall expressly survive the Closing Date or any earlier termination of this Agreement.

V.A.

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NINETEEN: During the Term, Buyer, at Buyer's sole expense, is authorized to seek the approvals, permits and endorsements necessary for the development in the PROPERTY of a residential, recreational and tourism project, or of part of a residential, recreational and tourism project, provided the existing zoning of the PROPERTY is not changed, and that such approvals, permits and endorsements (i) comply with the requirements of the existing zoning of the PROPERTY; and (ii) do not negatively affect and/or diminish the value or quality of the PROPERTY. Seller hereby commits to confirm this authorization in writing if required by Buyer, for presentation to the corresponding public or governmental agencies and entities. If the

PROPERTY is not purchased by Buyer, all approvals, permits and endorsements obtained by Buyer for the PROPERTY pursuant to the aforesaid authorization will be transferred and assigned by Buyer to Seller at the end of the Term, at no cost to Seller. Buyer acknowledges and agrees that (A) the Term shall not be extended as a result of delays or failures by the Buyer to obtain the desired permits for Buyer's intended use of the PROPERTY; and (B) Seller shall not be under any obligation to return the Deposit to Buyer due to a failure or delay by the Buyer in obtaining the permits required for Buyer's intended use of the PROPERTY.

TWENTY: The PROPERTY may not be materially altered during the Term, except only if specifically authorized in advance, in writing, by Seller and Buyer.

TWENTY ONE: The Option is not transferable by Seller. Conversely, Buyer is authorized to transfer or assign this agreement and all its rights and obligations hereunder to an affiliate of Buyer, at the sole option and discretion of Buyer.

TWENTY TWO: As a *sine qua non* condition of this Agreement, Seller has completed and made available to Buyer, directly or through the Broker, the form attached hereto and made a part hereof as **Exhibit A**, duly filled.

V.D.F.R.

IN WITNESS WHEREOF, the appearing parties execute and sign this agreement on the dates and in the places which appear in the affidavits underneath their respective signatures, below, to be effective in San Juan, Puerto Rico, on the date which appears in its introductory paragraph, above.

EL COMBATE DEVELOPMENT, LLC

VICTOR ANDINO FIGUEROA
President

CABO ROJO LAND ACQUISITION LLC

GLADYS OMAYRA FONTANEZ REYES
Authorized Representative

ICONIC REALTY GROUP, LLC

ILEANA MARGARITA CAMBÓ SAAVEDRA
Authorized Representative

Affidavit Number: 4,608

Acknowledged and subscribed before me by Víctor Andino Figueroa, in has capacity as President of El Combate Development, LLC, of legal age, married, business executive and resident of Toa Baja, Puerto Rico, personally known to me. In San Juan, Puerto Rico, on this twenty fifth (25th) day of March, two thousand twenty four (2024).

MARIA DEL ROSARIO PUJOL THOMPSON
ABOGADO-NOTARIO

Notary Public

RECIBO
4U23-00043617
Sello
9397
03/12/2024
$5.00
Sello de Asistencia Legal
80004-2024-0312-66577084



Affidavit Number: 4,609

Acknowledged and subscribed before me by Gladys Omayra Fontanez Reyes, of legal age, single, attorney at law and resident of San Juan, Puerto Rico, in her capacity as Authorized Representative of Cabo Rojo Land Acquisition LLC, who is personally known to me. In San Juan, Puerto Rico, on this twenty fifth (25th) day of March, two thousand twenty four (2024).

MARIA DEL ROSARIO PUJOL THOMPSON
ABOGADO-NOTARIO

Notary Public



Affidavit Number: 4,610

Acknowledged and subscribed before me by Ileana Margarita Cambo Saavedra, of legal age, married, real estate broker and resident of San Juan, Puerto Rico, in her capacity as Authorized Representative of Iconic Realty Group, LLC, who is personally known to me. In San Juan, Puerto Rico, on this twenty fifth (25th) day of March, two thousand twenty four (2024).

MARIA DEL ROSARIO PUJOL THOMPSON
ABOGADO-NOTARIO

Notary Public



---I HEREBY CERTIFY, that the first certified copy of the present deed was issued in favor of Buyer, at the same date and place of the execution thereof. I ATTEST. ----------

NOTARY

----------**DEED NUMBER EIGHT (8)** ----------

----------**PURCHASE AND SALE** ----------

---In San Juan, Puerto Rico, on May twenty-six (26), two thousand twenty-three (2023). ----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with residence and offices in San Juan, Puerto Rico.----------

---------- **APPEAR:** ----------

---**AS THE PARTY OF THE FIRST PART: ORIENTAL BANK** (hereinafter referred to as "SELLER"), a banking corporation organized and existing under the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Officer María Milagros Cotto-Febo, who is of legal age, married, banker and resident of San Juan, Puerto Rico, and whose authority to represent SELLER herein arises from a Certificate of Corporate Resolution, executed by Carlos O. Souffront, in his capacity as Secretary of SELLER, on April twenty-seven (27), two thousand twenty-two (2022), in San Juan, Puerto Rico, before Notary Hugh González Robison. I, the Notary, hereby certify that I have examined the original of the aforesaid Certificate of Corporate Resolution, and that, in my opinion, it is adequate and sufficient, and complies with all legal requirements needed to authorize Ms. Cotto-Febo to appear herein on behalf of SELLER. ----------

---**AS THE PARTY OF THE SECOND PART: CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "BUYER"), a limited liability company organized, existing and in good standing in accordance with the laws of Puerto Rico, represented herein by its Authorized Representative, Gladys Omayra Fontánez-Reyes, who is of legal age, single, attorney at law and resident of San Juan, Puerto Rico, whose authority to represent BUYER in this public deed arises from a

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Certificate of Resolution of BUYER signed by Eileen Sawyer, in her capacity of Manager of BUYER, on May fifteen (15), two thousand twenty-three (2023), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engine of the Department of State of the State of New York. I further certify that I have examined the original of the aforesaid Certificate of Resolution of Cabo Rojo Land Acquisition LLC, and that, in my opinion, it is adequate and sufficient, and complies with all legal requirements needed to authorize Ms. Fontánez-Reyes to appear herein on behalf of BUYER. ----------

---I hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective age, civil status, occupation and residence. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily,----------

----------**STATE AND AGREE:**----------

---**FIRST:** SELLER is the sole owner of fee simple title ("*pleno dominio*") and has the possession of the four (4) parcels of land located in Cabo Rojo, Puerto Rico, which are respectively described in the Spanish language as follows: ----------

----------**PROPERTY ONE (1)** ----------

---**"RUSTICA:** Parcela número cinco (5), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas y en lindes: por el NORTE, con la parcela número treinta y tres (33) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número ochenta y siete (87) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número seis (6) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número sesenta y seis (66) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."----------

---Property One is identified at the Registry of Property of Puerto Rico

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(hereinafter, the "Registry") as property number 18,692, recorded at page 1 of volume 508 of Cabo Rojo, Section of San Germán of the Registry. ----The tax identification number ("*número de catastro*") assigned to Property One by the Municipal Revenue Collection Center ("CRIM") is 402-018-327-44-000.----------

---Property One was acquired by SELLER through Deed Number Eighty-Nine (89), executed in San Juan, Puerto Rico, on March eight (8), two thousand twenty-three (2023), before Notary Steven O. Morales Pabón, filed and pending recordation at the Registry at entry 2023-034228-SG01.----------

---Property One is free and clear of liens and encumbrances.----------

----------**PROPERTY TWO (2)** ----------

---**"RUSTICA:** Parcela número seis (6), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a un (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas, y en lindes; por el NORTE, con la parcela número treinta y tres (33) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número ochenta y ocho (88) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número cuarenta (40) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número cinco (5) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela." ----------

---Property Two is identified at the Registry as property number 18,693, recorded at page 7 of volume 508 of Cabo Rojo, Section of San Germán of the Registry.----------

---The tax identification number assigned to Property Two by the Municipal Revenue Collection Center ("CRIM") is 402-018-327-43-000. ----------

---Property Two was acquired by SELLER through Deed Number Eighty-Nine (89), executed in San Juan, Puerto Rico, on March eight (8), two thousand twenty-three (2023), before Notary Steven O. Morales Pabón, filed and pending recordation at the Registry at entry 2023-034228-SG01.----------

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---Property Two is free of liens and encumbrances. ----------

----------**PROPERTY THREE (3)** ----------

---**"RUSTICA:** Parcela número sesenta y cuatro (64), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número ciento setenta y cuatro (174) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número ciento treinta y ocho (138) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número ciento setenta y siete (177) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número treinta y uno (31) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela." ----------

---Property Three is identified at the Registry as property number 18,802, recorded at page 61 of volume 510 of Cabo Rojo, Section of San Germán of the Registry. ----------

---The tax identification number assigned to Property Three by the Municipal Revenue Collection Center ("CRIM") is 402-018-327-42-000. ----------

---Property Three was acquired by SELLER through Deed Number Eighty-Nine (89), executed in San Juan, Puerto Rico, on March eight (8), two thousand twenty-three (2023), before Notary Steven O. Morales Pabón, filed and pending recordation at the Registry at entry 2023-034228-SG01. ----------

---Property Three is free of liens and encumbrances. ----------

----------**PROPERTY FOUR (4)** ----------

---**"RUSTICA:** Parcela número ciento setenta y cuatro (174), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas y en lindes: por el NORTE, con la parcela número setenta y nueve (79) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número sesenta y cuatro (64) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número ciento setenta y nueve (179) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número veintinueve (29) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."

---Property Four is identified at the Registry as property number 18,809,

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recorded at page 103 of volume 510 of Cabo Rojo, Section of San Germán of the Registry. ----------

---The tax identification number assigned to Property Four by the Municipal Revenue Collection Center ("CRIM") is 402-018-327-41-000. ----------

---Property Four was acquired by SELLER through Deed Number Eighty-Nine (89), executed in San Juan, Puerto Rico, on March eight (8), two thousand twenty-three (2023), before Notary Steven O. Morales Pabón, filed and pending recordation at the Registry at entry 2023-034228-SG01. ----------

---Property Four is free of liens and encumbrances. ----------

---Property One, Property Two, Property Three and Property Four will be jointly referred to hereinafter as, the "Property". ----------

----------**PURCHASE AND SALE**----------

---**SECOND:** SELLER hereby sells, conveys and transfers fee simple title ("*pleno dominio*") to the Property and the possession thereof to BUYER, and BUYER hereby purchases from SELLER fee simple title to the Property and the possession thereof, in accordance with the following ----------

----------**TERMS AND CONDITIONS:** ----------

-----One**:** The purchase price of the Property is the lump-sum of **TWO MILLION DOLLARS ($2,000,000)** (hereinafter the "Purchase Price"). The Purchase Price is not subject or conditioned to an appraisal report or survey, and SELLER shall have no obligation to adjust or reduce the Purchase Price as a result of any appraisal report(s) or survey(s) obtained by BUYER or anybody else. Of the Purchase Price, (i) the sum of FIVE HUNDRED THOUSAND DOLLARS ($500,000) corresponds to PROPERTY ONE (1); (ii) the sum of FIVE HUNDRED THOUSAND DOLLARS ($500,000) corresponds to PROPERTY TWO (2); (iii) the sum of FIVE HUNDRED THOUSAND DOLLARS ($500,000)

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corresponds to PROPERTY THREE (3); and (iv) the sum of FIVE HUNDRED THOUSAND DOLLARS ($500,000) corresponds to PROPERTY FOUR (4). ----------

-----Two: The Purchase Price has been paid in full by BUYER to SELLER simultaneously with, or prior to, the execution of this public deed, and SELLER hereby acknowledges receipt thereof in form and substance acceptable to SELLER.----------

-----Three: This public deed entitles BUYER to the immediate possession of the Property, without any additional formality, document or request. ----------

-----Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of SELLER and, thereafter, for the account of BUYER.------

-----Five: SELLER hereby delivers to BUYER fee simple title to the Property, vacant, and free and clear of all liens, encumbrances or defects,

-----Six: BUYER specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) SELLER hereby sells and BUYER hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) except only as set forth in sub-paragraph Ten of this paragraph SECOND, BUYER is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from SELLER or any of SELLER's agents employees, members, representatives, attorneys or brokers (each such party a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by SELLER to BUYER (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the

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Property or any aspect or portion thereof (including, without limitation, structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities, electrical, mechanical HVAC, plumbing, sewage, and utility systems, facilities, and appliances, soils, geology, and groundwater); (b) the dimensions, area, and lot size of the Property and the square footage of the buildings or improvements located thereon, if any, or of any tenant space therein; (c) the development or income potential, or rights of or relating to, the Property or the Property's use, habitability, merchantability, or fitness, or the suitability, value, or adequacy of the Property for any particular purpose, (d) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of BUYER or any other person to obtain any necessary governmental approvals, licenses, or permits for BUYER's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters regarding the operation of the Property. BUYER expressly acknowledges and agrees that, except only as set forth in sub-paragraph Ten of this Paragraph SECOND, BUYER is not relying on any representation or warranty of SELLER or any Seller Affiliate, whether implied, presumed or expressly provided at law or otherwise, arising by virtue of any statute, common law, or other legally binding right or remedy in favor of BUYER; and (iii) BUYER is aware that SELLER has no permits, plans or other similar documents related to the Property, which was acquired by SELLER through a deed of transfer in

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lieu of payment ("*Dación en Pago*") as per Deed Number Eighty-Nine (89), executed on March eight (8), two thousand twenty three (2023), before Notary Steven O. Morales Pabón. BUYER further acknowledges and agrees that SELLER is under no duty to make any inquiry regarding any matter that may or may not be known to SELLER or any Seller Affiliate. Upon execution of this public deed, BUYER shall assume the risk of adverse matters relating to adverse investigations, and BUYER, upon execution of this public deed, shall be deemed to have waived, relinquished and released SELLER and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which BUYER might have asserted or alleged or may assert or allege in the future against SELLER or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution of this public deed. ----------

JORGE A. MORALES CORDERO
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-----Seven: The notarial fees, stamps on the original, stamps on the first certified copy and recording rights of this public deed at the Registry will be paid by BUYER. ----------

-----Eight: This public deed will be interpreted and governed in accordance with the laws of Puerto Rico. The appearing parties submit themselves to the exclusive jurisdiction of the Court of First Instance of the Commonwealth of Puerto Rico in the event of any litigation arising out of this public deed. ----------

6.J.F.R.

-----Nine: All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties: ----------

---------TO SELLER: ----------

---------ORIENTAL BANK ----------

---------PO Box 195115 ----------
---------San Juan, PR 00919-5115 ----------

---------Attention: María M. Cotto-Febo----------
---------Electronic Mail: mmcotto@orientalbank.com ----------

---------TO BUYER:----------

---------CABO ROJO LAND ACQUISITION LLC----------
---------733 Third Avenue ----------
---------New York, NY 10017----------
---------Attention: Eileen Sawyer ----------
---------Electronic Mail: roberto.ruiz@ccgc.com.do ----------

-----Ten: SELLER represents and warrants to BUYER that, to the best of SELLER's knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances. EXCEPT FOR THE FOREGOING REPRESENTATION, BUYER ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER BY SELLER OR ANY AGENT, OFFICER, EMPLOYEE OR REPRESENTATIVE THEREOF REGARDING THE PROPERTY. BUYER HEREBY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS SALE IS MADE WITHOUT REPRESENTATION, COVENANT OR WARRANTY OF ANY KIND (WHETHER EXPRESS, IMPLIED OR STATUTORY) BY SELLER. ----------

-----Eleven: The appearing parties acknowledge that Mr. José Enrique Pérez Cruz (the "BROKER"), real estate broker with Puerto Rico license number ten thousand four hundred seventy-eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the object of this purchase and sale deed. The fees to Mr. Pérez Cruz and his associates, if any, for said service are the responsibility of BUYER and BUYER represents that they have been paid by BUYER to BROKER simultaneously with the execution of this public deed. Said fees amount to ONE HUNDRED THOUSAND DOLLARS ($100,000), equivalent to five per cent (5%) of the Purchase Price of the Property.----------

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-----Twelve: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed. ----------

-----Thirteen: In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the remaining provisions of this public deed will continue in full force and effect.----------

-----Fourteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver such documents or instruments, public or private, which may be necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any correction deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of BUYER, except that each party shall bear the fees of their respective counsel.----------

-----Fifteen: This Deed constitutes the entire agreement of the parties regarding the sale and transfer of the Property, and supersedes any prior agreement, written or oral, with respect thereto. ----------

---**THIRD:** The Notary advises BUYER as to the importance of filing the corresponding property change of ownership application before the CRIM, and to obtain, prior to the execution of this deed, a certification indicating whether any sums related to property taxes are owed by SELLER. Pursuant to applicable law, BUYER is responsible for filing at the CRIM the corresponding application for change of ownership within thirty (30) days from the execution hereof. BUYER hereby declares that it is fully aware of the aforementioned obligations and releases the subscribing Notary from this responsibility.----------

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

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----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed as drafted, to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ----------

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstract was prepared by RAC Title Search, Inc., and is dated March twenty-four (24) two thousand twenty-three (2023); ----------

-----(c) that after the date of such title abstract and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry of the Property of Puerto Rico that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry of the Property of Puerto Rico as of the date of the title abstract.----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry of the Property of Puerto Rico, or direct corroboration by examining the books of the Registry of the Property of Puerto Rico, and that the negative certification of the Registry of the Property of Puerto Rico does not exclude the possibility of liens recorded after the date of the certification;----------

-----(e) of the right of the BUYER to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates BUYER in the

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event that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood-prone zone, the owner or party in possession of the Property is required to comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.; ----------

-----(g) of the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property; ----------

-----(h) of the importance of recording a copy of this Deed at the Registry, the costs relating thereto and of the consequences of not filing a certified copy of this Deed at the Registry; ----------

-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property; ----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations; ----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its content. ----------

-----(l) The appearing parties are hereby informed that the Notary has the obligation to file an informative return in connection with the records on taxation of the Property with the Puerto Rico Department of the Treasury, for which reason the appearing parties have the obligation to provide the Notary with the information necessary for the filing of the same, which must be accurate and complete. The Notary also advised SELLER of its obligation to include any long-term capital gain resulting from the sale of the Property in its income tax return, for which it must determine the

JORGE A. MORALES CORDERO ABOGADO NOTARIO

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gain, if any, and comply with the tax obligation that determines the law. I, the Notary, attest that the appearing parties have provided me with the necessary information for the preparation of the *Informative Return on Segregation, Grouping or Transfer of Real Estate* and said parties assured me that the information is correct; and ----------

-----(m) That if any structure on the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et seq.*, is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Seller, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the seller and its agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed.----------

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----------**READING, ACCEPTANCE AND EXECUTION** --------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon

the appearing parties signed this Deed before me, and affixed their initials on each page thereof.----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

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MORELL • CARTAGENA • DAPENA

JORGE ANTONIO MORALES CORDERO

Plaza 273 Suite 700
273 Ponce de León
San Juan, PR 00917-1934
787-723-1233; 787-729-1974
jorge.morales@mbcdlaw.com

CERTIFIED COPY OF DEED NUMBER THREE (3)

PURCHASE AND SALE

EXECUTED IN SAN JUAN, PUERTO RICO
ON MARCH 24, 2023

BEFORE:

JORGE ANTONIO MORALES CORDERO

BY:

PLAYA RUSTICA LLC
(SELLER);

CABO ROJO LAND ACQUISITION LLC
(BUYER);

AND

JOSÉ ENRIQUE PÉREZ CRUZ
(BROKER)

----------**DEED NUMBER THREE (3)** ----------

----------**PURCHASE AND SALE**----------

---In the Municipality of San Juan, Commonwealth of Puerto Rico, on this twenty-fourth (24th) day of March, two thousand twenty-three (2023). ---

---------- **BEFORE ME**----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with offices and residence in San Juan, Puerto Rico. ----------

---------- **APPEAR** ----------

---**AS THE PARTY OF THE FIRST PART: PLAYA RUSTICA LLC** (hereinafter referred to as "SELLER"), a limited liability company organized, existing and in good standing in accordance with the laws of the Commonwealth of Puerto Rico, represented herein by its President, EUGENIO SUÁREZ RIVERA, who is of legal age, single, business executive and resident of Cabo Rojo, Puerto Rico, and whose authority to represent SELLER in this public deed arises from Certificate of Resolution of Playa Rústica LLC, signed by Eugenio Suárez Rivera in his capacity as President of Playa Rústica LLC, in San Juan, Puerto Rico, on March twenty-four (24), two thousand twenty-three (2023), under Affidavit Number four thousand two hundred twenty (4,220) of Notary Public José Antonio Díaz Brugueras. I, the Notary, hereby certify that I have examined the original of the aforesaid Certificate of Resolution of Playa Rústica LLC, and that, in my opinion, it is adequate and sufficient, and complies with all legal requirements needed to authorize Eugenio Suárez Rivera to appear herein on behalf of SELLER. ----------

---**AS THE PARTY OF THE SECOND PART:** CABO ROJO LAND ACQUISITION LLC (hereinafter referred to as "BUYER"), a limited liability company organized, existing and in good standing in accordance with the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, GLADYS OMAYRA FONTÁNEZ REYES, who is of legal age, single, attorney at law and resident of San

Juan, Puerto Rico, and whose authority to represent BUYER in this public deed arises from the Certificate of Resolution of BUYER signed by Eileen Sawyer, in her capacity of Manager of BUYER, on March sixteen (16) two thousand twenty three (2023), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engine of the Department of State of the State of New York. I further certify that I have examined the original of the aforesaid Certificate of Resolution of Cabo Rojo Land Acquisition LLC, and that, in my opinion, it is adequate and sufficient, and complies with all legal requirements needed to authorize Ms. Fontánez Reyes to appear herein on behalf of BUYER. ----------

---**AS THE PARTY OF THE THIRD PART:** JOSÉ ENRIQUE PÉREZ CRUZ, also known as José E. Pérez (hereinafter referred to as "BROKER"), who is of legal age, married, real estate broker and resident of Bayamón, Puerto Rico.----------

---I, the Notary, do hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgement they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily, ----------

----------**STATE AND AGREE** ----------

---**FIRST:** SELLER is the sole owner of fee simple title ("*pleno dominio*") and has the possession of the two (2) parcels of land respectively described in the Spanish language, in the San Germán Section of the Registry of the Property of Puerto Rico (the "Registry"), as follows: ----------

----------**PROPERTY ONE (1)**----------

---**"RUSTICA:** Parcela número setenta y ocho (78), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO (5) CUERDAS, equivalentes a un (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas, y en lindes; por el NORTE, con el Mar Caribe; por el SUR, con la parcela número treinta y ocho (38) y servidumbre de paso de diez (10.00) metros de ancho,

de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número setenta y nueve (79) y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número setenta y siete (77) y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela." ----------

---PROPERTY ONE is identified in the Registry as property number eighteen thousand eight hundred seven (18,807), recorded at page 91 of volume 510 of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

---PROPERTY ONE was acquired by Seller through deed number twenty-seven (27), executed in San Juan, Puerto Rico, on June seven (7), two thousand nineteen (2019), before notary public Daniel García Chamorro, recorded in the Registry at the Karibe Volume of Cabo Rojo, Section of San Germán of the Registry, ninth (9th) inscription. ----------

---The real property tax identification number ("*número de catastro*") assigned by the Municipal Revenue Collection Center ("CRIM") to PROPERTY ONE is three hundred seventy-nine dash zero zero zero dash zero zero nine dash zero two dash zero zero zero (379-000-009-02-000).

---By its origin, PROPERTY ONE is free and clear of liens and encumbrances. By itself, PROPERTY ONE is subject to the following liens and encumbrances:----------

-----A. Restrictive Covenants about Edification and Agricultural Use, constituted as per deed number seventy-four (74), executed in Mayaguez, Puerto Rico, on November twenty (20), nineteen hundred seventy four (1974), before notary public Juan Jesús Ramírez Rivera, recorded at page 94 of volume 510 of Cabo Rojo, Section of San Germán of the Registry, first (1st) inscription. ----------

-----B.—Mortgage (the "Cancelled Mortgage") guaranteeing a mortgage note (the "Cancelled Mortgage Note") to the order of its bearer, in the principal sum of SIX HUNDRED THOUSAND DOLLARS ($600,000), of which THREE HUNDRED THOUSAND DOLLARS ($300,000) correspond to PROPERTY ONE (1), with interest at the rate of six per cent (6%) per annum, due on June first (1st), two thousand twenty five

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(2025), constituted as per deed number twenty eight (28), executed in San Juan, Puerto Rico, on June seven (7), two thousand nineteen (2019), before notary public Daniel García Chamorro, recorded at the Karibe volume of Cabo Rojo, Section of San Germán of the Registry, tenth (10th) inscription. The Cancelled Mortgage and the Cancelled Mortgage Note were cancelled pursuant to Deed Number Four (4) of Cancellation of Mortgage Note, executed in San Juan, Puerto Rico on January 20, 2022, which was filed and is pending recordation in the Registry at Karibe entry two thousand twenty-two dash one one five zero one seven dash "SG" zero one (2022-115017-SG01) (the "Deed of Cancellation of Mortgage").

----------**PROPERTY TWO (2)**----------

---**"RUSTICA:** Parcela número setenta y nueve (79), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO (5) CUERDAS, equivalentes a un (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas, y en lindes; por el NORTE, en una distancia de cincuenta y dos punto sesenta y dos (52.62) metros lineales, con el Mar Caribe; por el SUR, en una distancia de cincuenta y dos punto cincuenta y siete (52.57) metros lineales, con una servidumbre de diez (10.00) metros de ancho, cinco (5) de los cuales pertenecen a esta parcela y que la separa de la parcela ciento setenta y cuatro (174) de Enrique Carlo Aymat; por el ESTE, en una distancia de trescientos setenta y cuatro punto veinticuatro (374.24) metros lineales, con la parcela número uno (1) de la finca siete mil seiscientos tres (7,603) de Enrique Carlo Aymat; y por el OESTE, en una distancia de trescientos setenta y cuatro punto sesenta y seis (374.66) metros lineales, con la parcela setenta y ocho (78)."----------

---PROPERTY TWO is identified in the Registry as property number eighteen thousand eight hundred eight (18,808), recorded at page 97 of volume 510 of Cabo Rojo, Section of San Germán of the Registry.-------

---PROPERTY TWO was acquired by Seller through deed number twenty-seven (27), executed in San Juan, Puerto Rico, on June seven (7), two thousand nineteen (2019), before notary public Daniel García Chamorro, recorded at the Karibe Volume of Cabo Rojo, Section of San Germán of the Registry, eighth (8th) inscription. ----------

---The real property tax identification number ("*número de catastro*") assigned by the Municipal Revenue Collection Center ("CRIM") to PROPERTY TWO is three hundred seventy-nine dash zero zero zero dash zero zero nine dash zero three dash zero zero zero (379-000-009-03-000).

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---By its origin, PROPERTY TWO is free and clear of liens and encumbrances. By itself, PROPERTY TWO is subject to the following liens and encumbrances:----------

-----C. Restrictive Covenants about Edification and Agricultural Use, constituted as per deed number seventy-four (74), executed in Mayagüez, Puerto Rico, on November twenty (20), nineteen hundred seventy-four (1974), before notary public Juan Jesús Ramírez Rivera, recorded at page 94 of volume 510 of Cabo Rojo, Section of San Germán of the Registry, first (1st) inscription. ----------

-----D. The Cancelled Mortgage and the Cancelled Mortgage Note, which were cancelled pursuant to the Deed of Cancellation of Mortgage. -------

---PROPERTY ONE and PROPERTY TWO will be sometimes jointly referred to hereinafter as the "Property". ----------



---**SECOND:** On September twenty-six (26), two thousand twenty-two (2022), SELLER granted to BUYER's affiliate, PR INVESTCO LLC ("PR Investco"), an option to purchase the Property, pursuant to an Option Agreement (the "Option Agreement") executed on said date. The parties hereto acknowledge and agree that PR Investco has assigned to BUYER all of its rights and obligations under the Option Agreement, and that BUYER is the permitted assignee and successor of PR Investco thereunder.----------

----------**PURCHASE AND SALE** ----------

---**THIRD:** In accordance with the Option Agreement, SELLER hereby sells, conveys and transfers fee simple title ("*pleno dominio*") to the Property and the possession thereof to BUYER, and BUYER hereby purchases from SELLER fee simple title ("*pleno dominio*") to the Property and the possession thereof, in accordance with the following---

----------**TERMS AND CONDITIONS**----------

-----**One:** The purchase price of the PROPERTY is the lump sum of FIVE MILLION DOLLARS ($5,000,000) (hereinafter the "Purchase Price"). The Purchase Price is not subject or conditioned to an appraisal report,

and the SELLER shall have no obligation to adjust or reduce the Purchase Price as a result of any appraisal report(s) obtained by BUYER or anybody else. Of the Purchase Price, the lump sum of TWO MILLION FIVE HUNDRED THOUSAND DOLLARS ($2,500,000) corresponds to PROPERTY ONE, and the lump sum of TWO MILLION FIVE HUNDRED THOUSAND DOLLARS ($2,500,000) corresponds to PROPERTY TWO. ----------

-----**Two:** The Purchase Price is payable as follows:----------

----------A. The sum of TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000) was paid by BUYER to SELLER simultaneously with the execution of the Option Agreement. Of said sum, (i) one hundred twenty-five thousand dollars ($125,000) are applied to the purchase price of PROPERTY ONE, and (ii) one hundred twenty-five thousand dollars ($125,000) are applied to the purchase price of PROPERTY TWO. ------

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----------B. The sum of TWO MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($2,750,000) has been paid by BUYER to SELLER simultaneously with the execution of this public deed, and SELLER hereby acknowledges receipt thereof in form and substance acceptable to BUYER. Of said sum, (i) ONE MILLION THREE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($1,375,000) correspond to PROPERTY ONE, and (ii) ONE MILLION THREE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($1,375,000) correspond to PROPERTY TWO. ----------

----------C. The balance of the Purchase Price, net of the payments mentioned in the preceding two paragraphs, is the amount of TWO MILLION DOLLARS ($2,000,000), of which ONE MILLION ($1,000,000) corresponds to PROPERTY ONE, and ONE MILLION ($1,000,000) corresponds to PROPERTY TWO. Said balance will be referred to hereinafter as the "Deferred Purchase Price". The Deferred Purchase Price shall be paid by BUYER to SELLER in four (4) annual installments of FIVE HUNDRED THOUSAND DOLLARS ($500,000)

each, respectively, each due on March twenty-four (24), two thousand twenty four (2024), March twenty-four (24), two thousand twenty five (2025), and March twenty-four (24), two thousand twenty six (2026); plus (ii) a final installment of FIVE HUNDRED THOUSAND DOLLARS ($500,000) which will mature and will be due on September twenty-four (24), two thousand twenty six (2026). Of each of said four (4) installments of FIVE HUNDRED THOUSAND DOLLARS ($500,000), the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000) will correspond to PROPERTY ONE, and the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000) will correspond to PROPERTY TWO. Each payment of the Deferred Purchase Price shall be made by BUYER to SELLER by wire transfer in immediately available funds or in manager's check, without deduction or offset of any kind or proration and without requirement or notice from SELLER. The outstanding principal balance of the Deferred Purchase Price will earn interest at the rate of four percent (4%) per annum, commencing on the date of execution of this public deed and until full payment thereof.------

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-----**Three:** The Deferred Purchase Price is evidenced, secured and guaranteed by a mortgage note in the principal sum of TWO MILLION DOLLARS ($2,000,000) (hereinafter the "Two Million Dollar Mortgage Note"), which will be guaranteed by a first mortgage in the principal sum of TWO MILLION DOLLARS ($2,000,000) (the "Two Million Dollar Mortgage") encumbering the Property, of which the principal sum of ONE MILLION DOLLARS ($1,000,000) will correspond to PROPERTY ONE and the principal sum of ONE MILLION DOLLARS ($1,000,000) will correspond to PROPERTY TWO. A copy of the Two Million Dollar Mortgage Note is attached hereto and made an integral part hereof as Exhibit A. The Two Million Dollar Mortgage which guarantees the Two Million Dollar Mortgage Note has been constituted pursuant to Deed Number Two (2), executed as of the date hereof before Notary Public José Antonio Díaz Brugueras. SELLER hereby acknowledges

receipt of the original of the Two Million Dollar Mortgage Note.---------

---**Four:** This public deed entitles BUYER to the immediate possession of the Property, without any additional formality, document or request. -

---**Five:** All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of SELLER and, thereafter, those corresponding exclusively to any period after this date, for the account of BUYER. ----------

---**Six:** SELLER hereby delivers to BUYER fee simple title ("*pleno dominio*") to the Property, vacant, and free and clear of liens, encumbrances or defects, "as is, where is", subject only to the lien of the Two Million Dollar Mortgage and to the restrictive covenants mentioned in paragraph FIRST of this public deed. ----------

---**Seven:** BUYER specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) SELLER hereby sells and BUYER hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) BUYER is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from SELLER or any of SELLER's agents employees, members, representatives, attorneys or brokers (each such party a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by SELLER to BUYER (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof (including, without limitation, structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities, electrical, mechanical HVAC, plumbing, sewage, and utility systems, facilities, and appliances, soils, geology, and groundwater); (b) the dimensions, area, and lot size of the Property and the square footage

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of the buildings or improvements located thereon, if any, or of any tenant space therein; (c) the development or income potential, or rights of or relating to, the Property or the Property's use, habitability, merchantability, or fitness, or the suitability, value, or adequacy of the Property for any particular purpose, (d) the zoning of the Property or any other public or private restrictions on the use of the Property unknown to Seller, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of BUYER or any other person to obtain any necessary governmental approvals, licenses, or permits for BUYER's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters regarding the operation of the Property. BUYER expressly acknowledges and agrees that BUYER is not relying on any representation or warranty of SELLER or any Seller Affiliate, whether implied, presumed or expressly provided at law or otherwise, arising by virtue of any statute, common law, or other legally binding right or remedy in favor of BUYER. BUYER further acknowledges and agrees that SELLER is under no duty to make any inquiry regarding any matter that may or may not be known to SELLER or any Seller Affiliate. Upon execution of this public deed, BUYER shall assume the risk of adverse matters relating to adverse investigations, and BUYER, upon execution of this public deed, shall be deemed to have waived, relinquished and released SELLER and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), unknown to SELLER, which BUYER might have asserted or alleged or may assert or allege in the future against SELLER or any Seller Affiliate at any time by reason of or arising out of

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any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution this public deed.----------

---**Eight:** The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of this public deed will be paid by BUYER. The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of the Two Million Dollar Mortgage will also be paid by BUYER.----------

---**Nine:** This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of the Commonwealth of Puerto Rico in the event of any litigation pursuant to this public deed. ----------

---**Ten:** All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties: ----------

----------TO SELLER: ----------
----------PLAYA RUSTICA LLC----------
----------PO Box 971 ----------
----------Boquerón, PR 00622----------
----------Electronic Mail: eugeniosuarezpr@gmail.com ----------
----
----------TO BUYER: ----------
----------CABO ROJO LAND ACQUISITION LLC ----------
----------733 Third Avenue----------
----------New York, NY 10017 ----------
----------Attention: Eileen Sawyer----------
----------Electronic Mail: roberto.ruiz@ccgc.com.do----------
----
----------TO BROKER: ----------
----------Calle Cádiz 1218 ----------
----------Puerto Nuevo ----------
----------San Juan, PR 00920----------
----------Attention: José Enrique Pérez Cruz ----------
----------Electronic Mail: passportre@gmail.com----------

---**Eleven:** SELLER represents and warrants to BUYER that, to the best of SELLER's knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or

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contaminating substances. EXCEPT FOR THE FOREGOING REPRESENTATION, BUYER ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER BY SELLER OR ANY AGENT, OFFICER, EMPLOYEE OR REPRESENTATIVE THEREOF REGARDING THE PROPERTY. BUYER HEREBY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS SALE IS MADE WITHOUT REPRESENTATION, COVENANT OR WARRANTY OF ANY KIND (WHETHER EXPRESS, IMPLIED OR STATUTORY) BY SELLER.----------

---**Twelve:** The appearing parties acknowledge that the BROKER, José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy-eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the subject of this purchase and sale. The fees to Mr. Pérez Cruz and his associates, if any, for said service are the responsibility of BUYER and have been paid by BUYER to BROKER simultaneously with the execution of this public deed. Said fees amount to TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000), equivalent to five percent (5%) of the Purchase Price of the Property, and BROKER hereby acknowledges receipt thereof in form and substance acceptable to BROKER. ----------

---**Thirteen:** The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed.----------

---**Fourteen:** In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgement or judicial order, then and in that event, the rest of this public deed will continue in full force and effect. ----------

---**Fifteen:** The parties hereto agree and oblige themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver

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whatever documents or instruments, public or private, which may be necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any Rectification Deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of BUYER, except that each party shall bear the fees of their respective counsel. ----------

---**FOURTH:** The Notary advises BUYER as to the importance of filing the corresponding Property Tax Exemption and/or Change of Ownership Applications in the Municipal Revenue Collection Center (CRIM), and to obtain before the execution of this Deed, a Certification indicating whether the Property owes any sums related to property taxes. According to the Law, BUYER is responsible for filing at the Municipal Revenue Collection Center (CRIM) within the next thirty (30) days the corresponding application for Property Tax Exemption and /or Change of Ownership. The BUYER hereby declares that it is fully aware of the above-mentioned obligations and releases the subscribing Notary from this responsibility.----------

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----------**ACCEPTANCE AND WARNINGS**----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed as drafted, to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following:----------

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing notary public, and therefore, the parties agree to release the notary public from any and all liabilities with respect to any errors or omissions committed

in the preparation of such title abstract. Said title abstract was prepared by Capital Title Services Inc., and dated March sixteen (16), two thousand twenty-three (2023); ----------

-----(c) that subsequent to the date of such title abstract and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry of the Property of Puerto Rico that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry of the Property of Puerto Rico as of the date of the title abstract. ----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry of the Property of Puerto Rico, or direct corroboration by examining the books of the Registry of the Property of Puerto Rico, and that the negative certification of the Registry of the Property of Puerto Rico does not exclude the possibility of liens recorded after the date of the certification; ----------

-----(e) the right of the BUYER to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights. ----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.;----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property; ----------

-----(h) of the importance of recording a copy of this Deed in the Registry of the Property of Puerto Rico, the costs relating thereto and of the consequences that would result if a certified copy of this Deed is not recorded in the Registry of the Property of Puerto Rico; ----------

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-----(i) of the desirability of performing a search of the records of the Municipal Revenue Collection Center (CRIM) to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property; ----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations; ----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its content.----------

-----(l) of the need and consequences of filing the "*Planillas Informativas Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles*" with the Puerto Rico Treasury Department; and----------

-----(m) that they have received the orientation required by the Federal Law for the reduction of risks provoked by lead based paints in residential dwellings ("Residencial Lead-Paint Hazard Reduction Act", 42 U.S.C. §§ 4851 et seq.). In addition, it has been complied with the Disclosure Rule required by the Housing and Urban Development Department of the United States of America (HUD) and the Environmental Protection Agency (EPA) about the reach of these warnings in case there exists a structure in the Property, leaving the authorizing Notary free of any responsibility to this effect. ----------

----------READING, ACCEPTANCE AND EXECUTION---------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed as drafted, to their entire satisfaction, having I, the Notary Public, made to the appearing parties the necessary legal warnings concerning its execution. I, the Notary, hereby certify that this Deed was read by the persons appearing herein; that I advised them of their right to have witnesses present at the execution hereof, which right they have waived; that they acknowledge that they understand the

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contents of this Deed and the legal effects thereof; and that thereupon they signed this Deed before me and affixed their initials to each and every page hereof. ----------

---As to everything else contained in this public instrument, I the Notary, ATTEST AND GIVE FAITH. ----------

---Signed, sealed, marked and flourished by the authorizing Notary, Jorge Antonio Morales Cordero.----------

---Therein also appear the signature of the appearing parties and their initials on the margin of each page. The corresponding internal revenue stamps, legal assistant stamps and the notarial tax stamp are adhered thereon. ------

---I, the Notary, CERTIFY that the foregoing is a true and exact copy of Deed Number Three (3), which contains sixteen (16) pages (folios), the original of which forms part of my protocol of public instruments for the year two thousand twenty-three (2023).----------

---IN WITNESS WHEREOF, and to deliver to Cabo Rojo Land Acquisition LLC, I issue the first certified copy, which I sign, seal, mark and flourish in San Juan, Puerto Rico, on March twenty-four (24), two thousand twenty-three (2023). ----------

Notary Public

JORGE A. MORALES CORDERO
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EXHIBIT A

MORTGAGE NOTE

PRINCIPAL SUM: TWO MILLION DOLLARS ($2,000,000)

FOR VALUE RECEIVED, the undersigned promises to pay to the order of PLAYA RUSTICA LLC ("Mortgagee"), the principal sum of TWO MILLION DOLLARS ($2,000,000), plus interest on the outstanding principal balance of this note, at the rate of FOUR PERCENT (4%) per annum, starting on the date hereof and until full payment thereof. The aforesaid principal sum will be paid by the undersigned to the order of mortgagee in four (4) installments of FIVE HUNDRED THOUSAND DOLLARS ($500,000) each, respectively maturing on the following dates:

(i) A first (1st) installment of principal of FIVE HUNDRED THOUSAND DOLLARS ($500,000), maturing on March twenty-four (24), two thousand twenty-four (2024);
(ii) A second (2nd) installment of principal of FIVE HUNDRED THOUSAND DOLLARS ($500,000), maturing on March twenty-four (24), two thousand twenty-five (2025);
(iii) A third (3rd) installment of principal of FIVE HUNDRED THOUSAND DOLLARS ($500,000), maturing on March twenty-four (24), two thousand twenty-six (2026); and
(iv) A fourth (4th) installment of principal of FIVE HUNDRED THOUSAND DOLLARS ($500,000), maturing on September twenty-four (24), two thousand twenty-six (2026).

The aforesaid interest will be payable in installments maturing simultaneously with the aforesaid principal installments.

Any delay of fifteen (15) or more calendar days in the payment of any principal or interest installment will constitute a default hereunder and will trigger the accelerated maturity of all principal and interest then due hereunder.

The undersigned hereby waives presentment, protest, demand and notice of non-payment.

In the event the Mortgagee shall take recourse to foreclosure or other judicial proceedings for the collection of all or any of the principal hereof or any interest hereon, the undersigned hereby agrees to pay an additional amount equal to ten percent (10%) of the principal amount of this Mortgage Note as a liquidated amount without necessity of further liquidation or approval by the Court to cover costs and expenses (including reasonable attorneys' fees and expenses) of such foreclosure or judicial proceedings.

This mortgage note is secured by a mortgage encumbering real estate, as it appears from Deed Number Two (2), executed on March twenty-four (24), two thousand twenty-three (2023), in San Juan, Puerto Rico, before the undersigned notary public, and the mortgagee shall be entitled to the benefit and security of all of the provisions and conditions set forth in said deed of mortgage.

In San Juan, Puerto Rico, on this twenty-fourth (24th) day of March, two thousand twenty-three (2023).

CABO ROJO LAND ACQUISITION LLC

By: _____
Name: Gladys Omayra Fontanez Reyes
Title: Authorized Representative

Affidavit Number: -4221-

Acknowledged and subscribed before me in San Juan, Puerto Rico, on this twenty-fourth (24th) day of March, two thousand twenty three (2023), by Gladys Omayra Fontanez Reyes, of legal age, single, attorney at law and resident of San Juan, Puerto Rico, in her capacity as Authorized Representative of Cabo Rojo Land Acquisition LLC, who is personally known to me.

Notary Public

JORGE A. MORALES GORDERO ABOGADO-NOTARIO

JORGE A. DÍAZ BRUGUERAS ABOGADO-NOTARIO

RECIBO 4022-00979525 Sello 9998.2 9397 03/23/2023 $5.00 Sello de Asistencia Legal 80015-2023-0323-31414086

DEPARTAMENTO *de* JUSTICIA

ESTADO LIBRE ASOCIADO DE PUERTO RICO

CERTIFICACIÓN DEL NOTARIO QUE PRESENTA DOCUMENTO EN EL REGISTRO DE LA PROPIEDAD INMOBILIARIA DE PUERTO RICO POR LA VÍA TELEMÁTICA

CERTIFICO: Que la copia en formato PDF de la Escritura Núm. Tres (3) sobre "Purchase and Sale", autorizada por mí en San Juan, Puerto Rico, el veinticuatro (24) de marzo de dos mil veintitrés (2023), que se está presentando en esta fecha en el Registro de la Propiedad, es una copia fiel y exacta de la copia certificada de dicha escritura.

En San Juan, Puerto Rico, hoy veintiocho (28) de marzo de dos mil veintitrés (2023).

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

Notario

----------**ESCRITURA NUMERO: SETENTA Y DOS (72)**---------
---------- **DEED NUMBER SEVENTY TWO (72)**----------

----------**COMPRAVENTA**----------
----------**DEED OF SALE**----------

-----En San Juan, Puerto Rico, a los veintiséis (26) días del mes de octubre de año dos mil veintidós (2022).----------
---In San Juan, Puerto Rico, this Twenty Six (26) day of October of the year Two Thousand Twenty-Two (2022). ----------
---
----------**ANTE MI**----------
----------BEFORE ME----------

-----CARLOS TOMASSINI RAMIREZ, abogado y notario público, en y para el Estado Libre Asociado de Puerto Rico, con residencia y estudio abierto en San Juan, Puerto Rico.----------
---CARLOS TOMASSINI RAMIREZ, attorney and notary public, for the Commonwealth of Puerto Rico, with residence and offices located in San Juan, Puerto Rico----------
---
----------**COMPARECE**----------
----------**APPEAR**----------
---DE LA PRIMERA PARTE: *PUERTO RICO FARM CREDIT, ACA,* sucesor en derecho de la Puerto Rico Production Credit Association por la fusión de esta con el Federal Land Bank Association of San Juan, a tenor con la sección siete punto ocho (7.8) de la Ley del Congreso de los Estados Unidos de América conocida por el Agricultural Credit Act of 1987, título doce sección 2279 (c1), instrumentalidad del gobierno de los Estados Unidos con oficinas principales en San Juan, Puerto Rico, seguro social patronal número seis seis guión cero tres tres cero ocho seis ocho (66-0330868), representada en este acto RICARDO L. FERNANDEZ CRUZ, mayor de edad, casado, ejecutivo y vecino de San Juan, Puerto Rico. Las facultades del representante están acreditadas en la Resolución Corporativa del once (11) de febrero de dos mil veinte (2020), la cual ha sido revisada por el notario fedatario y cumple con todos los requisitos y formalidades de ley. Dichas facultades para este otorgamiento están acreditadas en el Registro de la ***Propiedad*** de Puerto Rico, denominada en este instrumento como "**LA VENDEDORA**".----------

-----AS PARTY OF THE FIRST PART: PUERTO RICO FARM CREDIT, ACA, succeeding in right of the Puerto Rico Production Credit Association by the fusion of this with the Federal one Land Bank Association of San Juan, to state with the section seven point eight (7,8) of the Law of the Congress of the United States of America known by the Farming one Credit Act of 1987, title twelve section 2279 (c1), instrumentality of the government of the United States with main offices in San Juan, Puerto Rico, represented in this act by RICARDO L. FERNANDEZ CRUZ, of legal age, married, executive and resident of San Juan, Puerto Rico. The faculties of the representative are creditable in the Corporate Resolution of the February eleven (11) of two thousand twenty (2020). In accordance with Articles Ten (10) and Two Hundred Twenty-nine (229) of Law Number Two Hundred Ten (210) of December eight (8), two thousand fifteen (2015), known as the "Real Estate Property Registry Law of the Commonwealth of Puerto Rico "I hereby certify that I have before me the mentioned Resolution and I also certify that it meets with the applicable requirements and formalities

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required by law, *hereinafter called* ***THE SELLER***.----------
---

---**DE LA SEGUNDA PARTE: CABO ROJO LAND ACQUISITION, LLC**, compañía de responsabilidad limitada constituida y existente bajo las leyes del Estado de Delaware, Estados Unidos de América, representada en esta escritura pública por su representante autorizado, Gladys Omayra Fontanez Reyes (en adelante "Gladys"), quien es mayor de edad, soltera, abogada y residente de San Juan, Puerto Rico, y que está autorizada para comparecer en representación del Comprador según Certificado de Resolución de Cabo Rojo Land Acquisition, LLC, ejecutado en octubre veintiséis (26), de dos mil veintidós (2022)), por Eileen Sawyer, como Gerente de Cabo Rojo Land Acquisition, LLC, en New York, Estados Unidos, ante notario público Eric Orenstein. Yo, el Notario, por la presente certifico que he revisado el original de dicho Certificado de Resolución, y que, en mi opinión, cumple con todos los requisitos legales necesarios para autorizar a Gladys a comparecer en esta escritura pública en nombre del Comprador", en adelante denominados como **LOS COMPRADORES**.----------

---***AS PARTY OF THE SECOND PART:*** **CABO ROJO LAND ACQUISITION, LLC**, a limited liability company organized and existing under the laws of the State of Delaware, United States of America, represented in this public deed by its authorized representative, Gladys Omayra Fontanez Reyes (hereinafter "Gladys "), who is of legal age, single, attorney at law and resident of San Juan, Puerto Rico, and who is authorized to appear herein on behalf of Buyer as per Certificate of Resolution of Cabo Rojo Land Acquisition, LLC, executed on October twenty six (26), two thousand twenty two (2022), by Eileen Sawyer, as Manager of Cabo Rojo Land Acquisition, LLC, in New York, United States, before notary public Eric Orenstein. I, the Notary, hereby certify that I have revised the original of said Certificate of Resolution, and that, in my opinion, it complies with all legal requirements necessary to authorize Gladys to appear in this public deed on behalf of Buyer". hereinafter called as **"THE BUYERS"**.--------
---

---**DOY FE** de conocer personalmente a los comparecientes, así como por sus dichos de su edad, estado civil, profesión y vecindad y la capacidad que comparecen aquí. Me aseguran tener, y a mi juicio tienen, la capacidad legal suficiente para este otorgamiento, y en tal virtud libremente: ----------
---

---**I ATTEST** of my personal knowledge of the appearing and through their verbal expressions of their age, civil status, profession and residence and the capacity that they appear herein. They assure and in my judgment they have enough legal capacity for the execution of this deed, by virtue of which they freely:----------
---

----------**EXPONEN**----------
---------- **STATE** ----------
---**PRIMERO**: Que las siguientes propiedades descritas más adelante en el idioma español según surge del Registro de la Propiedad de San Germán, pertenecen a "**LA VENDEDORA**".---
---

---**FIRST**: That the following properties described as it arises in the Spanish language, from the Registry of the Property of San Germán, belongs to ***THE SELLER***.----------
---

---**Descrita conforme a su inscripción PRIMERA, como**

CARLOS TOMASSINI RAMIREZ PUERTO RICO ABOGADO-NOTARIO

RLFC

6.D.F.R.

sigue:----------
---A) RUSTICA: Parcela Número Setenta y Siete (77) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.) equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes al NORTE, con el Mar Caribe; por el SUR, con parcela número treinta y ocho (38) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con parcela número setenta y ocho (78) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5) pertenecen a esta parcela y por el OESTE, con la parcela número setenta y seis (76) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5) pertenecen a esta parcela.----------
---Para uso de fines agrícola.----------

---Observación: En la inscripción segunda indica que la propiedad esta descrita conforme a la inscripción primera a diferencia que en el documento que en dicha inscripción se inscribió hoy linda por el NORTE, en una distancia de setenta y tres (73.00) metros lineales, con la zona marítima; por el SUR, en una distancia de setenta y uno punto cero cuatro (71.04) metros lineales, con la parcela de Enrique Carlo Aymat; por el ESTE, en una distancia de doscientos ochenta y nueve punto noventa y nueve (289.99) metros lineales, con la parcela número setenta y ocho (#78); y por el OESTE, en una distancia de doscientos ochenta y cinco punto sesenta (285.60) metros lineales, con una servidumbre de paso de diez (10.00) metros de ancho, cinco (5.00) de los cuales pertenecen a esta parcela y que la separa de la parcela número setenta y seis (#76), con una cabida de diecinueve mil seiscientos cincuenta y dos (19,652.00) metros cuadrados.----------

---Inscrita al folio noventa y seis (96) del tomo ochocientos cinco (805) de Cabo Rojo, finca número dieciocho mil ochocientos seis (18,806), Registro de la Propiedad de San Germán.----------

----------Catastro Número 379-000-009-01-000----------

---Descrita conforme a su inscripción SEPTIMA:----------
---B) RUSTICA: Parcela número ciento treinta y ocho (138), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalente a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, parcela número treinta y dos (32) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número seis (6) y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número quince (15) y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela y por el OESTE, con la parcela número treinta (30) y servidumbre de paso de diez (10.00) metros de los cuales cinco (5) pertenecen a esta parcela.-----
---Para uso de fines agrícola.----------

---Nota: En la primera inscripción describen el número de la

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parcela al Oeste dice treinta y uno (#31); en la inscripción tercera dice parcela treinta y uno (31) y en la última descripción de la finca que fue recuperada en los libros azules (ágora), el número de la parcela que dice al Oeste es la número treinta (#30) como se relacionan en este estudio.

---Inscrita al folio ciento cuarenta y dos (142) del tomo ochocientos sesenta y cuatro (864) de Cabo Rojo, finca número dieciocho mil setecientos sesenta y dos (18,762), Registro de la Propiedad de Cabo Rojo.----------

----------Catastro Número 402-018-327-35-000----------

---C) RUSTICA: Parcela número dieciséis (16), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalente a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con terrenos de los hermanos Ruiz y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5) metros, pertenecen a esta parcela; por el SUR, con la parcela número sesenta y cuatro (64) y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número ciento ochenta (180) y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela y por el OESTE, parcela número quince (15) y servidumbre de paso de diez (10.00) metros, de los cuales cinco (5) pertenecen a esta parcela.----------
---Para uso de fines agrícolas.----------

---Inscrita al folio trece (13) del tomo quinientos ocho (508) de Cabo Rojo, finca número dieciocho mil seiscientos noventa y cuatro (18,694), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-008-327-33-000----------

---Descrita conforme a su inscripción SEPTIMA:----------
---D) RUSTICA: Parcela número treinta y tres (33), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalente a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con terrenos de Víctor Quiles y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) metros, pertenecen a esta parcela; por el SUR, con la parcela número cinco (5) y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número ciento treinta y ocho (138) y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela y por el OESTE, con servidumbre de paso de veinte punto sesenta (20.60) metros de ancho.----------
---Para uso de fines agrícola.----------

---Nota: En la primera inscripción describen la finca por su linde Norte, con la parcela número ciento treinta y ocho (#138) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela y por el Oeste, con la parcela número treinta y nueve (#39) y servidumbre de paso de diez (10.00) metros de ancho de los

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cuales cinco (5.00) pertenecen a esta parcela. La última descripción de la finca es y fue recuperada en los libros azules (ágora) y el linde que consta por el Norte y Oeste es como se relacionan en este estudio.----------

---Inscrita al folio veinticinco (25) del tomo quinientos ocho (508) de Cabo Rojo, finca número dieciocho mil seiscientos noventa y seis (18,696), Registro de la propiedad de San Germán.----------

----------Catastro Número 402-018-327-36-000----------

---Descrita conforme a su inscripción SEPTIMA:----------
---E) RUSTICA: Parcela número quince (15) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalente a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, parcela número dieciséis (16) y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) metros, pertenecen a esta parcela; por el SUR, con la parcela número seis (6) y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número dieciséis (16) y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela y por el OESTE, con la parcela número ciento treinta y ocho (138) y servidumbre de paso de diez (10.00) metros, de los cuales cinco (5) pertenecen a esta parcela.----------
---Para uso de fines agrícolas.----------

---Inscrita al folio ciento cuarenta y ocho (148) del tomo ochocientos sesenta y cuatro (864) de Cabo Rojo, finca número dieciocho mil setecientos setenta y nueve (18,779), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-008-327-34-000----------

---Descrita conforme a la inscripción SEPTIMA, como sigue:
---F) RUSTICA: Parcela número cincuenta y cuatro (54) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes al NORTE, con terrenos de Merino Quirino Pedroso y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela; por el SUR, con la parcela número cincuenta y tres (53) y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con terrenos de Ricardo Enrique Carlo Díaz y por el OESTE, con la parcela número cincuenta y cinco (55).----------
---Para uso de fines agrícolas.----------

---Inscrita al folio treinta y cuatro (34) del tomo ochocientos sesenta y cuatro (864) de Cabo Rojo, finca número dieciocho mil setecientos siete (18,707), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-009-327-30-000----------

--Descrita conforme a la inscripción SEPTIMA, como sigue:-
---G) RUSTICA: Parcela número cincuenta y cinco (55),

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radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con terrenos de Merino Quirino Pedroso y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela; por el SUR, con la parcela número cincuenta y dos (52); por el ESTE, con la parcela número cincuenta y cuatro (54) y por el OESTE, con la parcela número cincuenta y seis (56).--
---Para uso de fines agrícolas.----------

---Inscrita al folio treinta y siete (37) del tomo ochocientos sesenta y cuatro (864) de Cabo Rojo, finca número dieciocho mil setecientos ocho (18,708), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-009-327-29-000----------

---Descrita conforme a la inscripción SEPTIMA, como sigue:
---H) RUSTICA: Parcela número cincuenta y seis (56), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con terrenos de Merino Quirino Pedroso y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela; por el SUR, con la parcela número cincuenta y dos (52); por el ESTE, con la parcela número cincuenta y cinco (55) y por el OESTE, con la parcela número cincuenta y siete (57).------
---Para uso de fines agrícolas.----------

---Inscrita al folio cuarenta y uno (41) del tomo ochocientos sesenta y cuatro (864) de Cabo Rojo, finca número dieciocho mil setecientos nueve (18,709), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-008-327-28-000----------

---Descrita conforme a la inscripción SEPTIMA, como sigue:
---I) RUSTICA: Parcela número cincuenta y siete (57), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con terrenos de Merino Quirino Pedroso y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela; por el SUR, con las parcelas números ciento ochenta (180) y cincuenta y dos (52); por el ESTE, con la parcela número cincuenta y seis (56) y por el OESTE, con terrenos de los hermanos Ruiz y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela.----------
---Para uso de fines agrícolas.----------

---Inscrita al folio cuarenta y cuatro (44) del tomo ochocientos sesenta y cuatro (864) de Cabo Rojo, finca número dieciocho mil setecientos diez (18,710), Registro de la propiedad de San Germán.----------

----------Catastro Número 402-008-327-27-000----------

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---J) RUSTICA: Parcela número ciento setenta y ocho (178), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con las parcelas números cinco (5), seis (6) y sesenta y cuatro (64) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela; por el SUR, con las parcelas números ciento setenta y seis (176) y sesenta y seis (66) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela; por el ESTE, con la parcela número treinta y dos (32) y por el OESTE, con la parcela número ciento setenta y seis (176) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela.----------
---Para uso de fines agrícolas.----------

---Inscrita al folio ciento ochenta y siete (187) del tomo ochocientos sesenta y cuatro (864) de Cabo Rojo, finca número dieciocho mil ochocientos trece (18,813), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-028-327-49-000----------

---Descrita conforme a su inscripción OCTAVA, como sigue:
---K) RUSTICA: Parcela número sesenta y nueve (69) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con la parcela número setenta y uno (71) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con el Mar Caribe; por el SUR, con la parcela número ochenta y tres (83) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con servidumbre de paso de diez (10.00) metros de ancho; por el ESTE, con la parcela número sesenta y ocho (68) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con la parcela número sesenta (70) y servidumbre de paso de diez (10.00) metros de ancho y por el OESTE, con la parcela número setenta (70) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con la parcela número ochenta y uno (81).----------
---Para uso de fines agrícolas.----------

---Inscrita al folio ciento treinta y nueve (139) del tomo quinientos ocho (508) de Cabo Rojo, finca número dieciocho setecientos quince (18,715), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-017-327-16-000----------

---Descrita conforme a su inscripción OCTAVA, como sigue:
---L) RUSTICA: Parcela número setenta (70) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y

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seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con la parcela número setenta y uno (71) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con el Mar Caribe; por el SUR, con la parcela número ochenta y uno (81) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con servidumbre de paso de diez (10.00) metros de ancho; por el ESTE, con la parcela número sesenta y nueve (69) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con la parcela número setenta y uno (71) y por el OESTE, con el Mar Caribe antes, hoy con la parcela número sesenta y nueve (69).----------
---Para uso de fines agrícolas.----------

---Inscrita al folio sesenta y dos (62) del tomo ochocientos sesenta y cuatro (864) de Cabo Rojo, finca número dieciocho setecientos dieciséis (18,716), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-007-327-15-000----------

---Descrita conforme a su inscripción OCTAVA, como sigue:
---M) RUSTICA: Parcela número ochenta y uno (81) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con la parcela número setenta (70) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con el Mar Caribe; por el SUR, con terrenos del Sr. José Fas antes, hoy con servidumbre de paso de diez (10.00) metros de ancho; por el ESTE, con la parcela número ochenta y dos (82) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con la parcela número sesenta y nueve (69) y por el OESTE, con la parcela número ochenta (80) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con la parcela número ochenta (80).-------
---Para uso de fines agrícolas.----------

---Inscrita al folio ciento setenta y cinco (175) del tomo quinientos ocho (508) de Cabo Rojo, finca número dieciocho mil setecientos veintiuno (18,721), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-007-327-17-000----------

---Descrita conforme a su inscripción OCTAVA, como sigue:
---N) RUSTICA: Parcela número setenta y tres (73), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con la parcela número setenta y dos (72) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con las parcelas número setenta y uno (71) y setenta y dos (72); por el SUR, con las parcelas números sesenta y siete (67) y sesenta y ocho (68) y servidumbre de paso de diez

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(10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con la parcela número sesenta y cinco (65); por el ESTE, con las parcelas números sesenta y cinco (65) y sesenta y seis (66) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con la parcela número treinta y siete (37) y por el OESTE, con la parcela número setenta y uno (71) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con la parcela número sesenta y ocho (68) y servidumbre de paso de diez (10.00) metros de ancho.----------
---Para uso de fines agrícolas.----------

---Inscrita al folio ciento sesenta y tres (163) del tomo quinientos ocho (508) de Cabo Rojo, finca número dieciocho setecientos diecinueve (18,719), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-007-327-13-000----------

---O) RUSTICA: Parcela número sesenta y cinco (65) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con la parcela número sesenta y tres (73); por el SUR, con servidumbre de paso de diez (10.00) metros de ancho; por el ESTE, con la parcela número veintinueve (29) y por el OESTE, con las parcelas número sesenta y ocho (68) y ochenta y cuatro (84).----------
---Para uso de fines agrícolas.----------

---Inscrita al folio ciento quince (115) del tomo quinientos ocho (508) de Cabo Rojo, finca número dieciocho setecientos once (18,711), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-017-327-08-000----------

---P) RUSTICA: Parcela número veintinueve (29), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con la parcela número setenta y siete (77) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela; por el SUR, con servidumbre de paso de diez (10.00) metros de ancho; por el ESTE, con la parcela número treinta y ocho (38) y por el OESTE, con la parcela número sesenta y cinco (65).----------
---Para uso de fines agrícolas.----------

---Inscrita al folio doscientos cuarenta y siete (247) del tomo quinientos nueve (509) de Cabo Rojo, finca número dieciocho setecientos ochenta y tres (18,783), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-017-327-09-000----------

---Q) RUSTICA: Parcela número treinta y ocho (38) radicada en el Barrio Boquerón del término municipal de Cabo Rojo,

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Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con la parcela número cuarenta y uno (41); por el SUR, con servidumbre de paso de diez (10.00) metros de ancho; por el ESTE, con servidumbre de paso de diez (10.00) metros de ancho y por el OESTE, con la parcela número veintinueve (29).----------
---Para uso de fines agrícolas.----------

---Inscrita al folio doscientos ochenta y nueve (289) del tomo quinientos nueve (509) de Cabo Rojo, finca número dieciocho setecientos noventa (18,790), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-018-327-10-000----------

---R) RUSTICA: Parcela número sesenta y siete (67), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con servidumbre de paso de diez (10.00) metros de ancho; por el SUR, con terrenos de José Fas; por el ESTE, con la parcela número diecisiete (17) y por el OESTE, con servidumbre de paso de diez (10.00) metros de ancho.----------
---Esta parcela es para uso de fines agrícolas.----------

---Inscrita al folio ciento veintisiete (127) del tomo quinientos ocho (508) de Cabo Rojo, finca número dieciocho setecientos trece (18,713), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-017-327-23-000----------

---S) RUSTICA: Parcela número diecisiete (17) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con servidumbre de paso de diez (10.00) metros de ancho; por el SUR, con terreno de José Fas; por el ESTE, con servidumbre de paso de diez (10.00) metros de ancho y por el OESTE, con la parcela número sesenta y siete (67).----
---Esta parcela es para uso de fines agrícolas.----------

---Inscrita al folio doscientos veintinueve (229) del tomo quinientos nueve (509) de Cabo Rojo, finca número dieciocho setecientos ochenta (18,780), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-018-327-24-000----------

---SEGUNDO: Las fincas **letras A a la J,** constan inscritas a favor de PUERTO RICO FARM CREDIT, ACA, quien adquiere el dominio de esta finca por título de Venta Judicial, **finca letra "A"** por el precio de DOSCIENTOS UN MIL QUINIENTOS DOLARES ($201,500.00); **finca letra "B"** por el precio de CIENTO SETENTA MIL DOLARES ($170,000.00); **finca letra "C"** por el precio de CIENTO SETENTA MIL DOLARES ($170,000.00); **finca letra "D"** por el precio de CIENTO SETENTA MIL DOLARES ($170,000.00); **finca letra "E"** por el

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precio de TRESCIENTOS CUARENTA MIL DOLARES ($340,000.00); **finca letra "F"** por el precio de CIENTO CUARENTA Y OCHO MIL SETECIENTOS CINCUENTA DOLARES ($148,750.00); **finca letra "G"** por el precio de CIENTO CUARENTA Y OCHO MIL SETECIENTOS CINCUENTA DOLARES ($148,750.00); **finca letra "H"** por el precio de CIENTO CUARENTA Y OCHO MIL SETECIENTOS CINCUENTA DOLARES ($148,750.00); **finca letra "I"** por el precio de CIENTO CUARENTA Y OCHO MIL SETECIENTOS CINCUENTA DOLARES ($148,750.00) y **finca letra "J"** por el precio de CIENTO CUARENTA Y OCHO MIL SETECIENTOS CINCUENTA DOLARES ($148,750.00), según consta de la Escritura Número Veinticinco (#25), otorgada en San Juan, Puerto Rico, el quince (15) de julio de dos mil dieciséis (2016), ante la notario Adriana Teresa Capacete Cabassa, e inscrita en cuanto a cada finca como se describe a continuación:----------

---Finca letra A: Inscrita al tomo Karibe, finca número dieciocho mil ochocientos seis (18806) de Cabo Rojo e inscripción novena (9na).----------

---Finca letra B: Inscrita al tomo Karibe, finca número dieciocho mil setecientos sesenta y dos (18762) de Cabo Rojo e inscripción duodécima (12ma).----------

---Finca letra C: Inscrita al tomo Karibe, finca número dieciocho mil seiscientos noventa y cuatro (18694) de Cabo Rojo e inscripción undécima (11ma).----------

---Finca letra D: Inscrita al tomo Karibe, finca número dieciocho mil seiscientos noventa y seis (18696) de Cabo Rojo e inscripción undécima (11ma).----------

---Finca letra E: Inscrita al tomo Karibe, finca número dieciocho mil setecientos setenta y nueve (18779) de Cabo Rojo e inscripción duodécima (12ma).----------

---Finca letra F: Inscrita al tomo Karibe, finca número dieciocho mil setecientos siete (18707) de Cabo Rojo e inscripción undécima (11ma).----------

---Finca letra G: Inscrita al tomo Karibe, finca número dieciocho mil setecientos ocho (18708) de Cabo Rojo e inscripción undécima (11ma).----------

---Finca letra H: Inscrita al tomo Karibe, finca número dieciocho mil setecientos nueve (18709) de Cabo Rojo e inscripción undécima (11ma).----------

---Finca letra I: Inscrita al tomo Karibe, finca número dieciocho mil setecientos diez (18710) de Cabo Rojo e inscripción undécima (11ma).----------

---Finca letra J: Inscrita al tomo Karibe, finca número dieciocho mil ochocientos trece (18813) de Cabo Rojo e inscripción undécima (11ma).----------

---Las fincas **letras K a la N,** constan inscritas a favor de PUERTO RICO FARM CREDIT, ACA, quien adquiere el dominio de esta finca por título de Venta Judicial, **finca letra "K"** por el precio de TRESCIENTOS MIL DOLARES ($300,000.00); **finca letra "L"** por el precio de TRESCIENTOS MIL DOLARES ($300,000.00); **finca letra "M"** por el precio de CIENTO CINCUENTA MIL DOLARES ($150,000.00) y la **finca letra "N"** por el precio de TRESCIENTOS MIL DOLARES ($300,000.00), según consta de la Escritura Número Quince (#15), otorgada en San Juan, Puerto Rico, el tres (3) de diciembre de dos mil doce (2012), ante la notario Laura M. Santana Mieres, e inscrita en cuanto a cada finca como se describe a continuación:----------

---Finca letra K: Inscrita al folio uno (1) del tomo mil treinta y uno (1031) de Cabo Rojo, finca número dieciocho mil setecientos quince (18715) e inscripción décima (10ma).----------

---Finca letra L: Inscrita al folio dos (2) del tomo mil treinta y

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uno (1031) de Cabo Rojo, finca número dieciocho mil setecientos dieciséis (18716) e inscripción décima (10ma).-------
---Finca letra M: Inscrita al folio setenta y ocho (78) del tomo ochocientos sesenta y cuatro (864) de Cabo Rojo, finca número dieciocho mil setecientos veintiuno (18721) e inscripción décima (10ma).----------
---Finca letra N: Inscrita al folio tres (3) del tomo mil treinta y uno (1031) de Cabo Rojo, finca número dieciocho mil setecientos diecinueve (18719) e inscripción décima (10ma).-----

---Las fincas **letras O a la S,** constan inscritas a favor de PUERTO RICO FARM CREDIT, ACA, quien adquiere el dominio de esta finca por título de Venta Judicial, **finca letra "O"** por el precio de CIENTO CINCUENTA MIL DOLARES ($150,000.00); **finca letra "P"** por el precio de CIENTO CINCUENTA MIL DOLARES ($150,000.00); **finca letra "Q"** por el precio de CIENTO CINCUENTA MIL DOLARES ($150,000.00); **finca letra "R"** por el precio de CIENTO CINCUENTA MIL DOLARES ($150,000.00) y la **finca letra "S"** por el precio de CIENTO CINCUENTA MIL DOLARES ($150,000.00), según consta de la Escritura Número Ciento Cuarenta y Siete (#147), otorgada en San Juan, Puerto Rico, el veintiuno (21) de noviembre de dos mil dieciocho (2018), ante el notario Ian Marini Biaggi, presentada al asiento dos mil dieciocho guión uno uno nueve ocho seis nueve guión SG cero uno (2018-119869-SG01), pendiente de inscripción.----------
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---**SECOND:** Properties letters **"A" to "J"** recorder to favor of PUERTO RICO FARM CREDIT, ACA who acquired the title by Judicial Sale, **Property "A",** for the sum of TWO HUNDRED ONE THOUSAND FIVE HUNDRED DOLLARS ($201,500.00); **Property "B"** for the sum of ONE HUNDRED SEVENTY THOUSAND DOLLARS ($170,000.00); **Property "C"** for the sum of ONE HUNDRED SEVENTY THOUSAND DOLLARS ($170,000.00); **Property "D"** for the sum of ONE HUNDRED SEVENTY THOUSAND DOLLARS ($170,000.00); **Property "E"** for the sum of THREE HUNDRED FORTY THOUSAND DOLLARS ($340,000.00); **Property "F"** for the sum of ONE HUNDRED FORTY EIGHT THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($148,750.00); **Property "G"** for the sum of ONE HUNDRED FORTY EIGHT THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($148,750.00); **Property "H"** for the sum of ONE HUNDRED FORTY EIGHT THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($148,750.00); **Property "I"** for the sum of ONE HUNDRED FORTY EIGHT THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($148,750.00) and **Property "J"** for the sum of ONE HUNDRED FORTY EIGHT THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($148,750.00), Deed Number Twenty Five (25) executed in San Juan, Puerto Rico, July fifteen (15), two thousand sixteen (2016), before Notary Public Adriana Teresa Capacete, recorded for each farm as described below:----
---Property A: Recorded at volume Karibe, property number eighteen thousand eight hundred six (18806) of Cabo Rojo and entry number ninth (9).----------
---Property B: Recorded at volume Karibe, property number eighteen thousand seven hundred sixty two (18762) of Cabo Rojo and entry number twelfth (12).----------
---Property C: Recorded at volume Karibe, property number eighteen thousand six hundred ninety four (18694) of Cabo Rojo and entry number eleventh (11).----------
---Property D: Recorded at volume Karibe, property number eighteen thousand six hundred ninety six (18696) of Cabo Rojo and entry number eleventh (11).----------

---Property E: Recorded at volume Karibe, property number eighteen thousand seven hundred seventy nine (18779) of Cabo Rojo and entry number twelfth (12).----------
---Property F: Recorded at volume Karibe, property number eighteen thousand seven hundred seven (18707) of Cabo Rojo and entry number eleventh (11).----------
---Property G: Recorded at volume Karibe, property number eighteen thousand seven hundred eight (18708) of Cabo Rojo and entry number eleventh (11).----------
---Property H: Recorded at volume Karibe, property number eighteen thousand seven hundred nine (18709) of Cabo Rojo and entry number eleventh (11).----------
---Property I: Recorded at volume Karibe, property number eighteen thousand seven hundred ten (18710) of Cabo Rojo and entry number eleventh (11).----------
---Property J: Recorded at volume Karibe, property number eighteen thousand eight hundred thirteen (18813) of Cabo Rojo and entry number eleventh (11).----------

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---Properties letters **"K" to "N"** recorder to favor of PUERTO RICO FARM CREDIT, ACA who acquired the title by Judicial Sale, **Property "K",** for the sum of THREE HUNDRED THOUSAND DOLLARS ($300,000.00); **Property "L",** for the sum of THREE HUNDRED THOUSAND DOLLARS ($300,000.00); **Property "M",** for the sum of ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000.00) and **Property "N",** for the sum of THREE HUNDRED THOUSAND DOLLARS ($300,000.00); Deed Number Fifteen (15) executed in San Juan, Puerto Rico, December Three (3), two thousand twelve (2012), before Notary Public Laura M. Santana Mieres, recorded for each farm as described below:----------
---Property K: Recorded at page one (1) volume one thousand thirty one (1031) of Cabo Rojo, property number eighteen thousand seven hundred fifteen (18715) and entry tenth (10).---
---Property L: Recorded at page two (2) volume one thousand thirty one (1031) of Cabo Rojo, property number eighteen thousand seven hundred sixteen (18716) and entry tenth (10).--
---Property M: Recorded at page seventy eight (78) volume eight hundred sixty four (864) of Cabo Rojo, property number eighteen thousand seven hundred twenty one (18721) and entry tenth (10).----------
---Property N: Recorded at page three (3) volume one thousand thirty one (1031) of Cabo Rojo, property number eighteen thousand seven hundred nineteen (18719) and entry tenth (10).----------

---Properties letters **"O" to "S"** recorder to favor of PUERTO RICO FARM CREDIT, ACA who acquired the title by Judicial Sale, **Property "O",** for the sum of ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000.00); **Property "P",** for the sum of ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000.00); **Property "Q",** for the sum of ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000.00); **Property "R",** for the sum of ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000.00) and **Property "S",** for the sum of ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000.00); Deed Number One Hundred Forty Seven (147) executed in San Juan, Puerto Rico, November Twenty One (21), two thousand eighteen (2018), before Notary Public Ian Marini Biaggi, submitted to entry two thousand eighteen dash one one nine eight six nine dash SG zero one (2018-119869-SG01), pending registration.---
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---**TERCERO:** La antedicha **propiedad "A"** afecta a:----------

---POR SU PROCEDENCIA:----------

---LIBRE DE CARGAS----------

---POR SI:----------

---CONDICIONES RESTRICTIVAS, según consta de la Escritura Número Setenta y Tres (#73), otorgada en Mayagüez, Puerto Rico, el veintiséis (26) de febrero de mil novecientos noventa (1990), ante el notario Roberto M. García Rullán, e inscrita al margen del folio ochenta y cinco (85) del tomo quinientos diez (510) de Cabo Rojo, finca número dieciocho mil ochocientos seis (18806).----------

---TODAS LAS DEMAS **PROPIEDADES "B" a la "S"**:----------

---POR SU PROCEDENCIA Y POR SI:----------

---LIBRE DE CARGAS Y GRAVAMENES----------

---**THIRD:** The aforementioned real **property "A"** is:----------

---SERVITUDES----------

---FREE OF LIENS AND OBLIGATIONS----------

---BY ITSELF:----------

---RESTRICTIVE CONDITIONS, Deed Number Seventy-Three (#73), granted in Mayagüez, Puerto Rico, on February twenty-six (26), nineteen hundred and ninety (1990), before Notary Public Roberto M. García Rullán, and registered on the margin of folio eighty-five (85) of volume five hundred and ten (510) of Cabo Rojo, property number eighteen thousand eight hundred and six (18806).----------

---AL OTHER REAL **PROPERTIES "B" until "S"**:----------

---Servitudes and by itself:----------

---FREE OF OTHER LIENS AND OBLIGATIONS----------

---**CUARTO:** Los comparecientes de la primera y segunda parte tienen convenida la compraventa de las propiedades descritas en el párrafo **PRIMERO** de este instrumento, las cuales efectúan bajo las siguientes:----------

---

----**FOURTH:** The herein appearing parties have agreed to the sale of the properties described in paragraph **FIRST** of this deed, which they carry out under the following:----------

---

----------**CLAUSULAS Y CONDICIONES**----------

----------TERMS AND CONDITIONS----------

---**UNA: LA VENDEDORA** por la presente **VENDE, CEDE Y TRASPASA** a los **COMPRADORES,** quienes **COMPRAN, RECIBEN, ADQUIEREN Y ACEPTAN** las propiedades descritas en el párrafo **PRIMERO** de este instrumento con todos sus usos, derechos y servidumbres, y anexos por el convenido, alzado y ajustado precio de CINCO MILLONES SETECIENTOS CINCUENTA MIL DOLARES ($5,750,000.00), de los cuales se le establece un valor de:----------

---Finca letra A: QUINIENTOS MIL DOLARES ($500,000.00).---

---Finca letra B: DOSCIENTOS CINCUENTA MIL DOLARES

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($250,000.00).----------
---Finca letra C: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra D: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra E: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra F: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra G: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra H: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra I: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra J: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra K: QUINIENTOS MIL DOLARES ($500,000.00).---
---Finca letra L: QUINIENTOS MIL DOLARES ($500,000.00).---
---Finca letra M: QUINIENTOS MIL DOLARES ($500,000.00).---
---Finca letra N: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra O: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra P: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra Q: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra R: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra S: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------

---LA **VENDEDORA** manifiesta que recibir en este acto la dicha cantidad de CINCO MILLONES SETECIENTOS CINCUENTA MIL DOLARES ($5,750,000.00), por lo cual el VENDEDOR otorga LA PARTE COMPRADORA la más formal y eficaz carta de pago.----------

---**LOS COMPRADORES** serán responsable de los gastos de sellos y comprobantes de la copia certificada, honorarios y gastos de abogado y notario y la comisión del corredor.----------
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----ONE: THE SELLER hereby SELLS, CONVEYS AND TRANSFERS to THE BUYERS, who **PURCHASE, RECEIVE, ACQUIRE AND ACCEPT** the properties described in the **FIRST** paragraph of this deed with all its uses, rights and easements and attachments, at the agreed price of **FIVE MILLONS SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($5,750,000.00)** of which is established a value of:----------
---Property A: FIVE HUNDRED THOUSAND DOLLARS ($500,000.00).----------
---Property B: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property C: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property D: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property E: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property F: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property G: TWO HUNDRED FIFTY THOUSANSD DOLLARS

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($250,000.00).----------
---Property H: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property I: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property J: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property K: FIVE HUNDRED THOUSAND DOLLARS ($500,000.00).----------
---Property L: FIVE HUNDRED THOUSAND DOLLARS ($500,000.00).----------
---Property M: FIVE HUNDRED THOUSAND DOLLARS ($500,000.00).----------
---Property N: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property O: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property P: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property Q: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property R: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property S: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------

---**THE SELLER** hereby states that it received in this act the amount of **FIVE MILLONS SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($5,750,000.00)** for which SELLER acknowledges the full payment of the Purchase Price.----------

---**THE BUYERS** will be responsible for the costs of stamps and vouchers for the certified copy, fees and expenses of lawyer and notary and the commission of the realtor.----------
---

---**DOS**: Manifiesta **LA PARTE COMPRADORA** que a instancias de **LA VENDEDORA** han examinado e inspeccionado cuidadosamente los inmuebles objeto de esta compraventa; que conocen el estado de las mismas y que compran y aceptan los inmuebles como están ["as are"], y que, por lo tanto, no tiene obligación **LA VENDEDORA** de realizar reparaciones o mejora alguna a la misma como condición para la compraventa.---------

---**LA PARTE COMPRADORA** entiende y reconoce que **LA VENDEDORA** ha adquirido las Propiedades, directa o indirectamente, por medio de ejecución de hipoteca, dación en pago, cesión de derechos o transacciones similares, por lo cual nunca ha ocupado las Propiedades, por lo que no tiene conocimiento directo sobre la condición pasada y/o presente de la misma. **LA PARTE COMPRADORA** acuerda que esta compra se realiza sin recurso y en el estado y condición actual ("AS ARE WHERE ARE"), con todos sus defectos, sean ocultos o aparentes, y con todas las faltas o vicios en las Propiedades, sean conocidos o desconocidos, existentes al presente o que puedan surgir en adelante. **LA VENDEDORA** y sus agentes no hacen representación alguna ni garantizan de forma alguna, expresa o implícitamente, en forma oral o escrita, con respecto a las Propiedades incluyendo sin limitaciones respecto: (a) el valor, naturaleza, calidad o condiciones de las Propiedades, incluyendo sin limitaciones, el agua, terreno y geología; (b) el ingreso a ser derivado de las Propiedades; (c) la conveniencia de las Propiedades para cualesquiera y todos los propósitos, actividades y usos que **LA PARTE COMPRADORA** pueda dar a

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las Propiedades; (d) el cumplimiento de las Propiedades o de su operación con cualquiera leyes, reglas, ordenanzas o regulaciones de cualquier autoridad o cuerpo gubernamental aplicable; (e) la habitabilidad, mercadeabilidad, la comerciabilidad, lo beneficioso o la aptitud para un propósito particular de la Propiedad; (f) la manera o la calidad de la construcción o de los materiales, si los hubiere, incorporados en la Propiedad; (g) la manera, calidad, estado de la reparación o carencia de la reparación de las Propiedades; (h) la existencia de alguna vista desde las Propiedades o la posibilidad de que cualquier vista existente no será obstruida en el futuro; (i) cualquier otro asunto relacionado con respecto a las Propiedades; (j) la integridad estructural de cualquiera mejoras en las Propiedades; (k) la conformidad de las mejoras a cualquier plano o especificaciones para las Propiedades que pueda proporcionarse **LA VENDEDORA**, (l) la conformidad de lo construido en las Propiedades con los requisitos aplicables con la zonificación de las Propiedades o al código de construcción requerido; (m) la existencia de inestabilidad en el suelo, más allá de reparaciones del suelo, susceptibilidad a los derrumbamientos, desahogo de "under-shoring", desahogo del drenaje, o cualquier otra materia que afecta o puede afectar la estabilidad o la integridad de la tierra o cualesquiera edificios o las mejoras situadas sobre eso; o (n) si las Propiedades están situadas en un llano especial de la zona o de peligro de inundación, o en presencia de "wetlands" o de "shoreland". **LA PARTE COMPRADORA** reconoce que las Propiedades pueden no estar de acuerdo con la zonificación aplicable, el edificio, la salud u otra ley o códigos, y ni **LA VENDEDORA** ni cualquier persona particular que actúa como representante o agente de **LA VENDEDORA** ha ocupado las Propiedades y que las Propiedades pueden no estar en condiciones habitables. En adición, **LA PARTE COMPRADORA** reconoce y conviene sin la limitación de clase alguna que **LA VENDEDORA** no ha hecho ni hará, así como niega específicamente cualquier representación con respecto a conformidad de las Propiedades con la ley federal "Americans with Disabilities Act" o con cualquier protección del medio ambiente, contaminación o leyes de utilización del suelo, reglas, regulaciones, órdenes o requisito, según lo definido por las leyes y regulaciones estatales y federales, incluyendo y sin limitarse a regulaciones de la agencia de protección del medio ambiente o la disposición o la existencia, en las Propiedades, de cualquier sustancia peligrosa, según lo definido por la ley conocida como "Comprehensive Environmental Response Compensation and Liability Act of 1980", según enmendada, y demás regulaciones relacionadas. **LA PARTE COMPRADORA** manifiesta y asegura haber inspeccionado las Propiedades por sí o por conducto de sus agentes y representantes encontrándola a su entera satisfacción y que suscribe la presente Escritura con pleno conocimiento de las condiciones en que ésta se encuentra ("as are, where are"). En vista de todo lo anterior, **LA PARTE COMPRADORA** reconoce y acepta que **LA VENDEDORA** no le ofrece ninguna garantía por vicios y/o defectos ocultos y renuncia a cualquier acción o reclamación contra de **LA VENDEDORA** por cualquier estado en que se encuentren las Propiedades objeto de esta Escritura y expresamente releva a **LA VENDEDORA** de cualquier responsabilidad que ésta pudiera tener en las Propiedades objeto de esta Escritura.-------

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---**TWO**: The **BUYER** acknowledges that, upon request of the Seller, they carefully inspected the property subject of this transaction; that they know the physical state of the properties

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and that they buy and accept it ["as are"], therefore, the Seller does not have any obligation of making any improvements as a condition for this transaction. **The Purchaser** understands and acknowledges that **the Seller** has acquired the Properties, directly or indirectly, through foreclosure, payment in kind, assignment of rights or similar transactions, because of which the Seller has never occupied the Properties, and it has no direct knowledge about the past and/or present condition of the same. The Purchaser agrees that this purchase is made without recourse and in the current state and condition of the Properties ("AS ARE, WHERE ARE"), with all its defects, whether hidden or apparent, and with all faults or defects on the Properties, whether known or unknown, existing at present or that may hereafter arise. The Seller and its agents make no representations or warranties of any kind, expressed or implied, oral or written, with respect to the Properties including without limitation: (a) the value, nature, quality or condition of the Properties, including without limitation, water, soil and geology, (b) income to be derived from the Properties, (c) the suitability of the Properties for any and all purposes, activities and uses which the Purchaser may give the Properties, (d) compliance of the Properties or its operation with any laws, rules, ordinances or regulations of any governmental authority or body, (e) the habitability, merchantability, marketability, profitability or suitability of the Properties for a particular purpose; (f) the manner or quality of construction or materials, if any, built on the Properties, (g) the manner, quality, state of repair or lack of repair of the Properties, (h) existence of a view from the Properties or the possibility that any existing view will not be obstructed in the future, (i) any other issue regarding the Properties, (j) the structural integrity of any improvements on the Properties, (k) the conformity of the improvements to any plan or specification for the Properties that may be provided to the Seller, (l) the conformity of the buildings on the Properties with the zoning requirements applicable to the Properties or the building code required, (m) the existence of soil instability, past soil repairs, susceptibility to landslides, sufficiency of under-shoring sufficiency of drainage, or any other matter that affects the stability or integrity of any land or buildings or improvements located thereon, or (n) if the Properties is situated on a plain area or special flood hazard, or in the presence of wetlands or shoreland. The Purchaser acknowledges that the Properties may not be in accordance with the applicable zoning, building, health or other laws or regulations, and neither the Seller nor any private person acting as a representative or agent of the Seller has occupied the Properties and that the Properties may not be in habitable conditions. In addition, the Purchaser acknowledges and agrees without limitation of any kind that the Seller has not made nor will make, and specifically denies any representation regarding the Properties in accordance with federal law, Americans with Disabilities Act, or any environmental protection, pollution or land use laws, rules, regulations, orders or requirements, as defined by law and state and federal regulations, including but not limited to agency regulations to protect the environment or the provision or the existence, on the Properties, of any hazardous substance as defined by the law known as the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and other related regulations. The Purchaser represents and claims to have inspected the Properties itself or through its agents and representatives finding it to the Purchaser's satisfaction, and that it signs this Deed with full knowledge of the conditions

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under which the Properties is found (as is, where is). In view of the foregoing, the Purchaser acknowledges and agrees that the Seller does not extend any warranty for vices and/or hidden defects and waives any action or claim against the Seller for the condition of the Properties and expressly relieves the Seller from any liability it may have regarding the Properties.----------

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---**TRES:** La compraventa objeto de esta escritura se realiza por un precio alzado y no a razón de un tanto por unidad o número. Consecuentemente, ninguna de las partes tendrá derecho u obligación alguna en caso de aumento o disminución de cabida en las propiedades. "**LOS COMPRADORES**" asumen exclusivamente la responsabilidad y los costos envueltos de cualquier gestión que resulte necesaria para corregir la cabida de las propiedades en caso de que una mensura de la misma refleje cualquier disminución o aumento en la cabida que se señala en la descripción que de la propiedad se hace en la presente Escritura.----------

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---**THREE**: The purchase and sale object of this deed is carried out for a lump sum price and not at the rate of a percentage per unit or number. Consequently, neither party will have any right or obligation in the event of an increase or decrease in the capacity of the properties. "**THE BUYERS**" assume exclusively the responsibility and the costs involved in any management that is necessary to correct the capacity of the property in the event that a measurement of the same reflects any decrease or increase in the capacity that is indicated in the description that the property is made in this Deed.----------

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---**CUATRO**: "**LOS COMPRADORES**" afirman en este acto, que no son empleados o directores de Puerto Rico Farm Credit, ACA, ni están relacionados de forma alguna con ningún empleado o director.----------

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---**FOUR**: "**THE BUYERS**" hereby affirm that they are not an employee or director of Puerto Rico Farm Credit, ACA, nor are they related in any way to any employee or director.----------

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---**CINCO**: Como parte de los acuerdos entre las PARTES, los otorgantes convienen que la VENDEDORA pagará las contribuciones sobre las propiedades tasadas que se adeuden hasta el día de hoy, si alguna. De hoy en adelante las contribuciones sobre las propiedades, incluyendo aquellas tasadas con posterioridad a este acto y que correspondan a periodos anteriores al mismo, serán satisfechas por y/o pagadas por la PARTE COMPRADORA y serán responsabilidad absoluta de la PARTE COMPRADORA. LA PARTE COMPRADORA renuncia a cualquier reclamación contra la VENDEDORA por tal concepto. LA VENDEDORA no será responsable de ninguna cantidad adeudada, pagada o pagadera luego de la fecha de esta escritura, incluyendo pero sin limitarse a contribuciones sobre la propiedad, penalidades y/o intereses adeudados, puestos al cobro o tasados como resultado de contribuciones retroactivas, pospuestas y/o adicionales resultado de cualquier ajuste en el valor de tasación de la propiedad para fines contributivos, cualquier cambio de exoneración contributiva y/o cualquier cambio en el uso, construcción y/o mejoras a las propiedades.----------

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---**FIVE**: As part of the agreements between the BUYER and the SELLER, the parties agree that SELLER is responsible for the property taxes assessed and due as of today, if any. Henceforth,

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the property taxes, including those assessed after the execution of this deed and that correspond to periods prior to the date of this deed with be borne and paid by the BUYER and they will be the BUYER's sole responsibility. The BUYER waives the right to file a claim against the SELLER for such concept. The SELLER shall not be responsible for any amount due, paid and/or to be paid after the day of this deed, including but not limited to any taxes, penalties and/or interest assessed and/or due as a result of retroactive, postponed or additional properties taxes resulting from any adjustment in the appraised value of the Properties, any change in the properties tax exemption and/or any change in the use of, construction on, and/or improvement to the Properties.----------

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---**SEIS:** Los comparecientes reconocen haber examinado copia de una certificación expedida por el Centro de Recaudación de Ingresos Municipales (CRIM) sobre contribuciones territoriales correspondientes a las Propiedades, de la que se desprende el estado contributivo de las propiedades y sus deudas de contribuciones sobre las propiedades, si alguna. El contenido, alcance y limitaciones de dicha certificación y los riesgos de que se expidan recibos de cobro adicionales con posterioridad a la emisión de la certificación, han sido explicados detalladamente a las partes.----------

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---**SIX:** The appearing parties acknowledge having examined a copy of a certification issued by Municipal Revenue Collection Center ("Centro de Recaudación de Ingresos Municipales") (CRIM) as to properties taxes corresponding to the Properties which certification shows the current tax status of the Properties and its debts for properties taxes, if any. The content, extent and limitations of said certification and the risks of new assessments being notified after the issuance of the certification, have been explained in detail to the appearing parties.----------

---

---**SIETE:** El Notario ha advertido a los comparecientes sobre la responsabilidad e importancia de la radicación electrónica de la Planilla Informativa sobre Segregación, Agrupación o Traslado de Bienes Inmuebles al Departamento de Hacienda a tenor con la enmienda al Artículo Once (11) de la Ley Notarial de Puerto Rico, según dispone la Ley Número Ciento Cuarenta (140) del trece (13) de julio de dos mil once (2011). Además, se les ha advertido a los comparecientes su responsabilidad de proveerle al Notario la información necesaria para la radicación de la referida Planilla Informativa. Los comparecientes aseguran que la información provista al Notario en esta transacción es correcta para la radicación de la referida Planilla Informativa.---

---

---**SEVEN:** The Notary has warned the appearing parties of the responsibility and importance filing the electronic Informative Return on Segregation, Grouping or Transfer of Real Estate to the Treasury Department pursuant to the amendment to Section Eleven (11) of the Notarial Law of Puerto Rico, as provided by Act Number One Hundred Forty (140) of July thirteen (13) two thousand and eleven (2011). The Notary has warned the appearing parties of their responsibility to provide the necessary information to the notary for the filing of that Informative Return. The appearing parties ensure that the information provided to the notary in this transaction is correct for the filing of that Informative Return. ----------

---

---**OCHO:** Los comparecientes, sus sucesores, causahabientes

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por cualquier título, vienen obligados a otorgar y suscribir toda clase de documentos públicos y/o privados que sean necesarios y requeridos para suplir cualquier omisión o detalle que deba aclararse, corregirse, enmendarse o adicionarse para que los actos que comprenden este instrumento público sean inscritos correctamente en el Registro de la Propiedad, incluyendo cualquier Acta Aclaratoria.----------

---

---**EIGHT:** The appearing parties, their successors, inheritors by any title, are obligated to execute and sign all kinds of public and/or private documents that are necessary and required to supply any omission or detail that need to be clarified, corrected, amended or added so that the acts that comprehend this public instrument can be inscribed correctly at the Registry of Property, including any Aclaratory Deed.----------

---

---**NUEVE: LOS COMPRADORES**, sin más requisito que el presente otorgamiento, advienen en la inmediata posesión real y pacífica del inmueble que mediante este acto adquieren a título de dueño. Los compradores declaran y aseguran que han sido asesorados en todos los trámites y negociaciones de este contrato de compraventa.----------

---

---**NINE: THE BUYERS**, without further requirements than the present deed obtains the immediate possession, real and pacific of the property that they acquire in this act as owner in fee simple. The buyers declare and assure that they have been advised in all the procedures and negotiations of this contract of sale.----------

---

----------**ACEPTACIÓN Y ADVERTENCIAS LEGALES**----------

----------**ACCEPTANCE AND LEGAL WARNINGS**----------

---Las partes aceptan esta escritura en todas sus partes por encontrarla la misma redactada de acuerdo con sus instrucciones. ----------

---

---The parties accept this deed in all its parts stating they find the same drafted in accordance with their instructions. ----------

---

---Yo, el Notario, DOY FE de haber hecho a los comparecientes las advertencias legales necesarias y pertinentes a este acto, en particular hago constar que hice las siguientes:----------

---

---I, the Notary, GIVE FAITH of having given the appearing parties all necessary and pertinent legal warnings relating to this act, specially I gave them the following: ----------

---

---[A] He advertido a los comparecientes, sobre todo a LA PARTE COMPRADORA, de su derecho a examinar el Registro de la Propiedad, y el de obtener un estudio de título con relación a las cargas y gravámenes u otros derechos inmobiliarios sobre las propiedades objeto de esta compraventa; que en este caso ni el Notario autorizante ni los comparecientes han examinado personalmente el Registro, que no obstante, se obtuvo un estudio de título, preparado por un investigador de títulos y que el hecho de haber obtenido dicho estudio no constituye garantía de inexistencia de gravámenes, ya que éstos podrían haberse constituido con posterioridad al examen registral o a la fecha en que se hubiera realizado este estudio de título.----------

---

---[A] I advised the appearing parties, especially the BUYER, of

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their right to examine the Registry of Property, and of the importance of obtaining a title study in relation to any liens, encumbrances of other real property rights affecting the Property object of this sale; that in this particular case, the Authorizing Notary, nor the appearing parties have personally examined the Registry of Property; that notwithstanding that, a title search report was prepared by a title investigator and that the fact that said study was obtained does not constitute guaranty of the lack of existence of liens or encumbrances, since these may have constituted after the Registry examination or the date of this title study was performed.----------

---El referido estudio de título fue utilizado para preparar esta escritura, y el Notario suscribiente no asume responsabilidad por la corrección, exactitud y o integridad de dicho estudio.-----

---Said title search report was used to prepare this deed, and this Notary, assume no responsibility as to the accuracy, correctness and or completeness of said title search report.------

---Las partes aceptan el estudio de título preparado para esta transacción.----------

---The appearing parties accept the title search report prepared for this transaction.----------

---Los comparecientes relevan al Notario suscribiente de toda responsabilidad por errores y/o omisiones en los referidos estudios de título; y / o por cambios en las propiedades o sus cargas o gravámenes que puedan ocurrir entre la fecha del estudio de título y la fecha en que esta escritura sea presentada al Registro para inscripción.----------

---The appearing parties relieve the Notary executing this Deed from any responsibility due to errors and or omissions in said titles search reports and or any changes in the title of the properties or in its liens and encumbrances that might occur between the date of the title search report and the date this deed is presented in the Registry for inscription. ----------

--- [B] Les he advertido lo siguiente: ----------

--- [B] I have advised them about the following: ----------

---La importancia de presentar esta escritura pública en el Registro de la Propiedad, haciendo constar, además el costo de la inscripción, así como el deber de tramitar el correspondiente traspaso ante el Departamento de Hacienda y el Centro de Recaudación de Ingresos Municipales [CRIM]. ----------

---The importance of recording this public deed at the Registry of Property, having indicated to them of the cost of such recording, as well as the duty of procure the correspondent transfers before the Department of the Treasury and el "Centro de Recaudación de Ingresos Municipales [CRIM]".----------

---Las responsabilidades y consecuencias que podrían resultar de no presentar esta escritura pública. ----------

---The responsibilities and consequences that could result of not recording this public deed. ----------

---Los deberes y consecuencias fiscales de este acto. ----------

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---The fiscal duties and consequences of this act. ----------

---

---Del derecho que tienen los comparecientes a requerir la presencia de testigos.----------

---

---Of the right of the appearing parties have of requiring the presence of witnesses.----------

---

---De encontrarse estas propiedades en una zona inundable, LA PARTE COMPRADORA queda obligada a cumplir con los requerimientos y disposiciones del Reglamento sobre Zonas Susceptibles de Inundación para cualquier construcción, uso o desarrollo. ----------

---

---If the real properties is within a floodable zone, the BUYER will have to comply with the requirements and dispositions of the Regulation on Floodable zones for any construction, use or development----------

---

---Del derecho a leer la presente escritura por sí mismos, lo que hicieron.----------

---

---To their right to read the Deed by themselves, which they did.

---Las partes declaran haber entendido todas las advertencias legales y sus posibles consecuencias legales de todo lo explicado a ellos. ----------

---

---The parties represent that they have understood all legal warnings and the possible legal consequences of everything explained to them. ----------

---

---Las partes acuerdan que si cualquier cláusula o disposición de esta escritura hecha en el idioma inglés contradijera su contraparte en el idioma español, prevalecerá la interpretación en español. ----------

---

---The parties also have agreed that if any clause or disposition in this deed described in the English language contradicts its counterpart in the Spanish language, the Spanish interpretation will prevail. ----------

---

---Las partes, luego de haber leído el contenido de esta escritura, se ratifican en ella y confirman las expresiones contenidas aquí, y en consecuencia, cada uno de los comparecientes colocan sus iniciales todos y cada uno de los folios y firman el original al final de esta escritura, ante mí, el Notario. De todo lo cual, bajo mi firma, sello, signo y rúbrica, y conforme a Derecho, yo, el Notario, **DOY FE**. ---------- -

---

---After having read the contents of this Deed, the appearing parties fully ratified and confirmed the statements contained herein, and thereupon each of the appearing parties affixes his initials on each and every page and signs the original at the end of this deed, before me, the Notary. To all of which, under my signature, seal, mark and flourish and according to law, I, the undersigned Notary, **GIVE FAITH.**----------

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CERTIFICATE OF RESOLUTION
OF
CABO ROJO LAND ACQUISITION LLC

The undersigned, as Manager of **CABO ROJO LAND ACQUISITION LLC**, a limited liability company organized under the laws of Puerto Rico (the "Company"), CERTIFIES that the following resolutions have been duly adopted by the Company and remain in full force and effect:

"**WHEREAS**, the Company wishes to acquire various parcels of land identified in the Registry of Property of Puerto Rico as follows (collectively, the "Properties"):

1. Property recorded at page 96 of volume 805 of Cabo Rojo, property number 18,806, Registry of the Property of San Germán.

2. Property recorded at page 142 of volume 864 of Cabo Rojo, property number 18,762, Registry of the Property of Cabo Rojo.

3. Property recorded at page 13 of volume 508 of Cabo Rojo, property number18,694, Registry of the Property of San Germán.

4. Property recorded at page 25 of volume 508 of Cabo Rojo, property number 18,696, Registry of the Property of San Germán.

5. Property recorded at page 148 of volume 864 of Cabo Rojo, property number 18,779, Registry of the Property of San Germán.

6. Property recorded at page 34 of volume 864 of Cabo Rojo, property number 18,707, Registry of the Property of San Germán.

7. Property recorded at page 37 of volume 864 of Cabo Rojo, property number18,708, Registry of the Property of San Germán.

8. Property recorded at page 41 of volume 864 of Cabo Rojo, property number18,709, Registry of the Property of San Germán.

9. Property recorded at page 44 of volume 864 of Cabo Rojo, property number 18,710, Registry of the Property of San Germán.

10. Property recorded at page 187 of volume 864 of Cabo Rojo, property number 18,813, Registry of the Property of San Germán.

11. Property recorded at page 139 of volume 508 of Cabo Rojo, property number 18,715, Registry of the Property of San Germán.

12. Property recorded at page 62 of volume 864 of Cabo Rojo, property number 18,716, Registry of the Property of San Germán.
13. Property recorded at page 175 of volume 508 of Cabo Rojo, property number18,721, Registry of the Property of San Germán.

14. Property recorded at page163 of volume 508 of Cabo Rojo, property number18,719, Registry of the Property of San Germán.

15. Property recorded at page 115 of volume 508 of Cabo Rojo, property number 18,711, Registry of the Property of San Germán.

16. Property recorded at page 247 of volume 509 of Cabo Rojo, property number 18,783, Registry of the Property of San Germán.

17. Property recorded at page 289 of volume 509 of Cabo Rojo, property number 18,790, Registry of the Property of San Germán.

18. Property recorded at page 127 of volume 508 of Cabo Rojo, property number 18,713, Registry of the Property of San Germán.

19. Property recorded at page 229 of volume 509 of Cabo Rojo, property number 18,780, Registry of the Property of San Germán.

NOW THEREFORE, BE IT RESOLVED, that the Company is hereby authorized to acquire the Properties; and

FURTHER RESOLVED, that in consideration of the foregoing, the Company be empowered and authorized, as it is hereby empowered and authorized, to execute option agreements, deeds of purchase options, deeds of purchase and sale and all other documents as may be required, notarial or otherwise, to achieve the purposes of the above Resolutions in such form and with such changes as the officer executing them may approve, such approval to be conclusively evidenced by its execution and delivery thereof, and any and all other documents, agreements, certificates, or instruments, notarial or otherwise, that may be necessary or required to take any and all other actions relating to or in connection thereto as may be necessary to effectuate the purposes of these Resolutions; and

FURTHER RESOLVED, that Ms. Gladys Omayra Fontanez Reyes, of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, in her capacity as authorized representative of the Company, is hereby authorized to execute and deliver the above mentioned documents, including, but not limited to, option agreements, deeds of option, deeds of purchase and sale, and any and all other documents that may be required or necessary to achieve the purposes of the above Resolutions in such form and with such changes as the officer executing them may approve, such approval to be conclusively evidenced by her execution and delivery thereof, and any and all other documents, agreements, certificates, or instruments, notarial or otherwise, that may be necessary or required to take any and all other actions relating to or in connection thereto as may be necessary to effectuate the purposes of these Resolutions."

IN WITNESS WHEREOF, I hereby sign this certificate of resolution of the Company in New York, New York, this 26th day of October, 2022.

CABO ROJO LAND ACQUISITION LLC

By: _____
Name: Eileen Sawyer
Title: Manager

STATE OF New York,
COUNTY OF New York,

The foregoing instrument was acknowledged before me this 26th day of October, 2022 by Eileen Sawyer, who is personally known to me.

_____
Signature of person taking acknowledgment

Eric Orenstein
Name typed, printed, or stamped

Notary Public, State of New York
No. 02OR6141733
Qualified in Nassau County
Commission Expires February 27, 2025

_____
Title or rank

_____
Serial number (if applicable)

My commission Expires: _____

---I HEREBY CERTIFY, that the first certified copy of the present deed was issued in favor of Buyer, at the same date and place of the execution thereof. I ATTEST. ----------

NOTARY

----------**DEED NUMBER FORTY-FOUR (44)** ----------

----------**PURCHASE AND SALE** ----------

---In San Juan, Puerto Rico, on December twenty-nine (29), two thousand twenty-three (2023). ----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with residence and offices in San Juan, Puerto Rico.----------

----------**APPEAR**----------

---AS THE PARTY OF THE FIRST PART: **RAFAEL BENET MELÉNDEZ**, of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico (hereinafter, "Benet" or "Seller") ----------

---AS THE PARTY OF THE SECOND PART: **CECILIA OROZCO DUQUE** (hereinafter, "Orozco"), of legal age, single, property owner and resident of Carolina, Puerto Rico.----------

---Benet and Orozco have informed Buyer that Orozco has a partial interest in the proceeds of the sale of the Property (as described and defined below). Orozco appears herein to evidence her consent to the sale of the Property by Benet pursuant to this instrument, and to acknowledge receipt of her agreed portion of the sale proceeds.----------

---AS THE PARTY OF THE THIRD PART: **CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "Buyer"), a limited liability company organized, existing and in good standing under the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, GLADYS OMAYRA FONTÁNEZ REYES, who is of legal age, single, attorney at law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this Deed arises from a Certificate of Resolution of Buyer signed by Eileen Sawyer, as Manager of Buyer, on December fifteen (15), two thousand twenty-three (2023), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and

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validity of the commission of notary public Eric Orenstein through the search engines of the Department of State and the Office of Information Technology Services of the State of New York. I further certify that I have examined the aforesaid Certificate of Resolution of Buyer and that it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law, to authorize Ms. Fontánez Reyes to appear herein on behalf of Buyer. ----------

---I hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective age, civil status, occupation and residence. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily,----------

----------**STATE AND AGREE**----------

---**FIRST:** Seller is the sole owner in fee simple title ("*pleno dominio*") and has the possession of the parcel of land described in the Spanish language as follows (hereinafter, the "Property"):----------

---"**RÚSTICA**: Porción de terreno radicado en el Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, de una cabida de cuatro mil cuatrocientos cuarenta punto dos mil doscientos treinta y un (4,440.2231) metros cuadrados, equivalentes a uno punto mil doscientos noventa y siete (1.1297) cuerdas. En linderos: **NORTE**, con Harding Hulser Thayer; **SUR**, con solar número tres (3) y franja de uso público; **ESTE**, con Vanessa Sánchez Carlo; y **OESTE**, con Harding Hulse Thayer." ----------

---The Property is identified at the San Germán Section of the Registry of Property of Puerto Rico (the "Registry") as property number 37,189. It was segregated from property number 7,351 (the "Master Property"), recorded at Page 28 of Volume 246 of Cabo Rojo, pursuant to Deed Number Two (2), of Segregation, Distribution and Adjudication, executed on January Twenty-Six (26), Two Thousand Nineteen (2019) (hereinafter, the "Deed of Segregation"). The Deed of Segregation is filed and pending recordation at *Karibe* entry 2019-096958-SG01. -------

---The tax identification number ("*número de catastro*") assigned to the Master Property by the Municipal Revenues Collection Center ("CRIM") is 403-000-002-50-000.----------

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---The Property was adjudicated and assigned to Seller pursuant to the Deed of Segregation. ----------

----------**LIENS AND ENCUMBRANCES** ----------

---By its origin, the Property is free of liens and encumbrances. ----------

---By itself, the Property is subject to:----------

----(A) Perpetual Easement for the benefit of the Puerto Rico Electric Power Authority over a piece of land within the Master Property, with a surface area of three hundred point three thousand six hundred seven (380.3607) square meters, arising from eminent domain proceedings, pursuant to a Resolution issued by the Puerto Rico Court of First Instance, San Juan Part, in Civil Case Number KEF2006-722 (1002), recorded at the overleaf of page 76 of volume 945 of Cabo Rojo, Property Number 7,351, seventh (7th) inscription (hereinafter, the "Permitted Encumbrance"). ----------

---**SECOND:** On October nineteen (19), two thousand twenty-three (2023), Seller granted to Buyer an option to purchase the Property, pursuant to an *Option to Purchase Letter* (hereinafter, the "Purchase Agreement") executed on such date. ----------

----------**PURCHASE AND SALE**----------

---**THIRD:** In accordance with the Purchase Agreement, Seller hereby sells, conveys and transfers fee simple title ("*pleno dominio*") to the Property and the possession thereof to Buyer, and Buyer hereby purchases from Seller fee simple title ("*pleno dominio*") to the Property and the possession thereof, in accordance with the following ----------

----------**TERMS AND CONDITIONS**----------

-----One: The purchase price of the Property is the lump sum of **TWO HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($275,000)** (hereinafter the "Purchase Price"), which amount has been paid by Buyer to Seller concurrently with the execution hereof, and Seller hereby acknowledges receipt thereof. ----------

-----Two: Buyer shall be entitled to the immediate constructive

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possession of the Property, without any additional formality, document or request. The physical possession of the Property shall be delivered by Seller to Buyer within thirty (30) days from the date of execution hereof; that is, no later than January twenty-eight (28), two thousand twenty-four (2024). ----------

-----Three: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of Seller and, thereafter, for the account of Buyer.----------

-----Four: Seller hereby delivers to Buyer fee simple title to the Property, vacant, and free and clear of all liens, encumbrances or defects, except for the Permitted Encumbrance. ----------

-----Five: Buyer specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) Seller hereby sells and Buyer hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from Seller or any of Seller's agents, employees, members, representatives, attorneys or brokers (each such party, a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by Seller to Buyer (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof, its facilities, soils, geology, and groundwater; (b) the dimensions, area, and size of the Property; (c) the development or income potential, or rights of or relating to the Property or the adequacy of the Property for any particular purpose, (d) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, the compliance of the Property or its operation with any

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applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of Buyer or any other person to obtain any necessary governmental approvals, licenses, or permits for Buyer's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters regarding the operation of the Property. Buyer further acknowledges and agrees that Seller is under no duty to make any inquiry regarding any matter that may or may not be known to Seller or any Seller Affiliate. Upon execution of this public deed, Buyer shall assume the risk of adverse matters relating to adverse investigations, and Buyer, upon execution of this public deed, shall be deemed to have waived, relinquished and released Seller and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which Buyer might have asserted or alleged or may assert or allege in the future against Seller or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution of this deed. ----------

-----Six: Seller represents and warrants to Buyer that, to the best of Seller's knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that, to the best of Seller's knowledge, the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----Seven: The notarial fees, stamps on the original, stamps on the first certified copy, filing and recording rights of this Deed at the Registry will be paid by Buyer.----------

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-----Ten: This Deed will be interpreted and governed in accordance with the laws of the Commonwealth of Puerto Rico. The appearing parties submit themselves to the exclusive jurisdiction of the Court of First Instance of the Commonwealth of Puerto Rico in the event of any litigation arising out of this Deed.----------

-----Eleven: All notices to the parties pursuant to this Deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

----TO SELLER:----------
------Rafael Benet Meléndez ----------
------RR6 Buzón 10698 ----------
------San Juan, PR 00926 ----------
------Electronic Mail: licbenet@hotmail.com ----------

----TO BUYER:----------
------Cabo Rojo Land Acquisition LLC ----------
------733 Third Avenue ----------
------New York, NY 10017----------
------Attention: Eileen Sawyer ----------
------Electronic Mail: roberto.ruiz@ccgc.com.do----------

-----Eleven: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

-----Twelve: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the remaining provisions of this Deed will continue in full force and effect.----------

-----Thirteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver such documents or instruments, public or private, which may be necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any correction deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of Buyer, except that each party shall bear the fees of their respective counsel.----------

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---**FOURTH:** The Notary advises Buyer as to the importance of filing the corresponding property change of ownership application before the CRIM, and to obtain, prior to the execution of this deed, a certification indicating whether any sums related to property taxes are owed by Seller. Pursuant to applicable law, Buyer is responsible for filing at the CRIM the corresponding application for property tax exemption and /or change of ownership, within thirty (30) days from the date of execution hereof. Buyer hereby declares that it is fully aware of the aforementioned obligations and releases the undersigned Notary from this responsibility.

----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ---

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) that this Deed was drafted relying on a title abstract prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions in the preparation of the same. Said title abstract was prepared by Capital Title Services Inc. on December twenty (20), two thousand twenty-three (2023); ----------

-----(c) that after the date of such title abstract and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry as of the date of the title abstract.----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the

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possibility of liens recorded after the date of the certification; ----------

-----(e) of the right of the Buyer to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.;----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property;----------

-----(h) of the importance of recording a copy of this deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this deed is not recorded at the Registry;----------

-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property;----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations;----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its contents.----------

-----(l) of the need and consequences to the Seller of filing the *Planilla Informativa Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles* with the Puerto Rico Treasury Department; and----------

-----(m) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et*

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

seq., is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Seller, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the Seller and their agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed.----------

----------**READING, ACCEPTANCE AND EXECUTION** ----------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratify the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their initials on each page thereof.----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

G.J.F.R.

CONTRATO DE PROMESA RECIPROCA DE COMPRAVENTA

En los lugares y fechas que aparecen bajo las respectivas firmas de cada uno de los comparecientes, para ser efectivo el treinta (30) de noviembre de dos mil veintitrés (2023) (en adelante la "Fecha de Efectividad"),

COMPARECEN:

DE LA PRIMERA PARTE: Las siguientes personas quienes serán llamadas en conjunto **"TORRES"** en adelante en el presente contrato: (i) **CARMEN IVONNE BARRIOS COLLAZO**, también conocida como **IVONNE BARRIOS COLLAZO** (en adelante "**CARMEN**"), mayor de edad, soltera, propietaria y vecina de Aibonito, Puerto Rico, quien comparece en su carácter personal y como miembra de la sucesión (en adelante la "SUCESION") de su difunto esposo, LUIS ALBERTO TORRES SANTIAGO, también conocido como LUIS A. TORRES SANTIAGO (en adelante "LATS"); (ii) **LUIS ALBERTO TORRES ORTIZ**, también conocido como **LUIS A. TORRES ORTIZ** (en adelante "LATO"), quien es mayor de edad, soltero, propietario, vecino de Aibonito, Puerto Rico, e hijo de LATS; (iii) **GERALDO LUIS TORRES ORTIZ**, también conocido como **GERALDO L. TORRES ORTIZ**(en adelante "GERALDO"), quien es mayor de edad, soltero, propietario, vecino de Aibonito, Puerto Rico, e hijo de LATS; (iv) **SAMUEL TORRES ORTIZ**(en adelante "SAMUEL"), quien es mayor de edad, casado, comerciante, vecino de Aibonito, Puerto Rico e hijo de LATS; (v) **WALESKA TORRES BARRIOS** (en adelante "WALESKA"), quien es mayor de edad, soltera, propietaria, vecina de Haines City, Florida, Estados Unidos de América e hija de LATS y (vi) **EDGARDO TORRES BARRIOS**(en adelante "EDGARDO"), quien es mayor de edad, soltero, comerciante, residente de Aibonito, Puerto Rico, e hijo de LATS. LATO, GERALDO, SAMUEL, WALESKA Y EDGARDO comparecen como miembros de la SUCESION; y

DE LA SEGUNDA PARTE: CABO ROJO LAND ACQUISITION LLC, (en adelante **"CRLA"**), una sociedad de responsabilidad limitada organizada y existente al amparo de las leyes del Estado Libre Asociado de Puerto Rico, con el número de seguro social patronal 66-0920011, representada en este contrato por su Representante Autorizada, GLADYS OMAYRA FONTANEZ REYES, mayor de edad, soltera, abogada y vecina de San Juan, Puerto Rico, quien está debidamente autorizada para representar a la CRLA en el presente contrato, según surge de "Certificate of Resolution of CABO ROJO LAND ACQUISITION LLC", firmada en Nueva York, Estados Unidos de América, por Eileen Sawyer, en su capacidad de gerente de CABO ROJO LAND ACQUISITION LLC, el diecisiete (17) de mayo de dos mil veintitrés (2023), ante el notario público de Nueva York Eric Orenstein; y

EXPONEN Y CONVIENEN:

PRIMERO: TORRES es el único dueño en pleno y absoluto dominio y tiene la posesión de la parcela de terreno descrita a continuación según la Sección de San

German del Registro de la Propiedad de Puerto Rico (en adelante el "Registro") y la cual será llamada la "PROPIEDAD" en adelante en el presente contrato:

> "**RUSTICA:** Parcela número ciento seis (106), radicada en el Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de diecinueve mil seiscientos cincuenta y cuatro punto cincuenta y seis (19,654.56) metros cuadrados. En lindes, por el NORTE, con la Bahía de Boquerón en una alineación de cuarenta y cuatro punto ochenta y ocho (44.88) metros y otra alineación de diecinueve punto catorce (19.14) metros cuadrados; por el SUR, con un camino de servidumbre de quince (15) metros de ancho de los cuales siete punto cincuenta (7.50) metros pertenecen a esta finca, esta colindancia mide sesenta y dos punto sesenta y seis (62.66) metros; por el ESTE, con la parcela número ciento cinco (105), en una distancia de trescientos siete punto noventa (307.90) metros; y por el OESTE, con la parcela número ciento siete (107), en una distancia de trescientos uno punto cero cuatro (301.04) metros. La colindancia Sur de la finca se halla afecta a una servidumbre de paso para uso vehicular y peatonal, de quince (15) metros de ancho de los cuales siete punto cincuenta (7.50) metros pertenecen a esta finca, afectando esta servidumbre todo lo largo de la colindancia Sur y resultando en un área afecta por dicha servidumbre de cuatrocientos setenta punto cero tres (470.03) metros cuadrados, los cuales forman parte del área total de la finca".

La referida descripción de la PROPIEDAD es después de haber sido medida por el ingeniero Frank Lozada Díaz, según escritura numero ciento cincuenta y tres (153), otorgada en Boquerón, Puerto Rico, el día diez (10) de julio de de dos mil tres (2003), ante el notario público Rafael Doitteau Cruz, inscrita al folio ciento veintisiete (127) del tomo ochocientos cuarenta y tres (843) de Cabo Rojo del Registro, finca número dieciocho mil ochocientos cuarenta (18,840), inscripción cuarta (4ta)

La PROPIEDAD se identifica en el Registro como finca número dieciocho mil ochocientos cuarenta (18,840), inscrita al folio doscientos ochenta y nueve (289) del tomo quinientos diez (510) de Cabo Rojo del Registro.

La PROPIEDAD fue originalmente adquirida por LATS, CARMEN y la sociedad legal de bienes gananciales compuesta por ambos según las leyes de Puerto Rico, mediante escritura número treinta y siete (37), otorgada en Cabo Rojo, Puerto Rico, el diez (10) de julio de dos mil tres (2003), ante el notario publico Miguel Carlo Montalvo, inscrita al folio ciento veintisiete (127) del tomo ochocientos cuarenta y tres (843) de Cabo Rojo del Registro, finca número dieciocho mil ochocientos cuarenta (18,840), inscripción quinta (5ta).

SEGUNDO: TORRES adquirió la PROPIEDAD como sigue:

2.1. Según se ha descrito anteriormente, CARMEN adquirió un cincuenta por ciento (50%) de la PROPIEDAD cuando estaba casada con LATS, según la escritura número treinta y siete (37), otorgada en Cabo Rojo, Puerto Rico, el diez (10) de junio de dos mil tres (2003), ante el notario público Miguel Carlo Montalvo, inscrita al folio ciento veintisiete (127) del tomo ochocientos cuarenta y tres (843) de Cabo Rojo del Registro, finca dieciocho mil ochocientos cuarenta (18,840), inscripción quinta (5ta);

2.2. Los miembros de la SUCESION, es decir, CARMEN, LATO, GERALDO, SAMUEL, WALESKA Y EDGARDO, adquirieron el cincuenta por ciento (50%) restante de la PROPIEDAD al fallecimiento de LATS, pero la PROPIEDAD aún aparece a nombre de LATS y CARMEN en el Registro.

TERCERO: El número de catastro asignada a la PROPIEDAD en el Centro de Recaudación de Ingresos Municipales ("CRIM") es el trescientos setenta y nueve guion cero ochenta y nueve guion trescientos veintisiete guion setenta y seis guion cero cero cero (379-089-327-000):

CUARTO: Por su procedencia, la PROPIEDAD está libre de cargas y gravámenes. Por sí, la PROPIEDAD está sujeta a las siguientes cargas y gravámenes:

4.1. Condiciones restrictivas de servidumbre en equidad, constituidas según escritura número ciento treinta y tres (133), otorgada en Mayagüez, Puerto Rico, el veinte (20) de noviembre de dos mil dos (2002), ante el notario público Luis Roberto Santos, inscrita al folio ciento veintisiete (127) del tomo ochocientos cuarenta y tres (843) del Registro, finca número dieciocho mil ochocientos cuarenta (18,840), inscripción tercera (3ra).

QUINTO: TORRES aquí se compromete a vender, ceder y traspasar título en pleno y absoluto dominio sobre la PROPIEDAD y la posesión de la PROPIEDAD a CRLA, y CRLA aquí se compromete y obliga a comprarle a TORRES título en pleno y absoluto dominio sobre la PROPIEDAD, y la posesión de la misma, según los siguientes:

TÉRMINOS Y CONDICIONES:

5.1. El precio de compraventa de la PROPIEDAD será la suma alzada de UN MILLON TRESCIENTOS MIL DOLARES ($1,300,000) (en adelante el "Precio de Compraventa"). El Precio de Compraventa no estará sujeto o condicionado a una tasación y TORRES no estará obligado a ajustar o reducir el Precio de Compraventa como resultado de tasación(es) obtenida(s) por CRLA o por cualquier otra persona o entidad.

5.2. El Precio de Compraventa será pagado por CRLA a TORRES de la siguiente forma:

(i) Dentro de los diez (10) días laborables siguientes a la Fecha de Efectividad del presente contrato, la suma de SESENTA Y CINCO MIL DOLARES ($65,000) será depositada mediante cheque de gerente a la orden del Secretario del Tribunal, en la secretaría de la Sala Superior de Aibonito del Tribunal de Primera Instancia del Estado Libre Asociado de Puerto Rico (en adelante el "Tribunal"), para ser custodiada y posteriormente distribuida según determine el Tribunal en el Caso Civil Número AI2020CV00215 sobre Declaratoria de Herederos de LATS, como depósito del precio pactado de CRLA a TORRES. Si la Escritura de Compraventa no puede otorgarse por razones atribuibles a TORRES, dicha suma será devuelta por el Tribunal a CRLA, sin intereses. Si la Escritura de Compraventa no puede otorgarse por causas atribuibles a CRLA, dicha suma será retenida por el Tribunal y entregada a TORRES como daños líquidos.

(ii) La suma restante de UN MILLON DOSCIENTOS TREINTA Y CINCO MIL DOLARES ($1,235,000) será pagada por CRLA a TORRES simultáneamente con el otorgamiento de la Escritura de Compraventa.

5.3. Antes del otorgamiento de la Escritura Compraventa, los miembros de la SUCESIÓN tendrán que someter evidencia a CRLA de que han obtenido el relevo del Departamento de Hacienda a tenor con la Planilla de Caudal relicto. Cuando el Departamento de Hacienda de Puerto Rico emita el correspondiente relevo del caudal relicto de la SUCESIÓN, los miembros de la SUCESIÓN aquí comparecientes someterán al Registro una instancia (en adelante la "Instancia") requiriendo la inscripción a su favor del cincuenta por ciento (50%) del titulo en pleno dominio de la PROPIEDAD. La Escritura de Compraventa se otorgará dentro de los treinta (30) días calendario siguiente al recibo por CRLA de evidencia de la radicación en el Registro de la Instancia, con todos sus sellos, comprobantes y derechos de inscripción, si alguno, debidamente pagados por TORRES.

5.4. La Escritura de Compraventa conferirá a la CRLA la inmediata posesión de la PROPIEDAD sin necesidad de formalismo, documento o solicitud alguna.

5.5. Todas las contribuciones sobre la propiedad inmueble correspondientes a la PROPIEDAD, así como la contribución especial correspondiente a la PROPIEDAD, hasta la fecha del otorgamiento de la Escritura de Compraventa, serán por cuenta y cargo de TORRES. De entonces en adelante serán por cuenta de CRLA.

5.6. Simultáneamente con el otorgamiento de la Escritura de Compraventa, TORRES traspasará a la COMPRADORA título en pleno y absoluto dominio sobre la PROPIEDAD, vacante y libre de cargas y gravámenes, como está, donde está, sujeta solamente a las condiciones restrictivas y servidumbres mencionadas en el párrafo CUARTO de este contrato.

5.7. CRLA específicamente reconoce y acepta que, excepto según se dispone expresamente en el presente contrato, (i) TORRES, mediante la Escritura de Compraventa, venderán y CRLA comprará la PROPIEDAD "donde está, como está" con todas sus faltas y defectos; (ii) CRLA no está descansando en representación o garantía de clase alguna, oral o escrita, expresa o implícita, estatutaria o de cualquier otra naturaleza, de parte de TORRES o de algún agente, empleado, miembro, representante, abogado o corredor (cada uno de ellos un "AFILIADO DE TORRES") acerca de cualquier asunto concerniente a la PROPIEDAD, o que aparezca o este contenido o mencionado en cualquier material, documento, estudio, reporte, información o datos relacionados a la PROPIEDAD provisto(s) por TORRES a CRLA (incluyendo sin limitación, su corrección e integridad) e incluyendo, sin limitación: (a) la calidad, naturaleza, habitabilidad, mercabilidad, uso, operación, valor, adecuacidad o condición física de la PROPIEDAD o cualquier aspecto o porción de la misma (incluyendo, sin limitación, elementos estructurales, cimientos, techos, accesorios, accesos, jardinería, facilidades de estacionamiento, electricidad, plomería, HVAC, e instalaciones mecánicas, alcantarillado, servicios ["utilities"], facilidades, enseres, suelos, geología y nivel freático); (b) las dimensiones, áreas y tamaño de la PROPIEDAD y los pies cuadrados de los edificios o mejoras en la misma, si alguno, o de cualquier espacio arrendado en la misma; (c) el potencial de desarrollo o ingresos de la PROPIEDAD, o derechos relacionados a la PROPIEDAD o al uso, habitabilidad, mercabilidad, aptitud física, valor, o adecuacidad de la PROPIEDAD para cualquier propósito; (d) la zonificación u otro estado o condición legal de la PROPIEDAD o cualquier otra restricción pública o privada en el uso de la PROPIEDAD, el cumplimiento de la PROPIEDAD con cualquier aplicable código, ley, regulación, estatuto, ordenanza, convenio, condición y restricción de cualquier autoridad gubernamental o de otra persona o entidad (incluyendo, sin limitación, el "American with Disabilities Act"); (e) la capacidad de CRLA o de cualquier otra persona de obtener cualquier necesaria aprobación gubernamental, licencia o permiso para el uso propuesto para la PROPIEDAD por CRLA o aquellas otras personas que contemplan usar o desarrollar la PROPIEDAD (f) la calidad de cualquier labor, trabajo o material usado en la construcción de cualquier mejora; (g) las condiciones económicas o los ingresos y gastos, proyecciones de ingresos o gastos y otros asuntos financieros acerca de la operación de la PROPIEDAD. CRLA expresamente reconoce y acuerda que CRLA no está descansando en representación o garantía alguna por parte de TORRES o de AFILIADOS DE TORRES, ya sea implícita, presumida o expresamente provista por ley o de otra forma, que surja en virtud de cualquier estatuto, derecho común o cualquier otro vinculante derecho o remedio a favor de CRLA. CRLA también reconoce y acuerda que TORRES no tiene obligación alguna de hacer investigaciones acerca de cualquier asunto conocido o desconocido por TORRES o cualquier AFILIADO DE TORRES. Al otorgarse la Escritura de Compraventa, CRLA asumirá el riesgo de asuntos adversos relacionados con investigaciones adversas y CRLA, al otorgarse la Escritura de Compraventa, se entenderá que ha reconocido y relevado a TORRES y a los AFILIADOS DE TORRES de y contra cualquier reclamación, de cualquiera y toda

naturaleza y carácter (incluyendo honorario de abogados), conocida o desconocida, que CRLA pudiera haber presentado o alegado o pudiere presentar o alegar en el futuro contra TORRES o cualquier AFILIADO DE TORRES en cualquier momento por causa de, o que surgiere de, cualquier defecto aparente o latente, condición física, violación a cualquier ley aplicable y cualquier otro acto, omisión, evento, circunstancia o asunto relacionado a la PROPIEDAD.

5.8. Los honorarios notariales de la Escritura de Compraventa, sellos en el original, sellos en la primera copia certificada y derechos de inscripción de la Escritura de Compraventa en el Registro serán pagados por CRLA.

SEXTO: El presente contrato será interpretado según la ley de Puerto Rico y gobernado por las mismas. Las partes comparecientes se someten a la jurisdicción exclusiva del Tribunal General de Justicia del Estado Libre Asociado de Puerto Rico, en caso de cualquier litigio que surja relacionado con el presente contrato.

SÉPTIMO: Todas las notificaciones a las partes en virtud del presente contrato deberán ser por correo certificado, con acuse de recibo, con copias por correo electrónico, a las siguientes direcciones de las partes:

A TORRES:

CARMEN IVONNE BARRIOS COLLAZO
PO Box 173
Mercedita, PR 00715-0173
bufetelegaloctaviocapo@hotmail.com
Atención: Lcdo. Octavio Capó Pérez

LUIS A. TORRES ORTIZ
Urbanización Miradores de Cayey
12 Calle Paisajes
Cayey, PR 00736-8601
n.berrioslaw@gmail.com
Atención: Lcda. Nitzali Berríos

GERALDO L. TORRES ORTIZ
Urbanización Miradores de Cayey
12 Calle Paisajes
Cayey, PR 00736-8601
n.berrioslaw@gmail.com
Atención: Lcda. Nitzali Berríos

SAMUEL TORRES ORTIZ

Urbanización Miradores de Cayey
12 Calle Paisajes
Cayey, PR 00736-8601
n.berrioslaw@gmail.com
Atención: Lcda. Nitzali Berríos

WALESKA TORRES BARRIOS
PO Box 173
Mercedita, PR 00715-0173
bufetelegaloctaviocapo@hotmail.com
Atención: Lcdo. Octavio Capó Pérez

EDGARDO TORRES BARRIOS
PO Box 173
Mercedita, PR 00715-0173
bufetelegaloctaviocapo@hotmail.com
Atención: Lcdo. Octavio Capó Pérez

A CRLA:

CABO ROJO LAND ACQUISITION LLC
733 Third Avenue
New York, NY 10017
Atención: Eileen Sawyer
Correo electrónico: roberto.ruiz@ccgc.com.do

OCTAVO: TORRES desconoce si terceras personas han depositado basura o material tóxico en la PROPIEDAD. No obstante, TORRES representa y garantiza a CRLA que, según el mejor conocimiento de TORRES, en la PROPIEDAD no hay sustancias tóxicas, peligrosas, contaminadas o contaminantes y la PROPIEDAD nunca ha sido usada como depósito de basura, desperdicios, o sustancias tóxicas contaminadas o contaminantes. EXEPTO POR LA REPRESENTACIONES INCLUIDAS EN EL PRESENTE CONTRATO, CRLA RECONOCE QUE NO ESTA DESCANSANDO EN REPRESENTACION O GARANTIA ALGUNA DE TORRES O DE ALGUN AGENTE, OFICIAL, EMPLEADO O REPRESENTANTE DE TORRES ACERCA DE LA PROPIEDAD. CRLA, MEDIANTE EL PRESENTE CONTRATO ACUERDA QUE, HASTA EL MAXIMO PERMITIDO POR LEYES APLICABLES, LA COMPRAVENTA OBJETO DEL PRESENTE CONTRATO SE HARA SIN REPRESENTACION, CONVENIO O GARANTIA DE CLASE ALGUNA (EXPRESA, IMPLICITA O ESTATUTARIA) POR PARTE DE TORRES, EXCEPTO SEGÚN SE DISPONE EXPRESAMENTE EN EL PRESENTE CONTRATO.

NOVENO: CRLA reconoce y acepta que el señor José E. Pérez Cruz, corredor de bienes raíces con licencia de Puerto Rico número diez mil cuatrocientos setenta y ocho (10,478), solo o en asociación con otro(s) corredor(es), ha actuado como corredor representando a CRLA en la transacción objeto del presente contrato y que TORRES no tiene responsabilidad ni obligación alguna para con el señor José E. Pérez Cruz. Los honorarios del señor Pérez Cruz y su(s) asociado(s), si alguno, por dichos servicios son responsabilidad de CRLA y serán pagados por CRLA al señor Pérez Cruz simultáneamente con el otorgamiento de la Escritura de Compraventa. Dichos honorarios ascenderán a la suma de sesenta y cinco mil dólares ($65,000), equivalente al cinco por ciento (5%) del Precio de Compraventa. TORRES no será responsable de ningún pago a hacerse al señor Pérez Cruz.

DÉCIMO: Desde la fecha del otorgamiento del presente contrato hasta la fecha del otorgamiento de la Escritura de Compraventa, CRLA queda autorizada a someter a las entidades y/o agencias gubernamentales pertinentes solicitudes de permisos, aprobaciones y endosos para el desarrollo en la PROPIEDAD de parte de un proyecto residencial turístico, cónsono con la zonificación de la PROPIEDAD. TORRES se compromete y obliga a otorgar cuantos documentos y/o autorizaciones escritas sean necesarias para que CRLA pueda solicitar a las entidades y/o agencias gubernamentales concernidas los permisos, aprobaciones y endosos requeridos para dicho proyecto, *incluyendo, sin limitación la carta unida como* ***Anejo I*** *al presente contrato.* TORRES *no* se hace responsable por las solicitudes sometidas a entidades y/o agencias gubernamentales, ni el resultado de estas, incluyendo las aprobaciones o no de dichas agencias y/o entidades.

UNDÉCIMO: El plural y el singular, así como el masculino, femenino neutro y otros géneros se usan indistintamente en el presente contrato.

DUODÉCIMO: Si alguno o algunos de los miembros de la SUCESIÓN incumpliere con los términos y condiciones establecidos en el presente contrato, procedería la devolución inmediata del depósito completo entregado a TORRES en virtud de la Sección 5.2(i) del presente contrato y CRLA aceptaría que cualquier reclamación adicional fuere sólo contra el heredero o herederos que incumpliere(n) y no contra los demás.

DÉCIMO TERCERO: En caso de que cualquier clausula o disposición del presente contrato fuere declarada nula o invalida mediante resolución, sentencia u orden judicial final y firme, entonces el resto del contrato continuará en pleno vigor y efecto.

DECIMO CUARTO: El presente contrato podrá ser otorgado en contrapartes ("counterparts") y, una vez que todas las partes hayan firmado al menos una contraparte, todas las contrapartes formarán un solo contrato.

POR TANTO, las partes comparecientes suscriben y otorgan el presente contrato en la fechas y lugares que aparecen debajo de sus respectivas firmas, para ser efectivo

en San Juan, Puerto Rico, en la fecha que aparece en el párrafo introductorio del presente contrato.

CARMEN IVONNE BARRIOS COLLAZO
también conocida como Ivonne Barrios Collazo
Fecha: 16 NOV. 2023
Lugar: Santa Isabel, Puerto Rico

LUIS ALBERTO TORRES ORTIZ
también conocido como Luis A. Torres Ortiz
Fecha: 16 nov. 2023
Lugar: Santa Isabel, Puerto Rico

GERALDO LUIS TORRES ORTIZ
también conocido como Geraldo L. Torres Ortiz
Fecha: 16 noviembre 2023
Lugar: Santa Isabel, Puerto Rico

SAMUEL TORRES ORTIZ
Fecha: 16 noviembre 2023
Lugar: Santa Isabel, Puerto Rico

WALESKA TORRES BARRIOS
Fecha:
Lugar:

EDGARDO TORRES BARRIOS
Fecha: 16 noviembre 2023
Lugar: Santa Isabel, Puerto Rico

CABO ROJO LAND ACQUISITION LLC

GLADYS OMAYRA FONTANEZ REYES
Representante Autorizada
Fecha: 20 de noviembre de 2023
Lugar: San Juan, Puerto Rico

Affidavit Número:_____

AFIDAVIT NÚMERO: 4551

Reconocido y suscrito ante mí por Carmen Ivonne Barrios Collazo, mayor de edad, soltera, propietaria y vecina de Aibonito, Puerto Rico, a quien conozco personalmente. En Santa Isabel, Puerto Rico, hoy dieciséis - - - - - (16) de noviembre de dos mil veintitrés (2023).





Notario Público

CBB

LGT

Affidavit Número: 4552

GT

Reconocido y suscrito ante mí por Luis Alberto Torres Ortiz, también conocido como Luis A. Torres Ortiz, mayor de edad, soltero, propietario y vecino de Aibonito, Puerto Rico, a quien conozco personalmente. En Santa Isabel, Puerto Rico, hoy dieciséis - - - - - (16) de noviembre de dos mil veintitrés (2023).

SO

E-S

6.2.f.k.





Notario Público

Affidavit Número: 4553

Reconocido y suscrito ante mí por Geraldo Luis Torres Ortiz, también conocido como Geraldo L. Torres Ortiz, mayor de edad, soltero, propietario y vecino de Aibonito, Puerto Rico, a quien conozco personalmente. En Santa Isabel, Puerto Rico, hoy dieciseis - - - - - - (16) de noviembre de dos mil veintitrés (2023).

MARIA DEL ROSARIO PUJOL THOMPSON
ABOGADO-NOTARIO



Notario Público

Affidavit Número: 4554

Reconocido y suscrito ante mí por Samuel Torres Ortiz, mayor de edad, casado, propietario y vecino de Aibonito, Puerto Rico, a quien conozco personalmente. En Santa Isabel, Puerto Rico, hoy dieciseis - - - - - - (16) de noviembre de dos mil veintitrés (2023).

MARIA DEL ROSARIO PUJOL THOMPSON
ABOGADO-NOTARIO



Notario Público

Affidavit Número: 4555

Reconocido y suscrito ante mí por **Edgardo Torres Barrios**, mayor de edad, soltero, comerciante y vecino de Aibonito, Puerto Rico, a quien conozco personalmente. En Santa Isabel, Puerto Rico, hoy dieciséis - - - - (16) de noviembre de dos mil veintitrés (2023).

MARÍA DEL ROSARIO PUJOL THOMPSON
ABOGADO-NOTARIO



Notario Público

Affidavit Número: 4557

Reconocido y suscrito ante mí por Gladys Omayra Fontanez Reyes, mayor de edad, soltera, abogada y vecina de San Juan, Puerto Rico en su carácter de Representante Autorizada de Cabo Rojo Land Acquisition LLC, a quien conozco personalmente. En San Juan, Puerto Rico, hoy veinte - - - - - - (20) de noviembre de dos mil veintitrés (2023).

MARÍA DEL ROSARIO PUJOL THOMPSON
ABOGADO-NOTARIO



Notario Público

Anejo I

[FECHA]

A QUIEN PUEDA INTERESAR

Re: *CONTRATO DE PROMESA RECIPROCA DE COMPRAVENTA suscrito entre* (i) Carmen Ivonne Barrios Collazo, también conocida como Ivonne Barrios Collazo; (ii) Luis Alberto Torres Ortiz, también conocido como Luis A. Torres Ortiz; (iii) Geraldo Luis Torres Ortiz, también conocido como Geraldo L. Torres Ortiz; (iv) Samuel Torres Ortiz; (v) Waleska Torres Barrios; (vi) Edgardo Torres Barrios; y (vii) Cabo Rojo Land Acquisition LLC, el día _____ ( ) de noviembre de dos mil veintitrés (2023), según afidávits número _____, ante el/la notario(a) público(a) _____. (en adelante el "Contrato")]

Mediante el Contrato, nosotros, como dueños del inmueble que se describe a continuación (en adelante el "Inmueble"), nos comprometimos a vender el Inmueble a Cabo Rojo Land Acquisition LLC:

"**RUSTICA:** Parcela número ciento seis (106), radicada en el Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de diecinueve mil seiscientos cincuenta y cuatro punto cincuenta y seis (19,654.56) metros cuadrados. En lindes, por el NORTE, con la Bahía de Boquerón en una alineación de cuarenta y cuatro punto ochenta y ocho (44.88) metros y otra alineación de diecinueve punto catorce (19.14) metros cuadrados; por el SUR, con un camino de servidumbre de quince (15) metros de ancho de los cuales siete punto cincuenta (7.50) metros pertenecen a esta finca, esta colindancia mide sesenta y dos punto sesenta y seis (62.66) metros; por el ESTE, con la parcela número ciento cinco (105), en una distancia de trescientos siete punto noventa (307.90) metros; y por el OESTE, con la parcela número ciento siete (107), en una distancia de trescientos uno punto cero cuatro (301.04) metros. La colindancia Sur de la finca se halla afecta a una servidumbre de paso para uso vehicular y peatonal, de quince (15) metros de ancho de los cuales siete punto cincuenta (7.50) metros pertenecen a esta finca, afectando esta servidumbre todo lo largo de la colindancia Sur y resultando en un área afecta por dicha servidumbre de cuatrocientos setenta punto cero tres (470.03) metros cuadrados, los cuales forman parte del área total de la finca".

El Inmueble se identifica en el Registro como finca número dieciocho mil ochocientos cuarenta (18,840), inscrita al folio doscientos ochenta y nueve (289) del tomo quinientos

diez (510) de Cabo Rojo, Sección de San Germán del Registro de la Propiedad de Puerto Rico.

Cabo Rojo Land Acquisition LLC nos ha informado que, directamente o a través de empresas afiliadas, Cabo Rojo Land Acquisition LLC ha opcionado y/o es dueña de varias fincas colindantes o cercanas al Inmueble y propone desarrollar en dichas fincas y en el Inmueble un proyecto residencial turístico de clase mundial, el cual incluirá, entre otras instalaciones, varios hoteles, dos campos de golf, un "town center", unidades residenciales y facilidades recreativas, comerciales y de servicio (en adelante el "Proyecto").

Mediante la presente, autorizamos a Cabo Rojo Land Acquisition LLC, para que, directamente o a través de sus afiliadas, agentes, contratistas o mandatarios, presenten a las agencias gubernamentales concernidas solicitudes de permisos, aprobaciones y endosos para el Proyecto, incluyendo, sin limitación, su Consulta de Ubicación y el deslinde de la zona marítimo-terrestre.

La presente autorización podrá ser otorgada en contrapartes ("counterparts") y, una vez que todas las partes hayan firmado al menos una contraparte, todas las contrapartes formarán una sola autorización.

La presente autorización no incluye y explícitamente excluye autorización para la ejecución de construcciones, mejoras o alteraciones en el Inmueble mientras el mismo no se haya vendido en virtud del Contrato.

Atentamente,

CARMEN IVONNE BARRIOS COLLAZO también conocida como Ivonne Barrios Collazo	LUIS ALBERTO TORRES ORTIZ también conocido como Luis A. Torres Ortiz
GERALDO LUIS TORRES ORTIZ también conocido como Geraldo L. Torres Ortiz	SAMUEL TORRES ORTIZ
WALESKA TORRES BARRIOS	EDGARDO TORRES BARRIOS

CERTIFICO que en la misma fecha y lugar de su otorgamiento expedí primera copia certificada a favor de la parte compradora. DOY FE. ----

Notario(a) Público(a)

MARIA DEL ROSARIO PUJOL THOMPSON
ABOGADO-NOTARIO

G.D.F.R.

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----DEED NUMBER TWENTY NINE (29)----------

------ DEED OF OPTION TO PURCHASE REAL ESTATE ------

---In the City of San Juan, Puerto Rico, on this twelfth (12th) day of May, two thousand twenty three (2023),----------

---------- **BEFORE ME,** ----------

---MARIA DEL ROSARIO PUJOL THOMPSON, Attorney-at-Law and Notary Public in and for the Commonwealth of Puerto Rico, with residence in Guaynabo, Puerto Rico, and offices located at suite two hundred (200), Puerta del Condado Building, one thousand ninety five (1095) Wilson Street, San Juan, Puerto Rico,----------

---------- **APPEAR:** ----------

---AS PARTY OF THE FIRST PART: ROBERTO DANIEL ACOSTA MARTIN, of legal age, single, electrical engineer and resident of Cabo Rojo, Puerto Rico (hereinafter "Roberto");----------

---AS PARTY OF THE SECOND PART: JAVIER ACOSTA MARTIN, of legal age, married, electrical engineer and resident of Cabo Rojo, Puerto Rico (hereinafter "Javier");-------

---AS PARTY OF THE THIRD PART: CARLOS DAVID ACOSTA MARTIN, of legal age, single, contractor and resident of Hormigueros, Puerto Rico (hereinafter "Carlos");----------

---AS PARTY OF THE FOURTH PART: RAMONITA MARTIN VELEZ, of legal age, single, property owner and resident of Cabo Rojo, Puerto Rico (hereinafter "Ramonita"). Ramonita appears herein represented by her three (3) attorneys-in-fact, Roberto, Javier and Carlos, pursuant to Deed of General Durable Power of Attorney and Designation

of Tutor ("Poder General Duradero y Designación de Tutor"), executed by Ramonita in Cabo Rojo, Puerto Rico, on January nineteen (19), two thousand twenty three (2023), before notary public Carlos E. Ortíz Collado (the "Power of Attorney"). Notification of the execution of the Power of Attorney was recorded with the number eighteen seventeen dash three hundred sixty (1817-360), on January thirty (30), two thousand twenty three (2023), at the General Registry of Notarial Competencies (Registro General de Competencias Notariales") of the Office of Notarial Inspections ("Oficina de Inspección de Notarías") of the Supreme Court of Puerto Rico.----------

---I, the Notary, hereby certify to have had before me a certified copy of the Power of Attorney, and in my opinion, the Power of Attorney is in full compliance with the all legal requirements needed to authorize Roberto, Javier and Carlos to appear in this public Deed on behalf of Ramonita.----------

---Roberto, Javier, Carlos and Ramonita will be referred jointly hereinafter as "Sellers".----------

---AS PARTY OF THE FIFTH PART: PR INVESTCO LLC (hereinafter "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of the State of Delaware, United States of America, represented herein by its authorized representative, MS. GLADYS OMAYRA FONTANEZ REYES, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this public deed arises from Certificate of Resolution of PR INVESTCO LLC signed by Eileen Sawyer in her capacity of Manager of PR INVESTCO

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LLC, executed on December thirteen (13), two thousand twenty two (2022), in New York, New York, United States of America, before notary public Eric Orenstein, an original of which I, the Notary, hereby certify to have had before me, and which, in my opinion, is in full compliance with all legal requirements to authorize Ms. Gladys Omayra Fontanez Reyes to appear in this public deed on behalf of Buyer; and----------

---AS THE PARTY OF THE SIXTH PART: JOSE ENRIQUE PEREZ CRUZ, also known as José E. Pérez (hereinafter the "Broker"), who is of legal age, married, real estate broker, and resident of Bayamón, Puerto Rico.----------

---I, the Notary, certify that I am personally acquainted with all parties, and through their statements, I further certify as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and accordingly they do hereby----------

----------STATE AND AGREE----------

---FIRST: <u>The Property; Title, Liens and Encumbrances</u>.------

-----One. <u>Title</u>. Sellers are the owners in fee simple title ("pleno dominio") and have the possession of the parcel of land described in the Spanish Language as follows (hereinafter the "PROPERTY"):----------

---"RUSTICA: Parcela número setenta y dos (72), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalente a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En linderos: por el NORTE, con la parcela número cuarenta y dos (42) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5)

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pertenecen a esta parcela; por el SUR, con la parcela número setenta y tres (73) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número cuarenta y uno (41) y servidumbre de paso de diez (10) metros de ancho de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con el Mar Caribe.----------
---Para uso de fines agrícolas."----------

---The PROPERTY is property number eighteen thousand seven hundred eighteen (18,718), recorded at page number sixty seven (67), of volume eight hundred sixty four (864), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

---The real property tax identification number ("número de catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to the PROPERTY is four hundred and two dash zero zero seven dash three hundred twenty seven dash ninety dash zero zero zero (402-007-327-90-000).----------

---The PROPERTY, by its origin and by itself is free of liens and/or encumbrances.----------

---SECOND: Buyer wishes to acquire an option to buy the PROPERTY, with all its improvements, and rights and annexes, and Sellers wish to grant, and hereby grant, said option to Buyer (hereinafter the "Option"), which is done pursuant to this public instrument and in accordance with the following----------

----------TERMS AND CONDITIONS:----------

-----2.1. The purchase-sale price of the PROPERTY will be the lump sum of ONE MILLION DOLLARS ($1,000,000), payable to Sellers simultaneously with the execution of the deed whereby Buyer acquires fee simple title ("pleno dominio") to the PROPERTY (the "Purchase-Sale Deed").-----

LIC. MARÍA DEL ROSARIO PUJOL THOMPSON ABOGADO-NOTARIO

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-----2.2. As consideration for the Option, Buyer has paid to Sellers, simultaneously with the execution of this public deed or before its execution, the sum of FIFTY THOUSAND DOLLARS ($50,000), as good faith deposit (the "Deposit"), which will be non-reimbursable, except only as set forth below in this public deed. Sellers hereby acknowledge receipt of the Deposit.----------

-----2.3. The Option is granted for a term (the "Term") equal to: (i) nine (9) months, starting on the date of execution of this public deed and ending on February twelve (12), two thousand twenty four (2024); or (ii) thirty (30) calendar days after the Sellers file for Recordation in the Registry of the Property of Puerto Rico all documentation required to grant to Sellers fee simple title to the PROPERTY, as legitimate heirs of Roberto Acosta Cabán (the "Instancia"), **whichever occurs later**.----------

-----2.4. The Deposit will be credited to the first payment of the purchase-sale price of the PROPERTY which will be made on the date of the execution of the Purchase-Sale Deed.----------

-----2.5. If the Term ends and Buyer has not bought the PROPERTY within the Term (except for reasons attributable to Sellers), then the Deposit will be lost by Buyer, and will become the property of Sellers, as liquidated damages. If the PROPERTY cannot be bought by Buyer within the Term, for reasons attributable to Sellers, then Sellers will reimburse the Deposit to Buyer at the end of the Term.----------

-----2.6. The real estate property taxes payable to the Centro de Recaudaciones de Ingresos Muncipales ("CRIM"),

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and all special taxes (if applicable) of the PROPERTY will be the responsibility of Sellers and payable by Sellers up to the date of execution of the Purchase-Sale Deed (the "Closing Date"). Thereafter they shall be the responsibility of Buyer and payable by Buyer.----------

-----2.7. The Purchase-Sale Deed shall be executed before a notary public selected by Buyer.----------

-----2.8. Through the Purchase-Sale Deed, Buyer will acquire recordable fee simple title to the PROPERTY and the possession thereof, "as is, where is", free and clear of occupants, liens and encumbrances. During the Term of the Option, Sellers will have the possession of the PROPERTY and will be allowed to conduct legal business activities in the PROPERTY.----------

-----2.9. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of the Property of Puerto Rico of this public deed and of the Purchase-Sale Deed will be paid by Buyer.----------

-----2.10. This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them.----------

-----2.11. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of Puerto Rico, Section of San Juan, in the event of any litigation pursuant to this public deed.----------

-----2.12. All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

------TO SELLERS:----------

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------Roberto D. Acosta Martín----------
------PO Box 6534----------
------Mayaguez, PR 00681----------
------Electronic Mail: rmartin@amelectricpr.com----------

------Javier Acosta Martín----------
------PO Box 6534----------
------Mayaguez, PR 00681----------
------Electronic Mail: jacosta@amelectricpr.com----------

------Carlos D. Acosta Martín----------
------PO Box 6534----------
------Mayaguez, PR 00681----------
------Electronic Mail: cacosta@mpl-pr.com----------

------Ramonita Martín Vélez----------
------PO Box 6534----------
------Mayaguez, PR 00681----------
------Electronic Mail: racosta@accurateworks.com----------

------TO BUYER:----------
------PR INVESTCO LLC----------
-------733 Third Avenue----------
-------New York, NY 10017----------
------Attention: Eileen Sawyer----------
-----Electronic Mail: roberto.ruiz@ccgc.com.do----------

------TO THE BROKER:----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920----------
------Attention: José Enrique Pérez Cruz----------
-----Electronic Mail: passportre@gmail.com----------

-----2.13. Sellers represent and warrant to Buyer that, to the best of Sellers' knowledge, in the PROPERTY there are no toxic, dangerous, contaminated or contaminating substances, and that the PROPERTY has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----2.14. The appearing parties acknowledge that the Broker, mister José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the subject of this Option. The fees to Mr. Pérez Cruz

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and his associates, if any, for said service will be the responsibility of Buyer and paid simultaneously with the execution of the Purchase-Sale Deed, only if the Option is exercised by Buyer and Buyer buys the PROPERTY pursuant to the Option. Said fees will amount to FIFTY THOUSAND DOLLARS ($50,000), equivalent to five percent (5%) of the purchase-sale price of the PROPERTY.----------

-----2.15. The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed.----------

-----2.16. In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgement or judicial order, then and in that event the rest of this public deed will continue in full force and effect.

-----2.17. During the Term, Buyer and its employees, agents and/or contractors are authorized to enter the PROPERTY to make studies, identify boundaries, take measurements and make inspections, during business days and hours, and the persons entering the PROPERTY pursuant to this authorization will be responsible for the damages suffered or caused by them in the PROPERTY. Every employee who enters the PROPERTY pursuant to this authorization will be insured by a valid policy of the Puerto Rico State Insurance Fund, and, if applicable, of the "Chauffers' Insurance" or "Seguro Choferil". In addition, Buyer will have in place, during the term of the Option, a public liability insurance policy covering damages caused or suffered in the PROPERTY by the persons who enter it pursuant to this authorization, with a minimum coverage of ONE MILLION DOLLARS ($1,000,000)

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per occurrence. Sellers will appear as co-insured in the policy, together with Buyer.----------

-----2.18. During the Term, Buyer is authorized to seek the approvals, permits and endorsements necessary for the development in the PROPERTY of a residential, recreational and tourism project, or of part of a residential, recreational and tourism project, provided the existing DTS zoning of the PROPERTY is not changed, and that such approvals, permits and endorsements (i) comply with the requirements of the existing DTS zoning of the PROPERTY; and (ii) do not negatively affect and/or diminish the value or quality of the PROPERTY. Sellers hereby commit to confirm this authorization in writing if required by Buyer, for presentation to the corresponding public or governmental agencies and entities. If the PROPERTY is not purchased by Buyer, all approvals, permits and endorsements obtained by Buyer for the PROPERTY pursuant to the aforesaid authorization will be transferred and assigned by Buyer to Sellers at the end of the Term, at no cost to Sellers.----------

-----2.19. The PROPERTY may not be altered during the Term, except only if specifically authorized in advance, in writing, by Sellers and Buyer.----------

-----2.20. The Option is not transferable by Sellers. Conversely, Buyer is authorized to transfer or assign this agreement and all its rights and obligations hereunder, at the sole option and discretion of Buyer to any entity affiliated to or assigned by Buyer.----------

---**THIRD:** Additional Documentation. The parties hereto agree to execute and deliver any additional instruments and

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documents that may be necessary to record the transaction contemplated in this deed in the Registry of the Property of Puerto Rico. Any costs and expenses, including attorneys' fees, incurred in connection with the execution of any additional instruments and documents shall be for the account of the Buyer. ----------

---**FOURTH:** Request to the Registrar. The Honorable Registrar of the Property of Puerto Rico is respectfully requested to record in the Registry of the Property of Puerto Rico the Option, as set forth in this deed.----------

---**FIFTH:** If Buyer does not purchase the PROPERTY pursuant to the Option, Buyer will, within thirty (30) consecutive calendar days after the end of the Term, at Buyer's cost and expense, (i) cancel the lien or encumbrance on the PROPERTY created by the Option; and (ii) file for recordation in the Registry of the Property of Puerto Rico any and all documents needed for the recording of said cancellation in the Registry of the Property. If the appearance of Sellers is required in said cancellation, Sellers will appear therein.----------

MARIA DEL ROSARIO PUJOL THOMPSON ABOGADO-NOTARIO

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----------**ACCEPTANCE AND WARNINGS**----------

---The appearing parties to this deed accept the same as drafted because it has been drawn up in accordance with their stipulations, terms and conditions. I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this deed and they were fully advised by me thereon. Specifically, I advised them of the following:----------

-----(a) That any liens or encumbrances affecting title to the PROPERTY that may be filed for recordation prior to the filing

of this deed may be legally binding and could take precedence over this deed.----------

-----(b) It is advisable to verify the status of liens and encumbrances on the PROPERTY as they may appear from the Registry of the Property of Puerto Rico on the date hereof and of the adverse consequences which may result from the failure to do so. To this effect, the appearing parties have been warned and advised by the subscribing Notary Public about the following: (i) that the digital system of recordation of the Digital Registry of Immovable Property of the Commonwealth of Puerto Rico provides Access to the Electronic Diary of Daily Operations, the Electronic Book of Recordations, and the Single Book of Liens ("Libro Unico de Embargos") twenty four (24) hours a day, seven (7) days a week for both inquiries and filings which may affect the registration or rights under this deed; (ii) that said electronic books have been reviewed up to the date of the title search prepared for this transaction; and (iii) that the authorizing Notary Public has not consulted the Registry of the Property of Puerto Rico in any way whatsoever after the date of the aforementioned title search, to all of which the appearing parties give their acceptance and compliance, being fully aware of its consequences.----------

-----(c) That this deed was prepared in accordance with a title search (the "Title Search"), prepared by **Capital Title Services, Inc.**, an entity engaged in such business, and not by the undersigned Notary. The aforementioned Title Search is dated November four (4), two thousand twenty two (2022).----------

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-----(d) The appearing parties accept the Title Search and are satisfied with the contents thereof. Consequently, the appearing parties release the Notary from any responsibility due to errors or omissions in said Title Search and/or due to any changes in the title to the PROPERTY or in its liens and encumbrances that might occur between the date of the Title Search and the date this deed is presented to the Registry of the Property of Puerto Rico for registration.----------

-----(e) The necessity and convenience of obtaining a negative certification of debt from the Municipal Revenue Collection Center tax rolls (CRIM – Centro de Recaudaciones de Ingresos Municipales) regarding the PROPERTY.----------

-----(f) This deed must be recorded in the appropriate Section of the Registry of the Property of Puerto Rico in order to bind all rights herein to third-parties.----------

---The appearing parties waived the right which I advised them they had to have witnesses to the execution of this deed; but, upon my advice, made use of their right to read the same, and, finding it drafted to their entire satisfaction, having been advised by me, the Notary, of the pertinent legal warnings and reservations, acknowledging that they have understood this deed in all its parts, fully ratify and confirm the statements contained herein as the true and exact embodiment of their stipulations, terms, and conditions, proceed to sign before me, and to affix their initials on each folio of the same.----------

---And I, the Notary, do hereby CERTIFY AND ATTEST as to my personal knowledge or identification of the appearing parties and as to their personal circumstances, in accordance with their statements, as well as to all other things herein

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contained.----------

---I, the Notary, CERTIFY AND GIVE FAITH.----------





G.O.F.R.

TDA

MORELL • CARTAGENA • DAPENA

JORGE ANTONIO MORALES CORDERO

Plaza 273 Suite 700
273 Ponce de León
San Juan, PR 00917-1934
787-723-1233; 787-729-1974
jorge.morales@mbcdlaw.com

CERTIFIED COPY OF DEED NUMBER SEVEN (7)

PURCHASE AND SALE

EXECUTED IN MAYAGÜEZ, PUERTO RICO
ON MAY 24, 2023

BEFORE:

JORGE ANTONIO MORALES CORDERO

BY:

HARRY OLIVIERI SANTIAGO, MARÍA DE LOS ÁNGELES PALMER COLÓN, MARÍA VICTORIA TAMARIZ VARGAS, HILDA MARITZA TAMARIZ VARGAS, CELIA IVONNE TAMARIZ VARGAS, AND PATRICIA TAMARIZ VARGAS

("SELLERS")

AND

CABO ROJO LAND ACQUISITION LLC

("BUYER")

----------**DEED NUMBER SEVEN (7)** ----------

----------**PURCHASE AND SALE** ----------

---In Mayagüez, Puerto Rico, on this twenty-fourth (24th) day of May, two thousand twenty-three (2023). ----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with residence and offices in San Juan, Puerto Rico.----------

---------- **APPEAR:** ----------

---**AS THE PARTY OF THE FIRST PART:** (i) **HARRY OLIVIERI SANTIAGO,** of legal age, single, property owner and resident of Adjuntas, Puerto Rico (hereinafter referred to as "Harry"); (ii) **MARÍA DE LOS ÁNGELES PALMER COLÓN**, of legal age, single, property owner and resident of Aibonito, Puerto Rico (hereinafter referred to as "Angie" and, jointly with Harry, as "Olivieri-Palmer"); (iii) **MARÍA VICTORIA TAMARIZ VARGAS**, of legal age, married to Abimael Santiago Morales, property owner and resident of Juana Díaz, Puerto Rico (hereinafter referred to as "María Victoria"); (iv) **HILDA MARITZA TAMARIZ VARGAS**, of legal age, single, property owner and resident of Cabo Rojo, Puerto Rico (hereinafter referred to as "Hilda"); (v) **CELIA IVONNE TAMARIZ VARGAS**, of legal age, married to Alexis Delfín Delgado Acosta, property owner and resident of Hormigueros, Puerto Rico (hereinafter referred to as "Celia"); and (vi) **PATRICIA TAMARIZ VARGAS**, of legal age, single, property owner and resident of Sabana Grande, Puerto Rico (hereinafter referred to as "Patricia"). Olivieri-Palmer, María Victoria, Hilda, Celia and Patricia shall hereinafter collectively referred to as "SELLERS". ----------

---**AS THE PARTY OF THE SECOND PART: CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "BUYER"), a limited liability company organized, existing and in good standing in accordance

JORGE A. MORALES CORDERO ABOGADO NOTARIO

with the laws of Puerto Rico, represented herein by its Authorized Representative, GLADYS OMAYRA FONTÁNEZ REYES, who is of legal age, single, attorney at law and resident of San Juan, Puerto Rico, whose authority to represent BUYER in this public deed arises from a Certificate of Resolution of BUYER signed by Eileen Sawyer, in her capacity of Manager of BUYER, on May seventeen (17), two thousand twenty-three (2023), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engine of the Department of State of the State of New York. I further certify that I have examined the original of the aforesaid Certificate of Resolution of Cabo Rojo Land Acquisition LLC, and that, in my opinion, it is adequate and sufficient, and complies with all legal requirements needed to authorize Ms. Fontánez Reyes to appear herein on behalf of BUYER. ----------



---**AS THE PARTY OF THE THIRD PART: JOSÉ ENRIQUE PÉREZ CRUZ**, also known as José E. Pérez (hereinafter referred to as the "BROKER"), who is of legal age, married, real estate broker and resident of Bayamón, Puerto Rico.----------

---I hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective age, civil status, occupation and residence. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily,----------

----------**STATE AND AGREE**----------

---**FIRST:** SELLERS are the sole owners of fee simple title ("*pleno dominio*") and have the possession of the parcel of land described in the Spanish language as follows (hereinafter, the "Property"): ----------

---**"RUSTICA:** Parcela número cuarenta y dos (42), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO (5) cuerdas, equivalentes a una (1)

hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas, y en lindes por el NORTE, con el Mar Caribe; por el SUR, con la parcela número cuarenta y uno (41) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número setenta y cuatro (74) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número setenta y dos (72) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela." ----------

---The Property is identified in the Registry of Property of Puerto Rico (the "Registry") as property number 18,700, recorded at page 49 of volume 508 of Cabo Rojo, San Germán section of the Registry.----------

---The tax identification number ("*número de catastro*") assigned to the Property by the Municipal Revenue Collection Center ("CRIM") is 402-000-004-64-000. ----------

---The Property was acquired by SELLERS as follows:----------

-----1.1. Olivieri-Palmer acquired a fifty percent (50%) participation in the Property through Deed Number Twelve (12), of purchase and sale, executed in Aibonito, Puerto Rico, on June six (6), nineteen hundred ninety-three (1993), before Notary Juan Antonio Núñez García, recorded at page 211 of volume 779 of Cabo Rojo, Section of San Germán of the Registry, fourth (4th) inscription. ----------

-----1.2. María Victoria, Hilda, Celia and Patricia acquired a fifty percent (50%) participation in the Property, on a common, undivided basis (*común proindiviso*) by virtue of a donation made by Diego Antonio Tamariz Valderrama, pursuant to Deed Number Twenty-Six (26), executed in Mayaguez, Puerto Rico, on March ten (10), two thousand six (2006), before Notary José Clemente González Ortiz (the "Donation"), filed and pending recordation at the San Germán section of the Registry under entry number 2023-058706-SG01. ----------

----------**LIENS AND ENCUMBRANCES** ----------

---By its origin, the Property is free and clear of liens and encumbrances.

---By itself, the Property is subject to the following liens and encumbrances: ----------

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-----A) Right of way easement recorded at page 1 of volume 508 of Cabo Rojo, Section of San Germán of the Registry. ----------

-----B) Restrictive Covenants of Edification and Use, for a term of ten (10) years, constituted pursuant to Deed number four hundred seventy-two (472), executed in Mayaguez, Puerto Rico, on September twenty-five (25), nineteen hundred ninety (1990), before Notary Roberto M. García Rullán, recorded at marginal note 1.1 of page 49 of volume 508 of Cabo Rojo, Section of San Germán of the Registry, property number eighteen thousand seven hundred (18,700). ----------

-----C) Annotation of Embargo (the "Embargo A"), dated April six (6) two thousand seventeen (2017), under writ issued by the Aibonito part of the Puerto Rico Court of First Instance in connection with Civil Case number "BCD" two thousand three dash zero two zero one (BCD 2003-0201). Embargo A was annotated on May twenty-four (24), two thousand twenty (2020), as inscription A under the Karibe volume of Cabo Rojo, Section of San Germán of the Registry. The cancellation of Embargo A as an expired lien has been requested by a Petition to the Registrar executed on November eight (8), two thousand twenty-two (2022), which is filed and pending recordation at entry 2022-144907-SG01 of the Karibe system. ----------

-----D) Annotation of Embargo ("Embargo B") dated January twenty (20), two thousand twenty-three (2023), under writ issued by the Aibonito part of the Puerto Rico Court of First Instance in connection with Civil Case number "BCD" two thousand three dash zero two zero one (BCD 2003-0201), filed for recordation on January twenty-six (26), two thousand twenty-three (2023) at entry 2023-009277-SG01 of the Karibe system. ----------

---The parties hereto have agreed that from the portion of the Purchase Price that corresponds to Olivieri-Palmer, the necessary proceeds will be withheld and paid to the plaintiff-creditor of Embargo B. The legal

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representation of said creditor has delivered to the parties hereto an acknowledgement of receipt of payment in full of the amounts deemed necessary for the cancellation of Embargo B. Furthermore, said legal representation has delivered to all parties hereto a written commitment letter pursuant to which he agrees to, promptly after the execution of this deed, request the court to issue an order and writ for the cancellation of Embargo B, all of which is to the reasonable satisfaction of BUYER and its legal counsel. ----------

---**SECOND:** On January thirty-one (31), two thousand twenty-three (2023), SELLER granted to BUYER's affiliate, PR INVESTCO LLC ("PR Investco"), an option to purchase the Property, pursuant to an Option Agreement (the "Option Agreement") executed on said date. The parties hereto acknowledge and agree that PR Investco has assigned to BUYER all of its rights and obligations under the Option Agreement, under the terms of an *Assignment and Assumption of Rights under Option Agreement* executed on even date herewith, and that BUYER is the permitted assignee and successor of PR Investco thereunder. ----------

----------**PURCHASE AND SALE**----------

---**THIRD:** In accordance with the Option Agreement, SELLERS hereby sell, convey and transfer fee simple title ("*pleno dominio*") to the Property and the possession thereof to BUYER, and BUYER hereby purchases from SELLERS fee simple title ("*pleno dominio*") to the Property and the possession thereof, in accordance with the following ---

----------**TERMS AND CONDITIONS**----------

-----One: The purchase price of the Property is the lump sum of **ONE MILLION TWENTY-FIVE THOUSAND DOLLARS ($1,025,000)** (hereinafter the "Purchase Price"). The Purchase Price is not subject or conditioned to an appraisal report or survey, and SELLERS shall have no obligation to adjust or reduce the Purchase Price as a result of any appraisal report(s) or survey(s) obtained by BUYER or anybody else. ---

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-----Two: The Purchase Price has been paid as follows: ----------

----------A. The sum of FIFTY-ONE THOUSAND TWO HUNDRED FIFTY DOLLARS ($51,250.00) was paid to Title Security Group LLC, as escrow agent, simultaneously with the execution of the Option Agreement, and said sum has been paid by Title Security Group LLC to SELLERS simultaneously with the execution of this deed. SELLERS hereby acknowledge receipt of said sum in form and substance acceptable to SELLERS.----------

----------B. The sum of NINE HUNDRED SEVENTY-THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($973,750.00) has been paid by BUYER to SELLERS simultaneously with the execution of this public deed, and SELLERS hereby acknowledge receipt thereof in form and substance acceptable to SELLERS.----------

-----Three: The BUYER shall be entitled to the immediate possession of the Property, without any additional formality, document or request. -----

-----Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of SELLERS and, thereafter, for the account of BUYER. ----

-----Five: SELLERS hereby deliver to BUYER fee simple title to the Property, vacant, and free and clear of all liens, encumbrances or defects, including without limitation, Embargo A, and subject only to the restrictive covenants and right of way easement stated in paragraph FIRST of this public deed, and to Embargo B, which will be promptly cancelled following the date hereof as described above.----------

-----Six: BUYER specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) SELLERS hereby sell and BUYER hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) BUYER is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from SELLERS or

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any of SELLERS' agents, employees, members, representatives, attorneys or brokers (each such party a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by SELLERS to BUYER (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof, its facilities, soils, geology, and groundwater; (b) the dimensions, area, and size of the Property; (c) the development or income potential, or rights of or relating to the Property or the adequacy of the Property for any particular purpose, (d) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of BUYER or any other person to obtain any necessary governmental approvals, licenses, or permits for BUYER's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters regarding the operation of the Property. BUYER expressly acknowledges and agrees that BUYER is not relying on any representation or warranty of SELLERS or any Seller Affiliate, whether implied, presumed or expressly provided at law or otherwise, arising by virtue of any statute, common law, or other legally binding right or remedy in favor of BUYER. BUYER further acknowledges and agrees that SELLERS are under no duty to make any inquiry regarding any

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matter that may or may not be known to SELLERS or any Seller Affiliate. Upon execution of this public deed, BUYER shall assume the risk of adverse matters relating to adverse investigations, and BUYER, upon execution of this public deed, shall be deemed to have waived, relinquished and released SELLERS and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which BUYER might have asserted or alleged or may assert or allege in the future against SELLERS or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution of this public deed. ----------



-----Seven: The notarial fees, stamps on the original, stamps on the first certified copy, filing and recording rights of this public deed at the Registry will be paid by BUYER.----------

-----Eight: This public deed will be interpreted and governed in accordance with the laws of the Commonwealth of Puerto Rico. The appearing parties submit themselves to the exclusive jurisdiction of the Court of First Instance of the Commonwealth of Puerto Rico in the event of any litigation arising out of this public deed.----------

-----Nine: All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

---------TO SELLERS: ----------

----------Mr. Harry Olivieri Santiago----------
----------Box 1113----------
----------Adjuntas, PR 00601 ----------
----------e-mail: olipacorse@live.com----------

----------Mrs. María de los Ángeles Palmer Colón----------
----------219 Calle Degetau Norte ----------
----------Aibonito, PR 00601 ----------

----------Mrs. María Victoria Tamariz Vargas ----------
----------Mansiones de Paseo de Reyes # 106----------
----------Calle Reina Isabel ----------
----------Juana Díaz, PR 00795----------
----------e-mail: pamelabe9@gmail.com----------

----------Mrs. Hilda Maritza Tamariz Vargas ----------
----------155 Arrecife ----------
----------Urbanización Alturas del Mar ----------
----------Cabo Rojo, PR 00623 ----------
----------e-mail: h_tamariz@hotmail.com ----------

----------Mrs. Celia Ivonne Tamariz Vargas ----------
----------Calle Estancia 724----------
----------Haciendas Constancia----------
----------Hormigueros, PR 00660 ----------
----------e-mail: ctamariz2009@gmail.com ----------

----------Mrs. Patricia Tamariz Vargas----------
----------# 115 Estancias de Villa Alba----------
----------Sabana Grande, PR 00637----------
----------e-mail: patricia_tamariz@outlook.com----------

----------TO BUYER:----------

----------CABO ROJO LAND ACQUISITION LLC----------
----------733 Third Avenue ----------
----------New York, NY 10017----------
----------Attention: Eileen Sawyer ----------
----------Electronic Mail: roberto.ruiz@ccgc.com.do----------
---
----------TO BROKER:----------
----------Calle Cádiz 1218----------
----------Puerto Nuevo----------
----------San Juan, PR 00920 ----------
----------Attention: José Enrique Pérez Cruz----------
----------Electronic Mail: passportre@gmail.com ----------

-----Ten: SELLERS represent and warrant to BUYER that, to the best of SELLERS' knowledge, but with no specific inquiry or investigation, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that, to the best of SELLERS' knowledge, but with no specific inquiry or investigation, the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances. EXCEPT FOR THE FOREGOING REPRESENTATION, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS PUBLIC DEED, BUYER ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER BY

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SELLERS OR ANY AGENT, OFFICER, EMPLOYEE OR REPRESENTATIVE THEREOF REGARDING THE PROPERTY. BUYER HEREBY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS SALE IS MADE WITHOUT REPRESENTATION, COVENANT OR WARRANTY OF ANY KIND (WHETHER EXPRESS, IMPLIED OR STATUTORY) BY SELLERS. ----------

-----Eleven: The appearing parties acknowledge that the BROKER, José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy-eight (10,478), alone or in association with other broker(s), has acted as real estate broker representing BUYER in the transaction which is the subject of this purchase and sale deed. The fees to Mr. Pérez Cruz and his associate(s), if any, for said service are the responsibility of BUYER and have been paid by BUYER to the BROKER simultaneously with the execution of this public deed. Said fees amount to FIFTY-ONE THOUSAND TWO HUNDRED FIFTY DOLLARS ($51,250.00), equivalent to five per cent (5%) of the Purchase Price, and BROKER hereby acknowledges receipt thereof by BUYER in form and substance acceptable to BROKER. ----------

-----Twelve: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed. ----------

-----Thirteen: In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the remaining provisions of this public deed will continue in full force and effect.----------

-----Fourteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver such documents or instruments, public or private, which may be necessary and/or required to correct any omission or matter that may

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need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any correction deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of BUYER, except that each party shall bear the fees of their respective counsel.----------

---**THIRD:** The Notary advises BUYER as to the importance of filing the corresponding property tax exemption and/or Change of Ownership Applications before the CRIM, and to obtain, prior to the execution of this deed, a certification indicating whether any sums related to property taxes are owed by SELLERS. Pursuant to applicable law, BUYER is responsible for filing at the CRIM the corresponding application for property tax exemption and /or change of ownership, within thirty (30) days from the execution hereof. BUYER hereby declares that it is fully aware of the aforementioned obligations and releases the subscribing Notary from this responsibility. ----------

----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed as drafted, to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ----------

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstract was prepared by Capital Title Services Inc., and dated May three (3), two thousand

twenty-three (2023);----------

-----(c) that after the date of such title abstract and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry as of the date of the title abstract.----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification; ----------

-----(e) of the right of the BUYER to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.;----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property;----------

-----(h) of the importance of recording a copy of this Deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this Deed is not recorded at the Registry; ----------

-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property;----------

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-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations;----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its contents.----------

-----(l) of the need and consequences to the SELLER of filing the *Planilla Informativas Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles* with the Puerto Rico Treasury Department; and----------

-----(m) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et seq.*, is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Seller, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the seller and its agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed.----------

----------**READING, ACCEPTANCE AND EXECUTION** ----------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the

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execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their initials on each page thereof. ----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

---Signed, sealed, marked and flourished by the authorizing Notary, Jorge Antonio Morales Cordero. ----------

---Therein also appear the signature of the appearing parties and their initials on the margin of each page. The corresponding internal revenue stamps, legal assistant stamps and the notarial tax stamp are adhered thereon. ----------

---I, the Notary, CERTIFY that the foregoing is a true and exact copy of Deed Number Seven (7), which contains fourteen (14) pages (folios), the original of which forms part of my protocol of public instruments for the year two thousand twenty-three (2023). ----------

---IN WITNESS WHEREOF, and to deliver to Cabo Rojo Land Acquisition LLC, I issue the first certified copy, which I sign, seal, mark and flourish in San Juan, Puerto Rico, on May twenty-four (24), two thousand twenty-three (2023). ----------

JORGE A. MORALES CORDERO
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JORGE A. MORALES CORDERO
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_____
NOTARY







DEPARTAMENTO *de* JUSTICIA
ESTADO LIBRE ASOCIADO DE PUERTO RICO

CERTIFICACIÓN DEL NOTARIO QUE PRESENTA DOCUMENTO EN EL REGISTRO DE LA PROPIEDAD INMOBILIARIA DE PUERTO RICO POR LA VÍA TELEMÁTICA

CERTIFICO: Que la copia en formato PDF de la Escritura Núm. Siete (7) sobre "Purchase and Sale", autorizada por mí en Mayagüez, Puerto Rico, el veinticuatro (24) de mayo de dos mil veintitrés (2023), que estoy presentando en esta fecha en el Registro de la Propiedad, es una copia fiel y exacta de la copia certificada de dicha escritura.

En San Juan, Puerto Rico, hoy veinticinco (25) de mayo de dos mil veintitrés (2023).

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

Notario

MORELL • CARTAGENA • DAPENA

JORGE ANTONIO MORALES CORDERO

Plaza 273 Suite 700
273 Ponce de León
San Juan, PR 00917-1934
787-723-1233; 787-729-1974
jorge.morales@mbcdlaw.com

CERTIFIED COPY OF DEED NUMBER ONE (1)

PURCHASE AND SALE

EXECUTED IN SAN JUAN, PUERTO RICO
ON JANUARY 10, 2024

BEFORE:

JORGE ANTONIO MORALES CORDERO

BY:

TEODORO FELIPE ALFONZO TOLEDO
GISELA DEL ROSARIO CORDERO SOTO

("SELLERS")

AND

CABO ROJO LAND ACQUISITION LLC

("BUYER")

---Comienza el primer tomo de mi protocolo de instrumentos públicos para el año dos mil veinticuatro (2024), hoy diez (10) de enero de dos mil veinticuatro (2024. ----------

NOTARIO

----------**DEED NUMBER ONE (1)** ----------

----------**PURCHASE AND SALE** ----------

---In San Juan, Puerto Rico, on this tenth (10th) day of January, two thousand twenty-four (2024) ----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with offices and residence in San Juan, Puerto Rico,----------

----------**APPEAR**----------

---AS THE PARTY OF THE FIRST PART: **TEODORO FELIPE ALFONZO TOLEDO**, also known as Teodoro Felipe Alfonso Toledo and Teodoro Alfonso Toledo, of legal age, single, property owner and resident of Isabela, Puerto Rico (hereinafter, "Teodoro") ----------

---AS THE PARTY OF THE SECOND PART: **GISELA DEL ROSARIO CORDERO SOTO**, also known as Gisela Cordero Soto, of legal age, single, property owner and resident of Camuy, Puerto Rico (hereinafter, "Gisela"). ----------

---Teodoro and Gisela will be sometimes referred jointly as, "Sellers." --

---AS THE PARTY OF THE THIRD PART: **CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of Puerto Rico, represented herein by its Authorized Representative, Gladys Omayra Fontánez Reyes, who is of legal age,

single, attorney-at-law and resident of San Juan, Puerto Rico, and whose authority to represent Buyer in this public deed arises from the Certificate of Resolution of Buyer, signed by Eileen Sawyer, as Manager of Buyer, on November six (6), two thousand twenty-three (2023), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engines of the Department of State and the Office of Information Technology Services of the State of New York. I further certify that I have examined the original of the aforesaid Certificate of Resolution of Cabo Rojo Land Acquisition LLC, and that, in my opinion, it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law to authorize Ms. Fontánez Reyes to appear herein on behalf of Buyer. ------

---I, the Notary, do hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily ----------

----------**STATE AND AGREE**----------

---**FIRST:** Sellers are the owners in fee simple title ("*pleno dominio*"), and have the possession of the parcels of land described in the Spanish language as follows (hereinafter jointly referred to as, the "Property"): --

----------**PARCEL A**----------

---***"RUSTICA:*** *Parcela número ciento ocho (108) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas y en lindes: por el* ***NORTE****, con la parcela número ciento seis (106) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el* ***SUR****, con la parcela número ciento doce (112) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el* ***ESTE****, con la parcela número ciento siete (107) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el* ***OESTE****, con la parcela número sesenta y uno (61) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela.* ------

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---Parcel A is recorded at page 1 of volume 511 of Cabo Rojo, property number 18,842, Section of San Germán of the Registry of Property of Puerto Rico (the "Registry"). ----------

---Parcel A was acquired by Sellers, while being married to each other, pursuant to Deed Number Five (5), executed in Hatillo, Puerto Rico, on April twenty-seven (27), two thousand seven (2007), before Notary Myrta Estrella Nieves Blas, recorded at page 217 overleaf of volume 856 of Cabo Rojo, sixth (6th) inscription. The matrimony of Teodoro and Gisela was terminated and dissolved pursuant to a judgment issued on September twenty-nine (29), two thousand sixteen (2016) by the Puerto Rico Court of First Instance, Aguadilla Superior Part, under Case Number A DI2016-0358. Therefore, Teodoro and Gisela appear herein to sell, convey and transfer to Buyer their undivided participations in Parcel A. ----------

---The tax identification number ("*número de catastro*") assigned by the Municipal Revenue Collection Center ("CRIM") to Parcel A is 379-089-327-78-000.----------

---Parcel A is subject to the following liens and/or encumbrances: --------

---By its origin, Parcel A is free and clear of liens and encumbrances.----

---By itself, Parcel A is subject to: ----------

-----A) Restrictive Conditions constituted by Deed Number Seventy-Four (74), executed in Mayagüez, Puerto Rico, on November twenty (20), nineteen hundred seventy-four (1974), before Notary Juan Jesús Ramírez Rivera, recorded at page 1 of volume 511 of Cabo Rojo, Section of San Germán of the Registry, first (1st) inscription. ----------

-----B) Restrictive Covenants (*Servidumbres en Equidad*) constituted by Deed Number One Hundred Thirty-Three (133), executed in Mayagüez, Puerto Rico, on November twenty (20), two thousand three (2003), before Notary Luis Roberto Santos, recorded at the Public and Private Dossier ("*Legajo Público y Privado*") 12/2004 of Cabo Rojo, Section of

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San Germán of the Registry, recorded at page 217 of volume 856 of Cabo Rojo, third (3rd) inscription. ----------

---The Restrictive Conditions and Covenants described in A) and B) above, will be hereinafter referred to as, "Permitted Encumbrances".-----

-----C) Mortgage (the "Mortgage") to secure a promissory note in the principal sum of Five Hundred Fifty Thousand Dollars ($550,000), payable to Banco Popular de Puerto Rico or its order, with annual interest at the prime rate, payable on demand, constituted pursuant to Deed Number One Hundred Nineteen (119), executed in Hatillo, Puerto Rico, on April twenty seven (27), two thousand seven (2007), before Notary José Luis Báez Rivera, rectified by Deed Number Thirty-Four (34), executed in San Juan, Puerto Rico, on April twenty seven (27), two thousand nine (2009) before Notary José Luis Báez Rivera, recorded at the overleaf of page 217 of volume 856 of Cabo Rojo, Section of San Germán of the Registry, seventh (7th) and last inscription. ----------

---The Mortgage has been cancelled pursuant to Deed Number Three (3), of *Cancellation of Mortgage Note*, executed in San Juan, Puerto Rico on January ten (10) two thousand twenty-four (2023) before Notary Eric Milán Barreto, which will be filed at the Registry concurrently with the presentation of this Deed. ----------

----------**PARCEL B**----------

---"***RUSTICA:*** *Parcela número ciento trece (113) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas y en lindes: por el NORTE, con la parcela número ciento siete (107) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número ciento cuatro (104) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la sucesión Morales Díaz; y por el OESTE, con la parcela número ciento doce (112) y servidumbre de paso de diez (10) metros de ancho de los cuales cinco (5) pertenecen a esta parcela.*" ----------

---Parcel B is recorded at page 31 of volume 511 of Cabo Rojo, property number 18,847, Section of San Germán of the Registry. ----------

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---Parcel B was acquired by Sellers, while being married to each other, pursuant to Deed Number Five (5), executed in Hatillo, Puerto Rico, on April twenty-seven (27), two thousand seven (2007), before Notary Myrta Estrella Nieves Blas, recorded at page 133 overleaf of volume 843 of Cabo Rojo, sixth (6th) inscription. The matrimony of Teodoro and Gisela was terminated and dissolved pursuant to a judgment issued on September twenty-nine (29), two thousand sixteen (2016) by the Puerto Rico Court of First Instance, Aguadilla Superior Part, under Case Number A DI2016-0358. Therefore, Teodoro and Gisela appear herein to sell, convey and transfer to Buyer their undivided participations in Parcel B.----------

---The tax identification number ("*número de catastro*") assigned by the Municipal Revenue Collection Center ("CRIM") to Parcel A is 379-099-327-81-000.----------

---Parcel B is subject to the following liens and/or encumbrances: --------

---By its origin, Parcel B is free and clear of liens and encumbrances.----

---By itself, Parcel B is subject to: ----------

-----A) Restrictive Covenants (*Servidumbres en Equidad*) constituted by Deed Number One Hundred Thirty-Three (133), executed in Mayagüez, Puerto Rico, on November twenty (20), two thousand three (2003), before Notary Luis Roberto Santos, recorded at the Public and Private Dossier ("*Legajo Público y Privado*") 12/2004 of Cabo Rojo, Section of San Germán of the Registry, recorded at page 133 of volume 843 of Cabo Rojo, third (3rd) inscription. ----------

-----B) Mortgage (the "Mortgage") to secure a promissory note in the principal sum of Five Hundred Fifty Thousand Dollars ($550,000), payable to Banco Popular de Puerto Rico or its order, with annual interest at the prime rate, payable on demand, constituted pursuant to Deed Number One Hundred Eighteen (118), executed in Hatillo, Puerto Rico, on April twenty seven (27), two thousand seven (2007), before Notary

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José Luis Báez Rivera, rectified by Deed Number Thirty-Four (34), executed in San Juan, Puerto Rico, on April twenty seven (27), two thousand nine (2009) before Notary José Luis Báez Rivera, recorded at the overleaf of page 134 overleaf of volume 843 of Cabo Rojo, Section of San Germán of the Registry, seventh (7th) and last inscription. ---------

---The Mortgage has been cancelled pursuant to Deed Number Four (4), of *Cancellation of Mortgage Note*, executed in San Juan, Puerto Rico on January ten (10), two thousand twenty-four (2023) before Notary Eric Milán Barreto, which will be filed at the Registry concurrently with the presentation of this Deed. ----------

---The Restrictive Covenants described in A) above will also be considered a Permitted Encumbrance.----------



---**SECOND:** On October eighteen (18), two thousand twenty-two (2022), Sellers granted to Buyer's affiliate, PR Investco LLC ("PR Investco"), an option to purchase the Property, pursuant to Deed Number Twenty-One (21), of Option to Purchase Real Estate, executed in San Juan, Puerto Rico, before Notary María del Rosario Pujol Thompson (hereinafter, the "Deed of Option"). The term of the Option granted thereunder was extended by Deed Number Thirty-Nine (39), executed on July thirteen (13), two thousand twenty-three (2023) and Deed Number Forty-Six (46), executed on October thirty-one (31), two thousand twenty-three (2023), both before the aforementioned Notary, and was further extended by private instruments among Sellers, PR Investco and Buyer. The parties hereto acknowledge, confirm and agree that PR Investco has assigned to Buyer all of its rights and obligations under the Deed of Option, and that Buyer is the permitted assignee and successor of PR Investco thereunder.----------

----------**PURCHASE AND SALE**----------

---**THIRD:** Pursuant to the Deed of Option, Sellers hereby sell, convey and transfer fee simple title ("*pleno dominio*") to the Property and the

possession thereof to Buyer, and Buyer hereby purchases from Sellers fee simple title to the Property and the possession thereof, in accordance with the following ----------

----------**TERMS AND CONDITIONS**----------

-----One: The purchase price is the lump sum of **ONE MILLION SEVEN HUNDRED THOUSAND DOLLARS ($1,700,000)** (hereinafter, the "Purchase Price"). Of the Purchase Price, (i) the sum of ONE MILLION THREE HUNDRED THOUSAND DOLLARS ($1,300,000) corresponds to Parcel A; and (ii) the sum of FOUR HUNDRED THOUSAND DOLLARS ($400,000) corresponds to Parcel B.----------

-----Two: The Purchase Price is payable as follows: ----------

------(A) The sum of **ONE HUNDRED SEVENTY THOUSAND DOLLARS ($170,000)** was paid by Buyer to Sellers prior to the execution hereof, as security deposit under the Deed of Option, as amended and reinstated, which amount is being applied in its entirety to the Purchase Price. ----------

----------B. The sum of ONE MILLION FIVE HUNDRED THIRTY THOUSAND DOLLARS ($1,530,000) has been paid by Buyer to Sellers concurrently with the execution hereof, through manager's checks issued to the order of Sellers, and Sellers hereby acknowledge receipt thereof in form and substance acceptable to Buyer.----------

-----Three: Buyer shall be entitled to the immediate possession of the Property, without any additional formality, document or request. ---------

-----Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of Sellers and, thereafter, for the account of Buyer. ----------

-----Five: Sellers hereby deliver to Buyer fee simple title to the Property, vacant, and free and clear of all liens, encumbrances or defects, except for the Permitted Encumbrances.----------

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-----Six: Buyer specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) Sellers hereby sell and Buyer hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from Sellers or any of Sellers' agents, employees, members, representatives, attorneys or brokers (each such party, a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by Sellers to Buyer (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof, its facilities, soils, geology, and groundwater; (b) the dimensions, area, and size of the Property; (c) the development or income potential, or rights of or relating to the Property or the adequacy of the Property for any particular purpose, (d) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of Buyer or any other person to obtain any necessary governmental approvals, licenses, or permits for Buyer's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters regarding the operation of the Property. Buyer further acknowledges and agrees that

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Sellers are under no duty to make any inquiry regarding any matter that may or may not be known to Sellers or any Seller Affiliate. Upon execution of this public deed, Buyer shall assume the risk of adverse matters relating to adverse investigations, and Buyer, upon execution of this public deed, shall be deemed to have waived, relinquished and released Sellers and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which Buyer might have asserted or alleged or may assert or allege in the future against Sellers or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution of this deed. ----------

-----Seven: Sellers represent and warrant to Buyer that, to the best of Sellers' knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that, to the best of Sellers' knowledge, the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----Eight: The notarial fees, stamps on the original, stamps on the first certified copy, filing and recording rights of this Deed at the Registry will be paid by Buyer.----------

-----Nine: This Deed will be interpreted and governed in accordance with the laws of the Commonwealth of Puerto Rico. The appearing parties submit themselves to the exclusive jurisdiction of the Court of First Instance of the Commonwealth of Puerto Rico in the event of any litigation arising out of this Deed.----------

-----Ten: All notices to the parties pursuant to this Deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

----To SELLERS:----------

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------Teodoro Felipe Alfonzo Toledo ----------
------220 Urbanización Haciendas de Camuy ----------
------Camuy, PR 00627----------
------Electronic Mail: teodorydairy@gmail.com ----------

------Gisela Del Rosario Cordero Soto ----------
------220 Urbanización Haciendas de Camuy ----------
------Camuy, PR 00627----------
------Electronic Mail: giselacordero04@gmail.com ----------

------To BUYER:----------

------Cabo Rojo Land Acquisition LLC ----------
------733 Third Avenue ----------
------New York, NY 10017----------
------Attention: Eileen Sawyer----------
------Electronic Mail: roberto.ruiz@ccgc.com.do ----------

-----Eleven: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

-----Twelve: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the remaining provisions of this Deed will continue in full force and effect.----------

-----Thirteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver such documents or instruments, public or private, which may be necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any correction deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of Buyer, except that each party shall bear the fees of their respective counsel.----------

---**THIRD:** The Notary advises Buyer as to the importance of filing the corresponding property tax exemption and/or change of ownership Application before the CRIM, and to obtain, prior to the execution of this deed, a certification indicating whether any sums related to property

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taxes are owed by Sellers. Pursuant to applicable law, Buyer is responsible for filing at the CRIM the corresponding application for property tax exemption and /or change of ownership, within thirty (30) days from the date of execution hereof. Buyer hereby declares that it is fully aware of the aforementioned obligations and releases the undersigned Notary from this responsibility.----------

----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ---

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared relying on title abstracts prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstracts were prepared by Capital Title Services Inc. and are dated January nine (9), two thousand twenty-three (2023);----------

-----(c) that after the date of such title abstracts and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. The title abstracts are not a title insurance and reflect only the state of the Property in the Registry as of the date thereof.----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification; ----------

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-----(e) of the right of the Buyer to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.;----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property;----------

-----(h) of the importance of recording a copy of this deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this deed is not recorded at the Registry;----------

-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property;----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations;----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its contents.----------

-----(l) of the need and consequences to the Sellers of filing the *Planilla Informativas Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles* with the Puerto Rico Treasury Department; and----------

-----(m) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et*

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seq., is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Seller, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the seller and its agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed.----------

----------**READING, ACCEPTANCE AND EXECUTION** ----------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their initials on each page thereof.----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

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---Signed, sealed, marked and flourished by the authorizing Notary, Jorge Antonio Morales Cordero. ----------

---Therein also appear the signature of the appearing parties and their initials on the margin of each page. The corresponding internal revenue stamps, legal assistant stamps and the notarial tax stamp are adhered thereon. ----------

---I, the Notary, CERTIFY that the foregoing is a true and exact copy of Deed Number One (1), which contains thirteen (13) pages (*folios*), the original of which forms part of my protocol of public instruments for the year two thousand twenty-four (2024). ----------

---IN WITNESS WHEREOF, and to deliver to Cabo Rojo Land Acquisition LLC, I issue the first certified copy, which I sign, seal, mark and flourish in San Juan, Puerto Rico, on January first (1st), two thousand twenty-four (2024). ----------

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NOTARY







DEPARTAMENTO *de* JUSTICIA

ESTADO LIBRE ASOCIADO DE PUERTO RICO

CERTIFICACIÓN DEL NOTARIO QUE PRESENTA DOCUMENTO EN EL REGISTRO DE LA PROPIEDAD INMOBILIARIA DE PUERTO RICO POR LA VÍA TELEMÁTICA

CERTIFICO: Que la copia en formato PDF de la Escritura Núm. Uno (1) sobre "Purchase and Sale", autorizada por mí en San Juan el diez (10) de enero de dos mil veinticuatro (2024), que estoy presentando en esta fecha en el Registro de la Propiedad, es una copia fiel y exacta de la copia certificada de dicha escritura.

En San Juan, Puerto Rico, hoy diez (10) de enero de dos mil veinticuatro (2024).

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Notario

---I HEREBY CERTIFY, that the first certified copy of the present deed was issued in favor of Buyer, at the same date and place of the execution thereof. I ATTEST. ----------

NOTARY

----------**DEED NUMBER TWENTY-EIGHT (28)** ----------

----------**PURCHASE AND SALE** ----------

---In San Juan, Puerto Rico, on September twenty-nine (29), two thousand twenty-three (2023).----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with residence and offices in San Juan, Puerto Rico.----------

----------**APPEAR**----------

---**AS PARTY OF THE FIRST PART: TORRES ROSA CONSULTING ENGINEERS P.S.C.** (hereinafter, "Seller"), a professional services corporation organized, existing and in good standing under the laws of the Commonwealth of Puerto Rico, represented herein by its authorized officers (i) PULLY ALFONSO TORRES ORTIZ, of legal age, married, engineer, and resident of Guaynabo, Puerto Rico; and (ii) RAFAEL ROSA CASTRO, of legal age, married, engineer and resident of Caguas, Puerto Rico, whose authority to represent Seller in this Deed arises from a Certificate of Corporate Resolution of Seller, executed in San Juan by Rafael Rosa Castro, as Secretary of Seller, on September twenty-seven (27), two thousand twenty three (2023), under affidavit six thousand six hundred seventy nine (6,679) of Notary Jaime F. Rodríguez Ortiz. ----------

---I hereby certify that I have examined the aforesaid Certificate of Resolution and that it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law, to authorize Messrs. Torres-Ortiz and Rosa-Castro to appear herein on behalf of Seller. ----------

---**AS THE PARTY OF THE SECOND PART: CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "Buyer"), a limited liability company organized, existing and in good standing under the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, GLADYS OMAYRA FONTÁNEZ REYES,

who is of legal age, single, attorney at law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this Deed arises from a Certificate of Resolution of Buyer signed by Eileen Sawyer, as Manager of Buyer, on September twenty-one (21), two thousand twenty-three (2023), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engines of the Department of State and the Office of Information Technology Services of the State of New York. I further certify that I have examined the aforesaid Certificate of Resolution of Buyer and that it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law, to authorize Ms. Fontánez Reyes to appear herein on behalf of Buyer.----------

---I hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective age, civil status, occupation and residence. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily,----------

----------**STATE AND AGREE**----------

---**FIRST:** Seller is the sole owner in fee simple title ("*pleno dominio*") and have the possession of the parcel of land described in the Spanish language as follows (hereinafter, the "Property"):----------

---"***RUSTICA:*** *Parcela marcada con el número treinta y siete (37), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de veinte mil cuatrocientos setenta y uno punto setecientos cuarenta y un metros cuadrados (20,471.741 m.c.), equivalentes a cinco punto doscientas ocho (5.208) cuerdas. En lindes, por el NORTE, con servidumbre de paso de trece (13) metros de ancho a ser dedicada a uso público; por el SUR, con la parcela setenta y tres (73); por el ESTE, con la parcela veintinueve (29); y por el OESTE, con la parcela cuarenta y uno (41).*"----------

---The Property is identified in the Registry of Property of Puerto Rico (the "Registry") as property number 18,789, recorded at page 283 of volume 509 of Cabo Rojo, San Germán section of the Registry.----------

---The tax identification number ("*número de catastro*") assigned to the

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RRC

G.D.F.R.

Property by the Municipal Revenues Collection Center ("CRIM") is 402-007-327-12-000. ----------

---The Property was acquired by Seller pursuant to Deed Number Twelve (12), executed in Cabo Rojo, Puerto Rico, on April thirty (30), two thousand ten (2010), before Notary Osvaldo Ortiz Medina, recorded at page 164 of volume 864 of Cabo Rojo, eighth (8th) inscription.----------

----------**LIENS AND ENCUMBRANCES** ----------

---By its origin and by itself, the Property is free and clear of liens and encumbrances.----------

---**SECOND:** On March twenty-four (24), two thousand twenty-three (2023), Seller granted to Buyer's affiliate, PR INVESTCO LLC ("PR Investco"), an option to purchase the Property, pursuant to Deed Number Twenty-One (21) of Option to Purchase Real Estate, executed in San Juan, Puerto Rico, before Notary María del Rosario Pujol Thompson (hereinafter, the "Deed of Option"). The parties hereto acknowledge and agree that PR Investco has assigned to Buyer all of its rights and obligations under the Deed of Option, and that Buyer is the permitted assignee and successor of PR Investco thereunder.----------

----------**PURCHASE AND SALE**----------

---**THIRD:** In accordance with the Deed of Option, Seller hereby sells, conveys and transfers fee simple title ("*pleno dominio*") to the Property and the possession thereof to Buyer, and Buyer hereby purchases from Seller fee simple title ("*pleno dominio*") to the Property and the possession thereof, in accordance with the following----------

----------**TERMS AND CONDITIONS**----------

-----One: The purchase price of the Property is the lump sum of **SEVEN HUNDRED SIXTY THOUSAND DOLLARS ($760,000)** (hereinafter the "Purchase Price"). The Purchase Price is not subject or conditioned to an appraisal report or survey, and Seller shall have no obligation to adjust or reduce the Purchase Price as a result of any appraisal report(s) or survey(s) obtained by Buyer or anybody else. ----------

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RRC

6.a F.R.

-----Two: The Purchase Price has been paid as follows: ----------

----------A. The sum of THIRTY-EIGHT THOUSAND DOLLARS ($38,000) was paid by Buyer to Seller simultaneously with the execution of the Deed of Option, which amount is being applied in its entirety to the Purchase Price.----------

----------B. The sum of SEVEN HUNDRED TWENTY-TWO THOUSAND DOLLARS ($722,000) has been paid by Buyer to Seller simultaneously with the execution hereof, and Seller hereby acknowledges receipt thereof. ----------

-----Three: Buyer shall be entitled to the immediate possession of the Property, without any additional formality, document or request. ---------

-----Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of Seller and, thereafter, for the account of Buyer.----------

-----Five: Seller hereby delivers to Buyer fee simple title to the Property, vacant, and free and clear of all liens, encumbrances or defects. ----------

-----Six: Buyer specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) Seller hereby sells and Buyer hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from Seller or any of Seller's agents, employees, members, representatives, attorneys or brokers (each such party, a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by Seller to Buyer (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof, its facilities, soils, geology, and groundwater; (b) the

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6.D.F.R.

dimensions, area, and size of the Property; (c) the development or income potential, or rights of or relating to the Property or the adequacy of the Property for any particular purpose, (d) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of Buyer or any other person to obtain any necessary governmental approvals, licenses, or permits for Buyer's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters regarding the operation of the Property. Buyer further acknowledges and agrees that Seller is under no duty to make any inquiry regarding any matter that may or may not be known to Seller or any Seller Affiliate. Upon execution of this public deed, Buyer shall assume the risk of adverse matters relating to adverse investigations, and Buyer, upon execution of this public deed, shall be deemed to have waived, relinquished and released Seller and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which Buyer might have asserted or alleged or may assert or allege in the future against Seller or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution of this deed. ----------

-----Seven: Seller represents and warrants to Buyer that, to the best of Seller's knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that, to the best of Seller's

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knowledge, the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----Eight: The notarial fees, stamps on the original, stamps on the first certified copy, filing and recording rights of this Deed at the Registry will be paid by Buyer.----------

-----Nine: This Deed will be interpreted and governed in accordance with the laws of the Commonwealth of Puerto Rico. The appearing parties submit themselves to the exclusive jurisdiction of the Court of First Instance of the Commonwealth of Puerto Rico in the event of any litigation arising out of this Deed.----------

-----Ten: All notices to the parties pursuant to this Deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

----TO SELLER:----------

------TORRES ROSA CONSULTING ENGINEERS, PSC----------
------PO BOX 9023763 ----------
------San Juan, Puerto Rico 00902 ----------
------Attention: Pully A. Torres Ortíz and Rafael Rosa Castro ----------
------Electronic Mail: ptorres@trcepr.com----------

----TO BUYER:----------

------CABO ROJO LAND ACQUISITION LLC----------
------733 Third Avenue ----------
------New York, NY 10017----------
------Attention: Eileen Sawyer ----------
------Electronic Mail: roberto.ruiz@ccgc.com.do----------

-----Eleven: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

-----Twelve: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the remaining provisions of this Deed will continue in full force and effect.----------

-----Thirteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver such documents or instruments, public or private, which may be necessary and/or required to correct any omission or matter that may

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need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any correction deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of Buyer, except that each party shall bear the fees of their respective counsel.----------

---**THIRD:** The Notary advises Buyer as to the importance of filing the corresponding property tax exemption and/or change of ownership Application before the CRIM, and to obtain, prior to the execution of this deed, a certification indicating whether any sums related to property taxes are owed by Seller. Pursuant to applicable law, Buyer is responsible for filing at the CRIM the corresponding application for property tax exemption and /or change of ownership, within thirty (30) days from the date of execution hereof. Buyer hereby declares that it is fully aware of the aforementioned obligations and releases the undersigned Notary from this responsibility.----------

----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ---

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstract was prepared by Capital Title Services Inc., and dated August thirty-one (31), two thousand twenty-three (2023);----------

-----(c) that after the date of such title abstract and before the presentation

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for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry as of the date of the title abstract.----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification; ----------

-----(e) of the right of the Buyer to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.; ----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property; ----------

-----(h) of the importance of recording a copy of this deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this deed is not recorded at the Registry; ----------

-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property; ----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations;----------

-----(k) that the appearing parties have the right to read this public

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instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its contents. ----------

-----(l) of the need and consequences to the Seller of filing the *Planilla Informativas Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles* with the Puerto Rico Treasury Department; and ----------

-----(m) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et seq.*, is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Seller, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the seller and its agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed.----------

----------**READING, ACCEPTANCE AND EXECUTION** ---------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon

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the appearing parties signed this Deed before me, and affixed their initials on each page thereof. ----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

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G.D.F.R.


Boqueron
Bay
Balneario Publico
de Boqueron
Refugio De Vida
Silvestre de Boqueron
Caño
Boqueron
Los Pozos
Beach
El Combate
Corozo
Refugio Nacional
De Vida Silvestre de Cabo Rojo

Nombre del Proyecto	Esencia
Fecha	05.23.2024
Re:	Memorial Explicativo | SRU

INFORMACIÓN GENERAL DEL PROYECTO	
Descripción Del Solar	*Cabo Rojo Land Acquisition LLC adquirió el título y/u opciones de adquirir título de múltiples parcelas de terreno localizadas en la Carr. Estatal PR-301, Km 10.05 del Barrio Boquerón en el Municipio de Cabo Rojo, Puerto Rico. Los predios tienen una cabida superficial total de aproximadamente 6,088,514 metros cuadrados, equivalentes a 1,549 cuerdas (en adelante referidos como la "Propiedad" o "los terrenos"). Los terrenos tienen acceso a través de la Carretera Estatal PR-301, Km 10.05 del Municipio de Cabo Rojo.*

DUEÑO Y PROPONENTE	
Nombre:	Cabo Rojo Land Aquisition LLC
Representante Autorizado:	Gladys Fontanez
Dirección:	361 San Francisco Street, Suite 4, San Juan, PR, 00901
Teléfono:	(787) 723-8756
DESARROLLADOR	
Nombre:	Three Rules Capital
Representante Autorizado:	Roberto Ruiz
Dirección:	250 Avenida Muñoz Rivera , Suite 440, San Juan, PR 00928
Teléfono:	(787) 367-5708
PROYECTISTA	
Nombre:	Alvarez-Diaz & Villalon® (ADVision, PSC)
Representante Autorizado:	Arq. Ricardo Alvarez-Diaz
Dirección:	PO Box 16318, San Juan PR 00908-6318
Teléfono:	(787) 754-1381
Email:	permits@aldivi.com

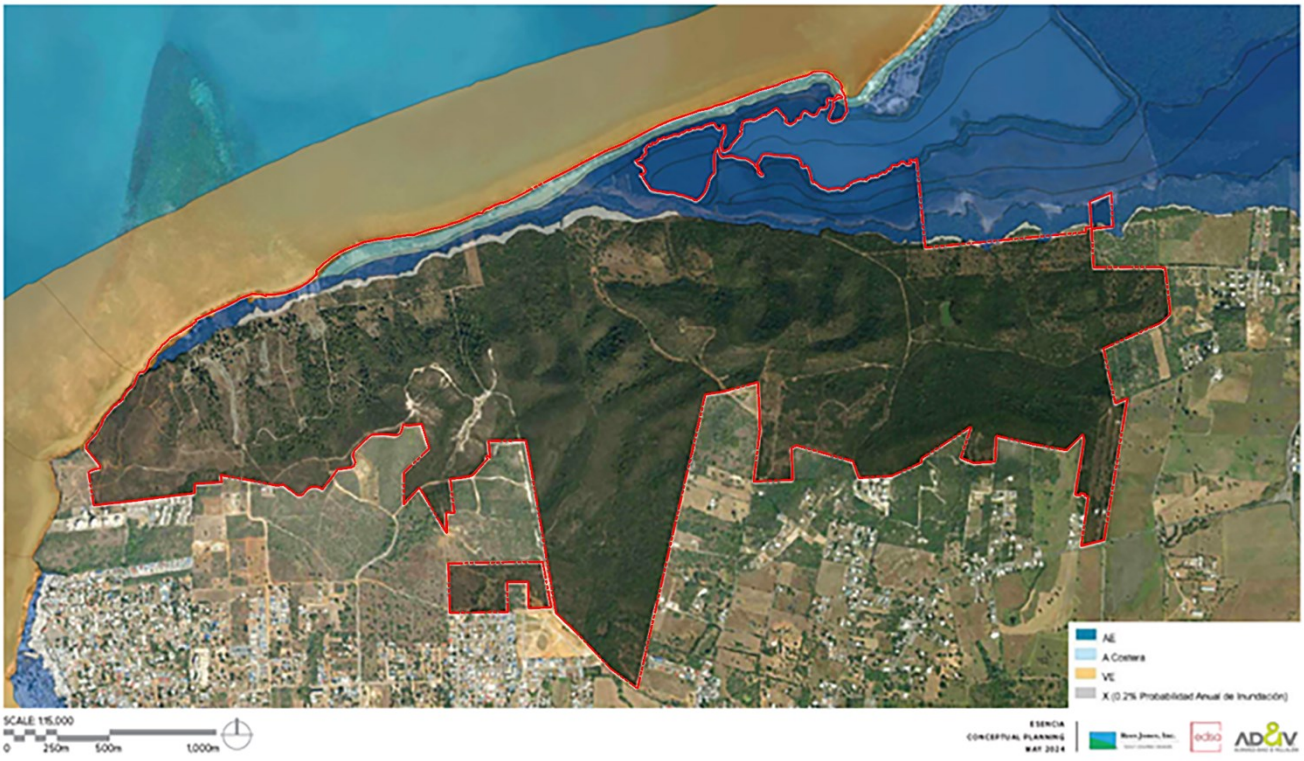
PROPIEDADES & TITULARIDAD

Se incluye como Anejo #1 un listado de las parcelas que componen el proyecto propuesto, que incluye: cabidas, coordenadas, números de catastro, calificaciones, clasificaciones, zona de inundabilidad y datos registrales.

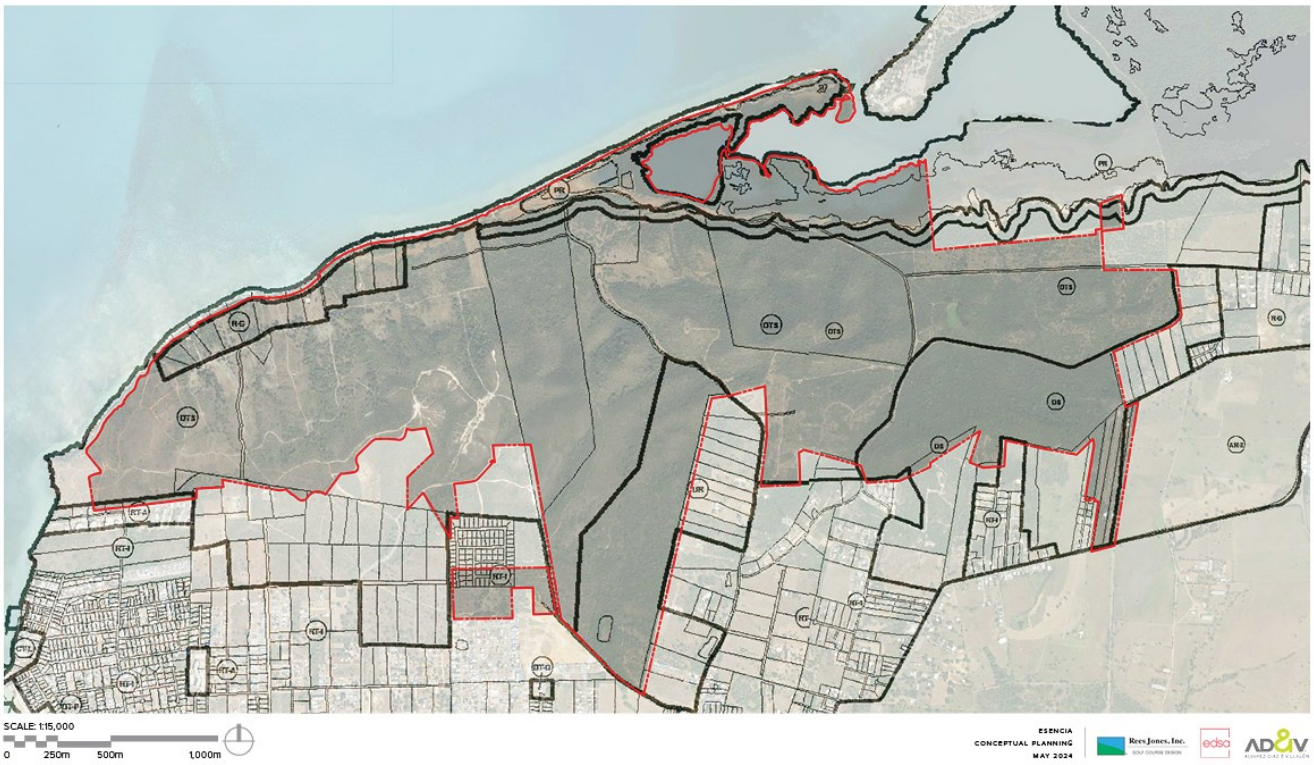
LOCALIZACION DEL PROYECTO, Figura 1



MAPA DE INUNDABILIDAD, Figura 2



MAPA ZONA DE INTERES TURISTICO CABO ROJO, Figura 3



DESCRIPCIÓN GENERAL DEL PROYECTO PROPUESTO

Cabo Rojo Land Acquisition, LLC (en adelante el "Proponente") propone un desarrollo turístico-residencial en el Municipio de Cabo Rojo (en adelante "Esencia" o el "Proyecto") que está compuesto por 81 parcelas con una cabida total de 1,549 cuerdas (6,088,514 metros cuadrados) (Ver Figura 1). La topografía de los terrenos muestra cambios en elevación desde un mínimo de 1 metro hasta un máximo de 107 metros sobre el nivel del mar y, en su mayoría, quedan fuera del nivel de inundabilidad establecido por los mapas ABFE del 2018 (Ver Figura 2). Los terrenos objeto de desarrollo están calificados como DTS, R-G, DS y UR; clasificados como SUNP, SRC, SREP; y figuran dentro de la Zona Especial Sobrepuesta de Interés Turístico de Cabo Rojo (Ver Figura 3).

La Propiedad colinda por el Norte con el Mar Caribe y el Caño Boquerón, y por el Sur, Este y Oeste con desarrollos residenciales unifamiliares y multifamiliares, áreas no desarrolladas y la Carretera Estatal PR-301. El Proyecto contará con tres puntos de acceso, siendo los dos principales a través de la Carretera Estatal PR-301 y uno secundario a través del Camino Monte Carlo.

En el contexto inmediato del Proyecto existen numerosas áreas de interés turístico, que incluyen: el Balneario Público de Boquerón; el Poblado de Boquerón; el Club Náutico de Boquerón; variedad de comercios; restaurantes; hoteles; paradores; y propiedades residenciales utilizadas como alojamientos a corto plazo; entre otras. El Proyecto además se ubica cercano a áreas de atractivos naturales como lo son: el Refugio de Vida Silvestre de Boquerón; la Playa El Combate; y otros puntos de interés que sirven al público turístico que frecuenta el área.

En la actualidad, la mayoría de los terrenos no están desarrollados, con algunos usos no consolidados tales como: glamping; área para vehículos recreativos (RV Park); y estructuras abandonadas que fueron utilizadas previamente como

residencias unifamiliares. De igual manera, los terrenos no desarrollados son utilizados por grupos y organizaciones externas para hacer carreras de ciclismo de montaña, carreras de vehículos todoterreno y senderismo.

Es importante señalar que como parte del Proyecto se contemplan varias parcelas que al presente no pertenecen a Cabo Rojo Land Acquisition, LLC, pero que se vislumbran si lo sean en el futuro, ello sujeto a las negociaciones con varios de sus actuales propietarios. De no adquirirse dichas parcelas ello no impediría el desarrollo del Proyecto según representado en el plano conceptual presentado en el Anejo 2, en el que se identifican estas parcelas, mostrándolas en su estado actual y garantizando sus accesos a través de las vías propuestas.

No obstante, y debido a que dichas parcelas podrían formar del Proyecto, se incluye como Anejo 3 un plano conceptual en el que se incluyen todas estas parcelas como parte del desarrollo propuesto y que fueron evaluadas por el equipo técnico contratado por Cabo Rojo Land Acquisition, LLC. Por lo tanto, esta solicitud basa su programa y sus análisis de demanda a base de la versión más abarcadora del Proyecto según representado en el Anejo 3, esto para asegurar que las recomendaciones aquí solicitadas evalúen el impacto de la totalidad de la acción propuesta.

Cónsono con lo anterior, el plano conceptual del Proyecto (Anejo 3) propone usos hoteleros, de recreación y turístico-residenciales, siendo cónsonos con los usos existentes en el sector. Específicamente, se propone el desarrollo de: 530 unidades de hotel; 1,132 residencias turísticas unifamiliares y multifamiliares; una escuela con 500 unidades de vivienda para estudiantes; áreas recreativas; campos de golf; áreas de servicio médico; áreas comerciales y de entretenimiento; áreas de agricultura; y áreas de servicio e infraestructura. El Proyecto incluye además cuatro accesos públicos vehiculares a la playa con instalaciones sanitarias, apoyo para actividades públicas recreativas como el senderismo, observación de aves y ciclismo de montaña, y dos centros de actividades (*Towncenters*), donde se proveerá espacio para comercios y servicios, estableciendo ofertas gastronómicas, recreativas, culturales, religiosas y otros servicios esenciales para la comunidad en general.

El concepto de desarrollo y planificación de Esencia se basa en 5 principios fundamentales de protección y mejora de los recursos naturales, entre ellos: la protección de la zona costera para promover resiliencia; la protección de corredores de drenaje natural; la preservación de áreas con pendientes mayores de 30%; la protección de zonas de mangle; y la protección y mejora de áreas de humedales; entre otras.

Por último, Esencia se presenta como un desarrollo de baja densidad, ya que ocupará menos del 25% del total de los terrenos, de los cuales un 15% será ocupado por huellas de edificios y 10% por calles de acceso y otros componentes de infraestructura. El restante 75% de los terrenos objeto de desarrollo se propone como áreas verdes, incluyendo amplias áreas de paisajismo, dos campos de golf y áreas a designarse como zonas de conservación.

El Proyecto se dividirá en 19 componentes a desarrollarse en fases, según descritos a continuación:

COMPONENTE 1	
Cabida Propuesta:	200.34 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	50 habitaciones de hotel 90 residencias turísticas entre 4 a 8 habitaciones
Unidades Básicas de Vivienda Estimadas:	20 UBV : Habitaciones de Hotel 132 UBV: Residencias Turísticas
Área Neta Estimada Comercial:	10,000 pies cuadrados

Área Neta Estimada de Restaurantes:	7,800 pies cuadrados

COMPONENTE 2	
Cabida Propuesta:	128.18 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	110 habitaciones de hotel 224 residencias turísticas entre 2 a 8 habitaciones
Unidades Básicas de Vivienda Estimadas:	44 UBV : Habitaciones de Hotel 257.6 UBV: Residencias Turísticas
Área Neta Estimada Comercial:	25,000 pies cuadrados
Área Neta Estimada de Restaurantes:	16,000 pies cuadrados

COMPONENTE 3	
Cabida Propuesta:	184.77 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	120 habitaciones de hotel 186 residencias turísticas entre 2 a 8 habitaciones
Unidades Básicas de Vivienda Estimadas:	48 UBV : Habitaciones de Hotel 254 UBV: Residencias Turísticas
Área Neta Estimada Comercial:	25,000 pies cuadrados
Área Neta Estimada de Restaurantes:	6,614 pies cuadrados

COMPONENTE 4	
Cabida Propuesta:	11.27 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	20 habitaciones de hotel 10 residencias turísticas de un máximo de 5 habitaciones
Unidades Básicas de Vivienda Estimadas:	8 UBV : Habitaciones de Hotel 14 UBV: Residencias Turísticas
Área Neta Estimada Comercial:	2,000 pies cuadrados
Área Neta Estimada de Restaurantes:	7,200 pies cuadrados

COMPONENTE 5	
Cabida Propuesta:	435.97 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	200 habitaciones de hotel 292 residencias turísticas entre 2 a 8 habitaciones
Unidades Básicas de Vivienda Estimadas:	80 UBV : Habitaciones de Hotel 429 UBV: Residencias Turísticas

Área Neta Estimada Comercial:	35,000 pies cuadrados
Área Neta Estimada de Restaurantes:	30,500 pies cuadrados

COMPONENTE 6	
Cabida Propuesta:	38.33 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	30 habitaciones de hotel 16 residencias turísticas de un máximo de 5 habitaciones
Unidades Básicas de Vivienda Estimadas:	12 UBV : Habitaciones de Hotel 22.4 UBV: Residencias Turísticas
Área Neta Estimada de Restaurantes	4,500 pies cuadrados

COMPONENTE 7 | WEST TOWNCENTER	
Cabida Propuesta:	13.13 cuerdas
Usos Propuestos:	Comercial + Cultural + Entretenimiento + Residencial + Oficinas + Medico + Institucional
Unidades Propuestas:	80 apartamentos entre 1 a 4 habitaciones
Unidades Básicas de Vivienda Estimadas:	70 UBV
Área Neta Estimada Comercial & Usos Relacionados:	140,000 pies cuadrados
Área Neta Estimada de Restaurantes:	28,600 pies cuadrados
Área Neta Estimada de Oficinas:	45,000 pies cuadrados

COMPONENTE 8 | GOLF A	
Cabida Propuesta:	218.8 cuerdas
Usos Propuestos:	Recreativo (Campo de Golf) + Casa Club + Residencias Turísticas
Unidades Propuestas:	16 residencias turísticas de un máximo de 4 habitaciones
Unidades Básicas de Vivienda Estimadas:	19.2 UBV
Área Neta Estimada Comercial:	25,000 pies cuadrados
Área Neta Estimada de Restaurantes:	8,000 pies cuadrados

COMPONENTE 9 | GOLF B	
Cabida Propuesta:	169.5 cuerdas
Usos Propuestos:	Recreativo (Campo de Golf) + Casa Club
Área Neta Estimada Comercial:	30,000 pies cuadrados

Área Neta Estimada de Restaurantes:	10,000 pies cuadrados

COMPONENTE 10 | CLUB DEPORTIVO	
Cabida Propuesta:	28.84 cuerdas
Usos Propuestos:	Recreativo (Club Deportivo) + Comercial
Área Neta Estimada Comercial:	8,000 pies cuadrados
Área Neta Estimada de Restaurante:	5,200 pies cuadrados

COMPONENTE 11 | ESCUELA	
Cabida Propuesta:	8.13 cuerdas
Usos Propuestos:	Educativo
Unidades Propuestas:	500 dormitorios
Unidades Básicas de Vivienda Estimadas:	200 UBV

COMPONENTE 12 | CLUB DE PLAYA	
Cabida Propuesta:	10.41 cuerdas
Usos Propuestos:	Recreativo (Club de Playa) + Residencias Turísticas
Unidades Propuestas:	6 residencias turísticas entre 2 y 4 habitaciones
Unidades Básicas de Vivienda Estimadas:	6 UBV
Área Neta Estimada Comercial:	12,000 pies cuadrados
Área Neta Estimada de Restaurantes:	13,000 pies cuadrados

COMPONENTE 13 | COMUNIDAD DE ARTISTAS	
Cabida Propuesta:	28.11 cuerdas
Usos Propuestos:	Residencias Turísticas + Comercial
Unidades Propuestas:	16 residencias turísticas de 1 habitación
Unidades Básicas de Vivienda Estimadas:	9.6 UBV
Área Neta Estimada Comercial:	10,000 pies cuadrados

COMPONENTE 14 | EAST TOWNCENTER	
Cabida Propuesta:	6.72 cuerdas
Usos Propuestos:	Comercial + Entretenimiento + Residencial + Oficinas
Unidades Propuestas:	52 apartamentos entre 2 a 4 habitaciones
Unidades Básicas de Vivienda Estimadas:	49.6 UBV
Área Neta Estimada Comercial:	16,500 pies cuadrados

Área Neta Estimada de Restaurantes:	19,000 pies cuadrados
Área Neta Estimada de Oficina:	15,000 pies cuadrados

COMPONENTE 15 | CENTRO DE TRAUMA	
Cabida Propuesta:	8.39 cuerdas
Usos Propuestos:	Médico
Área Neta Estimada Servicios Médicos:	28,000 pies cuadrados

COMPONENTE 16 | INFRAESTRUCTURA	
Cabida Propuesta:	43.29 cuerdas
Usos Propuestos:	Infraestructura & Servicios

COMPONENTE 17 | RESIDENCIAS PARA EMPLEADOS	
Cabida Propuesta:	4.85 cuerdas
Usos Propuestos:	Residencial
Unidades Propuestas:	144 apartamentos de 2 habitaciones
Unidades Básicas de Vivienda Estimadas:	115 UBV

COMPONENTE 18 | VIAS PRINCIPALES & ACCESOS	
Cabida Propuesta:	97.96 cuerdas
Usos Propuestos:	Vías & Accesos

COMPONENTE 19 | AREAS DE CONSERVACION	
Cabida Propuesta:	407.38 cuerdas
Usos Propuestos:	Conservación

El Proyecto se propone desarrollar mediante seis fases, con fechas estimadas de finalización de construcción según descritas a continuación:

FECHA ESTIMADA DE FINALIZACION DE CONSTRUCCION	COMPONENTE	USOS PROPUESTOS
2027	Componente 2	Hotel + Residencias Turísticas
	Componente 8	Campo de Golf A
	Componente 10	Club de Deportes
	Componente 11	Escuela
	Componente 12	Club de Playa
	Componente 15	Centro de Trauma
	Componente 16	Infraestructura
	Componente 17	Residencias para Empleados
	Componente 18	Vías Principales & Accesos

2028	Componente 1	Hotel + Residencias Turísticas
	Componente 3	Hotel + Residencias Turísticas
	Componente 14	*East Towncenter*
	Componente 6	Hotel + Residencias Turísticas
2029	Componente 4	Hotel + Residencias Turísticas
	Componente 7	*West Towncenter*
	Componente 13	Comunidad de Artistas
2030	Componente 5	Hotel + Residencias Turísticas
	Componente 9	Campo de Golf B
-	Componente 19	Áreas de Conservación

INFRAESTRUCTURA

El Proyecto propone la construcción de facilidades centralizadas privadas de infraestructura y utilidades como fuentes primarias para satisfacer las demandas del Proyecto, incluyendo y no limitado a lo siguiente: pavimentación de caminos existentes; creación de vías nuevas; puntos de acceso públicos y privados; sistema de recolección, tratamiento y disposición de aguas usadas; sistema solar de generación y distribución de electricidad; sistema de tratamiento y distribución de agua potable; y facilidades de distribución de telecomunicaciones. No obstante, el Proyecto propone conexión a las facilidades existentes en el sector a ser utilizadas como fuentes secundarias, de acuerdo con las recomendaciones de las agencias envueltas. Por tanto, las facilidades por proveerse para el Proyecto estarán sujetas a las condiciones y/o recomendaciones hechas por las diferentes agencias estatales y federales concernidas.

TRAMITE SOLICITADO

- Compañía Turismo

  Se solicita de esta agencia aquellas recomendaciones correspondientes a los 19 componentes del plano conceptual presentado que permitan desarrollar el diseño del Proyecto para obtener eventualmente su aprobación.

REGLAMENTOS APLICABLES

- Reglamento Conjunto Para la Evaluación y Expedición de Permisos Relacionados al Desarrollo, Uso de Terrenos y Operación de Negocios (2023)
- Reglamento de Sobre Áreas Especiales de Peligro a Inundación (Reglamento de Planificación Núm. 13) y National Flood Insurance Program (NFIP)
- International Building Code 2018
- International Fire Code 2018
- Puerto Rico Building Code 2018
- American with Disabilities Act
- American Society of Civil Engineer ASCE 24 & 7
- Puerto Rico Law 218-2008 Control and Prevention of the Lighting Pollution of Puerto Rico
- PR EQB 2014: Regulation to Control and Prevent Light Contamination

ANEJOS

- ANEJO 1: Tabla de Análisis de Propiedades
- ANEJO 2: Presentación de Proyecto Esquemático
- ANEJO 3: Presentación de Proyecto Esquemático

ANEJO 1:
Tabla de Análisis de Propiedades

San Juan | The Hub - 200 Convention Blvd., Suite 201, San Juan, PR 00907 | 787.754.1381
New York | 641 Lexington Ave., 13th FL, Suite 1326, New York, NY 10022 | 212.271.5280
Miami | 1221 Brickell Ave., Suite 900, Miami, FL 33131 | 305.995.8299
info@advfirm.com | alvarezdiazvillalon.com

PROPIEDADES									
			CABIDA		COORDENADAS				
#	# CATASTRO	DATOS REGISTRALES # FINCA	METROS CUADRADOS	CUERDAS	COORDENADAS LAMBERT	NAD83	ZONA DE INUNDABILIDAD	CLASIFICACION	CALIFICACION
A-2	403-000-002-02-000	32,623	3074799.736	782.3918	Lat: 17.99743354, Lon: -67.19165510	x: 119688.6748, y: 218328.6761	VE/AE/A	SRC/SREP-E	DTS/CR/PR/ARD
105	379-089-327-75-000	18,839	19364.5933	4.9269	Lat: 18.00143842, Lon: -67.19461846	x: 119376.6813, y: 218773.2374	VE/AE/A	SREP-E	DTS/PR
106	379-089-327-76-000	18,840	22018.333	5.6000	Lat: 18.00129685, Lon: -67.19522847	x: 119312.0137, y: 218757.8370	VE/AE/A	SREP-E	DTS/PR
107	379-089-327-77-000	18,841	18,788.01	4.7802	Lat: 18.00114700, Lon: -67.19582078	x: 119249.2168, y: 218741.5125	VE/AE/A	SREP-E	DTS/PR
108	379-089-327-78-000	18,842	19213.4915	4.8884	Lat: 18.00102875, Lon: -67.19642370	x: 119185.3105, y: 218728.6911	VE/AE/A	SREP-E	DTS/PR
21	379-000-010-05-000	18,782	39286.311	9.9955	Lat: 18.00090126, Lon: -67.19741916	x: 119079.8291, y: 218715.0198	VE/AE/A	SREP-E	DTS/PR/R-G
20	379-000-010-04-000	18,781	26940.6211	6.8544	Lat: 18.00089464, Lon: -67.19862354	x: 118952.2776, y: 218714.8200	VE/AE/A	SREP-E	R-G/PR
19	379-000-010-03-000	18,830	20284.0211	5.1608	Lat: 18.00068522, Lon: -67.19951128	x: 118858.1662, y: 218692.0348	VE/AE/A	SREP-E	R-G/PR
181	379-000-009-05-000	18,816	36733.6034	9.3460	Lat: 18.00021912, Lon: -67.20061663	x: 118740.8886, y: 218640.9370	VE/AE/A	SREP-E	R-G/PR
1	379-000-009-03-000	18,818	20069.125	5.1049	Lat: 17.99804953, Lon: -67.20223772	x: 118568.3490, y: 218401.8318	VE/AE	SREP-E	R-G/DTS/PR
79	379-000-009-02-001	18,808	19659.2923	5.0019	Lat: 17.99888395, Lon: -67.20310188	x: 118568.3490, y: 218401.8318	VE/AE	SREP-E	R-G/DTS/PR
78	379-000-009-02-000	18,807	19772.2027	5.0306	Lat: 17.999073, Lon: -67.204503	x: 118477.2185, y: 218494.5697	VE/AE	SREP-E	R-G/DTS/PR
77	379-000-009-01-000	18,806	21123.5259	5.3744	Lat: 17.99882095, Lon: -67.20393835	x: 118388.6025, y: 218487.9695	VE/AE	SREP-E	R-G/PR
76	402-000-004-67-000	18,805	12385.5425	3.1512	Lat: 17.99861968, Lon: -67.20477501	x: 118299.7532, y: 218465.7618	VE/AE	SREP-E	R-G/PR
3	402-007-327-03-000	31,178	3753.9717	0.9551	Lat: 17.99807794, Lon: -67.20626622	x: 118141.5736, y: 218406.4678	VE/AE	SREP-E	R-G/PR
2	402-007-327-02-000	31,178	4509.3138	1.1473	Lat: 17.99796891, Lon: -67.20653676	x: 118112.8707, y: 218394.5216	VE/AE	SREP-E	R-G/PR
5	402-007-327-05-000	31,178	3905.4349	0.9936	Lat: 17.99710964, Lon: -67.20640198	x: 118126.7433, y: 218299.3580	1% ACF	SREP-E	R-G
4	402-007-327-04-000	31,178	3959.5333	1.0074	Lat: 17.99727382, Lon: -67.20599778	x: 118169.6273, y: 218317.3487	1% ACF	SREP-E	R-G
1	402-007-327-01-000	29,700	3840.336	0.9771	Lat: 17.99782854, Lon: -67.20680313	x: 118084.5957, y: 218379.1047	VE/AE	SREP-E	R-G/PR
42	402-000-004-64-000	18,700	19926.7077	5.0699	Lat: 17.99721353, Lon: -67.20731818	x: 118029.7610, y: 218311.2655	VE/AE	SREP-E	R-G/PR
72	402-007-327-90-000	18,718	20122.6755	5.1198	Lat: 17.99638496, Lon: -67.20798977	x: 117958.2478, y: 218219.8611	VE/AE	SREP-E	R-G/DTS/PR
70	402-007-327-15-000	18,716	19714.7056	5.0160	Lat: 17.99520022, Lon: -67.20951352	x: 117796.3169, y: 218089.4177	VE	SREP-E	DTS
69	402-017-327-16-000	18,715	19691.5244	5.0101	Lat: 17.99387986, Lon: -67.21033837	x: 117708.3392, y: 217943.6512	VE	SRC	DTS
81	402-017-327-17-000	18,721	19744.2876	5.0235	Lat: 17.99294528, Lon: -67.21090108	x: 117648.3047, y: 217840.4649	VE	SRC	DTS
68	402-017-327-06-000	18,714	20708.2307	5.2687	Lat: 17.99377528, Lon: -67.20907296	x: 117842.3072, y: 217931.5082	X	SREP-E	DTS
84	402-017-327-07-000	18,724	19694.6833	5.0109	Lat: 17.99280389, Lon: -67.20867881	x: 117883.5955, y: 217823.8185	X	SREP-E	DTS
73	402-007-327-13-000	18,719	20232.7025	5.1478	Lat: 17.99488068, Lon: -67.20754409	x: 118004.7442, y: 218053.1680	X	SREP-E	DTS

PROPIEDADES									
			CABIDA		COORDENADAS				
#	# CATASTRO	DATOS REGISTRALES # FINCA	METROS CUADRADOS	CUERDAS	COORDENADAS LAMBERT	NAD83	ZONA DE INUNDABILIDAD	CLASIFICACION	CALIFICACION
37	402-007-327-12-000	18,789	20470.741	5.2080	Lat: 17.99545079, Lon: -67.20653969	x: 118111.3839, y: 218115.8181	X	SREP-E	DTS
32	402-008-327-25-000	18,695	22149.1051	5.6353	Lat: 17.99662880, Lon: -67.20383430	x: 118398.6013, y: 218245.2970	X	SREP-E	DTS
57	402-008-327-27-000	18,710	20139.3584	5.1240	Lat: 17.99739764, Lon: -67.20134532	x: 118662.5565, y: 218329.2849	X	SREP-E	DTS
56	402-008-327-28-000	18,709	22626.4242	5.7568	Lat: 17.99773582, Lon: -67.20043922	x: 118758.6747, y: 218366.3119	X	SREP-E	DTS
55	402-009-327-29-000	18,708	23535.7454	5.9881	Lat: 17.99787271, Lon: -67.19955909	x: 118851.9482, y: 218381.0729	X	SREP-E	DTS
52	379-099-327-79-000	18,829	20229.2849	5.1474	Lat: 17.99916041, Lon: -67.19878694	x: 118934.1706, y: 218522.9485	X	SREP-E	DTS
54	402-009-327-30-000	18,707	21551.9387	5.4834	Lat: 17.99768492, Lon: -67.19844581	x: 118969.7647, y: 218359.7947	X	SREP-E	DTS
53	379-099-327-80-000	18,706	19212.5906	4.8882	Lat: 17.99902280, Lon: -67.19742660	x: 119078.1735, y: 218507.1159	X	SREP-E	DTS
113	379-099-327-81-000	18,847	21322.3403	5.4250	Lat: 17.99895240, Lon: -67.19615266	x: 119213.0574, y: 218498.7615	X	SREP-E	DTS
104	402-009-327-82-000	18,838	18526.0984	4.7135	Lat: 17.99771481, Lon: -67.19554463	x: 119276.8810, y: 218361.5173	X	SREP-E	DTS
112	402-009-327-84-000	18,846	20089.4749	5.1113	Lat: 17.99744519, Lon: -67.19648005	x: 119177.6905, y: 218332.0889	X	SREP-E	DTS
44	402-009-327-85-000	18,792	21490.5754	5.4678	Lat: 17.99714526, Lon: -67.19738323	x: 119082.0484, y: 218299.5963	X	SREP-E	DTS
16	402-008-327-33-000	18,694	20033.1585	5.0970	Lat: 17.99549516, Lon: -67.20205052	x: 118586.9873, y: 218119.0317	X	SREP-E	DTS
15	402-008-327-34-000	18,779	23027.7787	5.8589	Lat: 17.99477862, Lon: -67.20255393	x: 118533.1917, y: 218039.6447	X	SREP-E	DTS
138	402-018-327-35-000	18,762	21171.6639	5.3866	Lat: 17.99463437, Lon: -67.20335591	x: 118448.1886, y: 218024.0365	X	SREP-E	DTS
33	402-018-327-36-000	18,696	22020.4014	5.6026	Lat: 17.99432614, Lon: -67.20428479	x: 118349.6698, y: 217990.3357	X	SREP-E	DTS
38	402-018-327-10-000	17,790	20021.5593	5.0940	Lat: 17.99399504, Lon: -67.20528404	x: 118243.6866, y: 217954.1349	X	SREP-E	DTS
29	402-017-327-09-000	18,783	19750.4213	5.0250	Lat: 17.99379866, Lon: -67.20623360	x: 118143.0297, y: 217932.8247	X	SREP-E	DTS
65	402-017-327-08-000	18,711	19888.3404	5.0601	Lat: 17.99364480, Lon: -67.20743864	x: 118015.3337, y: 217916.3338	X	SREP-E	DTS
67	402-017-327-23-000	18,713	20137.9900	5.1237	Lat: 17.99248909, Lon: -67.20667382	x: 118095.7948, y: 217788.0783	X	SREP-E	DTS
85	402-000-004-69-000	18,725	20282.1421	5.1603	Lat: 17.99166219, Lon: -67.20712899	x: 118047.3493, y: 217697.0657	X	SRC/SREP-E	DTS
x	402-027-327-22-000	18,785	19671.4617	5.0055	Lat: 17.99153655, Lon: -67.20863460	x: 117887.6838, y: 217683.5304	X	SRC	DTS
17	402-018-327-24-000	18,780	21562.3366	5.4860	Lat: 17.99218834, Lon: -67.20481520	x: 118292.6473, y: 217754.2661	X	SRC	DTS
5	402-018-327-44-000	18,692	21160.8633	5.3839	Lat: 17.99256749, Lon: -67.20356706	x: 118424.8637, y: 217795.3688	X	SRC	DTS
6	402-018-327-43-000	18,693	20705.5310	5.2681	Lat: 17.99292322, Lon: -67.20258433	x: 118529.1093, y: 217834.3040	X	SRC	DTS
178	402-028-327-49-000	18,813	19958.3058	5.0779	Lat: 17.99175125, Lon: -67.20182135	x: 118609.3712, y: 217704.2512	X	SRC	DTS
64	402-018-327-42-000	18,802	20818.9024	5.2969	Lat: 17.99331564, Lon: -67.20139878	x: 118654.8513, y: 217877.2095	X	SRC	DTS

PROPIEDADES									
			CABIDA		COORDENADAS				
#	# CATASTRO	DATOS REGISTRALES # FINCA	METROS CUADRADOS	CUERDAS	COORDENADAS LAMBERT	NAD83	ZONA DE INUNDABILIDAD	CLASIFICACION	CALIFICACION
174	402-018-327-41-000	18,809	20377.1854	5.1845	Lat: 17.99324122, Lon: -67.20050133	x: 118749.8644, y: 217868.5738	X	SRC	DTS
39	402-018-327-40-000	18,697	20816.7973	5.2969	Lat: 17.99405363, Lon: -67.19989087	x: 118814.8928, y: 217958.2204	X	SRC	DTS
40	402-019-327-38-000	18,698	20157.6959	5.1287	Lat: 17.99427348, Lon: -67.19863087	x: 118948.4390, y: 217981.9950	X	SRC	DTS
22	402-019-327-37-000	18,831	20419.7597	5.1953	Lat: 17.99483658, Lon: -67.19769495	x: 119047.8203, y: 218043.9048	X	SRC	DTS
45	402-009-327-86-000	18,793	20887.0094	5.3142	Lat: 17.99493719, Lon: -67.19655814	x: 119168.2630, y: 218054.5383	X	SREP-E	DTS
110	402-009-327-87-000	18,844	17145.1235	4.3622	Lat: 17.99583991, Lon: -67.19616068	x: 119210.7736, y: 218154.2759	X	SREP-E	DTS
109	402-009-327-83-000	18,843	172266.7672	4.3931	Lat: 17.99608692, Lon: -67.19489753	x: 119344.6636, y: 218181.0582	X	SREP-E	DTS
60	402-009-327-72-000	18,798	20727.1922	5.2736	Lat: 17.99698396, Lon: -67.19399563	x: 119440.5924, y: 218279.9445	X	SRC/SREP-E	DTS
59	402-009-327-71-000	18,797	22912.7218	5.8296	Lat: 17.99571215, Lon: -67.19348093	x: 119494.5187, y: 218138.9554	X	SRC/SREP-E	DTS
111	402-019-327-88-000	18,845	17515.1883	4.4563	Lat: 17.99470737, Lon: -67.19518703	x: 119313.3680, y: 218028.4977	X	SREP-E	DTS
46	402-019-327-89-000	18,794	30321.6115	7.7146	Lat: 17.99329896, Lon: -67.19599492	x: 119227.1568, y: 217872.9706	X	SREP-E	DTS
34	402-019-327-68-000	18,786	25149.7093	6.3988	Lat: 17.99254581, Lon: -67.19485380	x: 119347.6640, y: 217789.1096	X	SREP-E	DTS
58	402-019-327-69-000	18,796	19553.9663	4.9751	Lat: 17.99411254, Lon: -67.19413338	x: 119424.6835, y: 217962.1979	X	SREP-E	DTS
13-B	402-000-005-28-000	24,097	464921.2499	118.2887	Lat: 17.99400574, Lon: -67.18904396	x: 119963.6440, y: 217948.1451	X	SRC	DTS
13-A	402-000-005-29-000	24,096	492773.8943	125.3751	Lat: 17.98977815, Lon: -67.18718309	x: 120158.7994, y: 217479.4250	X	SUNP	UR
76	403-000-002-15-000	4,523	24131.7812	6.1404	Lat: 17.99198924, Lon: -67.16696704	x: 122300.8707, y: 217715.4513	X	SRC	ARD
8-B	403-000-002-50-000	37,189	19958.1695	5.0784	Lat: 17.99189938, Lon: -67.16628831	x: 122372.7151, y: 217705.2183	X	SRC	ARD
78	402-029-327-57-000	18,787	19653.4048	5.0009	Lat: 17.99083209, Lon: -67.19608763	x: 119216.2006, y: 217599.9803	X	SRC	DTS
12	402-000-005-54-000	24,930	92045.321	23.4212	Lat: 17.98722323, Lon: -67.19363812	x: 119473.9700, y: 217199.4740	X	SRC	RT-I
47	402-019-327-51-000	21,859	20594.0529	5.2402	Lat: 17.99198647, Lon: -67.19699784	x: 119120.3335, y: 217728.1476	X	SRC	DTS
-	403-000-002-16-000	19,305	20071.5734	5.1073	Lat: 17.99245574, Lon: -67.16735907	x: 122259.5588, y: 217767.2502	X	SRC	ARD

PROPIEDADES PENDIENTES POR ADQUIRIR Y/O EN NEGOCIACION

			CABIDA		COORDENADAS				
#	# CATASTRO	DATOS REGISTRALES # FINCA	METROS CUADRADOS	CUERDAS	COORDENADAS LAMBERT	NAD83	ZONA DE INUNDABILIDAD	CLASIFICACION	CALIFICACION
7	379-000-009-04-000	18,822	18009.9359	4.5827	Lat: 17.99921227, Lon: -67.20175673	x: 118619.8282, y: 218530.3099	VE/AE	SREP-E	R-G/PR
75	402-000-004-66-000	18,804	17705.3569	4.5052	Lat: 17.99808128, Lon: -67.20555272	x: 118217.1391, y: 218406.5192	VE/AE	SREP-E	R-G/PR
71	402-007-327-14-000	18,717	19757.4574	5.0273	Lat: 17.99563125, Lon: -67.20858516	x: 117894.8390, y: 218136.7070	VE	SREP-E	DTS
41	402-008-327-11-000	18,699	20885.9676	5.3145	Lat: 17.99576891, Lon: -67.20565987	x: 118204.7120, y: 218150.6344	X	SREP-E	DTS
38	402-000-004-68-000	18,818	20255.2677	5.1540	Lat: 17.99625303, Lon: -67.20469355	x: 118307.2767, y: 218203.7853	X	SREP-E	DTS
62	379-099-327-74-000	18,800	19527.7894	4.9689	Lat: 17.99929836, Lon: -67.19450370	x: 119387.8501, y: 218536.3256	X	SREP-E	DTS
61	379-099-327-73-000	18,799	20290.0349	5.1629	Lat: 17.99814069, Lon: -67.19426250	x: 119412.8619, y: 218408.0891	X	SREP-E	DTS
53	402-009-327-31-000	-	40666.1094	10.3476	Lat: 17.99612389, Lon: -67.19872666	x: 118939.2990, y: 218187.1450	X	SREP-E	DTS
179	402-008-327-39-000	18,814	20559.3304	5.2314	Lat: 17.99534984, Lon: -67.19984573	x: 118820.2739, y: 218101.6643	X	SRC	DTS
180	402-008-327-32-000	-	21702.9561	5.5224	Lat: 17.99553751, Lon: -67.20112057	x: 118685.4953, y: 218123.3057	X	SREP-E	DTS
-	402-027-327-21-000	-	19717.2213	5.0171	Lat: 17.99154158, Lon: -67.20984636	x: 117759.3502, y: 217684.6307	X	SRC	DTS
31	402-027-327-20-000	-	19679.8355	5.0076	Lat: 17.99137073, Lon: -67.21093952	x: 117643.4936, y: 217666.2126	X	SRC	DTS
BB	402-020-327-70-000	-	22217.2462	5.6532	Lat: 17.99398170, Lon: -67.19314572	x: 119529.2242, y: 217947.2823	X	SREP-E	DTS

ANEJO 2:
Presentación de Proyecto Esquemático

San Juan | The Hub - 200 Convention Blvd., Suite 201, San Juan, PR 00907 | 787.754.1381
New York | 641 Lexington Ave., 13th FL, Suite 1326, New York, NY 10022 | 212.271.5280
Miami | 1221 Brickell Ave., Suite 900, Miami, FL 33131 | 305.995.8299
info@advfirm.com | alvarezdiazvillalon.com

CONCEPTUAL PLAN
DETAILED ILLUSTRATIVE OVERALL PLAN



SCALE: 1:15,000

0 250m 500m 1,000m

ESENCIA
CONCEPTUAL PLANNING
MAY 2024

Rees Jones, Inc. GOLF COURSE DESIGN

edsa

AD&V ALVAREZ-DIAZ & VILLALÓN

ANEJO 3:
Presentación de Proyecto Esquemático

San Juan | The Hub - 200 Convention Blvd., Suite 201, San Juan, PR 00907 | 787.754.1381
New York | 641 Lexington Ave., 13th FL, Suite 1326, New York, NY 10022 | 212.271.5280
Miami | 1221 Brickell Ave., Suite 900, Miami, FL 33131 | 305.995.8299
info@advfirm.com | alvarezdiazvillalon.com

CONCEPTUAL PLAN
DETAILED ILLUSTRATIVE OVERALL PLAN



SCALE: 1:15,000

0 250m 500m 1,000m

ESENCIA
CONCEPTUAL PLANNING
MAY 2024

Rees Jones, Inc. GOLF COURSE DESIGN

edsa

AD&V ALVAREZ-DIAZ & VILLALÓN

CONCEPTUAL PLAN
DETAILED ILLUSTRATIVE OVERALL PLAN



SCALE: 1:15,000

0 250m 500m 1,000m

ESENCIA
CONCEPTUAL PLANNING
MAY 2024

Rees Jones, Inc. GOLF COURSE DESIGN

edsa

AD&V ALVAREZ-DIAZ & VILLALÓN

CONCEPTUAL PLAN
DETAILED ILLUSTRATIVE OVERALL PLAN



SCALE: 1:15,000

0 250m 500m 1,000m

ESENCIA
CONCEPTUAL PLANNING
MAY 2024

Rees Jones, Inc. GOLF COURSE DESIGN

edsa

AD&V ALVAREZ-DIAZ & VILLALÓN

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,739

RE : **/ CABO ROJO LAND ACQUISITION LLC/**
CARMEN M. FONSECA/ HIPOTECARIO/

FINCA : Número 639, inscrita al folio 300 del tomo 488 de Cabo Rojo.
Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: Remanente (Salina "Caborrojeña"). Cabida: 678,829.24 Metros Cuadrados (172.7127 cuerdas). Linderos: por el **NORTE**, con el mar; por el **SUR**, con terrenos de Alberto del Toro, José Ramírez, Nicolas Plaza; Miguel Carlo; Juan Morales Díaz y Sucesión Federico Vélez; por el **ESTE**, con salistrales y lagunas del Pueblo de Puerto Rico; y por el **OESTE**, con el mar.

Contiene casas.

Esta es la descripción del Remanente, según consta de la escritura número 37, otorgada en San Juan, Puerto Rico, el día 26 de junio de 2023, ante la notario María R. Pujol Thompson, e inscrito al tomo Karibe de Cabo Rojo, finca número 639, inscripción 43ra.

PLENO DOMINIO:

Consta inscrita al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Acquisition, LLC.**, cuya entidad lo adquirió por compraventa a Víctor Luis González Barahona y su esposa Tania Albertina Serrallés Piza, por el precio de $800,000.00, mediante la escritura número 252, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastían, finca número 639, inscripción 42da.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS.

ii. Por sí está:

LIBRE DE CARGAS.

LOS SIGUIENTES DOCUMENTOS SE ENCUENTRAN PRESENTADOS Y PENDIENTES DE DESPACHO:

1. AL ASIENTO 2023-078118-AG01 DEL SISTEMA KARIBE, se presentó el día 26 de junio de 2023, la escritura número 33, otorgada en San Juan, Puerto Rico, el día 26 de junio de 2023, ante la notario María del Rosario Pujol Thompson, mediante la cual comparece Cabo Rojo Land Acquisition LLC, en adelante "CRLA", para aclarar que por error matemático en la agrupación presentada al Asiento 2022-051227-SG01, cuando la cabida correcta de ser 774.4508 cuerdas equivalentes a 3,043,898.02 metros cuadrados.

33 Calle Resolución, Suite 302
San Juan, PR 00920-2727
TEL: 787-707-7369
FAX: 787-782-6743

Continuación…
Finca número 639

Descripción correcta de finca agrupada:

RÚSTICA: Finca Agrupada: Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientas setenta y cuatro punto cuatro mil quinientas ocho cuerdas (774.4508 cuerdas) de terreno, equivalentes a tres millones cuarenta y tres mil ochocientos noventa y ocho punto cero dos metros cuadrados (3,043.898.02 m.c.). En lindes por el **NORTE**, con caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Faz Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodríguez, Luis Plaza, Belfor Torres, Familia Padilla y Raul Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodríguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Faz Alzamora y varios vecinos.

Se acompaña: Certificación Presentación Telemática.

2. AL ASIENTO 2023-078173-AG01 DEL SISTEMA KARIBE, se presentó el día 26 de junio de 2023, la escritura número 34, otorgada en San Juan, Puerto Rico, el día 26 de junio de 2023, ante la notario María del Rosario Pujol Thompson, mediante la cual comparecen Cabo Rojo Land Acquisition LLC, en adelante "CRLA", sobre aclaración de rectificación de finca agrupada no afecta el negocio jurídico en la escritura de hipoteca presentada al Asiento 2022-055862-SG01.

3. AL ASIENTO 2023-078197-AG01 DEL SISTEMA KARIBE, se presentó el día 26 de junio de 2023, la escritura número 35, otorgada en San Juan, Puerto Rico, el día 26 de junio de 2023, ante la notario María del Rosario Pujol Thompson, mediante la cual comparece Cabo Rojo Land Acquisition LLC, en adelante "CRLA", sobre aclaración de rectificación de cabida de finca agrupada no afecta el negocio jurídico en la escritura de hipoteca presentada al Asiento 2022-115416-SG01 y pendiente de calificación.

Se acompaña: Certificación Presentación Telemática.

4. AL ASIENTO 2023-078244-AG01 DEL SISTEMA KARIBE, se presentó el día 26 de junio de 2023, la escritura número 36, otorgada en San Juan, Puerto Rico, el día 26 de junio de 2023, ante la notario María del Rosario Pujol Thompson, mediante la cual comparecen Cabo Rojo Land Acquisition LLC, en adelante "CRLA"; Villa de Bahía de Boqueron Development Corp, en adelante "VBBDC" y Gladys Omayra Fontanez Reyes, en adelante "Fontanez", sobre aclaración de rectificación de finca agrupada no afecta el negocio jurídico de hipoteca subordinada.

Se acompaña: Certificación Presentación Telemática.

OBSERVACIONES

1. AL ASIENTO 2016-121760-SG DEL SISTEMA KARIBE, se presentó el día 2 de diciembre de 2016, Instancia de 30 de noviembre de 2016, juramentado y suscrito ante Víctor Luis González Barahona y Tania Albertina Serrallés Pizá, bajo Affidavit número 55,117, mediante la cual el área superficial de esta propiedad se Rectificación luego de la expropiación forzosa de 18.0873 cuerdas, resultando con un área de 172.2851 cuerdas, equivalentes a 677,148.6644.

Continuación…
Finca número 639

La propiedad de 172.2851 cuerdas se describe de la siguiente manera:

RÚSTICA: Salina denominada "Caborrojeña" radicada en el Barrio Boquerón de Cabo Rojo, Puerto Rico, con una cabida superficial de 677,148.6644 metros cuadrados, equivalentes a 172.2851 cuerdas. En lindes por el **NORTE**, con el mar; por el **SUR**, con terrenos de Alberto del Toro, José Ramírez, Francisco Wys, Nicolás Plaza, Miguel Carlo, Juan Morales Díaz y Sucesión Federico Vélez; por el **ESTE**, con salitrales y lagunas del Pueblo de Puerto Rico; y por el **OESTE**, con el mar.

Retirado el día 7 de junio de 2023.

2. AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854, Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E.

   Y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

   Se describe la finca agrupada de la siguiente manera:

   RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodriguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodriguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos."

   Notificada el día 2 de febrero de 2024. Impedida por Asiento previo.

3. AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

   Notificada el día 2 de febrero de 2024. Falta Previa.

Continuación…
Finca número 639

4. AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas, en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

   Notificada el día 5 de febrero de 2024. Falta Previa.

5. AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

   Notificada el día 5 de febrero de 2024. Falta Previa.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe (1:27PM**)**.

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Capital Title Services, LLC.

POR: *Ramón F. Gómez Marcos*
15 de marzo de 2024
RG/mvb/f

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,736

RE : **/ CABO ROJO LAND ACQUISITION LLC/**
CARMEN M. FONSECA/ HIPOTECARIO/

FINCA : Número 1,054, inscrito al folio 244 del tomo 20 de Cabo Rojo.
Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: Porción de terreno radicado en el Barrio Llanos Costa del término Municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de 20.7053 cuerdas, equivalentes a 81,379.9354 metros cuadrados. En lindes: por el **NORTE**, con un camino que los separa del Salitral; por el **SUR**, con que conduce a Las Salinas y terrenos de Natalio Irizarry; por el **ESTE**, con terrenos de Natalio Irizarry; por el **OESTE**, con un camino que conduce a las Salinas.

NOTA: Esta finca fue mensurada por el Agrimensor René Guerra Menéndez, según Certificación de fecha 26 de enero de 1995, jurada y suscrita ante la notario Pilar Teresa Sales, e inscrita al folio 106 del tomo 958 de Cabo Rojo, finca número 1,054, inscripcion 11ma.

ORIGEN REGISTRAL:

Se segrega de la finca número 111, inscrita al folio 46 del tomo 10 de Cabo Rojo.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Acquisition, LLC.**, cuya entidad adquirió esta y otra finca por compraventa a Puerto Rico Land & Fruit, S.E., por el precio de $600,000.00, mediante la escritura número 251, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, finca número 1,054, inscripción 15ta.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS.

ii. Por sí está:

LIBRE DE CARGAS.

OBSERVACIÓN:

AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854,

Continuación…
Finca número 1,054

Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E.

Y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

Se describe la finca agrupada de la siguiente manera:

RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodriguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodriguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos."

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida

Notificado el día 2 de febrero de 2024. Razón: Impedido por asiento previo notificado.

AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024. Razón: Falta previa.

AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas, en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Notificado el día 5 de febrero de 2024. Razón: Falta previa.

AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

Se acompaña: Certificación del notario.

Notificado el día 5 de febrero de 2024. Razón: Falta previa.

Continuación…
Finca número 1,054

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe. (2:41 p.m.)

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Capital Title Services, LLC.

POR: *Ramón F. Gómez Marcos*
14 de marzo de 2024
RG/anr/f

33 Calle Resolución, Suite 302
San Juan, PR 00920-2727
TEL: 787-707-7369
FAX: 787-782-6743

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,740

RE : **/ CABO ROJO LAND ACQUISITION LLC/ CARMEN M. FONSECA/ HIPOTECARIO/**

FINCA : Número 2,367, inscrito al folio 110 del tomo 56 de Cabo Rojo. Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: Porción de terreno radicada en el Barrio de Llanos Costas del término municipal de Cabo Rojo, Puerto Rico, constante de 98 cuerdas con 77 céntimos de otra, equivalentes a 38 hectáreas, 82 áreas, 5 centiáreas y 60 miliáreas. Colindante; por el **NORTE,** con las Salinas de Cabo Rojo; **SUR,** con terrenos de la Sucesión de Anino Rodríguez y los terrenos de la sucesión de José Graciliano Vélez; **ESTE,** con las parcelas adjudicadas a las herederas Luisa Josefa, José del Carmen, Mercedes y Marina Plaza Vélez y también con la Parcela adjudicada a la heredera Emma Rosalía conocida solamente Emma Plaza Vélez y asimismo con la Parcela adjudicada a los hijos del heredero fallecido Juan Plaza Vélez llamados María Esther, Manfredo, y Luisa Plaza Camacho, **OESTE,** con el camino que conduce de las Salinas de Cabo Rojo a las Salinas Candelaria.

Contiene una casa.

Esta es la descripción del remanente de esta finca, según consta de la escritura número 7, otorgada en Cabo Rojo, el día 13 de enero de 1947, ante el notario Miguel Del Toro Colberg, e inscrita al folio 119 del tomo 56 de Cabo Rojo, finca número 2,367, inscripción 7ma.

ORIGEN REGISTRAL:

Se formó por agrupación de las fincas números 111; 726 y 2,366, inscritas a los folios 26; 245 y 107 de los tomos 26, 53 y 56 de Cabo Rojo, respectivamente.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Holdings, LLC.**, cuya entidad lo adquirió por compraventa al Banco Popular de Puerto Rico, por el precio de $424,817.20 **(así surge)**, mediante la escritura número 14, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante el notario José Alfredo Moreda Del Valle, finca número 2,367, inscripción 22a.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS

33 Calle Resolución, Suite 302
San Juan, PR 00920-2727
TEL: 787-707-7369
FAX: 787-782-6743

Continuación…
Finca número 2,367

ii. Por sí está afecta a:

Hipoteca en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $531,021.49 **(así surge)**, con intereses al 10.00% anual, vencedero a la presentación, constituida mediante la escritura número 18, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante la notario Yahira Caro Domínguez, e inscrita al tomo Karibe de Cabo Rojo, finca número 2,367, inscripción 23a.

LOS SIGUIENTES DOCUMENTOS SE ENCUENTRAN PRESENTADOS Y PENDIENTES DE DESPACHO:

1. AL ASIENTO 2022-051233-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 254, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a cancelar la hipoteca, por la suma de $531,021.49, según inscripción 23ª relacionada.

   Se acompaña: Certificación del notario; Certificación de exención de la Compañía de Turismo.

2. AL ASIENTO 2022-051236-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 253, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Holdings, LLC, a vender esta y otras fincas a favor de Cabo Rojo Land Acquisition, LLC, por el precio de $1,450,000.00, respondiendo esta finca por la suma de $747,000.00.

   Se acompaña: Certificación de exención de la Compañía de Turismo.

OBSERVACIÓN:

AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854, Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E

Y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

Se describe la finca agrupada de la siguiente manera:

RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodríguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodríguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos."

Continuación…
Finca número 2,367

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas (así surge), en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Documento presentado bajo la finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

Se acompaña: Certificación del notario.

Documento presentado bajo la finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe.

NOTA: Esta Sección tiene establecido un sistema computadorizado de Bitácoras. No nos hacemos responsables por errores y/u omisiones que cometa el Empleado del Registro en la entrada y búsqueda de datos en el mismo.

Continuación…
Finca número 2,367

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Este documento no es un compromiso para asegurar ni una póliza de Seguro de Título, por lo cual no ofrece seguridad alguna. Para obtener protección, debe requerir una póliza de Seguro de Título. Si este documento es utilizado por alguien que no sea el solicitante, lo hace bajo su propio riesgo y responsabilidad. Ninguna compañía de título que no sea The Title Security Group, LLC., está autorizada a utilizar este estudio para expedir una póliza de seguro de título. Capital Title Services, LLC, no es responsable ante otras compañías de título por errores u omisiones en este estudio de título. TODA COMPAÑÍA QUE NO SEA THE TITLE SECURITY GROUP, LLC. QUE UTILICE ESTE ESTUDIO DE TITULO PARA EXPEDIR UNA POLIZA DE SEGURO DE TITULO, LO HACE BAJO SU PROPIO RIESGO Y RESPONSABILIDAD. LA RESPONSABILIDAD DE CAPITAL TITLE SERVICES, LLC., ESTA LIMITADA A LA CANTIDAD PAGADA POR EL ESTUDIO DE TITULO Y SOLO CON RESPECTO AL CLIENTE DE REFERENCIA EN EL ENCABEZADO DE ESTE ESTUDIO DE TITULO.

Capital Title Services, LLC.

POR: ***Ramón F. Gómez Marcos***
15 de marzo de 2024
SCG/anr/f

33 Calle Resolución, Suite 302
San Juan, PR 00920-2727
TEL: 787-707-7369
FAX: 787-782-6743

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,741

RE : **/ CABO ROJO LAND ACQUISITION LLC/ CARMEN M. FONSECA/ HIPOTECARIO/**

FINCA : Número 4,847, inscrito al folio 85 del tomo 160 de Cabo Rojo. Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: Porción de terreno compuesta de siete cuerdas y noventa y tres céntimos, equivalentes a once áreas, sesenta y ocho centiáreas y siete miliáreas radicada en el Barrio de Llanos Costas del término municipal de Cabo Rojo, Puerto Rico, colindante: por el **NORTE** y por el **OESTE,** con el predio que se adjudicara al cónyuge Nicolás Plaza Acosta; por el **SUR,** con la parcela adjudicada a Marina Plaza Vélez; y por el **ESTE,** con un camino.

ORIGEN REGISTRAL:

Se formó por agrupación de las fincas números 4,664 y 4,848, inscritas a los folios 190 y 49 de los tomos 152 y 160 de Cabo Rojo, respectivamente.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Holdings, LLC.**, cuya entidad lo adquirió por compraventa al Banco Popular de Puerto Rico, por el precio de $34,107.53 (así surge), mediante la escritura número 14, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante el notario José Alfredo Moreda Del Valle, finca número 4,847, inscripción 17ma.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS

ii. Por sí está afecta a:

Hipoteca en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $42,634.41 (así surge), con intereses al 10.00% anual, vencedero a la presentación, constituida mediante la escritura número 18, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante la notario Yahira Caro Domínguez, e inscrita al tomo Karibe de Cabo Rojo, finca número 4,847, inscripción 18va., y última.

LOS SIGUIENTES DOCUMENTOS SE ENCUENTRAN PRESENTADOS Y PENDIENTES DE DESPACHO:

1. AL ASIENTO 2022-051233-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 254, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a cancelar pagaré con garantía de un pagaré hipotecario, por la suma de $42,634.41, inscripción 18va relacionada.

Continuación…
Finca número 4,847

Se acompaña: Certificación del notario; Certificación de exención de la Compañía de Turismo.

2. AL ASIENTO 2022-051236-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 253, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Holdings, LLC, a vender esta y otras fincas a favor de Cabo Rojo Land Acquisition, LLC, por el precio de $1,450,000.00, respondiendo esta finca por la suma de $64,000.00.

Se acompaña: Certificación de exención de la Compañía de Turismo.

OBSERVACIÓN:

AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854, Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E

Y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

Se describe la finca agrupada de la siguiente manera:

RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodríguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodríguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos."

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

Continuación…
Finca número 4,847

AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas (así surge), en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Documento presentado bajo la finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

Se acompaña: Certificación del notario.

Documento presentado bajo la finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe.

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Capital Title Services, LLC.

POR: *Ramón F. Gómez Marcos*
15 de marzo de 2024
SCG/anr/f

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,742

RE : **/ CABO ROJO LAND ACQUISITION LLC/**
CARMEN M. FONSECA/ HIPOTECARIO/

FINCA : Número 4,848, inscrito al folio 92 del tomo 160 de Cabo Rojo.
Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: Porción de terreno compuesta de siete cuerdas y noventa y tres centésimas, equivalentes a tres hectáreas once áreas, sesenta y ocho centiáreas y siete miliáreas radicada en el Barrio de Llanos Costas del término municipal de Cabo Rojo, Puerto Rico, colindante: por el **NORTE,** con la Parcela que se adjudica a Marina Plaza Vélez; por el **ESTE,** con el camino; por el **SUR,** con terrenos de la Sucesión de Anino Rodríguez; y por el **OESTE,** con predio adjudicado a Nicolás Plaza Acosta.

ORIGEN REGISTRAL:

Se segrega de la finca número 2,367, inscrita al folio 110 del tomo 56 de Cabo Rojo.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Holdings, LLC.**, cuya entidad lo adquirió por compraventa al Banco Popular de Puerto Rico, por el precio de $34,107.53, mediante la escritura número 14, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante el notario José Alfredo Moreda Del Valle, finca número 4,848, inscripción 14ta.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS

ii. Por sí está afecta a:

Hipoteca en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $42,634.41, con intereses al 10.00% anual, vencedero a la presentación, constituida mediante la escritura número 18, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante la notario Yahira Caro Domínguez, e inscrita al tomo Karibe de Cabo Rojo, finca número 4,848, inscripción 15ta., y última.

LOS SIGUIENTES DOCUMENTOS SE ENCUENTRAN PRESENTADOS Y PENDIENTES DE DESPACHO:

1. AL ASIENTO 2022-051233-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 254, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a cancelar pagaré con garantía de un pagaré hipotecario, por la suma de $42,634.41, inscripción 15ta relacionada.

33 Calle Resolución, Suite 302
San Juan, PR 00920-2727
TEL: 787-707-7369
FAX: 787-782-6743

Continuación…
Finca número 4,848

Se acompaña: Certificación de exención de la Compañía de Turismo.

2. AL ASIENTO 2022-051236-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 253, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Holdings, LLC, a vender esta y otras fincas favor de Cabo Rojo Land Acquisition, LLC, por el precio de $1,450,000.00, respondiendo esta finca por la suma de $64,000.00.

   Se acompaña: Certificación de exención de la Compañía de Turismo.

OBSERVACIÓN:

AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854, Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E

Y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

Se describe la finca agrupada de la siguiente manera:

RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodríguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodríguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos."

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

Continuación…
Finca número 4,848

AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas (así surge), en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Documento presentado bajo la finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

Se acompaña: Certificación del notario.

Documento presentado bajo la finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe.

NOTA: Esta Sección tiene establecido un sistema computadorizado de Bitácoras. No nos hacemos responsables por errores y/u omisiones que cometa el Empleado del Registro en la entrada y búsqueda de datos en el mismo.

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Capital Title Services, LLC.

POR: *Ramón F. Gómez Marcos*
15 de marzo de 2024
SCG/anr/f

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,744

RE : **/ CABO ROJO LAND ACQUISITION LLC/**
CARMEN M. FONSECA/ HIPOTECARIO/

FINCA : Número 4,849, inscrito al folio 99 del tomo 160 de Cabo Rojo.
Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: Porción de terreno compuesta de siete cuerdas y noventa y tres centésimas, equivalentes a tres hectáreas, once áreas, sesenta y ocho centiáreas y siete miliáreas, radicada en el Barrio de Llanas Costa del término municipal de Cabo Rojo, Puerto Rico, colindante: por el **NORTE,** con terrenos de la Sucesión de Miguel Carlo; por el **ESTE,** con el camino; por el **SUR** y **OESTE,** con predio adjudicado a Nicolás Plaza Acosta.

ORIGEN REGISTRAL:

Se segrega de la finca número 2,367, inscrita al folio 110 del tomo 56 de Cabo Rojo.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Holdings, LLC**, cuya entidad lo adquirió por compraventa al Banco Popular de Puerto Rico, por el precio de $34,107.53, mediante la escritura número 14, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante el notario José Alfredo Moreda Del Valle, finca número 4,849, inscripción 14ta.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS

ii. Por sí está afecta a:

Hipoteca en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $42,634.41 (así surge), con intereses al 10.00% anual, vencedero a la presentación, constituida mediante la escritura número 18, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante la notario Yahira Caro Domínguez, e inscrita al tomo Karibe de Cabo Rojo, finca número 4,849, inscripción 15ta., y última.

LOS SIGUIENTES DOCUMENTOS SE ENCUENTRAN PRESENTADOS Y PENDIENTES DE DESPACHO:

1. AL ASIENTO 2022-051233-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 254, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a cancelar la hipoteca, por la suma de $42,634.41, según inscripción 15ta relacionada.

33 Calle Resolución, Suite 302
San Juan, PR 00920-2727
TEL: 787-707-7369
FAX: 787-782-6743

Continuación…
Finca número 4,849

Se acompaña: Certificación de exención de la Compañía de Turismo.

2. AL ASIENTO 2022-051236-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 253, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Holdings, LLC, a vender esta y otras fincas a favor de Cabo Rojo Land Acquisition, LLC, por el precio de $1,450,000.00, respondiendo esta finca por la suma de $64,000.00.

   Se acompaña: Certificación de exención de la Compañía de Turismo.

OBSERVACIÓN:

AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854, Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

Se describe la finca agrupada de la siguiente manera:

RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodríguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodríguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos."

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

Continuación…
Finca número 4,849

AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas (así surge), en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Documento presentado bajo la finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

Se acompaña: Certificación del notario.

Documento presentado bajo la finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe.

NOTA: Esta Sección tiene establecido un sistema computadorizado de Bitácoras. No nos hacemos responsables por errores y/u omisiones que cometa el Empleado del Registro en la entrada y búsqueda de datos en el mismo.

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Capital Title Services, LLC.

POR: *Ramón F. Gómez Marcos*
15 de marzo de 2024
SCG/anr/f

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,745

RE : **/ CABO ROJO LAND ACQUISITION LLC/**
CARMEN M. FONSECA/ HIPOTECARIO/

FINCA : Número 4,850, inscrito al folio 106 del tomo 160 de Cabo Rojo. Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: Porción de terreno compuesta de siete cuerdas y noventa y tres céntimos, equivalentes a tres hectáreas, once áreas, sesenta y ocho centiáreas y siete miliáreas, radicada en el Barrio de Llanos Costas del término municipal de Cabo Rojo, Puerto Rico, colindante: por el **NORTE,** con parcela adjudicada a Luisa Josefa Plaza Vélez; por el **ESTE,** con un camino; por el **SUR,** con la parcela adjudicada a José Del Carmen Plaza Vélez; y por el **OESTE,** con predio adjudicado a Nicolás Plaza Acosta.

ORIGEN REGISTRAL:

Se segrega de la finca número 2,367, inscrita al folio 110 del tomo 56 de Cabo Rojo.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Homes, LLC**, cuya entidad lo adquirió por compraventa al Banco Popular de Puerto Rico, por el precio de $34,107.53 (así surge), mediante la escritura número 14, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante el notario José Alfredo Moreda Del Valle, finca número 4,850, inscripción 14ta.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS

ii. Por sí está afecta a:

Hipoteca en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $42,634.41 (así surge), con intereses al 10.00% anual, vencedero a la presentación, constituida mediante la escritura número 18, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante la notario Yahira Caro Domínguez, e inscrita al tomo Karibe de Cabo Rojo, finca número 4,850, inscripción 15ta.

LOS SIGUIENTES DOCUMENTOS SE ENCUENTRAN PRESENTADOS Y PENDIENTES DE DESPACHO:

1. AL ASIENTO 2022-051233-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 254, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a cancelar la hipoteca por la suma de $127,903.23, según inscripción 17ta relacionada.

Continuación…
Finca número 4,850

Se acompaña: Certificación de exención de la Compañía de Turismo.

2. AL ASIENTO 2022-051236-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 253, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Holdings, LLC, a vender esta y otras fincas a favor de Cabo Rojo Land Acquisition, LLC, por el precio de $1,450,000.00, respondiendo esta finca por la suma de $191,000.00.

   Se acompaña: Certificación de exención de la Compañía de Turismo.

OBSERVACIÓN:

AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854, Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E.

Y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

Se describe la finca agrupada de la siguiente manera:

RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodríguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodríguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos."

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, correción de cabida.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

Continuación…
Finca número 4,850

AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas (así surge), en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Documento presentado bajo al finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

Se acompaña: Certificación del notario.

Documento presentado bajo al finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe.

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Capital Title Services, LLC.

POR: *Ramón F. Gómez Marcos*
15 de marzo de 2024
SCG/anr/f

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,747

RE : **/ CABO ROJO LAND ACQUISITION LLC/ CARMEN M. FONSECA/ HIPOTECARIO/**

FINCA : Número 4,851, inscrito al folio 113 del tomo 160 de Cabo Rojo. Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: Porción de terreno compuesta de siete cuerdas y noventa y tres centésimas, equivalentes a tres hectáreas, once áreas, sesenta y ocho centiáreas y siete miliáreas, radicada en el Barrio de Llanos Costas del término municipal de Cabo Rojo, Puerto Rico, colindante: por el **NORTE,** con la parcela adjudicada a los herederos María Esther Manfredo y Luisa Plaza Camacho; por el **ESTE,** con terrenos de la Sucesión de Anino Rodríguez en una parte y con la parcela adjudicada a José Del Carmen Plaza Vélez, en otra parte; por el **SUR,** con terrenos de la Sucesión de José Graciliano Vélez; y por el **OESTE,** con el camino que conduce de Las Salinas de Cabo Rojo a las Salinas Candelarias.

ORIGEN REGISTRAL:

Se segrega de la finca número 2,367, inscrita al folio 110 del tomo 56 de Cabo Rojo.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Holdings, LLC**, cuya entidad lo adquirió por compraventa al Banco Popular de Puerto Rico, por el precio de $34,107.53 (así surge), mediante la escritura número 14, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante el notario José Alfredo Moreda Del Valle, finca número 4,851, inscripción 17a.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS

ii. Por sí está afecta a:

Hipoteca en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $42,634.41 (así surge), con intereses al 10.00% anual, vencedero a la presentación, constituida mediante la escritura número 18, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante la notario Yahira Caro Domínguez, e inscrita al tomo Karibe de Cabo Rojo, finca número 4,851, inscripción 18va., y última.

33 Calle Resolución, Suite 302
San Juan, PR 00920-2727
TEL: 787-707-7369
FAX: 787-782-6743

Continuación…
Finca número 4,851

LOS SIGUIENTES DOCUMENTOS SE ENCUENTRAN PRESENTADOS Y PENDIENTES DE DESPACHO:

1. AL ASIENTO 2022-051233-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 254, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a cancelar la hipoteca, por la suma de $42,634.41, según inscripción 18va relacionada.

   Se acompaña: Certificación del notario; Certificación de exención de la Compañía de Turismo.

2. AL ASIENTO 2022-051236-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 253, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Holdings, LLC, a vender esta y otras fincas a favor de Cabo Rojo Land Acquisition, LLC, por el precio de $1,450,000.00, respondiendo esta finca por la suma de $64,000.00.

   Se acompaña: Certificación de exención de la Compañía de Turismo; Certificación del notario, presentación telemática.

OBSERVACIÓN:

AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854, Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E.

Y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

Se describe la finca agrupada de la siguiente manera:

RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodríguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodríguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos."

Se acompaña: Certificación de exención de la Compañía de Turismo; Escritura número 563, corrección de cabida.

Notificado el día 2 de febrero de 2024.

Continuación…
Finca número 4,851

AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas, en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación, Escritura número 563, corrección de cabida.

Documento presentado bajo la finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

Se acompaña: Certificación del notario.

Documento presentado bajo la finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe.

NOTA: Esta Sección tiene establecido un sistema computadorizado de Bitácoras. No nos hacemos responsables por errores y/u omisiones que cometa el Empleado del Registro en la entrada y búsqueda de datos en el mismo.

This document is not a commitment to insure nor a Title Insurance Policy and should not be relied upon as such. For protection, Purchaser and Lender should require a Title Insurance Policy. If this document is used by someone other than the party requesting it, said person does so assuming any and all risks and liabilities. No title company other than the Title Security Group, LLC., is authorized to rely on this title study to issue a Title Insurance Commitment and/or Policy. Capital Title Services, LLC., is not liable to other title companies for error or omissions in this title report. ANY TITLE COMPANY OTHER THAN THE TITLE SECURITY GROUP, LLC. THAT RELIES ON THIS TITLE STUDY TO ISSUE A TITLE COMMITMENT AND/OR INSURANCE POLICY DOES SO ASSUMING ANY AND ALL RISKS AND LIABILITIES. THE LIABILITY OF CAPITAL TITLE SERVICES, LLC. IN CONNECTION WITH THIS TITLE REPORT IS LIMITED TO THE AMOUNT PAID FOR THIS TITLE REPORT ONLY WITH RESPECT TO THE CLIENT REFERRED TO IN THE HEADER OF THIS TITLE REPORT.

Continuación…
Finca número 4,851

Este documento no es un compromiso para asegurar ni una póliza de Seguro de Título, por lo cual no ofrece seguridad alguna. Para obtener protección, debe requerir una póliza de Seguro de Título. Si este documento es utilizado por alguien que no sea el solicitante, lo hace bajo su propio riesgo y responsabilidad. Ninguna compañía de título que no sea The Title Security Group, LLC., está autorizada a utilizar este estudio para expedir una póliza de seguro de título. Capital Title Services, LLC, no es responsable ante otras compañías de título por errores u omisiones en este estudio de título. TODA COMPAÑÍA QUE NO SEA THE TITLE SECURITY GROUP, LLC. QUE UTILICE ESTE ESTUDIO DE TITULO PARA EXPEDIR UNA POLIZA DE SEGURO DE TITULO, LO HACE BAJO SU PROPIO RIESGO Y RESPONSABILIDAD. LA RESPONSABILIDAD DE CAPITAL TITLE SERVICES, LLC., ESTA LIMITADA A LA CANTIDAD PAGADA POR EL ESTUDIO DE TITULO Y SOLO CON RESPECTO Al CLIENTE DE REFERENCIA EN EL ENCABEZADO DE ESTE ESTUDIO DE TITULO.

Capital Title Services, LLC.

POR: ***Ramón F. Gómez Marcos***
15 de marzo de 2024
SCG/anr/f

33 Calle Resolución, Suite 302
San Juan, PR 00920-2727
TEL: 787-707-7369
FAX: 787-782-6743

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,749

RE : **/ CABO ROJO LAND ACQUISITION LLC/**
CARMEN M. FONSECA/ HIPOTECARIO/

FINCA : Número 4,852, inscrito al folio 120 del tomo 160 de Cabo Rojo.
Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: Porción de terreno compuesta de siete cuerdas y noventa y tres centésimas, equivalentes a tres hectáreas, once áreas, sesenta y ocho centiáreas y siete miliáreas, radicada en el Barrio de Llanos Costas del término municipal de Cabo Rojo, Puerto Rico colindante: por el **NORTE,** con predio adjudicado a Nicolás Plaza Acosta; por el **ESTE,** con parcelas adjudicadas a José Del Carmen Plaza Vélez y Nicolás Plaza Acosta; por el **SUR,** con parcela adjudicada a Ema Rosalía, conocida por Emma Plaza Vélez; y por el **OESTE,** con el camino que conduce de Las Salinas de Cabo Rojo a las Salinas Candelarias.

ORIGEN REGISTRAL:

Se segrega de la finca número 2,367, inscrita al folio 110 del tomo 56 de Cabo Rojo.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Holdings, LLC**, cuya entidad lo adquirió por compraventa al Banco Popular de Puerto Rico, por el precio de $34,107.53 (así surge), mediante la escritura número 14, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante el notario José Alfredo Moreda Del Valle, finca número 4,852, inscripción 15ta.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS

ii. Por sí está afecta a:

Hipoteca en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $42,634.41 (así surge), con intereses al 10.00% anual, vencedero a la presentación, constituida mediante la escritura número 18, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante la notario Yahira Caro Domínguez, e inscrita al tomo Karibe de Cabo Rojo, finca número 4,852, inscripción 16ta., y última.

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San Juan, PR 00920-2727
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FAX: 787-782-6743

Continuación…
Finca número 4,852

LOS SIGUIENTES DOCUMENTOS SE ENCUENTRAN PRESENTADOS Y PENDIENTES DE DESPACHO:

1. AL ASIENTO 2022-051233-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 254, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a cancelar la hipoteca por la suma de $42,634.41, según inscripción 16ta relacionada.

   Se acompaña: Certificación del notario; Certificación de exención de la Compañía de Turismo.

2. AL ASIENTO 2022-051236-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 253, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Holdings, LLC, a vender esta y otras fincas a favor de Cabo Rojo Land Acquisition, LLC, por el precio de $1,450,000.00, respondiendo esta finca por la suma de $64,000.00.

   Se acompaña: Certificación de exención de la Compañía de Turismo.

OBSERVACIÓN:

AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854, Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E.

Y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

Se describe la finca agrupada de la siguiente manera:

RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodríguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodríguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos."

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Notificado el día 2 de febrero de 2024.

Continuación…
Finca número 4,852

AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas, en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Documento presentado bajo al finca número 28,334 de Cabo Rojo.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

Se acompaña: Certificación del notario.

Documento presentado bajo al finca número 28,334 de Cabo Rojo.

Notificado el día 2 de febrero de 2024.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe.

NOTA: Esta Sección tiene establecido un sistema computadorizado de Bitácoras. No nos hacemos responsables por errores y/u omisiones que cometa el Empleado del Registro en la entrada y búsqueda de datos en el mismo.

This document is not a commitment to insure nor a Title Insurance Policy and should not be relied upon as such. For protection, Purchaser and Lender should require a Title Insurance Policy. If this document is used by someone other than the party requesting it, said person does so assuming any and all risks and liabilities. No title company other than the Title Security Group, LLC., is authorized to rely on this title study to issue a Title Insurance Commitment and/or Policy. Capital Title Services, LLC., is not liable to other title companies for error or omissions in this title report. ANY TITLE COMPANY OTHER THAN THE TITLE SECURITY GROUP, LLC. THAT RELIES ON THIS TITLE STUDY TO ISSUE A TITLE COMMITMENT AND/OR INSURANCE POLICY DOES SO ASSUMING ANY AND ALL RISKS AND LIABILITIES. THE LIABILITY OF CAPITAL TITLE SERVICES, LLC. IN CONNECTION WITH THIS TITLE REPORT IS LIMITED TO THE AMOUNT PAID FOR THIS TITLE REPORT ONLY WITH RESPECT TO THE CLIENT REFERRED TO IN THE HEADER OF THIS TITLE REPORT.

Continuación…
Finca número 4,852

Este documento no es un compromiso para asegurar ni una póliza de Seguro de Título, por lo cual no ofrece seguridad alguna. Para obtener protección, debe requerir una póliza de Seguro de Título. Si este documento es utilizado por alguien que no sea el solicitante, lo hace bajo su propio riesgo y responsabilidad. Ninguna compañía de título que no sea The Title Security Group, LLC., está autorizada a utilizar este estudio para expedir una póliza de seguro de título. Capital Title Services, LLC, no es responsable ante otras compañías de título por errores u omisiones en este estudio de título. TODA COMPAÑÍA QUE NO SEA THE TITLE SECURITY GROUP, LLC. QUE UTILICE ESTE ESTUDIO DE TITULO PARA EXPEDIR UNA POLIZA DE SEGURO DE TITULO, LO HACE BAJO SU PROPIO RIESGO Y RESPONSABILIDAD. LA RESPONSABILIDAD DE CAPITAL TITLE SERVICES, LLC., ESTA LIMITADA A LA CANTIDAD PAGADA POR EL ESTUDIO DE TITULO Y SOLO CON RESPECTO Al CLIENTE DE REFERENCIA EN EL ENCABEZADO DE ESTE ESTUDIO DE TITULO.

Capital Title Services, LLC.

POR: ***Ramón F. Gómez Marcos***
15 de marzo de 2024
SCG/anr/f

33 Calle Resolución, Suite 302
San Juan, PR 00920-2727
TEL: 787-707-7369
FAX: 787-782-6743

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,750

RE : **/ CABO ROJO LAND ACQUISITION LLC/**
CARMEN M. FONSECA/ HIPOTECARIO/

FINCA : Número 4,853, inscrito al folio 127 del tomo 160 de Cabo Rojo.
Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: porción de terreno compuesta de quince cuerdas y ochenta y seis centésimas, equivalentes a seis hectáreas, veintitrés áreas, treinta y seis centiáreas y catorce miliáreas, radicada en el Barrio de Llanos Costas del término municipal de Cabo Rojo, Puerto Rico, colindante; por el **NORTE** y **OESTE,** con predio adjudicado a Nicolás Plaza Acosta; por el **ESTE,** con un camino; por el **SUR,** con parcela adjudicada a José Del Carmen Plaza Vélez.

ORIGEN REGISTRAL:

Se segrega de la finca número 2,367, inscrita al folio 110 del tomo 56 de Cabo Rojo.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Holdings, LLC**, cuya entidad lo adquirió por compraventa al Banco Popular de Puerto Rico, por el precio de $68,215.05 (así surge), mediante la escritura número 14, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante el notario José Alfredo Moreda Del Valle, finca número 4,853, inscripción 16ta.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS

ii. Por sí está afecta a:

Hipoteca en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $85,268.82 (así surge), con intereses al 10.00% anual, vencedero a la presentación, constituida mediante la escritura número 18, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante la notario Yahira Caro Domínguez, e inscrita al tomo Karibe de Cabo Rojo, finca número 4,853, inscripción 17ma., y última.

LOS SIGUIENTES DOCUMENTOS SE ENCUENTRAN PRESENTADOS Y PENDIENTES DE DESPACHO:

1. AL ASIENTO 2022-051233-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 254, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a cancelar la hipoteca por la suma de $85,268.82, según inscripción 17ta relacionada.

Continuación…
Finca número 4,853

Se acompaña: Certificación de exención de la Compañía de Turismo.

2. AL ASIENTO 2022-051236-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 253, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Holdings, LLC, a vender esta y otras fincas a favor de Cabo Rojo Land Acquisition, LLC, por el precio de $1,450,000.00, respondiendo esta finca por la suma de $128,000.00.

   Se acompaña: Certificación de exención de la Compañía de Turismo.

OBSERVACIÓN:

AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854, Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E.

Se describe la finca agrupada de la siguiente manera:

RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodriguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodriguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos."

Y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

Continuación…
Finca número 4,853

AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas, en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Documento presentado bajo al finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

Se acompaña: Certificación del notario.

Documento presentado bajo al finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe.

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Capital Title Services, LLC.

POR: *Ramón F. Gómez Marcos*
15 de marzo de 2024
SCG/anr/f

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,752

RE : **/ CABO ROJO LAND ACQUISITION LLC/ CARMEN M. FONSECA/ HIPOTECARIO/**

FINCA : Número 4,854, inscrito al folio 134 del tomo 160 de Cabo Rojo. Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: Porción de terreno compuesta de veintitrés cuerdas y setenta y nueve centésimas, equivalentes a nueve hectáreas, treinta y cinco áreas, cuatro centiáreas y veintiuna miliáreas, radicada en el Barrio de Llanos Costas del término municipal de Cabo Rojo, Puerto Rico, colindante: por el **NORTE,** con un predio adjudicado a Nicolás Plaza Acosta; por el **ESTE,** con dicho mismo predio y con Parcela de José Del Carmen Plaza Vélez; por el **SUR,** con terrenos de la Sucesión de José Graciliano Vélez; y por el **OESTE,** con el camino que conduce de las Salinas de Cabo Rojo a las Salinas Candelarias.

ORIGEN REGISTRAL:

Se segrega de la finca número 2,367, inscrita al folio 110 del tomo 56 de Cabo Rojo.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Holdings, LLC**, cuya entidad lo adquirió por compraventa al Banco Popular de Puerto Rico, por el precio de $102,322.57 (así surge), mediante la escritura número 14, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante el notario José Alfredo Moreda Del Valle, finca número 4,854, inscripción 16ta.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS

ii. Por sí está afecta a:

Hipoteca en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $127,903.23 (así surge), con intereses al 10.00% anual, vencedero a la presentación, constituida mediante la escritura número 18, otorgada en San Juan, Puerto Rico, el día 30 de septiembre de 2016, ante la notario Yahira Caro Domínguez, e inscrita al tomo Karibe de Cabo Rojo, finca número 4,854, inscripción 17ma., y última.

33 Calle Resolución, Suite 302
San Juan, PR 00920-2727
TEL: 787-707-7369
FAX: 787-782-6743

Continuación…
Finca número 4,854

LOS SIGUIENTES DOCUMENTOS SE ENCUENTRAN PRESENTADOS Y PENDIENTES DE DESPACHO:

1. AL ASIENTO 2022-051233-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 254, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a cancelar la hipoteca por la suma de $127,903.23, según inscripción 17ta relacionada.

   Se acompaña:; Certificación de exención de la Compañía de Turismo.

2. AL ASIENTO 2022-051236-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 253, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Holdings, LLC, a vender esta y otras fincas a favor de Cabo Rojo Land Acquisition, LLC, por el precio de $1,450,000.00, respondiendo esta finca por la suma de $191,000.00.

   Se acompaña: Certificación de exención de la Compañía de Turismo.

OBSERVACIÓN:

AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854, Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E.

Y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

Se describe la finca agrupada de la siguiente manera:

RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodríguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodríguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos".

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

Continuación…
Finca número 4,854

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas, en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Documento presentado bajo al finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

Se acompaña: Certificación del notario.

Documento presentado bajo al finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe.

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Capital Title Services, LLC.

POR: *Ramón F. Gómez Marcos*
15 de marzo de 2024
SCG/anr/f

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,753

RE : **/ CABO ROJO LAND ACQUISITION LLC/**
CARMEN M. FONSECA/ HIPOTECARIO/

FINCA : Número 7,352, inscrito al folio 35 del tomo 246 de Cabo Rojo.
Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: Porción de terreno en el Barrio Boquerón del término Municipal de Cabo Rojo, Puerto Rico, marcado como el remanente en el plano de inscripción de una cabida superficial de 24107.2913 metros cuadrados. Colindante por el **NORTE**, con terrenos propiedad de Enrique Carlo Aymat y terrenos de la Sucesión de Francisco Padilla Vélez; por el **SUR**, con terrenos pertenecientes al solar "A" segregado en el plano de inscripción y con la Carretera 301; por el **ESTE**, con terrenos pertenecientes a Zenobia Ramírez Rodríguez; y por el **OESTE**, con terrenos pertenecientes a Willie T. Zajia, antes, hoy solares de varios dueños.

Este es el remanente de esta finca, según la escritura número 335, otorgada en Cabo Rojo, Puerto Rico, el día 1 de diciembre de 2004, ante el notario Rafael Doitteau Cruz, e inscrita al folio 172 del tomo 908 de Cabo Rojo, finca número 7,352, al margen de la inscripción 6ta.

ORIGEN REGISTRAL:

Se segrega de la finca número 4,523, inscrita al folio 136 del tomo 146 de Cabo Rojo.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **James Henry Cuevas, viudo,** quien lo adquirió por adjudicación y/o partición de bienes, de Peggy Lee Cuevas, Rick Cuevas, James Louis Cuevas Jr., Ron Cuevas y Jo-Ann Cuevas, con un valor de $200,000.00, mediante la escritura número 48, otorgada en Cabo Rojo, Puerto Rico, el día 25 de julio de 2019, ante la notario Ysis Doitteau Cofresí, finca número 7,352, inscripción 8va.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS

ii. Por sí está afecta a:

Servidumbre a favor de la Autoridad de Energía Eléctrica de Puerto Rico, constituida mediante Resolución, sobre Expropiación Forzosa, de fecha 2 de enero de 2007, expedida en el Tribunal de Primera Instancia, Sala Superior de San Juan, en el Caso Civil número KEF2006-0755, e inscrita al folio 172 del tomo 908 de Cabo Rojo, finca número 7,352, inscripción 6ta.

Continuación…
Finca número 7,352

OBSERVACIÓN:

AL ASIENTO 2019-068069-SG01 DEL SISTEMA KARIBE, se presentó el día 1 de julio del 2019, la escritura número 11, otorgada en Cabo Rojo, Puerto Rico, el día 8 de mayo del 2019, ante el notario Ysis Doitteau Cofresí, mediante la cual comparece James Cuevas, también conocido como Jaime Cuevas Cardoza, soltero, a vender la descrita propiedad a favor de Cabo Rojo Land Acquisition, LLC., por el precio de $350,000.00.

NOTA: Se describe un remanente de 23,670.701 metros cuadrados, luego de descontados 436.5903 metros cuadrados, del área ocupada por la servidumbre de la Inscripción tercera.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2019-068072-SG01 DEL SISTEMA KARIBE, se presentó el día 1 de julio del 2019, la escritura número 116, otorgada en San Juan, Puerto Rico, el día 10 de mayo del 2019, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparecen Cabo Rojo Land Acquisition, LLC., a constituir hipoteca en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $550,000.00, con intereses al 12% anual, vencedero a la presentación.

NOTA: Se describe la propiedad con una cabida de 23,670.701 metros cuadrados.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854, Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E.

Y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

Se describe la finca agrupada de la siguiente manera:

RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodríguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodríguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos."

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Notificado el día 2 de febrero de 2024.

Continuación…
Finca número 7,352

AL ASIENTO 2022-051237-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 255, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a cancelar la hipoteca, por la suma de $550,000.00, presentada al Asiento 2019-068072-SG01 y pendiente de ser certificada.

Se acompaña: Pagaré Cancelado;Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas (así surge), en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

Documento presentado bajo la finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

Se acompaña: Certificación del notario.

Documento presentado bajo la finca 28,334 de Cabo Rojo.

Notificado el día 5 de febrero de 2024.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe. (2:59 p.m.)

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Continuación…
Finca número 7,352

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Capital Title Services, LLC.

POR: ***Ramón F. Gómez Marcos***
15 de marzo de 2024
SCG/anr/f

33 Calle Resolución, Suite 302
San Juan, PR 00920-2727
TEL: 787-707-7369
FAX: 787-782-6743

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,735

RE : **/ CABO ROJO LAND ACQUISITION LLC/**
CARMEN M. FONSECA/ HIPOTECARIO/

FINCA : Número 28,334, inscrito al folio 196 del tomo 978 de Cabo Rojo. Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RÚSTICA: Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de 340.229880 cuerdas, equivalentes a 1,337,236.118 metros cuadrados. En lindes por el **NORTE**, con terrenos de F. Carrera & Hermanos y Enrique Carlo Aymat; por el **SUR**, con terrenos de Natalicio Irizarry, Laureano Rodríguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla; y por el **OESTE**, con terrenos de Natalicio Irizarry.

ORIGEN REGISTRAL:

Se formó por agrupación de las fincas números 13,974; 13,975; 13,976; 13,977; 13,978; 13,979; 13,980; 13,981; 13,982; 13,983; 13,984; 13,985; 13,986; 13,987; 13,988; 13,989; 13,990; 13,991; 13,992; 13,993; 13,994; 13,995; 13,996; 13,997; 13,998; 14000; 14,003; 14,004; 14,005; 14,006; 14,007; 14,008; 14,009; 14,010; 14,011; 14,012; 14,013; 14,014; 14,015; 14,016; 14,017; 14,022; 14,023; 14,024; 14,025; 14,026; 14,027; 14,028; 14,029; 14,030; 14,031; 14,032; 14,033; 14,034; 14,035; 14,036; 14,037; 14,038; 14,039; 14,040; 14,041; 14,042; 14,043; 14,049; 14,056 y 14,060, inscritas a los folios 1, 10, 20, 30, 40, 50, 60, 70, 80, 90, 100, 110, 120, 130, 140, 150, 160, 170, 180, 190, 200, 210, 220, 230, 240, 260, 290 de los tomos 399 de Cabo Rojo; los folios 1, 10, 20, 30, 40, 50, 60, 70, 80, 90, 100, 110, 120, 130, 180, 190, 200, 210, 220, 230, 240, 250, 260, 270, 280 y 290 del tomo 400 de Cabo Rojo; los folios 1, 10, 20, 30, 40, 50, 60, 70, 80, 90, 150 y 220 del tomo 401 de Cabo Rojo; y el folio 10 del tomo 402 de Cabo Rojo.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Acquisition, LLC.**, cuya entidad lo adquirió por compraventa a Villas de Bahía Boquerón Development Corporation, por el precio de $55,500,000.00, mediante la escritura número 245, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, finca número 28,334, inscripción 13ra.

GRAVÁMENES:

i. Por su procedencia está afecta a:

a. Servidumbre a favor de la Autoridad de Energía Eléctrica de Puerto Rico.

b. Condiciones restrictivas sobre edificación y uso:

Cuando inscriben las condiciones restrictivas el Registro hace la inscripción de la siguiente manera: (Uso como ejemplo la finca 13,974 la cual le acompaño) "Se constituyen condiciones restrictivas sobre 89 fincas sobre el Proyecto Mont Carlos States, (De la agrupación solo surgen 66 fincas), según documento otorgado en la ciudad de Fort

Continuación…
Finca número 28,334

Lauderdale del Estado de la Florida, Condado de Broward, el día 29 de octubre de 1984, ante la notaría Marilyn V. Semora, protocolizado mediante la escritura número 22, otorgada en San Juan, Puerto Rico, el día 2 de noviembre de 1984, ante el notario Jaime Aponte Parsi, e inscrita al margen del folio 1 del tomo 399 de Cabo Rojo".

Dichas condiciones aparecen expresamente **canceladas en todas las fincas excepto** las fincas 13,988; 14,009; 14,010; 14,011; 14,012; 14,013; 14,014; 14,015; 14,016; 14,017; 14,049; 14,056 y 14,060. La nota de cancelación la redactan de la siguiente manera:

"Canceladas las anteriores condiciones mediante la escritura número 13, otorgada en San Juan, Puerto Rico, el día 10 de abril de 1190, ante la notario Rosa M. Lázaro San Miguel, enmendada por la escritura número 17, otorgada en Boquerón, Puerto Rico, el día 22 de mayo de 1991, tomándose razón al margen del folio 9 del tomo 399 de Cabo Rojo, firmada dicha cancelación el 1 de junio de 1993".

Entendemos que en las fincas 13,988; 14,049; 14,056 y 14,060 aun cuando se redactó la misma escritura del mismo año y ante el mismo notario, no se expresó claramente que fueran canceladas en esa finca. Es de nuestra opinión que el técnico mal interpretó la escritura y por ende redacto la nota marginal incompleta y distinta en esas cuatro fincas.

ii. Por sí está:

LIBRE DE CARGAS.

OBSERVACIÓN:

AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré a favor del Portador, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

Se acompaña: Certificación de exención de la Compañía de Turismo.

Notificado el día 2 de febrero de 2024.

AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas, en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

Se acompaña: Certificación del notario; Certificación de exención Compañía de Turismo.

Notificado el día 5 de febrero de 2024.

Continuación…
Finca número 28,334

AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

Se acompaña: Certificación del notario.

Notificado el día 5 de febrero de 2024.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe. (9:23 a.m.)

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Capital Title Services, LLC.

POR: *Ramón F. Gómez Marcos*
15 de marzo de 2024
MRF/anr/f

ESTUDIO

CLIENTE : **MORELL CARTAGENA & DAPENA** 710,738

RE : **/ CABO ROJO LAND ACQUISITION LLC/**
CARMEN M. FONSECA/ HIPOTECARIO/

FINCA : Número 32,623, inscrito al folio 112 del tomo 958 de Cabo Rojo.
Registro de la Propiedad de Puerto Rico, Sección de San Germán.

DESCRIPCIÓN:

RUSTICA: Parcela de terreno marcada como Parcela A-2 en el Plano de Inscripción, radicado en el Barrio Boquerón del término Municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de 191,723.2027 metros cuadrados, equivalentes a 48.7796 cuerdas y que colinda por el **NORTE**, del punto 205 al 92 en 188.4471 metros lineales con el remanente de la finca principal de la cual se segrega; por el **SUR**, del punto 85 al 89 en 5.7624 metros lineales con propiedad de Antonio Fas Alzamora; del punto 114 al 115 en 83.8607 metros lineales, del punto 115 al 116 en 78.3548 metros lineales, del punto 116 al 117 en 75.2163 metros lineales con propiedad de Antonio Fas Alzamora; por el **ESTE**, del punto 92 al 203 en 24.8073 metros lineales, con un camino vecinal, del punto 203 al 85 en 9.7034 metros lineales, con un camino vecinal del punto 89 al 90 en 10.4731 metros lineales, del punto 90 al 99 en 88.9976 metros lineales, del punto 99 al 100 en 87.0714 metros lineales, del punto 100 al 101 en 59.0273 metros lineales, del punto 101 al 102 en 43.1210 metros lineales, del punto 102 al 104 en 74.4833 metros lineales, del punto 104 al 106 en 110.3996 metros lineales, del punto 106 al 107 en 56.4148 metros lineales, del punto 107 al 108 en 138.2144 metros lineales, del punto 108 al 109 en 23.9005 metros lineales, del punto 109 al 111 en 88.1918 metros lineales, del punto 111 al 112 en 142.0623 metros lineales, del punto 112 al 114 en 76.6225 metros lineales, con propiedad de Antonio Fas Alzamora; y por el **OESTE**, del punto 117 al 205 en 1,136.7292 metros lineales, con el remanente de la finca principal de la cual se segrega.

ORIGEN REGISTRAL:

Se segrega de la finca número 32,622, inscrita al folio 109 del tomo 958 de Cabo Rojo.

PLENO DOMINIO:

Consta inscrito al tomo Karibe de Cabo Rojo, a favor de **Cabo Rojo Land Acquisition, LLC.**, cuya entidad lo adquirió por compraventa a Puerto Rico Land & Fruit, S.E., por el precio de $1,400,000.00, mediante la escritura 251, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, finca número 32,623, inscripción 6ta.

GRAVÁMENES:

i. Por su procedencia está:

LIBRE DE CARGAS

33 Calle Resolución, Suite 302
San Juan, PR 00920-2727
TEL: 787-707-7369
FAX: 787-782-6743

Continuación…
Finca número 32,623

ii. Por sí está afecta a:

Hipoteca en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $700,000.00, con intereses al 8% anual, a pagar en 7 pagos de $100,000.00 cada uno, vencedero en los meses 6, 12, 18, 24, 30, 36 y 42 de la fecha de este otorgamiento, respectivamente, constituida mediante la escritura número 8, otorgada en San Juan, Puerto Rico, el día 10 de octubre de 2008, ante el notario Fernando E. Agrait Betancourt, e inscrita al folio 113 del tomo 958 de Cabo Rojo, finca número 32,623, inscripción 5ta.

OBSERVACIÓN:

1. AL ASIENTO 2022-051251-SG01 DEL SISTEMA KARIBE, se presentó el día 21 de abril de 2022, la escritura número 256, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante la notario Dianne M. Pérez Sebastián, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, representado por Roberto Manuel Cacho Pérez, casado, como dueño de las siguientes fincas: Finca número 1,054, Parcela B-1; Finca número 2,367, Parcela C-1; Finca número 28,334; Parcela A; Finca número 32,623, Parcela B-2; Finca número 4,847, Parcela C2; Finca número 4,848, Parcela C3; Finca número 4,849, Parcela C4; Finca número 4,850, Parcela C5; Finca número 4,851, Parcela C6; Finca número 4,852, Parcela C7; Finca número 4,853, Parcela C8; Finca número 4,854, Parcela C9; Finca número 639, Parcela B-3; Finca número 7,352, Parcela E.

   Y las agrupa para forma una nueva finca con cabida de 748.7845 cuerdas, equivalentes a 2,943,019.34 metros cuadrados, con un valor de $65,000,000.00.

   Se describe la finca agrupada de la siguiente manera:

   RÚSTICA: FINCA AGRUPADA. Parcela radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de setecientos cuarenta y ocho punto siete mil ochocientos cuarenta y cinco (748.7845) cuerdas de terreno, equivalentes a dos millones novecientos cuarenta y tres mil diecinueve punto trescientos cuatro (2,943,019.304) metros cuadrados. En lindes por el **NORTE,** con Caño Boquerón y Bahía Boquerón; por el **SUR**, con terrenos de Antonio Fas Alzamora, Víctor Vélez, Natalicio Irizarry, Laureano Rodriguez, Luis Plaza, Belfor Torres, Familia Padilla y Raúl Padilla; por el **ESTE**, con terrenos de Salvador Padilla y Zenobia Ramírez Rodriguez; y por el **OESTE**, con terrenos de MC Acquisition, Corp., Antonio Fas Alzamora y varios vecinos."

   Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

   Notificado el 2 de febrero de 2024. Falta: Impedida por Asiento previo.

2. AL ASIENTO 2022-055862-SG01 DEL SISTEMA KARIBE, se presentó el día 29 de abril de 2022, la escritura número 7, otorgada en San Juan, Puerto Rico, el día 29 de marzo de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 748.7845 cuerdas en garantía de un pagaré, a favor del Portador, o a su orden, por la suma principal de $14,000,000.00, con intereses al 14% anual, vencedero a la presentación.

   Se acompaña: Certificación de exención de la Compañía de Turismo.

   Notificado el 2 de febrero de 2024. Falta: Impedida por Asiento previo.

33 Calle Resolución, Suite 302
San Juan, PR 00920-2727
TEL: 787-707-7369
FAX: 787-782-6743

Continuación…
Finca número 32,623

3. AL ASIENTO 2022-115416-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 26, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparece Cabo Rojo Land Acquisition, LLC, a constituir hipoteca sobre la finca agrupada de 774.0232 cuerdas, en garantía de un pagaré a favor del Portador, o a su orden, por la suma principal de $43,500,000.00, con intereses al 14%, vencedero a la presentación.

   Se acompaña: Certificación de exención de la Compañía de Turismo; Acta de Subsanación; Escritura número 563, corrección de cabida.

   Notificado el 5 de febrero de 2024.

4. AL ASIENTO 2022-115440-SG01 DEL SISTEMA KARIBE, se presentó el día 31 de agosto de 2022, la escritura número 27, otorgada en San Juan, Puerto Rico, el día 26 de agosto de 2022, ante el notario Jorge Antonio Morales Cordero, mediante la cual comparecen Gladys Omayra Fontánez Reyes y Villas de Bahía Boquerón Development Corporation, a Subordinar la Hipoteca por la suma de $14,000,000.00 en beneficio de la hipoteca por la suma de $43,500,000.00, para que esta última tenga rango preferente.

   Se acompaña: Certificación del notario.

   Notificado el 5 de febrero de 2024.

REVISADOS:

Registro de Embargos del ELA, incluyendo los de la Ley número 12 del día 20 de enero de 2010; Contribuciones Federales; Sentencias; Bitácora Ágora y Electrónica; Sistema Karibe. 9:02am.

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Capital Title Services, LLC.

POR: *Ramón F. Gómez Marcos*
15 de marzo de 2024
MRF/gps/f

MORELL · CARTAGENA · DAPENA

JORGE ANTONIO MORALES CORDERO

Plaza 273 Suite 700
273 Ponce de León
San Juan, PR 00917-1934
787-723-1233; 787-729-1974
jorge.morales@mbcdlaw.com

CERTIFIED COPY OF DEED NUMBER TWENTY (20)

PURCHASE AND SALE

EXECUTED IN SAN JUAN, PUERTO RICO
ON MAY 10, 2024

BEFORE:

JORGE ANTONIO MORALES CORDERO

BY:

BAHIA BONITA, INC.

("SELLER")

AND

CABO ROJO LAND ACQUISITION LLC

("BUYER")

----------**DEED NUMBER TWENTY (20)** ----------

----------**PURCHASE AND SALE** ----------

---In San Juan, Puerto Rico, on this tenth (10th) day of May, two thousand twenty-four (2024) ----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with offices and residence in San Juan, Puerto Rico,----------

----------**APPEAR** ----------

---AS THE PARTY OF THE FIRST PART: **BAHIA BONITA, INC.** (hereinafter, "Seller"), a corporation organized, existing and in good standing under the laws of the Commonwealth of Puerto Rico, represented herein by PEMARIS GONZÁLEZ SUÁREZ, of legal age, single, property owner and resident of Cabo Rojo, Puerto Rico, whose authority to represent Seller in this Deed arises from a Certificate of Resolution executed by Illianedmaris Vega González, Assistant Secretary of Seller, on April four (4), two thousand twenty-four (2024), under Affidavit number four thousand six hundred sixteen (4,616) of Notary María del Rosario Pujol Thompson.----------

---I, the Notary, hereby certify that I have examined the aforesaid Certificate of Resolution of Seller and that it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law, to authorize Ms. González Suárez to appear herein on behalf of Seller.-------

---AS THE PARTY OF THE SECOND PART: **CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "Buyer"), a limited liability company organized, existing and in good standing under the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, GLADYS OMAYRA FONTÁNEZ REYES, who is of legal age, single, attorney at law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this Deed arises from a

JORGE A. MORALES CORDERO ABOGADO NOTARIO

Certificate of Resolution of Buyer signed by Eileen Sawyer, as Manager of Buyer, on May two (2), two thousand twenty-four (2024), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engines of the Department of State and the Office of Information Technology Services of the State of New York. I further certify that I have examined the aforesaid Certificate of Resolution of Buyer and that it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law, to authorize Ms. Fontánez-Reyes to appear herein on behalf of Buyer. ---I, the Notary, do hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily----------

----------**STATE AND AGREE**----------

---**FIRST:** Seller is the owner in fee simple title ("*pleno dominio*"), and has the possession of the two (2) parcels of land described in the Spanish language as follows (hereinafter, collectively referred to as the "Property"): ----------

----------**PARCEL ONE**----------

---*"RÚSTICA: Parcela marcada con el número treinta y cuatro (34) del Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida de cinco cuerdas (5.0000 cdas.) equivalentes a una (1) hectárea, noventa y seis (96) áreas, y sesenta (60) centiáreas. En lindes, por el NORTE, con las parcelas número veinte (20) y veintiuno (21) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela; por el SUR, con la parcela número treinta y cinco (35) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela; por el ESTE, con la parcela número ciento diez (110) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela; y por el OESTE, con las parcelas número veintidós (22) y veintitrés (23) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela."* ----------

---Parcel One is recorded at page 265 of volume 509 of Cabo Rojo,

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Section of San Germán of the Registry of Property of Puerto Rico (the "Registry"), Property Number 18,786. ----------

---The tax identification number ("*número de catastro*") assigned to Parcel One by the Municipal Revenues Collection Center ("CRIM") is 402-019-327-68-000. ----------

---Parcel One was acquired by Seller pursuant to Deed Number Fifty-Eight (58), executed in Mayagüez, Puerto Rico, on April six (6), two thousand four (2004) before Notary Luis Roberto Santos, recorded at the Registry at Page 127 of Volume 841 of Cabo Rojo, fourth (4th) inscription.

----------LIENS AND ENCUMBRANCES OF PARCEL ONE ----------

---By its origin, Parcel One is free of liens and encumbrances. ----------

---By itself, Parcel One is subject to: ----------

----(A) Restrictive Conditions constituted pursuant to Deed Number One Hundred Thirty-Three (133), executed in Mayagüez, Puerto Rico, on November twenty (20) two thousand three (2003), before Notary Luis Roberto Santos, recorded at page 127 of volume 841 of Cabo Rojo, third (3rd) inscription (hereinafter, the "Permitted Encumbrance"). ----------

----(B) Mortgage to guarantee a promissory note payable to the order of the bearer, in the principal sum of One Million Five Hundred Seventy-One Thousand Four Hundred Twenty-Eight Dollars and fifty-four cents ($1,571,428.54), of which One Hundred Forty-Two Thousand Eight Hundred Fifty-Seven Dollars and fourteen cents ($142,857.14) are allocated to Parcel One, with no interest, payable on demand, constituted under Deed Number Fifty-Nine (59) executed in Mayagüez, Puerto Rico, on April six (6) two thousand four (2004), before Notary Luis Roberto Santos, recorded at page 127 of volume 841 of Cabo Rojo, fifth (5th) inscription. ----------

---The foregoing mortgage has been cancelled, as to Parcel One, pursuant to Deed Number Twenty-Two (22), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol-Thompson on May ten

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(10), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ----------

----------**PARCEL TWO**----------

---"***RUSTICA***: *Parcela número cuarenta y siete (47) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas, y sesenta (60) centiáreas y en lindes por el NORTE, con la parcela número cuarenta y seis (46) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número veinte (20) y servidumbre de paso de diez (10) metros de ancho de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número cincuenta y ocho (58) y servidumbre de paso de diez (10) metros de ancho de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número nueve (9) y servidumbre de paso de diez (10) metros de ancho de los cuales cinco (5) pertenecen a esta parcela."* ----------

---Parcel Two is recorded at the Registry at page 19 of volume 510 of Cabo Rojo, Property Number 18,795. ----------

---The tax identification number ("*número de catastro*") assigned by the Municipal Revenues Collection Center ("CRIM") to the master parcel from which Parcel Two was segregated is 402-019-327-67-000. ----------

---Parcel Two was acquired by Seller pursuant to Deed Number Fifty-Eight (58), executed in Mayagüez, Puerto Rico, on April six (6), two thousand four (2004) before Notary Luis Roberto Santos, recorded at the Registry at Page 184 of Volume 841 of Cabo Rojo, fourth (4th) inscription.

----------LIENS AND ENCUMBRANCES OF PARCEL TWO ---------

---By its origin, Parcel Two is free of liens and encumbrances. ----------

---By itself, Parcel Two is subject to: ----------

----(A) The Permitted Encumbrance, constituted as stated above, recorded as to Parcel Two, at page 184 of volume 841 of Cabo Rojo, third (3rd) inscription. ----------

----(B) Mortgage to guarantee a promissory note payable to the order of the bearer, in the principal sum of One Million Five Hundred Seventy-One Thousand Four Hundred Twenty-Eight Dollars and fifty-four cents ($1,571,428.54), of which One Hundred Forty-Two Thousand Eight Hundred Fifty-Seven Dollars and fourteen cents ($142,857.14) are

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allocated to Parcel Two, with no interest, payable on demand, constituted under Deed Number Fifty-Nine (59) executed in Mayagüez, Puerto Rico, on April six (6) two thousand four (2004), before Notary Luis Roberto Santos, recorded at page 184 of volume 841 of Cabo Rojo, fifth (5th) inscription. ----------

---The foregoing mortgage has been cancelled, as to Parcel Two, pursuant to Deed Number Twenty-Two (22), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol-Thompson on May ten (10), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ----------

---**SECOND:** Seller granted to Buyer an option to purchase the Property, pursuant to an instrument titled *Contrato de Promesa Recíproca de Compraventa* executed on October two (2), two thousand twenty-three (2023) (the "Purchase Agreement"). ----------

----------**PURCHASE AND SALE** ----------

---**THIRD:** As contemplated in the Purchase Agreement, Seller hereby sells, conveys and transfers fee simple title ("*pleno dominio*") to the Property and the possession thereof to Buyer, and Buyer hereby purchases from Seller fee simple title to the Property and the possession thereof, in accordance with the following ----------

----------**TERMS AND CONDITIONS** ----------

-----One: The aggregate purchase price of the Property is the lump sum of **ONE MILLION SIX HUNDRED THOUSAND DOLLARS ($1,600,000)** (hereinafter, the "Purchase Price"), of which (i) the sum of EIGHT HUNDRED THOUSAND DOLLARS ($800,000) is allocated to Parcel One; and (ii) the sum of EIGHT HUNDRED THOUSAND DOLLARS ($800,000) is allocated to Parcel Two. ----------

-----Two: The Purchase Price has been paid by Buyer as follows: ---------

------(A) The sum of FORTY THOUSAND DOLLARS ($40,000) was paid by Buyer to Seller concurrently with the execution of the Purchase

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Agreement, which amount has been credited in its entirety to the Purchase Price on this date. ----------

------(B) Concurrently with the execution of this Deed, Buyer has delivered to Seller the sum of SEVEN HUNDRED THIRTY THOUSAND DOLLARS ($730,000), which amount has been credited in its entirety to the Purchase Price on this date. Said sum has been paid by Buyer to Seller by wire transfer or manager's check to the order of Seller and Seller hereby acknowledges receipt thereof in form and substance acceptable to Buyer. ----------

---After crediting the aforementioned sum to the Purchase Price, the balance of the Purchase Price is reduced to the sum of EIGHT HUNDRED THIRTY THOUSAND DOLLARS ($830,000) (hereinafter, the "Deferred Purchase Price"). ----------



------(C) The Deferred Purchase Price shall be evidenced by a mortgage note (hereinafter the "Mortgage Note") issued on this same date by Buyer in the principal sum of EIGHT HUNDRED THIRTY THOUSAND DOLLARS ($830,000), with interest per annum at the rate of five percent (5%), to be paid on a semi-annual basis, payable in two (2) installments of FOUR HUNDRED FIFTEEN THOUSAND DOLLARS ($415,000) each, the first maturing six (6) months after the execution of this Deed, and the second maturing one (1) year after the execution hereof. Said installments may be partially or totally paid in advance, at any time, without penalty, provided all partial payments in advance are applied first, to the interest then owed up to the date of the advanced payment, and the balance of the advanced payment after said interest, will be applied to the principal installment(s), in order of maturity.----------

---The Mortgage Note will be guaranteed by a first mortgage over the Property, in the principal sum of EIGHT HUNDRED THIRTY THOUSAND DOLLARS ($830,000), which will be constituted concurrently with the execution hereof. The mortgage lien will be

distributed among each of the parcels constituting the Property as follows: (i) Parcel One: Four Hundred Fifteen Thousand Dollars ($415,000); and -(ii) Parcel Two: Four Hundred Fifteen Thousand Dollars ($415,000). -----Three: This Deed entitles Buyer to the immediate possession of the Property, without any additional formality, document or request.----------Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of Seller and, thereafter, for the account of Buyer. ----------Five: Seller hereby delivers to Buyer fee simple title ("*pleno dominio*") to the Property, vacant and free and clear of liens, encumbrances or defects, subject only to the Permitted Encumbrance. ----Six: Buyer specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) Seller hereby sells and Buyer hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, vacant and free of liens and encumbrances, excepting the Permitted Encumbrance, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from Seller or any of Seller's agents employees, members, representatives, attorneys or brokers (each such party a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by Seller to Buyer. Buyer further acknowledges and agrees that Seller is under no duty to make any inquiry regarding any matter that may or may not be known to Seller or any Seller Affiliate. Upon execution of this Deed, Buyer shall assume the risk of adverse matters relating to adverse investigations, and Buyer, upon execution of this Deed, shall be deemed to have waived, relinquished and released Seller and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which Buyer



might have asserted or alleged or may assert or allege in the future against Seller or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution of this Deed.----------

-----Seven: Seller represents and warrants to Buyer that, to the best of Seller's knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances. ----------

-----Eight: The notarial fees, stamps on the original, stamps on the first certified copy and recording rights of this Deed in the Registry will be paid by Buyer. ----------

---**FOURTH**: This Deed will be interpreted in accordance with the laws of Puerto Rico and governed by them. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of the Commonwealth of Puerto Rico in the event of any litigation pursuant to this Deed. ----------

---**FIFTH**: All notices to the parties pursuant to this Deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

----TO SELLER: ----------

------Physical:----------

------1 Calle Guajanas ----------
------Urbanización Villa Georgetti ----------
------Barceloneta, PR 00617 ----------

------Postal:----------

------PO Box 981 Barceloneta, PR 00617 ----------
------Attention: Illianedmaris Vega----------
------Electronic Mail: illianedmaris.vega@upr.edu ----------

----TO BUYER:

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------Cabo Rojo Land Acquisition LLC ----------
------Edificio Ochoa ----------
------500 Calle de la Tanca, Suite 514 ----------
------San Juan, PR 00901----------
------Attention: Eileen Sawyer ----------

----With a copy to: ----------

------250 Avenida Muñoz Rivera, Suite 440 ----------
------San Juan, PR 00918----------
------Attention: Roberto Ruiz ----------
------Electronic Mail: roberto.ruiz@ccgc.com.do ----------

---**SIXTH**: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

---**SEVENTH**: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the rest of this Deed will continue in full force and effect. -

---**EIGHTH**: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver whichever documents or instruments, public or private, necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any rectification deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of Buyer, except that each party shall bear the fees of their respective counsel. ------

---**NINTH**: The Notary advises Buyer as to the importance of filing the corresponding Change of Ownership Application at the CRIM, and to obtain before the execution of this Deed, a certification indicating whether the Property owes any sums related to property taxes. Under applicable law, Buyer is responsible for filing at the CRIM the corresponding application for Change of Ownership within thirty (30) days from the execution hereof. Buyer hereby declares that it is fully aware of the above-mentioned obligations and releases the authorizing Notary from this

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responsibility.----------

----------**RATIFICATION AND WARNINGS**----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ---------

-----(A) the meaning and legal effects of the execution of this Deed;-------

-----(B) the fact that this Deed was prepared in reliance to title abstracts prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions in such title abstracts. Said title abstracts were prepared by Capital Title Services Inc. and are dated April seventeen (17), two thousand twenty-four (2024); ----------

-----(C) that after the date of such title abstract and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry as of the date of the title abstract; ----------

-----(D) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification;----------

-----(E) of the right of the Buyer to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights; ----------

-----(F) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation,

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the provisions contained in 23 L.P.R.A. §225, et. seq.; ----------

-----(G) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property;----------

-----(H) of the importance of recording a copy of this deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this deed is not recorded at the Registry; ----------

-----(I) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property; ----------

-----(J) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations; ----------

-----(K) that the undersigned Notary has the obligation to file an Informative Return before the Puerto Rico Treasury Department ("Planilla Informativa Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles") and the consequences to the Seller of such filing;-----

-----(L) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 et seq., is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Sellers, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions

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of the aforementioned federal statute. Copies of these documents must be retained by Seller and his agent, if any, for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed; and----------

-----(M) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by affixing their initials on each page they attest as to their reading, understanding and acceptance of its contents. ----------

----------**READING, ACCEPTANCE AND EXECUTION** ---------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their initials on each page thereof. ----------

---As to everything stated or contained in this instrument, I the Notary, hereby **ATTEST**. ----------

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---Signed, sealed, marked and flourished by the authorizing Notary, Jorge Antonio Morales Cordero. ----------

---Therein also appear the signature of the appearing parties and their initials on the margin of each page. The corresponding internal revenue stamps, legal assistant stamps and the notarial tax stamp are adhered thereon. ----------

---I, the Notary, CERTIFY that the foregoing is a true and exact copy of Deed Number Twenty (20), which contains twelve (12) pages (*folios*), the original of which forms part of my protocol of public instruments for the year two thousand twenty-four (2024). ----------

---IN WITNESS WHEREOF, and to deliver to Cabo Rojo Land Acquisition LLC, I issue the first certified copy, which I sign, seal, mark and flourish in San Juan, Puerto Rico, on May ten (10), two thousand twenty-four (2024). ----------

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

NOTARY







DEPARTAMENTO *de* JUSTICIA
ESTADO LIBRE ASOCIADO DE PUERTO RICO

CERTIFICACIÓN DEL NOTARIO QUE PRESENTA DOCUMENTO EN EL REGISTRO DE LA PROPIEDAD INMOBILIARIA DE PUERTO RICO POR LA VÍA TELEMÁTICA

CERTIFICO: Que la copia en formato PDF de la Escritura Núm. Veinte (20) sobre "Purchase and Sale", autorizada por mí en San Juan el diez (10) de mayo de dos mil veinticuatro (2024), que estoy presentando en esta fecha en el Registro de la Propiedad, es una copia fiel y exacta de la copia certificada de dicha escritura.

En San Juan, Puerto Rico, hoy catorce (14) de mayo de dos mil veinticuatro (2024).

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

Notario

MORELL • CARTAGENA • DAPENA

JORGE ANTONIO MORALES CORDERO

Plaza 273 Suite 700
273 Ponce de León
San Juan, PR 00917-1934
787-723-1233; 787-729-1974
jorge.morales@mbcdlaw.com

CERTIFIED COPY OF DEED NUMBER TWO (2)

PURCHASE AND SALE

EXECUTED IN SAN JUAN, PUERTO RICO
ON MARCH 24, 2023

BEFORE:

JORGE ANTONIO MORALES CORDERO

BY:

BOQUERÓN WARD, LLC
(SELLER);

CABO ROJO LAND ACQUISITION LLC
(BUYER);

JOSÉ ENRIQUE PÉREZ CRUZ
(BUYER'S BROKER);

AND

EUGENIO SUÁREZ RIVERA
(SELLER'S BROKER)

----------**DEED NUMBER TWO (2)** ----------

----------**PURCHASE AND SALE**----------

---In the Municipality of San Juan, Commonwealth of Puerto Rico, on this twenty-fourth (24th) day of March, two thousand twenty-three (2023). ---

---------- **BEFORE ME**----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with offices and residence in San Juan, Puerto Rico. ----------

---------- **APPEAR** ----------

---**AS THE PARTY OF THE FIRST PART: BOQUERÓN WARD, LLC** (hereinafter referred to as "SELLER"), a limited liability company organized, existing and in good standing in accordance with the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, José A. Díaz-Brugueras, of legal age, single, attorney and resident of San Juan, Puerto Rico, and whose authority to represent SELLER in this public deed arises from that certain Certificate of Resolutions of Boquerón Ward, LLC, executed by Eldad Israel, in his capacity as Secretary of Boquerón Ward, LLC, on March twenty-one (21) two thousand twenty-three (2023), in Palm Beach, Florida, before Notary Public James Jean Charles. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of Notary Public James Jean Charles through the search engine of the Department of State of the State of Florida. I further certify that I have examined the original of the aforesaid Certificate of Resolutions of Boquerón Ward, LLC, and that, in my opinion, it is adequate and sufficient, and complies with all legal requirements needed to authorize Mr. Díaz-Brugueras to appear herein on behalf of SELLER. ----------

---**AS THE PARTY OF THE SECOND PART: CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "BUYER"), a limited liability company organized, existing and in good standing in accordance with the laws of the State of Delaware, United States of America,

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represented herein by its Authorized Representative, Gladys Omayra Fontánez Reyes, who is of legal age, single, attorney at law and resident of San Juan, Puerto Rico, and whose authority to represent BUYER in this public deed arises from the Certificate of Resolution of BUYER, signed by Eileen Sawyer, as Manager of BUYER, on March eleven (11), two thousand twenty three (2023), in New York, New York, before Notary Public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of Notary Public Eric Orenstein through the search engine of the Department of State of the State of New York. I further certify that I have examined the original of the aforesaid Certificate of Resolution of Cabo Rojo Land Acquisition LLC, and that, in my opinion, it is adequate and sufficient, and complies with all legal requirements needed to authorize Ms. Fontánez Reyes to appear herein on behalf of BUYER. ----------



---**AS THE PARTY OF THE THIRD PART: JOSÉ ENRIQUE PÉREZ CRUZ,** also known as José E. Pérez (hereinafter referred to as "BUYER's BROKER"), who is of legal age, married, real estate broker and resident of Bayamón, Puerto Rico; and----------

---**AS THE PARTY OF THE FOURTH PART: EUGENIO SUÁREZ RIVERA** (hereinafter referred to as "SELLER's BROKER"), who is of legal age, single, real estate broker and resident of Cabo Rojo, Puerto Rico.----------

---I, the Notary, do hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgement they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily, ----------

----------**STATE AND AGREE** ----------

---**FIRST:** SELLER is the sole owner of fee simple title ("*pleno dominio*") and has the possession of the parcel of land described in the Spanish language, in the San Germán Section of the Registry of the

Property of Puerto Rico (the "Registry") as follows, hereinafter referred to as the "Property":----------

---**"RUSTICA:** Parcela marcada con el número setenta y cuatro (74), radicada en el Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida de quince mil quinientos cincuenta y cinco punto mil novecientos cincuenta y tres (15,555.1953) metros cuadrados. En linderos: por el NORTE, en tres (3) alineaciones de cinco punto ochocientos setenta y cuatro (5.874) metros, veintisiete punto setecientos diecisiete (27.717) metros y treinta y dos punto novecientos sesenta (32.960) metros, con área de uso público a dedicarse a zona marítimo terrestre y en treinta y cuatro punto novecientos setenta y dos (34.972) metros, con el solar marcado número uno (1) en el plano de inscripción; por el SUR, en dos (2) alineaciones de cincuenta punto seiscientos ochenta y cuatro (50.684) metros y cincuenta punto seiscientos noventa (50.690) metros con terrenos de otros dueños; por el ESTE, en dos (2) alineaciones de setenta y siete punto quinientos treinta y siete (77.537) metros y ciento dieciséis punto cuatrocientos noventa y nueve (116.499) metros, con la parcela número setenta y cinco (75), propiedad de Quinino Merino Pedroso; y por el OESTE, en una (1) alineación de setenta y siete punto quinientos treinta y siete (77.537) metros, con parcela número cuarenta y dos (42) de Enrique Carlo Aymat y en ciento catorce punto ciento veintinueve (114.129) metros, con el solar marcado número uno (1) en el plano de inscripción."----------

---The Property is identified in the Registry as property number 31,178, recorded at page 151 of volume 916 of Cabo Rojo, Section of San Germán of the Registry.----------

---The Property was acquired by SELLER through deed number seven (7), executed in San Juan, Puerto Rico, on March three (3), two thousand six (2006), before notary public Jaime R. Berríos, recorded at the overleaf of page 151 of volume 916 of Cabo Rojo, Section of San Germán of the Registry, third (3rd) inscription. ----------

---The real property tax identification numbers ("números de catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to the Property are:----------

-----(i) Four hundred two dash zero zero seven dash three hundred twenty-seven dash zero two dash zero zero zero (402-007-327-02-000);----------

-----(ii) Four hundred two dash zero zero seven dash three hundred twenty-seven dash zero three dash zero zero zero (402-007-327-03-000);

-----(iii) Four hundred two dash zero zero seven dash three hundred twenty-seven dash zero four dash zero zero zero (402-007-327-04-000); and----------

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-----(iv) Four hundred two dash zero zero seven dash three hundred twenty-seven dash zero five dash zero zero zero (402-007-327-05-000);

---By itself, the Property is free and clear of liens and encumbrances. By its origin, the Property is subject to the following liens and encumbrances, which shall be considered permitted encumbrances for purposes of this public deed: ----------

-----A. Restrictive covenants of edification and use. ----------

-----B. Three (3) right of way easements. ----------

---**SECOND:** On February three (3), two thousand twenty-three (2023), SELLER granted to BUYER's affiliate, PR INVESTCO LLC ("PR Investco"), an option to purchase the Property, pursuant to an Option Agreement (the "Option Agreement") executed on said date. The parties hereto acknowledge and agree that PR Investco has assigned to BUYER all of its rights and obligations under the Option Agreement, and that BUYER is the permitted assignee and successor of PR Investco thereunder.----------



----------**PURCHASE AND SALE** ----------

---**THIRD:** In accordance with the Option Agreement, SELLER hereby sells, conveys and transfers fee simple title ("*pleno dominio*") to the Property and the possession thereof to BUYER, and BUYER hereby purchases from SELLER fee simple title ("*pleno dominio*") to the Property and the possession thereof, in accordance with the following---

----------**TERMS AND CONDITIONS**----------

-----**One:** The purchase price of the Property is the lump sum of ONE MILLION FIVE HUNDRED THOUSAND DOLLARS ($1,500,000.00) (hereinafter the "Purchase Price"). The Purchase Price is not subject or conditioned to an appraisal report, and the SELLER shall have no obligation to adjust or reduce the Purchase Price as a result of any appraisal report(s) obtained by BUYER or anybody else.----------

-----**Two:** The Purchase Price is payable as follows:----------

----------A. The sum of ONE HUNDRED FIFTY THOUSAND

DOLLARS ($150,000.00) was paid by BUYER to SELLER's BROKER simultaneously with the execution of the Option Agreement, and has been paid by SELLER's BROKER to SELLER simultaneously with the execution of this public deed. SELLER hereby acknowledges receipt of said sum in form and substance acceptable to SELLER. ----------

----------B. The sum of ONE MILLION THREE HUNDRED FIFTY THOUSAND DOLLARS ($1,350,000.00) has been paid by BUYER to SELLER simultaneously with the execution of this public deed, and SELLER hereby acknowledges receipt thereof in form and substance acceptable to BUYER.----------

---**Three:** This public deed entitles BUYER to the immediate possession of the Property, without any additional formality, document or request. -

---**Four:** All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of SELLER and, thereafter, those corresponding exclusively to any period after this date, are for the account of BUYER. ----------

---**Five:** SELLER hereby delivers to BUYER fee simple title ("pleno dominio") to the Property, vacant, and free and clear of liens, encumbrances or defects, "as is, where is", subject only to the restrictive covenants and rights of way mentioned in paragraph FIRST of this public deed. ----------

---**Six:** BUYER specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) SELLER hereby sells and BUYER hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) BUYER is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from SELLER or any of SELLER's agents employees, members, representatives, attorneys or brokers (each such party a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the

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Property provided by SELLER to BUYER (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof (including, without limitation, structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities, electrical, mechanical HVAC, plumbing, sewage, and utility systems, facilities, and appliances, soils, geology, and groundwater); (b) the dimensions, area, and lot size of the Property and the square footage of the buildings or improvements located thereon, if any, or of any tenant space therein; (c) the development or income potential, or rights of or relating to, the Property or the Property's use, habitability, merchantability, or fitness, or the suitability, value, or adequacy of the Property for any particular purpose, (d) the zoning of the Property or any other public or private restrictions on the use of the Property unknown to SELLER, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of Buyer or any other person to obtain any necessary governmental approvals, licenses, or permits for BUYER's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters regarding the operation of the Property. BUYER expressly acknowledges and agrees that BUYER is not relying on any representation or warranty of SELLER or any Seller Affiliate, whether implied, presumed or expressly provided at law or otherwise, arising by virtue of any statute, common law, or other legally binding right or remedy in favor of BUYER. BUYER further acknowledges and agrees that SELLER is under no duty to make any

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inquiry regarding any matter that may or may not be known to SELLER or any Seller Affiliate. Upon execution of this public deed, BUYER shall assume the risk of adverse matters relating to adverse investigations, and BUYER, upon execution of this public deed, shall be deemed to have waived, relinquished and released SELLER and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), unknown to SELLER, which BUYER might have asserted or alleged or may assert or allege in the future against SELLER or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution this public deed.----------



---**Seven:** The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of this public deed will be paid by BUYER.----------

---**Eight:** This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of the Commonwealth of Puerto Rico in the event of any litigation pursuant to this public deed. ----------

---**Nine:** All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties: ----------

----------TO SELLER: ----------
----------BOQUERÓN WARD, LLC ----------
----------619 Fort Lauderdale Beach Boulevard----------
----------Fort Lauderdale, Florida 33304 ----------
----------Electronic Mail: eddie.israel@gmail.com ----------
----------with a copy to: ----------
----------FERRAIUOLI LLC----------
----------PO Box 195168----------
----------San Juan, Puerto Rico 00919-5168 ----------
----------Att: Josean Díaz Brugueras ----------
----------Electronic Mail: jdiaz@ferraiuoli.com ----------

----------TO BUYER: ----------
----------CABO ROJO LAND ACQUISITION LLC ----------

----------733 Third Avenue----------
----------New York, NY 10017----------
----------Attention: Eileen Sawyer----------
----------Electronic Mail: roberto.ruiz@ccgc.com.do----------
---
----------TO BUYER's BROKER:----------
----------Calle Cádiz 1218----------
----------Puerto Nuevo----------
----------San Juan, PR 00920----------
----------Attention: José Enrique Pérez Cruz----------
----------Electronic Mail: passportre@gmail.com----------

----------TO SELLER's BROKER:----------
----------PO Box 971----------
----------Cabo Rojo, Puerto Rico 00622----------
----------Attention: Eugenio Suárez Rivera----------
----------Electronic Mail: eugeniosuarezpr@gmail.com----------

---**Ten:** SELLER represents and warrants to BUYER that, to the best of SELLER's knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances. EXCEPT FOR THE FOREGOING REPRESENTATION, BUYER ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER BY SELLER OR ANY AGENT, OFFICER, EMPLOYEE OR REPRESENTATIVE THEREOF REGARDING THE PROPERTY. BUYER HEREBY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS SALE IS MADE WITHOUT REPRESENTATION, COVENANT OR WARRANTY OF ANY KIND (WHETHER EXPRESS, IMPLIED OR STATUTORY) BY SELLER.----------

---**Eleven:** The appearing parties acknowledge that the BUYER's BROKER, mister José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy-eight (10,478), alone or in association with other broker(s), has acted as real estate broker representing BUYER in the transaction which is the subject of this purchase and sale deed. The fees to Mr. Pérez Cruz and his associate(s), if any, for said service are the responsibility of BUYER and have been paid by BUYER to BUYER's BROKER simultaneously with the

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execution of this public deed. Said fees amount to SEVENTY-FIVE THOUSAND DOLLARS ($75,000.00), equivalent to five per cent (5%) of the Purchase Price of the Property, and BUYER's BROKER hereby acknowledges receipt thereof in form and substance acceptable to BUYER's BROKER. ----------

---**Twelve:** The appearing parties acknowledge that the SELLER's BROKER, mister Eugenio Suárez Rivera, real estate broker with Puerto Rico license number ten thousand four hundred seventy-eight (10,478), alone or in association with other broker(s), has acted as real estate broker representing SELLER in the transaction which is the subject of this purchase-sale deed. The fees to mister Eugenio Suárez Rivera and his associate(s), if any, for said services are the responsibility of SELLER and have been paid by SELLER to SELLER's BROKER simultaneously with the execution of this public deed. Said fees amount to SEVENTY-FIVE THOUSAND DOLLARS ($75,000.00), equivalent to five per cent (5%) of the purchase-sale price of the Property, and SELLER's BROKER hereby acknowledges receipt thereof in form and substance acceptable to SELLER's BROKER. ----------



---**Thirteen:** The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed. ----------

---**Fourteen:** In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgement or judicial order, then and in that event, the rest of this public deed will continue in full force and effect. ----------

---**Fifteen:** The parties hereto agree and oblige themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver whatever documents or instruments, public or private, which may be necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the

Registry, including, without limitation, any Rectification Deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of BUYER, except that each party shall bear the fees of their respective counsel. ----------

---**FOURTH:** The Notary advises BUYER as to the importance of filing the corresponding Property Tax Exemption and/or Change of Ownership Applications in the Municipal Revenue Collection Center (CRIM), and to obtain before the execution of this Deed, a Certification indicating whether the Property owes any sums related to property taxes. According to the Law, BUYER is responsible for filing at the Municipal Revenue Collection Center (CRIM) within the next thirty (30) days the corresponding application for Property Tax Exemption and /or Change of Ownership. The BUYER hereby declares that it is fully aware of the above-mentioned obligations and releases the subscribing Notary from this responsibility. ----------



----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed as drafted, to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ----------

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing notary public, and therefore, the parties agree to release the notary public from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstract was prepared by Capital Title Services Inc., and dated March sixteen (16), two thousand twenty-three (2023); ----------

-----(c) that subsequent to the date of such title abstract and before the

presentation for recording of this Deed, other documents may be presented or recorded in the Registry of the Property of Puerto Rico that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry of the Property of Puerto Rico as of the date of the title abstract. ----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry of the Property of Puerto Rico, or direct corroboration by examining the books of the Registry of the Property of Puerto Rico, and that the negative certification of the Registry of the Property of Puerto Rico does not exclude the possibility of liens recorded after the date of the certification; ----------

-----(e) the right of the BUYER to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.;----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property; ----------

-----(h) of the importance of recording a copy of this Deed in the Registry of the Property of Puerto Rico, the costs relating thereto and of the consequences that would result if a certified copy of this Deed is not recorded in the Registry of the Property of Puerto Rico; ----------

-----(i) of the desirability of performing a search of the records of the Municipal Revenue Collection Center (CRIM) to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute

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a senior, preferred statutory lien on the Property; ----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations; ----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its content.----------

-----(l) of the need and consequences to the SELLER of filing the "*Planillas Informativas Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles*" with the Puerto Rico Treasury Department; and ------

-----(m) that they have received the orientation required by the Federal Law for the reduction of risks provoked by lead based paints in residential dwellings ("Residencial Lead-Paint Hazard Reduction Act", 42 U.S.C. §§ 4851 et seq.). In addition, it has been complied with the Disclosure Rule required by the Housing and Urban Development Department of the United States of America (HUD) and the Environmental Protection Agency (EPA) about the reach of these warnings in case there exists a structure in the Property, leaving the authorizing notary public free of any responsibility to this effect. ----------

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----------**READING, ACCEPTANCE AND EXECUTION**---------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed as drafted, to their entire satisfaction, having I, the Notary Public, made to the appearing parties the necessary legal warnings concerning its execution. I, the Notary, hereby certify that this Deed was read by the persons appearing herein; that I advised them of their right to have witnesses present at the execution hereof, which right they have waived; that they acknowledge that they understand the contents of this Deed and the legal effects thereof; and that thereupon they signed this Deed before me and affixed their initials to each and every page hereof. ----------

---

---As to everything else contained in this public instrument, I the Notary,

ATTEST AND GIVE FAITH. ----------

---Signed, sealed, marked and flourished by the authorizing Notary, Jorge Antonio Morales Cordero.----------

---Therein also appear the signature of the appearing parties and their initials on the margin of each page. The corresponding internal revenue stamps, legal assistant stamps and the notarial tax stamp are adhered thereon. ------

---I, the Notary, CERTIFY that the foregoing is a true and exact copy of Deed Number Two (2), which contains thirteen (13) pages (folios), the original of which forms part of my protocol of public instruments for the year two thousand twenty-three (2023).----------

---IN WITNESS WHEREOF, and to deliver to Cabo Rojo Land Acquisition LLC, I issue the first certified copy, which I sign, seal, mark and flourish in San Juan, Puerto Rico, on March twenty-four (24), two thousand twenty-three (2023). ----------

Notary Public

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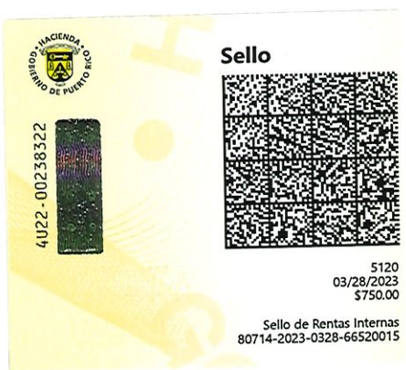



DEPARTAMENTO *de* JUSTICIA
ESTADO LIBRE ASOCIADO DE PUERTO RICO

CERTIFICACIÓN DEL NOTARIO QUE PRESENTA DOCUMENTO EN EL REGISTRO DE LA PROPIEDAD INMOBILIARIA DE PUERTO RICO POR LA VÍA TELEMÁTICA

CERTIFICO: Que la copia en formato PDF de la Escritura Núm. Dos (2) sobre "Purchase and Sale", autorizada por mí en San Juan, Puerto Rico, el veinticuatro (24) de marzo de dos mil veintitrés (2023), que se está presentando en esta fecha en el Registro de la Propiedad, es una copia fiel y exacta de la copia certificada de dicha escritura.

En San Juan, Puerto Rico, hoy veintiocho (28) de marzo de dos mil veintitrés (2023).

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Notario

---I HEREBY CERTIFY, that the first certified copy of the present deed was issued in favor of Buyer, at the same date and place of the execution thereof. I ATTEST. ----------

NOTARY

----------**DEED NUMBER FORTY-THREE (43)** ----------

----------**PURCHASE AND SALE** ----------

---In San Juan, Puerto Rico, on December nineteen (19), two thousand twenty-three (2023). ----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with residence and offices in San Juan, Puerto Rico.----------

----------**APPEAR**----------

---AS THE PARTY OF THE FIRST PART: **BRIAN LEE KING APPLEGATE**, of legal age, single, property owner and resident of Jacksonville, Florida, United States of America (hereinafter, "Seller") ---

---AS THE PARTY OF THE THIRD PART: **CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "Buyer"), a limited liability company organized, existing and in good standing under the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, GLADYS OMAYRA FONTÁNEZ REYES, who is of legal age, single, attorney at law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this Deed arises from a Certificate of Resolution of Buyer signed by Eileen Sawyer, as Manager of Buyer, on December fifteen (15), two thousand twenty-three (2023), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engines of the Department of State and the Office of Information Technology Services of the State of New York. I further certify that I have examined the aforesaid Certificate of Resolution of Buyer and that it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law, to authorize Ms. Fontánez Reyes to appear herein on behalf of Buyer. ----------

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---I hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective age, civil status, occupation and residence. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily,----------

----------**STATE AND AGREE**----------

---**FIRST:** Seller is the sole owner in fee simple title ("*pleno dominio*") and has the possession of the parcel of land described in the Spanish language as follows (hereinafter, the "Property"):----------

---"**RÚSTICA:** Parcela número ochenta y cinco (85) radicada en el Barrio Boquer6n, del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas y en lindes: por el **NORTE,** con las parcelas número sesenta y seis (66), número sesenta y siete (67) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el **SUR,** con terrenos del Señor José Fas; por el **ESTE,** con la parcela número ochenta y seis (86) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el **OESTE,** con la parcela número ochenta y cuatro (84) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela." ----------

---The Property is recorded at page 199 of volume 508 of Cabo Rojo, property number 18,725, Section of San Germán of the Registry of Property of Puerto Rico (the "Registry"). ----------

---The tax identification number ("*número de catastro*") assigned to the Master Property by the Municipal Revenues Collection Center ("CRIM") is 402-000-004-69-000.----------

----------**LIENS AND ENCUMBRANCES** ----------

---By its origin, the Property is free of liens and encumbrances. ----------

---By itself, the Property is subject to:----------

----(A) Restrictive covenants of edification and use for a term of twenty (20) years, constituted pursuant to Deed Number Five (5), executed in Mayagüez, Puerto Rico, on February eight (8), nineteen ninety-one (1991) before Notary Juan Agustín Rivero, rectified by Deed Number

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Sixteen (16), executed in Mayagüez, Puerto Rico, on May twenty-two (22), nineteen ninety-one (1991) before the aforementioned Notary, recorded at the margin of page 200 of volume 508 of Cabo Rojo, third (3rd) inscription. ----------

---**SECOND:** On December twenty (20), two thousand twenty-two (2022), Seller granted to Buyer's affiliate, PR Investco LLC ("PR Investco"), an option to purchase the Property, pursuant to Deed Number Thirty-Three (33), of Option to Purchase Real Estate, executed in San Juan, Puerto Rico, before Notary María del Rosario Pujol Thompson (hereinafter, the "Deed of Option"). The parties hereto acknowledge and agree that PR Investco has assigned to Buyer all of its rights and obligations under the Deed of Option, and that Buyer is the permitted assignee and successor of PR Investco thereunder. ----------

----------**PURCHASE AND SALE**----------

---**THIRD:** In accordance with the Deed of Option, Seller hereby sells, conveys and transfers fee simple title ("*pleno dominio*") to the Property and the possession thereof to Buyer, and Buyer hereby purchases from Seller fee simple title ("*pleno dominio*") to the Property and the possession thereof, in accordance with the following ----------

----------**TERMS AND CONDITIONS**----------

-----One: The purchase price of the Property is the lump sum of **SIX HUNDRED THIRTY THOUSAND DOLLARS ($630,000)** (hereinafter the "Purchase Price"). ----------

-----Two: The Purchase Price is payable as follows: ----------

------(A) The sum of THIRTY-ONE THOUSAND FIVE HUNDRED DOLLARS ($31,500) was paid by Buyer to Seller simultaneously with the execution of the Deed of Option, which amount has been credited in its entirety to the Purchase Price. ----------

------(B) Concurrently with the execution of this Deed, Buyer has delivered to Seller the sum of FIVE HUNDRED NINETY-EIGHT

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THOUSAND FIVE HUNDRED DOLLARS ($598,500). Said sum has been paid by Buyer to Seller by certified or manager's check to the order of Seller and Seller hereby acknowledges receipt thereof in form and substance acceptable to Buyer. ----------

-----Three: Buyer shall be entitled to the immediate possession of the Property, without any additional formality, document or request. ---------

-----Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of Seller and, thereafter, for the account of Buyer.----------

-----Five: Seller hereby delivers to Buyer fee simple title to the Property, vacant, and free and clear of all liens, encumbrances or defects. ----------

-----Six: Buyer specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) Seller hereby sells and Buyer hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from Seller or any of Seller's agents, employees, members, representatives, attorneys or brokers (each such party, a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by Seller to Buyer (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof, its facilities, soils, geology, and groundwater; (b) the dimensions, area, and size of the Property; (c) the development or income potential, or rights of or relating to the Property or the adequacy of the Property for any particular purpose, (d) the zoning or other legal status of the Property or any other public or private restrictions on the use of

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the Property, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of Buyer or any other person to obtain any necessary governmental approvals, licenses, or permits for Buyer's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters regarding the operation of the Property. Buyer further acknowledges and agrees that Seller is under no duty to make any inquiry regarding any matter that may or may not be known to Seller or any Seller Affiliate. Upon execution of this public deed, Buyer shall assume the risk of adverse matters relating to adverse investigations, and Buyer, upon execution of this public deed, shall be deemed to have waived, relinquished and released Seller and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which Buyer might have asserted or alleged or may assert or allege in the future against Seller or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution of this deed. ----------

-----Seven: Seller represents and warrants to Buyer that, to the best of Seller's knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that, to the best of Seller's knowledge, the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----Eight: The notarial fees, stamps on the original, stamps on the first

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certified copy, filing and recording rights of this Deed at the Registry will be paid by Buyer.----------

-----Nine: This Deed will be interpreted and governed in accordance with the laws of the Commonwealth of Puerto Rico. The appearing parties submit themselves to the exclusive jurisdiction of the Court of First Instance of the Commonwealth of Puerto Rico in the event of any litigation arising out of this Deed.----------

-----Ten: All notices to the parties pursuant to this Deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

----TO SELLER:----------

------BRIAN LEE KING APPLEGATE ----------
------10657 Plum Hollow Dr. ----------
------Jacksonville, FL 32222-1360 ----------
------Electronic Mail: kingtime4u@gmail.com----------

----TO BUYER:----------

------CABO ROJO LAND ACQUISITION LLC----------
------733 Third Avenue ----------
------New York, NY 10017----------
------Attention: Eileen Sawyer ----------
------Electronic Mail: roberto.ruiz@ccgc.com.do----------

-----Eleven: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

-----Twelve: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the remaining provisions of this Deed will continue in full force and effect.----------

-----Thirteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver such documents or instruments, public or private, which may be necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly

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recorded in the Registry, including, without limitation, any correction deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of Buyer, except that each party shall bear the fees of their respective counsel.----------

---**FOURTH:** Non-Resident Withholding. The authorizing Notary advises the parties that Section 1062.08 (g) of the Puerto Rico Internal Revenue Code of 2011, as amended (the "Tax Code"), 13 L.P.R.A. § 30278, requires the buyer of real property to withhold an amount equivalent to fifteen percent (15%) of the purchase price, to any United States citizen not residing in Puerto Rico during the tax year on which the sale transaction is consummated. For purposes of the relevant provisions of the Tax Code, "purchase price" means the total payment(s) made by the buyer under the purchase deed, reduced by: ----------

-----(a) the price for which seller acquired the property, as reflected in the corresponding public deed or private acquisition instrument. ----------

-----(b) the notarial tariff, internal revenue stamps and recordation fees paid by seller in connection with the cancellation of mortgages over the property; and ----------

-----(c) the commission paid by seller to the real estate agent in connection with the sale of the property.----------

---The Tax Code does not allow for any deduction in addition to the above items. Buyer is hereby advised by the Notary that if the non-resident withholding is not made as required by the Tax Code, Buyer will be liable before the Secretary of the Treasury for the payment of all amounts that should have been withheld. ----------

---**FIFTH**: The Notary advises Buyer as to the importance of filing the corresponding property change of ownership application before the CRIM, and to obtain, prior to the execution of this deed, a certification indicating whether any sums related to property taxes are owed by Seller.

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Pursuant to applicable law, Buyer is responsible for filing at the CRIM the corresponding application for property tax exemption and /or change of ownership, within thirty (30) days from the date of execution hereof. Buyer hereby declares that it is fully aware of the aforementioned obligations and releases the undersigned Notary from this responsibility.

----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ---

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstract was prepared by Capital Title Services Inc. and is dated December eighteen (18), two thousand twenty-three (2023); ----------

-----(c) that after the date of such title abstract and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry as of the date of the title abstract.----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification; ----------

-----(e) of the right of the Buyer to obtain a title insurance policy that

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guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.;----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property;----------

-----(h) of the importance of recording a copy of this deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this deed is not recorded at the Registry;----------

-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property;----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations;----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its contents.----------

-----(l) of the need and consequences to the Seller of filing the *Planilla Informativa Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles* with the Puerto Rico Treasury Department; and----------

-----(m) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et seq.*, is of application. The foregoing statute, and the regulations

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promulgated thereunder, impose on the Seller, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the Seller and their agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed.----------

----------**READING, ACCEPTANCE AND EXECUTION** ----------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their initials on each page thereof.----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

JORGE A. MORALES CORDERO
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---I HEREBY CERTIFY, that the first certified copy of the present deed was issued in favor of Buyer, at the same date and place of the execution thereof. I ATTEST. ----------

NOTARY

----------**DEED NUMBER THIRTY-ONE (31)** ----------

----------**PURCHASE AND SALE** ----------

---In San Juan, Puerto Rico, on September twenty-nine (29), two thousand twenty-three (2023).----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with residence and offices in San Juan, Puerto Rico.----------

----------**APPEAR**----------

---**AS PARTY OF THE FIRST PART: CAPSTONE DEVELOPMENT CORP.** (hereinafter, "Seller"), a corporation organized, existing and in good standing under the laws of the Commonwealth of Puerto Rico, represented herein by its authorized officer SONIA MARÍA MONROIG GARCÍA, of legal age, single, business executive and resident of San Juan, whose authority to represent Seller in this Deed arises from a Certificate of Corporate Resolution of Seller, executed in Humacao, Puerto Rico on September twenty-five (25), two thousand twenty-three (2023), under affidavit eight thousand five hundred nineteen (8,519) of Notary Maximino Maldonado Medina. I hereby certify that I have examined the aforesaid Certificate of Resolution and that it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law, to authorize Mrs. Monroig to appear herein on behalf of Seller. ----------

---**AS THE PARTY OF THE SECOND PART: CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, GLADYS OMAYRA FONTÁNEZ REYES, who is of legal age, single, attorney at law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this Deed arises from a Certificate of Resolution of Buyer signed by Eileen Sawyer, as

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Manager of Buyer, on September twenty-one (21), two thousand twenty-three (2023), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engines of the Department of State and the Office of Information Technology Services of the State of New York. I further certify that I have examined the aforesaid Certificate of Resolution of Buyer and that it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law, to authorize Ms. Fontánez Reyes to appear herein on behalf of Buyer.----------

---I hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective age, civil status, occupation and residence. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily,----------

----------**STATE AND AGREE**----------

---**FIRST:** Seller is the sole owner in fee simple title ("*pleno dominio*") and have the possession of the parcels of land described in the Spanish language as follows (hereinafter, sometimes jointly referred to as, the "Property"):----------

----------PROPERTY A----------

---"***RUSTICA:*** *Parcela número sesenta y ocho (68), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de veinte mil setecientos catorce punto nueve mil trescientos quince (20,714.9315) metros cuadrados, equivalentes a cinco punto dos mil setecientos cuatro (5.2704) cuerdas. En lindes: por el NORTE, con camino a dedicarse a uso público y la parcela número setenta y uno (71); por el SUR, con la parcela número ochenta y cuatro (84); por el ESTE, con las parcelas número setenta y uno (71), setenta y tres (73) y sesenta y cinco (65); y por el OESTE, con camino a dedicarse a uso público.*" ----------

---Property A is identified in the Registry of Property of Puerto Rico (the "Registry") as property number 18,714, recorded at page 133 of volume 508 of Cabo Rojo, San Germán section of the Registry.----------

---The tax identification number ("*número de catastro*") assigned to

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Property A by the Municipal Revenues Collection Center ("CRIM") is 402-017-327-06-000.----------

----------PROPERTY B ----------

---"***RÚSTICA:*** *Parcela Número Ochenta y Cuatro (84), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de diecinueve mil seiscientos noventa y uno punto nueve mil novecientos setenta y tres (19,691.9973) metros cuadrados, equivalentes a cinco punto cero ciento dos (5.0102) cuerdas. En lindes: por el NORTE, con la parcela número sesenta y ocho (68); por el SUR, con camino a dedicarse a uso público; por el ESTE, con la parcela número sesenta y cinco (65); y por el OESTE, con camino a dedicarse a uso público.*" ----------

---Property B is identified in the Registry as property number 18,724, recorded at page 193 of volume 508 of Cabo Rojo, San Germán section of the Registry. ----------

---The tax identification number ("*número de catastro*") assigned to Property B by the CRIM is 402-017-327-07-000. ----------

----------**TITLE** ----------

---Property A and Property B were acquired by Seller pursuant to Deed Number Three (3), executed in Cabo Rojo, Puerto Rico, on January thirty (30), two thousand eight (2008), before Notary Osvaldo Ortiz Medina, rectified by Deed Number Fifteen (15), executed in Cabo Rojo, Puerto Rico, on May twenty-seven (27), two thousand nine (2009) before the same Notary, recorded at page 56 of volume 864 of Cabo Rojo, as to Property A, and at page 86 of volume 864 of Cabo Rojo, as to Property B, seventh (7th) inscription in both properties. ----------

----------**LIENS AND ENCUMBRANCES** ----------

---By their origin, Property A and Property B are free and clear of liens and encumbrances. ----------

---By itself, Property A is subject to: ----------

----(A) Mortgage securing a promissory note, in favor of its Bearer, in the principal sum of Thirty-Two Thousand Five Hundred Dollars ($32,500.00), with interest at the rate of ten percent (10%) per annum, due upon demand, constituted as per Deed Number One Hundred Twelve (112), executed in Mayagüez, Puerto Rico, on March twenty-three (23),

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two thousand twelve (2012), before Notary Javier B. Sepúlveda Rivera, recorded at page 56 of volume 864 of Cabo Rojo, ninth (9th) inscription. The aforementioned mortgage note and mortgage were cancelled pursuant to Deed Number twenty-nine (29), of Cancellation of Mortgage, executed in San Juan, Puerto Rico on September twenty-nine (29), two thousand twenty-three (2023) before the undersigned Notary, which will be filed at the Registry concurrently with the presentation of this Deed. ----By itself, Property B is subject to: ----------

----(A) Mortgage securing a promissory note, in favor of its Bearer, in the principal sum of Thirty-Two Thousand Five Hundred Dollars ($32,500.00), with interest at the rate of ten percent (10%) per annum, due upon demand, constituted as per Deed Number One Hundred Thirteen (113), executed in Mayagüez, Puerto Rico, on March twenty-three (23), two thousand twelve (2012), before Notary Javier B. Sepúlveda Rivera, recorded at page 86 of volume 864 of Cabo Rojo, ninth (9th) inscription. The aforementioned mortgage note and mortgage were cancelled pursuant to Deed Number thirty (30), of Cancellation of Mortgage, executed in San Juan, Puerto Rico on September twenty-nine (29), two thousand twenty-three (2023) before the undersigned Notary, which will be filed at the Registry concurrently with the presentation of this Deed. ----------

---**SECOND:** On February three (3), two thousand twenty-three (2023), Seller granted to Buyer's affiliate, PR INVESTCO LLC ("PR Investco"), an option to purchase the Property, pursuant to a Real Estate Purchase Agreement executed on such date (hereinafter, the "Purchase Agreement"). The parties hereto acknowledge and agree that PR Investco has assigned to Buyer all of its rights, duties and obligations under the Purchase Agreement, pursuant to the terms of an *Assignment and Assumption of Rights under Option Agreement* executed on even date herewith, and that Buyer is the permitted assignee and successor of PR Investco thereunder. ----------

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----------**PURCHASE AND SALE**----------

---**THIRD:** In accordance with the Purchase Agreement, Seller hereby sells, conveys and transfers fee simple title ("*pleno dominio*") to the Property and the possession thereof to Buyer, and Buyer hereby purchases from Seller fee simple title ("*pleno dominio*") to the Property and the possession thereof, in accordance with the following ----------

----------**TERMS AND CONDITIONS**----------

-----One: The purchase price of the Property is the lump sum of **TWO MILLION SIX HUNDRED THOUSAND DOLLARS ($2,600,000)** (hereinafter the "Purchase Price"). The Purchase Price is not subject or conditioned to an appraisal report or survey, and Seller shall have no obligation to adjust or reduce the Purchase Price as a result of any appraisal report(s) or survey(s) obtained by Buyer or anybody else. Of the Purchase Price, (i) the sum of ONE MILLION THREE HUNDRED THOUSAND DOLLARS ($1,300,000) corresponds to Property A; and (ii) the sum of ONE MILLION THREE HUNDRED THOUSAND DOLLARS ($1,300,000) corresponds to Property B. ----------

-----Two: The Purchase Price has been paid as follows: ----------

----------A. The sum of TWO HUNDRED SIXTY THOUSAND DOLLARS ($260,000) was paid by Buyer to Seller concurrently with the execution of the Purchase Agreement, which amount is being applied in its entirety to the Purchase Price.----------

----------B. The sum of TWO MILLION THREE HUNDRED FORTY THOUSAND DOLLARS ($2,340,000) has been paid by Buyer to Seller concurrently with the execution hereof, and Seller hereby acknowledges receipt thereof. ----------

-----Three: Buyer shall be entitled to the immediate possession of the Property, without any additional formality, document or request. ---------

-----Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for

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the account of Seller and, thereafter, for the account of Buyer.----------

-----Five: Seller hereby delivers to Buyer fee simple title to the Property, vacant, and free and clear of all liens, encumbrances or defects. ----------

-----Six: Buyer specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) Seller hereby sells and Buyer hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from Seller or any of Seller's agents, employees, members, representatives, attorneys or brokers (each such party, a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by Seller to Buyer (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof, its facilities, soils, geology, and groundwater; (b) the dimensions, area, and size of the Property; (c) the development or income potential, or rights of or relating to the Property or the adequacy of the Property for any particular purpose, (d) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of Buyer or any other person to obtain any necessary governmental approvals, licenses, or permits for Buyer's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses,

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revenue or expense projections or other financial matters regarding the operation of the Property. Buyer further acknowledges and agrees that Seller is under no duty to make any inquiry regarding any matter that may or may not be known to Seller or any Seller Affiliate. Upon execution of this public deed, Buyer shall assume the risk of adverse matters relating to adverse investigations, and Buyer, upon execution of this public deed, shall be deemed to have waived, relinquished and released Seller and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which Buyer might have asserted or alleged or may assert or allege in the future against Seller or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution of this deed. ----------

-----Seven: Seller represents and warrants to Buyer that, to the best of Seller's knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that, to the best of Seller's knowledge, the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----Eight: The notarial fees, stamps on the original, stamps on the first certified copy, filing and recording rights of this Deed at the Registry will be paid by Buyer.----------

-----Nine: This Deed will be interpreted and governed in accordance with the laws of the Commonwealth of Puerto Rico. The appearing parties submit themselves to the exclusive jurisdiction of the San Juan part of the Court of First Instance of Puerto Rico in the event of any litigation arising out of this Deed.----------

-----Ten: All notices to the parties pursuant to this Deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

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----TO SELLER:----------

------CAPSTONE DEVELOPMENT, CORP.----------
------1717 Avenida Ponce de León----------
------Apt. 1605 ----------
------Plaza Inmaculada 2----------
------San Juan, Puerto Rico 00912 ----------
------Attention: Federico L. Carlo Díaz----------
------Electronic Mail: federicocarlo68@gmail.com ----------

----TO BUYER:----------

------CABO ROJO LAND ACQUISITION LLC----------
------733 Third Avenue ----------
------New York, NY 10017----------
------Attention: Eileen Sawyer ----------
------Electronic Mail: roberto.ruiz@ccgc.com.do----------

-----Eleven: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

-----Twelve: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the remaining provisions of this Deed will continue in full force and effect.----------

-----Thirteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver such documents or instruments, public or private, which may be necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any correction deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of Buyer, except that each party shall bear the fees of their respective counsel.----------

---**THIRD:** The Notary advises Buyer as to the importance of filing the corresponding property tax exemption and/or change of ownership Application before the CRIM, and to obtain, prior to the execution of this deed, a certification indicating whether any sums related to property taxes are owed by Seller. Pursuant to applicable law, Buyer is responsible

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for filing at the CRIM the corresponding application for property tax exemption and /or change of ownership, within thirty (30) days from the date of execution hereof. Buyer hereby declares that it is fully aware of the aforementioned obligations and releases the undersigned Notary from this responsibility.----------

----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ---

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to title abstracts prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstracts were prepared by Capital Title Services Inc., and are dated as of August thirty-one (31), two thousand twenty-three (2023);----------

-----(c) that after the date of such title abstracts and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. Title abstracts are not title insurance and reflect only the state of the Property at the Registry as of the date thereof.----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification; ----------

-----(e) of the right of the Buyer to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event

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that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.;----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property;----------

-----(h) of the importance of recording a copy of this deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this deed is not recorded at the Registry;----------

-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property;----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations;----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its contents.----------

-----(l) of the need and consequences to the Seller of filing the *Planillas Informativas Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles* with the Puerto Rico Treasury Department; and----------

-----(m) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et seq.*, is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Seller, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of

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its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the seller and its agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed.----------

----------**READING, ACCEPTANCE AND EXECUTION** ----------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their initials on each page thereof.----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

6.J.F.K

MORELL · CARTAGENA · DAPENA

JORGE ANTONIO MORALES CORDERO

Plaza 273 Suite 700
273 Ponce de León
San Juan, PR 00917-1934
787-723-1233; 787-729-1974
jorge.morales@mbcdlaw.com

CERTIFIED COPY OF DEED NUMBER TEN (10)

PURCHASE AND SALE

EXECUTED IN SAN JUAN, PUERTO RICO
ON JULY 21, 2023

BEFORE:

JORGE ANTONIO MORALES CORDERO

BY:

CD GROUP

("SELLER");

CABO ROJO LAND ACQUISITION LLC

("BUYER")

AND

JOSÉ ENRIQUE PÉREZ CRUZ

("BROKER")

----------**DEED NUMBER TEN (10)**----------

----------**PURCHASE AND SALE**----------

---In San Juan, Commonwealth of Puerto Rico, on July twenty-one (21), two thousand twenty-three (2023). ----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with offices and residence in San Juan, Puerto Rico.----------

----------**APPEAR**----------

---AS THE PARTY OF THE FIRST PART: **CD GROUP** (hereinafter referred to as "SELLER"), a private trust organized and existing in accordance with the laws of Puerto Rico, created as per deed number seventeen (17), executed on April twenty seven (27), two thousand nine (2009), before Notary Mario José García Incera (the "Deed of Trust"), represented herein by its trustees, OSCAR FRANCISCO CORDERO RODRÍGUEZ, of legal age, married to Myrna Maldonado Pérez, property owner and resident of Mayagüez, Puerto Rico; and GLORIA ENID SAAVEDRA SERRANO, of legal age, married to Luis Alberto Cruz Jiménez, property owner and resident of Quebradillas, Puerto Rico, who are authorized to execute this deed pursuant to the Deed of Trust. I, the Notary, hereby certify that I have read the Deed of Trust and that, in my opinion, it grants the aforesaid trustees sufficient legal power and authority to execute this Deed on behalf of SELLER. ----------

---AS THE PARTY OF THE SECOND PART: **CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "BUYER"), a limited liability company organized, existing and in good standing in accordance with the laws of Puerto Rico, represented herein by its Authorized Representative, Gladys Omayra Fontánez Reyes, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, and whose authority to represent BUYER in this Deed arises from the Certificate of

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Resolution of BUYER, signed by Eileen Sawyer, as Manager of BUYER, on July twenty (20), two thousand twenty-three (2023), in New York, New York, before Notary Public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of Notary Public Eric Orenstein through the search engine of the Department of State of the State of New York. I further certify that I have examined the original of the aforesaid Certificate of Resolution of Cabo Rojo Land Acquisition LLC, and that, in my opinion, it is adequate and sufficient, and complies with all legal requirements needed to authorize Ms. Fontánez Reyes to appear herein on behalf of BUYER.----

---AS THE PARTY OF THE THIRD PART: **JOSÉ ENRIQUE PÉREZ CRUZ** (hereinafter, the "BROKER"), who is of legal age, married, real estate broker and resident of Bayamón, Puerto Rico. ----------

---I, the Notary Public, do hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this Deed, and they freely and voluntarily ----------

----------**STATE AND AGREE**----------

---**FIRST:** SELLER is the owner in fee simple title ("*pleno dominio*") and has the possession of the parcel of land described in the Spanish language as follows (hereinafter the "Property"), as reflected in the books of the Registry of Property of Puerto Rico (the "Registry"):----------

---**"RUSTICA:** Parcela denominada ciento cinco (105). Parcela de terreno sita en el Barrio Boquerón, Sector El Combate, Carretera trescientos uno (301), kilómetro siete punto cuatro (7.4) interior, del término municipal de Cabo Rojo, Puerto Rico. Ubica en el Proyecto Bahía Bonita. El número de la finca principal de la cual se segrega esta parcela es el cincuenta y cinco guión cuatrocientos dos guión cero cero cero guión cero dos guión novecientos uno (55-402-000-02-901). Tiene una cabida superficial de diecinueve mil seiscientos cincuenta y tres punto cincuenta (19,653.50) metros cuadrados, equivalentes a cinco (5.00) cuerdas. En linderos: NORTE, en sesenta y cuatro punto cero cero uno (64.001) metros lineales, con la zona marítima terrestre de la Bahía de Boquerón; SUR, en dos (2) alineaciones que totalizan cuarenta y cinco punto setecientos seis (45.706) metros lineales y treinta y ocho (38) metros lineales, con la servidumbre de paso que sirve al solar y en siete

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punto cincuenta (7.50) metros lineales, con la parcela número sesenta y dos (62) del Proyecto Bahía Bonita; ESTE, en dos (2) alineaciones que totalizan trescientos diecisiete punto quinientos setenta y siete (317.577) metros lineales, con terrenos de la Sucesión Ramírez de Arellano; y OESTE, en trescientos siete punto novecientos (307.900) metros lineales, con la parcela número ciento seis (106) del Proyecto Bahía Bonita. SERVIDUMBRE: en la esquina de la Parcela ciento cinco (105) en la cual convergen las colindancias Sur y Oeste ubica una servidumbre de paso que tiene una cabida superficial de doscientos ochenta y ocho punto noventa (288.90) metros cuadrados y sus colindancias son: Norte, en veintiocho punto doscientos seis (28.206) metros lineales, con los terrenos de la Parcela ciento cinco (105) del Proyecto Bahía Bonita; por el Sur, en treinta y ocho punto trescientos cuarenta y uno (38.341) metros lineales, con la Parcela número sesenta y dos (62) del Proyecto Bahía Bonita; por el Este, en siete punto cincuenta (7.50) metros lineales, con terrenos de la Parcela número ciento cinco (105) del Proyecto Bahía Bonita; por el Oeste, en siete punto quinientos uno (7.501) metros lineales, con terrenos de la Parcela número ciento seis (106) del Proyecto Bahía Bonita."----------

---The Property is recorded at the overleaf of page 115 of volume 836 of Cabo Rojo, San Germán Section of the Registry, property number 18,839 of Cabo Rojo, and its aforesaid legal description is as clarified by deed number one hundred seven (107), executed on August twenty-five (25), two thousand sixteen (2016), before Notary Luis Roberto Santos, recorded at page 115 of volume 856 of Cabo Rojo, fifth (5th) inscription.

---SELLER and BUYER acknowledge and agree that the area of the Property, net of the area of the right of way (*servidumbre*) included in the legal description of the Property, is nineteen thousand three hundred sixty four point sixty (19,364.60) square meters, equivalent to four point nine thousand two hundred sixty nine (4.9269) "cuerdas".----------

---The Property was acquired by SELLER through deed number sixteen (16), executed on June seventeen (17), two thousand ten (2010), before Notary Miguel A. Román Villanueva, recorded at the overleaf of page 115 of volume 836 of Cabo Rojo, sixth (6th) inscription.----------

---The Property is vacant and free of liens and/or encumbrances, except only (i) the right of way easement (*servidumbre*) included in the legal description of the Property; and (ii) any other right of ways which may appear in the books of the Registry as of the date of execution of this Deed (hereinafter, jointly, the "Rights of Way").----------

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--- The tax identification number ("*número de catastro*") assigned by the Municipal Revenues Collection Center ("CRIM") to the Property is 379-089-327-75-000. ----------

---**SECOND:** On July twenty-three (23), two thousand twenty-two (2022), SELLER granted to BUYER's affiliate, PR INVESTCO LLC ("PR Investco") an option to purchase the Property, pursuant to Deed Number Two (2) of Option to Purchase Real Estate, executed in San Juan, Puerto Rico on the aforesaid date before Notary Francisco Pujol Meneses (hereinafter, the "Deed of Option"). The parties hereto acknowledge and agree that PR Investco has assigned to BUYER all of its rights and obligations under the Deed of Option, and that BUYER is the permitted assignee and successor of PR Investco thereunder. ----------

----------**PURCHASE AND SALE**----------

---**THIRD:** Pursuant to the Deed of Option, SELLER hereby sells, conveys and transfers fee simple title ("*pleno dominio*") to the Property and the possession thereof to BUYER, and BUYER hereby purchases from SELLER fee simple title to the Property and the possession thereof, vacant and free of liens and encumbrances, subject only to the Rights of Way, in accordance with the following----------

----------**TERMS AND CONDITIONS**----------

-----One: The purchase price of the Property is the lump sum of ONE MILLION DOLLARS ($1,000,000) (hereinafter, the "Purchase Price"). The Purchase Price is not subject or conditioned to an appraisal report, and SELLER shall have no obligation to adjust or reduce the Purchase Price as a result of any appraisal report(s) obtained by BUYER or anybody else. ----------

-----Two: The Purchase Price is payable as follows: ----------

----------A. The sum of ONE HUNDRED THOUSAND DOLLARS ($100,000) was paid by BUYER to SELLER simultaneously with the execution of the Deed of Option, which amount is being applied in full

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to the Purchase Price. ----------

----------B. The sum of NINE HUNDRED THOUSAND DOLLARS ($900,000) has been paid by BUYER to SELLER simultaneously with the execution of this Deed, and SELLER hereby acknowledges receipt thereof in form and substance acceptable to BUYER. ----------

-----Three: This Deed entitles BUYER to the immediate possession of the Property, without any additional formality, document or request. -----

-----Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of SELLER and, thereafter, for the account of BUYER.------

-----Five: SELLER hereby delivers to BUYER fee simple title to the Property, vacant, and free and clear of liens, encumbrances or defects, "as is, where is", subject only to the Rights of Way. ----------

-----Six: BUYER specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) SELLER hereby sells and BUYER hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) BUYER is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from SELLER or any of SELLER's agents employees, members, representatives, attorneys or brokers (each such party a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by SELLER to BUYER (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof (including, without limitation, structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities, electrical, mechanical HVAC, plumbing,

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sewage, and utility systems, facilities, and appliances, soils, geology, and groundwater); (b) the dimensions, area, and lot size of the Property and the square footage of the buildings or improvements located thereon, if any, or of any tenant space therein; (c) the development or income potential, or rights of or relating to, the Property or the Property's use, habitability, merchantability, or fitness, or the suitability, value, or adequacy of the Property for any particular purpose, (d) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of BUYER or any other person to obtain any necessary governmental approvals, licenses, or permits for BUYER's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters regarding the operation of the Property. BUYER expressly acknowledges and agrees that BUYER is not relying on any representation or warranty of SELLER or any Seller Affiliate, whether implied, presumed or expressly provided at law or otherwise, arising by virtue of any statute, common law, or other legally binding right or remedy in favor of BUYER. BUYER further acknowledges and agrees that SELLER is under no duty to make any inquiry regarding any matter that may or may not be known to SELLER or any Seller Affiliate. Upon execution of this Deed, BUYER shall assume the risk of adverse matters relating to adverse investigations, and BUYER, upon execution of this Deed, shall be deemed to have waived, relinquished and released SELLER and all Seller Affiliates from and against any and all claims, of

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any and every kind or character (including attorneys' fees), known or unknown, which BUYER might have asserted or alleged or may assert or allege in the future against SELLER or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property.----------

-----Seven: The notarial fees, stamps on the original, stamps on the first certified copy and the recording rights of this Deed at the Registry will be paid by BUYER. ----------

-----Eight: This Deed will be interpreted in accordance with the laws of Puerto Rico and governed by them. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of the Commonwealth of Puerto Rico in the event of any litigation pursuant to this Deed. ----------

-----Nine: All notices to the parties pursuant to this Deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

------TO SELLER: ----------
------CD GROUP ----------
------PO Box 1731 ----------
------Cabo Rojo, PR 00623 ----------
------Electronic Mail: erik.domenech@gmail.com ----------

------TO BUYER:----------
------CABO ROJO LAND ACQUISTION LLC----------
------733 Third Avenue ----------
------New York, NY 1001 ----------
------Attention: Eileen Sawyer----------
------Electronic Mail: roberto.ruiz@ccgc.com.do----------

------TO THE BROKER: ----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920 ----------
------Attention: José Enrique Pérez Cruz----------
------Electronic Mail: passportre@gmail.com----------

-----Ten: SELLER represents and warrants to BUYER that, to the best of SELLER's knowledge, there are no toxic, dangerous, contaminated or

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contaminating substances in the Property, and that the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances. EXCEPT FOR THE FOREGOING REPRESENTATION, BUYER ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER BY SELLER OR ANY AGENT, OFFICER, EMPLOYEE OR REPRESENTATIVE THEREOF REGARDING THE PROPERTY. BUYER HEREBY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS SALE IS MADE WITHOUT REPRESENTATION, COVENANT OR WARRANTY OF ANY KIND (WHETHER EXPRESS, IMPLIED OR STATUTORY) BY SELLER. ----------



-----Eleven: The appearing parties acknowledge that the BROKER, José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy-eight (10,478), alone or in association with other brokers, has acted as real estate broker in the present transaction. The fees to Mr. Pérez Cruz and his associates, if any, for said service are the responsibility of BUYER and have been paid by BUYER to BROKER simultaneously with the execution of this Deed. Said fees amount to FIFTY THOUSAND DOLLARS ($50,000), equivalent to five per cent (5%) of the Purchase Price, and BROKER hereby acknowledges receipt thereof in form and substance acceptable to BROKER. ----------

-----Twelve: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

-----Thirteen: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the rest of this Deed will continue in full force and effect.

-----Fourteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver whichever documents or instruments, public or private, necessary and/or

required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any Rectification Deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of BUYER, except that each party shall bear the fees of their respective counsel.----------

---**THIRD:** The Notary advises BUYER as to the importance of filing the corresponding Change of Ownership Application at the CRIM, and to obtain before the execution of this Deed, a certification indicating whether any sums related to property taxes are owed in connection with the Property. Under applicable law, BUYER is responsible for filing at the CRIM within the next thirty (30) days the corresponding application for Change of Ownership. BUYER hereby declares that it is fully aware of the above-mentioned obligations and releases the subscribing Notary from this responsibility.----------

----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ----------

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstract was prepared by Capital Title Services Inc. and is dated July three (3), two thousand

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twenty-three (2023);----------

-----(c) that subsequent to the date of such title abstract and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry as of the date of the title abstract. ----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification; ----------

-----(e) the right of the BUYER to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, *et seq.*;----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property;----------

-----(h) of the importance of recording a copy of this Deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this Deed is not recorded at the Registry; ----------

-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property;----------

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-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations;----------

-----(k) that the appearing parties have the right to read this Deed either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its contents. ----------

-----(l) of the need and consequences to the SELLERS of filing the *Planilla Informativa Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles* with the Puerto Rico Treasury Department; and --------

-----(m) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et seq*., is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Seller, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the seller and its agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed. ----------

----------**READING, ACCEPTANCE AND EXECUTION** ---------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the

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execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their initials on each page thereof. ----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

---Signed, sealed, marked and flourished by the authorizing Notary, Jorge Antonio Morales Cordero. ----------

---Therein also appear the signature of the appearing parties and their initials on the margin of each page. The corresponding internal revenue stamps, legal assistant stamps and the notarial tax stamp are adhered thereon. ----------

---I, the Notary, CERTIFY that the foregoing is a true and exact copy of Deed Number Ten (10), which contains twelve (12) pages (folios), the original of which forms part of my protocol of public instruments for the year two thousand twenty-three (2023). ----------

---IN WITNESS WHEREOF, and to deliver to Cabo Rojo Land Acquisition LLC, I issue the first certified copy, which I sign, seal, mark and flourish in San Juan, Puerto Rico, on July twenty-one (21), two thousand twenty-three (2023). ----------

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_____
NOTARY







DEPARTAMENTO *de* JUSTICIA

ESTADO LIBRE ASOCIADO DE PUERTO RICO

CERTIFICACIÓN DEL NOTARIO QUE PRESENTA DOCUMENTO EN EL REGISTRO DE LA PROPIEDAD INMOBILIARIA DE PUERTO RICO POR LA VÍA TELEMÁTICA

CERTIFICO: Que la copia en formato PDF de la Escritura Núm. Diez (10) sobre "Purchase and Sale", autorizada por mí en San Juan, Puerto Rico, el veintiuno (21) de julio de dos mil veintitrés (2023), que se está presentando en esta fecha en el Registro de la Propiedad, es una copia fiel y exacta de la copia certificada de dicha escritura.

En San Juan, Puerto Rico, hoy veintiséis (26) de julio de dos mil veintitrés (2023).

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_____

Notario

CONTRATO DE PROMESA RECIPROCA DE COMPRAVENTA

En San Juan, Puerto Rico, a ( ) de mayo de dos mil veinticuatro (2024),

COMPARECEN:

DE LA PRIMERA PARTE: DAVID CARTAGENA GARCIA y MIRIAM PEREZ VALENTIN, ambos mayores de edad, propietarios, casados entre sí y vecinos de Cabo Rojo, Puerto Rico, quienes comparecen en sus respectivas capacidades personales y como representantes de la sociedad legal de bienes gananciales que tienen constituida según las leyes de Puerto Rico y quienes, junto con dicha sociedad legal de bienes gananciales, serán llamados los "VENDEDORES" o la "PARTE VENDEDORA" en adelante en el presente contrato;

DE LA SEGUNDA PARTE: CABO ROJO LAND ACQUISITION LLC (en adelante la "COMPRADORA" o la "PARTE COMPRADORA"), una sociedad de responsabilidad limitada organizada y existente al amparo de las leyes del Estado Libre Asociado de Puerto Rico, con el número de seguro social patronal 66-0920011, representada en este contrato por su Representante Autorizada, GLADYS OMAYRA FONTANEZ REYES, mayor de edad, soltera, abogada y vecina de San Juan, Puerto Rico, quien está debidamente autorizada para representar a la COMPRADORA en el presente contrato, según surge de "Certificate of Resolution of CABO ROJO LAND ACQUISITION LLC", firmado en Nueva York, Estados Unidos de América, por Eileen Sawyer, en su capacidad de gerente de CABO ROJO LAND ACQUISITION LLC, el dos (2) de mayo de dos mil veinticuatro (2024), ante el notario público de Nueva York Eric Orenstein.

DE LA TERCERA PARTE: API BIENES RAICES Y ASOC., INC. (en adelante la "CORREDORA DE LOS VENDEDORES"), una corporación organizada y existente al amparo de las leyes de Puerto Rico, con el número de seguro social patronal 66-0692191, representada en este contrato por su Representante Autorizado, ELVIN ENRIQUE IRIZARRY SANCHEZ, quien es mayor de edad, casado, vecino de Cabo Rojo, Puerto Rico y corredor de bienes raíces con licencia de Puerto Rico número 12917, quien está debidamente autorizado para representar a la CORREDORA DE LOS VENDEDORES en el presente contrato, según surge de "Certificación de Resolución Corporativa de API BIENES RAICES Y ASOC., INC.", suscrita por Elvin Enrique Irizarry Sánchez, en su carácter de Secretario de API BIENES RAICES Y ASOC., INC., el día veintisiete (27) de febrero de dos mil ocho (2008), según afidávit número ocho mil sesenta y ocho (8,068), ante la notaria pública Alice Marie Comas Pérez; y

DE LA CUARTA PARTE: JOSE ENRIQUE PEREZ CRUZ, también conocido como José E. Pérez (en adelante el "CORREDOR DE LA COMPRADORA"), quien es mayor de edad, casado, vecino de Bayamón, Puerto Rico y corredor de bienes raíces con licencia de Puerto Rico número 10478; y libre y voluntariamente

EXPONEN Y CONVIENEN:

PRIMERO: Los VENDEDORES son dueños en pleno y absoluto dominio y tienen la posesión quieta y pacífica de una parcela de terreno localizada el kilómetro 0, hectómetro 005 de la Carretera Puerto Rico 301, en Boquerón, Cabo Rojo, Puerto Rico, la cual tiene la siguiente descripción según el Registro de la Propiedad de Puerto Rico (el "Registro") y la cual será denominada el "INMUEBLE" en adelante en el presente contrato:

> "RUSTICA: Porción de terreno radicado en el Barrio Boquerón de Cabo Rojo, Puerto Rico, con una cabida de SEIS PUNTO MIL TRESCIENTAS TREINTA Y SIETE CUERDAS (6.1337 cdas.), equivalentes a veinticuatro mil ciento siete punto ocho mil novecientos veintiséis (24,107.8926) metros cuadrados. Colindante, por el NORTE, con terrenos de Enrique Carlo Aymat; por el SUR, con los solares cinco (5), seis (6) y un área para dedicarla a uso público; por el ESTE, con terrenos de Willie Zajic; y por el OESTE, con terrenos de Belford Torres."
>
> Es el remanente de la finca luego de deducidas varias segregaciones, según consta de la escritura número doscientos treinta y cinco (235), otorgada en Cabo Rojo, Puerto Rico, el veintisiete (27) de septiembre de dos mil seis (2006), ante el notario público Rafael Doitteau Cruz, inscrita al folio doscientos catorce (214) del tomo novecientos trece (913) de Cabo Rojo, finca número diecinueve mil trescientos cinco (19,305), inscripción segunda (2da.).

El INMUEBLE está inscrito en el Registro de la Propiedad de Puerto Rico, Sección de San Germán (en adelante el "Registro"), al folio doscientos setenta (270) del tomo quinientos diecinueve (519) de Cabo Rojo, finca número diecinueve mil trescientos cinco (19,305).

Los VENDEDORES adquirieron el INMUEBLE, a título de compraventa, mediante escritura número ochenta y siete (87), otorgada en Cabo Rojo, Puerto Rico, el veintisiete (27) de diciembre de dos mil veintitrés (2023), ante el notario público Ramón Guillermo Vélez Rivera, presentada y pendiente de inscripción al Asiento dos mil veinticuatro guión cero cero dos tres seis uno guión S G cero uno (2024-002361-SG01) del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

Según el Registro, el INMUEBLE, por sí, está libre de cargas y gravámenes.

Según el Registro, el INMUEBLE, por su procedencia, está sujeto a una servidumbre a favor de la Autoridad de Energía Eléctrica de Puerto Rico (el "Gravamen Permitido").

SEGUNDO: El número de catastro asignado por el Centro de Recaudación de Ingresos Municipales ("CRIM") al INMUEBLE es el cuatrocientos tres guión cero cero cero guión cero cero dos guión dieciséis guión cero cero cero (403-000-002-16-000).

TERCERO: Mediante el presente contrato y sin necesidad de documento, trámite o acto adicional alguno, los VENDEDORES se comprometen y obligan irrevocablemente a vender el INMUEBLE a la COMPRADORA y la COMPRADORA se compromete y obliga irrevocablemente a comprarle el INMUEBLE a los VENDEDORES, según los términos y condiciones del presente contrato.

CUARTO: La escritura de compraventa del INMUEBLE en virtud del presente contrato (la "ESCRITURA DE COMPRAVENTA") se otorgará ante un notario público escogido por la COMPRADORA, dentro de los trescientos sesenta (360) días calendario consecutivos inmediatamente siguientes a la fecha del otorgamiento del presente contrato.

QUINTO: El precio de compraventa del INMUEBLE ascenderá a la suma alzada ("lump sum") de NOVECIENTOS MIL DÓLARES ($900,000), pagadera de la siguiente forma, y el mismo no estará sujeto a condición o ajuste de clase alguna:

5.1. La suma de CUARENTA Y CINCO MIL DÓLARES ($45,000) ha sido entregada a los VENDEDORES por la COMPRADORA simultáneamente con el otorgamiento del presente contrato, como depósito de buena fe, y, por dicha suma, los VENDEDORES otorgan en este acto el más eficaz recibo y formal carta de pago a favor de la COMPRADORA. Si la ESCRITURA DE COMPRAVENTA no puede otorgarse por razones atribuibles a los VENDEDORES, dicha suma será devuelta por los VENDEDORES a la COMPRADORA, sin intereses. De igual forma, si la ESCRITURA DE COMPRAVENTA no puede otorgarse por razones atribuibles a la COMPRADORA, dicha suma será perdida por la COMPRADORA. Dicha suma de CUARENTA Y CINCO MIL DÓLARES ($45,000) será aplicable al precio de compraventa del INMUEBLE.

5.2. El resto del precio de compraventa, es decir, la suma de OCHOCIENTOS CINCUENTA Y CINCO MIL DÓLARES ($855,000), será pagado en su totalidad por la COMPRADORA a los VENDEDORES, mediante cheque de gerente, simultáneamente con el otorgamiento de la ESCRITURA DE COMPRAVENTA.

SEXTO: Al otorgarse la ESCRITURA DE COMPRAVENTA, los VENDEDORES traspasarán a la COMPRADORA título en pleno y absoluto dominio sobre el INMUEBLE, y la posesión del mismo, libre de cargas, gravámenes y ocupantes, excepto el Gravamen Permitido.

SÉPTIMO: Antes del otorgamiento de la ESCRITURA DE COMPRAVENTA, o simultáneamente con dicho otorgamiento, los VENDEDORES cancelarán todas las

cargas y gravámenes que graven el INMUEBLE, si alguno, con la única excepción de los Gravamen Permitido. Las escrituras públicas de cancelación de dichas cargas y gravámenes, si alguna, se otorgarán ante un notario público escogido por la COMPRADORA.. Los honorarios notariales, sellos, comprobantes y derechos de inscripción de dicha(s) escritura(s) de cancelación, si alguna, serán por cuenta y cargo de los VENDEDORES.

OCTAVO: Según antes se ha expresado, la ESCRITURA DE COMPRAVENTA se otorgará ante un notario público escogido por la COMPRADORA. Los honorarios notariales, sellos en el original y primera copia certificada y derechos de inscripción de la ESCRITURA DE COMPRAVENTA serán por cuenta y cargo de la COMPRADORA.

NOVENO: La CORREDORA DE LOS VENDEDORES ha actuado como corredor e intermediario en la transacción objeto del presente contrato, en representación de los VENDEDORES, y sus honorarios por dichos servicios serán pagados por los VENDEDORES simultáneamente con el otorgamiento de la ESCRITURA DE COMPRAVENTA.

DECIMO: El CORREDOR DE LA COMPRADORA ha actuado como corredor e intermediario en la transacción objeto del presente contrato, en representación de la COMPRADORA, y sus honorarios por dichos servicios, ascendentes a CUARENTA Y CINCO MIL DÓLARES ($45,000), serán pagados por la COMPRADORA simultáneamente con el otorgamiento de la ESCRITURA DE COMPRAVENTA.

UNDECIMO: Las contribuciones sobre la propiedad inmueble y contribución especial (Ley 7), si alguna, correspondientes al INMUEBLE serán por cuenta y cargo de los VENDEDORES hasta la fecha del otorgamiento de la ESCRITURA DE COMPRAVENTA y por cuenta y cargo de la COMPRADORA a partir de entonces.

DUODECIMO: Al otorgarse la ESCRITURA DE COMPRAVENTA, la COMPRADORA comprará el INMUEBLE como está, donde está (“as is, where is”), descansando en su propia inspección del INMUEBLE y no en representación alguna por parte de los VENDEDORES acerca de la condición física del INMUEBLE, la posibilidad de su desarrollo y/o la posibilidad de obtener permisos, aprobaciones y/o endosos para su desarrollo y/o para construcciones en el mismo.

DECIMO TERCERO: Si alguna clausula o disposición del presente contrato fuere declarada nula por algún organismo con la debida jurisdicción y competencia, entonces el resto del contrato permanecerá en pleno vigor y efecto.

DECIMO CUARTO: En el presente contrato se usan indistintamente el plural y el singular, así como el masculino, el femenino, el neutro y los demás géneros.

DECIMO QUINTO: Las partes comparecientes se someten a la jurisdicción exclusiva del Tribunal General de Justicia del Estado Libre Asociado de Puerto Rico en

caso de cualquier reclamación o litigio relacionado con el presente contrato y/o la transacción objeto del mismo.

DECIMO SEXTO: El presente contrato será interpretado según las leyes de Puerto Rico y gobernado por las mismas.

DECIMO SEPTIMO: Este contrato no podrá modificarse verbalmente y solo podrá ser modificado mediante documento firmado por todas las partes aquí comparecientes.

DECIMO OCTAVO: La obligación de la COMPRADORA de comprar el INMUEBLE a tenor con el presente contrato no está condicionada en forma alguna a la obtención de financiamiento y la COMPRADORA representa y garantiza que cuenta con los fondos necesarios para el pago del precio de compraventa del INMUEBLE.

DECIMO NOVENO: Las notificaciones entre las partes en virtud del presente contrato deberán ser por escrito y enviadas por correo electrónico y por correo regular, con copias por correo certificado con acuse de recibo, a las siguientes direcciones de las partes:

A LOS VENDEODRES:

David Cartagena García
Miriam Pérez Valentín
PO Box 3
Cabo Rojo, PR 00623
Correo electrónico: davidcartagena011@gmail.com

A LA COMPRADORA:

CABO ROJO LAND ACQUISITION LLC
733 Third Avenue
New York, NY 10017
Atención: Eileen Sawyer
Correo electrónico: roberto.ruiz@ccgc.com.do

A LA CORREDORA DE LOS VENDEDORES:

API BIENES RAICES & ASOC., INC.
PO Box 445
Cabo Rojo, PR 00623
Correo electrónico: apibienesraices@gmail.com

AL CORREDOR DE LA COMPRADORA:

Calle Cádiz 1218
Puerto Nuevo
San Juan, PR 00920
Atención: José Enrique Pérez Cruz
Correo electrónico: passportre@gmail.com

VIGÉSIMO: Mediante la firma del presente contrato, la COMPRADORA queda autorizada a someter a las entidades y/o agencias gubernamentales pertinentes solicitudes de permisos, aprobaciones y endosos para el desarrollo en el INMUEBLE de parte de un proyecto residencial/turístico, cónsono con la zonificación del INMUEBLE.

VIGÉSIMO PRIMERO: Las partes comparecientes reconocen y acuerdan que el otorgamiento del presente contrato, el precio de compraventa del INMUEBLE, y los demás términos y condiciones contemplados en este contrato constituyen y deben considerarse información confidencial y no serán divulgados a terceras personas sin el expreso consentimiento escrito de las otras partes.

VIGÉSIMO SEGUNDO: El presente contrato podrá ser otorgado en contrapartes ("counterparts") y, una vez que todas las partes hayan firmado al menos una contraparte, todas las contrapartes formarán un solo contrato.

Y PARA QUE ASI CONSTE, las partes suscriben y otorgan el presente contrato, libre y voluntariamente, con el ánimo de quedar legalmente vinculadas y obligadas en virtud del mismo, en San Juan, Puerto Rico, en la fecha que aparece en el encabezamiento del presente contrato.

Los VENDEDORES

_____ _____
David Cartagena García Miriam Pérez Valentín

La COMPRADORA

CABO ROJO LAND ACQUISITION LLC

_____
Por: Gladys Omayra Fontanez Reyes
Representante Autorizada

La CORREDORA DE LOS VENDEDORES

API BIENES RAICES Y ASOC., INC.

_____
Por: Elvin Irizarry Sánchez

El CORREDOR DE LA COMPRADORA

_____
José Enrique Pérez Cruz

Afidávit Número:

Reconocido y suscrito ante mi por David Cartagena García y su esposa, Miriam Pérez Valentín, ambos mayores de edad, casados entre sí, propietarios y vecinos de Cabo Rojo, Puerto Rico, a quienes conozco personalmente. En San Juan, Puerto Rico, hoy _____ ( ) de abril de dos mil veinticuatro (2024).

_____
Notario Público

Afidávit Número:

Reconocido y suscrito ante mi por Gladys Omayra Fontanez Reyes en su carácter de Representante Autorizada de Cabo Rojo Land Acquisition LLC, mayor de edad, soltera, abogada y vecina de San Juan, Puerto Rico, a quien conozco personalmente. En San Juan, Puerto Rico, hoy _____ ( ) de abril de dos mil veinticuatro (2024).

_____
Notario Público

Afidávit Número:

Reconocido y suscrito ante mi por Elvin Irizarry Sánchez en su carácter de Representante Autorizado de API Bienes Raíces y Asoc., Inc., mayor de edad, casado, corredor de bienes raíces y vecino de Cabo Rojo, Puerto Rico, a quien conozco personalmente. En San Juan, Puerto Rico, hoy _____ ( ) de abril de dos mil veinticuatro (2024).

_____
Notario Público

Afidávit Número:

Reconocido y suscrito ante mi por José Enrique Pérez Cruz, mayor de edad, casado, corredor de bienes raíces y vecino de Bayamón, Puerto Rico, a quien conozco personalmente. En San Juan, Puerto Rico, hoy _____ ( ) de abril de dos mil veinticuatro (2024).

_____
Notario Público

CERTIFICO que en la misma fecha y lugar de su otorgamiento expedí primera copia certificada a favor de CABO ROJO LAND ACQUISITION LLC. DOY FE.

M-PLT

Notario(a) Público(a)

---DEED NUMBER TWENTY THREE (23)----------

------ DEED OF OPTION TO PURCHASE REAL ESTATE ------

---In the City of San Juan, Puerto Rico, on this fourteenth (14th) day of May, two thousand twenty four (2024),----------

---------- **BEFORE ME,** ----------

---MARIA DEL ROSARIO PUJOL THOMPSON, Attorney-at-Law and Notary Public in and for the Commonwealth of Puerto Rico, with residence in Guaynabo, Puerto Rico, and offices located at Suite two hundred (200), Puerta del Condado Building, one thousand ninety five (1095) Wilson Street, San Juan, Puerto Rico,----------

---------- **APPEAR:** ----------

---AS THE PARTY OF THE FIRST PART: CPD LLC (hereinafter "Seller"), a limited liability company organized, existing and in good standing in accordance with the laws of the Commonwealth of Puerto Rico, represented herein by its authorized representative, LEE DANIEL CARDONA RODRIGUEZ, who is of legal age, married, business executive and resident of Guaynabo, Puerto Rico, whose authority to represent Seller in this public deed arises from Certificate of Corporate Resolution of CPD LLC signed by Lee Daniel Cardona Rodríguez in his capacity of President of CPD LLC, executed on July thirty first (31st), two thousand twenty (2020), in San Juan, Puerto Rico, affidavit number one thousand three hundred twenty nine (1,329), before notary public Liza Michelle Ramos Santos, an original of which I, the Notary, hereby certify to have had before me, and which, in

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my opinion, is in full compliance with all legal requirements to authorize Lee Daniel Cardona Rodríguez to appear in this public deed on behalf of Seller;----------

---AS THE PARTY OF THE SECOND PART: CABO ROJO LAND ACQUISITION LLC (hereinafter "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of the Commonwealth of Puerto Rico, represented herein by its authorized representative, GLADYS OMAYRA FONTANEZ REYES, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this public deed arises from Certificate of Resolution of CABO ROJO LAND ACQUISITION LLC signed by Eileen Sawyer, in her capacity of Manager of CABO ROJO LAND ACQUISITION LLC, executed on May two (2), two thousand twenty four (2024), in New York, New York, United States of America, before notary public Eric Orenstein, an original of which I, the Notary, hereby certify to have had before me, and which, in my opinion, is in full compliance with all legal requirements to authorize Gladys Omayra Fontanez Reyes to appear in this public deed on behalf of Buyer; and----------

---AS THE PARTY OF THE THIRD PART: Mister **JOSE ENRIQUE PEREZ CRUZ**, also known as José E. Pérez (hereinafter the "Broker"), who is of legal age, married, real estate broker, and resident of Bayamón, Puerto Rico.----------

---I, the Notary, certify that I am personally acquainted with all the appearing parties, and through their statements, I further

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certify as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and accordingly they do hereby----------

----------**STATE AND AGREE:**----------

---**FIRST:** The Property; Title, Liens and Encumbrances.------

-----One. Title. Seller is the sole owner of fee simple ("pleno dominio") and has the possession of the parcel of land described in the Spanish language as follows (hereinafter the "PROPERTY"):----------

---**"RUSTICA:** Parcela número treinta y uno (31), radicada en el Barrio Boquerón del término Municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO (5) CUERDAS, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En linderos: NORTE, con parcela número veintinueve (29) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela, antes, hoy con servidumbre de paso de diez (10) metros de ancho; por el SUR, con la parcela número treinta y nueve (39) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela, antes, hoy con terrenos de José Fas; por el ESTE, con la parcela número sesenta y cuatro (64) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela, antes, hoy con terrenos de José Fas; y por el OESTE, con la parcela número cuarenta y uno (41) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela, antes, hoy con la parcela número ochenta y tres (83). Para uso de fines agrícolas."----------

---The PROPERTY is property number eighteen thousand seven hundred eighty five (18,785), recorded at page two hundred sixty one (261) of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico (the "Registry").----------

---The PROPERTY was acquired by Seller as per Deed

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Number Eighteen (18), executed in Mayaguez, Puerto Rico, on March eight (8), two thousand twenty four (2024), before notary public Camille Rodríguez Franceschini, filed for recording at entry number two thousand twenty four dash zero four two four seven zero dash S G zero one (2024-042470-SG01), of Cabo Rojo, Section of San Germán of the Registry.----------

---The real property tax identification number ("número de catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to the PROPERTY is four zero two dash zero twenty seven dash three hundred twenty seven dash twenty two dash zero zero zero (402-027-327-22-000).----------

---The PROPERTY is subject to the following liens and/or encumbrances:----------

---By its origin, the PROPERTY is free and clear of liens and encumbrances.----------

---By itself, the PROPERTY is free and clear of liens and encumbrances.----------

---SECOND: Buyer wishes to acquire an option to buy the PROPERTY, with all its improvements, rights and annexes, and Seller wishes to grant, and hereby grants, said option to Buyer (hereinafter the "Option"), pursuant to this public instrument and in accordance with the following----------

----------TERMS AND CONDITIONS:----------

-----2.1. The purchase-sale price of the PROPERTY (the "Purchase-Sale Price") will be the lump sum of FOUR HUNDRED THIRTY FIVE THOUSAND DOLLARS

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($435,000) Said FOUR HUNDRED THIRTY FIVE THOUSAND DOLLARS ($435,000) will be paid as follows:----------

----------2.1.1. the sum of FOUR HUNDRED THIRTEEN THOUSAND TWO HUNDRED FIFTY DOLLARS ($413,250) will be payable in full, through manager's checks to the order of the Seller, simultaneously with the execution of the public purchase sale deed whereby Buyer will acquire fee simple title to the PROPERTY and the possession thereof, pursuant to the Option (the "Purchase-Sale Deed").----------

-----2.2. As consideration for the Option, Buyer has paid to Seller, simultaneously with the execution of this public deed or before its execution, the sum of TWENTY ONE THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($21,750), as good faith deposit (the "Deposit"), which will be non-reimbursable, except only as set forth below in this public deed, and which will be credited to the Purchase-Sale Price. Seller hereby acknowledges receipt of the Deposit.----------

-----2.3. The Option is granted for a term of one hundred (100) calendar days, starting on the date of execution of this public deed and ending on August twenty first (21st), two thousand twenty four (2024) (the "Term").----------

-----2.4 Upon the execution of the Purchase-Sale Deed, the Deposit will be credited to the Purchase-Sale Price of the PROPERTY.----------

-----2.5. If the Term ends and Buyer has not bought the PROPERTY within the Term (except for reasons attributable

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to Seller), then the Deposit will be lost by Buyer, and will become the property of Seller, as liquidated damages. If the PROPERTY cannot be bought by Buyer within the Term, for reasons attributable to Seller, then Seller will reimburse the Deposit to Buyer at the end of the Term and Buyer will continue to have the right to purchase the PROPERTY in accordance with the terms and conditions of this Option. The parties acknowledge that reasons attributable to Seller comprise only (i) the denial or inability of Seller to execute the Purchase-Sale Deed within the Term; and (ii) the inability of Seller to deliver to Buyer good title over the PROPERTY, free and clear of liens and encumbrances, except those imposed by laws and/or regulations.----------

-----2.6. The real estate property taxes payable to the Centro de Recaudaciones de Ingresos Muncipales ("CRIM"), and all special taxes (if applicable) of the PROPERTY will be the responsibility of Seller and payable by Seller up to the date of execution of the Purchase-Sale Deed (the "Closing Date"). Thereafter they shall be the responsibility of Buyer and payable by Buyer.----------

-----2.7. The Purchase-Sale Deed shall be executed before a notary public selected by Buyer.----------

-----2.8. Deeds to cancel any liens or encumbrances affecting the PROPERTY existing at the time of execution of the Purchase-Sale Deed, except any permitted encumbrances will be executed no later than the Closing Date, before a notary public selected by Buyer. All fees and

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expenses related to said cancellation(s) and its/their recording in the Registry shall be paid by Seller.----------

-----2.9. Through the Purchase-Sale Deed, Buyer will acquire recordable fee simple title to the PROPERTY and the possession thereof, "as is, where is", free and clear of occupants, liens and encumbrances, except permitted encumbrances disclosed in this deed, if any. During the Term of the Option, Seller will have the possession of the PROPERTY and will be allowed to conduct legal business activities in the PROPERTY.----------

-----2.10. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of this public deed and of the Purchase-Sale Deed will be paid by Buyer.----------

-----2.11. This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them.----------

-----2.12. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of Puerto Rico in the event of any litigation pursuant to this public deed.

-----2.13. All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

------TO SELLER:----------
------CPD LLC ----------
------Urbanización Finca Elena----------
------#86 Almendro Street----------
------Guaynabo, PR 00971----------
------Attention: Lee Daniel Cardona Rodríguez----------
------Electronic Mail: crel15273@gmail.com----------

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------TO BUYER:----------
------CABO ROJO LAND ACQUISITION LLC----------
-------250 Muñoz Rivera Avenue----------
-------Suite 440----------
-------San Juan, PR 00918----------
------Attention: Eileen Sawyer----------
-----Electronic Mail: roberto.ruiz@ccgc.com.do----------

------TO THE BROKER:----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920----------
------Attention: José Enrique Pérez Cruz----------
-----Electronic Mail: passportre@gmail.com----------

-----2.14. Seller represents and warrants to Buyer that, to the best of Seller's knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the PROPERTY, and that the PROPERTY has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----2.15. The appearing parties acknowledge that the Broker, mister José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the subject of this Option. The fees to Mr. Pérez Cruz and his associates, if any, for said service will be the responsibility of Buyer and paid simultaneously with the execution of the Purchase-Sale Deed, only if the Option is exercised by Buyer and Buyer buys the PROPERTY pursuant to the Option. Said fees will amount to TWENTY ONE THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($21,750), equivalent to five percent (5%) of the purchase-sale price of the PROPERTY. Seller will have no

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obligation to pay fees or commissions to the Broker.----------

-----2.16. The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed.----------

-----2.17. In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgement or judicial order, then and in that event the rest of this public deed will continue in full force and effect.

-----2.18. During the Term, Buyer and its employees, agents and/or contractors are authorized to enter the PROPERTY to make studies, identify boundaries, take measurements and make inspections, during business days and hours, and the persons entering the PROPERTY pursuant to this authorization will be responsible for the damages suffered or caused by them in the PROPERTY. Every employee who enters the PROPERTY pursuant to this authorization will be insured by a valid policy of the Puerto Rico State Insurance Fund, and, if applicable, of the "Chauffers' Insurance" or "Seguro Choferil". In addition, Buyer will have in place, during the term of the Option, a public liability insurance policy covering damages caused or suffered in the PROPERTY by the persons who enter it pursuant to this authorization, with a minimum coverage of ONE MILLION DOLLARS ($1,000,000) per occurrence. Seller will appear as co-insured in the policy, together with Buyer.----------

-----2.19. During the Term, Buyer is authorized to seek the approvals, permits and endorsements necessary for the

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development in the PROPERTY of a residential, recreational and tourism project, or of part of a residential, recreational and tourism project, provided the existing zoning of the PROPERTY is not changed, and that such approvals, permits and endorsements (i) comply with the requirements of the existing zoning of the PROPERTY; and (ii) do not negatively affect and/or diminish the value or quality of the PROPERTY. Seller hereby commits to confirm this authorization in writing if required by Buyer, for presentation to the corresponding public or governmental agencies and entities. If the PROPERTY is not purchased by Buyer, all approvals, permits and endorsements obtained by Buyer for the PROPERTY pursuant to the aforesaid authorization, and any studies, map surveys, designs or any other resource used to obtain those permits and approvals, will be transferred and assigned by Buyer to Seller at the end of the Term, at no cost to Seller.----------

-----2.20. The PROPERTY may not be altered during the Term, except only if specifically authorized in advance, in writing, by Seller and Buyer.----------

-----2.21. The Option is not transferable by Seller. Conversely, Buyer is authorized to transfer or assign this agreement and all its rights and obligations hereunder, at the sole option and discretion of Buyer.----------

---THIRD: Additional Documentation. The parties hereto agree to execute and deliver any additional instruments and documents that may be necessary to record the transaction

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contemplated in this deed in the Registry. Any costs and expenses, including attorneys' fees, incurred in connection with the execution of any additional instruments and documents shall be for the account of the Buyer.----------

---**FOURTH:** Request to the Registrar. The Honorable Registrar of the Property of Puerto Rico is respectfully requested to record in the Registry of the Property of Puerto Rico the Option, as set forth in this deed.----------

---**FIFTH:** If Buyer does not purchase the PROPERTY pursuant to the Option (except for reasons attributable to Seller), Buyer will, within thirty (30) consecutive calendar days after the end of the Term, at Buyer's cost and expense, (i) cancel the lien or encumbrance on the PROPERTY created by the Option; and (ii) file for recordation in the Registry any and all documents needed for the recording of said cancellation in the Registry. If the appearance of Seller is required in said cancellation, Seller will appear therein.---------

----------ACCEPTANCE AND WARNINGS----------

---The appearing parties to this deed accept the same as drafted because it has been drawn up in accordance with their stipulations, terms and conditions. I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this deed and they were fully advised by me thereon. Specifically, I advised them of the following:----------

-----(a) That any liens or encumbrances affecting title to the PROPERTY that may be filed for recordation prior to the filing of this deed may be legally binding and could take

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precedence over this deed.----------

-----(b) It is advisable to verify the status of liens and encumbrances on the PROPERTY as they may appear from the Registry on the date hereof and of the adverse consequences which may result from the failure to do so. To this effect, the appearing parties have been warned and advised by the subscribing Notary Public about the following: (i) that the digital system of recordation of the Digital Registry of Immovable Property of the Commonwealth of Puerto Rico provides Access to the Electronic Diary of Daily Operations, the Electronic Book of Recordations, and the Single Book of Liens ("Libro Unico de Embargos") twenty four (24) hours a day, seven (7) days a week for both inquiries and filings which may affect the registration or rights under this deed; (ii) that said electronic books have been reviewed up to the date of the title search prepared for this transaction; and (iii) that the authorizing Notary Public has not consulted the Registry in any way whatsoever after the date of the aforementioned title search, to all of which the appearing parties give their acceptance and compliance, being fully aware of its consequences.----------

-----(c) That this deed was prepared in accordance with title searches (the "Title Search"), prepared by Capital Title Services, LLC, a company engaged in such business, and not by the undersigned Notary. The aforementioned Title Search is dated April seventeen (17), two thousand twenty four (2024).----------

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-----(d) The appearing parties accept the Title Search mentioned above, and are satisfied with the contents thereof. Consequently, the appearing parties release the Notary from any responsibility due to errors or omissions in said Title Search and/or due to any changes in the title to the PROPERTY or in its liens and encumbrances that might occur between the date of the Title Search and the date this deed is presented to the Registry for registration.----------

-----(e) The necessity and convenience of obtaining a negative certification of debt from the Municipal Revenue Collection Center tax rolls (CRIM – Centro de Recaudaciones de Ingresos Municipales) regarding the PROPERTY.----------

-----(f) This deed must be recorded in the appropriate Section of the Registry of the Property of Puerto Rico in order to notify its existence to third-parties.----------

---The appearing parties waived the right which I advised them they had to have witnesses to the execution of this deed; but, upon my advice, made use of their right to read the same, and, finding it drafted to their entire satisfaction, having been advised by me, the Notary, of the pertinent legal warnings and reservations, acknowledging that they have understood this deed in all its parts, fully ratify and confirm the statements contained herein as the true and exact embodiment of their stipulations, terms, and conditions, proceed to sign before me, and to affix their initials on each folio of the same.----------

---And I, the Notary, do hereby CERTIFY AND ATTEST as to my personal knowledge or identification of the appearing

G. J. F. R.

MARIA DEL ROSARIO PUJOL THOMPSON
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parties and as to their personal circumstances, in accordance with their statements, as well as to all other things herein contained.----------

---I, the Notary, CERTIFY AND GIVE FAITH.----------

G.D.F.R.

MARIA DEL ROSARIO PUJOL THOMPSON
ABOGADO-NOTARIO





MARIA DEL ROSARIO PUJOL THOMPSON
ABOGADO-NOTARIO

MORELL · CARTAGENA · DAPENA

JORGE ANTONIO MORALES CORDERO

Plaza 273 Suite 700
273 Ponce de León
San Juan, PR 00917-1934
787-723-1233; 787-729-1974
jorge.morales@mbcdlaw.com

CERTIFIED COPY OF DEED NUMBER FORTY-TWO (42)

PURCHASE AND SALE

EXECUTED IN SAN JUAN, PUERTO RICO
ON DECEMBER 14, 2023

BEFORE:

JORGE ANTONIO MORALES CORDERO

BY:

DAVID CARTAGENA GARCÍA
MIRIAM PÉREZ VALENTÍN

("SELLERS")

AND

CABO ROJO LAND ACQUISITION LLC

("BUYER")

----------**DEED NUMBER FORTY-TWO (42)**----------

----------**PURCHASE AND SALE** ----------

---In San Juan, Puerto Rico, on this fourteenth (14th) day of December, two thousand twenty-three (2023) ----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with offices and residence in San Juan, Puerto Rico,----------

----------**APPEAR**----------

---AS THE PARTY OF THE FIRST PART: **DAVID CARTAGENA GARCÍA** and **MIRIAM PÉREZ VALENTÍN**, of legal age, married to each other, property owners and residents of Cabo Rojo, Puerto Rico (hereinafter, "Sellers"). ----------

---AS THE PARTY OF THE SECOND PART: **CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of Puerto Rico, represented herein by its Authorized Representative, Gladys Omayra Fontánez Reyes, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, and whose authority to represent Buyer in this public deed arises from the Certificate of Resolution of Buyer, signed by Eileen Sawyer, as Manager of Buyer, on August twenty-three (23), two thousand twenty-three (2023), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engines of the Department of State and the Office of Information Technology Services of the State of New York. I further certify that I have examined the original of the aforesaid Certificate of Resolution of Cabo Rojo Land Acquisition LLC, and that, in my opinion, it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law to

JORGE A. MORALES CORDERO ABOGADO NOTARIO

authorize Ms. Fontánez Reyes to appear herein on behalf of Buyer. ------

---I, the Notary, do hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily ----------

----------**STATE AND AGREE**----------

---**FIRST:** Sellers are the owners in fee simple title ("*pleno dominio*"), and have the possession of the parcel of land described in the Spanish language as follows (hereinafter, the "Property"):----------

---"RUSTICA: Porción de terreno con una cabida de seis (6) cuerdas, equivalentes a dos (2) hectáreas, treinta y cinco (35) áreas, ochenta y dos (82) centiáreas y treinta y cuatro (34) miliáreas, radicada en el barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico. En lindes, por el NORTE, con terrenos propiedad de Enrique Carlo Aymat; por el SUR, con la carretera estatal número trescientos uno (301) que de Cabo Rojo conduce al Faro; por el ESTE, con porción de terreno propiedad de Belford Torres Vélez, antes, hoy James Cuevas; y por el OESTE, con terrenos de Belford Torres Vélez."----------

---The Property is recorded at page 135 of volume 146 of Cabo Rojo, property number 4,523, Section of San Germán of the Registry of Property of Puerto Rico (the "Registry").----------

---The Property was acquired by Sellers pursuant to Deed Number Thirteen (13), executed in Cabo Rojo, Puerto Rico, on March sixteen (16), two thousand twenty-two (2022), before Notary Ramón Guillermo Vélez Rivera, filed and pending recordation at *Karibe* entry 2022-039984-SG01.----------

---The tax identification number ("*número de catastro*") assigned by the Municipal Revenue Collection Center ("CRIM") to the Property is 403-000-002-15-000. ----------

---The Property is subject to the following liens and/or encumbrances:---

---By its origin, the Property is free and clear of liens and encumbrances.

---By itself, the Property is subject to:----------

-----A) Easement in favor of the Puerto Rico Electric Power Authority,

resulting from Eminent Domain proceedings, in accordance with a Resolution issued on December twenty-seven (27), two thousand six (2006) by the Puerto Rico Court of First Instance, San Juan Part, under Civil Case Number KEF2006-0727 (1003), recorded at page 178 of volume 940 of Cabo Rojo, fifth (5tht) inscription (hereinafter, the "Permitted Encumbrance". ----------

---**SECOND:** Sellers granted to Buyer an option to purchase the Property, pursuant to a purchase agreement ("*Contrato de Promesa Recíproca de Compraventa*") executed on August twenty-eight (28), two thousand twenty-three (2023), later amended to extend the term of the option granted thereunder (hereinafter, the "Purchase Agreement"). ------

----------**PURCHASE AND SALE**----------

---**THIRD:** Pursuant to the Purchase Agreement, Sellers hereby sell, convey and transfer fee simple title ("*pleno dominio*") to the Property and the possession thereof to Buyer, and Buyer hereby purchases from Sellers fee simple title to the Property and the possession thereof, in accordance with the following----------

----------**TERMS AND CONDITIONS**----------

-----One: The purchase price is the lump sum of **NINE HUNDRED THOUSAND DOLLARS ($900,000)** (hereinafter, the "Purchase Price"). ----------

-----Two: The Purchase Price is payable as follows: ----------

------(A) The sum of FORTY-FIVE THOUSAND DOLLARS ($45,000) was paid by Buyer to Sellers prior to the execution hereof, as security deposit under the Purchase Agreement, which amount is being applied in its entirety to the Purchase Price. ----------

----------B. The sum of EIGHT HUNDRED FIFTY-FIVE THOUSAND DOLLARS ($855,000) has been paid by Buyer to Sellers concurrently with the execution hereof, through a manager's check issued to the order of Sellers, and Sellers hereby acknowledge receipt thereof in form and

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substance acceptable to Buyer. ----------

-----Three: Buyer shall be entitled to the immediate possession of the Property, without any additional formality, document or request. ---------

-----Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of Sellers and, thereafter, for the account of Buyer. ----------

-----Five: Sellers hereby deliver to Buyer fee simple title to the Property, vacant, and free and clear of all liens, encumbrances or defects, except for the Permitted Encumbrance. ----------

-----Six: Buyer specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) Sellers hereby sell and Buyer hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from Sellers or any of Sellers' agents, employees, members, representatives, attorneys or brokers (each such party, a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by Sellers to Buyer (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof, its facilities, soils, geology, and groundwater; (b) the dimensions, area, and size of the Property; (c) the development or income potential, or rights of or relating to the Property or the adequacy of the Property for any particular purpose, (d) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants,

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conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of Buyer or any other person to obtain any necessary governmental approvals, licenses, or permits for Buyer's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters regarding the operation of the Property. Buyer further acknowledges and agrees that Sellers are under no duty to make any inquiry regarding any matter that may or may not be known to Sellers or any Seller Affiliate. Upon execution of this public deed, Buyer shall assume the risk of adverse matters relating to adverse investigations, and Buyer, upon execution of this public deed, shall be deemed to have waived, relinquished and released Sellers and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which Buyer might have asserted or alleged or may assert or allege in the future against Sellers or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution of this deed.----------

-----Seven: Sellers represent and warrant to Buyer that, to the best of Sellers' knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that, to the best of Sellers' knowledge, the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----Eight: The notarial fees, stamps on the original, stamps on the first certified copy, filing and recording rights of this Deed at the Registry will be paid by Buyer.----------

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-----Nine: This Deed will be interpreted and governed in accordance with the laws of the Commonwealth of Puerto Rico. The appearing parties submit themselves to the exclusive jurisdiction of the Court of First Instance of the Commonwealth of Puerto Rico in the event of any litigation arising out of this Deed.----------

-----Ten: All notices to the parties pursuant to this Deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

----To SELLERS:----------

------David Cartagena García and Miriam Pérez Valentín----------
------PO Box 3----------
------Cabo Rojo, PR 00623 ----------
------Electronic Mail: davidcartagena011@gmail.com ----------

------To BUYER: ----------

------Cabo Rojo Land Acquisition LLC ----------
------733 Third Avenue ----------
------New York, NY 10017----------
------Attention: Eileen Sawyer----------
------Electronic Mail: roberto.ruiz@ccgc.com.do ----------

-----Eleven: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

-----Twelve: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the remaining provisions of this Deed will continue in full force and effect.----------

-----Thirteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver such documents or instruments, public or private, which may be necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any correction deed. Any costs and expenses incurred in connection with the execution

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and registration of any additional instruments and documents shall be for the account of Buyer, except that each party shall bear the fees of their respective counsel.----------

---**THIRD:** The Notary advises Buyer as to the importance of filing the corresponding property tax exemption and/or change of ownership Application before the CRIM, and to obtain, prior to the execution of this deed, a certification indicating whether any sums related to property taxes are owed by Sellers. Pursuant to applicable law, Buyer is responsible for filing at the CRIM the corresponding application for property tax exemption and /or change of ownership, within thirty (30) days from the date of execution hereof. Buyer hereby declares that it is fully aware of the aforementioned obligations and releases the undersigned Notary from this responsibility.----------

----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ---

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions in the preparation of such title abstract. Said title abstract was prepared by Maribel Vargas Ramos on November twenty-four (24), two thousand twenty-three (2023);----------

-----(c) that after the date of such title abstract and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance

and reflects only the state of the Property in the Registry as of the date of the title abstract.----------

-----(d) of the convenience of confirming the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification; ----------

-----(e) of the right of the Buyer to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.;----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property;----------

-----(h) of the importance of recording a copy of this deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this deed is not recorded at the Registry;----------

-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property;----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations;----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading,

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understanding and acceptance of its contents. ----------

-----(l) of the need and consequences to the Sellers of filing the *Planilla Informativas Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles* with the Puerto Rico Treasury Department; and ----------

-----(m) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et seq*., is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Seller, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the seller and its agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed.----------

----------**READING, ACCEPTANCE AND EXECUTION** ----------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their

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initials on each page thereof. ----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

---Signed, sealed, marked and flourished by the authorizing Notary, Jorge Antonio Morales Cordero. ----------

---Therein also appear the signature of the appearing parties and their initials on the margin of each page. The corresponding internal revenue stamps, legal assistant stamps and the notarial tax stamp are adhered thereon. ----------

---I, the Notary, CERTIFY that the foregoing is a true and exact copy of Deed Number Forty-Two (42), which contains ten (10) pages (folios), the original of which forms part of my protocol of public instruments for the year two thousand twenty-three (2023). ----------

---IN WITNESS WHEREOF, and to deliver to Cabo Rojo Land Acquisition LLC, I issue the first certified copy, which I sign, seal, mark and flourish in San Juan, Puerto Rico, on December fourteen (14), two thousand twenty-three (2023). ----------

JORGE A. MORALES CORDERO
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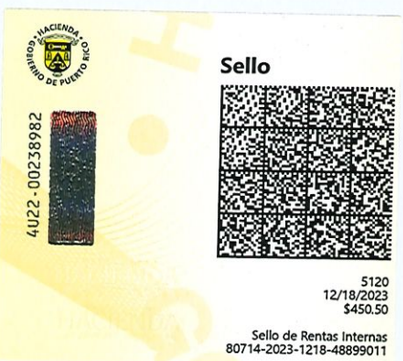
NOTARY

JORGE A. MORALES CORDERO
ABOGADO NOTARIO







DEPARTAMENTO *de* JUSTICIA

ESTADO LIBRE ASOCIADO DE PUERTO RICO

CERTIFICACIÓN DEL NOTARIO QUE PRESENTA DOCUMENTO EN EL REGISTRO DE LA PROPIEDAD INMOBILIARIA DE PUERTO RICO POR LA VÍA TELEMÁTICA

CERTIFICO: Que la copia en formato PDF de la Escritura Núm. Cuarenta y Dos (42) sobre "Purchase and Sale", autorizada por mí en San Juan el catorce (14) de diciembre de dos mil veintitrés (2023), que estoy presentando en esta fecha en el Registro de la Propiedad, es una copia fiel y exacta de la copia certificada de dicha escritura.

En San Juan, Puerto Rico, hoy dieciocho (18) de diciembre de dos mil veintitrés (2023).

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

_____
Notario

CERTIFICO que en la misma fecha y lugar de su otorgamiento expedí primera copia certificada a favor de PR Investco LLC. DOY FE. ----------

Notario(a) Público(a)

Mediante la presente Escritura se inicia el Tomo Uno (1) de mi Protocolo de Instrumentos Públicos del año dos mil veintitrés (2023), hoy día veintidós (22) de febrero de dos mil veintitrés (23).----------

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----DEED NUMBER ONE (1)----------

------ DEED OF OPTION TO PURCHASE REAL ESTATE ------

---In the City of San Juan, Puerto Rico, on this twenty second (22nd) day of February, two thousand twenty three (2023),-------

---------- BEFORE ME, ----------

---FRANCISCO PUJOL MENESES, Attorney-at-Law and Notary Public in and for the Commonwealth of Puerto Rico, with residence in San Juan, Puerto Rico, and offices located at Suite two hundred (200), Puerta del Condado Building, one thousand ninety five (1095) Wilson Street, San Juan, Puerto Rico,--------

---------- APPEAR: ----------

---AS PARTY OF THE FIRST PART: FERNANDO ALBERTO DIEZ ANTONGIORGI and his wife, ARLENE DIVINA RAMIREZ KURTZ, both of legal age, married to each other, attorney at law and property owner respectively, and residents of Cabo Rojo, Puerto Rico (hereinafter "Diez"), who appear herein in their respective personal capacities and as representatives of the conjugal partnership constituted by and

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between them;----------

---AS PARTY OF THE SECOND PART: LOMA LINDA, S.E. (hereinafter "Loma Linda"), a special partnership organized and existing pursuant to the laws of Puerto Rico, constituted as per deed number four (4), executed in Mayaguez, Puerto Rico, on June first (1st), two thousand four (2004), before notary public Jaime E. Sepúlveda Seda, represented herein by its Administrator, FERNANDO ALBERTO DIEZ ANTONGIORGI, who is of legal age, married, attorney at law and resident of Cabo Rojo, Puerto Rico. The capacity of Fernando Alberto Diez Antongiorgi to represent Loma Linda in this public deed arises from Certificate of Unanimous Consent of all the Members of Loma Linda, signed by all the members of the Loma Linda, executed on December twenty six (26), two thousand twenty two (2022), in Cabo Rojo, Puerto Rico, an original of which I, the Notary, hereby certify to have had before me, and which, in my opinion, is in full compliance with all legal requirements to authorize Fernando Alberto Diez Antongiorgi to appear in this public deed on behalf of Loma Linda;----------

---Diez and Loma Linda will be referred jointly hereinafter as "Sellers".----------

---AS PARTY OF THE THIRD PART: PR INVESTCO LLC (hereinafter "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of the State of Delaware, United States of America, represented herein by its authorized representative, MS. GLADYS OMAYRA FONTANEZ REYES, who is of legal age, single,

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FRANCISCO PUJOL MENESES
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attorney-at-law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this public deed arises from Certificate of Resolution of PR INVESTCO LLC signed by Eileen Sawyer in her capacity of Manager of PR INVESTCO LLC, executed on January thirtieth (30th), two thousand twenty three (2023), in New York, New York, United States of America, before notary public Eric Orenstein, an original of which I, the Notary, hereby certify to have had before me, and which, in my opinion, is in full compliance with all legal requirements to authorize Ms. Gladys Omayra Fontanez Reyes to appear in this public deed on behalf of Buyer; and---

---**AS THE PARTY OF THE FOURTH PART:** Mister **JOSE ENRIQUE PEREZ CRUZ**, also known as José E. Pérez (hereinafter the "Broker"), who is of legal age, married, real estate broker, and resident of Bayamón, Puerto Rico.----------

---I, the Notary, certify that I am personally acquainted with all parties, and through their statements, I further certify as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and accordingly they do hereby----------

----------STATE AND AGREE----------

---**FIRST:** The Property; Title, Liens and Encumbrances.-------

-----One. Title. Diez is the sole owner in fee simple ("pleno dominio") and has the possession of the parcels of land described in the Spanish Language as follows (hereinafter "PROPERTY ONE (1)", "PROPERTY TWO (2)" and

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"PROPERTY THREE (3)":----------

----------PROPERTY ONE (1)----------

---"**RUSTICA:** Parcela marcada con el Número Cuarenta y Cuatro (44) de la finca Bahía Bonita, radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de veintiún mil setecientos dieciocho metros sesenta y tres decímetros cuadrados (21,718.63 m.c.). En linderos: NORTE, con la Parcela Número Cuarenta y Tres (43); SUR, con la Parcela Número Cuarenta y Cinco (45) y con la Parcela Número Ciento Diez que contiene parte de la servidumbre de paso para su acceso de quince (15) metros de ancho de los cuales siete punto cincuenta (7.50) metros pertenecen a esta parcela; ESTE, con la Parcela Número Ciento Doce (112), la cual contiene parte de la servidumbre de paso para su acceso de quince (15) metros de ancho; OESTE, con Monte Carlo Development Corporation. Esta parcela está afectada por una servidumbre de paso compuesta de setecientos cuarenta y dos punto treinta y dos metros cuadrados (742.32 m.c.), la cual se compone de siete punto cincuenta (7.50) metros lineales de ancho por noventa y cuatro punto treinta y seis (94.36) metros lineales de largo por su colindancia Sur.--------
---Rectificada la cabida por haber sido objeto de mensura por el Agrimensor Frank Lozada Díaz, con licencia número cinco mil setecientos ochenta y siete (5,787), certificada mediante declaración jurada quince mil doscientos noventa y nueve (15,299), del diez (10) de febrero de dos mil cuatro (2004), ante el notario Luis Roberto Santos y Escritura Número Veintinueve (29), otorgada en Mayagüez, Puerto Rico, el día trece (13) de febrero de dos mil cuatro (2004), ante el mismo notario. Inscrita al folio ciento cincuenta y cuatro (154), vuelto, del tomo ochocientos cuarenta y uno (841) de Cabo Rojo, inscripción cuarta (4ta.)."----------

---PROPERTY ONE (1) is property number eighteen thousand seven hundred ninety two (18,792), recorded at page one hundred fifty four (154), of volume eight hundred forty one (841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

---PROPERTY ONE (1) was acquired by Diez, as per Deed Number Twenty Three (23), executed in Cabo Rojo, Puerto Rico, on December twenty nine (29), two thousand eleven (2011), before notary public Carlos Wilfredo Lamboy Santiago, presented at entry number two thousand nineteen

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dash one two zero four four nine dash S G zero one (2019-120449-SG01), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

---The real property tax identification number ("número de catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to PROPERTY ONE (1) is four zero two dash zero zero nine dash three twenty seven dash eighty five dash zero zero zero (402-009-327-85-000).----------

---PROPERTY ONE (1) is subject to the following liens and/or encumbrances:----------

---By its origin, PROPERTY ONE (1) is free and clear of liens and encumbrances.----------

---By itself, PROPERTY ONE (1) is subject to the following liens and encumbrances:----------

-----(A) Restrictive covenants about use and edification, constituted as per Deed Number One Hundred Thirty Three (133), executed in Mayaguez, Puerto Rico, on November twenty (20), two thousand three (2003), before notary public Luis Roberto Santos, recorded at page one hundred fifty four (154), of volume eight hundred forty one (841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, parcel number eighteen thousand seven hundred ninety two (18,792), third (3rd) recording.----------

-----(B) Mortgage guaranteeing six (6) mortgage notes, in favor of its bearer, in the principal sum of two hundred seventy five thousand dollars ($275,000). The six (6) mortgage notes are described as follows: Mortgage Note One (1), in the principal sum of fifty thousand dollars

($50,000), due on May fourteen (14), two thousand five (2005), with interest rate at five percent (5%) per annum; Mortgage Note Two (2), in the principal sum of fifty thousand dollars ($50,000), due on May fourteen (14), two thousand six (2006), with interest rate at five percent (5%) per annum; Mortgage Note Three (3), in the principal sum of fifty thousand dollars ($50,000), due on May fourteen (14), two thousand seven (2007), with interest rate at five percent (5%) per annum; Mortgage Note Four (4), in the principal sum of fifty thousand dollars ($50,000), due on May fourteen (14), two thousand eight (2008), with interest rate at five percent (5%) per annum; Mortgage Note Five (5), in the principal sum of fifty thousand dollars ($50,000), due on May fourteen (14), two thousand nine (2009), with interest rate at five percent (5%) per annum; and Mortgage Note Six (5), in the principal sum of twenty five thousand dollars ($25,000), due on May fourteen (14), two thousand ten (2010), with interest rate at five percent (5%) per annum, constituted by Deed Number Seventy Seven (77), executed in Mayaguez, Puerto Rico, on May fourteen (14), two thousand four (2004), before notary public Luis Roberto Santos, recorded at the overleaf of page one hundred fifty four (154), of volume eight hundred forty one (841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, parcel number eighteen thousand seven hundred ninety two (18,792), sixth (6th) and last recording.----------

----------PROPERTY TWO (2)----------

---**"RUSTICA:** Parcela marcada con el Número Cincuenta y

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Ocho (58) de la finca Bahía Bonita, radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida de veinte mil quinientos noventa y tres metros cuarenta decímetros cuadrados (20,593.40), equivalentes a cinco (5) cuerdas con dos mil trescientos noventa y cinco diez milésimas de otra (5.2395 cdas.). En linderos: NORTE, con la Parcela Número Cincuenta y Nueve (59) que contiene la servidumbre de paso para su acceso de quince (15) metros de ancho para esta parcela; SUR, con la Parcela Número Treinta y Cuatro (34) que contiene la servidumbre de paso para su acceso de quince (15) metros de ancho para esta parcela; ESTE, con la Parcela Número Cincuenta y Siete (57); OESTE, con las Parcelas Número Ciento Nueve (109), Ciento Once (111) y Cuarenta y Seis (46), las cuales todas contienen parte de la servidumbre de paso para su acceso de quince (15) metros de ancho de los cuales siete punto cincuenta (7.50) metros pertenecen a esta parcela. Esta parcela está afectada por una servidumbre de paso compuesta de mil seiscientos cuarenta y siete punto noventa y seis metros cuadrados (1,647.96 m.c.) la cual se compone de siete punto cincuenta (7.50) metros lineales de ancho por doscientos veinte punto treinta y dos (220.32) metros lineales de largo por su colindancia Oeste.----------

---Rectificada la cabida por haber sido objeto de mensura por el Agrimensor Frank Lozada Díaz, con licencia número cinco mil setecientos ochenta y siete (5,787), certificada mediante declaración jurada quince mil trescientos (15,300), del diez (10) de febrero de dos mil cuatro (2004), ante el notario Luis Roberto Santos y Escritura Número Treinta y Siete (37), otorgada en Mayagüez, Puerto Rico, el día uno (1) de marzo de dos mil cuatro (2004), ante el mismo notario. Inscrita al folio ciento noventa y tres (193), vuelto, del tomo ochocientos cuarenta y uno (841) de Cabo Rojo, inscripción cuarta (4ta.).”-

---PROPERTY TWO (2) is property number eighteen thousand seven hundred ninety six (18,796), recorded at page one hundred ninety three (193), of volume eight hundred forty one (841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

---PROPERTY TWO (2) was acquired by Diez, as per Deed Number Twenty Four (24), executed in Cabo Rojo, Puerto Rico, on December twenty nine (29), two thousand eleven (2011), before notary public Carlos Wilfredo Lamboy Santiago, presented at entry number two thousand nineteen

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dash one two nine four four nine S G zero one (2019-129449-SG01), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico. Said deed was clarified by Deed Number Twenty Three (23), , executed in Cabo Rojo, Puerto Rico, on December twenty six (26), two thousand twenty two (2022), before notary public Carlos Wilfredo Lamboy Santiago, presented at entry two thousand twenty two dash one six five one six two dash "S" "G" zero one (2022-165162-SG01) of Cabo Rojo, First Section of San Germán of the Registry of the Property of Puerto Rico.----------

---The real property tax identification number ("número de catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to PROPERTY TWO (2) is four zero two dash zero zero nine dash three twenty seven dash sixty nine dash zero zero zero (402-009-327-69-000).----------

---PROPERTY TWO (2) is subject to the following liens and/or encumbrances:----------

---By its origin, PROPERTY TWO (2) is free and clear of liens and encumbrances.----------

---By itself, PROPERTY TWO (2) is subject to the following liens and encumbrances:----------

-----(A) Restrictive covenants about use and edification, constituted as per Deed Number One Hundred Thirty Three (133), executed in Mayaguez, Puerto Rico, on November twenty (20), two thousand three (2003), before notary public Luis Roberto Santos, recorded at the overleaf of page one hundred ninety three (193), of volume eight hundred forty one

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(841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, parcel number eighteen thousand seven hundred ninety six (18,796), third (3rd) recording.----------

-----(B) Mortgage guaranteeing six (6) mortgage notes, in favor of its bearer, in the principal sum of three hundred thousand dollars ($300,000), with interest rate at twelve per cent (12%) per annum over the prevailing Prime Rate and due upon demand, constituted by Deed Number Sixteen (16), executed in Bayamón, Puerto Rico, on May fourteen (14), two thousand eight (2008), before notary public Edwin Gutiérrez Torres, recorded at the overleaf of page one hundred ninety three (193), of volume eight hundred forty one (841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, parcel number eighteen thousand seven hundred ninety six (18,796), fifth (5th) and last recording.-------

----------PROPERTY THREE (3)----------

---**"RUSTICA:** Parcela marcada con el Número Cincuenta y Nueve (59) del Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida cinco cuerdas (5 cdas.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En linderos: NORTE, con la Parcela Número Sesenta (60) y servidumbre de paso de diez (10) meteros de ancho de los cuales cinco (5) metros pertenecen a esta parcela; SUR, con la Parcela Número Cincuenta y Ocho (58) y servidumbre de paso de diez (10) metros de ancho de los cuales cinco (5) metros pertenecen a esta parcela; ESTE, con la Sucesión Morales Díaz; y OESTE, con la Parcela Número Cuarenta y Seis (46) y servidumbre de paso de diez (10) metros de ancho de los cuales cinco (5) metros pertenecen a esta parcela."----------

---PROPERTY THREE (3) is property number eighteen thousand seven hundred ninety seven (18,797), recorded at page one hundred ninety nine (199), of volume eight hundred

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forty one (841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

---PROPERTY THREE (3) was acquired by Diez, as per Deed Number Twenty Six (26), executed in Cabo Rojo, Puerto Rico, on December twenty nine (29), two thousand eleven (2011), before notary public Carlos Wilfredo Lamboy Santiago, presented at entry number two thousand twenty two dash one six five seven nine six "S""G" zero one (2022-165796-SG01), of Cabo Rojo, First Section of San Germán of the Registry of the Property of Puerto Rico, clarified by Deed Number Twenty Four (24), of December twenty six (26), two thousand twenty two (2022), executed in Cabo Rojo, Puerto Rico, before notary public Carlos Wilfredo Lamboy Santiago, presented at entry number two thousand twenty two dash one six five seven nine six "S""G" zero one (2022-165796-SG01), of Cabo Rojo, First Section of San Germán of the Registry of the Property of Puerto Rico.----------

---The real property tax identification number ("número de catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to PROPERTY THREE (3) is four zero two dash zero zero nine dash three twenty seven dash seventy one dash zero zero zero (402-009-327-71-000).----------

---PROPERTY THREE (3) is subject to the following liens and/or encumbrances:----------

---By its origin, PROPERTY THREE (3) is free and clear of liens and encumbrances.----------

---By itself, PROPERTY THREE (3) is subject to the following liens and encumbrances:----------

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-----(A) Restrictive covenants about use and edification, constituted as per Deed Number One Hundred Thirty Three (133), executed in Mayaguez, Puerto Rico, on November twenty (20), two thousand three (2003), before notary public Luis Roberto Santos, recorded at page one hundred ninety nine (199), of volume eight hundred forty one (841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, parcel number eighteen thousand seven hundred ninety seven (18,797), third (3rd) recording.----------

-----(B) Mortgage guaranteeing six (6) mortgage notes, in favor of its bearer, in the principal sum of one million five hundred seventy one thousand four hundred twenty eight dollars and fifty four cents ($1,571,428.54), of which one hundred forty two thousand eight hundred fifty seven dollars with fourteen cents ($142,857.14) corresponds or encumbers to PROPERTY THREE (3), with no interest and due upon demand, constituted by Deed Number Fifty Nine (59), executed in Mayaguez, Puerto Rico, on April six (6), two thousand four (2004), before notary public Luis Roberto Santos, recorded at page one hundred ninety nine (199), of volume eight hundred forty one (841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, parcel number eighteen thousand seven hundred ninety seven (18,797), fifth (5th) and last recording. PROPERTY THREE (3) was released from this mortgage pursuant to Deed Number Forty (40), executed in Mayaguez, Puerto Rico, on July ten (10), two thousand ten (2010), before notary public Luis Roberto Santos, presented for recording at entry two

thousand twenty two dash one five one nine five six dash "S" "G" zero one (2022-151956-SG01) of the First Section of San Germán of the Registry of the Property of Puerto Rico.----------

-----Two: Loma Linda is the sole owner in fee simple ("pleno dominio") and has the possession of the parcel of land described in the Spanish language as follows (hereinafter "PROPERTY FOUR (4)":----------

----------PROPERTY FOUR (4)----------

---"**RUSTICA:** Parcela marcada con el Número Sesenta (60) de la finca Bahía Bonita, radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida de diecinueve mil setecientos seis metros noventa y dos decímetros cuadrados (19,706.92 m.c.), equivalentes a cinco punto cero uno cuatro cero cuerdas (5.0140 cdas.). En linderos: NORTE, con la Parcela Número Sesenta y Uno (61) la cual contiene parte de la servidumbre de paso para su acceso de quince (15) metros de ancho; SUR, con la Parcela Número Cincuenta y Nueve (59) que contiene la servidumbre de paso para su acceso de quince (15) metros de ancho para esta parcela; ESTE, con finca de los Ramírez de Arellano; y OESTE, con las Parcelas Número Ciento Cuatro (104) y Ciento Nueve (109) las cuales ambas contienen parte de la servidumbre de paso para su acceso de quince (15) metros de ancho de los cuales siete punto cincuenta (7.50) metros pertenecen a esta parcela. Esta finca está afectada por una servidumbre de paso compuesta de mil veintiocho punto veintiuno metros cuadrados (1,028.21 m.c.) la cual se compone de siete punto cincuenta (7.50) metros lineales de ancho por ciento treinta y siete punto catorce (137.14) metros lineales de largo por su colindancia Oeste.----------

---Rectificada la cabida por haber sido objeto de mensura por el Agrimensor Frank Lozada Díaz, con licencia número cinco mil setecientos ochenta y siete (5787), certificada mediante declaración jurada número quince mil trescientos uno (15,301) del diez (10) de febrero de dos mil cuatro (2004), ante el notario Luis Roberto Santos y Escritura Número Treinta y Ocho (38), otorgada en Mayagüez, Puerto Rico, el uno (1) de marzo de dos mil cuatro (2004), ante el mismo notario e inscrita al folio doscientos dos (202), del tomo ochocientos cuarenta y uno (841) de Cabo Rojo, Sección de San Germán del Registro de la Propiedad de Puerto Rico, finca número dieciocho mil setecientos noventa y ocho (18,798), inscripción cuarta (4ta.).----------

---PROPERTY FOUR (4) is property number eighteen thousand seven hundred ninety eight (18,798), recorded at

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page number two hundred and two (202), of volume eight hundred forty one (841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

---PROPERTY FOUR (4) was acquired by Loma Linda pursuant to Deed Number Ninety Six (96), executed in Mayaguez, Puerto Rico, on June eight (8), two thousand four (2004), before notary public Luis Roberto Santos, recorded at page two hundred and two (202), of volume eight hundred forty one (841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, parcel number eighteen thousand seven hundred ninety eight (18,798), fifth (5th) recording.----------

---The real property tax identification number ("número de catastro") assigned by the Muncipal Revenue Collection Center ("CRIM") to PROPERTY FOUR (4) is four zero two dash zero zero nine dash three hundred twenty seven dash seventy two dash zero zero zero (402-009-327-72-000).-------

---PROPERTY FOUR (4) is subject to the following liens and/or encumbrances:----------

---By its origin, PROPERTY FOUR (4) is free and clear of liens and encumbrances.----------

---By itself, PROPERTY FOUR (4) is subject to the following liens and encumbrances.----------

-----(A) Restrictive covenants about use and edification, constituted as per Deed Number One Hundred Thirty Three (133), executed in Mayaguez, Puerto Rico, on November twenty (20), two thousand three (2003), before notary public Luis Roberto Santos, recorded at page two hundred and two

(202), of volume eight hundred forty one (841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, parcel number eighteen thousand seven hundred ninety eight (18,798), third (3rd) recording.----------

-----(B) Mortgage guaranteeing six (6) mortgage notes, in favor of its bearer, in the principal sum of three hundred thousand dollars ($300,000), with no interest and due on June eight (8), two thousand nine (2009), constituted by Deed Number Ninety Seven (97), executed in Mayaguez, Puerto Rico, on June eight (8), two thousand four (2004), before notary public Luis Roberto Santos, recorded at the overleaf of page two hundred and two (202), of volume eight hundred forty one (841), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, parcel number eighteen thousand seven hundred ninety eight (18,798), fifth (5th) and last recording.----------

---PROPERTY ONE (1), PROPERTY TWO (2), PROPERTY THREE (3) and PROPERTY FOUR (4) will be jointly referred to hereinafter as the "Property".----------

---SECOND: Buyer wishes to acquire an option to buy the Property, with all its improvements, and rights and annexes, and Sellers wish to grant, and hereby grant, said option to Buyer (hereinafter the "Option"), which is done pursuant to this public instrument and in accordance with the following-----

----------TERMS AND CONDITIONS:----------

-----2.1. The purchase-sale price of the Property will be the lump sum of TWO MILLION ONE HUNDRED FIFTY THOUSAND DOLLARS ($2,150,000), of which SIX

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HUNDRED THOUSAND DOLLARS ($600,000) correspond to PROPERTY ONE (1), TWO HUNDRED THIRTY THOUSAND DOLLAS ($230,000) correspond to PROPERTY TWO (2), THREE HUNDRED NINETY FIVE THOUSAND TWO HUNDRED AND SIXTY NINE DOLLARS ($395,269) correspond to PROPERTY THREE (3) and NINE HUNDRED TWENTY FOUR THOUSAND SEVEN HUNDRED THIRTY ONE DOLLARS ($924,731) correspond to PROPERTY FOUR (4). Said TWO MILLION ONE HUNDRED FIFTY THOUSAND DOLLARS ($2,150,000) will be paid as follows:----------

----------2.1.1. the sum of TWO MILLION FORTY TWO THOUSAND FIVE HUNDRED DOLLARS ($2,042,500) will be payable in full, through manager's checks to the order of the Sellers, simultaneously with the execution of the purchase sale public deed whereby Buyer will acquire fee simple title to the Property and the possession thereof, pursuant to the Option (the "Purchase-Sale Deed"). Of said TWO MILLION FORTY TWO THOUSAND FIVE HUNDRED DOLLARS ($2,042,500), FIVE HUNDRED SEVENTY THOUSAND SIXTY ONE DOLLARS WITH SEVENTY FIVE CENTS ($570,061.75), will correspond and be allocated to Diez and PROPERTY ONE (1), TWO HUNDRED EIGHTEEN THOUSAND FIVE HUNDRED FORTY SEVEN DOLLARS WITH FIFTY CENTS ($218,547.50), will correspond and be allocated to Diez and PROPERTY TWO (2), THREE HUNDRED SEVENTY FIVE THOUSAND FOUR HUNDRED ELEVEN DOLLARS WITH FIFTY CENTS ($375,411.50), will

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correspond and be allocated to Diez and PROPERTY THREE (3), and EIGHT HUNDRED SEVENTY EIGHT THOUSAND FOUR HUNDRED SEVENETY NINE DOLLARS WITH TWENTY FIVE CENTS ($878,479.25), will correspond and be allocated to Loma Linda and PROPERTY FOUR (4).----------2.2. As consideration for the Option, Buyer has paid to Seller, simultaneously with the execution of this public deed or before its execution, the sum of ONE HUNDRED SEVEN THOUSAND FIVE HUNDRED DOLLARS ($107,500), as good faith deposit (the "Initial Deposit"), which will be non-reimbursable, except only as set forth below in this public deed. Sellers hereby acknowledge receipt of the Deposit. The Deposit is distributed and allocated among the four (4) parcels which comprise the Property as follows:----------The deposit to Diez for PROPERTY ONE (1) consists of THIRTY THOUSAND THREE DOLLARS WITH TWENTY FIVE CENTES ($30,003.25).----------The deposit to Diez for PROPERTY TWO (2) consists of ELEVEN THOUSAND FIVE HUNDRED TWO DOLLARS WITH FIFTY CENTS ($11,502.50).----------The deposit to Diez for PROPERTY THREE (3) consists of NINETEEN THOUSAND SEVEN HUNDRED FIFTY EIGHT DOLLARS WITH FIFTY CENTS ($19,758.50).----------The deposit to Loma Linda for PROPERTY FOUR (4) consists of FORTY SIX THOUSAND TWO HUNDRED THIRTY FIVE DOLLARS WITH SEVENTY FIVE CENTS ($46,235.75).----------

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-----2.3. The Option is granted for an initial term of one (1) year, starting on the date of execution of this public deed and ending on February twenty second (22nd), two thousand twenty four (2024) (the "Initial Term"). The Initial Term may be extended only as set forth hereinafter.----------

-----2.4 Upon the execution of the Purchase-Sale Deed, the Initial Deposit will be credited to the purchase-sale price of the Property.----------

-----2.5 The Initial Term may be extended up to one (1) additional year, up to the first (1st) anniversary of the maturity of the Initial Term, provided (i) Buyer requests said extension in writing on or before the maturity of the Initial Term; (ii) Buyer pays Sellers, on or before the maturity of the Initial Term, an additional amount of ONE HUNDRED SEVENTY TWO THOUSAND DOLLARS ($172,000) which will be distributed and allocated among the four (4) parcels which comprise the Property as follows (the "Second Deposit"):----------

---------The sum of FORTY EIGHT THOUSAND FIVE DOLLARS WITH TWENTY CENTS ($48,005.20), will correspond and be allocated to Diez and PROPERTY ONE (1).----------

---------The sum of EIGHTEEN THOUSAND FOUR HUNDRED AND FOUR DOLLARS ($18,404), will correspond and be allocated to Diez and PROPERTY TWO (2).----------

---------The sum of THIRTY ONE THOUSAND SIX HUNDRED THIRTEEN DOLLARS WITH SIXTY CENTS ($31,613.60), will correspond and be allocated to Diez and PROPERTY THREE (3).----------

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----------The sum of SEVENTY THREE THOUSAND NINE HUNDRED SEVENTY SEVEN DOLLARS WITH TWENTY CENTS ($73,977.20), will correspond and be allocated to Loma Linda and PROPERTY FOUR (4).----------

---The Initial Term, as extended, if extended, shall be hereinafter referred to as the "Term".----------

---The Initial Deposit and the Second Deposit, shall be hereinafter jointly referred to as the "Deposit").----------

-----2.6. If the Term ends and Buyer has not bought the Property within the Term (except for reasons attributable to Sellers), then the Deposit will be lost by Buyer, and will become the property of Sellers, as liquidated damages. If the Property cannot be bought by Buyer within the Term, for reasons attributable to Sellers, then Sellers will reimburse the Deposit to Buyer at the end of the Term. The parties acknowledge that reasons attributable to Sellers comprise only (i) the denial or inability of Sellers to execute the Purchase-Sale Deed within the Term; and (ii) the inability of Sellers to deliver to Buyer good title over the Property, free and clear of liens and encumbrances, except those imposed by its origin, laws and/or regulations.----------

-----2.7. The real estate property taxes payable to the Centro de Recaudaciones de Ingresos Muncipales ("CRIM"), and all special taxes (if applicable) of the Property will be the responsibility of Sellers and payable by Sellers up to the date of execution of the Purchase-Sale Deed (the "Closing Date"). Thereafter they shall be the responsibility of Buyer and payable by Buyer.----------

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-----2.8. The Purchase-Sale Deed shall be executed before a notary public selected by Buyer.----------

-----2.9. Deeds to cancel any liens or encumbrances affecting the Property existing at the time of execution of the Purchase-Sale Deed, except any permitted encumbrances will be executed no later than the Closing Date, before a notary public selected by Buyer.----------

-----2.10. Through the Purchase-Sale Deed, Buyer will acquire recordable fee simple title to the Property and the possession thereof, "as is, where is", free and clear of occupants, liens and encumbrances, except permitted encumbrances disclosed in this deed, if any. During the Term of the Option, Seller will have the possession of the Property and will be allowed to conduct legal business activities in the Property.----------

-----2.11. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of the Property of Puerto Rico of this public deed and of the Purchase-Sale Deed will be paid by Buyer.----------

-----2.12. The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of the Property of the deeds of cancellation mentioned in Section 2.9, above (if any) shall be paid by Seller.----------

-----2.13. This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them.----------

-----2.14. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of Puerto Rico in the event of any litigation pursuant to this public deed.

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-----2.15. All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

------TO SELLERS:----------
------Fernando Alberto Diez Antongiorgi ----------
------Arlene Divina Ramírez Kurtz----------
------Loma Linda, S.E.----------
------Urbanización Borinquen N-16----------
------Juan Morel Campos----------
------Cabo Rojo, PR 00623----------
------Electronic Mail: fdo10@aol.com----------

------TO BUYER:----------
------PR INVESTCO LLC----------
-------733 Third Avenue----------
-------New York, NY 10017----------
------Attention: Eileen Sawyer----------
-----Electronic Mail: roberto.ruiz@ccgc.com.do----------

------TO THE BROKER:----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920----------
------Attention: José Enrique Pérez Cruz----------
-----Electronic Mail: passportre@gmail.com----------

-----2.16. Sellers represents and warrants to Buyer that, to the best of Sellers' knowledge, in the Property there are no toxic, dangerous, contaminated or contaminating substances, and that the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----2.17. The appearing parties acknowledge that the Broker, mister José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the subject of this Option. The fees to Mr. Pérez Cruz

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and his associates, if any, for said service will be the responsibility of Buyer and paid simultaneously with the execution of the Purchase-Sale Deed, only if the Option is exercised by Buyer and Buyer buys the Property pursuant to the Option. Said fees will amount to ONE HUNDRED SEVEN THOUSAND FIVE HUNDRED DOLLARS ($107,500), equivalent to five percent (5%) of the purchase-sale price of the Property.----------

-----2.18. The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed.----------

-----2.19. In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgement or judicial order, then and in that event the rest of this public deed will continue in full force and effect.

-----2.20. During the Term, Buyer and its employees, agents and/or contractors are authorized to enter the Property to make studies, identify boundaries, take measurements and make inspections, during business days and hours, and the persons entering the Property pursuant to this authorization will be responsible for the damages suffered or caused by them in the Property. Every employee who enters the Property pursuant to this authorization will be insured by a valid policy of the Puerto Rico State Insurance Fund, and, if applicable, of the "Chauffers' Insurance" or "Seguro Choferil". In addition, Buyer will have in place, during the term of the Option, a public liability insurance policy covering damages caused or suffered in the Property by the persons who enter it

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pursuant to this authorization, with a minimum coverage of ONE MILLION DOLLARS ($1,000,000) per occurrence. Sellers will appear as co-insured in the policy, together with Buyer.----------

-----2.21. During the Term, Buyer is authorized to seek the approvals, permits and endorsements necessary for the development in the Property of a residential, recreational and tourism project, or of part of a residential, recreational and tourism project, provided the existing DTS zoning of the Property is not changed, and that such approvals, permits and endorsements (i) comply with the requirements of the existing DTS zoning of the Property; and (ii) do not negatively affect and/or diminish the value or quality of the Property. Sellers hereby commit to confirm this authorization in writing if required by Buyer, for presentation to the corresponding public or governmental agencies and entities. If the Property is not purchased by Buyer, all approvals, permits and endorsements obtained by Buyer for the Property pursuant to the aforesaid authorization, and any studies, map surveys, designs or any other resource used to obtain those permits and approvals, will be transferred and assigned by Buyer to Seller at the end of the Term, at no cost to Sellers.----------

-----2.22. The Property may not be altered during the Term, except only if specifically authorized in advance, in writing, by Sellers and Buyer.----------

-----2.23. The Option is not transferable by Sellers. Conversely, Buyer is authorized to transfer or assign this agreement and all its rights and obligations hereunder, at the

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sole option and discretion of Buyer.----------

---**THIRD:** Additional Documentation. The parties hereto agree to execute and deliver any additional instruments and documents that may be necessary to record the transaction contemplated in this deed in the Registry of the Property of Puerto Rico. Any costs and expenses, including attorneys' fees, incurred in connection with the execution of any additional instruments and documents shall be for the account of the Buyer. ----------

---**FOURTH:** Request to the Registrar. The Honorable Registrar of the Property of Puerto Rico is respectfully requested to record in the Registry of the Property of Puerto Rico the Option, as set forth in this deed.----------

---**FIFTH:** If Buyer does not purchase the Property pursuant to the Option, Buyer will, within thirty (30) consecutive calendar days after the end of the Term, at Buyer's cost and expense, (i) cancel the lien or encumbrance on the Property created by the Option; and (ii) file for recordation in the Registry of the Property of Puerto Rico any and all documents needed for the recording of said cancellation in the Registry of the Property. If the appearance of Sellers is required in said cancellation, Sellers will appear therein.----------

----------ACCEPTANCE AND WARNINGS----------

---The appearing parties to this deed accept the same as drafted because it has been drawn up in accordance with their stipulations, terms and conditions. I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this deed and they were fully advised by me

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thereon. Specifically, I advised them of the following:----------

-----(a) That any liens or encumbrances affecting title to the Property that may be filed for recordation prior to the filing of this deed may be legally binding and could take precedence over this deed.----------

-----(b) It is advisable to verify the status of liens and encumbrances on the Property as they may appear from the Registry of the Property of Puerto Rico on the date hereof and of the adverse consequences which may result from the failure to do so. To this effect, the appearing parties have been warned and advised by the subscribing Notary Public about the following: (i) that the digital system of recordation of the Digital Registry of Immovable Property of the Commonwealth of Puerto Rico provides Access to the Electronic Diary of Daily Operations, the Electronic Book of Recordations, and the Single Book of Liens ("Libro Unico de Embargos") twenty four (24) hours a day, seven (7) days a week for both inquiries and filings which may affect the registration or rights under this deed; (ii) that said electronic books have been reviewed up to the date of the title search prepared for this transaction; and (iii) that the authorizing Notary Public has not consulted the Registry of the Property of Puerto Rico in any way whatsoever after the date of the aforementioned title search, to all of which the appearing parties give their acceptance and compliance, being fully aware of its consequences.----------

-----(c) That this deed was prepared in accordance with title searches (the "Title Searches"), prepared by **Maribel Vargas**

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Ramos, a person engaged in such business, and not by the undersigned Notary. The aforementioned Title Searches are dated October 6, two thousand twenty two (2022). An additional title search was prepared for PROPERTY THREE (3) by Capital Title Services, LLC, on January thirteen (13), two thousand twenty three (2023). Also, the undersigned Notary Public relied upon a Certification of Real Property ("Certificación de Propiedad Inmueble"), for PROPERTY THREE (3), signed electronically by the Registrar of the Property of Puerto Rico, Larissa Maldonado Carrasco, on January seventeen (17), two thousand twenty three (2023), at three thirty nine p.m. (3:39 pm), to assess the status of the liens and encumbrances over PROPERTY THREE (3).----------(d) The appearing parties accept the Title Searches and the Certificación de Propiedad Inmueble mentioned above, and are satisfied with the contents thereof. Consequently, the appearing parties release the Notary from any responsibility due to errors or omissions in said Title Searches and in the Certificación de Propiedad Inmueble and/or due to any changes in the title to the Property or in its liens and encumbrances that might occur between the date of the Title Searches and the date this deed is presented to the Registry of the Property of Puerto Rico for registration.----------(e) The necessity and convenience of obtaining a negative certification of debt from the Municipal Revenue Collection Center tax rolls (CRIM – Centro de Recaudaciones de Ingresos Municipales) regarding the Property.----------(f) This deed must be recorded in the appropriate Section

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of the Registry of the Property of Puerto Rico in order to bind all rights herein to third-parties.----------

---The appearing parties waived the right which I advised them they had to have witnesses to the execution of this deed; but, upon my advice, made use of their right to read the same, and, finding it drafted to their entire satisfaction, having been advised by me, the Notary, of the pertinent legal warnings and reservations, acknowledging that they have understood this deed in all its parts, fully ratify and confirm the statements contained herein as the true and exact embodiment of their stipulations, terms, and conditions, proceed to sign before me, and to affix their initials on each folio of the same.----------

---And I, the Notary, do hereby CERTIFY AND ATTEST as to my personal knowledge or identification of the appearing parties and as to their personal circumstances, in accordance with their statements, as well as to all other things herein contained.----------

---I, the Notary, CERTIFY AND GIVE FAITH.----------

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---I HEREBY CERTIFY, that the first certified copy of the present deed was issued in favor of Buyer, at the same date and place of the execution thereof. I ATTEST. ----------

NOTARY

----------**DEED NUMBER THREE (3)**----------

----------**PURCHASE AND SALE** ----------

---In San Juan, Puerto Rico, on this fifth (5th) day of February, two thousand twenty-four (2024). ----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with residence and offices in San Juan, Puerto Rico.----------

----------**APPEAR**----------

---AS THE PARTY OF THE FIRST PART: **NORMA ROMÁN IRIZARRY**, of legal age, single, property owner, and resident of San Juan, Puerto Rico; and **DORIS ROMÁN IRIZARRY**, of legal age, single, property owner, and resident of Cabo Rojo, Puerto Rico (hereinafter, collective referred to as, "Sellers"). ----------

---AS THE PARTY OF THE SECOND PART: **CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "Buyer"), a limited liability company organized, existing and in good standing under the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, GLADYS OMAYRA FONTÁNEZ REYES, who is of legal age, single, attorney at law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this Deed arises from a Certificate of Resolution of Buyer signed by Eileen Sawyer, as Manager of Buyer, on February one (1), two thousand twenty-four (2024), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engines of the Department of State and the Office of Information Technology Services of the State of New York. I further certify that I have examined the aforesaid Certificate of Resolution of Buyer and that it is adequate and sufficient, and complies with all legal requirements

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under Puerto Rico law, to authorize Ms. Fontánez Reyes to appear herein on behalf of Buyer. ----------

---I hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective age, civil status, occupation and residence. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily,----------

----------**STATE AND AGREE**----------

---**FIRST:** Sellers are the owners in fee simple title ("*pleno dominio*"), and have the possession of the parcel of land described in the Spanish language as follows (hereinafter, the "Property"):----------

---"*RUSTICA: Parcela marcada con el número ciento doce (112) de la finca Bahía Bonita, radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida mensurada de veintiún mil trescientos treinta y cuatro metros cuadrados con noventa centímetros cuadrados (21,334.90 m.c.), equivalentes a cinco cuerdas con cuatro mil doscientos ochenta y dos diez milésimas de otra (5.4282 cdas.). En linderos, por el NORTE, con la parcela número ciento trece (113); por el SUR, con la parcela número ciento diez (110) que contiene parte de la servidumbre de paso para su acceso de quince (15) metros de ancho, de los cuales siete punto cincuenta (7.50) metros pertenecen a esta parcela; por el ESTE, con la parcela número ciento cuatro (104) y con la parcela número ciento nueve (109), la cual contiene parte de la servidumbre de paso para su acceso de quince (15) metros de ancho; y por el OESTE, con la parcela número cuarenta y cuatro (44).* ----------

---*Descrita luego de Rectificación de Cabida hecha por el Agrimensor Frank Lozada Díaz, mediante la escritura número uno (1), otorgada en Mayagüez, Puerto Rico, el día doce (12) de enero de dos mil cuatro (2004), ante el notario público Luis Roberto Santos, inscrita al folio setenta (70) del tomo ochocientos cuarenta y tres (843) de Cabo Rojo de la Sección de San Germán del Registro de la Propiedad de Puerto Rico, finca número dieciocho mil ochocientos cuarenta y seis (18,846), inscripción tercera (3ª).*"----------

---The Property is recorded at page 25 of volume 511 of Cabo Rojo, property number 18,846, Section of San Germán of the Registry of Property of Puerto Rico (the "Registry"). ----------

---The Property was acquired by Sellers by donation, pursuant to Deed Number Five (5), executed in San Sebastián, Puerto Rico, on February four (4), two thousand fifteen (2015), before Notary Gerardo Pérez

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Echevarría, recorded as the fifth (5th) inscription of Property 18,846.----- ---The tax identification number ("*número de catastro*") assigned to the Property by the Municipal Revenues Collection Center ("CRIM") is 402-009-327-84-000. ----------

----------**LIENS AND ENCUMBRANCES** ----------

---By its origin, the Property is free of liens and encumbrances. ----------

---By itself, the Property is subject to:----------

----(A) Mortgage (hereinafter, the "Mortgage") to secure a promissory note in the principal sum of Four Hundred Thousand Dollars ($400,000), of which Forty Thousand Dollars ($40,000) constitute a lien over the Property, payable to the bearer, with annual interest at six percent (6%), payable in seven annual installments, beginning on January twenty-four (24), nineteen ninety-three (1993) constituted pursuant to Deed Number Thirteen (13), executed in Cabo Rojo, Puerto Rico, on January twenty-four (24), nineteen hundred eighty-two (1982), before Notary Rafael Doitteau Cruz, recorded at page 25 of volume 511 of Cabo Rojo, second (2nd) inscription under property 18,846. The Mortgage was cancelled by lapse of the statute of limitations, pursuant to a notarial instrument (*Instancia*) filed at the Registry and pending recordation under entry number 2023-058031-SG01.----------

---**SECOND:** On August four (4), two thousand twenty-three (2023), Sellers granted to Buyer's affiliate, PR Investco LLC ("PR Investco"), an option to purchase the Property, pursuant to an Option to Purchase Agreement (*Contrato de Opción*) (hereinafter, the "Purchase Agreement"). The parties hereto acknowledge and agree that PR Investco has assigned to Buyer all of its rights and obligations under the Purchase Agreement, and that Buyer is the permitted assignee and successor of PR Investco thereunder. ----------

----------**PURCHASE AND SALE**----------

---**THIRD:** In accordance with the Purchase Agreement, Sellers hereby

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sell, convey and transfer fee simple title ("*pleno dominio*") to the Property and the possession thereof to Buyer, and Buyer hereby purchases from Sellers fee simple title ("*pleno dominio*") to the Property and the possession thereof, in accordance with the following ----------

----------**TERMS AND CONDITIONS**----------

-----One: The purchase price of the Property is the lump sum of **ONE MILLION DOLLARS ($1,000,000)** (hereinafter the "Purchase Price").

-----Two: The Purchase Price is payable as follows: ----------

------(A) The sum of ONE HUNDRED THOUSAND DOLLARS ($100,000) was paid by Buyer to Sellers concurrently with the execution of the Purchase Agreement, which amount has been credited in its entirety to the Purchase Price. ----------

------(B) Concurrently with the execution of this Deed, Buyer has delivered to Sellers the sum of NINE HUNDRED THOUSAND DOLLARS ($900,000). Said sum has been paid by Buyer to Sellers by certified or manager's check to the order of Sellers and Sellers hereby acknowledge receipt thereof in form and substance acceptable to Buyer.

-----Three: Buyer shall be entitled to the immediate possession of the Property, without any additional formality, document or request. ---------

-----Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of Sellers and, thereafter, for the account of Buyer. ----------

-----Five: Sellers hereby deliver to Buyer fee simple title to the Property, vacant, and free and clear of all liens, encumbrances or defects. ----------

-----Six: Buyer specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) Sellers hereby sell and Buyer hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from Sellers or any of Seller's agents,

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employees, members, representatives, attorneys or brokers (each such party, a "Sellers Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by Sellers to Buyer (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof, its facilities, soils, geology, and groundwater; (b) the dimensions, area, and size of the Property; (c) the development or income potential, or rights of or relating to the Property or the adequacy of the Property for any particular purpose, (d) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of Buyer or any other person to obtain any necessary governmental approvals, licenses, or permits for Buyer's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters regarding the operation of the Property. Buyer further acknowledges and agrees that Sellers are under no duty to make any inquiry regarding any matter that may or may not be known to Sellers or any Sellers Affiliate. Upon execution of this public deed, Buyer shall assume the risk of adverse matters relating to adverse investigations, and Buyer, upon execution of this public deed, shall be deemed to have waived, relinquished and released Sellers and all Sellers Affiliates from and against any and all

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claims, of any and every kind or character (including attorneys' fees), known or unknown, which Buyer might have asserted or alleged or may assert or allege in the future against Sellers or any Sellers Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution of this deed. ----------

-----Seven: Sellers represent and warrant to Buyer that, to the best of their knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that, to the best of Sellers' knowledge, the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----Eight: The notarial fees, stamps on the original, stamps on the first certified copy, filing and recording rights of this Deed at the Registry will be paid by Buyer.----------

-----Nine: This Deed will be interpreted and governed in accordance with the laws of the Commonwealth of Puerto Rico. The appearing parties submit themselves to the exclusive jurisdiction of the Court of First Instance of the Commonwealth of Puerto Rico in the event of any litigation arising out of this Deed.----------

-----Ten: All notices to the parties pursuant to this Deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

----TO SELLERS: ----------

------Norma Román Irizarry----------
------Doris Román Irizarry ----------
------PO Box 862----------
------Boquerón, PR 00622 ----------

------With a copy to: Luis Ángel Ramírez Vélez, Esq.----------
------23 Urb. Bonilla----------
------Cabo Rojo, PR 00623-3141 ----------
------Electronic Mail: bufeteramirezvelez@yahoo.com----------
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----TO BUYER:----------

------CABO ROJO LAND ACQUISITION LLC----------
------733 Third Avenue ----------
------New York, NY 10017----------
------Attention: Eileen Sawyer ----------
------Electronic Mail: roberto.ruiz@ccgc.com.do----------

-----Eleven: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

-----Twelve: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the remaining provisions of this Deed will continue in full force and effect.----------

-----Thirteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver such documents or instruments, public or private, which may be necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any correction deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of Buyer, except that each party shall bear the fees of their respective counsel.----------

---**FOURTH:** The Notary advises Buyer as to the importance of filing the corresponding property change of ownership application before the CRIM, and to obtain, prior to the execution of this deed, a certification indicating whether any sums related to property taxes are owed by Seller. Pursuant to applicable law, Buyer is responsible for filing at the CRIM the corresponding application for property tax exemption and /or change of ownership, within thirty (30) days from the date of execution hereof. Buyer hereby declares that it is fully aware of the aforementioned obligations and releases the undersigned Notary from this responsibility.

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----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ---

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstract was prepared by Capital Title Services Inc. and is dated January twenty-four (24), two thousand twenty-four (2024);----------

-----(c) that after the date of such title abstract and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry as of the date of the title abstract;----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification; ----------

-----(e) of the right of the Buyer to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights;----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the

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regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.; ----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property; ----------

-----(h) of the importance of recording a copy of this deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this deed is not recorded at the Registry; ----------

-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property; ----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations; ----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its contents; ----------

-----(l) of the need and consequences to the Sellers of filing the *Planilla Informativa Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles* with the Puerto Rico Treasury Department; and ----------

-----(m) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et seq.*, is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Seller, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for

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the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the Sellers and their agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed.----------

----------**READING, ACCEPTANCE AND EXECUTION** ----------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their initials on each page thereof.----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

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CERTIFICO que en la misma fecha y lugar de su otorgamiento expedí primera copia certificada a favor de la parte compradora. DOY FE. ----

Notario(a) Público(a)

----DEED NUMBER THIRTEEN (13)----------

------ DEED OF OPTION TO PURCHASE REAL ESTATE ------

---In the City of San Juan, Puerto Rico, on this seventeenth (17th) day of February, two thousand twenty three (2023),-------

---------- **BEFORE ME,** ----------

---MARIA DEL ROSARIO PUJOL THOMPSON, Attorney-at-Law and Notary Public in and for the Commonwealth of Puerto Rico, with residence in Guaynabo, Puerto Rico, and offices located at suite two hundred (200), Puerta del Condado Building, one thousand ninety five (1095) Wilson Street, San Juan, Puerto Rico,----------

---------- **APPEAR:** ----------

---AS PARTY OF THE FIRST PART: EDGARDO MANUEL HERNANEZ ALVARADO (hereinafter referred to as "EDGARDO"), and his spouse, CYNTHIA CARIDAD MELENDEZ SALGADO (hereinafter referred to as "CYNTHIA"), both of legal age, married to each other, property owners and residents of the State of Tennessee, United States of America, who appear herein in their respective personal capacities and as representatives of the conjugal partnership constituted by and between them in accordance with the laws of Puerto Rico. CYNTHIA appears herein represented by her attorney in fact, her husband EDGARDO, pursuant to a General Power of Attorney ("Poder General"), constituted as per deed number seventy one (71), executed in Naranjito, Puerto Rico, on December twenty eight (28), two thousand twenty two (2022), before notary public Héctor Manuel Marrero Marrero. The aforementioned General Power of Attorney was recorded as number eighteen

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fourteen dash four hundred thirty (1814-430) at the "Oficina de Inspección de Notarías ("ODIN") on January ten (10), two thousand twenty three (2023). I, the Notary, hereby certify that I have had before me a certified copy of said General Power of Attorney, that I have reviewed it, together with a certified copy of the aforesaid General Power of Attorney, and that, in my opinion, said document is legally valid and correct, and comply with all legal requirements needed to authorize EDGARDO to appear in this public deed on behalf of CYNTHIA, as attorney in fact of CYNTHIA. EDGARDO and CYNTHIA will be jointly referred to hereinafter as "Sellers".----------

---AS PARTY OF THE SECOND PART: PR INVESTCO LLC (hereinafter "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of the State of Delaware, United States of America, represented herein by its authorized representative, MS. GLADYS OMAYRA FONTANEZ REYES, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this public deed arises from Certificate of Resolution of PR INVESTCO LLC signed by Eileen Sawyer, in her capacity of Manager of PR INVESTCO LLC, on February fifteen (15), two thousand twenty three (2023), in New York, New York, United States of America, before notary public Eric Orenstein, an original of which I, the Notary, hereby certify to have had before me, and which, in my opinion, is in full compliance with all legal requirements to authorize Ms. Gladys Omayra Fontanez Reyes to appear in this public deed on behalf of Buyer; and----

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---**AS THE PARTY OF THE THIRD PART:** Mister **JOSE ENRIQUE PEREZ CRUZ**, also known as José E. Pérez (hereinafter the "Broker"), who is of legal age, married, real estate broker, and resident of Bayamón, Puerto Rico.----------

---I, the Notary, certify that I am personally acquainted with all parties, and, through their statements, I further certify as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and accordingly they do hereby----------

----------STATE AND AGREE----------

---**FIRST:** The Property; Title, Liens and Encumbrances.------

-----One. Title. Sellers are the sole owners in fee simple title ("pleno dominio") and have the possession of the parcel of land described in the Spanish language as follows (hereinafter the "PROPERTY"):----------

---**"RUSTICA:** Barrio Boquerón de Cabo Rojo, Puerto Rico. Solar: veintidós (22). Cabida: veinte mil cuatrocientos veintisiete punto seiscientos setenta y seis (20,427.676) metros cuadrados. Linderos: NORTE, con la parcela número cincuenta y tres (53) de Monte Carlo y con su camino de acceso de catorce punto cero cero (14.00) metros de ancho. SUR, con la parcela número ochenta y nueve (89) de Monte Carlo y con su camino de acceso de catorce punto cero cero (14.00) metros de ancho. ESTE, con la parcela cuarenta y cinco (45) del Fideicomiso Bahía Bonita, Inc., la cual contiene una servidumbre de paso de cinco (5) metros de ancho para el establecimiento de utilidades públicas y con la parcela cuarenta y seis (46) del Fideicomiso Bahía Bonita, Inc. OESTE, con la parcela número cuarenta (40) de Monte Carlo y con su camino de acceso de catorce punto cero cero (14.00) metros de ancho."----------

---The PROPERTY is property number eighteen thousand eight hundred thirty one (18,831), recorded at page two hundred thirty five (235), of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

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---The PROPERTY was acquired by Sellers through Deed Number One Hundred and Nine (109), executed in Bayamón, Puerto Rico, on December twenty nine (29), two thousand twenty one (2021), before notary public Roberto Almodóvar Rodríguez, presented for recording at entry two thousand twenty two dash zero zero forty one zero two dash "S" "G" zero one (2022-004102-SG01) of the Karibe System on January fourteen (14), two thousand twenty two (2022).--------

---The real property tax identification number ("número de catastro") assigned by the Muncipal Revenue Collection Center ("CRIM") to the PROPERTY is four zero two dash zero nineteen dash three hundred twenty seven dash thirty seven dash zero zero zero (402-019-327-37-000).----------

---The PROPERTY is subject to the following liens and/or encumbrances:----------

---By its origin, the PROPERTY is encumbered by a right of way.----------

---By itself, the PROPERTY is free of liens and encumbrances.----------

---SECOND: Buyer wishes to acquire an option to buy the PROPERTY, with all its improvements, and rights and annexes, and Sellers wish to grant, and hereby grant, said option to Buyer (hereinafter the "Option"), which is done pursuant to this public instrument and in accordance with the following:----------

----------TERMS AND CONDITIONS:----------

-----2.1. The purchase-sale price of the PROPERTY will be the lump sum of ONE MILLION TWENTY ONE THOUSAND THREE HUNDRED EIGHTY THREE DOLLARS WITH

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EIGHTY CENTS ($1,021,383.80), payable as follows:----------

----------2.1.1. the sum of ONE HUNDRED TWO THOUSAND ONE HUNDRED THIRTY EIGHT DOLLARS WITH THIRTY EIGHT CENTS ($102,138.38) has been paid by Buyer to Sellers simultaneously with the execution of this public deed, as consideration for the Option, as good faith deposit (the "Deposit"), which will be non-reimbursable, except only as set forth below in this public deed. Sellers hereby acknowledge receipt of the Deposit.----------

----------2.1.2 the sum of THREE HUNDRED SIX THOUSAND FOUR HUNDRED FIFTEEN DOLLARS WITH FOURTEEN CENTS ($306,415.14) will be payable in full, through manager's check to the order of Sellers, simultaneously with the execution of the purchase sale public deed whereby Buyer will acquire fee simple title to the PROPERTY and the possession thereof, pursuant to the Option (the "Purchase-Sale Deed").----------

----------2.1.3. the sum of SIX HUNDRED TWELVE THOUSAND EIGHT HUNDRED THIRTY DOLLARS WITH TWENTY EIGHT CENTS ($612,830.28) will be deferred (the "Deferred Purchase Price") and payable in two (2) annual installments of THREE HUNDRED SIX THOUSAND FOUR HUNDRED FIFTEEN DOLLARS WITH FOURTEEN CENTS ($306,415.14) each, on the first (1st) and second (2nd) anniversary of the execution of the Purchase-Sale Deed, respectively.----------

---Interest on the outstanding principal balance of the Deferred Purchase Price will accrue, beginning on the date of execution of the Purchase Sale Deed and until full payment

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thereof, at the simple rate of five per cent (5%) per annum, payable together with each of the aforementioned installments of the Deferred Purchase Price.----------

---The Deferred Purchase Price will evidenced and guaranteed by one (1) promissory note, in the principal amount of SIX HUNDRED TWELVE THOUSAND EIGHT HUNDRED THIRTY DOLLARS WITH TWENTY EIGHT CENTS ($612,830.28), which will be in turn guaranteed by a first mortgage in the principal sum of SIX HUNDRED TWELVE THOUSAND EIGHT HUNDRED THIRTY DOLLARS WITH TWENTY EIGHT CENTS ($612,830.28) (the "$612,830.28 Mortgage") encumbering the PROPERTY, issued by Buyer to the order of Sellers, due in two (2) annual installments of THREE HUNDRED SIX THOUSAND FOUR HUNDRED FIFTEEN DOLLARS WITH FOURTEEN CENTS ($306,415.14) each, on the first (1st) and second (2nd) anniversary of the execution of the Purchase Sale Deed, respectively, with interest at five per cent (5%) per annum, from the date of execution of the Purchase-Sale Deed until full payment thereof, payable together with each of the aforementioned installments of principal.----------

---The deed of constitution of the $612,830.28 Mortgage will be executed before a notary public selected by Buyer. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of the Property of Puerto Rico of the deed of constitution of the $612,830.28 Mortgage will be paid by Buyer.----------

-----2.2. In addition to the Deposit and as an additional *sine qua non* condition and consideration for the Option, Buyer will

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pay to Seller a non-refundable fee (which will not be credited to the purchase-sale price of the PROPERTY), in an amount equivalent to five per cent (5%) per annum on the principal sum of NINE HUNDRED NINETEEN THOUSAND TWO HUNDRED FORTY FIVE DOLLARS WITH FORTY TWO CENTS ($919,245.42), from the date of execution of this public deed until (i) the date of execution of the Purchase-Sale Deed; or (ii) the date this Option ends for any reason whatsoever, whichever occurs first. Said non-refundable fee shall be paid in monthly installments, starting thirty (30) calendar days after the execution of this public deed and until (i) the date of execution of the Purchase-Sale Deed; or (ii) the date this Option ends for any reason whatsoever, whichever occurs first.----------

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-----2.3. The Option is granted for a term of one (1) year, starting on the date of execution of this public deed and ending on February seventeen (17), two thousand twenty four (2024) (the "Term").----------

-----2.4. Upon the execution of the Purchase-Sale Deed, the Deposit will be credited to the portion of the purchase-sale price payable on the date of execution of the Purchase-Sale Deed.----------

-----2.5. If the Term ends and Buyer has not bought the PROPERTY within the Term (except for reasons attributable to Sellers), then the Deposit will be lost by Buyer, and will become the property of Sellers, as liquidated damages. If the PROPERTY cannot be bought by Buyer within the Term, for reasons attributable to Sellers, then Sellers will reimburse the Deposit to Buyer at the end of the Term.----------

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-----2.6. The real estate property taxes payable to the Centro de Recaudaciones de Ingresos Muncipales ("CRIM"), and all special taxes (if applicable) of the PROPERTY will be the responsibility of Sellers and payable by Sellers up to the date of execution of the Purchase-Sale Deed (the "Closing Date"). Thereafter they shall be the responsibility of Buyer and payable by Buyer.----------

-----2.7. The Purchase-Sale Deed shall be executed before a notary public selected by Buyer.----------

-----2.8. Deeds to cancel any liens or encumbrances affecting the PROPERTY, if any, existing at the time of execution of the Purchase-Sale Deed, except any permitted encumbrances will be executed no later than the Closing Date, before a notary public selected by Buyer.----------

-----2.9. Through the Purchase-Sale Deed, Buyer will acquire recordable fee simple title to the PROPERTY and the possession thereof, "as is, where is", free and clear of occupants, liens and encumbrances, except permitted encumbrances disclosed in this deed, if any. During the Term of the Option, Sellers will have the possession of the PROPERTY and will be allowed to conduct legal business activities in the PROPERTY.----------

-----2.10. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of the Property of Puerto Rico of this public deed and of the Purchase-Sale Deed will be paid by Buyer.----------

-----2.11. The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of the Property of the deeds of cancellation mentioned in

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Section 2.8, above (if any) shall be paid by Sellers.----------

-----2.12. This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them.----------

-----2.13. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of Puerto Rico in the event of any litigation pursuant to this public deed.

-----2.14. All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

------TO SELLERS:----------
------EDGARDO MANUEL HERNANDEZ ALVARADO----------
------CYNTHIA CARIDAD MELENDEZ SALGADO----------
------1320 Riding Brook Dr.----------
------Colllierville, Tennessee 38017----------
-----Electronic Mail: edgardo328@gmail.com----------

------TO BUYER:----------
------PR INVESTCO LLC----------
-------733 Third Avenue----------
-------New York, NY 10017----------
------Attention: Eileen Sawyer----------
-----Electronic Mail: roberto.ruiz@ccgc.com.do----------

------TO THE BROKER:----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920----------
------Attention: José Enrique Pérez Cruz----------
-----Electronic Mail: passportre@gmail.com----------

-----2.15. Sellers represent and warrant to Buyer that, to the best of Sellers' knowledge, in the PROPERTY there are no toxic, dangerous, contaminated or contaminating substances, and that the PROPERTY has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----2.16. The appearing parties acknowledge that the Broker, mister José Enrique Pérez Cruz, real estate broker

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with Puerto Rico license number ten thousand four hundred seventy eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the subject of this Option. The fees to Mr. Pérez Cruz and his associates, if any, for said service will be the responsibility of Buyer and paid simultaneously with the execution of the Purchase-Sale Deed, only if the Option is exercised by Buyer and Buyer buys the PROPERTY pursuant to the Option. Said fees will amount to FIFTY TWO THOUSAND ONE HUNDRED FIFTY SIX DOLLARS WITH EIGHTY TWO CENTS ($52,156.82), equivalent to five percent (5%) of the purchase-sale price of the PROPERTY.----------

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-----2.17. The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed.----------

-----2.18. In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgement or judicial order, then and in that event the rest of this public deed will continue in full force and effect.

-----2.19. During the Term, Buyer and its employees, agents and/or contractors are authorized to enter the PROPERTY to make studies, identify boundaries, take measurements and make inspections, during business days and hours, and the persons entering the PROPERTY pursuant to this authorization will be responsible for the damages suffered or caused by them in the PROPERTY. Every employee who enters the PROPERTY pursuant to this authorization will be insured by a valid policy of the Puerto Rico State Insurance

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Fund, and, if applicable, of the "Chauffers' Insurance" or "Seguro Choferil". In addition, Buyer will have in place, during the term of the Option, a public liability insurance policy covering damages caused or suffered in the PROPERTY by the persons who enter it pursuant to this authorization, with a minimum coverage of ONE MILLION DOLLARS ($1,000,000) per occurrence. Sellers will appear as co-insured in the policy, together with Buyer.----------

-----2.20. During the Term, Buyer is authorized to seek the approvals, permits and endorsements necessary for the development in the PROPERTY of a residential, recreational and tourism project, or of part of a residential, recreational and tourism project, provided the existing DTS zoning of the PROPERTY is not changed, and that such approvals, permits and endorsements (i) comply with the requirements of the existing DTS zoning of the PROPERTY; and (ii) do not negatively affect and/or diminish the value or quality of the PROPERTY. Sellers hereby commit to confirm this authorization in writing if required by Buyer, for presentation to the corresponding public or governmental agencies and entities. If the PROPERTY is not purchased by Buyer, all approvals, permits and endorsements obtained by Buyer for the PROPERTY pursuant to the aforesaid authorization will be transferred and assigned by Buyer to Sellers at the end of the Term, at no cost to Sellers.----------

-----2.21. The PROPERTY may not be altered during the Term, except only if specifically authorized in advance, in writing, by Sellers and Buyer.----------

-----2.22. The Option is not transferable by Sellers.

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Conversely, Buyer is authorized to transfer or assign this agreement and all its rights and obligations hereunder, at the sole option and discretion of Buyer.----------

---**THIRD:** Additional Documentation. The parties hereto agree to execute and deliver any additional instruments and documents that may be necessary to record the transaction contemplated in this deed in the Registry of the Property of Puerto Rico. Any costs and expenses, including attorneys' fees, incurred in connection with the execution of any additional instruments and documents shall be for the account of the Buyer. ----------

---**FOURTH:** Request to the Registrar. The Honorable Registrar of the Property of Puerto Rico is respectfully requested to record in the Registry of the Property of Puerto Rico the Option, as set forth in this deed.----------

---**FIFTH:** If Buyer does not purchase the PROPERTY pursuant to the Option, Buyer will, within thirty (30) consecutive calendar days after the end of the Term, at Buyer's cost and expense, (i) cancel the lien or encumbrance on the PROPERTY created by the Option; and (ii) file for recordation in the Registry of the Property of Puerto Rico any and all documents needed for the recording of said cancellation in the Registry of the Property. If the appearance of Sellers is required in said cancellation, Sellers will appear therein.----------

----------ACCEPTANCE AND WARNINGS----------

---The appearing parties to this deed accept the same as drafted because it has been drawn up in accordance with their stipulations, terms and conditions. I, the Notary, made to the

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appearing parties the necessary legal warnings concerning the execution of this deed and they were fully advised by me thereon. Specifically, I advised them of the following:----------

-----(a) That any liens or encumbrances affecting title to the PROPERTY that may be filed for recordation prior to the filing of this deed may be legally binding and could take precedence over this deed.----------

-----(b) It is advisable to verify the status of liens and encumbrances on the PROPERTY as they may appear from the Registry of the Property of Puerto Rico on the date hereof and of the adverse consequences which may result from the failure to do so. To this effect, the appearing parties have been warned and advised by the subscribing Notary Public about the following: (i) that the digital system of recordation of the Digital Registry of Immovable Property of the Commonwealth of Puerto Rico provides Access to the Electronic Diary of Daily Operations, the Electronic Book of Recordations, and the Single Book of Lines ("Libro Unico de Embargos") twenty four (24) hours a day, seven (7) days a week for both inquiries and filings which may affect the registration or rights under this deed; (ii) that said electronic books have been reviewed up to the date of the title search prepared for this transaction; and (iii) that the authorizing Notary Public has not consulted the Registry of the Property of Puerto Rico in any way whatsoever after the date of the aforementioned title search, to all of which the appearing parties give their acceptance and compliance, being fully aware of its consequences.----------

-----(c) That this deed was prepared in accordance with a title

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search (the "Title Search"), prepared by **Capital Title Services, Inc.**, an entity engaged in such business, and not by the undersigned Notary. The aforementioned Title Search is dated August eighteen (18), two thousand twenty two (2022).----------

-----(d) The appearing parties accept the Title Search and are satisfied with the contents thereof. Consequently, the appearing parties release the Notary from any responsibility due to errors or omissions in said Title Search and/or due to any changes in the title to the PROPERTY or in its liens and encumbrances that might occur between the date of the Title Search and the date this deed is presented to the Registry of the Property of Puerto Rico for registration.----------

-----(e) The necessity and convenience of obtaining a negative certification of debt from the Municipal Revenue Collection Center tax rolls (CRIM – Centro de Recaudaciones de Ingresos Municipales) regarding the PROPERTY.----------

-----(f) This deed must be recorded in the appropriate Section of the Registry of the Property of Puerto Rico in order to bind all rights herein to third-parties.----------

---The appearing parties waived the right which I advised them they had to have witnesses to the execution of this deed; but, upon my advice, made use of their right to read the same, and, finding it drafted to their entire satisfaction, having been advised by me, the Notary, of the pertinent legal warnings and reservations, acknowledging that they have understood this deed in all its parts, fully ratify and confirm the statements contained herein as the true and exact embodiment of their stipulations, terms, and conditions, proceed to sign before

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me, and to affix their initials on each folio of the same.----------

---And I, the Notary, do hereby CERTIFY AND ATTEST as to my personal knowledge or identification of the appearing parties and as to their personal circumstances, in accordance with their statements, as well as to all other things herein contained.----------

---I, the Notary, CERTIFY AND GIVE FAITH.----------

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CERTIFICO que en la misma fecha y lugar de su otorgamiento expedí primera copia certificada a favor de la parte compradora. DOY FE. ----

Notario(a) Público(a)

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----DEED NUMBER THIRTY TWO (32)----------

------ DEED OF OPTION TO PURCHASE REAL ESTATE ------

---In the City of Mayaguez, Puerto Rico, on this ninth (9th) day of June, two thousand twenty three (2023),----------

---------- **BEFORE ME,** ----------

---MARIA DEL ROSARIO PUJOL THOMPSON, Attorney-at-Law and Notary Public in and for the Commonwealth of Puerto Rico, with residence in Guaynabo, Puerto Rico, and offices located at suite two hundred (200), Puerta del Condado Building, one thousand ninety five (1095) Wilson Street, San Juan, Puerto Rico,----------

---------- **APPEAR:** ----------

---AS PARTY OF THE FIRST PART: The following eight (8) persons who will be hereinafter jointly referred to as "Sellers": **(i) MARIANITA CARBÓ CRUZ** (hereinafter referred to as "MARIANITA"), who is of legal age, single, property owner and resident of Mayaguez, Puerto Rico; **(ii) MARIA JULIA MERINO MORENO** (hereinafter referred to as "MARIA JULIA"), who is of legal age, married to José Bermúdez, property owner and resident of Mayaguez, Puerto Rico; **(iii) JULIO MERINO RODRIGUEZ** (hereinafter referred to as "JULIO"), who is of legal age, married to Leidis Regalado Arias, merchant and resident of Miami, Florida, United States of America; **(iv) ROLANDO MERINO CARBÓ** (hereinafter referred to as "ROLANDO"), who is of legal age, married to Desiree Vallejo Colón, property owner and resident of Baytown, Texas, United States of America, who appears herein represented by his attorney in fact ("apoderada") Marianita Carbó Cruz, who is of legal age, single, property

owner and resident of Mayaguez, Puerto Rico, pursuant to General Power of Attorney ("Poder General"), executed on March eleven (11), two thousand twenty three (2023), in Houston, Texas, United States of America, before notary public Ana Membreno, with license number one, two, five, zero, three, three, four, five, three (125033453) and whose commission expires on August twenty five (25), two thousand twenty four (2024), protocolized in Cabo Rojo, Puerto Rico, as per public deed number eight (8) of April fourteen (14), two thousand twenty three (2023), before notary public Martín Aguilar Martínez. I, the Notary, hereby certify that I have had before me a certified copy of said Deed of Protocolization, that I have reviewed it, together with a certified copy of the aforesaid General Power of Attorney, and that, in my opinion, said documents are legally valid and correct, and comply with all legal requirements needed to authorize MARIANITA to appear in this public deed on behalf of ROLANDO, as attorney in fact ("apoderada") of ROLANDO; **(v) JOHANNA MERINO CARBÓ** (hereinafter referred to as "JOHANNA"), who is of legal age, married to Luis Pérez Torres, merchant and resident of Fredericksburg, Virginia, United States of America, who appears herein represented by her attorney in fact ("apoderada"), Julia Torres Hernández, who is of legal age, single, property owner and resident of San Juan, Puerto Rico, pursuant to General Power of Attorney ("Poder General") created as per public deed number eighteen (18), of November fifteen (15), two thousand eighteen (2018), executed in Mayaguez, Puerto Rico, before notary public Gabriel J. Tamayo Pérez. I the Notary, hereby certify that I

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have had before me a certified copy of said deed of General Power of Attorney, that I have reviewed it, and that in my opinion, said document is legally valid and correct, and complies with all legal requirements needed to authorize Julia Torres Hernández to appear in this public deed on behalf of JOHANNA, as attorney in fact ("apoderada") of JOHANNA; **(vi) OSMARY MERINO HERNANDEZ** (hereinafter referred to as "OSMARY"), who is of legal age, single, operator and resident of the municipality of Encrucijada, Villa Clara province, Republic of Cuba, who appears herein represented by his attorney in fact ("apoderado"), JULIO, who is of legal age, married, merchant and resident of Miami, Florida, United States of America, pursuant to Special Power of Attorney ("Poder Especial") created as per public deed number twenty two (22), of January nineteen (19), two thousand nineteen (2019), executed in the municipality of Encrucijada, Villa Clara province, Republic of Cuba, before Cuban notary public Juan Manuel Hernández Granado, protocolized in San Juan, Puerto Rico, as per public deed number six (6), of February sixteen (16), two thousand twenty three (2023), before Puerto Rico notary public María del Rosario Pujol Thompson. I, the Notary, hereby certify that I have had before me a certified copy of said Deed of Protocolization, that I have reviewed it, together with a certified copy of the aforesaid special power of attorney, and that, in my opinion, said documents are legally valid and correct, and comply with all legal requirements needed to authorize JULIO to appear in this public deed on behalf of OSMARY, as attorney in fact ("apoderado") of OSMARY; **(vii) OSMARA ROSA MERINO HERNANDEZ**

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(hereinafter referred to as "OSMARA"), who is of legal age, single, property owner and resident of the municipality of Encrucijada, Villa Clara province, Republic of Cuba, who appears herein represented by her attorney in fact, JULIO, who is of legal age, married, merchant and resident of Miami, Florida, United States of America, pursuant to Special Power of Attorney ("Poder Especial") created as per public deed number twenty three (23), of January nineteen (19), two thousand nineteen (2019), executed in the municipality of Encrucijada, Villa Clara province, Republic of Cuba, before Cuban notary public Juan Manuel Hernández Granado, protocolized in San Juan, Puerto Rico, as per public deed number seven (7), of February sixteen (16), two thousand twenty three (2023), before Puerto Rico notary public María del Rosario Pujol Thompson. I, the Notary, hereby certify that I have had before me a certified copy of said Deed of Protocolization, that I have reviewed it, together with a certified copy of the aforesaid special power of attorney, and that, in my opinion, said documents are legally valid and correct, and comply with all legal requirements needed to authorize JULIO to appear in this public deed on behalf of OSMARA, as attorney in fact ("apoderado") of OSMARA; and **(viii) OMAR MERINO JIMENEZ** (hereinafter referred to as "OMAR"), who is of legal age, single, unemployed and resident of the municipality of Encrucijada, Villa Clara province, Republic of Cuba, who appears herein represented by his attorney in fact ("apoderado"), JULIO, who is of legal age, married, merchant and resident of Miami, Florida, United States of America, pursuant to Special Power of Attorney

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("Poder Especial") created as per public deed number twenty one (21), of January nineteen (19), two thousand nineteen (2019), executed in the municipality of Encrucijada, Villa Clara province, Republic of Cuba, before Cuban notary public Juan Manuel Hernández Granado, protocolized in San Juan, Puerto Rico, as per public deed number eight (8), of February sixteen (16), two thousand twenty three (2023), before Puerto Rico notary public María del Rosario Pujol Thompson. I, the Notary, hereby certify that I have had before me a certified copy of said Deed of Protocolization, that I have reviewed it, together with a certified copy of the aforesaid special power of attorney, and that, in my opinion, said documents are legally valid and correct, and comply with all legal requirements needed to authorize JULIO to appear in this public deed on behalf of OMAR, as attorney in fact ("apoderado") of OMAR;--

---**AS PARTY OF THE SECOND PART: PR INVESTCO LLC** (hereinafter "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of the State of Delaware, United States of America, represented herein by its authorized representative, MS. GLADYS OMAYRA FONTANEZ REYES, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this public deed arises from Certificate of Resolution of PR INVESTCO LLC signed by Eileen Sawyer, in her capacity of Manager of PR INVESTCO LLC, on May seventeen (17), two thousand twenty three (2023), in New York, New York, United States of America, before notary public Eric Orenstein, an original of which I, the Notary, hereby certify to have had before me, and

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which, in my opinion, is in full compliance with all legal requirements to authorize Ms. Gladys Omayra Fontanez Reyes to appear in this public deed on behalf of Buyer; and----------

---AS THE PARTY OF THE THIRD PART: Mister **JOSE ENRIQUE PEREZ CRUZ**, also known as José E. Pérez (hereinafter the "Broker"), who is of legal age, married, real estate broker, and resident of Bayamón, Puerto Rico.----------

---I, the Notary, certify that I am personally acquainted with GLADYS OMAYRA FONTANEZ REYES, JOSE ENRIQUE PEREZ CRUZ, MARIANITA, MARIA JULIA, ROLANDO, JOHANNA and JULIO and, through their statements, I further certify as to their respective ages, civil status, residences and occupations. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument. I, the Notary, certify that I am not personally acquainted with OSMARY, OSMARA and OMAR, who appear herein represented by JULIO, as their attorney in fact. I certify that the respective ages, civil status, residences, occupations and legal capacities of OSMARY, OSMARYA and OMAR to execute this public deed represented by JULIO appear from their respective powers of attorney mentioned hereinabove. Accordingly, the parties hereby----------

----------STATE AND AGREE:----------

---FIRST: <u>The Property; Title, Liens and Encumbrances</u>.------

-----One. <u>Title</u>. MARIANITA is the owner in fee simple title ("pleno dominio") and has the possession of a fifty percent (50%) participation or interest in the six (6) parcels of land

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described in the Spanish language hereinafter, which will be jointly referred to hereinafter as the "PROPERTY". MARIANITA, MARIA JULIA, JULIO, ROLANDO, JOHANNA, OSMARY, OSMARA and OMAR are the legitimate heirs (hereinafter, jointly, the "Heirs") of Mister Quirino Merino Pedroso (hereinafter "QUIRINO") as it appears from QUIRINO's last will and testament, deed number thirty seven (37), executed in Cabo Rojo, Puerto Rico, on December twenty one (21), two thousand ten (2010), before notary public Martín Aguilar Martínez (hereinafter the "Last Will and Testament"). As per the Last Will and Testament, the Heirs are the owners in fee simple title ("pleno dominio") and have the possession of a fifty percent (50%) participation or interest in the PROPERTY:----------

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----------**PROPERTY ONE (1)**----------

---**"RUSTICA:** Parcela número veintiuno (21), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número veinte (20) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número treinta y cuatro (34) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número cincuenta (50) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número once (11) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."-

---PROPERTY ONE (1) is parcel number eighteen thousand seven hundred eighty two (18,782), recorded at page one hundred sixty (160) of volume nine hundred seventy four (974), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico (the "Registry").----------

---PROPERTY ONE (1) was acquired by MARIANITA and QUIRINO when they were married to each other, through

deed number two hundred fifty four (254), executed in Mayaguez, Puerto Rico, on June one (1), nineteen ninety (1990), before notary public Roberto M. García Rullán, recorded at the overleaf of page two hundred forty one (241), of volume five hundred nine (509) of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty two (18,782), second (2nd) inscription. PROPERTY ONE (1) was acquired by the Heirs pursuant to the Last Will and Testament.----------

---The real property tax identification number ("Número de Catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to PROPERTY ONE (1) is three hundred seventy nine dash zero zero zero dash zero ten dash zero five dash zero zero zero (379-000-010-05-000).----------

---By its origin, PROPERTY ONE (1) is free of liens and encumbrances. ----------

---By itself, the PROPERTY ONE (1) is subject to: ----------

-----A) Restrictive covenants of edification and use constituted as per deed number two hundred fifty one (251), executed in Mayaguez, Puerto Rico, on June one (1), nineteen ninety (1990), before notary public Roberto M. García Rullán, recorded at page two hundred forty one (241) of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty two (18,782), first (1st) inscription.----------

-----B) Mortgage guaranteeing a mortgage note to the order of its bearer, in the principal sum of NINETY THOUSAND DOLLARS ($90,000), with interest at ten per cent (10%) per annum, due upon demand, constituted as per deed number

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two hundred fifty five (255), executed in Mayaguez, Puerto Rico, on June one (1), nineteen hundred ninety (1990), before notary public Roberto M. García Rullán, recorded at the overleaf of page two hundred forty one (241), of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty two (18,782), second (2nd) inscription, modified as per deed number four hundred six (406), executed in Mayaguez, Puerto Rico, on June eighteen (18), two thousand four (2004), before notary public Esther Rebeca Luzón Colón, recorded at page one hundred sixty six (166), of volume nine hundred seventy four (974), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty two (18,782), third (3rd) inscription.----------

----------PROPERTY TWO (2)----------

---**"RUSTICA:** Parcela número veinte (20) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número cuarenta y siete (47) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número veintiuno (21) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número cincuenta y siete (57) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número diez (10) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."----------

---PROPERTY TWO (2) is parcel number eighteen thousand seven hundred eighty one (18,781), recorded at page two hundred thirty five (235) of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry.----------

---PROPERTY TWO (2) was acquired by MARIANITA and

QUIRINO when they were married to each other, through deed number two hundred fifty two (252), executed in Mayaguez, Puerto Rico, on June one (1), nineteen hundred ninety (1990), before notary public Roberto M. García Rullán, recorded at page two hundred thirty six (236), of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty one (18,781), second (2nd) inscription. PROPERTY TWO (2) was acquired by the Heirs pursuant to the Last Will and Testament.----------

---The real property tax identification number ("Número de Catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to PROPERTY TWO (2) is three hundred seventy nine dash zero zero zero dash zero ten dash zero four dash zero zero zero (379-000-010-04-000).----------

---By its origin, PROPERTY TWO (2) is free of liens and encumbrances.----------

---By itself, PROPERTY TWO (2) is subject to:----------

-----A) Restrictive covenants of edification and use constituted as per deed number two hundred fifty one (251), executed in Mayaguez, Puerto Rico, on June one (1), nineteen ninety (1990), before notary public Roberto M. García Rullán, recorded at page two hundred thirty five (235) of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty one (18,781), first (1st) inscription.----------

-----B) Mortgage guaranteeing a mortgage note to the order of its bearer, in the principal sum of NINETY THOUSAND

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DOLLARS ($90,000), with interest at ten per cent (10%) per annum, due upon demand, constituted as per deed number two hundred fifty three (253), executed in Mayaguez, Puerto Rico, on June one (1), nineteen hundred ninety (1990), before notary public Roberto M. García Rullán, recorded at page two hundred thirty six (236), of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty one (18,781), second (2nd) inscription, modified as per deed number four hundred nine (409), executed in Mayaguez, Puerto Rico, on June eighteen (18), two thousand four (2004), before notary public Esther Rebeca Luzón Colón, recorded at page one hundred sixty three (163), of volume nine hundred seventy four (974), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty one (18,781), third (3rd) inscription.----------

----------**PROPERTY THREE (3)**----------

---**"RUSTICA:** Parcela número diecinueve (19) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con el Mar Caribe; por el SUR, con la parcela número catorce (14) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número uno (1) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número ciento ochenta y uno (181) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."----------

---PROPERTY THREE (3) is parcel number eighteen hundred eight hundred thirty (18,830), recorded at page two hundred twenty nine (229) of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry.----------

--- PROPERTY THREE (3) was acquired by MARIANITA and

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QUIRINO when they were married to each other, through deed number ten (10) executed in Mayaguez, Puerto Rico, on February twenty two (22), nineteen hundred eighty eight (1988), before notary public Juan Agustín Rivero, recorded at page number two hundred twenty nine (229) of volume five hundred seventy (570), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred thirty (18,830), second (2nd) inscription. PROPERTY THREE (3) was acquired by the Heirs pursuant to the Last Will and Testament.----------

---The real property tax identification number ("número de catastro") assigned by the Muncipal Revenue Collection Center ("CRIM") to PROPERTY THREE (3) is three hundred seventy nine dash zero zero zero dash zero ten dash zero three dash zero zero zero (379-000-010-03-000).----------

---By its origin, PROPERTY THREE (3) is free of liens and encumbrances.----------

---By itself, PROPERTY THREE (3) is subject to:----------

-----A) Restrictive covenants of edification and use constituted as per deed number seven (7), executed in Mayaguez, Puerto Rico, on February twenty (20), nineteen hundred eighty eight (1988), before notary public Juan Agustín Rivero, recorded at page two hundred twenty nine (229) of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred thirty (18,830), second (2nd) Marginal Note.----------

-----B) Mortgage guaranteeing a mortgage note to the order of its bearer, in the principal sum of FIFTY THOUSAND

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DOLLARS ($50,000), with interest at a variable rate over the preferential rate, due upon demand, constituted as per deed number one thousand seven hundred sixty seven (1,767), executed in Mayaguez, Puerto Rico, on July twelve (12), two thousand (2000), before notary public Francisco Biaggi Landrón, recorded at page twenty one (21), of volume seven hundred fifty seven (757), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred thirty (18,830), third (3rd) inscription, modified as per deed number four hundred seven (407), executed in Mayaguez, Puerto Rico, on June eighteen (18), two thousand four (2004), before notary public Esther Rebeca Luzón Colón, recorded at page twenty one (21), of volume seven hundred fifty seven (757), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred thirty (18,830), fourth (4th) inscription.----------

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----------**PROPERTY FOUR (4)**----------

---**"RUSTICA:** Parcela número ciento ochenta y uno (181) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con el Mar Caribe; por el SUR, con la parcela número catorce (14) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número diecinueve (19) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número ciento ochenta y dos (182) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."----------

---PROPERTY FOUR (4) is parcel number eighteen thousand eight hundred sixteen (18,816), recorded at page one hundred forty five (145) of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

--- PROPERTY FOUR (4) was acquired by MARIANITA and QUIRINO when they were married to each other, through deed number eight (8), executed in Mayaguez, Puerto Rico, on February twenty (20), nineteen hundred eighty eight (1988), before notary public Juan Agustín Rivera, recorded at page one hundred forty five (145), of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred sixteen (18,816), second (2nd) inscription. PROPERTY FOUR (4) was acquired by the Heirs pursuant to the Last Will and Testament.----------

---The real property tax identification number ("número de catastro") assigned by the Muncipal Revenue Collection Center ("CRIM") to PROPERTY FOUR (4) is three hundred seventy nine dash zero zero zero dash zero zero nine dash zero five dash zero zero zero (379-000-009-05-000).----------

---By its origin, PROPERTY FOUR (4) is free of liens and encumbrances.----------

---By itself, PROPERTY FOUR (4) is subject to the following liens and encumbrances:----------

-----A) Restrictive covenants of edification and use, constituted as per deed number seven (7), executed in Mayaguez, Puerto Rico, on February twenty (20), nineteen hundred eighty eight (1988), before notary public Juan Agustín Rivero, recorded at page one hundred forty five (145), of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred sixteen (18,816), first (1st) recording.-

----------PROPERTY FIVE (5)----------

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---**"RUSTICA:** Parcela número treinta y dos (32) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número cuarenta y uno (41) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número sesenta y cinco (65) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número treinta y nueve (39) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número setenta y tres (73) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."----------

---PROPERTY FIVE (5) is parcel number eighteen thousand six hundred ninety five (18,695), recorded at page nineteen (19) of volume five hundred eight (508), of Cabo Rojo, Section of San Germán of the Registry.----------

--- PROPERTY FIVE (5) was acquired by MARIANITA and QUIRINO when they were married to each other, through deed number thirty four (34), executed in Cabo Rojo, Puerto Rico, on September nineteen (19), two thousand eight (2008), before notary public Martín Aguilar Martínez, presented for inscription on March six (6), two thousand twenty three (2023), at entry number two thousand twenty three dash zero two six zero one six dash "S""G" zero one (2023-026016-SG01) of the Karibe System, First (1st) Section of San Germán of the Registry. PROPERTY FIVE (5) was acquired by the Heirs pursuant to the Last Will and Testament.----------

---The real property tax identification number ("número de catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to PROPERTY FIVE (5) is four hundred two dash zero zero eight dash three hundred twenty seven dash twenty five dash zero zero zero (402-008-327-25-000).--------

---By its origin, PROPERTY FIVE (5) is free of liens and encumbrances.----------

---By itself, PROPERTY FIVE (5) is subject to the following liens and encumbrances:----------

-----A) Mortgage over PROPERTY FIVE (5) and other parcels of land guaranteeing a mortgage note in favor of Doral Bank, or to its order, in the principal sum of one million seven hundred thousand dollars ($1,700,000), and whereby PROPERTY FIVE (5) responds for the sum of NINETEEN THOUSAND SEVEN HUNDRED SEVENTY SIX DOLLARS ($19,776), with interest at fifteen per cent (15%) per annum, due upon demand, constituted by deed number forty one (41), executed in San Juan, Puerto Rico, on May thirty one (31), two thousand (2000), before notary public Francisco Pujol Meneses, recorded at page ten (10) of volume eight hundred sixty four (864), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand six hundred ninety five (18,695), third (3rd) inscription, clarified by deed number forty five (45), executed in San Juan, Puerto Rico, on August twenty two (22), two thousand five (2005), before notary public Francisco Pujol Meneses, recorded at the margin of the third (3rd) inscription.----------

-----B) Mortgage over PROPERTY FIVE (5) and other parcels of land guaranteeing a mortgage note in favor of Doral Bank, or to its order, in the principal sum of one million three hundred thousand dollars ($1,300,000), and whereby PROPERTY FIVE (5) responds for the sum of FIFTEEN THOUSAND ONE HUNDRED TWENTY THREE DOLLARS ($15,123), with interest at fifteen per cent (15%) per annum,

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due upon demand, constituted by deed number thirty two (32), executed in San Juan, Puerto Rico, on April twenty five (25), two thousand one (2001), before notary public Francisco Pujol Meneses, recorded at page ten (10) of volume eight hundred sixty four (864), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand six hundred ninety five (18,695), fourth (4th) inscription, clarified by deed number forty five (45), executed in San Juan, Puerto Rico, on August twenty two (22), two thousand five (2005), before notary public Francisco Pujol Meneses, recorded at the margin of the fourth (4th) inscription.----------

-----C) Mortgage over PROPERTY FIVE (5) and other parcels of land guaranteeing a mortgage note in favor of its bearer, or to its order, in the principal sum of three hundred seventy thousand dollars ($370,000), and whereby PROPERTY FIVE (5) responds for the sum of FOUR THOUSAND SIX HUNDRED TWENTY FIVE DOLLARS ($4,625), with interest at five per cent (5%) per annum, due upon demand, constituted by deed number ninety two (92), executed in Mayaguez, Puerto Rico, on September twenty nine (29), two thousand five (2005), before notary public José M. Biaggi Junquera, recorded at the overleaf of page ten (10), of volume eight hundred sixty four (864), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand six hundred ninety five (18,695), sixth (6th) inscription.----------

----------**PROPERTY SIX (6)**----------

---**"RUSTICA:** Parcela número dieciocho (18), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con la

parcela número uno (1) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número veintidós (22) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número sesenta (60) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número catorce (15) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."-----

---PROPERTY SIX (6) is parcel number eighteen thousand eight hundred twenty nine (18,829), recorded at page two hundred twenty three (223) of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry.----------

---PROPERTY SIX (6) was acquired by MARIANITA and QUIRINO when they were married to each other, through deed number two hundred fifty eight (258), executed in Mayaguez, Puerto Rico, on December twenty three (23), nineteen ninety three (1993), before notary public José A. Olivieri Rodríguez, recorded at page two hundred twenty four (224) of volume five hundred ten (510), of volume five hundred nine (509) of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred twenty nine (18,829) third (3rd) inscription. PROPERTY SIX (6) was acquired by the Heirs pursuant to the Last Will and Testament.----------

---The real property tax identification number ("número de catastro") assigned by CRIM to PROPERTY SIX (6) is three hundred seventy nine dash zero ninety nine dash three hundred twenty seven dash seventy nine dash zero zero zero (379-099-327-79-000).----------

---By its origin, PROPERTY SIX (6) is subject to easements in favor or all public utilities. ----------

---By itself, the PROPERTY SIX (6) is free of liens and

encumbrances.----------

---MARIA JULIA, JULIO, ROLANDO and JOHANNA represent and warrant that they will acquire the PROPERTY in their personal capacities, as heirs of QUIRINO and not as part of any conjugal partnership.----------

---SECOND: Buyer wishes to acquire an option to buy the PROPERTY, with all its improvements, and rights and annexes, together with the possession thereof, and Sellers wish to grant, and hereby grant, said option to Buyer (hereinafter the "Option"), which is done pursuant to this public instrument and in accordance with the following:----------

----------TERMS AND CONDITIONS:----------

-----2.1. The purchase-sale price of the PROPERTY will be the lump sum of SEVEN MILLION TWO HUNDRED THOUSAND DOLLARS ($7,200,000), of which (i) ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000) will correspond and will be allocated to PROPERTY ONE (1); (ii) ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000) will correspond and will be allocated to PROPERTY TWO (2); ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000) will correspond and will be allocated to PROPERTY THREE (3); (iv) ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000) will correspond and will be allocated to PROPERTY FOUR (4); ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000) will correspond and will be allocated to PROPERTY FIVE (5); and ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000) will

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correspond and will be allocated to PROPERTY SIX (6).-------

---The SEVEN MILLION TWO HUNDRED THOUSAND DOLLARS ($7,200,000) purchase price of the PROPERTY is payable as follows:----------

----------2.1.1. the sum of THREE HUNDRED SIXTY THOUSAND DOLLARS ($360,000) has been paid by Buyer to Sellers simultaneously with the execution of this public deed, as consideration for the Option and as good faith deposit (the "Deposit"), which will be non-reimbursable, except only as set forth below in this public deed. Sellers hereby acknowledge receipt of the Deposit. Of said Deposit, (i) SIXTY THOUSAND DOLLARS ($60,000) will correspond and will be allocated to PROPERTY ONE (1); (ii) SIXTY THOUSAND DOLLARS ($60,000) will correspond and will be allocated to PROPERTY TWO (2); (iii) SIXTY THOUSAND DOLLARS ($60,000) will correspond and will be allocated to PROPERTY THREE (3); (iv) SIXTY THOUSAND DOLLARS ($60,000) will correspond and will be allocated to PROPERTY FOUR (4); (v) SIXTY THOUSAND DOLLARS ($60,000) will correspond and will be allocated to PROPERTY FIVE (5); and (vi) SIXTY THOUSAND DOLLARS ($60,000) will correspond and will be allocated to PROPERTY SIX (6).----------

----------2.1.2 the sum of SIX MILLION EIGHT HUNDRED FORTY THOUSAND DOLLARS ($6,840,000) will be payable in full by Buyer to the order of Sellers, simultaneously with the execution of the purchase sale public deed whereby Buyer will acquire fee simple title to the PROPERTY and the possession thereof, pursuant to the Option (the "Purchase-Sale Deed"). Of said amount, (i) ONE MILLION

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ONE HUNDRED FORTY THOUSAND DOLLARS ($1,140,000) will correspond and will be allocated to PROPERTY ONE (1); (ii) ONE MILLION ONE HUNDRED FORTY THOUSAND DOLLARS ($1,140,000) will correspond and will be allocated to PROPERTY TWO (2); (iii) ONE MILLION ONE HUNDRED FORTY THOUSAND DOLLARS ($1,140,000) will correspond and will be allocated to PROPERTY THREE (3); (iv) ONE MILLION ONE HUNDRED FORTY THOUSAND DOLLARS ($1,140,000) will correspond and will be allocated to PROPERTY FOUR (4); (v) ONE MILLION ONE HUNDRED FORTY THOUSAND DOLLARS ($1,140,000) will correspond and will be allocated to PROPERTY FIVE (5); and (vi) ONE MILLION ONE HUNDRED FORTY THOUSAND DOLLARS ($1,140,000) will correspond and will be allocated to PROPERTY SIX (6).-----

---As per the specific instructions of Sellers, all payments to Sellers pursuant to this deed and to the Purchase-Sale Deed will be by deposited by Buyer in an escrow account on behalf of Sellers at The Title Security Group.----------

-----2.2. The Option is granted for a term equal to: (i) one (1) year, starting on the date of execution of this public deed and ending on June nine (9), two thousand twenty four (2024); or (ii) thirty (30) calendar days after the Heirs present for inscription or recording their fifty percent (50%) participation or interest in the PROPERTY through the filing of the required documents or "Instancias" in the Registry, **whichever occurs later** (the "Term").----------

-----2.3. Upon the execution of the Purchase-Sale Deed, the Deposit will be credited to the portion of the purchase-sale

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price payable on the date of execution of the Purchase-Sale Deed.----------

-----2.4. If the Term ends and Buyer has not bought the PROPERTY within the Term (except for reasons attributable to Sellers), then the Deposit will be lost by Buyer, and will become the property of Sellers, as liquidated damages. If the PROPERTY cannot be bought by Buyer within the Term, for reasons attributable to Sellers, then Sellers will reimburse the Deposit to Buyer at the end of the Term.----------

-----2.5. The real estate property taxes payable to the Centro de Recaudaciones de Ingresos Municipales ("CRIM"), and all special taxes (if applicable) of the PROPERTY will be the responsibility of Sellers and payable by Sellers up to the date of execution of the Purchase-Sale Deed (the "Closing Date"). Thereafter they shall be the responsibility of Buyer and payable by Buyer.----------

-----2.6. The Purchase-Sale Deed shall be executed before a notary public selected by Buyer.----------

-----2.7. Deeds to cancel any liens or encumbrances affecting the PROPERTY, if any, existing at the time of execution of the Purchase-Sale Deed, except any permitted encumbrances, will be executed no later than the Closing Date, before a notary public selected by Buyer.----------

-----2.8. Through the Purchase-Sale Deed, Buyer will acquire recordable fee simple title to the PROPERTY and the possession thereof, "as is, where is", free and clear of occupants, liens and encumbrances, except permitted encumbrances disclosed in this deed, if any. During the Term of the Option, Sellers will have the possession of the

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PROPERTY and will be allowed to conduct legal business activities in the PROPERTY.----------

-----2.9. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of the Property of Puerto Rico of this public deed and of the Purchase-Sale Deed will be paid by Buyer.----------

-----2.10. The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of the Property of the deeds of cancellation mentioned in Section 2.7, above (if any) shall be paid by Sellers.----------

-----2.11. This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them.----------

-----2.12. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of Puerto Rico in the event of any litigation pursuant to this public deed.

-----2.13. All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

------TO SELLERS:----------
------MARIANITA CARBÓ CRUZ----------
------Urbanización Belmonte----------
------Calle Madrid 50----------
------Mayaguez, Puerto Rico 00680----------

------MARIA JULIA MERINO MORENO----------
------Urbanización Belmonte----------
------Calle Galicia 63----------
------Mayaguez, Puerto Rico 00680----------
------mjuliamerino@gmail.com----------

------JULIO MERINO RODRIGUEZ----------
------2141 SW 66 Avenue----------
------Miami, Florida 33155----------

------ROLANDO MERINO CARBÓ----------
------14139 Little River Drive----------
------Baytown, Texas 77523----------

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------JOHANNA MERINO CARBÓ----------
------9521 Whiteheart Drive----------
------Fredericksburg, Virginia 22407----------
------johanna_merino@hotmail.com----------

------OSMARY MERINO HERNANDEZ----------
------2141 SW 66 Avenue----------
------Miami, Florida 33155----------

------OSMARA ROSA MERINO HERNANDEZ----------
------2141 SW 66 Avenue----------
------Miami, Florida 33155----------

------OMAR MERINO JIMENEZ----------
------2141 SW 66 Avenue----------
------Miami, Florida 33155----------

------TO BUYER:----------
------PR INVESTCO LLC----------
-------733 Third Avenue----------
-------New York, NY 10017----------
------Attention: Eileen Sawyer----------
-----Electronic Mail: roberto.ruiz@ccgc.com.do----------

------TO THE BROKER:----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920----------
------Attention: José Enrique Pérez Cruz----------
-----Electronic Mail: passportre@gmail.com----------

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-----2.14. Sellers represent and warrant to Buyer that, to the best of Sellers' knowledge, there are no toxic, dangerous, contaminated or contaminating substances, in the PROPERTY, and the PROPERTY has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----2.15. The appearing parties acknowledge that the Broker, Mister José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the subject of this Option. The fees to Mr. Pérez Cruz and his associates, if any, for said service will be the responsibility of Buyer, and paid to the Broker simultaneously

with the execution of the Purchase-Sale Deed, only if the Option is exercised by Buyer and Buyer buys the PROPERTY pursuant to the Option. Said fees will amount to THREE HUNDRED SIXTY THOUSAND DOLLARS ($360,000), equivalent to five percent (5%) of the purchase-sale price of the PROPERTY.----------

-----2.16. The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed.----------

-----2.17. In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgement, judicial order or similar document, then and in that event the rest of this public deed will continue in full force and effect.----------

-----2.18. During the Term, Buyer and its employees, agents and/or contractors are authorized to enter the PROPERTY to make studies and/or surveys, identify boundaries, take measurements, identify and demarcate the maritime zone ("deslinde de la zona marítimo terrestre") and make inspections, during business days and hours. During the Term, Buyer and its employees, agents and/or contractors are authorized to obtain al necessary certifications of the maritime zone ("deslinde de la zona marítimo Terrestre") from the Department of Natural Resourced of the Commonwealth of Puerto Rico and/or from any and all agencies or governmental entities with jurisdiction about the boundaries of the maritime zone ("zona marítimo Terrestre"). The persons entering the PROPERTY pursuant to this authorization will be responsible for the damages suffered or caused by them in the

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PROPERTY. Every employee who enters the PROPERTY pursuant to this authorization will be insured by a valid policy of the Puerto Rico State Insurance Fund, and, if applicable, of the "Chauffers' Insurance" or "Seguro Choferil". In addition, Buyer will have in place, during the term of the Option, a public liability insurance policy covering damages caused or suffered in the PROPERTY by the persons who enter it pursuant to this authorization, with a minimum coverage of ONE MILLION DOLLARS ($1,000,000) per occurrence. Sellers will appear as co-insured in the policy, together with Buyer.----------

-----2.19. During the Term, Buyer is authorized to seek the approvals, permits and endorsements necessary for the development in the PROPERTY of a residential, recreational and tourism project, or of part of a residential, recreational and tourism project, provided the existing DTS zoning of the PROPERTY is not changed, and that such approvals, permits and endorsements (i) comply with the requirements of the existing DTS zoning of the PROPERTY; and (ii) do not negatively affect and/or diminish the value or quality of the PROPERTY. The aforesaid authorization includes authorization to identify and demarcate the maritime zone ("deslinde de la zona marítimo terrestre). Sellers hereby commit to confirm this authorization in writing if required by Buyer, for presentation to the corresponding public or governmental agencies and entities. If the PROPERTY is not purchased by Buyer, all approvals, permits and endorsements obtained by Buyer for the PROPERTY pursuant to the aforesaid authorization will be transferred and

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assigned by Buyer to Sellers at the end of the Term, at no cost to Sellers.----------

-----2.20. The PROPERTY may not be altered during the Term, except only if specifically authorized in advance, in writing, by Sellers and Buyer.----------

-----2.21. The Option is not transferable by Sellers. Conversely, Buyer is authorized to transfer or assign this agreement and all its rights and obligations hereunder, at the sole option and discretion of Buyer.----------

-----2.22. The appearing parties agree that this Deed of Option will remain in full force and effect, obliges the appearing parties, and their successors, heirs or assigns, according to the Laws of the Commonwealth of Puerto Rico. ----------



---THIRD: Additional Documentation. The parties hereto agree to execute and deliver any additional instruments and documents that may be necessary to record the transaction contemplated in this deed in the Registry of the Property of Puerto Rico. Any costs and expenses, including attorneys' fees, incurred in connection with the execution of any additional instruments and documents shall be for the account of the Buyer. ----------

---FOURTH: Request to the Registrar. The Honorable Registrar of the Property of Puerto Rico is respectfully requested to record in the Registry of the Property of Puerto Rico the Option, as set forth in this deed.----------

---FIFTH: If Buyer does not purchase the PROPERTY pursuant to the Option, Buyer will, within thirty (30) consecutive calendar days after the end of the Term, at Buyer's cost and expense, (i) cancel the lien or encumbrance

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on the PROPERTY created by the Option; and (ii) file for recordation in the Registry of the Property of Puerto Rico any and all documents needed for the recording of said cancellation in the Registry of the Property. If the appearance of Sellers is required in said cancellation, Sellers will appear therein. ----------

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----------ACCEPTANCE AND WARNINGS----------

---The appearing parties to this deed accept the same as drafted because it has been drawn up in accordance with their stipulations, terms and conditions. I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this deed and they were fully advised by me thereon. Specifically, I advised them of the following:----------



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-----(a) That any liens or encumbrances affecting title to the PROPERTY that may be filed for recordation prior to the filing of this deed may be legally binding and could take precedence over this deed.----------

-----(b) It is advisable to verify the status of liens and encumbrances on the PROPERTY as they may appear from the Registry of the Property of Puerto Rico on the date hereof and of the adverse consequences which may result from the failure to do so. To this effect, the appearing parties have been warned and advised by the subscribing Notary Public about the following: (i) that the digital system of recordation of the Digital Registry of Immovable Property of the Commonwealth of Puerto Rico provides Access to the Electronic Diary of Daily Operations, the Electronic Book of Recordation's, and the Single Book of Lines ("Libro Unico de Embargos") twenty four (24) hours a day, seven (7) days a week for both inquiries and filings which may affect the registration or rights under this deed; (ii) that said electronic books have been reviewed up to the date of the title search prepared for this transaction; and (iii) that the authorizing Notary Public has not consulted the Registry of the Property of Puerto Rico in any way whatsoever after the date of the aforementioned title search, to all of which the appearing parties give their acceptance and compliance, being fully aware of its consequences.----------

-----(c) That this deed was prepared in accordance with title searches (the "Title Searches"), prepared by **Capital Title Services, Inc.**, an entity engaged in such business, and not by the undersigned Notary. The aforementioned Title

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Searches are dated February twenty one (21), two thousand twenty three (2023). ----------

-----(d) The appearing parties accept the Title Search and are satisfied with the contents thereof. Consequently, the appearing parties release the Notary from any responsibility due to errors or omissions in said Title Search and/or due to any changes in the title to the PROPERTY or in its liens and encumbrances that might occur between the date of the Title Search and the date this deed is presented to the Registry of the Property of Puerto Rico for registration.----------

-----(e) The necessity and convenience of obtaining a negative certification of debt from the Municipal Revenue Collection Center tax rolls (CRIM – Centro de Recaudaciones de Ingresos Municipales) regarding the PROPERTY.----------

-----(f) This deed must be recorded in the appropriate Section of the Registry of the Property of Puerto Rico in order to bind all rights herein to third-parties.----------

---The appearing parties waived the right which I advised them they had to have witnesses to the execution of this deed; but, upon my advice, made use of their right to read the same, and, finding it drafted to their entire satisfaction, having been advised by me, the Notary, of the pertinent legal warnings and reservations, acknowledging that they have understood this deed in all its parts, fully ratify and confirm the statements contained herein as the true and exact embodiment of their stipulations, terms, and conditions, proceed to sign before me, and to affix their initials on each folio of the same.----------

---And I, the Notary, do hereby CERTIFY AND ATTEST as to my personal knowledge or identification of the appearing

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parties and as to their personal circumstances, in accordance with their statements, as well as to all other things herein contained.----------

---I, the Notary, CERTIFY AND GIVE FAITH.----------

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CERTIFICO que en la misma fecha y lugar de su otorgamiento expedí primera copia certificada a favor de la parte compradora. DOY FE. ----

Notario(a) Público(a)

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----DEED NUMBER THIRTY TWO (32)----------

------ DEED OF OPTION TO PURCHASE REAL ESTATE ------

---In the City of Mayaguez, Puerto Rico, on this ninth (9th) day of June, two thousand twenty three (2023),----------

---------- **BEFORE ME,** ----------

---MARIA DEL ROSARIO PUJOL THOMPSON, Attorney-at-Law and Notary Public in and for the Commonwealth of Puerto Rico, with residence in Guaynabo, Puerto Rico, and offices located at suite two hundred (200), Puerta del Condado Building, one thousand ninety five (1095) Wilson Street, San Juan, Puerto Rico,----------

---------- **APPEAR:** ----------

---AS PARTY OF THE FIRST PART: The following eight (8) persons who will be hereinafter jointly referred to as "Sellers": **(i) MARIANITA CARBÓ CRUZ** (hereinafter referred to as "MARIANITA"), who is of legal age, single, property owner and resident of Mayaguez, Puerto Rico; **(ii) MARIA JULIA MERINO MORENO** (hereinafter referred to as "MARIA JULIA"), who is of legal age, married to José Bermúdez, property owner and resident of Mayaguez, Puerto Rico; **(iii) JULIO MERINO RODRIGUEZ** (hereinafter referred to as "JULIO"), who is of legal age, married to Leidis Regalado Arias, merchant and resident of Miami, Florida, United States of America; **(iv) ROLANDO MERINO CARBÓ** (hereinafter referred to as "ROLANDO"), who is of legal age, married to Desiree Vallejo Colón, property owner and resident of Baytown, Texas, United States of America, who appears herein represented by his attorney in fact ("apoderada") Marianita Carbó Cruz, who is of legal age, single, property

owner and resident of Mayaguez, Puerto Rico, pursuant to General Power of Attorney ("Poder General"), executed on March eleven (11), two thousand twenty three (2023), in Houston, Texas, United States of America, before notary public Ana Membreno, with license number one, two, five, zero, three, three, four, five, three (125033453) and whose commission expires on August twenty five (25), two thousand twenty four (2024), protocolized in Cabo Rojo, Puerto Rico, as per public deed number eight (8) of April fourteen (14), two thousand twenty three (2023), before notary public Martín Aguilar Martínez. I, the Notary, hereby certify that I have had before me a certified copy of said Deed of Protocolization, that I have reviewed it, together with a certified copy of the aforesaid General Power of Attorney, and that, in my opinion, said documents are legally valid and correct, and comply with all legal requirements needed to authorize MARIANITA to appear in this public deed on behalf of ROLANDO, as attorney in fact ("apoderada") of ROLANDO; **(v) JOHANNA MERINO CARBÓ** (hereinafter referred to as "JOHANNA"), who is of legal age, married to Luis Pérez Torres, merchant and resident of Fredericksburg, Virginia, United States of America, who appears herein represented by her attorney in fact ("apoderada"), Julia Torres Hernández, who is of legal age, single, property owner and resident of San Juan, Puerto Rico, pursuant to General Power of Attorney ("Poder General") created as per public deed number eighteen (18), of November fifteen (15), two thousand eighteen (2018), executed in Mayaguez, Puerto Rico, before notary public Gabriel J. Tamayo Pérez. I the Notary, hereby certify that I

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have had before me a certified copy of said deed of General Power of Attorney, that I have reviewed it, and that in my opinion, said document is legally valid and correct, and complies with all legal requirements needed to authorize Julia Torres Hernández to appear in this public deed on behalf of JOHANNA, as attorney in fact ("apoderada") of JOHANNA; **(vi) OSMARY MERINO HERNANDEZ** (hereinafter referred to as "OSMARY"), who is of legal age, single, operator and resident of the municipality of Encrucijada, Villa Clara province, Republic of Cuba, who appears herein represented by his attorney in fact ("apoderado"), JULIO, who is of legal age, married, merchant and resident of Miami, Florida, United States of America, pursuant to Special Power of Attorney ("Poder Especial") created as per public deed number twenty two (22), of January nineteen (19), two thousand nineteen (2019), executed in the municipality of Encrucijada, Villa Clara province, Republic of Cuba, before Cuban notary public Juan Manuel Hernández Granado, protocolized in San Juan, Puerto Rico, as per public deed number six (6), of February sixteen (16), two thousand twenty three (2023), before Puerto Rico notary public María del Rosario Pujol Thompson. I, the Notary, hereby certify that I have had before me a certified copy of said Deed of Protocolization, that I have reviewed it, together with a certified copy of the aforesaid special power of attorney, and that, in my opinion, said documents are legally valid and correct, and comply with all legal requirements needed to authorize JULIO to appear in this public deed on behalf of OSMARY, as attorney in fact ("apoderado") of OSMARY; **(vii) OSMARA ROSA MERINO HERNANDEZ**

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(hereinafter referred to as "OSMARA"), who is of legal age, single, property owner and resident of the municipality of Encrucijada, Villa Clara province, Republic of Cuba, who appears herein represented by her attorney in fact, JULIO, who is of legal age, married, merchant and resident of Miami, Florida, United States of America, pursuant to Special Power of Attorney ("Poder Especial") created as per public deed number twenty three (23), of January nineteen (19), two thousand nineteen (2019), executed in the municipality of Encrucijada, Villa Clara province, Republic of Cuba, before Cuban notary public Juan Manuel Hernández Granado, protocolized in San Juan, Puerto Rico, as per public deed number seven (7), of February sixteen (16), two thousand twenty three (2023), before Puerto Rico notary public María del Rosario Pujol Thompson. I, the Notary, hereby certify that I have had before me a certified copy of said Deed of Protocolization, that I have reviewed it, together with a certified copy of the aforesaid special power of attorney, and that, in my opinion, said documents are legally valid and correct, and comply with all legal requirements needed to authorize JULIO to appear in this public deed on behalf of OSMARA, as attorney in fact ("apoderado") of OSMARA; and **(viii) OMAR MERINO JIMENEZ** (hereinafter referred to as "OMAR"), who is of legal age, single, unemployed and resident of the municipality of Encrucijada, Villa Clara province, Republic of Cuba, who appears herein represented by his attorney in fact ("apoderado"), JULIO, who is of legal age, married, merchant and resident of Miami, Florida, United States of America, pursuant to Special Power of Attorney

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("Poder Especial") created as per public deed number twenty one (21), of January nineteen (19), two thousand nineteen (2019), executed in the municipality of Encrucijada, Villa Clara province, Republic of Cuba, before Cuban notary public Juan Manuel Hernández Granado, protocolized in San Juan, Puerto Rico, as per public deed number eight (8), of February sixteen (16), two thousand twenty three (2023), before Puerto Rico notary public María del Rosario Pujol Thompson. I, the Notary, hereby certify that I have had before me a certified copy of said Deed of Protocolization, that I have reviewed it, together with a certified copy of the aforesaid special power of attorney, and that, in my opinion, said documents are legally valid and correct, and comply with all legal requirements needed to authorize JULIO to appear in this public deed on behalf of OMAR, as attorney in fact ("apoderado") of OMAR;--

---**AS PARTY OF THE SECOND PART: PR INVESTCO LLC** (hereinafter "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of the State of Delaware, United States of America, represented herein by its authorized representative, MS. GLADYS OMAYRA FONTANEZ REYES, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this public deed arises from Certificate of Resolution of PR INVESTCO LLC signed by Eileen Sawyer, in her capacity of Manager of PR INVESTCO LLC, on May seventeen (17), two thousand twenty three (2023), in New York, New York, United States of America, before notary public Eric Orenstein, an original of which I, the Notary, hereby certify to have had before me, and

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which, in my opinion, is in full compliance with all legal requirements to authorize Ms. Gladys Omayra Fontanez Reyes to appear in this public deed on behalf of Buyer; and----------

---AS THE PARTY OF THE THIRD PART: Mister **JOSE ENRIQUE PEREZ CRUZ**, also known as José E. Pérez (hereinafter the "Broker"), who is of legal age, married, real estate broker, and resident of Bayamón, Puerto Rico.----------

---I, the Notary, certify that I am personally acquainted with GLADYS OMAYRA FONTANEZ REYES, JOSE ENRIQUE PEREZ CRUZ, MARIANITA, MARIA JULIA, ROLANDO, JOHANNA and JULIO and, through their statements, I further certify as to their respective ages, civil status, residences and occupations. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument. I, the Notary, certify that I am not personally acquainted with OSMARY, OSMARA and OMAR, who appear herein represented by JULIO, as their attorney in fact. I certify that the respective ages, civil status, residences, occupations and legal capacities of OSMARY, OSMARYA and OMAR to execute this public deed represented by JULIO appear from their respective powers of attorney mentioned hereinabove. Accordingly, the parties hereby----------

----------STATE AND AGREE:----------

---FIRST: <u>The Property; Title, Liens and Encumbrances</u>.------

-----One. <u>Title</u>. MARIANITA is the owner in fee simple title ("pleno dominio") and has the possession of a fifty percent (50%) participation or interest in the six (6) parcels of land

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described in the Spanish language hereinafter, which will be jointly referred to hereinafter as the "PROPERTY". MARIANITA, MARIA JULIA, JULIO, ROLANDO, JOHANNA, OSMARY, OSMARA and OMAR are the legitimate heirs (hereinafter, jointly, the "Heirs") of Mister Quirino Merino Pedroso (hereinafter "QUIRINO") as it appears from QUIRINO's last will and testament, deed number thirty seven (37), executed in Cabo Rojo, Puerto Rico, on December twenty one (21), two thousand ten (2010), before notary public Martín Aguilar Martínez (hereinafter the "Last Will and Testament"). As per the Last Will and Testament, the Heirs are the owners in fee simple title ("pleno dominio") and have the possession of a fifty percent (50%) participation or interest in the PROPERTY:----------

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----------**PROPERTY ONE (1)**----------

---**"RUSTICA:** Parcela número veintiuno (21), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número veinte (20) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número treinta y cuatro (34) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número cincuenta (50) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número once (11) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."-

---PROPERTY ONE (1) is parcel number eighteen thousand seven hundred eighty two (18,782), recorded at page one hundred sixty (160) of volume nine hundred seventy four (974), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico (the "Registry").----------

---PROPERTY ONE (1) was acquired by MARIANITA and QUIRINO when they were married to each other, through

deed number two hundred fifty four (254), executed in Mayaguez, Puerto Rico, on June one (1), nineteen ninety (1990), before notary public Roberto M. García Rullán, recorded at the overleaf of page two hundred forty one (241), of volume five hundred nine (509) of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty two (18,782), second (2nd) inscription. PROPERTY ONE (1) was acquired by the Heirs pursuant to the Last Will and Testament.----------

---The real property tax identification number ("Número de Catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to PROPERTY ONE (1) is three hundred seventy nine dash zero zero zero dash zero ten dash zero five dash zero zero zero (379-000-010-05-000).----------

---By its origin, PROPERTY ONE (1) is free of liens and encumbrances. ----------

---By itself, the PROPERTY ONE (1) is subject to: ----------

-----A) Restrictive covenants of edification and use constituted as per deed number two hundred fifty one (251), executed in Mayaguez, Puerto Rico, on June one (1), nineteen ninety (1990), before notary public Roberto M. García Rullán, recorded at page two hundred forty one (241) of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty two (18,782), first (1st) inscription.----------

-----B) Mortgage guaranteeing a mortgage note to the order of its bearer, in the principal sum of NINETY THOUSAND DOLLARS ($90,000), with interest at ten per cent (10%) per annum, due upon demand, constituted as per deed number

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two hundred fifty five (255), executed in Mayaguez, Puerto Rico, on June one (1), nineteen hundred ninety (1990), before notary public Roberto M. García Rullán, recorded at the overleaf of page two hundred forty one (241), of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty two (18,782), second (2nd) inscription, modified as per deed number four hundred six (406), executed in Mayaguez, Puerto Rico, on June eighteen (18), two thousand four (2004), before notary public Esther Rebeca Luzón Colón, recorded at page one hundred sixty six (166), of volume nine hundred seventy four (974), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty two (18,782), third (3rd) inscription.----------

----------PROPERTY TWO (2)----------

---**"RUSTICA:** Parcela número veinte (20) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número cuarenta y siete (47) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número veintiuno (21) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número cincuenta y siete (57) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número diez (10) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."----------

---PROPERTY TWO (2) is parcel number eighteen thousand seven hundred eighty one (18,781), recorded at page two hundred thirty five (235) of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry.----------

---PROPERTY TWO (2) was acquired by MARIANITA and

QUIRINO when they were married to each other, through deed number two hundred fifty two (252), executed in Mayaguez, Puerto Rico, on June one (1), nineteen hundred ninety (1990), before notary public Roberto M. García Rullán, recorded at page two hundred thirty six (236), of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty one (18,781), second (2nd) inscription. PROPERTY TWO (2) was acquired by the Heirs pursuant to the Last Will and Testament.----------

---The real property tax identification number ("Número de Catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to PROPERTY TWO (2) is three hundred seventy nine dash zero zero zero dash zero ten dash zero four dash zero zero zero (379-000-010-04-000).----------

---By its origin, PROPERTY TWO (2) is free of liens and encumbrances.----------

---By itself, PROPERTY TWO (2) is subject to:----------

-----A) Restrictive covenants of edification and use constituted as per deed number two hundred fifty one (251), executed in Mayaguez, Puerto Rico, on June one (1), nineteen ninety (1990), before notary public Roberto M. García Rullán, recorded at page two hundred thirty five (235) of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty one (18,781), first (1st) inscription.----------

-----B) Mortgage guaranteeing a mortgage note to the order of its bearer, in the principal sum of NINETY THOUSAND

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DOLLARS ($90,000), with interest at ten per cent (10%) per annum, due upon demand, constituted as per deed number two hundred fifty three (253), executed in Mayaguez, Puerto Rico, on June one (1), nineteen hundred ninety (1990), before notary public Roberto M. García Rullán, recorded at page two hundred thirty six (236), of volume five hundred nine (509), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty one (18,781), second (2nd) inscription, modified as per deed number four hundred nine (409), executed in Mayaguez, Puerto Rico, on June eighteen (18), two thousand four (2004), before notary public Esther Rebeca Luzón Colón, recorded at page one hundred sixty three (163), of volume nine hundred seventy four (974), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand seven hundred eighty one (18,781), third (3rd) inscription.----------

----------**PROPERTY THREE (3)**----------

---**"RUSTICA:** Parcela número diecinueve (19) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con el Mar Caribe; por el SUR, con la parcela número catorce (14) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número uno (1) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número ciento ochenta y uno (181) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."----------

---PROPERTY THREE (3) is parcel number eighteen hundred eight hundred thirty (18,830), recorded at page two hundred twenty nine (229) of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry.----------

--- PROPERTY THREE (3) was acquired by MARIANITA and

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QUIRINO when they were married to each other, through deed number ten (10) executed in Mayaguez, Puerto Rico, on February twenty two (22), nineteen hundred eighty eight (1988), before notary public Juan Agustín Rivero, recorded at page number two hundred twenty nine (229) of volume five hundred seventy (570), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred thirty (18,830), second (2nd) inscription. PROPERTY THREE (3) was acquired by the Heirs pursuant to the Last Will and Testament.----------

---The real property tax identification number ("número de catastro") assigned by the Muncipal Revenue Collection Center ("CRIM") to PROPERTY THREE (3) is three hundred seventy nine dash zero zero zero dash zero ten dash zero three dash zero zero zero (379-000-010-03-000).----------

---By its origin, PROPERTY THREE (3) is free of liens and encumbrances.----------

---By itself, PROPERTY THREE (3) is subject to:----------

-----A) Restrictive covenants of edification and use constituted as per deed number seven (7), executed in Mayaguez, Puerto Rico, on February twenty (20), nineteen hundred eighty eight (1988), before notary public Juan Agustín Rivero, recorded at page two hundred twenty nine (229) of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred thirty (18,830), second (2nd) Marginal Note.----------

-----B) Mortgage guaranteeing a mortgage note to the order of its bearer, in the principal sum of FIFTY THOUSAND

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DOLLARS ($50,000), with interest at a variable rate over the preferential rate, due upon demand, constituted as per deed number one thousand seven hundred sixty seven (1,767), executed in Mayaguez, Puerto Rico, on July twelve (12), two thousand (2000), before notary public Francisco Biaggi Landrón, recorded at page twenty one (21), of volume seven hundred fifty seven (757), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred thirty (18,830), third (3rd) inscription, modified as per deed number four hundred seven (407), executed in Mayaguez, Puerto Rico, on June eighteen (18), two thousand four (2004), before notary public Esther Rebeca Luzón Colón, recorded at page twenty one (21), of volume seven hundred fifty seven (757), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred thirty (18,830), fourth (4th) inscription.----------

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----------**PROPERTY FOUR (4)**----------

---**"RUSTICA:** Parcela número ciento ochenta y uno (181) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con el Mar Caribe; por el SUR, con la parcela número catorce (14) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número diecinueve (19) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número ciento ochenta y dos (182) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."----------

---PROPERTY FOUR (4) is parcel number eighteen thousand eight hundred sixteen (18,816), recorded at page one hundred forty five (145) of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

--- PROPERTY FOUR (4) was acquired by MARIANITA and QUIRINO when they were married to each other, through deed number eight (8), executed in Mayaguez, Puerto Rico, on February twenty (20), nineteen hundred eighty eight (1988), before notary public Juan Agustín Rivera, recorded at page one hundred forty five (145), of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred sixteen (18,816), second (2nd) inscription. PROPERTY FOUR (4) was acquired by the Heirs pursuant to the Last Will and Testament.----------

---The real property tax identification number ("número de catastro") assigned by the Muncipal Revenue Collection Center ("CRIM") to PROPERTY FOUR (4) is three hundred seventy nine dash zero zero zero dash zero zero nine dash zero five dash zero zero zero (379-000-009-05-000).----------

---By its origin, PROPERTY FOUR (4) is free of liens and encumbrances.----------

---By itself, PROPERTY FOUR (4) is subject to the following liens and encumbrances:----------

-----A) Restrictive covenants of edification and use, constituted as per deed number seven (7), executed in Mayaguez, Puerto Rico, on February twenty (20), nineteen hundred eighty eight (1988), before notary public Juan Agustín Rivero, recorded at page one hundred forty five (145), of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred sixteen (18,816), first (1st) recording.-

----------PROPERTY FIVE (5)----------

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---**"RUSTICA:** Parcela número treinta y dos (32) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número cuarenta y uno (41) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número sesenta y cinco (65) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número treinta y nueve (39) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número setenta y tres (73) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."----------

---PROPERTY FIVE (5) is parcel number eighteen thousand six hundred ninety five (18,695), recorded at page nineteen (19) of volume five hundred eight (508), of Cabo Rojo, Section of San Germán of the Registry.----------

--- PROPERTY FIVE (5) was acquired by MARIANITA and QUIRINO when they were married to each other, through deed number thirty four (34), executed in Cabo Rojo, Puerto Rico, on September nineteen (19), two thousand eight (2008), before notary public Martín Aguilar Martínez, presented for inscription on March six (6), two thousand twenty three (2023), at entry number two thousand twenty three dash zero two six zero one six dash "S""G" zero one (2023-026016-SG01) of the Karibe System, First (1st) Section of San Germán of the Registry. PROPERTY FIVE (5) was acquired by the Heirs pursuant to the Last Will and Testament.----------

---The real property tax identification number ("número de catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to PROPERTY FIVE (5) is four hundred two dash zero zero eight dash three hundred twenty seven dash twenty five dash zero zero zero (402-008-327-25-000).--------

---By its origin, PROPERTY FIVE (5) is free of liens and encumbrances.----------

---By itself, PROPERTY FIVE (5) is subject to the following liens and encumbrances:----------

-----A) Mortgage over PROPERTY FIVE (5) and other parcels of land guaranteeing a mortgage note in favor of Doral Bank, or to its order, in the principal sum of one million seven hundred thousand dollars ($1,700,000), and whereby PROPERTY FIVE (5) responds for the sum of NINETEEN THOUSAND SEVEN HUNDRED SEVENTY SIX DOLLARS ($19,776), with interest at fifteen per cent (15%) per annum, due upon demand, constituted by deed number forty one (41), executed in San Juan, Puerto Rico, on May thirty one (31), two thousand (2000), before notary public Francisco Pujol Meneses, recorded at page ten (10) of volume eight hundred sixty four (864), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand six hundred ninety five (18,695), third (3rd) inscription, clarified by deed number forty five (45), executed in San Juan, Puerto Rico, on August twenty two (22), two thousand five (2005), before notary public Francisco Pujol Meneses, recorded at the margin of the third (3rd) inscription.----------

-----B) Mortgage over PROPERTY FIVE (5) and other parcels of land guaranteeing a mortgage note in favor of Doral Bank, or to its order, in the principal sum of one million three hundred thousand dollars ($1,300,000), and whereby PROPERTY FIVE (5) responds for the sum of FIFTEEN THOUSAND ONE HUNDRED TWENTY THREE DOLLARS ($15,123), with interest at fifteen per cent (15%) per annum,

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due upon demand, constituted by deed number thirty two (32), executed in San Juan, Puerto Rico, on April twenty five (25), two thousand one (2001), before notary public Francisco Pujol Meneses, recorded at page ten (10) of volume eight hundred sixty four (864), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand six hundred ninety five (18,695), fourth (4th) inscription, clarified by deed number forty five (45), executed in San Juan, Puerto Rico, on August twenty two (22), two thousand five (2005), before notary public Francisco Pujol Meneses, recorded at the margin of the fourth (4th) inscription.----------

-----C) Mortgage over PROPERTY FIVE (5) and other parcels of land guaranteeing a mortgage note in favor of its bearer, or to its order, in the principal sum of three hundred seventy thousand dollars ($370,000), and whereby PROPERTY FIVE (5) responds for the sum of FOUR THOUSAND SIX HUNDRED TWENTY FIVE DOLLARS ($4,625), with interest at five per cent (5%) per annum, due upon demand, constituted by deed number ninety two (92), executed in Mayaguez, Puerto Rico, on September twenty nine (29), two thousand five (2005), before notary public José M. Biaggi Junquera, recorded at the overleaf of page ten (10), of volume eight hundred sixty four (864), of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand six hundred ninety five (18,695), sixth (6th) inscription.----------

----------**PROPERTY SIX (6)**----------

---**"RUSTICA:** Parcela número dieciocho (18), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con la

parcela número uno (1) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número veintidós (22) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número sesenta (60) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número catorce (15) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."-----

---PROPERTY SIX (6) is parcel number eighteen thousand eight hundred twenty nine (18,829), recorded at page two hundred twenty three (223) of volume five hundred ten (510), of Cabo Rojo, Section of San Germán of the Registry.----------

---PROPERTY SIX (6) was acquired by MARIANITA and QUIRINO when they were married to each other, through deed number two hundred fifty eight (258), executed in Mayaguez, Puerto Rico, on December twenty three (23), nineteen ninety three (1993), before notary public José A. Olivieri Rodríguez, recorded at page two hundred twenty four (224) of volume five hundred ten (510), of volume five hundred nine (509) of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred twenty nine (18,829) third (3rd) inscription. PROPERTY SIX (6) was acquired by the Heirs pursuant to the Last Will and Testament.----------

---The real property tax identification number ("número de catastro") assigned by CRIM to PROPERTY SIX (6) is three hundred seventy nine dash zero ninety nine dash three hundred twenty seven dash seventy nine dash zero zero zero (379-099-327-79-000).----------

---By its origin, PROPERTY SIX (6) is subject to easements in favor or all public utilities. ----------

---By itself, the PROPERTY SIX (6) is free of liens and

encumbrances.----------

---MARIA JULIA, JULIO, ROLANDO and JOHANNA represent and warrant that they will acquire the PROPERTY in their personal capacities, as heirs of QUIRINO and not as part of any conjugal partnership.----------

---SECOND: Buyer wishes to acquire an option to buy the PROPERTY, with all its improvements, and rights and annexes, together with the possession thereof, and Sellers wish to grant, and hereby grant, said option to Buyer (hereinafter the "Option"), which is done pursuant to this public instrument and in accordance with the following:----------

----------TERMS AND CONDITIONS:----------

-----2.1. The purchase-sale price of the PROPERTY will be the lump sum of SEVEN MILLION TWO HUNDRED THOUSAND DOLLARS ($7,200,000), of which (i) ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000) will correspond and will be allocated to PROPERTY ONE (1); (ii) ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000) will correspond and will be allocated to PROPERTY TWO (2); ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000) will correspond and will be allocated to PROPERTY THREE (3); (iv) ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000) will correspond and will be allocated to PROPERTY FOUR (4); ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000) will correspond and will be allocated to PROPERTY FIVE (5); and ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000) will

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correspond and will be allocated to PROPERTY SIX (6).-------

---The SEVEN MILLION TWO HUNDRED THOUSAND DOLLARS ($7,200,000) purchase price of the PROPERTY is payable as follows:----------

----------2.1.1. the sum of THREE HUNDRED SIXTY THOUSAND DOLLARS ($360,000) has been paid by Buyer to Sellers simultaneously with the execution of this public deed, as consideration for the Option and as good faith deposit (the "Deposit"), which will be non-reimbursable, except only as set forth below in this public deed. Sellers hereby acknowledge receipt of the Deposit. Of said Deposit, (i) SIXTY THOUSAND DOLLARS ($60,000) will correspond and will be allocated to PROPERTY ONE (1); (ii) SIXTY THOUSAND DOLLARS ($60,000) will correspond and will be allocated to PROPERTY TWO (2); (iii) SIXTY THOUSAND DOLLARS ($60,000) will correspond and will be allocated to PROPERTY THREE (3); (iv) SIXTY THOUSAND DOLLARS ($60,000) will correspond and will be allocated to PROPERTY FOUR (4); (v) SIXTY THOUSAND DOLLARS ($60,000) will correspond and will be allocated to PROPERTY FIVE (5); and (vi) SIXTY THOUSAND DOLLARS ($60,000) will correspond and will be allocated to PROPERTY SIX (6).----------

----------2.1.2 the sum of SIX MILLION EIGHT HUNDRED FORTY THOUSAND DOLLARS ($6,840,000) will be payable in full by Buyer to the order of Sellers, simultaneously with the execution of the purchase sale public deed whereby Buyer will acquire fee simple title to the PROPERTY and the possession thereof, pursuant to the Option (the "Purchase-Sale Deed"). Of said amount, (i) ONE MILLION

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ONE HUNDRED FORTY THOUSAND DOLLARS ($1,140,000) will correspond and will be allocated to PROPERTY ONE (1); (ii) ONE MILLION ONE HUNDRED FORTY THOUSAND DOLLARS ($1,140,000) will correspond and will be allocated to PROPERTY TWO (2); (iii) ONE MILLION ONE HUNDRED FORTY THOUSAND DOLLARS ($1,140,000) will correspond and will be allocated to PROPERTY THREE (3); (iv) ONE MILLION ONE HUNDRED FORTY THOUSAND DOLLARS ($1,140,000) will correspond and will be allocated to PROPERTY FOUR (4); (v) ONE MILLION ONE HUNDRED FORTY THOUSAND DOLLARS ($1,140,000) will correspond and will be allocated to PROPERTY FIVE (5); and (vi) ONE MILLION ONE HUNDRED FORTY THOUSAND DOLLARS ($1,140,000) will correspond and will be allocated to PROPERTY SIX (6).-----

---As per the specific instructions of Sellers, all payments to Sellers pursuant to this deed and to the Purchase-Sale Deed will be by deposited by Buyer in an escrow account on behalf of Sellers at The Title Security Group.----------

-----2.2. The Option is granted for a term equal to: (i) one (1) year, starting on the date of execution of this public deed and ending on June nine (9), two thousand twenty four (2024); or (ii) thirty (30) calendar days after the Heirs present for inscription or recording their fifty percent (50%) participation or interest in the PROPERTY through the filing of the required documents or "Instancias" in the Registry, **whichever occurs later** (the "Term").----------

-----2.3. Upon the execution of the Purchase-Sale Deed, the Deposit will be credited to the portion of the purchase-sale

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price payable on the date of execution of the Purchase-Sale Deed.----------

-----2.4. If the Term ends and Buyer has not bought the PROPERTY within the Term (except for reasons attributable to Sellers), then the Deposit will be lost by Buyer, and will become the property of Sellers, as liquidated damages. If the PROPERTY cannot be bought by Buyer within the Term, for reasons attributable to Sellers, then Sellers will reimburse the Deposit to Buyer at the end of the Term.----------

-----2.5. The real estate property taxes payable to the Centro de Recaudaciones de Ingresos Municipales ("CRIM"), and all special taxes (if applicable) of the PROPERTY will be the responsibility of Sellers and payable by Sellers up to the date of execution of the Purchase-Sale Deed (the "Closing Date"). Thereafter they shall be the responsibility of Buyer and payable by Buyer.----------

-----2.6. The Purchase-Sale Deed shall be executed before a notary public selected by Buyer.----------

-----2.7. Deeds to cancel any liens or encumbrances affecting the PROPERTY, if any, existing at the time of execution of the Purchase-Sale Deed, except any permitted encumbrances, will be executed no later than the Closing Date, before a notary public selected by Buyer.----------

-----2.8. Through the Purchase-Sale Deed, Buyer will acquire recordable fee simple title to the PROPERTY and the possession thereof, "as is, where is", free and clear of occupants, liens and encumbrances, except permitted encumbrances disclosed in this deed, if any. During the Term of the Option, Sellers will have the possession of the

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-----2.9. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of the Property of Puerto Rico of this public deed and of the Purchase-Sale Deed will be paid by Buyer.----------

-----2.10. The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of the Property of the deeds of cancellation mentioned in Section 2.7, above (if any) shall be paid by Sellers.----------

-----2.11. This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them.----------

-----2.12. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of Puerto Rico in the event of any litigation pursuant to this public deed.

-----2.13. All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

------TO SELLERS:----------
------MARIANITA CARBÓ CRUZ----------
------Urbanización Belmonte----------
------Calle Madrid 50----------
------Mayaguez, Puerto Rico 00680----------

------MARIA JULIA MERINO MORENO----------
------Urbanización Belmonte----------
------Calle Galicia 63----------
------Mayaguez, Puerto Rico 00680----------
------mjuliamerino@gmail.com----------

------JULIO MERINO RODRIGUEZ----------
------2141 SW 66 Avenue----------
------Miami, Florida 33155----------

------ROLANDO MERINO CARBÓ----------
------14139 Little River Drive----------
------Baytown, Texas 77523----------

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------JOHANNA MERINO CARBÓ----------
------9521 Whiteheart Drive----------
------Fredericksburg, Virginia 22407----------
------johanna_merino@hotmail.com----------

------OSMARY MERINO HERNANDEZ----------
------2141 SW 66 Avenue----------
------Miami, Florida 33155----------

------OSMARA ROSA MERINO HERNANDEZ----------
------2141 SW 66 Avenue----------
------Miami, Florida 33155----------

------OMAR MERINO JIMENEZ----------
------2141 SW 66 Avenue----------
------Miami, Florida 33155----------

------TO BUYER:----------
------PR INVESTCO LLC----------
-------733 Third Avenue----------
-------New York, NY 10017----------
------Attention: Eileen Sawyer----------
-----Electronic Mail: roberto.ruiz@ccgc.com.do----------

------TO THE BROKER:----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920----------
------Attention: José Enrique Pérez Cruz----------
-----Electronic Mail: passportre@gmail.com----------

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-----2.14. Sellers represent and warrant to Buyer that, to the best of Sellers' knowledge, there are no toxic, dangerous, contaminated or contaminating substances, in the PROPERTY, and the PROPERTY has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----2.15. The appearing parties acknowledge that the Broker, Mister José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the subject of this Option. The fees to Mr. Pérez Cruz and his associates, if any, for said service will be the responsibility of Buyer, and paid to the Broker simultaneously

with the execution of the Purchase-Sale Deed, only if the Option is exercised by Buyer and Buyer buys the PROPERTY pursuant to the Option. Said fees will amount to THREE HUNDRED SIXTY THOUSAND DOLLARS ($360,000), equivalent to five percent (5%) of the purchase-sale price of the PROPERTY.----------

-----2.16. The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed.----------

-----2.17. In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgement, judicial order or similar document, then and in that event the rest of this public deed will continue in full force and effect.----------

-----2.18. During the Term, Buyer and its employees, agents and/or contractors are authorized to enter the PROPERTY to make studies and/or surveys, identify boundaries, take measurements, identify and demarcate the maritime zone ("deslinde de la zona marítimo terrestre") and make inspections, during business days and hours. During the Term, Buyer and its employees, agents and/or contractors are authorized to obtain al necessary certifications of the maritime zone ("deslinde de la zona marítimo Terrestre") from the Department of Natural Resourced of the Commonwealth of Puerto Rico and/or from any and all agencies or governmental entities with jurisdiction about the boundaries of the maritime zone ("zona marítimo Terrestre"). The persons entering the PROPERTY pursuant to this authorization will be responsible for the damages suffered or caused by them in the

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PROPERTY. Every employee who enters the PROPERTY pursuant to this authorization will be insured by a valid policy of the Puerto Rico State Insurance Fund, and, if applicable, of the "Chauffers' Insurance" or "Seguro Choferil". In addition, Buyer will have in place, during the term of the Option, a public liability insurance policy covering damages caused or suffered in the PROPERTY by the persons who enter it pursuant to this authorization, with a minimum coverage of ONE MILLION DOLLARS ($1,000,000) per occurrence. Sellers will appear as co-insured in the policy, together with Buyer.----------

-----2.19. During the Term, Buyer is authorized to seek the approvals, permits and endorsements necessary for the development in the PROPERTY of a residential, recreational and tourism project, or of part of a residential, recreational and tourism project, provided the existing DTS zoning of the PROPERTY is not changed, and that such approvals, permits and endorsements (i) comply with the requirements of the existing DTS zoning of the PROPERTY; and (ii) do not negatively affect and/or diminish the value or quality of the PROPERTY. The aforesaid authorization includes authorization to identify and demarcate the maritime zone ("deslinde de la zona marítimo terrestre). Sellers hereby commit to confirm this authorization in writing if required by Buyer, for presentation to the corresponding public or governmental agencies and entities. If the PROPERTY is not purchased by Buyer, all approvals, permits and endorsements obtained by Buyer for the PROPERTY pursuant to the aforesaid authorization will be transferred and

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assigned by Buyer to Sellers at the end of the Term, at no cost to Sellers.----------

-----2.20. The PROPERTY may not be altered during the Term, except only if specifically authorized in advance, in writing, by Sellers and Buyer.----------

-----2.21. The Option is not transferable by Sellers. Conversely, Buyer is authorized to transfer or assign this agreement and all its rights and obligations hereunder, at the sole option and discretion of Buyer.----------

-----2.22. The appearing parties agree that this Deed of Option will remain in full force and effect, obliges the appearing parties, and their successors, heirs or assigns, according to the Laws of the Commonwealth of Puerto Rico. ----------



---THIRD: Additional Documentation. The parties hereto agree to execute and deliver any additional instruments and documents that may be necessary to record the transaction contemplated in this deed in the Registry of the Property of Puerto Rico. Any costs and expenses, including attorneys' fees, incurred in connection with the execution of any additional instruments and documents shall be for the account of the Buyer. ----------

---FOURTH: Request to the Registrar. The Honorable Registrar of the Property of Puerto Rico is respectfully requested to record in the Registry of the Property of Puerto Rico the Option, as set forth in this deed.----------

---FIFTH: If Buyer does not purchase the PROPERTY pursuant to the Option, Buyer will, within thirty (30) consecutive calendar days after the end of the Term, at Buyer's cost and expense, (i) cancel the lien or encumbrance

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on the PROPERTY created by the Option; and (ii) file for recordation in the Registry of the Property of Puerto Rico any and all documents needed for the recording of said cancellation in the Registry of the Property. If the appearance of Sellers is required in said cancellation, Sellers will appear therein. ----------

---

----------ACCEPTANCE AND WARNINGS----------

---The appearing parties to this deed accept the same as drafted because it has been drawn up in accordance with their stipulations, terms and conditions. I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this deed and they were fully advised by me thereon. Specifically, I advised them of the following:----------



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-----(a) That any liens or encumbrances affecting title to the PROPERTY that may be filed for recordation prior to the filing of this deed may be legally binding and could take precedence over this deed.----------

-----(b) It is advisable to verify the status of liens and encumbrances on the PROPERTY as they may appear from the Registry of the Property of Puerto Rico on the date hereof and of the adverse consequences which may result from the failure to do so. To this effect, the appearing parties have been warned and advised by the subscribing Notary Public about the following: (i) that the digital system of recordation of the Digital Registry of Immovable Property of the Commonwealth of Puerto Rico provides Access to the Electronic Diary of Daily Operations, the Electronic Book of Recordation's, and the Single Book of Lines ("Libro Unico de Embargos") twenty four (24) hours a day, seven (7) days a week for both inquiries and filings which may affect the registration or rights under this deed; (ii) that said electronic books have been reviewed up to the date of the title search prepared for this transaction; and (iii) that the authorizing Notary Public has not consulted the Registry of the Property of Puerto Rico in any way whatsoever after the date of the aforementioned title search, to all of which the appearing parties give their acceptance and compliance, being fully aware of its consequences.----------

-----(c) That this deed was prepared in accordance with title searches (the "Title Searches"), prepared by **Capital Title Services, Inc.**, an entity engaged in such business, and not by the undersigned Notary. The aforementioned Title

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Searches are dated February twenty one (21), two thousand twenty three (2023). ----------

-----(d) The appearing parties accept the Title Search and are satisfied with the contents thereof. Consequently, the appearing parties release the Notary from any responsibility due to errors or omissions in said Title Search and/or due to any changes in the title to the PROPERTY or in its liens and encumbrances that might occur between the date of the Title Search and the date this deed is presented to the Registry of the Property of Puerto Rico for registration.----------

-----(e) The necessity and convenience of obtaining a negative certification of debt from the Municipal Revenue Collection Center tax rolls (CRIM – Centro de Recaudaciones de Ingresos Municipales) regarding the PROPERTY.----------

-----(f) This deed must be recorded in the appropriate Section of the Registry of the Property of Puerto Rico in order to bind all rights herein to third-parties.----------

---The appearing parties waived the right which I advised them they had to have witnesses to the execution of this deed; but, upon my advice, made use of their right to read the same, and, finding it drafted to their entire satisfaction, having been advised by me, the Notary, of the pertinent legal warnings and reservations, acknowledging that they have understood this deed in all its parts, fully ratify and confirm the statements contained herein as the true and exact embodiment of their stipulations, terms, and conditions, proceed to sign before me, and to affix their initials on each folio of the same.----------

---And I, the Notary, do hereby CERTIFY AND ATTEST as to my personal knowledge or identification of the appearing

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parties and as to their personal circumstances, in accordance with their statements, as well as to all other things herein contained.----------

---I, the Notary, CERTIFY AND GIVE FAITH.----------

MARIA DEL ROSARIO PUJOL THOMPSON
ABOGADO-NOTARIO

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ABOGADO-NOTARIO

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CERTIFICO que en la misma fecha y lugar de su otorgamiento expedí primera copia certificada a favor de la parte compradora. DOY FE. ----

Notario(a) Público(a)

MARIA DEL ROSARIO PUJOL THOMPSON
ABOGADO-NOTARIO

G.D.F.R.

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----DEED NUMBER TWENTY NINE (29)----------

------ DEED OF OPTION TO PURCHASE REAL ESTATE ------

---In the City of San Juan, Puerto Rico, on this twelfth (12th) day of May, two thousand twenty three (2023),----------

---------- **BEFORE ME,** ----------

---MARIA DEL ROSARIO PUJOL THOMPSON, Attorney-at-Law and Notary Public in and for the Commonwealth of Puerto Rico, with residence in Guaynabo, Puerto Rico, and offices located at suite two hundred (200), Puerta del Condado Building, one thousand ninety five (1095) Wilson Street, San Juan, Puerto Rico,----------

---------- **APPEAR:** ----------

---AS PARTY OF THE FIRST PART: ROBERTO DANIEL ACOSTA MARTIN, of legal age, single, electrical engineer and resident of Cabo Rojo, Puerto Rico (hereinafter "Roberto");----------

---AS PARTY OF THE SECOND PART: JAVIER ACOSTA MARTIN, of legal age, married, electrical engineer and resident of Cabo Rojo, Puerto Rico (hereinafter "Javier");-------

---AS PARTY OF THE THIRD PART: CARLOS DAVID ACOSTA MARTIN, of legal age, single, contractor and resident of Hormigueros, Puerto Rico (hereinafter "Carlos");----------

---AS PARTY OF THE FOURTH PART: RAMONITA MARTIN VELEZ, of legal age, single, property owner and resident of Cabo Rojo, Puerto Rico (hereinafter "Ramonita"). Ramonita appears herein represented by her three (3) attorneys-in-fact, Roberto, Javier and Carlos, pursuant to Deed of General Durable Power of Attorney and Designation

of Tutor ("Poder General Duradero y Designación de Tutor"), executed by Ramonita in Cabo Rojo, Puerto Rico, on January nineteen (19), two thousand twenty three (2023), before notary public Carlos E. Ortíz Collado (the "Power of Attorney"). Notification of the execution of the Power of Attorney was recorded with the number eighteen seventeen dash three hundred sixty (1817-360), on January thirty (30), two thousand twenty three (2023), at the General Registry of Notarial Competencies (Registro General de Competencias Notariales") of the Office of Notarial Inspections ("Oficina de Inspección de Notarías") of the Supreme Court of Puerto Rico.----------

---I, the Notary, hereby certify to have had before me a certified copy of the Power of Attorney, and in my opinion, the Power of Attorney is in full compliance with the all legal requirements needed to authorize Roberto, Javier and Carlos to appear in this public Deed on behalf of Ramonita.----------

---Roberto, Javier, Carlos and Ramonita will be referred jointly hereinafter as "Sellers".----------

---AS PARTY OF THE FIFTH PART: PR INVESTCO LLC (hereinafter "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of the State of Delaware, United States of America, represented herein by its authorized representative, MS. GLADYS OMAYRA FONTANEZ REYES, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this public deed arises from Certificate of Resolution of PR INVESTCO LLC signed by Eileen Sawyer in her capacity of Manager of PR INVESTCO

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LLC, executed on December thirteen (13), two thousand twenty two (2022), in New York, New York, United States of America, before notary public Eric Orenstein, an original of which I, the Notary, hereby certify to have had before me, and which, in my opinion, is in full compliance with all legal requirements to authorize Ms. Gladys Omayra Fontanez Reyes to appear in this public deed on behalf of Buyer; and----------

---AS THE PARTY OF THE SIXTH PART: JOSE ENRIQUE PEREZ CRUZ, also known as José E. Pérez (hereinafter the "Broker"), who is of legal age, married, real estate broker, and resident of Bayamón, Puerto Rico.----------

---I, the Notary, certify that I am personally acquainted with all parties, and through their statements, I further certify as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and accordingly they do hereby----------

----------STATE AND AGREE----------

---FIRST: <u>The Property; Title, Liens and Encumbrances</u>.------

-----One. <u>Title</u>. Sellers are the owners in fee simple title ("pleno dominio") and have the possession of the parcel of land described in the Spanish Language as follows (hereinafter the "PROPERTY"):----------

---"RUSTICA: Parcela número setenta y dos (72), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalente a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En linderos: por el NORTE, con la parcela número cuarenta y dos (42) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5)

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pertenecen a esta parcela; por el SUR, con la parcela número setenta y tres (73) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número cuarenta y uno (41) y servidumbre de paso de diez (10) metros de ancho de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con el Mar Caribe.----------
---Para uso de fines agrícolas."----------

---The PROPERTY is property number eighteen thousand seven hundred eighteen (18,718), recorded at page number sixty seven (67), of volume eight hundred sixty four (864), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

---The real property tax identification number ("número de catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to the PROPERTY is four hundred and two dash zero zero seven dash three hundred twenty seven dash ninety dash zero zero zero (402-007-327-90-000).----------

---The PROPERTY, by its origin and by itself is free of liens and/or encumbrances.----------

---SECOND: Buyer wishes to acquire an option to buy the PROPERTY, with all its improvements, and rights and annexes, and Sellers wish to grant, and hereby grant, said option to Buyer (hereinafter the "Option"), which is done pursuant to this public instrument and in accordance with the following----------

----------TERMS AND CONDITIONS:----------

-----2.1. The purchase-sale price of the PROPERTY will be the lump sum of ONE MILLION DOLLARS ($1,000,000), payable to Sellers simultaneously with the execution of the deed whereby Buyer acquires fee simple title ("pleno dominio") to the PROPERTY (the "Purchase-Sale Deed").-----

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-----2.2. As consideration for the Option, Buyer has paid to Sellers, simultaneously with the execution of this public deed or before its execution, the sum of FIFTY THOUSAND DOLLARS ($50,000), as good faith deposit (the "Deposit"), which will be non-reimbursable, except only as set forth below in this public deed. Sellers hereby acknowledge receipt of the Deposit.----------

-----2.3. The Option is granted for a term (the "Term") equal to: (i) nine (9) months, starting on the date of execution of this public deed and ending on February twelve (12), two thousand twenty four (2024); or (ii) thirty (30) calendar days after the Sellers file for Recordation in the Registry of the Property of Puerto Rico all documentation required to grant to Sellers fee simple title to the PROPERTY, as legitimate heirs of Roberto Acosta Cabán (the "Instancia"), **whichever occurs later**.----------

-----2.4. The Deposit will be credited to the first payment of the purchase-sale price of the PROPERTY which will be made on the date of the execution of the Purchase-Sale Deed.----------

-----2.5. If the Term ends and Buyer has not bought the PROPERTY within the Term (except for reasons attributable to Sellers), then the Deposit will be lost by Buyer, and will become the property of Sellers, as liquidated damages. If the PROPERTY cannot be bought by Buyer within the Term, for reasons attributable to Sellers, then Sellers will reimburse the Deposit to Buyer at the end of the Term.----------

-----2.6. The real estate property taxes payable to the Centro de Recaudaciones de Ingresos Muncipales ("CRIM"),

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and all special taxes (if applicable) of the PROPERTY will be the responsibility of Sellers and payable by Sellers up to the date of execution of the Purchase-Sale Deed (the "Closing Date"). Thereafter they shall be the responsibility of Buyer and payable by Buyer.----------

-----2.7. The Purchase-Sale Deed shall be executed before a notary public selected by Buyer.----------

-----2.8. Through the Purchase-Sale Deed, Buyer will acquire recordable fee simple title to the PROPERTY and the possession thereof, "as is, where is", free and clear of occupants, liens and encumbrances. During the Term of the Option, Sellers will have the possession of the PROPERTY and will be allowed to conduct legal business activities in the PROPERTY.----------

-----2.9. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of the Property of Puerto Rico of this public deed and of the Purchase-Sale Deed will be paid by Buyer.----------

-----2.10. This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them.----------

-----2.11. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of Puerto Rico, Section of San Juan, in the event of any litigation pursuant to this public deed.----------

-----2.12. All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

------TO SELLERS:----------

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------Roberto D. Acosta Martín----------
------PO Box 6534----------
------Mayaguez, PR 00681----------
------Electronic Mail: rmartin@amelectricpr.com----------

------Javier Acosta Martín----------
------PO Box 6534----------
------Mayaguez, PR 00681----------
------Electronic Mail: jacosta@amelectricpr.com----------

------Carlos D. Acosta Martín----------
------PO Box 6534----------
------Mayaguez, PR 00681----------
------Electronic Mail: cacosta@mpl-pr.com----------

------Ramonita Martín Vélez----------
------PO Box 6534----------
------Mayaguez, PR 00681----------
------Electronic Mail: racosta@accurateworks.com----------

------TO BUYER:----------
------PR INVESTCO LLC----------
-------733 Third Avenue----------
-------New York, NY 10017----------
------Attention: Eileen Sawyer----------
-----Electronic Mail: roberto.ruiz@ccgc.com.do----------

------TO THE BROKER:----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920----------
------Attention: José Enrique Pérez Cruz----------
-----Electronic Mail: passportre@gmail.com----------

-----2.13. Sellers represent and warrant to Buyer that, to the best of Sellers' knowledge, in the PROPERTY there are no toxic, dangerous, contaminated or contaminating substances, and that the PROPERTY has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----2.14. The appearing parties acknowledge that the Broker, mister José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the subject of this Option. The fees to Mr. Pérez Cruz

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and his associates, if any, for said service will be the responsibility of Buyer and paid simultaneously with the execution of the Purchase-Sale Deed, only if the Option is exercised by Buyer and Buyer buys the PROPERTY pursuant to the Option. Said fees will amount to FIFTY THOUSAND DOLLARS ($50,000), equivalent to five percent (5%) of the purchase-sale price of the PROPERTY.----------

-----2.15. The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed.----------

-----2.16. In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgement or judicial order, then and in that event the rest of this public deed will continue in full force and effect.

-----2.17. During the Term, Buyer and its employees, agents and/or contractors are authorized to enter the PROPERTY to make studies, identify boundaries, take measurements and make inspections, during business days and hours, and the persons entering the PROPERTY pursuant to this authorization will be responsible for the damages suffered or caused by them in the PROPERTY. Every employee who enters the PROPERTY pursuant to this authorization will be insured by a valid policy of the Puerto Rico State Insurance Fund, and, if applicable, of the "Chauffers' Insurance" or "Seguro Choferil". In addition, Buyer will have in place, during the term of the Option, a public liability insurance policy covering damages caused or suffered in the PROPERTY by the persons who enter it pursuant to this authorization, with a minimum coverage of ONE MILLION DOLLARS ($1,000,000)

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per occurrence. Sellers will appear as co-insured in the policy, together with Buyer.----------

-----2.18. During the Term, Buyer is authorized to seek the approvals, permits and endorsements necessary for the development in the PROPERTY of a residential, recreational and tourism project, or of part of a residential, recreational and tourism project, provided the existing DTS zoning of the PROPERTY is not changed, and that such approvals, permits and endorsements (i) comply with the requirements of the existing DTS zoning of the PROPERTY; and (ii) do not negatively affect and/or diminish the value or quality of the PROPERTY. Sellers hereby commit to confirm this authorization in writing if required by Buyer, for presentation to the corresponding public or governmental agencies and entities. If the PROPERTY is not purchased by Buyer, all approvals, permits and endorsements obtained by Buyer for the PROPERTY pursuant to the aforesaid authorization will be transferred and assigned by Buyer to Sellers at the end of the Term, at no cost to Sellers.----------

-----2.19. The PROPERTY may not be altered during the Term, except only if specifically authorized in advance, in writing, by Sellers and Buyer.----------

-----2.20. The Option is not transferable by Sellers. Conversely, Buyer is authorized to transfer or assign this agreement and all its rights and obligations hereunder, at the sole option and discretion of Buyer to any entity affiliated to or assigned by Buyer.----------

---**THIRD:** Additional Documentation. The parties hereto agree to execute and deliver any additional instruments and

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documents that may be necessary to record the transaction contemplated in this deed in the Registry of the Property of Puerto Rico. Any costs and expenses, including attorneys' fees, incurred in connection with the execution of any additional instruments and documents shall be for the account of the Buyer. ----------

---**FOURTH:** Request to the Registrar. The Honorable Registrar of the Property of Puerto Rico is respectfully requested to record in the Registry of the Property of Puerto Rico the Option, as set forth in this deed.----------

---**FIFTH:** If Buyer does not purchase the PROPERTY pursuant to the Option, Buyer will, within thirty (30) consecutive calendar days after the end of the Term, at Buyer's cost and expense, (i) cancel the lien or encumbrance on the PROPERTY created by the Option; and (ii) file for recordation in the Registry of the Property of Puerto Rico any and all documents needed for the recording of said cancellation in the Registry of the Property. If the appearance of Sellers is required in said cancellation, Sellers will appear therein.----------

MARIA DEL ROSARIO PUJOL THOMPSON ABOGADO-NOTARIO

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R.D.A.

----------**ACCEPTANCE AND WARNINGS**----------

---The appearing parties to this deed accept the same as drafted because it has been drawn up in accordance with their stipulations, terms and conditions. I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this deed and they were fully advised by me thereon. Specifically, I advised them of the following:----------

-----(a) That any liens or encumbrances affecting title to the PROPERTY that may be filed for recordation prior to the filing

of this deed may be legally binding and could take precedence over this deed.----------

-----(b) It is advisable to verify the status of liens and encumbrances on the PROPERTY as they may appear from the Registry of the Property of Puerto Rico on the date hereof and of the adverse consequences which may result from the failure to do so. To this effect, the appearing parties have been warned and advised by the subscribing Notary Public about the following: (i) that the digital system of recordation of the Digital Registry of Immovable Property of the Commonwealth of Puerto Rico provides Access to the Electronic Diary of Daily Operations, the Electronic Book of Recordations, and the Single Book of Liens ("Libro Unico de Embargos") twenty four (24) hours a day, seven (7) days a week for both inquiries and filings which may affect the registration or rights under this deed; (ii) that said electronic books have been reviewed up to the date of the title search prepared for this transaction; and (iii) that the authorizing Notary Public has not consulted the Registry of the Property of Puerto Rico in any way whatsoever after the date of the aforementioned title search, to all of which the appearing parties give their acceptance and compliance, being fully aware of its consequences.----------

-----(c) That this deed was prepared in accordance with a title search (the "Title Search"), prepared by **Capital Title Services, Inc.**, an entity engaged in such business, and not by the undersigned Notary. The aforementioned Title Search is dated November four (4), two thousand twenty two (2022).----------

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-----(d) The appearing parties accept the Title Search and are satisfied with the contents thereof. Consequently, the appearing parties release the Notary from any responsibility due to errors or omissions in said Title Search and/or due to any changes in the title to the PROPERTY or in its liens and encumbrances that might occur between the date of the Title Search and the date this deed is presented to the Registry of the Property of Puerto Rico for registration.----------

-----(e) The necessity and convenience of obtaining a negative certification of debt from the Municipal Revenue Collection Center tax rolls (CRIM – Centro de Recaudaciones de Ingresos Municipales) regarding the PROPERTY.----------

-----(f) This deed must be recorded in the appropriate Section of the Registry of the Property of Puerto Rico in order to bind all rights herein to third-parties.----------

---The appearing parties waived the right which I advised them they had to have witnesses to the execution of this deed; but, upon my advice, made use of their right to read the same, and, finding it drafted to their entire satisfaction, having been advised by me, the Notary, of the pertinent legal warnings and reservations, acknowledging that they have understood this deed in all its parts, fully ratify and confirm the statements contained herein as the true and exact embodiment of their stipulations, terms, and conditions, proceed to sign before me, and to affix their initials on each folio of the same.----------

---And I, the Notary, do hereby CERTIFY AND ATTEST as to my personal knowledge or identification of the appearing parties and as to their personal circumstances, in accordance with their statements, as well as to all other things herein

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contained.----------

---I, the Notary, CERTIFY AND GIVE FAITH.----------





G.O.F.R.

TDA

CERTIFICO que en la misma fecha y lugar de su otorgamiento expedí primera copia certificada a favor de la parte compradora. DOY FE. ----

Notario(a) Público(a)

----DEED NUMBER TEN (10)----------

------ DEED OF OPTION TO PURCHASE REAL ESTATE ------

---In the City of San Juan, Puerto Rico, on this seventeenth (17th) day of February, two thousand twenty three (2023),-------

---------- **BEFORE ME,** ----------

---MARIA DEL ROSARIO PUJOL THOMPSON, Attorney-at-Law and Notary Public in and for the Commonwealth of Puerto Rico, with residence in Guaynabo, Puerto Rico, and offices located at suite two hundred (200), Puerta del Condado Building, one thousand ninety five (1095) Wilson Street, San Juan, Puerto Rico,----------

---------- **APPEAR:** ----------

---AS PARTY OF THE FIRST PART: BRYAN MELENDEZ SALGADO, of legal age, single, property owner and resident of Naranjito, Puerto Rico (hereinafter referred to as "BRYAN");----------

---AS PARTY OF THE SECOND PART: ESTEBAN HERNANDEZ RIVERA, of legal age, married to Ivette Marie Alvarado Sojo, with whom he has no conjugal partnership pursuant to the pre-nuptial agreement constituted as per deed number ninety four (94), executed in Bayamón, Puerto Rico, on November twenty three (23), two thousand twenty one (2021), before notary public Roberto Almodóvar Rodríguez, professor and resident of Bayamón, Puerto Rico (hereinafter referred to as "ESTEBAN");----------

---AS PARTY OF THE THIRD PART: EDGARDO MANUEL HERNANDEZ ALVARADO, and his wife, CYNTHIA CARIDAD MELENDEZ SALGADO, both of legal age, married to each other, manager and teacher, respectively,

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and residents of Collierville, State of Tennessee, United States of America. Cynthia Caridad Meléndez Salgado appears herein represented by her attorney in fact, her husband Edgardo Manuel Hernández Alvarado, pursuant to a General Power of Attorney ("Poder General"), constituted as per deed number seventy one (71), executed in Naranjito, Puerto Rico, on December twenty eight (28), two thousand twenty two (2022), before notary public Héctor Manuel Marrero Marrero. The aforementioned General Power of Attorney was recorded as number eighteen fourteen dash four hundred thirty (1814-430) at the "Oficina de Inspección de Notarías ("ODIN") on January ten (10), two thousand twenty three (2023). I, the Notary, hereby certify that I have had before me a certified copy of said General Power of Attorney, that I have reviewed it, together with a certified copy of the aforesaid General Power of Attorney, and that, in my opinion, said document is legally valid and correct, and comply with all legal requirements needed to authorize Edgardo Manuel Hernández Alvarado to appear in this public deed on behalf of Cynthia Caridad Meléndez Salgado, as attorney in fact of Cynthia Caridad Meléndez Salgado. Edgardo Manuel Hernández Alvarado and Cynthia Caridad Meléndez Salgado will be hereinafter jointly referred to as "EDGARDO";----------

---BRYAN, ESTEBAN and EDGARDO will be hereinafter jointly referred to as "Sellers").----------

---AS PARTY OF THE FOURTH PART: PR INVESTCO LLC (hereinafter "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of

the State of Delaware, United States of America, represented herein by its authorized representative, MS. GLADYS OMAYRA FONTANEZ REYES, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this public deed arises from Certificate of Resolution of PR INVESTCO LLC signed by Eileen Sawyer, in her capacity of Manager of PR INVESTCO LLC, on February fifteen (15) two thousand twenty three (2023), in New York, New York, United States of America, before notary public Eric Orenstein, an original of which I, the Notary, hereby certify to have had before me, and which, in my opinion, is in full compliance with all legal requirements to authorize Ms. Gladys Omayra Fontanez Reyes to appear in this public deed on behalf of Buyer; and----------

---AS THE PARTY OF THE FIFTH PART: Mister **JOSE ENRIQUE PEREZ CRUZ**, also known as José E. Pérez (hereinafter the "Broker"), who is of legal age, married, real estate broker, and resident of Bayamón, Puerto Rico.----------

---I, the Notary, certify that I am personally acquainted with all parties, and through their statements, I further certify as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and accordingly they do hereby----------

----------STATE AND AGREE----------

---FIRST: <u>The Property; Title, Liens and Encumbrances</u>.------

---Sellers are the owners in fee simple title ("pleno dominio") and have the possession of a parcel of land which will be

referred to hereinafter as the "PARCEL". The PARCEL is jointly owned by BRYAN, ESTEBAN and EDGARDO. Each of them owns a one third (⅓) participation in the PARCEL. The PARCEL is described in the Spanish language as follows, according to the Registry of the Property of Puerto Rico:----------

---**"RUSTICA:** Parcela marcada con el número ciento nueve (109) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida de veintiún mil novecientos seis punto diecisiete (21,906.17) metros cuadrados, equivalentes a cinco punto cinco mil setecientas treinta y cinco (5.5735) cuerdas. En lindes, por el NORTE, con la parcela número ciento cuatro (104); por el SUR, con la parcela número cincuenta y ocho (58), la cual contiene parte de la servidumbre de paso para su acceso de quince (15) metros de ancho, de los cuales siete punto cincuenta (7.50) metros pertenecen a esta parcela; por el ESTE, con las parcelas número cincuenta y nueve (59) y sesenta (60), que contienen ambas partes de la servidumbre de paso para su acceso de quince (15) metros de ancho, de los cuales siete punto cincuenta (7.50) metros pertenecen a esta parcela; y por el OESTE, con las parcelas número ciento diez (110), ciento once (111) y ciento doce (112), las cuales contienen parte de la servidumbre de paso para su acceso de quince (15) metros de ancho, de los cuales siete punto cincuenta (7.50) metros pertenecen a esta parcela.----------
---Esta parcela está afectada por una servidumbre de paso compuesta de tres mil seiscientos cincuenta y seis punto sesenta y dos (3,656.62) metros cuadrados, la cual se compone de siete punto cincuenta (7.50) metros lineales de ancho por cuatrocientos noventa y dos punto cuarenta y siete (492.47) metros lineales de largo por sus colindancias Sur, Este y Oeste para uso agrícola. Dicha finca fue mensurada por el Agrimensor Frank Lozada Díaz el día diez (10) de febrero de dos mil cuatro (2004)."----------

---the PARCEL is recorded at the overleaf of page one hundred sixty five (165) of volume eight hundred forty three (843) of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, property number eighteen thousand eight hundred forty three (18,843).----------

---The PARCEL is subject to the following liens and/or encumbrances:----------

---By its origin, the PARCEL is free and clear of liens and

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encumbrances.----------

---By itself, the PARCEL is subject to the following liens and encumbrances:----------

-----(A) Restrictive covenants as per deed number one hundred thirty three (133), executed in Mayaguez, Puerto Rico, on November twenty (20), two thousand three (2003), before notary public Luis Roberto Santos, recorded at page one hundred sixty six (166) of volume eight hundred forty three (843), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, parcel number eighteen thousand eight hundred forty three (18,843), third (3rd) recording.----------

---The PARCEL was acquired by Sellers through deed number two hundred sixty two (262), executed in Guaynabo, Puerto Rico, on December twenty nine (29), two thousand twenty one (2021), before notary public Joel Rolando Rodríguez Sánchez, recorded at entry two thousand twenty one dash one six eight five one eight dash "S" "G" zero one (2021-168518-SG01) of the Karibe System of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

---Sellers represent that, according to the information provided by the Centro de Recaudaciones de Ingresos Municipales ("CRIM"), the real estate tax property identification number ("catastro") of the PARCEL is four zero two dash zero zero nine dash three two seven dash eighty three dash zero zero zero (402-009-327-83-000).----------

---SECOND: Buyer wishes to acquire an option to buy the PARCEL, with all its improvements, and rights and annexes,

"as is, where is", and Sellers wish to grant, and hereby grant, said option to Buyer (hereinafter the "Option"), which is done pursuant to this public instrument and in accordance with the following----------

----------**TERMS AND CONDITIONS:**----------

-----2.1. The purchase-sale price of the PARCEL will be the lump sum of FOUR HUNDRED FIFTY THOUSAND DOLLARS ($450,000), payable in full, through manager's check or wire transfer to the order of Sellers, simultaneously with the execution of the purchase sale public deed whereby Buyer will acquire fee simple title to the PARCEL and the possession thereof, pursuant to the Option (the "Purchase-Sale Deed").----------

---Of said purchase-sale price of FOUR HUNDRED FIFTY THOUSAND DOLLARS ($450,000), (i) one third (⅓), or ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000), corresponds and will be payable to BRYAN; (ii) one third (⅓), or ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000), corresponds and will be payable to ESTEBAN; and (iii) one third (⅓), or ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000), corresponds and will be payable to EDGARDO.----------

-----2.2. As consideration for the Option, Buyer has paid to Sellers, simultaneously with the execution of this public deed or before its execution, the sum of TWENTY TWO THOUSAND FIVE HUNDRED DOLLARS ($22,500), as good faith deposit (the "Deposit"), which will be non-reimbursable, except only as set forth below in this public deed. Of said Deposit of TWENTY TWO THOUSAND FIVE HUNDRED

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DOLLARS ($22,500), (i) one third (⅓) or SEVEN THOUSAND FIVE HUNDRED DOLLARS ($7,500), corresponds and will be payable to BRYAN; (ii) one third (⅓) or SEVEN THOUSAND FIVE HUNDRED DOLLARS ($7,500), corresponds and will be payable to ESTEBAN; and (iii) one third (⅓) or SEVEN THOUSAND FIVE HUNDRED DOLLARS ($7,500), corresponds and will be payable to EDGARDO.----------Sellers hereby acknowledge receipt of the Deposit.----------

-----2.3. The Option begins simultaneously with the execution of this deed and will mature on February seventeen (17), two thousand twenty four (2024) (the "Term").----------

-----2.4. If the Term ends and Buyer has not bought the PARCEL within the Term (except for reasons attributable to Sellers), then the Deposit will be lost by Buyer, and will become the property of Sellers, as liquidated damages. If the PARCEL cannot be bought by Buyer within the Term, for reasons attributable to Sellers, then Sellers will reimburse the Deposit to Buyer at the end of the Term.----------

-----2.5. The real estate property taxes payable to the Centro de Recaudaciones de Ingresos Muncipales ("CRIM"), and all special taxes (if applicable) of the PARCEL will be the responsibility of Sellers and payable by Sellers up to the date of execution of the Purchase-Sale Deed (the "Closing Date"). Thereafter they shall be the responsibility of Buyer and payable by Buyer.----------

-----2.6. The Purchase-Sale Deed shall be executed before a notary public selected by Buyer.----------

-----2.7. Deeds to cancel any existing liens or encumbrances affecting the PARCEL at the time of execution

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of the Purchase-Sale Deed, if any, other than the Rights of Way and restrictive covenants described hereinabove, will be executed no later than the Closing Date, before a notary public selected by Sellers.----------

-----2.8. Through the Purchase-Sale Deed, Buyer will acquire recordable fee simple title to the PARCEL and the possession thereof, "as is, where is", free and clear of occupants, liens and encumbrances, with no representations or warranties, except only those specifically set forth in this public deed.----------

-----2.9. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of the Property of Puerto Rico of this public deed and of the Purchase-Sale Deed will be paid by Buyer.----------

-----2.10. The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of the Property of the deeds of cancellation mentioned in Section 2.7, above (if any) shall be paid by Sellers Said deed(s) of cancelation will be executed before a notary public selected by Sellers.----------

-----2.11. This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them.----------

-----2.12. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of Puerto Rico in the event of any litigation pursuant to this public deed.

-----2.13. All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

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------TO SELLERS:----------
------BRYAN MELENDEZ SALGADO----------
------HC 74 Box 6026----------
------Naranjito, PR 00719----------
------e-mail: bryanmelendezsalgado@gmail.com----------

------ESTEBAN HERNANDEZ RIVERA----------
------158 Vista de la Bahía----------
------Panorama Village----------
------Bayamón, PR 00957----------
------e-mail: educaeh@gmail.com----------

------EDGARDO MANUEL HERNANEZ ALVARADO and CYNTHIA CARIDAD MELENDEZ SALGADO----------
------1320 Riding Brook Drive----------
------Collierville, TN 38017----------
------e-mail: edgardo328@gmail.com----------

------TO BUYER:----------
------PR INVESTCO LLC----------
-------733 Third Avenue----------
-------New York, NY 10017----------
------Attention: Eileen Sawyer----------
-----Electronic Mail: roberto.ruiz@ccgc.com.do----------

------TO THE BROKER:----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920----------
------Attention: José Enrique Pérez Cruz----------
-----Electronic Mail: passportre@gmail.com----------

-----2.14. Sellers represent and warrant to Buyer that, to the best of Sellers' knowledge, in the PARCEL there are no toxic, dangerous, contaminated or contaminating substances, and the PARCEL has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----2.15. The appearing parties acknowledge that the Broker, mister José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the subject of this Option. The fees to Mr. Pérez Cruz and his associates, if any, for said service will be the

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responsibility of Buyer and paid simultaneously with the execution of the Purchase-Sale Deed, only if the Option is exercised by Buyer and Buyer buys the PARCEL pursuant to the Option. Said fees will amount to TWENTY TWO THOUSAND FIVE HUNDRED DOLLARS ($22,500), equivalent to five percent (5%) of the purchase-sale price of the PARCEL. Sellers will have no obligation to pay any fee of commission to the Broker.----------

-----2.16. The parties acknowledge and agree that, if any representation of Sellers in this public deed is incorrect or incomplete as of the Closing Date, or if, on the Closing Date, the PARCEL is not free of occupants, liens and encumbrances (except the Rights of Way and the restrictive covenants mentioned hereinabove), Buyer may, at its sole discretion, elect not to buy the PARCEL and, in such case, all the Deposit will be immediately returned in full to Buyer by Sellers.----------

-----2.17. The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed.----------

-----2.18. In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgement or judicial order, then and in that event the rest of this public deed will continue in full force and effect.

-----2.19. During the Term, Buyer and its employees, agents and/or contractors are authorized to enter the PARCEL to make studies, identify boundaries, take measurements and make inspections, during business days and hours, and the persons entering the PARCEL pursuant to this authorization

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will be responsible for the damages suffered or caused by them in the PARCEL. Every employee who enters the PARCEL pursuant to this authorization will be insured by a valid policy of the Puerto Rico State Insurance Fund, and, if applicable, of the "Chauffers' Insurance" or "Seguro Choferil". In addition, Buyer will have in place, during the term of the Option, a public liability insurance policy covering damages caused or suffered in the PARCEL by the persons who enter it pursuant to this authorization, with a minimum coverage of ONE MILLION DOLLARS ($1,000,000) per occurrence. Sellers will appear as co-insured parties in the policy, together with Buyer.----------

-----2.20. During the Term, Buyer is authorized to seek the approvals, permits and endorsements necessary for the development in the PARCEL of a residential, recreational and tourism project, or of part of a residential, recreational and tourism project, provided the existing DTS zoning of the PARCEL is not changed, and that such approvals, permits and endorsements (i) comply with the requirements of the existing DTS zoning of the PARCEL; and (ii) do not negatively affect and/or diminish the value or quality of the PARCEL.-----

-----2.21. The PARCEL may not be altered during the Term, except only if specifically authorized in advance, in writing, by Sellers and Buyer.----------

-----2.22. The Option is not transferable by Sellers. Conversely, Buyer is authorized to transfer or assign this agreement and all its rights and obligations hereunder, at the sole option and discretion of Buyer. ----------

---THIRD: Additional Documentation. The parties hereto

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agree to execute and deliver any additional instruments and documents that may be necessary to record the transaction contemplated in this deed in the Registry of the Property of Puerto Rico. Any costs and expenses, including attorneys' fees, incurred in connection with the execution of any additional instruments and documents shall be for the account of the Buyer. ----------

---**FOURTH:** Request to the Registrar. The Honorable Registrar of the Property of Puerto Rico is respectfully requested to record in the Registry of the Property of Puerto Rico the Option, as set forth in this deed.----------

---**FIFTH:** If Buyer does not purchase the PARCEL pursuant to the Option, Buyer will, within thirty (30) consecutive calendar days after the end of the Term, at Buyer's cost and expense, (i) cancel the lien or encumbrance on the PARCEL created by the Option; and (ii) file for recordation in the Registry of the Property of Puerto Rico any and all documents needed for the recording of said cancellation in the Registry of the Property. If the appearance of Sellers is required in said cancellation, Sellers will appear therein.----------

---**SIXTH:** During the Term of the Option, Sellers may not (i) sell the PARCEL to any party other than Buyer; or (ii) mortgage the PARCEL.----------

---**SEVENTH:** This Option may not be transferred or assigned by Sellers, but it may be transferred or assigned by Buyer.-----

----------**ACCEPTANCE AND WARNINGS**----------

---The appearing parties to this deed accept the same as drafted because it has been drawn up in accordance with their stipulations, terms and conditions. I, the Notary, made to the

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appearing parties the necessary legal warnings concerning the execution of this deed and they were fully advised by me thereon. Specifically, I advised them of the following:----------

-----(a) That any liens or encumbrances affecting title to the PARCEL that may be filed for recordation prior to the filing of this deed may be legally binding and could take precedence over this deed.----------

-----(b) It is advisable to verify the status of liens and encumbrances on the PARCEL as they may appear from the Registry of the Property of Puerto Rico on the date hereof and of the adverse consequences which may result from the failure to do so. To this effect, the appearing parties have been warned and advised by the subscribing Notary Public about the following: (i) that the digital system of recordation of the Digital Registry of Immovable Property of the Commonwealth of Puerto Rico provides Access to the Electronic Diary of Daily Operations, the Electronic Book of Recordations, and the Single Book of Lines ("Libro Unico de Embargos") twenty four (24) hours a day, seven (7) days a week for both inquiries and filings which may affect the registration or rights under this deed; (ii) that said electronic books have been reviewed up to the date of the title search prepared for this transaction; and (iii) that the authorizing Notary Public has not consulted the Registry of the Property of Puerto Rico in any way whatsoever after the date of the aforementioned title search, to all of which the appearing parties give their acceptance and compliance, being fully aware of its consequences.----------

-----(c) That this deed was prepared in accordance with title



searches (the "Title Searches"), prepared by **Capital Title Services, Inc.**, an entity engaged in such business, and not by the undersigned Notary. The aforementioned Title Searches are dated September twenty eight (28), two thousand twenty two (2022).----------

-----(d) The appearing parties accept the Title Searches and are satisfied with the contents thereof. Consequently, the appearing parties release the Notary from any responsibility due to errors or omissions in said Title Searches and/or due to any changes in the title to the PARCEL or in its liens and encumbrances that might occur between the date of the Title Searches and the date this deed is presented to the Registry of the Property of Puerto Rico for registration.----------

-----(e) The necessity and convenience of obtaining a negative certification of debt from the Municipal Revenue Collection Center tax rolls (CRIM – Centro de Recaudaciones de Ingresos Municipales) regarding the PARCEL.----------

-----(f) This deed must be recorded in the appropriate Section of the Registry of the Property of Puerto Rico in order to bind all rights herein to third-parties.----------

---The appearing parties waived the right which I advised them they had to have witnesses to the execution of this deed; but, upon my advice, made use of their right to read the same, and, finding it drafted to their entire satisfaction, having been advised by me, the Notary, of the pertinent legal warnings and reservations, acknowledging that they have understood this deed in all its parts, fully ratify and confirm the statements contained herein as the true and exact embodiment of their stipulations, terms, and conditions, proceed to sign before

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me, and to affix their initials on each folio of the same.----------

---And I, the Notary, do hereby CERTIFY AND ATTEST as to my personal knowledge or identification of the appearing parties and as to their personal circumstances, in accordance with their statements, as well as to all other things herein contained.----------

---I, the Notary, CERTIFY AND GIVE FAITH.----------

---[Firmada e inicializada:] Por Bryan Meléndez Salgado, Esteban Hernández Rivera, Edgardo Manuel Hernández Alvarado y Cynthia Caridad Meléndez Salgado, representada por su aopoderado Edgardo Manuel Hernández Alvarado, como la parte vendedora, Gladys Omayra Fontanez Reyes, como representante autorizada de PR Investco LLC y José Enrique Pérez Cruz.----------
---[Firmada, signada, sellada y rubricada:] María del Rosario Pujol Thompson.--------
---Hay en el original los correspondientes sellos de Rentas Internas e Impuesto Notarial cancelados con el signo de la Notario y debidamente estampadas las iniciales del compareciente al margen izquierdo de todos y cada uno de los folios del original y la firma de los comparecientes estampada al final del último folio del original.----------
---CERTIFICO: Que la presente es copia fiel y exacta de la Escritura Número Diez (10) del diecisiete (17) de febrero de dos mil veintitrés (2023), que obra en el protocolo general corriente de esta notaría a mi cargo, al cual me remito, constando la misma de quince (15) folios y, para entregar a la parte compradora, expido la presente Primera Copia Certificada hoy día diecisiete (17) de febrero de dos mil veintitrés (2023), dejando nota de saca al margen izquierdo del original de la Escritura Matriz que obra en mi protocolo.----------
---Yo, la Notaria, DOY FE.----------

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CERTIFICO que en la misma fecha y lugar de su otorgamiento expedí primera copia certificada a favor de la parte compradora. DOY FE. ----

Notario(a) Público(a)

----DEED NUMBER TWELVE (12)----------

------ DEED OF OPTION TO PURCHASE REAL ESTATE ------

---In the City of San Juan, Puerto Rico, on this seventeenth (17th) day of February, two thousand twenty three (2023),--------

---------- **BEFORE ME,** ----------

---MARIA DEL ROSARIO PUJOL THOMPSON, Attorney-at-Law and Notary Public in and for the Commonwealth of Puerto Rico, with residence in Guaynabo, Puerto Rico, and offices located at suite two hundred (200), Puerta del Condado Building, one thousand ninety five (1095) Wilson Street, San Juan, Puerto Rico,----------

---------- **APPEAR:** ----------

---AS PARTY OF THE FIRST PART: ESTEBAN HERNANDEZ RIVERA, of legal age, married to Ivette Marie Alvarado Sojo, with whom he has no conjugal partnership pursuant to the pre-nuptial agreement constituted as per deed number ninety four (94), executed in Bayamón, Puerto Rico, on November twenty three (23), two thousand twenty one (2021), before notary public Roberto Almodóvar Rodríguez, professor and resident of Bayamón, Puerto Rico, who will be referred to hereinafter as "Seller".----------

---AS PARTY OF THE SECOND PART: PR INVESTCO LLC (hereinafter "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of the State of Delaware, United States of America, represented herein by its authorized representative, MS. GLADYS OMAYRA FONTANEZ REYES, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this public deed arises

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from Certificate of Resolution of PR INVESTCO LLC signed by Eileen Sawyer, in her capacity of Manager of PR INVESTCO LLC, on February fifteen (15), two thousand twenty three (2023), in New York, New York, United States of America, before notary public Eric Orenstein, an original of which I, the Notary, hereby certify to have had before me, and which, in my opinion, is in full compliance with all legal requirements to authorize Ms. Gladys Omayra Fontanez Reyes to appear in this public deed on behalf of Buyer; and----

---AS THE PARTY OF THE THIRD PART: Mister **JOSE ENRIQUE PEREZ CRUZ**, also known as José E. Pérez (hereinafter the "Broker"), who is of legal age, married, real estate broker, and resident of Bayamón, Puerto Rico.----------

---I, the Notary, certify that I am personally acquainted with all parties, and, through their statements, I further certify as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and accordingly they do hereby----------

----------STATE AND AGREE----------

---FIRST: The Property; Title, Liens and Encumbrances.------

-----One. Title. Seller is the sole owner in fee simple title ("pleno dominio") and has the possession of the parcel of land described in the Spanish language as follows (hereinafter the "PROPERTY"):----------

---"RUSTICA: Barrio Boquerón de Cabo Rojo. Solar cuarenta (40) (mensurado). Cabida: veinte mil ciento cincuenta y siete punto ochocientos cuarenta y dos (20,157.842) metros cuadrados. Linderos: NORTE, con su camino de acceso de catorce punto cero cero (14.00) metros y con la parcela ciento setenta y nueve (179) de Monte Carlo; por el SUR, con camino de acceso de

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catorce punto cero cero (14.00) metros de ancho que la separa de la parcela noventa y siete (97); por el ESTE, con la parcela veintidós (22) propiedad de Valerie M. Hernández Alvarado y con su camino de acceso de catorce punto cero cero (14.00) metros de ancho que la separa de la parcela ochenta y nueve (89); y por el OESTE, con la parcela treinta y nueve (39), propiedad de Valerie M. Hernández Alvarado."----------

---The PROPERTY is property number eighteen thousand six hundred ninety eight (18,698), recorded at page thirty seven (37), of volume five hundred eight (508), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

---The PROPERTY was acquired by Seller through Deed Number Fifty One (51), executed in Bayamón, Puerto Rico, on September seventeen (17), two thousand twenty (2020), before notary public Roberto Almodóvar Rodríguez, recorded at the Karibe Volume of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, property number eighteen thousand six hundred ninety eight (18,698), fourteenth (14th) recording.----------

---The real property tax identification number ("número de catastro") assigned by the Muncipal Revenue Collection Center ("CRIM") to the PROPERTY is four zero two dash zero nineteen dash three hundred twenty seven dash thirty eight dash zero zero zero (402-019-327-38-000).----------

---The PROPERTY is subject to the following liens and/or encumbrances:----------

---By its origin, the PROPERTY is free of liens and encumbrances.----------

---By itself, the PROPERTY is free of liens and encumbrances.----------

---SECOND: Buyer wishes to acquire an option to buy the

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PROPERTY, with all its improvements, and rights and annexes, and Seller wishes to grant, and hereby grants, said option to Buyer (hereinafter the "Option"), which is done pursuant to this public instrument and in accordance with the following:----------

----------**TERMS AND CONDITIONS:**----------

-----2.1. The purchase-sale price of the PROPERTY will be the lump sum of ONE MILLION SEVEN THOUSAND EIGHT HUNDRED NINETY TWO DOLLARS WITH TEN CENTS ($1,007,892.10), payable as follows:----------

----------2.1.1. the sum of ONE HUNDRED THOUSAND SEVEN HUNDRED EIGHTY NINE DOLLARS WITH TWENTY ONE ($100,789.21) has been paid by Buyer to Seller simultaneously with the execution of this public deed, as consideration for the Option, as good faith deposit (the "Deposit"), which will be non-reimbursable, except only as set forth below in this public deed. Seller hereby acknowledge receipt of the Deposit.----------

----------2.1.2 the sum of THREE HUNDRED TWO THOUSAND THREE HUNDRED SIXTY SEVEN DOLLARS WITH SIXTY THREE CENTS ($302,367.63) will be payable in full, through manager's check to the order of Seller, simultaneously with the execution of the purchase sale public deed whereby Buyer will acquire fee simple title to the PROPERTY and the possession thereof, pursuant to the Option (the "Purchase-Sale Deed").----------

----------2.1.3. the sum of SIX HUNDRED FOUR THOUSAND SEVEN HUNDRED THIRTY FIVE DOLLARS WITH TWENTY SIX CENTS ($604,735.26) will be deferred (the "Deferred

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Purchase Price") and payable in two (2) annual installments of THREE HUNDRED TWO THOUSAND THREE HUNDRED SIXTY SEVEN DOLLARS WITH SIXTY THREE CENTS ($302,367.63) each, on the first (1st) and second (2nd) anniversary of the execution of the Purchase-Sale Deed, respectively.----------

---Interest on the outstanding principal balance of the Deferred Purchase Price will accrue, beginning on the date of execution of the Purchase-Sale Deed and until full payment thereof, at the simple rate of five per cent (5%) per annum, payable together with each of the aforementioned installments of the Deferred Purchase Price.----------

---The Deferred Purchase Price will evidenced and guaranteed by one (1) promissory note, in the principal amount of SIX HUNDRED FOUR THOUSAND SEVEN HUNDRED THIRTY FIVE DOLLARS WITH TWENTY SIX CENTS ($604,735.26), which will be in turn guaranteed by a first mortgage in the principal sum of SIX HUNDRED FOUR THOUSAND SEVEN HUNDRED THIRTY FIVE DOLLARS WITH TWENTY SIX CENTS ($604,735.26) (the "$604,735.26 Mortgage") encumbering the PROPERTY, issued by Buyer to the order of Seller, due in two (2) annual installments of THREE HUNDRED TWO THOUSAND THREE HUNDRED SIXTY SEVEN DOLLARS WITH SIXTY THREE CENTS ($302,367.63) each, on the first (1st) and second (2nd) anniversary of the execution of the Purchase-Sale Deed, respectively, with interest at five per cent (5%) per annum, from the date of execution of the Purchase-Sale Deed and until full payment thereof, payable together with each of the

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aforementioned installments of principal.----------

---The deed of constitution of the $604,735.26 Mortgage will be executed before a notary public selected by Buyer. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of the Property of Puerto Rico of the deed of constitution of the $604,735.26 Mortgage will be paid by Buyer.----------

-----2.2. In addition to the Deposit, and as an additional *sine qua non* condition and consideration for the Option, Buyer will pay to Seller a <u>non-refundable fee</u> (which will not be credited to the purchase-sale price of the PROPERTY), in an amount equivalent to five per cent (5%) per annum on the principal sum of NINE HUNDRED SEVEN THOUSAND ONE HUNDRED TWO DOLLARS WITH EIGHTY NINE CENTS ($907,102.89), from the date of execution of this public deed until (i) the date of execution of the Purchase-Sale Deed; or (ii) the date this Option ends, for any reason whatsoever, whichever occurs first. Said non-refundable fee shall be paid in monthly installments starting thirty (30) calendar days after the date of execution of this public deed and until (i) the date of execution of the Purchase-Sale Deed; or (ii) the date this Option ends for any reason whatsoever, whichever occurs first.----------

-----2.3. The Option is granted for a term of one (1) year, starting on the date of execution of this public deed and ending on February seventeen (17), two thousand twenty four (2024) (the "Term").----------

-----2.4. Upon the execution of the Purchase-Sale Deed, the Deposit will be credited to the portion of the purchase-sale

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price payable on the date of execution of the Purchase-Sale Deed.----------

-----2.5. If the Term ends and Buyer has not bought the PROPERTY within the Term (except for reasons attributable to Seller), then the Deposit will be lost by Buyer, and will become the property of Seller, as liquidated damages. If the PROPERTY cannot be bought by Buyer within the Term, for reasons attributable to Seller, then Seller will reimburse the Deposit to Buyer at the end of the Term.----------

-----2.6. The real estate property taxes payable to the Centro de Recaudaciones de Ingresos Muncipales ("CRIM"), and all special taxes (if applicable) of the PROPERTY will be the responsibility of Seller and payable by Seller up to the date of execution of the Purchase-Sale Deed (the "Closing Date"). Thereafter they shall be the responsibility of Buyer and payable by Buyer.----------

-----2.7. The Purchase-Sale Deed shall be executed before a notary public selected by Buyer.----------

-----2.8. Deeds to cancel any liens or encumbrances affecting the PROPERTY, if any, existing at the time of execution of the Purchase-Sale Deed, except any permitted encumbrances will be executed no later than the Closing Date, before a notary public selected by Buyer.----------

-----2.9. Through the Purchase-Sale Deed, Buyer will acquire recordable fee simple title to the PROPERTY and the possession thereof, "as is, where is", free and clear of occupants, liens and encumbrances, except permitted encumbrances disclosed in this deed, if any. During the Term of the Option, Seller will have the possession of the

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PROPERTY and will be allowed to conduct legal business activities in the PROPERTY.----------

-----2.10. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of the Property of Puerto Rico of this public deed and of the Purchase-Sale Deed will be paid by Buyer.----------

-----2.11. The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of the Property of the deeds of cancellation mentioned in Section 2.8, above (if any) shall be paid by Seller.----------

-----2.12. This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them.----------

-----2.13. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of Puerto Rico in the event of any litigation pursuant to this public deed.

-----2.14. All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

------TO SELLER:----------
------ESTEBAN HERNANDEZ RIVERA ----------
------158 Vista de la Bahía----------
------Panorama Village----------
------Bayamón, Puerto Rico 00957----------
-----Electronic Mail: educaeh@gmail.com----------

------TO BUYER:----------
------PR INVESTCO LLC----------
-------733 Third Avenue----------
-------New York, NY 10017----------
------Attention: Eileen Sawyer----------
-----Electronic Mail: roberto.ruiz@ccgc.com.do----------

------TO THE BROKER:----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920----------
------Attention: José Enrique Pérez Cruz----------

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-----Electronic Mail: passportre@gmail.com----------

-----2.15. Seller represents and warrants to Buyer that, to the best of Seller's knowledge, in the PROPERTY there are no toxic, dangerous, contaminated or contaminating substances, and that the PROPERTY has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----2.16. The appearing parties acknowledge that the Broker, mister José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the subject of this Option. The fees to Mr. Pérez Cruz and his associates, if any, for said service will be the responsibility of Buyer and paid simultaneously with the execution of the Purchase-Sale Deed, only if the Option is exercised by Buyer and Buyer buys the PROPERTY pursuant to the Option. Said fees will amount to FIFTY ONE THOUSAND FOUR HUNDRED SIXTY SEVEN DOLLARS WITH EIGHTY SEVEN CENTS ($51,467.87), equivalent to five percent (5%) of the purchase-sale price of the PROPERTY.----------

-----2.17. The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed.----------

-----2.18. In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgement or judicial order, then and in that event the rest of this public deed will continue in full force and effect.

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-----2.19. During the Term, Buyer and its employees, agents and/or contractors are authorized to enter the PROPERTY to make studies, identify boundaries, take measurements and make inspections, during business days and hours, and the persons entering the PROPERTY pursuant to this authorization will be responsible for the damages suffered or caused by them in the PROPERTY. Every employee who enters the PROPERTY pursuant to this authorization will be insured by a valid policy of the Puerto Rico State Insurance Fund, and, if applicable, of the "Chauffers' Insurance" or "Seguro Choferil". In addition, Buyer will have in place, during the term of the Option, a public liability insurance policy covering damages caused or suffered in the PROPERTY by the persons who enter it pursuant to this authorization, with a minimum coverage of ONE MILLION DOLLARS ($1,000,000) per occurrence. Seller will appear as co-insured in the policy, together with Buyer.----------

-----2.20. During the Term, Buyer is authorized to seek the approvals, permits and endorsements necessary for the development in the PROPERTY of a residential, recreational and tourism project, or of part of a residential, recreational and tourism project, provided the existing DTS zoning of the PROPERTY is not changed, and that such approvals, permits and endorsements (i) comply with the requirements of the existing DTS zoning of the PROPERTY; and (ii) do not negatively affect and/or diminish the value or quality of the PROPERTY. Seller hereby commits to confirm this authorization in writing if required by Buyer, for presentation to the corresponding public or governmental agencies and

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entities. If the PROPERTY is not purchased by Buyer, all approvals, permits and endorsements obtained by Buyer for the PROPERTY pursuant to the aforesaid authorization will be transferred and assigned by Buyer to Seller at the end of the Term, at no cost to Seller.----------

-----2.21. The PROPERTY may not be altered during the Term, except only if specifically authorized in advance, in writing, by Seller and Buyer.----------

-----2.22. The Option is not transferable by Seller. Conversely, Buyer is authorized to transfer or assign this agreement and all its rights and obligations hereunder, at the sole option and discretion of Buyer.----------

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---THIRD: Additional Documentation. The parties hereto agree to execute and deliver any additional instruments and documents that may be necessary to record the transaction contemplated in this deed in the Registry of the Property of Puerto Rico. Any costs and expenses, including attorneys' fees, incurred in connection with the execution of any additional instruments and documents shall be for the account of the Buyer. ----------

---FOURTH: Request to the Registrar. The Honorable Registrar of the Property of Puerto Rico is respectfully requested to record in the Registry of the Property of Puerto Rico the Option, as set forth in this deed.----------

---FIFTH: If Buyer does not purchase the PROPERTY pursuant to the Option, Buyer will, within thirty (30) consecutive calendar days after the end of the Term, at Buyer's cost and expense, (i) cancel the lien or encumbrance on the PROPERTY created by the Option; and (ii) file for

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recordation in the Registry of the Property of Puerto Rico any and all documents needed for the recording of said cancellation in the Registry of the Property. If the appearance of Seller is required in said cancellation, Seller will appear therein.----------

----------ACCEPTANCE AND WARNINGS----------

---The appearing parties to this deed accept the same as drafted because it has been drawn up in accordance with their stipulations, terms and conditions. I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this deed and they were fully advised by me thereon. Specifically, I advised them of the following:----------

-----(a) That any liens or encumbrances affecting title to the PROPERTY that may be filed for recordation prior to the filing of this deed may be legally binding and could take precedence over this deed.----------

-----(b) It is advisable to verify the status of liens and encumbrances on the PROPERTY as they may appear from the Registry of the Property of Puerto Rico on the date hereof and of the adverse consequences which may result from the failure to do so. To this effect, the appearing parties have been warned and advised by the subscribing Notary Public about the following: (i) that the digital system of recordation of the Digital Registry of Immovable Property of the Commonwealth of Puerto Rico provides Access to the Electronic Diary of Daily Operations, the Electronic Book of Recordations, and the Single Book of Lines ("Libro Unico de Embargos") twenty four (24) hours a day, seven (7) days a week for both inquiries and filings which may affect the

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registration or rights under this deed; (ii) that said electronic books have been reviewed up to the date of the title search prepared for this transaction; and (iii) that the authorizing Notary Public has not consulted the Registry of the Property of Puerto Rico in any way whatsoever after the date of the aforementioned title search, to all of which the appearing parties give their acceptance and compliance, being fully aware of its consequences.----------

-----(c) That this deed was prepared in accordance with a title search (the "Title Search"), prepared by **Capital Title Services, Inc.**, an entity engaged in such business, and not by the undersigned Notary. The aforementioned Title Search is dated August seventeen (17), two thousand twenty two (2022).----------

-----(d) The appearing parties accept the Title Search and are satisfied with the contents thereof. Consequently, the appearing parties release the Notary from any responsibility due to errors or omissions in said Title Search and/or due to any changes in the title to the PROPERTY or in its liens and encumbrances that might occur between the date of the Title Search and the date this deed is presented to the Registry of the Property of Puerto Rico for registration.----------

-----(e) The necessity and convenience of obtaining a negative certification of debt from the Municipal Revenue Collection Center tax rolls (CRIM – Centro de Recaudaciones de Ingresos Municipales) regarding the PROPERTY.----------

-----(f) This deed must be recorded in the appropriate Section of the Registry of the Property of Puerto Rico in order to bind all rights herein to third-parties.----------

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---The appearing parties waived the right which I advised them they had to have witnesses to the execution of this deed; but, upon my advice, made use of their right to read the same, and, finding it drafted to their entire satisfaction, having been advised by me, the Notary, of the pertinent legal warnings and reservations, acknowledging that they have understood this deed in all its parts, fully ratify and confirm the statements contained herein as the true and exact embodiment of their stipulations, terms, and conditions, proceed to sign before me, and to affix their initials on each folio of the same.----------

---And I, the Notary, do hereby CERTIFY AND ATTEST as to my personal knowledge or identification of the appearing parties and as to their personal circumstances, in accordance with their statements, as well as to all other things herein contained.----------

---I, the Notary, CERTIFY AND GIVE FAITH.----------

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Sello
4U22-02045186
$120
02/23/2023
$102.00
Sello de Rentas Internas
80004-2023-0223-30352012

CERTIFICO que en la misma fecha y lugar de su otorgamiento expedí primera copia certificada a favor de la parte compradora. DOY FE. ----

Notario(a) Público(a)

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----DEED NUMBER ELEVEN (11)----------

------ DEED OF OPTION TO PURCHASE REAL ESTATE ------

---In the City of San Juan, Puerto Rico, on this seventeenth (17th) day of February, two thousand twenty three (2023),--------

---------- **BEFORE ME,** ----------

---MARIA DEL ROSARIO PUJOL THOMPSON, Attorney-at-Law and Notary Public in and for the Commonwealth of Puerto Rico, with residence in Guaynabo, Puerto Rico, and offices located at suite two hundred (200), Puerta del Condado Building, one thousand ninety five (1095) Wilson Street, San Juan, Puerto Rico,----------

---------- **APPEAR:** ----------

---AS PARTY OF THE FIRST PART: ESTEBAN HERNANDEZ RIVERA, of legal age, married to Ivette Marie Alvarado Sojo, with whom he has no conjugal partnership pursuant to the pre-nuptial agreement constituted as per deed number ninety four (94), executed in Bayamón, Puerto Rico, on November twenty three (23), two thousand twenty one (2021), before notary public Roberto Almodóvar Rodríguez, professor and resident of Bayamón, Puerto Rico, who will be referred to hereinafter as "Seller".----------

---AS PARTY OF THE SECOND PART: PR INVESTCO LLC (hereinafter "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of the State of Delaware, United States of America, represented herein by its authorized representative, MS. GLADYS OMAYRA FONTANEZ REYES, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this public deed arises

from Certificate of Resolution of PR INVESTCO LLC signed by Eileen Sawyer, in her capacity of Manager of PR INVESTCO LLC, on February fifteen (15), two thousand twenty three (2023), in New York, New York, United States of America, before notary public Eric Orenstein , an original of which I, the Notary, hereby certify to have had before me, and which, in my opinion, is in full compliance with all legal requirements to authorize Ms. Gladys Omayra Fontanez Reyes to appear in this public deed on behalf of Buyer; and---

---**AS THE PARTY OF THE THIRD PART:** Mister **JOSE ENRIQUE PEREZ CRUZ**, also known as José E. Pérez (hereinafter the "Broker"), who is of legal age, married, real estate broker, and resident of Bayamón, Puerto Rico.----------

---I, the Notary, certify that I am personally acquainted with all parties, and through their statements, I further certify as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and accordingly they do hereby----------

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----------**STATE AND AGREE**----------

---**FIRST:** <u>The Property; Title, Liens and Encumbrances</u>.------

-----One. <u>Title</u>. Seller is the sole owner in fee simple title ("pleno dominio") and has the possession of the four (4) parcels of land described in the Spanish Language as follows:

----------**PROPERTY ONE (1)**----------

---**"RUSTICA:** Parcela de terreno localizada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, identificada en el Plano de Segregación del Agrimensor Frank Lozada Díaz como el REMANENTE TREINTA Y NUEVE (39), con una cabida superficial de cinco mil ciento nueve meteros cuadrados con treinta y nueve milésimas de metros cuadrados

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(5,109.039 m.c.), equivalentes a una cuerda con dos mil novecientas noventa y nueve diez milésimas de cuerda (1.2999 cda.); colindando por el NORTE, con la parcela treinta y nueve guión letra C (39-C) y con la parcela treinta y nueve guión letra D (39-D) anteriormente segregadas; por el SUR, con la parcela treinta y nueve guión letra B (39-B) anteriormente segregada; por el ESTE, con la parcela ciento setenta y nueve (179) de MC Acquisition Corp. y con la parcela cuarenta (40) antes propiedad de Valerie Marie Hernández Alvarado y hoy propiedad de Esteban Hernández RIvera; y por el OESTE, con la parcela ciento setenta y cuatro (174) de Oriental Bank & Trust, con la parcela treinta y nueve guión letra A (39-A) anteriormente segregada y con la parcela treinta y nueve guión letra B (39-B) anteriormente segregada; y cuyo centroide de este solar bajo el sistema métrico de coordenadas Lambert NAD-ochenta y tres (NAD-83) es: (X = 118,819.742; Y = 217,955.325).----------

---Está afectada a una servidumbre de paso perpetua a favor de las parcelas treinta y nueve guión letra A (39-A) y treinta y nueve guión letra B (39-B) anteriormente segregadas de siete (7) metros de ancho por su colindancia ESTE".----------

---PROPERTY ONE (1) is the remnant of parcel number eighteen thousand six hundred ninety seven (18,697), recorded at page thirty one (31) of volume five hundred eight (508) of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, after four (4) parcels were segregated from it pursuant to Deed Number One Hundred Sixty Eight (168), executed in Cabo Rojo, Puerto Rico, on December first (1st), two thousand twenty one (2021), before notary public Ramón Guillermo Vélez Rivera, pending recordation at entry two thousand twenty one dash one five seven seven five zero dash "S""G" zero one (2021-157750-SG01) of the Karibe System.----------

----------PROPERTY TWO (2)----------

---"RUSTICA: Parcela de terreno localizada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, identificada en el Plano de Segregación del Agrimensor Frank Lozada Díaz como la PARCELA TREINTA Y NUEVE GUION LETRA B (39-B), con una cabida superficial de tres mil novecientos treinta metros cuadrados con cuatrocientas milésimas de metros cuadrados (3,930.400 m.c.), equivalentes a UNA CUERDA (1.0000 cda.); colindando por el NORTE, con el Remanente treinta y nueve (39); por el SUR, con la parcela treinta y nueve guión letra A (39-A) anteriormente segregada; por el ESTE, con su acceso (servidumbre de paso) de siete (7) metros de ancho que forman parte del predio Remanente treinta y nueve (Remanente 39); por el OESTE, con la parcela ciento setenta y cuatro (174) de Oriental Bank & Trust; y cuyo

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centro centroide de este solar bajo el sistema métrico de coordenadas Lambert NAD ochenta y tres (NAD 83) es (X = 118,835.365; Y = 217,920.142).----------
---Está afectada a una servidumbre de paso a favor de Cable TV, Teléfono y Autoridad de Energía Eléctrica (AEE) de cinco (5) pies de ancho por toda su colindancia SUR y ESTE."----------

---PROPERTY TWO (2) was segregated from parcel number eighteen thousand six hundred ninety seven (18,697), recorded at page thirty one (31) of volume five hundred eight (508) of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, pursuant to Deed Number One Hundred Sixty Eight (168), executed in Cabo Rojo, Puerto Rico, on December first (1st), two thousand twenty one (2021), before notary public Ramón Guillermo Vélez Rivera, pending recordation at entry two thousand twenty one dash one five seven seven five zero dash "S""G" zero one (2021-157750-SG01) of the Karibe System.----------

----------PROPERTY THREE (3)----------

---"RUSTICA: Parcela de terreno localizada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, identificada en el Plano de Segregación del Agrimensor Frank Lozada Diez como la PARCELA TREINTA Y NUEVE GUION LETRA C (39-C), con una cabida superficial de tres mil novecientos treinta metros cuadrados con trescientos noventa milésimas de metros cuadrados (3,930.390 m.c.), equivalentes a una cuerda (1.0000 cda.); colindando por el NOR-ESTE, con la parcela treinta y nueve guión letra D (39-D) a segregarse; por el SUR-ESTE, con el Remanente treinta y nueve (39) a segregarse; por el SUR-OESTE, con la parcela ciento setenta y cuatro (174) de Oriental Bank & Trust; y por el NOR-OESTE, con el camino de acceso en tierra existente; y cuyo centroide de este solar bajo el sistema métrico de coordenadas Lambert NAD-ochenta y tres (NAD-83) es: (X = 118,779.314; Y = 217,989.151).----------

---Está afectada a una servidumbre de paso a favor de Cable TV, Teléfono y Autoridad de Energía Eléctrica (AEE) de cinco (5) pies de ancho por toda su colindancia NOR-OESTE."----------

---PROPERTY THREE (3) was segregated from parcel number eighteen thousand six hundred ninety seven (18,697), recorded at page thirty one (31) of volume five hundred eight (508) of Cabo Rojo, Section of San Germán of the Registry of

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the Property of Puerto Rico, pursuant to Deed Number One Hundred Sixty Eight (168), executed in Cabo Rojo, Puerto Rico, on December first (1st), two thousand twenty one (2021), before notary public Ramón Guillermo Vélez Rivera, pending recordation at entry two thousand twenty one dash one five seven seven five zero dash "S""G" zero one (2021-157750-SG01) of the Karibe System.----------

----------**PROPERTY FOUR (4)**----------

---"RUSTICA: Parcela de terreno localizada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, identificada en el Plano de Segregación del Agrimensor Frank Lozada Díaz como la PARCELA TREINTA Y NUEVE GUION LETRA D (39-D), con una cabida superficial de tres mil novecientos treinta metros cuadrados con trescientos ochenta milésimas de metros cuadrados (3,930.380 m.c.), equivalentes a una cuerda (1.0000 cda.); colindando por el NORTE, con la parcela ciento setenta y nueve (179); por el SUR, con la parcela treinta y nueve guión letra C (39-C) anteriormente segregada; por el ESTE, con el Remanente treinta y nueve (39) a segregarse; y por el OESTE, con el camino de acceso en tierra existente; y cuyo centroide de este solar bajo el sistema métrico de coordenadas Lambert NAD-ochenta y tres (NAD83) es: (X = 118,791.577; Y = 218,033.140).----------

---Está afectada a una servidumbre de paso a favor de Cable TV, Teléfono y Autoridad de Energía Eléctrica (AEE) de cinco (5) pies de ancho por toda su colindancia SUR y ESTE."----------

---PROPERTY FOUR (4) was segregated from parcel number eighteen thousand six hundred ninety seven (18,697), recorded at page thirty one (31) of volume five hundred eight (508) of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, pursuant to Deed Number One Hundred Sixty Eight (168), executed in Cabo Rojo, Puerto Rico, on December first (1st), two thousand twenty one (2021), before notary public Ramón Guillermo Vélez Rivera, pending recordation at entry two thousand twenty one dash one five seven seven five zero dash "S""G" zero one (2021-157750-SG01) of the Karibe System.----------

---PROPERTY ONE (1), PROPERTY TWO (2), PROPERTY

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THREE (3) and PROPERTY FOUR (4) will be jointly referred to hereinafter as the "PROPERTY".----------

---The PROPERTY was acquired by Seller through Deed Number Fifty One (51), executed in Bayamón, Puerto Rico, on September seventeen (17), two thousand twenty (2020), before notary public Roberto Almodóvar Rodríguez, recorded at the Karibe Volume of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico, parcel number eighteen thousand six hundred ninety seven (18,697), fourteenth (14th) recording.----------

---The real property tax identification number ("número de catastro") assigned by the Muncipal Revenue Collection Center ("CRIM") to the PROPERTY is four zero two dash zero eighteen dash three hundred twenty seven dash forty dash zero zero zero (402-018-327-40-000).----------

---The PROPERTY is subject to the following liens and/or encumbrances:----------

---By its origin, the PROPERTY is free of liens and encumbrances.----------

---By itself, the PROPERTY is free of liens and encumbrances.----------

---SECOND: Buyer wishes to acquire an option to buy the PROPERTY, with all its improvements, and rights and annexes, together with the possession thereof, and Seller wishes to grant, and hereby grants, said option to Buyer (hereinafter the "Option"), which is done pursuant to this public instrument and in accordance with the following:----------

----------TERMS AND CONDITIONS:----------

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-----2.1. The purchase-sale price of the PROPERTY will be the lump sum of NINE HUNDRED FIVE THOUSAND NINE HUNDRED NINETY ONE DOLLARS WITH FORTY FIVE CENTS ($905,991.45), of which (i) TWO HUNDRED FIFTY FIVE THOUSAND FOUR HUNDRED FIFTY ONE DOLLARS WITH NINETY SIX CENTS ($255,451.96) will correspond and will be allocated to PROPERTY ONE (1); (ii) ONE HUNDRED NINETY SIX THOUSAND FIVE HUNDRED TWENTY DOLLARS ($196,520) will correspond and will be allocated to PROPERTY TWO (2); (iii) ONE HUNDRED NINETY SIX THOUSAND FIVE HUNDRED NINETEEN DOLLARS WITH FORTY NINE CENTS ($196,519.49) will correspond and will be allocated to PROPERTY THREE (3); and (iv) TWO HUNDRED FIFTY SEVEN THOUSAND FIVE HUNDRED DOLLARS ($257,500) will correspond and will be allocated to PROPERTY FOUR (4).----------

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---The NINE HUNDRED FIVE THOUSAND NINE HUNDRED NINETY ONE DOLLARS WITH FORTY FIVE CENTS ($905,991.45) purchase price of the PROPERTY is payable as follows:----------

----------2.1.1. the sum of NINETY THOUSAND FIVE HUNDRED NINETY NINE DOLLARS WITH FIFTEEN CENTS ($90,599.15) has been paid by Buyer to Seller simultaneously with the execution of this public deed, as consideration for the Option, as good faith deposit (the "Deposit"), which will be non-reimbursable, except only as set forth below in this public deed. Seller hereby acknowledge receipt of the Deposit. Of said Deposit, (i) TWENTY FIVE THOUSAND FIVE HUNDRED FORTY EIGHT DOLLARS

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WITH NINETY SIX CENTS ($25,548.96) will correspond and will be allocated to PROPERTY ONE (1); (ii) NINETEEN THOUSAND SIX HUNDRED FIFTY DOLLARS WITH NINETY SIX CENTS ($19,650.96) will correspond and will be allocated to PROPERTY TWO (2); (iii) NINETEEN THOUSAND SIX HUNDRED FIFTY DOLLARS WITH NINETY FIVE CENTS ($19,650.95) will correspond and will be allocated to PROPERTY THREE (3); and (iv) TWENTY FIVE THOUSAND SEVEN HUNDRED FORTY EIGHT DOLLARS WITH TWENTY EIGHT CENTS ($25,748.28) will correspond and will be allocated to PROPERTY FOUR (4).----------2.1.2 the sum of TWO HUNDRED SEVENTY ONE THOUSAND SEVEN HUNDRED NINETY SEVEN DOLLARS WITH FORTY FOUR CENTS ($271,797.44) will be payable in full, through manager's check to the order of Seller, simultaneously with the execution of the purchase sale public deed whereby Buyer will acquire fee simple title to the PROPERTY and the possession thereof, pursuant to the Option (the "Purchase-Sale Deed"). Of said amount, (i) SEVENTY SIX THOUSAND SIX HUNDRED FORTY SIX DOLLARS WITH EIGHTY EIGHT CENTS ($76,646.88) will correspond and will be allocated to PROPERTY ONE (1); (ii) FIFTY EIGHT THOUSAND NINE HUNDRED FIFTY TWO DOLLARS WITH EIGHTY SIX CENTS ($58,952.86) will correspond and will be allocated to PROPERTY TWO (2); (iii) FIFTY EIGHT THOUSAND NINE HUNDRED FIFTY TWO DOLLARS WITH EIGHTY FIVE CENTS ($58,952.85) will correspond and will be allocated to PROPERTY THREE (3); and (iv) SEVENTY SEVEN THOUSAND TWO HUNDRED

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FORTY FOUR DOLLARS WITH EIGHTY FIVE CENTS ($77,244.85) will correspond and will be allocated to PROPERTY FOUR (4).----------

----------2.1.3. the sum of FIVE HUNDRED FORTY THREE THOUSAND FIVE HUNDRED NINETEY FOUR DOLLARS WITH EIGHTY SIX CENTS ($543,594.86) will be deferred (the "Deferred Purchase Price"). The Deferred Purchase Price will be distributed as follows among the four (4) parcels which comprise the PROPERTY: (i) ONE HUNDRED FIFTY THREE THOUSAND TWO HUNDRED FIFTY SIX DOLLARS WITH TWELVE CENTS ($153,256.12) will correspond and will be allocated to PROPERTY ONE (1); (ii) ONE HUNDRED SEVENTEEN THOUSAND NINE HUNDRED SIXTEEN DOLLARS WITH EIGHTEEN CENTS ($117,916.18) will correspond and will be allocated to PROPERTY TWO (2); (iii) ONE HUNDRED SEVENTEEN THOUSAND NINE HUNDRED FIFTEEN DOLLARS WITH SIXTY NINE CENTS ($117,915.69) will correspond and will be allocated to PROPERTY THREE (3); and (iv) ONE HUNDRED FIFTY FOUR THOUSAND FIVE HUNDRED SIX DOLLARS WITH EIGHTY SEVEN CENTS ($154,506.87) will correspond and will be allocated to PROPERTY FOUR (4).----------

---The Deferred Purchase Price will be payable in (i) two (2) annual installments of TWO HUNDRED SEVENTY ONE THOUSAND SEVEN HUNDRED NINETY SEVEN DOLLARS WITH FORTY THREE CENTS ($271,797.43) each, on the first (1st) and second (2nd) anniversaries of the execution of the Purchase-Sale Deed.----------

---Of said sum of TWO HUNDRED SEVENTY ONE

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THOUSAND SEVEN HUNDRED SEVENTY NINE DOLLARS WITH FORTY THREE CENTS ($271,797.43) per year to be paid for the first two (2) consecutive years following the execution of the Purchase-Sale Deed, (i) SEVENTY SIX THOUSAND SIX HUNDRED TWENTY EIGHT DOLLARS WITH SIX CENTS ($76,628.06) per year will correspond and will be allocated to PROPERTY ONE (1); (ii) FIFTY EIGHT THOUSAND NONE HUNDRED FIFTY EIGHT DOLLARS WITH NINE CENTS ($58,958.09) per year will correspond and will be allocated to PROPERTY TWO (2); (iii) FIFTY EIGHT THOUSAND NINE HUNDRED FIFTY SEVEN DOLLARS WITH EIGHTY FIVE CENTS ($58,957.85) will correspond and will be allocated to the first (1st) installment of PROPERTY THREE (3), and FIFTY EIGHT THOUSAND NINE HUNDRED FIFTY SEVEN DOLLARS WITH EIGHTY FOUR CENTS ($58,957.84) will correspond and will be allocated to the second (2nd) installment of PROPERTY THREE (3); and (iv) SEVENTY SEVEN THOUSAND TWO HUNDRED FIFTY THREE DOLLARS WITH FORTY THREE CENTS ($77,253.43) per year will correspond and will be allocated to PROPERTY FOUR (4).----------

---Interest on the outstanding principal balance of the Deferred Purchase Price will accrue, beginning on the date of execution of the Purchase-Sale Deed and until full payment thereof, at the simple rate of five per cent (5%) per annum, payable together with each of the aforementioned installments of the Deferred Purchase Price.----------

---The Deferred Purchase Price will evidenced and guaranteed by one (1) promissory note in the principal sum of

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FIVE HUNDRED FORTY THREE THOUSAND FIVE HUNDRED NINETY FOUR DOLLARS WITH EIGHTY SIX CENTS ($543,594.86), which will be in turn guaranteed by a first mortgage encumbering the PROPERTY, in the amount of FIVE HUNDRED FORTY THREE THOUSAND FIVE HUNDRED NINETY FOUR DOLLARS WITH EIGHTY SIX CENTS ($543,594.86) (the "$543,594.86 Mortgage"), issued by Buyer to the order of Seller, due in two (2) annual installments of TWO HUNDRED SEVENTY ONE THOUSAND SEVEN HUNDRED NINETY SEVEN DOLLARS WITH FORTY THREE CENTS ($271,797.43) each, on the first (1st) and second (2nd) anniversaries of the execution of the Purchase-Sale Deed, with interest on the outstanding principal balance at five per cent (5%) per annum, payable together with each of the aforementioned installments of principal.----------

---Pursuant to the $543,594.86 Mortgage, (i) PROPERTY ONE (1) will be mortgaged in the amount of ONE HUNDRED FIFTY THREE THOUSAND TWO HUNDRED FIFTY SIX DOLLARS WITH TWELVE CENTS ($153,256.12); (ii) PROPERTY TWO (2) will be mortgaged in the amount of ONE HUNDRED SEVENTEEN THOUSAND NINE HUNDRED SIXTEEN DOLLARS WITH EIGHTEEN CENTS ($117,916.18); (iii) PROPERTY THREE (3) will be mortgaged in the amount of ONE HUNDRED SEVENTEEN THOUSAND NINE HUNDRED FIFTEEN DOLLARS WITH SIXTY NINE CENTS ($117,915.69); and (iv) PROPERTY FOUR (4) will be mortgaged in the amount of ONE HUNDRED FIFTY FOUR THOUSAND FIVE HUNDRED SIX DOLLARS WITH EIGHTY

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SEVEN CENTS ($154,506.87).----------

---The deed of constitution of the $543,594.86 Mortgage will be executed before a notary public selected by Buyer. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of the Property of Puerto Rico of the deed of constitution of the $543,594.86 Mortgage will be paid by Buyer.----------

-----2.2. In addition to the Deposit, and as an additional *sine qua non* condition and consideration for the Option, Buyer will pay Seller a non-refundable fee (which will not be credited to the purchase-sale price of the PROPERTY), in an amount equivalent to five per cent (5%) per annum on the principal sum of EIGHT HUNDRED FIFTEEN THOUSAND THREE HUNDRED NINETY TWO DOLLARS WITH THIRTY ONE CENTS ($815,392.31), from the date of execution of this public deed until (i) the date of execution of the Purchase-Sale Deed; or (ii) the date this Option ends for any reason whatsoever, whichever occurs first. Said non-refundable fee shall be paid in monthly installments starting thirty (30) calendar days after the date of execution of this public deed and until (i) the date of execution of the Purchase-Sale Deed; or (ii) the date this Option ends for any reason whatsoever, whichever occurs first.----------

-----2.3. The Option is granted for a term of one (1) year, starting on the date of execution of this public deed and ending on February seventeen (17), two thousand twenty four (2024) (the "Term").----------

-----2.4. Upon the execution of the Purchase-Sale Deed, the Deposit will be credited to the portion of the purchase-sale

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price payable on the date of execution of the Purchase-Sale Deed.----------

-----2.5. If the Term ends and Buyer has not bought the PROPERTY within the Term (except for reasons attributable to Seller), then the Deposit will be lost by Buyer, and will become the property of Seller, as liquidated damages. If the PROPERTY cannot be bought by Buyer within the Term, for reasons attributable to Seller, then Seller will reimburse the Deposit to Buyer at the end of the Term.----------

-----2.6. The real estate property taxes payable to the Centro de Recaudaciones de Ingresos Muncipales ("CRIM"), and all special taxes (if applicable) of the PROPERTY will be the responsibility of Seller and payable by Seller up to the date of execution of the Purchase-Sale Deed (the "Closing Date"). Thereafter they shall be the responsibility of Buyer and payable by Buyer.----------

-----2.7. The Purchase-Sale Deed shall be executed before a notary public selected by Buyer.----------

-----2.8. Deeds to cancel any liens or encumbrances affecting the PROPERTY, if any, existing at the time of execution of the Purchase-Sale Deed, except any permitted encumbrances will be executed no later than the Closing Date, before a notary public selected by Buyer.----------

-----2.9. Through the Purchase-Sale Deed, Buyer will acquire recordable fee simple title to the PROPERTY and the possession thereof, "as is, where is", free and clear of occupants, liens and encumbrances, except permitted encumbrances disclosed in this deed, if any. During the Term of the Option, Seller will have the possession of the

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PROPERTY and will be allowed to conduct legal business activities in the PROPERTY.----------

-----2.10. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of the Property of Puerto Rico of this public deed and of the Purchase-Sale Deed will be paid by Buyer.----------

-----2.11. The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of the Property of the deeds of cancellation mentioned in Section 2.8, above (if any) shall be paid by Seller.----------

-----2.12. This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them.----------

-----2.13. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of Puerto Rico in the event of any litigation pursuant to this public deed.

-----2.14. All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

------TO SELLER:----------
------ESTEBAN HERNANDEZ RIVERA ----------
------158 Vista de la Bahía----------
------Panorama Village----------
------Bayamón, Puerto Rico 00957----------
-----Electronic Mail: educaeh@gmail.com----------

------TO BUYER:----------
------PR INVESTCO LLC----------
-------733 Third Avenue----------
-------New York, NY 10017----------
------Attention: Eileen Sawyer----------
-----Electronic Mail: roberto.ruiz@ccgc.com.do----------

------TO THE BROKER:----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920----------
------Attention: José Enrique Pérez Cruz----------

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-----Electronic Mail: passportre@gmail.com----------

-----2.15. Seller represents and warrants to Buyer that, to the best of Seller's knowledge, in the PROPERTY there are no toxic, dangerous, contaminated or contaminating substances, and that the PROPERTY has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----2.16. The appearing parties acknowledge that the Broker, mister José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the subject of this Option. The fees to Mr. Pérez Cruz and his associates, if any, for said service will be the responsibility of Buyer and paid simultaneously with the execution of the Purchase-Sale Deed, only if the Option is exercised by Buyer and Buyer buys the PROPERTY pursuant to the Option. Said fees will amount to FORTY THREE THOUSAND ONE HUNDRED FIFTY DOLLARS WITH THIRTY FOUR CENTS ($43,150.34), equivalent to five percent (5%) of the purchase-sale price of the PROPERTY.----------

-----2.17. The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed.----------

-----2.18. In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgement or judicial order, then and in that event the rest of this public deed will continue in full force and effect.

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-----2.19. During the Term, Buyer and its employees, agents and/or contractors are authorized to enter the PROPERTY to make studies, identify boundaries, take measurements and make inspections, during business days and hours, and the persons entering the PROPERTY pursuant to this authorization will be responsible for the damages suffered or caused by them in the PROPERTY. Every employee who enters the PROPERTY pursuant to this authorization will be insured by a valid policy of the Puerto Rico State Insurance Fund, and, if applicable, of the "Chauffers' Insurance" or "Seguro Choferil". In addition, Buyer will have in place, during the term of the Option, a public liability insurance policy covering damages caused or suffered in the PROPERTY by the persons who enter it pursuant to this authorization, with a minimum coverage of ONE MILLION DOLLARS ($1,000,000) per occurrence. Seller will appear as co-insured in the policy, together with Buyer.----------

-----2.20. During the Term, Buyer is authorized to seek the approvals, permits and endorsements necessary for the development in the PROPERTY of a residential, recreational and tourism project, or of part of a residential, recreational and tourism project, provided the existing DTS zoning of the PROPERTY is not changed, and that such approvals, permits and endorsements (i) comply with the requirements of the existing DTS zoning of the PROPERTY; and (ii) do not negatively affect and/or diminish the value or quality of the PROPERTY. Seller hereby commits to confirm this authorization in writing if required by Buyer, for presentation to the corresponding public or governmental agencies and

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entities. If the PROPERTY is not purchased by Buyer, all approvals, permits and endorsements obtained by Buyer for the PROPERTY pursuant to the aforesaid authorization will be transferred and assigned by Buyer to Seller at the end of the Term, at no cost to Seller.----------

-----2.21. The PROPERTY may not be altered during the Term, except only if specifically authorized in advance, in writing, by Seller and Buyer.----------

-----2.22. The Option is not transferable by Seller. Conversely, Buyer is authorized to transfer or assign this agreement and all its rights and obligations hereunder, at the sole option and discretion of Buyer.----------

---**THIRD:** Additional Documentation. The parties hereto agree to execute and deliver any additional instruments and documents that may be necessary to record the transaction contemplated in this deed in the Registry of the Property of Puerto Rico. Any costs and expenses, including attorneys' fees, incurred in connection with the execution of any additional instruments and documents shall be for the account of the Buyer. ----------

---**FOURTH:** Request to the Registrar. The Honorable Registrar of the Property of Puerto Rico is respectfully requested to record in the Registry of the Property of Puerto Rico the Option, as set forth in this deed.----------

---**FIFTH:** If Buyer does not purchase the PROPERTY pursuant to the Option, Buyer will, within thirty (30) consecutive calendar days after the end of the Term, at Buyer's cost and expense, (i) cancel the lien or encumbrance on the PROPERTY created by the Option; and (ii) file for

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recordation in the Registry of the Property of Puerto Rico any and all documents needed for the recording of said cancellation in the Registry of the Property. If the appearance of Seller is required in said cancellation, Seller will appear therein.----------

----------ACCEPTANCE AND WARNINGS----------

---The appearing parties to this deed accept the same as drafted because it has been drawn up in accordance with their stipulations, terms and conditions. I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this deed and they were fully advised by me thereon. Specifically, I advised them of the following:----------

-----(a) That any liens or encumbrances affecting title to the PROPERTY that may be filed for recordation prior to the filing of this deed may be legally binding and could take precedence over this deed.----------

-----(b) It is advisable to verify the status of liens and encumbrances on the PROPERTY as they may appear from the Registry of the Property of Puerto Rico on the date hereof and of the adverse consequences which may result from the failure to do so. To this effect, the appearing parties have been warned and advised by the subscribing Notary Public about the following: (i) that the digital system of recordation of the Digital Registry of Immovable Property of the Commonwealth of Puerto Rico provides Access to the Electronic Diary of Daily Operations, the Electronic Book of Recordations, and the Single Book of Lines ("Libro Unico de Embargos") twenty four (24) hours a day, seven (7) days a week for both inquiries and filings which may affect the

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registration or rights under this deed; (ii) that said electronic books have been reviewed up to the date of the title search prepared for this transaction; and (iii) that the authorizing Notary Public has not consulted the Registry of the Property of Puerto Rico in any way whatsoever after the date of the aforementioned title search, to all of which the appearing parties give their acceptance and compliance, being fully aware of its consequences.----------

-----(c) That this deed was prepared in accordance with a title search (the "Title Search"), prepared by **Capital Title Services, Inc.**, an entity engaged in such business, and not by the undersigned Notary. The aforementioned Title Search is dated August seventeen (17), two thousand twenty two (2022).----------

-----(d) The appearing parties accept the Title Search and are satisfied with the contents thereof. Consequently, the appearing parties release the Notary from any responsibility due to errors or omissions in said Title Search and/or due to any changes in the title to the PROPERTY or in its liens and encumbrances that might occur between the date of the Title Search and the date this deed is presented to the Registry of the Property of Puerto Rico for registration.----------

-----(e) The necessity and convenience of obtaining a negative certification of debt from the Municipal Revenue Collection Center tax rolls (CRIM – Centro de Recaudaciones de Ingresos Municipales) regarding the PROPERTY.---------

-----(f) This deed must be recorded in the appropriate Section of the Registry of the Property of Puerto Rico in order to bind all rights herein to third-parties.----------

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---The appearing parties waived the right which I advised them they had to have witnesses to the execution of this deed; but, upon my advice, made use of their right to read the same, and, finding it drafted to their entire satisfaction, having been advised by me, the Notary, of the pertinent legal warnings and reservations, acknowledging that they have understood this deed in all its parts, fully ratify and confirm the statements contained herein as the true and exact embodiment of their stipulations, terms, and conditions, proceed to sign before me, and to affix their initials on each folio of the same.----------

---And I, the Notary, do hereby CERTIFY AND ATTEST as to my personal knowledge or identification of the appearing parties and as to their personal circumstances, in accordance with their statements, as well as to all other things herein contained.----------

---I, the Notary, CERTIFY AND GIVE FAITH.----------

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Sello

4U22-02045185

5120
02/23/2023
$92.00

Sello de Rentas Internas
80004-2023-0223-30352004

CERTIFICO que en la misma fecha y lugar de su otorgamiento expedí primera copia certificada a favor de la parte compradora. DOY FE. ----

Notario(a) Público(a)

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----ESCRITURA NUMERO: VEINTIDÓS (22)----------

----------OPCIÓN DE COMPRA DE INMUEBLES----------

---En San Juan, Puerto Rico, el día diecinueve (19) de octubre de dos mil veintidós (2022);----------

----------ANTE MI,----------

---MARIA DEL ROSARIO PUJOL THOMPSON, abogada y notaria publica en y para el Estado Libre Asociado de Puerto Rico, con residencia en Guaynabo, Puerto Rico, y estudio abierto en la oficina número doscientos (200) del Edificio Puerta del Condado, en la Calle Wilson número mil noventa y cinco (1095), Condado, San Juan, Puerto Rico, ----------

----------COMPARECEN:----------

---DE LA PRIMERA PARTE: ANTONIO JUAN BARTOLOME FAS ALZAMORA, mayor de edad, casado con Ileana Pacheco Morales, abogado y vecino de Cabo Rojo, Puerto Rico (en adelante "Antonio"), quien comparece en su capacidad personal;----------

---DE LA SEGUNDA PARTE: MARGARITA DE LOURDES FAS ALZAMORA, mayor de edad, soltera, propietaria y vecina de San Juan, Puerto Rico (en adelante "Margarita").----------

---Antonio y Margarita serán llamados conjuntamente los "Vendedores" en adelante en la presente escritura,--------

---DE LA TERCERA PARTE: PR INVESTCO LLC (en adelante la "Compradora"), una compañía de responsabilidad limitada organizada y existente al amparo de las leyes del Estado de Delaware de los Estados Unidos de América, representada en esta escritura por su representante autorizada, GLADYS OMAYRA FONTANEZ REYES (en

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adelante "Gladys"), quien es mayor de edad, soltera, abogada y vecina de San Juan, Puerto Rico y quien está debidamente autorizada a comparecer en la presente escritura en representación de la Compradora, según surge de Certificación de Resolución de PR INVESTCO LLC, suscrita por Eileen Sawyer, en su carácter de Gerente ("Manager") de PR INVESTCO LLC, el día doce (12) de octubre de dos mil veintidós (2022), ante el notario público John J. Franco, cuyo original, Yo, la Notaria, certifico que he examinado y que, en mi opinión, cumple con todos los requisitos legales necesarios para autorizar a Gladys a comparecer en esta escritura en representación de la Compradora; y ----------

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M.L.F.a.
J.E.P
G.D.F.R.

---DE LA CUARTA PARTE: JOSE ENRIQUE PEREZ CRUZ, también conocido como José E. Pérez (en adelante el "Corredor"), quien es mayor de edad, casado, corredor de bienes raíces y vecino de Bayamón, Puerto Rico.----------

---Yo, la Notaria, certifico que conozco personalmente a todos los comparecientes y que, por sus dichos, conozco sus respectivas edades, estados civiles, ocupaciones y direcciones residenciales. Me aseguran tener y, a mi juicio, tienen la capacidad legal necesaria para el presente otorgamiento, y en tal virtud, libre y voluntariamente,----------

----------EXPRESAN Y ACUERDAN:----------

---PRIMERO: Antonio, en su carácter personal y privativo, es dueño en pleno y absoluto dominio y tiene la posesión quieta y pacífica de la parcela de terreno que se describe a continuación [en adelante el "INMUEBLE UNO (1)"]:----------

----------INMUEBLE UNO (1)----------

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---**"RUSTICA:** Predio de terreno identificado con el número Trece guión "A" (13-A) del plano de parcelación de la finca llamada "Corozo", sito en el barrio Llanos Costa, Sector el Corozo del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CUATROCIENTOS VEINTIDOS MIL CUATROCIENTOS SETENTA Y TRES PUNTO CUARENTA Y CUATRO (422,473.44) METROS CUADRADOS, equivalentes a ciento siete punto cuatrocientas ochenta y nueve (107.489) cuerdas. En lindes, por el NORTE, en quinientos cinco punto cero cero ochenta y cinco (505.0085) metros lineales, con camino municipal denominado camino Peñones; por el SUR, en trescientos cuarenta punto ochocientos cuarenta y tres (340.843) metros lineales, con predio identificado en el plano de parcelación como camino de acceso; por el OESTE, en mil trescientos noventa y dos punto trescientos cuarenta y ocho (1,392.348) metros lineales, con predio identificado con el número Trece guión "B" (13-B) del plano de inscripción; y por el ESTE, noventa y siete punto cero sesenta y cuatro (97.064), ciento veintinueve punto trescientos sesenta y uno (129.361) y mil doscientos sesenta y siete punto dos mil seiscientos cincuenta y tres (1,267.2653) metros lineales, con predios identificados en el plano de parcelación con los números catorce (14) y quince (15) y con propiedades de Sigfrido Vélez, Sucesión Valentín y Serafín Vélez, respectivamente, para un total de mil cuatrocientos noventa y tres punto seis mil novecientos tres (1,493.6903) metros lineales."----------

---El INMUEBLE UNO (1) es la finca número veinticuatro mil noventa y seis (24,096), inscrita al folio doscientos doce (212) del tomo seiscientos setenta y uno (671) de Cabo Rojo, Sección de San Germán del Registro de la Propiedad de Puerto Rico.----------

---El INMUEBLE UNO (1) fue adquirido por Antonio por adjudicación de propiedad hereditaria, según "Sentencia Cuaderno Particional" del Tribunal General de Justicia de Puerto Rico, Sala Superior de Mayagüez, en el caso número RF guión ochenta y cinco guión mil ciento treinta y nueve (RF-85-1139), del trece (13) de febrero de mil novecientos noventa (1990), inscrita al folio doscientos doce (212) del tomo seiscientos setenta y uno (671) de Cabo Rojo, Sección de San Germán del Registro de la Propiedad de Puerto Rico, finca número veinticuatro mil noventa y seis (24,096),

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inscripción primera (1ra.).----------

---De acuerdo a información provista por el Centro de Recaudación de Ingresos Municipales ("CRIM"), el número de catastro del INMUEBLE UNO (1) es el cuatrocientos dos guión cero cero cero guión cero cero cinco guión veintinueve guión cero cero cero (402-000-005-29-000).----------

---El INMUEBLE UNO (1) se encuentra libre de cargas, gravámenes y ocupantes.----------

---**SEGUNDO:** Margarita, en su carácter personal y privativo, es dueña en pleno y absoluto dominio y tiene la posesión quieta y pacífica de la parcela de terreno que se describe a continuación [en adelante el "INMUEBLE DOS (2)"]:----------

----------**INMUEBLE DOS (2)**----------

---**"RUSTICA:** Predio de terreno identificado con el número trece guión "B" (13-B) en el plano de parcelación de la finca denominada Corozo, sito en el Barrio Llanos Costa, Sector El Corozo del término municipal de Cabo Rojo, Puerto Rico y con una cabida superficial de CUATROCIENTOS VEINTIDOS MIL CUATROCIENTEOS SETENTA Y TRES PUNTO CUARENTA Y CUATRO (422,473.44) METROS CUADRADOS, equivalentes a ciento siete punto cuatrocientas ochenta y nueve (107.489) cuerdas. Colinda, al NORTE, en seiscientos veintiocho punto nueve mil seiscientos ochenta y dos (628.9682) metros lineales con camino municipal denominado camino Peñones; por el SUR, en cuatrocientos cuarenta y siete punto cero cuarenta (447.040) y ciento setenta y nueve punto trescientos cincuenta y nueve (179.359) metros lineales, con predio identificado con el número doce (12) y camino de acceso del plano de parcelación; al ESTE, en mil trescientos noventa y dos punto trescientos cuarenta y ocho (1,392.348) metros lineales, con predio identificado en el plano de parcelación con el número trece guión "A" (13-A); y al OESTE, en mil cuatrocientos veintiuno punto mil ochocientos sesenta y dos (1,421.1862) metros lineales con propiedad de Alfredo Ramírez de Arellano."----------

---El INMUEBLE DOS (2) es la finca número veinticuatro mil noventa y siete (24,097), inscrita al folio doscientos quince (215) del tomo seiscientos setenta y uno (671) de Cabo Rojo, Sección de San Germán del Registro de la Propiedad de

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---El INMUEBLE DOS (2) fue adquirido por Margarita por adjudicación de propiedad hereditaria, según "Sentencia Cuaderno Particional" del Tribunal General de Justicia de Puerto Rico, Sala Superior de Mayagüez, en el caso número RF guión ochenta y cinco guión mil ciento treinta y nueve (RF-85-1139), del trece (13) de febrero de mil novecientos noventa (1990), inscrita al folio doscientos quince (215) del tomo seiscientos setenta y uno (671) de Cabo Rojo, Sección de San Germán del Registro de la Propiedad de Puerto Rico.-

---De acuerdo a información provista por el Centro de Recaudación de Ingresos Municipales ("CRIM"), el número de catastro del INMUEBLE DOS (2) es el cuatrocientos dos guión cero cero cero guión cero cero cinco guión veintiocho guión cero cero cero (402-000-005-28-000).----------

---El INMUEBLE DOS (2) se encuentra libre de cargas, gravámenes y ocupantes.----------

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---TERCERO: El INMUEBLE UNO (1) y el INMUEBLE DOS (2) serán llamados en conjunto los "INMUEBLES" en adelante en la presente escritura. La Compradora desea adquirir un derecho de opción para comprar conjuntamente los INMUEBLES y los Vendedores, en este acto y mediante la presente escritura, conceden dicho derecho de opción a la Compradora y la Compradora lo acepta (en adelante la "Opción"), sujeto a los siguientes----------

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----------TERMINOS Y CONDICIONES:----------

-----3.1. El precio de compraventa de los INMUEBLES se distribuirá en partes iguales entre el INMUEBLE UNO (1) y el INMUEBLE DOS (2) y ascenderá a la suma alzada total de

QUINCE MILLONES QUINIENTOS MIL DÓLARES ($15,500,000.00), es decir SIETE MILLONES SETECIENTOS CINCUENTA MIL DÓLARES ($7,750,000.00) para el INMUEBLE UNO (1) y SIETE MILLONES SETECIENTOS CINCUENTA MIL DÓLARES ($7,750,000.00) para el INMUEBLE DOS (2), siempre y cuando se efectúe la compraventa de los INMUEBLES en virtud de la Opción dentro del Término Inicial (según éste se define más adelante en la presente escritura). Si la compraventa de los INMUEBLES en virtud de la Opción se otorgare después del vencimiento del Término Inicial y dentro de cualquiera de los Términos Extendidos (según éstos se definen más adelante en la presente escritura), entonces el precio de compraventa de los INMUEBLES aumentará a la suma alzada de DIECISEIS MILLONES QUINIENTOS MIL DÓLARES ($16,500,000.00), de los cuales corresponderían OCHO MILLONES DOSCIENTOS CINCUENTA MIL DÓLARES ($8,250,000.00) al INMUEBLE UNO (1) y OCHO MILLONES DOSCIENTOS CINCUENTA MIL DÓLARES ($8,250,000.00) al INMUEBLE DOS (2).----------

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-----**3.2.** El precio de compraventa de los INMUEBLES se pagará en su totalidad al contado, simultáneamente con el otorgamiento de la escritura pública de compraventa mediante la cual la Compradora comprará los INMUEBLES en virtud de la Opción (en adelante la "Escritura de Compraventa"), mediante (i) cheque de gerente de un banco de Puerto Rico a la orden de Antonio, por un importe igual al cincuenta por ciento (50%) del precio de compraventa, y (ii) cheque de gerente a la orden de Margarita, por un importe

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igual al cincuenta por ciento (50%) del precio de compraventa.----------

-----3.3. Mediante la Escritura de Compraventa, la Compradora adquirirá título en pleno y absoluto dominio sobre los INMUEBLES y la posesión de los mismos, libres de cargas, gravámenes y ocupantes, como están, donde están, ("as are, where are").----------

-----3.4. Simultáneamente con el otorgamiento de la presente escritura y como consideración a la Opción, la Compradora ha pagado a los Vendedores mediante cheque de gerente de un banco de Puerto Rico la suma de NOVECIENTOS TREINTA MIL DÓLARES ($930,000.00), como depósito de buena fe, no reembolsable (en adelante el "Depósito Inicial"), del cual un cincuenta por ciento (50%), es decir, CUATROCIENTOS SESENTA Y CINCO MIL DÓLARES ($465,000.00), ha sido pagado a Antonio y corresponde al INMUEBLE UNO (1), y el otro cincuenta por ciento (50%), es decir, CUATROCIENTOS SESENTA Y CINCO MIL DÓLARES ($465,000.00), ha sido pagado a Margarita y corresponde al INMUEBLE DOS (2). Los Vendedores acusan en este acto recibo de dicho Depósito Inicial de parte de la Compradora y a la entera satisfacción de los Vendedores. Se entiende y aclara y ratifica que el Depósito Inicial de NOVECIENTOS TREINTA MIL DÓLARES ($930,000) no es reembolsable y que los Vendedores no tendrán que devolver los NOVECIENTOS TREINTA MIL DÓLARES ($930,000.00) de dicho Depósito Inicial, el cual se acreditará al precio de compraventa de los INMUEBLES al otorgarse la Escritura de Compraventa, o será perdido por la

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Compradora si la Escritura de Compraventa no se otorga (excepto si ésta no se otorgare por negarse a ello los Vendedores sin causa justificada, según se indica más adelante en la presente escritura).----------

-----**3.5.** La Opción se concede por un término de un (1) año y vence, por tanto, al primer aniversario del otorgamiento de la presente escritura (el "Término Inicial"). Dicho término podrá prorrogarse según se describe más adelante en la presente escritura. Solo se podrá inscribir en el Registro de la Propiedad esta escritura por el término inicial de un (1) año, los demás términos extendidos, de ser obtenidos por la Compradora conforme a esta escritura, se inscribirán individualmente solo por el año adicional de cada término extendido. Nunca podrá inscribirse en el Registro de la Propiedad ningún término inicial y/o extendido por más tiempo de un (1) año cada uno.----------

-----**3.6.** Si, antes del vencimiento del Término Inicial, la Compradora solicita por escrito a los Vendedores una extensión de un (1) año al vencimiento del mismo, y paga a los Vendedores un depósito adicional de buena fe, no reembolsable, de UN MILLÓN TRESCIENTOS VEINTE MIL DÓLARES ($1,320,000.00) (el "Primer Depósito Adicional") mediante cheque de gerente de un banco de Puerto Rico, entonces el vencimiento de la Opción se extenderá por un (1) año, hasta el segundo (2do.) aniversario del otorgamiento de la presente escritura (en adelante el "Primer Término Extendido). Si el pago de UN MILLÓN TRESCIENTOS VEINTE MIL DÓLARES ($1,320,000.00) del Primer Depósito Adicional no se realizare antes del vencimiento del Término

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Inicial, la Opción del Primer Término Extendido no entrará en vigor y no será válida. De dicho Primer Depósito Adicional de UN MILLÓN TRESCIENTOS VEINTE MIL DÓLARES ($1,320,000.00), correspondería un cincuenta por ciento (50%), es decir SEISCIENTOS SESENTA MIL DÓLARES ($660,000.00), al INMUEBLE UNO (1) y a Antonio y el otro cincuenta por ciento (50%), es decir, SEISCIENTOS SESENTA MIL DÓLARES ($660,000.00), al INMUEBLE DOS (2) y a Margarita. Se entiende y aclara y ratifica que el Primer Depósito Adicional de UN MILLÓN TRESCIENTOS VEINTE MIL DÓLARES ($1,320,000), una vez entregado a los Vendedores por la Compradora, no será reembolsable y que los Vendedores no tendrán que devolver el UN MILLÓN TRESCIENTOS VEINTE MIL DÓLARES ($1,320,000.00) del Primer Depósito Inicial, el cual se acreditará al precio de compraventa de los INMUEBLES al otorgarse la Escritura de Compraventa, o será perdido por la Compradora si la Escritura de Compraventa no se otorga (excepto si ésta no se otorgare por negarse a ello los Vendedores sin causa justificada, según se indica más adelante en la presente escritura).----------

-----3.7. Si, antes del vencimiento del Primer Término Extendido, la Compradora solicita por escrito a los Vendedores una extensión de otro año adicional al vencimiento del mismo y paga a los Vendedores un depósito adicional de buena fe, no reembolsable, de UN MILLÓN CUATROCIENTOS OCHENTA Y CINCO MIL DÓLARES ($1,485,000.00) (el "Segundo Depósito Adicional") mediante cheque de gerente de un banco de Puerto Rico, entonces el

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vencimiento de la Opción se extenderá por otro año adicional, hasta el tercer (3er.) aniversario del otorgamiento de la presente escritura (en adelante el "Segundo Término Extendido"). Si el pago de UN MILLÓN CUATROCIENTOS OCHENTA Y CINCO MIL DÓLARES ($1,485,000.00) del Segundo Depósito Adicional no se realizare antes del vencimiento del Primer Término Extendido la opción del Segundo Término Extendido no entrará en vigor y no será válida. De dicho Segundo Depósito Adicional de UN MILLÓN CUATROCIENTOS OCHENTA Y CINCO MIL DÓLARES ($1,485,000.00), corresponderá un cincuenta por ciento (50%), es decir, SETECIENTOS CUARENTA Y DOS MIL QUINIENTOS DÓLARES ($742,500.00), al INMUEBLE UNO (1) y Antonio y el otro cincuenta por ciento (50%), es decir, SETECIENTOS CUARENTA Y DOS MIL QUINIENTOS DOLARES ($742,500.00), al INMUEBLE DOS (2) y Margarita. Se entiende y se aclara y ratifica que el Segundo Depósito Adicional de UN MILLÓN CUATROCIENTOS OCHENTA Y CINCO MIL DÓLARES ($1,485,000), una vez entregado a los Vendedores por la Compradora, no será reembolsable y los Vendedores no tendrán que devolver el UN MILLÓN CUATROCIENTOS OCHENTA Y CINCO MIL DÓLARES ($1,485,000.00) del Segundo Depósito Adicional, el cual se acreditará al precio de compraventa de los INMUEBLES al otorgarse la Escritura de Compraventa, o será perdido por la Compradora si la Escritura de Compraventa no se otorga (excepto si ésta no se otorgare por negarse a ello los Vendedores sin causa justificada, según se indica más adelante en la presente

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escritura).----------

-----**3.8.** El Término Inicial, unido al Primer Término Extendido, si éste se produjere y al Segundo Término Extendido, si este se produjere, será llamado el Término en adelante en la presente escritura. El Primer Término Extendido y el Segundo Término Extendido son llamados en conjunto los "Términos Extendidos" en la presente escritura.----------

-----**3.9.** Todos los depósitos de buena fe entregados por la Compradora a los Vendedores con anterioridad al otorgamiento de la Escritura de Compraventa se acreditarán al precio de compraventa de los INMUEBLES, de la Compradora decidir comprar. De la Compradora decidir no comprar los INMUEBLES por la razón que sea (por cualquier razón), la Compradora perderá todos los depósitos previamente pagados a favor de la Vendedora. De otorgarse la compraventa de los INMUEBLES, todos los depósitos de buena fe se acreditarán al precio de compraventa simultáneamente con el otorgamiento de la Escritura de Compraventa, a razón de un cincuenta por ciento (50%) aplicable al INMUEBLE UNO (1) y Antonio y un cincuenta por ciento (50%) aplicable al INMUEBLE DOS (2) y Margarita.-----

-----**3.10.** Si la Compradora no compra los INMUEBLES a tenor con los términos de esta Opción por cualquier razón (arrepentimiento, cambio de planes de negocio, información obtenida en estudios a la propiedad y/o estudios y/o investigaciones de cualquier índole, o por cualquier otra razón pensable o impensable), excepto que los Vendedores se negaran a otorgar la Escritura de Compraventa sin razón

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justificada, los Compradores perderán todos los depósito de buena fe que para entonces hubieren pagado a los Vendedores y éstos pasarán a ser propiedad de los Vendedores según lo establecido en esta Opción. Específicamente se aclara y establece que, una vez pagado a los Vendedores el depósito de buena fe de cada término (Termino Inicial, Primer Término Extendido y Segundo Término Extendido), los depósitos de buena fe serán propiedad de los Vendedores y solo tendrán que devolverlos si se negaren a firmar la Escritura de Compraventa sin razón justificada de acuerdo a lo establecido en esta Opción. Si los Vendedores se negaren a otorgar la Escritura de Compraventa sin razón justificada para ello y de acuerdo a los términos de esta Opción, los Vendedores vendrán obligados a devolver a la Compradora todos los depósitos previamente entregados por la Compradora a los Vendedores, así como a responder por los daños y perjuicios que dicha negativa le causare a la Compradora.----------

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-----**3.11.** Las contribuciones sobre la propiedad inmueble correspondientes a los INMUEBLES y cualquier contribución especial relacionada con los INMUEBLES serán por cuenta y cargo de los Vendedores hasta la víspera del otorgamiento de la Escritura de Compraventa y por cuenta y cargo de la Compradora a partir del día del otorgamiento de la Escritura de Compraventa, inclusive.----------

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-----**3.12.** Esta escritura de opción de compra y la Escritura de Compraventa se otorgarán ante un notario público seleccionado por la Compradora. Los sellos, derechos de inscripción, comprobantes y honorarios notariales del original

y la primera copia certificada de la Escritura de Compraventa y del original y de la primera copia certificada de la presente escritura de opción de compra serán por cuenta y cargo de la Compradora. Todos los gastos, honorarios, escrituras, copias certificadas, derechos, sellos, comprobantes y cualquier otro estudio o servicio que pagar y realizar para la otorgación de la presente escritura de opción y de la Escritura de Compraventa serán pagados y sufragados por la Compradora.----------

-----**3.13.** Si, para que los INMUEBLES se vendan libres de cargas y gravámenes, hubiere que otorgar alguna(s) escritura(s) de cancelación, la(s) misma(s) será(n) ante un notario seleccionado por la Compradora. Los sellos, derechos de inscripción, comprobantes y honorarios notariales del original y la primera copia certificada de la(s) escritura(s) de cancelación, si alguna, serán por cuenta y cargo de los Vendedores.----------

-----**3.14.** Durante el Término de la Opción, los Vendedores mantendrán la posesión de los INMUEBLES como al presente.----------

-----**3.15.** La presente escritura, la Escritura de Compraventa y la(s) escritura(s) de cancelación, si alguna, serán interpretadas según las leyes de Puerto Rico y gobernadas por las mismas.----------

-----**3.16.** Las partes comparecientes se someten a la jurisdicción exclusiva del Tribunal General de Justicia del Estado Libre Asociado de Puerto Rico en caso de cualquier litigio que surja en virtud de la presente escritura pública, la Opción, la compraventa de los INMUEBLES y/o cualquier

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tema relacionado a los mismos.----------

-----**3.17.** Todas las notificaciones a las partes en virtud de la presente escritura y /o acerca de las transacciones objeto de la misma se enviarán por correo certificado con acuse de recibo y franqueo pre-pagado, con copias por correo electrónico, a las siguientes respectivas direcciones de las partes:----------

------A Antonio:----------
------Antonio Juan Bartolomé Fas Alzamora----------
------PO Box 1098 y PO Box 947----------
------Cabo Rojo, PR 00623----------
------Correo electrónico: antoniofaspacheco@gmail.com y antoniofas@hotmail.com

------A Margarita:----------
------Margarita De Lourdes Fas Alzamora----------
------ PO Box 1098----------
------Cabo Rojo, Puerto Rico----------
------Correo electrónico: antoniofaspacheco@gmail.com y antoniofas@hotmail.com----------

------A la Compradora:----------
------PR INVESTCO LLC----------
-------733 Third Avenue----------
-------New York, NY 10017----------
------Atención: Eileen Sawyer----------
------Correo electrónico: roberto.ruiz@ccgc.com.do----------

------Al Corredor:----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920----------
------Atención: José Enrique Pérez Cruz----------
------Correo electrónico: passportre@gmail.com----------

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-----**3.18.** Los Vendedores representan que, según su más leal saber y entender, los INMUEBLES no han sido usados como vertedero, basurero o depósito de sustancias tóxicas , peligrosas o contaminantes y en los mismos no existen sustancias tóxicas, peligrosas, contaminadas o contaminantes.----------

-----**3.19.** Las partes comparecientes reconocen que el Corredor, es decir, el señor José Enrique Pérez Cruz, ha

actuado como corredor de bienes raíces de la parte compradora en la transacción objeto de la presente escritura y que recibirá por sus servicios una comisión de corretaje equivalente al cinco por ciento (5%) del precio de compraventa de los INMUEBLES, simultáneamente con el otorgamiento de la Escritura de Compraventa, así como que dicha comisión será pagada por la Compradora en su totalidad. El Corredor representa que está autorizado por ley para fungir como corredor en la transacción y que tiene licencia válida de Puerto Rico para ello, con el número diez mil cuatrocientos setenta y ocho (10,478). El Corredor reconoce que no tendrá derecho a comisión o compensación alguna si no se efectúa la compraventa de los INMUEBLES en virtud de la presente Opción. Los Vendedores no tienen ninguna relación contractual y/o obligación de pago alguno con el señor José Enrique Pérez Cruz. ----------

-----3.20. En caso de que alguna parte o sección de esta escritura fuere declarado nulo o inválido en virtud de cualquier orden, resolución, sentencia o instrumento similar final y firme de alguna corte o tribunal con jurisdicción y competencia, entonces el resto del presente documento permanecerá en pleno vigor y efecto.----------

-----3.21. Durante el Término de esta Opción y mientras esta Opción esté vigente, la Compradora no está autorizada a hacer construcción, mejora o modificación alguna a los INMUEBLES. Sin embargo, durante el Término, y previa notificación, la Compradora y sus empleados, agentes, contratistas y/o mandatarios quedan autorizados para entrar a los INMUEBLES para hacer estudios, investigaciones y

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evaluaciones tales como, por ejemplo, mensuras, deslindes, topografías, pruebas de subsuelo, estudios de flora y fauna, estudios hidrológicos e hidráulicos y tasaciones, entre otros, durante horas laborables, en días laborables. Toda persona que entre a los INMUEBLES en virtud de esta autorización será responsable de los daños que allí sufriere o causare. Todo empleado que entre a los INMUEBLES en virtud de la presente autorización debe estar asegurado mediante una póliza en vigor del Fondo del Seguro del Estado y, si aplicare del Seguro Choferil. El pago de las primas de dichas pólizas será por cuenta y cargo de la Compradora. Además, la Compradora adquirirá, a su costo, una póliza de responsabilidad pública que cubra daños personales o a la propiedad causados o sufridos en los INMUEBLES, por un importe mínimo de cubierta de UN MILLÓN DE DÓLARES ($1,000,000) por ocurrencia. En dicha póliza, cuyas primas serán por cuenta y cargo de la Compradora, aparecerán la Compradora y los Vendedores como co-asegurados. Si los INMUEBLES no fueren comprados por la Compradora en virtud de la Opción, entonces, al vencimiento del Término, todos los estudios, evaluaciones, planos, especificaciones e informes acerca de los INMUEBLES preparados durante el Término pasarán a ser propiedad de los Vendedores, sin costo alguno para los Vendedores. Si la Compradora incumpliere con esta cláusula y/o con cualquiera otra cláusula de esta escritura, le responderá en daños y perjuicios a los Vendedores y los Vendedores a su discreción podrán dar por terminado los acuerdos pactados en esta Opción y la Compradora perderá todos los depósitos que

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hubiere para entonces entregado a los Vendedores, además de tener que salir inmediatamente de los INMUEBLES.----------**3.22.** Las partes comparecientes reconocen y acuerdan que, durante el Término, la Compradora no podrá solicitar permisos, aprobaciones, endosos para proyecto(s) y/o ante proyectos, consultas de ubicación, consultas en general, créditos contributivos, ni nada similar relacionado a posibles desarrollos sobre la propiedad al Gobierno de Puerto Rico, ni sus Agencias y/o dependencias, ni a los Municipios, ni al Gobierno Federal, ni sus Agencias y/o Dependencias sobre los INMUEBLES objeto de esta opción. No se podrá solicitar ni radicar ningún tipo de documento relacionado a lo anteriormente prohibido. Solamente, se podrá solicitar algo de lo no autorizado en este inciso con el previo consentimiento por escrito de los Vendedores y ninguna de dichas solicitudes o procesos ante los gobiernos municipales, estatales y federales podrá hacerse sin dicho previo consentimiento por escrito de los Vendedores. Si, en o antes del vencimiento del Término, la Compradora no comprare los INMUEBLES, todos los permisos, aprobaciones y endosos que para entonces hubieren conseguido la Compradora para los INMUEBLES, previo el consentimiento de los vendedores, si alguno, pasarán a ser propiedad de los Vendedores, sin costo alguno para los Vendedores.---------- Los Vendedores no estarán obligados a aprobar las solicitudes que realice la Compradora para autorizar todo lo prohibido en este inciso, ni tampoco los Vendedores incumplirán esta escritura de opción a compra por denegar la petición de la Compradora. La autorización escrita requerida

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de los Vendedores está a su discreción y a su mera liberalidad.----------

-----3.23. Si la Compradora no comprare los INMUEBLES en virtud de la Opción, la Compradora será responsable, a su costo, de que el Registro de la Propiedad libere a los INMUEBLES del gravamen de la presente Opción.----------

---CUARTO: Las partes comparecientes solicitan respetuosamente al Honorable Registrador de la Propiedad de San Germán, Puerto Rico, que inscriba la presente escritura en los libros a su digno cargo por el término de un (1) año a partir de la firma de la misma. Si se ejerciere(n) alguno(s) de los dos (2) posibles términos extendidos, se inscribirá la presente escritura en el Registro de la Propiedad solamente durante el año que correspondiere al periodo del término extendido.----------

----------ACEPTACION Y ADVERTENCIAS----------

---Tal es la escritura que aceptan las partes comparecientes, ratificándola en todas sus partes por hallarla conforme a sus instrucciones y deseos, procediendo yo, la Notaria, a hacerles las advertencias y reservas pertinentes en ley, en particular las siguientes:----------

-----(a) De la posibilidad de que otros documentos que afecten los derechos aquí creados hayan sido presentados para su inscripción con anterioridad al otorgamiento y/o presentación de la copia certificada de esta escritura en el Registro de la Propiedad de Puerto Rico y de la preferencia y/o prioridad que dicho título, gravamen interventor y/o derecho pueda tener sobre la inscripción de esta escritura.----

-----(b) Los estudios de título utilizados para preparar esta

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escritura fueron preparados por Capital Title Serivces, Inc., una entidad a tales menesteres, no por la Notaria Pública suscribiente; y las partes comparecientes reconocen que la Notaria autorizante les ha explicado el alcance y significado de lo que éstos expresan y manifiestan que, a su mejor conocimiento, dichos estudios reflejan la realidad sobre la titularidad y cargas de los INMUEBLES, a la fecha de dichos estudios. El estudio de título del INMUEBLE UNO (1) tiene fecha de treinta y uno (31) de agosto de dos mil veintidós (2022). El estudio de título del INMUEBLE DOS (2) tiene fecha de ocho (8) de septiembre de dos mil veintidós (2022).----

-----(c) Los estudios de título no son un seguro de título y reflejan sólo la realidad registral de los INMUEBLES a la fecha de los estudios; y por más reciente que sean, no cierran el Registro de la Propiedad ni excluyen la posibilidad de que otros documentos que afecten los derechos aquí creados hayan sido presentados para su inscripción antes del otorgamiento y/o presentación de la copia certificada de esta escritura y la preferencia y/o prioridad que dicho título gravamen interventor y/o derecho pueda tener sobre la inscripción de esta escritura.----------

-----(d) De la posibilidad de que existan gravámenes estatutarios adicionales no registrados y contribuciones sobre la propiedad que graven los INMUEBLES, ante lo cual las partes comparecientes reiteran haber obtenido y examinado las correspondientes certificaciones sobre el INMUEBLE UNO (1) y sobre el INMUEBLE DOS (2), expedidas por el Centro de Recaudación de Ingresos Municipales ("CRIM"); y reiteran además haber obtenido y examinado certificaciones

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sobre los INMUEBLES expedidas por el Departamento de Hacienda, de las cuales se desprende el estado contributivo de los INMUEBLES relacionado a la contribución especial sobre la propiedad inmueble a la fecha del otorgamiento de la presente escritura.----------

---Así lo dicen y otorgan ante mí las partes comparecientes, habiendo renunciado al derecho de requerir la presencia de testigos, del que les advertí.----------

---LEÍDA la presente escritura por las partes comparecientes, en uso del derecho que les advertí tenían, la encuentran de su conformidad, se ratifican en su contenido y firman al final de la misma, procediendo a estampar, además, sus iniciales al margen de todos los folios de este original.----------

---De todo lo cual Yo, la Notaria autorizante, DOY FE.----------

A.J.B.F.A.

M.L.F.A.

6.D.F.R.

Antonio J. Fas Alzamora

Margarita de Lourdes Fas Alzamora

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JORGE ANTONIO MORALES CORDERO

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787-723-1233; 787-729-1974
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CERTIFIED COPY OF DEED NUMBER EIGHTEEN (18)

PURCHASE AND SALE

EXECUTED IN SAN JUAN, PUERTO RICO
ON MAY 10, 2024

BEFORE:

JORGE ANTONIO MORALES CORDERO

BY:

FIDEICOMISO I.V.G.

("SELLER")

AND

CABO ROJO LAND ACQUISITION LLC

("BUYER")

----------**DEED NUMBER EIGHTEEN (18)** ----------

----------**PURCHASE AND SALE** ----------

---In San Juan, Puerto Rico, on this (10th) day of May, two thousand twenty-four (2024) ----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with offices and residence in San Juan, Puerto Rico,----------

----------**APPEAR** ----------

---AS THE PARTY OF THE FIRST PART: **FIDEICOMISO I.V.G.**, a trust organized and existing under the laws of the Commonwealth of Puerto Rico, constituted pursuant to Deed Number Thirty-Four (34), executed in Mayagüez, Puerto Rico, on August eighteen (18), two thousand nine (2009), before Notary Luis Roberto Santos (hereinafter, "Seller"), represented herein by its trustee, PEMARIS GONZÁLEZ SUÁREZ, of legal age, single, property owner and resident of Cabo Rojo, Puerto Rico (hereinafter, the "Trustee"); ----------

--- I, the Notary, hereby CERTIFY that I have reviewed a certified copy of the Deed of Trust and that, in my opinion, it grants the Trustee sufficient legal power and authority to execute this Deed on behalf of Seller. ----------

---AS THE PARTY OF THE SECOND PART: **ILLIANEDMARIS VEGA GONZÁLEZ,** of legal age, single, property owner and resident of Barceloneta, Puerto Rico, who appears herein as the sole beneficiary of IVG Trust (hereinafter, the "Beneficiary"), in order to ratify the sale and financing transaction contemplated in the present deed and state her unreserved consent thereto, if any such consent is deemed necessary. -----

---AS THE PARTY OF THE THIRD PART: **CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "Buyer"), a limited liability company organized, existing and in good standing under the laws

of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, GLADYS OMAYRA FONTÁNEZ REYES, who is of legal age, single, attorney at law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this Deed arises from a Certificate of Resolution of Buyer signed by Eileen Sawyer, as Manager of Buyer, on May two (2), two thousand twenty-four (2024), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engines of the Department of State and the Office of Information Technology Services of the State of New York. I further certify that I have examined the aforesaid Certificate of Resolution of Buyer and that it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law, to authorize Ms. Fontánez Reyes to appear herein on behalf of Buyer. ---I, the Notary, do hereby CERTIFY that I personally know the appearing parties, and I further certify, from their statements, as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily----------

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----------**STATE AND AGREE**----------

---**FIRST:** Seller is the owner in fee simple title ("*pleno dominio*"), and has the possession of the parcels of land described in the Spanish language as follows (hereinafter jointly referred to as, the "Property"): ----------

----------**PARCEL ONE**----------

---*"RÚSTICA: Parcela marcada con el número treinta y cinco (35) del Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de diecinueve mil seiscientos cincuenta y nueve punto veinticinco metro cuadrados (19,659.25 m.c.), equivalentes a cinco punto cero cero diecinueve (5.0019) cuerdas. En lindes, por el NORTE, con su camino de acceso de once (11.00) metros de ancho el cual lo separa de la parcela doce (12) de Monte Carlo Development Corporation y de la parcela cuarenta y siete (47) de Ricardo E. Carlo Díaz; por el SUR, con Carmen Cecilia Fas; por el ESTE, con la parcela número cincuenta y dos (52) de Monte Carlo Development Corporation; y por el OESTE, con la parcela número treinta y seis (36) de Carlos J. Meléndez, antes Monte Carlo Development Corporation."* ----------

---Parcel One is recorded at page 271 of volume 509 of Cabo Rojo, Section of San Germán of the Registry of Property of Puerto Rico (the "Registry"), Property Number 18,787. ----------

---The tax identification number ("*número de catastro*") assigned to Parcel One by the Municipal Revenues Collection Center ("CRIM") is 402-029-327-57-000. ----------

---Parcel One was acquired by Seller pursuant to Deed Number Thirty-Four (34), executed in Mayagüez, Puerto Rico, on August eighteen (18), two thousand nine (2009) before Notary Luis Roberto Santos Montalvo (hereinafter, the "Deed of Trust"), filed and pending recordation at the Registry under entry 2022-151613-SG01. ----------

----------LIENS AND ENCUMBRANCES OF PARCEL ONE ----------

---By its origin, Parcel One is free of liens and encumbrances. ----------

---By itself, Parcel One is subject to: ----------

----(A) Restrictive Conditions constituted pursuant to Deed Number One Hundred Thirty-Three (133), executed in Mayagüez, Puerto Rico, on November twenty (20) two thousand three (2003), before Notary Luis Roberto Santos, recorded at page 136 of volume 841 of Cabo Rojo, third (3rd) inscription (hereinafter, the "Permitted Encumbrance"). ----------

----(B) Mortgage to guarantee a promissory note payable to the order of the bearer, in the principal sum of One Million Five Hundred Seventy-One Thousand Four Hundred Twenty-Eight Dollars and fifty-four cents ($1,571,428.54), of which One Hundred Forty-Two Thousand Eight Hundred Fifty-Seven Dollars and fourteen cents ($142,857.14) are allocated to Parcel One, with no interest, payable on demand, constituted under Deed Number Fifty-Nine (59) executed in Mayagüez, Puerto Rico, on April six (6) two thousand four (2004), before Notary Luis Roberto Santos, recorded at page 136 of volume 841 of Cabo Rojo, fifth (5th) inscription. ----------

---The foregoing mortgage has been cancelled as to Parcel One, pursuant

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to Deed Number Twenty-Two (22), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol Thompson on May ten (10), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ----------

----(C) Mortgage to guarantee a promissory note payable to Pemaris González Suárez and Fernando Alberto Diez Antongiorgi, or their order, in the principal sum of One Million Eight Hundred Thousand Dollars ($1,800,000), of which One Hundred Thousand Dollars ($100,000) are allocated to Parcel One, with no interest and maturing in five (5) years from the date of issuance thereof, constituted under Deed Number Thirty-Five (35), executed in Mayagüez, Puerto Rico, on August eighteen (18) two thousand nine (2009), before Notary Luis Roberto Santos, filed and pending recordation at the Registry under entry 2022-151623-SG01. ------

---The foregoing mortgage lien has been cancelled as to Parcel One, pursuant to Deed Number Twenty-One (21), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol-Thompson on April twenty-three (23), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ------

----------**PARCEL TWO**----------

---*"RÚSTICA: Parcela número cuarenta y cinco (45), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida de cinco cuerdas (5.0000 cdas.) equivalentes a una (1) hectárea, noventa y seis (96) áreas, y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número cuarenta y cuatro (44) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela; por el SUR, con la parcela número cuarenta y seis (46) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela; por el ESTE, con la parcela número ciento diez (110) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela; y por el OESTE, con la parcela número ocho (8) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela."* ----------

---Parcel Two is recorded at the Registry at page 7 of volume 510 of Cabo Rojo, Property Number 18,793. ----------

---The tax identification number ("*número de catastro*") assigned to Parcel Two by the Municipal Revenues Collection Center ("CRIM") is

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402-009-327-86-000. ----------

---Parcel Two was acquired by Seller pursuant to the Deed of Trust.-------

----------LIENS AND ENCUMBRANCES OF PARCEL TWO ----------

---By its origin, Parcel Two is free of liens and encumbrances. ----------

---By itself, Parcel Two is subject to: ----------

----(A) The Permitted Encumbrance, constituted as stated above, recorded as to Parcel Two, at page 175 of volume 841 of Cabo Rojo, third (3rd) inscription. ----------

----(B) Mortgage to guarantee a promissory note payable to the order of the bearer, in the principal sum of One Million Five Hundred Seventy-One Thousand Four Hundred Twenty-Eight Dollars and fifty-four cents ($1,571,428.54), of which One Hundred Forty-Two Thousand Eight Hundred Fifty-Seven Dollars and fourteen cents ($142,857.14) are allocated to Parcel Two, with no interest, payable on demand, constituted under Deed Number Fifty-Nine (59) executed in Mayagüez, Puerto Rico, on April six (6) two thousand four (2004), before Notary Luis Roberto Santos, recorded at page 175 of volume 841 of Cabo Rojo, fifth (5th) inscription. ----------

---The foregoing mortgage has been cancelled as to Parcel Two, pursuant to Deed Number Twenty-Two (22), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol Thompson on May ten (10), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ----------

----(C) Mortgage to guarantee a promissory note payable to Pemaris González Suárez and Fernando Alberto Diez Antongiorgi, or their order, in the principal sum of One Million Eight Hundred Thousand Dollars ($1,800,000), of which Two Hundred Thousand Dollars ($200,000) are allocated to Parcel Two, with no interest and maturing in five (5) years from the date of issuance thereof, constituted under Deed Number Thirty-Five (35), executed in Mayagüez, Puerto Rico, on August eighteen (18)

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two thousand nine (2009), before Notary Luis Roberto Santos, filed and pending recordation at the Registry under entry 2022-151623-SG01.------

---The foregoing mortgage lien has been cancelled as to Parcel Two, pursuant to Deed Number Twenty-One (21), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol-Thompson on April twenty-three (23), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ------

----------**PARCEL THREE**----------

---*"RÚSTICA: Parcela número cuarenta y seis (46) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas y en lindes, por el NORTE, con la parcela número cuarenta y cinco (45) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela; por el SUR, con la parcela número cuarenta y siete (47) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela; por el ESTE, con la parcela número ciento once (111) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela; y por el OESTE, con la parcela número ocho (8) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela."*----------

---Parcel Three is recorded at the Registry at page 13 of volume 510 of Cabo Rojo, Property Number 18,794. ----------

---The tax identification number ("*número de catastro*") assigned to Parcel Three by the Municipal Revenues Collection Center ("CRIM") is 402-019-327-89-000.----------

---Parcel Three was acquired by Seller pursuant to the Deed of Trust. -----

----------LIENS AND ENCUMBRANCES OF PARCEL THREE---------

---By its origin, Parcel Three is free of liens and encumbrances.----------

---By itself, Parcel Three is subject to: ----------

----(A) The Permitted Encumbrance, constituted as stated above, recorded as to Parcel Three, at page 178 of volume 841 of Cabo Rojo, third (3rd) inscription. ----------

----(B) Mortgage to guarantee a promissory note payable to the order of the bearer, in the principal sum of One Million Five Hundred Seventy-One Thousand Four Hundred Twenty-Eight Dollars and fifty-four cents

($1,571,428.54), of which One Hundred Forty-Two Thousand Eight Hundred Fifty-Seven Dollars and fourteen cents ($142,857.14) are allocated to Parcel Three, with no interest, payable on demand, constituted under Deed Number Fifty-Nine (59) executed in Mayagüez, Puerto Rico, on April six (6) two thousand four (2004), before Notary Luis Roberto Santos, recorded at page 178 of volume 841 of Cabo Rojo, fifth (5th) inscription. ----------

---The foregoing mortgage has been cancelled as to Parcel Three, pursuant to Deed Number Twenty-Two (22), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol Thompson on May ten (10), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ----------

----(C) Mortgage to guarantee a promissory note payable to Pemaris González Suárez and Fernando Alberto Diez Antongiorgi, or their order, in the principal sum of One Million Eight Hundred Thousand Dollars ($1,800,000), of which Two Hundred Thousand Dollars ($200,000) are allocated to Parcel Three, with no interest and maturing in five (5) years from the date of issuance thereof, constituted under Deed Number Thirty-Five (35), executed in Mayagüez, Puerto Rico, on August eighteen (18) two thousand nine (2009), before Notary Luis Roberto Santos, filed and pending recordation at the Registry under entry 2022-151623-SG01.------

---The foregoing mortgage lien has been released as to Parcel Three, pursuant to Deed Number Twenty-One (21), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol-Thompson on April twenty-three (23), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ------

----------**PARCEL FOUR**----------

---*"RÚSTICA: Parcela número ciento cuatro (104), radicada en el Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida de cinco cuerdas (5.0000 cdas.) equivalentes a una (1) hectárea, noventa y seis (96) áreas, y sesenta (60) centiáreas. En lindes, por el NORTE, con las parcelas número ciento doce (112) y ciento trece (113) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco*

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(5.00) metros pertenecen a esta parcela; por el SUR, con la parcela número ciento nueve (109) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela; por el ESTE, con la sucesión Morales Díaz; y por el OESTE, con la parcela número cuarenta y tres (43) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela."----------

---Parcel Four is recorded at page 277 of volume 510 of Cabo Rojo, Section of San Germán of the Registry of Property of Puerto Rico (the "Registry"), Property Number 18,838. ----------

---The tax identification number ("*número de catastro*") assigned to Parcel Four by the Municipal Revenues Collection Center ("CRIM") is 402-009-327-82-000.----------

---Parcel Four was acquired by Seller pursuant to the Deed of Trust. ------

----------LIENS AND ENCUMBRANCES OF PARCEL FOUR ----------

---By its origin, Parcel Four is free of liens and encumbrances. ----------

---By itself, Parcel Four is subject to:----------

----(A) The Permitted Encumbrance, constituted as stated above, recorded as to Parcel Four, at page 124 of volume 843 of Cabo Rojo, third (3rd) inscription. ----------

----(B) Mortgage to guarantee a promissory note payable to the order of the bearer, in the principal sum of One Million Five Hundred Seventy-One Thousand Four Hundred Twenty-Eight Dollars and fifty-four cents ($1,571,428.54), of which One Hundred Forty-Two Thousand Eight Hundred Fifty-Seven Dollars and fourteen cents ($142,857.14) are allocated to Parcel Four, with no interest, payable on demand, constituted under Deed Number Fifty-Nine (59) executed in Mayagüez, Puerto Rico, on April six (6) two thousand four (2004), before Notary Luis Roberto Santos, recorded at page 124 of volume 843 of Cabo Rojo, fifth (5th) inscription. ----------

---The foregoing mortgage has been cancelled as to Parcel Four, pursuant to Deed Number Twenty-Two (22), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol Thompson on May ten

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(10), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ----------

----(C) Mortgage to guarantee a promissory note payable to Pemaris González Suárez and Fernando Alberto Diez Antongiorgi, or their order, in the principal sum of One Million Eight Hundred Thousand Dollars ($1,800,000), of which Two Hundred Thousand Dollars ($200,000) are allocated to Parcel Four, with no interest and maturing in five (5) years from the date of issuance thereof, constituted under Deed Number Thirty-Five (35), executed in Mayagüez, Puerto Rico, on August eighteen (18) two thousand nine (2009), before Notary Luis Roberto Santos, filed and pending recordation at the Registry under entry 2022-151623-SG01. ------

---The foregoing mortgage lien has been cancelled as to Parcel Four, pursuant to Deed Number Twenty-One (21), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol-Thompson on April twenty-three (23), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ------

----------**PARCEL FIVE** ----------

---*"RÚSTICA: Parcela número ciento diez (110), radicada en el Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida de cinco cuerdas (5.0000 cdas.) equivalentes a una (1) hectárea, noventa y seis (96) áreas, y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número ciento nueve (109) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela; por el SUR, con la parcela número ciento once (111) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela; por el ESTE, con la sucesión Morales Díaz; y por el OESTE, con la parcela número cuarenta y cinco (45) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela."* ----------

---Parcel Five is recorded at the Registry at page 13 of volume 511 of Cabo Rojo, Property Number 18,844. ----------

---The tax identification number ("*número de catastro*") assigned to Parcel Five by the Municipal Revenues Collection Center ("CRIM") is 402-009-327-87-000. ----------

---Parcel Five was acquired by Seller pursuant to the Deed of Trust. -------

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----------LIENS AND ENCUMBRANCES OF PARCEL FIVE----------

---By its origin, Parcel Five is free of liens and encumbrances. ----------

---By itself, Parcel Five is subject to: ----------

----(A) The Permitted Encumbrance, constituted as stated above, recorded as to Parcel Five, at page 139 of volume 843 of Cabo Rojo, third (3rd) inscription. ----------

----(B) Mortgage to guarantee a promissory note payable to the order of the bearer, in the principal sum of One Million Five Hundred Seventy-One Thousand Four Hundred Twenty-Eight Dollars and fifty-four cents ($1,571,428.54), of which One Hundred Forty-Two Thousand Eight Hundred Fifty-Seven Dollars and fourteen cents ($142,857.14) are allocated to Parcel Five, with no interest, payable on demand, constituted under Deed Number Fifty-Nine (59) executed in Mayagüez, Puerto Rico, on April six (6) two thousand four (2004), before Notary Luis Roberto Santos, recorded at page 139 of volume 843 of Cabo Rojo, fifth (5th) inscription. ----------

---The foregoing mortgage has been cancelled as to Parcel Five, pursuant to Deed Number Twenty-Two (22), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol Thompson on May ten (10), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ----------

----(C) Mortgage to guarantee a promissory note payable to Pemaris González Suárez and Fernando Alberto Diez Antongiorgi, or their order, in the principal sum of One Million Eight Hundred Thousand Dollars ($1,800,000), of which Two Hundred Thousand Dollars ($200,000) are allocated to Parcel Five, with no interest and maturing in five (5) years from the date of issuance thereof, constituted under Deed Number Thirty-Five (35), executed in Mayagüez, Puerto Rico, on August eighteen (18) two thousand nine (2009), before Notary Luis Roberto Santos, filed and pending recordation at the Registry under entry 2022-151623-SG01.------

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---The foregoing mortgage lien has been cancelled as to Parcel Five, pursuant to Deed Number Twenty-One (21), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol-Thompson on April twenty-three (23), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ------

----------**PARCEL SIX** ----------

---*"RÚSTICA: Parcela número ciento once (111), radicada en el Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida de cinco cuerdas (5.0000 cdas.) equivalentes a una (1) hectárea, noventa y seis (96) áreas, y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número ciento diez (110) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela; por el SUR, con la parcela número cincuenta y ocho (58) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela; por el ESTE, con la sucesión Morales Díaz; y por el OESTE, con la parcela número cuarenta y seis (46) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela."* -----

---Parcel Six is recorded at the Registry at page 19 of volume 511 of Cabo Rojo, Property Number 18,845. ----------

---The tax identification number ("*número de catastro*") assigned to Parcel Six by the Municipal Revenues Collection Center ("CRIM") is 402-019-327-88-000.----------

---Parcel Six was acquired by Seller pursuant to the Deed of Trust. --------

----------LIENS AND ENCUMBRANCES OF PARCEL SIX ----------

---By its origin, Parcel Six is free of liens and encumbrances.----------

---By itself, Parcel Six is subject to: ----------

----(A) Mortgage to guarantee a promissory note payable to the order of the bearer, in the principal sum of One Million Five Hundred Seventy-One Thousand Four Hundred Twenty-Eight Dollars and fifty-four cents ($1,571,428.54), of which One Hundred Forty-Two Thousand Eight Hundred Fifty-Seven Dollars and fourteen cents ($142,857.14) are allocated to Parcel Six, with no interest, payable on demand, constituted under Deed Number Fifty-Nine (59) executed in Mayagüez, Puerto Rico, on April six (6) two thousand four (2004), before Notary Luis Roberto Santos, recorded at page 1 of volume 857 of Cabo Rojo, fourth (4th)

inscription. ----------

---The foregoing mortgage has been cancelled as to Parcel Six, pursuant to Deed Number Twenty-Two (22), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol Thompson on May ten (10), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ----------

----(B) Mortgage to guarantee a promissory note payable to Pemaris González Suárez and Fernando Alberto Diez Antongiorgi, or their order, in the principal sum of One Million Eight Hundred Thousand Dollars ($1,800,000), of which Two Hundred Thousand Dollars ($200,000) are allocated to Parcel Six, with no interest and maturing in five (5) years from the date of issuance thereof, constituted under Deed Number Thirty-Five (35), executed in Mayagüez, Puerto Rico, on August eighteen (18) two thousand nine (2009), before Notary Luis Roberto Santos, filed and pending recordation at the Registry under entry 2022-151623-SG01. ------

---The foregoing mortgage lien has been cancelled as to Parcel Six, pursuant to Deed Number Twenty-One (21), of Partial Cancellation of Mortgage, executed before Notary María del Rosario Pujol-Thompson on April twenty-three (23), two thousand twenty-four (2024), which will be filed at the Registry concurrently with the presentation of this Deed. ------

---**SECOND:** Pursuant to an instrument titled *Contrato de Promesa Recíproca de Compraventa* executed in San Juan, Puerto Rico (the "Purchase Agreement") on October two (2), two thousand twenty-three (2023), Seller granted to Buyer an option to purchase the Property. -------

----------**PURCHASE AND SALE**----------

---**THIRD:** As contemplated in the Purchase Agreement, Seller hereby sells, conveys and transfers fee simple title ("*pleno dominio*") to the Property and the possession thereof to Buyer, and Buyer hereby purchases from Seller fee simple title to the Property and the possession thereof, in accordance with the following ----------

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----------**TERMS AND CONDITIONS** ----------

-----One: The aggregate purchase price of the Property is the lump sum of FOUR MILLION EIGHT HUNDRED THOUSAND DOLLARS ($4,800,000) (hereinafter, the "Purchase Price"), of which (i) EIGHT HUNDRED THOUSAND DOLLARS ($800,000) is allocated to Parcel One; (ii) EIGHT HUNDRED THOUSAND DOLLARS ($800,000) is allocated to Parcel Two; (iii) EIGHT HUNDRED THOUSAND DOLLARS ($800,000) is allocated to Parcel Three; (iv) EIGHT HUNDRED THOUSAND DOLLARS ($800,000) is allocated to Parcel Four; (v) EIGHT HUNDRED THOUSAND DOLLARS ($800,000) is allocated to Parcel Five; and (vi) EIGHT HUNDRED THOUSAND DOLLARS ($800,000) is allocated to Parcel Six. ----------

-----Two: The Purchase Price is payable as follows:----------

------(A) The sum of TWO HUNDRED FORTY THOUSAND DOLLARS ($240,000) was paid by Buyer to Seller concurrently with the execution of the Purchase Agreement, which amount has been credited in its entirety to the Purchase Price on this date. ----------

------(B) Concurrently with the execution of this Deed, Buyer has delivered to Seller the sum of TWO MILLION ONE HUNDRED NINETY THOUSAND DOLLARS ($2,190,000), which is being credited in its entirety to the Purchase Price on this date. Said sum has been paid by Buyer to Seller by wire transfer or manager's check to the order of Seller and Seller hereby acknowledges receipt thereof in form and substance acceptable to Buyer. ----------

---After crediting the aforementioned sum to the Purchase Price, the balance of the Purchase Price is reduced to the sum of TWO MILLION THREE HUNDRED SEVENTY THOUSAND DOLLARS ($2,370,000) (hereinafter, the "Deferred Purchase Price"). ----------

------(C) The Deferred Purchase Price shall be evidenced by a mortgage note (hereinafter the "Mortgage Note") issued on this same date by Buyer

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in the principal sum of TWO MILLION THREE HUNDRED SEVENTY THOUSAND DOLLARS ($2,370,000), with interest per annum at the rate of five percent (5%), to be paid on a semi-annual basis, payable in two (2) installments of ONE MILLION ONE HUNDRED EIGHTY-FIVE THOUSAND DOLLARS ($1,185,000) each, the first maturing six (6) months after the execution of this Deed, and the second maturing one (1) year after the execution hereof. Said installments may be partially or totally paid in advance, at any time, without penalty, provided all partial payments in advance are applied first, to the interest then owed up to the date of the advanced payment, and the balance of the advanced payment after said interest, will be applied to the principal installment(s), in order of maturity.----------

---The Mortgage Note will be guaranteed by a first mortgage over the Property, in the principal sum of TWO MILLION THREE HUNDRED SEVENTY THOUSAND DOLLARS ($2,370,000), which will be constituted concurrently with the execution hereof. ----------

-----Three: This Deed entitles Buyer to the immediate possession of the Property, without any additional formality, document or request.----------

-----Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of Seller and, thereafter, for the account of Buyer. ----------

-----Five: Seller hereby delivers to Buyer fee simple title ("*pleno dominio*") to the Property, vacant and free and clear of liens, encumbrances or defects, subject only to the Permitted Encumbrance. ----

-----Six: Buyer specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) Seller hereby sells and Buyer hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, vacant and free of liens and encumbrances, excepting the Permitted Encumbrance, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or

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written, expressed or implied, statutory of otherwise, from Seller, the Trustee, or any of Seller's agents, employees, representatives, attorneys or brokers as to any matter concerning the physical condition of the Property, its adequacy for development or for any other particular purpose, and the prospect of obtaining construction, use or any other permits, approvals or endorsements. This Section shall survive the execution of this Deed.----------

-----Seven: Seller represents and warrants to Buyer that, to the best of Seller's knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances. ----------

-----Eight: The notarial fees, stamps on the original, stamps on the first certified copy and recording rights of this Deed in the Registry will be paid by Buyer. ----------

---**FOURTH**: This Deed will be interpreted in accordance with the laws of Puerto Rico and governed by them. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of the Commonwealth of Puerto Rico in the event of any litigation pursuant to this Deed. ----------

---**FIFTH**: All notices to the parties pursuant to this Deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following addresses: ----------

----TO SELLER: ----------

------Fideicomiso I.V.G. LLC ----------
------1 Calle Guajanas ----------
------Urbanización Villa Georgetti ----------
------Barceloneta, PR 00617 ----------
------Attention: Pemaris González-Suárez; Illianedmarís Vega----------
------Electronic Mail: pgonzalez57@hotmail.com; ----------
------illianedmaris.vega@upr.edu ----------

----TO THE BENEFICIARY: ----------

------Illianedmarís Vega-González
------1 Calle Guajanas ----------

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------Urbanización Villa Georgetti ----------
------Barceloneta, PR 00617 ----------
------Electronic Mail: illianedmaris.vega@upr.edu ----------

----TO BUYER:

------Cabo Rojo Land Acquisition LLC ----------
------Edificio Ochoa ----------
------500 Calle de la Tanca, Suite 514 ----------
------San Juan, PR 00901----------
------Attention: Eileen Sawyer ----------

----With a copy to: ----------

------250 Avenida Muñoz Rivera, Suite 440 ----------
------San Juan, PR 00918----------
------Attention: Roberto Ruiz ----------
------Electronic Mail: roberto.ruiz@ccgc.com.do ----------

---**SIXTH**: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

---**SEVENTH**: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the rest of this Deed will continue in full force and effect. -

---**EIGHTH**: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver whichever documents or instruments, public or private, necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any rectification deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of Buyer, except that each party shall bear the fees of their respective counsel. ------

---**NINTH**: The Notary advises Buyer as to the importance of filing the corresponding Change of Ownership Application at the CRIM, and to obtain before the execution of this Deed, a certification indicating whether the Property owes any sums related to property taxes. Under applicable law, Buyer is responsible for filing at the CRIM the corresponding application for Change of Ownership within thirty (30) days from the

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execution hereof. Buyer hereby declares that it is fully aware of the above-mentioned obligations and releases the authorizing Notary from this responsibility.----------

----------**RATIFICATION AND WARNINGS**----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ---------

-----(A) the meaning and legal effects of the execution of this Deed;-------

-----(B) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstract was prepared by Capital Title Services Inc. and is dated April seventeen (17), two thousand twenty-four (2024);----------

-----(C) that after the date of such title abstract and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry as of the date of the title abstract; ----------

-----(D) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification;----------

-----(E) of the right of the Buyer to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights; ----------

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-----(F) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.; ----------

-----(G) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property;----------

-----(H) of the importance of recording a copy of this deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this deed is not recorded at the Registry; ----------

-----(I) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property; ----------

-----(J) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations; ----------

-----(K) that the undersigned Notary has the obligation to file an Informative Return before the Puerto Rico Treasury Department ("Planilla Informativa Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles") and the consequences to the Seller of such filing;-----

-----(L) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 et seq., is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Sellers, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead

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paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by Seller and his agent, if any, for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed; and----------

-----(M) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by affixing their initials on each page they attest as to their reading, understanding and acceptance of its contents. ----------

----------**READING, ACCEPTANCE AND EXECUTION** ---------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their initials on each page thereof. ----------

---As to everything stated or contained in this instrument, I the Notary, hereby **ATTEST**. ----------

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---Signed, sealed, marked and flourished by the authorizing Notary, Jorge Antonio Morales Cordero.----------

---Therein also appear the signature of the appearing parties and their initials on the margin of each page. The corresponding internal revenue stamps, legal assistant stamps and the notarial tax stamp are adhered thereon. ----------

---I, the Notary, CERTIFY that the foregoing is a true and exact copy of Deed Number Eighteen (18), which contains nineteen (19) pages (*folios*), the original of which forms part of my protocol of public instruments for the year two thousand twenty-four (2024).----------

---IN WITNESS WHEREOF, and to deliver to Cabo Rojo Land Acquisition LLC, I issue the first certified copy, which I sign, seal, mark and flourish in San Juan, Puerto Rico, on May ten (10), two thousand twenty-four (2024). ----------

NOTARY

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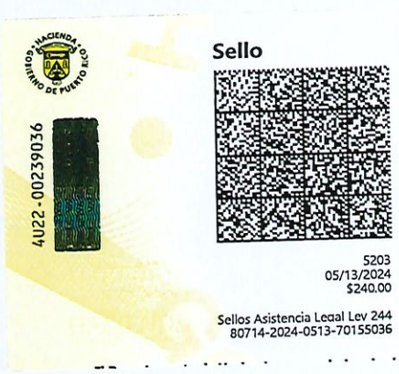

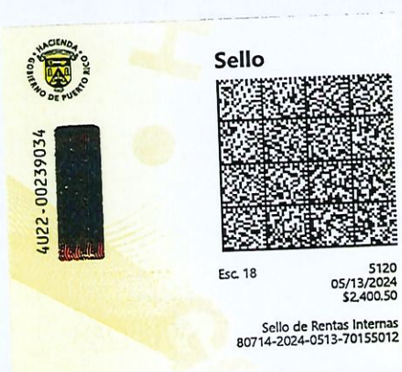



---**I HEREBY CERTIFY** that the first certified copy of this Deed has been issued in favor of Buyer on the same date and place of the execution hereof. **I ATTEST.** ----------

NOTARY

----------**DEED NUMBER NINE (9)**----------

----------**PURCHASE AND SALE AND MORTGAGE**----------
----------**TO SECURE PROMISSORY NOTES**----------

---In San Juan, Puerto Rico, on this thirteenth (13th) day of July, two thousand twenty-three (2023) ----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with offices and residence in San Juan, Puerto Rico,----------

----------**APPEAR**----------

---AS THE PARTY OF THE FIRST PART: **FRANK LOZADA CONTRERAS** and **DAMARIS YEPES RUIZ,** both of legal age, married to each other, professor and business executive, respectively, and residents of Rincón, Puerto Rico, who appear herein in their respective personal capacities and as members of the conjugal partnership constituted by and between them (hereinafter, "LOZADA-YEPES") ----------

---AS THE PARTY OF THE SECOND PART: **ANTONIO LOZADA CONTRERAS,** of legal age, single, physician and resident of Guayama, Puerto Rico (hereinafter, "ANTONIO").----------

---LOZADA-YEPES and ANTONIO will be sometimes referred jointly as "SELLERS" or "Mortgagees", as the context indicates. ----------

---AS THE PARTY OF THE THIRD PART: **CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "BUYER"), a limited liability company organized, existing and in good standing in accordance with the laws of Puerto Rico, represented herein by its Authorized Representative, Gladys Omayra Fontánez Reyes, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, and whose authority to represent BUYER in this public deed arises from the Certificate of Resolution of BUYER, signed by Eileen Sawyer, as Manager of BUYER, on July six (6), two thousand twenty-three (2023),

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in New York, New York, before Notary Public Kelly Marie Mueller. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of Notary Public Kelly Marie Mueller through the search engine of the Department of State of the State of New York. I further certify that I have examined the original of the aforesaid Certificate of Resolution of Cabo Rojo Land Acquisition LLC, and that, in my opinion, it is adequate and sufficient, and complies with all legal requirements needed to authorize Ms. Fontánez Reyes to appear herein on behalf of BUYER. ----------

---AS THE PARTY OF THE FOURTH PART: **JOSÉ ENRIQUE PÉREZ CRUZ**, also known as José E. Pérez (hereinafter, the "BROKER"), who is of legal age, married, real estate broker and resident of Bayamón, Puerto Rico. ----------

---I, the Notary, do hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily ----------

----------**STATE AND AGREE**----------

---**FIRST:** LOZADA-YEPES AND ANTONIO are the owners of the Property in fee simple title ("*pleno dominio*"), and have the possession of the parcel of land described in the Spanish language as follows (hereinafter the "Property"): ----------

---"***RUSTICA:*** *Parcela marcada con el número ciento siete (107) de la Bahía Bonita, radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida de diecinueve mil seiscientos cincuenta y seis metros, veinticinco decímetros cuadrados (19,656.25 m.c.). En linderos, por el NORTE, con la Bahía de Boquerón; SUR, con las parcelas sesenta y dos (62) y ciento trece (113), de las cuales ambas contienen parte de las servidumbres de paso para su acceso de quince (15) metros de ancho de los que siete punto cincuenta (7.50) metros pertenecen a esta parcela; ESTE, con la parcela ciento seis (106), la cual contiene parte de la servidumbre de paso para su acceso de quince (15) metros de ancho; OESTE, con la parcela número ciento ocho (108), la cual contiene parte de la servidumbre de paso para su acceso de quince (15) metros de ancho. La colindancia Sur de la finca se halla afecta a una servidumbre de paso para Uso Vehicular y Peatonal de siete punto*

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cincuenta (7.50) metros de ancho por sesenta y cuatro punto veinte (64.20) metros de largo, afectando esta servidumbre todo lo largo de la colindancia Sur y resultando en un área afectada por dicha servidumbre de cuatrocientos ochenta y uno punto cuarenta y siete (481.47) metros cuadrados, los cuales forman parte del área total de la finca según ha sido descrita."----------

---The Property is recorded at page 295 of volume 510 of Cabo Rojo, property number 18,841, Section of San Germán of the Registry of Property of Puerto Rico (the "Registry"). ----------

---The Property was acquired by LOZADA-YEPES and ANTONIO, with respective participations of fifty percent (50%) each, pursuant to Deed Number One Hundred Thirteen (113), executed in Mayagüez, Puerto Rico, on October sixteen (16), two thousand three (2003), before Notary Luis Roberto Santos, recorded at page 175 of volume 843 of Cabo Rojo, sixth (6th) inscription. ----------

---The tax identification number ("*número de catastro*") assigned by the Municipal Revenue Collection Center ("CRIM") to the Property is 379-089-327-77-000. ----------

---The Property is subject to the following liens and/or encumbrances:---

---By its origin, the Property is free and clear of liens and encumbrances.

---By itself, the Property is subject to the following liens and/or encumbrances: ----------

-----A) Restrictive conditions of equity easements ("*servidumbres en equidad*") constituted by deed number one hundred thirty-three (133), executed in Mayagüez, Puerto Rico, on November twenty (20), two thousand three (2003), before Notary Luis Roberto Santos, recorded at page 175 of volume 843 of Cabo Rojo, Section of San Germán of the Registry, third (3rd) inscription (the "Permitted Encumbrance").----------

-----B) Mortgage guaranteeing a mortgage note to the order of its bearer in the principal sum of One Hundred Ninety Four Thousand Dollars ($194,000), with no interest rate, due on the first anniversary of its constitution, constituted pursuant to Deed Number One Hundred Fourteen (114), executed in Mayagüez, Puerto Rico, on October sixteen

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(16), two thousand three (2003), before Notary Luis Roberto Santos, recorded at the overleaf of page 175 of volume 843 of Cabo Rojo, Section of San German of the Registry, seventh (7th) and last inscription. ---------

---This mortgage has been cancelled or will be cancelled simultaneously with the execution of the present Deed. ----------

-----C) Embargo in favor of the Commonwealth of Puerto Rico, against Frank Lozada Contreras/Damaris Yepes Ruiz, in the amount of forty four thousand two hundred fifty dollars with twenty cents ($44,250.20), related to income taxes, as per Certification dated September twenty eight (28), two thousand twenty one (2021), Embargo Number MAY-21-089, recorded on October twelve (12), two thousand twenty one (2021) at entry two thousand twenty one dash zero zero seven zero two five dash E S T (2021-007025-EST) of the Karibe System. ----------

---This embargo has been cancelled or will be cancelled simultaneously with the execution of the present Deed. ----------

---**SECOND:** On January eleven (11), two thousand twenty-two (2022), SELLERS granted to BUYER's affiliate, PR INVESTCO LLC ("PR Investco"), an option to purchase the Property, pursuant to Deed Number One (1) of Option to Purchase Real Estate, executed in San Juan, Puerto Rico, before Notary María del Rosario Pujol Thompson (hereinafter, the "Deed of Option"). The parties hereto acknowledge and agree that PR Investco has assigned to BUYER all of its rights and obligations under the Deed of Option, and that BUYER is the permitted assignee and successor of PR Investco thereunder. ----------

----------**PURCHASE AND SALE**----------

---**THIRD:** Pursuant to the Deed of Option, SELLERS hereby sell, convey and transfer fee simple title ("*pleno dominio*") to the Property and the possession thereof to BUYER, and BUYER hereby purchases from SELLERS fee simple title to the Property and the possession thereof, in accordance with the following----------

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----------**TERMS AND CONDITIONS**----------

-----One: The purchase price is the lump sum of ONE MILLION THREE HUNDRED FIFTY THOUSAND DOLLARS ($1,350,000) (hereinafter, the "Purchase Price"). ----------

-----Two: The Purchase Price is payable as follows: ----------

------(A) The sum of SIXTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($67,500) was paid by BUYER to SELLERS simultaneously with the execution of the Deed of Option. Of said sum, (a) THIRTY-THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($33,750) were paid to LOZADA-YEPES, and (b) THIRTY-THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($33,750) were paid to ANTONIO. ----------

-------(B) Simultaneously with the execution of this Deed, BUYER has delivered to SELLERS the sum of SIX HUNDRED SEVEN THOUSAND FIVE HUNDRED DOLLARS ($607,500), which is credited to the Purchase Price. Said sum has been paid by BUYER to SELLERS by certified or manager's check to the order of SELLERS, and SELLERS hereby acknowledge receipt thereof in form and substance acceptable to BUYER. Of said sum, THREE HUNDRED THREE THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS ($303,750) has been paid to LOZADA-YEPES, and THREE HUNDRED THREE THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS ($303,750) has been paid to ANTONIO. ----------

---After crediting the aforementioned sum to the Purchase Price, the balance of the Purchase Price is reduced to the sum of SIX HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($675,000) (hereinafter, the "Deferred Purchase Price"). ----------

-----(C) The Deferred Purchase Price shall be evidenced by two (2) mortgage notes (hereinafter the "Mortgage Notes") issued on this same date by BUYER, one to the order of LOZADA-YEPES, in the principal

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sum of THREE HUNDRED THIRTY SEVEN THOUSAND FIVE HUNDRED DOLLARS ($337,500), and the other to the order of ANTONIO, in the principal sum of THREE HUNDRED THIRTY SEVEN THOUSAND FIVE HUNDRED DOLLARS ($337,500), with no interest, and payable in full on the second anniversary of the execution hereof. The Mortgage Notes will be guaranteed by a first mortgage over the Property in the principal sum of SIX HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($675,000), which is being constituted by this Deed. ----------

-----Three: This Deed entitles BUYER to the immediate possession of the Property, without any additional formality, document or request. -----

-----Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of SELLERS and, thereafter, for the account of BUYER. ----

-----Five: SELLERS hereby deliver to BUYER fee simple title ("*pleno dominio*") to the Property, vacant and free and clear of liens, encumbrances or defects, "as is, where is", subject only to the Permitted Encumbrance. ----------

-----Six: BUYER specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) SELLERS hereby sell and BUYER hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, vacant and free of liens and encumbrances, excepting the Permitted Encumbrance, (ii) BUYER is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from SELLERS or any of SELLERS' agents employees, members, representatives, attorneys or brokers (each such party a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by SELLERS to BUYER. BUYER expressly

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acknowledges and agrees that BUYER is not relying on any representation or warranty of SELLERS or any Seller Affiliate, whether implied, presumed or expressly provided at law or otherwise, arising by virtue of any statute, common law, or other legally binding right or remedy in favor of BUYER. BUYER further acknowledges and agrees that SELLERS are under no duty to make any inquiry regarding any matter that may or may not be known to SELLERS or any Seller Affiliate. Upon execution of this public deed, BUYER shall assume the risk of adverse matters relating to adverse investigations, and BUYER, upon execution of this public deed, shall be deemed to have waived, relinquished and released SELLERS and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which BUYER might have asserted or alleged or may assert or allege in the future against SELLERS or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution of this Deed. ----------

-----Seven: The notarial fees, stamps on the original, stamps on the first certified copy and recording rights of this public deed in the Registry will be paid by BUYER. ----------

---The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of any deed or document to cancel the liens and encumbrances mentioned in paragraph FIRST of this public deed (except the Permitted Encumbrance), will be paid by SELLERS. ----------

-----Eight: This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice

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of the Commonwealth of Puerto Rico in the event of any litigation pursuant to this public deed. ----------

-----Nine: All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties: ----------

----TO SELLERS: ----------

------Frank Lozada Contreras ----------
------Damaris Yepes Ruiz----------
------Calle Comercio Número 22 ----------
------Rincón, PR 00677----------
------Electronic Mail: frank_lozada@pucpr.edu ----------

------Antonio Lozada Contreras ----------
------Urb. El Legado Golf Resort, Apt. 1614 ----------
------Guayama, PR 00784----------
------Electronic Mail: tonylozada@hotmail.com ----------

------TO BUYER:----------

------CABO ROJO LAND ACQUISITION LLC----------
------733 Third Avenue ----------
------New York, NY 10017----------
------Attention: Eileen Sawyer----------
------Electronic Mail: roberto.ruiz@ccgc.com.do----------

------TO THE BROKER: ----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920 ----------
------Attention: José Enrique Pérez Cruz----------
------Electronic Mail: passportre@gmail.com ----------

-----Ten: The appearing parties acknowledge that the BROKER, José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy-eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the subject of this Deed. The fees to the BROKER and his associates, if any, for said service will be the responsibility of BUYER and will be paid simultaneously with the execution of this Deed. Said fees will amount to SIXTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($67,500), equivalent to five percent (5%) of the Purchase Price. ---------

-----Eleven: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

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-----Twelve: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the rest of this public deed will continue in full force and effect. ----------

-----Thirteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver whichever documents or instruments, public or private, necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any Rectification Deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of BUYER, except that each party shall bear the fees of their respective counsel.----------

---**THIRD:** The Notary advises BUYER as to the importance of filing the corresponding Change of Ownership Application at the CRIM, and to obtain before the execution of this public deed, a certification indicating whether the Property owes any sums related to property taxes. Under applicable law, BUYER is responsible for filing at the CRIM within the next thirty (30) days the corresponding application for Change of Ownership. BUYER hereby declares that it is fully aware of the above-mentioned obligations and releases the subscribing Notary from this responsibility. ----------

----------CONSTITUTION OF MORTGAGE----------

---**FOURTH**: The Mortgaged Property. Pursuant to this Deed, Mortgagor has become the owner, with valid, good and marketable fee simple title ("*pleno dominio*") of the Property.----------

---**FIFTH:** Simultaneously herewith, Mortgagor has subscribed before me the Mortgage Notes, which have been delivered by Mortgagor to

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Mortgagees simultaneously with the execution of this Deed. Mortgagees hereby acknowledge receipt of the originals of the Mortgage Notes. The text of the Mortgage Notes is copied literally in paragraph EIGTEENTH hereof. ----------

---**SIXTH:** Creation of Mortgage. In order to guarantee and secure: ------

-----(i) the full and complete payment of the principal and interest on the Mortgage Notes; ----------

-----(ii) the performance and observance of the terms therein and herein contained; ----------

-----(iii) additional credits in the amounts set forth in paragraph NINETEENTH hereof to cover interest in addition to that secured by law (hereinafter called the "Interest Credit");----------

-----(iv) additional credits in the amounts set forth in paragraph NINETEENTH hereof to cover any amounts that may be paid by or advanced by the holder(s) of the Mortgage Notes hereunder, together with interest thereon (hereinafter called the "credit for additional advances"); ----------

-----(v) additional credits (hereinafter called the "credit for liquidated damages") in the amounts set forth in paragraph NINETEENTH hereof as a liquidated and agreed amount payable without the need of further liquidation or approval by any court, to cover the costs and expenses (including attorneys' fees) of the holder(s) of the Mortgage Notes, in the event that such holder resorts to the courts or to any other governmental agency in order to collect all or any part of the principal thereof or any interest thereon (by foreclosure or other proceedings or action);----------

----Mortgagor hereby constitutes and creates a voluntary mortgage (the "Mortgage") in favor of Mortgagees, including the present holder(s) or any future holder(s) thereof (references herein to the "Mortgagees" shall refer to the present holder(s) of the Mortgage Notes, and to any future holder(s) thereof, and in the event the Mortgage Notes are pledged or

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assigned as collateral security for the payment and performance of the obligations of the Mortgagor and/or any other person, then the term "Mortgagees" shall also refer to the pledgee[s] or assignee[s] of the Mortgage Notes, including the present holder(s) or any future holder(s) thereof), on the Property described in Paragraph FIRST and covering the following elements (hereinafter collectively referred to as the "Mortgaged Property"):----------

------(a) all the buildings, structures, improvements and facilities now or hereafter located thereon;----------

------(b) all of the rights of way or use, easements, servitudes, licenses, tenements, hereditaments and other appurtenances now or hereafter belonging or appertaining to the Mortgaged Property;----------

------(c) all renewals and replacements of, substitutions for and additions to the property described in subparagraphs (a) and (b) above, and all other property, real, personal or mixed now owned or hereafter acquired by Mortgagor and enjoyed in common with or in any way appertaining to such property as well as all real properties which may be consolidated or grouped with the Mortgaged Property, but excluding, however, any personal property which is not susceptible in any event of being mortgaged by a real property mortgage pursuant to applicable law;-------

------(d) all awards, compensations and payments in respect of any taking by condemnation or eminent domain of any of the foregoing; ----------

------(e) all rents, earnings, revenues, issues and profits of all of the foregoing; and----------

------(f) all chattels which may be removed without breaking the material or deteriorating the object and that are presently or hereafter permanently placed on the Mortgaged Property, either for its decoration, comfort or development, or for industrial use or otherwise. ----------

---**SEVENTH**: Condemnation. In the event of a taking of all or any part of the Mortgaged Property as a result of or in lieu or in anticipation of

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the exercise of the right of condemnation or eminent domain, or a change of grade adversely affecting the Mortgaged Property, Mortgagees shall be entitled to receive all awards and payments on account of such taking up to the amount secured hereby or by the pledge or assignment of the Mortgage Notes. Mortgagor will pay all reasonable costs and expenses (including, without limitation, reasonable attorneys' fees) of Mortgagees in connection with any such taking and seeking and obtaining any award or payment in respect thereof. All awards and payments collected by Mortgagees, after the payment of costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred in the seeking and obtaining thereof, shall be applied by Mortgagees to the payment of any notes or obligations of Mortgagor for which the Mortgage Notes are assigned or pledged as security or in such other manner as may be provided in the pledge agreement(s) or other instrument(s) under which the Mortgage Notes are assigned and/or pledged, or as otherwise agreed by Mortgagor and Mortgagees, and any surplus or remaining balance after such application shall be promptly paid over by Mortgagees to Mortgagor. ----------

---**EIGHTH:** Insurance. As provided in Article Sixty One (61) of the Registry of the Property Act of Puerto Rico, Act Number Two Hundred Ten (210) of December eight (8), two thousand fifteen (2015), 30 L.P.R.A. §6088) (hereinafter, the "Registry Act"), this Mortgage shall be extensive to, and shall cover, all indemnities to which the Mortgagor may be entitled under any policy of insurance covering the Mortgaged Property or any part thereof, and Mortgagees shall be entitled to receive directly from the underwriter(s) or insurer(s) all payments which become due under any such policy(ies) of insurance. Such payments, after deducting therefrom all costs and expenses (including, but without limitation, reasonable attorneys' fees and expenses) incurred in the collection thereof, shall at the option of the Mortgagees be applied on

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account of the payment of the Mortgage Notes and/or of any note(s) or obligation(s) of the Mortgagor for which the Mortgage Notes may be assigned and/or pledged as security, or as otherwise agreed by Mortgagor and Mortgagees. Such proceeds of insurance may, at the option of the Mortgagees and without waiver of Mortgagees' right to any future proceeds of like nature, be paid over to Mortgagor in partial or total reimbursement of Mortgagor's expenses in repairing or replacing such portion(s) of the Mortgaged Property as may have been so damaged.----------**NINTH:** Additional Advances. If Mortgagor shall fail to make punctual payment of all Impositions (as defined in paragraph FIFTEENTH hereof), or should fail to maintain insurance coverage on the Mortgaged Property as required from time to time by the Mortgagees, or should fail to discharge any mortgage, lien, encumbrance or charge upon the Mortgaged Property, or any part thereof, which is prohibited by the terms hereof or of the pledge agreement or other instrument under which the Mortgage Notes are assigned or pledged, or should fail to maintain the Mortgaged Property in good condition, or should fail to perform any other term or covenant hereof or of such pledge agreement or other instrument, then Mortgagees, without consent of or demand upon Mortgagor and without waiving or releasing any obligation or default, may (but shall be under no obligation to) at any time thereafter advance such funds as may in Mortgagees' judgment be needed for the purpose of performing such terms or covenants, and Mortgagees may, in such event, take such other and further action in the premises as they may consider necessary or appropriate for such purposes. All sums so advanced or paid by Mortgagees and all costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) so incurred, together with interest thereon at the rate set forth in the Mortgage Notes from the date of payment or incurring, shall constitute additional indebtedness secured by this Mortgage and shall be paid by Mortgagor

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to Mortgagees on demand.

---**TENTH:** Further Assurances: Additional Security. Mortgagor, at its expense, will execute, acknowledge, deliver and record all such instruments and take all such action as Mortgagees from time to time may reasonably request for better assuring to Mortgagees the properties and rights hereby mortgaged and assigned or intended so to be. Without notice to or consent of Mortgagor, and without impairment of the lien of and rights under this Mortgage, Mortgagees may take (but Mortgagor shall not be obligated to furnish) from Mortgagor or from any other person or persons additional security for the Mortgage Note and/or for the obligations of the Mortgagor secured by the assignment and/or pledge of the Mortgage Note; and neither the giving of this Mortgage nor the acceptance of any such additional security shall prevent Mortgagees from resorting first to such additional security, or to the security created by this Mortgage, in either case without affecting Mortgagees' lien and rights under this Mortgage.----------

---**ELEVENTH:** Default. At such time as there shall exist an event of default under any agreement pursuant to which the Mortgage Notes shall have been assigned or pledged, or there shall exist any failure to pay when due any amount(s) under the Mortgage Notes, and/or there shall be any breach of any other condition or covenant set forth in this Mortgage, and/or any material representation or warranty of the Mortgagor hereunder shall prove to have been false in any material respect on the date when made, then at any time thereafter Mortgagees may, at their election, proceed to enforce the payment in full of the Mortgage Notes and/or to foreclose the lien of this Mortgage as against all or any part of the Mortgaged Property (by summary proceedings or otherwise) and to have the same sold under the judgment or decree of a court of competent jurisdiction; take possession of the Mortgaged Property or any part thereof, by summary proceedings, ejectment or otherwise, remove

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Mortgagor and all other persons and any and all properties therefrom; hold, operate and manage the same and receive all earnings, income, rents, issue and proceeds accruing with respect thereto or any part thereof. In connection with any of the foregoing, Mortgagees shall as a matter of right and without regard to the solvency of the Mortgagor or the adequacy of the security for the indebtedness from Mortgagor to Mortgagees, be entitled to the appointment of a receiver upon notice to the Mortgagor for all or any part of the Mortgaged Property, whether such receivership be incidental to a proposed sale of the Mortgaged Property or otherwise.----------

---**TWELFTH:** Foreclosure Valuation. As required by Article 80 of the Registry Act, 30 L.P.R.A. §6107, Mortgagor hereby declares and agrees that the value of the Mortgaged Property is as set forth in paragraph NINETEENTH hereof under the title "Foreclosure Valuation". ----------

---**THIRTEENTH**: Foreclosure. In the event that the Mortgage Notes are assigned or pledged or otherwise encumbered as collateral security for the payment of any other note(s) and/or debt(s) of the Mortgagor and/or of any other person, the Mortgagor agrees: ----------

-----(a) That Mortgagees may foreclose this Mortgage and may exercise all other rights, remedies, powers and privileges provided herein or now or hereafter existing at law, in equity, by statute, or otherwise, without first foreclosing the pledge or other lien so constituted upon the Mortgage Notes, to the same extent and with the same force and effect as if the Mortgage Notes had been assigned or transferred directly to Mortgagees rather than assigned or pledged as collateral security, provided that nothing contained in this paragraph THIRTEENTH shall relieve Mortgagees from the obligation to comply with the terms of the pledge agreement(s) and/or other instrument(s) under which the Mortgage Notes are assigned and/or pledged. ----------

-----(b) That Mortgagor will not exercise any right which it might have

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to cancel the record of the Mortgage by reason of lapse of time counted from the date of the constitution of the Mortgage under the provisions of Article One Hundred Twenty (120) of the Registry Act, 30 L.P.R.A. §6163) or otherwise, and further agrees, whenever requested by the Mortgagees, to execute and file in the appropriate section of the Registry, at Mortgagor's cost and expense, any and all supplemental instruments which may be necessary or convenient for the preservation of the lien of the Mortgage until full payment of the Mortgage Notes and any other note(s) and of any debt(s) so secured by lien(s) upon the Mortgage Notes.

---**FOURTEENTH:** Expenses. All costs and expenses of this public deed, of a certified copy or copies thereof, and of the registration of this instrument in the proper public registry; all expenses of such additional documentation as may hereafter be required, including the registration thereof in a proper public registry, if such be required; and all expenses of all documents of cancellation, including the cost of registration thereof, shall be for the account of Mortgagor. ----------

---**FIFTEENTH:** Definitions. As used in this Mortgage, the term "Impositions" shall mean all real estate and other taxes, all assessments (including, without limitation, all assessments for public improvements or benefits, whether or not commenced or completed prior to the date hereof or while this Mortgage is in force), water, sewer, electricity, utility and other rents, rates and charges, excises, levies, license fees, permit fees, inspection fees and other authorization fees and other charges, in each case whether general or special, ordinary or extraordinary, or foreseen or unforeseen, of every character (including all penalties or interest thereon), which at any time may be assessed, levied, confirmed or imposed on or in respect of or be a lien upon (a) the Mortgaged Property or any part thereof or any rents, issues, income, profits or earnings therefrom or any estate, right or interest therein, or (b) any occupancy, use or possession of or sales from the Mortgaged Property or

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any part thereof, or (c) this Mortgage, any interest hereon or any other payments due from the Mortgagor under the terms of this Mortgage; excepting, however, the income taxes now or hereafter imposed by the United States and by the Commonwealth of Puerto Rico under applicable law.----------

---**SIXTEENTH**: Miscellaneous. All of the terms of this Mortgage shall apply to and be binding upon the successors and assigns of Mortgagor and all persons claiming under or through Mortgagor or any such successor or assign, and shall inure to the benefit of Mortgagees. Neither this Mortgage nor any term hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by Mortgagees, notice of which is endorsed on the Mortgage Note. ----------

---**SEVENTEENTH:** Other Terms and Conditions. The following terms and conditions are made a part of this Mortgage and shall apply to and be binding upon the successors and assigns of Mortgagor and all persons claiming under or through Mortgagor or any such successors or assigns, and shall inure to the benefit of Mortgagees. Additionally, if any of the terms and conditions contained in this paragraph shall be inconsistent or contrary to any other terms and conditions contained in this public deed, the terms and conditions of this paragraph shall prevail. ----------

-----(a) Representations and Warranties. The Mortgagor hereby represents and warrants to the Mortgagees as follows:----------

-----(i) No Hazardous Waste. To Mortgagor's knowledge, there has been no release of any oil, hazardous materials, hazardous wastes, hazardous substances or toxic substances, as defined in forty-two (42) United States Code ("USC") Sections nine six zero one (9601) *et sequentia,* forty-two (42) USC Sections six nine zero one (6901) *et sequentia,* fifteen (15) U.S.C. Sections two six zero one (2601) *et sequentia* and the regulations promulgated thereunder, and all applicable federal, state and local laws, rules and regulations ("Hazardous Waste") on, upon or into the Mortgaged

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Property, that would have a material adverse effect on the Mortgaged Property or Mortgage as a whole, nor has there been, to the best of the Mortgagor's knowledge, any such release on, upon or into any real property in the vicinity of the Mortgaged Property that, through solid or groundwater migration, has come to be located on the Mortgaged Property or could reasonably be expected to come to be located on the Mortgaged Property. There is no Hazardous Waste presently stored or located on, in or about any portion of the Mortgaged Property, and Mortgagor covenants and agrees that it will indemnify and hold the Mortgagees harmless from and against any and all expense, damage, loss or liability incurred by the Mortgagees arising from the application of any law, including any so-called "Super Fund" or "Super Lien" legislation, relating to the presence of oil or Hazardous Waste on the Mortgaged Property, whether such legislation is federal, state or local in nature. It is expressly acknowledged by Mortgagor that this covenant of indemnification shall survive any foreclosure of the lien and security interest of this Mortgage and shall inure to the benefit of the Mortgagees, their successors and assigns, in the event Mortgagees becomes the owner of the Mortgaged Property.----------

-------(ii) Absence of Litigation. Except as otherwise disclosed by Mortgagor, there are no actions, suits, or investigations, including, without limitation, condemnation and eminent domain proceedings, pending or, to the best of Mortgagor's knowledge, threatened, against or affecting the Mortgaged Property, or which may involve or affect the validity of this Mortgage, and Mortgagor are not in default with respect to any order, writ, injunction, decree or demand of any court or any administrative agency or governmental authority affecting the Mortgaged Property or the use thereof.----------

------(iii) Compliance with Law. The Mortgaged Property is in compliance with all applicable laws and governmental regulations, including but not

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limited to those governing zoning, land use, subdivision control, health, safety, fire protection and protection of the environment, except such laws and governmental regulations the noncompliance with which would not have a material adverse effect on the Mortgaged Property or the Mortgage as a whole. ----------

-------(iv) Mortgage Interest Not Usurious. The interest payable under this Mortgage and the Mortgage Notes is not usurious under applicable laws and regulations.----------

-----(b) Certain Covenants and Conditions. Mortgagor covenants and agrees as follows: ----------

-------(i) Provision for Payment of Governmental Charges and other Obligations. To assure the payment of all Impositions, taxes, charges, sewer use fees, water rates, ground rents and assessments of every name and nature, or any other obligations which may have or acquire priority over this Mortgage, and which are assessed or payable with reference to the Mortgaged Property, the Mortgagor, if so requested by the Mortgagees, but only after the occurrence of a default hereunder, under the Mortgage Note and/or under any agreement(s) pursuant to which the Mortgage Note has been pledged and/or assigned to the Mortgagees, shall deposit with the Mortgagees, on the days when monthly payments mature, a sum determined by the Mortgagees to be sufficient to provide, in the aggregate, a fund adequate to pay any such amounts at least ten (10) days before the same become delinquent; and whenever the Mortgagees determine sums accumulated under the provisions of this section to be insufficient to meet the obligation for which such deposits were made, the Mortgagor shall pay, on the demand of the Mortgagees, any amount required to cover the deficiency therein. Every such deposit may, at the option of the Mortgagees, be applied directly against the obligation with reference to which it was made, or, to the fullest extent permissible according to law, any other obligation of the Mortgagor secured hereby.

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Such deposits may, to the fullest extent permitted by law, be commingled with other assets of the Mortgagees and, in the discretion of the Mortgagees, invested by the Mortgagees for their own account, without any obligation to pay income from such investment, or interest on such deposits, to the Mortgagor, or to account to Mortgagor for such income in any manner. ----------

-------(ii) Maintenance of the Mortgaged Property and Alterations. Mortgagor shall keep and maintain the Mortgaged Property in as good repair and condition as the same now is or may hereafter be put (ordinary wear and tear excepted), shall make all such necessary and proper repairs, replacements, additions and improvements thereto as shall be required for the proper conduct of its business thereon, and shall not permit or commit waste on the Mortgaged Property. Mortgagor shall make or cause to be made, as and when the same shall become necessary, all structural and non-structural, exterior and interior, ordinary and extraordinary, foreseen and unforeseen repairs, renewals and replacements necessary to that end. Mortgagor shall not permit removal or material alteration, except as otherwise permitted in writing, of anything which constitutes a part of the Mortgaged Property without the consent of the Mortgagees, which consent shall not be unreasonably withheld or delayed. Mortgagor shall permit the Mortgagees to enter the Mortgaged Property, at any reasonable time, to determine whether Mortgagor is in compliance with its obligations under this Mortgage. All construction on the Mortgaged Property shall comply with, and each and every part of the Mortgaged Property shall be maintained and used in accordance with, all applicable federal, state and local laws and governmental regulations, and any lawful private restrictions or other requirements or provisions, relating to the maintenance or use thereof. ----------

---Notwithstanding the above, the Mortgagor shall have the right, at any time and from time to time, to remove and dispose of machinery and

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equipment or partitions on, or forming part of, the Mortgaged Property (without the consent of Mortgagees) that may have become obsolete or unfit for use or that is no longer useful in the operation of the building now or hereafter constituting a portion of the Mortgaged Property or in the business conducted thereupon. The Mortgagor agrees promptly to replace with other machinery and equipment, free of superior title liens or claims, except as otherwise agreed by the Mortgagor and the Mortgagees, not necessarily of the same character but of at least equal usefulness and quality, any such machinery and equipment so removed or disposed of; except that, if by reason of technological or other developments in the operation and maintenance of property of the general character of the machinery and equipment so removed, no replacement of the property so removed or disposed of is necessary or desirable in the proper operation or maintenance of the Mortgaged Property or the business conducted thereupon, the Mortgagor shall not be required to replace the same. -------

-----(c) Hazardous Substances. Except to the extent that failure to comply would not have a material adverse effect on the Mortgagor or the Mortgaged Property and/or not result in or create a lien of any kind upon the Mortgaged Property, the Mortgagor shall:----------

-------(i) not store (except in compliance with all laws, ordinances, and regulations pertaining thereto), dispose of, release or allow the release of any hazardous substance, solid waste or oil on the Mortgaged Property; --

-------(ii) neither directly nor indirectly transport or arrange for the transport of any hazardous substance or oil (except in compliance with all laws, ordinances and regulations pertaining thereto); ----------

-------(iii) in the event of any change in the laws governing the assessment, release or removal of hazardous materials, which change would lead a prudent lender to require additional testing to avail itself of any statutory insurance or limited liability, take all such action (including, without limitation, the conducting of Engineering tests at the sole expense of the

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Mortgagor) to confirm that no hazardous substance or oil is or ever was stored, released or disposed of on the Mortgaged Property; and----------

-------(iv) provide the Mortgagees with written notice: (A) upon the Mortgagor's obtaining knowledge of any potential or known release, or threat of release, of any hazardous substance or oil at or from the Mortgaged Property; (B) upon the Mortgagor's receipt of any notice to such effect from any federal, state, Commonwealth or other governmental authority; or (C) upon the Mortgagor's obtaining knowledge that any expense or loss has been incurred by such governmental authority in connection with the assessment, containment, removal or remediation of any hazardous substance or oil for which expense or loss the Mortgagor may be liable or for which expense a lien may be imposed on the Mortgaged Property.----------

---For purposes of this section, the terms "hazardous substance" and "release" shall have the meanings specified in the Comprehensive Environmental Response, Compensation and Liability Act of nineteen hundred eighty (1980), forty-two (42) USC Sections nine six zero one (9601) *et sequentia* ("CERCLA") and the terms "solid waste" and "disposal" (or 'disposed") shall have the meanings specified in the Resource Conservation and Recovery Act of nineteen hundred seventy-six (1976), forty-two (42) United States Code Sections six nine zero one (6901) *et sequentia* ("RCRA") and regulations promulgated thereunder; provided, in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply as of the effective date of such amendment and provided further, to the extent that the laws of the Commonwealth of Puerto Rico establish a meaning for "hazardous substance", "release", "solid waste", or "disposal" which is broader than specified in either CERCLA or RCRA, such broader meaning shall apply.----------

--------(d) Environmental Assessments. In addition to the Mortgagees'

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rights provided hereunder, if Mortgagees have cause to believe that contamination or a violation of any Environmental Laws (as hereinafter defined) exists on any part of the Mortgaged Property, the Mortgagees may, at their election, without regard to whether Mortgagor is in default hereunder and/or under the Mortgage Notes and/or under any agreement(s) pursuant to which the Mortgage Notes is pledged and/or assigned to the Mortgagees, obtain one or more environmental assessments of the Mortgaged Property prepared by a geohydrologist, an independent engineer or other qualified consultant or expert approved by the Mortgagees evaluating or confirming (i) whether any hazardous substances or other toxic substances are present in the soil or water at or adjacent to the Mortgaged Property and (ii) whether the use-and operation of the Mortgaged Property comply with all applicable federal, state, commonwealth and local laws, rules and regulations (herein called "Environmental Laws") relating to air quality, environmental control, release of oil, hazardous materials, hazardous wastes and hazardous substances, and any and all other applicable environmental laws. Environmental assessments may include detailed visual inspections of the Mortgaged Property including, without limitation, any and all storage areas, storage tanks, drains, dry wells and leaching areas, and the taking of soil samples, surface water samples and ground water samples, as well as such other investigations or analyses as are necessary or appropriate for a complete determination of the compliance of the Mortgaged Property and the use and operation thereof with all applicable Environmental Laws. Any such environmental assessment shall be at the cost and expense of the Mortgagor.----------

-----(e) Notice of Condemnation. Mortgagor, immediately upon obtaining knowledge of the institution of any proceeding for the condemnation or requisition of the Mortgaged Property or any portion thereof, shall notify the Mortgagees of the pendency of such proceeding. The Mortgagees may

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participate in such proceeding, and the Mortgagor from time to time shall deliver to the Mortgagees all instruments requested by the Mortgagees to permit such participation. ----------

---------(f) Leases: Assignments. Mortgagor shall faithfully keep, observe and satisfy all the obligations on the part of the lessor to be kept, performed and satisfied under every lease from time to time in force with reference to the Mortgaged Property. Mortgagor hereby assigns to Mortgagees all rents and profits under any and all leases of the Mortgaged Property, provided, however, that Mortgagor shall be entitled to retain such rents and profits until a default hereunder, under the Mortgage Notes and/or under any agreement(s) pursuant to which the Mortgage Notes are pledged and/or assigned to the Mortgagees shall have occurred. At any time on notice from the Mortgagees, Mortgagor shall submit to the Mortgagees for examination all such leases and on the demand of the Mortgagees, shall execute and deliver a separate instrument collaterally assigning any or all such leases, or the rents and profits thereof, in form satisfactory to the Mortgagees. Nothing in this paragraph shall be deemed to constitute an agreement to subordinate this Mortgage to any leases with respect to the Mortgaged Property. ----------

------(g) Expenses. Mortgagor shall pay when due all fees and charges (including reasonable attorneys, fees) incurred by the Mortgagees incident to the transactions evidenced by the obligations (including, without limitation, the Mortgage Notes) secured by this Mortgage, the assurance of the security represented by this Mortgage, and incident to the enforcement of said obligations and this Mortgage, and such fees and charges shall be secured by the lien of this Mortgage. ----------

-----(h) Priority of Lien: Obligation to Cancel Mortgages. Mortgagor covenants and agrees that this Mortgage is and will be maintained as a valid first mortgage lien on the Mortgaged Property junior only to the liens and encumbrances described in paragraph SECOND of this public deed,

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if any. Mortgagor shall execute such documents and perform such acts as necessary or convenient in order to keep or maintain this Mortgage as a valid first mortgage lien on the Mortgaged Property, junior only to the liens and encumbrances described in paragraph SECOND of this public deed, if any. ----------

----------(i) After Acquired Mortgaged Property. All property of every kind acquired by the Mortgagor after the date hereof which, by the terms hereof, is required or intended to be subjected to the lien of this Mortgage shall, immediately upon the acquisition thereof by the Mortgagor, and without any further mortgage, conveyance, assignment or transfer, become subject to the lien of this Mortgage. The Mortgagor will do, execute, acknowledge and deliver all and every such further acts, conveyances, mortgages, and assurances as the Mortgagees shall reasonably require for accomplishing the purposes of this Mortgage. If any action or proceeding shall be instituted to recover possession of the Mortgaged Property or for the foreclosure of any other mortgage or for any other purpose affecting the Mortgaged Property or this Mortgage, the Mortgagor will immediately, upon service thereof on or by the Mortgagor, deliver to the Mortgagees a true copy of each precept, petition, summons, complaint, notice of motion, order to show cause, and all other process, pleadings and papers, however designated, served in any such action or proceeding. ----------

--------(j) Waiver and Modification: Fees and Expenses in Event of Redemption or Foreclosure. Whether or not for additional interest or other consideration paid or payable to the Mortgagees, no forbearance on the part of the Mortgagees or extension of the time for the payment of the whole or any part of the obligations secured hereby, whether oral or in writing, or any other indulgence given by the Mortgagees to Mortgagor or to any other party claiming any interest in or to the Mortgaged Property, shall operate to release or in any manner affect the original liability of

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Mortgagor, or the priority of this Mortgage or to limit, prejudice or impair any right of the Mortgagees, including, without limitation, the right to realize upon the security, or any part thereof, for the obligations secured hereby or any of them, notice of any such extension, forbearance or indulgence being hereby waived by Mortgagor and all those claiming by, through or under Mortgagor. No consent or waiver, express or implied, by the Mortgagees to or of any default by Mortgagor shall be construed as a consent or waiver to or of any further default in the same or any other term, condition, covenant or provision of this Mortgage or of the obligations secured hereby. In case pursuant to the laws of the Commonwealth of Puerto Rico redemption is had by Mortgagor after foreclosure proceedings have begun, the Mortgagees shall be entitled to collect all costs, charges and expenses incurred up to the time of redemption. ----------

------(k) Fixtures and Equipment. Mortgagor hereby grants to the Mortgagees to secure the payment and performance of the obligations under the Mortgage Notes and also to secure the performance of all agreements and covenants herein contained, a security interest in all chattels referred to in clause (f) of paragraph SIXTH and all fixtures located on or appertaining to the Mortgaged Property, now owned or hereafter acquired by Mortgagor (and all accessions thereto and the proceeds thereof). The Mortgagor covenants and agrees that, upon the subsequent acquisition of such fixtures or chattels, it will provide to the Mortgagees such further assurances as may be required by the Mortgagees to establish the Mortgagees' security interest in such fixtures or chattels. Mortgagor shall execute, deliver and cause to be recorded and filed from time to time with all necessary public offices, at Mortgagor's sole cost and expense, such instruments as will maintain the Mortgagees' priority of security in all fixtures and chattels.----------

------(l) Right of Mortgagees to Cure Default. If a default shall occur

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hereunder, under the Mortgage Notes and/or any obligation(s) secured by the pledge and/or assignment of the Mortgage Notes, beyond any applicable grace period, the Mortgagees shall have the right, after five (5) days prior written notice to Mortgagor, but without any obligation so to do, to cure such default for the account of Mortgagor. Without limiting the generality of the foregoing, Mortgagor hereby authorizes the Mortgagees to pay, at its option, all taxes, sewer use fees, water rates and assessments and other Impositions, with interest, costs and charges accrued thereon, which may at any time be a lien upon the Mortgaged Property, or any part thereof; to pay the premiums for any insurance required hereunder; to incur and pay reasonable expenses in protecting its rights hereunder and the security hereby granted; to pay any balance due and delinquent under any security agreement on any fixtures and equipment included as a part of the Mortgaged Property; and the payment of all amounts so incurred shall be secured hereby as fully and effectually as any other obligation of Mortgagor secured hereby. ----------

------(m) Notices. All notices, requests and other communications made or required to be given pursuant to this Mortgage shall be given to such address and in such manner as Mortgagor and Mortgagees may have furnished in writing to each other, respectively.----------

------(n) Successors and Assigns: Joint and Several Liability: Partial Invalidity. All the covenants and agreements of Mortgagor herein contained shall be binding upon Mortgagor and the executors, administrators, successors and assigns of Mortgagor. In case any one or more of the provisions of this Mortgage may be found to be invalid, or unenforceable for any reason or in any respect, such invalidity or unenforceability shall not limit or impair enforcement of any other provision thereof. ----------

------All benefits and agreements of Mortgagees herein contained shall be binding upon Mortgagees, their successors, assigns and future holder(s) of the Mortgage Notes.----------

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------(o) Modification. No change, amendment, modification, cancellation or discharge of this Mortgage, or any part hereof, shall be valid unless in writing and signed by the parties hereto or their respective successors and assigns. ----------

------(p) Captions. Section headings are inserted for convenience of reference only. They do not form part of this Mortgage and shall be disregarded for purposes of the interpretation of the terms of this Mortgage.----

---**EIGHTEENTH**: The Mortgage Notes referred to in paragraph THIRD of this public deed consist of two mortgage notes, one to the order of LOZADA-YEPES (the "Lozada-Yepes Mortgage Note") and one to the order of ANTONIO (the "Antonio Mortgage Note"). The Mortgage Notes are literally transcribed herein as follows: ----------

----------(A) The Lozada-Yepes Mortgage Note:----------

"----------MORTGAGE NOTE ----------

---VALUE: ($337,500) ----------DUE: July 13, 2025 ------

---FOR VALUE RECEIVED, the undersigned promises to pay to the order of FRANK LOZADA CONTRERAS and DAMARIS YEPES RUIZ the principal sum of THREE HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($337,500), with no interest and payable in full on the second (2nd) anniversary of the execution of this Mortgage Note, that is on July thirteen (13), two thousand twenty-five (2025). The principal payment shall be made at the office or domicile of the bearer within the Commonwealth of Puerto Rico, or at such other place as the bearer may from time to time designate in writing. ----------

---If the undersigned fails to pay the principal amount outstanding under this Mortgage Note on the date of maturity hereof, the obligation shall thereafter accrue interest at a rate per annum equal to five percent (5%), effective from the date of the default and until final payment of the obligation evidenced hereunder. The application of the default interest rate shall not be construed as a waiver of any other right of the holder of this Mortgage Note, including the right to demand payment, declare an event of default or take any other action it may be entitled to take.--------

---The undersigned hereby waives presentment, protest, demand and notice of non-payment. ----------

---This Mortgage Note is secured by a mortgage constituted by Deed Number Nine (9), executed on July thirteen (13), two thousand twenty-three (2023), in San Juan, Puerto Rico, before Notary Jorge Antonio Morales Cordero, and the holder of this Mortgage Note is entitled to the benefit and security of all of the provisions and conditions set forth in said Deed of Mortgage. ----------

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---This Mortgage Note is in *pari-passu* rank and priority with a mortgage note issued by the undersigned on this same date, to the order of ANTONIO LOZADA CONTRERAS, in the principal sum of THREE HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($337,500), secured by the aforementioned mortgage.--------

---Should the holder of this note undertake legal proceedings for the collection hereof, the undersigned (i) agrees to pay an additional liquidated sum equal to ten percent (10%) of the principal amount of this note to cover attorneys' fees, court costs and expenses; and (ii) submits to the venue selected by said holder for such legal proceedings. ----------

---In San Juan, Puerto Rico, on this thirteenth (13th) day of July, two thousand twenty-three (2023). ----------

---CABO ROJO LAND ACQUISITION LLC ----------
---[Signed] ----------
---[By: Gladys Omayra Fontánez Reyes]----------
---[Title: Authorized Representative]----------

---Affidavit No.: 12,359 ----------

---Acknowledged and subscribed before me in San Juan, Puerto Rico, on this thirteenth (13th) day of July, two thousand twenty-three (2023), by Gladys Omayra Fontánez Reyes, in her capacity as Authorized Representative of Cabo Rojo Land Acquisition LLC, who is personally known to me. ----------

---[Signed: Jorge A. Morales Cordero] ----------
---Notary ----------
---[Notarial Seal]" ----------

----------(B) The Antonio Mortgage Note: ----------

"----------MORTGAGE NOTE ----------

---VALUE: ($337,500) ----------DUE: July 13, 2025 ------

---FOR VALUE RECEIVED, the undersigned promises to pay to the order of ANTONIO LOZADA CONTRERAS the principal sum of THREE HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($337,500), with no interest and payable in full on the second (2nd) anniversary of the execution of this mortgage note, that is on July thirteen (13), two thousand twenty-five (2025). The principal payment shall be made at the office or domicile of the bearer within the Commonwealth of Puerto Rico, or at such other place as the bearer may from time to time designate in writing. ----------

---If the undersigned fails to pay the principal amount outstanding under this Mortgage Note on the date of maturity hereof, the obligation shall thereafter accrue interest at a rate per annum equal to five percent (5%), effective from the date of the default and until final payment of the obligation evidenced hereunder. The application of the default interest rate shall not be construed as a waiver of any other right of the holder of this Mortgage Note, including the right to demand payment, declare an event of default or take any other action it may be entitled to take.--------

---The undersigned hereby waives presentment, protest, demand and notice of non-payment. ----------

---This Mortgage Note is secured by a mortgage constituted by Deed Number Nine (9), executed on July thirteen (13), two thousand twenty-

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three (2023), in San Juan, Puerto Rico, before Notary Jorge Antonio Morales Cordero, and the holder of this Mortgage Note is entitled to the benefit and security of all of the provisions and conditions set forth in said Deed of Mortgage. ----------

---This Mortgage Note is in *pari-passu* rank and priority with a mortgage note issued by the undersigned on this same date, to the order of FRANK LOZADA CONTRERAS and DAMARIS YEPES RUIZ, in the principal sum of THREE HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($337,500), secured by the aforementioned mortgage. ----------

---Should the holder of this note undertake legal proceedings for the collection hereof, the undersigned (i) agrees to pay an additional liquidated sum equal to ten percent (10%) of the principal amount of this note to cover attorneys' fees, court costs and expenses; and (ii) submits to the venue selected by said holder for such legal proceedings. ----------

---In San Juan, Puerto Rico, on this thirteenth (13th) day of July, two thousand twenty-three (2023). ----------

---CABO ROJO LAND ACQUISITION LLC ----------
---[Signed] ----------
---[By: Gladys Omayra Fontánez Reyes]----------
---[Title: Authorized Representative]----------

---Affidavit No.: 12,360 ----------

---Acknowledged and subscribed before me in San Juan, Puerto Rico, on this thirteenth (13th) day of July, two thousand twenty-three (2023), by Gladys Omayra Fontánez Reyes, in her capacity as Authorized Representative of Cabo Rojo Land Acquisition LLC, who is personally known to me. ----------

---[Signed: Jorge A. Morales Cordero] ----------
---Notary ----------
---[Notarial Seal]" ----------

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---**NINETEENTH:** Various Sums. (i) The amount of the mortgage credit constituted and created to secure payment of the Mortgage Notes is SIX HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($675,000). ----------

-----(ii) The "interest credit" is SIXTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($67,500).----------

-----(iii) The "credit for additional advances" is SIXTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($67,500).----------

-----(iv) The "credit for liquidated damages" is SIXTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($67,500).----------

-----(v) The "Foreclosure Valuation" is SIX HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($675,000).----------

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---**TWENTHIETH:** Mortgagee. LOZADA-YEPES and ANTONIO hereby acknowledge receipt of the originals of the Mortgage Notes from Mortgagor. ----------

----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ----------

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstract was prepared by Capital Title Services Inc. and is dated June thirty (30), two thousand twenty-three (2023);----------

-----(c) that subsequent to the date of such title abstract and before the presentation for recording of this public deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this public deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry as of the date of the title abstract. ----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification; ----------

-----(e) the right of the BUYER to obtain a title insurance policy that

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guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, *et seq.*;----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property;----------

-----(h) of the importance of recording a copy of this Deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this Deed is not recorded at the Registry; ----------

-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property;----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations;----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its contents.----------

-----(l) of the need and consequences to the SELLERS of filing the *Planilla Informativas Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles* with the Puerto Rico Treasury Department; and --------

-----(m) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et seq.*, is of application. The foregoing statute, and the regulations

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promulgated thereunder, impose on the Seller, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the seller and its agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed. ----------

----------**READING, ACCEPTANCE AND EXECUTION** ----------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their initials on each page thereof. ----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

JORGE A. MORALES CORDERO
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MORELL · CARTAGENA · DAPENA

JORGE ANTONIO MORALES CORDERO

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787-723-1233; 787-729-1974
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CERTIFIED COPY OF DEED NUMBER THIRTY-SEVEN (37)

PURCHASE AND SALE

EXECUTED IN SAN JUAN, PUERTO RICO
ON NOVEMBER 9, 2023

BEFORE:

JORGE ANTONIO MORALES CORDERO

BY:

ISMAEL TEXIDOR PAGÁN
LILLIAM BIRRIEL OROZCO

("SELLERS")

AND

CABO ROJO LAND ACQUISITION LLC

("BUYER")

----------**DEED NUMBER THIRTY-SEVEN (37)**----------

----------**PURCHASE AND SALE** ----------

---In San Juan, Puerto Rico, on November nine (9), two thousand twenty-three (2023). ----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with residence and offices in San Juan, Puerto Rico.----------

----------**APPEAR**----------

---AS THE PARTY OF THE FIRST PART: **ISMAEL TEXIDOR PAGÁN**, of legal age, single, property owner and resident of Locust Grove, Virginia, United States of America (hereinafter, "Ismael") --------

---AS THE PARTY OF THE SECOND PART: **LILLIAM BIRRIEL OROZCO**, of legal age, single, property owner and resident of Carolina, Puerto Rico (hereinafter, "Lilliam"). ----------

---Ismael and Lilliam will be sometimes referred to jointly as, "Sellers."

---AS THE PARTY OF THE THIRD PART: **CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "Buyer"), a limited liability company organized, existing and in good standing under the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, GLADYS OMAYRA FONTÁNEZ REYES, who is of legal age, single, attorney at law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this Deed arises from a Certificate of Resolution of Buyer signed by Eileen Sawyer, as Manager of Buyer, on November six (6), two thousand twenty-three (2023), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engines of the Department of State and the Office of Information Technology Services of the State of New York. I further certify that I

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have examined the aforesaid Certificate of Resolution of Buyer and that it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law, to authorize Ms. Fontánez Reyes to appear herein on behalf of Buyer. ----------

---I hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective age, civil status, occupation and residence. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily,----------

----------**STATE AND AGREE**----------

---**FIRST:** Sellers are the sole owners in fee simple title ("*pleno dominio*") and have the possession of the parcel of land described in the Spanish language as follows (hereinafter, the "Property"): ----------

---"RÚSTICA: Solar marcado con el número uno (1) en el Plano de Inscripción radicado en el Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida de tres mil ochocientos cuarenta punto tres mil trecientos cincuenta y cinco metros cuadrados (3,840.3355 m.c.), equivalentes a cero punto nueve mil setecientos setenta y una (0.9771) cuerdas. En lindes por el NORTE, con una alineación de treinta y seis punto cero veintidós (36.022) metros lineales, con un área dedicada única y exclusivamente a uso público, marcada Zona Marítima en el Plano de Inscripción denominado "A" dedicarse a Zona Marítimo terrestre y que la separa de la Zona Marítima y el Mar Caribe; por el SUR, en una alineación de treinta y cuatro punto novecientos setenta y dos (34.972) metros lineales, con una servidumbre de paso de diez (10.00) metros de ancho a lo largo de dicha colindancia de los cuales cinco (5) metros pertenecen a la parcela aquí segregada y descrita, con el solar marcado cinco (5) a segregarse según el Plano de Inscripción el cual es parte de la finca principal de la cual se segrega; por el ESTE, en una alineación de ciento catorce punto ciento veintinueve (114.129) metros lineales, con un solar marcado número dos (2), a segregarse según el Plano de Inscripción y que forma parte de la finca principal de la cual se segrega; y por el OESTE, en una alineación de ciento cinco punto cuatrocientos noventa y siete (105.497) metros lineales, con una servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5) pertenecen a esta parcela, y que la separa de la parcela cuarenta y dos (42) de Enrique Carlo Aymat." ----------

---The Property is identified in the Registry of Property of Puerto Rico (the "Registry") as property number 29,700, recorded at page 214 of volume 875 of Cabo Rojo, San Germán section of the Registry.----------

---The tax identification number ("*número de catastro*") assigned to the

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Property by the Municipal Revenues Collection Center ("CRIM") is 402-007-327-01-000. ----------

---The Property was acquired by Sellers, while being married to each other, pursuant to Deed Number Five (5), executed in Cabo Rojo, Puerto Rico, on June seventeen (17), two thousand twenty (2020), before Notary Laura R. Domínguez Llerandi, filed and pending recordation at *Karibe* entry 2020-035888-SG01. The matrimony of Ismael and Lilliam was terminated and dissolved pursuant to a judgment issued on October thirteen (13), two thousand twenty-three (2023) by the Puerto Rico Court of First Instance, Carolina part, under Case Number CA2023RF00374, entered by the court's clerk on October twenty-four (24), two thousand twenty-three (2023). By its own terms, the divorce judgment is firm and final from the date of entry thereof. Therefore, Ismael and Lilliam appear herein to sell, convey and transfer to Buyer their undivided participations in the Property. ----------

----------**LIENS AND ENCUMBRANCES** ----------

---By its origin, the Property is subject to restrictive conditions of use and construction. ----------

---By itself, the Property is subject to: ----------

----(A) Easement for the benefit of the Property, as dominant estate, constituted over properties number 29,702, 29,703 and 18,803, recorded at page 214 of volume 875 of Cabo Rojo, marginal note under inscription first (1st) of the Property. ----------

----(B) Mortgage (hereinafter, the "Mortgage") to secure a promissory note in the principal sum of One Hundred Sixteen Thousand Two Hundred Fifty Dollars ($116,250), payable to *Cooperativa de Ahorro y Crédito de Cabo Rojo*, or its order ("Mortgagee"), with annual interest at eight point five percent (8.5%), payable on demand, constituted pursuant to Deed Number Sixteen (16), executed in Cabo Rojo, Puerto Rico, on June seventeen (17), two thousand twenty (2020), before Notary Jessica

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Rodríguez Camacho, filed and pending recordation at *Karibe* entry 2020-035897-SG01. The Mortgage will be cancelled by Seller after the execution of the present Deed, as more particularly set forth below-------

---**SECOND:** On May twenty-two (22), two thousand twenty-three (2023), Sellers granted to Buyer's affiliate, PR INVESTCO LLC ("PR Investco"), an option to purchase the Property, pursuant to a *Sales Contract* (hereinafter, the "Purchase Agreement") executed on such date. The parties hereto acknowledge and agree that PR Investco has assigned to Buyer all of its rights and obligations under the Purchase Agreement, and that Buyer is the permitted assignee and successor of PR Investco thereunder. ----------

----------**PURCHASE AND SALE**----------

---**THIRD:** In accordance with the Purchase Agreement, Sellers hereby sell, convey and transfer fee simple title ("*pleno dominio*") to the Property and the possession thereof to Buyer, and Buyer hereby purchases from Sellers fee simple title ("*pleno dominio*") to the Property and the possession thereof, in accordance with the following ----------

----------**TERMS AND CONDITIONS**----------

-----One: The purchase price of the Property is the lump sum of **ONE MILLION DOLLARS ($1,000,000)** (hereinafter the "Purchase Price").

-----Two: The Purchase Price has been paid as follows: ----------

----------A. The sum of One Hundred Thousand Dollars ($100,000) was paid by Buyer to Sellers concurrently with the execution of the Purchase Agreement, which amount is being applied in its entirety to the Purchase Price;----------

---------B. The amount of One Hundred One Thousand Seven Hundred Ninety-Two Dollars and Twenty-Eight Cents ($101,792.28) is being retained by Buyer to pay in full the outstanding balance of the loan guaranteed by the Mortgage, which sum will be delivered to Mortgagee immediately after the execution of the present Deed; and----------

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---------C. The sum of Seven Hundred Ninety-Eight Thousand Two Hundred Seven Dollars and Seventy-Two Cents ($798,207.72) has been paid by Buyer to Sellers concurrently with the execution hereof, and Sellers hereby acknowledge receipt thereof.----------

-----Three: Buyer acknowledges that the cancellation of the Mortgage at the Registry is subject to the production by Mortgagee of the original mortgage note and the execution and presentation of the corresponding deed of cancellation of mortgage. ----------

-----Four: Buyer shall be entitled to the immediate possession of the Property, without any additional formality, document or request. ---------

-----Five: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of Sellers and, thereafter, for the account of Buyer. ----------

-----Six: Sellers hereby deliver to Buyer fee simple title to the Property, vacant, and free and clear of all liens, encumbrances or defects, except as otherwise provided herein. ----------

-----Seven: Buyer specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) Sellers hereby sell and Buyer hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from Sellers or any of Sellers' agents, employees, members, representatives, attorneys or brokers (each such party, a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by Sellers to Buyer (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion

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thereof, its facilities, soils, geology, and groundwater; (b) the dimensions, area, and size of the Property; (c) the development or income potential, or rights of or relating to the Property or the adequacy of the Property for any particular purpose, (d) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of Buyer or any other person to obtain any necessary governmental approvals, licenses, or permits for Buyer's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters regarding the operation of the Property. Buyer further acknowledges and agrees that Sellers are under no duty to make any inquiry regarding any matter that may or may not be known to Sellers or any Seller Affiliate. Upon execution of this public deed, Buyer shall assume the risk of adverse matters relating to adverse investigations, and Buyer, upon execution of this public deed, shall be deemed to have waived, relinquished and released Sellers and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which Buyer might have asserted or alleged or may assert or allege in the future against Sellers or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution of this deed. ----------

-----Eight: Sellers represent and warrant to Buyer that, to the best of

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Sellers' knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that, to the best of Sellers' knowledge, the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----Nine: The notarial fees, stamps on the original, stamps on the first certified copy, filing and recording rights of this Deed at the Registry will be paid by Buyer.----------

-----Ten: This Deed will be interpreted and governed in accordance with the laws of the Commonwealth of Puerto Rico. The appearing parties submit themselves to the exclusive jurisdiction of the Court of First Instance of the Commonwealth of Puerto Rico in the event of any litigation arising out of this Deed.----------

-----Eleven: All notices to the parties pursuant to this Deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

----TO SELLERS: ----------

------ISMAEL TEXIDOR PAGÁN ----------
------109 Seven Pines Dr. ----------
------Locust Grove, Virginia 22508 ----------
------Electronic Mail: itp19654444@yahoo.com----------

------LILLIAM BIRRIEL OROZCO ----------
------Urb. José S. Quiñones, 263 Calle 9 ----------
------Carolina, Puerto Rico 00985 ----------
------Electronic Mail: lilliam.bo10@gmail.com----------

----TO BUYER:----------

------CABO ROJO LAND ACQUISITION LLC ----------
------733 Third Avenue ----------
------New York, NY 10017 ----------
------Attention: Eileen Sawyer ----------
------Electronic Mail: roberto.ruiz@ccgc.com.do----------

-----Eleven: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

-----Twelve: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the remaining provisions of this Deed will continue in full

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force and effect.----------

-----Thirteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver such documents or instruments, public or private, which may be necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any correction deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of Buyer, except that each party shall bear the fees of their respective counsel.----------

---**FOURTH:** Non-Resident Withholding. The authorizing Notary advises the parties that Section 1062.08 (g) of the Puerto Rico Internal Revenue Code of 2011, as amended (the "Tax Code"), 13 L.P.R.A. § 30278, requires the buyer of real property to withhold an amount equivalent to fifteen percent (15%) of the purchase price, to any United States citizen not residing in Puerto Rico during the tax year on which the sale transaction is consummated. For purposes of the relevant provisions of the Tax Code, "purchase price" means the total payment(s) made by the buyer under the purchase deed, reduced by: ----------

-----(a) the price for which seller acquired the property, as reflected in the corresponding public deed or private acquisition instrument. ----------

-----(b) the notarial tariff, internal revenue stamps and recordation fees paid by seller in connection with the cancellation of mortgages over the property; and ----------

-----(c) the commission paid by seller to the real estate agent in connection with the sale of the property.----------

---The Tax Code does not allow for any deduction in addition to the above items. Buyer is hereby advised by the Notary that if the non-

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resident withholding is not made as required by the Tax Code, Buyer will be liable before the Secretary of the Treasury for the payment of all amounts that should have been withheld. ----------

---**FIFTH:** The Notary advises Buyer as to the importance of filing the corresponding property change of ownership application before the CRIM, and to obtain, prior to the execution of this deed, a certification indicating whether any sums related to property taxes are owed by Sellers. Pursuant to applicable law, Buyer is responsible for filing at the CRIM the corresponding application for property tax exemption and /or change of ownership, within thirty (30) days from the date of execution hereof. Buyer hereby declares that it is fully aware of the aforementioned obligations and releases the undersigned Notary from this responsibility.

----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ---

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstract was prepared by Capital Title Services Inc. and is dated October thirty (30), two thousand twenty-three (2023);----------

-----(c) that after the date of such title abstract and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry as of the date of

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the title abstract.----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification; ----------

-----(e) of the right of the Buyer to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.;----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property;----------

-----(h) of the importance of recording a copy of this deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this deed is not recorded at the Registry;----------

-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property;----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations;----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its contents.----------

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-----(l) of the need and consequences to the Sellers of filing the *Planilla Informativa Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles* with the Puerto Rico Treasury Department; and ----------

-----(m) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et seq.*, is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Sellers, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the Sellers and their agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed. ----------

----------**READING, ACCEPTANCE AND EXECUTION** ----------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their

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initials on each page thereof. ----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

---Signed, sealed, marked and flourished by the authorizing Notary, Jorge Antonio Morales Cordero. ----------

---Therein also appear the signature of the appearing parties and their initials on the margin of each page. The corresponding internal revenue stamps, legal assistant stamps and the notarial tax stamp are adhered thereon. ----------

---I, the Notary, CERTIFY that the foregoing is a true and exact copy of Deed Number Thirty-Seven (37), which contains twelve (12) pages (folios), the original of which forms part of my protocol of public instruments for the year two thousand twenty-three (2023). ----------

---IN WITNESS WHEREOF, and to deliver to Cabo Rojo Land Acquisition LLC, I issue the first certified copy, which I sign, seal, mark and flourish in San Juan, Puerto Rico, on November nine (9), two thousand twenty-three (2023). ----------

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NOTARY

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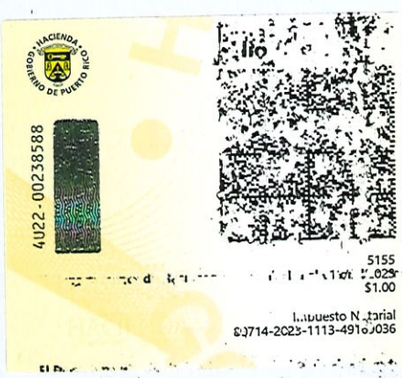



DEPARTAMENTO *de* JUSTICIA
ESTADO LIBRE ASOCIADO DE PUERTO RICO

CERTIFICACIÓN DEL NOTARIO QUE PRESENTA DOCUMENTO EN EL REGISTRO DE LA PROPIEDAD INMOBILIARIA DE PUERTO RICO POR LA VÍA TELEMÁTICA

CERTIFICO: Que la copia en formato PDF de la Escritura Núm. Treinta y Siete (37), sobre Compraventa ("*Purchase and Sale*"), autorizada por mí en San Juan el nueve (9) de noviembre de dos mil veintitrés (2023), que estoy presentando en esta fecha en el Registro de la Propiedad, es una copia fiel y exacta de la copia certificada de dicha escritura.

En San Juan, Puerto Rico, hoy trece (13) de noviembre de dos mil veintitrés (2023).

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Notario

CONTRATO DE PROMESA RECIPROCA DE COMPRAVENTA

En San Juan, Puerto Rico, a dos (2) de octubre de dos mil veintitrés (2023),

COMPARECEN:

DE LA PRIMERA PARTE: FIDEICOMISO I.V.G., un fideicomiso organizado y existente al amparo de las leyes de Puerto Rico, creado mediante la Escritura Número Treinta y Cuatro (34), otorgada en Mayaguez, Puerto Rico, el dieciocho (18) de agosto del año dos mil nueve (2009), ante el notario público Luis Roberto Santos (en adelante el "FIDEICOMISO"). Comparece en representación del FIDEICOMISO, su fiduciaria, PEMARIS GONZALEZ SUAREZ, quien es mayor de edad, soltera, ama de casa y vecina de Cabo Rojo, Puerto Rico (en adelante la "FIDUCIARIA");

DE LA SEGUNDA PARTE: ILLIANEDMARIS VEGA GONZALEZ, mayor de edad, soltera, propietaria y vecina de Barceloneta, Puerto Rico, quien comparece a este contrato en su carácter de beneficiaria del FIDEICOMISO (en adelante la "BENEFICIARIA" o "ILLIANEDMARIS");

DE LA TERCERA PARTE: PEMARIS GONZALEZ SUAREZ, en su carácter personal, quien es mayor de edad, soltera, ama de casa y vecina de Barceloneta, Puerto Rico (en adelante "PEMARIS");

D.F.R. I.V.G. I.V.G.

DE LA CUARTA PARTE: BAHIA BONITA, INC., una corporación que fue organizada y existente al amparo de las leyes de Puerto Rico con el número de registro uno tres nueve tres cuatro cuatro (139344), cuyo Certificado de Incorporación fue revocado el día dieciséis (16) de abril de dos mil catorce (2014) a las doce y un minuto de la mañana (12:01 am) (en adelante "BAHIA BONITA"), representada en este contrato por ILLIANEDMARIS, quien es la única heredera del único accionista conocido de BAHIA BONITA, el fenecido Francisco Vega Montalvo.

DE LA QUINTA PARTE: CABO ROJO LAND ACQUISITION LLC (en adelante la "COMPRADORA" o la "PARTE COMPRADORA"), una sociedad de responsabilidad limitada organizada y existente al amparo de las leyes del Estado Libre Asociado de Puerto Rico, con el número de seguro social patronal 66-0920011, representada en este contrato por su Representante Autorizada, GLADYS OMAYRA FONTANEZ REYES, mayor de edad, soltera, abogada y vecina de San Juan, Puerto Rico, quien está debidamente autorizada para representar a la COMPRADORA en el presente contrato, según surge de "Certificate of Resolution of CABO ROJO LAND ACQUISITION LLC", firmada en Nueva York, Estados Unidos de América, por Eileen Sawyer, en su capacidad de gerente de CABO ROJO LAND ACQUISITION LLC, el veintiuno (21) de septiembre de dos mil veintitrés (2023), ante el notario público de Nueva York Eric Orenstein; y

DE LA SEXTA PARTE: JOSÉ ENRIQUE PEREZ CRUZ, también conocido como José E. Pérez (en adelante el "CORREDOR"), quien es mayor de edad, casado, vecino

de Bayamón, Puerto Rico y corredor de bienes raíces con licencia de Puerto Rico número 10478; y libre y voluntariamente

EXPONEN Y CONVIENEN:

PRIMERO: BAHIA BONITA es dueña en pleno y absoluto dominio y tiene la posesión quieta y pacífica de una (1) parcela de terreno localizada en Boquerón, Cabo Rojo, Puerto Rico, la cual tiene la siguiente descripción legal según el Registro de la Propiedad de Puerto Rico (el "Registro") y la cual será denominada el "INMUEBLE UNO (1)" en adelante en el presente contrato:

INMUEBLE UNO (1)

"RUSTICA: Parcela marcada con el número treinta y cuatro (34) del Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida de cinco cuerdas (5.0000 cdas.) equivalentes a una (1) hectárea, noventa y seis (96) áreas, y sesenta (60) centiáreas. En lindes, por el NORTE, con las parcelas número veinte (20) y veintiuno (21) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela; por el SUR, con la parcela número treinta y cinco (35) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela; por el ESTE, con la parcela número ciento diez (110) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela; y por el OESTE, con las parcelas número veintidós (22) y veintitrés (23) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela.

El INMUEBLE UNO (1) está inscrito a favor de BAHIA BONITA al folio doscientos sesenta y cinco (265) del tomo quinientos nueve (509) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos ochenta y seis (18,786).

BAHIA BONITA adquirió el INMUEBLE UNO (1), mediante la escritura número cincuenta y ocho (58), otorgada en Mayaguez, Puerto Rico, el día seis (6) de abril de dos mil cuatro, ante el notario público Luis Roberto Santos, inscrita al folio ciento veintisiete (127) del tomo ochocientos cuarenta y uno (841) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos ochenta y seis (18,786), inscripción cuarta (4ta.).

Según el Registro, el INMUEBLE UNO (1), por su procedencia, está libre de cargas y gravámenes.

Según el Registro, por sí, el INMUEBLE UNO (1) está sujeto a:

(a) Condiciones Restrictivas, constituidas mediante la escritura número ciento treinta y tres (133), otorgada en Mayaguez, Puerto Rico, el día veinte (20) de noviembre de dos

mil tres (2003), ante el notario público Luis Roberto Santos, inscrita al folio ciento veintisiete (127) del tomo ochocientos cuarenta y uno (841) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos ochenta y seis (18,786), inscripción tercera (3ra.); y

(b) Hipoteca en garantía de un pagaré a favor del portador, o a su orden, por la suma de principal de un millón quinientos setenta y un mil cuatrocientos veintiocho dólares con cincuenta y cuatro centavos ($1,571,428.54), de los cuales el INMUEBLE UNO (1) responde por ciento cuarenta y dos mil ochocientos cincuenta y siete dólares con catorce centavos ($142,857.14), sin intereses, vencedero a la presentación, constituida la hipoteca mediante la escritura número cincuenta y nueve (59) otorgada en Mayaguez, Puerto Rico, el día seis (6) de abril de dos mil cuatro (2004), ante el notario público Luis Roberto Santos, e inscrita al folio ciento veintisiete (127) del tomo ochocientos cuarenta y uno (841) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos ochenta y seis (18,786), inscripción quinta (5ta.).

El número de catastro asignado por el Centro de Recaudación de Ingresos Municipales ("CRIM") al INMUEBLE UNO (1) es el cuatrocientos dos guión cero diecinueve guión trescientos veintisiete guión sesenta y ocho guión cero cero cero (402-019-327-68-000).

SEGUNDO: El FIDEICOMISO es dueño en pleno y absoluto dominio y tiene la posesión quieta y pacífica de una (1) parcela de terreno localizada en Boquerón, Cabo Rojo, Puerto Rico, la cual tiene la siguiente descripción legal según el Registro y la cual será denominada el "INMUEBLE DOS (2)" en adelante en el presente contrato:

INMUEBLE DOS (2)

"RUSTICA: Parcela marcada con el número treinta y cinco (35) del Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de diecinueve mil seiscientos cincuenta y nueve punto veinticinco metro cuadrados (19,659.25 m.c.), equivalentes a cinco punto cero cero diecinueve (5.0019) cuerdas. En lindes, por el NORTE, con su camino de acceso de once (11.00) metros de ancho el cual lo separa de la parcela doce (12) de Monte Carlo Development Corporation y de la parcela cuarenta y siete (47) de Ricardo E. Carlo Díaz; por el SUR, con Carment Cecilia Fas; por el ESTE, con la parcela número cincuenta y dos (52) de Monte Carlo Development Corporation; y por el OESTE, con la parcela número treinta y seis (36) de Carlos J. Meléndez, antes Monte Carlo Development Corporation."

El INMUEBLE DOS (2) está inscrito al folio doscientos setenta y uno (271) del tomo quinientos nueve (509) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos ochenta y siete (18,787).

El FIDEICOMISO adquirió el INMUEBLE DOS (2), mediante cesión y transferencia que le hiciera BAHIA BONITA al FIDEICOMISO mediante la escritura número treinta y cuatro (34), otorgada en Mayaguez, Puerto Rico, el día dieciocho (18) de agosto de dos mil nueve (2009), ante el notario público Luis Roberto Santos (en adelante la "ESCRITURA 34"), presentada el día veintiséis (26) de agosto de dos mil nueve (2009) al asiento novecientos (900) del diario setecientos sesenta y ocho (768) de Cabo Rojo, Sección de San Germán del Registro y vuelta a presentar el día veintisiete (27) de noviembre de dos mil veintidós (2022), al asiento dos mil veintidós guión uno cinco uno seis uno tres guión SG cero uno (2022-151613-SG01) del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

Según el Registro, el INMUEBLE DOS (2), por su procedencia, está libre de cargas y gravámenes.

Según el Registro, por sí, el INMUEBLE DOS (2) está sujeto a:

(a) Condiciones Restrictivas, constituidas mediante la escritura número ciento treinta y tres (133), otorgada en Mayaguez, Puerto Rico, el día veinte (20) de noviembre de dos mil tres (2003), ante el notario público Luis Roberto Santos, inscrita al folio ciento treinta y seis (136) del tomo ochocientos cuarenta y uno (841) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos ochenta y siete (18,787), inscripción tercera (3ra.);

(b) Hipoteca en garantía de un pagaré a favor del portador, o a su orden, por la suma de principal de un millón quinientos setenta y un mil cuatrocientos veintiocho dólares con cincuenta y cuatro centavos ($1,571,428.54), de los cuales el INMUEBLE DOS (2) responde por ciento cuarenta y dos mil ochocientos cincuenta y siete dólares con catorce centavos ($142,857.14), sin intereses, vencedero a la presentación, constituida la hipoteca mediante la escritura número cincuenta y nueve (59) otorgada en Mayaguez, Puerto Rico, el día seis (6) de abril de dos mil cuatro (2004), ante el notario público Luis Roberto Santos, e inscrita al folio ciento treinta y seis (136) del tomo ochocientos cuarenta y uno (841) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos ochenta y siete (18,787), inscripción quinta (5ta.); y

(c) Hipoteca en garantía de un pagaré a favor de PEMARIS y Fernando Alberto Diez Antongiorgi, o a su orden, por la suma principal de un millón ochocientos mil dólares ($1,800,000), respondiendo el INMUEBLE DOS (2) por cien mil dólares ($100,000), sin intereses, vencedero en cinco (5) años, constituida la hipoteca mediante la escritura número treinta y cinco (35), otorgada en Mayaguez, Puerto Rico, el día dieciocho (18) de agosto de dos mil nueve (2009), ante el notario público Luis Roberto Santos, presentada el día veintiséis (26) de agosto de dos mil nueve (2009), al asiento novecientos uno (901), del diario setecientos sesenta y ocho (768) de Cabo Rojo, Sección de San Germán del Registro y vuelta a presentar el día veintidós (22) de noviembre de dos mil veintidós (2022), al asiento dos mil veintidós guión uno cinco uno seis dos tres guión SG cero uno (2022-151623-SG01 del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

El número de catastro asignado por el CRIM al INMUEBLE DOS (2) es el cuatrocientos dos guión cero veintinueve guión trescientos veintisiete guión cincuenta y siete guión cero cero cero (402-029-327-57-000).

TERCERO: El FIDEICOMISO es dueño en pleno y absoluto dominio y tiene la posesión quieta y pacífica de una (1) parcela de terreno localizada en Boquerón, Cabo Rojo, Puerto Rico, la cual tiene la siguiente descripción legal según el Registro y la cual será denominada el "INMUEBLE TRES (3)" en adelante en el presente contrato:

INMUEBLE TRES (3)

"RUSTICA: Parcela número cuarenta y cinco (45), radicada en el Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida de cinco cuerdas (5.0000 cdas.) equivalentes a una (1) hectárea, noventa y seis (96) áreas, y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número cuarenta y cuatro (44) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela; por el SUR, con la parcela número cuarenta y seis (46) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela; por el ESTE, con la parcela número ciento diez (110) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela; y por el OESTE, con la parcela número ocho (8) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela."

El INMUEBLE TRES (3) está inscrito al folio siete (7) del tomo quinientos diez (510) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos noventa y tres (18,793).

G.D.F.R.
I.V.G.
I.V.G.
FGS
FGS
JEP

El FIDEICOMISO adquirió el INMUEBLE TRES (3), mediante cesión y transferencia que le hiciera BAHIA BONITA al FIDEICOMISO mediante la ESCRITURA 34, presentada el día veintiséis (26) de agosto de dos mil nueve (2009) al asiento novecientos (900) del diario setecientos sesenta y ocho (768) de Cabo Rojo, Sección de San Germán del Registro y vuelta a presentar el día veintisiete (27) de noviembre de dos mil veintidós (2022), al asiento dos mil veintidós guión uno cinco uno seis uno tres guión SG cero uno (2022-151613-SG01) del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

Según el Registro, el INMUEBLE TRES (3), por su procedencia, está libre de cargas y gravámenes.

Según el Registro, por sí, el INMUEBLE TRES (3) está sujeto a:

(a) Condiciones Restrictivas, constituidas mediante la escritura número ciento treinta y tres (133), otorgada en Mayaguez, Puerto Rico, el día veinte (20) de noviembre de dos mil tres (2003), ante el notario público Luis Roberto Santos, inscrita al folio ciento setenta y cinco (175) del tomo ochocientos cuarenta y uno (841) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos noventa y tres (18,793), inscripción tercera (3ra.);

(b) Hipoteca en garantía de un pagaré a favor del portador, o a su orden, por la suma de principal de un millón quinientos setenta y un mil cuatrocientos veintiocho dólares con cincuenta y cuatro centavos ($1,571,428.54), de los cuales el INMUEBLE TRES (3) responde por ciento cuarenta y dos mil ochocientos cincuenta y siete dólares con catorce centavos ($142,857.14), sin intereses, vencedero a la presentación, constituida la hipoteca mediante la escritura número cincuenta y nueve (59) otorgada en Mayaguez, Puerto Rico, el día seis (6) de abril de dos mil cuatro (2004), ante el notario público Luis Roberto Santos, e inscrita al folio ciento setenta y cinco (175) del tomo ochocientos cuarenta y uno (841) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos noventa y tres (18,793), inscripción quinta (5ta.); y

(c) Hipoteca en garantía de un pagaré a favor de PEMARIS y Fernando Alberto Diez Antongiorgi, o a su orden, por la suma principal de un millón ochocientos mil dólares ($1,800,000), respondiendo el INMUEBLE TRES (3) por doscientos mil dólares ($200,000), sin intereses, vencedero en cinco (5) años, constituida la hipoteca mediante la escritura número treinta y cinco (35), otorgada en Mayaguez, Puerto Rico, el día dieciocho (18) de agosto de dos mil nueve (2009), ante el notario público Luis Roberto Santos, presentada el día veintiséis (26) de agosto de dos mil nueve (2009), al asiento novecientos uno (901), del diario setecientos sesenta y ocho (768) de Cabo Rojo, Sección de San Germán del Registro y vuelta a presentar el día veintidós (22) de noviembre de dos mil veintidós (2022), al asiento dos mil veintidós guión uno cinco uno seis dos tres guión SG cero uno (2022-151623-SG01 del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

AFR. I.V.G. I.V.G.

El número de catastro asignado por el CRIM al INMUEBLE TRES (3) es el cuatrocientos dos guión cero cero nuevo guión trescientos veintisiete guión ochenta y seis guión cero cero cero (402-009-327-86-000).

CUARTO: El FIDEICOMISO es dueño en pleno y absoluto dominio y tiene la posesión quieta y pacífica de una (1) parcela de terreno localizada en Boquerón, Cabo Rojo, Puerto Rico, la cual tiene la siguiente descripción legal según el Registro y la cual será denominada el "INMUEBLE CUATRO (4)" en adelante en el presente contrato:

INMUEBLE CUATRO (4)

"RUSTICA: Parcela número ciento cuatro (104), radicada en el Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida de cinco cuerdas (5.0000 cdas.) equivalentes a una (1) hectárea, noventa y seis (96) áreas, y sesenta (60) centiáreas. En lindes, por el

NORTE, con las parcelas número ciento doce (112) y ciento trece (113) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela; por el SUR, con la parcela número ciento nueve (109) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela; por el ESTE, con la sucesión Morales Díaz; y por el OESTE, con la parcela número cuarenta y tres (43) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela."

El INMUEBLE CUATRO (4) está inscrito al folio doscientos setenta y siete (277) del tomo quinientos diez (510) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil ochocientos treinta y ocho (18,838).

El FIDEICOMISO adquirió el INMUEBLE CUATRO (4), mediante cesión y transferencia que le hiciera BAHIA BONITA al FIDEICOMISO mediante la ESCRITURA 34, presentada el día veintiséis (26) de agosto de dos mil nueve (2009) al asiento novecientos (900) del diario setecientos sesenta y ocho (768) de Cabo Rojo, Sección de San Germán del Registro y vuelta a presentar el día veintisiete (27) de noviembre de dos mil veintidós (2022), al asiento dos mil veintidós guión uno cinco uno seis uno tres guión SG cero uno (2022-151613-SG01) del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

Según el Registro, el INMUEBLE CUATRO (4), por su procedencia, está libre de cargas y gravámenes.

Según el Registro, por sí, el INMUEBLE CUATRO (4) está sujeto a:

(a) Condiciones Restrictivas, constituidas mediante la escritura número ciento treinta y tres (133), otorgada en Mayaguez, Puerto Rico, el día veinte (20) de noviembre de dos mil tres (2003), ante el notario público Luis Roberto Santos, inscrita al folio ciento veinticuatro (124) del tomo ochocientos cuarenta y tres (843) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil ochocientos treinta y ocho (18,838), inscripción tercera (3ra.);

J.O.F.R. I.V.G. I.V.G.

(b) Hipoteca en garantía de un pagaré a favor del portador, o a su orden, por la suma de principal de un millón quinientos setenta y un mil cuatrocientos veintiocho dólares con cincuenta y cuatro centavos ($1,571,428.54), de los cuales el INMUEBLE CINCO (5) responde por ciento cuarenta y dos mil ochocientos cincuenta y siete dólares con catorce centavos ($142,857.14), sin intereses, vencedero a la presentación, constituida la hipoteca mediante la escritura número cincuenta y nueve (59) otorgada en Mayaguez, Puerto Rico, el día seis (6) de abril de dos mil cuatro (2004), ante el notario público Luis Roberto Santos, e inscrita al folio ciento veinticuatro (124) del tomo ochocientos cuarenta y tres (843) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil ochocientos treinta y ocho (18,838), inscripción quinta (5ta.); y

(c) Hipoteca en garantía de un pagaré a favor de PEMARIS y Fernando Alberto Diez Antongiorgi, o a su orden, por la suma principal de un millón ochocientos mil dólares ($1,800,000), respondiendo el INMUEBLE CUATRO (4) por doscientos mil dólares ($200,000), sin intereses, vencedero en cinco (5) años, constituida la hipoteca mediante la escritura número treinta y cinco (35), otorgada en Mayaguez, Puerto Rico, el día dieciocho (18) de agosto de dos mil nueve (2009), ante el notario público Luis Roberto Santos, presentada el día veintiséis (26) de agosto de dos mil nueve (2009), al asiento novecientos uno (901), del diario setecientos sesenta y ocho (768) de Cabo Rojo, Sección de San Germán del Registro y vuelta a presentar el día veintidós (22) de noviembre de dos mil veintidós (2022), al asiento dos mil veintidós guión uno cinco uno seis dos tres guión SG cero uno (2022-151623-SG01 del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

El número de catastro asignado por CRIM al INMUEBLE CUATRO (4) es el cuatrocientos dos guión cero cero nueve guión trescientos veintisiete guión ochenta y dos guión cero cero cero (402-009-327-82-000).

QUINTO: El FIDEICOMISO es dueño en pleno y absoluto dominio y tiene la posesión quieta y pacífica de una (1) parcela de terreno localizada en Boquerón, Cabo Rojo, Puerto Rico, la cual tiene la siguiente descripción legal según el Registro y la cual será denominada el "INMUEBLE CINCO (5)" en adelante en el presente contrato:

INMUEBLE CINCO (5)

"RUSTICA: Parcela número ciento diez (110), radicada en el Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida de cinco cuerdas (5.0000 cdas.) equivalentes a una (1) hectárea, noventa y seis (96) áreas, y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número ciento nueve (109) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela; por el SUR, con la parcela número ciento once (111) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela; por el ESTE, con la sucesión Morales Díaz; y por el OESTE, con la parcela número cuarenta y cinco (45) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela."

J.D.F.R.
E.V.G.
I.V.G.

El INMUEBLE CINCO (5) está inscrito al folio trece (13) del tomo quinientos once (511) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil ochocientos cuarenta y cuatro (18,844).

El FIDEICOMISO adquirió el INMUEBLE CINCO (5), mediante cesión y transferencia que le hiciera BAHIA BONITA al FIDEICOMISO mediante la ESCRITURA 34, presentada el día veintiséis (26) de agosto de dos mil nueve (2009) al asiento novecientos (900) del diario setecientos sesenta y ocho (768) de Cabo Rojo, Sección de San Germán del Registro y vuelta a presentar el día veintisiete (27) de noviembre de dos mil veintidós

(2022), al asiento dos mil veintidós guión uno cinco uno seis uno tres guión SG cero uno (2022-151613-SG01) del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

Según el Registro, el INMUEBLE CINCO (5), por su procedencia, está libre de cargas y gravámenes.

Según el Registro, por sí, el INMUEBLE CINCO (5) está sujeto a:

(a) Condiciones Restrictivas, constituidas mediante la escritura número ciento treinta y tres (133), otorgada en Mayaguez, Puerto Rico, el día veinte (20) de noviembre de dos mil tres (2003), ante el notario público Luis Roberto Santos, inscrita al folio ciento treinta y nueve (139) del tomo ochocientos cuarenta y tres (843) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil ochocientos cuarenta y cuatro (18,844), inscripción tercera (3ra.);

(b) Hipoteca en garantía de un pagaré a favor del portador, o a su orden, por la suma de principal de un millón quinientos setenta y un mil cuatrocientos veintiocho dólares con cincuenta y cuatro centavos ($1,571,428.54), de los cuales el INMUEBLE CINCO (5) responde por ciento cuarenta y dos mil ochocientos cincuenta y siete dólares con catorce centavos ($142,857.14), sin intereses, vencedero a la presentación, constituida la hipoteca mediante la escritura número cincuenta y nueve (59) otorgada en Mayaguez, Puerto Rico, el día seis (6) de abril de dos mil cuatro (2004), ante el notario público Luis Roberto Santos, e inscrita al folio ciento treinta y nueve (139) del tomo ochocientos cuarenta y tres (843) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil ochocientos cuarenta y cuatro (18,844), inscripción quinta (5ta.); y

(c) Hipoteca en garantía de un pagaré a favor de PEMARIS y Fernando Alberto Diez Antongiorgi, o a su orden, por la suma principal de un millón ochocientos mil dólares ($1,800,000), respondiendo el INMUEBLE CINCO (5) por doscientos mil dólares ($200,000), sin intereses, vencedero en cinco (5) años, constituida la hipoteca mediante la escritura número treinta y cinco (35), otorgada en Mayaguez, Puerto Rico, el día dieciocho (18) de agosto de dos mil nueve (2009), ante el notario público Luis Roberto Santos, presentada el día veintiséis (26) de agosto de dos mil nueve (2009), al asiento novecientos uno (901), del diario setecientos sesenta y ocho (768) de Cabo Rojo, Sección de San Germán del Registro y vuelta a presentar el día veintidós (22) de noviembre de dos mil veintidós (2022), al asiento dos mil veintidós guión uno cinco uno seis dos tres guión SG cero uno (2022-151623-SG01 del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

6.D.F.R.
I.V.G.
I.V.G.
AEP

El número de catastro asignado por el CRIM al INMUEBLE CINCO (5) es el cuatrocientos dos guión cero cero nueve trescientos veintisiete guión ochenta y siete guión cero cero cero (402-009-327-87-000).

SEXTO: El FIDEICOMISO es dueño en pleno y absoluto dominio y tiene la posesión quieta y pacífica de una (1) parcela de terreno localizada en Boquerón, Cabo Rojo, Puerto Rico, la cual tiene la siguiente descripción legal según el Registro y la cual será denominada el "INMUEBLE SEIS (6)" en adelante en el presente contrato:

INMUEBLE SEIS (6)

"RUSTICA: Parcela número ciento once (111), radicada en el Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida de cinco cuerdas (5.0000 cdas.) equivalentes a una (1) hectárea, noventa y seis (96) áreas, y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número ciento diez (110) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela; por el SUR, con la parcela número cincuenta y ocho (58) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela; por el ESTE, con la sucesión Morales Díaz; y por el OESTE, con la parcela número cuarenta y seis (46) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) meteros pertenecen a esta parcela."

El INMUEBLE SEIS (6) está inscrito al folio diecinueve (19) del tomo quinientos once (511) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil ochocientos cuarenta y cinco (18,845).

El FIDEICOMISO adquirió el INMUEBLE SEIS (6), mediante cesión y transferencia que le hiciera BAHIA BONITA al FIDEICOMISO mediante la ESCRITURA 34, presentada el día veintiséis (26) de agosto de dos mil nueve (2009) al asiento novecientos (900) del diario setecientos sesenta y ocho (768) de Cabo Rojo, Sección de San Germán del Registro y vuelta a presentar el día veintisiete (27) de noviembre de dos mil veintidós (2022), al asiento dos mil veintidós guión uno cinco uno seis uno tres guión SG cero uno (2022-151613-SG01) del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

J.F.R.

Según el Registro, el INMUEBLE SEIS (6), por su procedencia, está libre de cargas y gravámenes.

I.V.G.

I.V.G.

Según el Registro, por sí, el INMUEBLE SEIS (6) está sujeto a:

(a) Hipoteca en garantía de un pagaré a favor del portador, o a su orden, por la suma de principal de un millón quinientos setenta y un mil cuatrocientos veintiocho dólares con cincuenta y cuatro centavos ($1,571,428.54), de los cuales el INMUEBLE SEIS (6) responde por ciento cuarenta y dos mil ochocientos cincuenta y siete dólares con catorce centavos ($142,857.14), sin intereses, vencedero a la presentación, constituida la hipoteca mediante la escritura número cincuenta y nueve (59) otorgada en Mayaguez, Puerto Rico, el día seis (6) de abril de dos mil cuatro (2004), ante el notario público Luis Roberto Santos, e inscrita al folio uno (1) del tomo ochocientos cincuenta y siete (857)

de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil ochocientos cuarenta y cinco (18,845), inscripción cuarta (4ta.); y

(b) Hipoteca en garantía de un pagaré a favor de PEMARIS y Fernando Alberto Diez Antongiorgi, o a su orden, por la suma principal de un millón ochocientos mil dólares ($1,800,000), respondiendo el INMUEBLE SEIS (6) por doscientos mil dólares ($200,000), sin intereses, vencedero en cinco (5) años, constituida la hipoteca mediante la escritura número treinta y cinco (35), otorgada en Mayaguez, Puerto Rico, el día dieciocho (18) de agosto de dos mil nueve (2009), ante el notario público Luis Roberto Santos, presentada el día veintiséis (26) de agosto de dos mil nueve (2009), al asiento novecientos uno (901), del diario setecientos sesenta y ocho (768) de Cabo Rojo, Sección de San Germán del Registro y vuelta a presentar el día veintidós (22) de noviembre de dos mil veintidós (2022), al asiento dos mil veintidós guión uno cinco uno seis dos tres guión SG cero uno (2022-151623-SG01 del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

El número de catastro asignado por el CRIM al INMUEBLE SEIS (6) es el cuatrocientos dos guión cero diecinueve guión trescientos veintisiete guión ochenta y ocho guión cero cero cero (402-019-327-88-000).

SÉPTIMO: El FIDEICOMISO es dueño en pleno y absoluto dominio y tiene la posesión quieta y pacífica de una (1) parcela de terreno localizada en Boquerón, Cabo Rojo, Puerto Rico, la cual tiene la siguiente descripción legal según el Registro y la cual será denominada el "INMUEBLE SIETE (7)" en adelante en el presente contrato:

> "RUSTICA: Parcela número cuarenta y seis (46) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas y en lindes, por el NORTE, con la parcela número cuarenta y cinco (45) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela; por el SUR, con la parcela número cuarenta y siete (47) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela; por el ESTE, con la parcela número ciento once (111) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela; y por el OESTE, con la parcela número ocho (8) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela."

J.D.F.R. I.V.G. I.V.G.

El INMUEBLE SIETE (7) está inscrito al folio sesenta y tres (63) del tomo ciento sesenta y seis (166) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos noventa y cuatro (18,794), inscripción cuarta (4ta.).

El FIDEICOMISO adquirió el INMUEBLE SIETE (7), por cesión y transferencia que le hiciera BAHIA BONITA al FIDEICOMISO mediante la ESCRITURA 34, presentada el día veintiséis (26) de agosto de dos mil nueve (2009) al asiento novecientos (900) del diario

setecientos sesenta y ocho (768) de Cabo Rojo, Sección de San Germán del Registro y vuelta a presentar el día veintisiete (27) de noviembre de dos mil veintidós (2022), al asiento dos mil veintidós guión uno cinco uno seis uno tres guión SG cero uno (2022-151613-SG01) del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

Según el Registro, el INMUEBLE SIETE (7), por su procedencia, está libre de cargas y gravámenes.

Según el Registro, por sí, el INMUEBLE SIETE (7) está sujeto a:

(a) Condiciones Restrictivas, constituidas mediante la escritura número ciento treinta y tres (133), otorgada en Mayaguez, Puerto Rico, el día veinte (20) de noviembre de dos mil tres (2003), ante el notario público Luis Roberto Santos, inscrita al folio ciento setenta y ocho (178) del tomo ochocientos cuarenta y uno (841) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos noventa y cuatro (18,794), inscripción tercera (3ra.);

(b) Hipoteca en garantía de un pagaré a favor del portador, o a su orden, por la suma de principal de un millón quinientos setenta y un mil cuatrocientos veintiocho dólares con cincuenta y cuatro centavos ($1,571,428.54), de los cuales el INMUEBLE SIETE (7) responde por ciento cuarenta y dos mil ochocientos cincuenta y siete dólares con catorce centavos ($142,857.14), sin intereses, vencedero a la presentación, constituida la hipoteca mediante la escritura número cincuenta y nueve (59) otorgada en Mayaguez, Puerto Rico, el día seis (6) de abril de dos mil cuatro (2004), ante el notario público Luis Roberto Santos, e inscrita al folio ciento setenta y ocho (178) del tomo ochocientos cuarenta y uno (841) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil setecientos noventa y cuatro (18,794), inscripción quinta (5ta.); y

(c) Hipoteca en garantía de un pagaré a favor de PEMARIS y Fernando Alberto Diez Antongiorgi, o a su orden, por la suma principal de un millón ochocientos mil dólares ($1,800,000), respondiendo el INMUEBLE SIETE (7) por doscientos mil dólares ($200,000), sin intereses, vencedero en cinco (5) años, constituida la hipoteca mediante la escritura número treinta y cinco (35), otorgada en Mayaguez, Puerto Rico, el día dieciocho (18) de agosto de dos mil nueve (2009), ante el notario público Luis Roberto Santos, presentada el día veintiséis (26) de agosto de dos mil nueve (2009), al asiento novecientos uno (901), del diario setecientos sesenta y ocho (768) de Cabo Rojo, Sección de San Germán del Registro y vuelta a presentar el día veintidós (22) de noviembre de dos mil veintidós (2022), al asiento dos mil veintidós guión uno cinco uno seis dos tres guión SG cero uno (2022-151623-SG01 del Sistema Karibe de Cabo Rojo, Sección de San Germán del Registro.

El número de catastro asignado por el CRIM al INMUEBLE SIETE (7) es el cuatrocientos dos guión cero diecinueve guión trescientos veintisiete guión ochenta y nueve guión cero cero cero (402-019-327-89-000).

OCTAVO: El INMUEBLE UNO (1), el INMUEBLE DOS (2), el INMUEBLE TRES (3), el INMUEBLE CUATRO (4), el INMUEBLE CINCO (5), el INMUEBLE SEIS (6) y el INMUEBLE SIETE (7) serán denominados los "INMUEBLES" en adelante, en conjunto en el presente contrato.

NOVENO: El FIDEICOMISO, BAHIA BONITA e ILLIANEDMARIS serán denominados los "VENDEDORES" en adelante, en conjunto en el presente contrato.

DÉCIMO: Mediante el presente contrato y sin necesidad de documento, trámite o acto adicional alguno, los VENDEDORES se comprometen y obligan irrevocablemente a vender los INMUEBLES a la COMPRADORA y la COMPRADORA se compromete y obliga irrevocablemente a comprarle los INMUEBLES a los VENDEDORES, según los términos y condiciones del presente contrato.

UNDÉCIMO: La(s) escritura(s) de compraventa de los INMUEBLES en virtud del presente contrato (la(s) "ESCRITURA(S) DE COMPRAVENTA") se otorgará(n) ante un notario público escogido por la COMPRADORA.

DUODÉCIMO: El precio de compraventa de cada uno de los INMUEBLES será OCHOCIENTOS MIL DÓLARES ($800,000) pagaderos de la siguiente forma, y el mismo no estará sujeto a condición o ajuste de clase alguna:

AL FIDEICOMISO, EN PAGO DEL INMUEBLE DOS (2), EL INMUEBLE TRES (3), EL INMUEBLE CUATRO (4), EL INMUEBLE CINCO (5), EL INMUEBLE SEIS (6) Y EL INMUEBLE SIETE (7):

12.1. La suma de DOSCIENTOS CUARENTA MIL DÓLARES ($240,000) ha sido entregada al CORREDOR por la COMPRADORA simultáneamente con el otorgamiento del presente contrato para ser retenida a nombre del FIDEICOMISO en plica o "escrow", como depósito de buena fe, y, por dicha suma, el CORREDOR otorga en este acto el más eficaz recibo y formal carta de pago a favor de la COMPRADORA. De dicha suma de DOSCIENTOS CUARENTA MIL DÓLARES ($240,000), CUARENTA MIL DÓLARES ($40,000) corresponden al INMUEBLE DOS (2), CUARENTA MIL DÓLARES ($40,000) corresponden al INMUEBLE TRES (3), CUARENTA MIL DÓLARES ($40,000) corresponden al INMUEBLE CUATRO (4), CUARENTA MIL DÓLARES ($40,000) corresponden al INMUEBLE CINCO (5), CUARENTA MIL DÓLARES corresponden al INMUEBLE SEIS (6) y CUARENTA MIL DÓLARES ($40,000) corresponden al INMUEBLE SIETE (7). Dicha suma será entregada por el CORREDOR al FIDEICOMISO simultáneamente con el otorgamiento de la ESCRITURA DE COMPRAVENTA. Si la ESCRITURA DE COMPRAVENTA no puede otorgarse por razones atribuibles al FIDEICOMISO, dicha suma será devuelta por el CORREDOR a la COMPRADORA, sin intereses.

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12.2. El resto del precio de compraventa correspondiente a los INMUEBLES propiedad del FIDEICOMISO, es decir, la suma de CUATRO MILLONES QUINIENTOS SESENTA MIL DÓLARES ($4,560,000), será pagado en su totalidad por la COMPRADORA al FIDEICOMISO, mediante cheque de gerente, simultáneamente con el otorgamiento de la ESCRITURA DE COMPRAVENTA correspondiente a los INMUEBLES propiedad del FIDEICOMISO. De dicha suma de CUATRO MILLONES QUINIENTOS SESENTA MIL DÓLARES ($4,560,000), SETECIENTOS SESENTA MIL DÓLARES ($760,000) corresponden al INMUEBLE DOS (2), SETECIENTOS SESENTA MIL DÓLARES ($760,000) corresponden al INMUEBLE TRES (3), SETECIENTOS SESENTA MIL DÓLARES ($760,000) corresponden al INMUEBLE CUATRO (4), SETECIENTOS SESENTA MIL DÓLARES corresponden al INMUEBLE CINCO (5), SETECIENTOS SESENTA MIL DÓLARES corresponden al INMUEBLE SEIS (6) y SETECIENTOS SESENTA MIL DÓLARES corresponden al INMUEBLE SIETE (7).

A BAHIA BONITA/ILLIANEDMARIS, EN PAGO DEL INMUEBLE UNO (1):

12.3. La suma de CUARENTA MIL DÓLARES ($40,000) ha sido entregada al CORREDOR por la COMPRADORA simultáneamente con el otorgamiento del presente contrato para ser retenida a nombre de BAHIA BONITA/ ILLIANEDMARIS en plica o "escrow", como depósito de buena fe, y, por dicha suma, el CORREDOR otorga en este acto el más eficaz recibo y formal carta de pago a favor de la COMPRADORA. Dicha suma será entregada por el CORREDOR a BAHIA BONITA/ ILLIANEDMARIS simultáneamente con el otorgamiento de la ESCRITURA DE COMPRAVENTA. Si la ESCRITURA DE COMPRAVENTA no puede otorgarse por razones atribuibles a BAHIA BONITA/ ILLIANEDMARIS, dicha suma será devuelta por el CORREDOR a la COMPRADORA, sin intereses.

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12.4. El resto del precio de compraventa correspondiente al INMUEBLE propiedad de BAHIA BONITA/ ILLIANEDMARIS, es decir, la suma de SETECIENTOS SESENTA MIL DÓLARES ($760,000), será pagada en su totalidad por la COMPRADORA a BAHIA BONITA/ ILLIANEDMARIS, mediante cheque de gerente, simultáneamente con el otorgamiento de la ESCRITURA DE COMPRAVENTA correspondiente al INMUEBLE propiedad de BAHIA BONITA/ ILLIANEDMARIS.

DÉCIMO TERCERO: Al otorgarse la(s) ESCRITURA(S) DE COMPRAVENTA, los VENDEDORES traspasarán a la COMPRADORA título en pleno y absoluto dominio sobre los INMUEBLES, y la posesión de los mismos, libre de cargas, gravámenes y

ocupantes, excepto las condiciones restrictivas antes mencionadas en el presente contrato.

DÉCIMO CUARTO: Antes del otorgamiento de las ESCRITURA(S) DE COMPRAVENTA, o simultáneamente con dicho otorgamiento, los VENDEDORES cancelarán todas las cargas y gravámenes que graven los INMUEBLES, si alguno, excepto las condiciones restrictivas antes mencionadas en el presente contrato. Las escrituras públicas de cancelación de dichas cargas y gravámenes se otorgarán ante un notario público escogido por la COMPRADORA. Los honorarios notariales, sellos, comprobantes y derechos de inscripción de dicha(s) escritura(s) de cancelación, si alguna, serán por cuenta y cargo de los VENDEDORES.

DÉCIMO QUINTO: Según antes se ha expresado, las ESCRITURA(S) DE COMPRAVENTA se otorgarán ante un notario público escogido por la COMPRADORA. Los honorarios notariales, sellos en el original y primera copia certificada y derechos de inscripción de las ESCRITURA(S) DE COMPRAVENTA serán por cuenta y cargo de la COMPRADORA.

DÉCIMO SEXTO: Las ESCRITURA(S) DE COMPRAVENTA se otorgarán dentro de los treinta (30) días calendario siguientes a lo último que ocurra de los siguientes eventos:

16.1. La ESCRITURA 34 sea subsanada para asignarle a cada una de las parcelas que fueron cedidas y traspasadas por BAHIA BONITA al FIDEICOMISO un valor de cesión y traspaso;

16.2. La ESCRITURA 34 sea subsanada de modo que las descripciones legales de los INMUEBLES que fueron cedidos y traspasados por BAHIA BONITA al FIDEICOMISO, coincidan con las descripciones legales que surgen del Registro y para que comparezca PEMARIS, aceptando su designación como fiduciaria del FIDEICOMISO;

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16.3. Se restituya como corporación activa a BAHIA BONITA;

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16.4. PEMARIS ratifique su aceptación al cargo de fiduciaria del FIDEICOMISO, ya que ella no compareció a la ESCRITURA 34;

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16.5. Se verifique mediante testamento o resolución del Tribunal en Declaratoria de Herederos, que la única heredera de Francisco Vega Montalvo es ILLIANEDMARIS; y

16.6. Se obtenga la planilla de caudal relicto y el relevo del Departamento de Hacienda de Puerto Rico del caudal relicto de Francisco Vega Montalvo.

Los actos numerados en los incisos 16.1. al 16.6., ambos inclusive, del presente contrato deberán ser ante un notario público aceptable a los VENDEDORES.

DÉCIMO SÉPTIMO: Los VENDEDORES reconocen que se incurrirá en gastos para poder cumplir con todo lo provisto en el párrafo DÉCIMO SEXTO, *supra*. Mediante el presente contrato, los VENDEDORES autorizan al CORREDOR a desembolsar hasta un máximo de TREINTA MIL DÓLARES ($30,000) para cubrir dichos gastos. Será necesario proveer evidencia de gastos incurridos y o facturas a tales efectos al CORREDOR quien hará los desembolsos necesarios. El pago de gastos a realizarse en virtud de este párrafo DÉCIMO SÉPTIMO se hará por gastos incurridos durante la vida del presente contrato y previo al otorgamiento de la(s) ESCRITURA(s) DE COMPRAVENTA.

DÉCIMO OCTAVO: En o antes del otorgamiento de la(s) ESCRITURA(S) DE COMPRAVENTA, los VENDEDORES otorgarán cuantos documentos sean necesarios para cancelar (i) la hipoteca constituida mediante la escritura número cincuenta y nueve (59) otorgada en Mayaguez, Puerto Rico, el día seis (6) de abril de dos mil cuatro (2004), ante el notario público Luis Roberto Santos, que grava los INMUEBLES; y (ii) la hipoteca constituida mediante la escritura número treinta y cinco (35), otorgada en Mayaguez, Puerto Rico, el día dieciocho (18) de agosto de dos mil nueve (2009), ante el notario público Luis Roberto Santos que grava los INMUEBLES. Estas cancelaciones serán hechas ante un notario público seleccionado por la COMPRADORA y pagado por los VENDEDORES. Todos los sellos, comprobantes y derechos de inscripción correspondientes al original y primera copia certificada de cada una de las escrituras de cancelación de las hipotecas antes mencionadas serán por cuenta y cargo de los VENDEDORES.

DÉCIMO NOVENO: El CORREDOR ha actuado como corredor e intermediario en la transacción objeto del presente contrato, en representación de la COMPRADORA, y sus honorarios por dichos servicios serán pagados por la COMPRADORA simultáneamente con el otorgamiento de cada una de las ESCRITURA(S) DE COMPRAVENTA. Dichos honorarios serán equivalentes al cinco por ciento (5%) del precio de compraventa de cada uno de los INMUEBLES. Los VENDEDORES no serán responsables del pago de comisión alguna al CORREDOR.

VIGÉSIMO: Las contribuciones sobre la propiedad inmueble y contribución especial (Ley 7), si alguna, correspondientes a los INMUEBLES serán por cuenta y cargo de los VENDEDORES hasta la fecha del otorgamiento de las ESCRITURA(S) DE COMPRAVENTA y por cuenta y cargo de la COMPRADORA a partir de entonces.

VIGÉSIMO PRIMERO: Al otorgarse la cada una de las ESCRITURA(S) DE COMPRAVENTA, la COMPRADORA comprará los INMUEBLES como están, donde están ("as are, where are"), descansando en su propia inspección de los INMUEBLES y no en representación alguna por parte de los VENDEDORES acerca de la condición física de los INMUEBLES, la posibilidad de su desarrollo y/o la posibilidad de obtener permisos, aprobaciones y/o endosos para su desarrollo y/o para construcciones en el mismo.

VIGÉSIMO SEGUNDO: Durante el término que transcurra entre la fecha del otorgamiento del presente contrato y la fecha de otorgamiento de las ESCRITURA(S) DE COMPRAVENTA, la COMPRADORA queda autorizada para gestionar la obtención de aprobaciones, permisos y endosos para el desarrollo en los INMUEBLES o parte(s) de los mismos de un proyecto residencial, recreacional y turístico y los VENDEDORES se comprometen a confirmar esta autorización por escrito si así se lo requiriere la COMPRADORA para presentar a las agencias y entidades gubernamentales o privadas correspondientes. Durante el referido término, la COMPRADORA y sus empleados, agentes y/o contratistas estarán autorizados a entrar a los INMUEBLES para hacer estudios, tomar medidas y examinarlos, en días y horas laborables. Todas las personas que entren a los INMUEBLES en virtud de la presente autorización serán responsable de los daños que allí sufran o causen. Todo empleado que entre a los INMUEBLES en virtud de esta autorización deberá estar cubierto por una póliza del Fondo del Seguro del Estado y/o, si aplicable, del Seguro Choferil. La COMPRADORA obtendrá, a su costo, póliza(s) de responsabilidad pública para cubrir daños sufridos o causados en los INMUEBLES por las personas que entren a los mismos durante el referido término, en virtud de la presente autorización. Los VENDEDORES será co-asegurada en dicha(s) póliza(s) y las mismas serán por una cubierta mínima de UN MILLÓN DE DÓLARES ($1,000,000) por ocurrencia.

VIGÉSIMO TERCERO: Si alguna clausula o disposición del presente contrato fuere declarada nula por algún organismo con la debida jurisdicción y competencia, entonces el resto del contrato permanecerá en pleno vigor y efecto.

VIGÉSIMO CUARTO: En el presente contrato se usan indistintamente el plural y el singular, así como el masculino, el femenino, el neutro y los demás géneros.

VIGÉSIMO QUINTO: Las partes comparecientes se someten a la jurisdicción exclusiva del Tribunal General de Justicia del Estado Libre Asociado de Puerto Rico en caso de cualquier reclamación o litigio relacionado con el presente contrato y/o la transacción objeto del mismo.

VIGÉSIMO SEXTO: El presente contrato será interpretado según las leyes de Puerto Rico y gobernado por las mismas.

VIGÉSIMO SÉPTIMO: Este contrato no podrá modificarse verbalmente y solo podrá ser modificado mediante documento firmado por todas las partes aquí comparecientes.

VIGÉSIMO OCTAVO: La obligación de la COMPRADORA de comprar los INMUEBLES a tenor con el presente contrato no está condicionada en forma alguna a la obtención de financiamiento y la COMPRADORA representa y garantiza que cuenta con los fondos necesarios para el pago del precio de compraventa de los INMUEBLES.

VIGÉSIMO NOVENO: Las notificaciones entre las partes en virtud del presente contrato deberán ser por escrito y enviadas por correo electrónico y por correo regular,

con copias por correo certificado con acuse de recibo, a las siguientes direcciones de las partes:

A LOS VENDEODRES:

FIDEICOMISO I.V.G.

PO Box 981
Barceloneta, PR 00617
Atención: Pemaris González Suárez

ILLIANEDMARIS VEGA GONZALEZ

PO Box 981
Barceloneta, PR 00617

BAHIA BONITA, INC.

PO Box 981
Barceloneta, PR 00617
Atención: Pemaris González Suárez

A LA COMPRADORA:

CABO ROJO LAND ACQUISITION LLC
733 Third Avenue
New York, NY 10017
Atención: Eileen Sawyer
Correo electrónico: roberto.ruiz@ccgc.com.do

AL CORREDOR:

Calle Cádiz 1218
Puerto Nuevo
San Juan, PR 00920
Atención: José Enrique Pérez Cruz
Correo electrónico: passportre@gmail.com

A PEMARIS:

PO Box 981
Barceloneta, PR 00617

TRIGÉSIMO: Las partes comparecientes reconocen y acuerdan que el otorgamiento del presente contrato, el precio de compraventa de los INMUEBLES, y los demás términos y condiciones contemplados en este contrato constituyen y deben considerarse información confidencial y no serán divulgados a terceras personas sin el expreso consentimiento escrito de las otras partes.

TRIGÉSIMO PRIMERO: El presente contrato podrá ser otorgado en contrapartes ("counterparts") y, una vez que todas las partes hayan firmado al menos una contraparte, todas las contrapartes formarán un solo contrato.

Y PARA QUE ASI CONSTE, las partes suscriben y otorgan el presente contrato, libre y voluntariamente, con el ánimo de quedar legalmente vinculadas y obligadas en virtud del mismo, en San Juan, Puerto Rico, en la fecha que aparece en el encabezamiento del presente contrato.

Los VENDEDORES

FIDEICOMISO I.V.G.

Por: Pemaris González Suárez
Fiduciaria

Illianedmaris Vega González

I.V.G.
I.V.G.

BAHIA BONITA, INC.

Pemaris González Suárez

Por: Illianedmaris Vega González
Representante Autorizada

La COMPRADORA

CABO ROJO LAND ACQUISITION LLC

Por: Gladys Omayra Fontanez Reyes
Representante Autorizada

El CORREDOR

José Enrique Pérez Cruz

Afidávit Número: 4528

Reconocido y suscrito ante mí por Pemaris González Suárez, en su carácter de fiduciaria del Fideicomiso I.V.G. y en su carácter personal, mayores de edad, soltera, propietaria y vecina de Cabo Rojo, Puerto Rico, a quien conozco personalmente. En San Juan, Puerto Rico, hoy dos (2) de octubre de dos mil veintitrés (2023).





Notario Público

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Afidávit Número: 4529

Reconocido y suscrito ante mí por Illianedmaris Vega González, en su carácter de Representante Autorizada de Bahía Bonita, Inc. y en su carácter personal, mayor de edad, soltera, propietaria y vecina de Barceloneta, Puerto Rico, a quien conozco personalmente. En San Juan, Puerto Rico, hoy dos (2) de octubre de dos mil veintitrés (2023).





Notario Público

Afidávit Número: 4530

Reconocido y suscrito ante mí por José Enrique Pérez Cruz, mayor de edad, casado, corredor de bienes raíces y vecino de Bayamón, Puerto Rico, a quien conozco personalmente. En San Juan, Puerto Rico, hoy dos (2) de octubre de dos mil veintitrés (2023).





Notario Público

I.V.G.

I.V.G.

Afidávit Número: 4531

Reconocido y suscrito ante mí por Gladys Omayra Fontanez Reyes, mayor de edad, soltera, abogada y vecina de San Juan, Puerto Rico en su carácter de Representante Autorizada de Cabo Rojo Land Acquisition LLC, a quien conozco personalmente. En San Juan, Puerto Rico, hoy dos (2) de octubre de dos mil veintitrés (2023).





Notario Público

Oriental

PO BOX 195115
SAN JUAN PR 00919-5115

Manager's Check
CHECK NO. **220667090**

101-7141
2215

PAY ONLY $280000.00 CTSCTS

DATE September 27, 2023
AMOUNT *****$280,000.00

Over $10,000 requires two signatures

■ TWO HUNDRED EIGHTY THOUSAND DOLLARS AND ZERO CENTS **********

Pay to the Order of: **JOSE E. PEREZ CRUZ**

NON-NEGOTIABLE
CUSTOMER COPY

MEMO: OPTION TO PURCHASE (20220562767-COM)

THE FACE OF THIS CHECK IS PRINTED GREEN-THE BACK CONTAINS A SIMULATED WATERMARK

Oriental

PO BOX 195115
SAN JUAN PR 00919-5115

Manager's Check
CHECK NO. **220667090**

101-7141
2215

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AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

MEMO: OPTION TO PURCHASE (20220562767-COM)

⑈220667090⑈ ⑆221571415⑆ 9811800999⑈

Oriental

PO BOX 195115
SAN JUAN PR 00919-5115

Manager's Check
CHECK NO. **220667090**

101-7141
2215

PAY ONLY 280000 00 CTS CTS

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Oriental

PO BOX 195115
SAN JUAN PR 00919-5115

Manager's Check
CHECK NO. **220667090**

101-7141
2215

PAY ONLY 280000 00 CTS CTS

DATE September 27, 2023
AMOUNT *****$280,000.00

Over $10,000 requires two signatures

■ TWO HUNDRED EIGHTY THOUSAND DOLLARS AND ZERO CENTS **********

Pay to the Order of: **JOSE E. PEREZ CRUZ**

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

MEMO: OPTION TO PURCHASE (20220562767-COM)

⑈220667090⑈ ⑆221571415⑆ 981180099⑈

---**I HEREBY CERTIFY** that the first certified copy of this Deed has been issued in favor of Buyer on the same date and place of the execution hereof. **I ATTEST.**----------

NOTARY

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

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----------**DEED NUMBER THIRTY-EIGHT (38)**----------

----------**PURCHASE AND SALE** ----------

---In San Juan, Puerto Rico, on this twenty-eighth (28th) day of November, two thousand twenty-three (2023)----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with offices and residence in San Juan, Puerto Rico,----------

----------**APPEAR**----------

---AS THE PARTY OF THE FIRST PART: **LAE PROPERTIES L.L.C.** a limited liability company organized, existing and in good standing under the laws of the Commonwealth of Puerto Rico, represented herein by its President, Edward Ruiz Noriega, who is of legal age, single, business executive and resident of Cabo Rojo, Puerto Rico, whose authority to represent Seller herein arises from a Certificate of Resolution executed in San Juan, Puerto Rico, on November twenty (20), two thousand twenty-three (2023), by Betsy Marena Irizarry-Zambrana, as Secretary of Seller, under affidavit number twenty-three thousand seven hundred sixty five (23,765) of Notary Luis Roberto Santos Montalvo. I hereby certify that I have examined the original of the aforesaid Certificate of Resolution of LAE Properties L.L.C., and that, in my opinion, it is adequate and sufficient, and complies with all legal requirements needed to authorize Mr. Ruiz Noriega to appear herein on behalf of Seller. ----------

---AS THE PARTY OF THE SECOND PART: **CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "Buyer"), a limited liability company organized, existing and in good standing under the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, GLADYS OMAYRA FONTÁNEZ REYES, who is of legal age, single, attorney at law and resident of San Juan,

Puerto Rico, whose authority to represent Buyer in this Deed arises from a Certificate of Resolution of Buyer signed by Stephane Nahum, as Manager of Buyer, on November twenty-one (21), two thousand twenty-three (2023), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engines of the Department of State and the Office of Information Technology Services of the State of New York. I further certify that I have examined the aforesaid Certificate of Resolution of Buyer and that it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law, to authorize Ms. Fontánez Reyes to appear herein on behalf of Buyer.----------

---I, the Notary, do hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily ----------

----------**STATE AND AGREE**----------

---**FIRST:** Seller is the owner in fee simple title ("*pleno dominio*") and has the possession of the parcel of land described in the Spanish language as follows (hereinafter the "Property"): ----------

---"***RUSTICA:*** *Porción de terreno identificada como la parcela uno (1) en el correspondiente plano de mensura del agrimensor Frank Lozada Díaz, radicada en el Barrio Boquerón, del término municipal de Cabo Rojo, con una cabida superficial de veinte mil ciento setenta y dos metros cuadrados con ciento setenta y dos milésimas de otro (20,172.172 m.c.) (así surge), equivalentes a cinco cuerdas con mil sesenta y nueve diez milésimas de cuerda (5.1069 cdas.), la cual tiene un ancho de cincuenta y dos metros con ochenta y un centímetros (52.81 m.). En lindes, por el NORTE, en tres (3) alineaciones que suman cincuenta y tres metros con setecientos sesenta y cuatro milésimas de metro (53.764 m.), con el Mar Caribe; por el SUR, en una (1) alineación de cincuenta y dos metros con ochenta y un centímetros (52.81 m.), con la parcela número dieciséis (16), propiedad de Puerto Rico Farm Credit ACA; por el ESTE, en una distancia total de trescientos ochenta y cuatro punto cuarenta y tres metros (383.43 m.) (así surge), de la cual corresponden ciento setenta metros con doscientos cincuenta y una milésimas de metro (170.251 m.), con la mencionada servidumbre de paso de cinco (5) metros de la parcela número siete (7) propiedad de la Sucesión Quinino Merino*

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Pedrozo y en doscientos catorce metros con ciento setenta y nueve milésimas de metro (214.179 m.), con la parcela ciento ochenta (180) propiedad de Puerto Rico Farm Credit ACA; y por el OESTE, en una (1) alineación de trescientos setenta y cuatro metros con veinticuatro centímetros (374.24 m.), con la parcela setenta y nueve (79), propiedad de Playa Rústica LLC; y cuyo centroide de esta finca número dieciocho mil ochocientos dieciocho (18,818) bajo el sistema métrico de coordenadas Lambert NAD83 ES X= ciento dieciocho mil quinientos sesenta y ocho punto cero ocho (X=118,568.08); y Y=doscientos dieciocho mil cuatrocientos treinta y uno punto sesenta y cinco (Y=218,431.65). Como camino de acceso de la misma, la atraviesa por el medio un camino "Real" existente en tierra de trece metros (13 m.) de ancho de carácter privativo no municipal que conduce en dirección de Este a Oeste, el cual desemboca en el kilómetro uno punto nueve (1.9) de la carretera estatal treinta y tres cero uno (3301)." ----------

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---This is the legal description of the Property after the execution of Deed number twenty-seven (27), of rectification of the surface area of the Property, executed in Mayagüez, Puerto Rico on June twenty-six (26) two thousand twenty (2020), before Notary Luis Roberto Santos Montalvo, presented and pending recordation at the Registry at entry 2020-060788-SG01 of *Karibe*. ----------

---The Property is recorded at page 157 of volume 510 of Cabo Rojo, property number 18,818, Section of San Germán of the Registry of Property of Puerto Rico (the "Registry"). ----------

---The Property was acquired by Seller pursuant to deed number fifty (50), executed in Mayaguez, Puerto Rico, on October five (5), two thousand twenty (2020), before Notary Luis Roberto Santos Montalvo, filed and pending recordation at the Registry at entry 2021-043611-SG01 of *Karibe*. ----------

---The tax identification number ("*número de catastro*") assigned to the Property by the Municipal Revenues Collection Center ("CRIM") is 379-000-009-03-000. ----------

---The Property is subject to the following liens and/or encumbrances:---

---By its origin, the Property is subject to easements in favor of public utilities. ----------

---By itself, the Property is subject to the following liens and/or encumbrances: ----------

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-----A) Restrictive conditions of edification and use constituted by deed number seventy-three (73), executed in Mayagüez, Puerto Rico on February twenty-six (26), nineteen ninety (1990), before Notary Roberto M. García Rullán, recorded at page 157 of volume 510 of Cabo Rojo, Section of San Germán of the Registry, margin of first (1st) inscription (the "Permitted Encumbrance").----------

---**SECOND:** On March twenty-four (24), two thousand twenty-three (2023), Seller granted to Buyer's affiliate, PR Investco LLC ("PR Investco"), an option to purchase the Property, pursuant to Deed Number Twenty-two (22) of Option to Purchase Real Estate, executed in San Juan, Puerto Rico, before Notary María del Rosario Pujol Thompson (hereinafter, the "Deed of Option"). The term of the Option granted thereunder was extended by Deed Number Forty-Three (43), executed on September fifteen (15), two thousand twenty-three (2023) before the aforementioned Notary. The parties hereto acknowledge and agree that PR Investco has assigned to Buyer all of its rights and obligations under the Deed of Option, and that Buyer is the permitted assignee and successor of PR Investco thereunder.----------

----------**PURCHASE AND SALE**----------

---**THIRD:** Pursuant to the Deed of Option, Seller hereby sells, conveys and transfers fee simple title ("*pleno dominio*") to the Property and the possession thereof to Buyer, and Buyer hereby purchases from Seller fee simple title to the Property and the possession thereof, in accordance with the following ----------

----------**TERMS AND CONDITIONS**----------

-----One: The purchase price is the lump sum of TWO MILLION FIVE HUNDRED THOUSAND DOLLARS ($2,500,000) (hereinafter, the "Purchase Price"). ----------

-----Two: The Purchase Price is payable as follows: ----------

------(A) The sum of TWO HUNDRED FIFTY THOUSAND

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DOLLARS ($250,000) was paid by Buyer to Seller simultaneously with the execution of the Deed of Option, which amount has been credited in its entirety to the Purchase Price.----------

------(B) Concurrently with the execution of this Deed, Buyer has delivered to Seller the sum of ONE MILLION TWO HUNDRED-FIFTY THOUSAND DOLLARS ($1,250,000), which is being credited in its entirety to the Purchase Price. Said sum has been paid by Buyer to Seller by certified or manager's check to the order of Seller and Seller hereby acknowledges receipt thereof in form and substance acceptable to Buyer. ---After crediting the aforementioned sum to the Purchase Price, the balance of the Purchase Price is reduced to the sum of ONE MILLION DOLLARS ($1,000,000) (hereinafter, the "Deferred Purchase Price"). --

------(C) The Deferred Purchase Price shall be evidenced by a mortgage note (hereinafter the "Mortgage Note") issued on this same date by Buyer in the principal sum of ONE MILLION DOLLARS ($1,000,000), with interest per annum at the rate of five percent (5%), payable in two (2) annual installments of FIVE HUNDRED THOUSAND DOLLARS ($500,000) each, maturing on the first (1st) and second (2nd) anniversaries of the execution hereof. Said installments may be partially or totally paid in advance, at any time, without penalty, provided all partial payments in advance are applied first, to the interest then owed up to the date of the advanced payment, and the balance of the advanced payment after said interest, will be applied to the principal installment(s), in order of maturity.----------

---The Mortgage Note will be guaranteed by a first mortgage over the Property in the principal sum of ONE MILLION DOLLARS ($1,000,000), which will be constituted concurrently with the execution of this Deed. ----------

-----Three: This Deed entitles Buyer to the immediate possession of the Property, without any additional formality, document or request. --------

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-----Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of Seller and, thereafter, for the account of Buyer. ----------

-----Five: Seller hereby delivers to Buyer fee simple title ("*pleno dominio*") to the Property, vacant and free and clear of liens, encumbrances or defects, "as is, where is", subject only to the Permitted Encumbrance. ----------

-----Six: Buyer specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) Seller hereby sells and Buyer hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, vacant and free of liens and encumbrances, excepting the Permitted Encumbrance, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from Seller or any of Seller's agents employees, members, representatives, attorneys or brokers (each such party a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by Seller to Buyer. Buyer further acknowledges and agrees that Seller is under no duty to make any inquiry regarding any matter that may or may not be known to Seller or any Seller Affiliate. Upon execution of this Deed, Buyer shall assume the risk of adverse matters relating to adverse investigations, and Buyer, upon execution of this Deed, shall be deemed to have waived, relinquished and released Seller and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which Buyer might have asserted or alleged or may assert or allege in the future against Seller or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions,

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events, circumstances or matters regarding the Property. This Section shall survive the execution of this Deed. ----------

-----Seven: Seller represents and warrants to Buyer that, to the best of Seller's knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----Eight: The notarial fees, stamps on the original, stamps on the first certified copy and recording rights of this Deed in the Registry will be paid by Buyer.----------

-----Nine: This Deed will be interpreted in accordance with the laws of Puerto Rico and governed by them. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of the Commonwealth of Puerto Rico in the event of any litigation pursuant to this Deed. ----------

-----Ten: All notices to the parties pursuant to this Deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

----TO SELLER:----------

------LAE PROPERTIES L.L.C. ----------
------685 Avenida Santa Teresa Jornet----------
------Mayagüez, Puerto Rico 00682----------
------Attention: Edward Ruiz Noriega ----------
------Electronic Mail: laerentals@gmail.com ----------

----TO BUYER:

------CABO ROJO LAND ACQUISITION LLC----------
------733 Third Avenue ----------
------New York, NY 10017----------
------Attention: Eileen Sawyer----------
------Electronic Mail: roberto.ruiz@ccgc.com.do ----------

-----Eleven: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

-----Twelve: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or

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judicial order, the rest of this Deed will continue in full force and effect. -----Thirteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver whichever documents or instruments, public or private, necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any rectification deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of Buyer, except that each party shall bear the fees of their respective counsel.----------

---**THIRD:** The Notary advises Buyer as to the importance of filing the corresponding Change of Ownership Application at the CRIM, and to obtain before the execution of this Deed, a certification indicating whether the Property owes any sums related to property taxes. Under applicable law, Buyer is responsible for filing at the CRIM the corresponding application for Change of Ownership within thirty (30) days from the execution hereof. Buyer hereby declares that it is fully aware of the above-mentioned obligations and releases the authorizing Notary from this responsibility. ----------

----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ----------

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing

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Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstract was prepared by Capital Title Services Inc. and is dated November twenty (20), two thousand twenty-three (2023); ----------

-----(c) that subsequent to the date of such title abstract and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry as of the date of the title abstract. ----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification; ----------

-----(e) the right of the Buyer to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, *et seq.*;----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property; ----------

-----(h) of the importance of recording a copy of this Deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this Deed is not recorded at the Registry; ----------

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-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property; ----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations; ----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its contents. ----------

-----(l) of the need and consequences to the Seller of filing the *Planilla Informativas Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles* with the Puerto Rico Treasury Department; and ----------

-----(m) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et seq.*, is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Seller, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the seller and its agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they

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were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present Deed.----------

----------**READING, ACCEPTANCE AND EXECUTION** ----------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their initials on each page thereof.----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

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OPTION AGREEMENT
CONTRATO DE OPCIÓN

This Option Agreement (this "**Agreement**") is executed in San Juan, Puerto Rico, on this sixteenth (16th) day of April, two thousand twenty four (2024),

Este Contrato de Opción (este "Contrato") se otorga en San Juan, Puerto Rico, en este día dieciséis (16) de abril de dos mil veinticuatro (2024), por y entre:

APPEAR:
COMPARECEN:

AS PARTY OF THE FIRST PART: RAFAEL FRANCISCO CARDONA DURAN (hereinafter "RAFAEL") and his wife, **MARIA DEL CARMEN ACEVEDO BLANCO (hereinafter "MARIA DEL CARMEN")**, both of legal age, married to each other, physician the first and property owner the second, and residents of San Juan, Puerto Rico. RAFAEL and MARIA DEL CARMEN will be jointly referred to hereinafter as **Sellers**;

DE LA PRIMERA PARTE: RAFAEL FRANCISCO CARDONA DURAN (en adelante "RAFAEL") *y su esposa* ***MARIA DEL CARMEN ACEVEDO BLANCO (en adelante "MARIA DEL CARMEN")****, ambos mayores de edad, casados entre sí, médico el primero y propietaria la segunda, y vecinos de San Juan, Puerto Rico. RAFAEL y MARIA DEL CARMEN serán llamados en conjunto, en adelante, los "****Vendedores****";*

G.O.F.R.
MCA

AS PARTY OF THE SECOND PART: CABO ROJO LAND ACQUISITION LLC (hereinafter "**Buyer**"), a limited liability company organized, existing and in good standing in accordance with the laws of the Commonwealth of Puerto Rico, represented herein by its authorized representative, MS. GLADYS OMAYRA FONTANEZ REYES, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this Agreement arises from Certificate of Resolution of CABO ROJO LAND ACQUISITION LLC signed by Eileen Sawyer in her capacity of Manager of CABO ROJO LAND ACQUISITION LLC, executed on March nineteen (19), two thousand twenty four (2024), in New York, New York, United States of America, before notary public Eric Orenstein; and

DE LA SEGUNDA PARTE: CABO ROJO LAND ACQUISITION LLC (en adelante la "Compradora")*, una compañía de responsabilidad limitada organizada, existente y en vigor según las leyes del Estado Libre Asociado de Puerto Rico, aquí representada por su representante autorizada, GLADYS OMAYRA FONTANEZ REYES, quien es mayor de edad, soltera, abogada y vecina de San Juan, Puerto Rico, cuya autoridad para representar a la Compradora en este contrato surge de Certificación de Resolución de Cabo Rojo Land Acquisition LLC suscrita por Eileen Sawyer, en su capacidad de Gerente de Cabo Rojo Land Acquisition LLC, el diecinueve (19) de marzo de dos mil veinticuatro (2024), en Nueva York, Estado de Nueva York, Estados Unidos de América, ante el notario público Eric Orenstein; y*

AS PARTY OF THE THIRD PART: Mister **JOSE ENRIQUE PEREZ CRUZ**, also known as José E. Pérez (hereinafter the **"Broker"**), who is of legal age, married, real estate broker, and resident of Bayamón, Puerto Rico; and

DE LA TERCERA PARTE: JOSÉ ENRIQUE PÉREZ CRUZ, *también conocido como José E. Pérez (en adelante el "**Corredor**"), quien es mayor de edad, casado, corredor de bienes raíces y vecino de Bayamón, Puerto Rico; y*

STATE AND AGREE:
EXPONEN Y CONVIENEN:

ONE: Sellers are the sole owners in fee simple title ("pleno dominio") and have the possession of the parcel of land described in the Registry of the Property, Section of San Germán (the "**Registry**"), in the Spanish Language as follows (hereinafter the "PROPERTY"):

UNO: *Los Vendedores son los dueños en pleno dominio y tienen la posesión de la parcela de terreno descrita en el Registro de la Propiedad de Puerto Rico, Sección de San Germán (el "**Registro**"), en el idioma español, como sigue (en adelante la "**PROPIEDAD**"):*

> **"RUSTICA:** Parcela número setenta y seis (76), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico. Tiene una cabida superficial de diecinueve mil seiscientos cincuenta y uno punto noventa y ocho (19,651.98) metros cuadrados. En linderos: por el NORTE, en una distancia de ciento veinte punto veinte (120.20) metros lineales, con la zona marítima y el Mar Caribe; por el SUR, en una distancia de setenta y dos punto ochenta y dos (72.82) metros lineales, con una servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela y que la separa de la parcela de Enrique Carlo Aymat; por el ESTE, en una distancia de doscientos catorce punto veinte (214.20) metros lineales, con una servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela y que la separa de la parcela número setenta y siete (77) de Eduardo Ruíz Valentín; y por el OESTE, en una distancia de ciento noventa y ocho punto setenta y seis (198.76) metros lineales, con una servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) metros pertenecen a esta parcela y que la separa de la parcela número setenta y cinco (75) de Quirino Merino Pedroso."

G.D.F.R.
MLA

The PROPERTY is identified in the Registry with property number eighteen thousand eight hundred five (18,805), recorded at page seventy nine (79) of volume five hundred ten (510) of Cabo Rojo, of the San Germán Section of the Registry of the Property of Puerto Rico (hereinafter the "Registry").

La PROPIEDAD está identificada en el Registro con el número de finca dieciocho mil ochocientos cinco (18,805), inscrita al folio setenta y nueve (79) del tomo quinientos diez (510) de Cabo Rojo, de la Sección de San Germán del Registro de la Propiedad de Puerto Rico (en adelante el "Registro").

The PROPERTY was acquired by Sellers through deed number twenty nine (29), executed in Mayaguez, Puerto Rico, on April fourteen (14), two thousand twenty one (2021), before notary public Luis Roberto Santos Montalvo, presented for recording at entry two thousand twenty one dash zero four zero four zero five dash S G zero one (2021-040405-SG01) of the Karibe System of the Registry.

La PROPIEDAD fue adquirida por los Vendedores mediante escritura número veintinueve (29), otorgada en Mayaguez, Puerto Rico, el catorce (14) de abril de dos mil veintiuno (2021), ante el notario público Luis Roberto Santos Montalvo, presentada para su inscripción al asiento dos mil veintiuno guión cero cuatro cero cuatro cero cinco guión SG cero uno (2021-040405-SG01).

The property tax identification number of the PROPERTY is four hundred two dash zero zero zero dash zero zero four dash sixty seven dash zero zero zero (402-000-004-67-000).

El número de identificación de la PROPIEDAD para propósitos de impuestos es cuatrocientos dos guión cero cero cero guión cero cero cuatro guión sesenta y siete guión cero cero cero (402-000-004-67-000).

To the best of Sellers' knowledge, the PROPERTY is subject to the following liens and/or encumbrances:

Según el mejor conocimiento de los Vendedores, la PROPIEDAD está sujeta a las siguientes cargas y gravámenes:

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MLA

By its origin, the PROPERTY is free and clear of liens and encumbrances.

Por su procedencia, la PROPIEDAD está libre de cargas y gravámenes.

By itself, the PROPERTY is subject to the following liens and encumbrances, which shall be considered permitted encumbrances for purposes of this Agreement:

*Por sí, la PROPIEDAD está sujeta a las siguientes cargas y gravámenes, los cuales serán considerados gravámenes permitidos para propósitos del presente Contrato (los "**Gravámenes Permitidos**"):*

1.1. Restrictive covenants of edification and use, constituted as per deed number two hundred fifty one (251), of June one (1), nineteen hundred ninety (1990), executed in Mayaguez, Puerto Rico, before notary public Roberto M. García Rullán, recorded at page seventy nine (79) of volume five hundred ten (510) of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred five (18,805), on the margin of the first (1st) recording (the "**Permitted Encumbrance**").

Condiciones restrictivas de edificación y uso constituidas según escritura número doscientos cincuenta y uno (251), del uno (1) de junio de mil novecientos noventa (1990), otorgada en Mayaguez,

Puerto Rico, ante el notario público Roberto M. García Rullán, inscrita al folio setenta y nueve (79) del tomo quinientos diez (510) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil ochocientos cinco (18,805), al margen de la primera (1ra.) inscripción.

1.2. Mortgage guaranteeing a mortgage note in the principal sum of ONE HUNDRED FORTY THOUSAND DOLLARS ($140,000), to the order of its bearer or legal holder, with interest at ten percent (10%) per annum, due upon demand, constituted as per deed number two hundred sixty (260), executed in Mayaguez, Puerto Rico, on June one (1) nineteen hundred ninety (1990), before notary public Roberto M. García Rullán, recorded at the overleaf of page seventy nine (79) of volume five hundred ten (510) of Cabo Rojo, Section of San Germán of the Registry, parcel number eighteen thousand eight hundred five (18,805), second (2nd) recording (hereinafter the "**$140,000 Mortgage**"). The cancellation of the **$140,000 Mortgage** has been requested, as more fully explained in paragraph NINE of this Agreement.
*Hipoteca en garantía de un pagaré hipotecario por la suma principal de CIENTO CUARENTA MIL DÓLARES ($140,000), a la orden de su portador o tenedor legal, con intereses al diez por ciento (10%) anual, pagadero a la demanda, constituida según escritura número doscientos sesenta (260), otorgada en Mayaguez, Puerto Rico, el uno (1) de junio de mil novecientos noventa (1990), ante el notario público Roberto M. García Rullán, inscrita al dorso del folio setenta y nueve (79) del tomo quinientos diez (510) de Cabo Rojo, Sección de San Germán del Registro, finca número dieciocho mil ochocientos cinco (18,805), segunda (2da.) inscripción (en adelante la "**Hipoteca de $140,000**"). La cancelación de la Hipoteca de $140,000 ha sido solicitada, según se explica completamente en el párrafo NUEVE de este Contrato.*

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TWO: Buyer wishes to acquire an option to buy the PROPERTY, with all its improvements, and rights and annexes, and Sellers wish to grant, and hereby grant, said option to Buyer (hereinafter the "**Option**") in accordance with the following:

DOS: *La Compradora desea adquirir una opción para comprar la PROPIEDAD, con todas sus mejoras, derechos y anexos, y los Vendedores desean conceder, y aquí conceden, dicha opción a la Compradora (en adelante la "**Opción**"), según los siguientes:*

TERMS AND CONDITIONS:
TÉRMINOS Y CONDICIONES:

THREE: The purchase price of the PROPERTY will be the lump sum of FIVE MILLION DOLLARS ($5,000,000) (the "**Purchase Price**"). The Purchase Price is not

subject to an appraisal report, and the Sellers shall have no obligation to reduce the Purchase Price as a result of an appraisal report obtained by the Buyer. The Purchase Price will be payable as follows:

3.1. Simultaneously with the execution of this Agreement and as consideration for the Option, Buyer will pay Sellers the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000), as good faith deposit (the "**Deposit**"), which will be non-reimbursable, except only as set forth below in this Agreement. The Deposit shall be credited by the Sellers towards the Purchase Price.
*Simultáneamente con el otorgamiento de este Contrato, la Compradora le pagará a los Vendedores la suma de DOSCIENTOS CINCUENTA MIL DÓLARES ($250,000), como depósito de buena fe (el "**Depósito**"), el cual será no reembolsable, excepto únicamente según se describe más adelante en este Contrato. El Depósito será acreditado por los Vendedores al Precio de Compra.*

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3.2. Simultaneously with the execution of the public deed whereby Buyer will purchase the PROPERTY from Sellers (the "**Purchase-Sale Deed**"), Buyer will pay Sellers, through manager's check, the sum of THREE MILLION DOLLARS ($3,000,000).
*Simultáneamente con el otorgamiento de la escritura pública mediante la cual la Compradora comprará la PROPIEDAD a los Vendedores (la "**Escritura de Compraventa**"), la Compradora pagará a los Vendedores, mediante cheque de gerente, la suma de TRES MILLONES DE DÓLARES ($3,000,000).*

3.3. The balance of the Purchase Price of the PROPERTY, net of the Deposit and the payment mentioned in 3.2, *supra*, will be the sum of ONE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($1,750,000) (the "**Deferred Purchase Price**") and will be paid as follows:
*El balance del Precio de Compra de la PROPIEDAD, neto del Depósito y del pago mencionado en 3.2, supra, será la suma de UN MILLON SETECIENTOS CINCUENTA MIL DÓLARES ($1,750,000) (el "**Precio Aplazado**") y será pagadero como sigue:*

3.3.1. Five (5) consecutive semi annual installments of principal, each for the sum of THREE HUNDRED FIFTY THOUSAND DOLLARS ($350,000), of which (i) the first (1st) will be due six (6) months after the execution of the Purchase-Sale Deed; (ii) the second (2nd) will be due at the first anniversary of the execution of the Purchase-Sale

Deed; (iii) the third (3rd) will be due eighteen (18) months after the execution of the Purchase-Sale Deed; (iv) the fourth (4th) will be due at the second anniversary of the execution of the Purchase-Sale Deed; and (v) the fifth (5th) will be due thirty (30) months after the execution of the Purchase-Sale Deed.

Cinco *(5) plazos semi anuales consecutivos de principal, cada uno por la suma de TRESCIENTOS CINCUENTA MIL DÓLARES ($350,000), de los cuales (i) el primero (1ro.) vencerá seis (6) meses después del otorgamiento de la Escritura de Compraventa; (ii) el segundo (2do.) vencerá al primer aniversario del otorgamiento de la Escritura de Compraventa; (iii) el tercero (3ro.) vencerá dieciocho (18) meses después del otorgamiento de la Escritura de Compraventa; (iv) el cuarto (4to.) vencerá al segundo (2do.) aniversario del otorgamiento de la Escritura de Compraventa; y (v) el quinto (5to.) vencerá treinta (30) meses después del otorgamiento de la Escritura de Compraventa.*

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3.4. The outstanding principal balance of the Deferred Purchase Price will earn interest at a simple rate of six percent (6%) per annum. Said interest will be payable in installments that coincide with those mentioned in Section 3.3.1, *supra*.

El balance insoluto de principal del Precio Aplazado devengará intereses simples al seis por ciento (6%) anual. Dichos intereses serán pagaderos en plazos que coincidirán con los mencionados en la Sección 3.3.1, supra.

FOUR: The Option is granted for a term of one hundred eighty (180) days, starting on the date of execution of this Agreement and ending on October sixteen (16) two thousand twenty four (2024) (the "**Term**").

CUATRO: *Esta Opción se concede por un término de ciento ochenta (180) días, comenzando en la fecha de otorgamiento de este Contrato y terminará el dieciséis (16) de octubre de dos mil veinticuatro (2024) (el "**Término**").*

FIVE: If the Term ends and Buyer has not executed the Purchase-Sale Deed for the PROPERTY within the Term (except for reasons attributable to Sellers), then the Deposit will be retained by the Sellers, as liquidated damages and Sellers shall have no further liabilities or obligations to the Buyer with regards to the PROPERTY. If the PROPERTY cannot be bought by Buyer within the Term, for reasons attributable to Sellers, then Sellers will reimburse the Deposit to Buyer at the end of the Term. Buyer has represented to Sellers that, Buyer's execution of the Purchase-Sale Deed is not subject to the Buyer obtaining financing therefor. Furthermore, Buyer acknowledges and agrees that the Purchase Price shall not be modified or adjusted by the Sellers as a result of an appraisal report for the PROPERTY obtained by the Buyer.

CINCO: *Si el Término terminare y la Compradora no hubiere otorgado la Escritura de Compraventa de la PROPIEDAD dentro del Término (excepto por razones atribuibles a los Vendedores), entonces el Depósito será retenido por los Vendedores, como daños líquidos y los Vendedores no tendrán más deudas u obligaciones para con la*

Compradora acerca de la PROPIEDAD. Si la PROPIEDAD no pudiere ser comprada por la Compradora dentro del Término, por razones atribuibles a los Vendedores, entonces los Vendedores le reembolsarán el Depósito a la Compradora al final del Término. La Compradora le ha representado a los Vendedores que el otorgamiento por la Compradora de la Escritura de Compraventa no esta sujeto a la obtención por parte de la Compradora de financiamiento para ello. Además, la Compradora reconoce y acuerda que el Precio de Compra no será modificado o ajustado por los Vendedores como resultado de tasación de la PROPIEDAD obtenida por la Compradora.

SIX: The Deferred Purchase Price will be evidenced by a mortgage note in the principal sum of ONE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($1,750,000) issued by Buyer to the order of Sellers and secured by a first mortgage encumbering the PROPERTY.

SEIS: *El Precio Aplazado será evidenciado por pagare hipotecario por la suma principal de UN MILLÓN SETECIENTOS CINCUENTA MIL DÓLARES ($1,750,000), emitido por la Compradora a la orden de los Vendedores y garantizado por una primera hipoteca gravando la PROPIEDAD.*

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The public deed to constitute the above referred mortgage in guarantee of the Deferred Purchase Price will be executed before a notary public selected by Buyer and acceptable to Sellers. The legal fees, stamps in the original and first certified copy of the deed of constitution of mortgage, as well as its recording rights, will be for the account of the Buyer.

La escritura pública para constituir la referida hipoteca en garantía del Precio Aplazado será otorgada ante un notario público seleccionado por la Compradora y aceptable a los Vendedores. Los honorarios legales, sellos en el original y en la primera copia certificada de la escritura de constitución de hipoteca, así como sus derechos de inscripción, serán por cuenta y cargo de la Compradora.

SEVEN: The real estate property taxes payable to the CRIM, and all special taxes (if applicable) of the PROPERTY will be the responsibility of Sellers and payable by Sellers up to the date of execution of the Purchase-Sale Deed (the "**Closing Date**"). Thereafter, they shall be the responsibility of Buyer and payable by Buyer.

SIETE: *Las contribuciones sobre la propiedad inmueble pagaderas al CRIM y la contribución especial (si aplicare) de la PROPIEDAD serán la responsabilidad de los Vendedores y pagadas por los Vendedores hasta la fecha del otorgamiento de la Escritura de Compraventa (la "**Fecha de Cierre**"). De entonces en adelante serán responsabilidad de la Compradora y pagaderas por la Compradora.*

EIGHT: The Purchase-Sale Deed shall be executed before a notary public selected by Buyer, and the notary fees payable thereto shall be paid by the Buyer.

OCHO: *La Escritura de Compraventa será otorgada ante un notario público seleccionado por la Compradora y los honorarios notariales serán pagados por la Compradora.*

NINE: Deeds to cancel any liens or encumbrances affecting the PROPERTY, if any, existing at the time of execution of the Purchase-Sale Deed, except the Permitted Encumbrance, will be executed no later than the Closing Date, before a notary public selected by Buyer. The legal fees, stamps in the original and first certified copy of the deed(s) to cancel any liens or encumbrances affecting the PROPERTY, if any, as well as its recording rights will be for the account of Sellers, up to a maximum of six hundred four dollars with fifty cents ($604.50).

NUEVE: *Las escrituras de cancelación de cualquier carga o gravamen que afecte la PROPIEDAD, si alguna, existente(s) al momento del otorgamiento de la Escritura de Compraventa, excepto los Gravámenes Permitidos, serán otorgadas no después de la Fecha de Cierre, ante un notario público seleccionado por la Compradora. Los honorarios legales, sellos en el original y primera copia certificada de la(s) escritura(s) de cancelación de cualquier gravamen o carga que afecte la PROPIEDAD, si alguna, así como sus derechos de inscripción y gastos serán por cuenta de los Vendedores y pagaderos por los Vendedores, hasta un máximo de seiscientos cuatro dólares con cincuenta centavos ($604.50).*

As per a title study dated January thirty one (31), two thousand twenty four (2024), apart from the Permitted Encumbrance, the PROPERTY was subject to the **$140,000 Mortgage.**

Según un estudio de título fechado el treinta y uno (31) de enero de dos mil veinticuatro (2024), la PROPIEDAD está sujeta a la ***Hipoteca de $140,000****.*

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The cancellation of the **$140,000 Mortgage** has been requested from the Honorable Registrar of the Property of San Germán, as per document ("Instancia") subscribed by Caridad Belén Rodríguez Mayo and Juan José Doreste Rodríguez, previous owners of the PROPERTY, on March thirty one (31), two thousand twenty one (2021), affidavit number 22,920, before notary public Luis Roberto Santos Montalvo, presented for recording at entry two thousand twenty one dash zero four zero four zero five dash S G zero one (2021-040405-SG 01) of the Karibe System, Section of San Germán of the Registry, on April eight (8), two thousand twenty one (2021). Buyer will proceed to execute the Purchase Sale Deed, even if the referenced "Instancia" to cancel the **$140,000 Mortgage** is still pending registration in the Registry.

La cancelación de la ***Hipoteca de $140,000*** *ha sido solicitada al Honorable Registrador de la Propiedad de San Germán, según documento ("Instancia") suscrito por Caridad Belén Rodríguez Mayo y Juan José Doreste Rodríguez, dueños anteriores de la PROPIEDAD, el treinta y uno (31) de marzo de dos mil veintiuno (2021), afidávit número veintidós mil novecientos veinte (22,920), ante el notario público Luis Roberto Santos Montalvo, presentada para su inscripción al asiento dos mil veintiuno guión cero cuatro cero cuatro cero cinco guión SG cero uno (2021-040405-SG01) del Sistema Karibe de la Sección de San Germán del Registro, el ocho (8) de abril de dos mil veintiuno (2021). La Compradora procederá a otorgar la Escritura de Compraventa de la PROPIEDAD aunque la referida Instancia para cancela la* ***Hipoteca de $140,000*** *este aún pendiente de inscripción en el Registro.*

TEN: Buyer specifically acknowledges and agrees that, except as expressly set forth in Paragraph FIFTEEN of this Agreement, (i) Sellers shall sell and Buyer shall purchase the PROPERTY "as-is," "where-is" and "with all faults" and latent and patent defects, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or written, express or implied, statutory or otherwise, from Sellers or any of its agents, employees, members, representatives, attorneys or brokers (each such party, a "**Sellers Affiliate**") as to any matter concerning the PROPERTY, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the PROPERTY provided by Sellers to Buyer (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the PROPERTY or any aspect or portion thereof (including, without limitation, structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities, electrical, mechanical, HVAC, plumbing, sewage, and utility systems, facilities, and appliances, soils, geology, and groundwater); (b) the dimensions, area, and lot size of the PROPERTY and the square footage of the buildings or improvements located thereon or of any tenant space therein; (c) the development or income potential, or rights of or relating to, the PROPERTY or the PROPERTY's use, habitability, merchantability, or fitness, or the suitability, value, or adequacy of the PROPERTY for any particular purpose; (d) the zoning or other legal status of the PROPERTY or any other public or private restrictions on the use of the PROPERTY, the compliance of the PROPERTY or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of Buyer or any other person to obtain any necessary governmental approvals, licenses, or permits for Buyer's or such other person's intended use or development of the PROPERTY; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters relating to the operation of the PROPERTY. Buyer expressly acknowledges and agrees that Buyer is not relying on any representation or warranty of Sellers or any Sellers Affiliate, whether implied, presumed, or expressly provided at law or otherwise, arising by virtue of any statute, common law, or other legally binding right or remedy in favor of Buyer. Buyer further acknowledges and agrees that Sellers are under no duty to make any inquiry regarding any matter that may or may not be known to Sellers or any Sellers Affiliate. Upon execution of the Purchase-Sale Deed, Buyer shall assume the risk of adverse matters relating to adverse physical and legal conditions that may not have been revealed by Buyer's investigations, and Buyer, upon execution of the Purchase-Sale Deed, shall be deemed to have waived, relinquished and released Sellers and all Sellers Affiliate from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which Buyer might have asserted or alleged or may assert or allege in the future against Sellers or any Sellers Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws, and any and all other acts, omissions, events, circumstances or matters regarding the PROPERTY. This Section shall survive the execution of the Purchase-Sale Deed.

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DIEZ: *La Compradora específicamente reconoce y acepta que, excepto según se dispone expresamente en el párrafo QUINCE del este Contrato, (i) los Vendedores, mediante la Escritura de Compraventa, venderán y la Compradora comprará la PROPIEDAD "donde está, como está" con todas sus faltas y defectos; (ii) la Compradora no está descansando en representación o garantía de clase alguna, oral o escrita, expresa o implícita, estatutaria o de cualquier otra naturaleza, de parte de los Vendedores o de algún agente, empleado, miembro, representante, abogado o corredor (cada uno de ellos un "Afiliado de los Vendedores") acerca de cualquier asunto concerniente a la PROPIEDAD, o que aparezca o este contenido o mencionado en cualquier material, documento, estudio, reporte, información o datos relacionados a la PROPIEDAD provisto(s) por los Vendedores a la Compradora (incluyendo sin limitación, su corrección e integridad) e incluyendo, sin limitación: (a) la calidad, naturaleza, habitabilidad, mercabilidad, uso, operación, valor, adecuacidad o condición física de la PROPIEDAD o cualquier aspecto o porción de la misma (incluyendo, sin limitación, elementos estructurales, cimientos, techos, accesorios, accesos, jardinería, facilidades de estacionamiento, electricidad, plomería, HVAC, e instalaciones mecánicas, alcantarillado, servicios ["utilities"], facilidades, enseres, suelos, geología y nivel freático); (b) las dimensiones, áreas y tamaño de la PROPIEDAD y los pies cuadrados de los edificios o mejoras en la misma, si alguno, o de cualquier espacio arrendado en la misma; (c) el potencial de desarrollo o ingresos de la PROPIEDAD, o derechos relacionados a la PROPIEDAD o al uso, habitabilidad, mercabilidad, aptitud física, valor, o adecuacidad de la PROPIEDAD para cualquier propósito; (d) la zonificación u otro estado o condición legal de la PROPIEDAD o cualquier otra restricción pública o privada en el uso de la PROPIEDAD, el cumplimiento de la PROPIEDAD con cualquier aplicable código, ley, regulación, estatuto, ordenanza, convenio, condición y restricción de cualquier autoridad gubernamental o de otra persona o entidad (incluyendo, sin limitación, el "American with Disabilities Act"); (e) la capacidad de la Compradora o de cualquier otra persona de obtener cualquier necesaria aprobación gubernamental, licencia o permiso para el uso propuesto para la PROPIEDAD por la Compradora o aquellas otras personas que contemplan usar o desarrollar la PROPIEDAD (f) la calidad de cualquier labor, trabajo o material usado en la construcción de cualquier mejora; (g) las condiciones económicas o los ingresos y gastos, proyecciones de ingresos o gastos y otros asuntos financieros acerca de la operación de la PROPIEDAD. La Compradora expresamente reconoce y acuerda que la Compradora no está descansando en representación o garantía alguna por parte de los Vendedores o de Afiliado de los Vendedores, ya sea implícita, presumida o expresamente provista por ley o de otra forma, que surja en virtud de cualquier estatuto, derecho común o cualquier otro vinculante derecho o remedio a favor de la Compradora. La Compradora también reconoce y acuerda que los Vendedores no tienen obligación alguna de hacer investigaciones acerca de cualquier asunto conocido o desconocido por los Vendedores o cualquier Afiliado de los Vendedores. Al otorgarse la Escritura de Compraventa, la Compradora asumirá el riesgo de asuntos adversos relacionados con investigaciones adversas y la Compradora, al otorgarse la Escritura de Compraventa, se entenderá que ha reconocido y relevado a los Vendedores y a los Afiliados de los Vendedores de y contra cualquier reclamación, de cualquiera y toda naturaleza y carácter (incluyendo honorarios de abogados), conocida o desconocida, que la Compradora pudiera haber presentado o alegado o pudiere presentar o alegar en el futuro contra los*

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Vendedores o cualquier Afiliado de los Vendedores en cualquier momento por causa de, o que surgiere de, cualquier defecto aparente o latente, condición física, violación a cualquier ley aplicable y cualquier otro acto, omisión, evento, circunstancia o asunto relacionado a la PROPIEDAD. Esta Sección sobrevivirá al otorgamiento de la Escritura de Compraventa.

ELEVEN: Through the Purchase-Sale Deed, Buyer will acquire recordable fee simple title to the PROPERTY and possession thereof, free and clear of occupants, liens and encumbrances, except only the Permitted Encumbrance. During the Term of the Option, Sellers shall have possession of the PROPERTY and will be allowed to conduct legal business activities in the PROPERTY, in the ordinary course.

ONCE: *Mediante la Escritura de Compraventa, la Compradora adquirirá título en pleno dominio inscribible sobre la PROPIEDAD y la posesión de la misma, libre de ocupantes, cargas y gravámenes, excepto únicamente los Gravámenes Permitidos. Durante el Término de la Opción, los Vendedores tendrán la posesión de la PROPIEDAD y estarán autorizados a conducir actividades de negocios lícitos en la PROPIEDAD, en el curso ordinario.*

TWELVE: The notarial fees, stamps on the originals, stamps on the first certified copy and recording rights in the Registry of the Purchase-Sale Deed will be paid by Buyer. The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of the deed(s) of cancellation, if any, related to the PROPERTY shall be paid by Sellers.

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DOCE: *Los honorarios notariales, sellos en el original, sellos en la primera copia certificada y derechos de inscripción en el Registro de la Escritura de Compraventa serán pagados por la Compradora. Los honorarios notariales, sellos en el original, sellos en la primera copia certificada y derechos de inscripción en el Registro de la(s) escritura(s) de cancelación, si alguna, relacionadas a la PROPIEDAD serán pagados por los Vendedores.*

THIRTEEN: This Agreement will be interpreted in accordance with the laws of Puerto Rico and governed by them. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of Puerto Rico in the event of any litigation pursuant to this Agreement.

TRECE: *Este Contrato será interpretado de acuerdo a las leyes de Puerto Rico y gobernado por ellas. Las partes comparecientes se someten a la jurisdicción exclusiva del Tribunal General de Justicia de Puerto Rico en caso de cualquier litigio en virtud de este Contrato.*

FOURTEEN: All notices to the parties pursuant to this Agreement must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:

CATORCE: *Todas las notificaciones a las partes en virtud de este Contrato deben ser por correo certificado con acuse de recibo, con copias por correo electrónico, a las siguientes respectivas direcciones de las partes:*

TO SELLERS:
A LOS VENDEDORES:
DR. RAFAEL FRANCISCO CARDONA DURAN
MRS. MARIA DEL CARMEN ACEVEDO BLANCO
Urb. Monteverde Real
96 Calle Tulip
San Juan, PR 00926-5930
Electronic Mail: mcacevedo2008@yahoo.com

TO BUYER:
A LA COMPRADORA:
CABO ROJO LAND ACQUISITION LLC
Ochoa Building
500 de la Tanca Street, Suite 514
San Juan, PR 00901
Attention: Eileen Sawyer

with copy to:
con copia a:

250 Muñoz Rivera Avenue, Suite 440
San Juan, PR 00918
Attention: Roberto Ruíz
Electronic Mail: roberto.ruiz@ccgc.com.do

TO BROKER:
AL CORREDOR:
Calle Cádiz 1218
Puerto Nuevo
San Juan, Puerto Rico 00920
Attention: José Enrique Pérez Cruz
Electronic Mail: passportre@gmail.com

FIFTEEN: Sellers represent and warrant to Buyer that, to the best of Sellers' knowledge, in the PROPERTY there are no toxic, dangerous, contaminated or contaminating substances, and that the PROPERTY has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances. EXCEPT FOR THE FOREGOING REPRESENTATION, BUYER ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER BY SELLERS OR ANY AGENT, OFFICER, EMPLOYEE OR REPRESENTATIVE THEREOF REGARDING THE PROPERTY. BUYER HEREBY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS SALE IS MADE WITHOUT REPRESENTATION, COVENANT OR WARRANTY

OF ANY KIND (WHETHER EXPRESS, IMPLIED OR STATUTORY) BY SELLERS, EXCEPT AS SPECIFICALLY SET FORTH IN THIS PARAGRAPH.

QUINCE: *Los Vendedores representan y garantizan que, según el mejor conocimiento de los Vendedores, en la PROPIEDAD no hay sustancias tóxicas peligrosas, contaminadas o contaminantes. EXCEPTO POR LA SUSODICHA REPRESENTACIÓN, LA COMPRADORA RECONOCE QUE NO ESTA DESCANSANDO EN REPRESENTACIONES O GARANTIAS DE CLASE ALGUNA POR PARTE DE LOS VENDEDORES O SUS AGENTES, OFICIALES, EMPLEADOS O REPRESENTANTES ACERCA DE LA PROPIEDAD. LA COMPRADORA AQUÍ ACUERDA QUE, HASTA EL ALCANCE MAXIMO PERMITIDO POR CUALQUIER LEY APLICABLE, ESTA COMPRAVENTA SE EFECTUA SIN REPRESENTACION, CONVENIO O GARANTIA DE CLASE ALGUNA (TANTO EXPRESA COMO IMPLICITA O ESTATUTARIA) POR PARTE DE LOS VENDEDORES, EXCEPTO SEGÚN SE DISPONE EN EL PRESENTE PARRAFO.*

SIXTEEN: The appearing parties acknowledge that the Broker, mister José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy eight (10,478), alone or in association with other brokers, has acted as real estate broker for Buyer in the transaction which is the subject of this Option. The fees to Mr. Pérez Cruz and his associates, if any, for said service will be the responsibility of Buyer and paid by Buyer simultaneously with the execution of the Purchase-Sale Deed, only if the Option is exercised by Buyer and Buyer buys the PROPERTY pursuant to the Option. Said fees will amount to TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000), equivalent to five percent (5%) of the Purchase-Sale Price of the PROPERTY. Sellers will not be responsible for the payment of any fees to Mr. José Enrique Pérez Cruz. Mr. Eugenio Suárez has assisted Mr. José Enrique Pérez Cruz in his efforts as a broker. Mr. Eugenio Suárez's fees for said assistance will be borne by Broker. Sellers will not be responsible for the payment of any brokerage commission and Sellers represent that they have not used brokers or intermediaries in connection with the purchase sale of the PROPERTY.

6.D F.R. HdA

DIECISÉIS: *Las partes comparecientes reconocen que el Corredor, señor José Enrique Pérez Cruz, corredor de bienes raíces de Puerto Rico con la licencia número diez mil cuatrocientos setenta y ocho (10,478), solo o en sociedad con otros corredores, ha actuado como corredor de la Compradora en la transacción objeto de esta Opción. Los honorarios del señor Pérez Cruz y sus asociados, si alguno, por dichos servicios serán responsabilidad de la Compradora y serán pagados por la Compradora simultáneamente con el otorgamiento de la Escritura de Compraventa, solamente si la Opción es ejercitada por la Compradora y la Compradora compra la PROPIEDAD en virtud de la Opción. Dichos honorarios ascenderán a la suma de DOSCIENTOS CINCUENTA MIL DÓLARES ($250,000), equivalentes al cinco por ciento (5%) del Precio de Compra de la PROPIEDAD. Los Vendedores no serán responsables del pago de honorario alguno al señor José Enrique Pérez Cruz. El señor Eugenio Suárez ha asistido al señor José Enrique Pérez Cruz en sus esfuerzos como corredor. Los honorarios del señor Eugenio Suárez por dicha asistencia serán cubiertos por el Corredor. Los Vendedores no serán responsables del pago de comisión de corretaje alguna y los*

Vendedores representan que ellos no han usado corredores o intermediarios con relación a la compraventa de la PROPIEDAD.

SEVENTEEN: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Agreement.

DIECISIETE: *El plural y el singular, así como el masculino, femenino, neutro y demás géneros se usan indistintamente en este Contrato.*

EIGHTEEN: In the event that any clause or provision of this Agreement is declared null, void or invalid by a final and firm resolution, judgement or judicial order, then and in that event the rest of this Agreement will continue in full force and effect.

DIECIOCHO: *En caso de que cualquier cláusula o disposición de este Contrato fuere declarada nula, inválida o no vinculante mediante resolución, sentencia u orden judicial final y firme, entonces y en ese caso, el resto de este Contrato continuará en pleno vigor y efecto.*

NINETEEN: During the Term, Buyer and its employees, agents and/or contractors are authorized to enter the PROPERTY to make studies, identify boundaries, take measurements and make inspections, during business days and hours, and the persons entering the PROPERTY pursuant to this authorization will be responsible for the damages suffered or caused by them in the PROPERTY. Every employee who enters the PROPERTY pursuant to this authorization will be insured by a valid policy of the Puerto Rico State Insurance Fund, and, if applicable, of the "Chauffers' Insurance" or "Seguro Choferil". In addition, Buyer will have in place, during the term of the Option, a public liability insurance policy covering damages caused or suffered in the PROPERTY by the persons who enter it pursuant to this authorization, with a minimum coverage of ONE MILLION DOLLARS ($1,000,000) per occurrence. Sellers will appear as co-insured in the policy, together with Buyer, as their respective interests appear. BUYER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SELLERS FROM AND AGAINST ANY AND ALL LIENS, ACTIONS, LOSSES, COSTS, DAMAGES, CLAIMS, LIABILITIES, EXPENSES, PENALTIES, FINES, INTEREST OR SUITS (INCLUDING LITIGATION EXPENSES AND COURT COSTS AND REASONABLE ATTORNEYS' FEES) BROUGHT, SOUGHT OR INCURRED BY OR AGAINST THE SELLERS RESULTING FROM, ARISING OUT OF, OR IN ANY WAY RELATING TO, ENTRY UPON THE PROPERTY BY BUYER OR ANY OF THE OTHER BUYER'S REPRESENTATIVES OR OTHERWISE IN ANY WAY RELATED TO ANY OF BUYER'S INSPECTIONS OR INVESTIGATIONS OF THE PROPERTY, WHETHER CONDUCTED PRIOR TO, AS OF OR SUBSEQUENT TO THE DATE OF THIS AGREEMENT, OR ANY VIOLATION OF THE PROVISIONS OF THIS PARAGRAPH NINETEEN EXCEPT FOR ANY LIENS, ACTIONS, LOSSES, COSTS, DAMAGES, CLAIMS AND LIABILITIES WHICH ARE CAUSED BY SELLERS OR SELLERS' REPRESENTATIVES' WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. The foregoing indemnification and repair and restoration obligations (herein collectively referred to as "**Buyer's Indemnity**") shall expressly survive the Closing Date or any earlier termination of this Agreement.

6.J.F.R.
MCA

DIECINUEVE: *Durante el Término, la Compradora y sus empleados, agentes y/o contratistas estarán autorizados a entrar a la PROPIEDAD para hacer estudios, identificar linderos, tomar medidas y hacer inspecciones, durante días y horas laborables, y las personas que entren a la PROPIEDAD en virtud de esta autorización serán responsables de los daños que sufran o causen en la PROPIEDAD. Todo empleado que entre a la PROPIEDAD en virtud de esta autorización estará asegurado por una póliza de seguro válida del Fondo del Seguro del Estado de Puerto Rico y, si aplicable, del Seguro Choferil. Además, la Compradora mantendrá una póliza de responsabilidad pública cubriendo daños causados o sufridos en la PROPIEDAD por las personas que entren a la misma en virtud de la presente autorización, con una cubierta mínima de UN MILLÓN DE DÓLARES ($1,000,000) por evento. Los Vendedores aparecerán como co-asegurados en dicha póliza, junto con la Compradora, según aparezcan sus respectivos intereses. LA COMPRADORA INDEMNIZARA, DEFENDERA Y MANTENDRA A SALVO A LOS VENDEDORES CONTRA CUALQUIER Y TODO GRAVAMEN, ACCION, PÉRDIDAS, COSTOS, DAÑOS, RECLAMACIONES, PASIVOS, GASTOS, PENALIDADES, MULTAS, SENTENCIAS O DEMANDAS (INCLUYENDO GASTOS DE LITIGIOS, COSTAS DEL TRIBUNAL Y HONORARIOS RAZONABLES DE ABOGADOS) TRAIDOS, BUSCADOS O INCURRIDOS POR O CONTRA LOS VENDEDORES Y RESULTANTES DE, O SURGIENDO POR MOTIVO DE, O EN CUALQUIER FORMA RELACIONADOS CON, LA ENTRADA EN LA PROPIEDAD POR LA COMPRADORA O CUALQUIER OTRO REPRESENTANTE DE LA COMPRADORA O DE CUALQUIERA OTRA FORMA RELACIONADO(S) A CUALQUIER INSPECCIÓN O INVESTIGACIÓN POR LA COMPRADORA DE LA PROPIEDAD, CONDUCIDA TANTO ANTES DE, O DESPUES DE, LA FECHA DE ESTE CONTRATO, O POR CUALQUIER VIOLACION DE LAS DISPOSICIONES DE ESTE PARRAFO DIECINUEVE, EXCEPTO CUALQUIER GRAVAMEN, ACCIÓN, PÉRDIDA, COSTO DAÑO, RECLAMACIONES Y DEUDAS QUE SEAN CAUSADAS POR MALA CONDUCTA INTENCIONAL O CRASA NEGLIGENCIA DE LOS VENDEDORES O POR REPRESENTANTES DE LOS VENDEDORES. Las referidas obligaciones de reparación y restauración (aquí llamadas en conjunto las "Indemnizaciones por la Compradora") expresamente sobrevivirán la Fecha de Cierre o cualquier terminación anterior de este Contrato.*

G.J.F.R.
M.L.A.

TWENTY: During the Term, Buyer, at Buyer's sole expense, is authorized to seek the approvals, permits and endorsements necessary for the development in the PROPERTY of a residential, recreational and tourism project, or of part of a residential, recreational and tourism project, provided the existing DTS zoning of the PROPERTY is not changed, and that such approvals, permits and endorsements (i) comply with the requirements of the existing DTS zoning of the PROPERTY; and (ii) do not negatively affect and/or diminish the value or quality of the PROPERTY. Sellers hereby commit to confirm this authorization in writing if required by Buyer, for presentation to the corresponding public or governmental agencies and entities. If the PROPERTY is not purchased by Buyer, all approvals, permits and endorsements obtained by Buyer for the PROPERTY pursuant to the aforesaid authorization will be transferred and assigned by Buyer to Sellers at the end of the Term, at no cost to Sellers. Buyer acknowledges

and agrees that (A) the Term shall not be extended as a result of delays or failures by the Buyer to obtain the desired permits for Buyer's intended use of the PROPERTY; and (B) Sellers shall not be under any obligation to return the Deposit to Buyer due to a failure or delay by the Buyer in obtaining the permits required for Buyer's intended use of the PROPERTY.

VEINTE: *Durante el Término, la Compradora, al solo costo de la Compradora, esta autorizada a solicitar aprobaciones, permisos y endosos necesarios para el desarrollo en la PROPIEDAD de un proyecto residencial , recreacional y turístico, o de parte de un proyecto residencial, recreacional y turístico, siempre y cuando la zonificación DTS de la PROPIEDAD no se cambie y que dichas aprobaciones, permisos y endosos (i) cumplan con los requisitos de la existente zonificación DTS de la PROPIEDAD, y (ii) no afecten negativamente o disminuyan el valor o calidad de la PROPIEDAD. Los Vendedores aquí se comprometen a confirmar esta autorización por escrito, si fuere requerido por la Compradora, para presentación a las correspondientes agencias o entidades públicas o gubernamentales. Si la PROPIEDAD no fuere comprada por la Compradora, todas las aprobaciones, permisos y endosos obtenidos por la Compradora para la PROPIEDAD en virtud de la referida autorización serán transferidos y cedidos por la Compradora a los Vendedores al finalizar el Término, sin costo a los Vendedores. La Compradora reconoce y acuerda que (A) el Término no será extendido como resultado de demoras o fracasos por la Compradora en la obtención de los permisos deseados para el uso propuesto por la Compradora para la PROPIEDAD; y (B) los Vendedores no tendrán obligación alguna de devolver el Depósito a la Compradora por el fracaso o demora de la Compradora en obtener los permisos requeridos para que la Compradora le dé el uso que interesa a la PROPIEDAD.*

G.A.F.R.
N.L.A.

TWENTY ONE: The PROPERTY may not be materially altered during the Term, except only if specifically authorized in advance, in writing, by Sellers and Buyer.

VEINTIUNO: *La PROPIEDAD no será materialmente alterada durante el Término, excepto solo con la previa autorización escrita de los Vendedores y la Compradora.*

TWENTY TWO: The Option is not transferable by Sellers. Conversely, Buyer is authorized to transfer or assign this Agreement and all its rights and obligations hereunder, at the sole option and discretion of Buyer.

VEINTIDÓS: *Esta Opción no es transferible por los Vendedores. Por otro lado, la Compradora está autorizada a transferir o asignar el presente Contrato y todos sus derechos y obligaciones en virtud del mismo, a la sola opción y discreción de la Compradora.*

TWENTY THREE: It is required for the execution of the Option Agreement that Sellers complete and make available to Buyer, through its real estate broker, the form attached herein and made a part hereof as **Exhibit A**, duly filled.

VEINTITRÉS: *Es requisito previo indispensable para el otorgamiento de la Opción que los Vendedores completen y hagan llegar a la Compradora, a través de su corredor de bienes raíces, el formulario que se aneja a la presente haciéndose formar parte de la misma como **Anejo A**, debidamente cumplimentado.*

IN WITNESS WHEREOF, the appearing parties execute and sign this Agreement on the dates and in the places which appear in the affidavits underneath their respective signatures, below, to be effective in San Juan, Puerto Rico, on the date which appears in its introductory paragraph, above.

POR TODO LO CUAL, *las partes comparecientes otorgan y firman este Contrato en las fechas y lugares que aparecen en los afidávits debajo de sus respectivas firmas, al calce de este Contrato, para ser efectivo en San Juan, Puerto Rico, en la fecha que aparece en su párrafo introductorio, antes en este Contrato.*

RAFAEL FRANCISCO CARDONA DURAN

MARIA DEL CARMEN ACEVEDO BLANCO

CABO ROJO LAND ACQUISITION LLC

GLADYS OMAYRA FONTANEZ REYES
Authorized Representative

JOSE ENRIQUE PEREZ CRUZ

Affidavit Number: 4,625
Afidávit Número: 4,625

Acknowledged and subscribed before me by Rafael Francisco Cardona Durán and his wife, María del Carmen Acevedo Blanco, both of legal age, married to each other, physician the first and property owner the second and residents of Caguas, Puerto Rico, both personally known to me. In San Juan, Puerto Rico, on this sixteenth (16th) day of April, two thousand twenty four (2024).

Reconocido y suscrito ante mi por Rafael Francisco Cardona Durán y su esposa, María del Carmen Acevedo Blanco, ambos mayores de edad, casados entre sí, medico el primero y ama de casa la segunda y vecinos de Caguas, Puerto Rico, a quienes conozco personalmente. En San Juan, Puerto Rico, hoy dieciséis (16) de abril de dos mil veinticuatro (2024).

RECIBO
Sello
4U23-00039413
9397
02/15/2024
$5.00
Sello de Asistencia Legal
80004-2024-0215-92159203

MARÍA DEL ROSARIO PUJOL THOMPSON
ABOGADO-NOTARIO

Notary Public
Notario Público

Affidavit Number: 4,624
Afidávit Número: 4,624

Acknowledged and subscribed before me by Gladys Omayra Fontanez Reyes, of legal age, single, attorney at law and resident of San Juan, Puerto Rico, in his capacity as Authorized Representative of Cabo Rojo Land Acquisition LLC, who is personally known to me. In San Juan, Puerto Rico, on this sixteenth (16th) day of April, two thousand twenty four (2024).

Reconocido y suscrito ante mi por Gladys Omayra Fontanez Reyes, mayor de edad, soltera, abogada y vecina de San Juan, Puerto Rico, en su carácter de Representante Autorizada de Cabo Rojo Land Acquisition LLC, a quien conozco personalmente. In San Juan, Puerto Rico, hoy dieciséis (16) de abril de dos mil veinticuatro (2024).

RECIBO
Sello
9397
03/12/2024
$5.00
Sello de Asistencia Legal
80004-2024-0312-66577158

MARÍA DEL ROSARIO PUJOL THOMPSON
ABOGADO-NOTARIO

Notary Public
Notario Público

Affidavit Number: 4,626
Afidávit Número: 4,626

Acknowledged and subscribed before me by José Enrique Pérez Cruz, of legal age, married, real estate broker and resident of Bayamón, Puerto Rico, in his personal capacity, who is personally known to me. In San Juan, Puerto Rico, on this sixteenth (16th) day of April, two thousand twenty four (2024).
Reconocido y suscrito ante mi por José Enrique Pérez Cruz, mayor de edad, casado, corredor de bienes raíces y vecino de Bayamón, Puerto Rico, en su carácter personal y a quien conozco personalmente. En San Juan, Puerto Rico, hoy dieciséis (16) de marzo de dos mil veinticuatro (2024).



Notary Public
Notario Público



G.D.F.R.
MRA
AEP

OPTION AGREEMENT

This Option Agreement (this "**Agreement**") is executed in San Juan, Puerto Rico, on this twenty fifth (25th) day of March, two thousand twenty four (2024),

APPEAR:

AS PARTY OF THE FIRST PART: EL COMBATE DEVELOPMENT, LLC (hereinafter "**Seller**"), a limited liability company organized, existing and in good standing in accordance with the laws of the Commonwealth of Puerto Rico, represented herein by its President, MR. VICTOR ANDINO FIGUEROA, who is of legal age, married, business executive and resident of Toa Baja, Puerto Rico, whose authority to represent Seller in this agreement arises from Certificate of Resolution of EL COMBATE DEVELOPMENT, LLC, signed by Brenda Otero Robles in her capacity of Secretary of EL COMBATE DEVELOPMENT, LLC, executed on February twenty three (23), two thousand twenty four (2024), in San Juan, Puerto Rico, affidavit number two hundred eighty (280), before notary public Pedro Ortíz Cortés;

AS PARTY OF THE SECOND PART: CABO ROJO LAND ACQUISITION LLC (hereinafter "**Buyer**"), a limited liability company organized, existing and in good standing in accordance with the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, MS. GLADYS OMAYRA FONTANEZ REYES, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this agreement arises from Certificate of Resolution of CABO ROJO LAND ACQUISITION LLC signed by Eileen Sawyer in her capacity of Manager of CABO ROJO LAND ACQUISITION LLC, executed on March nineteen (19), two thousand twenty four (2024), in New York, New York, United States of America, before notary public Eric Orenstein; and

G.D.F.R.

AS PARTY OF THE THIRD PART: ICONIC REALTY GROUP, LLC (hereinafter the "**Broker**"), a limited liability company organized, existing and in good standing in accordance with the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, MRS. ILEANA MARGARITA CAMBÓ SAAVEDRA, who is of legal age, married, real estate broker and resident of San Juan, Puerto Rico, whose authority to represent the Broker in this agreement arises from Certificate of Resolution of ICONIC REALTY GROUP, LLC signed by Roberto Manuel Cacho Pérez in his capacity of Assistant Secretary of ICONIC REALTY GROUP, LLC, executed on March twenty two (22), two thousand twenty four (2024), in San Juan, Puerto Rico, affidavit number four thousand six hundred seven (4,607), before notary public María del Rosario Pujol Thompson; and

STATE AND AGREE:

ONE: Seller is the sole owner of fee simple title ("pleno dominio") and has the possession of the parcel of land described in the Registry of the Property of Puerto Rico, San Germán Section (the "**Registry**"), in the Spanish language, as follows (hereinafter the "PROPERTY"):

> "**RUSTICA:** Porción de terreno localizado en el Barrio Llanos Costa, Sector El Corozo, del término municipal de Cabo Rojo, Puerto Rico. Identificado como Predio "D" en el correspondiente Plano de Inscripción. Con una cabida superficial de noventa y ocho mil doscientos cincuenta y nueve metros cuadrados con setecientas cincuenta milésimas de otro (98,259.750 m.c.), equivalentes a veinticinco cuerdas (25 cdas.). Colindante por el NORTE, en cuatrocientos sesenta y cuatro punto treinta y nueve metros (464.39 m.), con el Predio "E"; por el SUR, en doscientos setenta y cuatro punto ochenta y nueve metros (274.89 m.), con el Predio "A", en cien metros (100 m.) con el Predio "C" y en noventa y siete punto setenta y dos metros (97.72 m.) con el Predio "R"; por el SUROESTE, en veinticinco punto diecisiete metros (25.17 m.) con el Predio "B"; por el SURESTE, en quince metros (15.00 m.), con camino público existente; por el ESTE, en ciento treinta y nueve punto noventa y nueve metros (139.99 m.), con el Predio "C" y en doscientos cuarenta y dos punto cincuenta y un metros (242.51 m.), con el Predio número trece (13); y por el OESTE, en ciento treinta y nueve punto noventa y nueve metros (139.99 m.), con el Predio "C" y en doscientos treinta y dos punto treinta y un metros (232.31 m.), con terrenos del doctor Enrique Carlo Aymat."

The PROPERTY is identified in the Registry as property number twenty four thousand nine hundred thirty (24,930), recorded at page one hundred thirty seven (137) of volume six hundred eighty four (684) of Cabo Rojo, of the Registry.

The PROPERTY was acquired by Seller through deed number six (6), executed in San Juan, Puerto Rico, on March three (3), two thousand twenty one (2021), before notary public Jaime Fernando González Suárez, presented for recording at entry two thousand twenty one dash zero two four four four zero dash S G zero one (2021-024440-SG01) of the Karibe System of the Registry.

The property tax identification number assigned to the PROPERTY by the Centro de Recaudación de Ingresos Municipales ("CRIM") is four hundred two dash zero zero zero dash zero zero five dash fifty four dash zero zero zero (402-000-005-54-000).

To the best of Sellers' knowledge, the PROPERTY is subject to the following liens and/or encumbrances:

By its origin, the PROPERTY is free and clear of liens and encumbrances.

By itself, the PROPERTY is subject to the following liens and encumbrances:

1.1. Perpetual right of way easement encumbering the PROPERTY in favor of property number twenty four thousand nine hundred twenty nine (24,929), recorded at the movable page ("folio móvil") of Cabo Rojo of the Registry. This easement was constituted as per deed number two hundred twenty eight (228), executed in Cabo Rojo, Puerto Rico, on August twenty eight (28), nineteen hundred ninety nine (1999), before notary public Rafael Doitteau Cruz, recorded at page one hundred thirty nine (139) of volume six hundred eighty four (684) of Cabo Rojo of the Registry, parcel number twenty four thousand nine hundred thirty (24,930), second (2nd) recording (the "**Permitted Encumbrance**").

G.D.F.R.

1.2. Mortgage guaranteeing a mortgage note in the principal sum of TWO MILLION FIVE HUNDRED THOUSAND DOLLARS ($2,500,000), of which SIX HUNDRED THOUSAND DOLLARS ($600,000) correspond to the PROPERTY, to the order of Cooperativa de Ahorro y Crédito Saulo D. Rodríguez, or its legal holder, with interest at fifteen percent (15%) per annum, due upon demand, constituted as per deed number thirty eight (38), executed in Gurabo, Puerto Rico, on October twenty eight (28), two thousand twenty two (2022), before notary public José Guillermo Barea Fernández, presented for recording on November three (3), two thousand twenty two (2022), at entry two thousand twenty two dash one four three two one one dash S G zero one (2022-143211-SG 01) of the Karibe System of the Registry.

TWO: Buyer wishes to acquire an option to buy the PROPERTY, with all its improvements, and rights and annexes, and Seller wishes to grant, and hereby grants, said option to Buyer (hereinafter the "**Option**"), in accordance with the following:

TERMS AND CONDITIONS:

THREE: The purchase price of the PROPERTY will be the lump sum of TWO MILLION DOLLARS ($2,000,000) (the "**Purchase Price**"). The Purchase Price is not subject to any appraisal report, and Seller shall have no obligation to reduce the Purchase Price as a result of appraisal report(s) obtained by Buyer or any other person(s) or entity(ies). The Purchase Price will be payable as follows:

3.1. Simultaneously with the execution of this Agreement and as consideration for the Option, Buyer has paid to the order of Seller the sum of ONE HUNDRED THIRTY FIVE THOUSAND DOLLARS ($135,000), as good faith deposit (the "**Deposit**"), which will be non-reimbursable, except only as set forth below in this Agreement. The Deposit shall be credited to the Purchase Price simultaneously with the execution of the Purchase-Sale Deed (as defined below).

3.2. Simultaneously with the execution of the public deed whereby Buyer will purchase the PROPERTY from Seller (the "**Purchase-Sale Deed**"), Buyer will pay to Seller, through manager's check, the sum of ONE MILLION EIGHT HUNDRED SIXTY FIVE THOUSAND DOLLARS ($1,865,000).

FOUR: The Option is granted for a term of one hundred fifty (150) days, starting on March first (1st), two thousand twenty four (2024) and ending on August first (1st), two thousand twenty four (2024) (the "**Term**").

FIVE: If Buyer does not execute the Purchase-Sale Deed within the Term (except for reasons attributable to Seller), then the Deposit will be retained by the Seller, as liquidated damages and Seller shall have no further liabilities or obligations to Buyer with regards to the PROPERTY. If the PROPERTY cannot be bought by Buyer within the Term, for reasons attributable to Seller, then Seller will reimburse the Deposit to Buyer at the end of the Term and Buyer will not relinquish its right to buy the PROPERTY as per the applicable terms and conditions of this Agreement. Buyer has represented to Seller that Buyer's execution of the Purchase-Sale Deed is not subject to Buyer obtaining financing therefor. Furthermore, Buyer acknowledges and agrees that the

Purchase Price shall not be modified or adjusted by the Seller as a result of appraisal report(s) for the PROPERTY obtained by the Buyer or by any other person(s) or entity(ies).

SIX: The real estate property taxes payable to the CRIM, and all special taxes (if applicable) of the PROPERTY will be the responsibility of Seller and payable by Seller up to the date of execution of the Purchase-Sale Deed (the "**Closing Date**"). Thereafter, they shall be the responsibility of Buyer and payable by Buyer.

SEVEN: The Purchase-Sale Deed shall be executed before a notary public selected by Buyer, and the notary's fees shall be paid by Buyer.

EIGHT: Deeds to cancel, or release the PROPERTY from, any liens or encumbrances affecting the PROPERTY, existing at the time of execution of the Purchase-Sale Deed, except the Permitted Encumbrance, will be executed no later than the Closing Date, before a notary public selected by Buyer. The legal fees, stamps in the original and first certified copy of the deed(s) to cancel any liens or encumbrances affecting the PROPERTY or to release the PROPERTY from any such lien(s) (except the Permitted Encumbrance), as well as its/their recording rights, will be for the account of Seller and payable by Seller.

NINE: Buyer specifically acknowledges and agrees that, except as expressly set forth in Paragraph FOURTEEN hereof, (i) Seller shall sell and Buyer shall purchase the PROPERTY "as-is," "where-is" and "with all faults" and latent and patent defects, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or written, express or implied, statutory or otherwise, from Seller or any of its agents, employees, members, representatives, attorneys or brokers (each such party, a "**Seller's Affiliate**") as to any matter concerning the PROPERTY, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the PROPERTY provided by Seller to Buyer (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the PROPERTY or any aspect or portion thereof (including, without limitation, structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities, electrical, mechanical, HVAC, plumbing, sewage, and utility systems, facilities, and appliances, soils, geology, and groundwater); (b) the dimensions, area, and lot size of the PROPERTY and the square footage of the buildings or improvements located thereon or of any tenant space therein; (c) the development or income potential, or rights of or relating to, the PROPERTY or the PROPERTY's use, habitability, merchantability, or fitness, or the suitability,

6.2 F.R.

value, or adequacy of the PROPERTY for any particular purpose; (d) the zoning or other legal status of the PROPERTY or any other public or private restrictions on the use of the PROPERTY, the compliance of the PROPERTY or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of Buyer or any other person to obtain any necessary governmental approvals, licenses, or permits for Buyer's or such other person's intended use or development of the PROPERTY; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters relating to the operation of the PROPERTY. Buyer expressly acknowledges and agrees that Buyer is not relying on any representation or warranty of Seller or any Seller's Affiliate, whether implied, presumed, or expressly provided at law or otherwise, arising by virtue of any statute, common law, or other legally binding right or remedy in favor of Buyer. Buyer further acknowledges and agrees that Seller is under no duty to make any inquiry regarding any matter that may or may not be known to Seller or any Seller's Affiliate. Upon execution of the Purchase-Sale Deed, Buyer shall assume the risk of adverse matters relating to adverse physical and legal conditions that may not have been revealed by Buyer's investigations, and Buyer, upon execution of the Purchase-Sale Deed, shall be deemed to have waived, relinquished and released Seller and all Seller's Affiliate from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which Buyer might have asserted or alleged or may assert or allege in the future against Seller or any Seller's Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws, and any and all other acts, omissions, events, circumstances or matters regarding the PROPERTY. This Section shall survive the execution of the Purchase-Sale Deed.

V.P.T.

A.M.S.

G.D.F.R.

TEN: Through the Purchase-Sale Deed, Buyer will acquire recordable fee simple title to the PROPERTY and possession thereof, free and clear of occupants, liens and encumbrances, except only the Permitted Encumbrance. During the Term of the Option, Seller shall have possession of the PROPERTY and will be allowed to conduct legal business activities in the PROPERTY, in the ordinary course of Seller's business.

ELEVEN: The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights of the Purchase-Sale Deed in the Registry will be paid by Buyer. The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of the deeds of cancellation and/or release of lien(s), if any, related to the PROPERTY shall be paid by Seller.

TWELVE: This Agreement will be interpreted in accordance with the laws of Puerto Rico and governed by them. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of Puerto Rico in the event of any litigation pursuant to this agreement.

THIRTEEN: All notices to the parties pursuant to this Agreement must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:

TO SELLER:
EL COMBATE DEVELOPMENT, LLC
Buzón 607
Camino El Guayo
Mayaguez, PR 00680-6113
Attention: Mr. Víctor Andino
Electronic Mail: andino_victor@hotmail.com

V.A.

With a copy to:

Pedro E. Ortíz Alvarez, Esq.
P.O. Box 9009
Ponce, PR 00732-9009
Electronic Mail: pedro @poalaw.com

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TO BUYER:
CABO ROJO LAND ACQUISITION LLC
Ochoa Building
500 de la Tanca Street, Suite 514
San Juan, PR 00901
Attention: Eileen Sawyer

with a copy to:

250 Muñoz Rivera Ave., Suite 440
San Juan, PR 00918
Attention: Roberto Ruíz
Electronic Mail: roberto.ruiz@ccgc.com.do

TO BROKER:
ICONIC REALTY GROUP, LLC

654 Unión Street
Miramar
San Juan, PR 00907
Attention: Ileana Margarita Cambó Saavedra
Electronic Mail: ileanacambo@gmail.com

FOURTEEN: Seller represents and warrants to Buyer that, to the best of Seller's knowledge, in the PROPERTY there are no toxic, dangerous, contaminated or contaminating substances, and that the PROPERTY has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances. EXCEPT FOR THE FOREGOING REPRESENTATION, BUYER ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY OTHER REPRESENTATIONS OR WARRANTIES WHATSOEVER BY SELLER OR ANY AGENT, OFFICER, EMPLOYEE OR REPRESENTATIVE THEREOF REGARDING THE PROPERTY. BUYER HEREBY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS SALE IS MADE WITHOUT REPRESENTATION, COVENANT OR WARRANTY OF ANY KIND (WHETHER EXPRESS, IMPLIED OR STATUTORY) BY SELLER.

V.A.

FIFTEEN: The appearing parties acknowledge that the Broker, Iconic Realty Group, LLC, represented by Mrs. Ileana Margarita Cambó Saavedra, real estate broker with Puerto Rico license number twenty one thousand eight hundred fifty nine (21,859), has acted as real estate broker for Seller in the transaction which is the subject of this Option. The fees to the Broker for said service will be the responsibility of Seller. Said fees will amount to ONE HUNDRED TWENTY THOUSAND DOLLARS ($120,000), equivalent to six percent (6%) of the Purchase Price of the PROPERTY. Buyer will not be responsible for the payment of any brokerage commission. Of said brokerage commission, the Broker has received from Seller the sum of SIXTY THOUSAND DOLLARS ($60,000) simultaneously with the execution of this Agreement and the balance of SIXTY THOUSAND DOLLARS ($60,000) will be paid by Seller to the Broker simultaneously with the execution of the Purchase-Sale Deed and contingent to said execution.

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SIXTEEN: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this agreement.

SEVENTEEN: In the event that any clause or provision of this agreement is declared null, void or invalid by a final and firm resolution, judgement or judicial order, then and in that event the rest of this agreement will continue in full force and effect.

EIGHTEEN: During the Term, Buyer and its employees, agents and/or contractors are authorized to enter the PROPERTY to make studies, identify boundaries, take measurements and make inspections, during business days and hours, and the persons entering the PROPERTY pursuant to this authorization will be responsible for the damages suffered or caused by them in the PROPERTY. Every employee who enters the PROPERTY pursuant to this authorization will be insured by a valid policy of the Puerto Rico State Insurance Fund, and, if applicable, of the "Chauffers' Insurance" or "Seguro Choferil". In addition, Buyer will have in place, during the term of the Option, a public liability insurance policy covering damages caused or suffered in the PROPERTY by the persons who enter it pursuant to this authorization, with a minimum coverage of ONE MILLION DOLLARS ($1,000,000) per occurrence. Sellers will appear as co-insured in the policy, together with Buyer. BUYER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SELLERS FROM AND AGAINST ANY AND ALL LIENS, ACTIONS, LOSSES, COSTS, DAMAGES, CLAIMS, LIABILITIES, EXPENSES, PENALTIES, FINES, INTEREST OR SUITS (INCLUDING LITIGATION EXPENSES AND COURT COSTS AND REASONABLE ATTORNEYS' FEES) BROUGHT, SOUGHT OR INCURRED BY OR AGAINST THE SELLERS RESULTING FROM, ARISING OUT OF, OR IN ANY WAY RELATING TO, ENTRY UPON THE PROPERTY BY BUYER OR ANY OF THE OTHER BUYER'S REPRESENTATIVES OR OTHERWISE IN ANY WAY RELATED TO ANY OF BUYER'S INSPECTIONS OR INVESTIGATIONS OF THE PROPERTY, WHETHER CONDUCTED PRIOR TO, AS OF OR SUBSEQUENT TO THE DATE OF THIS AGREEMENT, OR ANY VIOLATION OF THE PROVISIONS OF THIS PARAGRAPH TWENTY-TWO, EXCEPT FOR ANY LIENS, ACTIONS, LOSSES, COSTS, DAMAGES, CLAIMS AND LIABILITIES WHICH ARE CAUSED BY SELLERS OR SELLERS' REPRESENTATIVES' WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. The foregoing indemnification and repair and restoration obligations (herein collectively referred to as "**Buyer's Indemnity**") shall expressly survive the Closing Date or any earlier termination of this Agreement.

V.A.

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NINETEEN: During the Term, Buyer, at Buyer's sole expense, is authorized to seek the approvals, permits and endorsements necessary for the development in the PROPERTY of a residential, recreational and tourism project, or of part of a residential, recreational and tourism project, provided the existing zoning of the PROPERTY is not changed, and that such approvals, permits and endorsements (i) comply with the requirements of the existing zoning of the PROPERTY; and (ii) do not negatively affect and/or diminish the value or quality of the PROPERTY. Seller hereby commits to confirm this authorization in writing if required by Buyer, for presentation to the corresponding public or governmental agencies and entities. If the

PROPERTY is not purchased by Buyer, all approvals, permits and endorsements obtained by Buyer for the PROPERTY pursuant to the aforesaid authorization will be transferred and assigned by Buyer to Seller at the end of the Term, at no cost to Seller. Buyer acknowledges and agrees that (A) the Term shall not be extended as a result of delays or failures by the Buyer to obtain the desired permits for Buyer's intended use of the PROPERTY; and (B) Seller shall not be under any obligation to return the Deposit to Buyer due to a failure or delay by the Buyer in obtaining the permits required for Buyer's intended use of the PROPERTY.

TWENTY: The PROPERTY may not be materially altered during the Term, except only if specifically authorized in advance, in writing, by Seller and Buyer.

TWENTY ONE: The Option is not transferable by Seller. Conversely, Buyer is authorized to transfer or assign this agreement and all its rights and obligations hereunder to an affiliate of Buyer, at the sole option and discretion of Buyer.

TWENTY TWO: As a *sine qua non* condition of this Agreement, Seller has completed and made available to Buyer, directly or through the Broker, the form attached hereto and made a part hereof as **Exhibit A**, duly filled.

V.D.F.R.

IN WITNESS WHEREOF, the appearing parties execute and sign this agreement on the dates and in the places which appear in the affidavits underneath their respective signatures, below, to be effective in San Juan, Puerto Rico, on the date which appears in its introductory paragraph, above.

EL COMBATE DEVELOPMENT, LLC

VICTOR ANDINO FIGUEROA
President

CABO ROJO LAND ACQUISITION LLC

GLADYS OMAYRA FONTANEZ REYES
Authorized Representative

ICONIC REALTY GROUP, LLC

ILEANA MARGARITA CAMBÓ SAAVEDRA
Authorized Representative

Affidavit Number: 4,608

Acknowledged and subscribed before me by Víctor Andino Figueroa, in has capacity as President of El Combate Development, LLC, of legal age, married, business executive and resident of Toa Baja, Puerto Rico, personally known to me. In San Juan, Puerto Rico, on this twenty fifth (25th) day of March, two thousand twenty four (2024).

MARIA DEL ROSARIO PUJOL THOMPSON
ABOGADO-NOTARIO

Notary Public

RECIBO
4U23-00043617
Sello
9397
03/12/2024
$5.00
Sello de Asistencia Legal
80004-2024-0312-66577084



Affidavit Number: 4,609

Acknowledged and subscribed before me by Gladys Omayra Fontanez Reyes, of legal age, single, attorney at law and resident of San Juan, Puerto Rico, in her capacity as Authorized Representative of Cabo Rojo Land Acquisition LLC, who is personally known to me. In San Juan, Puerto Rico, on this twenty fifth (25th) day of March, two thousand twenty four (2024).

MARIA DEL ROSARIO PUJOL THOMPSON
ABOGADO-NOTARIO

Notary Public



Affidavit Number: 4,610

Acknowledged and subscribed before me by Ileana Margarita Cambo Saavedra, of legal age, married, real estate broker and resident of San Juan, Puerto Rico, in her capacity as Authorized Representative of Iconic Realty Group, LLC, who is personally known to me. In San Juan, Puerto Rico, on this twenty fifth (25th) day of March, two thousand twenty four (2024).

MARIA DEL ROSARIO PUJOL THOMPSON
ABOGADO-NOTARIO

Notary Public



---I HEREBY CERTIFY, that the first certified copy of the present deed was issued in favor of Buyer, at the same date and place of the execution thereof. I ATTEST. ----------

NOTARY

----------**DEED NUMBER EIGHT (8)** ----------

----------**PURCHASE AND SALE** ----------

---In San Juan, Puerto Rico, on May twenty-six (26), two thousand twenty-three (2023). ----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with residence and offices in San Juan, Puerto Rico.----------

---------- **APPEAR:** ----------

---**AS THE PARTY OF THE FIRST PART: ORIENTAL BANK** (hereinafter referred to as "SELLER"), a banking corporation organized and existing under the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Officer María Milagros Cotto-Febo, who is of legal age, married, banker and resident of San Juan, Puerto Rico, and whose authority to represent SELLER herein arises from a Certificate of Corporate Resolution, executed by Carlos O. Souffront, in his capacity as Secretary of SELLER, on April twenty-seven (27), two thousand twenty-two (2022), in San Juan, Puerto Rico, before Notary Hugh González Robison. I, the Notary, hereby certify that I have examined the original of the aforesaid Certificate of Corporate Resolution, and that, in my opinion, it is adequate and sufficient, and complies with all legal requirements needed to authorize Ms. Cotto-Febo to appear herein on behalf of SELLER. ----------

---**AS THE PARTY OF THE SECOND PART: CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "BUYER"), a limited liability company organized, existing and in good standing in accordance with the laws of Puerto Rico, represented herein by its Authorized Representative, Gladys Omayra Fontánez-Reyes, who is of legal age, single, attorney at law and resident of San Juan, Puerto Rico, whose authority to represent BUYER in this public deed arises from a

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Certificate of Resolution of BUYER signed by Eileen Sawyer, in her capacity of Manager of BUYER, on May fifteen (15), two thousand twenty-three (2023), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engine of the Department of State of the State of New York. I further certify that I have examined the original of the aforesaid Certificate of Resolution of Cabo Rojo Land Acquisition LLC, and that, in my opinion, it is adequate and sufficient, and complies with all legal requirements needed to authorize Ms. Fontánez-Reyes to appear herein on behalf of BUYER. ----------

---I hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective age, civil status, occupation and residence. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily,----------

----------**STATE AND AGREE:**----------

---**FIRST:** SELLER is the sole owner of fee simple title ("*pleno dominio*") and has the possession of the four (4) parcels of land located in Cabo Rojo, Puerto Rico, which are respectively described in the Spanish language as follows: ----------

----------**PROPERTY ONE (1)** ----------

---**"RUSTICA:** Parcela número cinco (5), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas y en lindes: por el NORTE, con la parcela número treinta y tres (33) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número ochenta y siete (87) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número seis (6) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número sesenta y seis (66) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."----------

---Property One is identified at the Registry of Property of Puerto Rico

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(hereinafter, the "Registry") as property number 18,692, recorded at page 1 of volume 508 of Cabo Rojo, Section of San Germán of the Registry. ----The tax identification number ("*número de catastro*") assigned to Property One by the Municipal Revenue Collection Center ("CRIM") is 402-018-327-44-000.----------

---Property One was acquired by SELLER through Deed Number Eighty-Nine (89), executed in San Juan, Puerto Rico, on March eight (8), two thousand twenty-three (2023), before Notary Steven O. Morales Pabón, filed and pending recordation at the Registry at entry 2023-034228-SG01.----------

---Property One is free and clear of liens and encumbrances.----------

----------**PROPERTY TWO (2)** ----------

---**"RUSTICA:** Parcela número seis (6), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a un (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas, y en lindes; por el NORTE, con la parcela número treinta y tres (33) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número ochenta y ocho (88) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número cuarenta (40) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número cinco (5) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela." ----------

---Property Two is identified at the Registry as property number 18,693, recorded at page 7 of volume 508 of Cabo Rojo, Section of San Germán of the Registry.----------

---The tax identification number assigned to Property Two by the Municipal Revenue Collection Center ("CRIM") is 402-018-327-43-000. ----------

---Property Two was acquired by SELLER through Deed Number Eighty-Nine (89), executed in San Juan, Puerto Rico, on March eight (8), two thousand twenty-three (2023), before Notary Steven O. Morales Pabón, filed and pending recordation at the Registry at entry 2023-034228-SG01.----------

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---Property Two is free of liens and encumbrances. ----------

----------**PROPERTY THREE (3)** ----------

---**"RUSTICA:** Parcela número sesenta y cuatro (64), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes, por el NORTE, con la parcela número ciento setenta y cuatro (174) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número ciento treinta y ocho (138) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número ciento setenta y siete (177) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número treinta y uno (31) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela." ----------

---Property Three is identified at the Registry as property number 18,802, recorded at page 61 of volume 510 of Cabo Rojo, Section of San Germán of the Registry. ----------

---The tax identification number assigned to Property Three by the Municipal Revenue Collection Center ("CRIM") is 402-018-327-42-000. ----------

---Property Three was acquired by SELLER through Deed Number Eighty-Nine (89), executed in San Juan, Puerto Rico, on March eight (8), two thousand twenty-three (2023), before Notary Steven O. Morales Pabón, filed and pending recordation at the Registry at entry 2023-034228-SG01. ----------

---Property Three is free of liens and encumbrances. ----------

----------**PROPERTY FOUR (4)** ----------

---**"RUSTICA:** Parcela número ciento setenta y cuatro (174), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas y en lindes: por el NORTE, con la parcela número setenta y nueve (79) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número sesenta y cuatro (64) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número ciento setenta y nueve (179) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número veintinueve (29) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela."

---Property Four is identified at the Registry as property number 18,809,

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recorded at page 103 of volume 510 of Cabo Rojo, Section of San Germán of the Registry. ----------

---The tax identification number assigned to Property Four by the Municipal Revenue Collection Center ("CRIM") is 402-018-327-41-000. ----------

---Property Four was acquired by SELLER through Deed Number Eighty-Nine (89), executed in San Juan, Puerto Rico, on March eight (8), two thousand twenty-three (2023), before Notary Steven O. Morales Pabón, filed and pending recordation at the Registry at entry 2023-034228-SG01. ----------

---Property Four is free of liens and encumbrances. ----------

---Property One, Property Two, Property Three and Property Four will be jointly referred to hereinafter as, the "Property". ----------

----------**PURCHASE AND SALE**----------

---**SECOND:** SELLER hereby sells, conveys and transfers fee simple title ("*pleno dominio*") to the Property and the possession thereof to BUYER, and BUYER hereby purchases from SELLER fee simple title to the Property and the possession thereof, in accordance with the following ----------

----------**TERMS AND CONDITIONS:** ----------

-----One**:** The purchase price of the Property is the lump-sum of **TWO MILLION DOLLARS ($2,000,000)** (hereinafter the "Purchase Price"). The Purchase Price is not subject or conditioned to an appraisal report or survey, and SELLER shall have no obligation to adjust or reduce the Purchase Price as a result of any appraisal report(s) or survey(s) obtained by BUYER or anybody else. Of the Purchase Price, (i) the sum of FIVE HUNDRED THOUSAND DOLLARS ($500,000) corresponds to PROPERTY ONE (1); (ii) the sum of FIVE HUNDRED THOUSAND DOLLARS ($500,000) corresponds to PROPERTY TWO (2); (iii) the sum of FIVE HUNDRED THOUSAND DOLLARS ($500,000)

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corresponds to PROPERTY THREE (3); and (iv) the sum of FIVE HUNDRED THOUSAND DOLLARS ($500,000) corresponds to PROPERTY FOUR (4). ----------

-----Two: The Purchase Price has been paid in full by BUYER to SELLER simultaneously with, or prior to, the execution of this public deed, and SELLER hereby acknowledges receipt thereof in form and substance acceptable to SELLER.----------

-----Three: This public deed entitles BUYER to the immediate possession of the Property, without any additional formality, document or request. ----------

-----Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of SELLER and, thereafter, for the account of BUYER.------

-----Five: SELLER hereby delivers to BUYER fee simple title to the Property, vacant, and free and clear of all liens, encumbrances or defects,

-----Six: BUYER specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) SELLER hereby sells and BUYER hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) except only as set forth in sub-paragraph Ten of this paragraph SECOND, BUYER is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from SELLER or any of SELLER's agents employees, members, representatives, attorneys or brokers (each such party a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by SELLER to BUYER (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the

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Property or any aspect or portion thereof (including, without limitation, structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities, electrical, mechanical HVAC, plumbing, sewage, and utility systems, facilities, and appliances, soils, geology, and groundwater); (b) the dimensions, area, and lot size of the Property and the square footage of the buildings or improvements located thereon, if any, or of any tenant space therein; (c) the development or income potential, or rights of or relating to, the Property or the Property's use, habitability, merchantability, or fitness, or the suitability, value, or adequacy of the Property for any particular purpose, (d) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of BUYER or any other person to obtain any necessary governmental approvals, licenses, or permits for BUYER's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters regarding the operation of the Property. BUYER expressly acknowledges and agrees that, except only as set forth in sub-paragraph Ten of this Paragraph SECOND, BUYER is not relying on any representation or warranty of SELLER or any Seller Affiliate, whether implied, presumed or expressly provided at law or otherwise, arising by virtue of any statute, common law, or other legally binding right or remedy in favor of BUYER; and (iii) BUYER is aware that SELLER has no permits, plans or other similar documents related to the Property, which was acquired by SELLER through a deed of transfer in

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lieu of payment ("*Dación en Pago*") as per Deed Number Eighty-Nine (89), executed on March eight (8), two thousand twenty three (2023), before Notary Steven O. Morales Pabón. BUYER further acknowledges and agrees that SELLER is under no duty to make any inquiry regarding any matter that may or may not be known to SELLER or any Seller Affiliate. Upon execution of this public deed, BUYER shall assume the risk of adverse matters relating to adverse investigations, and BUYER, upon execution of this public deed, shall be deemed to have waived, relinquished and released SELLER and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which BUYER might have asserted or alleged or may assert or allege in the future against SELLER or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution of this public deed. ----------

JORGE A. MORALES CORDERO
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-----Seven: The notarial fees, stamps on the original, stamps on the first certified copy and recording rights of this public deed at the Registry will be paid by BUYER. ----------

-----Eight: This public deed will be interpreted and governed in accordance with the laws of Puerto Rico. The appearing parties submit themselves to the exclusive jurisdiction of the Court of First Instance of the Commonwealth of Puerto Rico in the event of any litigation arising out of this public deed. ----------

6.J.F.R.

-----Nine: All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties: ----------

---------TO SELLER: ----------

---------ORIENTAL BANK ----------

---------PO Box 195115 ----------
---------San Juan, PR 00919-5115 ----------

---------Attention: María M. Cotto-Febo----------
---------Electronic Mail: mmcotto@orientalbank.com ----------

---------TO BUYER:----------

---------CABO ROJO LAND ACQUISITION LLC----------
---------733 Third Avenue ----------
---------New York, NY 10017----------
---------Attention: Eileen Sawyer ----------
---------Electronic Mail: roberto.ruiz@ccgc.com.do ----------

-----Ten: SELLER represents and warrants to BUYER that, to the best of SELLER's knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances. EXCEPT FOR THE FOREGOING REPRESENTATION, BUYER ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER BY SELLER OR ANY AGENT, OFFICER, EMPLOYEE OR REPRESENTATIVE THEREOF REGARDING THE PROPERTY. BUYER HEREBY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS SALE IS MADE WITHOUT REPRESENTATION, COVENANT OR WARRANTY OF ANY KIND (WHETHER EXPRESS, IMPLIED OR STATUTORY) BY SELLER. ----------

-----Eleven: The appearing parties acknowledge that Mr. José Enrique Pérez Cruz (the "BROKER"), real estate broker with Puerto Rico license number ten thousand four hundred seventy-eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the object of this purchase and sale deed. The fees to Mr. Pérez Cruz and his associates, if any, for said service are the responsibility of BUYER and BUYER represents that they have been paid by BUYER to BROKER simultaneously with the execution of this public deed. Said fees amount to ONE HUNDRED THOUSAND DOLLARS ($100,000), equivalent to five per cent (5%) of the Purchase Price of the Property.----------

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-----Twelve: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed. ----------

-----Thirteen: In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the remaining provisions of this public deed will continue in full force and effect.----------

-----Fourteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver such documents or instruments, public or private, which may be necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any correction deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of BUYER, except that each party shall bear the fees of their respective counsel.----------

-----Fifteen: This Deed constitutes the entire agreement of the parties regarding the sale and transfer of the Property, and supersedes any prior agreement, written or oral, with respect thereto. ----------

---**THIRD:** The Notary advises BUYER as to the importance of filing the corresponding property change of ownership application before the CRIM, and to obtain, prior to the execution of this deed, a certification indicating whether any sums related to property taxes are owed by SELLER. Pursuant to applicable law, BUYER is responsible for filing at the CRIM the corresponding application for change of ownership within thirty (30) days from the execution hereof. BUYER hereby declares that it is fully aware of the aforementioned obligations and releases the subscribing Notary from this responsibility.----------

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

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----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed as drafted, to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ----------

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstract was prepared by RAC Title Search, Inc., and is dated March twenty-four (24) two thousand twenty-three (2023); ----------

-----(c) that after the date of such title abstract and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry of the Property of Puerto Rico that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry of the Property of Puerto Rico as of the date of the title abstract.----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry of the Property of Puerto Rico, or direct corroboration by examining the books of the Registry of the Property of Puerto Rico, and that the negative certification of the Registry of the Property of Puerto Rico does not exclude the possibility of liens recorded after the date of the certification;----------

-----(e) of the right of the BUYER to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates BUYER in the

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event that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood-prone zone, the owner or party in possession of the Property is required to comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.; ----------

-----(g) of the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property; ----------

-----(h) of the importance of recording a copy of this Deed at the Registry, the costs relating thereto and of the consequences of not filing a certified copy of this Deed at the Registry; ----------

-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property; ----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations; ----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its content. ----------

-----(l) The appearing parties are hereby informed that the Notary has the obligation to file an informative return in connection with the records on taxation of the Property with the Puerto Rico Department of the Treasury, for which reason the appearing parties have the obligation to provide the Notary with the information necessary for the filing of the same, which must be accurate and complete. The Notary also advised SELLER of its obligation to include any long-term capital gain resulting from the sale of the Property in its income tax return, for which it must determine the

JORGE A. MORALES CORDERO ABOGADO NOTARIO

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gain, if any, and comply with the tax obligation that determines the law. I, the Notary, attest that the appearing parties have provided me with the necessary information for the preparation of the *Informative Return on Segregation, Grouping or Transfer of Real Estate* and said parties assured me that the information is correct; and ----------

-----(m) That if any structure on the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et seq.*, is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Seller, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the seller and its agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed.----------

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----------**READING, ACCEPTANCE AND EXECUTION** --------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon

the appearing parties signed this Deed before me, and affixed their initials on each page thereof.----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

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MORELL • CARTAGENA • DAPENA

JORGE ANTONIO MORALES CORDERO

Plaza 273 Suite 700
273 Ponce de León
San Juan, PR 00917-1934
787-723-1233; 787-729-1974
jorge.morales@mbcdlaw.com

CERTIFIED COPY OF DEED NUMBER THREE (3)

PURCHASE AND SALE

EXECUTED IN SAN JUAN, PUERTO RICO
ON MARCH 24, 2023

BEFORE:

JORGE ANTONIO MORALES CORDERO

BY:

PLAYA RUSTICA LLC
(SELLER);

CABO ROJO LAND ACQUISITION LLC
(BUYER);

AND

JOSÉ ENRIQUE PÉREZ CRUZ
(BROKER)

----------**DEED NUMBER THREE (3)** ----------

----------**PURCHASE AND SALE**----------

---In the Municipality of San Juan, Commonwealth of Puerto Rico, on this twenty-fourth (24th) day of March, two thousand twenty-three (2023). ---

---------- **BEFORE ME**----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with offices and residence in San Juan, Puerto Rico. ----------

---------- **APPEAR** ----------

---**AS THE PARTY OF THE FIRST PART: PLAYA RUSTICA LLC** (hereinafter referred to as "SELLER"), a limited liability company organized, existing and in good standing in accordance with the laws of the Commonwealth of Puerto Rico, represented herein by its President, EUGENIO SUÁREZ RIVERA, who is of legal age, single, business executive and resident of Cabo Rojo, Puerto Rico, and whose authority to represent SELLER in this public deed arises from Certificate of Resolution of Playa Rústica LLC, signed by Eugenio Suárez Rivera in his capacity as President of Playa Rústica LLC, in San Juan, Puerto Rico, on March twenty-four (24), two thousand twenty-three (2023), under Affidavit Number four thousand two hundred twenty (4,220) of Notary Public José Antonio Díaz Brugueras. I, the Notary, hereby certify that I have examined the original of the aforesaid Certificate of Resolution of Playa Rústica LLC, and that, in my opinion, it is adequate and sufficient, and complies with all legal requirements needed to authorize Eugenio Suárez Rivera to appear herein on behalf of SELLER. ----------

---**AS THE PARTY OF THE SECOND PART:** CABO ROJO LAND ACQUISITION LLC (hereinafter referred to as "BUYER"), a limited liability company organized, existing and in good standing in accordance with the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, GLADYS OMAYRA FONTÁNEZ REYES, who is of legal age, single, attorney at law and resident of San

Juan, Puerto Rico, and whose authority to represent BUYER in this public deed arises from the Certificate of Resolution of BUYER signed by Eileen Sawyer, in her capacity of Manager of BUYER, on March sixteen (16) two thousand twenty three (2023), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engine of the Department of State of the State of New York. I further certify that I have examined the original of the aforesaid Certificate of Resolution of Cabo Rojo Land Acquisition LLC, and that, in my opinion, it is adequate and sufficient, and complies with all legal requirements needed to authorize Ms. Fontánez Reyes to appear herein on behalf of BUYER. ----------

---**AS THE PARTY OF THE THIRD PART:** JOSÉ ENRIQUE PÉREZ CRUZ, also known as José E. Pérez (hereinafter referred to as "BROKER"), who is of legal age, married, real estate broker and resident of Bayamón, Puerto Rico.----------

---I, the Notary, do hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgement they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily, ----------

----------**STATE AND AGREE** ----------

---**FIRST:** SELLER is the sole owner of fee simple title ("*pleno dominio*") and has the possession of the two (2) parcels of land respectively described in the Spanish language, in the San Germán Section of the Registry of the Property of Puerto Rico (the "Registry"), as follows: ----------

----------**PROPERTY ONE (1)**----------

---**"RUSTICA:** Parcela número setenta y ocho (78), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO (5) CUERDAS, equivalentes a un (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas, y en lindes; por el NORTE, con el Mar Caribe; por el SUR, con la parcela número treinta y ocho (38) y servidumbre de paso de diez (10.00) metros de ancho,

de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número setenta y nueve (79) y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número setenta y siete (77) y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela." ----------

---PROPERTY ONE is identified in the Registry as property number eighteen thousand eight hundred seven (18,807), recorded at page 91 of volume 510 of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

---PROPERTY ONE was acquired by Seller through deed number twenty-seven (27), executed in San Juan, Puerto Rico, on June seven (7), two thousand nineteen (2019), before notary public Daniel García Chamorro, recorded in the Registry at the Karibe Volume of Cabo Rojo, Section of San Germán of the Registry, ninth (9th) inscription. ----------

---The real property tax identification number ("*número de catastro*") assigned by the Municipal Revenue Collection Center ("CRIM") to PROPERTY ONE is three hundred seventy-nine dash zero zero zero dash zero zero nine dash zero two dash zero zero zero (379-000-009-02-000).

---By its origin, PROPERTY ONE is free and clear of liens and encumbrances. By itself, PROPERTY ONE is subject to the following liens and encumbrances:----------

-----A. Restrictive Covenants about Edification and Agricultural Use, constituted as per deed number seventy-four (74), executed in Mayaguez, Puerto Rico, on November twenty (20), nineteen hundred seventy four (1974), before notary public Juan Jesús Ramírez Rivera, recorded at page 94 of volume 510 of Cabo Rojo, Section of San Germán of the Registry, first (1st) inscription. ----------

-----B.—Mortgage (the "Cancelled Mortgage") guaranteeing a mortgage note (the "Cancelled Mortgage Note") to the order of its bearer, in the principal sum of SIX HUNDRED THOUSAND DOLLARS ($600,000), of which THREE HUNDRED THOUSAND DOLLARS ($300,000) correspond to PROPERTY ONE (1), with interest at the rate of six per cent (6%) per annum, due on June first (1st), two thousand twenty five

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(2025), constituted as per deed number twenty eight (28), executed in San Juan, Puerto Rico, on June seven (7), two thousand nineteen (2019), before notary public Daniel García Chamorro, recorded at the Karibe volume of Cabo Rojo, Section of San Germán of the Registry, tenth (10th) inscription. The Cancelled Mortgage and the Cancelled Mortgage Note were cancelled pursuant to Deed Number Four (4) of Cancellation of Mortgage Note, executed in San Juan, Puerto Rico on January 20, 2022, which was filed and is pending recordation in the Registry at Karibe entry two thousand twenty-two dash one one five zero one seven dash "SG" zero one (2022-115017-SG01) (the "Deed of Cancellation of Mortgage").

----------**PROPERTY TWO (2)**----------

---**"RUSTICA:** Parcela número setenta y nueve (79), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO (5) CUERDAS, equivalentes a un (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas, y en lindes; por el NORTE, en una distancia de cincuenta y dos punto sesenta y dos (52.62) metros lineales, con el Mar Caribe; por el SUR, en una distancia de cincuenta y dos punto cincuenta y siete (52.57) metros lineales, con una servidumbre de diez (10.00) metros de ancho, cinco (5) de los cuales pertenecen a esta parcela y que la separa de la parcela ciento setenta y cuatro (174) de Enrique Carlo Aymat; por el ESTE, en una distancia de trescientos setenta y cuatro punto veinticuatro (374.24) metros lineales, con la parcela número uno (1) de la finca siete mil seiscientos tres (7,603) de Enrique Carlo Aymat; y por el OESTE, en una distancia de trescientos setenta y cuatro punto sesenta y seis (374.66) metros lineales, con la parcela setenta y ocho (78)."----------

---PROPERTY TWO is identified in the Registry as property number eighteen thousand eight hundred eight (18,808), recorded at page 97 of volume 510 of Cabo Rojo, Section of San Germán of the Registry.-------

---PROPERTY TWO was acquired by Seller through deed number twenty-seven (27), executed in San Juan, Puerto Rico, on June seven (7), two thousand nineteen (2019), before notary public Daniel García Chamorro, recorded at the Karibe Volume of Cabo Rojo, Section of San Germán of the Registry, eighth (8th) inscription. ----------

---The real property tax identification number ("*número de catastro*") assigned by the Municipal Revenue Collection Center ("CRIM") to PROPERTY TWO is three hundred seventy-nine dash zero zero zero dash zero zero nine dash zero three dash zero zero zero (379-000-009-03-000).

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---By its origin, PROPERTY TWO is free and clear of liens and encumbrances. By itself, PROPERTY TWO is subject to the following liens and encumbrances:----------

-----C. Restrictive Covenants about Edification and Agricultural Use, constituted as per deed number seventy-four (74), executed in Mayagüez, Puerto Rico, on November twenty (20), nineteen hundred seventy-four (1974), before notary public Juan Jesús Ramírez Rivera, recorded at page 94 of volume 510 of Cabo Rojo, Section of San Germán of the Registry, first (1st) inscription. ----------

-----D. The Cancelled Mortgage and the Cancelled Mortgage Note, which were cancelled pursuant to the Deed of Cancellation of Mortgage. -------

---PROPERTY ONE and PROPERTY TWO will be sometimes jointly referred to hereinafter as the "Property". ----------



---**SECOND:** On September twenty-six (26), two thousand twenty-two (2022), SELLER granted to BUYER's affiliate, PR INVESTCO LLC ("PR Investco"), an option to purchase the Property, pursuant to an Option Agreement (the "Option Agreement") executed on said date. The parties hereto acknowledge and agree that PR Investco has assigned to BUYER all of its rights and obligations under the Option Agreement, and that BUYER is the permitted assignee and successor of PR Investco thereunder.----------

----------**PURCHASE AND SALE** ----------

---**THIRD:** In accordance with the Option Agreement, SELLER hereby sells, conveys and transfers fee simple title ("*pleno dominio*") to the Property and the possession thereof to BUYER, and BUYER hereby purchases from SELLER fee simple title ("*pleno dominio*") to the Property and the possession thereof, in accordance with the following---

----------**TERMS AND CONDITIONS**----------

-----**One:** The purchase price of the PROPERTY is the lump sum of FIVE MILLION DOLLARS ($5,000,000) (hereinafter the "Purchase Price"). The Purchase Price is not subject or conditioned to an appraisal report,

and the SELLER shall have no obligation to adjust or reduce the Purchase Price as a result of any appraisal report(s) obtained by BUYER or anybody else. Of the Purchase Price, the lump sum of TWO MILLION FIVE HUNDRED THOUSAND DOLLARS ($2,500,000) corresponds to PROPERTY ONE, and the lump sum of TWO MILLION FIVE HUNDRED THOUSAND DOLLARS ($2,500,000) corresponds to PROPERTY TWO. ----------

-----**Two:** The Purchase Price is payable as follows:----------

----------A. The sum of TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000) was paid by BUYER to SELLER simultaneously with the execution of the Option Agreement. Of said sum, (i) one hundred twenty-five thousand dollars ($125,000) are applied to the purchase price of PROPERTY ONE, and (ii) one hundred twenty-five thousand dollars ($125,000) are applied to the purchase price of PROPERTY TWO. ------

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----------B. The sum of TWO MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($2,750,000) has been paid by BUYER to SELLER simultaneously with the execution of this public deed, and SELLER hereby acknowledges receipt thereof in form and substance acceptable to BUYER. Of said sum, (i) ONE MILLION THREE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($1,375,000) correspond to PROPERTY ONE, and (ii) ONE MILLION THREE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($1,375,000) correspond to PROPERTY TWO. ----------

----------C. The balance of the Purchase Price, net of the payments mentioned in the preceding two paragraphs, is the amount of TWO MILLION DOLLARS ($2,000,000), of which ONE MILLION ($1,000,000) corresponds to PROPERTY ONE, and ONE MILLION ($1,000,000) corresponds to PROPERTY TWO. Said balance will be referred to hereinafter as the "Deferred Purchase Price". The Deferred Purchase Price shall be paid by BUYER to SELLER in four (4) annual installments of FIVE HUNDRED THOUSAND DOLLARS ($500,000)

each, respectively, each due on March twenty-four (24), two thousand twenty four (2024), March twenty-four (24), two thousand twenty five (2025), and March twenty-four (24), two thousand twenty six (2026); plus (ii) a final installment of FIVE HUNDRED THOUSAND DOLLARS ($500,000) which will mature and will be due on September twenty-four (24), two thousand twenty six (2026). Of each of said four (4) installments of FIVE HUNDRED THOUSAND DOLLARS ($500,000), the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000) will correspond to PROPERTY ONE, and the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000) will correspond to PROPERTY TWO. Each payment of the Deferred Purchase Price shall be made by BUYER to SELLER by wire transfer in immediately available funds or in manager's check, without deduction or offset of any kind or proration and without requirement or notice from SELLER. The outstanding principal balance of the Deferred Purchase Price will earn interest at the rate of four percent (4%) per annum, commencing on the date of execution of this public deed and until full payment thereof.------

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-----**Three:** The Deferred Purchase Price is evidenced, secured and guaranteed by a mortgage note in the principal sum of TWO MILLION DOLLARS ($2,000,000) (hereinafter the "Two Million Dollar Mortgage Note"), which will be guaranteed by a first mortgage in the principal sum of TWO MILLION DOLLARS ($2,000,000) (the "Two Million Dollar Mortgage") encumbering the Property, of which the principal sum of ONE MILLION DOLLARS ($1,000,000) will correspond to PROPERTY ONE and the principal sum of ONE MILLION DOLLARS ($1,000,000) will correspond to PROPERTY TWO. A copy of the Two Million Dollar Mortgage Note is attached hereto and made an integral part hereof as Exhibit A. The Two Million Dollar Mortgage which guarantees the Two Million Dollar Mortgage Note has been constituted pursuant to Deed Number Two (2), executed as of the date hereof before Notary Public José Antonio Díaz Brugueras. SELLER hereby acknowledges

receipt of the original of the Two Million Dollar Mortgage Note.---------

---**Four:** This public deed entitles BUYER to the immediate possession of the Property, without any additional formality, document or request. -

---**Five:** All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of SELLER and, thereafter, those corresponding exclusively to any period after this date, for the account of BUYER. ----------

---**Six:** SELLER hereby delivers to BUYER fee simple title ("*pleno dominio*") to the Property, vacant, and free and clear of liens, encumbrances or defects, "as is, where is", subject only to the lien of the Two Million Dollar Mortgage and to the restrictive covenants mentioned in paragraph FIRST of this public deed. ----------

---**Seven:** BUYER specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) SELLER hereby sells and BUYER hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) BUYER is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from SELLER or any of SELLER's agents employees, members, representatives, attorneys or brokers (each such party a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by SELLER to BUYER (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof (including, without limitation, structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities, electrical, mechanical HVAC, plumbing, sewage, and utility systems, facilities, and appliances, soils, geology, and groundwater); (b) the dimensions, area, and lot size of the Property and the square footage

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of the buildings or improvements located thereon, if any, or of any tenant space therein; (c) the development or income potential, or rights of or relating to, the Property or the Property's use, habitability, merchantability, or fitness, or the suitability, value, or adequacy of the Property for any particular purpose, (d) the zoning of the Property or any other public or private restrictions on the use of the Property unknown to Seller, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of BUYER or any other person to obtain any necessary governmental approvals, licenses, or permits for BUYER's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters regarding the operation of the Property. BUYER expressly acknowledges and agrees that BUYER is not relying on any representation or warranty of SELLER or any Seller Affiliate, whether implied, presumed or expressly provided at law or otherwise, arising by virtue of any statute, common law, or other legally binding right or remedy in favor of BUYER. BUYER further acknowledges and agrees that SELLER is under no duty to make any inquiry regarding any matter that may or may not be known to SELLER or any Seller Affiliate. Upon execution of this public deed, BUYER shall assume the risk of adverse matters relating to adverse investigations, and BUYER, upon execution of this public deed, shall be deemed to have waived, relinquished and released SELLER and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), unknown to SELLER, which BUYER might have asserted or alleged or may assert or allege in the future against SELLER or any Seller Affiliate at any time by reason of or arising out of

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any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution this public deed.----------

---**Eight:** The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of this public deed will be paid by BUYER. The notarial fees, stamps on the original, stamps on the first certified copy and recording rights in the Registry of the Two Million Dollar Mortgage will also be paid by BUYER.----------

---**Nine:** This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of the Commonwealth of Puerto Rico in the event of any litigation pursuant to this public deed. ----------

---**Ten:** All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties: ----------

----------TO SELLER: ----------
----------PLAYA RUSTICA LLC----------
----------PO Box 971 ----------
----------Boquerón, PR 00622----------
----------Electronic Mail: eugeniosuarezpr@gmail.com ----------
----
----------TO BUYER: ----------
----------CABO ROJO LAND ACQUISITION LLC ----------
----------733 Third Avenue----------
----------New York, NY 10017 ----------
----------Attention: Eileen Sawyer----------
----------Electronic Mail: roberto.ruiz@ccgc.com.do----------
----
----------TO BROKER: ----------
----------Calle Cádiz 1218 ----------
----------Puerto Nuevo ----------
----------San Juan, PR 00920----------
----------Attention: José Enrique Pérez Cruz ----------
----------Electronic Mail: passportre@gmail.com----------

---**Eleven:** SELLER represents and warrants to BUYER that, to the best of SELLER's knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or

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contaminating substances. EXCEPT FOR THE FOREGOING REPRESENTATION, BUYER ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER BY SELLER OR ANY AGENT, OFFICER, EMPLOYEE OR REPRESENTATIVE THEREOF REGARDING THE PROPERTY. BUYER HEREBY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS SALE IS MADE WITHOUT REPRESENTATION, COVENANT OR WARRANTY OF ANY KIND (WHETHER EXPRESS, IMPLIED OR STATUTORY) BY SELLER.----------

---**Twelve:** The appearing parties acknowledge that the BROKER, José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy-eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the subject of this purchase and sale. The fees to Mr. Pérez Cruz and his associates, if any, for said service are the responsibility of BUYER and have been paid by BUYER to BROKER simultaneously with the execution of this public deed. Said fees amount to TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000), equivalent to five percent (5%) of the Purchase Price of the Property, and BROKER hereby acknowledges receipt thereof in form and substance acceptable to BROKER. ----------

---**Thirteen:** The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed.----------

---**Fourteen:** In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgement or judicial order, then and in that event, the rest of this public deed will continue in full force and effect. ----------

---**Fifteen:** The parties hereto agree and oblige themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver

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whatever documents or instruments, public or private, which may be necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any Rectification Deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of BUYER, except that each party shall bear the fees of their respective counsel. ----------

---**FOURTH:** The Notary advises BUYER as to the importance of filing the corresponding Property Tax Exemption and/or Change of Ownership Applications in the Municipal Revenue Collection Center (CRIM), and to obtain before the execution of this Deed, a Certification indicating whether the Property owes any sums related to property taxes. According to the Law, BUYER is responsible for filing at the Municipal Revenue Collection Center (CRIM) within the next thirty (30) days the corresponding application for Property Tax Exemption and /or Change of Ownership. The BUYER hereby declares that it is fully aware of the above-mentioned obligations and releases the subscribing Notary from this responsibility.----------

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----------**ACCEPTANCE AND WARNINGS**----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed as drafted, to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following:----------

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing notary public, and therefore, the parties agree to release the notary public from any and all liabilities with respect to any errors or omissions committed

in the preparation of such title abstract. Said title abstract was prepared by Capital Title Services Inc., and dated March sixteen (16), two thousand twenty-three (2023); ----------

-----(c) that subsequent to the date of such title abstract and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry of the Property of Puerto Rico that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry of the Property of Puerto Rico as of the date of the title abstract. ----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry of the Property of Puerto Rico, or direct corroboration by examining the books of the Registry of the Property of Puerto Rico, and that the negative certification of the Registry of the Property of Puerto Rico does not exclude the possibility of liens recorded after the date of the certification; ----------

-----(e) the right of the BUYER to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights. ----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.;----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property; ----------

-----(h) of the importance of recording a copy of this Deed in the Registry of the Property of Puerto Rico, the costs relating thereto and of the consequences that would result if a certified copy of this Deed is not recorded in the Registry of the Property of Puerto Rico; ----------

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-----(i) of the desirability of performing a search of the records of the Municipal Revenue Collection Center (CRIM) to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property; ----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations; ----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its content.----------

-----(l) of the need and consequences of filing the "*Planillas Informativas Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles*" with the Puerto Rico Treasury Department; and----------

-----(m) that they have received the orientation required by the Federal Law for the reduction of risks provoked by lead based paints in residential dwellings ("Residencial Lead-Paint Hazard Reduction Act", 42 U.S.C. §§ 4851 et seq.). In addition, it has been complied with the Disclosure Rule required by the Housing and Urban Development Department of the United States of America (HUD) and the Environmental Protection Agency (EPA) about the reach of these warnings in case there exists a structure in the Property, leaving the authorizing Notary free of any responsibility to this effect. ----------

----------READING, ACCEPTANCE AND EXECUTION---------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed as drafted, to their entire satisfaction, having I, the Notary Public, made to the appearing parties the necessary legal warnings concerning its execution. I, the Notary, hereby certify that this Deed was read by the persons appearing herein; that I advised them of their right to have witnesses present at the execution hereof, which right they have waived; that they acknowledge that they understand the

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contents of this Deed and the legal effects thereof; and that thereupon they signed this Deed before me and affixed their initials to each and every page hereof. ----------

---As to everything else contained in this public instrument, I the Notary, ATTEST AND GIVE FAITH. ----------

---Signed, sealed, marked and flourished by the authorizing Notary, Jorge Antonio Morales Cordero.----------

---Therein also appear the signature of the appearing parties and their initials on the margin of each page. The corresponding internal revenue stamps, legal assistant stamps and the notarial tax stamp are adhered thereon. ------

---I, the Notary, CERTIFY that the foregoing is a true and exact copy of Deed Number Three (3), which contains sixteen (16) pages (folios), the original of which forms part of my protocol of public instruments for the year two thousand twenty-three (2023).----------

---IN WITNESS WHEREOF, and to deliver to Cabo Rojo Land Acquisition LLC, I issue the first certified copy, which I sign, seal, mark and flourish in San Juan, Puerto Rico, on March twenty-four (24), two thousand twenty-three (2023). ----------

Notary Public

JORGE A. MORALES CORDERO
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EXHIBIT A

MORTGAGE NOTE

PRINCIPAL SUM: TWO MILLION DOLLARS ($2,000,000)

FOR VALUE RECEIVED, the undersigned promises to pay to the order of PLAYA RUSTICA LLC ("Mortgagee"), the principal sum of TWO MILLION DOLLARS ($2,000,000), plus interest on the outstanding principal balance of this note, at the rate of FOUR PERCENT (4%) per annum, starting on the date hereof and until full payment thereof. The aforesaid principal sum will be paid by the undersigned to the order of mortgagee in four (4) installments of FIVE HUNDRED THOUSAND DOLLARS ($500,000) each, respectively maturing on the following dates:

(i) A first (1st) installment of principal of FIVE HUNDRED THOUSAND DOLLARS ($500,000), maturing on March twenty-four (24), two thousand twenty-four (2024);
(ii) A second (2nd) installment of principal of FIVE HUNDRED THOUSAND DOLLARS ($500,000), maturing on March twenty-four (24), two thousand twenty-five (2025);
(iii) A third (3rd) installment of principal of FIVE HUNDRED THOUSAND DOLLARS ($500,000), maturing on March twenty-four (24), two thousand twenty-six (2026); and
(iv) A fourth (4th) installment of principal of FIVE HUNDRED THOUSAND DOLLARS ($500,000), maturing on September twenty-four (24), two thousand twenty-six (2026).

The aforesaid interest will be payable in installments maturing simultaneously with the aforesaid principal installments.

Any delay of fifteen (15) or more calendar days in the payment of any principal or interest installment will constitute a default hereunder and will trigger the accelerated maturity of all principal and interest then due hereunder.

The undersigned hereby waives presentment, protest, demand and notice of non-payment.

In the event the Mortgagee shall take recourse to foreclosure or other judicial proceedings for the collection of all or any of the principal hereof or any interest hereon, the undersigned hereby agrees to pay an additional amount equal to ten percent (10%) of the principal amount of this Mortgage Note as a liquidated amount without necessity of further liquidation or approval by the Court to cover costs and expenses (including reasonable attorneys' fees and expenses) of such foreclosure or judicial proceedings.

This mortgage note is secured by a mortgage encumbering real estate, as it appears from Deed Number Two (2), executed on March twenty-four (24), two thousand twenty-three (2023), in San Juan, Puerto Rico, before the undersigned notary public, and the mortgagee shall be entitled to the benefit and security of all of the provisions and conditions set forth in said deed of mortgage.

In San Juan, Puerto Rico, on this twenty-fourth (24th) day of March, two thousand twenty-three (2023).

CABO ROJO LAND ACQUISITION LLC

By: _____
Name: Gladys Omayra Fontanez Reyes
Title: Authorized Representative

Affidavit Number: -4221-

Acknowledged and subscribed before me in San Juan, Puerto Rico, on this twenty-fourth (24th) day of March, two thousand twenty three (2023), by Gladys Omayra Fontanez Reyes, of legal age, single, attorney at law and resident of San Juan, Puerto Rico, in her capacity as Authorized Representative of Cabo Rojo Land Acquisition LLC, who is personally known to me.

Notary Public

JORGE A. MORALES GORDERO ABOGADO-NOTARIO

JORGE A. DÍAZ BRUGUERAS ABOGADO-NOTARIO

RECIBO 4022-00979525 Sello 9998.2 9397 03/23/2023 $5.00 Sello de Asistencia Legal 80015-2023-0323-31414086

DEPARTAMENTO *de* JUSTICIA

ESTADO LIBRE ASOCIADO DE PUERTO RICO

CERTIFICACIÓN DEL NOTARIO QUE PRESENTA DOCUMENTO EN EL REGISTRO DE LA PROPIEDAD INMOBILIARIA DE PUERTO RICO POR LA VÍA TELEMÁTICA

CERTIFICO: Que la copia en formato PDF de la Escritura Núm. Tres (3) sobre "Purchase and Sale", autorizada por mí en San Juan, Puerto Rico, el veinticuatro (24) de marzo de dos mil veintitrés (2023), que se está presentando en esta fecha en el Registro de la Propiedad, es una copia fiel y exacta de la copia certificada de dicha escritura.

En San Juan, Puerto Rico, hoy veintiocho (28) de marzo de dos mil veintitrés (2023).

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

Notario

----------**ESCRITURA NUMERO: SETENTA Y DOS (72)**---------
---------- **DEED NUMBER SEVENTY TWO (72)**----------

----------**COMPRAVENTA**----------
----------**DEED OF SALE**----------

-----En San Juan, Puerto Rico, a los veintiséis (26) días del mes de octubre de año dos mil veintidós (2022).----------
---In San Juan, Puerto Rico, this Twenty Six (26) day of October of the year Two Thousand Twenty-Two (2022). ----------
---
----------**ANTE MI**----------
----------BEFORE ME----------

-----CARLOS TOMASSINI RAMIREZ, abogado y notario público, en y para el Estado Libre Asociado de Puerto Rico, con residencia y estudio abierto en San Juan, Puerto Rico.----------
---CARLOS TOMASSINI RAMIREZ, attorney and notary public, for the Commonwealth of Puerto Rico, with residence and offices located in San Juan, Puerto Rico----------
---
----------**COMPARECE**----------
----------**APPEAR**----------
---DE LA PRIMERA PARTE: *PUERTO RICO FARM CREDIT, ACA,* sucesor en derecho de la Puerto Rico Production Credit Association por la fusión de esta con el Federal Land Bank Association of San Juan, a tenor con la sección siete punto ocho (7.8) de la Ley del Congreso de los Estados Unidos de América conocida por el Agricultural Credit Act of 1987, título doce sección 2279 (c1), instrumentalidad del gobierno de los Estados Unidos con oficinas principales en San Juan, Puerto Rico, seguro social patronal número seis seis guión cero tres tres cero ocho seis ocho (66-0330868), representada en este acto RICARDO L. FERNANDEZ CRUZ, mayor de edad, casado, ejecutivo y vecino de San Juan, Puerto Rico. Las facultades del representante están acreditadas en la Resolución Corporativa del once (11) de febrero de dos mil veinte (2020), la cual ha sido revisada por el notario fedatario y cumple con todos los requisitos y formalidades de ley. Dichas facultades para este otorgamiento están acreditadas en el Registro de la ***Propiedad*** de Puerto Rico, denominada en este instrumento como "**LA VENDEDORA**".----------

-----AS PARTY OF THE FIRST PART: PUERTO RICO FARM CREDIT, ACA, succeeding in right of the Puerto Rico Production Credit Association by the fusion of this with the Federal one Land Bank Association of San Juan, to state with the section seven point eight (7,8) of the Law of the Congress of the United States of America known by the Farming one Credit Act of 1987, title twelve section 2279 (c1), instrumentality of the government of the United States with main offices in San Juan, Puerto Rico, represented in this act by RICARDO L. FERNANDEZ CRUZ, of legal age, married, executive and resident of San Juan, Puerto Rico. The faculties of the representative are creditable in the Corporate Resolution of the February eleven (11) of two thousand twenty (2020). In accordance with Articles Ten (10) and Two Hundred Twenty-nine (229) of Law Number Two Hundred Ten (210) of December eight (8), two thousand fifteen (2015), known as the "Real Estate Property Registry Law of the Commonwealth of Puerto Rico "I hereby certify that I have before me the mentioned Resolution and I also certify that it meets with the applicable requirements and formalities

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required by law, *hereinafter called* ***THE SELLER***.----------
---

---**DE LA SEGUNDA PARTE: CABO ROJO LAND ACQUISITION, LLC**, compañía de responsabilidad limitada constituida y existente bajo las leyes del Estado de Delaware, Estados Unidos de América, representada en esta escritura pública por su representante autorizado, Gladys Omayra Fontanez Reyes (en adelante "Gladys"), quien es mayor de edad, soltera, abogada y residente de San Juan, Puerto Rico, y que está autorizada para comparecer en representación del Comprador según Certificado de Resolución de Cabo Rojo Land Acquisition, LLC, ejecutado en octubre veintiséis (26), de dos mil veintidós (2022)), por Eileen Sawyer, como Gerente de Cabo Rojo Land Acquisition, LLC, en New York, Estados Unidos, ante notario público Eric Orenstein. Yo, el Notario, por la presente certifico que he revisado el original de dicho Certificado de Resolución, y que, en mi opinión, cumple con todos los requisitos legales necesarios para autorizar a Gladys a comparecer en esta escritura pública en nombre del Comprador", en adelante denominados como **LOS COMPRADORES**.----------

---***AS PARTY OF THE SECOND PART:*** **CABO ROJO LAND ACQUISITION, LLC**, a limited liability company organized and existing under the laws of the State of Delaware, United States of America, represented in this public deed by its authorized representative, Gladys Omayra Fontanez Reyes (hereinafter "Gladys "), who is of legal age, single, attorney at law and resident of San Juan, Puerto Rico, and who is authorized to appear herein on behalf of Buyer as per Certificate of Resolution of Cabo Rojo Land Acquisition, LLC, executed on October twenty six (26), two thousand twenty two (2022), by Eileen Sawyer, as Manager of Cabo Rojo Land Acquisition, LLC, in New York, United States, before notary public Eric Orenstein. I, the Notary, hereby certify that I have revised the original of said Certificate of Resolution, and that, in my opinion, it complies with all legal requirements necessary to authorize Gladys to appear in this public deed on behalf of Buyer". hereinafter called as **"THE BUYERS"**.--------
---

---**DOY FE** de conocer personalmente a los comparecientes, así como por sus dichos de su edad, estado civil, profesión y vecindad y la capacidad que comparecen aquí. Me aseguran tener, y a mi juicio tienen, la capacidad legal suficiente para este otorgamiento, y en tal virtud libremente: ----------
---

---**I ATTEST** of my personal knowledge of the appearing and through their verbal expressions of their age, civil status, profession and residence and the capacity that they appear herein. They assure and in my judgment they have enough legal capacity for the execution of this deed, by virtue of which they freely:----------
---

----------**EXPONEN**----------
---------- **STATE** ----------
---**PRIMERO**: Que las siguientes propiedades descritas más adelante en el idioma español según surge del Registro de la Propiedad de San Germán, pertenecen a "**LA VENDEDORA**".---
---

---**FIRST**: That the following properties described as it arises in the Spanish language, from the Registry of the Property of San Germán, belongs to ***THE SELLER***.----------
---

---**Descrita conforme a su inscripción PRIMERA, como**

CARLOS TOMASSINI RAMIREZ PUERTO RICO ABOGADO-NOTARIO

RLFC

6.D.F.R.

sigue:----------
---A) RUSTICA: Parcela Número Setenta y Siete (77) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.) equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes al NORTE, con el Mar Caribe; por el SUR, con parcela número treinta y ocho (38) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con parcela número setenta y ocho (78) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5) pertenecen a esta parcela y por el OESTE, con la parcela número setenta y seis (76) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5) pertenecen a esta parcela.----------
---Para uso de fines agrícola.----------

---Observación: En la inscripción segunda indica que la propiedad esta descrita conforme a la inscripción primera a diferencia que en el documento que en dicha inscripción se inscribió hoy linda por el NORTE, en una distancia de setenta y tres (73.00) metros lineales, con la zona marítima; por el SUR, en una distancia de setenta y uno punto cero cuatro (71.04) metros lineales, con la parcela de Enrique Carlo Aymat; por el ESTE, en una distancia de doscientos ochenta y nueve punto noventa y nueve (289.99) metros lineales, con la parcela número setenta y ocho (#78); y por el OESTE, en una distancia de doscientos ochenta y cinco punto sesenta (285.60) metros lineales, con una servidumbre de paso de diez (10.00) metros de ancho, cinco (5.00) de los cuales pertenecen a esta parcela y que la separa de la parcela número setenta y seis (#76), con una cabida de diecinueve mil seiscientos cincuenta y dos (19,652.00) metros cuadrados.----------

---Inscrita al folio noventa y seis (96) del tomo ochocientos cinco (805) de Cabo Rojo, finca número dieciocho mil ochocientos seis (18,806), Registro de la Propiedad de San Germán.----------

----------Catastro Número 379-000-009-01-000----------

---Descrita conforme a su inscripción SEPTIMA:----------
---B) RUSTICA: Parcela número ciento treinta y ocho (138), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalente a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, parcela número treinta y dos (32) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número seis (6) y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número quince (15) y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela y por el OESTE, con la parcela número treinta (30) y servidumbre de paso de diez (10.00) metros de los cuales cinco (5) pertenecen a esta parcela.-----
---Para uso de fines agrícola.----------

---Nota: En la primera inscripción describen el número de la

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parcela al Oeste dice treinta y uno (#31); en la inscripción tercera dice parcela treinta y uno (31) y en la última descripción de la finca que fue recuperada en los libros azules (ágora), el número de la parcela que dice al Oeste es la número treinta (#30) como se relacionan en este estudio.

---Inscrita al folio ciento cuarenta y dos (142) del tomo ochocientos sesenta y cuatro (864) de Cabo Rojo, finca número dieciocho mil setecientos sesenta y dos (18,762), Registro de la Propiedad de Cabo Rojo.----------

----------Catastro Número 402-018-327-35-000----------

---C) RUSTICA: Parcela número dieciséis (16), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalente a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con terrenos de los hermanos Ruiz y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5) metros, pertenecen a esta parcela; por el SUR, con la parcela número sesenta y cuatro (64) y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número ciento ochenta (180) y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela y por el OESTE, parcela número quince (15) y servidumbre de paso de diez (10.00) metros, de los cuales cinco (5) pertenecen a esta parcela.----------
---Para uso de fines agrícolas.----------

---Inscrita al folio trece (13) del tomo quinientos ocho (508) de Cabo Rojo, finca número dieciocho mil seiscientos noventa y cuatro (18,694), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-008-327-33-000----------

---Descrita conforme a su inscripción SEPTIMA:----------
---D) RUSTICA: Parcela número treinta y tres (33), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalente a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con terrenos de Víctor Quiles y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) metros, pertenecen a esta parcela; por el SUR, con la parcela número cinco (5) y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número ciento treinta y ocho (138) y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela y por el OESTE, con servidumbre de paso de veinte punto sesenta (20.60) metros de ancho.----------
---Para uso de fines agrícola.----------

---Nota: En la primera inscripción describen la finca por su linde Norte, con la parcela número ciento treinta y ocho (#138) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela y por el Oeste, con la parcela número treinta y nueve (#39) y servidumbre de paso de diez (10.00) metros de ancho de los

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cuales cinco (5.00) pertenecen a esta parcela. La última descripción de la finca es y fue recuperada en los libros azules (ágora) y el linde que consta por el Norte y Oeste es como se relacionan en este estudio.----------

---Inscrita al folio veinticinco (25) del tomo quinientos ocho (508) de Cabo Rojo, finca número dieciocho mil seiscientos noventa y seis (18,696), Registro de la propiedad de San Germán.----------

----------Catastro Número 402-018-327-36-000----------

---Descrita conforme a su inscripción SEPTIMA:----------
---E) RUSTICA: Parcela número quince (15) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalente a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, parcela número dieciséis (16) y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) metros, pertenecen a esta parcela; por el SUR, con la parcela número seis (6) y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número dieciséis (16) y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela y por el OESTE, con la parcela número ciento treinta y ocho (138) y servidumbre de paso de diez (10.00) metros, de los cuales cinco (5) pertenecen a esta parcela.----------
---Para uso de fines agrícolas.----------

---Inscrita al folio ciento cuarenta y ocho (148) del tomo ochocientos sesenta y cuatro (864) de Cabo Rojo, finca número dieciocho mil setecientos setenta y nueve (18,779), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-008-327-34-000----------

---Descrita conforme a la inscripción SEPTIMA, como sigue:
---F) RUSTICA: Parcela número cincuenta y cuatro (54) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes al NORTE, con terrenos de Merino Quirino Pedroso y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela; por el SUR, con la parcela número cincuenta y tres (53) y servidumbre de paso de diez (10.00) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con terrenos de Ricardo Enrique Carlo Díaz y por el OESTE, con la parcela número cincuenta y cinco (55).----------
---Para uso de fines agrícolas.----------

---Inscrita al folio treinta y cuatro (34) del tomo ochocientos sesenta y cuatro (864) de Cabo Rojo, finca número dieciocho mil setecientos siete (18,707), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-009-327-30-000----------

--Descrita conforme a la inscripción SEPTIMA, como sigue:-
---G) RUSTICA: Parcela número cincuenta y cinco (55),

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radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con terrenos de Merino Quirino Pedroso y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela; por el SUR, con la parcela número cincuenta y dos (52); por el ESTE, con la parcela número cincuenta y cuatro (54) y por el OESTE, con la parcela número cincuenta y seis (56).--
---Para uso de fines agrícolas.----------

---Inscrita al folio treinta y siete (37) del tomo ochocientos sesenta y cuatro (864) de Cabo Rojo, finca número dieciocho mil setecientos ocho (18,708), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-009-327-29-000----------

---Descrita conforme a la inscripción SEPTIMA, como sigue:
---H) RUSTICA: Parcela número cincuenta y seis (56), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con terrenos de Merino Quirino Pedroso y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela; por el SUR, con la parcela número cincuenta y dos (52); por el ESTE, con la parcela número cincuenta y cinco (55) y por el OESTE, con la parcela número cincuenta y siete (57).------
---Para uso de fines agrícolas.----------

---Inscrita al folio cuarenta y uno (41) del tomo ochocientos sesenta y cuatro (864) de Cabo Rojo, finca número dieciocho mil setecientos nueve (18,709), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-008-327-28-000----------

---Descrita conforme a la inscripción SEPTIMA, como sigue:
---I) RUSTICA: Parcela número cincuenta y siete (57), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con terrenos de Merino Quirino Pedroso y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela; por el SUR, con las parcelas números ciento ochenta (180) y cincuenta y dos (52); por el ESTE, con la parcela número cincuenta y seis (56) y por el OESTE, con terrenos de los hermanos Ruiz y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela.----------
---Para uso de fines agrícolas.----------

---Inscrita al folio cuarenta y cuatro (44) del tomo ochocientos sesenta y cuatro (864) de Cabo Rojo, finca número dieciocho mil setecientos diez (18,710), Registro de la propiedad de San Germán.----------

----------Catastro Número 402-008-327-27-000----------

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---J) RUSTICA: Parcela número ciento setenta y ocho (178), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con las parcelas números cinco (5), seis (6) y sesenta y cuatro (64) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela; por el SUR, con las parcelas números ciento setenta y seis (176) y sesenta y seis (66) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela; por el ESTE, con la parcela número treinta y dos (32) y por el OESTE, con la parcela número ciento setenta y seis (176) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela.----------
---Para uso de fines agrícolas.----------

---Inscrita al folio ciento ochenta y siete (187) del tomo ochocientos sesenta y cuatro (864) de Cabo Rojo, finca número dieciocho mil ochocientos trece (18,813), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-028-327-49-000----------

---Descrita conforme a su inscripción OCTAVA, como sigue:
---K) RUSTICA: Parcela número sesenta y nueve (69) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con la parcela número setenta y uno (71) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con el Mar Caribe; por el SUR, con la parcela número ochenta y tres (83) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con servidumbre de paso de diez (10.00) metros de ancho; por el ESTE, con la parcela número sesenta y ocho (68) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con la parcela número sesenta (70) y servidumbre de paso de diez (10.00) metros de ancho y por el OESTE, con la parcela número setenta (70) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con la parcela número ochenta y uno (81).----------
---Para uso de fines agrícolas.----------

---Inscrita al folio ciento treinta y nueve (139) del tomo quinientos ocho (508) de Cabo Rojo, finca número dieciocho setecientos quince (18,715), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-017-327-16-000----------

---Descrita conforme a su inscripción OCTAVA, como sigue:
---L) RUSTICA: Parcela número setenta (70) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y

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seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con la parcela número setenta y uno (71) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con el Mar Caribe; por el SUR, con la parcela número ochenta y uno (81) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con servidumbre de paso de diez (10.00) metros de ancho; por el ESTE, con la parcela número sesenta y nueve (69) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con la parcela número setenta y uno (71) y por el OESTE, con el Mar Caribe antes, hoy con la parcela número sesenta y nueve (69).----------
---Para uso de fines agrícolas.----------

---Inscrita al folio sesenta y dos (62) del tomo ochocientos sesenta y cuatro (864) de Cabo Rojo, finca número dieciocho setecientos dieciséis (18,716), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-007-327-15-000----------

---Descrita conforme a su inscripción OCTAVA, como sigue:
---M) RUSTICA: Parcela número ochenta y uno (81) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con la parcela número setenta (70) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con el Mar Caribe; por el SUR, con terrenos del Sr. José Fas antes, hoy con servidumbre de paso de diez (10.00) metros de ancho; por el ESTE, con la parcela número ochenta y dos (82) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con la parcela número sesenta y nueve (69) y por el OESTE, con la parcela número ochenta (80) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con la parcela número ochenta (80).-------
---Para uso de fines agrícolas.----------

---Inscrita al folio ciento setenta y cinco (175) del tomo quinientos ocho (508) de Cabo Rojo, finca número dieciocho mil setecientos veintiuno (18,721), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-007-327-17-000----------

---Descrita conforme a su inscripción OCTAVA, como sigue:
---N) RUSTICA: Parcela número setenta y tres (73), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con la parcela número setenta y dos (72) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con las parcelas número setenta y uno (71) y setenta y dos (72); por el SUR, con las parcelas números sesenta y siete (67) y sesenta y ocho (68) y servidumbre de paso de diez

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(10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con la parcela número sesenta y cinco (65); por el ESTE, con las parcelas números sesenta y cinco (65) y sesenta y seis (66) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con la parcela número treinta y siete (37) y por el OESTE, con la parcela número setenta y uno (71) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) pertenecen a esta parcela antes, hoy con la parcela número sesenta y ocho (68) y servidumbre de paso de diez (10.00) metros de ancho.----------
---Para uso de fines agrícolas.----------

---Inscrita al folio ciento sesenta y tres (163) del tomo quinientos ocho (508) de Cabo Rojo, finca número dieciocho setecientos diecinueve (18,719), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-007-327-13-000----------

---O) RUSTICA: Parcela número sesenta y cinco (65) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con la parcela número sesenta y tres (73); por el SUR, con servidumbre de paso de diez (10.00) metros de ancho; por el ESTE, con la parcela número veintinueve (29) y por el OESTE, con las parcelas número sesenta y ocho (68) y ochenta y cuatro (84).----------
---Para uso de fines agrícolas.----------

---Inscrita al folio ciento quince (115) del tomo quinientos ocho (508) de Cabo Rojo, finca número dieciocho setecientos once (18,711), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-017-327-08-000----------

---P) RUSTICA: Parcela número veintinueve (29), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con la parcela número setenta y siete (77) y servidumbre de paso de diez (10.00) metros de ancho de los cuales cinco (5.00) metros pertenecen a esta parcela; por el SUR, con servidumbre de paso de diez (10.00) metros de ancho; por el ESTE, con la parcela número treinta y ocho (38) y por el OESTE, con la parcela número sesenta y cinco (65).----------
---Para uso de fines agrícolas.----------

---Inscrita al folio doscientos cuarenta y siete (247) del tomo quinientos nueve (509) de Cabo Rojo, finca número dieciocho setecientos ochenta y tres (18,783), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-017-327-09-000----------

---Q) RUSTICA: Parcela número treinta y ocho (38) radicada en el Barrio Boquerón del término municipal de Cabo Rojo,

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Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con la parcela número cuarenta y uno (41); por el SUR, con servidumbre de paso de diez (10.00) metros de ancho; por el ESTE, con servidumbre de paso de diez (10.00) metros de ancho y por el OESTE, con la parcela número veintinueve (29).----------
---Para uso de fines agrícolas.----------

---Inscrita al folio doscientos ochenta y nueve (289) del tomo quinientos nueve (509) de Cabo Rojo, finca número dieciocho setecientos noventa (18,790), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-018-327-10-000----------

---R) RUSTICA: Parcela número sesenta y siete (67), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con servidumbre de paso de diez (10.00) metros de ancho; por el SUR, con terrenos de José Fas; por el ESTE, con la parcela número diecisiete (17) y por el OESTE, con servidumbre de paso de diez (10.00) metros de ancho.----------
---Esta parcela es para uso de fines agrícolas.----------

---Inscrita al folio ciento veintisiete (127) del tomo quinientos ocho (508) de Cabo Rojo, finca número dieciocho setecientos trece (18,713), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-017-327-23-000----------

---S) RUSTICA: Parcela número diecisiete (17) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO CUERDAS (5.00 CDAS.), equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En lindes por el NORTE, con servidumbre de paso de diez (10.00) metros de ancho; por el SUR, con terreno de José Fas; por el ESTE, con servidumbre de paso de diez (10.00) metros de ancho y por el OESTE, con la parcela número sesenta y siete (67).----
---Esta parcela es para uso de fines agrícolas.----------

---Inscrita al folio doscientos veintinueve (229) del tomo quinientos nueve (509) de Cabo Rojo, finca número dieciocho setecientos ochenta (18,780), Registro de la Propiedad de San Germán.----------

----------Catastro Número 402-018-327-24-000----------

---SEGUNDO: Las fincas **letras A a la J,** constan inscritas a favor de PUERTO RICO FARM CREDIT, ACA, quien adquiere el dominio de esta finca por título de Venta Judicial, **finca letra "A"** por el precio de DOSCIENTOS UN MIL QUINIENTOS DOLARES ($201,500.00); **finca letra "B"** por el precio de CIENTO SETENTA MIL DOLARES ($170,000.00); **finca letra "C"** por el precio de CIENTO SETENTA MIL DOLARES ($170,000.00); **finca letra "D"** por el precio de CIENTO SETENTA MIL DOLARES ($170,000.00); **finca letra "E"** por el

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precio de TRESCIENTOS CUARENTA MIL DOLARES ($340,000.00); **finca letra "F"** por el precio de CIENTO CUARENTA Y OCHO MIL SETECIENTOS CINCUENTA DOLARES ($148,750.00); **finca letra "G"** por el precio de CIENTO CUARENTA Y OCHO MIL SETECIENTOS CINCUENTA DOLARES ($148,750.00); **finca letra "H"** por el precio de CIENTO CUARENTA Y OCHO MIL SETECIENTOS CINCUENTA DOLARES ($148,750.00); **finca letra "I"** por el precio de CIENTO CUARENTA Y OCHO MIL SETECIENTOS CINCUENTA DOLARES ($148,750.00) y **finca letra "J"** por el precio de CIENTO CUARENTA Y OCHO MIL SETECIENTOS CINCUENTA DOLARES ($148,750.00), según consta de la Escritura Número Veinticinco (#25), otorgada en San Juan, Puerto Rico, el quince (15) de julio de dos mil dieciséis (2016), ante la notario Adriana Teresa Capacete Cabassa, e inscrita en cuanto a cada finca como se describe a continuación:----------

---Finca letra A: Inscrita al tomo Karibe, finca número dieciocho mil ochocientos seis (18806) de Cabo Rojo e inscripción novena (9na).----------

---Finca letra B: Inscrita al tomo Karibe, finca número dieciocho mil setecientos sesenta y dos (18762) de Cabo Rojo e inscripción duodécima (12ma).----------

---Finca letra C: Inscrita al tomo Karibe, finca número dieciocho mil seiscientos noventa y cuatro (18694) de Cabo Rojo e inscripción undécima (11ma).----------

---Finca letra D: Inscrita al tomo Karibe, finca número dieciocho mil seiscientos noventa y seis (18696) de Cabo Rojo e inscripción undécima (11ma).----------

---Finca letra E: Inscrita al tomo Karibe, finca número dieciocho mil setecientos setenta y nueve (18779) de Cabo Rojo e inscripción duodécima (12ma).----------

---Finca letra F: Inscrita al tomo Karibe, finca número dieciocho mil setecientos siete (18707) de Cabo Rojo e inscripción undécima (11ma).----------

---Finca letra G: Inscrita al tomo Karibe, finca número dieciocho mil setecientos ocho (18708) de Cabo Rojo e inscripción undécima (11ma).----------

---Finca letra H: Inscrita al tomo Karibe, finca número dieciocho mil setecientos nueve (18709) de Cabo Rojo e inscripción undécima (11ma).----------

---Finca letra I: Inscrita al tomo Karibe, finca número dieciocho mil setecientos diez (18710) de Cabo Rojo e inscripción undécima (11ma).----------

---Finca letra J: Inscrita al tomo Karibe, finca número dieciocho mil ochocientos trece (18813) de Cabo Rojo e inscripción undécima (11ma).----------

---Las fincas **letras K a la N,** constan inscritas a favor de PUERTO RICO FARM CREDIT, ACA, quien adquiere el dominio de esta finca por título de Venta Judicial, **finca letra "K"** por el precio de TRESCIENTOS MIL DOLARES ($300,000.00); **finca letra "L"** por el precio de TRESCIENTOS MIL DOLARES ($300,000.00); **finca letra "M"** por el precio de CIENTO CINCUENTA MIL DOLARES ($150,000.00) y la **finca letra "N"** por el precio de TRESCIENTOS MIL DOLARES ($300,000.00), según consta de la Escritura Número Quince (#15), otorgada en San Juan, Puerto Rico, el tres (3) de diciembre de dos mil doce (2012), ante la notario Laura M. Santana Mieres, e inscrita en cuanto a cada finca como se describe a continuación:----------

---Finca letra K: Inscrita al folio uno (1) del tomo mil treinta y uno (1031) de Cabo Rojo, finca número dieciocho mil setecientos quince (18715) e inscripción décima (10ma).----------

---Finca letra L: Inscrita al folio dos (2) del tomo mil treinta y

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uno (1031) de Cabo Rojo, finca número dieciocho mil setecientos dieciséis (18716) e inscripción décima (10ma).-------
---Finca letra M: Inscrita al folio setenta y ocho (78) del tomo ochocientos sesenta y cuatro (864) de Cabo Rojo, finca número dieciocho mil setecientos veintiuno (18721) e inscripción décima (10ma).----------
---Finca letra N: Inscrita al folio tres (3) del tomo mil treinta y uno (1031) de Cabo Rojo, finca número dieciocho mil setecientos diecinueve (18719) e inscripción décima (10ma).-----

---Las fincas **letras O a la S,** constan inscritas a favor de PUERTO RICO FARM CREDIT, ACA, quien adquiere el dominio de esta finca por título de Venta Judicial, **finca letra "O"** por el precio de CIENTO CINCUENTA MIL DOLARES ($150,000.00); **finca letra "P"** por el precio de CIENTO CINCUENTA MIL DOLARES ($150,000.00); **finca letra "Q"** por el precio de CIENTO CINCUENTA MIL DOLARES ($150,000.00); **finca letra "R"** por el precio de CIENTO CINCUENTA MIL DOLARES ($150,000.00) y la **finca letra "S"** por el precio de CIENTO CINCUENTA MIL DOLARES ($150,000.00), según consta de la Escritura Número Ciento Cuarenta y Siete (#147), otorgada en San Juan, Puerto Rico, el veintiuno (21) de noviembre de dos mil dieciocho (2018), ante el notario Ian Marini Biaggi, presentada al asiento dos mil dieciocho guión uno uno nueve ocho seis nueve guión SG cero uno (2018-119869-SG01), pendiente de inscripción.----------
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---**SECOND:** Properties letters **"A" to "J"** recorder to favor of PUERTO RICO FARM CREDIT, ACA who acquired the title by Judicial Sale, **Property "A",** for the sum of TWO HUNDRED ONE THOUSAND FIVE HUNDRED DOLLARS ($201,500.00); **Property "B"** for the sum of ONE HUNDRED SEVENTY THOUSAND DOLLARS ($170,000.00); **Property "C"** for the sum of ONE HUNDRED SEVENTY THOUSAND DOLLARS ($170,000.00); **Property "D"** for the sum of ONE HUNDRED SEVENTY THOUSAND DOLLARS ($170,000.00); **Property "E"** for the sum of THREE HUNDRED FORTY THOUSAND DOLLARS ($340,000.00); **Property "F"** for the sum of ONE HUNDRED FORTY EIGHT THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($148,750.00); **Property "G"** for the sum of ONE HUNDRED FORTY EIGHT THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($148,750.00); **Property "H"** for the sum of ONE HUNDRED FORTY EIGHT THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($148,750.00); **Property "I"** for the sum of ONE HUNDRED FORTY EIGHT THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($148,750.00) and **Property "J"** for the sum of ONE HUNDRED FORTY EIGHT THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($148,750.00), Deed Number Twenty Five (25) executed in San Juan, Puerto Rico, July fifteen (15), two thousand sixteen (2016), before Notary Public Adriana Teresa Capacete, recorded for each farm as described below:----
---Property A: Recorded at volume Karibe, property number eighteen thousand eight hundred six (18806) of Cabo Rojo and entry number ninth (9).----------
---Property B: Recorded at volume Karibe, property number eighteen thousand seven hundred sixty two (18762) of Cabo Rojo and entry number twelfth (12).----------
---Property C: Recorded at volume Karibe, property number eighteen thousand six hundred ninety four (18694) of Cabo Rojo and entry number eleventh (11).----------
---Property D: Recorded at volume Karibe, property number eighteen thousand six hundred ninety six (18696) of Cabo Rojo and entry number eleventh (11).----------

---Property E: Recorded at volume Karibe, property number eighteen thousand seven hundred seventy nine (18779) of Cabo Rojo and entry number twelfth (12).----------
---Property F: Recorded at volume Karibe, property number eighteen thousand seven hundred seven (18707) of Cabo Rojo and entry number eleventh (11).----------
---Property G: Recorded at volume Karibe, property number eighteen thousand seven hundred eight (18708) of Cabo Rojo and entry number eleventh (11).----------
---Property H: Recorded at volume Karibe, property number eighteen thousand seven hundred nine (18709) of Cabo Rojo and entry number eleventh (11).----------
---Property I: Recorded at volume Karibe, property number eighteen thousand seven hundred ten (18710) of Cabo Rojo and entry number eleventh (11).----------
---Property J: Recorded at volume Karibe, property number eighteen thousand eight hundred thirteen (18813) of Cabo Rojo and entry number eleventh (11).----------

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---Properties letters **"K" to "N"** recorder to favor of PUERTO RICO FARM CREDIT, ACA who acquired the title by Judicial Sale, **Property "K",** for the sum of THREE HUNDRED THOUSAND DOLLARS ($300,000.00); **Property "L",** for the sum of THREE HUNDRED THOUSAND DOLLARS ($300,000.00); **Property "M",** for the sum of ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000.00) and **Property "N",** for the sum of THREE HUNDRED THOUSAND DOLLARS ($300,000.00); Deed Number Fifteen (15) executed in San Juan, Puerto Rico, December Three (3), two thousand twelve (2012), before Notary Public Laura M. Santana Mieres, recorded for each farm as described below:----------
---Property K: Recorded at page one (1) volume one thousand thirty one (1031) of Cabo Rojo, property number eighteen thousand seven hundred fifteen (18715) and entry tenth (10).---
---Property L: Recorded at page two (2) volume one thousand thirty one (1031) of Cabo Rojo, property number eighteen thousand seven hundred sixteen (18716) and entry tenth (10).--
---Property M: Recorded at page seventy eight (78) volume eight hundred sixty four (864) of Cabo Rojo, property number eighteen thousand seven hundred twenty one (18721) and entry tenth (10).----------
---Property N: Recorded at page three (3) volume one thousand thirty one (1031) of Cabo Rojo, property number eighteen thousand seven hundred nineteen (18719) and entry tenth (10).----------

---Properties letters **"O" to "S"** recorder to favor of PUERTO RICO FARM CREDIT, ACA who acquired the title by Judicial Sale, **Property "O",** for the sum of ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000.00); **Property "P",** for the sum of ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000.00); **Property "Q",** for the sum of ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000.00); **Property "R",** for the sum of ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000.00) and **Property "S",** for the sum of ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000.00); Deed Number One Hundred Forty Seven (147) executed in San Juan, Puerto Rico, November Twenty One (21), two thousand eighteen (2018), before Notary Public Ian Marini Biaggi, submitted to entry two thousand eighteen dash one one nine eight six nine dash SG zero one (2018-119869-SG01), pending registration.---
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---**TERCERO:** La antedicha **propiedad "A"** afecta a:----------

---POR SU PROCEDENCIA:----------

---LIBRE DE CARGAS----------

---POR SI:----------

---CONDICIONES RESTRICTIVAS, según consta de la Escritura Número Setenta y Tres (#73), otorgada en Mayagüez, Puerto Rico, el veintiséis (26) de febrero de mil novecientos noventa (1990), ante el notario Roberto M. García Rullán, e inscrita al margen del folio ochenta y cinco (85) del tomo quinientos diez (510) de Cabo Rojo, finca número dieciocho mil ochocientos seis (18806).----------

---TODAS LAS DEMAS **PROPIEDADES "B" a la "S"**:----------

---POR SU PROCEDENCIA Y POR SI:----------

---LIBRE DE CARGAS Y GRAVAMENES----------

---**THIRD:** The aforementioned real **property "A"** is:----------

---SERVITUDES----------

---FREE OF LIENS AND OBLIGATIONS----------

---BY ITSELF:----------

---RESTRICTIVE CONDITIONS, Deed Number Seventy-Three (#73), granted in Mayagüez, Puerto Rico, on February twenty-six (26), nineteen hundred and ninety (1990), before Notary Public Roberto M. García Rullán, and registered on the margin of folio eighty-five (85) of volume five hundred and ten (510) of Cabo Rojo, property number eighteen thousand eight hundred and six (18806).----------

---AL OTHER REAL **PROPERTIES "B" until "S"**:----------

---Servitudes and by itself:----------

---FREE OF OTHER LIENS AND OBLIGATIONS----------

---**CUARTO:** Los comparecientes de la primera y segunda parte tienen convenida la compraventa de las propiedades descritas en el párrafo **PRIMERO** de este instrumento, las cuales efectúan bajo las siguientes:----------

---

----**FOURTH:** The herein appearing parties have agreed to the sale of the properties described in paragraph **FIRST** of this deed, which they carry out under the following:----------

---

----------**CLAUSULAS Y CONDICIONES**----------

----------TERMS AND CONDITIONS----------

---**UNA: LA VENDEDORA** por la presente **VENDE, CEDE Y TRASPASA** a los **COMPRADORES,** quienes **COMPRAN, RECIBEN, ADQUIEREN Y ACEPTAN** las propiedades descritas en el párrafo **PRIMERO** de este instrumento con todos sus usos, derechos y servidumbres, y anexos por el convenido, alzado y ajustado precio de CINCO MILLONES SETECIENTOS CINCUENTA MIL DOLARES ($5,750,000.00), de los cuales se le establece un valor de:----------

---Finca letra A: QUINIENTOS MIL DOLARES ($500,000.00).---

---Finca letra B: DOSCIENTOS CINCUENTA MIL DOLARES

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($250,000.00).----------
---Finca letra C: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra D: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra E: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra F: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra G: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra H: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra I: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra J: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra K: QUINIENTOS MIL DOLARES ($500,000.00).---
---Finca letra L: QUINIENTOS MIL DOLARES ($500,000.00).---
---Finca letra M: QUINIENTOS MIL DOLARES ($500,000.00).---
---Finca letra N: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra O: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra P: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra Q: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra R: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------
---Finca letra S: DOSCIENTOS CINCUENTA MIL DOLARES ($250,000.00).----------

---LA **VENDEDORA** manifiesta que recibir en este acto la dicha cantidad de CINCO MILLONES SETECIENTOS CINCUENTA MIL DOLARES ($5,750,000.00), por lo cual el VENDEDOR otorga LA PARTE COMPRADORA la más formal y eficaz carta de pago.----------

---**LOS COMPRADORES** serán responsable de los gastos de sellos y comprobantes de la copia certificada, honorarios y gastos de abogado y notario y la comisión del corredor.----------
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----ONE: THE SELLER hereby SELLS, CONVEYS AND TRANSFERS to THE BUYERS, who **PURCHASE, RECEIVE, ACQUIRE AND ACCEPT** the properties described in the **FIRST** paragraph of this deed with all its uses, rights and easements and attachments, at the agreed price of **FIVE MILLONS SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($5,750,000.00)** of which is established a value of:----------
---Property A: FIVE HUNDRED THOUSAND DOLLARS ($500,000.00).----------
---Property B: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property C: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property D: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property E: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property F: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property G: TWO HUNDRED FIFTY THOUSANSD DOLLARS

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($250,000.00).----------
---Property H: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property I: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property J: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property K: FIVE HUNDRED THOUSAND DOLLARS ($500,000.00).----------
---Property L: FIVE HUNDRED THOUSAND DOLLARS ($500,000.00).----------
---Property M: FIVE HUNDRED THOUSAND DOLLARS ($500,000.00).----------
---Property N: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property O: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property P: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property Q: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property R: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------
---Property S: TWO HUNDRED FIFTY THOUSANSD DOLLARS ($250,000.00).----------

---**THE SELLER** hereby states that it received in this act the amount of **FIVE MILLONS SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($5,750,000.00)** for which SELLER acknowledges the full payment of the Purchase Price.----------

---**THE BUYERS** will be responsible for the costs of stamps and vouchers for the certified copy, fees and expenses of lawyer and notary and the commission of the realtor.----------
---

---**DOS**: Manifiesta **LA PARTE COMPRADORA** que a instancias de **LA VENDEDORA** han examinado e inspeccionado cuidadosamente los inmuebles objeto de esta compraventa; que conocen el estado de las mismas y que compran y aceptan los inmuebles como están ["as are"], y que, por lo tanto, no tiene obligación **LA VENDEDORA** de realizar reparaciones o mejora alguna a la misma como condición para la compraventa.---------

---**LA PARTE COMPRADORA** entiende y reconoce que **LA VENDEDORA** ha adquirido las Propiedades, directa o indirectamente, por medio de ejecución de hipoteca, dación en pago, cesión de derechos o transacciones similares, por lo cual nunca ha ocupado las Propiedades, por lo que no tiene conocimiento directo sobre la condición pasada y/o presente de la misma. **LA PARTE COMPRADORA** acuerda que esta compra se realiza sin recurso y en el estado y condición actual ("AS ARE WHERE ARE"), con todos sus defectos, sean ocultos o aparentes, y con todas las faltas o vicios en las Propiedades, sean conocidos o desconocidos, existentes al presente o que puedan surgir en adelante. **LA VENDEDORA** y sus agentes no hacen representación alguna ni garantizan de forma alguna, expresa o implícitamente, en forma oral o escrita, con respecto a las Propiedades incluyendo sin limitaciones respecto: (a) el valor, naturaleza, calidad o condiciones de las Propiedades, incluyendo sin limitaciones, el agua, terreno y geología; (b) el ingreso a ser derivado de las Propiedades; (c) la conveniencia de las Propiedades para cualesquiera y todos los propósitos, actividades y usos que **LA PARTE COMPRADORA** pueda dar a

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las Propiedades; (d) el cumplimiento de las Propiedades o de su operación con cualquiera leyes, reglas, ordenanzas o regulaciones de cualquier autoridad o cuerpo gubernamental aplicable; (e) la habitabilidad, mercadeabilidad, la comerciabilidad, lo beneficioso o la aptitud para un propósito particular de la Propiedad; (f) la manera o la calidad de la construcción o de los materiales, si los hubiere, incorporados en la Propiedad; (g) la manera, calidad, estado de la reparación o carencia de la reparación de las Propiedades; (h) la existencia de alguna vista desde las Propiedades o la posibilidad de que cualquier vista existente no será obstruida en el futuro; (i) cualquier otro asunto relacionado con respecto a las Propiedades; (j) la integridad estructural de cualquiera mejoras en las Propiedades; (k) la conformidad de las mejoras a cualquier plano o especificaciones para las Propiedades que pueda proporcionarse **LA VENDEDORA**, (l) la conformidad de lo construido en las Propiedades con los requisitos aplicables con la zonificación de las Propiedades o al código de construcción requerido; (m) la existencia de inestabilidad en el suelo, más allá de reparaciones del suelo, susceptibilidad a los derrumbamientos, desahogo de "under-shoring", desahogo del drenaje, o cualquier otra materia que afecta o puede afectar la estabilidad o la integridad de la tierra o cualesquiera edificios o las mejoras situadas sobre eso; o (n) si las Propiedades están situadas en un llano especial de la zona o de peligro de inundación, o en presencia de "wetlands" o de "shoreland". **LA PARTE COMPRADORA** reconoce que las Propiedades pueden no estar de acuerdo con la zonificación aplicable, el edificio, la salud u otra ley o códigos, y ni **LA VENDEDORA** ni cualquier persona particular que actúa como representante o agente de **LA VENDEDORA** ha ocupado las Propiedades y que las Propiedades pueden no estar en condiciones habitables. En adición, **LA PARTE COMPRADORA** reconoce y conviene sin la limitación de clase alguna que **LA VENDEDORA** no ha hecho ni hará, así como niega específicamente cualquier representación con respecto a conformidad de las Propiedades con la ley federal "Americans with Disabilities Act" o con cualquier protección del medio ambiente, contaminación o leyes de utilización del suelo, reglas, regulaciones, órdenes o requisito, según lo definido por las leyes y regulaciones estatales y federales, incluyendo y sin limitarse a regulaciones de la agencia de protección del medio ambiente o la disposición o la existencia, en las Propiedades, de cualquier sustancia peligrosa, según lo definido por la ley conocida como "Comprehensive Environmental Response Compensation and Liability Act of 1980", según enmendada, y demás regulaciones relacionadas. **LA PARTE COMPRADORA** manifiesta y asegura haber inspeccionado las Propiedades por sí o por conducto de sus agentes y representantes encontrándola a su entera satisfacción y que suscribe la presente Escritura con pleno conocimiento de las condiciones en que ésta se encuentra ("as are, where are"). En vista de todo lo anterior, **LA PARTE COMPRADORA** reconoce y acepta que **LA VENDEDORA** no le ofrece ninguna garantía por vicios y/o defectos ocultos y renuncia a cualquier acción o reclamación contra de **LA VENDEDORA** por cualquier estado en que se encuentren las Propiedades objeto de esta Escritura y expresamente releva a **LA VENDEDORA** de cualquier responsabilidad que ésta pudiera tener en las Propiedades objeto de esta Escritura.-------

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---**TWO**: The **BUYER** acknowledges that, upon request of the Seller, they carefully inspected the property subject of this transaction; that they know the physical state of the properties

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and that they buy and accept it ["as are"], therefore, the Seller does not have any obligation of making any improvements as a condition for this transaction. **The Purchaser** understands and acknowledges that **the Seller** has acquired the Properties, directly or indirectly, through foreclosure, payment in kind, assignment of rights or similar transactions, because of which the Seller has never occupied the Properties, and it has no direct knowledge about the past and/or present condition of the same. The Purchaser agrees that this purchase is made without recourse and in the current state and condition of the Properties ("AS ARE, WHERE ARE"), with all its defects, whether hidden or apparent, and with all faults or defects on the Properties, whether known or unknown, existing at present or that may hereafter arise. The Seller and its agents make no representations or warranties of any kind, expressed or implied, oral or written, with respect to the Properties including without limitation: (a) the value, nature, quality or condition of the Properties, including without limitation, water, soil and geology, (b) income to be derived from the Properties, (c) the suitability of the Properties for any and all purposes, activities and uses which the Purchaser may give the Properties, (d) compliance of the Properties or its operation with any laws, rules, ordinances or regulations of any governmental authority or body, (e) the habitability, merchantability, marketability, profitability or suitability of the Properties for a particular purpose; (f) the manner or quality of construction or materials, if any, built on the Properties, (g) the manner, quality, state of repair or lack of repair of the Properties, (h) existence of a view from the Properties or the possibility that any existing view will not be obstructed in the future, (i) any other issue regarding the Properties, (j) the structural integrity of any improvements on the Properties, (k) the conformity of the improvements to any plan or specification for the Properties that may be provided to the Seller, (l) the conformity of the buildings on the Properties with the zoning requirements applicable to the Properties or the building code required, (m) the existence of soil instability, past soil repairs, susceptibility to landslides, sufficiency of under-shoring sufficiency of drainage, or any other matter that affects the stability or integrity of any land or buildings or improvements located thereon, or (n) if the Properties is situated on a plain area or special flood hazard, or in the presence of wetlands or shoreland. The Purchaser acknowledges that the Properties may not be in accordance with the applicable zoning, building, health or other laws or regulations, and neither the Seller nor any private person acting as a representative or agent of the Seller has occupied the Properties and that the Properties may not be in habitable conditions. In addition, the Purchaser acknowledges and agrees without limitation of any kind that the Seller has not made nor will make, and specifically denies any representation regarding the Properties in accordance with federal law, Americans with Disabilities Act, or any environmental protection, pollution or land use laws, rules, regulations, orders or requirements, as defined by law and state and federal regulations, including but not limited to agency regulations to protect the environment or the provision or the existence, on the Properties, of any hazardous substance as defined by the law known as the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and other related regulations. The Purchaser represents and claims to have inspected the Properties itself or through its agents and representatives finding it to the Purchaser's satisfaction, and that it signs this Deed with full knowledge of the conditions

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under which the Properties is found (as is, where is). In view of the foregoing, the Purchaser acknowledges and agrees that the Seller does not extend any warranty for vices and/or hidden defects and waives any action or claim against the Seller for the condition of the Properties and expressly relieves the Seller from any liability it may have regarding the Properties.----------

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---**TRES:** La compraventa objeto de esta escritura se realiza por un precio alzado y no a razón de un tanto por unidad o número. Consecuentemente, ninguna de las partes tendrá derecho u obligación alguna en caso de aumento o disminución de cabida en las propiedades. "**LOS COMPRADORES**" asumen exclusivamente la responsabilidad y los costos envueltos de cualquier gestión que resulte necesaria para corregir la cabida de las propiedades en caso de que una mensura de la misma refleje cualquier disminución o aumento en la cabida que se señala en la descripción que de la propiedad se hace en la presente Escritura.----------

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---**THREE**: The purchase and sale object of this deed is carried out for a lump sum price and not at the rate of a percentage per unit or number. Consequently, neither party will have any right or obligation in the event of an increase or decrease in the capacity of the properties. "**THE BUYERS**" assume exclusively the responsibility and the costs involved in any management that is necessary to correct the capacity of the property in the event that a measurement of the same reflects any decrease or increase in the capacity that is indicated in the description that the property is made in this Deed.----------

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---**CUATRO**: "**LOS COMPRADORES**" afirman en este acto, que no son empleados o directores de Puerto Rico Farm Credit, ACA, ni están relacionados de forma alguna con ningún empleado o director.----------

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---**FOUR**: "**THE BUYERS**" hereby affirm that they are not an employee or director of Puerto Rico Farm Credit, ACA, nor are they related in any way to any employee or director.----------

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---**CINCO**: Como parte de los acuerdos entre las PARTES, los otorgantes convienen que la VENDEDORA pagará las contribuciones sobre las propiedades tasadas que se adeuden hasta el día de hoy, si alguna. De hoy en adelante las contribuciones sobre las propiedades, incluyendo aquellas tasadas con posterioridad a este acto y que correspondan a periodos anteriores al mismo, serán satisfechas por y/o pagadas por la PARTE COMPRADORA y serán responsabilidad absoluta de la PARTE COMPRADORA. LA PARTE COMPRADORA renuncia a cualquier reclamación contra la VENDEDORA por tal concepto. LA VENDEDORA no será responsable de ninguna cantidad adeudada, pagada o pagadera luego de la fecha de esta escritura, incluyendo pero sin limitarse a contribuciones sobre la propiedad, penalidades y/o intereses adeudados, puestos al cobro o tasados como resultado de contribuciones retroactivas, pospuestas y/o adicionales resultado de cualquier ajuste en el valor de tasación de la propiedad para fines contributivos, cualquier cambio de exoneración contributiva y/o cualquier cambio en el uso, construcción y/o mejoras a las propiedades.----------

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---**FIVE**: As part of the agreements between the BUYER and the SELLER, the parties agree that SELLER is responsible for the property taxes assessed and due as of today, if any. Henceforth,

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the property taxes, including those assessed after the execution of this deed and that correspond to periods prior to the date of this deed with be borne and paid by the BUYER and they will be the BUYER's sole responsibility. The BUYER waives the right to file a claim against the SELLER for such concept. The SELLER shall not be responsible for any amount due, paid and/or to be paid after the day of this deed, including but not limited to any taxes, penalties and/or interest assessed and/or due as a result of retroactive, postponed or additional properties taxes resulting from any adjustment in the appraised value of the Properties, any change in the properties tax exemption and/or any change in the use of, construction on, and/or improvement to the Properties.----------

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---**SEIS:** Los comparecientes reconocen haber examinado copia de una certificación expedida por el Centro de Recaudación de Ingresos Municipales (CRIM) sobre contribuciones territoriales correspondientes a las Propiedades, de la que se desprende el estado contributivo de las propiedades y sus deudas de contribuciones sobre las propiedades, si alguna. El contenido, alcance y limitaciones de dicha certificación y los riesgos de que se expidan recibos de cobro adicionales con posterioridad a la emisión de la certificación, han sido explicados detalladamente a las partes.----------

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---**SIX:** The appearing parties acknowledge having examined a copy of a certification issued by Municipal Revenue Collection Center ("Centro de Recaudación de Ingresos Municipales") (CRIM) as to properties taxes corresponding to the Properties which certification shows the current tax status of the Properties and its debts for properties taxes, if any. The content, extent and limitations of said certification and the risks of new assessments being notified after the issuance of the certification, have been explained in detail to the appearing parties.----------

---

---**SIETE:** El Notario ha advertido a los comparecientes sobre la responsabilidad e importancia de la radicación electrónica de la Planilla Informativa sobre Segregación, Agrupación o Traslado de Bienes Inmuebles al Departamento de Hacienda a tenor con la enmienda al Artículo Once (11) de la Ley Notarial de Puerto Rico, según dispone la Ley Número Ciento Cuarenta (140) del trece (13) de julio de dos mil once (2011). Además, se les ha advertido a los comparecientes su responsabilidad de proveerle al Notario la información necesaria para la radicación de la referida Planilla Informativa. Los comparecientes aseguran que la información provista al Notario en esta transacción es correcta para la radicación de la referida Planilla Informativa.---

---

---**SEVEN:** The Notary has warned the appearing parties of the responsibility and importance filing the electronic Informative Return on Segregation, Grouping or Transfer of Real Estate to the Treasury Department pursuant to the amendment to Section Eleven (11) of the Notarial Law of Puerto Rico, as provided by Act Number One Hundred Forty (140) of July thirteen (13) two thousand and eleven (2011). The Notary has warned the appearing parties of their responsibility to provide the necessary information to the notary for the filing of that Informative Return. The appearing parties ensure that the information provided to the notary in this transaction is correct for the filing of that Informative Return. ----------

---

---**OCHO:** Los comparecientes, sus sucesores, causahabientes

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por cualquier título, vienen obligados a otorgar y suscribir toda clase de documentos públicos y/o privados que sean necesarios y requeridos para suplir cualquier omisión o detalle que deba aclararse, corregirse, enmendarse o adicionarse para que los actos que comprenden este instrumento público sean inscritos correctamente en el Registro de la Propiedad, incluyendo cualquier Acta Aclaratoria.----------

---

---**EIGHT:** The appearing parties, their successors, inheritors by any title, are obligated to execute and sign all kinds of public and/or private documents that are necessary and required to supply any omission or detail that need to be clarified, corrected, amended or added so that the acts that comprehend this public instrument can be inscribed correctly at the Registry of Property, including any Aclaratory Deed.----------

---

---**NUEVE: LOS COMPRADORES**, sin más requisito que el presente otorgamiento, advienen en la inmediata posesión real y pacífica del inmueble que mediante este acto adquieren a título de dueño. Los compradores declaran y aseguran que han sido asesorados en todos los trámites y negociaciones de este contrato de compraventa.----------

---

---**NINE: THE BUYERS**, without further requirements than the present deed obtains the immediate possession, real and pacific of the property that they acquire in this act as owner in fee simple. The buyers declare and assure that they have been advised in all the procedures and negotiations of this contract of sale.----------

---

----------**ACEPTACIÓN Y ADVERTENCIAS LEGALES**----------

----------**ACCEPTANCE AND LEGAL WARNINGS**----------

---Las partes aceptan esta escritura en todas sus partes por encontrarla la misma redactada de acuerdo con sus instrucciones. ----------

---

---The parties accept this deed in all its parts stating they find the same drafted in accordance with their instructions. ----------

---

---Yo, el Notario, DOY FE de haber hecho a los comparecientes las advertencias legales necesarias y pertinentes a este acto, en particular hago constar que hice las siguientes:----------

---

---I, the Notary, GIVE FAITH of having given the appearing parties all necessary and pertinent legal warnings relating to this act, specially I gave them the following: ----------

---

---[A] He advertido a los comparecientes, sobre todo a LA PARTE COMPRADORA, de su derecho a examinar el Registro de la Propiedad, y el de obtener un estudio de título con relación a las cargas y gravámenes u otros derechos inmobiliarios sobre las propiedades objeto de esta compraventa; que en este caso ni el Notario autorizante ni los comparecientes han examinado personalmente el Registro, que no obstante, se obtuvo un estudio de título, preparado por un investigador de títulos y que el hecho de haber obtenido dicho estudio no constituye garantía de inexistencia de gravámenes, ya que éstos podrían haberse constituido con posterioridad al examen registral o a la fecha en que se hubiera realizado este estudio de título.----------

---

---[A] I advised the appearing parties, especially the BUYER, of

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their right to examine the Registry of Property, and of the importance of obtaining a title study in relation to any liens, encumbrances of other real property rights affecting the Property object of this sale; that in this particular case, the Authorizing Notary, nor the appearing parties have personally examined the Registry of Property; that notwithstanding that, a title search report was prepared by a title investigator and that the fact that said study was obtained does not constitute guaranty of the lack of existence of liens or encumbrances, since these may have constituted after the Registry examination or the date of this title study was performed.----------

---El referido estudio de título fue utilizado para preparar esta escritura, y el Notario suscribiente no asume responsabilidad por la corrección, exactitud y o integridad de dicho estudio.-----

---Said title search report was used to prepare this deed, and this Notary, assume no responsibility as to the accuracy, correctness and or completeness of said title search report.------

---Las partes aceptan el estudio de título preparado para esta transacción.----------

---The appearing parties accept the title search report prepared for this transaction.----------

---Los comparecientes relevan al Notario suscribiente de toda responsabilidad por errores y/o omisiones en los referidos estudios de título; y / o por cambios en las propiedades o sus cargas o gravámenes que puedan ocurrir entre la fecha del estudio de título y la fecha en que esta escritura sea presentada al Registro para inscripción.----------

---The appearing parties relieve the Notary executing this Deed from any responsibility due to errors and or omissions in said titles search reports and or any changes in the title of the properties or in its liens and encumbrances that might occur between the date of the title search report and the date this deed is presented in the Registry for inscription. ----------

--- [B] Les he advertido lo siguiente: ----------

--- [B] I have advised them about the following: ----------

---La importancia de presentar esta escritura pública en el Registro de la Propiedad, haciendo constar, además el costo de la inscripción, así como el deber de tramitar el correspondiente traspaso ante el Departamento de Hacienda y el Centro de Recaudación de Ingresos Municipales [CRIM]. ----------

---The importance of recording this public deed at the Registry of Property, having indicated to them of the cost of such recording, as well as the duty of procure the correspondent transfers before the Department of the Treasury and el "Centro de Recaudación de Ingresos Municipales [CRIM]".----------

---Las responsabilidades y consecuencias que podrían resultar de no presentar esta escritura pública. ----------

---The responsibilities and consequences that could result of not recording this public deed. ----------

---Los deberes y consecuencias fiscales de este acto. ----------

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---The fiscal duties and consequences of this act. ----------

---

---Del derecho que tienen los comparecientes a requerir la presencia de testigos.----------

---

---Of the right of the appearing parties have of requiring the presence of witnesses.----------

---

---De encontrarse estas propiedades en una zona inundable, LA PARTE COMPRADORA queda obligada a cumplir con los requerimientos y disposiciones del Reglamento sobre Zonas Susceptibles de Inundación para cualquier construcción, uso o desarrollo. ----------

---

---If the real properties is within a floodable zone, the BUYER will have to comply with the requirements and dispositions of the Regulation on Floodable zones for any construction, use or development----------

---

---Del derecho a leer la presente escritura por sí mismos, lo que hicieron.----------

---

---To their right to read the Deed by themselves, which they did.

---Las partes declaran haber entendido todas las advertencias legales y sus posibles consecuencias legales de todo lo explicado a ellos. ----------

---

---The parties represent that they have understood all legal warnings and the possible legal consequences of everything explained to them. ----------

---

---Las partes acuerdan que si cualquier cláusula o disposición de esta escritura hecha en el idioma inglés contradijera su contraparte en el idioma español, prevalecerá la interpretación en español. ----------

---

---The parties also have agreed that if any clause or disposition in this deed described in the English language contradicts its counterpart in the Spanish language, the Spanish interpretation will prevail. ----------

---

---Las partes, luego de haber leído el contenido de esta escritura, se ratifican en ella y confirman las expresiones contenidas aquí, y en consecuencia, cada uno de los comparecientes colocan sus iniciales todos y cada uno de los folios y firman el original al final de esta escritura, ante mí, el Notario. De todo lo cual, bajo mi firma, sello, signo y rúbrica, y conforme a Derecho, yo, el Notario, **DOY FE**. ---------- -

---

---After having read the contents of this Deed, the appearing parties fully ratified and confirmed the statements contained herein, and thereupon each of the appearing parties affixes his initials on each and every page and signs the original at the end of this deed, before me, the Notary. To all of which, under my signature, seal, mark and flourish and according to law, I, the undersigned Notary, **GIVE FAITH.**----------

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CERTIFICATE OF RESOLUTION
OF
CABO ROJO LAND ACQUISITION LLC

The undersigned, as Manager of **CABO ROJO LAND ACQUISITION LLC**, a limited liability company organized under the laws of Puerto Rico (the "Company"), CERTIFIES that the following resolutions have been duly adopted by the Company and remain in full force and effect:

"**WHEREAS**, the Company wishes to acquire various parcels of land identified in the Registry of Property of Puerto Rico as follows (collectively, the "Properties"):

1. Property recorded at page 96 of volume 805 of Cabo Rojo, property number 18,806, Registry of the Property of San Germán.

2. Property recorded at page 142 of volume 864 of Cabo Rojo, property number 18,762, Registry of the Property of Cabo Rojo.

3. Property recorded at page 13 of volume 508 of Cabo Rojo, property number18,694, Registry of the Property of San Germán.

4. Property recorded at page 25 of volume 508 of Cabo Rojo, property number 18,696, Registry of the Property of San Germán.

5. Property recorded at page 148 of volume 864 of Cabo Rojo, property number 18,779, Registry of the Property of San Germán.

6. Property recorded at page 34 of volume 864 of Cabo Rojo, property number 18,707, Registry of the Property of San Germán.

7. Property recorded at page 37 of volume 864 of Cabo Rojo, property number18,708, Registry of the Property of San Germán.

8. Property recorded at page 41 of volume 864 of Cabo Rojo, property number18,709, Registry of the Property of San Germán.

9. Property recorded at page 44 of volume 864 of Cabo Rojo, property number 18,710, Registry of the Property of San Germán.

10. Property recorded at page 187 of volume 864 of Cabo Rojo, property number 18,813, Registry of the Property of San Germán.

11. Property recorded at page 139 of volume 508 of Cabo Rojo, property number 18,715, Registry of the Property of San Germán.

12. Property recorded at page 62 of volume 864 of Cabo Rojo, property number 18,716, Registry of the Property of San Germán.
13. Property recorded at page 175 of volume 508 of Cabo Rojo, property number18,721, Registry of the Property of San Germán.

14. Property recorded at page163 of volume 508 of Cabo Rojo, property number18,719, Registry of the Property of San Germán.

15. Property recorded at page 115 of volume 508 of Cabo Rojo, property number 18,711, Registry of the Property of San Germán.

16. Property recorded at page 247 of volume 509 of Cabo Rojo, property number 18,783, Registry of the Property of San Germán.

17. Property recorded at page 289 of volume 509 of Cabo Rojo, property number 18,790, Registry of the Property of San Germán.

18. Property recorded at page 127 of volume 508 of Cabo Rojo, property number 18,713, Registry of the Property of San Germán.

19. Property recorded at page 229 of volume 509 of Cabo Rojo, property number 18,780, Registry of the Property of San Germán.

NOW THEREFORE, BE IT RESOLVED, that the Company is hereby authorized to acquire the Properties; and

FURTHER RESOLVED, that in consideration of the foregoing, the Company be empowered and authorized, as it is hereby empowered and authorized, to execute option agreements, deeds of purchase options, deeds of purchase and sale and all other documents as may be required, notarial or otherwise, to achieve the purposes of the above Resolutions in such form and with such changes as the officer executing them may approve, such approval to be conclusively evidenced by its execution and delivery thereof, and any and all other documents, agreements, certificates, or instruments, notarial or otherwise, that may be necessary or required to take any and all other actions relating to or in connection thereto as may be necessary to effectuate the purposes of these Resolutions; and

FURTHER RESOLVED, that Ms. Gladys Omayra Fontanez Reyes, of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, in her capacity as authorized representative of the Company, is hereby authorized to execute and deliver the above mentioned documents, including, but not limited to, option agreements, deeds of option, deeds of purchase and sale, and any and all other documents that may be required or necessary to achieve the purposes of the above Resolutions in such form and with such changes as the officer executing them may approve, such approval to be conclusively evidenced by her execution and delivery thereof, and any and all other documents, agreements, certificates, or instruments, notarial or otherwise, that may be necessary or required to take any and all other actions relating to or in connection thereto as may be necessary to effectuate the purposes of these Resolutions."

IN WITNESS WHEREOF, I hereby sign this certificate of resolution of the Company in New York, New York, this 26th day of October, 2022.

CABO ROJO LAND ACQUISITION LLC

By: _____
Name: Eileen Sawyer
Title: Manager

STATE OF New York,
COUNTY OF New York,

The foregoing instrument was acknowledged before me this 26th day of October, 2022 by Eileen Sawyer, who is personally known to me.

_____
Signature of person taking acknowledgment

Eric Orenstein
Name typed, printed, or stamped

Notary Public, State of New York
No. 02OR6141733
Qualified in Nassau County
Commission Expires February 27, 2025

_____
Title or rank

_____
Serial number (if applicable)

My commission Expires: _____

---I HEREBY CERTIFY, that the first certified copy of the present deed was issued in favor of Buyer, at the same date and place of the execution thereof. I ATTEST. ----------

NOTARY

----------**DEED NUMBER FORTY-FOUR (44)** ----------

----------**PURCHASE AND SALE** ----------

---In San Juan, Puerto Rico, on December twenty-nine (29), two thousand twenty-three (2023). ----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with residence and offices in San Juan, Puerto Rico.----------

----------**APPEAR**----------

---AS THE PARTY OF THE FIRST PART: **RAFAEL BENET MELÉNDEZ**, of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico (hereinafter, "Benet" or "Seller") ----------

---AS THE PARTY OF THE SECOND PART: **CECILIA OROZCO DUQUE** (hereinafter, "Orozco"), of legal age, single, property owner and resident of Carolina, Puerto Rico.----------

---Benet and Orozco have informed Buyer that Orozco has a partial interest in the proceeds of the sale of the Property (as described and defined below). Orozco appears herein to evidence her consent to the sale of the Property by Benet pursuant to this instrument, and to acknowledge receipt of her agreed portion of the sale proceeds.----------

---AS THE PARTY OF THE THIRD PART: **CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "Buyer"), a limited liability company organized, existing and in good standing under the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, GLADYS OMAYRA FONTÁNEZ REYES, who is of legal age, single, attorney at law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this Deed arises from a Certificate of Resolution of Buyer signed by Eileen Sawyer, as Manager of Buyer, on December fifteen (15), two thousand twenty-three (2023), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and

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validity of the commission of notary public Eric Orenstein through the search engines of the Department of State and the Office of Information Technology Services of the State of New York. I further certify that I have examined the aforesaid Certificate of Resolution of Buyer and that it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law, to authorize Ms. Fontánez Reyes to appear herein on behalf of Buyer. ----------

---I hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective age, civil status, occupation and residence. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily,----------

----------**STATE AND AGREE**----------

---**FIRST:** Seller is the sole owner in fee simple title ("*pleno dominio*") and has the possession of the parcel of land described in the Spanish language as follows (hereinafter, the "Property"):----------

---"**RÚSTICA**: Porción de terreno radicado en el Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, de una cabida de cuatro mil cuatrocientos cuarenta punto dos mil doscientos treinta y un (4,440.2231) metros cuadrados, equivalentes a uno punto mil doscientos noventa y siete (1.1297) cuerdas. En linderos: **NORTE**, con Harding Hulser Thayer; **SUR**, con solar número tres (3) y franja de uso público; **ESTE**, con Vanessa Sánchez Carlo; y **OESTE**, con Harding Hulse Thayer." ----------

---The Property is identified at the San Germán Section of the Registry of Property of Puerto Rico (the "Registry") as property number 37,189. It was segregated from property number 7,351 (the "Master Property"), recorded at Page 28 of Volume 246 of Cabo Rojo, pursuant to Deed Number Two (2), of Segregation, Distribution and Adjudication, executed on January Twenty-Six (26), Two Thousand Nineteen (2019) (hereinafter, the "Deed of Segregation"). The Deed of Segregation is filed and pending recordation at *Karibe* entry 2019-096958-SG01. -------

---The tax identification number ("*número de catastro*") assigned to the Master Property by the Municipal Revenues Collection Center ("CRIM") is 403-000-002-50-000.----------

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---The Property was adjudicated and assigned to Seller pursuant to the Deed of Segregation. ----------

----------**LIENS AND ENCUMBRANCES** ----------

---By its origin, the Property is free of liens and encumbrances. ----------

---By itself, the Property is subject to:----------

----(A) Perpetual Easement for the benefit of the Puerto Rico Electric Power Authority over a piece of land within the Master Property, with a surface area of three hundred point three thousand six hundred seven (380.3607) square meters, arising from eminent domain proceedings, pursuant to a Resolution issued by the Puerto Rico Court of First Instance, San Juan Part, in Civil Case Number KEF2006-722 (1002), recorded at the overleaf of page 76 of volume 945 of Cabo Rojo, Property Number 7,351, seventh (7th) inscription (hereinafter, the "Permitted Encumbrance"). ----------

---**SECOND:** On October nineteen (19), two thousand twenty-three (2023), Seller granted to Buyer an option to purchase the Property, pursuant to an *Option to Purchase Letter* (hereinafter, the "Purchase Agreement") executed on such date. ----------

----------**PURCHASE AND SALE**----------

---**THIRD:** In accordance with the Purchase Agreement, Seller hereby sells, conveys and transfers fee simple title ("*pleno dominio*") to the Property and the possession thereof to Buyer, and Buyer hereby purchases from Seller fee simple title ("*pleno dominio*") to the Property and the possession thereof, in accordance with the following ----------

----------**TERMS AND CONDITIONS**----------

-----One: The purchase price of the Property is the lump sum of **TWO HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($275,000)** (hereinafter the "Purchase Price"), which amount has been paid by Buyer to Seller concurrently with the execution hereof, and Seller hereby acknowledges receipt thereof. ----------

-----Two: Buyer shall be entitled to the immediate constructive

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possession of the Property, without any additional formality, document or request. The physical possession of the Property shall be delivered by Seller to Buyer within thirty (30) days from the date of execution hereof; that is, no later than January twenty-eight (28), two thousand twenty-four (2024). ----------

-----Three: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of Seller and, thereafter, for the account of Buyer.----------

-----Four: Seller hereby delivers to Buyer fee simple title to the Property, vacant, and free and clear of all liens, encumbrances or defects, except for the Permitted Encumbrance. ----------

-----Five: Buyer specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) Seller hereby sells and Buyer hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from Seller or any of Seller's agents, employees, members, representatives, attorneys or brokers (each such party, a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by Seller to Buyer (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof, its facilities, soils, geology, and groundwater; (b) the dimensions, area, and size of the Property; (c) the development or income potential, or rights of or relating to the Property or the adequacy of the Property for any particular purpose, (d) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, the compliance of the Property or its operation with any

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applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of Buyer or any other person to obtain any necessary governmental approvals, licenses, or permits for Buyer's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters regarding the operation of the Property. Buyer further acknowledges and agrees that Seller is under no duty to make any inquiry regarding any matter that may or may not be known to Seller or any Seller Affiliate. Upon execution of this public deed, Buyer shall assume the risk of adverse matters relating to adverse investigations, and Buyer, upon execution of this public deed, shall be deemed to have waived, relinquished and released Seller and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which Buyer might have asserted or alleged or may assert or allege in the future against Seller or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution of this deed. ----------

-----Six: Seller represents and warrants to Buyer that, to the best of Seller's knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that, to the best of Seller's knowledge, the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----Seven: The notarial fees, stamps on the original, stamps on the first certified copy, filing and recording rights of this Deed at the Registry will be paid by Buyer.----------

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-----Ten: This Deed will be interpreted and governed in accordance with the laws of the Commonwealth of Puerto Rico. The appearing parties submit themselves to the exclusive jurisdiction of the Court of First Instance of the Commonwealth of Puerto Rico in the event of any litigation arising out of this Deed.----------

-----Eleven: All notices to the parties pursuant to this Deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

----TO SELLER:----------
------Rafael Benet Meléndez ----------
------RR6 Buzón 10698 ----------
------San Juan, PR 00926 ----------
------Electronic Mail: licbenet@hotmail.com ----------

----TO BUYER:----------
------Cabo Rojo Land Acquisition LLC ----------
------733 Third Avenue ----------
------New York, NY 10017----------
------Attention: Eileen Sawyer ----------
------Electronic Mail: roberto.ruiz@ccgc.com.do----------

-----Eleven: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

-----Twelve: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the remaining provisions of this Deed will continue in full force and effect.----------

-----Thirteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver such documents or instruments, public or private, which may be necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any correction deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of Buyer, except that each party shall bear the fees of their respective counsel.----------

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---**FOURTH:** The Notary advises Buyer as to the importance of filing the corresponding property change of ownership application before the CRIM, and to obtain, prior to the execution of this deed, a certification indicating whether any sums related to property taxes are owed by Seller. Pursuant to applicable law, Buyer is responsible for filing at the CRIM the corresponding application for property tax exemption and /or change of ownership, within thirty (30) days from the date of execution hereof. Buyer hereby declares that it is fully aware of the aforementioned obligations and releases the undersigned Notary from this responsibility.

----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ---

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) that this Deed was drafted relying on a title abstract prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions in the preparation of the same. Said title abstract was prepared by Capital Title Services Inc. on December twenty (20), two thousand twenty-three (2023); ----------

-----(c) that after the date of such title abstract and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry as of the date of the title abstract.----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the

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possibility of liens recorded after the date of the certification; ----------

-----(e) of the right of the Buyer to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.;----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property;----------

-----(h) of the importance of recording a copy of this deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this deed is not recorded at the Registry;----------

-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property;----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations;----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its contents.----------

-----(l) of the need and consequences to the Seller of filing the *Planilla Informativa Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles* with the Puerto Rico Treasury Department; and----------

-----(m) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et*

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

seq., is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Seller, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the Seller and their agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed.----------

----------**READING, ACCEPTANCE AND EXECUTION** ----------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratify the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their initials on each page thereof.----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

G.J.F.R.

CONTRATO DE PROMESA RECIPROCA DE COMPRAVENTA

En los lugares y fechas que aparecen bajo las respectivas firmas de cada uno de los comparecientes, para ser efectivo el treinta (30) de noviembre de dos mil veintitrés (2023) (en adelante la "Fecha de Efectividad"),

COMPARECEN:

DE LA PRIMERA PARTE: Las siguientes personas quienes serán llamadas en conjunto **"TORRES"** en adelante en el presente contrato: (i) **CARMEN IVONNE BARRIOS COLLAZO**, también conocida como **IVONNE BARRIOS COLLAZO** (en adelante "**CARMEN**"), mayor de edad, soltera, propietaria y vecina de Aibonito, Puerto Rico, quien comparece en su carácter personal y como miembra de la sucesión (en adelante la "SUCESION") de su difunto esposo, LUIS ALBERTO TORRES SANTIAGO, también conocido como LUIS A. TORRES SANTIAGO (en adelante "LATS"); (ii) **LUIS ALBERTO TORRES ORTIZ**, también conocido como **LUIS A. TORRES ORTIZ** (en adelante "LATO"), quien es mayor de edad, soltero, propietario, vecino de Aibonito, Puerto Rico, e hijo de LATS; (iii) **GERALDO LUIS TORRES ORTIZ**, también conocido como **GERALDO L. TORRES ORTIZ**(en adelante "GERALDO"), quien es mayor de edad, soltero, propietario, vecino de Aibonito, Puerto Rico, e hijo de LATS; (iv) **SAMUEL TORRES ORTIZ**(en adelante "SAMUEL"), quien es mayor de edad, casado, comerciante, vecino de Aibonito, Puerto Rico e hijo de LATS; (v) **WALESKA TORRES BARRIOS** (en adelante "WALESKA"), quien es mayor de edad, soltera, propietaria, vecina de Haines City, Florida, Estados Unidos de América e hija de LATS y (vi) **EDGARDO TORRES BARRIOS**(en adelante "EDGARDO"), quien es mayor de edad, soltero, comerciante, residente de Aibonito, Puerto Rico, e hijo de LATS. LATO, GERALDO, SAMUEL, WALESKA Y EDGARDO comparecen como miembros de la SUCESION; y

DE LA SEGUNDA PARTE: CABO ROJO LAND ACQUISITION LLC, (en adelante **"CRLA"**), una sociedad de responsabilidad limitada organizada y existente al amparo de las leyes del Estado Libre Asociado de Puerto Rico, con el número de seguro social patronal 66-0920011, representada en este contrato por su Representante Autorizada, GLADYS OMAYRA FONTANEZ REYES, mayor de edad, soltera, abogada y vecina de San Juan, Puerto Rico, quien está debidamente autorizada para representar a la CRLA en el presente contrato, según surge de "Certificate of Resolution of CABO ROJO LAND ACQUISITION LLC", firmada en Nueva York, Estados Unidos de América, por Eileen Sawyer, en su capacidad de gerente de CABO ROJO LAND ACQUISITION LLC, el diecisiete (17) de mayo de dos mil veintitrés (2023), ante el notario público de Nueva York Eric Orenstein; y

EXPONEN Y CONVIENEN:

PRIMERO: TORRES es el único dueño en pleno y absoluto dominio y tiene la posesión de la parcela de terreno descrita a continuación según la Sección de San

German del Registro de la Propiedad de Puerto Rico (en adelante el "Registro") y la cual será llamada la "PROPIEDAD" en adelante en el presente contrato:

> "**RUSTICA:** Parcela número ciento seis (106), radicada en el Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de diecinueve mil seiscientos cincuenta y cuatro punto cincuenta y seis (19,654.56) metros cuadrados. En lindes, por el NORTE, con la Bahía de Boquerón en una alineación de cuarenta y cuatro punto ochenta y ocho (44.88) metros y otra alineación de diecinueve punto catorce (19.14) metros cuadrados; por el SUR, con un camino de servidumbre de quince (15) metros de ancho de los cuales siete punto cincuenta (7.50) metros pertenecen a esta finca, esta colindancia mide sesenta y dos punto sesenta y seis (62.66) metros; por el ESTE, con la parcela número ciento cinco (105), en una distancia de trescientos siete punto noventa (307.90) metros; y por el OESTE, con la parcela número ciento siete (107), en una distancia de trescientos uno punto cero cuatro (301.04) metros. La colindancia Sur de la finca se halla afecta a una servidumbre de paso para uso vehicular y peatonal, de quince (15) metros de ancho de los cuales siete punto cincuenta (7.50) metros pertenecen a esta finca, afectando esta servidumbre todo lo largo de la colindancia Sur y resultando en un área afecta por dicha servidumbre de cuatrocientos setenta punto cero tres (470.03) metros cuadrados, los cuales forman parte del área total de la finca".

La referida descripción de la PROPIEDAD es después de haber sido medida por el ingeniero Frank Lozada Díaz, según escritura numero ciento cincuenta y tres (153), otorgada en Boquerón, Puerto Rico, el día diez (10) de julio de de dos mil tres (2003), ante el notario público Rafael Doitteau Cruz, inscrita al folio ciento veintisiete (127) del tomo ochocientos cuarenta y tres (843) de Cabo Rojo del Registro, finca número dieciocho mil ochocientos cuarenta (18,840), inscripción cuarta (4ta)

La PROPIEDAD se identifica en el Registro como finca número dieciocho mil ochocientos cuarenta (18,840), inscrita al folio doscientos ochenta y nueve (289) del tomo quinientos diez (510) de Cabo Rojo del Registro.

La PROPIEDAD fue originalmente adquirida por LATS, CARMEN y la sociedad legal de bienes gananciales compuesta por ambos según las leyes de Puerto Rico, mediante escritura número treinta y siete (37), otorgada en Cabo Rojo, Puerto Rico, el diez (10) de julio de dos mil tres (2003), ante el notario publico Miguel Carlo Montalvo, inscrita al folio ciento veintisiete (127) del tomo ochocientos cuarenta y tres (843) de Cabo Rojo del Registro, finca número dieciocho mil ochocientos cuarenta (18,840), inscripción quinta (5ta).

SEGUNDO: TORRES adquirió la PROPIEDAD como sigue:

2.1. Según se ha descrito anteriormente, CARMEN adquirió un cincuenta por ciento (50%) de la PROPIEDAD cuando estaba casada con LATS, según la escritura número treinta y siete (37), otorgada en Cabo Rojo, Puerto Rico, el diez (10) de junio de dos mil tres (2003), ante el notario público Miguel Carlo Montalvo, inscrita al folio ciento veintisiete (127) del tomo ochocientos cuarenta y tres (843) de Cabo Rojo del Registro, finca dieciocho mil ochocientos cuarenta (18,840), inscripción quinta (5ta);

2.2. Los miembros de la SUCESION, es decir, CARMEN, LATO, GERALDO, SAMUEL, WALESKA Y EDGARDO, adquirieron el cincuenta por ciento (50%) restante de la PROPIEDAD al fallecimiento de LATS, pero la PROPIEDAD aún aparece a nombre de LATS y CARMEN en el Registro.

TERCERO: El número de catastro asignada a la PROPIEDAD en el Centro de Recaudación de Ingresos Municipales ("CRIM") es el trescientos setenta y nueve guion cero ochenta y nueve guion trescientos veintisiete guion setenta y seis guion cero cero cero (379-089-327-000):

CUARTO: Por su procedencia, la PROPIEDAD está libre de cargas y gravámenes. Por sí, la PROPIEDAD está sujeta a las siguientes cargas y gravámenes:

4.1. Condiciones restrictivas de servidumbre en equidad, constituidas según escritura número ciento treinta y tres (133), otorgada en Mayagüez, Puerto Rico, el veinte (20) de noviembre de dos mil dos (2002), ante el notario público Luis Roberto Santos, inscrita al folio ciento veintisiete (127) del tomo ochocientos cuarenta y tres (843) del Registro, finca número dieciocho mil ochocientos cuarenta (18,840), inscripción tercera (3ra).

QUINTO: TORRES aquí se compromete a vender, ceder y traspasar título en pleno y absoluto dominio sobre la PROPIEDAD y la posesión de la PROPIEDAD a CRLA, y CRLA aquí se compromete y obliga a comprarle a TORRES título en pleno y absoluto dominio sobre la PROPIEDAD, y la posesión de la misma, según los siguientes:

TÉRMINOS Y CONDICIONES:

5.1. El precio de compraventa de la PROPIEDAD será la suma alzada de UN MILLON TRESCIENTOS MIL DOLARES ($1,300,000) (en adelante el "Precio de Compraventa"). El Precio de Compraventa no estará sujeto o condicionado a una tasación y TORRES no estará obligado a ajustar o reducir el Precio de Compraventa como resultado de tasación(es) obtenida(s) por CRLA o por cualquier otra persona o entidad.

5.2. El Precio de Compraventa será pagado por CRLA a TORRES de la siguiente forma:

(i) Dentro de los diez (10) días laborables siguientes a la Fecha de Efectividad del presente contrato, la suma de SESENTA Y CINCO MIL DOLARES ($65,000) será depositada mediante cheque de gerente a la orden del Secretario del Tribunal, en la secretaría de la Sala Superior de Aibonito del Tribunal de Primera Instancia del Estado Libre Asociado de Puerto Rico (en adelante el "Tribunal"), para ser custodiada y posteriormente distribuida según determine el Tribunal en el Caso Civil Número AI2020CV00215 sobre Declaratoria de Herederos de LATS, como depósito del precio pactado de CRLA a TORRES. Si la Escritura de Compraventa no puede otorgarse por razones atribuibles a TORRES, dicha suma será devuelta por el Tribunal a CRLA, sin intereses. Si la Escritura de Compraventa no puede otorgarse por causas atribuibles a CRLA, dicha suma será retenida por el Tribunal y entregada a TORRES como daños líquidos.

(ii) La suma restante de UN MILLON DOSCIENTOS TREINTA Y CINCO MIL DOLARES ($1,235,000) será pagada por CRLA a TORRES simultáneamente con el otorgamiento de la Escritura de Compraventa.

5.3. Antes del otorgamiento de la Escritura Compraventa, los miembros de la SUCESIÓN tendrán que someter evidencia a CRLA de que han obtenido el relevo del Departamento de Hacienda a tenor con la Planilla de Caudal relicto. Cuando el Departamento de Hacienda de Puerto Rico emita el correspondiente relevo del caudal relicto de la SUCESIÓN, los miembros de la SUCESIÓN aquí comparecientes someterán al Registro una instancia (en adelante la "Instancia") requiriendo la inscripción a su favor del cincuenta por ciento (50%) del titulo en pleno dominio de la PROPIEDAD. La Escritura de Compraventa se otorgará dentro de los treinta (30) días calendario siguiente al recibo por CRLA de evidencia de la radicación en el Registro de la Instancia, con todos sus sellos, comprobantes y derechos de inscripción, si alguno, debidamente pagados por TORRES.

5.4. La Escritura de Compraventa conferirá a la CRLA la inmediata posesión de la PROPIEDAD sin necesidad de formalismo, documento o solicitud alguna.

5.5. Todas las contribuciones sobre la propiedad inmueble correspondientes a la PROPIEDAD, así como la contribución especial correspondiente a la PROPIEDAD, hasta la fecha del otorgamiento de la Escritura de Compraventa, serán por cuenta y cargo de TORRES. De entonces en adelante serán por cuenta de CRLA.

5.6. Simultáneamente con el otorgamiento de la Escritura de Compraventa, TORRES traspasará a la COMPRADORA título en pleno y absoluto dominio sobre la PROPIEDAD, vacante y libre de cargas y gravámenes, como está, donde está, sujeta solamente a las condiciones restrictivas y servidumbres mencionadas en el párrafo CUARTO de este contrato.

5.7. CRLA específicamente reconoce y acepta que, excepto según se dispone expresamente en el presente contrato, (i) TORRES, mediante la Escritura de Compraventa, venderán y CRLA comprará la PROPIEDAD "donde está, como está" con todas sus faltas y defectos; (ii) CRLA no está descansando en representación o garantía de clase alguna, oral o escrita, expresa o implícita, estatutaria o de cualquier otra naturaleza, de parte de TORRES o de algún agente, empleado, miembro, representante, abogado o corredor (cada uno de ellos un "AFILIADO DE TORRES") acerca de cualquier asunto concerniente a la PROPIEDAD, o que aparezca o este contenido o mencionado en cualquier material, documento, estudio, reporte, información o datos relacionados a la PROPIEDAD provisto(s) por TORRES a CRLA (incluyendo sin limitación, su corrección e integridad) e incluyendo, sin limitación: (a) la calidad, naturaleza, habitabilidad, mercabilidad, uso, operación, valor, adecuacidad o condición física de la PROPIEDAD o cualquier aspecto o porción de la misma (incluyendo, sin limitación, elementos estructurales, cimientos, techos, accesorios, accesos, jardinería, facilidades de estacionamiento, electricidad, plomería, HVAC, e instalaciones mecánicas, alcantarillado, servicios ["utilities"], facilidades, enseres, suelos, geología y nivel freático); (b) las dimensiones, áreas y tamaño de la PROPIEDAD y los pies cuadrados de los edificios o mejoras en la misma, si alguno, o de cualquier espacio arrendado en la misma; (c) el potencial de desarrollo o ingresos de la PROPIEDAD, o derechos relacionados a la PROPIEDAD o al uso, habitabilidad, mercabilidad, aptitud física, valor, o adecuacidad de la PROPIEDAD para cualquier propósito; (d) la zonificación u otro estado o condición legal de la PROPIEDAD o cualquier otra restricción pública o privada en el uso de la PROPIEDAD, el cumplimiento de la PROPIEDAD con cualquier aplicable código, ley, regulación, estatuto, ordenanza, convenio, condición y restricción de cualquier autoridad gubernamental o de otra persona o entidad (incluyendo, sin limitación, el "American with Disabilities Act"); (e) la capacidad de CRLA o de cualquier otra persona de obtener cualquier necesaria aprobación gubernamental, licencia o permiso para el uso propuesto para la PROPIEDAD por CRLA o aquellas otras personas que contemplan usar o desarrollar la PROPIEDAD (f) la calidad de cualquier labor, trabajo o material usado en la construcción de cualquier mejora; (g) las condiciones económicas o los ingresos y gastos, proyecciones de ingresos o gastos y otros asuntos financieros acerca de la operación de la PROPIEDAD. CRLA expresamente reconoce y acuerda que CRLA no está descansando en representación o garantía alguna por parte de TORRES o de AFILIADOS DE TORRES, ya sea implícita, presumida o expresamente provista por ley o de otra forma, que surja en virtud de cualquier estatuto, derecho común o cualquier otro vinculante derecho o remedio a favor de CRLA. CRLA también reconoce y acuerda que TORRES no tiene obligación alguna de hacer investigaciones acerca de cualquier asunto conocido o desconocido por TORRES o cualquier AFILIADO DE TORRES. Al otorgarse la Escritura de Compraventa, CRLA asumirá el riesgo de asuntos adversos relacionados con investigaciones adversas y CRLA, al otorgarse la Escritura de Compraventa, se entenderá que ha reconocido y relevado a TORRES y a los AFILIADOS DE TORRES de y contra cualquier reclamación, de cualquiera y toda

naturaleza y carácter (incluyendo honorario de abogados), conocida o desconocida, que CRLA pudiera haber presentado o alegado o pudiere presentar o alegar en el futuro contra TORRES o cualquier AFILIADO DE TORRES en cualquier momento por causa de, o que surgiere de, cualquier defecto aparente o latente, condición física, violación a cualquier ley aplicable y cualquier otro acto, omisión, evento, circunstancia o asunto relacionado a la PROPIEDAD.

5.8. Los honorarios notariales de la Escritura de Compraventa, sellos en el original, sellos en la primera copia certificada y derechos de inscripción de la Escritura de Compraventa en el Registro serán pagados por CRLA.

SEXTO: El presente contrato será interpretado según la ley de Puerto Rico y gobernado por las mismas. Las partes comparecientes se someten a la jurisdicción exclusiva del Tribunal General de Justicia del Estado Libre Asociado de Puerto Rico, en caso de cualquier litigio que surja relacionado con el presente contrato.

SÉPTIMO: Todas las notificaciones a las partes en virtud del presente contrato deberán ser por correo certificado, con acuse de recibo, con copias por correo electrónico, a las siguientes direcciones de las partes:

A TORRES:

CARMEN IVONNE BARRIOS COLLAZO
PO Box 173
Mercedita, PR 00715-0173
bufetelegaloctaviocapo@hotmail.com
Atención: Lcdo. Octavio Capó Pérez

LUIS A. TORRES ORTIZ
Urbanización Miradores de Cayey
12 Calle Paisajes
Cayey, PR 00736-8601
n.berrioslaw@gmail.com
Atención: Lcda. Nitzali Berríos

GERALDO L. TORRES ORTIZ
Urbanización Miradores de Cayey
12 Calle Paisajes
Cayey, PR 00736-8601
n.berrioslaw@gmail.com
Atención: Lcda. Nitzali Berríos

SAMUEL TORRES ORTIZ

Urbanización Miradores de Cayey
12 Calle Paisajes
Cayey, PR 00736-8601
n.berrioslaw@gmail.com
Atención: Lcda. Nitzali Berríos

WALESKA TORRES BARRIOS
PO Box 173
Mercedita, PR 00715-0173
bufetelegaloctaviocapo@hotmail.com
Atención: Lcdo. Octavio Capó Pérez

EDGARDO TORRES BARRIOS
PO Box 173
Mercedita, PR 00715-0173
bufetelegaloctaviocapo@hotmail.com
Atención: Lcdo. Octavio Capó Pérez

A CRLA:

CABO ROJO LAND ACQUISITION LLC
733 Third Avenue
New York, NY 10017
Atención: Eileen Sawyer
Correo electrónico: roberto.ruiz@ccgc.com.do

OCTAVO: TORRES desconoce si terceras personas han depositado basura o material tóxico en la PROPIEDAD. No obstante, TORRES representa y garantiza a CRLA que, según el mejor conocimiento de TORRES, en la PROPIEDAD no hay sustancias tóxicas, peligrosas, contaminadas o contaminantes y la PROPIEDAD nunca ha sido usada como depósito de basura, desperdicios, o sustancias tóxicas contaminadas o contaminantes. EXEPTO POR LA REPRESENTACIONES INCLUIDAS EN EL PRESENTE CONTRATO, CRLA RECONOCE QUE NO ESTA DESCANSANDO EN REPRESENTACION O GARANTIA ALGUNA DE TORRES O DE ALGUN AGENTE, OFICIAL, EMPLEADO O REPRESENTANTE DE TORRES ACERCA DE LA PROPIEDAD. CRLA, MEDIANTE EL PRESENTE CONTRATO ACUERDA QUE, HASTA EL MAXIMO PERMITIDO POR LEYES APLICABLES, LA COMPRAVENTA OBJETO DEL PRESENTE CONTRATO SE HARA SIN REPRESENTACION, CONVENIO O GARANTIA DE CLASE ALGUNA (EXPRESA, IMPLICITA O ESTATUTARIA) POR PARTE DE TORRES, EXCEPTO SEGÚN SE DISPONE EXPRESAMENTE EN EL PRESENTE CONTRATO.

NOVENO: CRLA reconoce y acepta que el señor José E. Pérez Cruz, corredor de bienes raíces con licencia de Puerto Rico número diez mil cuatrocientos setenta y ocho (10,478), solo o en asociación con otro(s) corredor(es), ha actuado como corredor representando a CRLA en la transacción objeto del presente contrato y que TORRES no tiene responsabilidad ni obligación alguna para con el señor José E. Pérez Cruz. Los honorarios del señor Pérez Cruz y su(s) asociado(s), si alguno, por dichos servicios son responsabilidad de CRLA y serán pagados por CRLA al señor Pérez Cruz simultáneamente con el otorgamiento de la Escritura de Compraventa. Dichos honorarios ascenderán a la suma de sesenta y cinco mil dólares ($65,000), equivalente al cinco por ciento (5%) del Precio de Compraventa. TORRES no será responsable de ningún pago a hacerse al señor Pérez Cruz.

DÉCIMO: Desde la fecha del otorgamiento del presente contrato hasta la fecha del otorgamiento de la Escritura de Compraventa, CRLA queda autorizada a someter a las entidades y/o agencias gubernamentales pertinentes solicitudes de permisos, aprobaciones y endosos para el desarrollo en la PROPIEDAD de parte de un proyecto residencial turístico, cónsono con la zonificación de la PROPIEDAD. TORRES se compromete y obliga a otorgar cuantos documentos y/o autorizaciones escritas sean necesarias para que CRLA pueda solicitar a las entidades y/o agencias gubernamentales concernidas los permisos, aprobaciones y endosos requeridos para dicho proyecto, *incluyendo, sin limitación la carta unida como* ***Anejo I*** *al presente contrato.* TORRES *no* se hace responsable por las solicitudes sometidas a entidades y/o agencias gubernamentales, ni el resultado de estas, incluyendo las aprobaciones o no de dichas agencias y/o entidades.

UNDÉCIMO: El plural y el singular, así como el masculino, femenino neutro y otros géneros se usan indistintamente en el presente contrato.

DUODÉCIMO: Si alguno o algunos de los miembros de la SUCESIÓN incumpliere con los términos y condiciones establecidos en el presente contrato, procedería la devolución inmediata del depósito completo entregado a TORRES en virtud de la Sección 5.2(i) del presente contrato y CRLA aceptaría que cualquier reclamación adicional fuere sólo contra el heredero o herederos que incumpliere(n) y no contra los demás.

DÉCIMO TERCERO: En caso de que cualquier clausula o disposición del presente contrato fuere declarada nula o invalida mediante resolución, sentencia u orden judicial final y firme, entonces el resto del contrato continuará en pleno vigor y efecto.

DECIMO CUARTO: El presente contrato podrá ser otorgado en contrapartes ("counterparts") y, una vez que todas las partes hayan firmado al menos una contraparte, todas las contrapartes formarán un solo contrato.

POR TANTO, las partes comparecientes suscriben y otorgan el presente contrato en la fechas y lugares que aparecen debajo de sus respectivas firmas, para ser efectivo

en San Juan, Puerto Rico, en la fecha que aparece en el párrafo introductorio del presente contrato.

CARMEN IVONNE BARRIOS COLLAZO
también conocida como Ivonne Barrios Collazo
Fecha: 16 NOV. 2023
Lugar: Santa Isabel, Puerto Rico

LUIS ALBERTO TORRES ORTIZ
también conocido como Luis A. Torres Ortiz
Fecha: 16 nov. 2023
Lugar: Santa Isabel, Puerto Rico

GERALDO LUIS TORRES ORTIZ
también conocido como Geraldo L. Torres Ortiz
Fecha: 16 noviembre 2023
Lugar: Santa Isabel, Puerto Rico

SAMUEL TORRES ORTIZ
Fecha: 16 noviembre 2023
Lugar: Santa Isabel, Puerto Rico

WALESKA TORRES BARRIOS
Fecha:
Lugar:

EDGARDO TORRES BARRIOS
Fecha: 16 noviembre 2023
Lugar: Santa Isabel, Puerto Rico

CABO ROJO LAND ACQUISITION LLC

GLADYS OMAYRA FONTANEZ REYES
Representante Autorizada
Fecha: 20 de noviembre de 2023
Lugar: San Juan, Puerto Rico

Affidavit Número:_____

AFIDAVIT NÚMERO: 4551

Reconocido y suscrito ante mí por Carmen Ivonne Barrios Collazo, mayor de edad, soltera, propietaria y vecina de Aibonito, Puerto Rico, a quien conozco personalmente. En Santa Isabel, Puerto Rico, hoy dieciséis - - - - - (16) de noviembre de dos mil veintitrés (2023).





Notario Público

CBB

LGT

Affidavit Número: 4552

GT

Reconocido y suscrito ante mí por Luis Alberto Torres Ortiz, también conocido como Luis A. Torres Ortiz, mayor de edad, soltero, propietario y vecino de Aibonito, Puerto Rico, a quien conozco personalmente. En Santa Isabel, Puerto Rico, hoy dieciséis - - - - - (16) de noviembre de dos mil veintitrés (2023).

SO

E-S

6.2.f.k.





Notario Público

Affidavit Número: 4553

Reconocido y suscrito ante mí por Geraldo Luis Torres Ortiz, también conocido como Geraldo L. Torres Ortiz, mayor de edad, soltero, propietario y vecino de Aibonito, Puerto Rico, a quien conozco personalmente. En Santa Isabel, Puerto Rico, hoy dieciseis - - - - - - (16) de noviembre de dos mil veintitrés (2023).

MARIA DEL ROSARIO PUJOL THOMPSON
ABOGADO-NOTARIO



Notario Público

Affidavit Número: 4554

Reconocido y suscrito ante mí por Samuel Torres Ortiz, mayor de edad, casado, propietario y vecino de Aibonito, Puerto Rico, a quien conozco personalmente. En Santa Isabel, Puerto Rico, hoy dieciseis - - - - - - (16) de noviembre de dos mil veintitrés (2023).

MARIA DEL ROSARIO PUJOL THOMPSON
ABOGADO-NOTARIO



Notario Público

Affidavit Número: 4555

Reconocido y suscrito ante mí por **Edgardo Torres Barrios**, mayor de edad, soltero, comerciante y vecino de Aibonito, Puerto Rico, a quien conozco personalmente. En Santa Isabel, Puerto Rico, hoy dieciséis - - - - (16) de noviembre de dos mil veintitrés (2023).

MARÍA DEL ROSARIO PUJOL THOMPSON
ABOGADO-NOTARIO



Notario Público

Affidavit Número: 4557

Reconocido y suscrito ante mí por Gladys Omayra Fontanez Reyes, mayor de edad, soltera, abogada y vecina de San Juan, Puerto Rico en su carácter de Representante Autorizada de Cabo Rojo Land Acquisition LLC, a quien conozco personalmente. En San Juan, Puerto Rico, hoy veinte - - - - - - (20) de noviembre de dos mil veintitrés (2023).

MARÍA DEL ROSARIO PUJOL THOMPSON
ABOGADO-NOTARIO



Notario Público

Anejo I

[FECHA]

A QUIEN PUEDA INTERESAR

Re: *CONTRATO DE PROMESA RECIPROCA DE COMPRAVENTA suscrito entre* (i) Carmen Ivonne Barrios Collazo, también conocida como Ivonne Barrios Collazo; (ii) Luis Alberto Torres Ortiz, también conocido como Luis A. Torres Ortiz; (iii) Geraldo Luis Torres Ortiz, también conocido como Geraldo L. Torres Ortiz; (iv) Samuel Torres Ortiz; (v) Waleska Torres Barrios; (vi) Edgardo Torres Barrios; y (vii) Cabo Rojo Land Acquisition LLC, el día _____ ( ) de noviembre de dos mil veintitrés (2023), según afidávits número _____, ante el/la notario(a) público(a) _____. (en adelante el "Contrato")]

Mediante el Contrato, nosotros, como dueños del inmueble que se describe a continuación (en adelante el "Inmueble"), nos comprometimos a vender el Inmueble a Cabo Rojo Land Acquisition LLC:

"**RUSTICA:** Parcela número ciento seis (106), radicada en el Barrio Boquerón, del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de diecinueve mil seiscientos cincuenta y cuatro punto cincuenta y seis (19,654.56) metros cuadrados. En lindes, por el NORTE, con la Bahía de Boquerón en una alineación de cuarenta y cuatro punto ochenta y ocho (44.88) metros y otra alineación de diecinueve punto catorce (19.14) metros cuadrados; por el SUR, con un camino de servidumbre de quince (15) metros de ancho de los cuales siete punto cincuenta (7.50) metros pertenecen a esta finca, esta colindancia mide sesenta y dos punto sesenta y seis (62.66) metros; por el ESTE, con la parcela número ciento cinco (105), en una distancia de trescientos siete punto noventa (307.90) metros; y por el OESTE, con la parcela número ciento siete (107), en una distancia de trescientos uno punto cero cuatro (301.04) metros. La colindancia Sur de la finca se halla afecta a una servidumbre de paso para uso vehicular y peatonal, de quince (15) metros de ancho de los cuales siete punto cincuenta (7.50) metros pertenecen a esta finca, afectando esta servidumbre todo lo largo de la colindancia Sur y resultando en un área afecta por dicha servidumbre de cuatrocientos setenta punto cero tres (470.03) metros cuadrados, los cuales forman parte del área total de la finca".

El Inmueble se identifica en el Registro como finca número dieciocho mil ochocientos cuarenta (18,840), inscrita al folio doscientos ochenta y nueve (289) del tomo quinientos

diez (510) de Cabo Rojo, Sección de San Germán del Registro de la Propiedad de Puerto Rico.

Cabo Rojo Land Acquisition LLC nos ha informado que, directamente o a través de empresas afiliadas, Cabo Rojo Land Acquisition LLC ha opcionado y/o es dueña de varias fincas colindantes o cercanas al Inmueble y propone desarrollar en dichas fincas y en el Inmueble un proyecto residencial turístico de clase mundial, el cual incluirá, entre otras instalaciones, varios hoteles, dos campos de golf, un "town center", unidades residenciales y facilidades recreativas, comerciales y de servicio (en adelante el "Proyecto").

Mediante la presente, autorizamos a Cabo Rojo Land Acquisition LLC, para que, directamente o a través de sus afiliadas, agentes, contratistas o mandatarios, presenten a las agencias gubernamentales concernidas solicitudes de permisos, aprobaciones y endosos para el Proyecto, incluyendo, sin limitación, su Consulta de Ubicación y el deslinde de la zona marítimo-terrestre.

La presente autorización podrá ser otorgada en contrapartes ("counterparts") y, una vez que todas las partes hayan firmado al menos una contraparte, todas las contrapartes formarán una sola autorización.

La presente autorización no incluye y explícitamente excluye autorización para la ejecución de construcciones, mejoras o alteraciones en el Inmueble mientras el mismo no se haya vendido en virtud del Contrato.

Atentamente,

CARMEN IVONNE BARRIOS COLLAZO también conocida como Ivonne Barrios Collazo	LUIS ALBERTO TORRES ORTIZ también conocido como Luis A. Torres Ortiz
GERALDO LUIS TORRES ORTIZ también conocido como Geraldo L. Torres Ortiz	SAMUEL TORRES ORTIZ
WALESKA TORRES BARRIOS	EDGARDO TORRES BARRIOS

CERTIFICO que en la misma fecha y lugar de su otorgamiento expedí primera copia certificada a favor de la parte compradora. DOY FE. ----

Notario(a) Público(a)

MARIA DEL ROSARIO PUJOL THOMPSON
ABOGADO-NOTARIO

G.D.F.R.

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----DEED NUMBER TWENTY NINE (29)----------

------ DEED OF OPTION TO PURCHASE REAL ESTATE ------

---In the City of San Juan, Puerto Rico, on this twelfth (12th) day of May, two thousand twenty three (2023),----------

---------- **BEFORE ME,** ----------

---MARIA DEL ROSARIO PUJOL THOMPSON, Attorney-at-Law and Notary Public in and for the Commonwealth of Puerto Rico, with residence in Guaynabo, Puerto Rico, and offices located at suite two hundred (200), Puerta del Condado Building, one thousand ninety five (1095) Wilson Street, San Juan, Puerto Rico,----------

---------- **APPEAR:** ----------

---AS PARTY OF THE FIRST PART: ROBERTO DANIEL ACOSTA MARTIN, of legal age, single, electrical engineer and resident of Cabo Rojo, Puerto Rico (hereinafter "Roberto");----------

---AS PARTY OF THE SECOND PART: JAVIER ACOSTA MARTIN, of legal age, married, electrical engineer and resident of Cabo Rojo, Puerto Rico (hereinafter "Javier");-------

---AS PARTY OF THE THIRD PART: CARLOS DAVID ACOSTA MARTIN, of legal age, single, contractor and resident of Hormigueros, Puerto Rico (hereinafter "Carlos");----------

---AS PARTY OF THE FOURTH PART: RAMONITA MARTIN VELEZ, of legal age, single, property owner and resident of Cabo Rojo, Puerto Rico (hereinafter "Ramonita"). Ramonita appears herein represented by her three (3) attorneys-in-fact, Roberto, Javier and Carlos, pursuant to Deed of General Durable Power of Attorney and Designation

of Tutor ("Poder General Duradero y Designación de Tutor"), executed by Ramonita in Cabo Rojo, Puerto Rico, on January nineteen (19), two thousand twenty three (2023), before notary public Carlos E. Ortíz Collado (the "Power of Attorney"). Notification of the execution of the Power of Attorney was recorded with the number eighteen seventeen dash three hundred sixty (1817-360), on January thirty (30), two thousand twenty three (2023), at the General Registry of Notarial Competencies (Registro General de Competencias Notariales") of the Office of Notarial Inspections ("Oficina de Inspección de Notarías") of the Supreme Court of Puerto Rico.----------

---I, the Notary, hereby certify to have had before me a certified copy of the Power of Attorney, and in my opinion, the Power of Attorney is in full compliance with the all legal requirements needed to authorize Roberto, Javier and Carlos to appear in this public Deed on behalf of Ramonita.----------

---Roberto, Javier, Carlos and Ramonita will be referred jointly hereinafter as "Sellers".----------

---AS PARTY OF THE FIFTH PART: PR INVESTCO LLC (hereinafter "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of the State of Delaware, United States of America, represented herein by its authorized representative, MS. GLADYS OMAYRA FONTANEZ REYES, who is of legal age, single, attorney-at-law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this public deed arises from Certificate of Resolution of PR INVESTCO LLC signed by Eileen Sawyer in her capacity of Manager of PR INVESTCO

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LLC, executed on December thirteen (13), two thousand twenty two (2022), in New York, New York, United States of America, before notary public Eric Orenstein, an original of which I, the Notary, hereby certify to have had before me, and which, in my opinion, is in full compliance with all legal requirements to authorize Ms. Gladys Omayra Fontanez Reyes to appear in this public deed on behalf of Buyer; and----------

---AS THE PARTY OF THE SIXTH PART: JOSE ENRIQUE PEREZ CRUZ, also known as José E. Pérez (hereinafter the "Broker"), who is of legal age, married, real estate broker, and resident of Bayamón, Puerto Rico.----------

---I, the Notary, certify that I am personally acquainted with all parties, and through their statements, I further certify as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and accordingly they do hereby----------

----------STATE AND AGREE----------

---FIRST: <u>The Property; Title, Liens and Encumbrances</u>.------

-----One. <u>Title</u>. Sellers are the owners in fee simple title ("pleno dominio") and have the possession of the parcel of land described in the Spanish Language as follows (hereinafter the "PROPERTY"):----------

---"RUSTICA: Parcela número setenta y dos (72), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalente a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas. En linderos: por el NORTE, con la parcela número cuarenta y dos (42) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5)

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pertenecen a esta parcela; por el SUR, con la parcela número setenta y tres (73) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número cuarenta y uno (41) y servidumbre de paso de diez (10) metros de ancho de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con el Mar Caribe.----------
---Para uso de fines agrícolas."----------

---The PROPERTY is property number eighteen thousand seven hundred eighteen (18,718), recorded at page number sixty seven (67), of volume eight hundred sixty four (864), of Cabo Rojo, Section of San Germán of the Registry of the Property of Puerto Rico.----------

---The real property tax identification number ("número de catastro") assigned by the Municipal Revenue Collection Center ("CRIM") to the PROPERTY is four hundred and two dash zero zero seven dash three hundred twenty seven dash ninety dash zero zero zero (402-007-327-90-000).----------

---The PROPERTY, by its origin and by itself is free of liens and/or encumbrances.----------

---SECOND: Buyer wishes to acquire an option to buy the PROPERTY, with all its improvements, and rights and annexes, and Sellers wish to grant, and hereby grant, said option to Buyer (hereinafter the "Option"), which is done pursuant to this public instrument and in accordance with the following----------

----------TERMS AND CONDITIONS:----------

-----2.1. The purchase-sale price of the PROPERTY will be the lump sum of ONE MILLION DOLLARS ($1,000,000), payable to Sellers simultaneously with the execution of the deed whereby Buyer acquires fee simple title ("pleno dominio") to the PROPERTY (the "Purchase-Sale Deed").-----

LIC. MARÍA DEL ROSARIO PUJOL THOMPSON ABOGADO-NOTARIO

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-----2.2. As consideration for the Option, Buyer has paid to Sellers, simultaneously with the execution of this public deed or before its execution, the sum of FIFTY THOUSAND DOLLARS ($50,000), as good faith deposit (the "Deposit"), which will be non-reimbursable, except only as set forth below in this public deed. Sellers hereby acknowledge receipt of the Deposit.----------

-----2.3. The Option is granted for a term (the "Term") equal to: (i) nine (9) months, starting on the date of execution of this public deed and ending on February twelve (12), two thousand twenty four (2024); or (ii) thirty (30) calendar days after the Sellers file for Recordation in the Registry of the Property of Puerto Rico all documentation required to grant to Sellers fee simple title to the PROPERTY, as legitimate heirs of Roberto Acosta Cabán (the "Instancia"), **whichever occurs later**.----------

-----2.4. The Deposit will be credited to the first payment of the purchase-sale price of the PROPERTY which will be made on the date of the execution of the Purchase-Sale Deed.----------

-----2.5. If the Term ends and Buyer has not bought the PROPERTY within the Term (except for reasons attributable to Sellers), then the Deposit will be lost by Buyer, and will become the property of Sellers, as liquidated damages. If the PROPERTY cannot be bought by Buyer within the Term, for reasons attributable to Sellers, then Sellers will reimburse the Deposit to Buyer at the end of the Term.----------

-----2.6. The real estate property taxes payable to the Centro de Recaudaciones de Ingresos Muncipales ("CRIM"),

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and all special taxes (if applicable) of the PROPERTY will be the responsibility of Sellers and payable by Sellers up to the date of execution of the Purchase-Sale Deed (the "Closing Date"). Thereafter they shall be the responsibility of Buyer and payable by Buyer.----------

-----2.7. The Purchase-Sale Deed shall be executed before a notary public selected by Buyer.----------

-----2.8. Through the Purchase-Sale Deed, Buyer will acquire recordable fee simple title to the PROPERTY and the possession thereof, "as is, where is", free and clear of occupants, liens and encumbrances. During the Term of the Option, Sellers will have the possession of the PROPERTY and will be allowed to conduct legal business activities in the PROPERTY.----------

-----2.9. The notarial fees, stamps on the originals, stamps on the first certified copies and recording rights in the Registry of the Property of Puerto Rico of this public deed and of the Purchase-Sale Deed will be paid by Buyer.----------

-----2.10. This public deed will be interpreted in accordance with the laws of Puerto Rico and governed by them.----------

-----2.11. The appearing parties submit themselves to the exclusive jurisdiction of the General Court of Justice of Puerto Rico, Section of San Juan, in the event of any litigation pursuant to this public deed.----------

-----2.12. All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

------TO SELLERS:----------

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------Roberto D. Acosta Martín----------
------PO Box 6534----------
------Mayaguez, PR 00681----------
------Electronic Mail: rmartin@amelectricpr.com----------

------Javier Acosta Martín----------
------PO Box 6534----------
------Mayaguez, PR 00681----------
------Electronic Mail: jacosta@amelectricpr.com----------

------Carlos D. Acosta Martín----------
------PO Box 6534----------
------Mayaguez, PR 00681----------
------Electronic Mail: cacosta@mpl-pr.com----------

------Ramonita Martín Vélez----------
------PO Box 6534----------
------Mayaguez, PR 00681----------
------Electronic Mail: racosta@accurateworks.com----------

------TO BUYER:----------
------PR INVESTCO LLC----------
-------733 Third Avenue----------
-------New York, NY 10017----------
------Attention: Eileen Sawyer----------
-----Electronic Mail: roberto.ruiz@ccgc.com.do----------

------TO THE BROKER:----------
------Calle Cádiz 1218----------
------Puerto Nuevo----------
------San Juan, Puerto Rico 00920----------
------Attention: José Enrique Pérez Cruz----------
-----Electronic Mail: passportre@gmail.com----------

-----2.13. Sellers represent and warrant to Buyer that, to the best of Sellers' knowledge, in the PROPERTY there are no toxic, dangerous, contaminated or contaminating substances, and that the PROPERTY has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----2.14. The appearing parties acknowledge that the Broker, mister José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy eight (10,478), alone or in association with other brokers, has acted as real estate broker in the transaction which is the subject of this Option. The fees to Mr. Pérez Cruz

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and his associates, if any, for said service will be the responsibility of Buyer and paid simultaneously with the execution of the Purchase-Sale Deed, only if the Option is exercised by Buyer and Buyer buys the PROPERTY pursuant to the Option. Said fees will amount to FIFTY THOUSAND DOLLARS ($50,000), equivalent to five percent (5%) of the purchase-sale price of the PROPERTY.----------

-----2.15. The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed.----------

-----2.16. In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgement or judicial order, then and in that event the rest of this public deed will continue in full force and effect.

-----2.17. During the Term, Buyer and its employees, agents and/or contractors are authorized to enter the PROPERTY to make studies, identify boundaries, take measurements and make inspections, during business days and hours, and the persons entering the PROPERTY pursuant to this authorization will be responsible for the damages suffered or caused by them in the PROPERTY. Every employee who enters the PROPERTY pursuant to this authorization will be insured by a valid policy of the Puerto Rico State Insurance Fund, and, if applicable, of the "Chauffers' Insurance" or "Seguro Choferil". In addition, Buyer will have in place, during the term of the Option, a public liability insurance policy covering damages caused or suffered in the PROPERTY by the persons who enter it pursuant to this authorization, with a minimum coverage of ONE MILLION DOLLARS ($1,000,000)

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per occurrence. Sellers will appear as co-insured in the policy, together with Buyer.----------

-----2.18. During the Term, Buyer is authorized to seek the approvals, permits and endorsements necessary for the development in the PROPERTY of a residential, recreational and tourism project, or of part of a residential, recreational and tourism project, provided the existing DTS zoning of the PROPERTY is not changed, and that such approvals, permits and endorsements (i) comply with the requirements of the existing DTS zoning of the PROPERTY; and (ii) do not negatively affect and/or diminish the value or quality of the PROPERTY. Sellers hereby commit to confirm this authorization in writing if required by Buyer, for presentation to the corresponding public or governmental agencies and entities. If the PROPERTY is not purchased by Buyer, all approvals, permits and endorsements obtained by Buyer for the PROPERTY pursuant to the aforesaid authorization will be transferred and assigned by Buyer to Sellers at the end of the Term, at no cost to Sellers.----------

-----2.19. The PROPERTY may not be altered during the Term, except only if specifically authorized in advance, in writing, by Sellers and Buyer.----------

-----2.20. The Option is not transferable by Sellers. Conversely, Buyer is authorized to transfer or assign this agreement and all its rights and obligations hereunder, at the sole option and discretion of Buyer to any entity affiliated to or assigned by Buyer.----------

---**THIRD:** Additional Documentation. The parties hereto agree to execute and deliver any additional instruments and

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documents that may be necessary to record the transaction contemplated in this deed in the Registry of the Property of Puerto Rico. Any costs and expenses, including attorneys' fees, incurred in connection with the execution of any additional instruments and documents shall be for the account of the Buyer. ----------

---**FOURTH:** Request to the Registrar. The Honorable Registrar of the Property of Puerto Rico is respectfully requested to record in the Registry of the Property of Puerto Rico the Option, as set forth in this deed.----------

---**FIFTH:** If Buyer does not purchase the PROPERTY pursuant to the Option, Buyer will, within thirty (30) consecutive calendar days after the end of the Term, at Buyer's cost and expense, (i) cancel the lien or encumbrance on the PROPERTY created by the Option; and (ii) file for recordation in the Registry of the Property of Puerto Rico any and all documents needed for the recording of said cancellation in the Registry of the Property. If the appearance of Sellers is required in said cancellation, Sellers will appear therein.----------

MARIA DEL ROSARIO PUJOL THOMPSON ABOGADO-NOTARIO

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----------**ACCEPTANCE AND WARNINGS**----------

---The appearing parties to this deed accept the same as drafted because it has been drawn up in accordance with their stipulations, terms and conditions. I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this deed and they were fully advised by me thereon. Specifically, I advised them of the following:----------

-----(a) That any liens or encumbrances affecting title to the PROPERTY that may be filed for recordation prior to the filing

of this deed may be legally binding and could take precedence over this deed.----------

-----(b) It is advisable to verify the status of liens and encumbrances on the PROPERTY as they may appear from the Registry of the Property of Puerto Rico on the date hereof and of the adverse consequences which may result from the failure to do so. To this effect, the appearing parties have been warned and advised by the subscribing Notary Public about the following: (i) that the digital system of recordation of the Digital Registry of Immovable Property of the Commonwealth of Puerto Rico provides Access to the Electronic Diary of Daily Operations, the Electronic Book of Recordations, and the Single Book of Liens ("Libro Unico de Embargos") twenty four (24) hours a day, seven (7) days a week for both inquiries and filings which may affect the registration or rights under this deed; (ii) that said electronic books have been reviewed up to the date of the title search prepared for this transaction; and (iii) that the authorizing Notary Public has not consulted the Registry of the Property of Puerto Rico in any way whatsoever after the date of the aforementioned title search, to all of which the appearing parties give their acceptance and compliance, being fully aware of its consequences.----------

-----(c) That this deed was prepared in accordance with a title search (the "Title Search"), prepared by **Capital Title Services, Inc.**, an entity engaged in such business, and not by the undersigned Notary. The aforementioned Title Search is dated November four (4), two thousand twenty two (2022).----------

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-----(d) The appearing parties accept the Title Search and are satisfied with the contents thereof. Consequently, the appearing parties release the Notary from any responsibility due to errors or omissions in said Title Search and/or due to any changes in the title to the PROPERTY or in its liens and encumbrances that might occur between the date of the Title Search and the date this deed is presented to the Registry of the Property of Puerto Rico for registration.----------

-----(e) The necessity and convenience of obtaining a negative certification of debt from the Municipal Revenue Collection Center tax rolls (CRIM – Centro de Recaudaciones de Ingresos Municipales) regarding the PROPERTY.----------

-----(f) This deed must be recorded in the appropriate Section of the Registry of the Property of Puerto Rico in order to bind all rights herein to third-parties.----------

---The appearing parties waived the right which I advised them they had to have witnesses to the execution of this deed; but, upon my advice, made use of their right to read the same, and, finding it drafted to their entire satisfaction, having been advised by me, the Notary, of the pertinent legal warnings and reservations, acknowledging that they have understood this deed in all its parts, fully ratify and confirm the statements contained herein as the true and exact embodiment of their stipulations, terms, and conditions, proceed to sign before me, and to affix their initials on each folio of the same.----------

---And I, the Notary, do hereby CERTIFY AND ATTEST as to my personal knowledge or identification of the appearing parties and as to their personal circumstances, in accordance with their statements, as well as to all other things herein

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contained.----------

---I, the Notary, CERTIFY AND GIVE FAITH.----------





G.O.F.R.

TDA

MORELL • CARTAGENA • DAPENA

JORGE ANTONIO MORALES CORDERO

Plaza 273 Suite 700
273 Ponce de León
San Juan, PR 00917-1934
787-723-1233; 787-729-1974
jorge.morales@mbcdlaw.com

CERTIFIED COPY OF DEED NUMBER SEVEN (7)

PURCHASE AND SALE

EXECUTED IN MAYAGÜEZ, PUERTO RICO
ON MAY 24, 2023

BEFORE:

JORGE ANTONIO MORALES CORDERO

BY:

HARRY OLIVIERI SANTIAGO, MARÍA DE LOS ÁNGELES PALMER COLÓN, MARÍA VICTORIA TAMARIZ VARGAS, HILDA MARITZA TAMARIZ VARGAS, CELIA IVONNE TAMARIZ VARGAS, AND PATRICIA TAMARIZ VARGAS

("SELLERS")

AND

CABO ROJO LAND ACQUISITION LLC

("BUYER")

----------**DEED NUMBER SEVEN (7)** ----------

----------**PURCHASE AND SALE** ----------

---In Mayagüez, Puerto Rico, on this twenty-fourth (24th) day of May, two thousand twenty-three (2023). ----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with residence and offices in San Juan, Puerto Rico.----------

---------- **APPEAR:** ----------

---**AS THE PARTY OF THE FIRST PART:** (i) **HARRY OLIVIERI SANTIAGO,** of legal age, single, property owner and resident of Adjuntas, Puerto Rico (hereinafter referred to as "Harry"); (ii) **MARÍA DE LOS ÁNGELES PALMER COLÓN**, of legal age, single, property owner and resident of Aibonito, Puerto Rico (hereinafter referred to as "Angie" and, jointly with Harry, as "Olivieri-Palmer"); (iii) **MARÍA VICTORIA TAMARIZ VARGAS**, of legal age, married to Abimael Santiago Morales, property owner and resident of Juana Díaz, Puerto Rico (hereinafter referred to as "María Victoria"); (iv) **HILDA MARITZA TAMARIZ VARGAS**, of legal age, single, property owner and resident of Cabo Rojo, Puerto Rico (hereinafter referred to as "Hilda"); (v) **CELIA IVONNE TAMARIZ VARGAS**, of legal age, married to Alexis Delfín Delgado Acosta, property owner and resident of Hormigueros, Puerto Rico (hereinafter referred to as "Celia"); and (vi) **PATRICIA TAMARIZ VARGAS**, of legal age, single, property owner and resident of Sabana Grande, Puerto Rico (hereinafter referred to as "Patricia"). Olivieri-Palmer, María Victoria, Hilda, Celia and Patricia shall hereinafter collectively referred to as "SELLERS". ----------

---**AS THE PARTY OF THE SECOND PART: CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "BUYER"), a limited liability company organized, existing and in good standing in accordance

JORGE A. MORALES CORDERO ABOGADO NOTARIO

with the laws of Puerto Rico, represented herein by its Authorized Representative, GLADYS OMAYRA FONTÁNEZ REYES, who is of legal age, single, attorney at law and resident of San Juan, Puerto Rico, whose authority to represent BUYER in this public deed arises from a Certificate of Resolution of BUYER signed by Eileen Sawyer, in her capacity of Manager of BUYER, on May seventeen (17), two thousand twenty-three (2023), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engine of the Department of State of the State of New York. I further certify that I have examined the original of the aforesaid Certificate of Resolution of Cabo Rojo Land Acquisition LLC, and that, in my opinion, it is adequate and sufficient, and complies with all legal requirements needed to authorize Ms. Fontánez Reyes to appear herein on behalf of BUYER. ----------



---**AS THE PARTY OF THE THIRD PART: JOSÉ ENRIQUE PÉREZ CRUZ**, also known as José E. Pérez (hereinafter referred to as the "BROKER"), who is of legal age, married, real estate broker and resident of Bayamón, Puerto Rico.----------

---I hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective age, civil status, occupation and residence. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily,----------

----------**STATE AND AGREE**----------

---**FIRST:** SELLERS are the sole owners of fee simple title ("*pleno dominio*") and have the possession of the parcel of land described in the Spanish language as follows (hereinafter, the "Property"): ----------

---**"RUSTICA:** Parcela número cuarenta y dos (42), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de CINCO (5) cuerdas, equivalentes a una (1)

hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas, y en lindes por el NORTE, con el Mar Caribe; por el SUR, con la parcela número cuarenta y uno (41) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la parcela número setenta y cuatro (74) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el OESTE, con la parcela número setenta y dos (72) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela." ----------

---The Property is identified in the Registry of Property of Puerto Rico (the "Registry") as property number 18,700, recorded at page 49 of volume 508 of Cabo Rojo, San Germán section of the Registry.----------

---The tax identification number ("*número de catastro*") assigned to the Property by the Municipal Revenue Collection Center ("CRIM") is 402-000-004-64-000. ----------

---The Property was acquired by SELLERS as follows:----------

-----1.1. Olivieri-Palmer acquired a fifty percent (50%) participation in the Property through Deed Number Twelve (12), of purchase and sale, executed in Aibonito, Puerto Rico, on June six (6), nineteen hundred ninety-three (1993), before Notary Juan Antonio Núñez García, recorded at page 211 of volume 779 of Cabo Rojo, Section of San Germán of the Registry, fourth (4th) inscription. ----------

-----1.2. María Victoria, Hilda, Celia and Patricia acquired a fifty percent (50%) participation in the Property, on a common, undivided basis (*común proindiviso*) by virtue of a donation made by Diego Antonio Tamariz Valderrama, pursuant to Deed Number Twenty-Six (26), executed in Mayaguez, Puerto Rico, on March ten (10), two thousand six (2006), before Notary José Clemente González Ortiz (the "Donation"), filed and pending recordation at the San Germán section of the Registry under entry number 2023-058706-SG01. ----------

----------**LIENS AND ENCUMBRANCES** ----------

---By its origin, the Property is free and clear of liens and encumbrances.

---By itself, the Property is subject to the following liens and encumbrances: ----------

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-----A) Right of way easement recorded at page 1 of volume 508 of Cabo Rojo, Section of San Germán of the Registry. ----------

-----B) Restrictive Covenants of Edification and Use, for a term of ten (10) years, constituted pursuant to Deed number four hundred seventy-two (472), executed in Mayaguez, Puerto Rico, on September twenty-five (25), nineteen hundred ninety (1990), before Notary Roberto M. García Rullán, recorded at marginal note 1.1 of page 49 of volume 508 of Cabo Rojo, Section of San Germán of the Registry, property number eighteen thousand seven hundred (18,700). ----------

-----C) Annotation of Embargo (the "Embargo A"), dated April six (6) two thousand seventeen (2017), under writ issued by the Aibonito part of the Puerto Rico Court of First Instance in connection with Civil Case number "BCD" two thousand three dash zero two zero one (BCD 2003-0201). Embargo A was annotated on May twenty-four (24), two thousand twenty (2020), as inscription A under the Karibe volume of Cabo Rojo, Section of San Germán of the Registry. The cancellation of Embargo A as an expired lien has been requested by a Petition to the Registrar executed on November eight (8), two thousand twenty-two (2022), which is filed and pending recordation at entry 2022-144907-SG01 of the Karibe system. ----------

-----D) Annotation of Embargo ("Embargo B") dated January twenty (20), two thousand twenty-three (2023), under writ issued by the Aibonito part of the Puerto Rico Court of First Instance in connection with Civil Case number "BCD" two thousand three dash zero two zero one (BCD 2003-0201), filed for recordation on January twenty-six (26), two thousand twenty-three (2023) at entry 2023-009277-SG01 of the Karibe system. ----------

---The parties hereto have agreed that from the portion of the Purchase Price that corresponds to Olivieri-Palmer, the necessary proceeds will be withheld and paid to the plaintiff-creditor of Embargo B. The legal

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representation of said creditor has delivered to the parties hereto an acknowledgement of receipt of payment in full of the amounts deemed necessary for the cancellation of Embargo B. Furthermore, said legal representation has delivered to all parties hereto a written commitment letter pursuant to which he agrees to, promptly after the execution of this deed, request the court to issue an order and writ for the cancellation of Embargo B, all of which is to the reasonable satisfaction of BUYER and its legal counsel. ----------

---**SECOND:** On January thirty-one (31), two thousand twenty-three (2023), SELLER granted to BUYER's affiliate, PR INVESTCO LLC ("PR Investco"), an option to purchase the Property, pursuant to an Option Agreement (the "Option Agreement") executed on said date. The parties hereto acknowledge and agree that PR Investco has assigned to BUYER all of its rights and obligations under the Option Agreement, under the terms of an *Assignment and Assumption of Rights under Option Agreement* executed on even date herewith, and that BUYER is the permitted assignee and successor of PR Investco thereunder. ----------

----------**PURCHASE AND SALE**----------

---**THIRD:** In accordance with the Option Agreement, SELLERS hereby sell, convey and transfer fee simple title ("*pleno dominio*") to the Property and the possession thereof to BUYER, and BUYER hereby purchases from SELLERS fee simple title ("*pleno dominio*") to the Property and the possession thereof, in accordance with the following ---

----------**TERMS AND CONDITIONS**----------

-----One: The purchase price of the Property is the lump sum of **ONE MILLION TWENTY-FIVE THOUSAND DOLLARS ($1,025,000)** (hereinafter the "Purchase Price"). The Purchase Price is not subject or conditioned to an appraisal report or survey, and SELLERS shall have no obligation to adjust or reduce the Purchase Price as a result of any appraisal report(s) or survey(s) obtained by BUYER or anybody else. ---

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-----Two: The Purchase Price has been paid as follows: ----------

----------A. The sum of FIFTY-ONE THOUSAND TWO HUNDRED FIFTY DOLLARS ($51,250.00) was paid to Title Security Group LLC, as escrow agent, simultaneously with the execution of the Option Agreement, and said sum has been paid by Title Security Group LLC to SELLERS simultaneously with the execution of this deed. SELLERS hereby acknowledge receipt of said sum in form and substance acceptable to SELLERS.----------

----------B. The sum of NINE HUNDRED SEVENTY-THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($973,750.00) has been paid by BUYER to SELLERS simultaneously with the execution of this public deed, and SELLERS hereby acknowledge receipt thereof in form and substance acceptable to SELLERS.----------

-----Three: The BUYER shall be entitled to the immediate possession of the Property, without any additional formality, document or request. -----

-----Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of SELLERS and, thereafter, for the account of BUYER. ----

-----Five: SELLERS hereby deliver to BUYER fee simple title to the Property, vacant, and free and clear of all liens, encumbrances or defects, including without limitation, Embargo A, and subject only to the restrictive covenants and right of way easement stated in paragraph FIRST of this public deed, and to Embargo B, which will be promptly cancelled following the date hereof as described above.----------

-----Six: BUYER specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) SELLERS hereby sell and BUYER hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) BUYER is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from SELLERS or

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any of SELLERS' agents, employees, members, representatives, attorneys or brokers (each such party a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by SELLERS to BUYER (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof, its facilities, soils, geology, and groundwater; (b) the dimensions, area, and size of the Property; (c) the development or income potential, or rights of or relating to the Property or the adequacy of the Property for any particular purpose, (d) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of BUYER or any other person to obtain any necessary governmental approvals, licenses, or permits for BUYER's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters regarding the operation of the Property. BUYER expressly acknowledges and agrees that BUYER is not relying on any representation or warranty of SELLERS or any Seller Affiliate, whether implied, presumed or expressly provided at law or otherwise, arising by virtue of any statute, common law, or other legally binding right or remedy in favor of BUYER. BUYER further acknowledges and agrees that SELLERS are under no duty to make any inquiry regarding any

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matter that may or may not be known to SELLERS or any Seller Affiliate. Upon execution of this public deed, BUYER shall assume the risk of adverse matters relating to adverse investigations, and BUYER, upon execution of this public deed, shall be deemed to have waived, relinquished and released SELLERS and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which BUYER might have asserted or alleged or may assert or allege in the future against SELLERS or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution of this public deed. ----------



-----Seven: The notarial fees, stamps on the original, stamps on the first certified copy, filing and recording rights of this public deed at the Registry will be paid by BUYER.----------

-----Eight: This public deed will be interpreted and governed in accordance with the laws of the Commonwealth of Puerto Rico. The appearing parties submit themselves to the exclusive jurisdiction of the Court of First Instance of the Commonwealth of Puerto Rico in the event of any litigation arising out of this public deed.----------

-----Nine: All notices to the parties pursuant to this public deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

---------TO SELLERS: ----------

----------Mr. Harry Olivieri Santiago----------
----------Box 1113----------
----------Adjuntas, PR 00601 ----------
----------e-mail: olipacorse@live.com----------

----------Mrs. María de los Ángeles Palmer Colón----------
----------219 Calle Degetau Norte ----------
----------Aibonito, PR 00601 ----------

----------Mrs. María Victoria Tamariz Vargas ----------
----------Mansiones de Paseo de Reyes # 106----------
----------Calle Reina Isabel ----------
----------Juana Díaz, PR 00795----------
----------e-mail: pamelabe9@gmail.com----------

----------Mrs. Hilda Maritza Tamariz Vargas ----------
----------155 Arrecife ----------
----------Urbanización Alturas del Mar ----------
----------Cabo Rojo, PR 00623 ----------
----------e-mail: h_tamariz@hotmail.com ----------

----------Mrs. Celia Ivonne Tamariz Vargas ----------
----------Calle Estancia 724----------
----------Haciendas Constancia----------
----------Hormigueros, PR 00660 ----------
----------e-mail: ctamariz2009@gmail.com ----------

----------Mrs. Patricia Tamariz Vargas----------
----------# 115 Estancias de Villa Alba----------
----------Sabana Grande, PR 00637----------
----------e-mail: patricia_tamariz@outlook.com----------

----------TO BUYER:----------

----------CABO ROJO LAND ACQUISITION LLC----------
----------733 Third Avenue ----------
----------New York, NY 10017----------
----------Attention: Eileen Sawyer ----------
----------Electronic Mail: roberto.ruiz@ccgc.com.do----------
---
----------TO BROKER:----------
----------Calle Cádiz 1218----------
----------Puerto Nuevo----------
----------San Juan, PR 00920 ----------
----------Attention: José Enrique Pérez Cruz----------
----------Electronic Mail: passportre@gmail.com ----------

-----Ten: SELLERS represent and warrant to BUYER that, to the best of SELLERS' knowledge, but with no specific inquiry or investigation, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that, to the best of SELLERS' knowledge, but with no specific inquiry or investigation, the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances. EXCEPT FOR THE FOREGOING REPRESENTATION, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS PUBLIC DEED, BUYER ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER BY

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SELLERS OR ANY AGENT, OFFICER, EMPLOYEE OR REPRESENTATIVE THEREOF REGARDING THE PROPERTY. BUYER HEREBY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS SALE IS MADE WITHOUT REPRESENTATION, COVENANT OR WARRANTY OF ANY KIND (WHETHER EXPRESS, IMPLIED OR STATUTORY) BY SELLERS. ----------

-----Eleven: The appearing parties acknowledge that the BROKER, José Enrique Pérez Cruz, real estate broker with Puerto Rico license number ten thousand four hundred seventy-eight (10,478), alone or in association with other broker(s), has acted as real estate broker representing BUYER in the transaction which is the subject of this purchase and sale deed. The fees to Mr. Pérez Cruz and his associate(s), if any, for said service are the responsibility of BUYER and have been paid by BUYER to the BROKER simultaneously with the execution of this public deed. Said fees amount to FIFTY-ONE THOUSAND TWO HUNDRED FIFTY DOLLARS ($51,250.00), equivalent to five per cent (5%) of the Purchase Price, and BROKER hereby acknowledges receipt thereof by BUYER in form and substance acceptable to BROKER. ----------

-----Twelve: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this public deed. ----------

-----Thirteen: In the event that any clause or provision of this public deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the remaining provisions of this public deed will continue in full force and effect.----------

-----Fourteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver such documents or instruments, public or private, which may be necessary and/or required to correct any omission or matter that may

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need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any correction deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of BUYER, except that each party shall bear the fees of their respective counsel.----------

---**THIRD:** The Notary advises BUYER as to the importance of filing the corresponding property tax exemption and/or Change of Ownership Applications before the CRIM, and to obtain, prior to the execution of this deed, a certification indicating whether any sums related to property taxes are owed by SELLERS. Pursuant to applicable law, BUYER is responsible for filing at the CRIM the corresponding application for property tax exemption and /or change of ownership, within thirty (30) days from the execution hereof. BUYER hereby declares that it is fully aware of the aforementioned obligations and releases the subscribing Notary from this responsibility. ----------

----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed as drafted, to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ----------

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstract was prepared by Capital Title Services Inc., and dated May three (3), two thousand

twenty-three (2023);----------

-----(c) that after the date of such title abstract and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry as of the date of the title abstract.----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification; ----------

-----(e) of the right of the BUYER to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.;----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property;----------

-----(h) of the importance of recording a copy of this Deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this Deed is not recorded at the Registry; ----------

-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property;----------

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-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations;----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its contents.----------

-----(l) of the need and consequences to the SELLER of filing the *Planilla Informativas Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles* with the Puerto Rico Treasury Department; and----------

-----(m) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et seq.*, is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Seller, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the seller and its agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed.----------

----------**READING, ACCEPTANCE AND EXECUTION** ----------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the

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execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their initials on each page thereof. ----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

---Signed, sealed, marked and flourished by the authorizing Notary, Jorge Antonio Morales Cordero. ----------

---Therein also appear the signature of the appearing parties and their initials on the margin of each page. The corresponding internal revenue stamps, legal assistant stamps and the notarial tax stamp are adhered thereon. ----------

---I, the Notary, CERTIFY that the foregoing is a true and exact copy of Deed Number Seven (7), which contains fourteen (14) pages (folios), the original of which forms part of my protocol of public instruments for the year two thousand twenty-three (2023). ----------

---IN WITNESS WHEREOF, and to deliver to Cabo Rojo Land Acquisition LLC, I issue the first certified copy, which I sign, seal, mark and flourish in San Juan, Puerto Rico, on May twenty-four (24), two thousand twenty-three (2023). ----------

JORGE A. MORALES CORDERO
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JORGE A. MORALES CORDERO
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_____
NOTARY







DEPARTAMENTO *de* JUSTICIA
ESTADO LIBRE ASOCIADO DE PUERTO RICO

CERTIFICACIÓN DEL NOTARIO QUE PRESENTA DOCUMENTO EN EL REGISTRO DE LA PROPIEDAD INMOBILIARIA DE PUERTO RICO POR LA VÍA TELEMÁTICA

CERTIFICO: Que la copia en formato PDF de la Escritura Núm. Siete (7) sobre "Purchase and Sale", autorizada por mí en Mayagüez, Puerto Rico, el veinticuatro (24) de mayo de dos mil veintitrés (2023), que estoy presentando en esta fecha en el Registro de la Propiedad, es una copia fiel y exacta de la copia certificada de dicha escritura.

En San Juan, Puerto Rico, hoy veinticinco (25) de mayo de dos mil veintitrés (2023).

JORGE A. MORALES CORDERO
ABOGADO NOTARIO

Notario

MORELL • CARTAGENA • DAPENA

JORGE ANTONIO MORALES CORDERO

Plaza 273 Suite 700
273 Ponce de León
San Juan, PR 00917-1934
787-723-1233; 787-729-1974
jorge.morales@mbcdlaw.com

CERTIFIED COPY OF DEED NUMBER ONE (1)

PURCHASE AND SALE

EXECUTED IN SAN JUAN, PUERTO RICO
ON JANUARY 10, 2024

BEFORE:

JORGE ANTONIO MORALES CORDERO

BY:

TEODORO FELIPE ALFONZO TOLEDO
GISELA DEL ROSARIO CORDERO SOTO

("SELLERS")

AND

CABO ROJO LAND ACQUISITION LLC

("BUYER")

---Comienza el primer tomo de mi protocolo de instrumentos públicos para el año dos mil veinticuatro (2024), hoy diez (10) de enero de dos mil veinticuatro (2024. ----------

NOTARIO

----------**DEED NUMBER ONE (1)** ----------

----------**PURCHASE AND SALE** ----------

---In San Juan, Puerto Rico, on this tenth (10th) day of January, two thousand twenty-four (2024) ----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with offices and residence in San Juan, Puerto Rico,----------

----------**APPEAR**----------

---AS THE PARTY OF THE FIRST PART: **TEODORO FELIPE ALFONZO TOLEDO**, also known as Teodoro Felipe Alfonso Toledo and Teodoro Alfonso Toledo, of legal age, single, property owner and resident of Isabela, Puerto Rico (hereinafter, "Teodoro") ----------

---AS THE PARTY OF THE SECOND PART: **GISELA DEL ROSARIO CORDERO SOTO**, also known as Gisela Cordero Soto, of legal age, single, property owner and resident of Camuy, Puerto Rico (hereinafter, "Gisela"). ----------

---Teodoro and Gisela will be sometimes referred jointly as, "Sellers." --

---AS THE PARTY OF THE THIRD PART: **CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "Buyer"), a limited liability company organized, existing and in good standing in accordance with the laws of Puerto Rico, represented herein by its Authorized Representative, Gladys Omayra Fontánez Reyes, who is of legal age,

single, attorney-at-law and resident of San Juan, Puerto Rico, and whose authority to represent Buyer in this public deed arises from the Certificate of Resolution of Buyer, signed by Eileen Sawyer, as Manager of Buyer, on November six (6), two thousand twenty-three (2023), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engines of the Department of State and the Office of Information Technology Services of the State of New York. I further certify that I have examined the original of the aforesaid Certificate of Resolution of Cabo Rojo Land Acquisition LLC, and that, in my opinion, it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law to authorize Ms. Fontánez Reyes to appear herein on behalf of Buyer. ------

---I, the Notary, do hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective ages, civil status, occupations and residences. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily ----------

----------**STATE AND AGREE**----------

---**FIRST:** Sellers are the owners in fee simple title ("*pleno dominio*"), and have the possession of the parcels of land described in the Spanish language as follows (hereinafter jointly referred to as, the "Property"): --

----------**PARCEL A**----------

---***"RUSTICA:*** *Parcela número ciento ocho (108) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas y en lindes: por el* ***NORTE****, con la parcela número ciento seis (106) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el* ***SUR****, con la parcela número ciento doce (112) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el* ***ESTE****, con la parcela número ciento siete (107) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; y por el* ***OESTE****, con la parcela número sesenta y uno (61) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela.* ------

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---Parcel A is recorded at page 1 of volume 511 of Cabo Rojo, property number 18,842, Section of San Germán of the Registry of Property of Puerto Rico (the "Registry"). ----------

---Parcel A was acquired by Sellers, while being married to each other, pursuant to Deed Number Five (5), executed in Hatillo, Puerto Rico, on April twenty-seven (27), two thousand seven (2007), before Notary Myrta Estrella Nieves Blas, recorded at page 217 overleaf of volume 856 of Cabo Rojo, sixth (6th) inscription. The matrimony of Teodoro and Gisela was terminated and dissolved pursuant to a judgment issued on September twenty-nine (29), two thousand sixteen (2016) by the Puerto Rico Court of First Instance, Aguadilla Superior Part, under Case Number A DI2016-0358. Therefore, Teodoro and Gisela appear herein to sell, convey and transfer to Buyer their undivided participations in Parcel A. ----------

---The tax identification number ("*número de catastro*") assigned by the Municipal Revenue Collection Center ("CRIM") to Parcel A is 379-089-327-78-000.----------

---Parcel A is subject to the following liens and/or encumbrances: --------

---By its origin, Parcel A is free and clear of liens and encumbrances.----

---By itself, Parcel A is subject to: ----------

-----A) Restrictive Conditions constituted by Deed Number Seventy-Four (74), executed in Mayagüez, Puerto Rico, on November twenty (20), nineteen hundred seventy-four (1974), before Notary Juan Jesús Ramírez Rivera, recorded at page 1 of volume 511 of Cabo Rojo, Section of San Germán of the Registry, first (1st) inscription. ----------

-----B) Restrictive Covenants (*Servidumbres en Equidad*) constituted by Deed Number One Hundred Thirty-Three (133), executed in Mayagüez, Puerto Rico, on November twenty (20), two thousand three (2003), before Notary Luis Roberto Santos, recorded at the Public and Private Dossier ("*Legajo Público y Privado*") 12/2004 of Cabo Rojo, Section of

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San Germán of the Registry, recorded at page 217 of volume 856 of Cabo Rojo, third (3rd) inscription. ----------

---The Restrictive Conditions and Covenants described in A) and B) above, will be hereinafter referred to as, "Permitted Encumbrances".-----

-----C) Mortgage (the "Mortgage") to secure a promissory note in the principal sum of Five Hundred Fifty Thousand Dollars ($550,000), payable to Banco Popular de Puerto Rico or its order, with annual interest at the prime rate, payable on demand, constituted pursuant to Deed Number One Hundred Nineteen (119), executed in Hatillo, Puerto Rico, on April twenty seven (27), two thousand seven (2007), before Notary José Luis Báez Rivera, rectified by Deed Number Thirty-Four (34), executed in San Juan, Puerto Rico, on April twenty seven (27), two thousand nine (2009) before Notary José Luis Báez Rivera, recorded at the overleaf of page 217 of volume 856 of Cabo Rojo, Section of San Germán of the Registry, seventh (7th) and last inscription. ----------

---The Mortgage has been cancelled pursuant to Deed Number Three (3), of *Cancellation of Mortgage Note*, executed in San Juan, Puerto Rico on January ten (10) two thousand twenty-four (2023) before Notary Eric Milán Barreto, which will be filed at the Registry concurrently with the presentation of this Deed. ----------

----------**PARCEL B**----------

---"***RUSTICA:*** *Parcela número ciento trece (113) radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de cinco (5) cuerdas, equivalentes a una (1) hectárea, noventa y seis (96) áreas y sesenta (60) centiáreas y en lindes: por el NORTE, con la parcela número ciento siete (107) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el SUR, con la parcela número ciento cuatro (104) y servidumbre de paso de diez (10) metros de ancho, de los cuales cinco (5) pertenecen a esta parcela; por el ESTE, con la sucesión Morales Díaz; y por el OESTE, con la parcela número ciento doce (112) y servidumbre de paso de diez (10) metros de ancho de los cuales cinco (5) pertenecen a esta parcela.*" ----------

---Parcel B is recorded at page 31 of volume 511 of Cabo Rojo, property number 18,847, Section of San Germán of the Registry. ----------

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---Parcel B was acquired by Sellers, while being married to each other, pursuant to Deed Number Five (5), executed in Hatillo, Puerto Rico, on April twenty-seven (27), two thousand seven (2007), before Notary Myrta Estrella Nieves Blas, recorded at page 133 overleaf of volume 843 of Cabo Rojo, sixth (6th) inscription. The matrimony of Teodoro and Gisela was terminated and dissolved pursuant to a judgment issued on September twenty-nine (29), two thousand sixteen (2016) by the Puerto Rico Court of First Instance, Aguadilla Superior Part, under Case Number A DI2016-0358. Therefore, Teodoro and Gisela appear herein to sell, convey and transfer to Buyer their undivided participations in Parcel B.----------

---The tax identification number ("*número de catastro*") assigned by the Municipal Revenue Collection Center ("CRIM") to Parcel A is 379-099-327-81-000.----------

---Parcel B is subject to the following liens and/or encumbrances: --------

---By its origin, Parcel B is free and clear of liens and encumbrances.----

---By itself, Parcel B is subject to: ----------

-----A) Restrictive Covenants (*Servidumbres en Equidad*) constituted by Deed Number One Hundred Thirty-Three (133), executed in Mayagüez, Puerto Rico, on November twenty (20), two thousand three (2003), before Notary Luis Roberto Santos, recorded at the Public and Private Dossier ("*Legajo Público y Privado*") 12/2004 of Cabo Rojo, Section of San Germán of the Registry, recorded at page 133 of volume 843 of Cabo Rojo, third (3rd) inscription. ----------

-----B) Mortgage (the "Mortgage") to secure a promissory note in the principal sum of Five Hundred Fifty Thousand Dollars ($550,000), payable to Banco Popular de Puerto Rico or its order, with annual interest at the prime rate, payable on demand, constituted pursuant to Deed Number One Hundred Eighteen (118), executed in Hatillo, Puerto Rico, on April twenty seven (27), two thousand seven (2007), before Notary

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José Luis Báez Rivera, rectified by Deed Number Thirty-Four (34), executed in San Juan, Puerto Rico, on April twenty seven (27), two thousand nine (2009) before Notary José Luis Báez Rivera, recorded at the overleaf of page 134 overleaf of volume 843 of Cabo Rojo, Section of San Germán of the Registry, seventh (7th) and last inscription. ---------

---The Mortgage has been cancelled pursuant to Deed Number Four (4), of *Cancellation of Mortgage Note*, executed in San Juan, Puerto Rico on January ten (10), two thousand twenty-four (2023) before Notary Eric Milán Barreto, which will be filed at the Registry concurrently with the presentation of this Deed. ----------

---The Restrictive Covenants described in A) above will also be considered a Permitted Encumbrance.----------



---**SECOND:** On October eighteen (18), two thousand twenty-two (2022), Sellers granted to Buyer's affiliate, PR Investco LLC ("PR Investco"), an option to purchase the Property, pursuant to Deed Number Twenty-One (21), of Option to Purchase Real Estate, executed in San Juan, Puerto Rico, before Notary María del Rosario Pujol Thompson (hereinafter, the "Deed of Option"). The term of the Option granted thereunder was extended by Deed Number Thirty-Nine (39), executed on July thirteen (13), two thousand twenty-three (2023) and Deed Number Forty-Six (46), executed on October thirty-one (31), two thousand twenty-three (2023), both before the aforementioned Notary, and was further extended by private instruments among Sellers, PR Investco and Buyer. The parties hereto acknowledge, confirm and agree that PR Investco has assigned to Buyer all of its rights and obligations under the Deed of Option, and that Buyer is the permitted assignee and successor of PR Investco thereunder.----------

----------**PURCHASE AND SALE**----------

---**THIRD:** Pursuant to the Deed of Option, Sellers hereby sell, convey and transfer fee simple title ("*pleno dominio*") to the Property and the

possession thereof to Buyer, and Buyer hereby purchases from Sellers fee simple title to the Property and the possession thereof, in accordance with the following ----------

----------**TERMS AND CONDITIONS**----------

-----One: The purchase price is the lump sum of **ONE MILLION SEVEN HUNDRED THOUSAND DOLLARS ($1,700,000)** (hereinafter, the "Purchase Price"). Of the Purchase Price, (i) the sum of ONE MILLION THREE HUNDRED THOUSAND DOLLARS ($1,300,000) corresponds to Parcel A; and (ii) the sum of FOUR HUNDRED THOUSAND DOLLARS ($400,000) corresponds to Parcel B.----------

-----Two: The Purchase Price is payable as follows: ----------

------(A) The sum of **ONE HUNDRED SEVENTY THOUSAND DOLLARS ($170,000)** was paid by Buyer to Sellers prior to the execution hereof, as security deposit under the Deed of Option, as amended and reinstated, which amount is being applied in its entirety to the Purchase Price. ----------

----------B. The sum of ONE MILLION FIVE HUNDRED THIRTY THOUSAND DOLLARS ($1,530,000) has been paid by Buyer to Sellers concurrently with the execution hereof, through manager's checks issued to the order of Sellers, and Sellers hereby acknowledge receipt thereof in form and substance acceptable to Buyer.----------

-----Three: Buyer shall be entitled to the immediate possession of the Property, without any additional formality, document or request. ---------

-----Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of Sellers and, thereafter, for the account of Buyer. ----------

-----Five: Sellers hereby deliver to Buyer fee simple title to the Property, vacant, and free and clear of all liens, encumbrances or defects, except for the Permitted Encumbrances.----------

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-----Six: Buyer specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) Sellers hereby sell and Buyer hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from Sellers or any of Sellers' agents, employees, members, representatives, attorneys or brokers (each such party, a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by Sellers to Buyer (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof, its facilities, soils, geology, and groundwater; (b) the dimensions, area, and size of the Property; (c) the development or income potential, or rights of or relating to the Property or the adequacy of the Property for any particular purpose, (d) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of Buyer or any other person to obtain any necessary governmental approvals, licenses, or permits for Buyer's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters regarding the operation of the Property. Buyer further acknowledges and agrees that

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Sellers are under no duty to make any inquiry regarding any matter that may or may not be known to Sellers or any Seller Affiliate. Upon execution of this public deed, Buyer shall assume the risk of adverse matters relating to adverse investigations, and Buyer, upon execution of this public deed, shall be deemed to have waived, relinquished and released Sellers and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which Buyer might have asserted or alleged or may assert or allege in the future against Sellers or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution of this deed. ----------

-----Seven: Sellers represent and warrant to Buyer that, to the best of Sellers' knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that, to the best of Sellers' knowledge, the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----Eight: The notarial fees, stamps on the original, stamps on the first certified copy, filing and recording rights of this Deed at the Registry will be paid by Buyer.----------

-----Nine: This Deed will be interpreted and governed in accordance with the laws of the Commonwealth of Puerto Rico. The appearing parties submit themselves to the exclusive jurisdiction of the Court of First Instance of the Commonwealth of Puerto Rico in the event of any litigation arising out of this Deed.----------

-----Ten: All notices to the parties pursuant to this Deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

----To SELLERS:----------

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------Teodoro Felipe Alfonzo Toledo ----------
------220 Urbanización Haciendas de Camuy ----------
------Camuy, PR 00627----------
------Electronic Mail: teodorydairy@gmail.com ----------

------Gisela Del Rosario Cordero Soto ----------
------220 Urbanización Haciendas de Camuy ----------
------Camuy, PR 00627----------
------Electronic Mail: giselacordero04@gmail.com ----------

------To BUYER:----------

------Cabo Rojo Land Acquisition LLC ----------
------733 Third Avenue ----------
------New York, NY 10017----------
------Attention: Eileen Sawyer----------
------Electronic Mail: roberto.ruiz@ccgc.com.do ----------

-----Eleven: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

-----Twelve: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the remaining provisions of this Deed will continue in full force and effect.----------

-----Thirteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver such documents or instruments, public or private, which may be necessary and/or required to correct any omission or matter that may need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any correction deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of Buyer, except that each party shall bear the fees of their respective counsel.----------

---**THIRD:** The Notary advises Buyer as to the importance of filing the corresponding property tax exemption and/or change of ownership Application before the CRIM, and to obtain, prior to the execution of this deed, a certification indicating whether any sums related to property

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taxes are owed by Sellers. Pursuant to applicable law, Buyer is responsible for filing at the CRIM the corresponding application for property tax exemption and /or change of ownership, within thirty (30) days from the date of execution hereof. Buyer hereby declares that it is fully aware of the aforementioned obligations and releases the undersigned Notary from this responsibility.----------

----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ---

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared relying on title abstracts prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstracts were prepared by Capital Title Services Inc. and are dated January nine (9), two thousand twenty-three (2023);----------

-----(c) that after the date of such title abstracts and before the presentation for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. The title abstracts are not a title insurance and reflect only the state of the Property in the Registry as of the date thereof.----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification; ----------

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-----(e) of the right of the Buyer to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.;----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property;----------

-----(h) of the importance of recording a copy of this deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this deed is not recorded at the Registry;----------

-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property;----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations;----------

-----(k) that the appearing parties have the right to read this public instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its contents.----------

-----(l) of the need and consequences to the Sellers of filing the *Planilla Informativas Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles* with the Puerto Rico Treasury Department; and----------

-----(m) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et*

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seq., is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Seller, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the seller and its agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed.----------

----------**READING, ACCEPTANCE AND EXECUTION** ----------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, and affixed their initials on each page thereof.----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

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---Signed, sealed, marked and flourished by the authorizing Notary, Jorge Antonio Morales Cordero. ----------

---Therein also appear the signature of the appearing parties and their initials on the margin of each page. The corresponding internal revenue stamps, legal assistant stamps and the notarial tax stamp are adhered thereon. ----------

---I, the Notary, CERTIFY that the foregoing is a true and exact copy of Deed Number One (1), which contains thirteen (13) pages (*folios*), the original of which forms part of my protocol of public instruments for the year two thousand twenty-four (2024). ----------

---IN WITNESS WHEREOF, and to deliver to Cabo Rojo Land Acquisition LLC, I issue the first certified copy, which I sign, seal, mark and flourish in San Juan, Puerto Rico, on January first (1st), two thousand twenty-four (2024). ----------

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NOTARY







DEPARTAMENTO *de* JUSTICIA

ESTADO LIBRE ASOCIADO DE PUERTO RICO

CERTIFICACIÓN DEL NOTARIO QUE PRESENTA DOCUMENTO EN EL REGISTRO DE LA PROPIEDAD INMOBILIARIA DE PUERTO RICO POR LA VÍA TELEMÁTICA

CERTIFICO: Que la copia en formato PDF de la Escritura Núm. Uno (1) sobre "Purchase and Sale", autorizada por mí en San Juan el diez (10) de enero de dos mil veinticuatro (2024), que estoy presentando en esta fecha en el Registro de la Propiedad, es una copia fiel y exacta de la copia certificada de dicha escritura.

En San Juan, Puerto Rico, hoy diez (10) de enero de dos mil veinticuatro (2024).

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Notario

---I HEREBY CERTIFY, that the first certified copy of the present deed was issued in favor of Buyer, at the same date and place of the execution thereof. I ATTEST. ----------

NOTARY

----------**DEED NUMBER TWENTY-EIGHT (28)** ----------

----------**PURCHASE AND SALE** ----------

---In San Juan, Puerto Rico, on September twenty-nine (29), two thousand twenty-three (2023).----------

---------- **BEFORE ME** ----------

---**JORGE ANTONIO MORALES CORDERO**, Notary in and for the Commonwealth of Puerto Rico, with residence and offices in San Juan, Puerto Rico.----------

----------**APPEAR**----------

---**AS PARTY OF THE FIRST PART: TORRES ROSA CONSULTING ENGINEERS P.S.C.** (hereinafter, "Seller"), a professional services corporation organized, existing and in good standing under the laws of the Commonwealth of Puerto Rico, represented herein by its authorized officers (i) PULLY ALFONSO TORRES ORTIZ, of legal age, married, engineer, and resident of Guaynabo, Puerto Rico; and (ii) RAFAEL ROSA CASTRO, of legal age, married, engineer and resident of Caguas, Puerto Rico, whose authority to represent Seller in this Deed arises from a Certificate of Corporate Resolution of Seller, executed in San Juan by Rafael Rosa Castro, as Secretary of Seller, on September twenty-seven (27), two thousand twenty three (2023), under affidavit six thousand six hundred seventy nine (6,679) of Notary Jaime F. Rodríguez Ortiz. ----------

---I hereby certify that I have examined the aforesaid Certificate of Resolution and that it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law, to authorize Messrs. Torres-Ortiz and Rosa-Castro to appear herein on behalf of Seller. ----------

---**AS THE PARTY OF THE SECOND PART: CABO ROJO LAND ACQUISITION LLC** (hereinafter referred to as "Buyer"), a limited liability company organized, existing and in good standing under the laws of the Commonwealth of Puerto Rico, represented herein by its Authorized Representative, GLADYS OMAYRA FONTÁNEZ REYES,

who is of legal age, single, attorney at law and resident of San Juan, Puerto Rico, whose authority to represent Buyer in this Deed arises from a Certificate of Resolution of Buyer signed by Eileen Sawyer, as Manager of Buyer, on September twenty-one (21), two thousand twenty-three (2023), in New York, New York, before notary public Eric Orenstein. I, the Notary, hereby certify that I have confirmed the appointment and validity of the commission of notary public Eric Orenstein through the search engines of the Department of State and the Office of Information Technology Services of the State of New York. I further certify that I have examined the aforesaid Certificate of Resolution of Buyer and that it is adequate and sufficient, and complies with all legal requirements under Puerto Rico law, to authorize Ms. Fontánez Reyes to appear herein on behalf of Buyer.----------

---I hereby certify that I personally know the appearing parties, and I further certify, from their statements, as to their respective age, civil status, occupation and residence. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this public instrument, and they freely and voluntarily,----------

----------**STATE AND AGREE**----------

---**FIRST:** Seller is the sole owner in fee simple title ("*pleno dominio*") and have the possession of the parcel of land described in the Spanish language as follows (hereinafter, the "Property"):----------

---"***RUSTICA:*** *Parcela marcada con el número treinta y siete (37), radicada en el Barrio Boquerón del término municipal de Cabo Rojo, Puerto Rico, con una cabida superficial de veinte mil cuatrocientos setenta y uno punto setecientos cuarenta y un metros cuadrados (20,471.741 m.c.), equivalentes a cinco punto doscientas ocho (5.208) cuerdas. En lindes, por el NORTE, con servidumbre de paso de trece (13) metros de ancho a ser dedicada a uso público; por el SUR, con la parcela setenta y tres (73); por el ESTE, con la parcela veintinueve (29); y por el OESTE, con la parcela cuarenta y uno (41).*"----------

---The Property is identified in the Registry of Property of Puerto Rico (the "Registry") as property number 18,789, recorded at page 283 of volume 509 of Cabo Rojo, San Germán section of the Registry.----------

---The tax identification number ("*número de catastro*") assigned to the

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RRC

G.D.F.R.

Property by the Municipal Revenues Collection Center ("CRIM") is 402-007-327-12-000. ----------

---The Property was acquired by Seller pursuant to Deed Number Twelve (12), executed in Cabo Rojo, Puerto Rico, on April thirty (30), two thousand ten (2010), before Notary Osvaldo Ortiz Medina, recorded at page 164 of volume 864 of Cabo Rojo, eighth (8th) inscription.----------

----------**LIENS AND ENCUMBRANCES** ----------

---By its origin and by itself, the Property is free and clear of liens and encumbrances.----------

---**SECOND:** On March twenty-four (24), two thousand twenty-three (2023), Seller granted to Buyer's affiliate, PR INVESTCO LLC ("PR Investco"), an option to purchase the Property, pursuant to Deed Number Twenty-One (21) of Option to Purchase Real Estate, executed in San Juan, Puerto Rico, before Notary María del Rosario Pujol Thompson (hereinafter, the "Deed of Option"). The parties hereto acknowledge and agree that PR Investco has assigned to Buyer all of its rights and obligations under the Deed of Option, and that Buyer is the permitted assignee and successor of PR Investco thereunder.----------

----------**PURCHASE AND SALE**----------

---**THIRD:** In accordance with the Deed of Option, Seller hereby sells, conveys and transfers fee simple title ("*pleno dominio*") to the Property and the possession thereof to Buyer, and Buyer hereby purchases from Seller fee simple title ("*pleno dominio*") to the Property and the possession thereof, in accordance with the following----------

----------**TERMS AND CONDITIONS**----------

-----One: The purchase price of the Property is the lump sum of **SEVEN HUNDRED SIXTY THOUSAND DOLLARS ($760,000)** (hereinafter the "Purchase Price"). The Purchase Price is not subject or conditioned to an appraisal report or survey, and Seller shall have no obligation to adjust or reduce the Purchase Price as a result of any appraisal report(s) or survey(s) obtained by Buyer or anybody else. ----------

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RRC

6.a F.R.

-----Two: The Purchase Price has been paid as follows: ----------

----------A. The sum of THIRTY-EIGHT THOUSAND DOLLARS ($38,000) was paid by Buyer to Seller simultaneously with the execution of the Deed of Option, which amount is being applied in its entirety to the Purchase Price.----------

----------B. The sum of SEVEN HUNDRED TWENTY-TWO THOUSAND DOLLARS ($722,000) has been paid by Buyer to Seller simultaneously with the execution hereof, and Seller hereby acknowledges receipt thereof. ----------

-----Three: Buyer shall be entitled to the immediate possession of the Property, without any additional formality, document or request. ---------

-----Four: All real estate property taxes and assessments, as well as special taxes, corresponding to the Property up to the date hereof are for the account of Seller and, thereafter, for the account of Buyer.----------

-----Five: Seller hereby delivers to Buyer fee simple title to the Property, vacant, and free and clear of all liens, encumbrances or defects. ----------

-----Six: Buyer specifically acknowledges and agrees that, except as expressly set forth hereinafter, (i) Seller hereby sells and Buyer hereby purchases the Property "as-is", "where-is" and "with all faults" and latent and patent defects, (ii) Buyer is not relying on any representations or warranties of any kind whatsoever, whether oral or written, expressed or implied, statutory of otherwise, from Seller or any of Seller's agents, employees, members, representatives, attorneys or brokers (each such party, a "Seller Affiliate") as to any matter concerning the Property, or set forth, contained or addressed in any materials, documents, studies, reports, information, or data relating to the Property provided by Seller to Buyer (including, without limitation, the accuracy and completeness thereof), including, without limitation, (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof, its facilities, soils, geology, and groundwater; (b) the

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6.D.F.R.

dimensions, area, and size of the Property; (c) the development or income potential, or rights of or relating to the Property or the adequacy of the Property for any particular purpose, (d) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act); (e) the ability of Buyer or any other person to obtain any necessary governmental approvals, licenses, or permits for Buyer's or such other person's intended use or development of the Property; (f) the quality of any labor or materials used in the construction of any improvements; and (g) the economics of, or the income and expenses, revenue or expense projections or other financial matters regarding the operation of the Property. Buyer further acknowledges and agrees that Seller is under no duty to make any inquiry regarding any matter that may or may not be known to Seller or any Seller Affiliate. Upon execution of this public deed, Buyer shall assume the risk of adverse matters relating to adverse investigations, and Buyer, upon execution of this public deed, shall be deemed to have waived, relinquished and released Seller and all Seller Affiliates from and against any and all claims, of any and every kind or character (including attorneys' fees), known or unknown, which Buyer might have asserted or alleged or may assert or allege in the future against Seller or any Seller Affiliate at any time by reason of or arising out of any apparent, latent or patent defects, physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Property. This Section shall survive the execution of this deed. ----------

-----Seven: Seller represents and warrants to Buyer that, to the best of Seller's knowledge, there are no toxic, dangerous, contaminated or contaminating substances in the Property, and that, to the best of Seller's

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knowledge, the Property has never been used to deposit garbage, waste or toxic, dangerous, contaminated or contaminating substances.----------

-----Eight: The notarial fees, stamps on the original, stamps on the first certified copy, filing and recording rights of this Deed at the Registry will be paid by Buyer.----------

-----Nine: This Deed will be interpreted and governed in accordance with the laws of the Commonwealth of Puerto Rico. The appearing parties submit themselves to the exclusive jurisdiction of the Court of First Instance of the Commonwealth of Puerto Rico in the event of any litigation arising out of this Deed.----------

-----Ten: All notices to the parties pursuant to this Deed must be by certified mail, return receipt requested, with copies by electronic mail, to the following respective addresses of the parties:----------

----TO SELLER:----------

------TORRES ROSA CONSULTING ENGINEERS, PSC----------
------PO BOX 9023763 ----------
------San Juan, Puerto Rico 00902 ----------
------Attention: Pully A. Torres Ortíz and Rafael Rosa Castro ----------
------Electronic Mail: ptorres@trcepr.com----------

----TO BUYER:----------

------CABO ROJO LAND ACQUISITION LLC----------
------733 Third Avenue ----------
------New York, NY 10017----------
------Attention: Eileen Sawyer ----------
------Electronic Mail: roberto.ruiz@ccgc.com.do----------

-----Eleven: The plural and singular forms, as well as the masculine, feminine, neutral and other genders are used indistinctively in this Deed.

-----Twelve: In the event that any clause or provision of this Deed is declared null, void or invalid by a final and firm resolution, judgment or judicial order, the remaining provisions of this Deed will continue in full force and effect.----------

-----Thirteen: The parties hereto agree and bind themselves, as well as their successors, assigns and/or heirs by any title, to execute and deliver such documents or instruments, public or private, which may be necessary and/or required to correct any omission or matter that may

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need to be clarified, corrected, amended or added in order for the transactions contemplated in this public instrument to be properly recorded in the Registry, including, without limitation, any correction deed. Any costs and expenses incurred in connection with the execution and registration of any additional instruments and documents shall be for the account of Buyer, except that each party shall bear the fees of their respective counsel.----------

---**THIRD:** The Notary advises Buyer as to the importance of filing the corresponding property tax exemption and/or change of ownership Application before the CRIM, and to obtain, prior to the execution of this deed, a certification indicating whether any sums related to property taxes are owed by Seller. Pursuant to applicable law, Buyer is responsible for filing at the CRIM the corresponding application for property tax exemption and /or change of ownership, within thirty (30) days from the date of execution hereof. Buyer hereby declares that it is fully aware of the aforementioned obligations and releases the undersigned Notary from this responsibility.----------

----------**ACCEPTANCE AND WARNINGS** ----------

---The appearing parties fully ratify and confirm the statements contained herein, and find this Deed to their entire satisfaction, having I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed, including but not limited to the following: ---

-----(a) the meaning and legal effects of the execution of this Deed; ------

-----(b) the fact that this Deed was prepared in reliance to a title abstract prepared by an independent contractor, and not by the subscribing Notary, and therefore, the parties agree to release the Notary from any and all liabilities with respect to any errors or omissions committed in the preparation of such title abstract. Said title abstract was prepared by Capital Title Services Inc., and dated August thirty-one (31), two thousand twenty-three (2023);----------

-----(c) that after the date of such title abstract and before the presentation

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for recording of this Deed, other documents may be presented or recorded in the Registry that may affect the title to the Property and/or achieve priority over this Deed. The title abstract is not a title insurance and reflects only the state of the Property in the Registry as of the date of the title abstract.----------

-----(d) of the convenience of accrediting the state of liens and encumbrances of the Property with the corresponding certification of the Registry, or direct corroboration by examining the books of the Registry, and that the negative certification of the Registry does not exclude the possibility of liens recorded after the date of the certification; ----------

-----(e) of the right of the Buyer to obtain a title insurance policy that guarantees its title and indemnifies and/or compensates it in the event that it suffers a loss or impairment of its property rights.----------

-----(f) that if the Property is located in a flood zone, the owner or party in possession of the Property is required to observe and comply with the regulations applicable to flood zone areas, including, without limitation, the provisions contained in 23 L.P.R.A. §225, et. seq.; ----------

-----(g) the advisability of having someone with appropriate expertise conduct and investigation to determine the environmental condition of the Property; ----------

-----(h) of the importance of recording a copy of this deed at the Registry, the costs relating thereto and of the consequences that would result if a certified copy of this deed is not recorded at the Registry; ----------

-----(i) of the desirability of performing a search of the records of the CRIM to determine the payment status of the real property taxes applicable to the Property and that real property taxes for the past five (5) years and the current tax year constitute a senior, preferred statutory lien on the Property; ----------

-----(j) that the transactions effected pursuant to this Deed are subject to applicable tax statutes and regulations;----------

-----(k) that the appearing parties have the right to read this public

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instrument either by themselves or by a designated person, and that by setting their initials on each page they attest as to their reading, understanding and acceptance of its contents. ----------

-----(l) of the need and consequences to the Seller of filing the *Planilla Informativas Sobre la Segregación, Agrupación o Traslado de Bienes Inmuebles* with the Puerto Rico Treasury Department; and ----------

-----(m) That if any structure on or within the Property was built prior to nineteen hundred seventy-eight (1978), the federal statute for the reduction of risks associated to Lead Based Paint, 42 U.S.C. § 4851 *et seq.*, is of application. The foregoing statute, and the regulations promulgated thereunder, impose on the Seller, before the Buyer becomes bound under a purchase contract, the obligation to disclose, to the best of its knowledge, that lead-based paint or a related hazard do not exist within the Property or its premises; provide a period of ten (10) days for the Buyer to inspect the property to determine the existence or absence of lead paint, or renounce to such period; and provide an informative brochure prepared by the Environmental Protection Agency (EPA). Both parties are required to sign a document confirming compliance with the provisions of the aforementioned federal statute. Copies of these documents must be retained by the seller and its agent for a period of three (3) years. Failure to comply with the requirements of the law may result in civil liability for damages. The parties acknowledge that they were duly informed and understood the foregoing requirements, and desire to continue with the execution of the present deed.----------

----------**READING, ACCEPTANCE AND EXECUTION** ---------

---I advised the appearing parties as to their right to read this Deed by themselves, which they did, and to have witnesses present at the execution thereof, which they waived. ----------

---After having read this Deed, the appearing parties accept the same as drafted and fully ratified the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon

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the appearing parties signed this Deed before me, and affixed their initials on each page thereof. ----------

---As to everything stated or contained in this instrument, I the Notary, hereby **CERTIFY** and **ATTEST**. ----------

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G.D.F.R.


Boqueron
Bay
Balneario Publico
de Boqueron
Refugio De Vida
Silvestre de Boqueron
Caño
Boqueron
Los Pozos
Beach
El Combate
Corozo
Refugio Nacional
De Vida Silvestre de Cabo Rojo

Nombre del Proyecto	Esencia
Fecha	05.23.2024
Re:	Memorial Explicativo | SRU

INFORMACIÓN GENERAL DEL PROYECTO	
Descripción Del Solar	*Cabo Rojo Land Acquisition LLC adquirió el título y/u opciones de adquirir título de múltiples parcelas de terreno localizadas en la Carr. Estatal PR-301, Km 10.05 del Barrio Boquerón en el Municipio de Cabo Rojo, Puerto Rico. Los predios tienen una cabida superficial total de aproximadamente 6,088,514 metros cuadrados, equivalentes a 1,549 cuerdas (en adelante referidos como la "Propiedad" o "los terrenos"). Los terrenos tienen acceso a través de la Carretera Estatal PR-301, Km 10.05 del Municipio de Cabo Rojo.*

DUEÑO Y PROPONENTE	
Nombre:	Cabo Rojo Land Aquisition LLC
Representante Autorizado:	Gladys Fontanez
Dirección:	361 San Francisco Street, Suite 4, San Juan, PR, 00901
Teléfono:	(787) 723-8756
DESARROLLADOR	
Nombre:	Three Rules Capital
Representante Autorizado:	Roberto Ruiz
Dirección:	250 Avenida Muñoz Rivera , Suite 440, San Juan, PR 00928
Teléfono:	(787) 367-5708
PROYECTISTA	
Nombre:	Alvarez-Diaz & Villalon® (ADVision, PSC)
Representante Autorizado:	Arq. Ricardo Alvarez-Diaz
Dirección:	PO Box 16318, San Juan PR 00908-6318
Teléfono:	(787) 754-1381
Email:	permits@aldivi.com

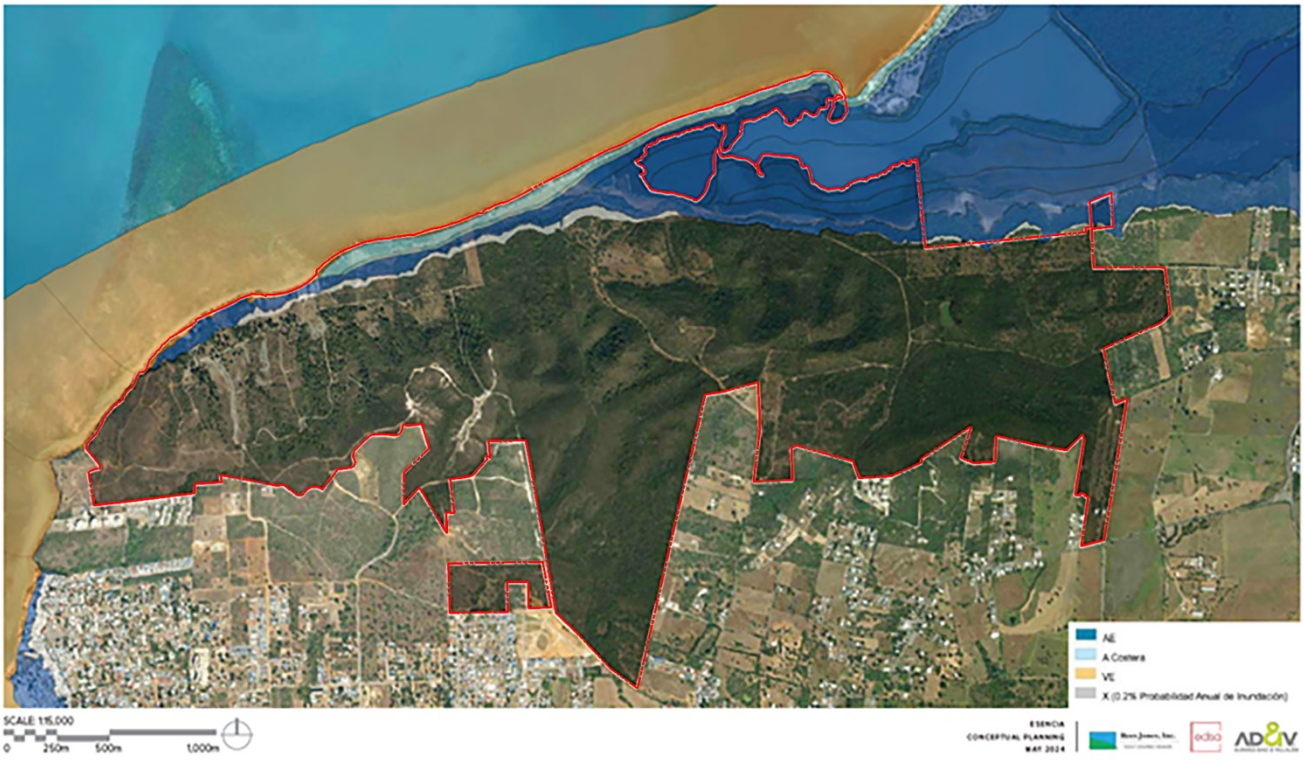
PROPIEDADES & TITULARIDAD

Se incluye como Anejo #1 un listado de las parcelas que componen el proyecto propuesto, que incluye: cabidas, coordenadas, números de catastro, calificaciones, clasificaciones, zona de inundabilidad y datos registrales.

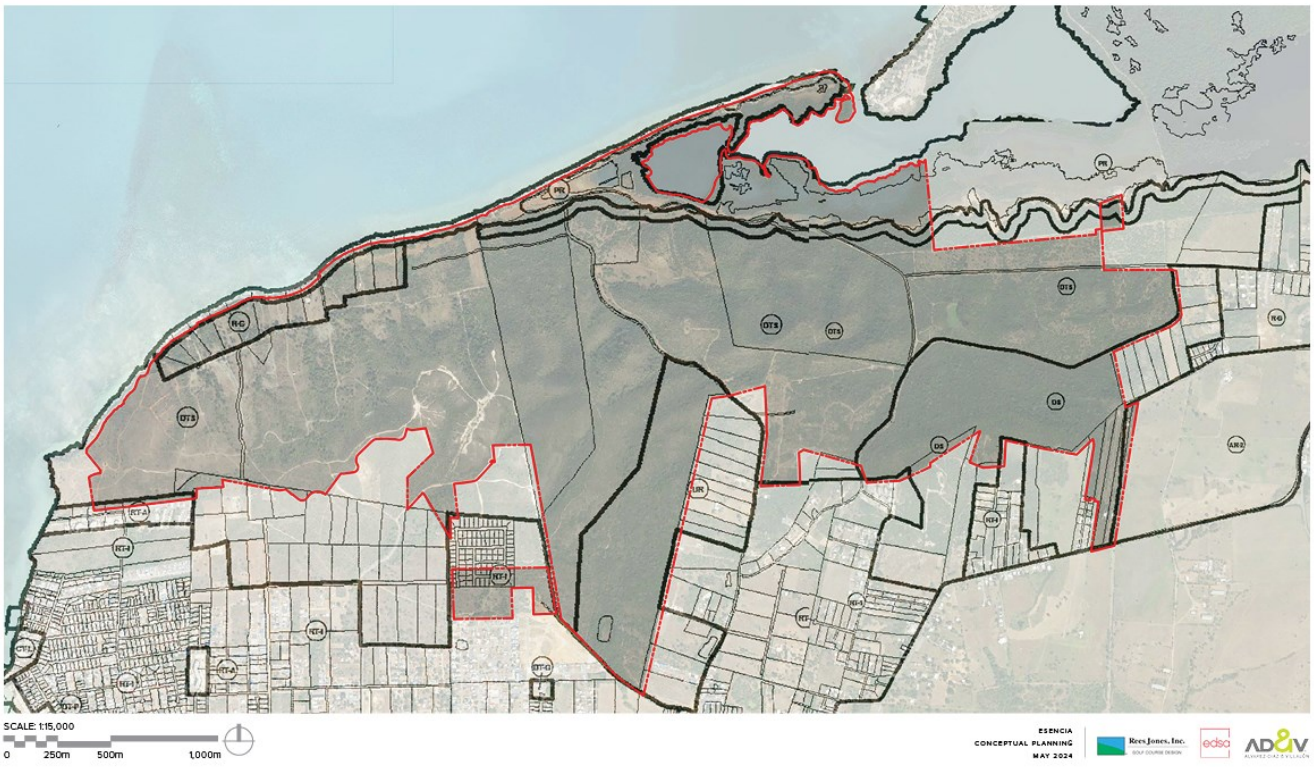
LOCALIZACION DEL PROYECTO, Figura 1



MAPA DE INUNDABILIDAD, Figura 2



MAPA ZONA DE INTERES TURISTICO CABO ROJO, Figura 3



DESCRIPCIÓN GENERAL DEL PROYECTO PROPUESTO

Cabo Rojo Land Acquisition, LLC (en adelante el "Proponente") propone un desarrollo turístico-residencial en el Municipio de Cabo Rojo (en adelante "Esencia" o el "Proyecto") que está compuesto por 81 parcelas con una cabida total de 1,549 cuerdas (6,088,514 metros cuadrados) (Ver Figura 1). La topografía de los terrenos muestra cambios en elevación desde un mínimo de 1 metro hasta un máximo de 107 metros sobre el nivel del mar y, en su mayoría, quedan fuera del nivel de inundabilidad establecido por los mapas ABFE del 2018 (Ver Figura 2). Los terrenos objeto de desarrollo están calificados como DTS, R-G, DS y UR; clasificados como SUNP, SRC, SREP; y figuran dentro de la Zona Especial Sobrepuesta de Interés Turístico de Cabo Rojo (Ver Figura 3).

La Propiedad colinda por el Norte con el Mar Caribe y el Caño Boquerón, y por el Sur, Este y Oeste con desarrollos residenciales unifamiliares y multifamiliares, áreas no desarrolladas y la Carretera Estatal PR-301. El Proyecto contará con tres puntos de acceso, siendo los dos principales a través de la Carretera Estatal PR-301 y uno secundario a través del Camino Monte Carlo.

En el contexto inmediato del Proyecto existen numerosas áreas de interés turístico, que incluyen: el Balneario Público de Boquerón; el Poblado de Boquerón; el Club Náutico de Boquerón; variedad de comercios; restaurantes; hoteles; paradores; y propiedades residenciales utilizadas como alojamientos a corto plazo; entre otras. El Proyecto además se ubica cercano a áreas de atractivos naturales como lo son: el Refugio de Vida Silvestre de Boquerón; la Playa El Combate; y otros puntos de interés que sirven al público turístico que frecuenta el área.

En la actualidad, la mayoría de los terrenos no están desarrollados, con algunos usos no consolidados tales como: glamping; área para vehículos recreativos (RV Park); y estructuras abandonadas que fueron utilizadas previamente como

residencias unifamiliares. De igual manera, los terrenos no desarrollados son utilizados por grupos y organizaciones externas para hacer carreras de ciclismo de montaña, carreras de vehículos todoterreno y senderismo.

Es importante señalar que como parte del Proyecto se contemplan varias parcelas que al presente no pertenecen a Cabo Rojo Land Acquisition, LLC, pero que se vislumbran si lo sean en el futuro, ello sujeto a las negociaciones con varios de sus actuales propietarios. De no adquirirse dichas parcelas ello no impediría el desarrollo del Proyecto según representado en el plano conceptual presentado en el Anejo 2, en el que se identifican estas parcelas, mostrándolas en su estado actual y garantizando sus accesos a través de las vías propuestas.

No obstante, y debido a que dichas parcelas podrían formar del Proyecto, se incluye como Anejo 3 un plano conceptual en el que se incluyen todas estas parcelas como parte del desarrollo propuesto y que fueron evaluadas por el equipo técnico contratado por Cabo Rojo Land Acquisition, LLC. Por lo tanto, esta solicitud basa su programa y sus análisis de demanda a base de la versión más abarcadora del Proyecto según representado en el Anejo 3, esto para asegurar que las recomendaciones aquí solicitadas evalúen el impacto de la totalidad de la acción propuesta.

Cónsono con lo anterior, el plano conceptual del Proyecto (Anejo 3) propone usos hoteleros, de recreación y turístico-residenciales, siendo cónsonos con los usos existentes en el sector. Específicamente, se propone el desarrollo de: 530 unidades de hotel; 1,132 residencias turísticas unifamiliares y multifamiliares; una escuela con 500 unidades de vivienda para estudiantes; áreas recreativas; campos de golf; áreas de servicio médico; áreas comerciales y de entretenimiento; áreas de agricultura; y áreas de servicio e infraestructura. El Proyecto incluye además cuatro accesos públicos vehiculares a la playa con instalaciones sanitarias, apoyo para actividades públicas recreativas como el senderismo, observación de aves y ciclismo de montaña, y dos centros de actividades (*Towncenters*), donde se proveerá espacio para comercios y servicios, estableciendo ofertas gastronómicas, recreativas, culturales, religiosas y otros servicios esenciales para la comunidad en general.

El concepto de desarrollo y planificación de Esencia se basa en 5 principios fundamentales de protección y mejora de los recursos naturales, entre ellos: la protección de la zona costera para promover resiliencia; la protección de corredores de drenaje natural; la preservación de áreas con pendientes mayores de 30%; la protección de zonas de mangle; y la protección y mejora de áreas de humedales; entre otras.

Por último, Esencia se presenta como un desarrollo de baja densidad, ya que ocupará menos del 25% del total de los terrenos, de los cuales un 15% será ocupado por huellas de edificios y 10% por calles de acceso y otros componentes de infraestructura. El restante 75% de los terrenos objeto de desarrollo se propone como áreas verdes, incluyendo amplias áreas de paisajismo, dos campos de golf y áreas a designarse como zonas de conservación.

El Proyecto se dividirá en 19 componentes a desarrollarse en fases, según descritos a continuación:

COMPONENTE 1	
Cabida Propuesta:	200.34 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	50 habitaciones de hotel 90 residencias turísticas entre 4 a 8 habitaciones
Unidades Básicas de Vivienda Estimadas:	20 UBV : Habitaciones de Hotel 132 UBV: Residencias Turísticas
Área Neta Estimada Comercial:	10,000 pies cuadrados

Área Neta Estimada de Restaurantes:	7,800 pies cuadrados

COMPONENTE 2	
Cabida Propuesta:	128.18 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	110 habitaciones de hotel 224 residencias turísticas entre 2 a 8 habitaciones
Unidades Básicas de Vivienda Estimadas:	44 UBV : Habitaciones de Hotel 257.6 UBV: Residencias Turísticas
Área Neta Estimada Comercial:	25,000 pies cuadrados
Área Neta Estimada de Restaurantes:	16,000 pies cuadrados

COMPONENTE 3	
Cabida Propuesta:	184.77 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	120 habitaciones de hotel 186 residencias turísticas entre 2 a 8 habitaciones
Unidades Básicas de Vivienda Estimadas:	48 UBV : Habitaciones de Hotel 254 UBV: Residencias Turísticas
Área Neta Estimada Comercial:	25,000 pies cuadrados
Área Neta Estimada de Restaurantes:	6,614 pies cuadrados

COMPONENTE 4	
Cabida Propuesta:	11.27 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	20 habitaciones de hotel 10 residencias turísticas de un máximo de 5 habitaciones
Unidades Básicas de Vivienda Estimadas:	8 UBV : Habitaciones de Hotel 14 UBV: Residencias Turísticas
Área Neta Estimada Comercial:	2,000 pies cuadrados
Área Neta Estimada de Restaurantes:	7,200 pies cuadrados

COMPONENTE 5	
Cabida Propuesta:	435.97 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	200 habitaciones de hotel 292 residencias turísticas entre 2 a 8 habitaciones
Unidades Básicas de Vivienda Estimadas:	80 UBV : Habitaciones de Hotel 429 UBV: Residencias Turísticas

Área Neta Estimada Comercial:	35,000 pies cuadrados
Área Neta Estimada de Restaurantes:	30,500 pies cuadrados

COMPONENTE 6	
Cabida Propuesta:	38.33 cuerdas
Usos Propuestos:	Hotel + Residencias Turísticas
Unidades Propuestas:	30 habitaciones de hotel 16 residencias turísticas de un máximo de 5 habitaciones
Unidades Básicas de Vivienda Estimadas:	12 UBV : Habitaciones de Hotel 22.4 UBV: Residencias Turísticas
Área Neta Estimada de Restaurantes	4,500 pies cuadrados

COMPONENTE 7 | WEST TOWNCENTER	
Cabida Propuesta:	13.13 cuerdas
Usos Propuestos:	Comercial + Cultural + Entretenimiento + Residencial + Oficinas + Medico + Institucional
Unidades Propuestas:	80 apartamentos entre 1 a 4 habitaciones
Unidades Básicas de Vivienda Estimadas:	70 UBV
Área Neta Estimada Comercial & Usos Relacionados:	140,000 pies cuadrados
Área Neta Estimada de Restaurantes:	28,600 pies cuadrados
Área Neta Estimada de Oficinas:	45,000 pies cuadrados

COMPONENTE 8 | GOLF A	
Cabida Propuesta:	218.8 cuerdas
Usos Propuestos:	Recreativo (Campo de Golf) + Casa Club + Residencias Turísticas
Unidades Propuestas:	16 residencias turísticas de un máximo de 4 habitaciones
Unidades Básicas de Vivienda Estimadas:	19.2 UBV
Área Neta Estimada Comercial:	25,000 pies cuadrados
Área Neta Estimada de Restaurantes:	8,000 pies cuadrados

COMPONENTE 9 | GOLF B	
Cabida Propuesta:	169.5 cuerdas
Usos Propuestos:	Recreativo (Campo de Golf) + Casa Club
Área Neta Estimada Comercial:	30,000 pies cuadrados

Área Neta Estimada de Restaurantes:	10,000 pies cuadrados

COMPONENTE 10 | CLUB DEPORTIVO	
Cabida Propuesta:	28.84 cuerdas
Usos Propuestos:	Recreativo (Club Deportivo) + Comercial
Área Neta Estimada Comercial:	8,000 pies cuadrados
Área Neta Estimada de Restaurante:	5,200 pies cuadrados

COMPONENTE 11 | ESCUELA	
Cabida Propuesta:	8.13 cuerdas
Usos Propuestos:	Educativo
Unidades Propuestas:	500 dormitorios
Unidades Básicas de Vivienda Estimadas:	200 UBV

COMPONENTE 12 | CLUB DE PLAYA	
Cabida Propuesta:	10.41 cuerdas
Usos Propuestos:	Recreativo (Club de Playa) + Residencias Turísticas
Unidades Propuestas:	6 residencias turísticas entre 2 y 4 habitaciones
Unidades Básicas de Vivienda Estimadas:	6 UBV
Área Neta Estimada Comercial:	12,000 pies cuadrados
Área Neta Estimada de Restaurantes:	13,000 pies cuadrados

COMPONENTE 13 | COMUNIDAD DE ARTISTAS	
Cabida Propuesta:	28.11 cuerdas
Usos Propuestos:	Residencias Turísticas + Comercial
Unidades Propuestas:	16 residencias turísticas de 1 habitación
Unidades Básicas de Vivienda Estimadas:	9.6 UBV
Área Neta Estimada Comercial:	10,000 pies cuadrados

COMPONENTE 14 | EAST TOWNCENTER	
Cabida Propuesta:	6.72 cuerdas
Usos Propuestos:	Comercial + Entretenimiento + Residencial + Oficinas
Unidades Propuestas:	52 apartamentos entre 2 a 4 habitaciones
Unidades Básicas de Vivienda Estimadas:	49.6 UBV
Área Neta Estimada Comercial:	16,500 pies cuadrados

Área Neta Estimada de Restaurantes:	19,000 pies cuadrados
Área Neta Estimada de Oficina:	15,000 pies cuadrados

COMPONENTE 15 | CENTRO DE TRAUMA	
Cabida Propuesta:	8.39 cuerdas
Usos Propuestos:	Médico
Área Neta Estimada Servicios Médicos:	28,000 pies cuadrados

COMPONENTE 16 | INFRAESTRUCTURA	
Cabida Propuesta:	43.29 cuerdas
Usos Propuestos:	Infraestructura & Servicios

COMPONENTE 17 | RESIDENCIAS PARA EMPLEADOS	
Cabida Propuesta:	4.85 cuerdas
Usos Propuestos:	Residencial
Unidades Propuestas:	144 apartamentos de 2 habitaciones
Unidades Básicas de Vivienda Estimadas:	115 UBV

COMPONENTE 18 | VIAS PRINCIPALES & ACCESOS	
Cabida Propuesta:	97.96 cuerdas
Usos Propuestos:	Vías & Accesos

COMPONENTE 19 | AREAS DE CONSERVACION	
Cabida Propuesta:	407.38 cuerdas
Usos Propuestos:	Conservación

El Proyecto se propone desarrollar mediante seis fases, con fechas estimadas de finalización de construcción según descritas a continuación:

FECHA ESTIMADA DE FINALIZACION DE CONSTRUCCION	COMPONENTE	USOS PROPUESTOS
2027	Componente 2	Hotel + Residencias Turísticas
	Componente 8	Campo de Golf A
	Componente 10	Club de Deportes
	Componente 11	Escuela
	Componente 12	Club de Playa
	Componente 15	Centro de Trauma
	Componente 16	Infraestructura
	Componente 17	Residencias para Empleados
	Componente 18	Vías Principales & Accesos

2028	Componente 1	Hotel + Residencias Turísticas
	Componente 3	Hotel + Residencias Turísticas
	Componente 14	*East Towncenter*
	Componente 6	Hotel + Residencias Turísticas
2029	Componente 4	Hotel + Residencias Turísticas
	Componente 7	*West Towncenter*
	Componente 13	Comunidad de Artistas
2030	Componente 5	Hotel + Residencias Turísticas
	Componente 9	Campo de Golf B
-	Componente 19	Áreas de Conservación

INFRAESTRUCTURA

El Proyecto propone la construcción de facilidades centralizadas privadas de infraestructura y utilidades como fuentes primarias para satisfacer las demandas del Proyecto, incluyendo y no limitado a lo siguiente: pavimentación de caminos existentes; creación de vías nuevas; puntos de acceso públicos y privados; sistema de recolección, tratamiento y disposición de aguas usadas; sistema solar de generación y distribución de electricidad; sistema de tratamiento y distribución de agua potable; y facilidades de distribución de telecomunicaciones. No obstante, el Proyecto propone conexión a las facilidades existentes en el sector a ser utilizadas como fuentes secundarias, de acuerdo con las recomendaciones de las agencias envueltas. Por tanto, las facilidades por proveerse para el Proyecto estarán sujetas a las condiciones y/o recomendaciones hechas por las diferentes agencias estatales y federales concernidas.

TRAMITE SOLICITADO

- Departamento de la Vivienda

  Se solicita de esta agencia aquellas recomendaciones correspondientes a los 19 componentes del plano conceptual presentado que permitan desarrollar el diseño del Proyecto para obtener eventualmente su aprobación.

REGLAMENTOS APLICABLES

- Reglamento Conjunto Para la Evaluación y Expedición de Permisos Relacionados al Desarrollo, Uso de Terrenos y Operación de Negocios (2023)
- Reglamento de Sobre Áreas Especiales de Peligro a Inundación (Reglamento de Planificación Núm. 13) y National Flood Insurance Program (NFIP)
- International Building Code 2018
- International Fire Code 2018
- Puerto Rico Building Code 2018
- American with Disabilities Act
- American Society of Civil Engineer ASCE 24 & 7
- Puerto Rico Law 218-2008 Control and Prevention of the Lighting Pollution of Puerto Rico
- PR EQB 2014: Regulation to Control and Prevent Light Contamination

ANEJOS

- ANEJO 1: Tabla de Análisis de Propiedades
- ANEJO 2: Presentación de Proyecto Esquemático
- ANEJO 3: Presentación de Proyecto Esquemático

ANEJO 1:
Tabla de Análisis de Propiedades

San Juan | The Hub - 200 Convention Blvd., Suite 201, San Juan, PR 00907 | 787.754.1381
New York | 641 Lexington Ave., 13th FL, Suite 1326, New York, NY 10022 | 212.271.5280
Miami | 1221 Brickell Ave., Suite 900, Miami, FL 33131 | 305.995.8299
info@advfirm.com | alvarezdiazvillalon.com

PROPIEDADES									
			CABIDA		COORDENADAS				
#	# CATASTRO	DATOS REGISTRALES # FINCA	METROS CUADRADOS	CUERDAS	COORDENADAS LAMBERT	NAD83	ZONA DE INUNDABILIDAD	CLASIFICACION	CALIFICACION
A-2	403-000-002-02-000	32,623	3074799.736	782.3918	Lat: 17.99743354, Lon: -67.19165510	x: 119688.6748, y: 218328.6761	VE/AE/A	SRC/SREP-E	DTS/CR/PR/ARD
105	379-089-327-75-000	18,839	19364.5933	4.9269	Lat: 18.00143842, Lon: -67.19461846	x: 119376.6813, y: 218773.2374	VE/AE/A	SREP-E	DTS/PR
106	379-089-327-76-000	18,840	22018.333	5.6000	Lat: 18.00129685, Lon: -67.19522847	x: 119312.0137, y: 218757.8370	VE/AE/A	SREP-E	DTS/PR
107	379-089-327-77-000	18,841	18,788.01	4.7802	Lat: 18.00114700, Lon: -67.19582078	x: 119249.2168, y: 218741.5125	VE/AE/A	SREP-E	DTS/PR
108	379-089-327-78-000	18,842	19213.4915	4.8884	Lat: 18.00102875, Lon: -67.19642370	x: 119185.3105, y: 218728.6911	VE/AE/A	SREP-E	DTS/PR
21	379-000-010-05-000	18,782	39286.311	9.9955	Lat: 18.00090126, Lon: -67.19741916	x: 119079.8291, y: 218715.0198	VE/AE/A	SREP-E	DTS/PR/R-G
20	379-000-010-04-000	18,781	26940.6211	6.8544	Lat: 18.00089464, Lon: -67.19862354	x: 118952.2776, y: 218714.8200	VE/AE/A	SREP-E	R-G/PR
19	379-000-010-03-000	18,830	20284.0211	5.1608	Lat: 18.00068522, Lon: -67.19951128	x: 118858.1662, y: 218692.0348	VE/AE/A	SREP-E	R-G/PR
181	379-000-009-05-000	18,816	36733.6034	9.3460	Lat: 18.00021912, Lon: -67.20061663	x: 118740.8886, y: 218640.9370	VE/AE/A	SREP-E	R-G/PR
1	379-000-009-03-000	18,818	20069.125	5.1049	Lat: 17.99804953, Lon: -67.20223772	x: 118568.3490, y: 218401.8318	VE/AE	SREP-E	R-G/DTS/PR
79	379-000-009-02-001	18,808	19659.2923	5.0019	Lat: 17.99888395, Lon: -67.20310188	x: 118568.3490, y: 218401.8318	VE/AE	SREP-E	R-G/DTS/PR
78	379-000-009-02-000	18,807	19772.2027	5.0306	Lat: 17.999073, Lon: -67.204503	x: 118477.2185, y: 218494.5697	VE/AE	SREP-E	R-G/DTS/PR
77	379-000-009-01-000	18,806	21123.5259	5.3744	Lat: 17.99882095, Lon: -67.20393835	x: 118388.6025, y: 218487.9695	VE/AE	SREP-E	R-G/PR
76	402-000-004-67-000	18,805	12385.5425	3.1512	Lat: 17.99861968, Lon: -67.20477501	x: 118299.7532, y: 218465.7618	VE/AE	SREP-E	R-G/PR
3	402-007-327-03-000	31,178	3753.9717	0.9551	Lat: 17.99807794, Lon: -67.20626622	x: 118141.5736, y: 218406.4678	VE/AE	SREP-E	R-G/PR
2	402-007-327-02-000	31,178	4509.3138	1.1473	Lat: 17.99796891, Lon: -67.20653676	x: 118112.8707, y: 218394.5216	VE/AE	SREP-E	R-G/PR
5	402-007-327-05-000	31,178	3905.4349	0.9936	Lat: 17.99710964, Lon: -67.20640198	x: 118126.7433, y: 218299.3580	1% ACF	SREP-E	R-G
4	402-007-327-04-000	31,178	3959.5333	1.0074	Lat: 17.99727382, Lon: -67.20599778	x: 118169.6273, y: 218317.3487	1% ACF	SREP-E	R-G
1	402-007-327-01-000	29,700	3840.336	0.9771	Lat: 17.99782854, Lon: -67.20680313	x: 118084.5957, y: 218379.1047	VE/AE	SREP-E	R-G/PR
42	402-000-004-64-000	18,700	19926.7077	5.0699	Lat: 17.99721353, Lon: -67.20731818	x: 118029.7610, y: 218311.2655	VE/AE	SREP-E	R-G/PR
72	402-007-327-90-000	18,718	20122.6755	5.1198	Lat: 17.99638496, Lon: -67.20798977	x: 117958.2478, y: 218219.8611	VE/AE	SREP-E	R-G/DTS/PR
70	402-007-327-15-000	18,716	19714.7056	5.0160	Lat: 17.99520022, Lon: -67.20951352	x: 117796.3169, y: 218089.4177	VE	SREP-E	DTS
69	402-017-327-16-000	18,715	19691.5244	5.0101	Lat: 17.99387986, Lon: -67.21033837	x: 117708.3392, y: 217943.6512	VE	SRC	DTS
81	402-017-327-17-000	18,721	19744.2876	5.0235	Lat: 17.99294528, Lon: -67.21090108	x: 117648.3047, y: 217840.4649	VE	SRC	DTS
68	402-017-327-06-000	18,714	20708.2307	5.2687	Lat: 17.99377528, Lon: -67.20907296	x: 117842.3072, y: 217931.5082	X	SREP-E	DTS
84	402-017-327-07-000	18,724	19694.6833	5.0109	Lat: 17.99280389, Lon: -67.20867881	x: 117883.5955, y: 217823.8185	X	SREP-E	DTS
73	402-007-327-13-000	18,719	20232.7025	5.1478	Lat: 17.99488068, Lon: -67.20754409	x: 118004.7442, y: 218053.1680	X	SREP-E	DTS

PROPIEDADES									
			CABIDA		COORDENADAS				
#	# CATASTRO	DATOS REGISTRALES # FINCA	METROS CUADRADOS	CUERDAS	COORDENADAS LAMBERT	NAD83	ZONA DE INUNDABILIDAD	CLASIFICACION	CALIFICACION
37	402-007-327-12-000	18,789	20470.741	5.2080	Lat: 17.99545079, Lon: -67.20653969	x: 118111.3839, y: 218115.8181	X	SREP-E	DTS
32	402-008-327-25-000	18,695	22149.1051	5.6353	Lat: 17.99662880, Lon: -67.20383430	x: 118398.6013, y: 218245.2970	X	SREP-E	DTS
57	402-008-327-27-000	18,710	20139.3584	5.1240	Lat: 17.99739764, Lon: -67.20134532	x: 118662.5565, y: 218329.2849	X	SREP-E	DTS
56	402-008-327-28-000	18,709	22626.4242	5.7568	Lat: 17.99773582, Lon: -67.20043922	x: 118758.6747, y: 218366.3119	X	SREP-E	DTS
55	402-009-327-29-000	18,708	23535.7454	5.9881	Lat: 17.99787271, Lon: -67.19955909	x: 118851.9482, y: 218381.0729	X	SREP-E	DTS
52	379-099-327-79-000	18,829	20229.2849	5.1474	Lat: 17.99916041, Lon: -67.19878694	x: 118934.1706, y: 218522.9485	X	SREP-E	DTS
54	402-009-327-30-000	18,707	21551.9387	5.4834	Lat: 17.99768492, Lon: -67.19844581	x: 118969.7647, y: 218359.7947	X	SREP-E	DTS
53	379-099-327-80-000	18,706	19212.5906	4.8882	Lat: 17.99902280, Lon: -67.19742660	x: 119078.1735, y: 218507.1159	X	SREP-E	DTS
113	379-099-327-81-000	18,847	21322.3403	5.4250	Lat: 17.99895240, Lon: -67.19615266	x: 119213.0574, y: 218498.7615	X	SREP-E	DTS
104	402-009-327-82-000	18,838	18526.0984	4.7135	Lat: 17.99771481, Lon: -67.19554463	x: 119276.8810, y: 218361.5173	X	SREP-E	DTS
112	402-009-327-84-000	18,846	20089.4749	5.1113	Lat: 17.99744519, Lon: -67.19648005	x: 119177.6905, y: 218332.0889	X	SREP-E	DTS
44	402-009-327-85-000	18,792	21490.5754	5.4678	Lat: 17.99714526, Lon: -67.19738323	x: 119082.0484, y: 218299.5963	X	SREP-E	DTS
16	402-008-327-33-000	18,694	20033.1585	5.0970	Lat: 17.99549516, Lon: -67.20205052	x: 118586.9873, y: 218119.0317	X	SREP-E	DTS
15	402-008-327-34-000	18,779	23027.7787	5.8589	Lat: 17.99477862, Lon: -67.20255393	x: 118533.1917, y: 218039.6447	X	SREP-E	DTS
138	402-018-327-35-000	18,762	21171.6639	5.3866	Lat: 17.99463437, Lon: -67.20335591	x: 118448.1886, y: 218024.0365	X	SREP-E	DTS
33	402-018-327-36-000	18,696	22020.4014	5.6026	Lat: 17.99432614, Lon: -67.20428479	x: 118349.6698, y: 217990.3357	X	SREP-E	DTS
38	402-018-327-10-000	17,790	20021.5593	5.0940	Lat: 17.99399504, Lon: -67.20528404	x: 118243.6866, y: 217954.1349	X	SREP-E	DTS
29	402-017-327-09-000	18,783	19750.4213	5.0250	Lat: 17.99379866, Lon: -67.20623360	x: 118143.0297, y: 217932.8247	X	SREP-E	DTS
65	402-017-327-08-000	18,711	19888.3404	5.0601	Lat: 17.99364480, Lon: -67.20743864	x: 118015.3337, y: 217916.3338	X	SREP-E	DTS
67	402-017-327-23-000	18,713	20137.9900	5.1237	Lat: 17.99248909, Lon: -67.20667382	x: 118095.7948, y: 217788.0783	X	SREP-E	DTS
85	402-000-004-69-000	18,725	20282.1421	5.1603	Lat: 17.99166219, Lon: -67.20712899	x: 118047.3493, y: 217697.0657	X	SRC/SREP-E	DTS
x	402-027-327-22-000	18,785	19671.4617	5.0055	Lat: 17.99153655, Lon: -67.20863460	x: 117887.6838, y: 217683.5304	X	SRC	DTS
17	402-018-327-24-000	18,780	21562.3366	5.4860	Lat: 17.99218834, Lon: -67.20481520	x: 118292.6473, y: 217754.2661	X	SRC	DTS
5	402-018-327-44-000	18,692	21160.8633	5.3839	Lat: 17.99256749, Lon: -67.20356706	x: 118424.8637, y: 217795.3688	X	SRC	DTS
6	402-018-327-43-000	18,693	20705.5310	5.2681	Lat: 17.99292322, Lon: -67.20258433	x: 118529.1093, y: 217834.3040	X	SRC	DTS
178	402-028-327-49-000	18,813	19958.3058	5.0779	Lat: 17.99175125, Lon: -67.20182135	x: 118609.3712, y: 217704.2512	X	SRC	DTS
64	402-018-327-42-000	18,802	20818.9024	5.2969	Lat: 17.99331564, Lon: -67.20139878	x: 118654.8513, y: 217877.2095	X	SRC	DTS

PROPIEDADES									
			CABIDA		COORDENADAS				
#	# CATASTRO	DATOS REGISTRALES # FINCA	METROS CUADRADOS	CUERDAS	COORDENADAS LAMBERT	NAD83	ZONA DE INUNDABILIDAD	CLASIFICACION	CALIFICACION
174	402-018-327-41-000	18,809	20377.1854	5.1845	Lat: 17.99324122, Lon: -67.20050133	x: 118749.8644, y: 217868.5738	X	SRC	DTS
39	402-018-327-40-000	18,697	20816.7973	5.2969	Lat: 17.99405363, Lon: -67.19989087	x: 118814.8928, y: 217958.2204	X	SRC	DTS
40	402-019-327-38-000	18,698	20157.6959	5.1287	Lat: 17.99427348, Lon: -67.19863087	x: 118948.4390, y: 217981.9950	X	SRC	DTS
22	402-019-327-37-000	18,831	20419.7597	5.1953	Lat: 17.99483658, Lon: -67.19769495	x: 119047.8203, y: 218043.9048	X	SRC	DTS
45	402-009-327-86-000	18,793	20887.0094	5.3142	Lat: 17.99493719, Lon: -67.19655814	x: 119168.2630, y: 218054.5383	X	SREP-E	DTS
110	402-009-327-87-000	18,844	17145.1235	4.3622	Lat: 17.99583991, Lon: -67.19616068	x: 119210.7736, y: 218154.2759	X	SREP-E	DTS
109	402-009-327-83-000	18,843	172266.7672	4.3931	Lat: 17.99608692, Lon: -67.19489753	x: 119344.6636, y: 218181.0582	X	SREP-E	DTS
60	402-009-327-72-000	18,798	20727.1922	5.2736	Lat: 17.99698396, Lon: -67.19399563	x: 119440.5924, y: 218279.9445	X	SRC/SREP-E	DTS
59	402-009-327-71-000	18,797	22912.7218	5.8296	Lat: 17.99571215, Lon: -67.19348093	x: 119494.5187, y: 218138.9554	X	SRC/SREP-E	DTS
111	402-019-327-88-000	18,845	17515.1883	4.4563	Lat: 17.99470737, Lon: -67.19518703	x: 119313.3680, y: 218028.4977	X	SREP-E	DTS
46	402-019-327-89-000	18,794	30321.6115	7.7146	Lat: 17.99329896, Lon: -67.19599492	x: 119227.1568, y: 217872.9706	X	SREP-E	DTS
34	402-019-327-68-000	18,786	25149.7093	6.3988	Lat: 17.99254581, Lon: -67.19485380	x: 119347.6640, y: 217789.1096	X	SREP-E	DTS
58	402-019-327-69-000	18,796	19553.9663	4.9751	Lat: 17.99411254, Lon: -67.19413338	x: 119424.6835, y: 217962.1979	X	SREP-E	DTS
13-B	402-000-005-28-000	24,097	464921.2499	118.2887	Lat: 17.99400574, Lon: -67.18904396	x: 119963.6440, y: 217948.1451	X	SRC	DTS
13-A	402-000-005-29-000	24,096	492773.8943	125.3751	Lat: 17.98977815, Lon: -67.18718309	x: 120158.7994, y: 217479.4250	X	SUNP	UR
76	403-000-002-15-000	4,523	24131.7812	6.1404	Lat: 17.99198924, Lon: -67.16696704	x: 122300.8707, y: 217715.4513	X	SRC	ARD
8-B	403-000-002-50-000	37,189	19958.1695	5.0784	Lat: 17.99189938, Lon: -67.16628831	x: 122372.7151, y: 217705.2183	X	SRC	ARD
78	402-029-327-57-000	18,787	19653.4048	5.0009	Lat: 17.99083209, Lon: -67.19608763	x: 119216.2006, y: 217599.9803	X	SRC	DTS
12	402-000-005-54-000	24,930	92045.321	23.4212	Lat: 17.98722323, Lon: -67.19363812	x: 119473.9700, y: 217199.4740	X	SRC	RT-I
47	402-019-327-51-000	21,859	20594.0529	5.2402	Lat: 17.99198647, Lon: -67.19699784	x: 119120.3335, y: 217728.1476	X	SRC	DTS
-	403-000-002-16-000	19,305	20071.5734	5.1073	Lat: 17.99245574, Lon: -67.16735907	x: 122259.5588, y: 217767.2502	X	SRC	ARD

PROPIEDADES PENDIENTES POR ADQUIRIR Y/O EN NEGOCIACION

			CABIDA		COORDENADAS				
#	# CATASTRO	DATOS REGISTRALES # FINCA	METROS CUADRADOS	CUERDAS	COORDENADAS LAMBERT	NAD83	ZONA DE INUNDABILIDAD	CLASIFICACION	CALIFICACION
7	379-000-009-04-000	18,822	18009.9359	4.5827	Lat: 17.99921227, Lon: -67.20175673	x: 118619.8282, y: 218530.3099	VE/AE	SREP-E	R-G/PR
75	402-000-004-66-000	18,804	17705.3569	4.5052	Lat: 17.99808128, Lon: -67.20555272	x: 118217.1391, y: 218406.5192	VE/AE	SREP-E	R-G/PR
71	402-007-327-14-000	18,717	19757.4574	5.0273	Lat: 17.99563125, Lon: -67.20858516	x: 117894.8390, y: 218136.7070	VE	SREP-E	DTS
41	402-008-327-11-000	18,699	20885.9676	5.3145	Lat: 17.99576891, Lon: -67.20565987	x: 118204.7120, y: 218150.6344	X	SREP-E	DTS
38	402-000-004-68-000	18,818	20255.2677	5.1540	Lat: 17.99625303, Lon: -67.20469355	x: 118307.2767, y: 218203.7853	X	SREP-E	DTS
62	379-099-327-74-000	18,800	19527.7894	4.9689	Lat: 17.99929836, Lon: -67.19450370	x: 119387.8501, y: 218536.3256	X	SREP-E	DTS
61	379-099-327-73-000	18,799	20290.0349	5.1629	Lat: 17.99814069, Lon: -67.19426250	x: 119412.8619, y: 218408.0891	X	SREP-E	DTS
53	402-009-327-31-000	-	40666.1094	10.3476	Lat: 17.99612389, Lon: -67.19872666	x: 118939.2990, y: 218187.1450	X	SREP-E	DTS
179	402-008-327-39-000	18,814	20559.3304	5.2314	Lat: 17.99534984, Lon: -67.19984573	x: 118820.2739, y: 218101.6643	X	SRC	DTS
180	402-008-327-32-000	-	21702.9561	5.5224	Lat: 17.99553751, Lon: -67.20112057	x: 118685.4953, y: 218123.3057	X	SREP-E	DTS
-	402-027-327-21-000	-	19717.2213	5.0171	Lat: 17.99154158, Lon: -67.20984636	x: 117759.3502, y: 217684.6307	X	SRC	DTS
31	402-027-327-20-000	-	19679.8355	5.0076	Lat: 17.99137073, Lon: -67.21093952	x: 117643.4936, y: 217666.2126	X	SRC	DTS
BB	402-020-327-70-000	-	22217.2462	5.6532	Lat: 17.99398170, Lon: -67.19314572	x: 119529.2242, y: 217947.2823	X	SREP-E	DTS

ANEJO 2:
Presentación de Proyecto Esquemático

San Juan | The Hub - 200 Convention Blvd., Suite 201, San Juan, PR 00907 | 787.754.1381
New York | 641 Lexington Ave., 13th FL, Suite 1326, New York, NY 10022 | 212.271.5280
Miami | 1221 Brickell Ave., Suite 900, Miami, FL 33131 | 305.995.8299
info@advfirm.com | alvarezdiazvillalon.com

CONCEPTUAL PLAN
DETAILED ILLUSTRATIVE OVERALL PLAN



SCALE: 1:15,000

0 250m 500m 1,000m

ESENCIA
CONCEPTUAL PLANNING
MAY 2024

Rees Jones, Inc. GOLF COURSE DESIGN

edsa

AD&V ALVAREZ-DIAZ & VILLALÓN

ANEJO 3:
Presentación de Proyecto Esquemático

San Juan | The Hub - 200 Convention Blvd., Suite 201, San Juan, PR 00907 | 787.754.1381
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Miami | 1221 Brickell Ave., Suite 900, Miami, FL 33131 | 305.995.8299
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CONCEPTUAL PLAN
DETAILED ILLUSTRATIVE OVERALL PLAN



SCALE: 1:15,000

0 250m 500m 1,000m

ESENCIA
CONCEPTUAL PLANNING
MAY 2024

Rees Jones, Inc. GOLF COURSE DESIGN

edsa

AD&V ALVAREZ-DIAZ & VILLALÓN

CONCEPTUAL PLAN
DETAILED ILLUSTRATIVE OVERALL PLAN



SCALE: 1:15,000

0 250m 500m 1,000m

ESENCIA
CONCEPTUAL PLANNING
MAY 2024

Rees Jones, Inc. GOLF COURSE DESIGN

edsa

AD&V ALVAREZ-DIAZ & VILLALÓN

CONCEPTUAL PLAN
DETAILED ILLUSTRATIVE OVERALL PLAN



SCALE: 1:15,000

0 250m 500m 1,000m

ESENCIA
CONCEPTUAL PLANNING
MAY 2024

Rees Jones, Inc. GOLF COURSE DESIGN

edsa

AD&V ALVAREZ-DIAZ & VILLALÓN


Boqueron
Bay
Balneario Publico
de Boqueron
Refugio De Vida
Silvestre de Boqueron
Caño
Boqueron
Los Pozos
Beach
El Combate
Corozo
Refugio Nacional
De Vida Silvestre de Cabo Rojo