



COLONOS
Puerto Aventuras

**ORDINARY/EXTRAORDINARY
ASSEMBLY**

JULY 16TH, 2022



COLONOS
Puerto Aventuras

ITEM 4

REPORT OF THE BOARD OF DIRECTORS ON THE NEGOTIATIONS BETWEEN THE ASOCIACIÓN DE COLONOS, THE FIDEICOMISO AND P.A. COVENANT

AGENDA ITEM NO: 4

REPORT OF THE BOARD OF DIRECTORS ON THE NEGOTIATIONS BETWEEN OUR ASSOCIATION, THE FIDEICOMISO PA AND PA COVENANT

1) BACKGROUND

After 18 months of attempting to initiate negotiations with the Arq. Roman Rivera Torres, the CEO of the Fideicomiso PA, our President Angelo's phone call to him on Monday June 6th, 2022 was greeted warmly. They both met on that same evening and several times thereafter, culminating in the signing of a historic Agreement on June 24th, 2022 which brought to an end the 4 year division between property owners in Puerto Aventuras.

2) BRIEF OUTLINE OF THE NEGOTIATIONS

- The discussions began with Arq. Roman's request for the transfer to PA Covenant of all the Colonos Association's assets as well as their members. President Angelo made it clear that such a proposal would not be acceptable to the members of the Colonos Association at their forthcoming Assembly on June 11th and that the legal opinion which the Colonos Association had already published clearly stated that such assets belonged to the fully paid up members of the Colonos Association.
- Our President stated that due to the financial circumstances which were explained in the Booklet for the Colonos Association's forthcoming Assembly, unless an Agreement is reached between The Fideicomiso PA, the Colonos Association PA and PA Covenant, the Colonos Association would cease the maintenance and gardening services, terminate the employment of the workers involved as well as the office staff who will be reduced to one Administrator and possibly one assistant, thus incurring approx. MXN 5 M in termination payments which would be financed by the sale proceeds of the 3 Lots in Bahia Akumal.
- Our president made some recommendations as the result of which it became clear to both parties that the most sensible and cost effective way forward was the transfer of all the members of PA Covenant to the Colonos Association, mainly because this would:
 - **Avoid costly litigation** as to who owned the assets of the Colonos Association and the continuation of the division between property owners. By transferring to the Colonos Association, PA Covenant's members would participate in the ownership of its assets and unity would be achieved.
 - **Avoid costly and wasteful termination payments** to the Colonos Association PA's workmen and staff including the CROC Union's involvement. Most of the workmen and staff would have had to be reemployed anyway. Consequently, under this arrangement there would not be any interruption in the services due to any change of employers and the net proceeds from the sale of the 3 Lots in Bahia Akumal would be retained.
 - it would preserve the continued existence of the Colonos Association PA which had been founded some 34 years ago by the Fideicomiso PA / the Developer and its CEO Arq. Roman and which has a long record of serving the property owners in Puerto Aventuras.

- At the June 11th Assembly, Colonos' members voted in favour of the cessation of the maintenance and gardening service, the terms of Alternative 1 which entailed the transfer of Colonos' members to the PA Covenant as well as Alternative 2, the transfer of PA Covenant's members to the Colonos Association. Alternative 2 was considered to be the most favoured Alternative, gaining some 97 % of the voting rights present. Thus our President was thereby given the flexibility to negotiate with the Fideicomiso PA/ Arq. Roman on any of these possible solutions.
- After this Assembly, the parties then proceeded to negotiate the terms of the Tripartite Agreement between the Colonos Association PA, the Fideicomiso PA and PA Covenant. Mr. Thierry Defauw, the Treasurer of PA Covenant joined these negotiations at their final stage. The Agreement was approved by the Board, Vigilance Committee and legal advisor of the Colonos Association and was signed by the parties at 9 pm on Friday June 24th, 2022. A copy of this Agreement will be included in the Booklets and will be discussed under Agenda Item 5. Your support in voting in favour of this Agreement is of paramount importance.

3) CERTAIN IMPORTANT TERMS OF THIS AGREEMENT

- After the ratification of this Agreement at the Assemblies of both these Associations on July 16th, 2022, the current Board and Vigilance Committee will resign. This resignation is conditional upon the compliance by the Fideicomiso PA, PA Covenant and Arq. Roman Rivera Torres with Clause 7 of this Agreement whereby all existing claims against our Association and certain current and former members of its Board and Vigilance Committee as well as the General Manager are withdrawn by an irrevocable application to the Court and Court ruling. All parties have received a copy of the relevant legal opinion and have been notified of the requirement for the fulfilment of this condition.

Subject the above mentioned condition being satisfied, the current Board and Vigilance Committee will be replaced by a new Board of the Colonos Association which will consist of the Board and Vigilance Committee of PA Covenant plus Mr. Angelos Mouzouropoulos as delegate in absence for Arq. Roman's (the President of that Committee). They will remain in office until January 2024. **In this respect and in response to various concerns expressed by existing members regarding the control of our Association, it is important for you to bear in mind:**

- **The ultimate power rests with its members at Assemblies whose decisions are sought on all important matters:** policies, budgets covering all staff and services as well as any capital expenditure, the setting of maintenance fees, etc. The Board and Vigilance Committee are tasked to make proposals in this regard and to ensure the implementation of these decisions of members at Assemblies as well as the adherence to the provisions of the Articles of Association including Federal, State and Municipal laws and Regulations.

Under Article 42 of our Articles of Association as well as Article 440 of the Civil Code of the State of Quintana Roo, members holding 5% of the total voting rights would be sufficient for the purpose of requesting an

- **Assembly in order to deal with any situation which is of concern to them and for a vote to be taken on any issues arising therefrom. Consequently, the powers of the Board and Vigilance Committee are limited to administrative issues and the elaboration of proposals for approval by the members at Assemblies.**

IT IS OUR MEMBERS WHO CONTROL OUR DEMOCRATICALLY OPERATED ASSOCIATION

- **Unlike the previous attempt at reaching a settlement of the dispute in November 2020, under this Agreement the repayment of the debt owed by PA Covenant to the Fideicomiso PA is ring fenced. No fully paid up member of the Colonos Association will be responsible for the repayment of that debt.** This was not the case in PA Covenant where all its members were responsible for the repayment of the debt. Only those debtors who had not paid any Association in 2021 and prior years will henceforth be responsible for the repayment of this debt and any shortfall may be financed by drawing on construction fees, if necessary. Due to a change in the Construction Regulations introduced by the Fideicomiso PA/ the Developer, our Association has not received construction fees in recent years. The inspection of the new constructions is carried out by an architect who is employed by the Fideicomiso PA / the Developer.
- **All the judicial claims and activities will cease. This will result in savings for all parties.**
- **Unlike the previous attempt at a settlement of the dispute in November 2020. the Fideicomiso PA has finally agreed to transfer the Titles to the 6 Lots in the Poblado which they had sold to the Colonos Association some 20 years ago.** Guidance, Colonos had constructed a warehouse and offices on those Lots which they use today for the rendering of the maintenance and gardening service. These Lots and construction cost our Association some MXN 5 M but their value today is far greater.
- **The transfer of members from PA Covenant will commence on July 16th and PA Covenant will cease all its operations on July 31st, the Colonos Association being the sole Association rendering all the services in the common areas in Puerto Aventuras with effect August 1st, 2022.**
- **At the time of writing this Report, the internal auditing of both Associations is in progress in order to establish their respective status and financial positions as at June 30th, 2022.**

4) STATUS OF THE COLONOS ASSOCIATION

When the current Board under the President Angelo took office on January 1st 2021:

- **The Colonos Association had a prior year deficit (in 2020) of MXN 4 M and a forecasted deficit of MXN 3.5 M for 2021 which would result in reduced services in order to minimise deficits. Henceforth, as the result of this Agreement and the payment of maintenance fees to our Association by all property owners, there will be no deficits. Also, the funding will now be available in order to considerably improve the quality of all services.**

- **As a result of this Agreement, the membership of the Colonos Association will double and it will be the sole Association operating in Puerto Aventuras with effect from August 1st, 2022. Thus, the division between property owners has ended and peace and harmony will return to Puerto Aventuras.**
- **The assets of our Association both in terms of cash and value have grown, partly due to the sale of the 3 Lots in Bahia Akumal as well as the negotiated transfer to us of the 6 Lots in the Poblado.**

I wish to thank my Board, Vigilance Committee and legal advisors for their support in the improvement of the status of the Colonos Association. Our tour of duty is ending on a high note.

I wish to thank Arq. Roman for his constructive participation during our negotiations without which this Agreement and the resolution of the division in Puerto Aventuras could never have been achieved. We also wish the new Board and Vigilance Committee much success and extend a warm welcome to those property owners who are rejoining or joining our 34 year old Association for the first time.

Finally, a profound thank you to all our existing members who have patiently assisted us in all our efforts to achieve peace and harmony in our beloved Puerto Aventuras.

VIVA PUERTO!!! VIVA EL FIDEICOMISO!!! VIVA COLONOS!!!

**Angelos Mouzouropoulos
President
The Colonos Association PA.**

July 8th, 2022



COLONOS
Puerto Aventuras

ITEM 5

**PRESENTATION, DISCUSSION
AND APPROVAL OF THE
AGREEMENT FOR THE
CONCILIATION AND
TRANSFER OF THE MEMBERS
OF P.A. COVENANT TO THE
ASOCIACIÓN DE COLONOS**

**ENGLISH TRANSLATION OF
SIGNED AGREEMENT IN
SPANISH**

AGREEMENT OF UNDERSTANDING, FOR THE CONCILIATION, COLLABORATION AND ADEQUATE OPERATION OF THE PUERTO AVENTURAS TOURIST COMPLEX, WHICH IS ENTERED INTO BY **BANCO SANTANDER MEXICO, A MULTIPLE TRUST BANKING INSTITUTION OF PUERTO AVENTURAS**, REPRESENTED IN THIS ACT BY ARCH. ROMÁN GASPAR DE JESÚS RIVERA TORRES Y SUÁREZ, ALSO KNOWN AS ROMÁN RIVERA TORRES, AS GENERAL DIRECTOR AND ATTORNEY- IN FACT OF THE FIDEICOMISO PA, WHICH HEREINAFTER SHALL BE REFERRED TO AS **"THE FIDEICOMISO"**; ON THE OTHER PART, **THE COLONOS ASSOCIATION OF OWNERS AND TRUSTEES OF PUERTO AVENTURAS CIVIL ASSOCIATION**, REPRESENTED BY MR. ANGELOS MOUZOUROPOULOS, IN HIS CAPACITY AS PRESIDENT AND ATTORNEY - IN - FACT, WHO WILL HEREINAFTER BE REFERRED TO AS **"COLONOS"**, AND ON THE OTHER PART **PA COVENANT CIVIL ASSOCIATION**, REPRESENTED BY MR. THIERRY DEFAUW, IN HIS CHARACTER OF TREASURER AND ATTORNEY,- IN - FACT WHO HEREINAFTER SHALL BE REFERRED TO AS **"COVENANT"**, WHICH ACTING JOINTLY SHALL BE KNOWN AS **"THE PARTIES"**, AGREEING TO BE SUBJECT TO AND BE BOUND BY THE FOLLOWING STATEMENTS AND CLAUSES.

DECLARATIONS

1.- "THE FIDEICOMISO "

1.1- Through public deed number 8,056 dated February 26, 1988, granted before the faith of Lic. Javier Reyes Carrillo, alternate Notary Public of the Notary Public number 7 of the State of Quintana Roo, by license granted to its owner, Lic. Francisco Xavier López Mena, registered the testimony in the Public Registry of

Property and Commerce of Quintana Roo, under number 37 to 40, on pages 295 to 323 of Volume IV, Section I, an Irrevocable Domain Transfer Trust was created, which was called "Puerto Aventuras", being designated Trust Institution Banco Mexicano SOMEX, Sociedad Nacional de Crédito, later named, Banco Santander Mexicano, Sociedad Anónima, Institución de Banca Múltiple, Grupo Financiero Santander Mexicano.

1.2- That by means of public deed number 80,610 dated April 10, 2008 granted before the faith of Lic. Alfonso González Alonso, Notary Public number 31, acting as substitute in the protocol of Notary Public number 19, of which Mr. Lic. Miguel Alessio Robles, the name was changed and the bylaws of Banco Santander were amended, currently "Banco Santander (México), SA, Institución de Banca Múltiple,

Grupo Financiero Santander. Registered in the Public Registry of Property and Commerce of the Federal District in Commercial Folio 63,608 dated May 9, 2008.

1.3- That it has the Federal Taxpayer Registry: BSS880226A9A.

1.4- That for the purposes of this instrument, the legal domicile is indicated at Calle Punta Celis Plano 01, Mza 24, Lot 3, Puerto Aventuras, Solidaridad, Q. Roo.

2.- DECLARES “COLONOS”.

2.1- That by means of public deed number 9,269 dated November 10, 1988 granted before the faith of Lic. Francisco Xavier López Mena Public Notary of the notary number 7 of the State of Quintana Roo, registered the testimony in the Public Registry of Property and of Commerce under number 23, Pages 330 to 341 of

Volume XXIII section IV, an association was created which was called the Association of Settlers, Owners and Trustees of Puerto Aventuras, Civil Association.

2.2- That its corporate purpose is to group the Settlers, Owners, Trustees and Prominent Trustees of real estate located in the Puerto Aventuras Subdivision, without distinction of race, nationality or religion, for the realization of the following purposes:

Render to its associates, directly or indirectly, all kinds of services for the improvement of the Puerto Aventuras Subdivision.

Promote the improvement of the facilities and works through which said public services are provided.

Monitor the development of the Subdivision, in such a way that it is harmonious.

Disseminate and develop among its associates and their families all kinds of social, cultural, sports, artistic and humanitarian activities.

Determine and charge its associates by any means, the amount of the fees necessary to cover the services and activities and determine and charge, if applicable, for some specific services.

2.3- That it has the federal taxpayer registry: ACP8811105X2.

2.4- That for the purposes of this instrument, the address is that located at Local 14 , Edif. F, Marina Shopping Center, Puerto Aventuras, Solidaridad, Q. Roo.

3.- DECLARES “COVENANT”.

3.1- That by public deed number 61,725 dated April 11, 2018 granted before the faith of Dr. Marco Antonio Sánchez Vales Public Notary of the notary number 3 of the State of Quintana Roo, registered the testimony in the Public Registry of Property and of Commerce under folio 1,367, of office 3 on May 25, 2018, an association was established which was called PA Covenant, Civil Association.

3.2- That its corporate purpose is to group under a unified, formal and orderly representation all natural and legal persons who have the character of owners, trustees and promissory buyers or promissory trustees of real estate within the Puerto Aventuras Development to carry out as a preponderant activity the administration, operation, conservation and maintenance of the areas and facilities that are of common use and benefit within the development.

3.3- That it has the federal taxpayer registry: PCO180411 MA 8.

3.4- That for the purposes of this instrument, it indicates as domicile the one located at Km 269.5 of the Federal Highway Chetumal – Puerto Juarez, Puerto Aventuras, Solidaridad, Q. Roo.

4.- DECLARE "THE PARTIES".

4.1- That the Fideicomiso is the developer of Puerto Aventuras and as such formed an association to operate this development, under the pre-established principles and regulations. Colonos was the first association established, later the Covenant was created which was recognized by the developer, only to recognize and return to Colonos under this agreement.

4.2- That they mutually recognize the legal personality with which they attend the celebration of this instrument.

4.3- Upon signing this agreement, all parties are required to comply with the necessary actions assigned to them to achieve a common goal. The order of these actions is expressed in this document in the inserted clauses.

4.4- By virtue of the aforementioned declaration, as it is your wish to celebrate this instrument, reciprocally obligating yourself in its terms and submitting to the provisions of the various systems in charge of regulating legal acts of this nature.

4.5- That in accordance with the foregoing, the parties are subject to the following:

CLAUSES

FIRST CLAUSE.- Covenant and Colonos, will provide to each other with all their updated accounting information, including account statements related to their associates and fees paid, delinquent, and status) for the sole purpose of developing a joint plan that unifies both under the association of Colonos, said information described above, will only be shared after the signing of this document, and may not be used under any circumstance to carry out collection tasks **until this agreement is**

approved by the assemblies of both associations. The sharing of said information mentioned above, will be subject to THE FEDERAL LAW FOR THE PROTECTION OF PERSONAL DATA IN POSSESSION OF INDIVIDUALS, said law or condition will not be applicable after both parts are unified under the Association of Colonists.

SECOND.- Both associations will be financially audited at the end of June 30, 2022. To avoid delays, the audit will be carried out internally by the Treasurers and accountants of both Associations based on a pre-established audit schedule and notified in advance. Each party will pay the fees and expenses of the persons which it decides to contract in order to perform the audits. In the event that Colonos detects any material deficiency in Covenant's financial statements, it has the right to appoint an external auditor at its own expense in order to clarify this matter. This audit will serve to define the current financial situation of each Association and clarify the past and future responsibilities of each of them, for the transfer of the finances from Covenant to Colonos. Both parties must settle as far as possible. their obligations and satisfactorily fulfill their commitments with suppliers, both of materials and services such as , but not limited to, accounting, fiscal and legal ones. Each Association must inform the other before the assemblies, all of its pending obligations.

THIRD.- With respect to the debt which Covenant has with the Fideicomiso, it is agreed by the parties that it will be reimbursed, exclusively from the item called "fees pending payment" from associates who have not paid Colonos and Covenant for the fiscal years 2021 and earlier and from construction fees if necessary.

FOURTH.- The current Board of Directors and the Vigilance Committee of Colonos will resign their positions and the new Colonos Board Board will consist of the following persons: President Marc Pujol Folch, Secretary Rafael Liebanas, Treasurer Thierry Defauw and the new Vigilance Committee, President Román Rivera Torres and Angelos Mouzouropoulos as delegate in absence of the President of this committee and Gerardo Schivy as and Gaby Kozelj as 2 vocals. The members of the New Board and Vigilance Committee will remain in their positions until January 2024, at which the Assembly will call for elections.

FIFTH.- Both Colonos and Covenant will promptly convene their respective assemblies and will have July 16, 2022 as the deadline to hold these so that after having signed this document, both will ratify this Agreement, which will enter into force and operation with immediate effect .

SIXTH.- Covenant will transfer its associates, activities and monetary resources in an orderly manner to Colonos as soon as possible after both associations ratify the terms of this Agreement in their assemblies. It is clear that Colonos will begin to receive

monetary advances from Covenant in order to ensure that Colonos will have the funds in order to pay its operational obligations after July 16, 2022.

With regard to the foregoing, the Fideicomiso and Covenant agree and accept that they will not challenge the decisions made by Colonos in its previous Assemblies, nor the validity of their right to convene an Assembly to ratify this agreement, The transferred Covenant members will begin to pay Colonos immediately after the agreement is approved in the Assemblies.

SEVENTH.- Both the Fideicomiso, Covenant, Colonos, their directors, members of their Boards of Directors and Vigilance Committees, and managers will irrevocably cancel each and every current legal actions between them, either on behalf of their agencies or personally, against any of its members of their Boards of Directors, Vigilance Committees and past and present managers, others legally involved and will refrain from presenting in the future any lawsuit or legal claim against the people involved, members of the Board of Directors and/or the Vigilance Committees and/or managers with respect to their actions or omissions in the exercise of their functions, until the day on which their services officially end and this agreement is ratified in their Assemblies.

EIGHTH.- The parties are separately responsible for all expenses of any nature in which they incur, have incurred or authorized, as well as their obligations and legal actions in execution or have been executed.

Likewise, the members of the Board of Directors, Surveillance Committees, managers and other stakeholders of both parties for all expenses of any nature that they incur, have incurred, as well as their obligations and legal actions, in execution or executed in litigation which they have initiated personally.

NINTH.- The Fideicomiso will transfer the property titles to Colonos of the camp lots located at Zapote Zapote Cedro street, Mza 14, lot 18, town of Puerto Aventuras as soon as possible. Likewise, the parties are fully aware of the execution of a Sale & Purchase contract dated April 4, 2022, between Colonos and a private individual, with respect to lots 03, 04 and 05 located at the following address , Calle Bahía Akumal, Plano 3, Manzana 31, Carr. Federal Chetumal – Playa del Carmen with cadastral code lot 3: 81200-30000-31003, lot 4: 81200-30000-31004, lot 5: 81200-30000-31005 for the total sum of \$440,000 United States Dollars. The net proceeds after expenses related to this sale it will be maintained by Colonos and will form part of the funds in which the owners who will be transferred from Covenant to Colonos in accordance with this agreement will participate.

The parties agree that the current Board of Directors of Colonos undertakes not to sell any other asset, starting from the date of signing this Agreement, until the date on which it is approved at its Assembly.

TENTH.- Colonos will operate all the services in Puerto Aventuras, including passports and the main gate, under the new Board of Directors, in compliance with the principles and regulations pre-established for Puerto Aventuras, as well as with the applicable Federal, State and Municipal laws.

ELEVENTH.- The bilateral agreement dated November 11, 2021 between the Municipality of Solidaridad and the Fideicomiso, in which the Municipality grants the Fideicomiso the prerogative to designate an association as administrator of the services in Puerto Aventuras will be updated and colonos will be designated as administrator for the entire development.

TWELFTH.- The parties agree that Covenant will transfer to Colonos its operational activities of security, maintenance, gardening, garden refuse and sargassum with effect 1st August 2022.

THIRTEENTH.- In the event that there is, after the approval of this agreement in assembly, a lawsuit or legal action against any of the members of the Board of Directors, Vigilance Committees, managers and other individuals or legal entities involved, in the past or present, and these legal actions are related to the performance of their duties or assignments, Colonos must respond and solve said actions on their own and at their expense.

DISPUTE RESOLUTION.- Any dispute regarding the interpretation and compliance with this Agreement, first, will be attempted to be resolved by amicable disposition of the parties, within a period of 15 calendar days from the date that one of them states in writing to the other the point of controversy or breach. If the foregoing is not possible, the parties agree to submit to the jurisdiction of the courts of Playa del Carmen Municipality of Solidaridad, Quintana Roo, for which they waive any other jurisdiction that may apply to them by reason of domicile or in the future future or any other cause.

NOTICES AND NOTIFICATIONS.- Any notice, notification or requirement that must be made to "**THE PARTIES**", under the terms of this agreement or in connection with it, will be given or made in writing, and will be delivered personally to their respective representatives, or they will be sent by registered mail, cost pre-paid with acknowledgment of receipt to the indicated address, and they will be considered to have been delivered on the date on which the communication says it has been received by the party to whom it is addressed.

ADDRESS.- "**THE PARTIES**" indicate as their conventional addresses for all purposes of this agreement the following:

1.- For "**THE FIDEICOMISO**" the one located at Calle Punta Celis Plano 01, Mza 24, Lot 3, Puerto Aventuras, Solidaridad, Q.Roo.

2.- For “**COLONOS**” the one located in Local 14, Edif. F, Marina Shopping Center, Puerto Aventuras, Solidaridad, Q. Roo.

3.- For “**COVENANT**” the one located at Km 269.5 of the Federal Highway Chetumal – Puerto Juarez, Puerto Aventuras, Solidaridad, Q. Roo.

EXCEPTION AND OBLIGATIONS.- With the exception of the obligations established in this Agreement, “**THE PARTIES**” do not wish to have or to recognize other different ones in favor of their counterparts.

This agreement contains all the terms, conditions and exceptions that have been agreed between the parties Any subsequent variation of the same that is agreed between them, must be in writing and signed by all parties to this agreement.

VICE OF CONSENT.- “**THE PARTIES**” state that in the execution of this agreement there is no error, fraud, violence, bad faith, deception or any other vice of consent that could invalidate it and, knowing the parties of its value and legal consequences for due proof and in testimony of their agreement, they sign this agreement in triplicate in the city of Puerto Aventuras, Municipality of Solidaridad, Quintana Roo, on the 24th day of the month of June of the year 2022.

THE TRUST

ARCH. ROMÁN GASPAR DE JESÚS RIVERA TORRES Y SUÁREZ.

COLONOS ASSOCIATION

PA COVENANT

MR. ANGELOS MOUZOUROPOULOS

MR. THIERRY DEFAUW



COLONOS
Puerto Aventuras

ITEM 6

**APPROVAL OF THE
RESIGNATION OF THE
MEMBERS OF THE CURRENT
BOARD OF DIRECTORS AND
VIGILANCE COMMITTEE AND
PRESENTATION OF THE NEW
BOARD OF DIRECTORS.**

ITEM 6

APPROVAL OF THE RESIGNATION OF THE MEMBERS OF THE CURRENT BOARD OF DIRECTORS AND VIGILANCE COMMITTEE AND PRESENTATION OF THE NEW BOARD OF DIRECTORS AND VIGILANCE COMMITTEE

As explained above in item 4 of the Agenda, we present the proposal for the New Board of Directors and Vigilance Committee

OUTGOING BOARD OF DIRECTORS AND VIGILANCE COMMITTEE

BOARD OF DIRECTORS

- 1.- Mr. Angelos Mouzouropoulos, President
- 2.- Mrs. Georgina Lara Manzano, Secretary
- 3.- Mr. Carlos Suarez Monroy, Treasurer

VIGILANCE COMMITTEE

- 1.- Lic. Ana Ma Aldape, President
- 2.- Cheryl Cogswell, Vocal

INCOMING BOARD OF DIRECTORS VIGILANCE COMMITTEE

BOARD OF DIRECTORS

- 1.- Mr. Marc Pujol, President
- 2.- Mr. Rafael Liebanas Serrano, Secretary
- 3.- Mr. Thierry Defauw, Treasurer

VIGILANCE COMMITTEE

- 1.- Arch. Roman Rivera Torres, President
- 2.- Mr. Angelos Mouzouropoulos, Delegate in absence of the President
- 3.- Ms. Gabriela Kozelj, Vocal
- 4.- Mr. Gerardo Schyvi, Vocal

CONDITION:

This resignations and changes are subject to the terms of the Agreement dated June 24th, 2022 and in particular Cláusula séptima and will only become effective upon the compliance by the Fideicomiso PA, PA Covenant and Arq. Roman Rivera Torres with CLAUSULA SEPTIMA which stipulates the irrevocable withdrawal of all judicial actions between all the parties. This contemplates the irrevocable withdrawal of the current Querella Penal FGE/QROO/SOL/07/4377/2021 and the Civil cases 377/2021 and 308 / 2021. See next page.

Dear Arq. Roman:

RESIGNATIONS OF MEMBERS OF THE COLONOS ASSOCIATION'S CURRENT BOARD AND AND ITS VIGILANCE COMMITTEE AND THE ELECTION OF THE NEW BOARD AND VIGILANCE COMMITTEE MEMBERS AT THE ASSEMBLY ON JULY 16TH, 2022

We would like to draw your attention to the attached advice dated July 5th, 2022 which we received from our lawyer. You will recall that this issue was raised by our President at our meeting on June 24th, 2022 at the Beach Club in the presence of your lawyer, immediately prior to the signing of the Convenio. Your lawyer was at all present were agreeable at this requirement and he promised to produce what he called "finiquitos".

As you know, our Association and its past and present Board and Vigilance Committee members do not have any outstanding claims against PA Covenant, the Fideicomiso PA or yourself and therefore there is nothing for us to withdraw prior to the Assembly. However, this is not the case for PA Covenant, the Fideicomiso PA and yourself. Therefore, it is important that, prior to our Assembly your lawyer submits to the Court and obtains from the Court the necessary documents which, in accordance with CLAUSULA SEPTIMA of the Convenio dated June 24th, 2022, confirm the irrevocable withdrawal of all existing legal actions against all the parties and persons named therein.

Failure to receive the above mentioned releases in time for our Assembly will mean that our resignations will be subject to the above mentioned condition being fulfilled. The same applies to the votes which our members will cast approving our resignations and the election of the new Board and Vigilance Committee. This will have the effect of delaying the implementation of the aforementioned resignations and elections until the relevant Court documents are produced.

We all wish for the early implementation of our Convenio without any delays. Therefore please ensure that your lawyer acts with the necessary speed in order to accomplish this objective at our Assembly on July 16th, 2022.

Trusting in your understanding and assistance.

Angelos Mouzouropoulos
President
Colonos Association PA

ASOCIACIÓN DE COLONOS PROPIETARIOS
Y FIDEICOMISARIOS DE PUERTO
AVENTURAS A.C.
MR. ANGELO MOUZOUROPOULOS.
PRESIDENTE.

Asunto: **OPINION CONVENIO**
TRIPARTITO DEL
24 DE JUNIO DEL 2022.

Estimado **angelo**, con respecto de la opinión solicitada con respecto del **convenio de título**, entendimiento, para la conciliación, colaboración y adecuada operación del complejo turístico de puerto aventuras, que celebran por una parte **BANCO SANTADER MÉXICO, INSTITUCIÓN DE BANCA MÚLTIPLE FIDEICOMISO DE PUERTO AVENTURAS, "el fideicomiso"**; la asociación de **COLONOS PROPIETARIOS Y FIDEICOMISARIOS DE PUERTO AVENTURAS ASOCIACIÓN CIVIL, "colonos"**, y **P.A. COVENANT ASOCIACIÓN CIVIL, "covenant"**, tengo a bien señalarte que es importante lo siguiente:


Primero que es condición necesaria para poder hacer la transición de una mesa directiva a la nueva que se conformara según sus acuerdos, el tener cerrado y liquidados los casos legales pendientes, es decir, deben de hacerse los desistimientos de las demandas presentadas, ellos saben cómo presentarlos, en su momento el juzgado debiera de acordarlos, esto llevara un tiempo, por supuesto estas desistimientos deben de ser notificados a nosotros, y veremos que estos estén orden, una vez terminado este proceso, pueden proceder a seguir el cambio como está estipulado en sus acuerdos.

No deberán de renunciar los miembros de la mesa actual, como lo indica la **cláusula cuarta**, si los acuerdos convenidos en la **séptima clausula** no se cumplen, "la asociación de colonos" no tiene procesos abiertos ni contra el fideicomiso, ni covenant, ni contra las personas integrantes de estas morales, por lo tanto, esta parte queda en el campo del fideicomiso concluir estos procesos.

La cláusula séptima del citado convenio dice: "SEPTIMA.- Tanto el Fideicomiso, P.A. Covenant, Asociación de Colonos, sus directores, miembros de sus Mesas Directivas y Comités de Vigilancia, y gerentes cancelarán de manera definitiva cada una de las actuales acciones legales entre ellos, ya sea en representación de sus organismos o de manera personal, en contra de cualquiera de sus miembros de las Mesas Directiva, Comités de Vigilancia y gerentes pasados y presentes, demás involucrados legalmente y, se abstendrán de presentar en el futuro cualquier demanda o querrela legal en contra de las personas involucradas, miembros de la Mesa Directiva y/o del Comité de Vigilancia y/o gerentes con respecto de sus acciones u omisiones en el ejercicio de sus funciones, hasta el día en que terminen de manera oficial sus servicios y sea ratificado el presente acuerdo en Asamblea".

Ahora bien, para poder cumplir esto, es necesario tener esos desistimientos firmes, condición como te comento, necesaria para avanzar hacia adelante, el no hacerlo deja en desventaja a alguna de las partes, si llegaran a la asamblea sin esto realizado, la asamblea debiera de condicionar dichas renunciaciones de sus actuales miembros, es decir, **no renunciar** a menos que, estén cumplidos los acuerdos ya firmados, la sugerencia es que la asamblea debiera de condicionar esta transición.

¡¡Espero esto conteste tus dudas... saludos!!



Lic. Pablo Hilario Alcocer Góngora.

04 de julio del 2022.



COLONOS
Puerto Aventuras

ITEM 7

**REQUEST FOR THE NEW
BOARD TO CONTINUE
AUDITING THE FINANCIAL
STATEMENTS OF THE
COLONOS ASSOCIATION IN
THE FUTURE**

AGENDA ITEM 7

REQUEST TO THE NEW BOARD OF DIRECTORS TO CONTINUE ANNUAL EXTERNAL AUDITS

Annual external audits have been the custom and practice in our Association for many years and during which Arq. Roman Rivera Torres was President of the Vigilance Committee. There are several important reasons why such external audits are necessary:

- They are considered “best practice” in the financial sector because they give an impartial view of the veracity as well as the compliance of the contents of the Financial Statements with accounting principles and applicable laws and regulations. Also, such external auditors can be tasked to investigate a particular issue during their audit. This is of great comfort to the stakeholder members of our Association who would otherwise be largely reliant on the opinion of a Treasurer or an Administrator. As we have seen in the past in other Associations and Vigilance Committees of Condominium blocks, such absolute power may lead to abuse.
- The Vigilance Committee is tasked with ensuring compliance with the Articles of our Association and the applicable Federal, State and Municipal laws and regulations as well as Assembly decisions. However, none of their members are qualified Accountants. Consequently, their ability to monitor individual accounts and Financial Statements as well as compliance is limited both in terms of knowledge and time because they are volunteers and most of them have their own businesses. Consequently, in order to fulfil their legal obligations with regard to financial issues, Vigilance Committee members are reliant on the support of external auditors.

The current auditors of our Association are members of the Grupo SCC Servicios Corporativos de Cancún. We attach a copy of their advertising material. They have served us well in recent years. That said, we are not insisting on any particular firm of auditors, so long as they are selected impartially.

PLEASE VOTE IN FAVOUR OF THE REQUEST THAT OUR ASSOCIATION'S ACCOUNTS AND FINANCIAL STATEMENTS BE AUDITED ANNUALLY BY EXTERNAL AUDITORS.



The screenshot shows the website for GRUPO S C C SERVICIOS CORPORATIVOS DE CANCUN. The header includes the company logo, name, and navigation links for 'Directorio', 'Mapa del sitio', and 'Contacto'. A sidebar on the left lists various services and company information. The main content area features a large green 'S' logo and the company name. Below this, there are two columns of text: one about company commitment and contact information, and another about location and a link to a location map. A section titled 'NUESTRA FIRMA' describes the company's history and services. Below this, a section titled 'Registro ante autoridades' lists the company's registration with various Mexican government agencies.

GRUPO S C C
SERVICIOS CORPORATIVOS DE CANCUN

Directorio | Mapa del sitio | Contacto

- Inicio
- Gaytan Saules & Asoc.
- Serv. Corporativos de Cancún
- Corporativo Eniac
- Importaciones Holística;
- Icalde S.C.
- Comercializadora Gaysa S.A. de C.V.

GRUPO S C C
SERVICIOS CORPORATIVOS DE CANCÚN

Compromiso con tu Empresa
Llámenos Tel/FaX (998) 884 2186
887 4364, 887 4374

¿Podemos ayudarle en algo?
Estamos ubicados en:
A.v. Contoy SMz.17 Mz. 4 Lote 48 No. 1
Cancún, Quintana Roo CP 77500
<Ver plano de ubicación>

Inicio

Quienes somos?

Objetivo

Misión

Estructura Org.

Servicios

Clientes

Directorio

Ubicación

NUESTRA FIRMA

Es una sociedad de contadores públicos y asesores constituida el 30 de abril de 1992, dedicada a la prestación de servicios profesionales en las áreas de Auditoría, Asesoría, Contabilidad y Capacitación; funcionando actualmente bajo la denominación Visión Empresarial GL, S.C.

Registro ante autoridades

- *Administración General de Auditoría Fiscal Federal- S.H.C.P.*
- *Instituto Mexicano del Seguro Social e INFONAVIT.*
- *Instituto Mexicano de Contadores Públicos, A.C.*

1



Nuestra organización cuenta con profesionales, pasantes de la carrera, estudiantes a nivel profesional avanzado, personal administrativo y de servicio, los que en su totalidad ascienden a 25 colaboradores.



GRUPO SCC
SERVICIOS CORPORATIVOS DE CANCÚN

Proveemos servicios profesionales de contabilidad, auditoría, fiscales y financieros, que satisfacen totalmente las necesidades de nuestros clientes,



- Auditoría Externa



- *Dictamen de Estados Financieros*
- *Dictamen de Estados Financieros con extensión fiscal*
- *Operacional*
- *Administrativa*
- *Dictamen de Impuestos Estatales*



GRUPO S C C
SERVICIOS CORPORATIVOS DE CANCÚN

- Auditorías especiales



- *Revisiones limitadas*
- *Dictamen fiscal para efectos de enajenación de acciones y partes sociales*
- *Dictamen para efectos de I.M.S.S. e INFONAVIT*
- *Trabajos Especiales.*
- *Informe de los Contadores Independientes Sobre Información Financiera Proyectada*
- *Informe de los Contadores Independientes Sobre el Examen de Información Financiera Pro Forma*
- *Informe de los Contadores Independientes Sobre el Control Interno Contable*



GRUPO S C C
SERVICIOS CORPORATIVOS DE CANCÚN

- Asesoría Fiscal



- *Diagnóstico, análisis y corrección a su situación fiscal*
- *Cálculo de impuestos federales, IVA, ISR, dentro de los plazos señalados por la legislación fiscal*
- *Cálculo de impuestos locales, impuesto sobre nóminas, contribuciones municipales, entre otros, dentro de los plazos señalados por la ley*
- *Declaraciones informativas mensuales, DIOT, entre otras*
- *Capacitación fiscal y contable de conformidad con los requerimientos del cliente*
- *Devolución & compensación de impuestos federales (IVA, ISR).*
- *Atención de requerimientos del SAT y soluciones integrales sobre optimización fiscal*
- *Elaboración y presentación de declaración anual e informativas*



GRUPO S C C
SERVICIOS CORPORATIVOS DE CANCÚN

- Asesoría Financiera.



- *Proyecciones Financieras y plan de negocios*
- *Análisis de recuperación de la inversión*
- *Razones financieras y punto de equilibrio*
- *Costo de deudas*
- *Revisión de su sistema contable, incluyendo si un análisis sobre su control presupuestal.*
- *Codificación de catalogo de cuentas según características particulares de cada compañía.*
- *Implementación de Normas de Información Financiera.*
- *Establecimiento de controles internos & administrativos para su organización*



GRUPO SCC SERVICIOS CORPORATIVOS DE CANCÚN

PRINCIPALES CLIENTES

- Grupo Xcaret,  
- Grupo La Voz de México 
- Incentivos Vacacionales
- Asociación de Colonos de Puerto Aventuras, AC 
- Bay View Grand, AC 
- Grupo Vía Delphi 
- Marina Acuario, Delfines Interactivos 
- Emerald Tower & Spa, AC 
- Grupo Ritco (Constructoras)
- Hotel Xcaret México
- Simicun (Farmacias Similares) 
- Porsche 
- 32 auditorias más



COLONOS
Puerto Aventuras

ITEM 8

**REPORT ON THE SALE OF
LOTS 3, 4 AND 5 OF BAHÍA
AKUMAL IN PLANO 3 OF
MANZANA 31.**

ITEM 8

REPORT ON THE SALE OF LOTS 3, 4 AND 5 OF BAHÍA AKUMAL IN PLANO 3 OF MANZANA 31.

Being July 8, 2022 and with the commitment to finish the Assembly's booklet in due time, we spoke with the buyers, commenting that the transaction will be closed on Wednesday, July 13 of this month.



COLONOS
Puerto Aventuras

ITEM 9

GENERAL MATTERS