# ANNEX No. 1 LETTER OF SUBMITTAL OF THE TENDER

Bogota D. C. SIRS: FONDO NACIONAL DE TURISMO - FONTUR PROPERTY TRUST City
REF: Open invitation to submit Offers No. () [2014].
The undersigned, with ID C.C.No of: legally authorized to act on behalf of, Nit, after carefully examining the terms of reference and its addendanumbers, and receiving the requested clarifications, presented tender for award in concession of the Hotel EI Prado in the city of Barranquilla.
For this purpose I declare:
<ol> <li>That this tender and the contract to be executed only commit the bidder.</li> <li>That we are not in the grounds of ineligibility or incompatibility laid down in the Constitution or the law.</li> <li>We know the terms of reference and its annexes and we accept their conditions.</li> <li>That we are committed to comply with the obligations of purpose of the contract, in the form and time limit set in the terms of reference and its addenda.</li> <li>That if the contract is awarded to us the contract, we are committed to give Bonds required and to sign the contract, within the terms laid down for this purpose.</li> <li>That we know the laws of the Republic of Colombia that govern this contract.</li> <li>The price offered in the tender is valid for a term of four (4) months from the date of signature of the contract.</li> <li>This tender consists ofduly numbered folios.</li> </ol>
Kind regards
Company name: NIT: Name and signature of legal representative: Professional registration No. ID CC No., address, City, Phone, Email, Fax
Signature of the Legal representative

#### STATEMENTS FROM OFFEROR

[City and date]

TO: TRUST PROPERTY FONDO NACIONAL DE TURISMO - FONTUR Attn. [NAME] Carrera 13 No. 28-01 8th Floor Bogotá D.C.

The undersigned, on behalf and representing [name of the Bidder. In the case of a Plural Structure, write the name of the Plural structure, and the name of each of its members] by means of this Tender in development of public invitation No. (NUMBER) opened by FONTUR in order to "select the most favorable tender of one (1) Concession Award Contract whose purpose shall be to Award in Concession the business establishment called "HOTEL EL PRADO" in the city of Barranquilla.

As a result of the foregoing, in this letter we state and undertake to the following:

- a) That not any other person or entity other than the persons referred to in the heading of this letter has a stake in this Tender or shall participate in the contract that might be awarded to us as a result of the Award of this Public Invitation and that, therefore, only the undersigned are linked to this Tender.
- b) That we have studied, we know, understand and accept the contents of the terms of the invitation, annexes, attachments and other documents that comprise it, including all its addenda (NAME numbers and dates of the addenda, if any), of the Public Invitation No. [NAME], as well as other conditions and information necessary for the submittal of this Tender, and we fully accept all the requirements, obligations and rights under these terms and documents.
- c) That we have visited the business establishment called the Hotel el Prado that is the purpose of this invitation and have taken careful note of its characteristics and needs in terms of investments aimed to keep the business establishment in 5-star standards during the duration of the concession.
- d) That our Tender meets each and every one of the requirements and conditions set forth in the invitation documents, and does not include exception or any conditioning for the Award.
- e) That there is no falsehood in our Tender.
- f) [To natural or legal persons] That the undersigned, on behalf and representing the Bidder states that in case of being awarded, I unconditionally forced myself to sign and execute the Concession contract of which I am awarded, in the terms and conditions of the Concession contract minutes attached to the Bidding conditions.
- g) [Consortiums and Joint ventures should state the following] That the undersigned, acting on behalf and representing of the members of the Bidder [NAME OF, Plural structure] state that in case of being awarded, we jointly and unconditionally force ourselves to sign and implement the Concession contract of which we are awarded, in the terms and conditions of the Concession contract minutes attached to the Bidding conditions.

- h) [The Commitments to Incorporate a Company Contract must state the following] undersigned, acting in the name and representation of the members of the Bidder [NAME OF PLURAL STRUCTURE] that signed the commitment to incorporate a company contract, we state that, in case of being awarded, we jointly and unconditionally force ourselves to assume all the obligations arising from our Tender and from the award until the effective signing of the Concession contract mainly of establishing the company which shall sign and execute the contract of Concession and capitalize on it in the amounts set out in the terms. After the Concession contract signed with the company thus established, the obligations arising from it shall be assumed by the new company, without prejudice to the performance of the provisions of the terms of the invitation.
- That in accordance with the terms herein we have attached all of the documentation requested therein.
- j) That at the request of the FONTUR FONDO NACIONAL DE TURISMO, we force ourselves to supply any information required for the correct evaluation of this Tender.

Under oath we state that: (i) we are not personally or at corporate level, in none of the grounds of ineligibility or incompatibility provided for in Article 8 of Law 80 of 1993, in paragraph 4 of Article 38 of Law 734 of 2002 and other legal provisions in force; (ii) we are not found in any ground of dissolution or liquidation; (iii) we are not in a restructuring process as envisaged in Law 550 of 1999; (iv) we are not in a process of compulsory liquidation or reorganization proceeding; (v) we are not reported in the existing responsible fiscal bulletin, published by the Comptroller General of the Republic, in accordance with the provisions of paragraph 4 of Article 38 of Law 734 of 2002, in accordance with Article 60 of Law 610 of 2000.

[Required only if the validity of the Bidder or any of its members does not cover the minimum term of validity required in the Bidding conditions.] Taking into account that the duration of the company [NAME] is below the estimated Total time contract and five (5) years more, we attached in this Tender a certification of competent corporate body, certifying the commitment of the company [NAME] to reform its statutes to comply with that time limit in case we might be awarded the Concession contract for the economic exploitation of the HOTEL EL PRADO. As a result, should be awarded, we commit ourselves to FONTUR that the company [NAME] shall reform its statutes and we shall present evidence of the registration of such a reform on the certificate of existence and legal representation before the signing the Concession Contract.

Kind regards
Bidder (and its members) [NAME]
Signature of the Legal Representative of the Bidder

### **ECONOMIC TENDER**

TO FONDO NACIONAL DE TURISMO - FONTUR Carrera 13 No. 28-01 8<sup>th</sup> Floor Bogotá D.C. [DATE]

REFERENCE: Open invitation No. [NAME]

**Economic Tender** 

Dear Sirs:

By this, the undersigned acting on behalf and representing [NAME of the Bidder] [NAME of Plural structure] formed by [NAME of each of the members of the Plural structure] and in development of the process of public invitation of the reference, would like to present Economic Tender for the award of one (1) Contract of Concession, whose purpose shall be award in concession of the business establishment named -"HOTEL EL PRADO" in the city of Barranquilla, in the following terms:

	VALUE OF THE FIXED CONSIDERATION
	\$
VALUE IN LETTERS:	

VALUE OF THE VARIABLE CONSIDERATION CASH PAYMENT
\$
VALUE IN LETTERS:

In case of being awarded, I accept the terms and conditions of the contract minutes.

Name Identification Position

# GUARANTEE TEMPLATE GRANTED BY THE PARENT COMPANY OF THE BIDDER OR THE MEMBER OF THE PLURAL BIDDER

We certify in this document that [NAME OF PARENT COMPANY OF THE BIDDER OR THE BIDDER PLURAL MEMBER], [LEGAL NATURE], domiciled at [PLACE] and represented by [NAME OF THE LEGAL REPRESENTATIVE], who henceforth and for all purposes shall be called, undertakes to guarantee the obligations of [NAME OF BIDDER OR MEMBER OF THE STRUCTURE PLURAL] (the "one Guaranteed") awarded to the one guaranteed in its capacity as [Bidder/member of the Bidder Plural structure] of the process of Public Invitation No. [NUMBER], opened by the FONDO NACIONAL DE TURISMO - FONTUR, including (i) the Constitution of the unique Bond of Performance and of the letter of standby credit; and (ii) the performance of all the obligations arising from the contract of Concession (the Guaranteed Obligations), under the conditions set forth in this document (hereafter the "Guarantee").

### FIRST CLAUSE - DEFINITIONS

For a proper interpretation of this Guarantee provided that the initial letter of a term appears in capital letters it shall have the meaning assigned to it in this Guarantee or if is not defined, it shall have the meaning provided for in the terms of the invitation No. [NUMBER] or in the Concession contract.

## **SECOND CLAUSE - PURPOSE**

The Guarantor, by means of this document, grants irrevocable guarantee in favor of the FONTUR FONDO NACIONAL DE TURISMO, to ensure the performance of all and each one of the Guaranteed Obligations. In relation to the affirmative covenant derived from the performance of the Guaranteed Obligations, this Guarantee shall be limited to the participation of the one Guaranteed, this participation that for purposes of this Guarantee corresponds to [PERCENTAGE OF PARTICIPATION THAT THE MEMBER HAS IN THE PLURAL STRUCTURE OR THE ONE HUNDRED PERCENT (100%) IN THE CASE OF BEING BIDDER].

In relation to the affirmative covenant it would apply what is stated in the fourth clause of this Guarantee.

### THIRD CLAUSE - AMOUNT

The amount of this Guarantee conforms to the amounts of the Guaranteed Obligations.

# FOURTH CLAUSE - PROCEDURE FOR THE COMPLETION OF THE GUARANTEE.

The procedure for the completion of this Guarantee is subject to the what is designated below. In any case, when FONTUR notifies the Guarantor that he should honor the Guarantee for the non-compliance of the Concession Holder of one or more of the Guaranteed Obligations, the Guarantor shall: (i) pay the sums that might apply in the case of a Guaranteed Obligation of affirmative covenant, according to the percentage mentioned in the second clause of this Guarantee; and (ii) if it is an obligation of affirmative covenant, the Guarantor may execute the obligation to make available directly or through third parties contracted for that effect, or assume the cost of the sanctions agreed in the Concession contract by the non-compliance of the Guaranteed obligations unfulfilled. The deadline for honoring the Guarantee shall be determined by FONTUR depending on the nature of the non-compliance of the guarantee, but in no case shall be less than five (5) business days.

Without prejudice to the express waiver to the benefits of division and exclusion set out in the aforementioned Guarantee, the parties agree that to make effective or enforceable any obligation this Contract by the guarantor, the following procedure shall be followed:

- a. The Guarantee shall be effective by FONTUR when there is non-compliance of the Concession holder's obligations specified in the contract.
- b. When there is a breach with the obligation, FONTUR may require the performance of the obligation breached to the guarantor under the terms of the Guarantee.
- c. For specific cases related to the non-compliance of obligations of affirmative covenant, FONTUR may require the guarantor at any time.
- d. In all cases, if the obligation breached is covered by a stand by letter of credit, FONTUR shall notify the Guarantor of the non-compliance before cashing out the stand by letter of credit and at the choice of the Guarantor it may choose to (i) comply with the obligation under the letter of standby letter of credit and in this case FONTUR shall set a term for the performance of such obligation of the Guarantor, after that if it failed to comply with the obligation, FONTUR shall cash out the stand by letter of credit; or (ii) leave FONTUR cash out the stand by letter of credit with just a notification in this regard within the five (5) days following notification of the FONTUR or its silence.
- e. The other bonds provided for in the contract shall be executed against the Concession holder if within five (5) days of notification by FONTUR to the Guarantor, it does not reply or points to FONTUR that according to the terms of the Guarantee it is applicable to assume the costs of the non-compliance of obligation.

# <u>FIFTH CLAUSE - ASSIGNMENT BY THE ONE GUARANTEED OF ITS POSITION IN THE CONCESSION HOLDER.</u>

If the one guaranteed assigns to any entitlement its position or participation in the Concession Holder, in the terms and conditions laid down in the Concession contract, it shall mean that this Guarantee ends when the assignment is formalized. For all purposes, it means that the assignment includes any form of transfer of the participation of the one guaranteed in the Concession holder. The foregoing, unless the assignment occurs to a same real beneficiary of the one guaranteed, this term is defined in the applicable law, in which case this Guarantee shall not end.

### SIXTH CLAUSE SPECIAL STATEMENTS FROM THE GUARANTOR.

For Guarantor this Guarantee is considered an autonomous and fully binding obligation and the Guarantor has the authorizations and ability to sign this document.

The Guarantor expressly waives the benefits of excussion and in relation to the benefit of division only waives in the event referred to in the fourth paragraph (ii).

### SEVENTH CLAUSE - CONDITION PRECEDENT AND VALIDITY

The validity of this Guarantee is conditioned only to [the one guaranteed in its condition of Bidder/Bidder which is member the one guaranteed] is the awardee of the contract of Concession. If the condition is verified, it shall start the validity of this Guarantee until the completion of the Obligations Guaranteed in the terms and conditions specified in the Concession contract. If the condition is not verified, it means that the obligation of the Guarantor was never originated.

## **EIGHTH CLAUSE - TERMINATION**

The Guarantee shall end at the signing of the Act of Liquidation of the Contract of Concession.

## **NINTH CLAUSE - NOTIFICATIONS**

Any notice given to the exercise of the rights of the parties under this Guarantee shall be made in writing to the following addresses:

To the FONDO NACIONAL DE TURISMO - FONTUR Attn. Manager Unit management of Assets Address: Calle 28 No. 13 A-24. Floor 6th Tower B, Museo del Parque Building. Bogotá D.C. Colombia

To the Guarantor Attn. [INCLUDE] Address [include] City [Include] Country

To the guaranteed Attn. [INCLUDE] Address [include] City [include] Colombia [include]

## **TENTH CLAUSE - LAW**

This Guarantee shall be fully governed by applicable law. The applicable law shall be that in force in the Republic of Colombia, the political Constitution, Colombian Civil Code, commercial code, and other concordant regulations, as well as the Manual of recruitment procedures for the management and sale of Properties of FONTUR and the General principles of public procurement.

# **ELEVENTH CLAUSE - DISPUTE RESOLUTION**

Any dispute arising on the occasion of the interpretation, completion and/or termination of this Guarantee, shall be decided according to the procedure agreed in the Concession Agreement undersigned by the [guaranteed/Concession holder which is a member the guaranteed] and that the Guarantor expressly agree to apply for the purposes of this instrument.

In witness thereof it is signed in the city of [NAME], on [DATE] (2013) in three (3) copies of the same content, to the FONDO NACIONAL DE TURISMO - FONTUR, the Guaranter and the one Guaranteed.

# **ANNEX No. 5 EXPERIENCE IN HOTELS OPERATION**

Name of the Biddel Legal Representati Name of the parent Name of the person Percentage of parti	ve: t and/or controlled certifying the ex	perience:			
HOTEL	LOCATION CITY/COUNTRY	NUMBER OF ROOMS (4)	PERSON WHO CARRIED OUT THE OPERATION	OPERATION (DD/MM/YYYY) (3)	CLASSIFICATION BY NUMBER OF STARS (5)
				PROW   10	
Signature of the Le	gal representative	of the Ridder			
Name:	•				
ID:					

- To certify experience gained under forms of partnership must be compliant with what is stated in paragraph 4.7 of the terms of the invitation.
   The continual operation of hotels for minimum 5 years prior to the submittal of the tender.
   That the hotel operation of the last year is of a minimum of more than 250 rooms.
   Within the experience over the past year they have been operated a minimum of one (1) five (5) stars or equivalent Upper Upscalee international hotel.

# CERTIFICATION TEMPLATE OF SOCIAL SECURITY PAYMENTS AND PARAFISCAL CONTRIBUTIONS

The undersigned Statutory Auditor [NAME] and/or Legal Representative [NAME] (if needed in accordance with the legal requirements) of the company [NAME], identified with NIT No.. [NUMBER] certify that the mentioned company has made payments of social security and parafiscal contributions corresponding to payroll or the past six (6) months prior to the date of submittal of the tender.

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PAYMENTS OF SOCIAL SECURITY AND PARAFISCAL  CONTRIBUTIONS	CORRESPONDS TO THE PAYMENT					
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Professional Risk (specify ARP)						
Pensions (Specify Pension Funds)						
Parafiscal Contributions:						
Family Compensation Funds (Specify Funds)						
Institute of Family Welfare ICBF						
National Training Service SENA						

(Mark with an X the appropriate box)

If there is any payment agreement with one of the above mentioned entities, a certificate issued by the corresponding entity which specifies the performance of the payment of the obligation must be attached.

(The firms or companies forced to have tax audit in accordance with the legal requirements, must submit the certification signed by the Statutory Auditor registered with the appropriate Chamber of Commerce).

Issued in [NAME OF THE CITY] on [DATE] of 2014.

Signature Name [NAME] Acting as [NAME]

Statutory Auditor Name [NAME] TP No. [NAME]



To the Supplier: If you belong to the common system fill in all the form If you belong to the simplified system fill in the shaded fields as a minimum.

IF THE CONTRACT EXCEEDS THE VALUE OF 300 SMMLV PLEASE FILL IN THE FORMS FTCR01, 02, 03 AND FTJA03, WITH ITS ANNEXES

# SUPPLIER REGISTRY FORM FTJA11

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If it's for payment		account	attach										
Certification form	the bank												

Anti-corruption commitment form and process integrity.

Commitments undertaken by the Bidder

The bidder shall support the action of the Colombian State and, in particular, FIDUCIARIA COLOMBIANA DE COMERCIO EXTERIOR S.A. FIDUCOLDEX S.A.-SPOKESPERSON of the TRUST, PROEXPORT COLOMBIA to strengthen the transparency and accountability, and in this context must explicitly undertake the following commitments, without prejudice to their obligation to comply with the Constitution and Colombian Law, as follows:

- The bidder undertakes not to offer, or deliver gifts, entertainment, gifts, favors or any other kind of benefits, to officials, or relative in the fourth degree of consanguinity and second of affinity and first civilian in connection with its tender, with the invitation or contracting process, or the completion of the contract that can be executed as a result of its tender.
- The bidder undertakes formally to issue instructions to all its employees, agents, advisers, and any other of his representatives and demanding performance at all times of the Laws of the Republic of Colombia, and especially those that govern this invitation and the contractual relationship that may arise from it. Likewise he will impose the obligation of not offering or delivering gifts, entertainment, gifts, favors or any other kind of benefits, to any official or contractor that may influence the award of its tender, either directly or indirectly.
- The bidder undertakes formally not to carry out with third parties agreements or acts or behaviors that have as their purpose the distribution of the award of contracts which is which is the subject of this invitation, or the fixing of the terms of the tender.

The consequences of the non-compliance of the anti-corruption commitment shall be applied according to the verification that it is made and shall report the fact to the competent judicial authorities in the case that the identified fact constitutes infringement sanctioned by Colombian criminal law.

SIGNATURE OF THE	LEGAL REPRESENTA <sup>-</sup>	ΓΙΥΕ
Name		
C. C. No	of:	
Business Name		
NIT No		
Address		
E-mail		
Telefax		
City		

# CREDIT RATING AGENCIES AUTHORIZATION FORMS

I,									
PARAGRAPH: This authorization is extended so that FIDUCOLDEX can share information with third public or private parties, whether they have the status of sources of information, operators of information or users, with whom the customer has legal links whatsoever, all pursuant to legal regulations within the framework of the risk management system of laundering Assets and financing terrorism SARLAFT of FIDUCOLDEX S.A.									
FINGERPRINT REGISTRAT	TION								
Signature and ID Number of the Re									
Fingerprint (Right Index) City and date:									
Whoever provides information that does not correspond to reality in private document. Art. 221 - 222 C.P.C.	r incurs in the crime of misrepresentation								

# ANNEX No. 10.



# **Customer Knowledge Form Legal Person**

FTCR03

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# **Customer Knowledge Form Legal Person**

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That the resources that I gave									
1. That the resources that I ga	ve and will give to Fit	DOCOLDEN COL	ne nom the for	owing source	s (detail, occupation, pri	oression, pusines	5, etc.).		
3. That there made do not some	from any illness activ	ibu umdar blan	Calambian Dans	d Cada Law 5	00 × 6 2000 / A + 2221 ×	e la mari laval mila	which modifies as adds it		
2. That these goods do not come									
<ol><li>That I will not admit third part</li></ol>				of unlawful a	ictivities under the Colo	mbian Penal Cod	e, Law 599 of 2000, or perform		
transactions intended for such act	the state of the s								
4. Likewise, I declare that resource	es that I receive by F	IDUCOLDEX, 5	.A., have a lawf	ul destination	and will be used				
to:				17.420.00					
5. I will immediately report any ci	rcumstance that mor	difies this Decl	aration.						
6. I authorize to liquidate the co	ontracts that link me	with FIDUCC	LDEX S.A. in th	ne case of vio	lation of any of the pre	ceding paragrap	hs, or in the event that by the		
application of standards subsequ	ently enacted to the	signing of th	is document are	e invalidated	by statements made by	myself, therefo	re exempting FIDUCOLDEX S.A.		
from all liability arising by incorre	ct, false or inaccurate	e information	that I have prov	rided in this d	ocument, or from the vi	olation of the sar	ne.		
7. I commit myself to update at le	ast once a year, the o	lata and inforn	nation that migh	ht be required	by FIDUCOLDEX. S.A.				
AUTHORIZATION, REPORT	THE AND CONSULTAT	ION TO THE CIE	N ALTHODISATI	DAI EVODESE TO	PERCET CONSULTANT	SHADE INCODERATE	DN CONTAINED IN THE		
AUTHURISATION, REPORT					FROM OTHER COUNTRIES		DIV CONTAINED IN THE		
I an about a visit and the last of and the							A so she Booking Association and		
I authorize on its own behalf and/or financial institutions of Colombia AS									
the birth, execution, modification, I			2.00			AND THE RESERVE THE PROPERTY OF THE PARTY OF			
operator, and/or source of informat									
and other rules that modify, clarify									
and from other countries, pertaining									
principles, terms and conditions en									
FIDUCOLDEX can share or circulate									
of information, operators of inform									
2008 and provisions of legal regula	tions within the frame								
and other rules that modify it, clari-	fy or regulate.								
	SI	GNATURE AND	FINGERPRINT	OF THE LEGA	L REPRESENTATIVE				
Under oath I manifest that all data	entered in this form	are certain an	d in proof of th	is. I sign and r	egister the fingerprint as	follows (not pro	xv):		
				on Go on any	O	Transfer Property	-11-		
							4		
						Digital India - Fina	int.		
المالية البالية البالود المالية				200		Right Index Engerpr	rig.		
The name of the client/Legal Rep.			ture of the custo	omer/Legal Re	p.				
Identity Card No.:		Date:	DD/MM/YYYY						
(Signature of legal Power Attoern	y is not accepted)								



# Customer Knowledge Form Legal Person

ANNEXED DOCUMENTS										
Prior authorization of incorporation issued by the competent authority for those entities that by law require it, if applicable.										
Photocopy of ID (RUT-NIT).										
Certificate of existence and legal representation (not more than 30 days of issued).										
Photocopy of identity card of the legal representative and authorized signatures.										
Photocopy of statement of income of the last taxable period.										
Financial statements certified by public accountant or revising tax of the last two years.										
Ownership History Certificate of the Real Estate Property to be delivered in trust if required with no more than 30 days of issued.										
Certification from Statutory Auditor or Accountant if exempted from Taxes to Financial Movements										
Acceptance re	gulation CCA fo	or adherents to the I	und.							
Acceptance re	gulation private	e equity funds								
			SDF	CIAL ANNEXES TO	STATEENTITIES					
Certificate of budget availability Documents certifying Legal Person										
		gal Representative				in accordance with the Auditor Gene	eral's Office			
incasta of ripp	omancar co		FOR SOURCE OF							
LEA	ASES	Copy of the contr	act and certificate o	f freedom and tra	dition of the building	3.				
SALE OF R	EAL ESTATE	Photocopy of pro	mise of sale or owne	ership history cert	ificate of the building	g				
INHERI	TANCES	Public deed of su	ccession or judgeme	ent of succession.						
PUBLIC TRANS	SPORT SERVICE	Photocopy of the	card's ownership of	the vehicle and o	riginal certificate of	bonding with the contracting compan	iy.			
SAV	INGS	Photocopy of the	securities issued by	the financial instit	tution and a photoco	ppy of the bank statements of the last	t 3 months			
			EXCLUSIVE S	PACE FOR THE TR	RUST					
		FACE	TO FACE INTERVIEW		TELEPHONE	NTERVIEW				
Date:		Time			City		Official's Name			
Department			Observations		1:-					
Signature										
			VERIFI	CATION OF INFOR	RMATION					
Commercial Reference	Date:	Time		Observations						
Financial Reference	Date:	Time		Observations						
Full Name of O	fficial confirmir	ng information				Signature of official confirming infor	rmation			

#### FORM 2A MEMBER OF THE OFFEROR'S FINANCIAL INFORMATION

Name of the Bidder  Name of the Member of the Bidder  Name of the Parent or controlled compan	y (in case it applies)		
(+) Current assets	(+)Current assets	(+)Total liabilities	
(-) Current liabilities	(/)Current liabilities	(/) Total assets	
(=) Working capital	(=)Liquidity index	(=)Debt level	%

For Colombian Bidders or Colombian members of plural structures: We the undersigned certify that the data entered in this form is true because the company complies with the provisions of the accounting rules that govern it and we submit to the provisions of Article 43 of Law 222 of 1995, without prejudice to criminal sanctions that might take place. Likewise, we declare that both the Accountant and the Statutory Auditor have not been sanctioned by the central Board of Accountants and have at the date of closing have the existing registration certificate at the date of the invitation.

For Foreign bidders or foreign members of plural structures: the undersigned state that the data entered in this Form is true inasmuch as the company complies with the provisions of the accounting rules that govern it and is subject to the applicable law of the jurisdiction of its incorporation. The accountants and auditors who signed below certify that (i) we have the status of accountant or auditor under the jurisdiction of origin of the Bidder or foreign member of the Plural structure; and (ii) [we have the registration number which appears next to our signatures issued by the public agency that gather accountants or auditors in the jurisdiction of origin of the Bidder or foreign member of the Plural structure / we declare there no entity that gathers accountants and Auditors in the jurisdiction of origin of the Bidder or foreign member of the Plural structure].

The undersigned Legal Representative of the Bidder or foreign member of the Plural structure declares that the accountant who signs this Form is an [employee / contractor] of the company I represent and the auditor has been appointed as such by the competent body of the company. Certification of the company that made the [audit/audit] through which is certified is appended to the [auditor/reviewer] undersigned this form is employed by the same.

Signature Name Identification Position	Legal representative of the Bidder	Signature Name Identification Position	Legal representative of the Member of the Bidder	Position	Signature Name Professional card Position
* 500	fill in instructions			Accountant of the Member of the Bidder	Statutory Auditor or Auditor of the Member of the Bidder

# FORM 2A INSTRUCTIONS

#### Instructions:

In the case of plural structures each of its members must fill in a form 2A. If certifying third parties qualifying requirements in accordance with paragraph 3.4. the terms of the invitation, the information of the Form 2A shall correspond to the company whose qualifying requirements are being certified (controlled or parent company or controlled by the parent company, as applicable) and the form must be signed by the legal representative, accountant, and Statutory Auditor/auditor of the controlled, parent company or controlled by the parent company, as appropriate. Likewise, in the event of certifying the qualifying requirements of the parent company, the information must be given in this form based on the Financial Statements which determine the payment of taxes and the distribution of dividends from the parent company.

The figures recorded for the last cut should be verifiable in the audited financial cut to December 31, 2012 or the last ordinary closing accordingly. Figures recorded for the penultimate cut must be verifiable in the audited financial cut to December 31, 2008 or the penultimate regular closing accordingly. The entered figures must be submitted as stipulated in Chapter 3 of the terms of the public invitation.

#### Glossary:

CURRENT ASSETS.- Current assets.- refers to those assets which are susceptible of becoming cash in less than a year. CURRENT LIABILITIES.- Current liabilities refer to liabilities that the company must pay in a period exceeding or less than one year. WORKING CAPITAL.- They are resources that the company requires to operate if all short-term liabilities are paid. In this sense the working capital is current assets less the

TOTAL ASSETS.- The financial Representation of a resource retrieved by the economic entity as a result of past events, whose use is expected to flow to the company in future economic benefits.

TOTAL LIABILITIES.- The financial representation of a present obligation of the economic entity, arising from past events, which recognizes that in the future it must transfer resources or provide services to other entities.

LIQUIDITY INDEX.- Corresponds to the current assets divided into current liabilities. It determines how many pesos of current assets for every peso that we have to pay in a year.

DEBT LEVEL.- Corresponds to the total liabilities divided into the total assets, multiplied by 100. It designates the proportion in which the creditors participate on the total value of the company.

# FORM 2B FINANCIAL INFORMATION OF THE OFFEROR

Name of the Bidder		

		nber 1 ame:		nber 2 ame:		nber 3 me:		nber 4 ame:		nber n ime:	Total (CT M1*P M1 + CT M2*P M2 + CT M 3 * P M3 + CT M4*P M4 + CT n*P Mn)
	Working capital (CT M1)	Participation % (P M1)	Working capital (CT M2)	Participation % (P M2)	Working capital (CT M3)	Participation (P M3) %	Working capital (CT M4)	Participation % (p. M4)	Working capital (CT n)	Participation (P Mn)	,
WORKING CAPITAL	,		,		,		,				
											Total (IL M1 * P M1 + IL M2* PM2 + IL M 3*P
	Liquidity index (M1 IL)	Participation % (P M1)	Liquidity index (IL M2)	Participation % (P M2)	Liquidity index (IL M3)	Participation (P M3) %	Liquidity index (IL M4)	Participation % (p. M4)	Liquidity index (IL n)	Participation (P Mn)	M3 + IL M4"P M4 ++ IL n * P Mn)
LIQUIDITY INDEX											
											Total (NE M1*P M1 + NE M2* P M2 + NE M
	Debt Level (NE M1)	Participation % (P M1)	Debt Level (NE M2)	Participation % (P M2)	Debt Level (NE M3)	Participation (P M3) %	Debt Level (NE M4)	Participation % (p. M4)	Debt level (NE n)	Participation (P Mn)	3 * P M3 + NE M4 * P M4 ++ NE n * P Mn)
DEBT LEVEL											

Signature	
Name	
Identification	
Position	Legal representative of the Bidder

INDICATORS OF PLANT MANDA	ORY?	COMPLIES?
Establishment Plant		
Building		
Lighting of emergency in all public areas and/or circulation.	NO	1
Architectural signage.	NO	1
Security signage (preventive, information and emergency) in accordance with the emergency plan.	NO	1
An emergency system that ensures the provision of the service of energy in all areas of the hotel.	NO	1
Electrical outlets in all areas.	NO	1
Cover for rain at the main entrance.	NO	1
Parking		
Inside or outside the hotel private parking, equivalent to 25% of the rooms, must meet the required safety standards.	NO	1
At the parking area, signs of identification, delineation, lighting, that guarantees the safety of the vehicle.	NO	1
Entrance of customers		
The hotel must as a minimum have an area of temporary parking in front of the hotel that does not interfere with vehicular and pedestrian flow.	NO	1
Service entrance		
The hotel should minimum guarantee that service personnel entrance is independent of the one for guests.	NO	1
Green areas		
The hotel must as a minimum have a program and records of maintenance of the green areas that ensure its good condition, if it has them.	NO	1
Public spaces		
- mergency		
Smoke or heat detectors, according to technical concept of the competent authority.	NO	1
Mechanisms of fire extinguishers, according to technical concept of the competent authority.	NO	1
General fire alarm.	NO	1
Exhaust or emergency, according to technical concept of the competent authority.	NO	1
	NO	1
An emergency plan that includes drills for fires, natural disasters, criminal acts, accidents of employees, guests and visitors, as well as have staff trained to implement the emergency plan.	NO	1
An effective system of communication with coverage in corridors, hallways and public areas.	NO	1
Elevators		
Elevators if it has three (3) floors or more.	NO	1
Service elevator if it has three (3) floors or more.	NO	1
An elevator of 1.2 m x 1.2 m x 2.1 m high for every 90 rooms, or a number of elevators that address this need.	NO	1
Reception		
Have a qualified with the guest registration desk.	NO	1
Have a living room for guests, independent of the reception area.	NO	1
Ensure that the immediate exterior area of the establishment is clean and illuminated, without obstacles that hinder direct access.	NO	1
A different reception space dedicated to receipt of attendees at events (where applicable)	NO	1
Ensure were converters of voltage and power adapters at the request of host.	NO	1
Have safe box or vault.	NO	1
Have a closed and broad place that ensure the security of customer items, ensuring that all suitcases, packages and other luggage of individual	NO	
customers are clearly identified, to ensure delivery to its owner.	NO	1
Corridors / walkways		
The hotel must have minimum dimensions of: 1.5 m wide x 2.05 m high.	NO	1
Public baths		
Separate bathrooms for each gender.	NO	1
In the bathrooms, a mechanism of ventilation or mechanical removal of odors.	NO	1
More than one battery of bathrooms.	NO	1
The following elements for the provision of services: basket for papers with cover, hand dryer, towel dispenser, soap dispenser, carrying paper rolls,		
toilet with ring and lid, urinal, sink, mirror, fixed hook to hang bags and clothing, diaper changer.	NO	1
Non-slip floor.	NO	1
Air conditioning		
Hotel should at least secure in their enclosed areas a temperature between 16° C and 24° C.	NO	1

Rooms Dimensions and general information		
Have rooms junior suite of 42 m2 (including bathroom and closet).	YES	1
Have rooms 60 m2 suite; (Including bathroom and closet).	YES	1
Ensure that standard rooms with circulation areas and the following items of plant, accessibility and service, must also have: door in each one of the rooms; the dimensions of the door of entry of 2 m high by 0.8 m wide; at the entrance of the rooms; beephole, chain or pivot and PIN; electronic locks; on windows: a mechanism for closing that ensures safety; an adjustable air conditioning system; double bed 1.40 m x 1.90 m for rooms with two beds; queen bed of 1.60 m x 1.90 m for rooms with a bed; nattress in every one of the beds with their current rotation date; surface to write (table or desk) and Chair; night table in rooms	123	
with two beds; two night tables in rooms with double bed; a Chair or sofa position for each bed; frawer or closet with shelves or drawers; a decorative element; a free electrical outlet available for use; service of wireless nternet or internet access without phone service; general lighting; two lamps; the power switchable in the entrance and near the beds; instructions for emergency and evacuation in a conspicuous place at the entrance of the room; a tourist guide of the city; TV with national and international channels signal; 25-inch TV; remote control for the TV; ohone; tariffs on a visible place; safety box; full-length mirror; a trunk; paper and envelopes; National journals at the request of he guest; newspaper at the request of the guest; mini bar with refrigerator service; at the request of the guest video playback levice; two pillows per each guest and an additional in the room; a set of towels for body, hands and facial for each guest, and output of bath.		1
For bath room must at a minimum: guarantee the supply of water the 24 (h) hours; have hot water the 24 (h) hours with a ninimum temperature of 37° C, and have faucet mixers; natural ventilation or mechanical removal of odors; 7.5 L/min water flow o 9.4 l/min; tub with shower or shower; non-slip floor; lighting for the toilet; connection to electrical appliances near the sink with he indication of the voltage; hair dryer; mirror with angle; phone; toilet paper; amenites (shampoo, conditioner, SOAP, shower AAP, cream hands, facial tissues, foam bath, lima, disposable slippers, sewing kit, shoe polishes); Miscellaneous (toothbrush, boothpaste, disposable razor, shaving cream, condoms), and have the following items for the provision of services: basket for appers with CAP, towel rack or towels, SOAP dish or SOAP dispenser, paper rolls, toilet with ring-holder and top, sink, shower, nirror and safety railings.		
Entrance door (room junior suite and suite)		
Have door in each one of the rooms.	NO	1
Ensure that the dimension of the front door of the rooms is 2 m high by 0.8 m wide.	NO	1
Security (room junior suite and suite)		
at the entrance of the room peephole, chain or pivot, and PIN.	NO	1
Electronic locks.	NO	1
n windows a mechanism for closing that guarantees the security of the room.	NO	1
Air conditioning (room junior suite and suite)		
Hotel must as a minimum have an individually controlled air-conditioning system.	NO	1
Furniture (room junior suite and suite)		
Queen bed of 1.60 m x 1.90 m for rooms with a bed in junior suite rooms.	NO	1
King bed of 1.80 m x 2.00 m for suites.	NO	1
	NO	1
Mattress in every one of the beds with their current rotation date.		1
Dining room Assistant in junior suite and suite rooms.	NO	1
Surface to write (table or desk) and Chair.	NO	1
a night table in rooms with two beds.	NO	1
wo bedside tables in rooms with double bed.	NO	1
A Chair or sofa position for each bed.	NO	1
Drawer or closet with shelves or drawers, or both.	NO	1
A decorative element.	NO	1
Connections for electrical appliances (room junior suite and suite)		
lave a free electrical outlet available for use.	NO	1
secure wireless Internet service, and/or.	NO	1
Secure access to the internet, without obstructing the phone service.	NO	1
ighting (room junior suite and suite)	140	
Seneral lighting in the room.	NO	1
		1
wo lamps.	NO	1
gnition and switchable shutdown at the entrance and near the beds.	NO	1
aths rooms (junior suite and suite)		
General information		
insure water 24 (h) hours.	NO	1
ou have hot water the 24 (h) hours with a minimum temperature of 37° C, and have keys mixers.	NO	1
lave natural ventilation or mechanical removal of odors.	NO	1
lave water flow rate of 7.5 L/min 9.4 L/min.	NO	1
You have the following items for the provision of services: basket for papers with CAP, towel rack or towels, SOAP dish or SOAP dispenser, paper rolls, toilet with ring-holder and top, sink, shower, mirror and safety railings.	NO	1
Have tub or shower.	NO	1
tave non-slip floor.	NO	1
daving halogen light for toilet.	NO	1

Recreational areas		
General information		
Within the premises owned or contracted fitness room that includes a minimum of five types of different machines between cardio and strength, to the accompaniment of a person trained in the use of this site.	NO	1
Heated pool service.	NO	1
Inside the facility, an own area enabled to offer relaxation and beauty, Turkish bath or sauna, massage body other.	NO	1
At least one court sports on own or contracted facilities.	NO	1
Food and beverage		
General information		
Hotel should at least guarantee space within their facilities for the food and beverage service.	NO	1
As for the bar, hotel must as a minimum have a separate from the dining area bar area.	NO	1
Wine storage, the hotel must as a minimum have an exclusive space that meets the following requirements: dimly lit, no vibration, temperature between 5 ° C and 18 ° C.	NO	1
Water for all		
General information		
Hotel must as a minimum have tanks of reserves for two (2) days of consumption, with occupancy of 100%.	NO	1
General areas		
General information		
Deposit for tools.	NO	1
Room for waste.	NO	1
A manual of waste management.	NO	1
Fuel tanks (ACPM-GAS) that complies with current regulations (where applicable).	NO	1
An electrical substation (when applicable).	NO	1
Identified areas where electrical controls are located.	NO	1
Identified the phone controls area.	NO	1
Protected electrical networks and that they are not in sight.	NO	1
	NO	
Area of load and discharge that does not impede the entry of guests.	NO	1
General maintenance area.		1
Meeting room.	NO	1
Staff areas		
Staff areas General information		
Staff areas	NO	1
Staff areas General information A dining room equipped for service personnel out of the kitchen area with their respective records of toiletries, cleaning and disinfection. Service personnel working in the hotel bathrooms.	NO NO	1
Staff areas General information A dining room equipped for service personnel out of the kitchen area with their respective records of toiletries, cleaning and disinfection.	NO NO	
Staff areas  General information  A dining room equipped for service personnel out of the kitchen area with their respective records of toiletries, cleaning and disinfection.  Service personnel working in the hotel bathrooms.  The following elements for the provision of services: basket for papers with CAP, towel dispensers, soap dispenser, paper rolls, toilet	NO	1
Staff areas General information A dining room equipped for service personnel out of the kitchen area with their respective records of toiletries, cleaning and disinfection. Service personnel working in the hotel bathrooms. The following elements for the provision of services: basket for papers with CAP, towel dispensers, soap dispenser, paper rolls, toilet with ring-holder and lid, urinal, sink, mirror, fixed hook for hanging bags and clothing.	NO NO	1
Staff areas General information A dining room equipped for service personnel out of the kitchen area with their respective records of toiletries, cleaning and disinfection. Service personnel working in the hotel bathrooms. The following elements for the provision of services: basket for papers with CAP, towel dispensers, soap dispenser, paper rolls, toilet with ring-holder and lid, urinal, sink, mirror, fixed hook for hanging bags and clothing. Locker rooms and showers separated by gender.	NO NO	1 1 1
Staff areas General information A dining room equipped for service personnel out of the kitchen area with their respective records of toiletries, cleaning and disinfection. Service personnel working in the hotel bathrooms. The following elements for the provision of services: basket for papers with CAP, towel dispensers, soap dispenser, paper rolls, toilet with ring-holder and lid, urinal, sink, mirror, fixed hook for hanging bags and clothing. Locker rooms and showers separated by gender. Offices areas for management personnel.	NO NO	1 1 1
Staff areas General information A dining room equipped for service personnel out of the kitchen area with their respective records of toiletries, cleaning and disinfection. Service personnel working in the hotel bathrooms. The following elements for the provision of services: basket for papers with CAP, towel dispensers, soap dispenser, paper rolls, toilet with ring-holder and lid, urinal, sink, mirror, fixed hook for hanging bags and clothing. Locker rooms and showers separated by gender. Offices areas for management personnel. Maintenance of the establishment	NO NO NO NO YES	1 1 1
Staff areas General information A dining room equipped for service personnel out of the kitchen area with their respective records of toiletries, cleaning and disinfection. Service personnel working in the hotel bathrooms. The following elements for the provision of services: basket for papers with CAP, towel dispensers, soap dispenser, paper rolls, toilet with ring-holder and lid, urinal, sink, mirror, fixed hook for hanging bags and clothing. Locker rooms and showers separated by gender. Offices areas for management personnel. Maintenance of the establishment Building A program of preventive maintenance and records of corrective maintenance that ensures the good state of the building in the internal	NO NO NO NO	1 1 1 1
Staff areas General information A dining room equipped for service personnel out of the kitchen area with their respective records of toiletries, cleaning and disinfection. Service personnel working in the hotel bathrooms. The following elements for the provision of services: basket for papers with CAP, towel dispensers, soap dispenser, paper rolls, toilet with ring-holder and lid, urinal, sink, mirror, fixed hook for hanging bags and clothing. Locker rooms and showers separated by gender. Offices areas for management personnel.  Maintenance of the establishment  Building A program of preventive maintenance and records of corrective maintenance that ensures the good state of the building in the internal and external areas.	NO NO NO NO YES	1 1 1
Staff areas General information A dining room equipped for service personnel out of the kitchen area with their respective records of toiletries, cleaning and disinfection. Service personnel working in the hotel bathrooms. The following elements for the provision of services: basket for papers with CAP, towel dispensers, soap dispenser, paper rolls, toilet with ring-holder and lid, urinal, sink, mirror, fixed hook for hanging bags and clothing. Locker rooms and showers separated by gender. Offices areas for management personnel. Maintenance of the establishment Building A program of preventive maintenance and records of corrective maintenance that ensures the good state of the building in the internal and external areas. A program with the respective frequency and records that show the performance of pest control.	NO NO NO NO YES	1 1 1 1
Staff areas General information A dining room equipped for service personnel out of the kitchen area with their respective records of toiletries, cleaning and disinfection. Service personnel working in the hotel bathrooms. The following elements for the provision of services: basket for papers with CAP, towel dispensers, soap dispenser, paper rolls, toilet with ring-holder and lid, urinal, sink, mirror, fixed hook for hanging bags and clothing. Locker rooms and showers separated by gender. Offices areas for management personnel. Maintenance of the establishment Building A program of preventive maintenance and records of corrective maintenance that ensures the good state of the building in the internal and external areas. A program with the respective frequency and records that show the performance of pest control. Public spaces The hotel must as a minimum have floors in perfect condition, no stains or tears; If you have carpets these must not have stains,	NO NO NO NO YES YES	1 1 1 1
Staff areas General information A dining room equipped for service personnel out of the kitchen area with their respective records of toiletries, cleaning and disinfection.  Service personnel working in the hotel bathrooms. The following elements for the provision of services: basket for papers with CAP, towel dispensers, soap dispenser, paper rolls, toilet with ring-holder and lid, urinal, sink, mirror, fixed hook for hanging bags and clothing.  Locker rooms and showers separated by gender.  Offices areas for management personnel.  Maintenance of the establishment  Building A program of preventive maintenance and records of corrective maintenance that ensures the good state of the building in the internal and external areas. A program with the respective frequency and records that show the performance of pest control.  Public spaces The hotel must as a minimum have floors in perfect condition, no stains or tears; If you have carpets these must not have stains, Burns, breaks, among others.  Lifts	NO NO NO NO YES YES	1 1 1 1
Staff areas General information A dining room equipped for service personnel out of the kitchen area with their respective records of toiletries, cleaning and disinfection. Service personnel working in the hotel bathrooms. The following elements for the provision of services: basket for papers with CAP, towel dispensers, soap dispenser, paper rolls, toilet with ring-holder and lid, urinal, sink, mirror, fixed hook for hanging bags and clothing. Locker rooms and showers separated by gender. Offices areas for management personnel.  Maintenance of the establishment Building A program of preventive maintenance and records of corrective maintenance that ensures the good state of the building in the internal and external areas. A program with the respective frequency and records that show the performance of pest control. Public spaces The hotel must as a minimum have floors in perfect condition, no stains or tears; If you have carpets these must not have stains, Burns, breaks, among others.	NO NO NO NO YES YES	1 1 1 1
Staff areas General information A dining room equipped for service personnel out of the kitchen area with their respective records of toiletries, cleaning and disinfection.  Service personnel working in the hotel bathrooms.  The following elements for the provision of services: basket for papers with CAP, towel dispensers, soap dispenser, paper rolls, toilet with ring-holder and lid, urinal, sink, mirror, fixed hook for hanging bags and clothing.  Locker rooms and showers separated by gender.  Offices areas for management personnel.  Maintenance of the establishment  Building A program of preventive maintenance and records of corrective maintenance that ensures the good state of the building in the internal and external areas. A program with the respective frequency and records that show the performance of pest control.  Public spaces  The hotel must as a minimum have floors in perfect condition, no stains or tears; If you have carpets these must not have stains, Burns, breaks, among others.  Lifts  Hotel must as a minimum have a program and monthly preventive maintenance records and records of the corrective.	NO NO NO NO YES YES	1 1 1 1
Staff areas General information A dining room equipped for service personnel out of the kitchen area with their respective records of toiletries, cleaning and disinfection.  Service personnel working in the hotel bathrooms. The following elements for the provision of services: basket for papers with CAP, towel dispensers, soap dispenser, paper rolls, toilet with ring-holder and lid, urinal, sink, mirror, fixed hook for hanging bags and clothing.  Locker rooms and showers separated by gender.  Offices areas for management personnel.  Maintenance of the establishment  Building A program of preventive maintenance and records of corrective maintenance that ensures the good state of the building in the internal and external areas. A program with the respective frequency and records that show the performance of pest control.  Public spaces The hotel must as a minimum have floors in perfect condition, no stains or tears; If you have carpets these must not have stains, Burns, breaks, among others.  Lifts Hotel must as a minimum have a program and monthly preventive maintenance records and records of the corrective.  Reception Have records of corrective and preventive maintenance for the reception furniture.	NO NO NO YES YES YES YES	1 1 1 1 1 1 1 1 1
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Staff areas General information A dining room equipped for service personnel out of the kitchen area with their respective records of toiletries, cleaning and disinfection.  Service personnel working in the hotel bathrooms. The following elements for the provision of services: basket for papers with CAP, towel dispensers, soap dispenser, paper rolls, toilet with ring-holder and lid, urinal, sink, mirror, fixed hook for hanging bags and clothing. Locker rooms and showers separated by gender.  Offices areas for management personnel.  Maintenance of the establishment  Building A program of preventive maintenance and records of corrective maintenance that ensures the good state of the building in the internal and external areas. A program with the respective frequency and records that show the performance of pest control.  Public spaces The hotel must as a minimum have floors in perfect condition, no stains or tears; If you have carpets these must not have stains, Burns, breaks, among others.  Lifts Hotel must as a minimum have a program and monthly preventive maintenance records and records of the corrective.  Reception Have records of corrective and preventive maintenance for the reception furniture.  Maintain the facilities, furniture and assets of the operation in good state of preservation, i.e. without peeling, scratching, deterioration, among others.  Rooms The hotel should at least have the floors in perfect condition, i.e. with no stains or tears; If you have carpets these must not have stains, Burns, breaks, among others.	NO NO NO YES YES YES YES YES YES YES	1 1 1 1 1 1 1 1 1 1

Baths of the staff		
The hotel must as a minimum have records of cleaning and daily disinfection.	YES	1
Food and beverage		
The hotel should at least have records of daily cleaning of the areas where it offers services of foods and beverages.	YES	1
Water reserve		
The hotel should at least maintenance by competent personnel semi-annual tanks of reservation with their respective records.	YES	1

INDICATORS OF ACCESSIBILITY ARE REQUIRED?		DO YOU QUALIFY?
Floor of the building		
Building		
The hotel should minimum guarantee entry into all areas of the hotel are accessible for people with disabilities.	NO	1
Parking		
Hotel should at least have 2% private parking accessible for people with disabilities.	NO	1
Public spaces		
The hotel must as a minimum have accessible restrooms in public areas for people with disabilities.	NO	1
Rooms		
General information		
Ensure that the income from abroad and to the rooms is accessible for people with disabilities.	NO	1
Have 2% of rooms accessible for people with disabilities.	NO	1

### **ANNEX 14**

# ACCESS REGULATION TO DATA ROOM REFERENCE INFORMATION ROOM REGULATION (DATA ROOM)

### **DEFINITIONS**

For the effects of this regulation, we have defined the concepts that were considered relevant in relation to the data room of the process of award of the concession for the Hotel El Prado in Barranquilla, Colombia. These concepts should be interpreted only as specified in this paragraph and for the definitions that are not in the list, its meaning must be natural, as in common use or technical language in particular.

#### **DATA ROOM**

It is a physical document in which information about Hotel El Prado is stored, related to its performance in recent years, its legal composition, its financial information, its technical information, among others, information so that can be consulted by the authorized Bidders. The information available in the data room is listed in paragraph 4 of this regulation.

### **BIDDER**

It is the natural or legal person interested in participating in the award of the concession process.

### **AUTHORIZED BIDDER**

It is the Bidder who has signed the confidentiality agreement for access to the data room.

#### CONFIDENTIALITY AGREEMENT

It is the physical document issued by the Grantor, which shall be completed and signed by the Bidders, in order to have access to the information in the data room of the award of the concession process. All the Bidders wishing to consult the data room, without exception, must fill in the non-disclosure agreement prior to accessing the information.

#### **OBJECTIVES**

With the implementation of the virtual data room the following objectives are mainly sought:

- Centralize information, so that it can be consulted comprehensively and unfractionated.
- Give security to the authorized Bidders on equal treatment and access to the available information.
- Reassure the authorized Bidders on transparency in the award process.
- Keep the relevant information available to Hotel El Prado.
- Check the documentation that shall be consulted by the authorized Bidders.

### LOCATION OF THE DATA ROOM

The data room to this process of award of concession shall be made available from the bidders in a physical document which can be accessed at FIDUCOLDEX facilities Carrera 13 No. 28 -01. 9th floor Tower B, Palma Real Building.

### CONTENT

The data room shall contain four main components of documentation which are shown and described below:

### TECHNICAL COMPONENT

- Inventory furniture and furnishings of Hotel El Prado
- Inventory machinery and equipment of Hotel el Prado
- Cadastral valuation of the real property.
- National Register of tourism RNT
- Certification of registration of Brand of the Superintendence of industry and Commerce
- Environmental license
- Land use license
- Drawing of ground floor
- Drawing of first floor
- · Drawing of second floor
- Drawing of third floor
- Hotel El Prado photographic record
- Preliminary report of pathology.

### LEGAL COMPONENT

- Trade registration No. 8168 of the business establishment issued by the Chamber of Commerce of Barranquilla
- Commercial registration of the company
- Collective agreement
- Report of work processes
- Decree 1170 of 2008
- Resolution 1640
- Law 1185
- Resolution 0180 (Award in concession)
- Law 397
- Law 300 of 96
- Law 1558
- Decree 2503 of 2012
- Study of titles real estate property registration No 040-55909
- Study of titles real estate property registration No 040-55910
- Study of titles real estate property registration No 040-55911
- Study of titles real estate property registration No 040-194905
- Study of titles real estate property registration No 040-194906
- Ownership History of Real Estate Registration Certificate No. 040-55909
- Ownership History of Real Estate Registration Certificate No. 040-55910
- Ownership History of Real Estate Registration Certificate No. 040-55911
- Ownership History of Real Estate Registration Certificate No. 040-194905
- Ownership History of Real Estate Registration Certificate No. 040-194906
- List of employees.
- Collective agreement

## FINANCIAL COMPONENT

- Financial Statements Hotel El Prado to the year 2010
- Financial Statements Notes Hotel El Prado to the year 2010
- Financial Statements Hotel El Prado to the year 2011
- Financial Statements Notes Hotel El Prado to the year 2011
- Financial Statements Hotel El Prado to the year 2012
- Financial Statements Notes Hotel El Prado to the year 2012
- Financial Statements Hotel El Prado to April 2013, with their respective notes.
- Historical series of occupancy (200 x-2012)
- Trade establishment payroll year 2012

- Suppliers' contract.
- Report of management updated the Provisional Depository at December 31, 2012.
- Updated management report of the Provisional Depository at the previous month of the month prior to the date of delivery of the property to the FONTUR.
- Updated account status of the payment of labor obligations.

### TAX COMPONENT

- Single tax registry
- Certificate of existence and legal representation
- Payment of music copyright by establishment year 2010
- Payment of music copyright by establishment year 2011
- Payment of music copyright by establishment year 2010
- Payment of land betterment tax in 2012
- Payment of withholdings at source year 2010
- Payment of withholdings at source year 2011
- Payment of withholdings at source year 2012
- Payment of VAT tax year 2010
- Payment of VAT tax year 2011
- Payment of VAT tax year 2012
- Payment of ICA tax year 2010
- Payment of ICA tax year 2011
- Payment of ICA tax year 2012
- Payment of property tax year 2010
- Payment of Property Tax year 2011
- Payment of Property Tax 2012
- Payment of statement stamps Pro University Hospital year 2010
- Payment of statement stamps Pro University Hospital yea 2011
- Payment of statement stamps Pro University Hospital year 2012
- Payment of Income statement year 2010
- Payment of Income statement year 2011
- Payment of Income statement year 2012
- Payment of public utilities (water, electricity, telephone, Gas, Internet, Cable)
- Law 1607 of 2012 Tax Reform

### ADDITIONAL INFORMATION REQUIREMENTS

If the Bidders consider that need further elaboration in the information contained in the data room, they must make the request by e-mail or to the lawyer Fabio Corredor

Guzman email: fcorredor@fontur.com.co , who should respond to the request within a maximum of two (2) business days. Finally, we shall notify the bidders on the update of the documentation of the data room. We will not issue copies of the documents filed in the data room.