

## Certificate of Accuracy

[REDACTED]

The undersigned hereby certifies to be an accredited English – Spanish translator, sworn in as per Resolution No. 0409 issued on January 28, 2015 by the Colombian Ministry of Foreign Affairs.

I hereby certify that the attached documents were personally translated by me, to the best of my ability and knowledge.

Signature:

Name:

Address:

Telephone:

E-Mail:

18 DIC. 2019



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**AMENDMENT No. 1 TO THE COMMITMENT FOR THE PURCHASE AND SALE OF RURAL PROPERTIES**

Among the undersigned, on the one hand, [REDACTED], who will be hereinafter referred to as "**THE COMMITTED SELLER**", and on the other hand, Mr. **ROY OSTROM III**, of legal age, identified with the passport of the United States of America No. [REDACTED], acting herein as legal representative of the Colombian company **GRUPO LCG S.A.S.**, a company duly incorporated and existing in accordance with the laws of the Republic of Colombia, and domiciled in the City of Medellin, identified with TIN 901.313.988-3 which will be hereinafter referred to as "**THE COMMITTED BUYER**", which will be jointly referred to as the "**Parties**" and individually as one "**Party**", have entered into this **Amendment No. 1** (hereinafter "**Amendment No. 1**") to the Commitment for the Purchase and Sale of Rural Properties between the Parties on the eighteenth (18<sup>th</sup>) day of November of two thousand nineteen (2019) (hereinafter the "**Commitment**" and/or the "**Agreement**").

**FIRST.** To amend, by means of this Amendment No. 1, Clause Fourth of the Commitment, which will read as follows:

***"FOURTH – Price, payment method and Collateral Deposit.*** *The Parties confirm that the total price of the commitment for the purchase and sale of the Properties amounts to THREE BILLION TWO HUNDRED TWENTY-FIVE MILLION PESOS (\$3,225,000,000) (hereinafter the "**Price**"), which shall be paid by THE COMMITTED BUYER to THE COMMITTED SELLER as follows:*

- (i) *The Parties acknowledge that on the **EIGHTEENTH (18<sup>th</sup>) DAY OF NOVEMBER OF TWO THOUSAND NINETEEN (2019)**, THE COMMITTED BUYER paid and the COMMITTED SELLER received to its satisfaction the first (1<sup>st</sup>) payment through the financial system, in the amount of TWO HUNDRED MILLION PESOS (\$200,000,000).*

*This payment is considered as a penalty or repurchase deposit (hereinafter the "**Security Deposit**"), with the consequence that if this Commitment is breached by THE COMMITTED BUYER, it will lose the Security Deposit; and if this Commitment is breached by THE COMMITTED SELLER, he will have to deliver to the COMMITTED BUYER two (2) times the value of the Security Deposit.*

- (ii) *On the date of execution of this Amendment, the second (2<sup>nd</sup>) payment shall be made in the amount of FIFTEEN MILLION PESOS (\$15,000,000) through the financial system, which the COMMITTED SELLER declares to have received to its satisfaction upon the execution of this Amendment and on the date of execution thereof.*
- (iii) *The third (3<sup>rd</sup>) payment specified in this Commitment shall be made on the date of execution of the public deed of purchase and sale as indicated in Clause Fifth in the amount of FOUR HUNDRED FIFTY MILLION PESOS (\$450,000,000);*
- (iv) *The fourth (4<sup>th</sup>) payment specified in this Commitment shall be made in the amount of FOUR HUNDRED FIFTY MILLION PESOS (\$450,000,000) within five (5) months following the date of execution of the public deed of purchase and sale as indicated in Clause Fifth;*
- (v) *The fifth (5<sup>th</sup>) payment specified in this Commitment shall be made in the amount of ONE BILLION TWO HUNDRED FIFTY MILLION PESOS (\$1,250,000,000) within the eleven (11) months following the date of execution of the public deed of purchase and sale as indicated in Clause Fifth; and*
- (vi) *The sixth (6<sup>th</sup>) payment specified in this Commitment shall be made in the amount of EIGHT HUNDRED SIXTY MILLION PESOS (\$860,000,000) within the seventeen (17) months following the date of execution of the public deed of purchase and sale as indicated in Clause Fifth.*

**First Paragraph – Current Interest.** On the balances indicated in paragraphs (iv), (v) and (vi) above, current interest of 0.625% per month will be paid for each period of one (1) calendar month in arrears as of December 18, 2019.

**Second Paragraph – Default Interest.** THE COMMITTED BUYER shall pay interest per month in arrears at the rate of 2.5% per month on the balances indicated in paragraphs (iv), (v) and (vi) above that are in default, notwithstanding the legal actions that the COMMITTED SELLER may undertake.

**Third Paragraph – Payment Procedures.** THE COMMITTED BUYER will make the payments indicated in this clause to THE COMMITTED SELLER by wire transfer to the account indicated when they must be made directly to THE COMMITTED SELLER. The COMMITTED BUYER shall be responsible for the bank processing costs of the payments until their net value is received by the aforementioned payees, except for the taxes and/or expenses (including income withholding) that must be borne by THE COMMITTED SELLER”.

**SECOND.** To amend, by means of this Amendment No. 1, Clause Fifth of the Commitment, which will read as follows:

**“FIFTH – Granting of the public deed of purchase and sale.** The public deed of purchase and sale of the Properties will be issued by the **1<sup>st</sup> NOTARY PUBLIC OF THE CITY OF RIONEGRO, ANTIOQUIA, AT TEN IN THE MORNING (10:00 A.M.) ON JANUARY NINTH (9<sup>th</sup>), TWO THOUSAND TWENTY (2020).** The Parties may agree to sign the public deed of purchase and sale on a date prior to the abovementioned date. The term for the fulfillment of the obligations assumed hereunder may only be extended when so agreed upon by the Parties through a clause to be added to this Agreement, signed by both Parties, prior to the expiration of the term indicated herein.

**First Paragraph** – The expenses related to the issuance of the public deed for the purchase and sale of the Properties, with two (2) duly registered copies, shall be borne by the Parties in equal shares. The expenses related to Charity, Municipal Treasury and registration with the Public Instruments Office shall be borne by THE COMMITTED BUYER.

**Second Paragraph** – The public deed for the purchase and sale of the Properties must contain the statement of the Parties made under oath that the Price included in the deed is real and has not been the subject of private agreements in which a different value is indicated; in case such agreements exist, the Price agreed upon therein must be informed. In the same deed, it must be declared that there are no amounts that have been agreed upon or invoiced outside of it. Without the aforementioned statements, both the income tax and the tax on occasional gains, the registration tax, registration fees and notarial fees, will be liquidated on a basis equal to four times the amount indicated in the deed, notwithstanding the obligation of the notary public to report such irregularity to the tax authorities for the matters of their competence and notwithstanding the powers of the National Directorate of Taxes and Customs (DIAN) to determine the real value of the transaction.

**Third Paragraph** – In order to ensure the payment of the balances specified in paragraphs (iii), (iv) and (v) of Clause Fourth of this Agreement, in the same public deed for the purchase and sale of the Properties, THE COMMITTED BUYER shall establish a first degree mortgage in favor of the COMMITTED SELLER on the following Property: Plot A and Plot B. This mortgage will be extended to all existing buildings, improvements and facilities and those that may be built or integrated into the property(ies) in the future and also extends to the proceeds accrued from the lease of the mortgaged property and from the indemnification owned by the insurers of the same property(ies), in accordance with Article 2446 of the Civil Code.

**Fourth Paragraph** – The national consumption tax will be excluded from the purchase and sale of the Properties subject to this Agreement because they are rural properties intended to agricultural

*activities, in accordance with the provisions of Article 1.3.3.25 of Decree 961/2019. For this purpose, the COMMITTED SELLER must deliver proof of the exclusion thereof to the Notary Public”.*

**THIRD.** All other provisions, clauses and/or agreements included in the Commitment that are not subject to this Amendment No. 1 shall remain in force and any amendment made by the Parties in respect of them, must be made by mutual agreement and will be recorded in writing upon the signature thereof.

In witness whereof, this Amendment No. 1 is signed in two (2) counterparts of the same value on the twentieth (20<sup>th</sup>) day of the month of December of two thousand nineteen (2019).

THE COMMITTED SELLER

By: \_\_\_\_\_  
Address: \_\_\_\_\_

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THE COMMITTED BUYER

By: \_\_\_\_\_  
ROY OSTROM III  
Legal Representative  
**GRUPO LCG S.A.S.**  
Email: \_\_\_\_\_  
Address: \_\_\_\_\_