

SHARE PURCHASE AGREEMENT

This share purchase agreement, hereinafter referred to as the “Agreement”, is entered into by and between:

On the one hand, the following persons, hereinafter referred to individually as the “Seller” and collectively as the “Sellers”:

- [REDACTED] identified as shown below her signature;
- [REDACTED] identified as shown below her signature; and
- [REDACTED] identified as shown below his signature.

And on the other hand, GRUPO LCG S.A.S., hereinafter referred to as the “Buyer”, a company incorporated under the laws of Colombia and identified with Tax ID No. 901.313.988-3, domiciled in the city of Medellin, represented herein by its legal representative, Robert Watson Neill, identified as shown below his signature.

The Sellers and the Buyer, hereinafter referred to individually as one “Party” and collectively as the “Parties”, enter into this Agreement taking into account the following:

CLAUSES

1. Purpose of the Agreement. In accordance with this Agreement, once the Buyer has made the payments indicated in paragraphs a), b) and c) of clause 3, each one of the Sellers will transfer the possession and ownership of all subscribed and paid-in common shares held by each one of the Sellers in the company Natural Origins S.A.S., a trading company incorporated under the laws of Colombia, domiciled in Bogota D.C., identified with Tax ID No. 901.277.483-1 (hereinafter the “Company”);

Paragraph. The Sellers represent and warrant that, currently, 100% of the subscribed and paid-in capital of the Company is represented by two hundred thousand (200,000) subscribed and paid-in common shares, distributed as follows (hereinafter the “Shares”):

- 18,000 subscribed and paid-in common shares held by [REDACTED];
- 40,000 subscribed and paid-in common shares held by [REDACTED]; and
- 142,000 subscribed and paid-in common shares held by [REDACTED].

2. Price. The total sale price of the Company’s Shares will be five hundred ninety-eight million seven hundred fifty-seven thousand pesos (COP 598,757,000), i.e. two thousand nine hundred ninety-three pesos with seven hundred eighty-five cents for each subscribed and paid-in share (COP 2,993.785 each).

Paragraph. Each one of the Sellers will receive the portion of the price corresponding to them in proportion to the number of Shares disposed of by them to the Buyer, as follows:



- Nine percent (9%) of the sale price for [REDACTED] equal to fifty-three million eight hundred eighty-eight thousand one hundred thirty pesos (COP 53,888,130);
- Twenty percent (20%) of the sale price for [REDACTED], equal to one hundred nineteen million seven hundred fifty-one thousand four hundred pesos (COP 119,751,400); and
- Seventy-one (71%) of the sale price for [REDACTED] equal to four hundred twenty-five million one hundred seventeen thousand four hundred seventy pesos (COP 425,117,470).

3. Payment Method. The price provided in the clause above will be paid into the bank account of each one of the Sellers, as follows:

- a) The Sellers represent and warrant that, prior to the execution of this Agreement, they received from the Buyer an advance in the amount of seventy million four hundred forty-two thousand pesos (COP 70,442,000), which amount was divided as follows :
 - (i) 9% for [REDACTED], corresponding to six million three hundred thirty-nine thousand seven hundred eighty pesos (COP 6,339,780);
 - (ii) 20% for [REDACTED], corresponding to fourteen million eighty-eight thousand four hundred pesos (COP 14,088,400); and
 - (iii) the remaining 71% for [REDACTED] corresponding to fifty million thirteen thousand eight hundred twenty pesos (COP 50,013,820).
- b) No later than on December thirty-first (31), 2020, one hundred ten million pesos (COP 110,000,000) must be paid, which the Buyer will transfer or deposit to each one of the Sellers in the following proportion:
 - (i) 9% for [REDACTED], corresponding to nine million nine hundred thousand pesos (COP 9,900,000);
 - (ii) 20% for [REDACTED] corresponding to twenty-two million pesos (COP 22,000,000); and
 - (iii) the remaining 71% for [REDACTED] corresponding to seventy-eight million one hundred thousand pesos (COP 78,100,000).
- c) No later than on January thirty-first (31), 2021, two hundred nine million one hundred fifty-seven thousand five hundred pesos (COP 209,157,500) must be paid, which the Buyer will transfer or deposit to each one of the Sellers in the following proportion:





- (i) 9% for [REDACTED] corresponding to eighteen million eight hundred twenty-four thousand one hundred seventy-five thousand pesos (COP 18,824,175);
 - (ii) 20% for [REDACTED] corresponding, to forty-one million eight hundred thirty-one thousand five hundred pesos (COP 41,831,500); and
 - (iii) the remaining 71% for [REDACTED] corresponding to one hundred forty-eight million five hundred one thousand eight hundred twenty-five pesos (COP 148,501,825).
- d) No later than on February twenty-eight (28), 2021, two hundred nine million one hundred fifty-seven thousand five hundred pesos (COP 209,157,500) must be paid, which the Buyer will transfer or deposit to each of the Sellers in the following proportion:
- (i) 9% for [REDACTED] corresponding to eighteen million eight hundred twenty-four thousand one hundred seventy-five thousand pesos (COP 18,824,175);
 - (ii) 20% for [REDACTED] corresponding to forty-one million eight hundred thirty-one thousand five hundred pesos (COP 41,831,500); and
 - (iii) the remaining 71% for [REDACTED] corresponding to one hundred forty-eight million five hundred one thousand eight hundred twenty-five pesos (COP 148,501,825).

First paragraph. The bank accounts of the Sellers in which the payments indicated in this clause shall be made are the following:

- [REDACTED] identified with citizenship identity card No. [REDACTED] in Bancolombia savings account No. [REDACTED]
- [REDACTED] identified with citizenship identity card No. [REDACTED] in Davivienda savings account No. [REDACTED]
- [REDACTED] identified with citizenship identity card No. [REDACTED] in Bancolombia savings account No. [REDACTED]

4. Closing. The closing of the purchase and sale and the transfer of the Shares (hereinafter the "Closing") provided in this Agreement will take place once the Buyer has paid the Sellers at least three hundred eighty-nine million five hundred ninety-nine thousand five hundred pesos (COP 389,599,500) of the total sale price of the Shares (hereinafter the "Closing Date"); therefore, the Closing will take place once the Buyer has made the payments indicated in paragraphs a), b) and c) of clause 3 above. The Closing will take place at the offices of Calderón Mejía Law S.A.S. located at Carrera 14 No. 94ª 24 Oficina 502, Bogotá D.C. on January thirty-first (31), 2021 at 10:00 a.m., or on the date and at the place the Buyer



and the Seller may agree in writing (the date on which the Closing will actually take place under this Agreement will be referred to as the "Closing Date").

5. Due Diligence. Upon the execution of this Agreement, the Buyer shall have thirty (30) calendar days to carry out a due diligence process on the Company. For these purposes, prior to the execution of this Agreement, the Sellers shall have obtained all the documents and supports reasonably required by the Buyer to complete said due diligence process. The Sellers must make available to the Buyer and its advisors all common information, in electronic format, about the Company and its businesses, assets, contracts, rights, liabilities and obligations, including, but not limited to, financial, labor, legal, tax, regulatory and other matters. At the end of the term, Sellers will ensure that any reasonable due diligence findings are corrected and/or replied to, as appropriate.

6. Obligations of the Buyer. In accordance with the provisions of this Agreement, the Buyer is especially required to:

- a) Pay the Sellers the price agreed upon.
- b) All other obligations established in this Agreement or in applicable law.
- c) Complete the due diligence process referred to in the preceding clause within the term provided therein, as long as the Sellers have made all the information required by the Buyer available to the Buyer and its advisors.

7. Obligations of the Sellers. In accordance with the provisions of this Agreement, the Sellers jointly and severally agree to:

- a) Deliver to the Buyer at the time of execution of this Agreement, a copy of the Minutes of the General Shareholders' Assembly in which the Sellers waive the right of first refusal in the negotiation of one hundred percent (100%) of the Shares in the Company, which will be a deliverable of the Sellers and will be attached hereto as Exhibit 6.a.
- b) Transfer to the Buyer one hundred percent (100%) of the Shares in the Company on the Closing Date, provided the Sellers have received at least three hundred eighty-nine million five hundred ninety-nine thousand five hundred pesos (COP 389,599,500) of the sale price of the Shares, corresponding to the Buyer's payments under paragraphs a), b), and c) of clause 3.
- c) As long as the Sellers have received at least three hundred eighty-nine million five hundred seventy-nine thousand five hundred pesos (COP 389,579,500) of the sale price of the Shares, on the Closing Date the Sellers must carry out: (i) the cancellation of the certificates of Sellers' Shares and register them in the Company's shareholder register, and; (ii) the issuance of a new share certificate for two hundred thousand (200,000) common Shares in favor of the Buyer and carry out the corresponding registration in the Company's shareholder register.



- d) Ensure that at the time of transfer, the Shares that are the subject matter of this Agreement have been paid in full and are free and clear of any encumbrance or limitation to the right of ownership.
- e) Complete, in the shortest time possible, all corrective measures regarding the findings that the Buyer may reasonably request after the due diligence process.
- f) Deliver to the Buyer, at the time of execution of this Agreement, a copy of all corporate, financial, accounting and others books and records (minute book of the General Shareholders' Assembly and of the Share Registry duly registered with the Bogota Chamber of Commerce) of the Company, which are attached hereto as Exhibit 6.f.
- g) Deliver to the Buyer, at the time of execution of this Agreement, a copy of the financial statements of the Company duly certified as of December 31, 2019 and their notes, the management report and the Minutes of the General Shareholders' Assembly in which said financial statements are approved, together with their notes and the management report, which are attached hereto as Exhibit 6.g.
- h) Deliver to the Buyer, at the time of execution of this Agreement, a copy of the financial statements of the Company duly certified as of November 30, 2020, together with their notes, which are attached hereto as Exhibit 6.h.
- i) Deliver to the Buyer, at the time of execution of this Agreement, a copy of the Company's income statement for the 2019 taxable year duly prepared, submitted and paid (if applicable), which is attached hereto as Exhibit 6.i.
- j) Duly renew the 2020 commercial registration of the Company, for which, at the time of execution of this Agreement, they will deliver a certificate of existence and legal representation of the Company stating said renewal, which is attached hereto as Exhibit 6.j.
- k) All other obligations established in this Agreement or in the applicable law.

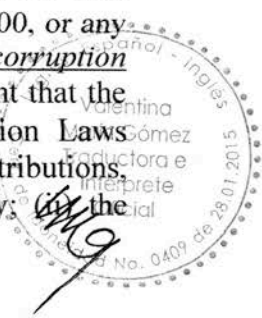
8. Representations and Warranties. The Sellers jointly and severally make the following representations and warranties with respect to each one of the Sellers and/or the Company (as applicable); however, these representations and warranties must only be true or exact for the date of execution of this Agreement (hereinafter the "Execution Date") and for the Closing Date, and not for later dates, except those that expressly refer to future situations or events:

- a) That the Company is currently the licensee of three (3) licenses, hereinafter the "Licenses": (i) License for the cultivation of non-psychoactive cannabis plants issued by the Ministry of Justice and Law by means of Resolution 0447 dated April 29, 2020; (ii) License for the cultivation of psychoactive cannabis plants issued by the Ministry of Justice and Law by means of Resolution 1123 dated July 31, 2020; and (iii) License for the manufacturing of cannabis derivatives issued by the Ministry of Health and Social Security by means of Resolution 947 dated June 12, 2020, registered with the U.A.E. of



the National Narcotics Fund by means of Resolution 498 dated August 3, 2020; a copy of the above documents is attached hereto;

- b) That no third party is the holder of any purchase option or rights on the Shares sold under this Agreement;
- c) That there are no agreements in force or overdue obligations between any of the Sellers and any third party, concerning the Shares disposed of herein;
- d) That the Sellers are not required to give notice to any person or to obtain any consent or authorization from any government authority in relation to the execution and transfer of the Shares in the Company;
- e) That the Sellers are the only shareholders of the Company;
- f) That none of the Sellers is aware of any pending lawsuit, proceeding or investigation against the Sellers and/or the Company that could prevent the performance of any of the obligations contemplated in this Agreement;
- g) That the Sellers have not performed, participated or carried out any commercial activities prohibited by law, including, among others, activities related to cannabis that were not specifically permitted under the applicable laws and regulations;
- h) That this Agreement and all the documents required to complete the transaction, when executed and delivered by the Sellers, will be valid and binding agreements and obligations, enforceable against the Sellers in accordance with their terms;
- i) That the Sellers represent and warrant that they have the legal right, power, capacity and authority to enter into this Agreement and transfer the Shares in the Company to the Buyer;
- j) That this Agreement creates legal, valid and binding obligations upon the Sellers, enforceable against the Sellers in accordance with their terms. The transfer of the Shares to the Buyer will convey to the Buyer the good, valid and marketable title of the Shares in the Company, free and clear of any encumbrance;
- k) That, to the knowledge of the Sellers, between the date of incorporation of the Company, the Execution Date and the Closing Date, neither the Company, nor the Sellers, directors, officers, agents, employees or other persons associated or acting on behalf of the Company have, directly or indirectly, violated any provision of the 1977 Foreign Corrupt Practices Act of the United States of America, as amended (the "FCPA"), the anti-corruption code of Colombia (Law 1474/2011), Law 1778/2016, Law 599/2000, or any analogous anticorruption law, statute, rule or ordinance (collectively the "Anticorruption Laws") in any jurisdiction applicable to the Company, including, to the extent that the following would constitute a violation of the FCPA or the Anticorruption Laws applicable to the Company: (i) the use of the funds of said entity for illegal contributions, gifts, entertainment or other illegal expenses related to a political activity;



violation of the laws of any jurisdiction where any of them carry out their business; (iii) the making, directly or indirectly, of any illegal payment or offer or promise to pay money, gifts or anything of value to any foreign official, national official or employee; or (iv) the making, directly or indirectly, of any illegal bribery, refund, payment, influence payment, bribe or other illegal payment;

- l) None of the Sellers or the Company, nor any of their directors, officers, agents, employees, affiliates or representatives, is an individual or entity (person) currently subject to or target of any sanction administered or imposed by the United States, nor by the Office of Foreign Assets Control of the United States Department of the Treasury (OFAC), the Security Council of the United Nations, the European Union, Her Majesty's Treasury or other relevant sanctioning authority (hereinafter collectively referred to as the "Sanctions");
- m) That the Sellers will not use, directly or indirectly, the proceeds of this Agreement to finance activities or business with any person, or in any country or territory that, at the time of said financing, is subject to the Sanctions or that may result in any other a way in the Sanctions by any person (including any person involved in the transaction, whether as a subscriber, sales agent, advisor, investor or otherwise); nor will they lend, contribute or make said proceeds available to any controlled company, subsidiary, joint venture or other person that has been subject to the Sanctions;
- n) That the financial statements of the Company attached hereto as Exhibit 6.g and Exhibit 6.h (i) faithfully reflect in all material respects the consolidated financial condition and the results of operations, changes in equity and financial cash flows of the Company as of the date and during the periods mentioned in said financial statements of the Company, and (ii) were prepared in accordance with international financial reporting standards ("IFRS"), consistently applied, except as disclosed in the notes to said financial statements of the Company and in accordance with the books and records of the Company;
- o) That the accounting books and other financial records of the Company (i) are accurate, complete and correct; (ii) represent actual and bona fide transactions, and; (iii) have been kept in accordance with the best commercial practices, including the keeping of adequate internal management of accounting controls, in each case, in all material respects;
- p) That the Company does not have any material liabilities or obligations of any nature (whether known or unknown, absolute or cumulative, contingent or otherwise) that would be required to be disclosed on a balance sheet in accordance with the IFRS, except for: (i) the liabilities or obligations shown in the Company's financial statements that are attached hereto as Exhibit 6.g and/or Exhibit 6.h, and; (ii) any current liabilities or obligations incurred in the ordinary course of business from the date of the financial statements attached hereto as Exhibit 6.h until the Closing Date;
- q) That the Company has no pending lawsuits, proceedings or investigations against it, and that it has not entered into any agreement or legal acts with third parties of any nature



from which obligations may arise for the Company, in accordance with the certificates of good standing attached hereto as Exhibit 7.q;

- r) That the Company has duly and timely submitted or caused the submission of all tax returns that the Company must submit. All tax returns submitted were true, correct, and complete in all respects. All taxes owed by the Company have been duly paid. There are no contingencies in tax matters of any kind for the Company.
- s) That the contribution in kind of one or more intangible assets by Sellers [REDACTED] and [REDACTED] in exchange for Shares in the Company was made in compliance with the applicable corporate, tax and accounting regulations, and that said Contribution in kind of one or more intangible assets does not represent any contingency for the Company.

Paragraph. The Buyer's rights to receive an indemnification or to any other legal action under this Agreement shall not be affected or limited by any knowledge that the Buyer has acquired or may acquire, either before or after the Execution Date, nor by any due diligence process or investigation conducted by the Buyer with the Company. The Seller acknowledges that, regardless of any due diligence process or investigation conducted (or not conducted) by or on behalf of the Buyer, and regardless of the results of such due diligence process or investigation against the Company, the Buyer has entered into this transaction expressly based on the representations and warranties made by the Seller in this Agreement.

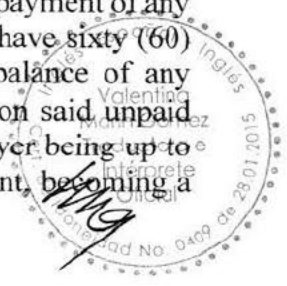
9. Indemnification. The Sellers will indemnify, release, defend and hold the Buyer harmless from and against all liabilities, penalties and other damages, including, among others, attorney's fees and other costs and expenses reasonably incurred in the investigation and attempt to avoid or against of the imposition thereof, as a result of: (i) any inaccurate or false representation or warranty made by the Sellers or, (ii) the breach of any covenant or agreement made or executed by the Sellers under this Agreement.

Paragraph. The total amount of the Sellers' liability with respect to the collection of all warranty claims will not exceed the purchase price of the Shares. Said limitation of liability shall not apply in cases of willful misconduct or gross negligence of the Sellers.

10. Grounds for Termination of the Agreement. This Agreement will be terminated for the following reasons:

- a) Serious total or partial breach by any of the Parties, of any of the obligations under this Agreement; in which case, the Party in breach shall indemnify the Party in compliance for the damages it may have caused.

First Paragraph. If the Buyer breaches the deadlines and/or amounts for the payment of any of the installments that make up the sale price of the Shares, the Buyer will have sixty (60) calendar days to be up to date, and shall pay to the Sellers the unpaid balance of any installment and default interest at the maximum rate allowed by the Law on said unpaid balance; if this period (60 calendar days) has been exceeded without the Buyer being up to date, the Buyer will be considered to have seriously breached this Agreement, becoming a



debtor to the Sellers, for an amount equal to all the partial payments of the installments the Sellers have received under this Agreement on the date of the breach, as a total and early assessment of damages. While the Buyer's breach and the termination of the Agreement are judicially declared, the Sellers may withhold the amounts received hereunder. This termination condition will be recorded in the Company's shareholder register.

Second Paragraph. In the event that the Sellers have failed to resolve a material and reasonable finding arising as a result of the Company's due diligence process, this may be considered by the Buyer as a serious breach of this Agreement by the Sellers, enabling the Buyer to request, at its discretion, either the termination of or compliance with the Agreement, in both cases with an indemnification for damages for all Sellers. This termination condition will be recorded in the Company's shareholders register. In the event of any dispute regarding the resolution of a finding, the Parties will hire, by mutual agreement, a professional in the field who will indicate the corrective measures to be taken. The decision of said professional will not be disputed by the Parties; as long as such dispute continues, the Sellers cannot be considered to have breached any of their obligations. The expenses of said professional will be paid in equal portions by both Parties, and if the corresponding portion of the Sellers is not covered by them, it may be deducted by the Buyer from the sale price pending payment to the Sellers. The foregoing, in any case, notwithstanding the possibility that the Buyer has to claim an indemnification from the Sellers in accordance with clauses 8 and 9 of this Agreement.

11. Amendments. The Parties agree that this Agreement may only be amended in writing. Any amendments to this Agreement will only be effective when signed by all the Parties thereto.

12. Invalid Provisions. In the event that any provision contained in this Agreement is declared invalid, illegal or unenforceable by a court or other legal authority of competent jurisdiction, this Agreement will continue in force with respect to the applicable provisions.


13. Applicable Law. This Agreement will be governed, construed and enforced in accordance with the laws of Colombia.

14. Notices. All notices, requests and demands hereunder will be made in writing and will be deemed duly delivered if sent to the following addresses:

- If to the Sellers, to [REDACTED] in the city of Bogota D.C. and/or to the email [REDACTED]
- If to the Buyer: to [REDACTED] in the city of Medellin and to the email [REDACTED] with a copy to [REDACTED] at [REDACTED] [REDACTED], in city of Bogota D.C. and to the email [REDACTED]

15. Use and Construction. Unless otherwise required by the context hereof, the following rules will be used to construe this Agreement:



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- a) References to a genre include all genders.
 - b) The singular form includes the plural form and vice versa.
 - c) A reference to a person must also be understood to include that person's successors.
 - d) "Including" must be understood as "including without limitation", unless it obvious from the text that it is an exhaustive enunciation.
 - e) The headings included in this Agreement have been incorporated for convenience purposes and shall not be considered part of this Agreement or limit the scope of its terms and provisions.
 - f) Any technical or scientific words not expressly defined in this Agreement will have the meanings corresponding to them according to the respective technique or science and the other words, except for those expressly defined here, will be understood according to their natural and obvious meaning, according to the general use thereof.

16. Arbitration. Any dispute that may arise between the Parties in relation to this Agreement, including, among others, those related to its construction, performance and liquidation, will be submitted to the decision of an Arbitration Tribunal that will be held in Bogota D.C., Colombia, and will be governed and formed in accordance with the Arbitration and Conciliation Rules of the Conciliation and Arbitration Center of the Bogota Chamber of Commerce. The number of arbitrators that will make up the Tribunal will be three (3), except in the event in which the amount of the dispute is less than six hundred (600) Colombian monthly minimum wages, in which case the Tribunal will have only one (1) arbitrator. The arbitrators will be lawyers licensed in Colombia and will be appointed by the Conciliation and Arbitration Center of the Bogota Chamber of Commerce, from list A of said entity. The decision of the Arbitration Tribunal will be final and binding, and both Parties will consider it "res judicata".

17. Counterparts. This Agreement may be executed in one or more documents and all documents signed together will constitute one and the same Agreement. The signature pages of separate counterparts can be faxed or electronically transmitted in a portable document (.pdf) or other similar format, and can be combined to form a single counterpart. This Agreement shall not be binding upon one Party unless and until it is executed by the other Parties.

18. Reimbursement of Expenses. The Buyer agreed to share 50% of the registration expenses incurred as a result of the increase in the Company's subscribed capital, the objective of which was to issue and place one hundred sixty thousand (160,000) new common shares. According to the invoice attached as Exhibit 19, said expense amounted to two million one hundred seven thousand pesos (COP 2,107,000); therefore the Buyer must reimburse the amount of one million fifty-three thousand five hundred pesos (COP 1,053,500), which amount must be transferred or deposited no later than on November thirtieth (30), 2020, into Bancolombia savings account No. [REDACTED] which holder is [REDACTED]





In witness whereof, the Parties have executed this Agreement on December 7, 2020 (the Execution Date).

-----*Signatures on the next page*-----





The Buyer

[signed]
GRUPO LCG S.A.S.
Tax ID No. 901.313.988-3
R.P: Robert Watson Neill
[redacted]

The Sellers

[signed]
[redacted]

[signed]
[redacted]

[signed]
[redacted]





Valentina

FIRMA REGISTRADA DILIGENCIA DE AUTENTICACION



El suscrito Notario 11 del Círculo de Bogotá certifica que la firma que aparece en éste documento guarda similitud con la registrada en esta notaria por VALENTINA MARIN GOMEZ según la confrontación que ha hecho de ella(s).
Bogotá D.C. 18/08/2021



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[Handwritten signature]

AMENDMENT No. 3 TO THE SHARE PURCHASE AGREEMENT

Among the undersigned, to wit:

1. On the one hand; (i) [REDACTED] identified with citizenship identity card [REDACTED]; (ii) [REDACTED] citizenship identity card [REDACTED], and; (iii) [REDACTED] citizenship identity card No. [REDACTED], who hereinafter will be referred to individually as the "**Seller**" and jointly as the "**Sellers**".
2. And, on the other; GRUPO LCG S.A.S., hereinafter referred to as the "**Buyer**", a company incorporated under the laws of Colombia and identified with Tax ID No. 901.313.988-3, domiciled in the city of Medellin, Antioquia, and represented herein by its legal representative, Robert Watson Neill, identified with immigration card No. [REDACTED]

Those mentioned above will be individually referred to as one "**Party**" and collectively referred to as the "**Parties**", in accordance with the following recitals and clauses:

RECITALS

ONE: That on December seventh (7), two thousand twenty (2020), the Parties entered into an agreement for the purchase and sale of shares (hereinafter, the "**Agreement**"), whereby, once the Buyer made the corresponding payments, each one of the Sellers would transfer the possession and ownership of all subscribed and paid-in common shares held by each one of the Sellers in the company Natural Origins S.A.S., a trading company incorporated under the laws of the Republic of Colombia, domiciled in Bogota D.C., and identified with Tax ID No. 901.277.483-1 (hereinafter the "**Company**").

TWO: That in clause 2 of the Agreement, the Parties agreed as follows:

"2. Price. The total sale price of the Company's Shares will be five hundred ninety-eight million seven hundred fifty-seven thousand pesos (COP 598,757,000), i.e. two thousand nine hundred ninety-three pesos with seven hundred eighty-five cents for each subscribed and paid-in share (COP 2,993,785 each).

Paragraph. Each one of the Sellers will receive the portion of the price corresponding to them in proportion to the number of Shares disposed of by them to the Buyer, as follows:

- *Nine percent (9%) of the sale price for [REDACTED] equal to fifty-three million eight hundred eighty-eight thousand one hundred thirty pesos (COP 53,888,130);*





- Twenty percent (20%) of the sale price for [REDACTED] equal to one hundred nineteen million seven hundred fifty-one thousand four hundred pesos (COP 119,751,400): and,

Seventy-one (71%) of the sale price for [REDACTED] equal to four hundred twenty-five million one hundred seventeen thousand four hundred seventy pesos COP 425,117,470.”

THREE: That in paragraph d) of clause 3 of the Agreement, the Parties agreed as follows:

“**3. Payment Method.** The price provided in the clause above will be paid into the bank account of each one of the Sellers, as follows:

(...)

d) No later than on February twenty-eight (28), 2021, two hundred nine million one hundred fifty-seven thousand five hundred pesos (COP 209,157,500) must be paid, which the Buyer will transfer or deposit to each of the Sellers in the following proportion:

- (i) 9% for [REDACTED] corresponding to eighteen million eight hundred twenty-four thousand one hundred seventy-five thousand pesos (COP 18,824,175);
- (ii) 20% for [REDACTED] corresponding to forty-one million eight hundred thirty-one thousand five hundred pesos (COP 41,831,500); and
- (iii) the remaining 71% for [REDACTED] corresponding to one hundred forty-eight million five hundred one thousand eight hundred twenty-five pesos (COP 148,501,825).

(...)”

FOUR: That the Parties, on April 8, 2021, executed Amendment No. 1 to the Agreement, whereby they amended clause 4 of the Agreement, as follows:

“**4. Closing.** The closing of the purchase and sale and the transfer of the Shares (hereinafter the “Closing”) provided in this Agreement will take place on two (2) different dates, as follows:

- (i) on April sixteenth (16), two thousand twenty-one (2021) at 10:00 a.m. (hereinafter, the “First Closing Date”), provided the Buyer has made the payments established in paragraphs a), b) and c) of clause 3 of the Agreement, the Sellers will transfer the possession and ownership to the Buyer held by them over fifty percent (50%) of the Company’s Shares, as follows:





Shareholder	Number of Shares	Shareholding Interest
[REDACTED]	20,000	10%
[REDACTED]	71,000	35.5%
[REDACTED]	9,000	4.5%
Total	100,000	50%

(ii) on May thirty-first (31), two thousand twenty-one (2021) at 10:00 a.m. (hereinafter, the “Second Closing Date”), provided the Buyer has made the payments established in paragraph d) of clause 3 of the Agreement, the Sellers will transfer the possession and ownership to the Buyer held by them over fifty percent (50%) of the Company’s Shares, as follows:

Shareholder	Number of Shares	Shareholding Interest
[REDACTED]	20,000	10%
[REDACTED]	71,000	35.5%
[REDACTED]	9,000	4.5%
Total	100,000	50%

The Closing will take place at the offices of Calderón Mejía Law S.A.S. located at Carrera 14 No. 94ª 24 Oficina 502, Bogotá D.C., or on the date and at the place the Buyer and the Seller may agree in writing.”

FIVE: That, additionally, by means of Amendment No. 1 to the Agreement, the Parties added paragraph 4 to clause 10 of the Agreement, as follows:

“(…) **Fourth Paragraph.** The term to be up to date on the payment provided in paragraph d) of clause 3 of the Agreement, with default interest at the maximum rate allowed by the Law, will be ninety-two (92) calendar days, i.e. the deadline will be May thirty-first (31), two thousand twenty-one (2021), or on the date agreed upon by the Parties for this purpose.”

SIX: That the Parties, on April fourteenth (14), two thousand twenty-one (2021), entered into Amendment No. 2 to the Agreement, whereby they agreed to amend paragraph (i) of clause 4 of the Agreement and, consequently, the following was established:

“**4. Closing.** The closing of the purchase and sale and the transfer of the Shares (hereinafter the “Closing”) provided in this Agreement will take place on two (2) different dates, as follows:

(i) on April fifteenth (15), two thousand twenty-one (2021) at 10:00 a.m. (hereinafter, the “First Closing Date”), provided the Buyer has made the payments established in paragraphs a), b) and c) of clause 3 of the Agreement, the Sellers will transfer the possession and ownership to the Buyer held by them over fifty percent (50%) of the Company’s Shares, as follows:

Shareholder	Number of Shares	Shareholding Interest
-------------	------------------	-----------------------





	20,000	10%
	71,000	35.5%
	9,000	4.5%
<i>Total</i>	100,000	50%

SEVEN: That as of the date hereof, the Parties have agreed to enter into this amendment to the Agreement (hereinafter, "**Amendment No. 3**"), which will be governed by the following:

CLAUSES

CLAUSE ONE: The Parties agree to amend clause 2 of the Agreement, which will read as follows:

***2. Price.** The total sale price of the Company's Shares will be four hundred eighty-six million five hundred eleven thousand pesos (COP 486,511,000), i.e. two thousand four hundred thirty-two pesos with five hundred fifty-five cents for each subscribed and paid-in share (COP 2,432.555 each).*

***Paragraph.** Each one of the Sellers will receive the portion of the price corresponding to them in proportion to the number of Shares disposed of by them to the Buyer, as follows:*

- *Nine percent (9%) of the sale price for [REDACTED] equal to forty-three million seven hundred eighty-five thousand nine hundred ninety pesos (COP 43,785,990);*
- *Twenty percent (20%) of the sale price for [REDACTED] equal to one ninety-seven million three hundred two thousand two hundred pesos (COP 97,302,200); and*
- *Seventy-one (71%) of the sale price for [REDACTED] equal to three hundred forty-five million four hundred twenty-two thousand eight hundred ten pesos (COP 345,422,810)."*


CLAUSE TWO: The Parties agree to mend paragraph d) of clause 3 of the Agreement, which will read as follows:

***3. Payment Method.** The price provided in the clause above will be paid into the bank account of each one of the Sellers, as follows:*

(...)

- d) *No later than on August thirteenth (13), 2021, ninety-six million nine hundred eleven thousand seven hundred fifty pesos (COP 96,911,500) must be paid, which the Buyer will transfer or deposit to each of the Sellers in the following proportion:*



- 
- (i) 9% for [REDACTED] corresponding to eight million seven hundred twenty-two thousand thirty-five pesos (COP 8,722,035);
- (ii) 20% for [REDACTED] corresponding to nineteen million three hundred eighty two thousand three hundred pesos (COP 19,382,300); and
- (iii) the remaining 71% for [REDACTED] corresponding to sixty-eight million eight hundred seven thousand one hundred sixty-five pesos (COP 68,807,165).

(...)"

CLAUSE THREE: The Parties agree to amend clause 4 of the Agreement, which will read as follows:

“4. Closing. The closing of the purchase and sale and the transfer of the Shares (hereinafter the “Closing”) provided in this Agreement will take place on two (2) different dates, as follows:

- (i) on April sixteenth (16), two thousand twenty-one (2021) at 10:00 a.m. (hereinafter, the “First Closing Date”), provided the Buyer has made the payments established in paragraphs a), b) and c) of clause 3 of the Agreement, the Sellers will transfer the possession and ownership to the Buyer held by them over fifty percent (50%) of the Company’s Shares, as follows:

Shareholder	Number of Shares	Shareholding Interest
[REDACTED]	20,000	10%
[REDACTED]	71,000	35.5%
[REDACTED]	9,000	4.5%
Total	100,000	50%

- (ii) on August thirteenth (13), two thousand twenty-one (2021) at 10:00 a.m. (hereinafter, the “Second Closing Date”), provided the Buyer has made the payments established in paragraph d) of clause 3 of the Agreement, the Sellers will transfer the possession and ownership to the Buyer held by them over fifty percent (50%) of the Company’s Shares, as follows:

Shareholder	Number of Shares	Shareholding Interest
[REDACTED]	20,000	10%
[REDACTED]	71,000	35.5%
[REDACTED]	9,000	4.5%
Total	100,000	50%





The Closing will take place at the offices of Calderón Mejía Law S.A.S. located at Carrera 14 No. 94ª 24 Oficina 502, Bogota D.C., or on the date and at the place the Buyer and the Seller may agree in writing.”

CLAUSE FOUR: The Parties agree to amend paragraph 4 of clause 10 of the Agreement, which will read as follows:

“Fourth Paragraph. The term to be up to date on the payment provided in paragraph d) of clause 3 of the Agreement, will be one hundred sixty-six (166) calendar days, i.e. the deadline will be August thirteenth (13), two thousand twenty-one (2021).”

CLAUSE FIVE: All other provisions, clauses and/or covenants included in the Agreement that are not the subject matter of this Amendment No. 3 will remain in force and any modification made by the Parties regarding them, must be made by mutual agreement and will be recorded in writing with their signature.

CLAUSE SIX: This Amendment No. 3 may be executed by the Parties in portable document format (.pdf) and sent via email.

In witness whereof, this Amendment No. 3 is executed in four (4) counterparts of equal content and effect on August second (2), two thousand twenty-one (2021), in the city of Bogota D.C.

The Buyer

[signed]
GRUPO LCG S.A.S.
Tax ID No. 901.313.988-3
R.P: Robert Watson Neill



The Sellers

[signed]

[signed]

[signed]





Valentiana

FIRMA REGISTRADA DILIGENCIA DE AUTENTICACION



El suscrito Notario 11 del Círculo de Bogotá certifica que la firma que aparece en este documento guarda similitud con la registrada en esta notaria por VALENTINA MARIN GOMEZ según la confrontación que ha hecho de ella(s).
Bogotá D.C. 18/08/2021



Handwritten signature of the notary.

AMENDMENT TO THE SHARE PURCHASE AGREEMENT

Among the undersigned, to wit:

1. On the one hand; (i) [redacted] identified with citizenship identity card No. [redacted]; (ii) [redacted] citizenship identity card No. [redacted] and; (iii) [redacted] citizenship identity card No. [redacted], who hereinafter will be referred to individually as the “**Seller**” and jointly as the “**Sellers**”.
2. And, on the other; GRUPO LCG S.A.S., hereinafter referred to as the “**Buyer**”, a company incorporated under the laws of Colombia and identified with Tax ID No. 901.313.988-3, domiciled in the city of Medellin, Antioquia, and represented herein by its legal representative, Robert Watson Neill, identified with immigration card No. [redacted]



Those mentioned above will be individually referred to as one “**Party**” and collectively referred to as the “**Parties**”, in accordance with the following recitals and clauses:

RECITALS

ONE: That on December seventh (7), two thousand twenty (2020), the Parties entered into an agreement for the purchase and sale of shares (hereinafter, the “**Agreement**”), whereby, once the Buyer made the corresponding payments, each one of the Sellers would transfer the possession and ownership of all subscribed and paid-in common shares held by each one of the Sellers in the company Natural Origins S.A.S., a trading company incorporated under the laws of the Republic of Colombia, domiciled in Bogota D.C., and identified with Tax ID No. 901.277.483-1 (hereinafter the “**Company**”).

TWO: That in paragraphs c) and d) of clause 3 of the Agreement, the Parties agreed as follows:

*“3. **Payment Method.** The price provided in the clause above will be paid into the bank account of each one of the Sellers, as follows:*

(...)

c) No later than on January thirty-first (31), 2021, two hundred nine million one hundred fifty-seven thousand five hundred pesos (COP 209,157,500) must be paid, which the Buyer will transfer or deposit to each one of the Sellers in the following proportion:

- (i) 9% for [redacted] corresponding to eighteen million eight hundred twenty-four thousand one hundred seventy-five thousand pesos (COP 18,824,175);*





- (ii) 20% for [REDACTED] corresponding, to forty-one million eight hundred thirty-one thousand five hundred pesos (COP 41,831,500); and
 - (iii) the remaining 71% for [REDACTED] corresponding to one hundred forty-eight million five hundred one thousand eight hundred twenty-five pesos (COP 148,501,825).
- d) No later than on February twenty-eight (28), 2021, two hundred nine million one hundred fifty-seven thousand five hundred pesos (COP 209,157,500) must be paid, which the Buyer will transfer or deposit to each of the Sellers in the following proportion:
- (i) 9% for [REDACTED] corresponding to eighteen million eight hundred twenty-four thousand one hundred seventy-five thousand pesos (COP 18,824,175);
 - (ii) 20% for [REDACTED] corresponding to forty-one million eight hundred thirty-one thousand five hundred pesos (COP 41,831,500); and
 - (iii) the remaining 71% for [REDACTED] corresponding to one hundred forty-eight million five hundred one thousand eight hundred twenty-five pesos (COP 148,501,825).
- (...)"



THREE: That in clause 4 of the Agreement, the Parties agreed as follows:

“4. Closing. The closing of the purchase and sale and the transfer of the Shares (hereinafter the “Closing”) provided in this Agreement will take place once the Buyer has paid the Sellers at least three hundred eighty-nine million five hundred ninety-nine thousand five hundred pesos (COP 389,599,500) of the total sale price of the Shares (hereinafter the “Closing Date”); therefore, the Closing will take place once the Buyer has made the payments indicated in paragraphs a), b) and c) of clause 3 above. The Closing will take place at the offices of Calderón Mejía Law S.A.S. located at Carrera 14 No. 94^a 24 Oficina 502, Bogotá D.C. on January thirty-first (31), 2021 at 10:00 a.m., or on the date and at the place the Buyer and the Seller may agree in writing (the date on which the Closing will actually take place under this Agreement will be referred to as the “Closing Date”).”

FOUR: That, additionally, in clause 10 of the Agreement and in the first paragraph thereof, the Parties agreed as follows:

“10. Grounds for Termination of the Agreement. This Agreement will be terminated for the following reasons:





- a) *Serious total or partial breach by any of the Parties, of any of the obligations under this Agreement; in which case, the Party in breach shall indemnify the Party in compliance for the damages it may have caused.*

First Paragraph. *If the Buyer breaches the deadlines and/or amounts of payment of any of the installments that make up the sale price of the Shares, the Buyer will have sixty (60) calendar days to be up to date, and shall the Sellers the unpaid balance of any installment and default interest at the maximum rate allowed by the Law on said unpaid balance; if this period (60 calendar days) has been exceeded without the Buyer being up to date, the Buyer will be considered to have seriously breached this Agreement, becoming a debtor to the Sellers, for an amount equal to all the partial payments of the installments that the Sellers have received under this Agreement on the date of the breach, as a total and early assessment of damages. While the Buyer's breach and the termination of the Agreement are judicially declared, the Sellers may withhold the amounts received hereunder. This termination condition will be recorded in the Company's shareholder register.*

(...)” (Underlined and bold not in the original text of the Agreement).

FIVE: That as of the date hereof, the Parties have agreed to enter into this amendment to the Agreement (hereinafter, the “**Amendment**”), which will be governed by the following:

CLAUSES

CLAUSE ONE: To amend clause 4 of the Agreement, which will read as follows:

“**4. Closing.** *The closing of the purchase and sale and the transfer of the Shares (hereinafter the “Closing”) provided in this Agreement will take place on two (2) different dates, as follows:*

- (i) *on April sixteenth (16), two thousand twenty-one (2021) at 10:00 a.m. (hereinafter, the “First Closing Date”), provided the Buyer has made the payments established in paragraphs a), b) and c) of clause 3 of the Agreement, the Sellers will transfer the possession and ownership to the Buyer held by them over fifty percent (50%) of the Company's Shares, as follows:*

Shareholder	Number of Shares	Shareholding Interest
[REDACTED]	20,000	10%
[REDACTED]	71,000	35.5%
[REDACTED]	9,000	4.5%
Total	100,000	50%

- (ii) *on May thirty-first (31), two thousand twenty-one (2021) at 10:00 a.m. (hereinafter, the “Second Closing Date”), provided the Buyer has made the payments established in paragraph d) of clause 3 of the Agreement, the Sellers*





will transfer the possession and ownership to the Buyer held by them over fifty percent (50%) of the Company's Shares, as follows:

Shareholder	Number of Shares	Shareholding Interest
[REDACTED]	20,000	10%
[REDACTED]	71,000	35.5%
[REDACTED]	9,000	4.5%
Total	100,000	50%

The Closing will take place at the offices of Calderón Mejía Law S.A.S. located at Carrera 14 No. 94ª 24 Oficina 502, Bogotá D.C., or on the date and at the place the Buyer and the Seller may agree in writing.”

CLAUSE TWO: To amend the first paragraph of clause 10 of the Agreement, which will read as follows:

“(…) **First Paragraph.** Except as provided in the third and fourth paragraphs of this clause, if the Buyer breaches the deadlines and/or amounts for the payment of any of the installments that make up the sale price of the Shares, the Buyer will have sixty (60) calendar days to be up to date, and shall pay to the Sellers the unpaid balance of any installment and default interest at the maximum rate allowed by the Law on said unpaid balance; if this period (60 calendar days) has been exceeded without the Buyer being up to date, the Buyer will be considered to have seriously breached this Agreement, becoming a debtor to the Sellers, for an amount equal to all the partial payments of the installments the Sellers have received under this Agreement on the date of the breach, as a total and early assessment of damages. While the Buyer's breach is judicially declared, the Sellers may withhold the amounts received hereunder.”

CLAUSE THREE: To add a third paragraph to clause 10 of the Agreement, which will read as follows:

“(…) **Third Paragraph.** The term to be up to date on the payment provided in paragraph c) of clause 3 of the Agreement, with default interest at the maximum rate allowed by the Law, will be sixty-eight (68) calendar days, i.e. the deadline will be April ninth (9), two thousand twenty-one (2021).”

CLAUSE FOUR: To add a fourth paragraph of clause 10 of the Agreement, which will read as follows:

“(…) **Fourth Paragraph.** The term to be up to date on the payment provided in paragraph d) of clause 3 of the Agreement, with default interest at the maximum rate allowed by the Law, will be ninety-two (92) calendar days, i.e. the deadline will be May thirty-first (31), two thousand twenty-one (2021), or on the date agreed upon by the Parties for this purpose.”



CLAUSE FIVE: All other provisions, clauses and/or covenants included in the Agreement that are not the subject matter of this Amendment will remain in force and any modification made by the Parties regarding them, must be made by mutual agreement and will be recorded in writing with their signature.

CLAUSE SIX: This Amendment may be executed by the Parties in portable document format (.pdf) and sent via email.

In witness whereof, this Amendment is executed in four (4) counterparts of equal content and effect on April eighth (8), two thousand twenty-one (2021), in the city of Bogota D.C.

The Buyer

[signed]
GRUPO LCG S.A.S.
Tax ID No. 901.313.988-3
R.P: Robert Watson Neill

The Sellers

[signed]
[redacted]

[signed]
[redacted]

[signed]
[redacted]





Valentina

**FIRMA REGISTRADA DILIGENCIA DE
AUTENTICACION**



El suscrito Notario 11 del Círculo de Bogotá certifica que la firma que aparece en éste documento guarda similitud con la registrada en esta notaria por VALENTINA MARIN GOMEZ según la confrontación que ha hecho de ella(s).
Bogotá D.C. 18/08/2021



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(Handwritten signature)