

**RIO COLORADO MINING AND EXPLORATION INVESTMENT COMPANY S.A.**

**(SOCIEDAD de INVERSIONES RIO COLORADO MINING AND EXPLORATION S.A.)**

In Santiago, Republic of Chile, on the twenty-first day of January of the year two thousand and fourteen, before me, **EDUARDO AVELLO CONCHA**, Attorney, holder of the Notary Public position in the Twenty-seventh Notary of Santiago, with an address of calle Orrego Luco number zero one hundred and fifty-three, County of Providencia, City of Santiago, appeared before me one party being Mr. **MARIO ALEXIS DEL REAL CASTRO**, Chilean, accountant/auditor, married, with separate property, having a national identity number of eight million six thousand three hundred and six dash seven, representing **RIO COLORADO MINING AND EXPLORATION INVESTMENT COMPANY S.A.**, both with an address of calle Carlos Wilson, number one thousand one hundred forty-two, County of Providencia, city of Santiago, and the other party being **KENNETH DALE JOHNSON**, American, businessman, single, with an American passport having the number four hundred fifty-seven million two hundred sixty-four thousand two hundred three, with an address of calle Miramar number 40, Reñaca, Viña del Mar, Valparaiso Region, the adult parties who prove their identities with national identity documents and state: **FIRST:** Mr. Mario Alexis del Real Castro, General Manager and owner seventy thousand shares, subscribed and paid, with voting rights, representing seventy percent of the share capital of the closely-held corporation "**RIO COLORADO MINING AND EXPLORATION INVESTMENT COMPANY S.A.**", with a tax identification number of seventy-six million eighty-three thousand four hundred fifty dash eight, constituting a public instrument with a date of December seventh of the year two thousand nine, under registry number twenty-three thousand two hundred fifty-three dash two thousand nine, signed before Mr. Eduardo Avello Concha, holder of the Notary Public position in the Twenty-seventh Notary of Santiago, registered on sheet number sixty-three thousand one hundred sixty-three, under number forty-four thousand three hundred twenty-four of the year two thousand nine, before the Commercial Registry of the Custodian of Real Property of Santiago; **SECOND: CAPITAL STOCK:** The **RIO COLORADO MINING AND EXPLORATION INVESTMENT COMPANY S.A.** valued its assets in the sum of Sixteen Million United States Dollars, by virtue of its appraisal of Hacienda Los Andes, with a surface area of sixty thousand hectares, having an inventory of natural resources corresponding to 06 Freshwater Lakes, 26 rocky and normal Glaciers, having the most important inland fresh water reserves in the area, water resources that originate and terminate on the land; **THIRD: SALE OF SHARES:** Through this instrument, Mr. **MARIO ALEXIS DEL REAL CASTRO**, hereinafter "The Grantor", sells, assigns, and transfers to Mr. **KENNETH DALE JOHNSON**, hereinafter "The Grantee", share issues totaling fifty-one thousand shares, valued at eighty-

five thousand nine hundred twenty pesos per share, who accepts, purchases and acquires for himself, bearing in mind that they will remain under the name of the grantee for a term of 30 days, for the purpose of being endorsed to the company, that will be formed as of this date with the purpose of transferring or investing as capital or assets; **FOURTH: TRANSFER PRICE OF CAPITAL STOCK:** The price of the shares being sold in this contract are sold, assigned, and transferred amounts to \$ **4.381.920.000\*\*\*\*\***, **FOUR THOUSAND THREE HUNDRED EIGHTY-ONE MILLION NINE HUNDRED TWENTY THOUSAND PESOS** corresponding to fifty-one thousand shares, an amount which the grantee will pay as follows: **a)** With the sum of **TWENTY-FIVE MILLION PESOS**, in cash, the grantor confirms having received to his complete satisfaction herein; **b)** With the sum of **EIGHTY MILLION TWO HUNDRED FIFTY THOUSAND PESOS**, cashier's check N<sup>o</sup> \_\_\_\_\_, issued by \_\_\_\_\_ Bank payable to the grantor, who confirms having received to his complete satisfaction herein, to be cashed on day 10 of February of the year 2014; **c)** With the sum of **EIGHTY MILLION TWO HUNDRED FIFTY THOUSAND PESOS**, cashier's check N<sup>o</sup> \_\_\_\_\_, issued by \_\_\_\_\_ Bank payable to the grantor, who confirms having received to his complete satisfaction herein, to be cashed on day 10 of March of the year 2014; **d)** The outstanding balance of **\$4.196.420.000\*\*\*\*\***, **FOUR THOUSAND ONE HUNDRED NINETY-SIX MILLION FOUR HUNDRED TWENTY THOUSAND PESOS**, is to be paid as follows; **d1)** Twenty-four open checks payable to Mr. Mario A. Del Real Castro, with Notary instructions so that they be paid as of the 10<sup>th</sup> of April of the year 2014, to the checking account number \_\_\_\_\_ of \_\_\_\_\_ Bank, all with a due date on the 10<sup>th</sup> day of each month with the last document to be paid on the 10<sup>th</sup> day of March of the year 2016. **d2)** Each check is to be paid without compound or simple interest, in the sole sum of **\$174.850.833\*\*\*\*\***, **ONE HUNDRED SEVENTY FOUR MILLION EIGHT HUNDRED FIFTY THOUSAND EIGHT HUNDRED THIRTY-THREE PESOS** each one, beginning on the 10<sup>th</sup> of April of the year 2014 to the 10<sup>th</sup> of the year 2016, consecutively, leaving evidence as specified in the notary instruments, the checking account number, check number, bank and amount paid; **d3)** In case of non-payment by the grantee, of the balance of the previously agreed to and stipulated amount in the letter, d) , it will be noted that a three-month delay in servicing the debt, without a written justification and in the event of complete suspension of payments or debt service, this present instrument for the transfer of shares will be annulled before the registry of shareholders, the board of directors of the company will be made aware at a special shareholders' meeting, with the intent of having the shares of this transfer remain under custody and that this be resolved through an agreement by the parties considering interest and operational expenses, on the closing date of this transaction that will be paid entirely by the grantee.

**Fines:** In the event of non-compliance with the servicing of the debt, without prior written notification to the grantor, of 10 business days, the grantee shall pay a fine of Ten Thousand US Dollars or its equivalent in local currency, for each event or agreed to payment by the parties; **FIFTH: GRANTEE'S STATEMENT:** The grantee states that he understands and accepts the regulations of the **RIO COLORADO MINING AND EXPLORATION INVESTMENT COMPANY S.A.** as mentioned in the company's constitution, and likewise accepts the agreements adopted in the Regular or Special Shareholder company Meetings and Board of Directors meetings; **SIXTH :** By complying with that agreed to in letters a,b,c,d, d1, d2, as stipulated in the fourth clause of this instrument, this sale, assignment and transfer of share issues will be recorded in the shareholders' registry in the name of **KENNETH DALE JOHNSON**, who accepts the sale for himself, of fifty thousand shares of RIO COLORADO MINING AND EXPLORATION INVESTMENT COMPANY S.A.

After reading the instrument the appearing parties have signed. A copy is included. I attest.

[a signature appears and to the right of it is an image of a fingerprint]

MARIO ALEXIS DEL REAL CASTRO

[a signature appears and to the right of it is an image of a fingerprint]

KENNETH DALE JOHNSON

**Translator Statement:** I, Robert Guerrero, Certified by the Judicial Council of California as a Court Interpreter, (#301431) certify that I have read and rendered a true and correct translation of the document presented to me. October 23, 2014