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PROMISE OF SALE

"Inmobiliaria Galt's Gulch S.A."

-TO-

[REDACTED]

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(K)

In Santiago, on the 27 day of November, 2013, before me,
lawyer, notary public of Santiago, domiciled at

there appear "Inmobiliaria Galt's Gulch S.A.", a company in the line of business its name implies, taxpayer identification number 76.234.579 - k, represented by Mr. Kenneth Dale Johnson, an American citizen, entrepreneur, taxpayer identification number 48.157.346-7, all domiciled for these purposes in Maria Teresa 6220, Suite 505, Las Condes, Santiago, Chile hereinafter "the committed seller" on the one hand, and on the other hand [REDACTED] domiciled at

a [REDACTED] citizen, passport number [REDACTED] hereinafter also "the committed buyer," who state that they have come to enter into the following real estate promise of sale contract:

First: The company "Inmobiliaria Galt's Gulch S.A." owns the following properties:

- a) The property denominated HIJUELA TRES LEPE NORTE, from which the Lepe Ranch, located in the Municipality of Curacaví, Province of Melipilla, Metropolitan Region is divided, and whose ground plan was filed under number 18 at the end of the Property Registry of the year 1974, with the following specific boundaries; TO THE NORTH; The estate of Manuel Amado et al, starting from the El Condor Promontory and running down the boundary along the ridge of this promontory, passing through Hondo Pass, along the Los Maquis ridge, through the mine in the Los Maquis Pass, along the ridge of the Los Lunes Pass, along the ridge of the El Plomo Promontory and from there down to the Puangue Stream of the Del Crucero Peak; TO THE SOUTH; with the Dos Las Casas Estate, starting from the boundary with the Colliguay community, in the Aparragado Pass, running down the boundary along the Mount Hornilla Grande (Cerro de la Hornilla Grande) ridge, continuing along the Cefoncillo Pass and the mountain of the same name to the Los Arrieros Hill (Loma de Los Arrieros) and from their crossing over to the Pilas con Tierras ridge (Cordón de las Pilas con Tierras), through the Belloto pass, then running along the La Vega Ridge (Cordón de la Vega) to the Barrancón Gully, continuing from there to the Puangue Stream and continuing to part of the Mount El Cobre (Cerro El Cobre) cliff. TO THE EAST: with the Colliguay Community, along the ridge of the mountain from the Condor Promontory to the Aparragado Pass; and TO THE WEST: with the Puangue Stream, starting from in front of the Mount El Cobre cliff, following the boundary



KJ

northwards in an imaginary line through the center of said stream until it reaches the aforementioned Del Crucero Peak (Puntilla del Crucero), enclosing a surface area of one thousand one hundred and thirty-seven hectares within these boundaries.

- b) The property denominated HIJUELA DOS LAS CASAS ESTATE (HIJUELA DOS LAS CASAS), from which the Lepe Ranch, located in the municipality of Curacaví, Province of Melipilla, Metropolitan Region, was separated, and whose ground plan is registered under number 18 at the end of the Property Registry of 1974, with the following specific boundaries; TO THE NORTH; with the Tres Lepe Norte Estate, starting from the boundary with the Community of Colliguay, in the Aparragado Pass, running down the boundary along the ridge of Mount Hornilla Grande, continuing through the Cejoncillo Pass and the mountain of the same name to the Los Arrieros Hill and from there crossing to the Pilas con Tierras Ridge through the Belloto Pass and then running along the La Vega Ridge to the Barrancón Gully, continuing from that point to the Puangue Stream to a point in front of the Mount El Cobre cliff; TO THE SOUTH; with Estate One, El Tranque, with the Carén Stream in between, starting from the boundary of the Carén Ranch, running down the boundary through the center of the aforementioned Carén Stream until it reaches the Puangue Stream; TO THE WEST; with the Puangue Stream, starting from the intersection of the Carén and Puangue Streams at the mouth of the Carén Stream, following the boundary northwards in an imaginary line through the center of the Puangue Stream to a point in front of the Mount El Cobre Cliff, enclosing one thousand six hundred and thirty-six hectares within these boundaries, of which eighteen and a half hectares are irrigated.

The company purchased the properties from Sociedad Agrícola Guipaca Limitada by public deed dated August 14, 2013, granted by the Notary Public of Viña del Mar Mr. Raul Farren Paredes. The title deed is registered on page three thousand one hundred and thirty-seven, number three thousand nine hundred and fifteen, of the 2013 Property Registry of the Real Estate Registrar of Casablanca.

Second: Both of the properties described in the foregoing clause are in the process of being subdivided into smaller lots, ranging in size from approximately 5,000 square meters up to over 10 hectares. The committed seller agrees to sell to the committed buyer a lot, of approximately 2.5 acres in size, upon the approval of the corresponding master-planned community subdivision on the properties.

Third: The promised sale price will be the sole total price of \$ 92,500 US Dollars (USD), or \$ _____ Chilean Pesos (CLP), to be paid in cash at the time this promise of sale is subscribed by the parties. The committed seller must issue a receipt for this amount.

Fourth: An essential condition for entering into the sale promise contract for the properties is that the title deeds are in accordance with law, particularly that the smaller ten-hectare parcels legally exist, through the approval of the subdivision by the authorities and the registration of their approved title deeds and ground plans in the Real Estate Registrar of Casablanca.

Fifth: The promised sales contract will be entered into within three hundred and sixty (365) calendar days counted from the date of this promise of sale deed, in the notarial office.



determined by the parties, as long as the title deeds of the properties that are the subject matter of this contract have been approved, as agreed. Upon the committed buyer visiting the properties listed above, in person, and spending a full day touring the land with a member of the committed sellers staff, should the committed buyer decide that he does not want to complete the purchase with the committed seller, the committed buyer can then submit a written notice to the committed seller to terminate this Promise to Sell within five business days of his initial visit to the land. Upon receipt of the written notice to terminate from the committed buyer, the committed seller will then refund all of the money paid by the committed buyer within fifteen business days of the written notice from the committed buyer. This option to terminate expires sixty days from the date of execution of this Promise to Sell.

Sixth: The property will be sold as corpum certum, in its current condition, which is known and accepted by the committed buyer, with all their uses, customs, rights, and active and passive easements, free of expropriation, liens, prohibitions, attachments or pending litigation, without debt of any kind, without occupants or third-party rights that may undermine the sale, with the committed seller assuming the obligation of clearing of title, pursuant to law.


Seventh: The property will be physically handed over once the sale contract has been subscribed, with the corresponding registrations of ownership under the aforementioned conditions and once the price has been paid, without property tax debt and with all public utility services paid up to date, as the case may be. The income derived from the property will split between the committed buyer and the committed seller upon execution of this Promise of Sale and also all funds being transferred to the committed seller, from the committed buyer, as outlined herein.


Eighth: The notary expenses resulting from the subscription of this contract will be paid in equal parts by the Contracting Parties; the expenses corresponding to the promise of sale and registration in the Real Estate Registrar will be to the sole expense of the committed buyer, as is usual in business.

This contract is awarded and signed in two copies of the same tenor, with one being given to each party.

Ninth: The authority of KENNETH DALE JOHNSON to represent the committed seller is evidenced in the public deed dated November 26, 2012, granted by the Notary Public of Santiago, Mr. Alberto Rojas Ramirez.

The authority of _____ to represent the
committed buyer is evidenced by _____


Taxpayer Identification Number:
For the Committed Seller


Passport Identification Number
Taxpayer Identification Number:
For the Committed Buyer

RUT: 48.157.346-7



LOAN AGREEMENT

[REDACTED]

TO

AGRÍCOLA Y COMERCIAL GALT'S GULCH SpA

THE UNDERSIGNED:

[REDACTED], domiciled at
[REDACTED]
hereinafter "Party 1" and

Agricola y Comercial Galt's Gulch SpA, a Chilean company limited by shares, duly represented by Mr. Kenneth Dale Johnson, citizen of the United States of America, passport number 457264203, both domiciled at Maria Teresa 6220, Office 505, borough of Las Condes, Santiago, Chile, hereinafter "Party 2"; and

Party 1 as lender, and Party 2, as borrower, by virtue of which Party 1 will deliver a certain amount of money to Party 2 which is obliged to refund it, under the terms and conditions here present, hereinafter the "Loan", agree the following:

1.- PURPOSE OF THE LOAN

The amount of money of the Loan shall be destined by Party 1 to purchase land and finance agricultural operations of the Galt's Gulch Chile Farm to be owned by Party 2 in the community of Galt's Gulch Chile, located approximately 17 kilometers north of Curacavi, Chile, on the land parcels described as:



- a) The property denominated HIJUELA TRES LEPE NORTE, from which the Lepe Ranch, located in the Municipality of Curacaví, Province of Melipilla, Metropolitan Region is divided, and whose ground plan was filed under number 18 at the end of the Property Registry of the year 1974, with the following specific boundaries; TO THE NORTH: The estate of Manuel Amado et al, starting from the El Condor Promontory and running down the boundary along the ridge of this promontory, passing through Hondo Pass, along the Los Maquis ridge, through the mine in the Los Maquis Pass, along the ridge of the Los Lunes Pass, along the ridge of the El Plomo Promontory and from there down to the Puangue Stream of the Del Crucero Peak; TO THE SOUTH; with the Dos Las Casas Estate, starting from the boundary with the Colliguay community, in the Aparragado Pass, running down the boundary along the Mount Hornilla Grande (Cerro de la Hornilla Grande) ridge, continuing along the Cefoncillo Pass and the mountain of the same name to the Los Arrieros Hill (Loma de Los Arrieros) and from their crossing over to the Pilas con Tierras ridge (Cordón de las Pilas con Tierras), through the Belloto pass, then running along the La Vega Ridge (Cordón de la Vega) to the Barrancón Gully, continuing from there to the Puangue Stream and continuing to part of the Mount El Cobre (Cerro El Cobre) cliff. TO THE EAST: with the Colliguay Community, along the ridge of the mountain from the El Condor Promontory to the Aparragado Pass; and TO THE WEST: with the Puangue Stream, starting from in front of the Mount El Cobre cliff, following the boundary northwards in an imaginary line through the center of said stream until it reaches the aforementioned Del Crucero Peak (Puntilla del Crucero), enclosing a surface area of one thousand one hundred and thirty-seven hectares within these boundaries.
- b) The property denominated HIJUELA DOS LAS CASAS ESTATE (HIJUELA DOS LAS CASAS), from which the Lepe Ranch, located in the municipality of Curacaví, Province of Melipilla, Metropolitan Region, was separated, and whose ground plan is registered under number 18 at the end of the Property Registry of 1974, with the following specific boundaries; TO THE NORTH; with the Tres Lepe Norte Estate, starting from the boundary with the Community of Colliguay, in the Aparragado Pass, running down the boundary along the ridge of Mount Hornilla Grande, continuing through the Cefoncillo Pass and the mountain of the same name to the Los Arrieros Hill and from there crossing to the Pilas con Tierras Ridge through the Belloto Pass and then running along the La Vega Ridge to the Barrancón Gully, continuing from that point to the Puangue Stream to a point in front of the Mount El Cobre cliff; TO THE SOUTH; with Estate One, El Tranque, with the Carén Stream in between, starting from the boundary of the Carén Ranch, running down the boundary through the center of the aforementioned Carén Stream until it reaches the Puangue Stream; TO THE WEST: with the Puangue Stream, starting from the intersection of the Carén and Puangue Streams at the mouth of the Carén Stream, following the boundary northwards in an imaginary line through the center of the Puangue Stream to a point in front of the Mount El Cobre Cliff, enclosing one thousand six hundred and thirty-six hectares within these boundaries, of which eighteen and a half hectares are irrigated.

The company "Inmobiliaria Galt's Gulch S.A." owns the aforementioned parcels. The company purchased them from Sociedad Agrícola Guipaca Limitada by public deed dated August 14, 2013, granted by the Notary Public of Viña del Mar Raul Farren Paredes. The title deed is registered on page three thousand one hundred and thirty-seven.



and thirty-seven, number three thousand nine hundred and fifteen, of the 2013 Property Registry of the Real Estate Registrar of Casablanca.

2.- CAPITAL CORRESPONDING TO THE LOAN: \$70,000 USD ~~XXXXXXXXXX~~
~~XXXXXXXXXX~~ KJ

3.- NO INTERESTS ON CAPITAL GIVEN AS A LOAN:

The Loan shall gain no interest, save in case of penalty interest for noncompliance as set forth in section 7 below.

4.- CONDITIONS UNDER WHICH THE LOAN MUST BE REPAID,
MODALITIES OF PAYMENT

Through three installments, due on the following dates:

- The loan installment, of one 1.24-acre residential lot in Galt's Gulch Chile real estate project, corresponding to 100% of the Loan, will be due at the completion of two years from the date of receipt of the Loan by **Party 2**, from **Party 1**; and

The repayment of the Loan shall be made by **Party 2** to **Party 1's** account indicated below in immediately available funds, no later than 2 p.m. local time at the place of payment, to be remitted by **Party 2** to **Party 1**, by means of deposit in the following account:

~~XXXXXXXXXX~~ N/A
KJ
Name of Account Holder: _____
Address of Account Holder: _____
Account No: _____
Bank: _____
Bank Address: _____
Swift Code: _____
FFC: _____ IBAN: _____



5.- MORATORY INTEREST

The delay in payment of the granted Loan will signify **Party 2** in default without need of judicial or extrajudicial summons, and in this case, **Party 2** will be obliged to pay a penalty of annual interest of 12% until effective payment.

6.- TAXES

Party 2 shall pay any applicable taxes, and particularly the Stamp Tax or "*Impuesto de Timbres y Estampillas*" that applies to the Loan in accordance with Chilean Decree Law 3.475 dated September 4, 1980.

7.- NOTICE

Any notice or other formal communication under this Agreement must be in writing and may be delivered in person, or sent by mail, e-mail or fax to the party to be served at its address appearing in this agreement and shall be addressed only to the following respective people (or to such other person as either Party may from time to time designate in writing):

Party 1

[REDACTED]

Attn: [REDACTED]

Tel: [REDACTED]

E-mail: [REDACTED]

Fax: [REDACTED]

Party 2

Agricola y Comercial Galt's Gulch SpA

Attn: Kenneth Johnson

Tel: 800-363-8073

E-mail: kjohnson@galtsgulchchile.com

Fax: 800-363-8073

8.- GOVERNING LAW & ARBITRAL CLAUSE

This Loan shall be governed by the laws of Chile. Any difficulty or dispute that may arise between the parties regarding the implementation, interpretation, duration, validity



enforcement of this Loan, or any other reason what so ever, shall be subjected to mediation under the Procedure Mediation Rules in force at the Arbitration and Mediation Center of Santiago. If mediation is unsuccessful, the difficulty or dispute shall be settled by arbitration under the Arbitration Procedure Rules of the same Center. The parties irrevocably give special power to the Santiago Chamber of Commerce AG, so that, upon written request of either party, an arbitrator will be designated from among the members of the arbitral body of the Arbitration and Mediation Center of Santiago

SIGNATURES

PARTY 1

Signature: _____

By: _____

Place: _____

Date: _____

Signature: _____

By: _____

Place: _____

Date: _____

PARTY 2

Signature: _____

By: Kenneth Johnson

Place: _____

Date: _____

Curaçavi, Chile

1/1/14



CONTRATO DE SUSCRIPCIÓN Y
PAGO DE ACCIONES

AGRICOLA Y COMERCIAL GALT'S
GULCH SPA

Y

Trust Name OR Individual

En Santiago de Chile, a 29th de Diciembre de 2013, entre, por una parte, KENNETH DALE JOHNSON, ciudadano de los Estados Unidos de America, número de pasaporte 457264203, en representación de AGRICOLA Y COMERCIAL GALT'S GULCH SPA, sociedad de giro de su denominación, ambos domiciliados para estos efectos en Maria Teresa numero 6220, oficina 505, comuna de Las Condes, Región Metropolitana, que en lo sucesivo e indistintamente se denominará también la "Sociedad" y por la otra parte,

[REDACTED], número de pasaporte [REDACTED], domiciliado para estos efectos en [REDACTED], que en lo sucesivo e indistintamente se denominará también el "Suscriptor", se ha acordado celebrar el siguiente contrato de suscripción y pago de acciones que consta de las siguientes cláusulas, en adelante el "Contrato":

PRIMERO: Agrícola y Comercial Galt's Gulch SpA, la "Sociedad", es una es una sociedad por acciones constituida y vigente de conformidad a las leyes de la República de Chile, mediante escritura pública

SHARE SUBSCRIPTION AND
PAYMENT CONTRACT

AGRICOLA Y COMERCIAL GALT'S
GULCH SPA

AND

(NAME OF SUBSCRIBER(S))

Trust Name OR Individual

In Santiago, Chile, on the (date) day of (month), 2013, by and among, KENNETH DALE JOHNSON, citizen of the United States of America, passport number 457264203, in representation of AGRICOLA Y COMERCIAL GALT'S GULCH SPA, a company with a agricultural and commercial trade, domiciled at Maria Teresa 6220, Oficina 505, borough of Las Condes, hereinafter the "Company" and, on the other hand, (full legal name of person or entity)

(citizenship) passport number (passport number) domiciled for these purposes at (address), (city), (state), (country) hereinafter the "Subscriber", have agreed on the following share subscription and payment agreement, hereinafter the "Agreement":

FIRST: Agrícola y Comercial Galt's Gulch SpA, the Company, is a share corporation duly incorporated and in force according to the laws of the Republic of Chile, by means of Incorporation Deed signed October



otorgada el día 11 de octubre de 2013 en la Notaría de Santiago de don César Sánchez García.

SEGUNDO: De acuerdo a los estatutos de la Sociedad su capital está dividido en 10.000 acciones nominativas de una misma serie y sin valor nominal de igual valor cada una.

TERCERO: El precio de compra de las 260 acciones adquiridas por el Suscriptor es la suma total de ~~100,000~~ (one hundred thirty thousand and 200 dollars) USD dólares de los Estados Unidos de América), que se abonará a la Sociedad en efectivo por transferencia bancaria a la cuenta bancaria de la Sociedad, dentro de los 2 días siguientes a la fecha de este documento.

CUARTO: La Sociedad declara recibir el precio de las acciones a su total y completa conformidad.

QUINTO: Cualquier duda o dificultad que surja entre las partes con motivo del presente contrato o de sus documentos complementarios o modificatorios, ya se refiera a su interpretación, cumplimiento, validez, terminación o cualquier otra causa relacionada con este contrato, se resolverá en Chile mediante arbitraje, conforme al Reglamento del Centro de Arbitrajes y Mediaciones de la Cámara de Comercio de Santiago A.G. Las partes confieren mandato especial irrevocable a la Cámara de Comercio de Santiago A.G. para que, a solicitud escrita de cualquiera de ellas, designe al árbitro arbitrador de entre los integrantes del cuerpo arbitral del Centro de Arbitrajes y Mediaciones de esa Cámara. En contra de las resoluciones del arbitrador no procederá recurso alguno, por lo cual venimos en renunciar expresamente a ellos. El árbitro queda

2013 in the Public Notary of Mr. Cesar Sanchez Garcia.

SECOND: According to the Company's bylaws its capital is divided in 10,000 nominal shares of one series, without nominal value, all of the same worth.

THIRD: The purchase price for the (# of shares) shares acquired by the Subscriber is a total amount of (subscription price) USD (dollar amount spelled out) dollars of the United States of America), to be paid to the Company in cash by wire transfer to the bank account of the Company, within the 2 days following the date of this document.

FORTH: The Company declares that it has received the full amount mentioned in the previous article to its complete satisfaction.

FIFTH: Any difficulty or controversy arising between the parties in connection with this agreement or its related or complementary documents or any of its amendments, with respect to their application, interpretation, duration, validity or execution or for any other reason, shall be submitted to Arbitration in Chile pursuant to the pertinent Rules of Procedure of the Arbitration and Mediation Center of the Chamber of Commerce of Santiago A.G.. The parties grant an irrevocable special power of attorney to the Chamber of Commerce of Santiago so that it may, at the written request of any party hereof, appoint the arbitrator ex aequo et bono from among the members of the arbitration corps of the Arbitration and Mediation Center of such Chamber. There shall be no remedy against the arbitrator's resolutions, which is hereby expressly



especialmente facultado para resolver todo asunto relacionado con su competencia y/o jurisdicción.

El arbitraje tendrá lugar en la ciudad de Santiago.

SEXTO: El presente contrato queda en todo sometido a las leyes de la República de Chile.

SEPTIMO: Para todos los efectos derivados del presente contrato, las partes constituyen domicilio especial en la ciudad de Santiago de Chile, comuna de Santiago, sometiéndose a la competencia de sus tribunales ordinarios de justicia en todas aquellas materias que no sean de competencia arbitral.

OCTAVO: El presente instrumento se otorga en tres ejemplares de igual tenor y fecha, quedando uno en poder de cada parte.

NOVENO: El presente instrumento se firma en idioma español, sirviendo los términos en inglés solo para efectos de referencia e información.

DECIMO: El presente instrumento servirá de contrato de compraventa y documento de cesión o traspaso de acciones, siendo cada firma del cedente y cesionario certificada por dos testigos mayores de edad.

DECIMOPRIMERO: Se entiende que los Títulos, las Acciones, el Capital Social y otros Valores y Beneficios de **AGRICOLA Y COMERCIAL GALT'S GULCH SPA** son guardados en varios Fideicomisos que involucran o que son gestionados por partes de interés para este acuerdo.

The arbitrator is especially empowered to resolve any matter relating to his/her competence and/or jurisdiction.

Arbitration procedures shall take place in Chile.

SIXTH: This agreement is subject to the laws of Republic of Chile.

SEVENTH: For the purposes of this agreement, the parties set their domicile in Santiago, Chile, county of Santiago, and grant competence to the courts of justice of said city in all matters, which are not subject to arbitration.

EIGHTH: This agreement is executed and delivered in three identical counterparts, and each party shall retain one of them.

NINTH: This document is signed in the Spanish language, and the English text will only be used for information and reference purposes.

TENTH: This agreement shall serve as share purchase agreement and share assignment document, and the signature of each of the assigner and assignee shall be certified by two witnesses of legal age.

ELEVENTH: It is understood that Stock, Shares, Equity, and other Value and Benefits of **AGRICOLA Y COMERCIAL GALT'S GULCH SPA** are held in various Trusts involving or managed by parties of interest to this Agreement.



DECIMOSEGUNDO: Se acuerda que cada Subscritor(es) de Acciones puede ser titular en representación de una(s) persona(s) física(s) o un Fideicomiso Privado de Protección de Activos que tendrá domicilio nacional o en el exterior, según determina el Fideicomisario.

TWELFTH: It is agreed that each Share Subscriber(s) may hold title in the name of an individual(s) or a Private Asset Protection Trust, which shall have local or foreign domicile as determined by the Trustee.



Firma del Suscriptor • Trust Name OR Individual

Nombre: [REDACTED]

Documento de Identidad:

Lugar:

Curacavi, Chile

Testigo N° 1 del Suscriptor

Nombre: Nathan Nicholas

Youngblut

Documento de Identidad:

US Pasaporte [REDACTED]

Domicilio:

Curacavi, Chile

Firma: [REDACTED]

Signature of Subscriber Trust Name OR Individual

Name: _____

Identification Document: _____

Place of Signature: _____

First Witness for the Subscriber

Name: _____

Identification Document: _____

Domicile: _____

Signature: _____

Testigo N° 1 del Suscriptor

Nombre: _____

Documento de Identidad: _____

Domicilio: _____

Firma: _____

Second Witness for the Subscriber

Name: _____

Identification Document: _____

Domicile: _____

Signature: _____



Firma del Sociedad

Nombre: Kenneth Johnson

Documento de Identidad:

RUT: 48.157.346-7

Domicilio:

Curacavi, Chile

Firma: [Signature]

Testigo N° 1 del Sociedad

Nombre: Nathan Nicholas

Youngblut

Documento de Identidad:

US Passport [Redacted]

Domicilio:

Curacavi, Chile

Firma: [Redacted]

Signature of the Company

Name: _____

Identification Document: _____

Domicile: _____

Signature: _____

First Witness for the Company

Name: _____

Identification Document: _____

Domicile: _____

Signature: _____

Testigo N° 1 del Sociedad

Nombre: _____

Documento de Identidad: _____

Domicilio: _____

Firma: _____

Second Witness for the Company

Name: _____

Identification Document: _____

Domicile: _____

Signature: _____



