

PROMISE OF SALE

"Inmobiliaria Galt's Gulch SA"

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1 *In Santiago on the _____ day of _____, 2013, before me,*
_____,
lawyer, notary public of Santiago, domiciled at _____,
there appear "**Inmobiliaria Galt's Gulch SA.**", 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 _____ domiciled at _____,
a _____ citizen, passport number _____,
2 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:

- 3 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 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 five acres (two hectares) 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 \$200,000 US Dollars (USD), or \$104,200,000 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 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. In the event that the five-acre lot is not formally approved within three hundred and sixty five (365) days of the execution and funding of this agreement, the committed seller shall pay back the purchase price to the committed buyer in two payments, with one payment of 2,250 UF (Unidad de

Fomento) due and payable one year from the date of execution and funding of this agreement and one payment of 2,250 UF due and payable two years from the date of execution and funding of this agreement.

Fifth: The promised sales contract will be entered into within three hundred and sixty five (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.

4 **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.

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 or
Taxpayer Identification Number:
For the Committed Buyer**

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Passport Number: