

REPUBLIC OF PERU



**Private Investment Promotion Agency
PROINVERSIÓN**

**Special Committee of Investment in Education, Health, Justice, Tourism, Real Estate and Capital Market
Projects and Other Sector sor Public Companies – PRO SOCIAL+**



PURCHASE AND SALE CONTRACT AND INVESTMENT CONTRACT

**PUBLIC BIDDING
PROMOTION PROCESS OF PRIVATE INVESTMENT OF
ANCÓN INDUSTRIAL PARK PROJECT**

2020

**IMPORTANT: This is an unofficial translation. In the case of divergence between the English and Spanish text,
the version in Spanish shall prevail.**

PURCHASE AND SALE CONTRACT

Mr. Notary:

Please add in your Registry of Public Deeds, one where is recorded the Purchase and Sale Contract (hereinafter "**CONTRACT**") entered by one part the Ministry of Production (hereinafter "**PRODUCE**") domiciled at Calle Uno Oeste 060 - Urbanización Córpac, San Isidro, Lima, duly represented by _____, identified with National Identity Card N° _____ according to designation made through _____; and, the other part _____ with Single Taxpayer Registry N° _____, domiciled at _____ represented by _____ with National Identity Card N° _____, according to powers registered in the Electronic Entry N° _____ of the Registry of Legal Persons of the Registry Office of _____ (hereinafter "the **BUYER**"), in the following terms and conditions:

FIRST CLAUSE:

BACKGROUND

- 1.1 By Agreement N°002-2016 of the National Council of Industrial Development of February 15, 2016, was declared the national relevance of the Ancón Industrial Park Project (hereinafter "PIA Project" or "Project").
- 1.2 At the request of the Ministry of Production, the Board of Directors of the Private Investment Promotion Agency - PROINVERSIÓN, in a session dated May 31, 2016, agreed to incorporate the Ancón Industrial Park Project (hereinafter PIA Project) into the process promotion of private investment by PROINVERSIÓN, under the mechanisms and procedures established in Legislative Decree No. 1224 and its Regulations, establishing that the modality for promoting private investment in the PIA Project will be that indicated in paragraph a) of section 31.1 of article 31 referring to the transfer of assets, regarding the land located in the district of Ancón, province of Lima, department of Lima.
- 1.3 By Supreme Resolution N° 02-2016-EF published on June 23, 2016, was ratified the agreement adopted by the PROINVERSIÓN Board of Directors.
- 1.4 PROINVERSIÓN Board of Directors, in session dated July 12, 2016, approved the Plan of Promotion of the PIA Project.
- 1.5 By Supreme Resolution N° 015-2016-EF published on July 27, 2016, was ratified the agreement adopted by PROINVERSIÓN Board of Directors indicated in the preceding paragraph.
- 1.6 Legislative Decree No. 1362 approved the Legislative Decree that regulates the Promotion of Private Investment through Public-Private Associations and Asset Projects, repealing Legislative Decree No. 1224. Article 49 of Legislative Decree No. 1362 defines the Projects in Assets and establishes certain rules applicable to them, without prejudice to legislation in force

- 1.7 Through resolution of the Board of Directors of PROINVERSIÓN No. 63-1-2018-CD adopted in session dated September 18, 2018, the constitution of the Special Investment Committees of PROINVERSIÓN was modified, modifying it by means of Agreement No. 65-1- 2018-CD, the name of said Committees, including the current Special Committee for Investment in Education, Health, Justice, Tourism, Real Estate and Capital Market Projects and Other Sectors or public companies - PRO SOCIAL +.
- 1.7 By means of Supreme Decree No. 240-2018-EF, the Regulation of Legislative Decree No. 1362 that regulates the Promotion of Private Investment through Public-Private Associations and Asset Projects was approved.
- 1.8 The Bidding Terms, prepared in accordance with Legislative Decree No. 1362 and its regulations approved by Supreme Decree No. 240-2018-EF, were approved by the Special Committee for Investment in Education, Health, Justice, Real Estate and Tourism Projects - PRO SOCIAL +, by means of Agreement N ° ____ of ____ of _____, 2020 and, having received approval by means of Resolution of the Executive Director of PROINVERSIÓN N ° ____ of ____ of _____ of 2020, were ratified by Agreement of the Board of Directors of PROINVERSIÓN, adopted in a session dated ____ of _____ 2020.
- 1.9 On ____ of _____ 2021, the Special Committee for Investment in Education, Health, Justice, Real Estate and Tourism Projects - PRO SOCIAL +, awarded the approval of the Bidding to _____, who has accredited compliance with the conditions provided in the Bidding Terms to proceed with the signing of this CONTRACT and the Investment Contract.

SECOND CLAUSE:

LAND PROPERTY

PRODUCE owns a land located between kilometers 45 + 850 to 50 + 750 of the Panamericana Norte highway, district of Ancón, province and department of Lima, which has an area of 13'382,257.00 m2 (1,338.22 ha), called Parcela 1A, it is registered in Registration No. 13409092 of the Lima Registry Office. Hereinafter, this property is called "**THE LAND**".

THIRD CLAUSE:

PURPOSE OF THE CONTRACT

By this **CONTRACT**, **PRODUCE** transfers **THE LAND** in real sale and perpetual disposal in favor of **THE BUYER**, who expressly declares to have visited it, to know it and to be fully aware of the state and the legal situation of the same, especially of its zoning, as well as that the exclusive purpose for which it is acquired is the execution and development of the Ancón Industrial Park project.

Likewise, **THE BUYER** expressly declares that it knows that the Land was used as a military training and instruction field, having had access, during the Bidding stage, to the studies and work carried out for the cleaning of military supplies from the surface of said Land; being satisfied, reason for which he subscribes this **CONTRACT**.

The present purchase and sale of **THE LAND** is carried out as it is, including its airs, entrances, exits, uses, customs, easements and everything that in fact and by right corresponds to it without reservation or limitation.

The signing of this **CONTRACT** by the parties implies the delivery of possession of **THE LAND** in favor of **THE BUYER**.

FOURTH CLAUSE: **LAND PRICE**

The sale price of **THE LAND** subject of this purchase and sale is the one offered by the awardee of the Public Bidding of the Private Investment Promotion Process of the Ancón Industrial Park project, whose offer amounting to the sum of 00/100 dollars of the United States of America), is included as Annex N ° 1 of this **CONTRACT**. The price is paid at the time of signing this minute.

By this **CONTRACT** it is stated that the price of **THE LAND** paid by the awardee of the Public Bidding of the Private Investment Promotion Process of the Ancón Industrial Park project, will be delivered to PROINVERSIÓN, the entity in charge of the promotion process of private investment, for the distribution of corresponding funds, in accordance with the Law of Bases of Decentralization.

FIFTH CLAUSE: **AD CORPUS TRANSFER**

The transfer agreed in this **CONTRACT** is carried out Ad Corpus, that is, throughout **THE LAND** and not based on a specific value for each unit of measure.

Notwithstanding what is stated in the previous paragraph, the parties declare that there is a perfect equivalence between the established price and **THE LAND** being sold.

As a consequence of the foregoing, they also declare that if there is any difference that is not noticed at the time of signing this **CONTRACT**, the parties make a mutual grace and reciprocal donation, waiving any action or exception that tends to invalidate in all or in part the effects of this **CONTRACT** and also waiving the terms to file them.

SIXTH CLAUSE: **LAND ENCUMBRANCES**

PRODUCE declares that on **THE LAND** there are no legal or extrajudicial encumbrances or measures that limit or restrict its free disposition or property rights, nor precarious or invaders that could affect the possession of it; specifying that on the property there are charges registered in Entries D0002 and D0003 of Registration Certificate No. 13409092 of the Lima Registry Office related to the fulfillment of the purpose of the Project, under penalty of reversion in accordance with the provisions of the indicated entries.

Notwithstanding this, it is established by the merit of this **CONTRACT**, that **THE LAND** may only be used for the purposes of the Ancón Industrial Park project, to which the private investment promotion process that gave rise to this contract refers and consequently, it may not be used for housing or other purposes not compatible with the PIA.

THE BUYER declares and undertakes to ensure that the cargo referred to in the preceding paragraph remains unchanged and is not harmed, restricted or limited by any affectation and/or agreement and / or contract entered into in relation to the attributes or property of the land. In this sense, **THE BUYER** will make sure to include in the contracts and/or agreements entered into with third parties, a clause by which such third parties must also respect the restriction of use referred to in the preceding paragraph.

SEVENTH CLAUSE:

TAX OBLIGATIONS

PRODUCE declares that no sum is owed for municipal taxes because **THE LAND** is not affected to them in accordance with literal a) of article 17 of Legislative Decree 776, Municipal Tax Law. In this sense, as of the signing of this minute, **THE BUYER** assumes all obligations as owner, with respect to municipal taxes, being his obligation to make the corresponding charge before the District Municipality of Ancón making the respective sworn statements.

This transfer is affected by the Alcabala Tax which is borne by **THE BUYER**.

EIGHTH CLAUSE:

CROSS BREACH

THE BUYER declares to acknowledge that the transfer of **THE LAND** is carried out within the framework of the Public Bidding of the Private Investment Promotion Process of the Ancón Industrial Park Project, which contemplates, in addition to this **CONTRACT**, the execution of the Investment Contract for the development of the Ancón Industrial Park, which is signed on the date by the same parties.

For this reason, the breach by **THE BUYER** of this **CONTRACT** causes a substantial breach in the Investment Contract and vice versa, being **PRODUCE** able to make use of the rights and remedies granted by the Investment Contract, this **CONTRACT** and the Laws and Provisions Applicable in such circumstance. Likewise, the termination of this Contract due to breach of the **BUYER** constitutes an assumption of termination of the Investment Contract and vice versa, excluding the remedies and rights of **PRODUCE** mentioned above, including the execution of the Performance Bond Guarantee of the Investment Contract, issued in accordance to what is stated in the Bidding Terms.

NINTH CLAUSE:

RESOLUTION OF FULL RIGHT

9.1 **THE BUYER** declares and guarantees that neither it, nor its shareholders, partners or related companies, nor any of its respective directors, officers or members of the administrative bodies, nor any of its employees, advisers, legal representatives, proxies, representatives or agents or related persons, have incurred or attempted to incur in acts of corruption, nor have they paid, offered, negotiated or carried out, nor have they tried or will try in the future, to pay, offer, negotiate or make, directly or indirectly, any payment or, in general, any benefit, incentive or illegal commission to any authority related to the granting of the Good Proof, to the subscription or, to the execution of this **CONTRACT**, as appropriate.

For the determination of the relationship referred to in the first paragraph, the provisions of SMV Resolution No. 019-2015-SMV / 01 or regulation that modifies or replaces it will apply.

9.2 It shall be expressly established that the **CONTRACT** will be terminated of full right, in the cases that:

9.2.1 **PRODUCE** verifies that any of the natural or legal persons mentioned in the indicated section 9.1, have been convicted by means of a consensual or enforceable judgment, or have admitted or recognized the commission of any of the crimes established in Section IV of Chapter II of Title XVIII of the Peruvian Penal Code or equivalent crimes, in case these have been committed in other countries, before a competent national or foreign

authority, in relation to the granting of the Bid Award, with the signing of this **CONTRACT** or, with its corresponding execution;

9.2.2 **PRODUCE** verifies that, according to the provisions set forth in Article 1366º of the Civil Code or in Article 29º of Legislative Decree N° 1362, **THE BUYER** was prevented from being a Bidder; or,

9.2.3 **PRODUCE** verifies that the affidavits, documentation or information delivered and/or provided by **THE BUYER** in its capacity as Bidder, are false or adulterated.

9.3 In the event that the contract termination occurs as a consequence of any of the assumptions referred to in sections 9.2.1, 9.2.2 or 9.2.3 of this clause, the parties expressly agree that it will apply to the **BUYER** a penalty in favor of **PRODUCE** equivalent to ten percent (10%) of the price paid for the land, without prejudice to compensation for subsequent damage; additionally proceeding in accordance with the provisions of section 15.2 of Clause Fifteen of the Investment Contract. **THE BUYER** may not require or demand any kind of compensation from **PRODUCE**.

9.4 Without prejudice to the foregoing, **PRODUCE** will execute the Performance Bond Guarantee of the Investment Contract.

TENTH CLAUSE: **INTERPRETATION AND SETTLEMENT OF DISPUTES**

10.1 The **CONTRACT** will be governed and interpreted in accordance with Peruvian law. Therefore, the parties express that the content, execution, conflicts and other consequences that arise from it, will be governed by the Peruvian legal system, the same that **THE BUYER** declares to know.

10.2 This **CONTRACT** shall be interpreted as a unit and in no case each of its clauses independently. In case of divergence in the interpretation of this **CONTRACT**, the following order of priority will be followed to resolve said situation:

- a) The **CONTRACT** and its amendments;
- b) Circulars referred in the Bidding Terms;
- c) The Bidding Terms; and,
- d) The Peruvian Civil Code.

10.3 **THE BUYER** and its partners, shareholders or participants expressly, unconditionally and irrevocably waive any diplomatic claim, for controversies or conflicts that may arise from the **CONTRACT**.

10.4 Direct Deal

The parties declare that it is their will that all conflicts or uncertainties of an arbitrable nature, with legal relevance, that may arise with respect to the interpretation, execution, compliance, and any aspect related to the existence, validity or effectiveness of the contract, its termination, will be resolved by direct deal between the parties.

The term of direct deal must be ninety (90) days from the date on which one party communicates to the other, in writing, the existence of a conflict or uncertainty with legal relevance. The request to initiate direct treatment must include a description of the controversy and its proper

justification, as well as be accompanied by all the corresponding evidence. The agreements adopted by the Parties during the direct deal procedure must be reflected in the respective minutes.

The term referred to in the preceding paragraph may be modified by a joint decision of the Parties, taking into account the circumstances of each dispute. Said, agreement must be in writing.

10.5 Arbitration Agreement

Once the direct deal has been exhausted, all disputes, derived from or related to this **CONTRACT**, will be definitively resolved by arbitration in accordance with the Arbitration Regulations of the National and International Center of Arbitration of the Lima Chamber of Commerce, to which rules, administration and decision are submitted by the parties unconditionally, declaring that they know and accept them in their entirety, unless it conflicts with what is established in the following paragraphs.

The arbitration procedure for the resolution of a Controversy derived from or related to this **CONTRACT** must be carried out in the city of Lima, Peru and will be conducted in Spanish.

Common Procedural Rules

- a) The Arbitral Tribunal will be composed of three (3) members. The Party that submits a request for arbitration must include in it the appointment of its arbitrator and request the other party to comply with the appointment of its arbitrator, within a period of thirty (30) days from the date of receipt of the respective request for appointment.
- b) Within thirty (30) days following the date of the appointment of the second arbitrator, the Parties will hold consultations to designate by mutual agreement the President of the Arbitration Tribunal. The Parties may extend this period by mutual agreement.
- c) If one of the Parties fails to designate its Arbitrator, or if the Parties do not reach an agreement on the appointment of the President of the Arbitral Tribunal within the established period, the arbitrators not appointed by that date will be appointed, at the request of any of the Parties, by the arbitration center.
- d) The arbitrators should preferably have studies and/or extensive experience and/or experience as a teacher in civil law and/or property civil law.
- e) In the arbitration apply necessarily the following order of priority:
 - The Political Constitution of Peru
 - Legislative Decree N° 1362 or regulation that modifies it or replaces it and its regulation
 - The Civil Code, to the extent that it does not collide or is contradictory with the previous norms and principles
 - General principles of law
- f) The arbitrators may make up, at their discretion, any difference or gap in the legislation or in the Contract, by applying the general principles of law.
- g) The decisions of any government authority that are issued in the execution of their administrative powers attributed by express rule, whose way of claim is the administrative route, may not be a matter of direct treatment or arbitration.
- h) The award issued will be integrated into the contractual rules established in the Purchase and Sale Contract.
- i) The Parties agree that the award issued by the Arbitral Tribunal will be final and unappealable. In this sense, the parties must consider it as a judgment of last resort, with res judicata authority. Consequently, the Parties waive any challenge to the arbitration award, declaring

that it will be binding, definitively enforced and immediately enforceable, except for the causes specifically provided for in Article 63 of Legislative Decree No. 1071, as the case may be.

- j) During the development of the arbitration, the parties will continue with the execution of their contractual obligations, including those that are the subject of the arbitration, to the extent possible. In the event that it is materially impossible to fulfill the obligations subject to arbitration, the respective period for the fulfillment of such obligations will be suspended. The Performance Bond Guarantee of the Contract may not be executed for the reason that gave rise to the arbitration, and it must be kept in force during the arbitration procedure.
- k) Unless the Arbitral Tribunal decides otherwise, all the expenses generated by the arbitration, including the fees of the arbitrators who participate in the resolution of a controversy will be assigned to the losing party. The same rule applies in case the defendant or counterclaim acquiesces or acknowledges the claim of the plaintiff or the counterclaim. The plaintiff or the counterman who withdraws from the claim will also bear the expenses. In case the procedure ends without a pronouncement on the merits of the claims due to a transaction or conciliation, said agreement will establish the responsibility to assume the aforementioned expenses. In case the transaction or conciliation does not establish it, each party will cover its own expenses. Likewise, if the award partially favors the positions of the parties, the Arbitral Tribunal will decide the distribution of the aforementioned expenses.
- l) Also will apply, the regulations of Legislative Decree ° 1071, General Arbitration Law, including those aspects modified by Emergency Decree N° 20-2020.

ELEVENTH CLAUSE: NOTARIAL AND REGISTRY EXPENSES

Notary and registration expenses arising as a result of this transfer will be the exclusive responsibility of **THE BUYER**, including a testimony of this transfer for **PRODUCE**.

Please, Mr. Notary, add the clauses and inserts of the law, submitting the respective documents to the Lima Real Property Registry for proper registration.

PRODUCE

THE BUYER

INVESTMENT CONTRACT

Mr. Notary:

Please add in your Registry of Public Deeds, one where is recorded the Investment Contract (hereinafter **"Investment Contract"**) entered by one part the Ministry of Production (hereinafter **"PRODUCE"**) domiciled at Calle Uno Oeste 060 - Urbanización Córpac, San Isidro, Lima, duly represented by, identified with National Identity Card N°according to appointment made through; and, the other part with Single Taxpayer Registry N°, domiciled at represented by, identified with National Identity Card N°, according to powers registered in the electronic Entry N° of the Registry of Legal Persons of the Registry Office of (hereinafter **"THE DEVELOPER"**) in the following terms and conditions:

FIRST CLAUSE:

BACKGROUND

- 1.1 By Agreement N°002-2016 of the National Industrial Development Council of February 15, 2016, was declared the national relevance of the Ancón Industrial Park Project (hereinafter **"PIA Project"** or **"Project"**).
- 1.2 Commissioned by the Ministry of Production, the Board of Directors of the Private Investment Promotion Agency - PROINVERSIÓN, in a session dated May 31, 2016, agreed to incorporate the Project into the process of promoting private investment in charge of PROINVERSIÓN, under the mechanisms and procedures established in Legislative Decree No. 1224 and its Regulations, establishing that the modality of promoting private investment in the PIA Project will be that indicated in literal a) of section 31.1 of article 31 referring to the transfer of assets, with respect to the land located in the district of Ancón, province of Lima, department of Lima.
- 1.3 Through Supreme Resolution N° 02-2016-EF published on June 23, 2016, was ratified the agreement adopted by PROINVERSIÓN Board of Directors.
- 1.4 PROINVERSIÓN Board of Directors, in session dated July 12, 2016, approved the Plan of Promotion of the PIA Project.
- 1.5 By Supreme Resolution N° 015-2016-EF published on July 27, 2016, was ratified the agreement adopted by PROINVERSIÓN Board of Directors indicated in the preceding paragraph.
- 1.6 Legislative Decree No. 1362 approved the Legislative Decree that regulates the Promotion of Private Investment through Public-Private Associations and Asset Projects, repealing Legislative Decree No. 1224. Article 49 of Legislative Decree No. 1362 defines the Projects in Assets and establishes certain rules applicable to them, without prejudice to current legislation.

- 1.7 Through resolution of PROINVERSIÓN Board of Directors No. 63-1-2018-CD adopted in a session dated September 18, 2018, the constitution of the Special Investment Committees of the Private Investment Promotion Agency - PROINVERSIÓN was modified. modifying by means of Agreement N ° 65-1-2018-CD, the name of said Committees, among them that of the current Special Committee for Investment in Education, Health, Justice, Tourism, Real Estate and Capital Market Projects and Other Sectors or public companies - PRO SOCIAL +.
- 1.8 Through Supreme Decree No. 240-2018-EF, the Regulation of Legislative Decree No. 1362 that regulates the Promotion of Private Investment through Public-Private Partnerships and Asset Projects was approved.
- 1.9 The Bidding Terms, prepared according to Legislative Decree No. 1362 and its regulations approved by Supreme Decree No. 240-2018-EF, were approved by the Special Committee for Investment in Education, Health, Justice, Real Estate and Tourism Projects - PRO SOCIAL +, by means of Agreement N ° ____ of ____ of _____, 2020 and, having received approval by means of Resolution of the Executive Director of PROINVERSIÓN N ° ____ of ____ of _____ of 2020, were ratified by Agreement of PROINVERSIÓN Board of Directors, adopted in a session dated ____ of _____ 2020.
- 1.10 On ____ of _____, 2021, the Special Committee for Investment in Projects of Education, Health, Justice, Tourism, Real Estate and Capital Markets and Other Sectors or public companies - PRO SOCIAL +, awarded the approval of the Bidding to _____, who has accredited compliance with the conditions set forth in the Bidding Terms to proceed with the signing of this Investment Contract and the Purchase and Sale Contract.
- 1.11 In this Investment Contract, the terms defined in the Bidding Terms and the Purchase Agreement will be used, unless additional terms are defined.

SECOND CLAUSE:

OBJECT AND NATURE OF THE INVESTMENT CONTRACT

- 2.1 By this Investment Contract, the DEVELOPER assumes the obligation of PRODUCE to execute the investments determined in the Investment Plan, prepared according to what is indicated in Annex 1, (hereinafter "Infrastructure and Services"), with the exclusive purpose of developing the Ancón Industrial Park project; in the deadlines, terms and conditions established in said Plan and in Clause Tenth of this Investment Contract.
- 2.2 The investments will be executed in the land acquired, through the Purchase and Sale Contract signed on the date by the DEVELOPER within the framework of the Bidding, located between kilometers 45 + 850 to 50 + 750 of the Panamericana Norte highway, Ancón district, province and department of Lima, which has an area of 13'382,257.00 m² (1,338.22 ha), and whose registration is registered in Electronic Certificate No. 13409092 of the Lima Registry Office. The DEVELOPER declares and undertakes that the product of the investments made, which constitute the industrial park object of the Bidding, will be subject to the exclusive and common property regime referred to in Law No. 27157.

- 2.3 This Investment Contract is civil in nature and in this sense is governed by its own terms and in a supplementary manner by the Civil Code and other Applicable Laws and Provisions. PRODUCE and THE DEVELOPER agree that, since the Project is a project in assets governed by Legislative Decree 1362 and its Regulations, the obligations of the parties will be fundamentally of result, unless otherwise agreed or mandatory mandate of the Applicable Laws and Provisions.
- 2.4 This Investment Contract is closely linked to the Purchase and Sale Contract since both are derived from the award of the bid for the Promotion of Private Investment of the Ancón Industrial Park Project. For this reason, the breach of this Investment Contract originates a breach of the Purchase and Sale Contract and vice versa, being PRODUCE able to exercise the remedies and rights that this Investment Contract, the Sale Contract and the Applicable Laws and Provisions allow in its favor in said circumstance. Likewise, the termination of this Investment Contract due to breach of the DEVELOPER constitutes a case of termination of the Sale and Purchase Contract and vice versa, excluding the remedies and rights of PRODUCE mentioned above, including the execution of the Performance Bond Guarantee of the Investment Contract, issued in accordance with the provisions of the Bidding Terms.
- 2.5 The DEVELOPER declares and acknowledges that the obligations under its charge derived from this **CONTRACT** are for its sole account, cost and risk with respect to the Project, including the following risks, without this list being considered limiting: (i) delay in the delivery of the authorizations, permits and licenses or other administrative acts for the development of the Project, as well as the failure to obtain them; (ii) delay in the delivery of easements or concessions as well as failure to obtain them; (iii) breach of the DEVELOPER, of any of the obligations established in the **CONTRACT**; (iv) development of an industrial condominium; (v) lack of financial capacity of the DEVELOPER; (vi) bankability; (vii) deviations in the investment cost or CAPEX; (viii) deviations in operation and maintenance costs or OPEX; (ix) demand and plot trade; (x) provision of basic services; (xi) road connectivity; (xii) social and relationship with the community and neighbors; (xiii) force majeure; (xiv) inflation rate; (xv) interest rate; (xvi) exchange rate; (xvii) change in planned financing; (xviii) delay in the income calendar; (xix) insufficient insurance; (xx) refinancing; (xxi) insolvency; (xxii) dimension and cost overruns; (xxiii) geological; (xxiv) cultural heritage; (xxv) findings in excavations, movement of masses, leveling of land, cutting and filling; (xxvi) seismic and other acts of nature; (xxvii) epidemic and / or pandemic.
- 2.6 The correct and timely fulfillment of each and every one of the obligations in charge of the DEVELOPER will be guaranteed with the Performance Bond Guarantee of the Investment Contract, which will be equivalent to US \$ 30'000,000.00 (thirty million and 00/100 of dollars of the United States of America). Said guarantee must be issued in accordance with the provisions of the Bidding Terms and must be in force for the entire term of this Investment Contract and up to sixty (60) calendar days after its termination.

THIRD CLAUSE: CLOSING DATE

3.1 Declarations of the parties

3.1.1 Declarations of THE DEVELOPER

The DEVELOPER guarantees on the Closing Date, the truthfulness of the following declarations:

- a. That he is duly authorized and has the capacity to assume the obligations that correspond to him as a result of the execution of this Investment Contract, having fulfilled all the necessary requirements to formalize it.
- b. It is not necessary to carry out other acts or procedures by the DEVELOPER to authorize the subscription and fulfillment of the obligations that correspond to it in accordance with this Investment Contract.
- c. He is not prevented from contracting in accordance with the provisions of article 1366 of the Civil Code and he is not administratively sanctioned with temporary or permanent disqualification in the exercise of his rights to contract with the State and, likewise, he has no current impediment and has not had nor during the development of the bidding according to the provisions of article 29 of Legislative Decree No. 1362.
- d. That both he and his partners, shareholders or other analogous, expressly, unconditionally and irrevocably waive any diplomatic claim for controversies or conflicts that may arise from this Investment Contract.
- e. That all the information, statements, certifications and, in general, all the documents presented in Envelopes No. 1, No. 2 and No. 3 during the Bidding stage are true and remain valid.
- f. That there are no actions, trials, arbitrations or other legal proceedings in progress, or judgments, or decisions of any kind not executed, against him, that are intended to prohibit or otherwise impede or limit the fulfillment of the commitments or obligations contemplated in this Investment Contract.
- g. That he has visited the Land and is aware of its status and legal situation and that, likewise, he knows that the Land was used as a military training and instruction field, having had access during the Bidding stage to the studies and work carried out for the cleaning of military supplies from the surface of said Land; being satisfied, reason for which he subscribes this **CONTRACT**.
- h. That, by the merit of signing the Purchase and Sale Contract and this Investment Contract, takes possession of the Land.
- i. That both in the Purchase and Sale Contract and in this Investment Contract, there is a situation of contractual equilibrium between the parties, in relation to the correspondence between the obligations assumed by the parties.

3.1.2 Declarations of PRODUCE:

PRODUCE guarantees on the Closing Date, the truthfulness of the following declarations:

- a. That it is duly authorized, in accordance with Applicable Laws and Provisions, to act as such in this Investment Contract.
- b. That no other action or procedure on the part of PRODUCE is necessary to authorize the signing of this Investment Contract.
- c. That there are no Laws or Applicable Provisions in force that prevent it from complying

with its obligations arising from this Investment Contract, nor are there actions, lawsuits, investigations, litigation or proceedings in progress before a jurisdictional body, arbitral tribunal or Government Authority, judgments, awards or decisions of any kind not executed, that prohibit, oppose or, in any way, prevent the subscription or fulfillment of the terms of this Investment Contract.

- d. That it has the free availability of the **LAND**, that is, there are no occupants, invaders or similar, that limits the immediate occupation of it.
- e. That both in the Purchase and Sale Contract and in this Investment Contract, there is a situation of contractual equilibrium between the parties, in relation to the correspondence between the obligations assumed by the parties.

3.2 Verifications at the Closing Date

3.2.1 The DEVELOPER at the Closing Date, has complied with the following:

- a. Deliver the testimony of the public deed of the social constitution and statute of the DEVELOPER, with the proof of registration, in order to prove that it is a legal person validly constituted in Peru in accordance with the Applicable Laws and Provisions.
- b. Prove the registration, in the corresponding registry office, of the powers of the legal representative who will sign this Investment Contract.
- c. Deliver a notarized copy of the documents stating that its competent internal bodies have approved this Investment Contract.
- d. Deliver a notarized copy of the entries in the registration book or equivalent document in order to prove that it has the same partners, shareholders, participations or members, and in the proportions required by the Bidding Terms.
- e. Deliver proof of not being disqualified or suspended from contracting with the State, issued by the State Procurement Supervisory Body (OSCE), with respect to the Bidder or the Members of the Consortium that was awardee, as the case may be.
- f. Deliver the Performance Bond Guarantee of the Investment Contract, the same that meets the conditions and characteristics indicated in the Bidding Terms.

3.2.2 PRODUCE on the Closing Date has complied with verifying that PROINVERSIÓN has returned the Proposal Seriousness Guarantee submitted by the awardee during the Bidding.

FOURTH CLAUSE:

VALIDITY OF THE INVESTMENT CONTRACT

- 4.1 This Investment Contract will enter into force as of the Closing Date and will be valid for 16 (sixteen) years or until PRODUCE has verified that the DEVELOPER has fully executed the benefits under its charge referred to in Clause Tenth, whatever happens first.
- 4.2 The validity of this Investment Contract may be modified by agreement between the parties, by

means of an agreement that will appear in an addendum.

FIFTH CLAUSE: **RESOLUTION OF FULL RIGHT**

- 5.1 **THE DEVELOPER** declares and guarantees that neither it, nor its shareholders, partners or related companies, nor any of its respective directors, officers or members of the administrative bodies, nor any of its employees, advisers, legal representatives, proxies, representatives or agents or related persons, have incurred or attempted to incur in acts of corruption, nor have they paid, offered, negotiated or carried out, nor have they tried or will try in the future, to pay, offer, negotiate or make, directly or indirectly, any payment or, in general, any benefit, incentive or illegal commission to any authority related to the granting of the successful bid, to the subscription or, to the execution of this **CONTRACT**, as appropriate.

For the determination of the relationship referred to in the first paragraph, the provisions of SMV Resolution No. 019-2015-SMV / 01 or regulation that modifies or replaces it will apply.

- 5.2 It is expressly established that the **CONTRACT** will be fully terminated, in the cases that:

5.2.1 **PRODUCE** verifies that any of the natural or legal persons mentioned in the indicated section 5.1, have been convicted by means of a consensual or enforceable judgment, or have admitted or recognized the commission of any of the crimes typified in Section IV of Chapter II of Title XVIII of the Peruvian Penal Code or equivalent crimes, in case these have been committed in other countries, before a competent national or foreign authority, in relation to the granting of the Good Proof of the Contest, with the signing of this **CONTRACT** or, with its corresponding execution;

5.2.2 **PRODUCE** verifies that, according to what is stated in Article 1366^o of the Civil Code or in Article 29^o of Legislative Decree N ° 1362, **THE DEVELOPER** was prevented from being a Bidder; or,

5.2.3 **PRODUCE** verifies that the affidavits, documentation or information delivered and / or provided by **THE DEVELOPER** in its capacity as Bidder, are false or adulterated.

- 5.3 If the contract is terminated as a result of any of the assumptions referred to in paragraphs 5.2.1, 5.2.2 or 5.2.3 of this clause, the parties expressly agree that it will apply to the **DEVELOPER** a penalty in favor of **PRODUCE** equivalent to ten percent (10%) of the price paid for the land, without prejudice to compensation for subsequent damage; proceeding additionally in accordance with the provisions of section 15.2 of Clause Fifteen of this **CONTRACT**. The **DEVELOPER** may not demand or sue **PRODUCE**, any type of compensation.

- 5.4 Without prejudice of the aforementioned, **PRODUCE** will execute the Performance Bond Guarantee of the Investment Contract agreed by the parties.

SIXTH CLAUSE: **INFORMATION RIGHTS OF PRODUCE**

- 6.1 By this Investment Contract, **PRODUCE** ,may request **THE DEVELOPER**, the following information and documentation related to the Project, during its different phases:

a) Technical file and other documents necessary to obtain permits, licenses, authorizations,

concessions or any other administrative act for the development of the Project.

- b) Schedule of execution of works.
- c) Pre-sales held by the DEVELOPER, considering through this term any transfer of ownership or possession of portions of the Land.
- d) Number and location of occupied lots.
- e) Operational status of electricity distribution services.
- f) Operational status of water services.
- g) Possible environmental contingencies that could affect the Project

6.2 To access the information or documentation requested, PRODUCE must formally request it. THE DEVELOPER will have a period of no more than 30 business days, counted from the notification with the request, to present the request. The information must be delivered in simple copies or digitized. In case the information or documentation is not available or is not final, THE DEVELOPER must indicate such circumstance to PRODUCE. These requirements may not be carried out more than four (4) times in the span of a calendar year.

SEVENTH CLAUSE: **IMPLICATIONS OF THE RIGHT OF INFORMATION OF PRODUCE**

The parties acknowledge that the information rights agreed in the preceding Clause do not give rise to any responsibility for PRODUCE nor can they be interpreted in the sense that PRODUCE assumes any risk in relation to the activities of the DEVELOPER, including the risks indicated in section 2.5 of the Second Clause.

EIGHTH CLAUSE: **RIGHTS AND OBLIGATIONS OF THE PARTIES**

Both Parties undertake to execute this Contract in good faith. This obligation implies that their interactions will be reasonable, clear, complete, supported, timely and ensuring the success of the project. It also implies that when an obligation has been established by one of the parties without specifying its scope, it must be fulfilled as required by the Applicable Laws and Provisions and that the requests of the parties will be addressed taking into account the indicated in this paragraph.

.1 Rights and Obligations of the DEVELOPER according to this Investment Contract:

8.1.1 DEVELOPER Rights

The rights of the DEVELOPER are the following:

- a. Build, operate and maintain the Project directly or through third parties.
- b. Use the construction methods that it considers appropriate for the execution of the Project works, provided that they do not contravene the Applicable Laws and Provisions.
- c. Commercialize the Lots that result from the authorization of the Land under any

- modality and under any title not prohibited by the Applicable Laws and Provisions.
- d. Exercise the possessory defenses that the Applicable Laws and Provisions allow, in defense of the Land.
- e. The DEVELOPER may carry out the pre-sale of lots within the Land before the completion of the works, under the condition that the money collected therein is exclusively destined to cover the Project Investments and Services.

8.1.2 DEVELOPER Obligations

The obligations of the DEVELOPER are the following:

- a. Use the Land for the purposes of the Ancón Industrial Park project, to which the process of promoting private investment refers and that gave rise to this Contract and therefore, not give the Land use of housing or other uses not compatible with the PIA .

THE DEVELOPER must include in the contracts and/or agreements entered into with third parties, a clause by which such third parties must also respect the restriction of use referred to in the preceding paragraph.

- b. The fulfillment of the Investments and Services consigned in the Tenth Clause
- c. Deliver to PRODUCE the Performance Bond Guarantee of the Investment Contract, which must comply with the conditions and characteristics indicated in the Bidding Terms and must remain in force throughout the duration of the Investment Contract and up to sixty (60) subsequent calendar days upon completion; in the amounts provided therein.
- d. Obtain the necessary permits, authorizations and licenses to start the construction of the works, from the corresponding administrative authorities.
- e. Obtain and maintain the easements required to make the Investments and provide the committed Services.
- f. Execute, either directly or through third parties, the Investments and Services in accordance with the terms and conditions established in Annex 1 of this Investment Contract. The Developer is solely responsible to Produce for the execution of the Project, even if the execution is carried out through third parties.
- g. Develop the management and operation structure of the Project, organize the proposed condominium or property structure, and provide the users of the Project with the minimum services required, either directly or through third parties.
- h. Upon completion of the tenth month of the signing of this CONTRACT, the DEVELOPER must submit to PRODUCE, an Investment Plan that includes a schedule of activities and a plan with the stages or phases of urbanization

explaining these and the provision of urban services provided in the PROJECT, which will be represented on a map of the Industrial Park area. Said Investment Plan must take into account the investment commitments and maximum terms established in Annex 1. The execution of the investments may exceed the terms established in the Investment Plan, provided that it does not exceed the terms established in Chapter 10 of Annex. 1.

The **DEVELOPER** may promote other investments that are not included in the required Investment Plan at its own risk and expense.

Likewise, said plans must be accompanied by a descriptive memory detailing at least the following:

- a. Year and area of each stage developed.
 - b. Urban services infrastructure developed for each stage.
 - c. Business model, including forecasts of sale, lease or other form of placement of land and / or buildings, together with the years and stages in which the above is expected to occur.
 - d. PROJECT organization model, explaining how and by whom (the developer himself, third parties) the PROJECT services and infrastructures will be managed.
- i. Any other included in the Bidding Terms or resulting from the Laws and Provisions applicable to the Project.

8.2 Rights and Obligations of PRODUCE according to this Investment Contract:

8.2.1 The rights of PRODUCE are the following:

- a. Be informed about the progress of the Project according to the provisions set forth in the Sixth Clause of this Investment Contract, for which it may appoint a representative to verify compliance with the DEVELOPER's contractual obligations.
- b. Others agreed in the Purchase and Sale Contract and this Contract.

8.2.2 The obligations of PRODUCE are:

- a. Provide the DEVELOPER with the information it has, to obtain permits, licenses, authorizations and, in general, for any enabling title that is necessary so that it can carry out its activities in accordance with the Investment Contract, without responsibility or cost. for PRODUCE in obtaining them. The delay in the delivery of the indicated information may not be invoked by the DEVELOPER as grounds for termination of this Contract.
- b. Those agreed in the Purchase and Sale Contract and this Contract.

NINTH CLAUSE: **TERMINATION CAUSES**

The following are **causes** for termination of this Investment Contract, attributable to the DEVELOPER:

- a. Failure to comply with any of the terms and conditions provided in the Purchase and Sale

Contract.

- b. Give the Land, during the validity of this CONTRACT, a different use to that for which the Bidding was carried out, which is the one provided for in this Investment Contract; including the different use that third parties could give to the Land.
- c. The falsity of any of the statements made by the DEVELOPER in section 3.1.1
- d. The abandonment of the works or their stoppage without justification for more than six (6) months.
- e. The non-renewal or delivery of any of the guarantees provided in this Investment Contract.
- f. Failure to comply with the obligations derived from the Insurance Regime established in Clause Eleventh of this Investment Contract.
- g. The assignment of the contractual position of the DEVELOPER without the authorization of PRODUCE in its capacity as assigned.
- h. The judicial resolution that provides for the seizure of the DEVELOPER's assets, the incorporation in any bankruptcy procedure (ordinary or preventive) on its own initiative or by third parties, the dissolution or liquidation agreement, the judicial declaration of bankruptcy, or any other assumption or circumstance of similar effect and consequences.
- i. The accumulation, during the term of this CONTRACT, of firm imposed penalties for an amount greater than 9% of the price paid for the land, whether they have been paid or not.
- j. The verification of any of the assumptions established in paragraph 5.2 of the Fifth Clause of this CONTRACT. Regarding the stage of execution of this **CONTRACT**, the acts produced in relation to the verification obligations referred to in section 10.3 of this **CONTRACT** will be considered.

The causes referred to in the preceding paragraphs are of automatic resolution and of full right under the provisions of article 1430 of the Civil Code and may only be invoked by PRODUCE.

In the case of the causes indicated in literals a), b) and f) of this clause, prior to the resolution, **PRODUCE** must notify **THE DEVELOPER** to remedy the breach, granting it a period of no less than 20 calendar days. from the day following the date of notification of the summons. If **THE DEVELOPER** does not rectify the breach within the term granted, **PRODUCE** may request the resolution of the **CONTRACT**.

TENTH CLAUSE: **INVESTMENTS AND SERVICES**

The investment commitments contained in the Investment Plan that THE DEVELOPER presents to PRODUCE, in accordance with literal h. of section 8.1.2 of the eighth clause, form an integral part of the Investment Contract, for which such commitments will be equally enforceable from the DEVELOPER.

Disputes over the approval of Investments and/or Services will be resolved in accordance with the provisions of Clause Thirteen of this Investment Contract.

Investments

- 10.1 THE DEVELOPER must execute the Investments of this Investment Contract under the terms and conditions indicated in Annex 1. For such purposes, the parties agree that the Investments indicated in Annex 1 are minimal in their physical scope, while the deadlines contained in the indicated annex are maximums.
- 10.2 For the purposes of what is indicated in the previous paragraph, THE DEVELOPER must carry out each and every one of the necessary activities, including: design, obtaining permits, financing, development, construction, procurement, installation, implementation, testing and commissioning, indicated or not in this Investment Contract. These activities may be carried out directly by THE DEVELOPER or by third parties, as deemed as convenient.
- 10.3 The investment obligations will be considered fulfilled when PRODUCE verifies the physical completion committed in the fulfillment of said obligations. For such purposes, the following procedure will be followed:
- a) THE DEVELOPER will notify PRODUCE of the physical completion of each committed investment. PRODUCE, within a period of no more than 15 business days, counted from the communication of THE DEVELOPER, will designate the representative to verify the physical completion of the committed investment in question. The verification period may not exceed 15 business days from the designation made by PRODUCE.
 - b) If after the expiration of the period of 15 working days for the verification of the compromised physical completion, PRODUCE does not issue any pronouncement, it will be understood that said verification has not been possible. In this case, THE DEVELOPER may request the verification again, so that within a period of no more than 15 business days, counted from the communication of THE DEVELOPER, PRODUCE performs the requested verification; If the term indicated has expired, PRODUCE does not comment, it will be understood that the physical completion of the committed investment in question has been verified.
 - c) If PRODUCE has technical observations on the committed physical completion of the Investment, it will forward said observations to the DEVELOPER who will be obliged to correct them within the following 15 business days and will inform PRODUCE of said circumstance.
 - d) PRODUCE will have 5 business days to carry out a second verification from the moment it is notified and if it is satisfied, it will send the DEVELOPER in writing the verification of the committed physical completion.
 - e) If after the expiration of the period of 5 business days for the evaluation of the corrections, PRODUCE does not issue any pronouncement, it will be understood that the evaluation could not be carried out. In such case, **THE DEVELOPER** may communicate again to PRODUCE, so that within a period of no more than 15 business days, counted from the communication of **THE DEVELOPER**, **PRODUCE** will carry out the evaluation of the corrections; If the indicated period has expired, **PRODUCE** does not comment, it will be understood that the observations have been corrected.

Services

- 10.4 THE DEVELOPER must make available to anyone who uses or requires using the infrastructure of the Ancón Industrial Park, the Services of this Investment Contract, under the terms and conditions indicated in Annex 1. For such purposes, the parties agree that the Services indicated in Annex 1 are minimum in their physical scope, while the terms contained in the indicated Annex are maximum.

- 10.5 For the purposes of what is indicated in the previous paragraph, THE DEVELOPER must carry out each and every one of the necessary activities, including: design, obtaining permits, financing, development, construction, procurement, installation, implementation, testing and commissioning indicated or not in this Investment Contract. These activities may be carried out directly by THE DEVELOPER or by third parties, as deemed as convenient.
- 10.6 The obligations related to the Services will be considered fulfilled when PRODUCE verifies the provision of the service in question. For such purposes, the following procedure will be followed:
- a) THE DEVELOPER will notify PRODUCE that it has complied with making the services available. PRODUCE, within a period of no more than 15 business days, counted from the communication of THE DEVELOPER, will designate the representative to verify the availability of the service in question. The verification period may not exceed 15 business days from the designation made by PRODUCE.
 - b) If after the expiration of the period of 15 working days to verify the availability of the PRODUCE service, it does not issue any pronouncement, it will be understood that said verification has not been possible. In this case, **THE DEVELOPER** may request the verification again, so that within a period of no more than 15 business days, counted from the communication of **THE DEVELOPER**, PRODUCE performs the requested verification; if the indicated period expires, PRODUCE does not pronounce, it will be understood that the provision of the service has been verified.
 - c) If PRODUCE has technical observations about the provision of the service, it will send said observations to THE DEVELOPER, who will be obliged to correct them within the following 15 business days and will inform PRODUCE of said circumstance.
 - d) PRODUCE will have 5 business days to carry out a second verification from the moment it is notified and, if it is satisfied, it will send the DEVELOPER in writing the verification of the availability of the service.
 - e) If after the expiration of the period of 5 business days for the evaluation of the corrections, PRODUCE does not issue any pronouncement, it will be understood that the evaluation could not be carried out. In such case, **THE DEVELOPER** may communicate again to PRODUCE, so that within a period of no more than 15 business days, counted from the communication of **THE DEVELOPER**, PRODUCE will carry out the evaluation of the corrections; If the indicated period has expired, PRODUCE does not comment, it will be understood that the observations have been corrected.

ELEVENTH CLAUSE:

INSURANCE REGIME

- 11.1 THE DEVELOPER assumes all risks and responsibilities derived from the PROJECT according to the provisions on extra-contractual liability contained in the Civil Code. THE DEVELOPER will contract all the insurance policies required by virtue of this Contract with insurance companies that have a rating of "A" or equivalent or higher, whose evaluation has been carried out by a national risk rating company duly authorized by the Superintendence of Stock Market (SMV).

The international reinsurers that cover the risks of the insurer contracted by THE DEVELOPER must have a minimum rating of "A", granted by an international risk rating entity that classifies the

Republic of Peru, at the time of contracting and successive renewals.

Likewise, THE DEVELOPER is obliged to repair the value of all damage not covered by the insurance policy that it contracts. Likewise, in the event of events not covered or underinsurance, the only person responsible will be THE DEVELOPER.

11.2 THE DEVELOPER must take and maintain the following insurances:

11.2.1 Contractual and extra-contractual civil liability insurance against any damage, loss or injury that may occur to goods and people. The minimum insured limit for the extra-contractual civil liability policy may not be less than fifty percent (50%) of the amount necessary to cover the damages of the greatest risk, due to civil liability.

11.2.2 Insurance against damage to infrastructure and services referred to in Annex 1. The coverage will be at least the following: partial or total damage caused by water, earthquake, fire, terrorism, vandalism, civil commotion, theft, and illicit appropriation. The hiring of the policies must be adapted to the nature of each asset.

The insurances referred to in clauses 11.2.1 and 11.2.2 must consider their validity from the first calendar day of the beginning of the PROJECT. All insurances must be in force until the PROJECT ends.

11.3 The policies issued in accordance with the provisions of this Contract must contain a stipulation that requires the corresponding insurance company to notify PRODUCE in writing of any omission of payment by THE DEVELOPER, with no less than twenty-five (25) calendar days to the date on which such omission may determine the termination or loss of validity of the policy in whole or in part.

The notification obligation will also be applicable to the event of cessation, withdrawal, cancellation or lack of renewal of any insurance that THE DEVELOPER must maintain in accordance with this Contract and the applicable Laws and provisions.

The respective policy must also establish that the expiration or loss of validity of the policy will only occur if the insurance company has previously complied with the obligation referred to in this paragraph.

11.4 In the event of a sinister covered by the policy indicated in clause 11.2.2 of the Contract, the amount charged by THE DEVELOPER as a result of the coverage of the referred policy shall be used to replace and/or repair the infrastructure and services referred to in the Annex 1, which are affected by the respective sinister, to bring them at least to their situation before the sinister; even in the case of a case of total destruction. In the event of an accident, the following will proceed:

- a) THE DEVELOPER undertakes to use the money received from the insurance to replace it and/or repair the goods affected by the respective loss.
- b) In the event that the insurance resources are not enough to replace or repair the affected goods, THE DEVELOPER will be responsible, at its own cost, for covering the remaining amount.
- c) The tasks of replacement and/or repair of the goods will be carried out in such a way that the PROJECT is not suspended except for the minimum necessary time. In the event that

the parties are not satisfied with the duration of such replacement and/or repair tasks, they may resort to the dispute resolution mechanisms provided for in Clause Thirteen of this Investment Contract.

- 11.6 Before January 30 of each year, during the term of the PROJECT, THE DEVELOPER will submit to PRODUCE or to whom it designates, the list of the insurance taken and/or maintained by it, indicating at least the coverage, the name of the insurance company and claims made during the previous year.

To ensure compliance with the provisions of this clause, PRODUCE may request THE DEVELOPER to prove that the insurance policies that it is obliged to maintain, pursuant to this Contract, have been contracted and are in force.

Likewise, thirty (30) days prior to the expiration of each insurance policy, THE DEVELOPER must notify PRODUCE if it will proceed to renew it without modification of its terms and conditions.

- 11.7 Any modification to the insurance conditions that THE DEVELOPER must take, in accordance with this clause, will be communicated to PRODUCE, including any reduction in the limits, effective coverage or increases in deductibles. Likewise, THE DEVELOPER is obliged to take out and maintain other types of insurance required by applicable laws and provisions.

- 11.8 Additionally, THE DEVELOPER is obliged to take, during the execution of its works, an insurance against all risks, the CAR (Construction All risk) policy, which includes, at least, sections "A" and "B" and others according to the coverage usually used in the insurance market for this type of activity.

11.8.1 In addition to the basic coverage, the CAR policy must have other coverage such as: malicious damage, vandalism, terrorism, theft, underground cables, pipes, and other underground facilities, design errors, weakening of cutting elements and any other coverage considered in a CAR / EAR (Engineering All Risk) policy up to an insured amount that is sufficiently enough to face any loss that may occur during the execution of the works, the minimum insured amount of which corresponds to that determined by the respective risk study.

This insure must include a clause where it is established that the funds resulting from the compensation for any of the occurrences invoked must be necessarily addressed to the repair of damages caused by the sinister.

- 11.9 THE DEVELOPER will hold PRODUCE harmless from any claim, judicial or extrajudicial measure filed by the insurance company against PRODUCE.

TWELFTH CLAUSE:

FORCE MAJEURE

- 12.1 Neither PRODUCE nor the DEVELOPER will be liable for the non-performance of an obligation or for its partial, late or defective fulfillment, in case they are caused by force majeure or unforeseeable circumstances.

- 12.2 For the purposes of this Investment Contract, there will be a fortuitous event or force majeure whenever an event, condition or circumstance not attributable to PRODUCE or the DEVELOPER occurs, of an extraordinary, unpredictable and irresistible nature, which prevents them from complying with the obligations to your charge or cause partial, late or defective performance. The event must be outside the reasonable control of the person invoking the cause, which, despite all

reasonable efforts to prevent or mitigate its effects, cannot prevent the default situation from being configured.

12.3 Force majeure or fortuitous event, according to their respective nature and scope, in accordance with the Applicable Laws and Provisions, include, but are not limited to the following, insofar as it prevents the parties from complying with the obligations in their charge :

- a. Any act of external, internal or civil war (declared or undeclared), invasion, armed conflict, blockade, revolution, mutiny, insurrection, civil commotion or acts of terrorism.
- b. Any stoppage, strike, claim or protest of workers or third parties who do not maintain a labor or commercial relationship with the DEVELOPER.
- c. Any discovery of archaeological remains in accordance with the legislation on the matter and as determined by the Ministry of Culture.
- d. Any earthquake, flood, tsunami, fire, explosion, or any meteorological phenomenon.
- e. Any epidemic, contamination, plague or any similar event.

Likewise, **THE DEVELOPER** may only invoke as events of force majeure or fortuitous event, those events or acts that affect the critical path for meeting the delivery period established in the Investment Plan schedule.

The DEVELOPER may not invoke as an event of force majeure or fortuitous event in relation to the fulfillment of the obligations established in this Investment Contract, the approval or effects of Applicable Laws and Provisions.

12.4 If either party invokes force majeure or fortuitous event, it must make the best efforts to ensure the restart of the corresponding activity or service in the shortest possible time after the occurrence of said events.

12.5 Force majeure or fortuitous event will not release the person affected by said event from the fulfillment of obligations that are not affected by it. In this sense, unforeseeable circumstances or force majeure may not be invoked to justify the breach of obligations not affected by said fortuitous event or force majeure.

12.6 In the event that the affected party does not agree with the classification of the event as force majeure or fortuitous event or its consequences, it may resort to the dispute resolution procedure of Clause Thirteen.

12.7 The person affected by an event of force majeure or fortuitous event must inform the counterpart, within the next seventy-two (72) hours of having occurred or having learned, as the case may be, about the facts that constitute said force majeure event or fortuitous event.

12.8 After forwarding the communication, the affected party will have a maximum period of 15 additional calendar days to present its request for suspension to the counterpart, which must substantiate at least:

- a. Description of the occurrence of the event.

- b. Date of occurrence of the event or date you learned about the event.
 - c. The date on which the activities or obligations are stopped.
 - d. The time of the stoppage produced or the estimated time of the total or partial stoppage of the activities or obligations.
 - e. The degree of expected impact, details of such event, the obligation or condition affected.
 - f. The mitigation measures adopted.
 - g. Other actions derived from these events.
- 12.9 Within a period of no more than 15 calendar days, counted from the date of receipt of the suspension request, the counterpart must send its opinion to the affected party; in case there is no pronouncement, it will be understood that this is favorable.

If the affected party does not submit the suspension request within 10 calendar days of the event, it will be understood that said event does not constitute an impediment to the fulfillment of the obligations under his charge.

THIRTEENTH CLAUSE: INTERPRETATION AND SETTLEMENT OF DISPUTES

- 13.1 The CONTRACT will be governed and interpreted in accordance with Peruvian law. Therefore, the parties express that the content, execution, conflicts and other consequences that arise from it, will be governed by the Peruvian legal system, the same that THE DEVELOPER declares to know.
- 13.2 This CONTRACT shall be interpreted as a unit and in no case each of its clauses independently.

In case of divergence in the interpretation of this CONTRACT, the following order of priority will be followed to resolve said situation:

- a) The CONTRACT and its amendments;
 - b) The Circulars referred in the Bidding Terms;
 - c) The Bidding Terms; and,
 - d) The Peruvian Civil Code.
- 13.3 THE DEVELOPER and its partners, shareholders or small shareholders expressly, unconditionally and irrevocably waive any diplomatic claim, for controversies or conflicts that may arise from the CONTRACT.
- 13.4 Direct Deal

The parties declare that it is their will that all conflicts or uncertainties of an arbitrable nature, with legal relevance, that may arise with respect to the interpretation, execution, compliance, and any aspect related to the existence, validity, effectiveness of the contract or its termination , will be resolved by direct treatment between the parties.

The term of direct dealing must be ninety (90) days from the date on which one party communicates to the other, in writing, the existence of a conflict or uncertainty with legal relevance. The request to initiate direct treatment must include a description of the controversy and its proper justification, as well as be accompanied by all the corresponding evidence. The agreements adopted by the parties during the direct treatment procedure must be reflected in the respective minutes.

The term referred to in the preceding paragraph may be modified by a joint decision of the parties, taking into account the circumstances of each dispute. Said, agreement must be in writing.

13.5 Arbitration Agreement

Once the direct deal has been exhausted, all disputes, derived from or related to this CONTRACT, will be definitively resolved by arbitration in accordance with the Arbitration Regulations of the National and International Center of Arbitration of the Lima Chamber of Commerce, according to whose rules, administration and decision are submitted by the parties unconditionally, declaring that they know and accept them in their entirety, unless it conflicts with what is established in the following paragraphs.

The arbitration procedure for the resolution of a Controversy derived from or related to this CONTRACT must be carried out in the city of Lima, Peru and will be conducted in Spanish.

Common Procedural Rules

- a) The Arbitral Tribunal will be composed of three (3) members. The Party that submits a request for arbitration must include in it the appointment of its arbitrator and request the other party to comply with the appointment of its arbitrator, within a period of thirty (30) days from the date of receipt of the respective request for appointment.
- b) Within thirty (30) days following the date of the appointment of the second arbitrator, the Parties will hold consultations to designate by mutual agreement the President of the Arbitration Tribunal. The Parties may extend this period by mutual agreement.
- c) If one of the Parties fails to designate its Arbitrator, or if the Parties do not reach an agreement on the appointment of the President of the Arbitral Tribunal within the established period, the arbitrators not appointed by that date will be appointed, at the request of any of the Parties, by the arbitration center.
- d) The arbitrators should preferably have studies and / or extensive experience and / or experience as a teacher in civil law and / or property civil law.
- e) In the arbitration must necessarily apply the following order of priority:
 - The Political Constitution of Peru
 - Legislative Decree N° 1362 or regulation that modifies it or replaces it and its regulation
 - The Civil Code, to the extent that it does not collide or is contradictory with the previous norms and principles
 - The general principles of law
- f) The arbitrators may make up, at their discretion, any difference or gap in the legislation or in the Contract, by applying the general principles of law.
- g) The decisions of any government authority that are issued in the execution of their administrative powers attributed by express rule, whose way of claim is the administrative route, may not be a matter of direct treatment or arbitration.
- h) The arbitration award that is issued will be integrated into the contractual rules established in the Investment Contract.
- i) The Parties agree that the award issued by the Arbitral Tribunal will be final and unappealable. In this sense, the Parties must consider it as a judgment of last resort, with res judicata authority. Consequently, the Parties waive any challenge to the arbitration award, declaring that it will be binding, definitively enforced and immediately enforceable, except for the causes specifically provided for in Article 63 of Legislative Decree No. 1071, as the case may be.

- j) During the development of the arbitration, the parties will continue with the execution of their contractual obligations, including those that are the subject of the arbitration, to the extent possible. In the event that it is materially impossible to fulfill the obligations subject to arbitration, the respective period for the fulfillment of such obligations will be suspended. The Performance Bond Guarantee of the Contract may not be executed for the reason that gave rise to the arbitration, and it must be kept in force during the arbitration procedure.
- k) Unless the Arbitral Tribunal decides otherwise, all the expenses generated by the arbitration, including the fees of the arbitrators who participate in the resolution of a controversy, will be assigned to the losing party. The same rule applies in case the defendant or counterclaimed party acquiesces or acknowledges the claim of the plaintiff or the counterclaim. The plaintiff or the counterclaim who desists of the claim will also bear the expenses. In case the procedure ends without a pronouncement on the merits of the claims due to transaction or conciliation, said agreement will establish the responsibility to assume the referred expenses. In case the transaction or conciliation does not establish it, each party will cover its own expenses. Likewise, if the award partially favors the positions of the parties, the Arbitral Tribunal will decide the distribution of said expenses.
- l) The rules of Legislative Decree No. 1071, General Arbitration Law, including those aspects modified by Emergency Decree No. 20-2020, will also apply.

FOURTEENTH CLAUSE: PENALTIES

Failure to comply with the obligations by THE DEVELOPER will generate the penalties indicated in Annex 2, in accordance with the following terms and conditions:

- 14.1 Prior to the application of penalties, PRODUCE must notify the DEVELOPER so that within a period of no less than 20 calendar days, it remedies the breach in question. In case the DEVELOPER does not comply with correcting the non-compliance within the term granted for this purpose, PRODUCE will proceed to apply the corresponding penalty for the non-corrected non-compliance. If the DEVELOPER does not comply with the payment of the penalty, within five (5) business days, PRODUCE will proceed to execute the Performance Bond Guarantee with the Investment Contract.
- 14.2 The imposition of penalties does not affect other rights of PRODUCE contained in this Contract, the Purchase and sale Contract or the Applicable Laws and Provisions. Nor does it harm the administrative powers that correspond to PRODUCE or any other entity belonging to the Peruvian State in accordance with the Applicable Laws and Provisions.

FIFTEENTH CLAUSE: RESOLUTION AND CONSEQUENCES

- 15.1 The resolution of the Investment Contract may occur in the following cases:
 - a. By agreement between the parties, which must be in writing making reference to this clause;
 - b. Faced with the presence of a resolution event provided for in the Ninth Clause.
- 15.2 Once the resolution of this Investment Contract has occurred due to the DEVELOPER's fault, the following consequences will apply:
 - a. The Purchase and Sale Contract will be resolved, restoring the benefits to the state prior to the resolution. Consequently, ownership of the land will revert to PRODUCE and,

simultaneously, it will refund the price paid by the Developer without accruing interest from PRODUCE for the period between the payment of the price and the date on which the resolution operates. Excluded from this reimbursement, to be made as restitution, are those areas whose property had been obtained in good faith by third parties in the framework of the development of the Project and those that would have been the subject of transferred regulatory contributions.

- b. The infrastructure that has been implemented by the Developer, including that developed in execution of the provisions of Annex No. 1 of this Contract, will be transferred to PRODUCE at its commercial appraisal value. The appraisal, which will only value the buildings, will be defined by determining the market value, taking as a reference what is established in the National Valuation Regulation of Peru (or regulation that replaces it), using comparative or indirect methods, for which It will be possible to order the performance of more than one appraisal and no more than three, to certify the result of the appraisal. The cost of each appraisal contracted by **PRODUCE** will be paid by the **DEVELOPER**. The delivery of the property will be made simultaneously with the payment of the price.
- c. PRODUCE will execute the Performance Bond Guarantee of the Investment Contract. The execution of said Performance Bond Guarantee is carried out automatically with the sole communication by PRODUCE, to the financial entity in charge of issuing it.

15.3 Once the resolution of this Investment Contract has occurred due to the DEVELOPER's fault, for the cause provided in literal j) of the Ninth Clause, it will proceed in accordance with the provisions of paragraph 15.2 of this clause and, it will apply to the DEVELOPER, without prejudice of compensation for subsequent damage, a penalty in favor of PRODUCE equivalent to ten percent (10%) of the price paid for the land. The DEVELOPER may not demand or sue PRODUCE, any type of compensation.

SIXTEENTH CLAUSE:

NOTARIAL AND REGISTRY EXPENSES

The notarial expenses that originate as a consequence of the elevation to Public Deed of this contract, including a testimony for PRODUCE, will be the exclusive responsibility of THE DEVELOPER.

Please, Mr. Notary, add the clauses and inserts of the law, submitting the respective documents to the Lima Real Property Registry for proper registration.

PRODUCE

THE DEVELOPER

Annex 1: Investments and Services

Infrastructure and services availability in the Ancón Industrial Park

According to the provisions of the investment contract, the DEVELOPER assumes the obligation to PRODUCE, to carry out the necessary investments to enable the infrastructures and services of the Ancón Industrial Park, described in this annex, in the deadlines, terms and conditions indicated, based on the PIA Conceptual Master Plan.

The DEVELOPER must comply with all the regulations cited in this Annex 1, of infrastructures and services, without prejudice to the fact that, at the time of award and execution, there are new, updated or modified regulations, applicable to the activities to be carried out by the DEVELOPER himself, which must be obeyed at all times of the project.

The development of services and infrastructures is considered in stages; Phase 1 (Years 1 - 6), Phase 2 (Years 7 - 11) and Phase 3 (Years 12 - 16). These periods are counted from the signing of the Contract. The development of investments and services is described in the following chapters.

Chapter 1: Infrastructure and land development

The DEVELOPER must make the necessary investments to guarantee the development of land and infrastructures for the PIA, under the terms and conditions defined below.

Infrastructure	General Specifications
Industrial use soil	<p>A minimum amount of land must be developed for industrial use (urbanized land or buildings such as warehouses and warehouses).</p> <p>The DEVELOPER must enable at least 133 Ha of industrial use during the first phase, and 412.5 Ha at the end of year 16 in the third phase.</p>
Business Park	<p>A business park should be developed in at least 8.151 Ha, of which 4,075 Ha should be available for the first phase, and 4,075 Ha for the second phase.</p>
Industrial commerce / Technological Park	<p>The industrial commerce area includes a surface destined for the implantation of commercial establishments, for the sale of products and services.</p> <p>For its part, the Technology Park is an area designed to promote innovation and the creation of products or services that generate high added value and to train the workforce required by the companies located in the PIA.</p> <p>For these infrastructures is considered at least 28,61 Ha. The responsibility of the DEVELOPER culminates in the layout of the accesses to the land and the</p>

Infrastructure	General Specifications
	<p>urban fitting out of the land for these uses, at most, at the end of the second stage.</p> <p>On the other hand, the DEVELOPER undertakes to develop urban facilities and the implementation of basic services, in an area of 5,000 square meters (0.5 hectare) within the area destined for the PROJECT's technology Park, which will be delivered in perpetual possession to PRODUCE for the development of its functions as a promoter of the development of the industry in Peru.</p>
Truck center	Development of land and construction of Truck center with minimal equipment. It should be developed on a land of at least 6.24 Ha for year 3 of the first stage, and 15.8 Ha for the first year of the second stage.

1 Includes internal roads

On the other hand, the DEVELOPER must reserve the space destined to guarantee the infrastructure and service networks of the park, as well as the contributions required for SERPAR, FORMUR and district public facilities (to be defined by the District Municipality of Ancón), according to current regulations .

The DEVELOPER may use, as a reference, the specific plans and parameters included in the Conceptual Master Plan of the PIA, when planning the development of these infrastructures.

This development will be verified by PRODUCE according to the infrastructure and services schedule.

Chapter 2: Water Supply

PRODUCE will verify that the DEVELOPER demonstrates the operation of the infrastructure and / or steps necessary to supply the maximum flow per hour of drinking water and industrial use that the DEVELOPER has estimated and projected for each phase at most in Years 3 for the phase 1, Year 7 for phase 2 and year 12 for phase 3 counted from the signing of the Contract.

As a reference, the following tables show the estimate of the flow necessary to meet the required water supply, estimated under assumptions of demand and occupied surface. The parameters and indicators are extracted from the study carried out by LYCONS-PRODUCE in 2015² and the PIA Conceptual Master Plan. These are measured in terms of liters per square meter of land area per day and liters per day by industrial and administrative workers.¹

² Identification and Analysis Study of Water Supply Source for Industrial Consumption (LYCONS-PRODUCE, 2015)

Table 1 – Estimation of water supply by workers

Parameter	Indicator	
Industrial daily allowance	4,61	liters/m ² /day
Daily provision for Green areas (industrial water)	2,00	liters/m ² /day
Daily provision administrative offices (domestic water)	6,00	liters/m ² /day
Daily workers provision (domestic water)	100,00	liters/worker/day

Table 2 – Average daily flow (time slot of a typical day)

Phase	Average drinking water (m3/day)	Average industrial (m3/day)	Estimate of occupied land at the end of the phase
Phase 1 (Years 1 - 6)	7.838	7.208	190,1
Phase 2 (Years 7 - 11)	16.887	13.383	362,0
Phase 3 (Years 12 - 16)	25.201	20.084	508,5

Table 3 – Maximum flow per hour (time slot of one day with the highest probability of instantaneous water demand)

Phase	Maximum hourly drinking water (liters/second)	Maximum hourly industrial (liters/second)	Estimate of occupied land at the end of the phase
Phase 1 (Years 1 - 6)	163	150	190,1
Phase 2 (Years 7 - 11)	352	279	362,0
Phase 3 (Years 12 - 16)	525	418	508,5

The DEVELOPER will be responsible for developing the infrastructure network necessary to provide the service to the industrial lots, and the land destined for other uses, either directly or through third parties, as described in this chapter. This may use, as a reference, the blueprints included in the PIA Conceptual Master Plan.

In addition, THE DEVELOPER must obtain a Water Use License, which grants the right to use the water resource for a purpose and in a specific place, against the payment of a fee to be made before the National Water Authority. Likewise, this license authorizes its holder to make, directly or in partnership, investments in treatment, transformation and reuse of the resource.

This development will be verified by PRODUCE according to the infrastructure and services schedule.

Chapter 3: Wastewater Sanitation

PRODUCE will verify that there is a Wastewater Treatment Plant (WWTP), which allows compliance with the following parameters required by the Applicable Laws and Provisions, as of year 3 of phase 1:

The industrial water discharges that are collected must comply with the maximum admissible values (VMA) of the sanitation network as a public network. They will comply with the provisions of Supreme Decree No. 010-2019-VIVIENDA, or with the regulations in force at the time of the execution of the activity or service.

The main parameters defined by the aforementioned regulations for the discharge of industrial water into the sanitary sewer system are indicated below, without being limiting, and they must be reached by treatment within the corresponding industrial developments.

Table 4 – Main parameters for industrial water discharge to sanitary sewer

Influencing Limits		
Parameter	Limit	Unir
pH	44.080	
DBO ₅	500	mg/lt
DQO	1.000	mg/lt
Suspended solids	500	mg/lt
Oils and fats	100	mg/lt
Temperature	<35º	C

Regarding the Maximum Permissible Limits (LMP) of discharge from the WWTP, in the case of discharge into the sea, the limits indicated by the Applicable Laws and Provisions are established as a reference. The main parameters of the discharge include:

Table 5 – Maximum Permissible Limits (MPL) of discharge from the WWTP (referential)

WWTP effluent limits		
Paramter	Limit	Unit
Suspended solids	35	ppm
DBO ₅	25	ppm
DQO	125	ppm

The capacity of the WWTP will be a function of the flows demanded and produced, which is why the reference is a facility for the treatment of an average flow of 36,000 m³ / day. This installation will be developed in a total of 3 Phases, each one of them predictably of the same capacity.

The DEVELOPER will be responsible for developing the infrastructure network necessary to provide the wastewater collection service to industrial lots, and the land destined for other uses, either directly or through third parties, as described in this chapter. This may use, as a reference, the blueprints included in the PIA Conceptual Master Plan.

In addition, the DEVELOPER must manage a **Wastewater Use Permit** that grants the power to use a certain variable amount of water for its treatment and subsequent reuse, which would enable its owner to carry out works for the collection, conduction, use; as well as those that are necessary for the use of the treated resource.

This development will be verified by PRODUCE according to the infrastructure and services schedule.

Chapter 4: Electric power

PRODUCE will verify that the DEVELOPER has implemented the infrastructure for the supply of electric power with a minimum power that allows the attention of its end users that the DEVELOPER has estimated

and projected for each phase at most in Years 3 for phase 1, Year 7 for phase 2 and year 12 for phase 3 counted from the signing of the Contract.

As a reference, the following table shows the estimate of power to supply, calculated based on demand and occupancy assumptions of the PIA Conceptual Master Plan:

Table 6 – Power estimated to supply by the substation for each use

Denomination	Low Voltage Power (PBT) (kW)	Power in distribution centers (PCT) (kVA)	Simultaneous power in medium voltage lines (PLMT) (kVA)	Power in substation busbars (PBS) (kVA)
Tractor company	11,781	6,539	5,558	5,280
Other companies (secondary)	139,3	77,312	65,715	62,429
Technological Park and Business Park	21,44	11,899	10,114	9,609
Commercial	3,276	1,818	1,545	1,468
Public Services Contributions	266	148	126	119
Electric Substation	1,286	714	607	576
PTAR	1,8	999	849	807
Industrial Water Reservoir	333	185	157	149
Desalination Plant (if applicable)	9	4,995	4,246	4,033
Vials	3,726	2,068	1,758	1,67
Truck Center	249	138	117	112
TOTAL	192,457	106,814	90,792	86,252

Source: PIA Conceptual Master Plan

The DEVELOPER will be responsible for developing the infrastructure network necessary to provide the service to the industrial lots, and the land destined for other uses, either directly or through third parties, as described in this chapter. This may use, as a reference, the blueprints included in the PIA Conceptual Master Plan.

This development will be verified by PRODUCE according to the infrastructure and services schedule.

Chapter 5: Public Lighting

Regarding technical specifications for lighting and uniforms, those indicated in the current national technical regulations will apply.

The DEVELOPER will be responsible for developing the infrastructure network for lighting the common spaces within the PIA, necessary to provide the service to all its lots, either directly or through third parties. This may use, as a reference, the blueprints included in the PIA Conceptual Master Plan. This development will be verified by PRODUCE according to the infrastructure and services schedule.

Chapter 6: Natural gas Network

For the implementation of the natural gas network, those indicated in the current national technical regulations will be applicable, depending on the final distribution pressure range, according to the demand of the industries implanted in the polygon, there are two possible alternatives:

- Alternative 1: Distribution range with a maximum operating pressure of 5 bar ($PMO \leq 5\text{bar}$). The network will be made up of polyethylene pipes.
- Alternative 2: Distribution range with a maximum operating pressure of 10 bar ($PMO \leq 10\text{bar}$). The network will be made up of carbon steel pipes.

In both cases, for private customers who demand large specific consumptions and / or higher pressure ranges, the supply must be guaranteed through an independent line from the transport network itself to the Customer's Regulation and Measurement Station (ERM).

The DEVELOPER will be responsible for developing the infrastructure network necessary to provide the service to all the lots of the PIA, either directly or through third parties, as described in this chapter. This may use, as a reference, the plans included in the PIA Conceptual Master Plan. This development will be verified by PRODUCE according to the infrastructure and services schedule.

Chapter 7: Telecommunications and security service

7.1 Telecommunications Services

The DEVELOPER must implement a telecommunication network in the PIA, that mainly obeys to two needs of different nature:

- **Internal network of the PIA:** Own services of the park necessary for infrastructures management, among which are the following:
 - Electric substations.
 - Repeater stations.
 - Control systems.
- **Network for Operators:** Allows the contracting of telephony and broadband services to companies located in the park. A sufficient reserve of pipelines is required for cabling to end users. These services must be provided with fiber optic technology.

- PRODUCE will verify the development of the telecommunications network, which allows the operation of the internal network and operators needs, according to the infrastructure and services schedule.

7.2 Security Services

The Ancón Industrial Park must be completely fenced. A closed circuit television system will be installed, access controls to the Park and the complementary services building and control posts to supervise all this. The DEVELOPER must provide at least the following:

- Perimeter fence.
- Closed Circuit Television (CCTV).
- Access Controls (CCA).
- Anti-intrusion systems.
- Access control posts.
- The implementation of these elements will be verified by PRODUCE according to the infrastructure and services schedule.

Chapter 8: Integral Management of Urban Solid Waste (RSU)

The DEVELOPER must implement, as a minimum, the following infrastructure, equipment and measures for waste management during the construction and operation of the Park:

1. **Waste collection center in the Industrial Park (Clean Point):** The clean point will be responsible for the collection of each type of waste (non-hazardous), especially the majority that will be organic, plastics and metals, cardboard and glass, and those from industrial activity that are not reusable for an external company to take care of their correct management.
2. **Temporary storage of hazardous waste in each industry:** Separate hazardous waste will be stored by each of the producing companies until they are evacuated by an EPS-RS authorized by DIGESA, for which they will allocate an appropriately conditioned area within their plots for this end. Storage must comply with applicable legislation and technical standards.
3. **Waste contribution areas for selective collection:** Container areas in which different types of urban waste not from industrial activity are deposited. The service of container collection routes must be provided or outsourced depending on the degree of filling of these and adapting to the type of companies.

4. **Correct Waste Management:** If the Clean Point stores Hazardous Waste, the responsible company must obtain the corresponding authorization as a Hazardous Waste Manager. If only Non-Hazardous Waste is stored, you must have a manager who controls the handling and storage of these.

The DEVELOPER will be responsible for developing the infrastructure network necessary to provide the service to all the lots of the PIA, as described in this chapter. This may use, as a reference, the plans included in the PIA Conceptual Master Plan. The implementation of these elements will be verified by PRODUCE according to the infrastructure and services schedule.

Chapter 9: Urban and efficient mobility of merchandise

The DEVELOPER must guarantee efficient urban and merchandise mobility within the Park with paved road networks, in proportion to the development of industrial land, with at least the following characteristics:

Table 7 –Road characteristics

Type	Vial Width (m)
Arterial / Local 1 ^{er} level	45
Collector / Local 2 ^o and 3 ^{er} level	35
Local / Local 2 ^o and 3 ^{er} level	18

Source: PIA Conceptual Master Plan

PRODUCE will verify the development of internal paved road networks, which communicate the entire infrastructure and urbanized land at the end of each stage, taking into account the parameters of the track gauge, according to the Conceptual Master Plan of the PIA and the infrastructure and services schedule .

In the same way, among the 4 possible road accesses considered in the PIA's Conceptual Master Plan, the DEVELOPER must carry out the management and investment required to implement the development of at least two road accesses, of which the first must be ready in the year 3 of the first stage while the second access is considered for the first year of the second stage of the PIA. These entrances must be paved, and have at least a road width of 50 m each.

Chapter 10: Verification Schedule of infrastructures and services.

Verification of the implementation of infrastructures and service provision capabilities will be carried out by PRODUCE, according to the following schedule. In the case of infrastructures, the developed hectares will be verified, and in the roads the paving of each phase with the required road width, while in the case of services and roads it will be verified that the Purchaser is able to implement them according to the parameters defined in this annex.

Table 8 – Verification Schedule of infrastructures and services

PRODUCE will verify the development of infrastructures and services for the components indicated below, according to the following Schedule:

Infrastructures and services / Year	Phase 1						Phase 2					Phase 3					Total ha
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	
Industrial land (ha)						133										279,5	412,5
Truck center(ha)			6,25				9,55										15,8
Business Park (ha)						4,08					4,08						8,15
Technological Park / Industrial commerce (ha)											28,6						28,61
Total of ha per stage	143,33						42,23					279,5					465.06

PRODUCE will verify the development of basic services and internal roads corresponding to the total quantity of areas to enable for each stage indicated above, in the years shown in the following Schedule:

Infrastructures and services / Year	Phase 1						Phase 2					Phase 3				
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Basic services (Supply and water sanitation, electric power, public lighting, natural gas, telecommunications, security and waste management)			X				X					X				
Internal roads						X					X					X

PRODUCE will verify the development of the first and second road Access, according to the following Schedule:

Infrastructures and services / Year	Phase 1						Phase 2					Phase 3				
	1	2	3	1	2	3	1	2	3	1	2	3	1	2	3	1
First road Access			X													
Second road Access							X									

PRODUCE may designate a technical team to carry out a visit to the PIA field for each year foreseen in the verification schedule. The team may inspect and review the equipment and service infrastructures provided by the Developer, making a report where it is evaluated, for each case, if the Developer is able to meet the parameters in the following checklist:

Table 9 – Checklist

Infrastructure / Service	Characteristic	Check
Industrial land (ha)	Hectares of land with clear delimitations with respect to the common area of the Park. The parcels of land must have borders to paved and illuminated roads, according to the plan previously presented by the investor for each stage.	
	Each hectare of industrial land must have access points, or immediate access capacity, to basic services (energy supply, water supply and evacuation, natural gas)	

Infrastructure / Service	Characteristic	Check
Truck center(ha)	Hectares of land with clear delimitations with respect to the common area of the Park. The land must have borders to paved and illuminated roads, according to the plan previously presented by the investor for each stage.	
	The truck center must have access points, or immediate access capacity, to basic services (power supply, water supply and evacuation, natural gas)	
Business park (ha)	Hectares of land with clear delimitations with respect to the common area of the Park. The land must have borders to paved and illuminated roads, according to the plan previously presented by the investor for each stage.	
	At least two-thirds of the hectares defined for each stage of the Business Park must have concrete-based buildings	
	The buildings must have access points, or immediate ability to access basic services (Power supply, water supply and evacuation, natural gas)	
Technological Park / Industrial commerce	Hectares of land with clear delimitations with respect to the common area of the Park. The land must have borders to paved and illuminated roads, according to the plan presented by the investor for each stage.	
	The Technology Park / Industrial Trade Area must have access points, or immediate access capacity, to basic services (Power supply, water supply and evacuation, natural gas)	
Water supply	Development of an industrial water reservoir, to supply all the Industrial Park parcels.	
	The outgoing water flow from the reservoir must comply with the daily endowment parameters defined in table N ° 1 of Annex N ° 1 Investment Contract.	
Sewage sanitation	Development of a Wastewater Treatment Plant, which collects wastewater from all plots of land in the Industrial Park.	
	It must have the treatment capacity so that the discharge of industrial water into the sanitary sewer complies with the defined parameters. They will comply with the provisions of No. 010-2019-VIVIENDA, or the one in force that replaces it, as described in chapter 3 of this annex.	
	It must have the treatment capacity to comply with the maximum permissible limits (LMP) of discharge of the WWTP, in the case of discharge into the sea, indicated by the Applicable Laws and Provisions.	
Energía eléctrica	At least two electrical substation substations, with the Low Voltage Power characteristics defined in chapter 4 of this services annex	
Gas Natural	Service availability with maximum pressure operation service according to the recommendations of chapter 6 of this annex.	
Telecomunicaciones and Security	Perimeter band availability	
	Availability of Close Television Circuit (CCTV)	
	Availability of Anti Intrusion Systems	
	Presence of Access Control Posts	
Waste Management	Development of a waste collection center (Clean Point)	
	Existence of protocol for hazardous waste management	
Internal Roads	Development of a 45 meter wide road. They must have at least 2 paved roads with vehicle flow per direction, adding 7.2 meters wide between the two roads, using as a reference what is proposed in the PIA Conceptual Master Plan.	

Infrastructure / Service	Characteristic	Check
	Development of a 35 meter wide road. They must have at least 2 paved roads with vehicle flow per direction, adding 7.2 meters wide between the two roads, using as a reference what is proposed in the PIA Conceptual Master Plan.	
	Development of an 18 meter wide road. They must have at least 1 paved road of 3.6 meter wide vehicle flow, per direction, using as a reference what is proposed in the PIA Conceptual Master Plan.	
First road Access	Paved wide road of at least 50 meters	
Second road Access	Paved wide road of at least 50 meters	
Public lighting	In a 45-meter internal road, 9-meter high double-arm light poles and 60 W luminaires, separated every 20 meters on the two side platforms and the central platform, using as a reference what is proposed in the PIA Conceptual Master Plan.	
	In a 35-meter internal road, 9-meter-high light poles with 60 W luminaires, separated every 20 meters, on the two side platforms and the central platform, using as a reference what is proposed in the PIA Conceptual Master Plan.	
	In an 18-meter internal road, 6-meter-high light poles and 60-W luminaires, separated every 15 meters, on the two side platforms, using as a reference what is proposed in the PIA Conceptual Master Plan.	

Annex 2 - Penalties

BREACH	PENALTY
Delay in providing PRODUCE with information and documentation related to the Project, from the expiration of the term granted for the delivery of the information.	US\$ 1000 per day of delay.
Delay in the execution of the Investments provided for in the Investment Agreement, from the date provided in the Agreement, including the term provided in Annex 1.	US\$ 1000 per day of delay, per installation.
Delay in making the Services provided for in the Investment Contract available, from the date set in the Contract, including the term set out in Annex 1.	US\$ 1000 per day of delay, per service.