

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 or Public Companies – PRO SOCIAL+**



PURCHASE AND SALE CONTRACT and INVESTMENT CONTRACT

(Project of the new Final Version of Contracts)

**PUBLIC TENDER
PRIVATE INVESTMENT PROMOTION PROCESS OF THE
ANCON INDUSTRIAL PARK PROJECT**

June - 2023

PURCHASE AND SALE CONTRACT

Mr. Notary:

Please extend in your Registry of Public Deeds, one recording of the Purchase and Sale Contract (hereinafter "**CONTRACT**") is entered into on the one hand by the Ministry of Production (hereinafter "**PRODUCE** ") with address at Calle Uno Oeste 060 - Urbanización Córpac, San Isidro, Lima, duly represented by _____, identified with National Identity Document Number (DNI) _____ according to designation made by _____; and, on the other hand, _____ with Tax Identification Number (RUC) _____, domiciled at _____ represented by _____ with DNI No. _____, according to powers registered in Electronic Item No. _____ of the Registry of Legal Persons of the Registry Office of _____ (hereinafter "the **BUYER**"), under the following terms and conditions:

CLAUSE 1: BACKGROUND

- 1.1 By Agreement No. 002-2016 of the National Council for Industrial Development of February 15, 2016, the Ancon Industrial Park Project (hereinafter "PIA Project" or "Project") was declared of national relevance.
- 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 Ancon 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 subsection 31.1 of Article 31 referring to the transfer of assets, regarding the land located in the District of Ancon, Province and Department of Lima.
- 1.3 By Supreme Resolution No. 012-2016-EF published on June 23, 2016, was ratified the agreement adopted by the Board of Directors of PROINVERSIÓN.
- 1.4 The Board of Directors of PROINVERSIÓN, in session dated July 12, 2016, approved the Plan of Promotion of the PIA Project.
- 1.5 By Supreme Resolution No. 015-2016-EF published on July 27, 2016, was ratified the agreement adopted by the Board of Directors of PROINVERSIÓN 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 Partnerships and Projects in Assets, repealing Legislative Decree No. 1224. Article 49 of Legislative Decree No. 1362 defines Projects in Assets and establishes certain rules applicable to them, without prejudice to current legislation.
- 1.7 By agreement 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 +.

- 1.8 By means of Supreme Decree No. 240-2018-EF, the Regulation of Legislative Decree No. 1362 which regulates the Promotion of Private Investment through Public-Private Partnerships and Projects in Assets was approved.
- 1.9 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 PRO SOCIAL+ Committee, through Agreement No. 106-1-2020-Parque Industrial de Ancón on December 24, 2020 and, having received conformity through Resolution No. 58-2020/DPP/IN.09 of the Executive Director of PROINVERSIÓN dated December 28, 2020, were ratified by Resolution No. 104-1-2020-CD of the Board of Directors of PROINVERSIÓN, adopted in session dated January 14, 2021.
- 1.10 On January 18 and 19, 2021, the call for a Public Tender for the Ancon Industrial Park project was published in the Official Gazette El Peruano and two national newspapers.
- 1.11 On _____, 2023, the Special Committee of Investment in Education, Health, Justice, Real Estate and Tourism Projects - PRO SOCIAL+, awarded the successful bid for the Tender to _____, who has proven compliance with the conditions set forth in the Bidding Terms to proceed with the signing of this **CONTRACT** and the Investment Contract.
- 1.12 In this Purchase and Sale Contract, the terms defined in the Bidding Terms and the Investment Contract will be used, unless additional terms are defined.

CLAUSE 2: LAND OWNERSHIP

PRODUCE owns a piece of land located between kilometers 45+850 to 50+750 of the Panamericana Norte Highway, District of Ancon, Province and Department of Lima, which has an area of 13'382,257.00 m² (1,338.22 ha), called Parcel 1A, registered in the Land Registry No. 13409092 of the Land Records of the Registry Office of Lima. Hereinafter, this property is called "**THE LAND**".

CLAUSE 3: PURPOSE OF THE CONTRACT

Through this **CONTRACT**, **PRODUCE** transfers **THE LAND** for 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 its status and legal situation, especially its zoning, as well as that the exclusive purpose for which it is acquired is the execution and development of the Ancon Industrial Park project.

Likewise, **THE BUYER** expressly declares that during the stage of the Tender, it has had access to the studies carried out on the land, and therefore expressly declares to be fully aware of the physical and natural characteristics of the land, its topography and risk situations that affect it, also knowing the Urban Conceptual Master Plan of the Ancon Industrial Park and its recommendations; being in agreement, for which reason it subscribes this **CONTRACT**.

Likewise, **THE BUYER** expressly declares that it is aware that the **LAND** was used as a military training and instruction field, having had access, during the stage of the Tender, to the studies and works carried out for the cleaning of military supplies from the surface of said **LAND**; being in agreement, for which reason it 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 law corresponds to it without any reservation or limitation.

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

CLAUSE 4: PRICE OF THE LAND

The sale price of **THE LAND** that is the subject of this purchase and sale is the one offered by the successful bidder of the successful Bid of Public Tender for the Private Investment Promotion Process of the Ancon Industrial Park project, whose offer amounts to the sum of 00/100 dollars of the United States of America), is included as Annex No. 1 of this **CONTRACT**. The price is payable upon subscription of this agreement.

This **CONTRACT** provides for the record that the price of **THE LAND** paid by the successful bidder of the successful Bid of Public Tender for the Private Investment Promotion Process of the Ancon Industrial Park project, will be delivered to PROINVERSIÓN, the entity in charge of the private investment promotion process, for the corresponding distribution of funds, in accordance with the Decentralization Bases Law.

CLAUSE 5: AD CORPUS TRANSFER

The transfer agreed in this **CONTRACT** is carried out Ad Corpus, in accordance with Article 1577 of the Civil Code.

Notwithstanding the above, the parties declare that between the price established and **THE LAND** to be sold, there is perfect equivalence.

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 mutual grace and reciprocal donation, waiving any action or exception that tends to invalidate in whole or in part the effects of this **CONTRACT** and also waiving the deadlines for filing them.

CLAUSE 6: LAND ENCUMBRANCES

PRODUCE declares that on **THE LAND** there are no encumbrances or judicial or extrajudicial measures that limit or restrict its free disposition or property right, nor precarious or invasive possessors that could affect the possession on it; specifying that there are encumbrances on the property registered in Records D0002 and D0003 of Land Registry No. 13409092 of the Land Records of the Registry Office of Lima related to the fulfillment of the purpose of the Project, under penalty of reversion in accordance with the provisions of the indicated records, by the National Superintendence of State Assets - SBN.

The **BUYER** acknowledges the autonomy of the aforementioned registry charges that weigh on the **LAND**, with respect to the present Contract and the Investment Contract, and therefore, the SBN's reversion power is in force as of this date and likewise, it shall subsist and may be exercised even after the termination of both contracts.

Notwithstanding the foregoing, it is further established, by virtue of this **CONTRACT**, that **THE LAND** may only be used for the purposes of the Ancon Industrial Park project, referred to in the private investment

promotion process that gave rise to this contract and, therefore, may not be used for housing or other purposes that are incompatible with industrial use in accordance with the Applicable Laws and Provisions.

THE BUYER declares and undertakes to ensure that the charge referred to in the preceding paragraph remains unalterable and is not impaired, restricted or limited by any affectation and/or agreement and/or contract it enters into in relation to the attributes or ownership 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 said third parties must also respect the restriction of use referred to in the preceding paragraph.

CLAUSE 7: TAX OBLIGATIONS

PRODUCE declares that no amount is owed for municipal taxes because **THE LAND** is unaffected by them in accordance with paragraph a) of Article 17 of Legislative Decree No. 776, Municipal Taxation Law. In this sense, from the signing of this agreement, **THE BUYER** assumes all the obligations as an owner, with respect to municipal taxes, being its obligation to carry out the corresponding charge before the District Municipality of Ancon, making the respective affidavits.

This transfer is subject to the Alcabala Tax, which is the responsibility of **THE BUYER**.

CLAUSE 8: CROSS-DEFAULT

THE BUYER declares to acknowledge that the transfer of **THE LAND** is carried out within the framework of the Public Tender for the Promotion of Private Investment Process of the Ancon Industrial Park Project, which contemplates, in addition to this **CONTRACT**, the execution of the Investment Contract for the development of the Ancon 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, **PRODUCE** being able to make use of the rights and remedies granted by the Investment Contract, this **CONTRACT** and the Applicable Laws and Provisions in said circumstance. Likewise, the termination of this Contract due to non-compliance by the **BUYER** constitutes a case of termination of the Investment Contract and vice versa, leaving **PRODUCE**'s aforementioned remedies and rights safe, including the execution of the Guarantee of Faithful Fulfilment of the Investment Contract, issued in accordance with the provisions of the Bidding Terms of the Tender.

CLAUSE 9: FULL RIGHTS TERMINATION

9.1 **THE BUYER** declares and guarantees that neither he, nor his shareholders, partners or related companies, nor any of their respective directors, officials or members of the administrative bodies, nor any of their employees, advisors, legal representatives, attorneys-in-fact, representatives or agents or related persons, have incurred or attempted to engage in acts of corruption, nor have they paid, offered, negotiated or effected, nor have they attempted or will attempt in the future, to pay, offer, negotiate or effect, 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 linkage referred to in the first paragraph, the provisions of SMV Resolution No. 019-2015-SMV/01 or regulation that modifies or replaces it.

9.2 It is expressly established that the **CONTRACT** will be terminated with full rights, in the cases that:

- 9.2.1 **PRODUCE** verifies that any of the natural or legal persons mentioned in the indicated subsection 9.1, have been convicted by consent or enforceable sentence, 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 Criminal Code or equivalent crimes, in case they have been committed in other countries, before any competent national or foreign authority, in relation to the granting of the Successful Bid of the Tender, with the signing of this **CONTRACT** or, with its corresponding execution;
- 9.2.2 **PRODUCE** verifies that, according to the provisions of Article 1366 of the Civil Code or Article 29 of Legislative Decree No. 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 is terminated as a result of any of the events referred to in subsections 9.2.1, 9.2.2 or 9.2.3 of this clause, the parties expressly agree that it will apply to the **BUYER**, by the resolution of this **CONTRACT** and the Investment Contract, 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 and also, that **THE BUYER** will not be entitled to reimbursement or restitution of the consideration paid (sale price of the property), nor of the investments, nor of the costs or expenses made from the subscription of this **CONTRACT**; not being able to demand or sue to **PRODUCE** for any of the aforementioned concepts, as well as any type of compensation.
- 9.4 Notwithstanding the foregoing, **PRODUCE** will execute the Guarantee of Faithful Compliance of the Investment Contract.

CLAUSE 10: INTERPRETATION AND DISPUTE RESOLUTION

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

In case of divergence in the interpretation of this **CONTRACT**, the following order of priority shall be followed to resolve such situation:

- a) The **CONTRACT** and its amendments;
 - b) The Official Letters referred to in the Bidding terms;
 - c) the Bidding Terms; and,
 - d) The Peruvian Civil Code.
- 10.3 **THE BUYER** and its partners, shareholders or stockholders expressly, unconditionally and irrevocably waive any diplomatic claim for disputes or conflicts that may arise from the **CONTRACT**.
- 10.4 Direct Deal

The parties declare that it is their will that all disputes 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 negotiation between the parties.

The term for direct dealing must be ninety (90) working 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 for initiation of direct treatment must include a comprehensive description of the dispute and its due substantiation, as well as be accompanied by all the corresponding means of evidence. The agreements adopted by the Parties during the direct dealing procedure shall be recorded in the respective record(s).

The term referred to in the preceding paragraph may be modified for its reduction or extension, by a joint decision of the Parties, in view of the circumstances of each dispute. Such agreement shall be in writing.

10.5 Arbitration Agreement

Once direct treatment has been exhausted, all controversies, derived from or related to this **CONTRACT**, will be definitively resolved through arbitration in accordance with the Arbitration Regulations of the National and International Arbitration Center of the Lima Chamber of Commerce, to whose rules, administration and decision the parties submit unconditionally, declaring to know and accept them in their entirety, unless they conflict with what is established in the following paragraphs.

The arbitration proceeding for the resolution of a Dispute arising out of or related to this **CONTRACT** shall take place in the city of Lima, Peru and shall be conducted in the Spanish language.

Common Procedural Rules

- a) The Arbitration Tribunal shall be composed of three (3) members. The Party filing a request for arbitration must include in it the designation of its arbitrator and request the other party to comply with the appointment of its arbitrator within thirty (30) working days from the date of receipt of the respective request for appointment.
- b) Within thirty (30) working days from the date of the appointment of the second arbitrator, the Parties shall consult in order to designate by mutual agreement the Chairman of the Arbitral Tribunal. The Parties may extend this time limit by mutual agreement.
- c) If one of the Parties fails to appoint its Arbitrator, or if the Parties fail to agree on the appointment of the Chairman of the Arbitral Tribunal within the established time limit, the arbitrators not appointed by such date shall 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 in civil law and/or patrimonial civil law; and/or as a teacher in such matters.
- e) The following order of priority must necessarily be applied in the Arbitration:
 - The Political Constitution of Peru
 - Legislative Decree No. 1362 or regulation that modifies or replaces it and its regulations
 - The Civil Code, insofar as it does not collide with or contradict the above rules and principles
 - The general principles of Law

- f) The arbitrators may make up, at their discretion, any difference or gap existing in the legislation or in the Contract, by applying the general principles of law.
- g) The decisions of any governmental authorities that are issued in execution of their administrative competencies attributed by express norm, whose claim is through administrative channels, may not be subject to direct treatment or arbitration.
- h) The award issued will be integrated to the contractual rules established in the Purchase and Sale Contract.
- i) The Parties agree that the award rendered by the Arbitral Tribunal shall be final and not subject to appeal. In this sense, the Parties must consider it as a final judgment, with the authority of res judicata. Consequently, the Parties waive any right to challenge the arbitral award, declaring that it shall be binding, of definitive compliance and of immediate execution, except in the case of the causes listed in Article 63 of Legislative Decree No. 1071, as the case may be.
- j) During the arbitration proceedings, the Parties shall continue with the performance of their contractual obligations, to the extent possible, including those that are the subject matter of the arbitration. In the event that it is materially impossible to perform the obligations subject to arbitration, the respective time limit for the performance of such obligations shall be suspended. The Guarantee of Faithful Fulfillment of the Contract may not be forfeited for the reason that gave rise to the arbitration, and must be kept in force during the arbitration proceedings.
- k) Unless otherwise decided by the Arbitral Tribunal, all expenses incurred in the arbitration, including the fees of the arbitrators involved in the resolution of a dispute, shall be allocated to the losing party. The same rule shall apply in the event that the respondent or counterclaimant accepts or recognizes the claim of the claimant or counterclaimant. Expenses shall also be borne by the claimant or the counterclaimant who withdraws from the claim. In the event that the proceeding is terminated without a decision on the merits of the claims due to settlement or conciliation, such agreement shall establish the responsibility to assume the referred expenses. If the settlement or conciliation does not so provide, each party shall cover its own expenses. Likewise, should the award be partially in favor of the Parties, the Arbitral Tribunal shall decide on the distribution of such costs.
- l) The rules of Legislative Decree No. 1071, General Arbitration Law, shall also apply, including those aspects modified by Emergency Decree No. 20-2020.

CLAUSE 11: NOTARY AND REGISTRATION FEES

The notary and registration fees that arise as a result of this transfer will be the exclusive responsibility of **THE BUYER**, including a testimony of this transfer to **PRODUCE** .

Please, Mr. Notary Public, add the clauses and inserts of law, sending in due time the respective parts to the Real Estate Registry of Lima for its due inscription.

PRODUCE

THE BUYER

INVESTMENT CONTRACT

Mr. Notary:

Please extend in your Registry of Public Deeds, one recording of the Investment Contract (hereinafter "**Investment Contract**") is entered into on the one hand by the Ministry of Production (hereinafter "**PRODUCE**") with address at Calle Uno Oeste 060 - Urbanización Córpac, San Isidro, Lima, duly represented by, identified with National Identity Document Number (DNI) according to a designation made by; and, on the other hand, with Tax Identification Number (RUC), domiciled at represented by, with DNI No., according to powers registered in Electronic Item No. of the Registry of Legal Persons of the Registry Office of (hereinafter "**THE DEVELOPER**"), under the following terms and conditions:

CLAUSE 1: BACKGROUND

- 1.1 By Agreement No. 002-2016 of the National Council for Industrial Development of February 15, 2016, the Ancon Industrial Park Project (hereinafter "PIA Project" or "Project") was declared of national relevance.
- 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 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 subsection 31.1 of Article 31 referring to the transfer of assets, regarding the land located in the District of Ancon, Province and Department of Lima.
- 1.3 By Supreme Resolution No. 012-2016-EF published on June 23, 2016, the agreement adopted by the Board of Directors of PROINVERSIÓN was ratified.
- 1.4 The Board of Directors of PROINVERSIÓN, in session dated July 12, 2016, approved the Plan of Promotion of the PIA Project.
- 1.5 By Supreme Resolution No. 015-2016-EF published on July 27, 2016, was ratified the agreement adopted by the Board of Directors of PROINVERSIÓN 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 Partnerships and Projects in Assets, repealing Legislative Decree No. 1224. Article 49 of Legislative Decree No. 1362 defines Projects in Assets and establishes certain rules applicable to them, without prejudice to current legislation.
- 1.7 By agreement 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 Private Investment Promotion Agency - 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 +.

- 1.8 By means of Supreme Decree No. 240-2018-EF, the Regulation of Legislative Decree No. 1362 which regulates the Promotion of Private Investment through Public-Private Partnerships and Projects in Assets was approved.
- 1.9 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 PRO SOCIAL+ Committee, through Agreement No. 106-1-2020-Parque Industrial de Ancón on December 24, 2020 and, having received conformity through Resolution No. 58-2020/DPP/IN.09 of the Executive Director of PROINVERSIÓN dated December 28, 2020, were ratified by Resolution No. 104-1-2020-CD of the Board of Directors of PROINVERSIÓN, adopted in session dated January 14, 2021.
- 1.10 On January 18 and 19, 2021, the call for a Public Tender for the Ancon Industrial Park project was published in the Official Gazette El Peruano and two national newspapers.
- 1.11 On _____, 2023, the Special Committee of Investment in Education, Health, Justice, Tourism, Real Estate, Capital Market Projects and Other Sectors or public companies - PRO SOCIAL+, awarded the successful bid for the Tender to _____, who has proven 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.
- 1.12 In this Investment Contract, the terms defined in the Bidding Terms and the Purchase and Sale Contract will be used, unless additional terms are defined.

CLAUSE 2: PURPOSE AND NATURE OF THE INVESTMENT CONTRACT

- 2.1 By this Investment Contract, the DEVELOPER assumes before PRODUCE the obligation to execute the investments determined in the Investment Plan, prepared as indicated in Annex 1, (hereinafter "**Infrastructure and Services**"), for the exclusive purpose of developing the Ancon Industrial Park project; in the time, terms and conditions established in said Plan and in Tenth Clause of this Investment Contract.
- 2.2 The investments will be made on the land (the Land) acquired through the Purchase and Sale Contract signed by the DEVELOPER within the framework of the Tender, located between kilometers 45+850 to 50+750 of the Panamericana Norte Highway, District of Ancon, Province and Department of Lima, which has an area of 13'382,257. 00 m² (1,338.22 ha), and whose registration is recorded in the Electronic Item No. 13409092 of the Land Records of the Registry Office of Lima. The DEVELOPER declares and undertakes that the product of the investments made, which constitute the industrial park object of the Tender, will be subject to the exclusive and common property regime referred to in Law No. 27157.
- 2.3 This Investment Contract is of a civil nature and in such 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 No. 1362 and its Regulations, the obligations of the parties shall be mainly of result, unless otherwise agreed or mandated by 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 successful bid of the Tender for the Private Investment Promotion of the Ancon Industrial Park Project. For this reason, the breach of this Investment Contract originates a breach in the Purchase and Sale Contract and vice versa, PRODUCE being able to make use of the rights and remedies granted by this Investment Contract, the Purchase and Sale Contract and the Applicable Laws and Provisions allow in its favor in said circumstance. Likewise, the termination of this Contract due to non-compliance by the **DEVELOPER** constitutes a case of termination of the Investment Contract and vice versa, leaving PRODUCE's aforementioned remedies and rights safe, including the execution of the Guarantee of Faithful Fulfilment of the Investment Contract, issued in accordance with the provisions of the Bidding Terms of the Tender.
- 2.5 In the same way, **THE DEVELOPER** expressly declares that during the Tender stage, it has had access to the studies carried out on the land, for which reason it expressly declares to be fully aware of the physical and natural characteristics of the land, its topography and risk situations that affect it, also knowing the Urban Conceptual Master Plan of the Ancón Industrial Park and its recommendations; being satisfied, the reason for which he signs this **CONTRACT**.
- 2.6 The DEVELOPER declares and acknowledges that its obligations derived from this **CONTRACT** are its exclusive account, cost and risk with respect to the Project, including the following risks, without this list being considered limitative: (i) delay in the delivery of authorizations, permits and licenses or other administrative acts for the development of the Project, as well as the failure to obtain the same; (ii) delay in the delivery of easements or concessions as well as the failure to obtain them; (iii) failure of the DEVELOPER to comply with any of the obligations set forth 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 marketing; (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) size and cost overruns; (xxiii) geological; (xxiv) cultural heritage; (xxv) findings in excavations, movement of masses, leveling of land, cut and fill; (xxvi) seismic and other acts of nature; (xxvii) epidemic and/or pandemic; (xxviii) environmental.
- 2.7 The correct and timely fulfillment of each and every one of the obligations in charge of the DEVELOPER will be guaranteed with the Guarantee of Faithful Fulfillment of the Investment Contract, which will be equivalent to US\$ 23,600,000.00 (twenty-three million six hundred thousand and 00/100 United States dollars). Said guarantee must be issued in accordance with the provisions of the Bidding Terms of the Tender and must be in forceduring the entire term of this Investment Contract and up to sixty (60) calendar days after its termination.

CLAUSE 3: CLOSING DATE

3.1 Statement of the parties

3.1.1 Statement of the DEVELOPER

The DEVELOPER guarantees as of the Closing Date, the veracity of the following statements:

- a. That, he is duly authorized and has the capacity to assume the obligations that correspond to him as a consequence of the execution of this Investment Contract,

having complied with all the necessary requirements to formalize it.

- b. That, it is not necessary for the DEVELOPER to carry out other acts or procedures to authorize the execution and compliance with the corresponding obligations under the Investment Contract.
- c. That, he has no impediment to contract in accordance with the provisions of Article 1366 of the Civil Code and is not administratively penalized 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 it during the development of the tender in accordance with the provisions of Article 29 of Legislative Decree No. 1362.
- d. That both he and his partners, shareholders or other analogues, expressly, unconditionally and irrevocably waive any diplomatic claim for disputes 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 Tender stage are true and remain valid.
- f. That there are no actions, lawsuits, arbitrations or other legal procedures in progress, nor sentences, nor decisions of any kind not executed, against him, that are intended to prohibit or otherwise prevent or limit compliance with the commitments or obligations contemplated in this Investment Contract.
- g. That he has visited the Land and is aware of its status and its legal situation and that he is also aware that the Land was used as a military training and instruction field, having had access, during the stage of the Tender, to the studies and works carried out for the cleaning of military supplies from the surface of said Land; being in agreement, for which reason it subscribes this **CONTRACT**.
- h. That, by virtue of the signing of the Purchase and Sale Contract and this Investment Contract, it takes possession of the Land.

3.1.2 Statement of PRODUCE:

PRODUCE guarantees as of the Closing Date, the veracity of the following statements:

- a. That, it is duly authorized, in accordance with the Applicable Laws and Provisions, to act as such in this Investment Contract.
- b. That no other action or procedure by PRODUCE is necessary to authorize the signing of this Investment Contract.
- c. That there are no Applicable Laws or Provisions in force that prevent it from complying with its obligations under this Investment Contract, nor are there any actions, lawsuits, investigations, litigations or proceedings in progress before a court, arbitration tribunal or Governmental Authority, judgments, awards or decisions of any kind not executed, that prohibit, oppose or, in any way, prevent the execution or compliance

with the terms of this Investment Contract.

- d. That it has free availability of the land, that is to say, there are no occupants, invaders or similar, that limit the immediate occupation of the same.

3.2 Findings at Closing Date

3.2.1 The DEVELOPER on the Closing Date has complied with the following:

- a. Submit the testimony of the public deed of incorporation and bylaws of the DEVELOPER, with proof of registration, in order to prove that:
 - i) is a legal person validly constituted in Peru in accordance with the Applicable Laws and Provisions;
 - ii) its social capital amounts to at least eighty-five percent (85%) of the value offered for the award of the land; and,
 - iii) the capital stock is fully subscribed and paid in cash in at least twenty-five percent (25%) and must be paid in full by the expiration of twenty-four (24) months from the date of signing this Investment Contract and the Purchase and Sale Contract if not fully paid on the Closing Date.
- b. Accredit the registration in the corresponding registry office of the powers of the legal representative that will sign this Investment Contract.
- c. Submit a notarized copy of the documents stating that its competent internal bodies have approved this Investment Contract.
- d. Submit 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. Submit proof of not being disqualified or suspended from contracting with the State, issued by the Supervising Agency of the Government Procurement (OSCE), with respect to the Bidder or the Members of the Consortium that was the Successful Bidder, as the case may be.
- f. Submit the Guarantee of Faithful Fulfillment of the Investment Contract, which meets the conditions and characteristics indicated in the Bidding Terms of the Tender.

3.2.2 PRODUCE on the Closing Date has complied with verifying that PROINVERSIÓN has returned the Guarantee of Seriousness of the Offer submitted by the successful bidder during the Tender.

CLAUSE 4: **VALIDITY OF THE INVESTMENT CONTRACT**

- 4.1 This Investment Contract will enter into force as of the Closing Date and will be valid for 22 (twenty-two) years or until PRODUCE has verified that the DEVELOPER has fully executed the benefits under its responsibility referred to in Tenth Clause, whichever occurs first.
- 4.2 The validity of this Investment Contract may be modified by agreement between the Parties, through an agreement that will be included in an addendum.

CLAUSE 5: **FULL RIGHTS TERMINATION**

- 5.1 **THE DEVELOPER** declares and guarantees that neither he, nor his shareholders, partners or related companies, nor any of their respective directors, officials or members of the administrative bodies, nor any of their employees, advisors, legal representatives, attorneys-in-fact, representatives or agents or related persons, have incurred or attempted to engage in acts of corruption, nor have they paid, offered, negotiated or effected, nor have they attempted or will attempt in the future, to pay, offer, negotiate or effect, 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 linkage referred to in the first paragraph, the provisions of SMV Resolution No. 019-2015-SMV/01 or regulation that modifies or replaces it.

- 5.2 It is expressly established that the **CONTRACT** will be terminated with full rights, in the cases that:
 - 5.2.1 **PRODUCE** verifies that any of the natural or legal persons mentioned in the indicated subsection 5.1 have been convicted by consent or enforceable sentence, 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 Criminal Code or equivalent crimes, in case they have been committed in other countries, before any competent national or foreign authority, in relation to the granting of the Successful Bid of the Tender, with the signing of this **CONTRACT** or, with its corresponding execution;
 - 5.2.2 **PRODUCE** verifies that, according to the provisions of Article 1366 of the Civil Code or Article 29 of Legislative Decree No. 29, **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 In the event that the contract is terminated as a result of any of the events referred to in subsections 5.2.1, 5.2.2 or 5.2.3 of this clause, the parties expressly agree that it will apply to the **DEVELOPER**, by the resolution of this **CONTRACT** and the Purchase and Sale Contract, 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 and also, that **THE DEVELOPER** will not be entitled to reimbursement or restitution of the investments, nor of the costs or expenses made from the subscription of this **CONTRACT** or of the sale price of the property, corresponding to the consideration paid under the Purchase and Sale Contract; not being able to demand or sue to

PRODUCE for any of the aforementioned concepts, as well as any type of compensation.

- 5.4 Notwithstanding the foregoing, **PRODUCE** will execute the Guarantee of Faithful Compliance of the Investment Contract agreed upon by the Parties.

CLAUSE 6: PRODUCE INFORMATION RIGHTS

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

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

- 6.2 To access the requested information or documentation, **PRODUCE** must formally request it. **THE DEVELOPER** will have a period of no more than 30 working days, counted from the notification with the requirement, to submit the request. The information must be submitted in simple copies or digitized. If the information or documentation is not available or is not definitive, **THE DEVELOPER** must indicate this circumstance to **PRODUCE**. These requests may not be made on more than four (4) occasions within a calendar year.

CLAUSE 7: IMPLICATIONS OF PRODUCE INFORMATION RIGHT

The parties acknowledge that the information rights agreed upon in the preceding Clause do not give rise to any liability on the part of **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 subsection 2.5 of the Second Clause.

CLAUSE 8: 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 ensure the success of the project. Likewise, it 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 attended taking into account what is indicated in this paragraph.

8.1 Rights and Obligations of the DEVELOPER under this Investment Contract:

8.1.1 DEVELOPER Rights

The DEVELOPER has the following rights:

- a. To build, operate and maintain the Project directly or through third parties.
- b. To use the construction methods it considers appropriate for the execution of the works of the Project, as long as they do not contravene the Applicable Laws and Provisions.
- c. To commercialize the Lots resulting from the habilitation of the Land under any modality and under any title not prohibited by the Applicable Laws and Provisions.
- d. To 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 in them is destined exclusively to cover the Investments and Services of the Project.

8.1.2 DEVELOPER obligations

The DEVELOPER has the following obligations:

- a. To use the Land for the purposes of the Ancon Industrial Park project, to which the private investment promotion process that gave rise to this Contract refers, and therefore, not use the Land for housing or other purposes that are incompatible with industrial use in accordance with the Applicable Laws and Provisions.

THE DEVELOPER will make sure to include in the contracts and/or agreements entered into with third parties, a clause by which said 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. To provide PRODUCE with the Guarantee of Faithful Fulfillment of the Investment Contract, which must comply with the conditions and characteristics indicated in the Bidding Terms of the Tender and must remain in force throughout the execution period of the Investment Contract and up to sixty (60) calendar days after its termination; in the amounts provided therein.
- d. To obtain the necessary permits, authorizations and licenses to start the construction of the works, from the corresponding administrative authorities.
- e. To obtain and maintain the easements that are required to make the Investments and provide the promised Services.
- f. To 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 liable to Produce for the execution of the Project, even in the event that the execution is carried out through third parties.

- g. Develop the Project's management and operation structure, organize the proposed condominium or ownership structure, and provide the Project's users with the minimum services required, either directly or through third parties.
- h. No later than the fourteenth month after 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 planning of the urbanization following the temporal period included in Annex 1, explaining said planning and the provision of urban services provided for in the **PROJECT**, which will be represented on a map of the Industrial Park area. Said Investment Plan shall 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.

Likewise, these plans must be accompanied by a descriptive report detailing at least the following:

- a. Year and area to be developed in each investment period.
- b. Urban services infrastructure to be developed in each investment period.
- c. Business model, including forecasts for the sale, lease or other form of placement of land and/or buildings, together with the years and investment periods in which the above is expected to occur.
- d. **PROJECT** organization model, explaining how and by whom (the developer itself, third parties) the services and infrastructure of the **PROJECT** will be managed.

The Investment Plan must be formulated by periods as established in Annex 1. The time schedule contained in the plan will be mandatory, corresponding to the period immediately following the delivery of the plan (i.e., the plan delivered at the beginning of the project is mandatory in its schedule for years 1-6, the one delivered at the end of the first period is mandatory in period 7-12, and so on). The plan must be updated one (1) year before the end of each investment period. The updates of the investment plans must always consider compliance with the minimum obligations established in Annex 1 for each investment period.

- i. Any other included in the Bidding Terms or emanating from the Applicable Laws and Provisions to the Project, including Supreme Decree No. 009-2020-MINAM that approves the Multisectoral Management Plan "Bicentennial City", as it refers to the Ancon Industrial Park.

8.2 Rights and Obligations of **PRODUCE** under this Investment Contract:

8.2.1 **PRODUCE** Rights:

- a. To be informed of the progress of the Project in accordance with the provisions of the Sixth Clause of this Investment Contract, for which it may designate a representative to verify compliance with the contractual obligations of the **DEVELOPER**.
- b. The others agreed in the Purchase and Sale Contract and this Contract.

8.2.2 **PRODUCE** obligations:

- a. To provide the **DEVELOPER**, within a maximum period of 30 working days from the request to **PRODUCE**, with the information available to obtain permits, licenses, authorizations and, in general, for any authorization title that is necessary so that it can carry out its activities in accordance with the Investment Contract, without responsibility or cost to **PRODUCE** in obtaining them or, failing that, communicate within the same period that it does not have the requested information. The **DEVELOPER**'s request must specify in detail the document required.

Since the investment decision corresponds entirely to the **DEVELOPER**, as it is based on the independent investigation that the **DEVELOPER** has carried out on the project, **PRODUCE** will not be responsible for the accuracy, sufficiency, completeness or any other aspect in relation to said information. The delay in the submission of the indicated information may not be invoked by **THE DEVELOPER** as a cause for termination of this Contract.

- b. Those agreed in the Purchase and Sale Contract and this Contract.

CLAUSE 9: **CAUSES FOR TERMINATION**

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 set forth in the Purchase and Sale Contract.
- b. Giving the Land, during the term of this **CONTRACT**, a use other than that for which the Tender 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 declarations made by **the DEVELOPER** in subsection 3.1.1
- d. The abandonment of the works or their unjustified stoppage for more than six (6) months.
- e. The non-renewal or submission of any of the guarantees provided for in this Investment Contract.
- f. Failure to comply with the obligations derived from the Insurance Regime established in the Eleventh Clause of this Investment Contract.
- g. The assignment of the contractual position of the **DEVELOPER** without the authorization of **PRODUCE** in its capacity as assignee, in accordance with the provisions of Article 1435 and following the Civil Code.
- h. The judicial resolution that provides for the seizure of the **DEVELOPER**'s assets, the incorporation in any bankruptcy proceeding (ordinary or preventive) on its own initiative or that of third parties, the dissolution or liquidation agreement, the judicial declaration of bankruptcy, or any other event or circumstance of similar effect and consequences.
- i. Accumulation, during the term of this **CONTRACT**, of firmly 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 subsection 5.2 of the Fifth Clause of this **CONTRACT**. In the case of the execution stage of this **CONTRACT**, the acts produced in relation to the verification obligations referred to in subsection 10.3 of this **CONTRACT** will be considered.

The causes referred to in the preceding paragraphs are of automatic resolution and by full rights 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 paragraphs a), b) and f) of this clause, prior to the resolution, **PRODUCE** must notify the **DEVELOPER** to rectify the breach, granting it a term of not less than 20 calendar days from the day following the date of notification of the notice. If **THE DEVELOPER** does not remedy the breach within the period granted, **PRODUCE** may request the termination of the **CONTRACT**.

In the case of the cause indicated in paragraph b), the **DEVELOPER** recognizes the autonomy of the reversal power of the National Superintendence of State Assets - SBN, in accordance with the charges registered in Records D0002 and D0003 of Land Registry No. 13409092 of the Land Records of the Registry Office of Lima, and therefore accepts that in the event **PRODUCE** does not warn or does not sanction with resolution, the non-compliance referred to in said cause, the SBN may exercise said power of reversion.

CLAUSE 10: INVESTMENTS AND SERVICES

The investment commitments contained in the Investment Plan that **THE DEVELOPER** presents to **PRODUCE**, in accordance with paragraph h. of subsection 8.1.2 of the eighth clause, form an integral part of the Investment Contract, for which reason said commitments will be equally enforceable to the **DEVELOPER**.

Disputes regarding the approval of the Investments and/or Services shall be resolved in accordance with the provisions of the Thirteenth Clause 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 minimum in their committed physical scope, while the terms contained in the indicated annex are maximum.
- 10.2 For the purposes of what is indicated in the previous subsection, **THE DEVELOPER** must carry out each and every one of the activities necessary for the execution of the Investments contained in the Investment Plan. These activities may be carried out directly by **the DEVELOPER** or by third parties, as the **DEVELOPER** sees fit.

The **DEVELOPER** will be free and will be able to promote, develop and execute at its own expense and risk other investments that are not included in the Investment Plan, without requiring prior approval from **PRODUCE**. These additional investments will not be considered mandatory execution and compliance; however, they must comply with the following terms and conditions: (i) not conflict with the Project (including rights and obligations of the parties, contracts, restrictions, plans, land charges, Applicable Laws and Provisions); (ii) be subject to the information right owned by **PRODUCE** referred to in the sixth and seventh clauses of this contract; and, (iii) have the corresponding administrative approvals in accordance with the Applicable Laws and Provisions, such as those that come from the municipal, environmental, labor authorities, among

others.

10.3 The Investment obligations will be considered fulfilled when **PRODUCE** verifies the physical completion committed in compliance with 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 working 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 working days from the designation made by **PRODUCE**.
- b) If, after the expiration of the term of 15 working days for the verification of the committed physical completion, **PRODUCE** does not issue any pronouncement, it will be understood that said verification could not be carried out. In such a case, **THE DEVELOPER** may request the verification again, so that within a period of no more than 15 working days, counted from the communication of **THE DEVELOPER**, **PRODUCE** performs the requested verification; If **PRODUCE** does not pronounce itself after the indicated term, it will be understood that the physical termination of the committed investment in question has been verified.
- c) In the event that **PRODUCE** has technical observations on the compromised physical completion of the Investment, it will send said observations to the **DEVELOPER** who will be obliged to correct them within the following 15 working days and will inform **PRODUCE** of said circumstance.
- d) **PRODUCE** will have 5 working days to carry out a second verification from the time it is notified and if it is satisfied, it will send the **DEVELOPER** in writing the verification of the compromised physical completion.
- e) If after the expiration of the period of 5 working 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 a case, **THE DEVELOPER** may notify **PRODUCE** again, so that within a period of no more than 15 working days, counted from the communication of **THE DEVELOPER**, **PRODUCE** evaluates the corrections; If, after the indicated term expires, **PRODUCE** does not pronounce itself, it will be understood that the observations have been corrected.

Services

10.4 **THE DEVELOPER** must make available to anyone who uses or needs to use the infrastructure of the Ancon 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 subsection, **THE DEVELOPER** must carry out each and every one of the activities necessary for the execution of the Services contained in the Investment Plan. These activities may be carried out directly by **the DEVELOPER** or by third parties,

as the **DEVELOPER** sees fit.

10.6 The obligations linked to the Services will be considered fulfilled when **PRODUCE** verifies the availability 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 working 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 working days from the designation made by **PRODUCE**.
- b) If, after the expiration of the term of 15 working days for the verification of the availability of the service, **PRODUCE** does not issue any pronouncement, it will be understood that said verification could not be carried out. In such a case, **THE DEVELOPER** may request the verification again, so that within a period of no more than 15 working days, counted from the communication of **THE DEVELOPER**, **PRODUCE** performs the requested verification; If **PRODUCE** does not pronounce itself after the indicated term, it will be understood that the availability of the service has been verified.
- c) In the event that **PRODUCE** has technical observations on the availability of the service, it will send said observations to the **DEVELOPER** who will be obliged to correct them within the following 15 working days and will inform **PRODUCE** of said circumstance.
- d) **PRODUCE** will have 5 working days to carry out a second verification from the time 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 working 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 a case, **THE DEVELOPER** may notify **PRODUCE** again, so that within a period of no more than 15 working days, counted from the communication of **THE DEVELOPER**, **PRODUCE** evaluates the corrections; If, after the indicated term expires, **PRODUCE** does not pronounce itself, it will be understood that the observations have been corrected.

Periodic monitoring of the execution of the Investment Plan

10.7 Without prejudice to the provisions of the Sixth and Seventh Clauses, **THE DEVELOPER** must inform **PRODUCE** regarding the execution of the Investment Plan prepared based on what is indicated in Annex 1, on the following occasions:

- a) At [36] months after the Closing Date.
- b) At [108] months after the Closing Date.
- c) At 174 months after the Closing Date.
- d) At [234] months after the Closing Date.
- e) When the causes of subsection 10.13.c occur

10.8 The information should cover the following issues:

- a) The matters indicated in the Sixth Clause of the Investment Contract.
- b) Disclosure of deviations in the execution of the Investment Plan.

c) Other matters that, at the discretion of the **DEVELOPER**, have a negative impact on the execution of the Investment Plan.

10.9 Once the information is received, **PRODUCE** will have up to 10 working days to request clarifications or precisions to the information presented. Said request must be attended to within a period not exceeding 5 working days. Once the complete information has been received, **PRODUCE** will have up to 15 working days to communicate its evaluation of it to the **DEVELOPER**. If **PRODUCE** detects undisclosed deviations or the revealed deviations risk the execution of the Investment Plan, it will require a detailed explanation to the **DEVELOPER** and a Corrective Plan to overcome these deviations. The detailed explanation must be provided within a period not exceeding 5 working days, while the Corrective Plan must be delivered within a maximum period of 15 working days unless **PRODUCE** deems the detailed explanation sufficient.

10.10 The Corrective Plan shall have the following minimum content:

- a) Identification of the causes of deviations
- b) Offer of measures to be executed by the **DEVELOPER** and their impact on the objectives defined in the investment plans.
- c) Offer to modify the intermediate terms referred to in Annex 1. Intermediate terms are understood as those foreseen for the fulfillment of the milestones temporarily located between the beginning and end of each investment period in accordance with Annex 1.
- d) Measures to be implemented in the future to prevent the deviations identified from reproducing.
- d) In the **DEVELOPER**'s opinion, other relevant matters are necessary to execute the Investment Plan and do not require economic benefits from **PRODUCE**.

10.11 **PRODUCE** will evaluate the Corrective Plan within a period of 15 working days from its receipt, being able to approve it in whole or in part or disapprove it based on a supported decision.

Once the deviation is identified, the following penalties will be applied:

- a) In the event that **THE DEVELOPER** presents a Corrective Plan that recovers the levels provided in the Investment Plan in less than 3 months: 25% of the daily base penalty (25% of 1,000 USD/day).
- b) In the event that **THE DEVELOPER** presents a Corrective Plan that recovers the levels provided in more than 3 months and less than 6 months: 50% of the daily base penalty (50% of 1,000 USD/day).
- c) In the event that **THE DEVELOPER** presents a Corrective Plan that recovers the levels provided in more than 6 months and less than 9 months: 75% of the daily base penalty (75% of 1,000 USD/day).
- d) In all other cases, the base penalty set forth in Annex 2 applies.

10.12 In the event that the approved Corrective Plan is not implemented in accordance with the provisions of its terms and conditions, and at the end of its validity the corresponding indicators continue to deviate by more than 5% from the estimates of the respective Investment Plan, the total daily base penalty will be applied retroactively from the date of non-compliance detection. The final penalty will replace the intermediate penalties.

10.13 The following rules apply in addition to the provisions of this Clause:

- a) The silence of **PRODUCE** and the information provided within the framework of this Clause is regulated by the provisions of the Seventh Clause, which exempts **PRODUCE** from responsibilities

and risks.

b) The application of this monitoring mechanism, including the approval of the Corrective Plan and modification of the intermediate terms of each investment period, will not imply a modification of the contracts for the promotion of private investment or a commitment by the Peruvian State to modify any regulation.

c) **THE DEVELOPER** must inform **PRODUCE** regarding any deviation in the execution of the Investment Plan or the approved Corrective Plan whose impact is equal to or greater than 5% of the investment amount or 10% of the term of execution of the respective plan.

d) This clause does not refer to the investments made by **THE DEVELOPER** in accordance with the provisions of the second paragraph of subsection 10.2 of the Tenth Clause.

e) The monitoring mechanism provided for in this clause has its own penalty mechanism. In the event that a conduct under this mechanism is foreseen as subject to a penalty in another section of the contract, the greater of the two shall apply.

CLAUSE 11: INSURANCE REGIME

11.1 **THE DEVELOPER** assumes all risks and responsibilities derived from the **PROJECT** in accordance with the provisions on extra-contractual liability contained in the Civil Code. **THE DEVELOPER** shall contract and keep in force all insurance policies required under this Contract with insurance companies with an “A” rating or equivalent or higher, whose evaluation has been carried out by a national risk rating company duly authorized by the Superintendency of the Securities Market (SMV).

The international reinsurers covering the risks of the insurer contracted by **THE DEVELOPER** shall have a minimum rating of “A-,” granted by an international risk rating company that rates 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 it contracts. Likewise, in case of events not covered or underinsurance, the only person responsible will be **THE DEVELOPER**.

11.2 **THE DEVELOPER** shall take and maintain the following insurances:

11.2.1 Contractual and extra-contractual liability insurance against any damage, harm, loss or injury that may occur to property and persons. 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 highest risk, due to civil liability, provided for in the risk assessment carried out by the **DEVELOPER** for that purpose.

11.2.2 Insurance against damage to the infrastructure and services referred to in Annex 1. The coverages shall be at least the following: partial or total damage caused by water, earthquake, fire, terrorism, vandalism, civil commotion, robbery, theft, and unlawful appropriation. The contracting 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 execution of the **PROJECT**. All insurance must be valid until the **PROJECT** ends.

- 11.3 The policies that are issued in accordance with the provisions of this Contract must contain a stipulation that obliges the corresponding insurance company to notify **PRODUCE** in writing of any omission of payment by **THE DEVELOPER**, with an anticipation of not less than twenty-five (25) calendar days from 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 shall also apply in the event of cessation, withdrawal, cancellation or non-renewal of any insurance that **THE DEVELOPER** is required to maintain under the 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 subsection.

- 11.4 In the event of a claim 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 aforementioned policy must be used to replace and/or repair the infrastructure and services referred to in Annex 1, which are affected by the respective claim, to bring them, at least, to their situation before the claim; even in the case of a case of total destruction. Upon the occurrence of a loss, the following shall apply:

- a) **THE DEVELOPER** undertakes to use the money received from the insurance to replace and/or repair the assets affected by the respective loss.
- b) In the event that the insurance resources are not sufficient to replace or repair the affected assets, **THE DEVELOPER** shall be responsible, at its own cost, for covering the remaining amount.
- c) The replacement and/or repair of the assets shall be carried out in such a way that the **PROJECT** is only suspended for the minimum time necessary. 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 in the Thirteenth Clause of this Investment Contract.

- 11.6 Before January 30 of each year, during the validity of the **PROJECT**, **THE DEVELOPER** will submit to **PRODUCE** or whoever it designates, the list of the insurance taken out and/or maintained by it, indicating at least the coverage, the name of the insurance company and the 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, in accordance with this Contract, have been contracted and are in force.

Likewise, thirty (30) calendar days prior to the expiration of each insurance policy, **THE DEVELOPER** must notify **PRODUCE** if it will proceed to renew it without modifying 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 limits, effective coverage or increases in deductibles. Likewise, **THE DEVELOPER** is obliged to take and maintain other types of insurance that are required by the Applicable Laws and Provisions.

11.8 Additionally, **THE DEVELOPER** is obliged to take out, during the execution of its works, an all-risk insurance policy CAR (Construction All risk), which contemplates, as a minimum, sections "A" and "B" and others in accordance with the coverages 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 installations, design errors, weakening of sharp elements and any other coverage considered in a CAR/EAR (Engineering All Risk) policy up to an insured amount that is more than sufficient to cover any loss that might occur during the execution of the works, whose minimum insured amount corresponds to that determined by the respective risk study.

This insurance must include a clause in which it is established that the funds resulting from the compensation for any of the events invoked must necessarily be used to repair the damages caused by the accident.

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

CLAUSE 12: FORCE MAJEURE

12.1 Neither **PRODUCE** nor **THE DEVELOPER** shall be liable for the non-performance of an obligation or for its partial, late or defective performance if caused by force majeure or fortuitous event.

12.2 For the purposes of this Investment Contract, there shall be a situation of force majeure or fortuitous event whenever an event, condition or circumstance not attributable to **PRODUCE** or the **DEVELOPER** occurs, of an extraordinary, unforeseeable and irresistible nature, which prevents any of them from performing the obligations at their charge or causes their partial, late or defective performance. The event must be beyond the reasonable control of the Party invoking the cause, which despite all reasonable efforts to prevent or mitigate its effects, cannot prevent the non-compliance situation from arising.

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, as long as it prevents the parties from complying with their obligations:

- a. Any act of external, internal or civil war (declared or undeclared), state of siege, invasion, armed conflict, blockade, revolution, riot, insurrection, civil commotion or acts of terrorism.
- b. Any stoppage, strike, claim or protest by 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 weather phenomenon.
- e. Any pandemic, 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 compliance with the delivery period established in the schedule of the Investment Plan, which despite their documented and timely actions, are not possible to be controlled. Therefore, the only consequence derived from the configuration of a fortuitous event or force majeure will be the authorization of the **DEVELOPER**, to present its request for suspension of the affected obligations, in accordance with subsection 12.8 of this clause.

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

- 12.4 In the event that either party invokes force majeure or a 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 shall not release the affected party by said event from the performance of obligations that are not affected by it. In this sense, a fortuitous event 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 qualification of the event as force majeure or fortuitous event, or its consequences, it may resort to the dispute resolution procedure of the Thirteenth Clause.
- 12.7 The affected party by an event of force majeure or fortuitous event must inform the counterparty, within the following seventy-two (72) hours of having occurred or having become aware, as the case may be, of the facts that constitute said event of force majeure or fortuitous event.
- 12.8 After sending the communication, the affected party will have a maximum period of 15 additional calendar days to submit to the counterparty its request for suspension of the affected obligations, which must justify at least:
 - a. Description of the occurrence of the event.
 - b. Date of occurrence of the event or date the affected party became aware of the event.
 - c. The date on which the cessation of activities or obligations occurs.
 - 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 an event, the obligation or condition affected.
 - f. 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 counterparty must send its opinion to the affected party; in case there is no pronouncement, it will be understood that this is favorable.

In the event the affected party does not submit the request for suspension within 15 calendar days of communicating the event, it will be understood that said event does not constitute an

impediment to the fulfillment of the obligations under its responsibility.

CLAUSE 13: INTERPRETATION AND DISPUTE RESOLUTION

13.1 The CONTRACT shall be governed and construed in accordance with Peruvian law. Therefore, the parties express that the content, execution, conflicts and other consequences that originate from it, will be governed by the Peruvian legal system, the same that **THE DEVELOPER** declares to know.

13.2 The **CONTRACT** shall be interpreted as a unit and in no case shall each of its clauses be interpreted independently.

In case of divergence in the interpretation of this **CONTRACT**, the following order of priority shall be followed to resolve such situation:

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

13.3 **THE DEVELOPER** and its partners, shareholders or stockholders expressly, unconditionally and irrevocably waive any diplomatic claim for disputes or conflicts that may arise from the **CONTRACT**.

13.4 Direct Deal

The parties declare that it is their will that all disputes 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 negotiation between the parties.

The term for direct dealing must be ninety (90) working 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 for initiation of direct treatment must include a comprehensive description of the dispute and its due substantiation, as well as be accompanied by all the corresponding means of evidence. The agreements adopted by the Parties during the direct dealing procedure shall be recorded in the respective record(s).

The term referred to in the preceding paragraph may be modified for its reduction or extension, by a joint decision of the Parties, in view of the circumstances of each dispute. Such agreement shall be in writing.

13.5 Arbitration Agreement

Once direct treatment has been exhausted, all controversies, derived from or related to this **CONTRACT**, will be definitively resolved through arbitration in accordance with the Arbitration Regulations of the National and International Arbitration Center of the Lima Chamber of Commerce, to whose rules, administration and decision the parties submit unconditionally, declaring to know and accept them in their entirety, unless they conflict with what is established in the following paragraphs.

The arbitration proceeding for the resolution of a Dispute arising out of or related to this **CONTRACT** shall take place in the city of Lima, Peru and shall be conducted in the Spanish language.

Common Procedural Rules

- a) The Arbitration Tribunal shall be composed of three (3) members. The Party filing a request for arbitration must include in it the designation of its arbitrator and request the other party to comply with the appointment of its arbitrator within thirty (30) working days from the date of receipt of the respective request for appointment.
- b) Within thirty (30) working days from the date of the appointment of the second arbitrator, the Parties shall consult in order to designate by mutual agreement the Chairman of the Arbitral Tribunal. The Parties may extend this time limit by mutual agreement.
- c) If one of the Parties fails to appoint its Arbitrator, or if the Parties fail to agree on the appointment of the Chairman of the Arbitral Tribunal within the established time limit, the arbitrators not appointed by such date shall 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 in civil law and/or patrimonial civil law; and/or as a teacher in such matters.
- e) The following order of priority must necessarily be applied in the Arbitration:
 - The Political Constitution of Peru
 - Legislative Decree No. 1362 or regulation that modifies or replaces it and its regulations
 - The Civil Code, insofar as it does not collide with or contradict the above rules and principles
 - The general principles of Law
- f) The arbitrators may make up, at their discretion, any difference or gap existing in the legislation or in the Contract, by applying the general principles of law.
- g) The decisions of any governmental authorities that are issued in the execution of their administrative competencies attributed by express norm, whose claim is through administrative channels, may not be subject to direct treatment or arbitration.
- h) The award issued will be integrated into the contractual rules established in the Investment Contract.
- i) The Parties agree that the award rendered by the Arbitral Tribunal shall be final and not subject to appeal. In this sense, the Parties must consider it as a final judgment, with the authority of res judicata. Consequently, the Parties waive any right to challenge the arbitral award, declaring that it shall be binding, of definitive compliance and of immediate execution, except in the case of the causes listed in Article 63 of Legislative Decree No. 1071, as the case may be.
- j) During the arbitration proceedings, the Parties shall continue with the performance of their contractual obligations, to the extent possible, including those that are the subject matter of the arbitration. In the event that it is materially impossible to perform the obligations subject to arbitration, the respective time limit for the performance of such obligations shall be suspended. The Guarantee of Faithful Fulfillment of the Contract may not be forfeited for the reason that gave rise to the arbitration and must be kept in force during the arbitration proceedings.
- k) Unless otherwise decided by the Arbitral Tribunal, all expenses incurred in the arbitration, including the fees of the arbitrators involved in the resolution of a dispute, shall be allocated to the losing party. The same rule shall apply in the event that the respondent or counterclaimant accepts or recognizes the claim of the claimant or counterclaimant. Expenses shall also be borne by the claimant or the counterclaimant who withdraws from the claim. In the event that the proceeding is terminated without a decision on the merits of the claims due

to settlement or conciliation, such agreement shall establish the responsibility to assume the referred expenses. If the settlement or conciliation does not so provide, each party shall cover its own expenses. Likewise, should the award be partially in favor of the Parties, the Arbitral Tribunal shall decide on the distribution of such costs.

- l) The rules of Legislative Decree No. 1071, General Arbitration Law, shall also apply, including those aspects modified by Emergency Decree No. 20-2020.

CLAUSE 14: 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 corrects the breach in question. In the event **THE DEVELOPER** fails to remedy the breach within the term granted for that purpose, **PRODUCE** will proceed to apply the corresponding penalty for non-compliance that has not been remedied. If the **DEVELOPER** fails to pay the penalty, within five (5) working days, **PRODUCE** will proceed to execute the Guarantee of Faithful Fulfillment of the Investment Contract.
- 14.2 The imposition of penalties does not prejudice other rights of **PRODUCE** contained in this Contract, the Purchase and Sale Contract or the Applicable Laws and Provisions. Nor does it prejudice the administrative competencies that correspond to **PRODUCE** or any other entity belonging to the Peruvian State in accordance with the Applicable Laws and Provisions.

CLAUSE 15: RESOLUTION AND CONSEQUENCES

- 15.1 The termination of the Investment Contract may occur in the following cases:
 - a. By agreement between the parties, which must be recorded in writing referring to this clause;
 - b. In 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 fault of the **DEVELOPER**, the following consequences will apply:
 - a. The Purchase Sale Contract will be terminated, restoring the benefits to the state prior to the resolution. Consequently, ownership of the Land will revert to **PRODUCE** and simultaneously **PRODUCE** will reimburse the price paid by the Developer without accruing interest to **PRODUCE** for the period between the payment of the price and the date on which the resolution operates. Excluded from such reversion, as well as from the reimbursement, to be made as restitution, are the areas whose ownership had been obtained in good faith by third parties within the framework of the development of the Project and those that had been the subject of transferred regulatory contributions.
 - b. The infrastructure that would have been implemented by the Developer, including that developed in the execution of the provisions of Annex No. 1 of this Contract, will be transferred to **PRODUCE** at its commercial appraisal value. Excluded from said transfer are areas whose property had already been transferred to third parties in good faith within the framework of the development of the Project and those that had been the subject of transferred regulatory contributions. The appraisal, which will value only the buildings, will be defined by determining the market value, taking as a reference the provisions of the Peruvian National Appraisal Regulations (or regulation that replaces it), using the comparative or indirect methods, for which it will be possible to commission 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 property delivery will be made simultaneously with the payment of the price.

- c. **PRODUCE** will execute the Guarantee of Faithful Fulfillment of the Investment Contract. The execution of said Guarantee of Faithful Fulfillment is carried out automatically with the sole communication by **PRODUCE** to the financial institution in charge of issuing it.

15.3 Once the termination of this Investment Contract has occurred due to the fault of the **DEVELOPER**, for the reasons provided for in paragraph j) of the Ninth Clause, the procedure established in subsections 5.3 and 5.4 of the Fifth Clause of this **CONTRACT** shall be followed.

CLAUSE 16: NOTARY AND REGISTRATION FEES

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

Please, Mr. Notary Public, add the clauses and inserts of law, sending in due time the respective parts to the Real Estate Registry of Lima for its due inscription.

PRODUCE

THE DEVELOPER

Annex No. 1: Investments and Services

Availability of infrastructure and services in the Ancon Industrial Park

Pursuant to the provisions of the investment contract, **THE DEVELOPER** assumes the obligation towards **PRODUCE** to execute the necessary investments to enable the infrastructure and services of the Ancon Industrial Park, described in this annex, within the periods, terms and conditions indicated, based on the Conceptual Master Plan of the PIA.

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

The development of services and infrastructure is considered by investment periods; years 1 – 6, years 7 – 12, years 13 – 17 and years 18 to 22. 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 infrastructure for the PIA, under the terms and conditions defined below.

Table 1 – Investment in project infrastructure

Infrastructure	General specifications
Land for industrial use	A minimum amount of land must be developed for industrial use (developed land or buildings such as warehouses and industrial warehouses). The DEVELOPER must enable at least 75,00 ha for industrial use during years 1 to 6 from the signing of the Contract, and 412,50 ha at the end of year 22.
Business Park	A Business Park must be developed with at least 8,15 ¹ Ha, of which 4,08 Ha must be disposed of in the period from years 7 to 12; and 4,08 Ha in the period from 18 to 22 years counted from the signing of the Contract.
Industrial trade/ Technology park	The industrial commerce area includes an area destined for the implementation of commercial establishments, for the sale of products and services. For its part, the Technology Park is an area intended to promote innovation and the creation of products or services that generate high-added value and to train the workforce required by the companies installed in the PIA. For this infrastructure, at least 28,61 Ha is contemplated. The DEVELOPER 's responsibility culminates with the arrangement of the accesses to the land and the urban development of the land for these uses, at the latest, at the end of the 17th year from the signing of the Contract. On the other hand, THE DEVELOPER undertakes to develop urban development and the implementation of basic services, in an area of 5,000 square meters (0,50 hectares) within the area destined for the Technology Park of the PROJECT , which will be delivered in perpetual possession to PRODUCE for the development of its functions as an entity promoting the development of the industry in Peru.
Truck center	Land development and construction of Truck center with minimal equipment. At least 6,25 Ha must be developed by year 12; and an additional 9,55 Ha for the year 22 from the signing of the Contract.

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 all the contributions required such as SERPAR 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 plans and specific parameters included in the Conceptual Master Plan of PIA, when planning the development of this infrastructure.

This development will be verified by **PRODUCE** according to the infrastructure and services schedule, taking into account the following distribution proposal by investment periods of the project.

Table 2– Minimum requirements for the implementation of Infrastructure

Investment periods (Years)	Investments	Minimum (accumulated industrial land*)
1 to 6	<ul style="list-style-type: none"> - First road access - Internal roads corresponding to developed land - Perimeter fence - Basic services for the developed land 	75,00 ha
7 to 12	<ul style="list-style-type: none"> - Truck center Stage 1 (6,25ha) - Internal roads corresponding to developed land - Basic services for the developed land - Business park Stage 1 (4.08 ha) 	85,33 ha
13 to 17	<ul style="list-style-type: none"> - Internal roads corresponding to developed land - Basic services for the developed land - Technology park/industrial trade (28,61 ha) 	113,94 ha
18 to 22	<ul style="list-style-type: none"> - Truck center Stage 2 (9,55 ha) - Internal roads corresponding to developed land - Basic services for the developed land - Business park Stage 2 (4,08 ha) 	412,50 ha

** General industrial land area plus that corresponding to truck centers are included, business parks and technology parks. Data in cumulative terms since the beginning of its implementation. This is a minimum requirement; the successful bidder will propose its own programming subject to these thresholds that allow the minimum objective to be reached by year 22.*

Chapter 2: Water Supply

PRODUCE will verify that **THE DEVELOPER** demonstrates the operation of the infrastructure and/or procedures necessary to supply the maximum hourly flow of drinking water and industrial use that **THE DEVELOPER** has estimated and projected for each investment period in years 6, 12, 17 and 22. counted from the signing of the Contract.

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

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

industrial and administrative workers per day. The **DEVELOPER** is free to define the m2 developed between years 7 and 22, so the reference flows are set for years 7 and 22, for which there is a target for developed surfaces.

Table 3 – Estimation of water supply by workers

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

Table 4 – Average daily flow (time slot of a typical day)^{1/}

Investment periods (Years)	Average drinking water (m ³ /day)	Average industrial (m ³ /day)	Estimate of occupied land at the end of the period (ha) ^{2/}
1 – 7	7.838	7.208	190,1
18 - 22	25.201	20.084	508,5

1/ Reference estimates according to the Conceptual Master Plan, which could vary according to the development of the project.

2/ Includes estimate of land reserved for regulatory contributions according to the Conceptual Master Plan.

Table 5 – Maximum flow per hour^{1/}

(time slot of a day with the maximum probability of demand for instantaneous water)

Investment periods (Years)	Drinking water maximum hours (litres/second)	Industrial maximum hours (litres/second)	Estimate of occupied land at the end of the period (Ha)
Years 1 – 7	163	150	190,1
Years 18 - 22	525	418	508,5

1/ Reference estimates according to the Conceptual Master Plan, which could vary according to the development of the project.

2/ Includes estimate of land reserved for regulatory contributions according to the Conceptual Master Plan.

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

In addition, **the DEVELOPER** must obtain a Water Use License, which grants the right to use the water resource for a specific purpose and place, against the payment of a remuneration to be made before the National Water Authority or, those that correspond in accordance with the Applicable Laws and Provisions, for the legally permitted alternative that was chosen by the Developer to supply the water flows required for the Project.

The Water Use License authorizes its owner to carry out directly or in co-participation, 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, from year 3 counted from the signing of the Contract:

The industrial water discharges that are collected must comply with the maximum allowable 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 following is a non-limiting list of the main parameters defined by the aforementioned regulations for the discharge of industrial water into the sanitary sewerage system, which must be reached through treatment within the corresponding industrial developments.

Table 6 – Main parameters for the discharge of industrial water into the sanitary sewerage system

Influent limits		
Parameter	Limit	Unit
pH	44.080	
DBO	500	mg/lt
DQO	1.000	mg/lt
Suspended solids	500	mg/lt
Oils and fats	100	mg/lt
Temperature	<35°	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 7 – Maximum Permissible Limits (LMP) for discharge from the WWTP (reference)

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

The capacity of the WWTP will depend on the flows demanded and produced, for which a facility for the treatment of an average flow of 36.000 m³/day is taken as a reference. This installation may be developed in a total of 3 stages, each of them foreseeably with the same capacity.

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

In addition, the DEVELOPER must manage a **Wastewater Use Permit** that grants the power to use a certain amount of variable water for its treatment and subsequent reuse, which would enable its owner to carry out works for collection, conduction, use; as well as those that were 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 electrical energy with a minimum power that allows the attention of its end users that **THE DEVELOPER** has estimated and projected for the investment period at the most in years 6, 12, 17 and 22 from the signing of the Contract.

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

TABLE 8 - Estimated power to be supplied by the substation for each use

Denomination	(PBT)* (kW)	(PCT)** (kVA)	(PLMT)*** (kVA)	(PBS)**** (kVA)
Tractor Company	11,781	6,539	5,558	5,280
Other Companies (secondary)	139,3	77,312	65,715	62,429
Technology Park and Business Park	21,44	11,899	10,114	9,609
Commercial	3,276	1,818	1,545	1,468
Contributions Public Services	266	148	126	119
Electrical Substation	1,286	714	607	576
WWTP	1,8	999	849	807
Industrial Water Reservoir	333	185	157	149
Desalination plant (if applicable)	9	4,995	4,246	4,033
Roads	3,726	2,068	1,758	1,67
Truck Center	249	138	117	112
TOTAL	192,457	106,814	90,792	86,252

Source: Conceptual Master Plan of PIA

* PBT – Low Voltage Power.

** PCT – Power in Transformation Centers.

*** PLMT – Simultaneous power in medium voltage lines.

**** PBS – Power in substation bars.

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

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

Chapter 5: Public Lighting

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

The **DEVELOPER** will be responsible for developing the lighting infrastructure network for 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 plans included in the Conceptual Master Plan of the PIA. 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 national technical regulations in force will apply, depending on the final distribution pressure range, in accordance with the demand of the industries located in the industrial estate, there are two possible alternatives:

- Alternative 1: Distribution range with a maximum operating pressure of 5 bar (MOP ≤ 5 bar). The network will consist of polyethylene pipes.
- Alternative 2: Distribution range with a maximum operating pressure of 10 bar (MOP ≤ 10 bar). The network will consist of carbon steel pipes

In both cases, for private customers who demand large occasional consumption and/or higher pressure ranges, supply must be guaranteed by means of an independent line from the transmission 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 PIA lots, and the lands destined for other uses, either directly or through third parties, as described in this chapter. This may use, as a reference, the plans included in the Conceptual Master Plan of the PIA. 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 telecommunications network in the PIA, which is mainly due to two needs of a different nature:

- PIA internal network: Services of the park necessary for the management of infrastructure, among which are the following:
 - Electrical substations.
 - Repeater stations.
 - Control systems.
- Network for Operators: It allows companies located in the park to contract telephony and broadband services. A sufficient reserve of trunking 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 operator needs, according to the infrastructure and services schedule.

7.2 Security Services

The Ancon Industrial Park must be completely fenced off. A closed circuit television system will be installed, access controls to the Park and to the complementary services building, and checkpoints to supervise all of this. **The DEVELOPER** shall provide at least the following:

- Perimeter protection 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: Integrated Municipal Solid Waste (MSW) Management

The **DEVELOPER** must implement the integral management of solid waste in accordance with the Applicable Laws and Provisions and, as a minimum, the following infrastructure, equipment and measures for the management of waste during the construction and operation of the Park:

1. **Waste collection center in the Industrial Park (Clean Point):** The clean point will be in charge of collecting each type of waste (non-hazardous), especially the majority that will be organic, plastic and metal, cardboard and glass, and those from the non-reusable industrial activity so that an external company can take care of its correct management.
2. **Temporary storage of hazardous waste in each industry:** The separated hazardous waste will be stored by each of the producing companies until it is evacuated by an EPS-RS authorized by DIGESA, which is why they will allocate an appropriately conditioned area within their plots of land for this purpose. Storage must comply with applicable legislation and technical standards.
3. **Waste contribution areas for selective collection:** Container areas where different types of non-industrial municipal waste are deposited. The service of container collection routes should be provided or outsourced, depending on the degree of fullness of the containers and adapted to the typology of the companies.
4. **Correct Waste Management:** If the Clean Point stores Hazardous Waste, the responsible company must obtain the corresponding authorization as Hazardous Waste Manager. If only Non-Hazardous Waste is stored, it must have a manager who controls its handling and storage.

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

Chapter 9: Efficient Urban and Freight Mobility

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

Table 9 – Characteristics of road networks

Type	Road Section (m)
Arterial / Local 1 st level	45
Collector / Local 2 nd and 3 rd level	35
Local / Local 2 nd and 3 rd level	18

Source: Conceptual Master Plan of PIA

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

Likewise, among the 4 possible road accesses considered in the Conceptual Master Plan of the PIA, 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 year 3 while the second access is contemplated for year 7 of the PIA. These accesses must be paved, and have at least a road width of 50 m each. In the event that the Ministry of Transport and Communications (MTC) or any other public entity

develops any road access or road connections that fulfil the functionality of any of the accesses foreseen by **THE DEVELOPER**, the obligation of the **DEVELOPER** to execute such road access shall cease to apply. For this purpose, the **DEVELOPER** must communicate to **PRODUCE** the justification of the infrastructure that solves the connectivity of the Park, its characteristics and the comparison with the requirements of the infrastructure that is replaced.

Chapter 10: Schedule of Verification of Infrastructure and Services.

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

PRODUCE will verify the development of Infrastructure and Services, the development of basic services and internal roads corresponding to the total number of areas to be enabled for each investment period, as well as the development of the first and second road access according to the following schedule.

Table 10 - Schedule of verification of infrastructure and services

Infrastructure and Services / Investment periods (years)	1 - 6	7-12	13-17	18-22
- Land for industrial use (ha)	X			X
- Internal roads corresponding to the developed land	X	X	X	X
- Perimeter fence	X			
- Basic services for the developed land ^{1/}	X	X	X	X
- Road access 1	X			
- Road access 2				X
- Truck center(ha)		X		X
- Business park (ha)		X		X
- Technology park / Industrial trade(ha)			X	

1/ Supply and sanitation of water, electricity, public lighting, natural gas, telecommunications, security and waste management.

PRODUCE may designate a technical team to visit the PIA Land for each year provided for in the verification schedule. The team may inspect and review the infrastructure of equipment and services arranged by **THE DEVELOPER**, preparing a report where it is evaluated, for each case, if **THE DEVELOPER** is able to meet the parameters in the following checklist:

Table 11 - Check list

Infrastructure / Service	Characteristic	Check
Land for industrial use (ha)	Hectares of land with clear delimitations regarding the common space of the Park. The plots of land must be bordered by paved and illuminated roads, according to the plan previously presented by the investor for each investment period.	
	Each hectare of industrial land must have access points, or immediate access capacity, to basic services (energy supply, water supply and evacuation, natural gas)	
Truck center(ha)	Hectares of land with clear delimitations regarding the common space of the Park. The land must be bordered by paved and illuminated roads, according to the plan previously presented by the investor for each investment period.	

Infrastructure / Service	Characteristic	Check
	The truck center must have access points, or immediate access capacity, to basic services (energy supply, water supply and evacuation, natural gas).	
Business park (ha)	Hectares of land with clear delimitations regarding the common space of the Park. The land must be bordered by paved and illuminated roads, according to the plan previously presented by the investor for each investment period.	
	At least two-thirds of the hectares defined for each investment period of the Business Park must have concrete-based buildings.	
	The buildings must have access points, or immediate access capacity, to basic services (energy supply, water supply and evacuation, natural gas).	
Technology Park / Industrial Trade	Hectares of land with clear delimitations regarding the common space of the Park. The land must be bordered by paved and illuminated roads, according to the plan previously presented by the investor for each investment period.	
	The Technology Park / Industrial Trade Area must have access points, or immediate access capacity, to basic services (energy supply, water supply and evacuation, natural gas).	
Water supply	Development of an industrial water reservoir, to supply all plots of the Industrial Park.	
	The outgoing water flow from the reservoir must comply with the daily supply parameters defined in Table No. 1 of Annex No. 1 Investment Contract.	
Wastewater Sanitation	Development of a Wastewater Treatment Plant, which collects wastewater from all plots of land in the Industrial Park.	
	The treatment capacity must be available so that the discharge of industrial water into the sanitary sewerage meets the defined parameters. They shall 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.	
Electric power	At least two substation electrical substations, with Low Voltage Power characteristics as defined in Chapter 4 of this service annex.	
Natural gas	Availability of service with maximum operating pressure according to the recommendations of Chapter 6 of this annex.	
Telecommunications and Security	Availability of Perimeter Band	
	Availability of Closed Circuit Television (CCTV)	
	Availability of Anti-Intrusion Systems	
	Presence of Access Control Posts	
Waste management	Development of a Waste Collection Center (Clean Point)	
	Existence of a protocol for the management of hazardous waste	
Internal roads	Development of a 45-meter wide road. They must have at least 2 paved carriageways for vehicular flow in each direction, with a total width of 7,2 meters between the two carriageways, using as a reference what is proposed in the Conceptual Master Plan of the PIA.	
	Development of a 35-meter wide road. They must have at least 2 paved carriageways for vehicular flow in each direction, with a total width of 7,2 meters between the two carriageways, using as a reference what is proposed in the Conceptual Master Plan of the PIA.	

Infrastructure / Service	Characteristic	Check
	Development of an 18-meter-wide road. They must have at least 1 paved carriageway for vehicular flow of 3,6 meters wide, per direction, using as a reference what is proposed in the Conceptual Master Plan of the PIA.	
First road access	Paved with a road width of at least 50 meters	
Second road access	Paved with a road width of at least 50 meters	
Public lighting	On the 45-meter internal road, 9-meter high double-arm lamp posts and 60 W luminaires, spaced every 20 meters on the two side platforms and the central platform, using as a reference what is proposed in the Conceptual Master Plan of the PIA.	
	On the 35-meter internal road, 9-meter-high light poles with 60 W luminaires, spaced every 20 meters on the two side platforms and the central platform, using as a reference what is proposed in the Conceptual Master Plan of the PIA.	
	On the 18-meter internal road, 6-meter-high light poles with 60 W luminaires, spaced every 15 meters on the two side platforms, using as a reference what is proposed in the Conceptual Master Plan of the PIA.	

Annex 2 - Penalties

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