

-----NUMBER NINE (9)-----

-----PURCHASE AND SALE-----

---In the Municipality of San Juan, Commonwealth of Puerto Rico, this seventeenth (17th) day of February, two thousand twenty-one (2021). -----

-----BEFORE ME-----

---YESENIA MALDONADO FRED, Attorney-at-Law and Notary Public in and for the Commonwealth of Puerto Rico, with residence in San Juan, Puerto Rico, and an office located in Hato Rey, San Juan, Puerto Rico. -----

-----APPEAR-----

---AS PARTY OF THE FIRST PART: MYCOGEN SEEDS-PUERTO RICO CORPORATION, a Delaware corporation authorized to do business in Puerto Rico ("Seller"), represented herein by its authorized representative, JAIME SANCHEZ, of legal age, married, executive, and resident of Ponce, Puerto Rico, duly authorized to represent Seller in this act pursuant to a "Special Power of Attorney and Delegation of Authority" executed in the State of Indiana, United States of America, on February, tenth (10), two thousand twenty-one (2021), protocolized by the Notary subscribing herein pursuant to Deed Number 8 of acknowledgment (*acta*) of protocolization executed on February twelfth (12th), two thousand twenty-one (2021), duly notified for registration with the Registry of Powers of Attorney of the Office of the Inspector of Notaries of Puerto Rico. I, the Notary, certify that I have examined such Power of Attorney and found it in compliance with applicable formalities



required by law and granting sufficient authority for this act; and -----
---AS PARTY OF THE SECOND PART: AGRIART, LLC, a Puerto Rico limited liability company, represented herein by its Manager and authorized representative, MANUEL PÉREZ DÍAZ, of legal age, married, veterinarian and resident of Vega Alta, Puerto Rico (hereinafter referred to as "Purchaser"), duly authorized to represent Purchaser in this act pursuant to certain Unanimous Written Consent of the Members of Purchaser executed on February seventeenth (17th), two thousand twenty-one (2021) under affidavit number 1264 before Notary Public María Luisa Fuster Zalduondo, which document I have examined and found in compliance with applicable formalities required by law and granting sufficient authority for this act. -----

---I, the Notary, do hereby certify that I have identified the representatives of the appearing parties herein by their respective Driver's licenses issued by the Commonwealth of Puerto Rico, and through their statements, I also certify as to their legal age, civil status, profession and place of residence. They assure me that they have, and in my judgment, they do have, the necessary legal capacity to execute this instrument, and therefore they freely and of their own will and accord; -----

-----STATE-----

---FIRST: Title. Seller represents and warrants that it is the owner in fee simple (*pleno dominio*) of the following twelve (12) parcels of land



located in the Municipalities of Salinas and Guayama, Puerto Rico, described in the Spanish language as follows: -----

-----A. Parcel 1. -----

"RÚSTICA: Predio de terreno de topografía semillana y forma irregular, identificada como Parcela Uno (1), radicada en el Barrio Aguirre del término Municipal de Salinas, Puerto Rico, con un área de CIENTO SETENTA PUNTO CINCO SEIS NUEVE (170.569) CUERDAS, equivalentes a seiscientos setenta mil cuatrocientos tres punto seis mil quinientos catorce (670,403.6514) metros cuadrados. En lindes por el NORTE, con canal de riego (AEE) Patillas; por el SUR, con Carretera Estatal PR número tres (PR #3) y con terrenos de Ángel L. Méndez González, Héctor Roque Velázquez y Juan Cintron de Armas; por el ESTE, con la Parcela Dos (2) formada por la agrupación de las parcelas AE-1, AE-2, AE-3 y AE-4; y por el OESTE, con terrenos de Eco-Desarrollo Ambiental Inc., Juan Cintrón de Armas, Miguel A. Díaz Cruz, Nicolás Ortiz Amoroz, Joaquín Díaz Cruz y Juan de Dios Ortiz Amoroz." -----

-----The above property (the "Parcel 1") is recorded in the Registry of Puerto Rico, Section of Guayama (the "Registry"), at folio 225 of volume 300 of Salinas, property number 13,503. The property tax lot (cadaster) number for Parcel 1 is 418-000-009-11-000. -----

-----The Seller acquired the Parcel 1 pursuant to Deed Number 3 executed on October thirty-first (31st), two thousand twelve (2012) before notary Luis Morales Steinmann, recorded in the Registry under the first inscription of property number 13,503 of Salinas. -----

-----B. Parcel 2. -----

"RÚSTICA: Barrio Aguirre del término Municipal de Salinas, Puerto Rico. Solar Dos (2). Cabida: cuatrocientos ochenta y cinco mil ciento uno punto dos mil ciento noventa y uno (485,101.2191) metros cuadrados. En lindes por el NORTE, con canal de riego (AEE) Patillas; por el SUR, con Carretera Estatal PR-3; por el ESTE, con la Parcela Tres (3) formada por la agrupación de las parcelas FS-1, FS-2, FS-4, FS-5, FS-6, FS-7, FS-8, FS-9 y FS-Remanente y con terrenos de Desarrollos MCP, Inc.;



y por el OESTE, con la Parcela Uno (1) formada por la agrupación de las parcelas AO-1, AO-2, AO-3, AO-4, AO-5 y AO-6, con cabida equivalente a ciento veintitrés punto cuatro dos tres (123.423) cuerdas." -----

-----The above property (the "Parcel 2") is recorded in the Registry at Karibe volume of Salinas, under property number 13,887. The property tax lot (cadaster) number for the Parcel 2 is 418-000-009-12-000. -----

-----The Seller acquired the Parcel 2 pursuant to Deed Number 4 executed on October thirty-first (31st), two thousand twelve (2012) before notary Luis Morales Steinmann, recorded in the Registry under the first inscription of property number 13,887 of Salinas. -----

-----C. Parcel 3. -----

"RÚSTICA: Predio de terreno de topografía semillana y forma irregular, identificada como Parcela Tres (3), radicada en el Barrio Jobos del Municipio de Guayama, Puerto Rico, con un área de DOSCIENTOS SETENTA Y UNO PUNTO UNO CINCO SEIS (271.156) CUERDAS, equivalentes a un millón sesenta y dos mil setecientos dieciséis punto ocho mil setecientos sesenta y ocho (1,062,716.8768) metros cuadrados. En lindes por el NORTE, con canal de riego (AEE) Patillas; por el SUR, con terrenos de Desarrollos MCP Inc.; por el ESTE, con la Parcela Cuatro (4) formada por la agrupación de las parcelas BL-8, BL-9, BL-15, BL-16, BL-17 y BL-18 y con terrenos de Margarita M. Benito Minondo; y por el OESTE, con la Parcela Dos (2) formada por la agrupación de las parcelas AE-1, AE-2, AE-3 y AE-4." -----

-----The above property (the "Parcel 3") is recorded in the Registry at folio 209 of volume 496 of Guayama, property number 20,072. The property tax lot (cadaster) number for the Parcel 3 is 418-000-009-13-000. -----

-----The Seller acquired the Parcel 3 pursuant to Deed Number 5 executed on October thirty-first (31st), two thousand twelve (2012) before notary



Luis Morales Steinmann, recorded in the Registry under the first inscription of property number 20,072 of Guayama. -----

-----D. Parcel 4. -----

"RÚSTICA: Predio de terreno de topografía semillana y forma irregular, identificada como Parcela Cuatro (4), radicada en el Barrio Jobos del Municipio de Guayama, Puerto Rico, con un área de CIENTO CINCUENTA Y SEIS (156) CUERDAS, equivalentes a seiscientos trece mil ciento cuarenta y uno punto siete mil ciento setenta y ocho (613,141.7178) metros cuadrados. En lindes por el NORTE, con canal de riego (AEE) Patillas; por el SUR, con terrenos de Margarita M. Benito Minondo, Alma B. Benito Minondo y Nereida Benito Minondo; por el ESTE, con la Parcela Seis (6) formada por la agrupación de las parcelas BL-19, BL-20, BL-21, BL-22, BL-23, BL-24, BL-25, BL-Remanente; y por el OESTE, con la Parcela Tres (3) formada por la agrupación de las parcelas FS-1, FS-2, FS-3, FS-4, FS-5, FS-6, FS-7, FS-8, FS-9 y FS-Remanente." -----

-----The above property (the "Parcel 4") is recorded in the Registry at folio 66 of volume 499 of Guayama, property number 20,193. The property tax lot (cadaster) number for the Parcel 4 is 418-000-010-43-000. -----

-----The Seller acquired the Parcel 4 pursuant to Deed Number 6 executed on October thirty-first (31st), two thousand twelve (2012) before notary Luis Morales Steinmann, recorded in the Registry at folio 66 of volume 499 of Guayama, property number 20,193, first inscription. -----

-----E. Parcel 5. -----

"RÚSTICA: Barrio Jobos del Municipio de Guayama, Puerto Rico. Solar: Cinco (5). Cabida: setecientos noventa y siete mil cuatrocientos veintisiete punto tres mil quinientos veintiséis (797,427.3526) metros cuadrados. En lindes por el NORTE, con la Parcela Seis (6) formada por la agrupación de las parcelas BL-10, BL-11, BL-12, BL-13 y BL-14 y con la Comunidad Villa Las Parcelas Nuevas; por el SUR, con Carretera Estatal PR-3 y con estación de gasolina; por el ESTE, con la Carretera Estatal PR-713 y con la Comunidad Villa Las Parcelas Nuevas; y por el OESTE, con la Parcela Cuatro (4) formada por la agrupación de las parcelas BL-8, BL-9, BL-15,



BL-16, BL-17 y BL-18, con terrenos de Nereida Benito Minondo y con estación de gasolina. Esta finca tiene una cabida de doscientos dos punto ocho ocho siete tres (202.8873) cuerdas." -----

-----The above property (the "Parcel 5") is recorded in the Registry at Karibe volume of Guayama, under property number 22,703. The property tax lot (cadaster) number for the Parcel 5 is 419-000-006-29-000. -----

-----The Seller acquired the Parcel 5 by purchase pursuant to Deed Number 7 executed on October thirty-first (31st), two thousand twelve (2012) before notary Luis Morales Steinmann, recorded in the Registry under the first inscription of property number 22,703 of Guayama. -----

-----F. Parcel 6. -----

"RÚSTICA: Barrio Jobos del Municipio de Guayama, Puerto Rico. Solar: Seis (6). Cabida: CIENTO TREINTA (130) CUERDAS, equivalentes a quinientos diez mil novecientos cincuenta y uno punto cuatro mil trescientos quince (510,951.4315) metros cuadrados. En lindes por el NORTE, con canal de riego (AEE) Patillas y con terrenos de la Autoridad de Energía Eléctrica; por el SUR, con la Parcela Cinco (5) formada por la agrupación de las parcelas BL-19, BL-20, BL-21, BL-22, BL-23, BL-24, BL-25 y BL-Remanente, y con la Comunidad Villa Las Parcelas Nuevas; por el ESTE, con la Carretera Estatal PR-713 y con terrenos de la Autoridad de Energía Eléctrica; y por el OESTE, con la Parcela Cuatro (4) formada por la agrupación de las parcelas BL-8, BL-9, BL-15, BL-16, BL-17 y BL-18. Predio de terreno de topografía semillana y forma irregular."

-----The above property (the "Parcel 6") is recorded in the Registry at Karibe volume of Guayama, under property number 22,753. The property tax lot (cadaster) number for the Parcel 6 is 419-000-006-28-000. -----

-----The Seller acquired the Parcel 6 by purchase pursuant to Deed Number 8 executed on October thirty-first (31st), two thousand twelve (2012) before notary Luis Morales Steinmann, recorded in



the Registry under the first inscription of property number 22,753 of Guayama. -----

-----G. Parcel 7. -----

"RÚSTICA: Barrio Aguirre de Salinas, Puerto Rico. Solar: Siete (7). Cabida: DOSCIENTOS OCHENTA Y CUATRO PUNTO TRES OCHO SIETE TRES (284.3873) CUERDAS. Linderos: NORTE, con el canal de riego (AEE) Guamaní Oeste; por el SUR; con terrenos de Ochoa Poultry Farms, Inc., de Eco-Desarrollo Ambiental, Inc. y con el canal de riego (AEE) Patillas; por el ESTE, con la Parcela Ocho (8) formada por la agrupación de las parcelas BL-1, BL-2, BL-3, BL-4, BL-5, BL-6, BL-7, B2-1, B2-2, B2-3 y B2-Remanente; y por el OESTE, con terrenos de Ochoa Poultry Farms, Inc., de Eco-Desarrollo Ambiental, Inc. y Carretera Estatal PR-706." -----

-----The above property (the "Parcel 7") is recorded in the Registry at Karibe volume of Salinas, under property number 14,014. The property tax lot (cadaster) number for the Parcel 7 is 418-000-003-16-000. -----

-----The Seller acquired the Parcel 7 by purchase pursuant to Deed Number 9 executed on October thirty-first (31st), two thousand twelve (2012) before notary Luis Morales Steinmann, recorded in the Registry under the first inscription of property number 14,014 of Salinas. -----

-----H. Parcel 8. -----

"RÚSTICA: Predio de terreno de topografía semillana y forma irregular, identificada como Parcela Número Ocho (8), radicada en el Barrio Jobos del Municipio de Guayama, Puerto Rico, con un área de DOSCIENTOS NOVENTA Y UNO PUNTO SEIS SIETE SEIS DOS (291.6762) CUERDAS, equivalentes a un millón ciento cuarenta y seis mil cuatrocientos dos punto ocho mil quinientos noventa (1,146,402.8590) metros cuadrados. En lindes por el NORTE, con el canal de riego, (AEE) Guamaní Oeste; por el SUR, con canal de riego (AEE) Patillas; por el ESTE, con terrenos del Legado de Chichi Rodríguez Golf; y por el OESTE, con la Parcela Siete (7) formada por la agrupación de las parcelas AO-7, AO-8, AO-9, AO-10, AO-11, AO-12, AO-Remanente y AE-5." -----

-----The above property (the "Parcel 8") is recorded in the Registry at folio 25 of volume 499



of Guayama, property number 20,183. The property tax lot (cadaster) number for the Parcel 8 is 418-000-005-07-000. -----

---The Seller acquired the Parcel 8 by purchase pursuant to Deed Number 10 executed on October thirty-first (31st), two thousand twelve (2012) before notary Luis Morales Steinmann, recorded in the Registry at folio 25 of volume 499 of Guayama, property number 20,183, first inscription. -----

-----I. Parcel Florida. -----

"RÚSTICA: Finca denominada "Florida" ubicada en el barrio Jobos del término municipal de Guayama, Puerto Rico con un área de ochenta y cuatro punto siete cuatro siete ocho (84.7478) cuerdas, equivalentes a treinta y tres (33) Hectáreas, treinta (30) áreas, noventa y dos (92) centiáreas y treinta y siete (37) miliáreas; en lindes por el NORTE, con terrenos de Jorge González Rodríguez; por el SUR, con la carretera estatal PR-3; por el ESTE, con terrenos de Barilac Products Inc y terrenos de la Sucesión Benito; y por el OESTE, con terrenos de la finca Amoros." -----

-----The above property (the "Parcel Florida") is recorded in the Registry at folio 292 of volume 354 of Guayama, property number 12,054. The property tax lot (cadaster) number for Parcel Florida is 418-000-009-06-901. -----

-----The Seller acquired Parcel Florida by purchase pursuant to Deed Number 17 executed on December ten (10), two thousand fourteen (2014) before notary José Jiménez del Valle, recorded in the Registry under the eighth inscription of property number 12,054 of Guayama. -----

-----J. Parcel Benito A. -----

"RÚSTICA: Finca ubicada en el Barrio Jobos del Municipio de Guayama, Puerto Rico, con un área de CUARENTA Y TRES CUERDAS CON QUINIENTAS SETENTA Y NUEVE DIEZMILÉSIMAS (43.0579 cdas.), equivalentes a ciento sesenta y nueve mil doscientos treinta y cuatro metros cuadrados con cuatro mil



cuatrocientos setenta y seis diezmilímetros (169,234.4476 m.c.), en lindes: por el Norte, en doscientos treinta y un metros ochocientos milímetros (231.800 m.), con finca propiedad de Don Cándido Alonso; por el Sur, en doscientos treinta y seis metros sesenta y ocho milímetros (236.068 m.) con la Carretera Estatal Número Tres (3); por el Este, en setecientos cincuenta y un metros cuatrocientos cincuenta milímetros (751.450 m.) con el lote C-2 a adjudicarse a Doña Alma Belén Benito Minondo; y por el Oeste, en setecientos ocho metros setecientos cincuenta y cuatro milímetros (708.754 m.) con la finca propiedad de Hacienda Florida Incorporada." -----

-----The above property ("Parcel Benito A") is recorded in the Registry at folio 172 of volume 360 of Guayama, property number 12,287. The property tax lot (cadaster) number for Parcel Benito A is 418-000-010-01-901. -----

---The Seller acquired Parcel Benito A by purchase pursuant to Deed Number 18 executed on December nineteen (19), two thousand fourteen (2014) before notary José Jiménez del Valle, recorded in the Registry under the second inscription of property number 12,287 of Guayama. -----

-----K. Parcel Benito B. -----

"RÚSTICA: Finca ubicada en el Barrio Jobos del municipio de Guayama, Puerto Rico, con un área de cuarenta y tres cuerdas con quinientas ochenta y nueve diezmilésimas de cuerda (43.0589 cdas.), equivalentes a CIENTO SESENTA Y NUEVE MIL DOSCIENTOS TREINTA Y OCHO METROS CUADRADOS CON DOS MIL CINCO DIEZMILÉSIMAS DE METRO CUADRADO (169,238.2005 m.c.), y en lindes: por el NORTE, en doscientos diecinueve punto tres tres cero metros (219.330 m.), con finca propiedad de don Cándido Alonso; por el SUR, en doscientos veintitrés punto tres cinco ocho metros (223.358 m.) con la carretera Estatal Número Tres (3); por el ESTE, en setecientos noventa y uno punto ocho cuatro seis metros (791.846 m.), con el lote C-3 a adjudicarse a doña Nereida Benito Minondo; y por el OESTE, en setecientos cincuenta y uno punto cuatro cinco cero metros (751.450 m.), con el lote C-1 a adjudicarse a doña Margarita Benito Minondo." -----

-----The above property ("Parcel Benito B") is recorded in the Registry at folio 178 of volume 360



of Guayama, property number 12,288. The property tax lot (cadaster) number for Parcel Benito B is 418-000-010-04-000. -----

-----The Seller acquired Parcel Benito B by purchase pursuant to Deed Number 35 executed on November seventeen (17), two thousand fifteen (2015) before notary Rubén Gerardo Fernández Agramonte, recorded in the Registry under the fourth inscription of property number 12,288 of Guayama. -----

-----L. Parcel Benito C. -----

"RÚSTICA: Finca ubicada en el Barrio Jobos del Municipio de Guayama, Puerto Rico, con un área de cuarenta y tres cuerdas con quinientas ochenta y nueve diezmilésimas de cuerda (43.0589 cdas.), equivalentes a CIENTO SESENTA Y NUEVE MIL DOSCIENTOS TREINTA Y OCHO METROS CUADRADOS CON MIL SETECIENTAS OCHENTA Y CINCO DIEZMILÉSIMAS DE METRO CUADRADO (169,238.1785 m.c.), en lindes: por el Norte, en doscientos dieciséis metros con novecientas cincuenta y dos milésimas de metro (216.952 m.), con finca propiedad de Don Cándido Alonso; por el Sur, en dos alineaciones de ciento sesenta y dos metros con quinientas veintiuna milésimas de metro (162.521 m.) y cuarenta y ocho metros con cuatrocientas cuarenta y ocho milésimas de metro (48.448 m.) con la Carretera Estatal Número 3; por el Este, en setecientos ochenta y cinco metros con quinientas ochenta y cinco milésimas de metro (785.585 m.) con finca propiedad de Manuel Cantino Jordán; y por el Oeste, en setecientos noventa y un metros con ochocientas cuarenta y seis milésimas de metro (791.846 m.) con el lote C-2 a adjudicarse a Doña Alma Belén Benito Minondo. -----

-----The above property ("Parcel Benito C") is recorded in the Registry at folio 184 of volume 360 of Guayama, property number 12,289. The property tax lot (cadaster) number for the Parcel Benito C is 418-000-010-05-000. -----

-----The Seller acquired Parcel Benito C by purchase pursuant to Deed Number 19 executed on December nineteen (19), two thousand fourteen



(2014) before notary José Jiménez del Valle, recorded in the Registry under the second inscription of property number 12,289 of Guayama. -
----Parcel 1, Parcel 2, Parcel 3, Parcel 4, Parcel 5, Parcel 6, Parcel 7, Parcel 8, Parcel Florida, Parcel Benito A, Parcel Benito B and Parcel Benito C may be collectively referred herein to as the "Property". -----

---SECOND: Liens and Encumbrances. The Property is subject to the following liens and encumbrances: --

-----A. Parcel 1. -----

-----One. By its origin, Parcel 1 is subject to: --

----- (i) Easement in favor of the Puerto Rico Water Resources Authority, now the Puerto Rico Electric Power Authority. -----

----- (ii) Easement in favor of the Commonwealth of Puerto Rico. -----

----- (iii) Right of way easement. -----

-----Two. By itself, Parcel 1 is free and clear of liens and encumbrances. -----

-----B. Parcel 2. -----

-----One. By its origin, Parcel 2 is subject to: --

----- (i) Easement in favor of the Puerto Rico Water Resources Authority, now the Puerto Rico Electric Power Authority. -----

----- (ii) Easement in favor of the Commonwealth of Puerto Rico. -----

-----Two. By itself, Parcel 2 is subject to a conservation easement in perpetuity pursuant to Deed Number 11 executed on July two (2), two thousand fifteen (2015) before Notary José Jiménez del Valle, recorded in the Registry under the



second inscription of property number 13,887 of Salinas. -----

-----C. Parcel 3. -----

-----One. By its origin, Parcel 3 is subject to: --

----- (i) Easement in favor of the Puerto Rico Water Resources Authority, now the Puerto Rico Electric Power Authority. -----

----- (ii) Easement in favor of the Commonwealth of Puerto Rico. -----

-----Two. By itself, Parcel 3 is free and clear of liens and encumbrances. -----

-----D. Parcel 4. -----

-----One. By its origin, Parcel 4 is subject to Easement in favor of the Commonwealth of Puerto Rico. -----

-----Two. By itself, Parcel 4 is free and clear of liens and encumbrances. -----

-----E. Parcel 5. -----

-----One. By its origin, Parcel 5 is subject to Easement in favor of the People of Puerto Rico. ---

-----Two. By itself, Parcel 5 is free and clear of liens and encumbrances. -----

-----F. Parcel 6. -----

-----One. By its origin, Parcel 6 is subject to Easement in favor of the People of Puerto Rico. ---

-----Two. By itself, Parcel 6 is free and clear of liens and encumbrances. -----

-----G. Parcel 7. -----

-----One. By its origin, Parcel 7 is subject to: --

----- (i) Easement in favor of the Puerto Rico Water Resources Authority, now the Puerto Rico Electric Power Authority. -----



----- (ii) Easement in favor of the Commonwealth of Puerto Rico. -----

----- Two. By itself, Parcel 7 is free and clear of liens and encumbrances. -----

----- H. Parcel 8. -----

----- One. By its origin, Parcel 8 is subject to Easement in favor of the Commonwealth of Puerto Rico. -----

----- Two. By itself, Parcel 8 is free and clear of liens and encumbrances. -----

----- I. Parcel Florida. -----

----- One. By its origin, Parcel Florida is subject to Easement in favor of the Commonwealth of Puerto Rico. -----

----- Two. By itself, Parcel Florida is subject to two rights-of-way for pedestrian and vehicular use, as servient tenement, in favor of a segregated lot (property number 12,949 of Guayama), as dominant tenement, that consist of two individual straight accesses of thirteen meters wide in all its extension, each, that run North to South crossing the Parcel Florida until reaching State Road Number Three (3), pursuant to Deed Number 36, executed on September twenty-seven (27), nineteen hundred ninety (1990) before notary Carlos Rivera Estrella, clarified as per Deed Number 4 executed on January fourteen (14), nineteen hundred ninety-one (1991) before Notary Julio Martínez Ortiz, recorded in the Registry at folio 296 overleaf of volume 354 of Guayama, property number 12,054, fifth inscription.

----- J. Parcel Benito A. -----

----- One. By its origin, Parcel Benito A is subject



to an Easement in favor of Cándido Alonso Colón and Gloria Berrios. -----

-----Two. By itself, Parcel Benito A is free and clear of liens and encumbrances. -----

-----K. Parcel Benito B. -----

-----One. By its origin, Parcel Benito B is subject to an Easement in favor of Cándido Alonso Colón and Gloria Berrios. -----

-----Two. By itself, Parcel Benito B is free and clear of liens and encumbrances. -----

-----L. Parcel Benito C. -----

-----One. By its origin, Parcel Benito C is subject to an Easement in favor of Cándido Alonso Colón and Gloria Berrios. -----

-----Two. By itself, Parcel Benito C is free and clear of liens and encumbrances. -----

---THIRD: Sale of the Property. The Seller has agreed with the Purchaser on the sale to the Purchaser of the Property, in accordance with the following terms and conditions: -----

-----One. The Seller hereby transfers and sells to the Purchaser, and the Purchaser hereby purchases and acquires from the Seller all of Seller's title, right and interest in, over and to the Property, in fee simple (*pleno dominio*), together with all its rights, easements, servitudes, improvements and appurtenances without any limitation whatsoever. --

-----Two. The purchase price for the sale of the Property is FIVE MILLION SEVENTY-TWO THOUSAND DOLLARS (\$5,072,000.00), which is paid as follows:

(i) the amount of TWO HUNDRED FIFTY-THREE THOUSAND SIX HUNDRED DOLLARS (\$253,600.00) delivered in



escrow to Title Security Group, Inc. prior to this act, is released on this date in favor of Seller, for which Seller hereby issues a formal receipt; and (ii) the amount of FOUR MILLION EIGHT HUNDRED EIGHTEEN THOUSAND FOUR HUNDRED DOLLARS (\$4,818,400.00) (before closing expenses and prorations) which is paid by the Purchaser to Seller in full in this act, receipt of which Seller acknowledges. The purchase price is allocated between the parcels that comprise the Property as follows: -----

-----The purchase price for Parcel 1 is SIX HUNDRED THIRTY FOUR THOUSAND ONE HUNDRED SEVENTEEN DOLLARS AND NINETY-FIVE CENTS (\$634,117.95);-----

-----The purchase price for Parcel 2 is FOUR HUNDRED FIFTY EIGHT THOUSAND TWO HUNDRED FORTY NINE DOLLARS AND THIRTY CENTS (\$458,249.30);-----

-----The purchase price for Parcel 3 is ONE MILLION SEVEN THOUSAND THREE HUNDRED TWENTY TWO DOLLARS AND SEVENTY-NINE CENTS (\$1,007,322.79);-----

-----The purchase price for Parcel 4 is TWO HUNDRED THIRTY EIGHT THOUSAND ONE HUNDRED FORTY EIGHT DOLLARS AND NINE CENTS (\$238,148.09);-----

-----The purchase price for Parcel 5 is FIVE HUNDRED FIFTY SEVEN THOUSAND NINE HUNDRED TWENTY DOLLARS (\$557,920.00);-----

-----The purchase price for Parcel 6 is TWO HUNDRED SIXTY FIVE THOUSAND THREE HUNDRED NINETY FIVE DOLLARS AND THIRTY-FIVE CENTS (\$265,395.35);-----

-----The purchase price for Parcel 7 is ONE MILLION FIFTY SIX THOUSAND EIGHT HUNDRED SIXTY THREE DOLLARS AND TWENTY-SIX CENTS (\$1,056,863.26);-----



-----The purchase price for Parcel 8 is TWO HUNDRED SIXTY SIX THOUSAND FIVE HUNDRED SEVENTY FOUR DOLLARS AND EIGHTY-EIGHT CENTS (\$266,574.88);-----

-----The purchase price for Parcel Florida is TWO HUNDRED THIRTY THREE THOUSAND FIVE HUNDRED FORTY SEVEN DOLLARS AND NINETY-ONE CENTS (\$233,547.91);--

-----The purchase price for Parcel Benito A is ONE HUNDRED SEVENTEEN THOUSAND NINE HUNDRED FFITY THREE DOLLARS AND FORTY-NINE CENTS (\$117,953.49);-----

-----The purchase price for Parcel Benito B is ONE HUNDRED SEVENTEEN THOUSAND NINE HUNDRED FFITY THREE DOLLARS AND FORTY-NINE CENTS (\$117,953.49);-----

-----The purchase price for Parcel Benito C is ONE HUNDRED SEVENTEEN THOUSAND NINE HUNDRED FFITY THREE DOLLARS AND FORTY-NINE CENTS (\$117,953.49);-----

-----With respect to the purchase price allocated between the parcels that comprise the Property, the parties state and note that although the allocated prices are lower than the prices paid by Seller when it acquired the parcels that comprise the Property: (i) the purchase price is appropriate, it reflects the true market value of the parcels that comprise the Property at this time and, it is the best price that Seller was able to obtain to sell the parcels that comprise the Property at this time given the situation in the market; and (ii) that the parties are not related in any way, are independent parties and there was no intention to make a donation or gift. -----

-----Three. This Deed is executed pursuant to that certain Asset Purchase and Sale Agreement, dated November sixteen (16), two thousand twenty (2020)



(the "Purchase Agreement"). Certain provisions of the Purchase Agreement shall survive the execution of this Deed pursuant to its terms. -----

-----Four. Except for the specific representations made by Seller in the Purchase Agreement, Seller has not made, does not make, and specifically negates and disclaims any other representations, warranties, promises, covenants, agreements, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present, or future, of, as to, concerning, or with respect to (i) the value, nature, quality, or condition of the Property, including, without limitation, the water, soil, and geology, (ii) any income to be derived from the Property, (iii) the suitability of the Property for any and all activities and uses which Purchaser may conduct or hopes to conduct thereon, (iv) the compliance of or by the Property or its operation with any laws, rules, ordinances, or regulations of any applicable governmental authority or body, (v) the description, possession, habitability, merchantability, marketability, profitability, or fitness for a particular purpose of the Property or any part thereof, (vi) the manner or quality of the construction or materials, if any, incorporated into the Property, (vii) the manner, quality, state of repair, or lack of repair of the Property or any portion thereof or any improvements thereto, (viii) the existence, quality, nature, adequacy, or physical condition of any utilities serving the Property, or (ix) any other matter with respect to



the Property, and specifically, that Seller has not made, does not make, and specifically disclaims any representations regarding compliance with any environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements, including, without limitation, the disposal or existence, in or on the Property or any part thereof, of any hazardous materials. -----

-----Five. Purchaser acknowledges having thoroughly inspected the Property to its satisfaction and that the conveyance of the Property is "as is" and "with all faults." Purchaser further acknowledges that Seller has no obligation to alter, repair, or improve the Property or any portion thereof or any improvements thereto, and that no warranty has arisen through trade, custom, or course of dealing with Seller. In furtherance of the foregoing, Purchaser hereby knowingly and expressly waives the statutory warranty against latent and hidden defects imposed by Articles 1261 and 1267 et seq. of the Civil Code of Puerto Rico upon sellers of property with respect to the sale effected hereby.

-----Six. Seller hereby accepts and assumes the warranty (*saneamiento*) against eviction set forth by the Puerto Rico Civil Code. -----

-----Seven: All real estate taxes, including all assessments made against the Property corresponding to the period up to and including the date of the execution of this Deed shall be for the account of the Seller, and thereafter all such real estate taxes and assessments shall be for the account of the Purchaser. -----



-----FOURTH: Costs and Expenses. Seller shall bear the cost of all internal revenue and legal assistance stamps required to be cancelled on the original of this Deed and the notarial fee thereof. Purchaser shall bear the cost of all internal revenue and legal assistance stamps required to be cancelled on the first certified copy of this Deed and the cost of recording said certified copy in the Registry. -----

---FIFTH: Right to Possession. This Deed shall entitle the Purchaser to enter into possession of the Property without any additional formality or request. -----

---SIXTH: Successors and Assigns. All of the terms, conditions and provisions of this Deed shall apply to and be binding upon the successors and assigns of the appearing parties and all the persons claiming under or through them. -----

---SEVENTH: Additional Documentation. The parties hereto agree to execute and deliver any additional instruments and documents which may be necessary to record the Property in the name of the Purchaser in the Registry, free and clear of all liens and encumbrances, except for the easements encumbering some of the parcels that comprise the Property, as mentioned in paragraph SECOND hereof. -----

-----EIGHTH: Request to the Registrar. The Honorable Registrar of the Property is respectfully requested to record the transfer of title to the Property in fee simple ("pleno dominio") in the name of the Purchaser. -----

-----ACCEPTANCE-----

---The appearing parties accept this Deed as



drafted because it has been drawn up in accordance with their stipulations. I, the Notary, made to the appearing parties the necessary legal warnings concerning the execution of this Deed and they were fully advised by me thereon, specifically I advised them: -----

----- (a) The meaning and legal effects of the acts consummated pursuant to this Deed, having asked them whether they had any further questions and allowing them ample time and opportunity to understand and comprehend the meaning and legal nature and effects of their acts; -----

----- (b) That this deed was drafted in accordance with title abstracts of the parcels that comprise the Property dated February five (5), two thousand twenty-one (2021), prepared by title investigator Linnette Rios Semidey, an independent third party, and not by the authorizing Notary, which abstracts the parties, to the best of their respective knowledge, believe correctly reflect the status of the title of the Property and the liens and encumbrances to which it is subject to. -----

----- (c) That the title abstracts do not constitute title insurance, may contain errors or omissions and, in any case, only reflect the information contained in the books of the Registry as of the date of their preparation; thus such information may have changed as of the date hereof and any liens or encumbrances affecting title to the Property that may be filed for recording prior to the filing of this Deed may be legally binding and could take precedence over this Deed. -----



----- (d) Of the convenience to file for recordation this Deed in the Registry as soon as possible, the failure of which will cause this Deed to have no effect against third parties. -----

----- (e) That the best way to obtain assurance of the information contained in the title abstracts is obtaining title insurance, which the Purchaser, after being advised thereon, has denied to purchase. -----

----- (f) Of the existence of the statutory lien to guarantee payment of the property taxes owed and of the required diligence of obtaining certifications from the Municipal Revenue Collection Center (hereinafter referred to as "CRIM") and the Department of the Treasury on the account balance for property taxes and the special tax on the Property, all of which the parties have done; -----

----- (g) Of the importance of notifying the change of ownership to the CRIM and the consequences of imposed retroactive charges for taxes assessed due to exemptions or exonerations improperly granted, which could then be constituted as liens upon the Property; -----

----- (h) The responsibility of the Seller in connection with the obligations (warranties) imposed by the Civil Code to a seller of real property, and the effects of Purchaser having waived the warranty against hidden and latent defects; -----

----- (i) That if the Property is in a flood prone area, all its present or future owners or occupants are required by law to observe and comply with the



requirements and provisions of the Floodable Zones Regulation, under advisement that failure to comply with such regulation is an unlawful act, pursuant to the provisions of Section three (3) of Act Number Eleven (11) of March eight (8), nineteen hundred eighty-eight (1988), on flood prone zones, title twenty-three (23) of Puerto Rico Statutes, Annotated, section two hundred twenty five (225) (g), of which the Purchaser acknowledges being duly warned, and of which the Purchaser is bound to comply in the event they are applicable; and -----

----- (j) Of the obligation of informing the Treasury Department of the transfer of the real property object of this Deed. The parties provided the necessary information for the electronic preparation and filing of the *Planilla Informativa sobre Segregación, Agrupación o Traslado de Bienes Inmuebles* (the "Informative Return"). I advised the appearing parties that such Informative Return will be completed based on the information provided by the parties, who assure me and certify that such information is correct. -----

---The representatives of the appearing parties herein acknowledge that they understand the language in which this Deed has been drafted and accept the contents of the same and such legal effects and such legal warnings. -----

---The appearing parties waive the right which I advised them they had to have witnesses to the execution of this deed. -----

---After having read the contents of this Deed, as stated in all preceding paragraphs, the appearing



parties fully ratified and confirmed the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions, whereupon the appearing parties signed this Deed before me, the Notary, and affixed their initials on each and every page of this Deed. -----

---To all of which, as well as to everything contained or related in this deed, I, the Notary, CERTIFY AND GIVE FAITH. -----

---Signed: JAIME SANCHEZ in representation of MYCOGEN SEEDS-PUERTO RICO CORPORATION; MANUEL PÉREZ DÍAZ in representation of AGRIART, LLC -----

---Signed, sealed, marked and flourished: YESENIA MALDONADO FRED. -----

---The corresponding Internal Revenue, Legal Aid Society and notarial stamps have been cancelled on the original. -----

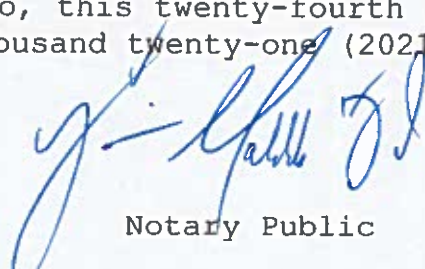
---The initials of the appearing parties have been affixed on each folio of the original. -----

---I, the Notary, certify that the foregoing is a true and exact copy of the deed number NINE (9), the original of which forms part of my protocol of public instruments for the year two thousand twenty-one (2021), which contains twenty-three (23) folios. -----

---No Internal Revenue stamps are cancelled on this certified copy because the purchaser, AGRIART, LLC, as bonafide farmer, is exempt from cancelling such stamps under Section 2085.01 of Act No. 60 of July 1, 2019, as amended, known as the "Puerto Rico Incentives Code," as stated and clarified by virtue of deed number TEN (10) of Acknowledgment of Correction (*Acta de Subsanación*) executed on this same date by the authorizing Notary Public.-----

---IN WITNESS WHEREOF, and at the request of Manuel Pérez Díaz, in representation of AGRIART, LLC, I issue the first certified copy of this instrument, in San Juan, Puerto Rico, this twenty-fourth (24th) day of February, two thousand twenty-one (2021). --



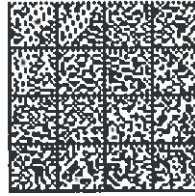

Notary Public



4418-02391793



Sello



5155
03/01/2021
\$1.00

Impuesto Notarial
80047-2021-0301-67217003

Comprobante



Elaine Villanueva Martinez
5101
03/02/2021
\$10.00

Derecho por Servicios Telematicos- Presentacion
80533-2021-0302-71819003

Comprobante



Elaine Villanueva Martinez
5101
03/02/2021
\$10.00

Derecho por Servicios Telematicos- Presentacion
80533-2021-0302-71819003