

## LANDCO SALE AGREEMENT

**This LandCo Sale Agreement (this “Agreement”) dated March 19, 2014, is entered into by and between:**

- A.** Corporación GEO, S.A.B de C.V. (hereinafter the “Company”), represented by its attorneys in fact. For the avoidance of doubt, all references in this Agreement to the “Company” shall be deemed to include the Reorganized Company, as defined below;
- B.** Consolidado de Nuevos Negocios, S.A. de C.V., (hereinafter the “Co-Buyer”, together with the Company, the “Buyers”); and
- C.** The undersigned holders of those certain 8.875% Senior Guaranteed Notes Due September 25, 2014, 9.25% Senior Guaranteed Notes Due June 30, 2020, and/or 8.875% Senior Guaranteed Notes Due March 27, 2022 issued by the Company, which holders are listed in Exhibit “A” hereto (hereinafter the “Bondholders”, and together with the Buyers, the “Parties”).

WHEREAS, on the date hereof, the Company entered into (a) plan support agreements, in the form attached as Exhibit “B” hereto (together with all schedules and annexes thereto, including the Term Sheet, the “Plan Support Agreements”) with each of the Bondholders and certain of the Company’s lenders pursuant to which such parties agreed upon on the general terms and conditions, as set forth in the Plan Support Agreements and the indicative term sheet attached as Annex A thereto (the “Term Sheet”), to carry out the financial restructuring (the “Restructuring”) of certain eligible claims and debt of the Company and certain of its subsidiaries, it being understood that the Restructuring shall be implemented pursuant to a prepackaged plan of restructuring (the “Concurso Mercantil Plan”) which shall conform in all respects with the Term Sheet. Capitalized terms that are used but are not otherwise defined in this Agreement shall have the meanings given to them in the form of Plan Support Agreement attached as Exhibit “B” hereto (including, as applicable, the Term Sheet attached as Annex A thereto) and (b) a letter agreement, in the form attached as Exhibit “C” hereto, among the Bondholders, the Company and each of its direct and indirect subsidiaries and controlled affiliates (collectively, the “GEO Entities”), pursuant to which the GEO Entities are granting exclusivity and certain other rights to the Bondholders in connection with the Bondholders’ consideration of whether to propose a backstop commitment to the Company (the “Exclusivity Agreement”).

WHEREAS, the Liquidity and Factoring Banks own 100% of the beneficiary rights (*derechos fideicomisarios*) in the trust formed pursuant to the Irrevocable Trust Agreement F/1729 dated October 24, 2013 (the “Land Trust Agreement”, and the trust formed thereby, the “Trust”) executed by and between such Liquidity and Factoring Banks and Invox (as defined in the Land Trust Agreement).

WHEREAS, pursuant to the Land Trust Agreement and the liquidity and factoring transactions set forth in Annex A to the Term Sheet, prior to the Filing Date, (a) the

Liquidity and Factoring Banks transferred cash in Mexican pesos and the factoring facility claims (as set forth in Annex A to the Term Sheet) to the Trust, and (b) the Trust purchased certain real property (the “**Trust Land**”) from certain Company’s subsidiaries for a purchase price consisting of such cash and factoring facility claims, in an aggregate amount equal to the book value of such Trust Land.

WHEREAS, pursuant to the Trust Land Purchase Agreement by and among LandCo Estate México, S.A.P.I. de C.V. (“**LandCo**”) and the Liquidity and Factoring Banks, dated as of the date hereof (the “**Trust Land Purchase Agreement**”), LandCo has agreed to purchase from the Liquidity and Factoring Banks, and the Liquidity and Factoring Banks have agreed to sell to LandCo, 100% of the beneficiary rights (*derechos fideicomisarios*) in the Trust, on the terms and subject to the conditions set forth in the Trust Land Purchase Agreement. A copy of the Trust Land Purchase Agreement is attached as Exhibit “D-1” hereto.

WHEREAS, pursuant to the Shareholder Land Purchase Agreement by and among Mr. Luis Orvañanos (“**Mr. Orvañanos**”), the Reorganized Company (as such term is defined therein) and LandCo, dated as of the date hereof (the “**Shareholder Land Purchase Agreement**”), the Reorganized Company, has agreed to purchase from Mr. Orvañanos, and Mr. Orvañanos has agreed to sell to the Reorganized Company 100% of the Land (as such term is defined on the Shareholder Land Purchase Agreement) previously acquired by Mr. Orvañanos from the Company prior to the Filing Date pursuant to the terms and conditions set forth under the “Shareholder Contribution” heading of Annex A to the Term Sheet. A copy of the Shareholder Land Purchase Agreement is attached as Exhibit “D-2” hereto.

WHEREAS, the Bondholders own 100% of LandCo’s equity interests (the “**LandCo Equity Interests**”).

WHEREAS, the Bondholders desire to sell and the Buyers desire to purchase the LandCo Equity Interests, on the terms and subject to the conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing, the Buyers and each of the Bondholders hereby covenant and agree as follows:

## **CLAUSES**

### **FIRST.**      Equity Pledge Agreement; Sale of LandCo Equity Interests.

**1.1.** The Bondholders as pledgors, and the Buyers as pledgees, are entering into that certain Equity Pledge Agreement, dated as of the date hereof (hereinafter, the “**Equity Pledge Agreement**”), pursuant to which the Bondholders are pledging the LandCo Equity Interests in favor of the Buyers, in order to further guarantee and secure the Bondholders’ fulfillment of their obligations to the Buyers under this Agreement<sup>1</sup>.

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<sup>1</sup> Note to Draft: The expectation is that the pledge shall be released at Closing.

**1.2.** On the terms and subject to the conditions set forth in this Agreement, at Closing (as herein below defined) (a) the Bondholders shall assign, sell, transfer and deliver the LandCo Equity Interests to the Buyers free and clear of all liens, claims, charges, options, encumbrances, mortgages, pledges or security interests of any kind (collectively, “**Liens**”) following the Company’s emergence from the *concurso mercantil* proceeding (the “**Reorganized Company**”) and (b) the Buyers shall purchase and acquire the LandCo Equity Interests for themselves from the Bondholders. For the avoidance of doubt, all references in this Agreement to the “Company” shall be deemed to include the Reorganized Company.

**SECOND.** Purchase Price; LandCo Costs.

**2.1** The Parties agree that the purchase price for the LandCo Equity Interests shall be cash in an amount equal to the sum of (i) \$300.00 MexCy (three hundred Pesos 00/100, legal currency in the United Mexican States) *plus* (ii) the LandCo Costs (as defined below) (the “**Purchase Price**”). At the Closing (as defined below), the Buyers shall pay the Purchase Price to the Bondholders, by wire transfer of immediately available funds to the account(s) specified by the Bondholders in a written notice delivered to the Buyers at least three (3) Business Days prior to the Closing. As used herein, “**Business Day**” means any day of the year on which national banking institutions in New York and in Mexico City are open to the public for conducting business and are not required or authorized to close.

**2.2.** The Company shall promptly pay (or reimburse the Backstop Bondholders, to the extent the Backstop Bondholders, in their sole discretion, pay any such costs), to the extent requested from time to time by the Backstop Bondholders, all reasonable and documented out of pocket costs incurred in connection with forming and owning LandCo, entering into this Agreement, entering into the Trust Land Purchase Agreement and the Shareholder Land Purchase Agreement, and consummating the transactions contemplated hereby and thereby (collectively, the “**LandCo Costs**”), and shall reimburse the Bondholders, at the Closing or upon any earlier termination of this Agreement, by wire transfer of immediately available funds, for all LandCo Costs that were paid by the Backstop Bondholders and have not yet been reimbursed by the Company.

**THIRD.** Termination; Alternative Commitment.

**3.1.** This Agreement shall terminate upon the first to occur of (i) June 30, 2015 (ii) the termination of the Trust Land Purchase Agreement in accordance with its terms and (iii) if applicable, the date on which the Company’s *concurso mercantil* proceeding is converted into a liquidation proceeding. Notwithstanding any such termination of this Agreement, clauses 2.2 and 4.1, this clause THIRD, and clauses NINTH through SEVENTEENTH of this Agreement, and all rights and obligations of each of the Parties under such provisions, shall survive any such termination, and no such termination shall relieve any Party of any liability for any breach of this Agreement that occurs prior to such termination.

**3.2.** The Company’s acceptance of any Alternative Commitment (as defined in the Exclusivity Agreement) or any other commitment by any one or more third party investors

(any such investor or investors, as applicable, the “**Alternative Investors**”) to be a sponsor of the Concurso Mercantil Plan or otherwise provide equity funding (other than the New Mexican Equity (as defined in the Exclusivity Agreement) shall be subject to the conditions precedent that (a) such acceptance be in compliance with the terms and conditions of the Exclusivity Agreement, (b) the Company shall pay to the Bondholders cash in an amount equal to the LandCo Costs, by wire transfer of immediately available funds to the account(s) specified by the Bondholders in a written notice delivered to the Company, (c) the Company shall pay to the Bondholders in immediately available funds all amounts payable to the Bondholders under the Exclusivity Agreement, including without limitation all expense reimbursement, indemnification, break-up fee, and liquidated damage obligations payable (or that will become payable with the passage of time or upon the occurrence of any subsequent event) to the Bondholders including as a result of the Company’s acceptance of such commitment and/or consummation of the transactions contemplated thereby and (d) the Company shall cause the Alternative Investors to (i) form a special purpose entity of which 100% of the equity is owned by the Alternative Investors (“Alternative LandCo”), (ii) cause Alternative LandCo to enter into a sale agreement (the “**Alternative LandCo Sale Agreement**”) for the Company’s purchase of 100% of the equity interests of Alternative LandCo from such Alternative Investors, on the same terms and conditions as those set forth in this Agreement, (iii) cause Alternative LandCo, pursuant to a duly executed writing delivered to each of the Bondholders, to expressly (x) accept the assignment to Alternative LandCo, pursuant to the Trust Land Purchase Agreement, of all of LandCo’s rights and obligations under the Trust Land Purchase Agreement, (y) assume all such obligation, and (z) indemnify and hold harmless the Indemnified Parties (as defined below) for all losses, damages, liabilities, payments, awards, judgments, fines, deficiencies, penalties, costs and expenses (including interest, court costs, reasonable and documented attorneys’, accounting, expert and other fees and expenses) related thereto, arising from, incurred in respect of, or otherwise relating to this Agreement, the Trust Land Purchase Agreement, the Shareholder Land Purchase Agreement, any Alternative LandCo Sale Agreement, the Trust, or any of the transactions contemplated by any of the foregoing Agreement and (e) cause Alternative LandCo to expressly assume, pursuant to a duly executed writing delivered promptly to each of the Bondholders, all of LandCo’s obligations as an “Obligor” under that certain Liability Assumption Agreement, dated as of the date hereof, by and among the Bondholders, LandCo and the Company’s non-debtor subsidiaries and controlled affiliates. Upon the satisfaction of all such conditions and the Company’s acceptance of any such commitment, this Agreement shall automatically terminate and the Company shall promptly (and in no event more than 24 hours thereafter) provide notice of such acceptance to each of the parties to the Trust Land Purchase Agreement.

#### **FOURTH. Acknowledgements.**

**4.1.** The Parties hereby acknowledge and agree, for all legal purposes whatsoever, that the execution of this Agreement by them constitutes their express acknowledgement with respect to all acts herein contained.

**4.2.** The Parties hereby acknowledge and agree that, upon the Closing, all of the LandCo Equity Interests owned by the Bondholders will be acquired by the Buyers.

**FIFTH.** Closing; Conditions Precedent.

**5.1.** Closing. The closing of the purchase and sale of the LandCo Equity Interests contemplated by this Agreement (the “**Closing**”) shall take place at 10:00 a.m. local time, at the offices of [the Company], on the date that is two Business Days following the satisfaction (or waiver, in each case, by the Party or Parties that this Agreement expressly provides are entitled to waive such condition) of the conditions precedent set forth in clauses 5.2, 5.3 and 5.4 of this Agreement (other than any such conditions which by their nature are to be satisfied on the Closing Date, but subject to the satisfaction thereof), or at such other date, time and/or place as is mutually agreed in writing by each of the Parties, provided, however, that in no event shall the Closing occur more than 10 days after the satisfaction (or waiver, in each case, by the Party or Parties that this Agreement expressly provides are entitled to waive such condition) of such conditions precedent. The Buyers and the Bondholders shall cause the Closing to occur in accordance with the following mechanics:

- a) On the date of the Closing (the “**Closing Date**”), the Buyers shall deliver to the Bondholders the Purchase Price by wire transfer of immediately available funds to the account(s) specified by the Bondholders in a written notice delivered to the Buyers at least three (3) Business Days prior to the Closing.
- b) On the Closing Date, the Bondholders shall deliver to the Buyers: (i) the stock certificates representing the LandCo Equity Interests, duly endorsed in favor of the Buyers, and (ii) a duly executed secretary’s certificate certifying that LandCo’s transfer to the Buyers of the LandCo Equity Interests has been duly recorded in the stock registry book of LandCo together with a copy of the entry in such stock registry book duly executed by the secretary of LandCo;
- c) Immediately upon (i) confirmation by the Bondholders of their receipt of the Purchase Price, and (ii) confirmation by the Buyers of their receipt of the LandCo Equity Interests, each of Bondholders and the Buyers shall deliver to each other a cross receipt and certificate in the form attached as Exhibit “E” hereto (the “**Cross Receipt**”), and the Closing shall be deemed to have been consummated upon such delivery of the Cross Receipt by each of the Bondholders and the Buyers;
- d) Not later than 4:00 p.m. New York City time one (1) Business Day prior to the Closing, the Company shall deliver to LandCo (a) duly executed original stock certificates representing 100% of the shares of common stock of the Company that are included as the non-cash portion of the “Purchase Price” to be paid by LandCo to the Liquidity and Factoring Banks under the Trust Land Purchase Agreement and (b) by wire transfer of immediately available funds to the account specified by LandCo in a written notice delivered to the Company at least two Business Days prior to the Closing, cash in an amount equal to the sum of (x) the Trust Land Costs plus (y) 100% of the cash portion of the “Purchase Price” to be paid by LandCo to the Liquidity and

Factoring Banks under the Trust Land Purchase Agreement plus (z) 100% of the cash portion of the “Purchase Price” to be paid by LandCo to Mr. Orvañanos under the Shareholder Land Purchase Agreement; and

- e) Buyers and Bondholders hereby covenant and agree to use commercially reasonable efforts to cause the Closing to occur.

**5.2. Conditions Precedent to the Parties’ Obligations.** The obligations of the Parties to consummate the Closing, including without limitation the Buyers’ obligation to purchase the LandCo Equity Interests from the Bondholders, and the Bondholders’ obligation to sell and transfer the LandCo Equity Interests to the Buyers, shall be subject to the satisfaction (or written waiver by the Company and each of the Bondholders) of the following conditions, at or prior to the Closing:

- (a) the full acceptance of the *Concurso Mercantil Plan* or any *Concurso* plan of the Company by a Mexican Federal Judge;
- (b) the Concurso Process End Date (as defined below) shall have occurred;
- (c) each of the conditions precedent to the closing under the Trust Land Purchase Agreement shall have been satisfied (or waived, in each case, by the party or parties that the Trust Land Purchase Agreement expressly provides are entitled to waive such condition), and such closing shall occur simultaneously with the Closing; and
- (d) there shall not be in effect, immediately prior to the Closing, any applicable law or any order by a court of competent jurisdiction restraining, enjoining or otherwise prohibiting or making illegal the consummation of any of the transactions contemplated by this Agreement or the Trust Land Purchase Agreement.

As used herein, “**Concurso Process End Date**” means the date on which the Mexican judge presiding over the Company’s *Concurso* proceeding issues a final and firm order approving the *Concurso Mercantil Plan* or any *Concurso* plan of the Company and providing for the emergence by the Company from its *Concurso* proceeding and the termination of such *Concurso* proceeding.

**5.3. Conditions Precedent to the Bondholders’ Obligations.** The obligations of the Bondholders to consummate the Closing, including without limitation the sale and transfer hereunder of the LandCo Equity Interests to the Company, shall be subject to the satisfaction (or written waiver by the Bondholders) of the following conditions, at or prior to the Closing:

- (a) the representations and warranties made by the Buyers under this Agreement shall be true and correct in all material respects, on and as of the Closing Date, as though made on and as of such date;
- (b) each Buyer shall have fully performed and complied with its agreements, covenants and obligations under this Agreement; and

- (c) each Buyer shall have delivered to each of the Bondholders a certificate, dated the Closing Date and executed by a duly authorized executive officer of each Buyer, to the effect of clauses 5.3(a) and 5.3(b).

**5.4.** Conditions Precedent to the Buyers' Obligations. The obligations of the Buyers with respect to the Closing, including without limitation the purchase hereunder of the LandCo Equity Interests from the Bondholders, shall be subject to the satisfaction (or written waiver by the Company) of the following conditions, at or prior to the Closing:

- (a) the representations and warranties made by the Bondholders under this Agreement shall be true and correct in all material respects on and as of the date of the Closing, as though made on and as of such date;
- (b) each Bondholder shall have fully performed and complied with all agreements, covenants and obligations of such Bondholder under this Agreement; and
- (c) each Bondholder shall have delivered to the Buyers a certificate, dated the Closing Date and executed by a duly authorized executive officer of the such Bondholder, to the effect of clauses 5.4(a) and 5.4(b).

**SIXTH.** Representations and Warranties.

**6.1.** Buyers' Representations and Warranties. Each Buyer hereby represents and warrants to each of the Bondholders that:

(a) The Buyers are [corporation], duly incorporated, validly existing and in good standing under the laws of Mexico, and has the corporate power and authority to execute and deliver this Agreement and perform its obligations hereunder. The execution, delivery and performance of this Agreement have been duly authorized by all necessary action on the part of each Buyer and no other action on the part of either Buyer or its board of managers (or similar governing body) or stockholders is necessary to authorize its execution, delivery or performance of this Agreement. This Agreement has been duly executed and delivered by each Buyer and constitutes the valid and binding obligation of each of the Buyers, enforceable against each of the Buyers in accordance with its terms, except as such enforceability may be limited by the applicable bankruptcy, reorganization, insolvency, fraudulent conveyance, moratorium, receivership or similar laws affecting creditors' rights generally and by general principles of equity (whether considered at law or in equity);

(b) No consent, approval or authorization of or filing with any governmental or regulatory authority or other person or entity is required on the part of the Buyers in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby;

(c) Neither the execution, delivery or performance of this Agreement by the Buyers nor the consummation of the transactions contemplated hereby will (i) conflict with

either Buyer's certificate of incorporation and bylaws as currently in effect, or (ii) result in any breach or violation of or default under, or give rise to or accelerate any rights of any party under (A) any applicable statute, regulation, judgment, order or decree of any governmental or regulatory authority or (B) any material contract, instrument or other agreement to which each Buyer is party or by which each Buyer or any of its assets or properties is bound or subject; and,

(d) There are no actions or proceedings pending or, to the knowledge of the Company, threatened, against the Company that would reasonably be expected to result in the issuance of an order restraining, enjoining or otherwise prohibiting or making illegal the consummation of any of the transactions contemplated by this Agreement.

**6.2. Bondholder Representations and Warranties.** Each of the Bondholders, solely with respect to itself, hereby represents and warrants to the Company that:

(a) LandCo is a "*sociedad anónima promotora de inversion de capital variable*", to be duly organized, validly existing and in good standing pursuant to the Laws of Mexico, and shall have all requisite corporate power and authority to conduct its business as presently conducted.

(b) The Bondholders are the lawful owners of record of all of the LandCo Equity Interests, free and clear of all Liens (other than the Equity Pledge Agreement). The delivery to the Buyers of the LandCo Equity Interests at Closing pursuant to this Agreement will transfer to the Buyers good and valid title to all of the LandCo Equity Interests, free and clear of all Liens.

(c) Such Bondholder's execution, delivery and performance of its obligations under this Agreement have been duly authorized by all necessary corporate, limited liability company or partnership action, as applicable. This Agreement has been duly executed and delivered by such Bondholder and constitutes the valid and binding obligation of such Bondholder, enforceable against such Bondholder in accordance with its terms, except as such enforceability may be limited by the applicable bankruptcy, reorganization, insolvency, fraudulent conveyance, moratorium, receivership or similar laws affecting creditors' rights generally and by general principles of equity (whether considered at law or in equity);

(d) No consent, approval or authorization of or filing with any governmental or regulatory authority or other person or entity is required on the part of such Bondholder in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby;

(e) Neither the execution, delivery or performance of this Agreement by such Bondholder nor the consummation of the transactions contemplated hereby will (i) conflict with such Bondholder's organizational documents as currently in effect, or (ii) result in any breach or violation of or default under, or give rise to or accelerate any rights of any party under (A) any applicable statute, regulation, judgment, order or decree of any governmental or regulatory authority or (B) any material contract, instrument or other agreement to which



such Bondholder is a party or by which it or any of its assets or properties is bound or subject; and

(f) There are no actions or proceedings pending or, to the knowledge of such Bondholder, threatened, against such Bondholder that would reasonably be expected to result in the issuance of an order restraining, enjoining or otherwise prohibiting or making illegal the consummation of any of the transactions contemplated by this Agreement.

**SEVENTH. Records.**

The Parties hereby acknowledge and agree that the pledge of the LandCo Equity Interests pursuant to the Equity Pledge Agreement shall be recorded in the corresponding corporate books kept by LandCo, in accordance with the laws of Mexico.

**EIGHTH** The Bondholders hereby agree to execute the Equity Pledge Agreement and to record such floating lean Equity Pledge Agreement in the corresponding corporate books of LandCo.

**NINTH. Assignment.**

The rights and obligations under this Agreement shall not be assignable by any Party, except that any Bondholder may assign its rights under this Agreement to any person or entity in connection with any sale, assignment or transfer of a proportionate share of such Bondholder's LandCo Equity Interests to such person or entity, subject to [(a) unless the assignee is an affiliate or Related Fund (as defined below) of such Bondholder, the prior written consent of the Company (which consent shall not be unreasonably withheld or delayed) and](b) the assignee's assumption, pursuant to a duly executed writing delivered to the Company, of (i) such Bondholder's obligations under this Agreement with respect to such LandCo Equity Interests; and (b) if applicable, unless the assignee is an affiliate or Related Fund of such Bondholder, a proportionate share of such Bondholder's obligations under any Firm Backstop Commitment that has been accepted by the Company. As used herein, "Related Fund" means, with respect to any Bondholder, any fund, account or investment vehicle that is controlled or managed by such Bondholder, by any affiliate of such Bondholder, or such Bondholder's investment manager.

**TENTH. Taxes.**

**10.1. General.** The Reorganized Company shall pay any Taxes related to, arising from, incurred in respect of, or otherwise relating to this Agreement and the transactions contemplated hereby, in accordance with the provisions of applicable law. Each of the Parties shall reasonably cooperate in the calculations and procedures required to pay any applicable Taxes.

**10.2. Tax Indemnity.** The Reorganized Company shall, and shall cause each of its direct and indirect subsidiaries and controlled affiliates to, as joint and several obligors, indemnify and hold harmless LandCo, the Backstop Bondholders, their respective affiliates,

and the Bondholders' and their respective affiliates' directors, officers, limited partners, general partners, members, managers, employees, stockholders, agents, affiliates, equity holders and control persons (collectively, the "**Indemnified Parties**") from any and all Taxes (as defined below) and any and all losses, damages, liabilities, payments, awards, judgments, fines, deficiencies, penalties, costs and expenses (including interest, court costs, reasonable and documented attorneys', accounting, expert and other fees and expenses) related thereto, arising from, incurred in respect of, or otherwise relating to this Agreement, the Trust Land Purchase Agreement, the Shareholder Land Purchase Agreement, any Alternative LandCo Sale Agreement, the Trust, or any of the transactions contemplated by any of the foregoing. As used herein, "**Tax**" means any and all federal, state, local or foreign taxes, charges, fees, imposts, levies or other assessments, including, without limitation, all net income, gross receipts, capital, sales, use, ad valorem, value added, transfer of stocks, transfer of any assets or any other transfer, franchise, profits, inventory, capital stock, license, withholding, payroll, employment, social security, unemployment, excise, severance, stamp, occupation, property and estimated taxes, customs duties, fees, assessments and charges of any kind whatsoever.

**ELEVENTH.**      Notices. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given: (i) when personally delivered; (ii) upon actual receipt (as established by confirmation of receipt or otherwise) during normal business hours, otherwise on the first business day thereafter, if transmitted by facsimile or telecopier with confirmation of receipt; or (iii) when sent by overnight courier; in each case, to the following addresses, or with respect to any Party, to such other addresses as such Party may from time to time specify by written notice given to each of the other Parties in accordance with this clause ELEVENTH:

If to any Bondholder, at the address set forth below such Bondholder's signature block in the signature pages hereto, with a copy to:

Milbank, Tweed, Hadley & McCloy LLP  
1 Chase Manhattan Plaza  
New York, New York 10005  
Attn: Thomas C. Janson and Gerard Uzzi  
Fax: (212) 530-5219

Cervantez Sainz, S.C.  
Attn: Alejandro Sainz Orantes  
Boulevard Manuel Avila Camacho 24, 6th floor  
Lomas de Chapultepec  
Miguel Hidalgo, 11000, Federal District  
Telephone: (52)(55)9178-5047  
Fax: (52)(55)5540-3433  
Email: asainz@cervantessainz.com

If to the Buyers to:

CORPORACIÓN GEO, S.A.B. DE C.V.  
Attn: Saúl Humberto Escarpulli Gómez  
Margaritas 433  
Col. Ex. Hacienda Guadalupe Chimalistac  
C.P. 01050  
México, D.F., México  
Telephone: (52)(55)5480-5065  
Fax: (52)(55)5480-5066  
E-mail: sescarpulli@casasgeo.com

With a copy to:

CLEARY GOTTlieb STEEN & HAMILTON LLP  
Attn: Richard J. Cooper  
One Liberty Plaza  
New York, NY 10006  
Telephone: +1 (212) 225-2276  
Fax: +1 (212) 225-3999  
E-mail: rcooper@cgsh.com

**TWELFTH.** Severability.

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

**THIRTEENTH.** No Novation.

The execution hereof does not constitute a novation, amendment, payment, satisfaction or extinction of any of the parties' obligations under the Plan Support Agreements, and the *Concurso Mercantil Plan*. Except as expressly stated herein, the terms and conditions contained in the Plan Support Agreements and the *Concurso Mercantil Plan* shall remain in full force and effect. Nothing herein shall be construed, expressed or implied, as a novation, modification, reduction or elimination of the Parties' rights and obligations under the Plan Support Agreements, and the *Concurso Mercantil Plan*, which shall survive as originally agreed upon.

**FOURTEENTH.** Headings.

The headings in this Agreement are inserted only for reference and will not be used for interpretation of this Agreement.

**FIFTEENTH.      Governing Law and Jurisdiction.**

This Agreement shall be governed by and construed with the laws of Mexico. [The Parties expressly waive any right they may have, now or in the future, to demand or seek the application of a governing law other than the applicable Laws of Mexico, and expressly agree to submit to the jurisdiction and competence of the competent courts for the Federal District.]

**SIXTEENTH.      Counterparts, Ratification.**

This Agreement may be executed and acknowledged in any number of counterparts and each such counterpart shall be deemed to be an original, all of which when taken together shall constitute one and the same document.

**SEVENTEENTH.      Miscellaneous; Further Assurances.**

**17.1. Agreement Integrity.** This Agreement constitutes a full understanding amongst the parties in relation with all the matters herein, prevailing above and replaces any previous understanding, agreement, contract, whether oral or written, of any nature in relation herein. Independently of the existence of Spanish and English version of this Agreement, in case of any discrepancy between such two versions, the Spanish version will prevail.

**17.2. Amendments.** This Agreement may not be amended without the prior written consent of all of the Parties.

**17.3. Shareholder Land Purchase Agreement.** In the event that the Closing occurs prior to consummation of the closing under the Shareholder Land Purchase Agreement and the Bondholders have exercised and executed a Firm Backstop Commitment, said Backstop Bondholders shall have the right to elect to require the Company, by written notice given to the Company at any time until the date that is 30 days after the Closing, to exercise its “call” right under the Shareholder Land Purchase Agreement (a “**Call Right Exercise Notice**”). In the event that the Company receives a Call Right Exercise Notice, the Company shall promptly exercise its “call” right under the Shareholder Land Purchase Agreement in accordance with the terms thereof, and shall cause the transactions contemplated thereby to be consummated as promptly as practicable.

**17.4. Further Assurances.** Each of the Parties hereto agrees to use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under applicable law to consummate the transactions contemplated by this Agreement. Each of the Parties shall execute and deliver such other documents, certificates, agreements, instruments and other writings and take such other actions as may be reasonably necessary or desirable to consummate the transactions contemplated by this Agreement.

**17.5.** Each Party acknowledges that: (a) Northern Trust (Guernsey) Limited is executing this Agreement solely in its capacity as custodian for Ashmore Emerging Markets Corporate High Yield Fund Limited, and not in any personal capacity and (b) Northern Trust (Guernsey) Limited does not make any representations, warranties or undertakings of any kind in any personal capacity to any Party pursuant to this Agreement and each Party hereby agrees that it shall have no right of recourse to Northern Trust (Guernsey) Limited in any way whatsoever

IN WITNESS WHEREOF, the Parties hereto have themselves executed or caused this Agreement to be executed by their duly authorized representatives as of the date first above written, on March 19, 2014.

**SIGNATURE PAGE** TO THE LANDCO SALE AGREEMENT EXECUTED INTO, BY AND BETWEEN, CORPORACIÓN GEO, S.A.B DE C.V., AND CONSOLIDADO DE NUEVOS NEGOCIOS, S.A. DE C.V., AS BUYERS, AND ASHMORE EMERGING MARKETS CORPORATE HIGH YIELD FUND LIMITED AND LUXOR CAPITAL GROUP, LP, AS SELLERS, THAT SUSCRIBES:

**As seller**

**Northern Trust (Guernsey) Limited as  
custodian and agent for and on behalf of  
ASHMORE EMERGING MARKETS CORPORATE  
HIGH YIELD FUND LIMITED**

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Nombre/Name:  
Cargo/Position:

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Nombre/Name:  
Cargo/Position:

**SIGNATURE PAGE** TO THE LANDCO SALE AGREEMENT EXECUTED INTO, BY AND BETWEEN, CORPORACIÓN GEO, S.A.B DE C.V., AND CONSOLIDADO DE NUEVOS NEGOCIOS, S.A. DE C.V., AS BUYERS, AND ASHMORE EMERGING MARKETS CORPORATE HIGH YIELD FUND LIMITED AND LUXOR CAPITAL GROUP, LP, AS SELLERS, THAT SUSCRIBES:

**As seller**

**LUXOR CAPITAL GROUP, LP**

\_\_\_\_\_  
Nombre/Name:

Cargo/Position:

\_\_\_\_\_  
Nombre/Name:

Cargo/Position:

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**As buyer**

**CORPORACIÓN GEO, S.A.B DE C.V.**

\_\_\_\_\_  
Nombre/Name:

Cargo/Position:

\_\_\_\_\_  
Nombre/Name:

Cargo/Position:



**SIGNATURE PAGE** TO THE LANDCO SALE AGREEMENT EXECUTED INTO, BY AND BETWEEN, CORPORACIÓN GEO, S.A.B DE C.V., AND CONSOLIDADO DE NUEVOS NEGOCIOS, S.A. DE C.V., AS BUYERS, AND ASHMORE EMERGING MARKETS CORPORATE HIGH YIELD FUND LIMITED AND LUXOR CAPITAL GROUP, LP, AS SELLERS, THAT SUSCRIBES:

**As buyer**

**CONSOLIDADO DE NUEVOS NEGOCIOS, S.A. DE C.V.**

\_\_\_\_\_  
Nombre/Name:  
Cargo/Position:

\_\_\_\_\_  
Nombre/Name:  
Cargo/Position:

**EXHIBIT “A”**  
**BONDHOLDERS**

**EXHIBIT “B”**  
**PLAN SUPPORT AGREEMENT**

**EXHIBIT “C”**  
**EXCLUSIVITY AGREEMENT**

**EXHIBIT “D-1”**  
**TRUST LAND PURCHASE AGREEMENT**

**EXHIBIT "D-2"**  
**SHAREHOLDERS LAND PURCHASE AGREEMENT**

**EXHIBIT “E”**

**CROSS RECEIPT**

Reference is made to the LandCo Sale Agreement dated March 19, 2014, executed by and between Corporación GEO, S.A.B de C.V. (“**Company**”), Consolidado de Nuevos Negocios, S.A. de C.V. (“**Co-Buyer**”, and jointly with GEO, the “**Buyers**”), and the Bondholders (as such term is defined in Exhibit “A” of the LandCo Sale Agreement) by means of which the Bondholders sold and transferred to the Buyers, and the Buyers bought and acquired for themselves, subject to the condition precedent, the LandCo Equity Interests (as such term is defined on the LandCo Sale Agreement) which price consisted on (i) \$300.00 MexCy (three hundred pesos 00/100, legal currency on the United Mexican States) plus (ii) the LandCo Costs (as such term is defined on the LandCo Sale Agreement) (“**Purchase Price**”)

Pursuant to the foregoing, (a) the undersigned Bondholders, as sellers, hereby confirm and acknowledge the receipt of the Purchase Price paid by the Buyers as consideration for the LandCo Equity Interests, for all legal purposes; and, (b) the Buyers hereby confirm and acknowledge the receipt of the LandCo Equity Interest, for all legal purposes.

**Luxor Capital Group, LP**

By: \_\_\_\_\_  
Name:  
Position:

**Ashmore Emerging Markets Corporate High Yield Fund Limited**

By: \_\_\_\_\_  
Name:  
Position:

**Corporación GEO, S.A.B. de C.V.**

By: \_\_\_\_\_  
Name:  
Position:

**Consolidado de Nuevos Negocios, S.A. de C.V.**

By: \_\_\_\_\_  
Name:  
Position: