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PUBLIC DEED REGISTER N° 30.286-2014
JRZ

**GENERAL REGULATIONS FOR SUPPLIERS
OF
SERVICES AND SELLERS OF GOODS
TO
MALL PLAZA**

IN SANTIAGO, REPUBLIC OF CHILE, on the **eighth day of September of the year two thousand fourteen**, before me, FELIPE RICARDO SAN MARTIN SCHRÖDER, Attorney at Law, Alternate Notary to the Official Public Notary of the Forty-third Notary Office of Santiago **Mr. JUAN RICARDO SAN MARTÍN URREJOLA**, as stated in the Judicial Decree recorded in this Notary Office, with office at Huérfanos number eight hundred and thirty-five, eighteenth floor, of this city, appear: **Mr. Pablo Cortés de Solminihac**, Chilean, married, commercial engineer, national identity card number eight million five hundred and fifty-two thousand four hundred and fifty-nine dash three and **Mr. Jaime Riesco Cornejo**, Chilean, married, commercial engineer, national identity card number four million nine hundred and seventy-seven thousand one hundred and twenty dash seven, both in representation, to be accredited, of Plaza S. A., and its present and future direct or indirect Chilean subsidiaries, hereinafter all of them jointly referred to as "**Mall Plaza**", and when applicable, each of them referred to as "**Mall Plaza Company**", all domiciled for these purposes in this city, Avenida Américo Vespucio number one thousand seven hundred and thirty seven, eighth and ninth floors, commune of Huechuraba and set forth: In order to establish the common regulations applicable to the contracts for the rendering of services and sale of goods that "**Mall Plaza**" companies may enter into in the future with service providers or sellers of goods, hereinafter also referred to as "Suppliers" or "Supplier", as the case may be, the following General Regulations for Service Providers and Sellers of Goods, hereinafter

referred to as "the General Regulations", which shall govern all contracts for the provision of services or sale of goods entered into by the different Suppliers with any of the companies included in the definition of **Mall Plaza** that currently exist in Chile or that may be established in the future. **FIRST: General background.-One point one.-** In the development of its activities and business, each **Mall Plaza** company needs to contract natural or legal persons for the provision of various services and/or the acquisition of products. Each **Mall Plaza** company recognizes in the Suppliers a collaborator to promote actions that allow to jointly contribute to sustainable development, in a framework that clearly establishes the principles and obligations for both parties, always under strict compliance with the legal and labor regulations in force. The purpose of these General Regulations for Suppliers is to establish transparent, general, objective and previously known terms and conditions that govern the relations of each **Mall Plaza** company with its Suppliers, whether they are suppliers of services or products. This notwithstanding the specific or complementary rules that a **Mall Plaza** company may establish for certain categories of Suppliers, and the specific commercial agreements that, within this general framework, are agreed upon with each Supplier. This instrument is public, so that all Suppliers have easy access to it. For these purposes, each **Mall Plaza** company will deliver a copy of this instrument to each of its Suppliers and will also display it permanently and updated on its website. In addition, a copy of this instrument shall be notarized at the Forty-third Notary Office of Santiago; the same shall be done with each of its amendments. The present document is based on credibility and respect, both principles by which the recognition of the dignity of people and companies is sought, both in the normative and general field, as well as in the practical and daily field. For each **Mall Plaza** company, it is important to treat each Supplier, its executives and personnel with respect and appropriateness, and expects reciprocal behavior from them.

Likewise, for each **Mall Plaza** company it is essential that the relationship with its Suppliers be governed by principles of respect for free competition, good faith and loyalty. Each **Mall Plaza** company understands the relevant mission and importance of small and medium-sized companies

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for society and the national economy. Therefore, it seeks to develop activities within its social responsibility policy, which tend to encourage and promote them. Relations between a **Mall Plaza** company and its Suppliers must be agreed and executed with strict adherence to the principles of business ethics, good faith, reciprocal loyalty and cooperation, being essential the commitment that both parties assume, and must constantly assume, not to incur in behaviors that may be classified as unfair or bad practices in the industry. The conclusion of contracts and agreements with Suppliers and commercial relations, in general, with them, will always be governed by the principle of impartiality and, therefore, without favoritism or artificial or illegitimate discriminatory advantages. The commercial decisions of each **Mall Plaza** company will be based on the merit of the bids received, considering the quality of the goods and services offered, their price, the timeliness of supplies and deliveries, the sustainability policies and practices of the respective Supplier and other conditions that are usually taken into account when accepting a bid or assigning a bid, and shall not be influenced by favors, gifts, invitations, loans or services of any nature made by any person or organization that does business with a **Mall Plaza** company or is a competitor of it. On the other hand, and in accordance with the provisions of Clause Tenth of this instrument, all Suppliers of a **Mall Plaza** company are obliged to respect due confidentiality, proper to business, in an open market and healthy competition framework. Therefore, it will not disclose, under any form, the negotiations, conditions, prices, strategic and marketing plans, documentation, information, material, or data of the agreements and special or particular commitments subscribed between its Company and a **Mall Plaza** company. Reciprocally, the respective company **Mall Plaza** commits, in the same way, to keep in reserve the agreements, negotiations and conditions agreed with the Suppliers. **One point two.** None of the regulations in this document or in the contracts entered into with the Suppliers may be interpreted in the sense that any **Mall Plaza** company and the respective Suppliers are partners, joint venturers or that they are in any way associated or have a joint venture or in the sense that the rights or obligations of one correspond to the other, unless expressly stipulated to the contrary.

One point three.- Each time a Supplier is going to render services or sell goods to a **Mall Plaza** Company, it shall execute a contract to that effect, which shall include the particular conditions of the respective operation, hereinafter referred to as the "Contract" or "Contracts", as the case may be, in which these General Regulations and their modifications, if any, shall be understood to be incorporated.

One point four.- If any of the regulations set forth in this instrument and its amendments, if any, should contradict or conflict with any of the stipulations agreed upon in the respective Contract, the latter shall prevail.

One point five.- In case of breach by the Supplier of any of the rules contained in this instrument, the provisions of Clause Twelve of this instrument shall apply. For these purposes **Mall Plaza** distinguishes between minor, serious and very serious faults, which will entail sanctions, ranging from a written warning and annotation in the Supplier's record, to the forced fulfillment of the obligations of the contract or its termination, both with compensation for damages. **SECOND: Conditions of contracting.**

Two point one: As a general rule, the rendering of services and sale of goods shall be governed by the Contracts entered into between a **Mall Plaza** company and its Suppliers.

Two point two.- Suppliers may not assign or transfer, in any way, the Contract entered into or the rights arising therefrom, without prior written authorization from the respective **Mall Plaza** company. Likewise, it is expressly forbidden for the Suppliers to constitute in guarantee the credits arising in their favor from the respective Contract, without prior written authorization from the company Mall Plaza. Exceptions to this rule are factoring and other cases in which the law prohibits restricting the free circulation of credits.

Two point three.- According to the conditions established in each Contract, the Suppliers may subcontract all or part of the services committed in it. In this case, the subcontractor shall comply with the subcontract in the same manner in which the respective Supplier must comply with the Contract that gives rise to the subcontract, and shall be subject to the provisions of Clause Four of this instrument. The Suppliers that have subcontracted all or part of the services to be rendered shall always be responsible before **Mall Plaza** for the fulfillment of each and every one of the obligations arising from the Contract, as if they had not subcontracted.

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Notwithstanding the above is without prejudice to the controls that **Mall Plaza** company deems necessary to carry out to the activity or to the subcontractor's dependent personnel regarding the adequate compliance of the subcontract and the applicable legal and labor regulations. Likewise, the Suppliers that subcontract shall be liable for the acts of the subcontracted natural or legal person and its dependents, as if they were their own. It is hereby stated for the record that the relations of Mall Plaza companies with their Suppliers do not represent, nor will they represent, in any case, the existence of an employment relationship, or a subordinate or dependent relationship of any kind that could result in an employment relationship between Mall Plaza and its Suppliers and/or their employees. **Two point four.** For an adequate management of its operations, each **Mall Plaza** company has a Suppliers Registry, therefore, prior to any contracting, the Supplier must be duly registered in said registry, having delivered to Mall Plaza the background information required for these purposes. The background of each Supplier shall be kept updated for no more than eighteen months. **Two point five.-** In order to safeguard and adequately comply with the commitments between **Mall Plaza** and its Suppliers, it is a fundamental requirement that prior to the delivery of goods or services by a Supplier, these are duly identified in a Contract or purchase order, as appropriate in each case. Likewise, in order for Mall Plaza to receive the corresponding invoice, it will be an essential requirement that the respective Purchase Order and HES (Service Entry Sheet) be attached, according to **Mall Plaza's** current procedures. **Two point six.-** Each **Mall Plaza** company agrees to pay for the services and products in the times agreed with its Suppliers, which shall be indicated in the respective Contracts or Purchase Orders. These payments will be made preferably through electronic transfer to the Supplier's previously defined bank account, according to the current procedures of each **Mall Plaza** company. **Two point seven.-** In accordance with current regulations, and in order to facilitate and streamline processes and contribute to a lower environmental impact, each **Mall Plaza** company will favor and privilege the implementation and use of electronic invoicing with its Suppliers.

THIRD: Criminal Liability - Three point one - The Suppliers declare that they are obliged to strictly comply with the rules of Law number twenty thousand three hundred ninety-three on criminal liability of legal entities for the crimes referred to in said law, and that they shall inform the respective **Mall Plaza** company immediately when they are notified that an investigation is being conducted in their respect by the competent jurisdictional bodies or that their representatives are summoned in accordance with the provisions of article twenty-two of said Law. Likewise, the Suppliers shall provide timely cooperation and meet the requirements of the Prevention Officer appointed by **Mall Plaza** and comply with the provisions of the Crime Prevention Manual of the latter, especially when the Suppliers or their subcontractors or any of the employees or dependents of one or the other perform activities or provide services in the context of which the risk of committing the crimes indicated above is generated or increased. In this sense, the Supplier undertakes to deliver all the information that **Mall Plaza** may require in the framework of the investigations it may carry out. **Three point two.**- The Suppliers shall strictly comply with the provisions of number three point one above, during the entire period that they maintain commercial relations with a **Mall Plaza** company, and shall also be obliged not to incur or develop, in any case, through any of its owners, directors, administrators, representatives, agents or dependents in general, any type of activity or conduct that could affect the compliance of such rules by the Supplier or by any **Mall Plaza** company. **Three point three.**- No **Mall Plaza** company allows in any case, and expressly prohibits its Suppliers, to make in its name or for its benefit, or in the name or benefit of the **Mall Plaza** company, any kind of benefit or undue payment to officials of the Government Administration, of any type of public or municipal institution, as well as to pay tips or other type of gifts in money, in goods or in intangible benefits, other than the legally established prices or rates. **Three point four.**- The Supplier that subcontracts the services to be rendered to a **Mall Plaza** company shall be responsible and shall demand that the natural or legal person with whom it subcontracts complies with the provisions indicated in the previous numbers of this Clause. **FOURTH: Obligations derived from the labor subcontracting framework - Four point one.**

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Each Supplier must strictly comply with the following obligations: a/ Deliver monthly to the respective **Mall Plaza** company the Certificates of Compliance with Labor and Social Security Obligations F-thirty and F-thirty-one, issued by the respective Labor Inspection Office, or failing that, a Certificate evidencing compliance with these obligations, issued by the agencies legally authorized to do so, in accordance with the provisions of Article 183 letter C of the Labor Code, regarding the workers assigned to provide the services under a Contract. The aforementioned certificates must be submitted at least before the last working day of each month, and must refer to the immediately preceding month. b/ Deliver monthly to **Mall Plaza** a copy of the severance payments signed in accordance with the law, of the workers who, having been assigned to provide services to said company under a Contract, have terminated their labor relationship with the respective Supplier and/or with the eventual subcontractor, respectively. If a worker withdraws without signing a severance payment, this must be reported by the Supplier within five days following the date on which he/she stopped rendering services, indicating the total amount of services rendered, social security and other benefits owed to him/her by the Supplier. **Four point two.**- In the event that a Supplier does not deliver to **Mall Plaza** the certificates indicated in letter a/ of the previous number or the settlements indicated in letter b/ of the same number or does not accredit compliance with the obligations established in the latter, **Mall Plaza** may withhold any payment to be made to the Supplier until said documentation is exhibited and/or delivered and the obligations owed to the respective worker are duly complied with. The same shall apply each time that services, social security or other benefits are owed by a Supplier to a worker assigned to provide services to a **Mall Plaza** company. In any case, each **Mall Plaza** company shall be entitled to pay with the money withheld, all or part of the labor and/or social security obligations to the workers assigned to the services under a Contract, including payments to social security institutions and compensation funds or for taxes or others deriving from the labor relationship maintained with the worker. **Four point three.**- Likewise, each Supplier shall grant in the respective Contract, an irrevocable mandate in the terms of article two hundred and forty-one of the Code of Commerce, which shall remain in force even in the event of death of the Supplier natural person or termination of the company, as the case may be,

whatever the cause for which this occurs, to pay with the money withheld from the Supplier in name and representation, the service, social security and other obligations that are pending with its personnel. **Four point four.**- Likewise, in those cases in which the money withheld from a Supplier is not sufficient to pay for the service and/or social security or other obligations pending payment, the **Mall Plaza** company in question may pay said obligations, in whole or in part, by subrogation in accordance with the provisions of article one hundred eighty-three letter C of the Labor Code or the regulation that may modify or replace it in the future, being able to repeat against the Supplier, for which it may make use of the withholdings and/or guarantees of the respective contract and/or charge it directly. It shall be optional for each **Mall Plaza** company to exercise the aforementioned mandate, for which reason it shall have no liability of any kind with respect to the Suppliers, subcontractors and/or third parties for not exercising it. **Four point five.**- In any way, in the event of non-compliance by a Supplier of its obligation: a. To pay the differences in liquidation, shrinkage, fines, indemnities, compensations. b. To comply with labor, social security and other obligations with the workers assigned to the services rendered to a **Mall Plaza** company; and c. In general, to comply with and pay for the service, social security and other obligations with the workers assigned to the services rendered to a **Mall Plaza** company. In general, to comply with and pay the obligations and debts for which a **Mall Plaza** company is legally responsible, the latter will be empowered to withhold any amount owed by the Supplier for any concept, with the sole merit of the notification of the respective administrative requirement or the corresponding judicial claim, until the complete resolution of the case, by means of a final and enforceable judicial sentence in case there is a judicial procedure, and as long as these obligations are not duly complied with and paid. **Four point six.**- The Supplier that subcontracts the services to be rendered to a **Mall Plaza** company shall be responsible and shall demand that the natural or legal person with whom it subcontracts complies with the provisions indicated in the previous numbers of this Clause. Likewise, the Supplier that subcontracts all or part of the services shall be responsible, before the **Mall Plaza** company in question, for the full and timely compliance by the subcontractor of all its service, social security and other obligations with the workers destined to provide the services to the corresponding **Mall Plaza** company, so that all the provisions contained in the previous numbers of this Clause shall also be applicable to such obligations of a subcontractor, understanding the latter, for all purposes, as obligations of the Supplier that subcontracted it.

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FIFTH - Free competition - Five point one - Full respect for the regulations in force regarding free competition is an essential requirement for the relationship between **Mall Plaza** companies and their suppliers. In this sense, **Mall Plaza** companies govern their operations in accordance with their own commercial criteria and in a unilateral manner, avoiding any type of anti-competitive practice. For this reason, **Mall Plaza** companies do not accept the sending of information regarding their competitors and do not provide information about their suppliers to their competitors. **Five point two.**- In accordance with the above, links will be established with Suppliers who are trustworthy to **Mall Plaza** companies, willing to adhere to their quality standards and to act in accordance with the standards of reliability that govern the actions of **Mall Plaza** companies. **Five point three.**- The conclusion of contracts and commitments with Suppliers shall be completely impartial, without favoritism of any kind, and shall give priority in each case to the commercial and financial interests of **Mall Plaza** companies, always using objective, reasonable and generally applicable criteria. **SIXTH - Standards of conduct - Six point one** - Suppliers shall strictly comply with the following basic principles, which are included in the Political Constitution of the Republic, the Labor Code, the ISO twenty-six thousand and the United Nations Global Pact: a/ Suppliers must support and respect the protection of internationally recognized fundamental human rights within their sphere of influence. Furthermore, they must ensure that they are not complicit in the violation of these rights. b/ Suppliers must support freedom of association and the effective recognition of the right to collective bargaining. c/ Suppliers may not, under any circumstances, hire or promote child labor. All applicable regulations on the subject must be complied with, including, but not limited to, the Official Journal of June twelve, two thousand seven, articles thirteen and following: of the Labor Code and international treaties on the subject, such as the International Convention on the Rights of the Child, the Universal Declaration of Human Rights and the American Declaration of Human Rights. d/ Suppliers must not promote forced or coerced labor in any form. It is also forbidden to use materials derived from forced OR involuntary labor.

For these purposes, special consideration shall be given to the provisions of Convention number one hundred and five on the abolition of forced labor of nineteen hundred and fifty-seven, ratified by Chile, and published in the Official Journal on May twelfth, nineteen hundred and ninety-nine. Forced or coerced labor shall only be admitted when it is the result or for the benefit of social reinsertion programs and/or decreed by a judicial authority. The reason for this must be previously informed by the Suppliers and expressly accepted by the **Mall Plaza** companies. e/ Suppliers must maintain a preventive approach oriented to environmental protection. They must adopt initiatives that promote and encourage greater environmental responsibility and must favor the development and dissemination of environmentally friendly technologies, as well as good practices that allow mitigating and/or compensating the negative impacts, including, by way of example, the provisions of Law number nineteen thousand three hundred on General Bases of the Environment and the Regulation of the Environmental Impact Evaluation System and all the local environmental regulations that govern each of the activities they develop. f/ Suppliers shall fight against corruption in all its forms, including extortion and bribery. g/ Suppliers shall not treat employees unfairly or with a lack of dignity and respect. Corporal punishment, harassment through systematic and continuous actions (mobbing), discrimination, threats of violence or any other form of physical, psychological or sexual abuse or mistreatment shall not be tolerated. h/ Suppliers shall respect cultural, religious, political and other differences. They shall refrain, at all times, from practicing any act that implies, directly or indirectly, discrimination or violation of equal treatment, whether based on race, religion, age, nationality, social or ethnic origin, sexual orientation, political opinion or gender, or any disability. The applicable norms on the matter, including, without limitation, Law number twenty thousand six hundred and nine, published in the Official Journal on July twenty-fourth, two thousand twelve, which establishes measures against discrimination and all the International Treaties in force, especially the Universal Declaration of Human Rights, the American Declaration of Human Rights and the International Convention on the Elimination of all forms of Discrimination against Women, shall be mandatory.

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i/ Suppliers shall provide workers with a safe and healthy working environment that complies with applicable rules and regulations, including, but not limited to, the provisions of article one hundred and fifty-three and following of the Labor Code and Law number sixteen thousand seven hundred and forty-four. Workers must have access to drinking water and sanitary facilities and employers must provide an environment with fresh air. In addition, the entire work environment must have adequate safety, lighting and ventilation facilities. j/ Suppliers shall comply with all labor laws and regulations already mentioned herein, and all other applicable regulations, including regulations related to labor benefits, wages, overtime, and insurance, especially the provisions of Law number sixteen thousand seven hundred and forty-four and amendments and complementary norms. **Mall Plaza** may eventually request from the Suppliers lists of remunerations and fees related to services rendered or to be rendered to **Mall Plaza**, with the purpose of verifying that they comply with the standards required for certain services. k/ Suppliers shall demonstrate ethical behavior at all times. They shall be governed by criteria of honesty, fairness and integrity. They should not only pursue economic benefit, but also try to maximize positive impacts on their social and environmental surroundings, and minimize negative ones. l/ Suppliers shall strictly comply with the principle of legality, in that they must respect and comply with applicable laws and regulations and take the necessary measures to be aware of and comply with the legislation in force, especially in the area of Social Responsibility. **SEVENTH: Cross non-compliance - Seven point one.** In all cases in which a **Mall Plaza** company is empowered to request the early termination of a contract or its termination, as appropriate, it shall be understood that the remaining **Mall Plaza** companies may also request the early termination or termination of the Contracts entered into with the same Supplier or with companies directly or indirectly related to it, whether they are subsidiaries or affiliated companies pursuant to articles 86 and eighty-seven of law eighteen thousand forty-six or related to such Supplier pursuant to the provisions of article one hundred of law eighteen thousand forty-five of law eighteen thousand forty-five.

Seven point two.- In all cases in which a **Mall Plaza** company requests the early termination of a Contract or its termination, it may request, in both cases and jointly with it, compensation for the corresponding damages, with all other rights and actions that the law or the Contract recognize to said **Mall Plaza** company remaining unaffected. **EIGHTH: Auditing.-** **Eight point one.-** Suppliers that are legal entities authorize each **Mall Plaza** company to access economic, financial, banking or commercial records or data banks such as Dicom, Sinacofi, or other similar ones and to request certificates from public institutions, etc. that allow auditing compliance with its obligations, especially those contracted in this instrument and in the Contracts. **Eight point two.-** Likewise, **Mall Plaza** may review work contracts, proof of payment of remuneration, legal holidays, social security and health contributions, attendance records and any other relevant documentation. These powers may be exercised by its own personnel or through third parties, and the Supplier shall be obliged to exhibit the documents that may be required upon request at least five days in advance. **NINTH: Intellectual and Industrial Property** - Suppliers shall comply with all laws and regulations governing intellectual and industrial property, so that they shall guarantee their status as owners of the intellectual or industrial property rights contained in the products and/or services they market, or, failing this, that they have all the necessary authorizations to market such products and/or services and that, therefore, their marketing does not affect the industrial or intellectual property rights and the rights to honor, privacy and self-image of third parties.

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TENTH; Confidentiality - Suppliers shall maintain the strictest reserve and confidentiality of the information of the **Mall Plaza** companies. By information of the **Mall Plaza** companies is understood all relevant information regarding the business of the **Mall Plaza** companies, prices, clients, sales volumes, database, intellectual or industrial property, suppliers, judicial or extrajudicial contingencies, and tax information, among others. During the entire term of the relationship between **Mall Plaza** and the Supplier and indefinitely, once its termination occurs, the Supplier shall maintain strict confidentiality and reserve of any and all confidential information it receives as a result of such relationship. **ELEVENTH: Sworn Declaration.**- The Suppliers shall sign, together with the respective contracts, the Sworn Declaration attached to this instrument. The aforementioned declaration includes, by way of example, the following points: a) That the Suppliers are governed by the regulations of this instrument and by the regulations contained in the Code of Ethics of **Mall Plaza** and which are included in its web site. b) That it supports and respects the protection of internationally recognized fundamental human rights. c) That it supports freedom of association and the effective recognition of the right to collective bargaining. d) That under no circumstances will it hire or promote child labor. e) That it does not promote forced or coerced labor in any form. f) That it promotes and encourages environmental responsibility. g) That it does not accept corruption in any form, including extortion and bribery. h) That it does not and will not treat workers unfairly or with a lack of dignity and respect. i) That it respects cultural, religious, political and other differences of any nature. j) That it promotes and has a safe and healthy environment for its employees. k) That it complies with all applicable labor and social security laws and all other applicable regulations, including regulations related to wages, overtime, and insurance. l) That it does not have shareholders, partners, executives or workers who are related by blood or affinity with officers of Plaza S.A. or its subsidiaries, unless it has been declared to the **Mall Plaza** companies and authorized by its Ethics Committee. Any inaccuracy, omission or failure to update the sworn statement will constitute a serious breach of its obligations. m) That it does not participate in money laundering processes or activities or in the financing of terrorist or criminal groups or individuals. n) That it complies with the current rules regarding free competition. o) That it complies with all laws and regulations governing intellectual and industrial property. p) That it will maintain in strict reserve and confidentiality the information of **Mall Plaza** companies.

TWELFTH: Breaches and penalties - For the purposes of this instrument, the Supplier's breaches are classified into three categories, which will entail their respective penalty: **Twelfth point one.** The following will be considered minor offenses: a/ Not delivering the Purchase Order and HES according to the procedures in force at **Mall Plaza**. b/ Delivering to **Mall Plaza**, after the deadline, the forms F thirty and F thirty-one or the form that proves compliance with labor regulations. c/ Delivering to **Mall Plaza**, after the deadline, copies of the severance payments of its workers. d/ Informing **Mall Plaza**, after the deadline, if a worker withdrew without signing the severance payment. Three minor offenses in a twelve-month period shall constitute a serious offense. **Twelve point two.-** The following shall be considered serious offenses of a Supplier: a/ Not informing **Mall Plaza** of the fact of being investigated or having been summoned for alleged infringement of law twenty thousand three hundred ninety-three. b/ Not collaborating with **Mall Plaza** when being investigated for infringement of law twenty thousand three hundred ninety-three. c/ Not complying with the provisions of law twenty thousand three hundred ninety-three. d/ Not to deliver to **Mall Plaza** the forms F thirty and F thirty-one or form that accredits compliance with labor regulations. e/ Not to deliver to **Mall Plaza** copies of the severance payments of its workers. f/ Not to inform **Mall Plaza** if a worker left without signing his severance payment. g/ Not to send to **Mall Plaza** or not to keep updated the information requested annually according to what is indicated in point Two. Four of Clause Two of this instrument. h/ Failure to pay a subcontractor in a timely manner, if any. i/ Non-compliance with the regulations related to intellectual or industrial property. In any of these cases, for each serious fault, the Supplier will be given a written warning, indicating that it has a period of fifteen calendar days to correct the fault, a situation that will also be noted in its record. Failure to remedy the fault within the period indicated will be considered a very serious offense, which will result in the corresponding sanction. Likewise, three serious offenses within a period of twelve months will constitute a very serious offense, even if they have been corrected.

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Twelve point three. The following will be considered very serious offenses in which a Supplier may incur: a/ Assigning the contract and its rights without authorization from **Mall Plaza**, except for the assignment of invoices stipulated in law nineteen thousand nine hundred and eighty-three, published in the Official Journal on December fifteenth, two thousand and four and other cases in which the law prohibits restricting the free circulation of credits. b/ Failure to request authorization from **Mall Plaza** to guarantee the credits arising in its favor from the respective contract, except for those approved in point a above. c/ Failure to comply with Law twenty thousand three hundred and ninety-three in accordance with Clause Three of this instrument. d/ Failure to comply with the obligation to pay the differences in liquidation, shrinkage, fines, indemnities or compensations, duly accredited. e/ Failure to comply with the labor, social security and other obligations with the workers assigned to the services. f/ Violation of the rules of conduct established in Clause Six of this instrument. g/ Failure to timely and adequately render the contracted services. h/ Lack of timely delivery and of the agreed quality of the goods sold. i/ Lack of truthfulness or failure to comply with what is stated in the affidavit established in Clause Eleven above and which is attached to this instrument. j/ Infringement of the rules related to free competition. k/ Failure to comply with the duty of confidentiality of the information of **Mall Plaza** companies. l/ The Supplier's cessation of payments or bankruptcy. In case the Supplier incurs in any of these faults, **Mall Plaza** may request the forced fulfillment of the obligations or the early termination of the contract, in both cases with compensation for damages. **THIRTEENTH: Communications** - Any communication or notice that must be made in accordance with the provisions of this instrument or in the Contract must be made in writing and signed by a person with sufficient power to represent the Suppliers or the respective **Mall Plaza** company, as appropriate. This communication shall be made by any of the means indicated below and shall be understood to have been made to the addressee on the date indicated below in each case: a/ If the communication is delivered by **Mall Plaza** at the Shopping Center where the specific service is provided, the communication shall be understood to have been made on the same day of delivery, which may be accredited with the signature of reception by the Suppliers, their employee or employee who receives the communication, on the copy of the same that is presented for this purpose;

b/ If the communication is sent by registered mail to the address indicated by the parties in the Contracts or invoices, it shall be deemed to have been made on the third working day counted from the date on which the said communication is placed in any Chilean Post Office; and c/ If the communication is delivered by means of a Notary Public at the address of the party indicated in the Contract or invoice, the communication in question shall be deemed to have been made on the date of delivery. Any change of address shall be notified to the other party within five days following the date on which such change occurs, in any of the ways indicated in this Clause.- **FOURTEENTH: Settlement of Disputes.** Any doubt, question or dispute arising between a **Mall Plaza** Company and a Supplier or subcontractor, in connection with a contract for the provision of services or acquisition of goods, or in relation to its validity, nullity, rescission, resolution, performance or breach, interpretation or termination or any other matter directly or indirectly related to such contract, shall be resolved by a mixed arbitrator, an arbitrator as to the procedure and an arbitrator at law as to the decision. The arbitration shall be subject to the regulations of the Rules of Arbitration and Mediation Center of the Santiago Chamber of Commerce A.G. in force at the date of the request for arbitration. For this purpose, the parties grant a special and irrevocable power of attorney to the Santiago Chamber of Commerce A.G., so that, at the request of any of them, it may appoint the arbitrator from among the members of the arbitration body of the Arbitration and Mediation Center referred to above. No appeal shall be allowed against the Arbitrator's decisions, for which reason the parties expressly waive the right to appeal, except for the right to file a complaint and the right to appeal in cassation. The Arbitrator is expressly empowered to resolve any matter relating to his/ her competence and/or jurisdiction. Each party shall have the right to disqualify up to two of the arbitrators appointed, without stating a reason and within ten working days of being notified of the respective appointment. **FIFTEENTH: Amendments** - Any amendment that **Mall Plaza** companies may make to this instrument shall be made public, and they undertake to disclose them on their website no less than ten calendar days prior to their entry into force. **SIXTEENTH: Deadlines** - All deadlines established in this instrument and in the agreement and its attached documents shall be calendar days, unless expressly established otherwise.

Ricardo San Martin
Public Notary
Notary N° 43
Huérfanos 835 - Floor 18
Santiago

(PUBLIC NOTARY STAMP)

SEVENTEENTH: Capacity.- The capacity of Mr. Pablo Cortés de Solminihac and Mr. Jaime Gastón Riesco Cornejo to act on behalf of Plaza S.A. is evidenced by the public deed dated March nineteenth, two thousand thirteen, executed at the Santiago Notary Office of Mr. Juan Ricardo San Martín Urrejola. As proof and after reading, signed by the parties and the notary public, a copy is given and recorded in the book of records under the number indicated above. I certify.-

(SIGNATURE) (FINGERPRINT)

Pablo Cortés de Solminihac

(SIGNATURE) (FINGERPRINT)

Jaime Gastón Riesco Cornejo

(SIGNATURE)

Felipe Ricardo San Martín Shröder

BEARS TRUE TESTIMONY TO ITS ORIGINAL

Santiago, October 2nd 2014

Juan Ricardo San Martín Urrejola

Public Notary

43rd Notary of Santiago

(STAMP)

(SIGNATURE)

30.286

THIS PAGE IS VOID
SAN MARTIN NOTARY