UNITED CAPITAL
PUESTO DE BOLSA

MIEMBRO DE LA BVRD

Superintendencia del Mercado de Valores RD
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Licenciado
Gabriel Castro González
Superintendente
Superintendencia del Mercado de Valores de la República Dominicana
Ciudad. -

Referencia: Hecho Relevante

Estimado Lic. Castro:

Ante un cordial saludo, en cumplimiento a las disposiciones establecidas en la Norma para los Participantes del Mercado de Valores que establece disposiciones sobre Información Privilegiada, Hechos Relevantes y Manipulación de Mercado adoptada mediante la Segunda Resolución del Consejo Nacional de Valores de fecha veinte (20) de noviembre del año dos mil quince (2015) identificada bajo la numeración R-CNV-2015-33-MV), tenemos a bien informarle en condición de Hecho Relevante:

Único: La suscripción de un Secured Bilateral Credit Agreement con Citibank, N.A., en fecha trece (13) de diciembre del año en curso.

Sin otro particular por el momento, se despide,

Atentamente,

Marta Patricia Betances Marrero
Primer Vicepresidente

UNITED CAPITAL PUESTO DE BOLSA, S.A.
Santo Domingo, D.N.
RNC: 1-30-38912-8
República Dominicana

U.S.$6,500,000.00

SECURED BILATERAL CREDIT AGREEMENT

Dated as of

December 13, 2018

Between

UC UNITED CAPITAL PUESTO DE BOLSA, S.A.

as Borrower

and

CITIBANK, N.A., acting through its international banking facility

as Lender

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CREDIT AGREEMENT

Dated as of December 13, 2018

UC UNITED CAPITAL PUESTO DE BOLSA, S.A., a broker dealer organized and existing under the laws of the Dominican Republic (the "***Borrower***") and Citibank, N.A. ("***Citibank***"), acting through its international banking facility, as Lender (as hereinafter defined), agree as follows:

ARTICLE I

DEFINITIONS AND ACCOUNTING TERMS

SECTION 1.01. Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"***Advance***" means an advance by the Lender to the Borrower pursuant to Article II.

"***Affiliate***" means, as to any Person, any other Person that, directly or indirectly, controls, is controlled by or is under common control with such Person or is a director or officer of such Person. For purposes of this definition, the term "***control***" (including the terms "***controlling***", "***controlled by***" and "***under common control with***") of a Person means the possession, direct or indirect, of the power to vote 5% or more of the Voting Stock of such Person or to direct or cause the direction of the management and policies of such Person, whether through the ownership of Voting Stock, by contract or otherwise.

"***Agreement***" shall mean this Credit Agreement, as modified, supplemented, amended, restated (including any amendment and restatement hereof), extended or renewed from time to time.

"***Agreement Value***" means, for each Hedge Agreement, on any date of determination, an amount determined by the Lender equal to the amount, if any, that would be payable by any Loan Party or any of its Subsidiaries to its counterparty to such Hedge Agreement in accordance with its terms as if (i) such Hedge Agreement was being terminated early on such date of determination, (ii) such Loan Party or such Subsidiary was the sole "***Affected Party***" and (iii) the Lender was the sole party determining such payment amount.

"***Anti-Corruption Laws***" means the U.S. Foreign Corrupt Practices Act of 1977, the U.K. Bribery Act of 2010, and all other Applicable Law concerning or relating to bribery, money laundering or corruption.

"***Applicable Law***" means, with respect to any Person, collectively, all international, foreign, federal, state, provincial and local laws, statutes, treaties, rules, guidelines, regulations, orders, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case applicable to such Person.

"***Applicable Margin***" means 3.40% per annum with respect to an Advance bearing interest at the Eurodollar Rate.

"***Approved Fund***" means any Fund that is administered or managed by (i) the Lender, (ii) an Affiliate of the Lender or (iii) an entity or an Affiliate of an entity that administers or manages the Lender.

"***Assignee***" has the meaning specified in Section 7.06(a).

"***Assignment and Acceptance***" means an assignment and acceptance entered into by the Lender and an assignee of the Lender in substantially the form of Exhibit C hereto.

"***Assignor***" has the meaning specified in Section 7.06(a).

"***Borrowing***" means a borrowing consisting of an Advance made by the Lender.

"***Business Day***" means a day of the year on which banks are not required or authorized by law to close in New York City, if the applicable Business Day relates to an Interest Period or determination of the Eurodollar Rate, on which dealings are carried on in the London, England interbank market.

"***Capitalized Leases***" means all leases that have been or should be, in accordance with SIV IFRS, recorded as capitalized leases.

"***Change in Law***" means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

"***Change of Control***" means the Equity Investors shall cease to own 50.0% of the Voting Stock in the Borrower or shall cease to have the power to exercise, directly or indirectly, a controlling influence over the management or policies of the Borrower.

"***Citigroup***" means Citigroup Inc. and each subsidiary and affiliate thereof (including, without limitation, Citibank, N.A. and each of its branches wherever located);

"***Code***" means the Internal Revenue Code of 1986.

"***Collateral***" means all "Collateral" referred to in the Collateral Documents and all other property that is or is intended to be subject to any Lien in favor of the Lender;

"***Collateral Documents***" means the Security Pledge Agreement (in Spanish, "*Contrato de Constitucion de Garantia Prendaria Sobre Instrumentos de Inversion Financiera*"), each of the collateral documents, instruments and agreements delivered

pursuant to Section 3.01(g), and each other agreement that creates or purports to create a Lien in favor of the Lender.

"***Commitment***" has the meaning specified in Section 2.01.

"***Confidential Information***" means information relating to any Loan Party or any of its Subsidiaries or any of their respective businesses that any Loan Party or any of its Subsidiaries furnishes to the Lender, other than any such information that is or becomes generally available to the public or that is or becomes available to the Lender on a non-confidential basis prior to disclosure by any Loan Party or any of its Subsidiaries; *provided* that, in the case of information received from any Loan Party or any of its Subsidiaries after the date hereof, such information is clearly identified at the time of delivery as confidential.

"***Connection Income Taxes***" means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

"***Consolidated***" refers to the consolidation of accounts in accordance with SIV IFRS.

"***Constituent Documents***" means with respect to any Person (i) if such other Person is a corporation, its *estatutos* or certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to such Person's jurisdiction of organization), (ii) if such other Person is a limited liability company, the certificate of formation or articles of formation or organization and operating agreement, and (iii) if such other Person is a partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable governmental authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such Person.

"***Debt***" of any Person means, without duplication, (a) all indebtedness of such Person for borrowed money, (b) all obligations of such Person for the deferred purchase price of property or services (other than trade payables not overdue by more than 60 days incurred in the ordinary course of such Person's business), (c) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments, (d) all obligations of such Person created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property), (e) all obligations of such Person as lessee under Capitalized Leases, (f) all obligations, contingent or otherwise, of such Person in respect of acceptances, letters of credit or similar extensions of credit, (g) all obligations of such Person in respect of Hedge Agreements, (h) all Debt of others referred to in clauses (a) through (g) above or clause (i) below and other payment obligations (collectively, "***Guaranteed Debt***") guaranteed directly or indirectly in any manner by such Person, or in effect guaranteed directly or indirectly by such Person through an agreement (1) to pay or purchase such Guaranteed Debt or to advance or supply funds for the payment or purchase of such Guaranteed Debt, (2) to purchase, sell or lease (as lessee or lessor) property, or to purchase or sell services, primarily for the purpose of enabling the debtor to make payment of such Guaranteed Debt or to assure the holder of such Guaranteed Debt against loss, (3) to supply funds to or in any other manner invest in the debtor (including any agreement to pay for property or services irrespective of whether such property is received or such services are rendered) or

(4) otherwise to assure a creditor against loss, and (i) all Debt referred to in clauses (a) through (h) above (including Guaranteed Debt) secured by (or for which the holder of such Debt has an existing right, contingent or otherwise, to be secured by) any Lien on property (including, without limitation, accounts and contract rights) owned by such Person, even though such Person has not assumed or become liable for the payment of such Debt.

"***Default***" means any Event of Default or any event that would constitute an Event of Default but for the requirement that notice be given or time elapse or both.

"***EBITDA***" means, for any period, net income (or net loss) plus the sum of (a) interest expense, (b) income tax expense, (c) depreciation expense and (d) amortization expense, in each case determined in accordance with SIV IFRS for such period.

"***Effective Date***" has the meaning specified in Section 3.01.

"***Environmental Action***" means any action, suit, demand, demand letter, claim, notice of non-compliance or violation, notice of liability or potential liability, investigation, proceeding, consent order or consent agreement relating in any way to any Environmental Law, Environmental Permit or Hazardous Materials or arising from alleged injury or threat of injury to health, safety or the environment, including, without limitation, (a) by any governmental or regulatory authority for enforcement, cleanup, removal, response, remedial or other actions or damages and (b) by any governmental or regulatory authority or any third party for damages, contribution, indemnification, cost recovery, compensation or injunctive relief.

"***Environmental Law***" means any federal, state, local, national, regional or foreign statute, law, ordinance, rule, regulation, code, order, judgment, decree or judicial or agency interpretation, policy or guidance relating to pollution or protection of the environment, health, safety or natural resources, including, without limitation, those relating to the use, handling, transportation, treatment, storage, disposal, release or discharge of Hazardous Materials.

"***Environmental Permit***" means any permit, approval, identification number, license or other authorization required under any Environmental Law.

"***Equity Interests***" means, with respect to any Person, shares of capital stock of (or other ownership or profit interests in) such Person, warrants, options or other rights for the purchase or other acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or other acquisition from such Person of such shares (or such other interests), and other ownership or profit interests in such Person (including, without limitation, partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are authorized or otherwise existing on any date of determination.

"***Equity Investor***" means Grupo Rizek, Inc.

"***Eurocurrency Liabilities***" has the meaning assigned to that term in Regulation D.

"***Eurodollar Rate***" means, for any Interest Period for each Eurodollar Rate Advance, an interest rate per annum equal to the rate per annum obtained by dividing

(a) the rate per annum (rounded upward to the nearest whole multiple of 1/16 of 1% per annum) appearing on Reuters Screen LIBOR01 Page (or any successor page) as the London interbank offered rate for deposits in U.S. Dollars at approximately 11:00 A.M. (London time) two Business Days prior to the first day of such Interest Period for a term comparable to such Interest Period or, if for any reason such rate is not available, the average (rounded upward to the nearest whole multiple of 1/16 of 1% per annum, if such average is not such a multiple) of the rate per annum at which deposits in U.S. Dollars are offered by the principal office of each of the Reference Banks in London, England to prime banks in the London interbank market at 11:00 A.M. (London time) two Business Days before the first day of such Interest Period in an amount substantially equal to such Eurodollar Rate Advance to be outstanding during such Interest Period and for a period equal to such Interest Period by (b) a percentage equal to 100% minus the Eurodollar Rate Reserve Percentage for such Interest Period. If the Reuters Screen LIBOR01 Page (or any successor page) is unavailable, the Eurodollar Rate for any Interest Period for each Eurodollar Rate Advance comprising part of the same Borrowing shall be determined by the Lender on the basis of applicable rates furnished to and received by the Lender from the Reference Banks two Business Days before the first day of such Interest Period, subject, however, to the provisions of Section 2.07. Notwithstanding anything herein to the contrary, the Eurodollar Rate shall at no time be less than 0.00% per annum.

"***Eurodollar Rate Advance***" means an Advance that bears interest at the Eurodollar Rate.

"***Eurodollar Rate Reserve Percentage***" for any Interest Period means the reserve percentage applicable two Business Days before the first day of such Interest Period under regulations issued from time to time by the Board of Governors of the U.S. Federal Reserve System (or any successor) for determining the maximum reserve requirement (including, without limitation, any emergency, supplemental or other marginal reserve requirement) for a member bank of the U.S. Federal Reserve System in New York City with respect to liabilities or assets consisting of or including Eurocurrency Liabilities (or with respect to any other category of liabilities that includes deposits by reference to which the interest rate on the Eurodollar Rate Advances is determined) having a term equal to such Interest Period.

"***Events of Default***" has the meaning specified in Section 6.01.

"***Excluded Taxes***" means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its Lending Office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, and (b) any U.S. federal withholding Taxes imposed under FATCA.

"***FATCA***" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof and any agreement entered into pursuant to Section 1471(b)(1) of the Code.

"***Federal Funds Rate***" means, for any period, a fluctuating interest rate per annum equal for each day during such period to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System

arranged by Federal funds brokers, as published for such day (or, if such day is not a Business Day, for the next preceding Business Day) by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average of the quotations for such day on such transactions received by the Lender from three Federal funds brokers of recognized standing selected by it.

"***Fund***" means any Person (other than a natural Person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans, bonds and similar extensions of credit in the ordinary course of its activities.

"***Governmental Authority***" means any nation or government, any state, province, city, municipal entity or other political subdivision thereof, and any governmental, executive, legislative, judicial, administrative or regulatory agency, department, authority, instrumentality, commission, board, bureau, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, whether federal, state, provincial, territorial, local or foreign, including any supra-national bodies, such as the European Union or the European Central Bank, and any public international organizations, such as the World Bank.

"***Hazardous Materials***" means (a) petroleum and petroleum products, byproducts or breakdown products, radioactive materials, asbestos-containing materials, polychlorinated biphenyls and radon gas and (b) any other chemicals, materials or substances designated, classified or regulated as hazardous or toxic or as a pollutant or contaminant under any Environmental Law.

"***Hedge Agreements***" means interest rate swap, cap or collar agreements, interest rate future or option contracts, currency swap agreements, currency future or option contracts and other similar hedging agreements.

"***Indemnified Taxes***" means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document and (b) to the extent not otherwise described in (a), Other Taxes.

"***Interest Period***" means the period commencing on the date of any Advance and ending on the third month thereafter and, thereafter, each subsequent three-month period commencing on the last day of the immediately preceding Interest Period; provided, however, that:

(i) if a scheduled repayment of principal would otherwise occur during an Interest Period, such Interest Period shall end on the date of such scheduled repayment;

(ii) whenever the last day of any Interest Period would otherwise occur on a day other than a Business Day, the last day of such Interest Period shall be extended to occur on the next succeeding Business Day, provided, however, that, if such extension would cause the last day of such Interest Period to occur in the next following calendar month, the last day of such Interest Period shall occur on the next preceding Business Day; and

(iii) whenever the first day of any Interest Period occurs on a day of an initial calendar month for which there is no numerically corresponding day in the calendar month that succeeds such initial calendar month by the number of months equal to the number of months in such Interest Period, such Interest Period shall end on the last Business Day of such succeeding calendar month.

"***Lender***" means Citibank or any Person that shall become a party hereto pursuant to Section 7.06, for so long as Citibank or such Person shall be a party to this Agreement.

"***Lending Office***" means, with respect to the initial Lender, the office of the initial Lender specified as its "Lending Office" opposite its name on the signature pages below, and with respect to any other Lender, the office of such Lender specified as its "Lending Office" in the Assignment and Acceptance pursuant to which such Lender became a Lender, or such other office of the Lender as the Lender may from time to time specify to the Borrower.

"***Lien***" means any lien, security interest or other charge or encumbrance of any kind, or any other type of preferential arrangement, including, without limitation, the lien or retained security title of a conditional vendor and any easement, right of way or other encumbrance on title to real property.

"***Loan Documents***" means (a) this Agreement, (b) the Notes, and (c) the Collateral Documents, in each case as amended.

"***Loan Party***" means the Borrower.

"***Material Adverse Change***" means any material adverse change in the business, condition (financial or otherwise), operations, performance, properties or prospects of any Loan Party and their Subsidiaries taken as a whole.

"***Material Adverse Effect***" means a material adverse effect on (a) the business, condition (financial or otherwise), operations, performance, properties or prospects of the Borrower or the Borrower and its Subsidiaries taken as a whole, (b) the rights and remedies of the Lender under any Loan Document or (c) the ability of any Loan Party to perform its obligations under any Loan Document to which it is a party.

"***Maturity Date***" means January 14, 2019.

"***Note***" means a promissory note of the Borrower payable to the order of the Lender, in substantially the form of Exhibit A hereto, evidencing the aggregate indebtedness of the Borrower to such Lender resulting from the Advances made by the Lender.

"***Notice of Borrowing***" has the meaning specified in Section 2.02(a).

"***Other Connection Taxes***" means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Advance or Loan Document).

"***Other Taxes***" means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment.

"***Participant***" has the meaning specified in Section 7.06(d).

"***Participant Register***" has the meaning specified in Section 7.06(d).

"***Patriot Act***" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Pub. L. 107-56, signed into law October 26, 2001, as amended from time to time.

"***Permitted Liens***" means such of the following as to which no enforcement, collection, execution, levy or foreclosure proceeding shall have been commenced: (a) Liens for taxes, assessments and governmental charges or levies to the extent not required to be paid under Section 5.01(b) hereof; (b) Liens imposed by law, such as materialmen's, mechanics', carriers', workmen's and repairmen's Liens and other similar Liens arising in the ordinary course of business securing obligations that are not overdue for a period of more than 30 days; (c) pledges or deposits to secure obligations under workers' compensation laws or similar legislation or to secure public or statutory obligations; and (d) easements, rights of way and other encumbrances on title to real property that do not render title to the property encumbered thereby unmarketable or materially adversely affect the use of such property for its present purposes.

"***Person***" means an individual, partnership, corporation (including a business trust), joint stock company, trust, unincorporated association, joint venture, Limited Liability Company or other entity, or a government or any political subdivision or agency thereof.

"***Process Agent***" has the meaning specified in Section 7.10(b).

"***Recipient***" means the Lender.

"***Reference Banks***" means Citibank N.A., London Branch, Bank of America N.A., London Branch and JP Morgan Chase Bank N.A., London Branch.

"***Regulation D***" means Regulation D of the Board of Governors of the U.S. Federal Reserve System, as in effect from time to time.

"***Sanctioned Country***" means, at any time, a country or territory, which is the subject or target of any Sanctions, including, as of the Effective Date, the Crimea region, Cuba, Iran, North Korea, Sudan and Syria.

"***Sanctioned Person***" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, Her Majesty's Treasury of the United Kingdom, the European Union or any EU member state, the United Nations Security Council, or other relevant sanctions authority, (b) any Person operating, organized or resident in a Sanctioned Country, or (c) otherwise the subject of Sanctions, including any Person controlled or 50 percent or more owned, directly or indirectly by (individually or in the aggregate) or acting on behalf of any such Person or Persons described in the foregoing clauses (a) or (b).

"***Sanctions***" means economic or financial sanctions, requirements, or trade embargoes imposed, administered, or enforced from time to time by (a) the U.S. government, including without limitation, those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury and the U.S. Department of State, (b) Her Majesty's Treasury of the United Kingdom, (c) the European Union or any

European Union member state, (d) the United Nations Security Council, or (e) any other relevant sanctions authority.

"***Security Agreement***" means a pledge agreement in substantially the form of Exhibit D.

"SIV IFRS" has the meaning specified in Section 1.03.

"***Solvent***" means, with respect to any Person on a particular date, that on such date (a) the fair value of the property of such Person is greater than the total amount of liabilities, including contingent liabilities, of such Person, (b) the present fair salable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured, (c) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay such debts and liabilities as they mature, and (d) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person's property would constitute an unreasonably small capital. The amount of contingent liabilities at any time shall be computed as the amount that, in the light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

"***Subsidiary***" of any Person means any corporation, partnership, joint venture, limited liability company, trust or estate, or other business entity of which (or in which) more than 50% of (a) the issued and outstanding capital stock having ordinary voting power to elect a majority of the Board of Directors or other governing body of such corporation (irrespective of whether at the time capital stock of any other class or classes of such corporation shall or might have voting power upon the occurrence of any contingency), (b) the interest in the capital or profits of such limited liability company, partnership or joint venture or (c) the beneficial interest in such trust or estate, or other business entity is at the time directly or indirectly owned or controlled by such Person, by such Person and one or more of its other Subsidiaries or by one or more of such Person's other Subsidiaries.

"***Taxes***" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"***Termination Date***" means the earlier of January 14, 2019 and the date of termination of the Commitment pursuant to Section 6.01.

"***United States***" or "***U.S.***" means the United States of America.

"***U.S. Dollars***", "***U.S. $***" and "***$***" means the lawful currency of the United States.

"***Voting Stock***" means capital stock issued by a corporation, or equivalent interests in any other Person, the holders of which are ordinarily, in the absence of contingencies, entitled to vote for the election of directors (or persons performing similar functions) of such Person, even if the right so to vote has been suspended by the happening of such a contingency.

"***Withholding Agent***" means the Borrower and the Lender.

SECTION 1.02. Computation of Time Periods. In this Agreement and the other Loan Documents, unless otherwise specified herein or in such other Loan Document, in computation of periods of time from a specified date to a later specified date, the word "from" means "from and including," the words "to" and "until" each mean "to but excluding" and the word "through" means "to and including."

SECTION 1.03. Accounting Terms. All accounting terms not specifically defined herein shall be construed in accordance with the International Financial Reporting Standards, subject to the guidelines required by the securities regulations in the Dominican Republic, consistent with those applied in the preparation of the financial statements referred to in Section 4.01(e) ("SIV IFRS); provided that (a) if there is any change in SIV IFRS from such principles applied in the preparation of the financial statements referred to in Section 4.01(e), that is material in respect of the calculation of compliance with the covenants set forth in Section 5.03, the Borrower shall give prompt notice of such change to the Lender, (b) if the Borrower notifies the Lender that the Borrower requests an amendment of any provision hereof to eliminate the effect of any change in SIV IFRS (or the application thereof) (or if the Lender requests an amendment of any provision hereof for such purpose), regardless of whether such notice is given before or after such change in SIV IFRS (or the application thereof), then such provision shall be applied on the basis of SIV IFRS as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision is amended in accordance herewith.

SECTION 1.04. Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "***include***," "***includes***" and "***including***" shall be deemed to be followed by the phrase "***without limitation***." The word "***will***" shall be construed to have the same meaning and effect as the word "***shall***." Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the words "***herein***," "***hereof***" and "***hereunder***," and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, (e) any reference to any law or regulation herein shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (f) the words "***asset***" and "***property***" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

SECTION 1.05. Currency Equivalents Generally. Any amount specified in this Agreement (other than in Articles II and V) or any of the other Loan Documents to be in U.S. Dollars shall also include the equivalent of such amount in any currency other than U.S. Dollars, such equivalent amount to be determined at the rate of exchange quoted by Citibank, N.A. in New York, New York at the close of business on the Business Day immediately preceding any date of determination thereof, to prime banks in New York, New York for the spot purchase in the New York foreign exchange market of such amount in U.S. Dollars with such other currency.

ARTICLE II

AMOUNTS AND TERMS OF THE ADVANCE

SECTION 2.01. The Advance. The Lender agrees, on the terms and conditions hereinafter set forth, to make a single advance (an "***Advance***") to the Borrower on any Business Day during the period from the Effective Date until the Termination Date in an amount not to exceed U.S. $6,000,000.00 (Six Million United States Dollars) (the Lender's "***Commitment***"). Amounts borrowed under this Section 2.01 and repaid or prepaid may not be re-borrowed.

SECTION 2.02. Making the Advance. (a) The Borrowing shall be made on notice, given not later than 11:00 A.M. (New York City time) on the third Business Day prior to the date of the proposed Borrowing, by the Borrower to the Lender. Each notice of borrowing (a "***Notice of Borrowing***") shall be by telephone, confirmed immediately in writing, or telecopier or electronic communication, in substantially the form of Exhibit B hereto, specifying therein the requested date of such Borrowing. Upon fulfillment of the applicable conditions set forth in Article III, the Lender will make the funds available to the Borrower at its address referred to in Section 7.02. The Lender may make Advances through its Affiliates.

(b) The Notice of Borrowing shall be irrevocable and binding on the Borrower. The Borrower shall indemnify the Lender against any loss, cost or expense incurred by the Lender as a result of any failure to fulfill on or before the date specified in the Notice of Borrowing the applicable conditions set forth in Article III, including, without limitation, any loss (including loss of anticipated profits), cost or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired by the Lender to fund the Advance when such Advance, as a result of such failure, is not made on such date.

SECTION 2.03. Intentionally Omitted.

SECTION 2.04. Termination or Reduction of the Commitments.

(a) Optional. The Borrower may not, upon at least three Business Days' notice to the Lender, terminate in whole or reduce in part the unused portions of the Commitment; provided, however, that each partial reduction thereof shall be in an aggregate amount of U.S.$100,000.00 or an integral multiple of U.S.$100,000.00 in excess thereof.

(b) Mandatory. The Lender's Commitment shall be automatically and permanently terminated on the Termination Date.

SECTION 2.05. Repayment. The Borrower shall repay to the Lender on the Maturity Date the aggregate principal amount of the Advance then outstanding.

SECTION 2.06. Interest. (a) Scheduled Interest. The Borrower shall pay interest on the unpaid principal amount of the Advance owing to the Lender from the date of such Advance until such principal amount shall be paid in full, at a rate per annum equal at all times during each Interest Period to the sum of (x) the Eurodollar Rate for such Interest Period plus (y) the Applicable Margin, payable in arrears on the last day of such Interest Period and on the date such Advance shall be paid in full.

b) Default Interest. Upon the occurrence and during the continuance of an Event of Default, the Lender may require the Borrower to pay interest ("Default Interest") on (i) the unpaid principal amount of the Advance owing to the Lender, payable in arrears on the dates referred to in clause (a) above and (ii) to the fullest extent permitted by law, the amount of any interest, fee or other amount payable under this Agreement or any other Loan Document that is not paid when due, from the date such amount shall be due until such

amount shall be paid in full, payable in arrears on the date such amount shall be paid in full and on demand, at a rate per annum equal at all times to 2% per annum above the rate per annum required to be paid on the Advance pursuant to clause (a) above; provided, however, that following acceleration of the Advance pursuant to Section 6.01, Default Interest shall accrue and be payable hereunder whether or not previously required by the Lender.

SECTION 2.07. Interest Rate Determination. (a) If the Lender determines that the Eurodollar Rate for any Interest Period for the Advance will not adequately reflect the cost to the Lender of making, funding or maintaining its Advance for such Interest Period, the Lender shall forthwith so notify the Borrower. During the 15 days next succeeding the giving of such notice, the Borrower and the Lender shall negotiate in good faith in order to arrive at a mutually satisfactory interest rate which shall be applicable during such Interest Period to the Advance. If within such 15-day period, the Borrower and the Lender agree in writing upon an alternative interest rate, such rate shall be effective from the commencement of such Interest Period. If the Borrower and the Lender fail to agree upon such an alternative interest rate within such 15-day period, the interest rate during such Interest Period applicable to the Advance effective from the commencement of such Interest Period shall be such rate as the Lender shall determine (in a certificate delivered by the Lender to the Borrower setting forth the basis of the computation of such amount, which certificate shall be conclusive and binding for all purposes, absent manifest error) to be necessary to compensate the Lender for its cost of obtaining (in good faith and using commercially reasonable efforts to minimize the interest cost to the Borrower) as of the commencement of such Interest Period funds for such Interest Period in an amount equal to the principal amount of the Advance plus the Applicable Margin. The Lender shall notify the Borrower of each such determination as promptly as practicable.

(b) If the Borrower shall fail to select the duration of any Interest Period for any Eurodollar Rate Advance in accordance with the provisions contained in the definition of "Interest Period" in Section 1.01, the Borrower will be deemed to have elected an Interest Period with a duration equal to the Interest Period then ending.

SECTION 2.08. Prepayments. The Borrower may, upon at least three Business Days' notice to the Lender stating the proposed date and aggregate principal amount of the prepayment, and if such notice is given the Borrower shall, prepay the outstanding principal amount of the Term Advance in whole or in part, together with accrued interest to the date of such prepayment on the principal amount prepaid; *provided*, however, that (x) each partial prepayment shall be in an aggregate principal amount of U.S. $100,000 or an integral multiple of U.S. $100,000 in excess thereof and (y) the Borrower shall be obligated to reimburse the Lender in respect thereof pursuant to Section 7.04(c).

SECTION 2.09. Increased Costs and Increased Capital. (a) Increased Costs Generally. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, the Lender (except any reserve requirement reflected in the Eurodollar Rate);

(ii) subject the Lender to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes) on its loans, loan principal commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on the Lender or the London interbank market any other condition, cost or expense (other than Taxes) affecting this Agreement or Eurodollar Rate Advance made by the Lender;

and the result of any of the foregoing shall be to increase the cost to the Lender of making, converting to, continuing or maintaining the Advance or of maintaining its obligation to make any such Advance, or to reduce the amount of any sum received or receivable by the Lender hereunder (whether of principal, interest or any other amount) then, upon request of the Lender, the Borrower will pay to the Lender such additional amount or amounts as will compensate the Lender for such additional costs incurred or reduction suffered.

b) Capital Adequacy. If the Lender determines that any Change in Law affecting the Lender or any lending office of the Lender or the Lender's holding company, if any, regarding capital or liquidity requirements, has or would have the effect of reducing the rate of return on the Lender's capital or on the capital of the Lender's holding company, if any, as a consequence of this Agreement, the Commitment of the Lender or the Advance made by the Lender to a level below that which the Lender or the Lender's holding company could have achieved but for such Change in Law (taking into consideration the Lender's policies and the policies of the Lender's holding company with respect to capital adequacy), then from time to time the Borrower will pay to the Lender such additional amount or amounts as will compensate the Lender or the Lender's holding company for any such reduction suffered.

c) Certificates for Reimbursement. A certificate of the Lender setting forth the amount or amounts necessary to compensate the Lender or its holding company as specified in paragraph (a) or (b) of this Section and delivered to the Borrower, shall be conclusive absent manifest error. The Borrower shall pay the Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

d) Delay in Requests. Failure or delay on the part of the Lender to demand compensation pursuant to this Section shall not constitute a waiver of the Lender's right to demand such compensation; *provided* that the Borrower shall not be required to compensate the Lender pursuant to this Section for any increased costs incurred or reductions suffered more than nine months prior to the date that the Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions, and of the Lender's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the nine-month period referred to above shall be extended to include the period of retroactive effect thereof).

SECTION 2.10. Illegality. Notwithstanding any other provision of this Agreement, if the Lender determines that the introduction of or any change in or in the interpretation of any law or regulation makes it unlawful, or any central bank or other Governmental Authority asserts that it is unlawful, for the Lender or its Lending Office to perform its obligations hereunder to make the Eurodollar Rate Advance or to fund or maintain the Eurodollar Rate Advance hereunder, the Lender shall forthwith give notice thereof to the Borrower, whereupon (a) until the Lender notifies the Borrower that the circumstances giving rise to such suspension no longer exist, the obligation of the Lender to make the Advance shall be suspended and (b) if the Lender shall so request in such notice, the Borrower shall immediately prepay in full the then outstanding principal amount of the Advance, together with accrued interest thereon. If it is lawful for the Lender to maintain its Advance through the last day of the Interest Period then applicable to such Advance, such prepayment shall be due on such last day.

SECTION 2.11. Payments and Computations. a) The Borrower shall make each payment hereunder and under the other Loan Documents, irrespective of any right of counterclaim or set-off, not later than 11:00 A.M. (New York City time) on the day when due in freely transferable lawful money of the United States to the Lender at its Account No. 10980495, which the Lender maintains with Citibank, N.A., 399 Park Avenue, New York, NY 10043, United

States of America, ABA No. 021000089, Account Name: Citibank, N.A, Reference UC UNITED CAPITAL PUESTO DE BOLSA, S.A., Secured Term Loan, in same day funds.

b) The Borrower hereby authorizes the Lender and each of its Affiliates, if and to the extent payment owed to the Lender is not made when due hereunder or under the Note held by the Lender, to charge from time to time against any or all of the Borrower's accounts with the Lender or such Affiliate any amount so due.

c) All computations of interest shall be made by the Lender on the basis of a year of 360 days, in each case for the actual number of days (including the first day but excluding the last day) occurring in the period for which such interest or facility fees are payable. Each determination by the Lender of an interest rate hereunder shall be conclusive and binding for all purposes, absent manifest error.

d) Whenever any payment hereunder or under any other Loan Document shall be stated to be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day, and such extension of time shall in such case be included in the computation of payment of interest or facility fee, as the case may be; provided, however, that, if such extension would cause payment of interest on or principal of the Advance to be made in the next following calendar month, such payment shall be made on the next preceding Business Day.

SECTION 2.12. Taxes. Defined Terms. For purposes of this Section 2.12, the term "***applicable law***" includes FATCA.

a) Payments Free of Taxes. Any and all payments by or on account of any obligation of any Loan Party under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by applicable law. If any applicable law (as determined in the good faith discretion of an applicable Withholding Agent) requires the deduction or withholding of any Tax from any such payment by a Withholding Agent, then the applicable Withholding Agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law and, if such Tax is an Indemnified Tax, then the sum payable by the applicable Loan Party shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section) the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding been made.

b) Payment of Other Taxes by the Loan Party. The Loan Party shall timely pay to the relevant Governmental Authority in accordance with applicable law, or at the option of the Lender timely reimburse it for the payment of, any Other Taxes.

c) Indemnification by the Loan Party. The Loan Party shall jointly and severally indemnify the Lender, within 10 days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section) payable or paid by the Lender or required to be withheld or deducted from a payment to the Lender and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by the Lender shall be conclusive absent manifest error.

d) Evidence of Payments. As soon as practicable after any payment of Taxes by any Loan Party to a Governmental Authority pursuant to this Section 2.12, such

Loan Party shall deliver to the Lender the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Lender.

e) Status of Lender. If the Lender is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document it shall upon written request (but only if the Lender is lawfully able to do so) use best efforts to provide within a reasonable time the Borrower with two copies of any form, document or other certification, appropriately completed, necessary for the Lender to be exempt from, or entitled to a reduced rate of Tax on payments pursuant to any Loan Document. Notwithstanding anything to the contrary in the preceding sentence, the completion, execution and submission of such documentation shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject the Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of the Lender.

f) Survival. Each party's obligations under this Section 2.12 shall survive the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.

SECTION 2.13. Mitigation Obligations. If the Lender requests compensation under Section 2.09, or requires the Borrower to pay any Indemnified Taxes or additional amounts to the Lender or any Governmental Authority for the account of the Lender pursuant to Section 2.12, then the Lender shall (at the request of the Borrower) use reasonable efforts to designate a different Lending Office for funding or booking its Advance hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of the Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 2.09 or 2.12, as the case may be, in the future, and (ii) would not subject the Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to the Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

SECTION 2.14. Use of Proceeds.

The proceeds of the Advance shall be available (and the Borrower agrees that it shall use such proceeds) solely for working capital purposes in the Dominican Republic.

SECTION 2.15. Intentionally Omitted.

ARTICLE III

CONDITIONS TO EFFECTIVENESS AND LENDING

SECTION 3.01. Conditions Precedent to Effectiveness of Section 2.01. Section 2.01 of this Agreement shall become effective on and as of the first date (the "***Effective Date***") on which the following conditions precedent have been satisfied:

(a) There shall have occurred no Material Adverse Change since December 31, 2017 or any material adverse change in the political, economic or financial condition of the Dominican Republic or with respect to the loan syndication market generally since December 9th, 2015.

(b) There shall exist no action, suit, investigation, litigation or proceeding affecting the Borrower or any of its Subsidiaries or any other Loan Party or any of its Subsidiaries pending or threatened before any Governmental Authority or arbitrator that (i) could be reasonably likely to have a Material Adverse Effect or (ii) purports to affect the legality, validity or enforceability of any Loan Document or the consummation of the transactions contemplated hereby or thereby.

(c) All governmental and third party consents and approvals necessary in connection with the transactions contemplated hereby (including, without limitation, exchange control approvals and any other consents required or advisable from the Central Bank of the Dominican Republic)shall have been obtained (without the imposition of any conditions that are not acceptable to the Lender) and shall remain in effect, and no law or regulation shall be applicable in the reasonable judgment of the Lender that restrains, prevents or imposes materially adverse conditions upon the transactions contemplated hereby.

(d) The Borrower shall have notified the Lender in writing as to the proposed Effective Date.

(e) The Borrower shall have paid all accrued fees and expenses of the Lender (including the accrued fees and expenses of counsel to the Lender).

(f) On the Effective Date, the following statements shall be true and the Lender shall have received a certificate signed by a duly authorized officer of the Borrower, dated the Effective Date, stating that:

(i) The representations and warranties contained in Section 4.01 and in each other Loan Document are true and correct in all material respects on and as of the Effective Date, and

(ii) No event has occurred and is continuing that constitutes a Default.

(g) The Lender shall have received on or before the Effective Date the following, each dated such day, in form and substance satisfactory to the Lender:

(i) This Agreement, duly executed by the Borrower and the Lender.

(ii) The Note to the order of the Lender.

(iii) The Securities Pledge Agreement (in Spanish "*ValoresContrato de Constitucion de Garantia Prendaria Sobre Instrumentos de Inversion Financiera* "), duly executed and delivered by each Loan Party and each other Person party thereto, together with:

(A) evidence of the completion of all other recordings, notices and filings of or with respect to each Collateral Document that the Lender may deem necessary or desirable in order to perfect and protect the security interest created thereunder, and

(B) evidence that all other action that the Lender may deem necessary or desirable in order to perfect and protect the first priority liens and security interests created under each Collateral Document has been taken.

(iv) Certified copies of the (A) resolutions of the Board of Directors of the Loan Party approving each Loan Document to which it is a party and the transactions contemplated herein and therein, (B) the Constituent Documents of the Loan Party as in effect on the date the resolutions specified in clause (A) were adopted and (C) all documents evidencing other necessary corporate action and governmental approvals, if any, with respect to each Loan Document, and a certificate of the Secretary or an Assistant Secretary of each Loan Party certifying the absence of any change or amendment to the Constituent Documents of such Loan Party since the date the resolutions specified in clause (A) were adopted.

(v) A certificate of the Secretary or an Assistant Secretary of the Loan Party certifying the names and true signatures of the officers authorized to sign the Loan Document, including the Collateral Documents, to which it is or is to be a party and the other documents to be delivered hereunder and thereunder.

(vi) A letter from the Process Agent indicating its acceptance of the appointment by each Loan Party pursuant to Section 7.10.

(h) All documentation and other information required by bank regulatory authorities under applicable "***know your customer***" and anti-money laundering rules and regulations, including the Patriot Act, requested (at least five (5) Business Days prior to the Effective Date) by the Lender shall have been received by the Lender.

SECTION 3.02. Conditions Precedent to Borrowing. The obligation of the Lender to make the Advance on the occasion of the Borrowing shall be subject to the conditions precedent that the Effective Date shall have occurred and on the date of such Borrowing (a) the following statements shall be true (and each of the giving of the Notice of Borrowing and the acceptance by the Borrower of the proceeds of such Borrowing shall constitute a representation and warranty by the Borrower that on the date of such Borrowing such statements are true):

(i) the representations and warranties contained in Section 4.01 and in each other Loan Document are correct on and as of the date of such Borrowing, before and after giving effect to such Borrowing and to the application of the proceeds therefrom, as though made on and as of such date, and

(ii) no event has occurred and is continuing, or would result from such Borrowing or from the application of the proceeds therefrom, that constitutes a Default; and

(b) the Lender shall have received such other approvals, opinions or documents as the Lender may reasonably request.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

SECTION 4.01. Representations and Warranties of the Borrower. The Borrower represents and warrants as follows:

(a) The Loan Party and each of its Subsidiaries is a corporation duly organized, validly existing under the laws of the jurisdiction of its organization and has all requisite corporate power and authority (including, without limitation, all governmental

licenses, permits and other approvals) to own, lease and operate its properties and to carry on its business as now conducted and as proposed to be conducted.

(b) The execution, delivery and performance by the Loan Party of each Loan Document to which it is or is to be a party, and the consummation of the transactions contemplated hereby, are within the Loan Party's corporate powers, have been duly authorized by all necessary corporate action, and do not (i) contravene the Loan Party's Constituent Documents, (ii) violate any law, rule, regulation (including, without limitation, Regulation X of the Board of Governors of the Federal Reserve System), order, writ, judgment, injunction, decree, determination or award, (iii) conflict with or result in the breach of any contractual restriction binding on or affecting the Loan Party, any of its Subsidiaries or any of their properties, or (iv) except for the Liens created under the Loan Documents, result in the imposition of any Lien on any assets of the Loan Party or any of its Subsidiaries.

(c) No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority or regulatory body or any other third party is required for (i) the due execution, delivery and performance by the Loan Party of any Loan Document to which it is or is to be a party, (ii) the grant by the Loan Party of the Liens granted by it pursuant to the Collateral Documents, (iii) the perfection or maintenance of the Liens created under the Collateral Documents (including the first priority nature thereof) or (iv) the exercise by the Lender of its rights under the Loan Documents or the remedies in respect of the Collateral pursuant to the Collateral Documents.

(d) This Agreement has been, and each other Loan Document when delivered hereunder has been or will have been, duly executed and delivered by the Loan Party party thereto. This Agreement is, and each other Loan Document when delivered hereunder will be, the legal, valid and binding obligation of the Loan Party party thereto, enforceable against such Loan Party in accordance with their respective terms.

(e) The Consolidated balance sheet of the Borrower and its Subsidiaries as at December 31, 2017, and the related Consolidated statements of income and cash flows of the Borrower and its Subsidiaries for the fiscal year then ended, accompanied by an opinion of Mendoza Hernandez-Auditores, independent public accountants, and the Consolidated balance sheet of the Borrower and its Subsidiaries as at December 31, 2017, and the related Consolidated statements of income and cash flows of the Borrower and its Subsidiaries for the six months then ended, duly certified by the chief financial officer of the Borrower, copies of which have been furnished to the Lender, fairly present, subject, in the case of said balance sheet as at December 31st, 2017, and said statements of income and cash flows for the six months then ended, to year-end audit adjustments, the Consolidated financial condition of the Borrower and its Subsidiaries as at such dates and the Consolidated results of the operations of the Borrower and its Subsidiaries for the periods ended on such dates, all in accordance with SIV IFRS consistently applied. Since December 31, 2017, there has been no Material Adverse Change.

(f) There is no pending or threatened action, suit, investigation, litigation or proceeding, including, without limitation, any Environmental Action, affecting any Loan Party or any of its Subsidiaries before any Governmental Authority or arbitrator that (i) could be reasonably likely to have a Material Adverse Effect or (ii) purports to affect the legality, validity or enforceability of any Loan Document or the consummation of the transactions contemplated thereby.

(g) The Borrower is not engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U

issued by the Board of Governors of the U.S. Federal Reserve System), and no proceeds of any Advance will be used to purchase or carry any margin stock or to extend credit to others for the purpose of purchasing or carrying any margin stock.

(h) The Loan Party and each of its Subsidiaries has filed, has caused to be filed or has been included in all Tax returns (national, departmental, local, municipal and foreign) required to be filed and has paid all Taxes due with respect to the years covered by such returns.

(i) The Loan Party and each of its Subsidiaries is in compliance with all Applicable Laws and requirements of all Governmental Authorities (including, without limitation, all governmental licenses, certificates, permits, franchises and other governmental authorizations and approvals necessary to the ownership of its properties or to the conduct of its business, Environmental Laws, and laws with respect to social security and pension fund obligations) , in each case except to the extent that failure to comply therewith could not reasonably be expected to have a Material Adverse Effect.

(j) No income, stamp or other taxes (other than taxes on, or measured by, net income or net profits) or levies, imposts, deductions, charges, compulsory loans or withholdings whatsoever are or will be, under applicable law in the Dominican Republic, imposed, assessed, levied or collected by the Dominican Republic or any political subdivision or taxing authority thereof or therein either (i) on or by virtue of the execution or delivery of any Loan Document or (ii) on any payment to be made by any Loan Party pursuant to any Loan Document.

(k) Each Loan Document is in proper legal form under the law of the Dominican Republic for the enforcement thereof against each Loan Party party thereto under the law of the Dominican Republic; and to ensure the legality, validity, enforceability or admissibility in evidence of any Loan Document in the Dominican Republic (except for the official translation into Spanish of any such document by an official translator, if executed in a foreign language), it is not necessary that this Agreement or any other Loan Document or any other document be filed or recorded with any court or other authority in the Dominican Republic or that any stamp or similar tax be paid on or in respect of this Agreement or any other Loan Document.

(l) The Loan Party is subject to civil and commercial law with respect to its obligations under the Loan Documents, and the execution, delivery and performance by each Loan Party of the Loan Documents to which it is party constitute private and commercial acts (*jure gestionis* acts) rather than public or governmental acts (*jure imperii* acts). No Loan Party or any of its Subsidiaries nor any of their respective properties has any immunity from jurisdiction of any court or from set-off or any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) under the laws of the Dominican Republic.

(m) The Loan Party's obligations under this Agreement and the Note constitute direct, unconditional, unsubordinated and unsecured obligations of such Loan Party and do rank and will rank *pari passu* in priority of payment and in all other respects with all other unsecured and unsubordinated Debt of such Loan Party.

(n) The Borrower, a nonbank entity located outside the United States, understands that it is the policy of the Board of Governors of the U.S. Federal Reserve System that extensions of credit by international banking facilities (as defined in Section 204.8(a) of Regulation D) may be used only to finance the non-U.S. operations of a customer (or its foreign affiliates) located outside the United States as provided in Section 204.8(a)(3)(vi) of Regulation D. Therefore, the Borrower acknowledges that the

proceeds of the Advance by the International Banking Facility of the Lender will be used solely to finance the Borrower's operations outside the United States or that of the Borrower's foreign affiliates.

(o) No Loan Party is required to register as an "***investment company***", as such term is defined in the Investment Company Act of 1940, as amended.

(p) No information, exhibit or report furnished by or on behalf of any Loan Party to the Lender in connection with the negotiation of the Loan Documents or pursuant to the terms of any Loan Document contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statements made therein not misleading.

(q) The Loan Party is, individually and together with its Subsidiaries, Solvent.

(r) The Loan Party or any of their Subsidiaries is engaged in any unfair labor practice that could have a Material Adverse Effect. There is (i) no unfair labor practice complaint pending against any Loan Party or any of its Subsidiaries or, to the knowledge of any Loan Party, threatened against such Loan Party or any of its Subsidiaries, before any Governmental Authority with responsibility, authority or jurisdiction for such matters, and no grievance or significant arbitration proceeding arising out of or under any collective bargaining agreement is so pending against any Loan Party or any of its Subsidiaries or, to the knowledge of any Loan Party, threatened against a Loan Party or any of its Subsidiaries and (ii) no strike, labor dispute, slowdown or stoppage is so pending against any Loan Party or any of its Subsidiaries or, to the knowledge of any Loan Party, threatened against a Loan Party or any of its Subsidiaries, which in either clause (i) or (ii) could have a Material Adverse Effect.

(s) The Loan Party has implemented and maintains in effect policies and procedures designed to ensure compliance by such Loan Party and its Subsidiaries, and its and their respective directors, officers, employees, Affiliates and agents with Anti-Corruption Laws and applicable Sanctions, and each Loan Party and its respective Subsidiaries, directors, officers and employees and to the knowledge of each Loan Party, its Affiliates and agents are in compliance with Anti-Corruption Laws and applicable Sanctions.

(t) None of (i) the Loan Party or any of their Subsidiaries, or any of their respective directors, officers, or employees, or (ii) to the knowledge of any Loan Party, its Affiliates or agents or those of its Subsidiaries is currently a Sanctioned Person, nor is any Loan Party or any of its Subsidiaries located, organized or resident in a Sanctioned Country.

(u) None of (i) the Loan Party or any of their Subsidiaries, or any of their respective directors, officers, or employees, or (ii) to the knowledge of any Loan Party, its Affiliates or agents or those of any of its Subsidiaries will directly or indirectly use any part of any proceeds of any Advance or lend, contribute, or otherwise make available such proceeds to any Person (a) to fund or facilitate any activities or business of or with any Person that, at the time of such funding or facilitation, is the subject or the target of Sanctions, (b) to fund or facilitate any activities or business of or in any Sanctioned Country or (c) in any other manner that will result in a violation by any Person of Sanctions. No Advance, direct or indirect use of any part of any proceeds or other transactions contemplated by the Agreement will violate Anti-Corruption Laws or Sanctions.

(v) All filings and other actions necessary or desirable to perfect and protect the security interest in the Collateral created under the Collateral Documents have been duly made or taken and are in full force and effect, and the Collateral Documents create in favor of the Lender a valid and, together with such filings and other actions, perfected first priority security interest in the Collateral, securing the payment of the Loan Party' obligations under the Loan Documents, and all filings and other actions necessary or desirable to perfect and protect such security interest have been duly taken. The Loan Party is the legal and beneficial owners of the Collateral free and clear of any Lien, except for the liens and security interests created or permitted under the Loan Documents.

ARTICLE V

COVENANTS OF THE BORROWER

SECTION 5.01. Affirmative Covenants. So long as the Advance shall remain unpaid, any obligation of any Loan Party under any Loan Document shall remain outstanding or the Lender shall have any Commitment hereunder, the Borrower will:

(a) Compliance with Laws, Etc. (i) Comply, and cause each of its Subsidiaries to comply, in all material respects, with all Applicable Laws, such compliance to include, without limitation, compliance with Environmental Laws; and (ii) maintain in effect and enforce policies and procedures designed to ensure compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees, Affiliates and agents with Anti-Corruption Laws and applicable Sanctions.

(b) Payment of Taxes, Etc. Pay and discharge, and cause each of its Subsidiaries to pay and discharge, before the same shall become delinquent, (i) all Taxes and (ii) all lawful claims that, if unpaid, might by law become a Lien upon its property; provided, however, that neither the Borrower nor any of its Subsidiaries shall be required to pay or discharge any such Tax or claim that is being contested in good faith and by proper proceedings and as to which appropriate reserves are being maintained, unless and until any Lien resulting therefrom attaches to its property and becomes enforceable against its other creditors.

(c) Maintenance of Insurance. Maintain, and cause each of its Subsidiaries to maintain, insurance with responsible and reputable insurance companies or associations in such amounts and covering such risks as is usually carried by companies engaged in similar businesses and owning similar properties in the same general areas in which the Borrower or such Subsidiary operates.

(d) Preservation of Corporate Existence, Etc. Preserve and maintain, and cause each of its Subsidiaries to preserve and maintain, its corporate existence, rights (charter and statutory), permits, approvals, licenses, privileges and franchises; provided, however, that the Borrower and its Subsidiaries may consummate any merger or consolidation permitted under Section 5.02(a) and provided further that neither the Borrower nor any of its Subsidiaries shall be required to preserve any right or franchise if the Board of Directors of the Borrower or such Subsidiary shall determine that the preservation thereof is no longer desirable in the conduct of the business of the Borrower or such Subsidiary, as the case may be, and that the loss thereof is not disadvantageous in any material respect to the Borrower, such Subsidiary or the Lender.

(e) Visitation Rights. At any reasonable time and from time to time, permit the Lender or any agents or representatives thereof, to examine and make copies of and abstracts from the records and books of account of, and visit the properties of, the

Borrower and any of its Subsidiaries, and to discuss the affairs, finances and accounts of the Borrower and any of its Subsidiaries with any of their officers or directors and with their independent certified public accountants.

(f) Keeping of Books. Keep, and cause each of its Subsidiaries to keep, proper books of record and account, in which full and correct entries shall be made of all financial transactions and the assets and business of the Borrower and each such Subsidiary in accordance with SIV IFRS in effect from time to time.

(g) Maintenance of Properties, Etc. Maintain and preserve, and cause each of its Subsidiaries to maintain and preserve, all of its properties that are used or useful in the conduct of its business in good working order and condition, ordinary wear and tear excepted.

(h) Transactions with Affiliates. Conduct, and cause each of its Subsidiaries to conduct, all transactions otherwise permitted under this Agreement with any of their Affiliates on terms that are fair and reasonable and no less favorable to the Borrower or such Subsidiary than it would obtain in a comparable arm's-length transaction with a Person not an Affiliate.

(i) Reporting Requirements. Furnish to the Lender:

(i) as soon as available and in any event within 45 days after the end of each of the first three quarters of each fiscal year of the Borrower, Consolidated and consolidating balance sheets of the Borrower and its Subsidiaries as of the end of such quarter and Consolidated and consolidating statements of income and cash flows of the Borrower and its Subsidiaries for the period commencing at the end of the previous fiscal year and ending with the end of such quarter, duly certified (subject to year-end audit adjustments) by the chief financial officer of the Borrower as having been prepared in accordance with SIV IFRS and certificates of the chief financial officer of the Borrower as to compliance with the terms of this Agreement; provided that in the event of any change in SIV IFRS used in the preparation of such financial statements, the Borrower shall also provide, a statement of reconciliation conforming such financial statements to SIV IFRS;

(ii) as soon as available and in any event within 90 days after the end of each fiscal year of the Borrower, a copy of the annual audit report for such year for the Borrower and its Subsidiaries, containing Consolidated and consolidating balance sheets of the Borrower and its Subsidiaries as of the end of such fiscal year and Consolidated and consolidating statements of income and cash flows of the Borrower and its Subsidiaries for such fiscal year, in each case accompanied by an opinion acceptable to the Lender by Mendoza Hernandez-Auditores or other independent public accountants acceptable to the Lender and certificates of the chief financial officer of the Borrower as to compliance with the terms of this, provided that in the event of any change in SIV IFRS used in the preparation of such financial statements, the Borrower shall also provide, a statement of reconciliation conforming such financial statements to SIV IFRS;

(iii) as soon as possible and in any event within five days after the occurrence of each Default continuing on the date of such statement, a statement of the chief financial officer of the Borrower setting forth details

of such Default and the action that the Borrower has taken and proposes to take with respect thereto;

(iv) promptly after the sending or filing thereof, copies of all reports that any Loan Party sends to any of its security holders, and copies of all reports and registration statements that any Loan Party or any Subsidiary files with the U.S. Securities and Exchange Commission or any national securities exchange in the Dominican Republic, the United States or any other securities exchange or regulator, if any;

(v) promptly after the commencement thereof, notice of all actions and proceedings before any Governmental Authority or arbitrator affecting the Borrower or any of its Subsidiaries of the type described in Section 4.01(f); and,

(vi) such other information respecting any Loan Party or any of its Subsidiaries as the Lender may from time to time reasonably request;

SECTION 5.02. Negative Covenants. So long as the Advance shall remain unpaid, any obligation of any Loan Party under any Loan Document shall remain outstanding or the Lender shall have any Commitment hereunder, the Borrower will not:

(a) Mergers, Etc. Merge or consolidate with or into, or convey, transfer, lease or otherwise dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to, any Person, or permit any of its Subsidiaries to do so, except that (i) any Subsidiary of a Loan Party may merge or consolidate with or into, or dispose of assets to, any other Subsidiary of a Loan Party, (ii) any Subsidiary of a Loan Party may merge into, or dispose of assets to, such Loan Party and (iii) the Borrower may merge with any other Person so long as the Borrower is the surviving corporation; provided, in each case, that no Default shall have occurred and be continuing at the time of such proposed transaction or would result therefrom.

(b) Accounting Changes. Make or permit, or permit any of its Subsidiaries to make or permit, any change in accounting policies or reporting practices, except as required by SIV IFRS.

(c) Dividends, Etc. Declare or make any dividend payment or other distribution of assets, properties, cash rights, obligations or securities on account of any shares of any class of capital stock of the Borrower, or purchase, redeem or otherwise acquire for value (or permit any of its Subsidiaries to do so) any shares of any class of capital stock of the Borrower or any warrants, rights or options to acquire any such shares, now or hereafter outstanding, except that (i) the Borrower may declare and make any dividend payment or other distribution payable in common stock of the Borrower so long as no Default shall have occurred and be continuing at the time of any such declaration and payment or distribution or would result therefrom and (ii) any Subsidiary of the Borrower may declare and pay cash dividends to the Borrower or to any wholly owned Subsidiary of a Loan Party of which it is a Subsidiary.

(d) Change in Nature of Business. Make, or permit any of its Subsidiaries to make, any material change in the nature of its business as carried on at the date hereof.

(e) Amendment of Constituent Documents. Amend its Constituent Documents in any respect which would reasonably be expected to have a Material Adverse Effect.

(f) Use of Proceeds.

(i) Use the proceeds of the Advance, except in accordance with Section 2.14.

(ii) Use, and shall procure that its Subsidiaries and its or their respective directors, officers, employees, Affiliates, and agents shall not use, any part of any proceeds of the Advance (a) in violation of any Anti-Corruption Laws, including in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws or (b) to fund, finance or facilitate any activities, business, or transaction of or with any Sanctioned Person, or in any Sanctioned Country, or in any other manner that will result in a violation by any Person of Sanctions.

SECTION 5.03. Intentionally Omitted.

ARTICLE VI

EVENTS OF DEFAULT

SECTION 6.01. Events of Default. If any of the following events ("***Events of Default***") shall occur and be continuing:

(a) (i) the Borrower shall fail to pay any principal of the Advance when the same becomes due and payable, or (ii) the Borrower shall fail to pay any interest on the Advance or any Loan Party shall fail to make any other payment under any Loan Document, in each case under this clause (ii) within three days after the same becomes due and payable; or

(b) any representation or warranty made by any Loan Party (or any of its officers) herein or under or in connection with any Loan Document shall prove to have been incorrect in any material respect when made; or

(c) (i) the Borrower shall fail to perform or observe any term, covenant or agreement contained in Section 5.01 or 5.02 or (ii) any Loan Party shall fail to perform or observe any other term, covenant or agreement contained in any Loan Document on its part to be performed or observed if such failure shall remain unremedied for 15 or more days after the earlier of the date on which (A) any officer of any Loan Party becomes aware of such failure or (B) written notice thereof shall have been given to the Borrower by the Lender; or

(d) The Borrower or any of its Subsidiaries shall fail to pay any principal of or premium, interest on or any other amount payable in respect of any Debt that is outstanding in a principal or notional amount of at least U.S. $1,000,000.00 (or its equivalent in other currencies) in the aggregate (but excluding Debt outstanding hereunder) of The Borrower or such Subsidiary (as the case may be), when the same becomes due and payable (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise), and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such Debt; or any other event shall occur or condition shall exist under any agreement or instrument relating to any such Debt and shall continue after the applicable grace period, if any, specified in such agreement or instrument, if the effect of such event or condition is to accelerate, or to permit the acceleration of, the maturity of such Debt or otherwise to cause, or to permit the holder thereof to cause such Debt to mature; or any such Debt

shall be declared to be due and payable, or required to be prepaid or redeemed (other than by a regularly scheduled required prepayment or redemption), purchased or defeased, or an offer to prepay, redeem, purchase or defease such Debt shall be required to be made, in each case prior to the stated maturity thereof; or

(e) The Borrower or any of its Subsidiaries shall generally not pay its debts as such debts become due, or shall admit in writing its inability to pay its debts generally, or shall make a general assignment for the benefit of creditors; or any proceeding shall be instituted by or against any Loan Party or any of its Subsidiaries seeking to adjudicate it bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property and, in the case of any such proceeding instituted against it (but not instituted by it) that is being diligently contested by it in good faith, either such proceeding shall remain undismissed or unstayed for a period of 30 or more days, or any of the actions sought in such proceeding (including, without limitation, the entry of an order for relief against, or the appointment of a receiver, trustee, custodian or other similar official for, it or for any substantial part of its property) shall occur; or the Borrower or any of its Subsidiaries shall take any corporate action to authorize any of the actions set forth above in this subsection (e); or

(f) judgments or orders for the payment of money in excess of U.S. $10,000,000.00 (or its equivalent in other currencies) in the aggregate shall be rendered against any Loan Party or any of its Subsidiaries and either (i) enforcement proceedings shall have been commenced by any creditor upon such judgment or order or (ii) there shall be any period of 10 or more consecutive days during which a stay of enforcement of such judgment or order, by reason of a pending appeal or otherwise, shall not be in effect; or

(g) any non-monetary judgment or order shall be rendered against any Loan Party or any of its Subsidiaries that could be reasonably expected to have a Material Adverse Effect, and there shall be any period of 10 or more consecutive days during which a stay of enforcement of such judgment or order, by reason of a pending appeal or otherwise, shall not be in effect; or

(h) the obligations of any Loan Party under this Agreement and the Note shall fail to rank at least *pari passu* with all other unsecured and unsubordinated Debt of such Loan Party; or

(i) any provision of any Loan Document shall cease to be valid and binding on or enforceable against any Loan Party party to such Loan Document, or any Loan Party shall so assert or state in writing, or the obligations of any Loan Party under any Loan Document shall in any way become illegal; or

(j) any Collateral Document or financing statement after delivery thereof pursuant to Section 3.01 shall for any reason (other than pursuant to the terms thereof) cease to create a valid and perfected first priority lien on and security interest in the Collateral purported to be covered thereby; or

(k) either (i) any authority asserting or exercising governmental or police powers in the Dominican Republic shall take any action, including a general moratorium, canceling, suspending or deferring the obligation of any Loan Party to pay any amount of principal or interest payable under any Loan Document or preventing or hindering the fulfillment by any Loan Party of its obligations under any Loan Document or having any effect on the currency in which any Loan Party may pay its obligations under any Loan Document or on the availability of foreign currencies in exchange for Dominican Pesos (including any requirement for the approval to exchange foreign currencies for Dominican Pesos) or otherwise or (ii) any Loan Party shall, voluntarily or involuntarily, participate or take any action to participate in any facility or exercise involving the rescheduling of such Loan Party's debts or the restructuring of the currency in which such Loan Party may pay its obligations; or

(l) any authority asserting or exercising governmental or police powers in the Dominican Republic or any Person acting or purporting to act under such authority shall have taken any action to condemn, seize or appropriate, or to assume custody or control of, all or any portion of the property of any Loan Party; or

(m) a Change of Control shall have occurred; or

(n) a Material Adverse Change shall have occurred and be continuing;

then, and in any such event, the Lender (i) may declare its obligation to make the Advance to be terminated, whereupon the same shall forthwith terminate, and (ii) may, by notice to the Borrower, declare the Advance, all interest thereon and all other amounts payable under this Agreement and the other Loan Documents to be forthwith due and payable, whereupon the Advance, all such interest and all such amounts shall become and be forthwith due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Borrower; provided, however, that in the event of an actual or deemed entry of an order for relief with respect to the Borrower under clause (e) above, (A) the obligation of the Lender to make the Advance shall automatically be terminated and (B) the Advance, all such interest and all such amounts shall automatically become and be due and payable, without presentment, demand, protest or any notice of any kind, all of which are hereby expressly waived by the Borrower.

ARTICLE VII

MISCELLANEOUS

SECTION 7.01. Amendments, Etc. No amendment or waiver of any provision of this Agreement or any other Loan Document, nor consent to any departure by any Loan Party therefrom, shall in any event be effective unless the same shall be in writing and signed by the Lender, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

SECTION 7.02. Notices, Etc. a) Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in paragraph (b) below), all notices and other communications provided for hereunder shall be in writing and shall be delivered by hand or overnight courier service (including international courier), mailed by certified or registered mail or sent by facsimile, if to any Loan Party, to the Borrower at its address at Jose A. Brea Peña No.14, Santo Domingo, Dominican Republic Attention: Jose Javier Tejada ; and if to the initial Lender, at its Lending Office specified opposite its name on the signature pages below; if to any other Lender, at its Lending Office specified in the Assignment and Acceptance pursuant to which it became a Lender; or, as to any Loan Party or the Lender, at such other address as shall be designated by such party in a written notice to the other parties. Delivery by telecopier or other electronic communication of an executed counterpart of any amendment or waiver of any provision of this Agreement, any other Loan Document or any Exhibit hereto or thereto to be executed and delivered hereunder shall be effective as delivery of a manually executed counterpart thereof.

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by facsimile shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Notices delivered through electronic communications, to the extent provided in paragraph (b) below, shall be effective as provided in said paragraph (b).

b) Electronic Communications. Notices and other communications to the Lender hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Lender. The Lender or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; *provided* that approval of such procedures may be limited to particular notices or communications. Unless the Lender otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "***return receipt requested***" function, as available, return e-mail or other written acknowledgement) and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient, at its e-mail address as described in the foregoing clause (i), of notification that such notice or communication is available and identifying the website address therefor; *provided* that, for both clauses (i) and (ii) above, if such notice, e-mail or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient.

c) No Waiver; Remedies. No failure on the part of the Lender to exercise, and no delay in exercising, any right hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

SECTION 7.03. Costs and Expenses; Indemnification. a) The Borrower agrees to pay on demand all costs and expenses of the Lender in connection with the preparation, execution, delivery, administration, modification, waiver or amendment of any Loan Documents or any other documents to be delivered hereunder or thereunder (whether or not the transactions contemplated hereby or thereby shall be consummated), including, without limitation, (A) all due diligence, transportation, computer, duplication, appraisal, consultant, and audit expenses and (B) the reasonable fees and expenses of counsel for the Lender (including, without limitation, all fees and time charges and disbursements for attorneys who may be employees of the Lender) with respect thereto and with respect to advising the Lender as to its

rights and responsibilities under the Loan Documents. The Borrower further agrees to pay on demand all costs and expenses of the Lender, if any (including reasonable counsel fees and expenses, including all fees and time charges and disbursements for attorneys who may be employees of the Lender), in connection with the enforcement (whether through negotiations, legal proceedings or otherwise) of any Loan Document and the other documents to be delivered hereunder or thereunder, including, without limitation, fees and expenses of counsel for the Lender in connection with the enforcement of rights under this Section 7.03(a).

b) The Borrower agrees to indemnify and hold harmless the Lender and each of its Affiliates and their officers, directors, employees, agents and advisors (each, an "***Indemnified Party***") from and against any and all claims, damages, losses, liabilities and expenses (including, without limitation, reasonable fees and expenses of counsel (including all fees and time charges and disbursements for attorneys who may be employees of an Indemnified Party)) incurred by or asserted or awarded against any Indemnified Party, in each case arising out of or in connection with or by reason of (including, without limitation, in connection with any investigation, litigation or proceeding or preparation of a defense in connection therewith) (i) any Loan Document, any of the transactions contemplated herein or therein or the actual or proposed use of the proceeds of the Advance or (ii) the actual or alleged presence of Hazardous Materials on any property of the Borrower or any of its Subsidiaries or any Environmental Action relating in any way to the Borrower or any of its Subsidiaries, except to the extent such claim, damage, loss, liability or expense is found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party's gross negligence or willful misconduct. In the case of an investigation, litigation or other proceeding to which the indemnity in this Section 7.03(b) applies, such indemnity shall be effective whether or not such investigation, litigation or proceeding is brought by the Borrower, its directors, equity holders or creditors or an Indemnified Party or any other Person, whether or not any Indemnified Party is otherwise a party thereto and whether or not the transactions contemplated hereby are consummated. The Borrower also agrees not to assert any claim for special, indirect, consequential or punitive damages against the Lender, any of its Affiliates, or any of their respective directors, officers, employees, attorneys and agents, on any theory of liability arising out of or otherwise relating to any Loan Document, any of the transactions contemplated herein or therein or the actual or proposed use of the proceeds of the Advance.

c) If any payment of principal of any Advance is made by the Borrower to or for the account of the Lender other than on the last day of an Interest Period for such Advance, as a result of a payment pursuant to Section 2.07 or 2.09, acceleration of the maturity of the Notes pursuant to Section 6.01 or for any other reason, or if the Borrower fails to make any payment hereunder for which a notice of prepayment has been given or that is otherwise required to be made, or if the Borrower fails to borrow on the date or in the amount notified by the Borrower in any Notice of Borrowing, the Borrower shall, upon demand by the Lender, pay to the Lender any amounts required to compensate the Lender for any additional losses, costs or expenses that it may reasonably incur as a result of such payment or such failure to pay, prepay or borrow, including, without limitation, any loss including loss of anticipated profits), cost or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired (or which could have been acquired) by the Lender to fund or maintain such Advance. A certificate submitted by the Lender to the Borrower as to the amount of such compensation shall be conclusive and binding for all purposes, absent manifest error. For purposes of calculating amounts payable by the Borrower to the Lender under this Section 7.03(c), the Lender shall be deemed to have funded each Advance bearing interest at the Eurodollar Rate made by it at the Eurodollar Rate for such Advance by a matching deposit or other borrowing in the London interbank eurodollar market for a comparable amount and for a comparable period, whether or not such Eurodollar Rate Advance was in fact so funded.

d) Without prejudice to the survival of any other agreement of any Loan Party hereunder or under any other Loan Document, the agreements and obligations of the Borrower contained in Sections 2.08, 2.11, 2.12 7.03, 7.04, and 7.08 shall survive the termination of the Loan Documents and the payment in full of principal, interest and all other amounts payable under the Loan Documents.

SECTION 7.04. Right of Set-off. a) Upon the occurrence and during the continuance of any Event of Default, the Lender and each of its Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness or obligations at any time owing by the Lender or such Affiliate to or for the credit or the account of the Borrower or any other Loan Party against any and all of the obligations of the Borrower or such other Loan Party now or hereafter existing under any Loan Document, whether or not the Lender shall have made any demand under any Loan Document and although such obligations may be unmatured. The Lender agrees promptly to notify the Borrower after any such set-off and application, provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of the Lender and its Affiliates under this Section are in addition to other rights and remedies (including, without limitation, other rights of set-off) that the Lender and its Affiliates may have.

b) The Borrower and each other Loan Party hereby authorizes the Lender and any of its Affiliates, if and to the extent payment is not made when due hereunder, to charge from time to time against any or all of the Borrower's or such other Loan Party's accounts with the Lender or any of its Affiliates for any amount so due even if such charge causes any such accounts to be overdrawn. So long as any amount under any Loan Document shall remain unpaid, the Borrower shall, unless the Lender otherwise consents in writing, maintain its current account number DO33UCPO00000023105124017018 with the The Central Bank of the Dominican Republic. The Lender is hereby authorized to deliver a copy of this Agreement to any of its Affiliates for the purposes described in this Section 7.04(b).

c) The amount of any deposit or indebtedness that shall be set-off and applied against any and all obligations of the Borrower hereunder or that may be charged against any or all of the Borrower's accounts with the Lender or any of its Affiliates shall be that which, in accordance with normal banking procedures, will be necessary to purchase with such other currency, in New York City, NY, U.S.A., the amount of U.S. Dollars that the Borrower and such other Loan Party has so failed to pay when due.

SECTION 7.05. Binding Effect. This Agreement shall become effective (other than Section 2.01, which shall only become effective upon satisfaction of the conditions precedent set forth in Section 3.01) when it shall have been executed by each Loan Party and the Lender, and thereafter shall be binding upon and inure to the benefit of each Loan Party and the Lender and their respective successors and assigns, except that no Loan Party shall have the right to assign its rights hereunder or any interest herein without the prior written consent of the Lender.

SECTION 7.06. Assignments and Participations. a) The Lender may assign to one or more Persons all or a portion of its rights and obligations under this Agreement (including, without limitation, all or a portion of its Commitment, the Advance owing to it and the Note or Notes held by it) (each such Person an "***Assignee***" and the Lender from which the Assignee receives the rights and obligations, the "***Assignor***"); *provided* that (i) in the case of any partial assignment to an additional bank or financial institution, the principal amount of the portion of the Advance so assigned is not less than U.S.$10,000,000 (or if less, the Lender's then outstanding principal amount of the Advance), (ii) no such assignment shall be made to the Borrower or any of the Borrower's Affiliates or Subsidiaries, (iii) no such assignment shall be made to a natural Person (or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural Person), and (iv) the parties to each such assignment shall execute and deliver an Assignment and Acceptance, together with any Note subject to such assignment. Upon such execution and delivery, from and after the effective date specified in each Assignment and Acceptance, (x) the Assignee thereunder shall be a party hereto and, to the extent that rights and obligations hereunder have been assigned to it pursuant to such Assignment and Acceptance, have such rights and obligations of the Assignor hereunder and (y) the Assignor thereunder shall, to the extent that rights and obligations hereunder have been assigned by it pursuant to such Assignment and Acceptance, relinquish such rights (other than its rights under Sections 2.09, 2.12, 7.03 and 7.04 to the extent any claim thereunder relates to an event arising prior to such assignment) and be released from such obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all or the remaining portion of the Assignor's rights and obligations under this Agreement, such Assignor shall cease to be a party hereto). If the Lender transfers or assigns any portion or all of its rights under the Loan Documents to any other financial institution, any reference to the Lender in each Loan Document shall thereafter refer to such Lender and to such other financial institution to the extent of their respective interests, as if such other financial institution had been a party to this Agreement as of the date hereof up to and including the date of such transfer or assignment.

b) By executing and delivering an Assignment and Acceptance, the Assignor thereunder and the Assignee thereunder confirm to and agree with each other and the other parties hereto as follows: (i) other than as provided in such Assignment and Acceptance, such Assignor makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with any Loan Document or the execution, legality, validity, enforceability, genuineness, sufficiency or value of, or the perfection or priority of any lien or security interest created or purported to be created under or in connection with, any Loan Document or any other instrument or document furnished pursuant hereto; (ii) such Assignor makes no representation or warranty and assumes no responsibility with respect to the financial condition of any Loan Party or the performance or observance by any Loan Party of any of its obligations under the Loan Documents or any other instrument or document furnished pursuant hereto or thereto; (iii) such Assignee confirms that it has received a copy of each of the Loan Documents, together with copies of the financial statements referred to in Section 4.01 and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Acceptance; (iv) such Assignee will, independently and without reliance upon such Assignor and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents; and (v) such Assignee agrees that it will perform in accordance with their terms all of the obligations that by the terms of the Loan Documents are required to be performed by it as the Lender.

c) Within five Business Days after its receipt of notice of an assignment hereunder and any Note or Notes subject to such assignment, the Borrower, at its own expense, shall execute and deliver to the Assignee in exchange for each surrendered Note a

new Note to the order of such assignee in an amount equal to the outstanding amount of the Note assumed by it pursuant to such Assignment and Acceptance and, if the Assignor has retained a portion of the Advance, a new Note to the order of the Assignor in an amount equal to its portion of the Advance. Such new Note or Notes shall be in an aggregate principal amount equal to the aggregate principal amount of such surrendered Note or Notes, shall be dated the effective date of such Assignment and Acceptance and shall otherwise be in substantially the form of Exhibit C hereto.

d) The Lender may sell participations at any time, without the consent of, or notice, to the Borrower, to one or more banks or other entities (other than the Borrower or any of its Affiliates) (each a "***Participant***") in or to all or a portion of its rights and obligations under this Agreement (including, without limitation, all or a portion of its Commitment, the Advance owing to it and the Note or Notes held by it); provided, however, that (i) the Lender's obligations under this Agreement (including, without limitation, its Commitment to the Borrower hereunder) shall remain unchanged, (ii) the Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, (iii) the Lender shall remain the holder of any such Note for all purposes of this Agreement, (iv) the Borrower shall continue to deal solely and directly with the Lender in connection with the Lender's rights and obligations under the Loan Documents and (v) no participant under any such participation shall have any right to approve any amendment or waiver of any provision of any Loan Document, or any consent to any departure by any Loan Party therefrom, except to the extent that such amendment, waiver or consent would reduce the principal of, or interest on, the Notes or any other amounts payable hereunder, in each case to the extent subject to such participation, or postpone any date fixed for any payment of principal of, or interest on, the Notes or any other amounts payable hereunder, in each case to the extent subject to such participation, or release the Collateral. The Borrower agrees that each Participant shall be entitled to the benefits of Section 2.09, Section 7.03(c) and Section 2.12 (subject to the requirements and limitations therein, including the requirements under Section 2.12(f) (it being understood that the documentation required under Section 2.12(f) shall be delivered to the participating Lender)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section; provided that such Participant shall not be entitled to receive any greater payment under Section 2.09 or 2.12, with respect to any participation, than its participating Lender would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 7.04 as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Advance or other obligations under the Loan Documents (the "***Participant Register***"); provided that the Lender shall not have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary.

e) The Lender may, in connection with any assignment or participation or proposed assignment or participation pursuant to this Section 7.06, disclose to the assignee or participant or proposed assignee or participant, any information relating to the Loan Party furnished to the Lender by or on behalf of any Loan Party.

f) Notwithstanding any other provision set forth in this Agreement, the Lender may at any time create a security interest in all or any portion of its rights under this Agreement (including, without limitation, the Advance owing to it and any Note held by it) in favor of any Federal Reserve Bank in accordance with Regulation A of the Board of Governors of the U.S. Federal Reserve System.

SECTION 7.07. Governing Law. This Agreement and the Note shall be governed by, and construed in accordance with, the laws of the State of New York, United States of America.

SECTION 7.08. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic (i.e., "***pdf***" or "***tif***") format shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 7.09. Release of Collateral. Upon the sale, lease, transfer or other disposition of any item of Collateral of any Loan Party in accordance with the terms of the Loan Documents, the Lender will, at the Borrower's expense, execute and deliver to such Loan Party such documents as such Loan Party may reasonably request to evidence the release of such item of Collateral from the assignment and security interest granted under the Collateral Documents in accordance with the terms of the Loan Documents.

SECTION 7.10. Jurisdiction; Waiver of Immunities. a) The Loan Party hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or federal court of the United States sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to any Loan Document, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in any such New York State court or, to the extent permitted by law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(b) Each of the Borrower and each other Loan Party hereby irrevocably appoints CT Corporation System (the "***Process Agent***"), with an office on the date hereof at 111 Eighth Avenue, 13th Floor, New York, New York 10011, United States, as its agent to receive on its behalf and its property service of copies of the summons and complaint and any other process which may be served in any such action or proceeding. Such service may be made by mailing or delivering a copy of such process to the Borrower or such other Loan Party, as applicable, in care of the Process Agent at the Process Agent's above address, and the Borrower hereby irrevocably authorizes and directs the Process Agent to accept such service on its behalf. As an alternative method of service, each of the Borrower also irrevocably consents to the service of any and all process in any such action or proceeding by the mailing of copies of such process to the Borrower, as applicable, at its address specified in Section 7.02.

(c) Each of the parties hereto irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document to which it is a party in any New York State or federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Nothing in this Section 7.10 shall affect the right of the Lender to serve legal process in any other manner permitted by law or affect the right of the Lender to bring any action or proceeding against any Loan Party or its property in the courts of other jurisdictions, including, without limitation, the courts sitting in the Dominican Republic.

(e) To the extent that the Borrower or any other Loan Party has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, the Borrower hereby irrevocably and unconditionally waives such immunity in respect of its obligations under this Agreement and the other Loan Documents and, without limiting the generality of the foregoing, agrees that the waivers set forth in this subsection (e) shall have the fullest scope permitted under the Foreign Sovereign Immunities Act of 1976 of the United States and are intended to be irrevocable for purposes of such Act.

SECTION 7.11. Judgment Currency. a) If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due hereunder or under any other Loan Document in U.S. Dollars into another currency, the parties hereto agree, to the fullest extent that they may effectively do so, that the rate of exchange used shall be that at which, in accordance with normal banking procedures, the Lender could purchase U.S. Dollars with such other currency in New York City on the Business Day preceding that on which final, nonappealable judgment is given.

b) The obligations of the Loan Party in respect of any sum due to the Lender hereunder or under any other Loan Document shall, notwithstanding any judgment in a currency other than U.S. Dollars, be discharged only to the extent that on the Business Day following receipt by the Lender of any sum adjudged to be so due in such other currency, the Lender may, in accordance with normal, reasonable banking procedures, purchase U.S. Dollars with such other currency. If the amount of U.S. Dollars so purchased is less than the sum originally due to the Lender, in U.S. Dollars, each Loan Party agrees, to the fullest extent that it may effectively do so, as a separate obligation and notwithstanding any such judgment, to indemnify the Lender against such loss.

SECTION 7.12. Confidentiality. The Lender shall not disclose any Confidential Information to any Person without the consent of the Borrower, provided, that nothing herein shall prevent the Lender from disclosing and/or transferring such Confidential Information (i) upon the order of any court or administrative agency or otherwise to the extent required by statute, rule, regulation or judicial process, (ii) to bank examiners or upon the request or demand of any other regulatory agency or authority, (iii) which had been publicly disclosed other than as a result of a disclosure by the Lender prohibited by this Agreement, (iv) in connection with any litigation to which the Lender is a party, or in connection with the exercise of any remedy hereunder or under this Agreement, (v) to the Lender's legal counsel and independent auditors and accountants, (vi) to the Lender's branches, subsidiaries, representative offices, affiliates, Citigroup and its affiliates, and agents and third parties selected by any of the foregoing entities, wherever situated, for confidential use (including in connection with the provision of any service and for data processing, statistical and risk analysis purposes), and (vii) subject to provisions substantially similar to those contained in this Section 7.12, to any actual or proposed Participant or Assignee. Any Person required to maintain the confidentiality of information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such information as such Person would accord to its own confidential information.

SECTION 7.13. Patriot Act Notice. The Lender hereby notifies the Loan Party that pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of

such Loan Party and other information that will allow the Lender to identify such Loan Party in accordance with the Patriot Act. Each Loan Party shall, and shall cause each of its Subsidiaries to, provide such information and take such actions as are reasonably requested by the Lender in order to assist the Lender in maintaining compliance with the Patriot Act.

SECTION 7.14. Waiver of Jury Trial. THE LOAN PARTY AND THE LENDER HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS OR THE ACTIONS OF THE LENDER IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT THEREOF.

SECTION 7.15. Severability. If any provision of this Agreement is found by a court to be invalid or unenforceable, to the fullest extent permitted by applicable law, each of the parties hereto hereby agrees that such invalidity or unenforceability will not impair the validity or enforceability of any other provision hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

UC UNITED CAPITAL PUESTO DE BOLSA, S.A., as Borrower

By_____
Title:

By_____
Title:

UC UNITED CAPITAL PUESTO DE BOLSA, S.A. * Santo Domingo, D.N. RNC: 1-30-38912-8 * República Dominicana

Lender:

Lending Office

399 Park Avenue
New York, NY 10043
United States of America

CITIBANK, N.A., acting through its international banking facility

By:
Title:

Maximo R. Vidal
MANAGING DIRECTOR

REVISADO POR LEGAL

NEW YORK LAW PROMISSORY NOTE

U.S.$ 6,500,000.00 Dated: December 13, 2018

FOR VALUE RECEIVED, the undersigned, UC UNITED CAPITAL PUESTO DE BOLSA, S.A., a corporation (the "Borrower"), HEREBY PROMISES TO PAY to the order of Citibank N.A., acting through its international banking facility (the "Lender") for the account of its Lending Office (as defined in the Credit Agreement referred to below) the principal amount of the Term Advance (as defined in the Credit Agreement referred to below) owing to the Lender by the Borrower pursuant to the Credit Agreement dated as of December 13, 2018 among the Borrower, the Guarantors party thereto from time to time and the Lender (as amended or modified from time to time, the "Credit Agreement"; the terms defined therein being used herein as therein defined) outstanding on January 14, 2019.

The Borrower promises to pay interest on the unpaid principal amount of the Advance from the date of such Advance until such principal amount is paid in full, at such interest rates, and payable at such times, as are specified in the Credit Agreement.

Both principal and interest are payable in lawful money of the United States to the Lender, at Account No. 10980495, which the Lender maintains with Citibank, N.A., 399 Park Avenue, New York, NY 10043, United States of America, ABA No. 021000089, Account Name: Citibank, N.A, in same day funds. The Advance owing to the Lender by the Borrower pursuant to the Credit Agreement, and all payments made on account of principal thereof, shall be recorded by the Lender and, prior to any transfer hereof, endorsed on the grid attached hereto which is part of this Promissory Note; provided that the failure of the Lender to make any such recordation or endorsement shall not affect the obligations of the Borrower under this Promissory Note.

This Promissory Note is one of the Notes referred to in, and is entitled to the benefits of, the Credit Agreement. The Credit Agreement, among other things, (i) provides for the making of the Advance by the Lender to the Borrower in an aggregate amount not to exceed at any time outstanding the U.S. Dollar amount first above mentioned, the indebtedness of the Borrower resulting from such Advance being evidenced by this Promissory Note, and (ii) contains provisions for acceleration of the maturity hereof upon the happening of certain stated events and also for prepayments on account of principal hereof prior to the maturity hereof upon the terms and conditions therein specified.

The obligations of the Borrower under this Promissory Note and the other Loan Documents are secured by the Collateral as provided in the Loan Documents.

UC UNITED CAPITAL PUESTO DE BOLSA, S.A.

By _____
Title:

By _____
Title:

UNITED CAPITAL PUESTO DE BOLSA, S.A.
Santo Domingo, D.N.
RNC: 1-30-38912-8
República Dominicana

NOTICE OF BORROWING

Citibank, N.A., acting through its international banking facility,
as Lender under
the Credit Agreement
referred to below
399 Park Avenue
New York, NY 10043

December 13, 2018

Attention: Maria Jesus Fernandez

Ladies and Gentlemen:

The undersigned, **UC UNITED CAPITAL PUESTO DE BOLSA, S.A.** refers to the Credit Agreement, dated as of December 13 2018 (as amended or modified from time to time, the "Credit Agreement", the terms defined therein being used herein as therein defined), among the undersigned, the Guarantors party thereto from time to time and the Lender, and hereby gives you notice, irrevocably, pursuant to Section 2.02 of the Credit Agreement that the undersigned hereby requests a Borrowing under the Credit Agreement, and in that connection sets forth below the information relating to such Borrowing (the "Proposed Borrowing") as required by Section 2.02(a) of the Credit Agreement:

(i) The Business Day of the Proposed Borrowing is December 13, 2018.

(ii) The aggregate amount of the Proposed Borrowing is $6,500,000.00.

(iii) The Proposed Borrowing shall consist of a Term Advance.

(iv) Each Advance to be made pursuant to the Proposed Borrowing shall be initially maintained as a Eurodollar Rate Advance.

(v) The initial Interest Period for each Eurodollar Rate Advance made as part of the Proposed Borrowing is three months.

The undersigned hereby certifies that the following statements are true on the date hereof, and will be true on the date of the Proposed Borrowing:

(A) the representations and warranties contained in Section 4.01 of the Credit Agreement and in each other Loan Document are correct, before and after giving effect to the Proposed Borrowing and to the application of the proceeds therefrom, as though made on and as of such date; and

(B) no event has occurred and is continuing, or would result from such Proposed Borrowing or from the application of the proceeds therefrom, that constitutes a Default.

Very truly yours,

UC UNITED CAPITAL PUESTO DE BOLSA, S.A.

By _____
Title:

By _____
Title:

UC UNITED CAPITAL PUESTO DE BOLSA, S.A.
Santo Domingo, D.N.
RNC: 1-30-38912-8
República Dominicana

Schedule 1
to
Assignment and Acceptance

Percentage interest assigned:	[•]%
Assignee's Commitment:	$[•]
Aggregate outstanding principal amount of Advance[s] assigned:	$[•]
Principal amount of Note payable to Assignee:	$[•]

Effective Date: [•]

[NAME OF ASSIGNOR], as Assignor

By _____
Title:

Dated: [•], 20[•]

[NAME OF ASSIGNEE], as Assignee

By _____
Title:

Lending Office:
[Address]

EXHIBIT C - FORM OF
ASSIGNMENT AND ACCEPTANCE

Reference is made to the Credit Agreement dated as of December 13 2018 (as amended or modified from time to time, the "Credit Agreement") among **UC UNITED CAPITAL PUESTO DE BOLSA, S.A.** , a Broker Dealer (the "Borrower"), the Guarantors party thereto from time to time and the Lender. Terms defined in the Credit Agreement are used herein with the same meaning.

The "Assignor" and the "Assignee" referred to on Schedule 1 hereto agree as follows:

1. The Assignor hereby sells and assigns to the Assignee, and the Assignee hereby purchases and assumes from the Assignor, an interest in and to the Assignor's rights and obligations under the Credit Agreement as of the date hereof equal to the percentage interest specified on Schedule 1 hereto of all outstanding rights and obligations under the Credit Agreement. After giving effect to such sale and assignment, the Assignee's Commitment and the amount of the Advances owing to the Assignee will be as set forth on Schedule 1 hereto.

2. The Assignor (i) represents and warrants that it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any adverse claim; (ii) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with any Loan Document or the execution, legality, validity, enforceability, genuineness, sufficiency or value of, or the perfection or priority of any lien or security interest created or purported to be created under or in connection with, any Loan Document or any other instrument or document furnished pursuant thereto; (iii) makes no representation or warranty and assumes no responsibility with respect to the financial condition of any Loan Party or the performance or observance by any Loan Party of any of its obligations under the Loan Documents or any other instrument or document furnished pursuant thereto; and (iv) attaches each Note held by the Assignor and requests that the Borrower exchange such Notes for a new Note payable to the order of the Assignee in an amount equal to the Commitment assumed by the Assignee pursuant hereto and a new Note payable the Assignor in an amount equal to the Commitment retained by the Assignor under the Credit Agreement, respectively, as specified on Schedule 1 hereto.

3. The Assignee (i) confirms that it has received a copy of the Credit Agreement, together with copies of the financial statements referred to in Section 4.01 thereof and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Acceptance; (ii) agrees that it will, independently and without reliance upon the Assignor and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement; (iii) confirms that it is a sophisticated investor which has the ability to evaluate the merits and risks of an investment in the Credit Agreement, including, without limitation, the financial and political conditions in the Dominican Republic as of the date hereof, and the ability to assume the economic risks involved in such an investment; and (iv) agrees that it will perform in accordance with their terms all of the obligations that by the terms of the Credit Agreement are required to be performed by it as the Lender.

4. Following the execution of this Assignment and Acceptance, it will be delivered to the Borrower. The effective date for this Assignment and Acceptance (the "Effective Date") shall be the date of delivery hereof to the Borrower, unless otherwise specified on Schedule 1 hereto.

5. Upon such delivery to the Borrower, as of the Effective Date, (i) the Assignee shall be a party to the Credit Agreement and, to the extent provided in this Assignment and Acceptance, have the rights and obligations of the Lender thereunder and (ii) the Assignor shall, to the extent provided in this Assignment and Acceptance, relinquish its rights and be released from its obligations under the Loan Documents (other than its rights and obligations under the Loan Documents that are specified thereunder to survive the payment in full of the obligations of the Loan Party under the Loan Documents to the extent any claim thereunder relates to an event arising prior to the Effective Date of this Assignment and Assumption).

6. Upon such delivery to the Borrower, from and after the Effective Date, the Borrower shall make all payments under the Credit Agreement and the other Loan Documents in respect of the interest assigned hereby (including, without limitation, all payments of principal, interest and facility fees with respect thereto) to the Assignee. The Assignor and Assignee shall make all appropriate adjustments in payments under the Credit Agreement and the other Loan Documents for periods prior to the Effective Date directly between themselves.

7. This Assignment and Acceptance shall be governed by, and construed in accordance with, the laws of the State of New York, United States of America.

8. This Assignment and Acceptance may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of Schedule 1 to this Assignment and Acceptance by telecopier or other electronic communication shall be effective as delivery of a manually executed counterpart of this Assignment and Acceptance.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused Schedule 1 to this Assignment and Acceptance to be executed by their officers thereunto duly authorized as of the date specified thereon.